

**SUMMARY PLAN DESCRIPTION
OF THE
BAKERY AND CONFECTIONERY UNION
AND
INDUSTRY INTERNATIONAL PENSION FUND

(UNITED STATES)**

STATEMENT FROM TRUSTEES

The Bakery and Confectionery Union and Industry International Pension Fund (“Pension Plan” or “Plan”) is governed by a legal document that is sometimes difficult to understand. The plan is complex for several reasons:

- It covers tens of thousands of participants throughout the United States.
- It covers participants in very large shops employing thousands of employees and it covers one or two employees working in small retail shops.
- It covers employees who have been in the trade for many years and it covers employees who have recently begun to work at the trade.
- It covers women and men, older and younger participants, those who have worked steadily and those who have had long periods of absence from the trade.
- It provides many levels and types of benefits that groups have bargained for over a long period.
- The Trustees have set a goal of treating all those groups and all those conditions evenly and fairly.

To treat all groups evenly and fairly many complicated rules had to be written. This booklet is an effort by the Trustees to explain to you, the participant, how those rules affect you.

IF YOU ARE A PENSIONER WHOSE PENSION EFFECTIVE DATE IS PRIOR TO JULY 1, 2013, NONE OF THE REVISIONS IN THIS BOOK WILL AFFECT THE AMOUNT OF BENEFITS THAT YOU WERE AWARDED WHEN YOU RETIRED. The Fund mailed you a book in July 2013 which contained the Summary Plan Description ("SPD") and Rules and Regulations (revised through June 2013) of the Bakery and Confectionery Union and Industry International Pension Plan (the “Plan”). Your benefit rights based on a pre-July 2013 retirement are described in that July 2013 SPD, and in subsequent notices of Plan amendments that were mailed to you. If you have continued to work in covered employment, or if you return to covered employment, the changes in this book may affect additional benefits that you earned or will earn after June 2013.

HOW TO USE THIS BOOK

This book contains a Summary Plan Description of the Rules and Regulations governing the Bakery and Confectionery Union and Industry International Pension Fund and the Rules and Regulations of the Bakery and Confectionery Union and Industry International Pension Fund.

The first section of this book contains the Summary Plan Description (SPD) of the Rules and Regulations governing the Bakery and Confectionery Union and Industry Pension Fund. The second section of the book contains the specific Rules and Regulations of the Pension Fund. These Rules and Regulations, and not the Summary Plan Description, establish your rights, although the Summary Plan Description is as accurate as we can make it. In the event of any conflict or ambiguity, the Rules and Regulations govern.

Este libro contiene un resumen en Inglés de sus derechos y beneficios en este Plan bajo el Bakery and Confectionery Union & Industry International Pension Fund. Si tiene dificultad entendiendo cualquier parte de este libro, puede escribir a John A. Beck, 10401 Connecticut Avenue, Kensington, Maryland 20895-3960. También puede llamar a la oficina a (301) 468- 3700 para ayuda entre las horas de 8:00 a 4:00, lunes a viernes.

Everyone who is a **participant** is covered by **Plan A**. There are several additional plans by which you may also be covered.

Please refer to your Collective Bargaining Agreement which is available from your local union or from the Fund Office. It will tell you:

1. The Benefit Level in effect at the present time in your shop;
2. Which additional Plans besides **Plan A** you are covered by. In reading the book, pay particular attention to those plans by which you are covered. If you are covered by **Plan G** (Golden 80) you don't have to read the section on **Plan C** (Golden 90) since **Plan G** grants benefits sooner.
3. Whether your shop is covered by the Preferred Schedule or Default Schedule.

For your reference, we have included examples of pension calculations at the end of the Summary Plan Description. We want to point out that these pension calculations are for reference only. When you retire, the Fund Office will make the determination of your actual monthly benefit, including any supplements to which you may be entitled.

For your information, we have noted (at the back of this book) Article and Section changes and/or additions, that were made to the Summary Plan Description and Rules and Regulations from January 1997 through June 2020.

FOUR IMPORTANT QUESTIONS

There are four important questions which you need to answer regarding the Bakery and Confectionery Union and Industry International Pension Plan.

1. **ARE YOU A PARTICIPANT?**
2. **ARE YOU VESTED?**
3. **HOW MUCH PENSION BENEFIT WILL YOU RECEIVE WHEN YOU RETIRE?**
4. **ARE YOU COVERED BY THE “DEFAULT SCHEDULE”?**

Of course, there are many more details which we will talk about in this booklet, but let’s answer the big ones first.

1. ARE YOU A PARTICIPANT?

You become a **participant** in the Fund either on January 1st or July 1st of any year after you have worked 750 hours within a twelve consecutive month period in **Covered** Employment.

Covered Employment happens when you work in a job classification that is covered by a Collective Bargaining Agreement that requires the employer to make contributions on your behalf to the Bakery and Confectionery Union and Industry International Pension Fund. For example: a person hired on September 1, 1990, and who works 750 hours in covered employment as of September 1, 1991, will become a participant on January 1, 1992. You then continue to be a participant until:

1. You fail to complete 375 hours of service in any calendar year (you then have a one-year Break in Service).
2. Or your employer is no longer obligated to contribute to the Fund on your behalf.

Please Note: If you are vested (see below) you will continue to be a participant for life although you will not be credited with additional years of service unless you are working in covered employment.

If you are self-employed in the bakery or confectionery industry or an officer, partner, or owner of a contributing employer, you cannot be covered by the Fund. In some circumstances, you will be considered an owner of any interest that your wife, husband, or child owns. Section 1.09 of the Rules and Regulations explains this rule in detail.

2. ARE YOU VESTED?

Vesting is a special pension word that often causes confusion. What it means is entitlement. If you are vested you are entitled to some pension benefits at the time you retire but not until you have the age and service to qualify for a pension. Those requirements are on pages 9-14. **How much** you are entitled to receive is answered below and on pages 10-14.

The Bakery and Confectionery Union and Industry International Pension Fund has a ten year or five year vesting requirement (depending on the date of your last Covered Employment) which is called “cliff vesting”. It means that once you have ten or five “vesting” years you are entitled to some benefit when you retire. How much that benefit will be depends on the pension credits you have accumulated when you stop work. It’s important to remember that a “vesting” year is not the same as a year of pension credit. You get credit for a “vesting” year if

you work for more than 750 hours in a calendar year after your employer began contributions to the Fund (750 hours is less than six months but you still get credit for a “vesting” year).

If you earn more than one Hour of Service in Covered Employment under the Fund on or after January 1, 1999, you are governed by the five-year cliff vesting requirement. This means that you only have to earn five years of vesting service, without a Break in Service, to be entitled to some benefit when you retire.

If your last covered employment ended before 1999, you need ten “vesting” years without a Break in Service. Once you have those ten “vesting” years, you have earned a benefit which will be paid to you when you retire, but not before you qualify for a pension (at age 65, or 55 with enough pension credits). If you do not have ten “vesting” years of credit and leave covered employment prior to age 55, you are not entitled to any benefits unless you have 15 years of credited service and are covered by **Plan B** or qualify for a disability pension.

Please Note: If you left covered employment prior to 1976 see **Special Note**.

SPECIAL NOTE

This page discusses **vesting credit**. The rules on pages 3 and 4 discuss **pension credit**, which is different. **Special Note:** You are not entitled to any *vesting service credit* for the following periods:

1. Years preceding a Break in Service (see page 6) for periods prior to January 1, 1976;
2. Years preceding a Break in Service after January 1, 1976 which has not been excused or repaired;
3. Years prior to 1976 if you were not 51 years old and you failed to earn more than 62 days of pension credit in 1975, unless you earned one year of vesting service in any year after 1975, prior to incurring a one-year Break in Service which has not been excused. (These years will not be excluded from vesting service if certain exceptions to the Break in Service rules apply to this service);
4. Years before January 1, 1971 unless you earned at least three years of vesting service after December 31, 1970.
5. Past Service Credit- You are not entitled to any vesting service before the date on which your employer first became obligated to make contributions to the Fund for the people working in your shop (this is what we call your employer’s “Contribution Date”), except as provided by Article V, Section 5.07(b) of the Rules and Regulations.

3. HOW MUCH PENSION BENEFIT WILL YOU RECEIVE WHEN YOU RETIRE?

The amount you will receive depends on five things:

1. The benefit level that is in effect in your contract (Collective Bargaining Agreement) when you stop working. (You must have 504 hours of credit under that level.)
2. The amount of Pension Credit you have earned at the time you stop working (see pages 3 and 4.)
3. Your age at the time you apply for a pension.
4. Whether you had a Break in Service and returned after January 1, 2013 (see pages 11, 13-14)

5. Whether or not you and your spouse choose to receive your pension for your lifetime and the lifetime of your spouse, for your lifetime only, or for a guaranteed period of time. (See pages 17-19 for a discussion of these alternatives.)

4. ARE YOU COVERED BY THE “DEFAULT SCHEDULE”?

As each Collective Bargaining Agreement expires after November 17, 2012, the employer and the local union will be required to negotiate and attempt to agree on one of the schedules of contributions and benefits that the Trustees adopted November 7, 2012, as part of the Pension Fund’s “Rehabilitation Plan” under federal law. One of those schedules is called the “Preferred Schedule” and the other is called the “Default Schedule.” The Default Schedule includes a number of benefit reductions that are larger than the reductions in the Preferred Schedule. If your shop is in the Default Schedule, there are certain forms of benefits that will not be available to you, and the amount of your benefits may also be reduced.

These are the ways that you could become covered by the Default Schedule:

1. Your employer and local union agree in bargaining that the Default Schedule should apply to your shop and the bargaining unit ratifies that agreement.
2. Your employer imposes the terms of the Default Schedule on your shop as part of a last, best, and final offer.
3. Your Collective Bargaining Agreement expires and the employer and local union are not able to agree on either the Default Schedule or the Preferred Schedule within 180 days. If this happens, the law requires the Pension Fund to impose the terms of the Default Schedule on the shop as of the 181st day.
4. Your employer and local union enter into a Collective Bargaining Agreement that allows your employer to stop making contributions to the Pension Fund (for example, to change to a 401(k) plan instead of a traditional pension), the bargaining unit ratifies that agreement, and operations continue.
5. Your employer imposes a last, best, and final offer on your shop that allows the employer to stop making contributions to the Pension Fund.
6. Your employer’s participation in the Pension Fund is terminated for failing to pay the contributions it owes, but the employer continues operations at your shop.
7. Your local union is decertified as your collective bargaining representative; or
8. A bankruptcy court determines that the employer may stop making contributions to the Fund, even though operations for which the employer previously made contributions continue.

If any of these events occurs in your shop, everyone who worked in the bargaining unit at least one hour during the month in which the event occurred will be covered by the Default Schedule. People who have already retired and whose pension started before that event occurred will not lose any of the benefits they are already receiving, but the Default Schedule will af-

fect any additional benefits they earn for working after the Default Schedule takes effect for that shop. You will also be covered by the Default Schedule if you work in a shop after the Default Schedule has taken effect for that shop.

For accounts that go into the Default Schedule on or after June 20, 2019, there are two exceptions to this rule. First, if the employer goes into the Default Schedule because of an action the employer took and the employees opposed that action and did not ratify it, employees who are still working have 90 days after receiving notice of the changes placing the account into the Default Schedule to cease working in that account and not have their benefits affected by the Default Schedule. Second, those Participants who are already eligible (through age and service) to receive a pension may commence receipt of a pension within the 90-day period after receiving notice and not have the Default Schedule apply to the pension credit they have already earned. Any additional credit that you earn after the Default Schedule becomes effective for that account will be covered by the Default Schedule. Both of these exceptions apply only if your account goes into the Default Schedule due to employer actions that the employees opposed and did not ratify.

The Default Schedule could be temporary. If your employer and local union agree to the terms of the Preferred Schedule within the first 180 days after the Default Schedule takes effect for your shop, your shop will be put into the Preferred Schedule retroactively. If they agree to the terms of the Preferred Schedule more than 180 days after the Default Schedule takes effect, your shop will be put into the Preferred Schedule, but only as of the date that they reach agreement. Your benefits would then be partly determined under the Default Schedule and partly under the Preferred Schedule.

If you change jobs between a shop in the Default Schedule and a shop in the Preferred Schedule, or vice versa, here is how your benefits will be determined:

- *If you move from the Default Schedule to the Preferred Schedule:* After you work 2,000 hours under the Preferred Schedule, your benefits will be determined under the Preferred Schedule, except that the time you worked under the Default Schedule will not count toward eligibility for any Golden 80 or Golden 90 benefits (including Plan CC);
- *If you move from the Default Schedule to the Preferred Schedule:* If you work less than 2,000 hours under the Preferred Schedule, your benefit eligibility and your benefit amount will both be prorated based on the hours of service you worked under each schedule;
- *If you move from the Preferred Schedule to the Default Schedule:* Your benefit eligibility will be determined under the Default Schedule, and your benefit amount will be prorated based on the hours of service you worked under each schedule;
- *If you work simultaneously in shops that are under both the Preferred Schedule and the Default Schedule:* Your benefits will be based on the schedule under which you worked the most hours in your last 4,000 hours of covered employment, except that the time you worked under the Default Schedule will not count toward eligibility for any Golden 80 or Golden 90 benefits (including Plan CC).

PENSION CREDIT

Your Pension Credit is the most important factor, along with your age and your benefit level, in determining how much money you will receive when you retire.

Pension Credit is a combination of Past Service (also called “Pre-Plan Service”) and Future Service (also called “Plan Service”) Credit.

- a. Past Service Credit is credit you receive for the periods of time you were employed in the industry before your employer or employers began to contribute to the Pension Fund on your behalf. (Please note: You are not entitled to Vesting Service for periods prior to the Contribution Date of your employer with the Fund, except as granted under Article V, Section 5.07(b) of the Rules and Regulations).
- b. Future Service Credit is credit you receive for periods of time you were employed in the Industry after your employer or employers began to contribute to the Pension Fund on your behalf.

The Fund Office will tell you exactly how many years and months of Plan Pension Credit you have received up to now if you send in an evaluation form which is available from your Local Union Office or the Fund Office. You also may download an evaluation form from the Pension Fund’s website, at www.bctrustfunds.org/documents.html. You are entitled to an evaluation once a year upon request.

PAST SERVICE CREDIT

Past Service Credit is granted for the period of time you worked for an employer immediately before it was obligated to make contributions to the Fund for people working in your shop.

If the date of your first Contributing Employer’s first contribution to the Plan is before August 1, 2004, generally, you will receive one year of Past Service Credit for each year you worked for more than 135 days for an employer or other employers in the Industry that had a Collective Bargaining Agreement with a Local Union of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union (or one of its predecessors).

You will receive such credit for the time you were working in a job classification covered by a Collective Bargaining Agreement with a Local of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union if you worked for 135 days in each of the three years immediately preceding the date your employer became a contributor to the Fund. The Plan has some special provisions that may provide you with additional past service credit if your employment history followed certain particular patterns.

If the date of your first Contributing Employer’s first contribution to the Plan is on or after August 1, 2004, your Past Service Credit will be determined as follows:

- a. If the Contribution Date of your first contributing employer occurs during the term of the first Collective Bargaining Agreement between your employer and a BCTGM Local Union, generally, you will receive one year of Past Service Credit for each year you worked for more than 135 days for an employer or other employers in the Industry that had a

Collective Bargaining Agreement with a Local Union of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union (or one of its predecessors). You will receive such credit for the time you were working in a job classification covered by a Collective Bargaining Agreement with a Local of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union if you worked for 135 days in each of the three years immediately preceding the date your employer became a contributor to the Fund. The Plan has some special provisions that may provide you with additional past service if your employment history followed certain particular patterns.

- b. If the Contribution Date of your first Contributing Employer does not occur during the first Collective Bargaining Agreement between the Contributing Employer and a BCTGM Local Union, you will receive Past Service Credit in monthly increments but it will be limited to the lesser of:
 1. The number of years and months of Future Service Credit you earned during the Contribution Period, or
 2. 7½ years.

For example, if you worked in the industry for 10 years prior to the Contribution Date of your first Contributing Employer and you subsequently earned 5 years of future service credit after the Contribution Date, you would receive 5 years of Past Service Credit.

- c. If you or your job classification are added to an existing Collective Bargaining Agreement between a Contributing Employer and a BCTGM Local Union after that Contributing Employer’s Contribution Date, you will receive past service credit in monthly increments but it will be limited to the lesser of:
 1. The number of years and months of Future Service Credit you earned during the Contribution Period or
 2. 7½ years.

For example, if you worked in the industry for 10 years prior to the Contribution Date of your first Contributing Employer and you subsequently earned 5 years of future service credit after the Contribution Date, you would be entitled to receive 5 years of Past Service Credit.

However, the limitation in b and c above is waived if you earn 15 years of Future Service Credit during the Contribution Period after you first entered covered employment. At that time, you will be entitled to all your past service credit. For example, if you worked in the Industry for 10 years prior to the Contribution Date of your first Contributing Employer and you subsequently earned 15 years of future service credit after the Contribution Date you would be entitled to receive a full 10 years of past service credit.

The Fund also gives past service credit for certain periods of time, up to one year, when you were disabled and certain periods of time when you were in the Armed Services of the United States.

For an employer that first begins to make contributions to the Plan in 2013 or later, employees will receive past service credit under these rules, but if the employer does not continue to have an obligation to make contributions to the Plan for at least five full years, that past service credit will be cancelled.

FUTURE SERVICE CREDIT

Plan Service or Future Service covers the period of time you worked for an employer after it began to contribute to the Fund.

The Fund also gives future service credit for certain periods of time, up to one year, when you were disabled and certain periods of time when you were in the Armed Services of the United States.

If you retire in 2014 or later, you will be limited to a lifetime cumulative total of 48 months of credit under the Plan's rules for periods of disability; however, this new rule will not take away any credit that you have applied for and that the Pension Fund has granted before 2014. If you are entitled to more credit for periods of disability under the Department of Labor's regulations, you will receive that credit instead of the amount of credit that the Plan's rules would give you.

Prior to January 1, 1976, Plan Service was granted based on days worked in covered employment on which contributions were made on your behalf by your employer. You are granted Plan Service based on these contributions for certain pre-1976 periods of disability or military service. On January 1, 1976, the rules were changed, and since that date, hours of service have been used instead of days of contributions to determine your credit. The following four tables will help you to determine your credit.

PLAN SERVICE PRIOR TO JANUARY 1, 1976

Days of Employment for Which Contributions were Made to the Fund	Months of Pension Credit
Less than 21	0
21 but less than 42	1
42 but less than 63	2
63 but less than 84	3
84 but less than 105	4
105 but less than 125	5
125 but less than 146	6
146 but less than 167	7
167 but less than 188	8
188 but less than 209	9
209 but less than 230	10
230 but less than 250	11
250 or more	12

PLAN SERVICE FROM 1976 THROUGH 1998 (ONLY FOR PARTICIPANTS WHO RETIRED BEFORE 1999)

Hours of Service in Covered Employment	Months of Pension Credit
Less than 375	0
375 but less than 520	3
520 but less than 693	4
693 but less than 750	5

Hours of Service in Covered Employment	Months of Pension Credit
750 but less than 1040	6
1040 but less than 1213	7
1213 but less than 1386	8
1386 but less than 1560	9
1560 but less than 1733	10
1733 but less than 1906	11
1906 or more	12

PLAN SERVICE FROM 1976 THROUGH 2012*

Hours of Service in Covered Employment	Months of Pension Credit
Less than 375	0
375 but less than 520	3
520 but less than 693	4
693 but less than 750	5
750 but less than 875	6
875 but less than 1000	7
1000 but less than 1125	8
1125 but less than 1250	9
1250 but less than 1375	10
1375 but less than 1500	11
1500 or more	12

PLAN SERVICE IN 2013 AND AFTER

Hours of Service in Covered Employment	Months of Pension Credit
Less than 375	0
375 but less than 520	3
520 but less than 693	4
693 but less than 750	5
750 but less than 1040	6
1040 but less than 1213	7
1213 but less than 1386	8
1386 but less than 1560	9
1560 but less than 1733	10
1733 but less than 1906	11
1906 or more	12

* This table applies only to participants with service in 1999 and after.

PRO RATA PENSIONS

If you have pension credit under this Plan and also under another plan with which this Plan has a reciprocal agreement (such as the Bakery and Confectionery Union and Industry Canadian Pension Fund), you may be able to obtain a pro rata pension from each fund recognizing your combined service with both. You must have at least two years of actual employment for which contributions were made to this Fund, and not be otherwise eligible for a pension from this Fund, to be eligible

for a pro rata pension. The other requirements for receiving a pro rata pension are in Article IX of the Rules and Regulations, and you may obtain additional information from the Fund Office.

LIMITATION OF PLANS LIABILITY

In addition to the rule on cancelling past service credit that applies to employers which begin to contribute to the Pension Plan after 2012 (see page 3), if you work for an employer who begins to contribute to the Plan but then discontinues contributions for any reason in less than 48 months (4 years), the benefit payments by the Fund to you and all other pensioners will be limited to the amount paid into the Fund by the employer. However, if you are affected by this rule, your years of pension credits will be restored if you return to covered employment before having incurred a Break in Service under the regular Break in Service rules of the Plan.

If you work for an Employer who ceases contributions to the Fund for any reason other than going out of business or because he no longer has any employees in the job classifications

covered by collective bargaining, then the following rules will apply:

First, the total contributions of the Contributing Employer, less benefit payments already made, will be applied to pay the pensions of former employees then on pension.

Second, if there is not enough left to equal the lifetime liability for these pensions, the pension shall continue only until the money has been exhausted. Any employee of the Employer who had not been approved for benefits prior to the date the Employer ceased to contribute incurs an immediate Break in Service and his previous years of pension credit will be cancelled.

In any case, if an Employer has ceased to be a Contributing Employer after September 1, 1974, no years of pension credit earned from service for which Employers contributed will be cancelled, unless the employee subsequently incurs a Break in Service under the rules of the Plan.

There are different limitations for years of participation in **Plan B, Plan C, Plan CC, Plan D and Plan G** if an Employer ceases contributions. See Section 8.14 and 8.15 of the Plan for complete explanations. (See also pages 11-14.)

BREAKS IN SERVICE

A Break in Service happens when you do not work in the industry for an extended period of time. It is important to understand the Break in Service rules because if the Break in Service is too long you may lose all the credits you had earned before you left the industry and because it may affect the amount of your benefits if you return to covered employment in 2013 or later.

IF YOU ARE VESTED, A BREAK IN SERVICE WILL NEVER CAUSE YOU TO LOSE PENSION CREDITS.

BREAK IN PRE-PLAN SERVICE (PAST SERVICE)

Page 3 discusses the pension credit for periods of time you worked in the industry before any contributions were made to the Fund on your behalf by your employer. Those periods are called Past Service or Pre-Plan Service.

There is a break in Pre-Plan Service and you do not get credit prior to any time you worked less than 135 days a year for three consecutive years. You should start to count your pension credit from the time you returned to covered employment. An exception is made if you can show that you intended to remain in the industry. An example of such intention would be if you continued to pay dues to a local union. However, a period of more than six consecutive Calendar Years in which you did not earn Pension Credits before the Contribution Period will be considered a Break in Service regardless of the status of Union membership or your intention to remain in Covered Employment.

Some periods of proven disability or periods in the Military Services do not count as breaks if you had been in the industry in an appropriate job for which credits are given and you returned to covered employment immediately after the disability or military service.

BREAKS IN PLAN SERVICE (FUTURE SERVICE)

Breaks in Plan Service are measured differently from Breaks in Pre-Plan Service because the Fund has a record of every hour you worked after your employer became obligated to contribute to the Fund. Before January 1, 1976, your credits were kept in days and months based on days worked. On or after January 1, 1976, your credits are kept in hours in order to comply with the regulations of ERISA. By using the tables on page 4, you can determine if you had a Break in Service.

BEFORE JANUARY 1, 1976, YOU HAD A BREAK IN SERVICE IF YOU EARNED LESS THAN 24 MONTHS OF CREDIT IN ANY SIX CONSECUTIVE YEARS, AND ALL CREDIT BEFORE THAT TIME IS CANCELED. There are three exceptions. If any of these exceptions apply, you will not have a Break in Service and your credits will not be canceled: (1) if you had at least 15 years of pension credits and reached age 55 before the end of the six-year period in which you failed to earn at least 24 months of credit; or (2) if you had satisfied the requirements for a Plan B vested deferred pension before

you left covered employment; or (3) if you worked at least 3 months for a contributing employer before you left covered employment, you returned to covered employment *and* earned at least 12 months of pension credit after your Break in Service, *and* if your first pension application is filed on or after December 1, 1972. In addition, the Trustees will allow you a grace period of up to 2 years if you failed to earn pension credit during that time because you were totally disabled.

BETWEEN JANUARY 1, 1976, AND MAY 31, 1987, a Break in Service occurred if you worked less than 375 hours for a contributing employer in any calendar year. If a Break in Service occurs, it has the effect of cancelling all of your previously credited years of vesting service and your previous pension credits. You may repair the break, however, by returning to covered employment at any time and working at least 750 hours in any calendar year. If you have consecutive years of breaks in service that are equal to or more than the number of years of vesting service you had previously earned, you may repair the break only if you previously had at least 504 hours of service in covered employment while your employer was contributing to the Fund, and if you subsequently earn at least one year of Pension Credit after returning to covered employment.

ON OR AFTER JUNE 1, 1987, the rules are the same as the rules that apply to breaks between January 1, 1976, and May 31, 1987, except for one change in the rule concerning the repair of breaks in service. If you have more than five consecutive one year breaks in service (years in which you worked less than 375 hours for a contributing employer) *and* if those consecutive breaks in service are also equal to or more than the number of years of vesting service that had previously been credited to you, you may only repair the break if you previously had at least 504 hours of service in covered employment while your employer was contributing to the Fund, and if you subsequently earn one year of Pension Credit after returning to covered employment.

FOR BREAKS IN SERVICE THAT OCCURRED AT ANY TIME ON OR AFTER JANUARY 1, 1976, there are three exceptions to the rules which will often excuse the Break in Service:

1. Up to one year will be excused if you failed to earn pension credit because you were totally disabled:
2. If you worked at least 504 hours for a contributing employer before you left covered employment and if you returned at any time and earned an additional 12 months of pension credit after your return, the Break in Service will be repaired. If you return to covered employment in 2013 or later and repair an earlier Break in Service, and your pension benefit level is higher after you return than it was before the Break in Service, your benefit amount when you ultimately retire will be calculated in two parts: your Pension Credit before the Break in Service will be calculated at the Pension Benefit Level that was in effect at that time; your Pension Credit after the Break in Service will be calculated at the Pension Benefit Level that you qualify for at the time of your retirement: and the two amounts will be added together. (See examples on pages 37-38.)

3. On or after June 1, 1987, if you are absent from work for Maternity or Paternity reasons, you will be credited with up to 375 hours of service in the Plan year in which the absence begins if the crediting is necessary to reach the 375 hours requirement in that year or in other cases, in the following Plan year. An absence for Maternity or Paternity reasons means an absence due to pregnancy or due to the birth or adoption of a child.
4. On or after August 3, 1993, if you are on leave under the Family and Medical Leave Act, you will be credited with the hours of service that would have been credited to you if you had not taken such leave, up to a maximum of 375 hours of service in any Plan Year. This credit is only for the purpose of preventing a Break in Service from occurring, and not for any other purpose.

EXAMPLE 1

Employer: A.K. Baking Company
 Contribution Date: January 1, 1987
 Plan Coverage: **Plan A**
 Participant's Date of Birth: December 31, 1941
 Participant's Employment History:
Pre-Plan
 January 1, 1965 22 years 0 months
 to
 December 31, 1986
Contribution Date
 January 1, 1987 3 years 0 months
 to
 December 31, 1989
 Total Pension Credit 25 years 0 months
 Eligible for Pension No

The reason the participant is ineligible is because the Participant did not earn 504 hours of service after his 54th birthday, therefore, he incurred a Break in Service which cancels all Pension Credit. In addition, the Participant did not have 10 years of Vesting Service.

The Participant may qualify by returning to covered employment and earning one year Pension Credit.

Please Note: If the Participant's company had provided Plan B coverage, when he was employed, he would not have suffered a Break in Service and would have been eligible when he applied for Pension because he had over 15 years Pension Credit.

EXAMPLE 2

Employer: Sweet Confections
 Contribution Date: January 1, 1979
 Plan Coverage: **Plan A**
 Participant's Date of Birth: December 31, 1940
 Participant's Employment History:
Pre-Plan Service
 January 1, 1974 1 year 0 months
 to P.H. Confections
 December 31, 1974 Had Collective
 Bargaining Agreement

January 1, 1975 NO
 to CREDIT
 December 31, 1976
 2 years 0 months
 A.K. Confections
 No Collective
 Bargaining Agreement
 January 1, 1977
 to
 December 31, 1978
 2 years 0 months
 Sweet Confections
 Had Collective
 Bargaining Agreement

Contribution Date

January 1, 1979 9 years 0 months
 to Sweet Confections
 December 31, 1987 Collective Bargaining
 Agreement (Contributing
 Employer)
 Total Pension Credit: 12 years 0 months
 Eligible for Pension No (not vested)

Note: There was no break in pre-plan service because participant was out of creditable employment less than 3 years, however, pre-plan service does not count as Vesting Service, therefore the Participant is not vested. The Participant could cure the Break in Service by returning to covered employment and working a year.

EXAMPLE 3

Employer: L.D. Candy Co., H.M. Candy
 Co., and A.K. Candy Co.
 Contribution Date: January 1, 1980
 Plan Coverage: **Plan A**
 Participant's Date of Birth: December 31, 1940
 Participant's Employment History:
Pre-Plan Service
 January 1, 1957 5 years 0 months credit
 to Collective Bargaining
 December 31, 1961 Agreement 1957-1961
 January 1, 1962 NO
 to CREDIT
 December 31, 1968 No Collective Bargaining
 Agreement 1962-1968
 7 year Break in Service
 January 1, 1969 11 years 0 months
 to Collective Bargaining
 December 31, 1979 Agreement

Contribution Date:

January 1, 1980 10 years 0 months credit
 to Collective Bargaining
 December 31, 1985 Agreement
 Total Pension Credit 21 years 0 months

Note: A.K. Candy Company became a contributor to the Fund January 1, 1980 and the Participant earned 10 years of Vesting Service after that date. The Participant can only receive pension credit for 21 years. The reason is, she incurred a break in pre-plan service by working for a non-contributor for 7 years.

She can never receive credit for the first 5 years of pre-plan service even if she evidenced her intention of remaining in covered employment by maintaining her union membership. The reason is, excusing a break in pre-plan service based on union membership can only be extended up to 6 consecutive calendar years.

EXAMPLE 4

Employer: ABC Baking Company
Contribution Date: January 1, 2007
Plan Coverage: **Plan A**
Participant's Date of Birth: December 31, 1970
Participant's Employment History:

Contribution Date

January 1, 2007 4 years 0 months
to

December 31, 2010

Total Pension Credit 4 years 0 months

Eligible for Pension Incurred Break in Service;
all pension credit cancelled.
Not entitled to a pension.

The reason the participant is ineligible for a pension is because he only accrued 4 years of Vesting Service. Participants who earn one hour of service in covered employment on or after January 1, 1999 need 5 years of Vesting Service in order to be eligible for a pension. This Participant could cure his Break in Service by returning to covered employment and working a year.

PENSION PLANS (TYPES)

PLAN A

Plan A is the basic Pension Plan. If you are a participant you are covered by Plan A.

The basic Plan (Plan A) was started to provide additional income over and above Social Security to eligible participants who spent many years working in the Industry.

PLAN A NORMAL PENSION

Plan A Normal Pension – Payable at age 65 or later with 25 years of service. You are eligible to receive full pension benefits at the benefit level for which you qualify.

REDUCED PENSION

Plan A also has a Reduced Benefit which permits you to retire when you reach age 65 with at least 15 years of Pension Credit.

EARLY RETIREMENT PENSION

Plan A also has an **Early Retirement** option which permits you to retire as early as age 55 with a reduced pension. The minimum service requirement depends on your Pension Effective Date (the first day of the month when your pension begins):

- In order to receive an Early Retirement Pension with a pension effective date in 2014 or later, you need at least 15 years of pension credit.
- From January 1, 1999, through December 31, 2013, if you are vested and have at least 10 years of pension credit you could retire on an Early Retirement Pension.
- Participants who retired before January 1, 1999, needed at least 15 years of pension credit for an Early Retirement Pension.

PLAN A VESTED DEFERRED PENSION

A **Plan A Vested Deferred Pension** permits you to leave covered employment at any age if you are vested, and be eligible to receive pension benefits at age 65.

The benefit is equal to the Normal or Reduced benefit to which you are entitled based on your service.

You may choose to begin payment of your Plan A vested pension between the ages of 55 and 65 if you satisfy the minimum service requirement:

- If your benefit will begin in 2014 or later, you will need at least 15 years of pension credit.
- Before 2014, you needed at least 10 years of pension credit.

If you choose to begin your Vested Deferred Pension before age 65 and you are not covered by the Default Schedule, your monthly amount will be reduced by $\frac{1}{2}$ of 1% for each month you are younger than age 65. If you are covered by the Default Schedule, the reductions between age 55 and 65 are shown in Table D.

DISABILITY PENSION

The Trustees have provided a **Disability Pension** for participants who become permanently and totally disabled, are unable to engage in any further employment whatsoever, and who have satisfied the minimum service requirement. To receive a Disability Pension you must have been disabled for six months. You must also have at least 504 hours of service in covered employment within 12 months preceding the onset of your disability. A Disability Pension is not available if you are covered by the Default Schedule.

If you are not covered by the Default Schedule, the minimum service requirement depends on your Pension Effective Date. If your Pension Effective Date is between January 1, 1999 and December 31, 2013, and if you earned more than one hour of Service on or after January 1, 1999, you can retire on a Disability Pension with ten or more years of Pension Credit. If your Pension Effective Date is in 2014 or after, you must have at least 15 years of Pension Credit to retire on a Disability Pension.

APPLYING FOR A DISABILITY PENSION

If your **Disability Pension** application was processed before December 3, 2002, the Trustees are the sole judges of whether you are permanently and totally disabled, and of the date when your permanent and total disability commenced.

For Disability Pension applications processed after December 3, 2002, you may qualify for a Disability Pension if the Trustees determine that you are permanently and totally disabled as defined in the preceding paragraph, or if the Social Security Administration determines that you are permanently and totally disabled for purposes of receiving disability benefits under the Social Security Act.

The earliest date that your Disability Pension from the Fund can begin is the month following the Fund office's receipt of your pension application, provided you have met all the requirements for a Disability Pension and you have satisfied the Fund's six-month waiting period after the onset of your total and permanent disability. Therefore, if you have been found eligible for disability benefits from the Social Security Administration, submit to the Fund Office with your pension application the award letter from the Social Security Administration which shows the date as of which you were deemed permanently and totally disabled. **If you have not yet applied for Social Security disability, the Fund recommends that you file your pension application with the Fund at the same time you file your application for disability benefits with the Social Security Administration.** Your disability pension application will remain active for as long as your application for Social Security disability benefits is pending, and your Disability Pension will begin after the Fund receives your Social Security Administration award letter, based on the date that the Social Security Administration found to be the onset of your disability. However, the Fund will not pay retroactive Disability Pension benefits for more than twenty-four months prior to the Fund's receipt of your Social Security Administration award letter.

If the Social Security Administration has determined that you are not disabled, you may still apply for a Disability Pension from the Fund. Your application will have to be accompanied by medical evidence of disability satisfactory to the Trustees. The Fund will refer your application and its supporting material to medical specialists who will advise the Trustees as to whether you are permanently and totally disabled. If additional information is needed to support your application, you will be contacted by the Fund Office.

If you filed a previous application for Disability Pension benefits from the Fund and you were found ineligible, your application is null and void (except for a timely appeal from the denial, as described on pages 20 and 21). If you want a new determination of disability based on your current condition or based on an award from the Social Security Administration, you must file another pension application. If you meet the requirements of the Fund for a Disability Pension based on that new application, your Pension Effective Date will be established based on the timely filing requirements of the Fund and the special rules described above for Disability Pensions. In no case will your Disability Pension benefits be payable for months before the Fund received your new application or for more than 24 months before the Fund received your Social Security Administration award letter.

AMOUNT OF THE DISABILITY PENSION

Your Pension Effective Date will affect the amount of your disability pension.

- If your Pension Effective Date is in 2014 or later, the amount is based on the benefit you would have received if you were 65 years of age at the beginning of the disability. The amount is then reduced 1/4 of 1% for each month you are younger than 65, but not below 50%. For disability retirees who retire between ages 55 and 65, the pension amount will be at least 10% greater than the Early Retirement Pension (but no greater than the Plan A Normal or Reduced Pension). If a pensioner on a Disability Pension survives to age 65, the Pension will be recalculated to be equal to the Normal or Reduced Pension based on years of pension credit when the disability began.
- If your Pension Effective Date is between January 1, 2000 and December 31, 2013, the amount is equal to the benefit you would have received under the Normal, Reduced or Plan A Vested Deferred Pension based on the years of pension credit you had when the disability began, but calculated as if you were age 65 at the beginning of the disability. However, you will not receive a Golden 80 or Golden 90 Pension unless you qualify for it based on your actual age and service.
- If you began to receive your pension before January 2000, the amount was calculated using the same formula that will apply in 2014 and later.

The 36-month guarantee does not apply to any disability pensions.

PLAN A SUPPLEMENTAL

Effective July 1, 1991, the Trustees provided a supplemental **Plan A** pension benefit if you qualify for a **Plan A** pension and meet the following additional requirements:

1. You must have earned 3 months of future service credit, as defined on page 3, between January 1, 1990 and July 1, 1991;
2. You must be at least 55 years of age, or eligible for a Disability Pension;
3. Your effective date of pension must be April 1, 1991 or after.

Effective August 1, 1992, the Trustees extended the Plan A supplemental benefit to Plan B, Plan D and to Golden 80 (Plan G) and Golden 90 (Plan C) benefits, subject to the same eligibility rules.

If you are eligible under these rules, the amount of the supplemental benefit will vary based on the following:

1. Final pension benefit level for which you qualify;
2. Your age;
3. Your years of service;
4. The pension payment option you choose (see pages 17-19).

The following chart shows the maximum supplemental benefit you can receive if you retire at age 65 with 25 years of service, or if you retire on a Golden 80 or Golden 90 Pension. Take note of the chart headings; the amount of your supplemental benefit may be different, depending on when your pension begins (the "Effective Date" of your pension).

Employee Participants With Effective Dates December 1999 and Prior

<u>Final Benefit Level</u>	<u>Supplemental Benefit Per Month</u>
\$ 600 – 699	\$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 and over	200 maximum

Union Officer Participants With Effective Dates December 1999 and Prior

<u>Final Benefit Level</u>	<u>Supplemental Benefit Per Month</u>
\$ 600 – 699	\$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 – 1399	200
1400 – 1499	225
1500 – 1599	250
1600 – 1699	275
1700 and over	300 maximum

Employee Participants
With Effective Dates January 2000 or Later

<i>Final Benefit Level</i>	<i>Supplemental Benefit Per Month</i>
\$ 25 – 699	\$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 and over	200 maximum

Union Officer Participants
With Effective Dates January 2000 or Later

<i>Final Benefit Level</i>	<i>Supplemental Benefit Per Month</i>
\$ 25 – 699	\$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 – 1399	200
1400 – 1499	225
1500 – 1599	250
1600 – 1699	275
1700 and over	300 maximum

If you retire with a **Plan A** Pension, all **Plan A** rules apply to the determination and reduction of the Plan A Supplemental amount. If you retire on a **Plan B** Pension, the **Plan B** rules apply to the determination and reduction of the **Plan A** Supplemental amount. If you retire on a **Plan CC** Pension before age 55, you will begin to receive your **Plan A** Supplemental benefit when you reach age 55, at an actuarially reduced amount. If you retire on a Golden 80 or Golden 90 Pension, you will receive the full supplemental benefit for your final benefit level. Please refer to “The Amount of Your Pension Benefits” for an explanation of how **Plan A**, **Plan B**, **Plan CC**, **Golden 80**, and **Golden 90** benefits are calculated.

**THE AMOUNT OF YOUR
PENSION BENEFITS**

Monthly Pension Benefits payable under Plan A are determined based on your age at the time you receive pension benefits, your years of pension credit earned in covered employment, and the benefit level at which you were covered when you left covered employment, so long as you had at least 504 hours of service at that benefit level. Special rules may apply if you were employed by more than one contributing employer during your last 2,000 hours or if you returned to covered employment in 2013 or later after a Break in Service. See Section 4.02 of the Rules & Regulations or contact the Fund Administrator for details.

In order to receive the maximum benefit payable under Plan A you must be at least 65 years of age and have at least 25 years of pension credit.

If you are eligible to and want to receive your monthly pension prior to age 65 or with less than 25 years of service, the amount of your reduction is as follows: 1) If you have less than 300 months (25 years) of pension credit, your pension benefit will be in proportion to the total months you worked to 300 months. 2) If you begin to receive your pension benefits between the ages of 55 and 65 your monthly pension amount is reduced by ½ of 1% for each month you are younger than 65. If you are covered by the Default Schedule, the reduction will be larger. See Table D.

Please refer to pages 31 through 39 for examples of how various types of pensions are calculated.

If you do not apply for your benefits until after your normal retirement age (generally, age 65), when you do begin to receive benefits they will be increased by 1% for each month between normal retirement age (or 1.5% after the first 60 months) and the date your benefits begin, except for months that you were working in the Industry, as explained in the “Working After You Retire” Section. If you attain age 70½ in 2020 or after, your benefit must begin to be paid shortly after you reach age 72, as explained in the “Mandatory Commencement of Benefits” section on page 22. If you attained age 70½ prior to 2020, your benefits must begin by April 1 of the calendar year following the year in which you attained 70½.

PLAN B

(Look on your shop chart to determine if you are covered by **Plan B**.)

Plan B was made available to protect those participants who leave covered employment for any reason (including plant closing) before they are 55 years of age but have earned more than 15 years of pension service.

The amount of monthly benefit under Plan B depends on both the age at which the participant decides to draw the benefit and the amount of service the participant has earned.

The benefit cannot be drawn until the participant reaches age 55. After age 55 the monthly benefit will increase the longer the participant waits to draw it. During that delay (if any) the benefit is protected by the Spouse Coverage provided by the Plan as described on page 15.

The monthly amount of the **Plan B** benefit, plus the **Plan A** Supplemental benefit, if you are eligible for it, will be reduced by ½ of 1% for each month by which the commencement of the participant’s pension precedes his or her 65th birthday, and in proportion to the total months the participant worked to 300 months.

IMPORTANT

Your employer must participate in **Plan B** for a specific period of time in order to fully assure that the Limitation of Liability provisions will not apply to your **Plan B** Pension Benefit. The period of participation required in **Plan B** depends on how long your employer has participated in **Plan A** prior to partici-

pation in **Plan B**. The Limitation of Liability provisions are fully explained on page 5. The Limitation of Liability provisions in cases of plant closings will apply until your employer meets one of the following **Plan B** participation requirements:

Years of Participation Required in Plan B:

1. 2 years—If employer is in **Plan A** 6 or more years
2. 3 years—If employer is in **Plan A** 5 but less than 6 years
3. 4 years—If employer is in **Plan A** 2 but less than 5 years
4. 6 years—If employer is in **Plan A** less than 2 years

PLAN D

(Look on your shop chart to determine if you are covered by **Plan D-1, D-2, D-3 or D-4**.)

Plan D was established to provide additional benefits for those participants who work longer than 25 years in the industry.

Plan D-1 provides for a 1% per year increase in the final benefit level for each year the participant works beyond 25 years. For example, a person retiring with 30 years of credited service would receive a 5% increase over and above the final benefit to which he or she would be otherwise entitled.

Plan D-2 is exactly the same except that the increase is 2% per year instead of 1% so that a person retiring with 30 years of credited service would receive 10% over and above the final benefit to which he or she would otherwise be entitled.

Plan D-3 is exactly the same except that the increase is 3% per year instead of 1% so that a person retiring with 30 years of credited service would receive 15% over and above the final benefit to which he or she would otherwise be entitled.

Plan D-4 is exactly the same except that the increase is 4% per year instead of 1% so that a person retiring with 30 years of credited service would receive 20% over and above the final benefit to which he or she would otherwise be entitled.

If you are eligible for the Plan A Supplemental Benefit, your Plan D benefit will be added to your other benefits before the amount of your Supplemental Pension is determined.

THERE IS NO LIMITATION ON THE NUMBER OF YEARS WHICH MAY BE CREDITED UNDER PLAN D-1 OR D-2 OR D-3 OR D-4.

NOTE

You must have at least 504 hours of service in covered employment under **Plan D** to be eligible for any **Plan D** benefit.

Your employer must make at least 24 months of **Plan D** contributions in order to fully assure that the Limitation of Liability provisions will not apply to your **Plan D** Pension Benefit.

PLAN C—GOLDEN 90

(Look on your shop chart to determine if you are covered by Plan C. If you are covered by Plan G it is unnecessary to read the following.)

Plan C was established to give a higher benefit to those who have worked many years in the industry but have not yet become 65 years of age. Plan C benefits are not available to anyone who is covered by the Default Schedule, and time that you

work under the Default Schedule is not counted toward eligibility for Plan C benefits. See the exception to this rule described on page 2.

There is a minimum service requirement, depending on your Pension Effective Date. If you retire in 2014 or later, you must have at least 15 years of Pension Credit to receive a Plan C pension. If you retire before 2014, but you first became a participant in the Pension Fund on or after December 3, 1998, you must have a minimum of 10 years of service to be eligible for this Pension. If you retire before 2014 and you first became a participant before December 3, 1998, you do not have a minimum service requirement.

The Benefit formula is simple: When the sum of your age (in years and months) and your service (in years and months) equal 90 you are entitled to retire at the present full benefit level shown on your shop chart, plus, if you are eligible, the full amount of the **Plan A** Supplemental Benefit to which that amount entitles you.

If you had not satisfied all of the age and service requirements for the Golden 90 Pension by April 30, 2012, you will not be able to reach eligibility for the Golden 90 Pension by “aging into” the benefit after you leave covered employment, except as follows:

- If your last work in covered employment terminates because of a plant closing or permanent reduction in force, you will be eligible for the Golden 90 Pension if the sum of your age and service reaches 90 within 90 days after the plant closing or reduction in force and you satisfy all other requirements for the Plan C pension by that date.
- If the sum of your age and service first reached 90 after a one-year Break in Service (that is, a calendar year in which you did not earn at least 375 hours of service in covered employment), you will be eligible for the Golden 90 Pension if you return to covered employment and earn at least 2000 hours of service under a collective bargaining agreement that provides for a Golden 90 Pension and you satisfy all other requirements for the Golden 90 Pension.
- If you did not have a one-year Break in Service, but the sum of your age and service first reached 90 after leaving covered employment, you will be eligible for the Golden 90 Pension if you return to covered employment and work at least 504 hours under a collective bargaining agreement that provides for a Golden 90 Pension and you satisfy all other requirements for the Golden 90 Pension.

Under these rules, covered employment includes periods of disability or U.S. military service for which you are entitled to pension credit, as described on pages 3 and 4, and periods for which your contributing employer pays you severance pay or accrued vacation following termination of employment.

Of course, if your benefit is paid under certain Joint and Survivor Options or in another optional form, the reductions referred to on pages 17-19 will apply.

You must have 504 hours (63 days) of covered service under Plan C at your present benefit level in order to qualify for the level stated on your shop chart.

In addition, if you return to covered employment in 2013 or later and cure a prior Break in Service, and your benefit level is

higher after the break, your benefit amount will be based on proration of the benefit levels that applied to your service before and after the break. If your benefit level is lower after the break than it was before the break, you will receive no less than you would have been entitled to receive when the Break in Service began. See examples on pages 37-39.

IMPORTANT

Your employer must participate in **Plan C** for a specific period of time in order to fully assure that the Limitation of Liability provisions will not apply to your **Plan C** Pension Benefit. The period of participation required in **Plan C** depends on how long your employer has participated in **Plan A** prior to participation in **Plan C**. The Limitation of Liability provisions are fully explained on page 5. The Limitation of Liability provisions in cases of plant closings will apply until your employer meets one of the following **Plan C** participation requirements:

Years of Participation Required in **Plan C**:

1. 2 years—If employer is in **Plan A** 6 or more years
2. 3 years—If employer is in **Plan A** 5 but less than 6 years
3. 4 years—If employer is in **Plan A** 2 but less than 5 years
4. 6 years—If employer is in **Plan A** less than 2 years

PLAN G—GOLDEN 80

(Look on your shop chart to determine if you are covered by **Plan G**.)

Plan G was established to provide a full benefit when the sum of the participant's age (in years and months) and his or her service (in years and months) total 80. **Plan G** benefits are not available to anyone who is covered by the Default Schedule, and time that you work under the Default Schedule is not counted toward eligibility for **Plan G** benefits. See the exception to this rule described on page 2.

There is a minimum service requirement, depending on your Pension Effective Date. If you retire in 2014 or later, you must have at least 15 years of Pension Credit to receive a **Plan G** pension. If you retire before 2014, but you first became a participant in the Pension Fund on or after December 3, 1998, you must have a minimum of 10 years of service to be eligible for this Pension. If you retire before 2014 and you first became a participant before December 3, 1998, you do not have a minimum service requirement.

The Benefit formula is simple: When the sum of your age (in years and months) and your service (in years and months) equal 80 you are entitled to retire at the present full benefit level shown on your shop chart, plus, if you are eligible, the full amount of the **Plan A** Supplemental Benefit to which that amount entitles you.

If you had not satisfied all of the age and service requirements for the Golden 80 Pension by April 30, 2012, you will not be able to reach eligibility for the Golden 80 Pension by "aging into" the benefit after you leave covered employment, except as follows:

- If your last work in covered employment terminates because of a plant closing or permanent reduction in force, you will be eligible for the Golden 80 Pension if the sum of

your age and service reaches 80 within 90 days after the plant closing or reduction in force and you satisfy all other requirements for the Golden 80 Pension.

- If the sum of your age and service first reached 80 after a one-year Break in Service (that is, a calendar year in which you did not earn at least 375 hours of service in covered employment), you will be eligible for the Golden 80 Pension if you return to covered employment and earn at least 2,000 hours of service under a collective bargaining agreement that provides for a Golden 80 Pension and you satisfy all other requirements for the Golden 80 Pension.
- If you did not have a one-year Break in Service, but the sum of your age and service first reached 80 after leaving covered employment, you will be eligible for the Golden 80 Pension if you return to covered employment and work at least 504 hours under a collective bargaining agreement that provides for a Golden 80 Pension and you satisfy all other requirements for the Golden 80 Pension.

Under these rules, covered employment includes periods of disability or U.S. military service for which you are entitled to pension credit, as described on pages 3 and 4, and periods for which your contributing employer pays you severance pay or accrued vacation following termination of employment.

Of course, if your benefit is paid under certain Joint and Survivor Options or in another optional form, the reductions referred to on pages 17-19 will apply. You must have 504 hours (63 days) of service in covered employment under **Plan G** to be eligible for the benefit shown on your shop chart. In addition, if you return to covered employment in 2013 or later and cure a prior Break in Service, and your benefit level is higher after the break, your benefit amount will be based on proration of the benefit levels that applied to your service before and after the break. If your benefit level is lower after the break than it was before the break, you will receive no less than you would have been entitled to receive when the Break in Service began. See examples on pages 37-39.

IMPORTANT

Your employer must participate in **Plan G** for a specific period of time in order to fully assure that the Limitation of Liability provisions will not apply to your **Plan G** Pension Benefit. The period of participation required in **Plan G** depends on how long your employer has participated in **Plan A** prior to participation in **Plan G**. The Limitation of Liability provisions are fully explained on page 5. The Limitation of Liability provision in cases of plant closings will apply until your employer meets one of the following **Plan G** participation requirements:

Years of Participation Required in **Plan G**:

1. 2 years—If employer is in **Plan A** 6 or more years
2. 3 years—If employer is in **Plan A** 5 but less than 6 years
3. 4 years—If employer is in **Plan A** 2 but less than 5 years
4. 6 years—If employer is in **Plan A** less than 2 years.

No limitation of liability will be applied if the employer has satisfied the limitation of liability requirements of **Plan C** and agreed to participate in **Plan G** or **Plan CC** in the first year of the first contract negotiated on or after August 1, 1981.

PLAN CC

(Look on your shop chart to determine if you are covered by **Plan CC**.)

Plan CC was made available by the Trustees to provide benefits to Participants in the event of a plant closing or the permanent elimination of their jobs. The same eligibility for benefits rules apply as in **Plan G**. However, the benefits are available only if retirement is caused by a plant closing or a permanent reduction in force. **Plan CC** benefits are not available to anyone who is covered by the Default Schedule, and time that you work under the Default Schedule is not counted toward eligibility for **Plan CC** benefits.

There is a minimum service requirement, depending on your Pension Effective Date. If you retire in 2014 or later, you must have at least 15 years of Pension Credit to receive a **Plan CC** pension. If you retire before 2014, but you first became a participant in the Pension Fund on or after December 3, 1998, you must have a minimum of 10 years of service to be eligible for this Pension. If you retire before 2014 and you first became a participant before December 3, 1998, you do not have a minimum service requirement.

The Benefit formula is simple: Within 90 days after your plant closing or reduction in work force if the sum of your age (years and months) and your service (years and months) equal 80, you are entitled to retire at the present full benefit level shown on your shop chart, plus the **Plan A** Supplemental Benefit to which that amount entitles you.

Of course, if your benefit is paid under certain Joint and Survivor Options or in another optional form, the reductions referred to on pages 17-19 will apply.

You must have 504 hours (63 days) of service in covered employment under **Plan CC** to be eligible for the benefit shown on your shop chart.

In addition, if you return to covered employment in 2013 or later and cure a prior Break in Service, and your benefit level is higher after the break, your benefit amount will be based on proration of the benefit levels that applied to your service before and after the break. If your benefit level is lower after the break than it was before the break, you will receive no less than you would have been entitled to receive when the Break in Service began. See examples on pages 37-39.

If a Participant's age and service do not equal 80 at the time of retirement (within 90 days of plant closing), the rules governing **Plan A** or **Plan B** or **Plan C** eligibility shall apply.

IMPORTANT

Your employer must participate in **Plan CC** for a specific period of time in order to fully assure that the Limitation of Liability provisions will not apply to your **Plan CC** Pension Benefit. The period of participation required in **Plan CC** depends on how long your employer has participated in **Plan A** prior to participation in **Plan CC**. The Limitation of Liability provisions are fully explained on page 5. The Limitation of Liability provisions in cases of plant closings will apply until your employer meets one of the following **Plan CC** participation requirements:

Years of Participation Required in **Plan CC**:

1. 2 years—If employer is in **Plan A** 6 or more years
2. 3 years—If employer is in **Plan A** 5 but less than 6 years
3. 4 years—If employer is in **Plan A** 2 but less than 5 years
4. 6 years—If employer is in **Plan A** less than 2 years

No Limitation of Liability will be applied if the Employer has satisfied the Limitation of Liability requirements of **Plan C** and agreed to participate in **Plan G** or **Plan CC** in the first year of the first contract negotiated on or after August 1, 1981.

CHANGES TO PENSION TYPE

Pension Benefits are paid based on one of the pension types listed on pages 9-14. If you are eligible for more than one type of benefits, you will be required at the time of your retirement to select one type under which your benefits will be paid. Once you begin to receive pension benefits under the pension type you selected, you will have up to 90 days to request a change in your pension type. If you fail to request a change in your pension type within this 90 day period you will not be able to change your pension type in the future. **For example:** You are found eligible to receive an Early Retirement Pension, effective April 1, 2014. To request a change to another pension type, such as a Disability Pension, you must notify the Fund no later than July 1, 2014. The Fund will review your request, advise if you may qualify for the requested change and what information or action is necessary to make the change.

PARTICIPANTS WHO DIE BEFORE RETIREMENT

Participant—Not Married

If you are not covered by the Default Schedule:

If you are not married, and you die prior to becoming eligible for pension benefits, or if you are eligible at the time of your death but have not filed a pension application, your beneficiaries are not entitled to receive any pension benefits from the Fund, unless you meet one of the following conditions:

1. The sum of your age and service at the time of your death equals 90; or
2. You are covered under the Golden 80 Pension and the sum of your age and service at the time of your death equals 80; or
3. You have earned 504 hours of service in Covered Employment after January 1, 1997, and either
 - have 15 years of Pension Credit or
 - are entitled to a Plan A Vested Deferred Pension.

If you meet eligibility requirements of paragraphs 1, 2 or 3 above, benefits are paid under the 36-month guarantee, which is described on pages 18-19. Under paragraph 3, if you die prior to age 55 and you are not eligible for a Plan C or Plan G Pension, the benefit payment to your beneficiaries will be calculated based on an Early Retirement Pension and paid as if you had been age 55 as of the date of your death.

If you are covered by the Default Schedule:

The 36-month guarantee does not apply if you are covered by the Default Schedule. If you die before you file a pension application, and you are not married, no benefits will be payable to your survivors.

Participant—Married

The Trustees have provided that any participant who is vested, who worked at least one hour on or after June 1, 1976, who dies on or after August 23, 1984, and has a surviving spouse as described below will have his or her spouse covered for Pension Benefits in case the participant dies while still employed, before submitting a pension application or while receiving a Disability Pension. The participant's spouse will be considered a surviving spouse for purposes of this benefit only if the participant and spouse are married, and have been married for at least one year, on the Participant's date of death. Benefits will be paid as a 50% Joint and Survivor Pension only. No other form of pension can be taken.

If the participant's pension began before January 2000, or if it begins in 2014 or later, the amount of the participant's and surviving spouse's benefit will be actuarially reduced to take into account the difference between the age of the participant and the age of the spouse on the Pension Effective Date. The amount of that actuarial reduction is shown in Tables A and B. Note that Table C, which applies to participants covered by the Default Schedule, requires larger reductions for the 50% Joint and Survivor pension.

If the participant's pension began between January 1, 2000, and December 31, 2013, there is no actuarial reduction to the benefit, if the participant is not covered by the Default Schedule. The amount of the surviving spouse's benefit will be one-

half of the pension that the participant would have received at the earliest age of eligibility for benefits.

The earliest the benefit to the surviving spouse can begin to be paid, in most cases, is when the participant would have first become eligible for an Early Retirement Pension (as described on page 9), but the surviving spouse may elect to begin receiving payments as late as the first day of the month following the date that the participant would have reached normal retirement age (generally, age 65). If the surviving spouse elects to postpone beginning the payments, the monthly benefit will be increased by 0.5555% for each month of that postponement. In any event, if the surviving spouse dies before beginning to receive payments, no benefits will be paid unless a 36-month guarantee is payable, as page 18 describes.

The surviving spouse may defer receipt of the pension until the date when the participant would have attained normal retirement age, provided the participant earned at least one hour of pension credit on or after July 1, 2000. If the surviving spouse elects to defer the pension, the amount of the surviving spouse's pension will be based on the normal retirement age pension that the participant would have received based on the participant's actual service credit, plan participation and applicable benefit level.

If the participant was eligible for a Golden 80 or Golden 90 pension on the date of death, the amount of the surviving spouse's pension will be based on the Golden 80 or Golden 90 pension that the participant would have received on that date. If the participant was covered by a Golden 80 or Golden 90 pension but was not yet eligible for that pension when he or she died, the surviving spouse will not be permitted to qualify for a benefit based on the Golden 80 or Golden 90 pension amount by deferring the receipt of the pension. The only exceptions to this rule are surviving spouses who were permitted between July 1, 2001, and April 30, 2012, to defer receipt of their benefits. If their pensions began before May 1, 2012, or if the participant would have reached eligibility for the Golden 80 or Golden 90 pension on or before April 30, 2012, these surviving spouses are entitled to have their benefits based on the larger benefit amount.

HERE ARE SOME EXAMPLES:

1. Participant dies on September 1, 2013, at age 57 with 23 years of service, covered by Plans A and C (Golden 90) and a pension benefit level of \$1,200 and not subject to the Default Schedule. The participant's spouse, who is 53, is entitled to receive pension benefits based on Plan A as a 50% Joint and Survivor Pension beginning October 1, 2013. The monthly amount payable at age 57, under Plan A, to the participant is \$574 per month. The spouse is entitled to one-half, \$287 per month for life.
2. If the participant in example 1 had been covered by Plans A and G (Golden 80) the participant's pension benefit would be based on the Golden 80 pension. The participant would have been entitled to receive \$1,200 and the spouse would be entitled to receive \$600 per month for life.
3. If the participant in example 1 died at age 43, the spouse would not be eligible to receive a pension benefit until the

participant would have reached age 55. The spouse's earliest date to receive a pension benefit therefore would be the month following the participant's 55th birthday. The monthly amount payable under Plan A to the participant would have been \$442. The spouse is entitled to one-half, \$221 per month, for life.

4. The spouse of the participant in example 1 may defer receipt of the pension benefit until the participant would have reached normal retirement age, which is usually age 65. If the spouse chooses this option, the pension benefit amount will be based on the normal retirement age pension of \$1,104. The spouse would be entitled to receive a pension of \$552 per month for life.
5. If the participant's date of death is on or after May 1, 2012, the surviving spouse will receive a pension benefit based on the Golden 80 or Golden 90 pension only if the participant was eligible for that pension on the date of death.

In order to receive pension benefits from the Fund, the spouse must apply for the pension at the time of the participant's death, or, if later, when the participant first would have been eligible to receive pension benefits. If the spouse applies after the time described in the preceding paragraph, the benefit will be paid beginning with the month following receipt of the pension application. The monthly benefit will be increased as described on page 15 for deferred receipt of pension.

Participants Receiving Disability Benefits

If you retired with a Disability Pension between January 1, 2009, and December 31, 2013, and you are married, your benefit would be paid in the form of a 50% Joint and Survivor Pension unless you elect an Alternate Joint and Survivor Option described on pages 17-18. The 50% Joint and Survivor Pension

will provide a lifetime pension for your spouse if you die while he or she is still living. Your pension will not be reduced to provide this protection for your spouse. If you choose the 75% or 100% Joint and Survivor Option, your pension would be reduced to provide the additional protection for your spouse, as page 17 describes. (The 75% and 100% Joint and Survivor Options were not available for Disability Pensions with pension effective dates before January 1, 2009). Whichever form you elect when your Disability Pension begins, you will be given another opportunity to elect the 50% Joint and Survivor Pension or one of the Alternate Joint and Survivor Options when you reach age 65.

If you marry while you are receiving a Disability Pension, you will be given an opportunity to protect your new spouse with a 50% Joint and Survivor Pension, or one of the Alternate Joint and Survivor Options, when you reach age 65. If you die before age 65, your new spouse will be entitled to the benefits described on page 15 under "Participant-Married" if the other requirements for those benefits are satisfied.

If you begin receiving a Disability Pension in 2014 or later or if you began receiving your Disability Pension before January 2000, your pension will be paid under the form you (you and your spouse, if you were married at the time) elected when the Pension began. If the pension is paid in the form of a 50% Joint and Survivor Pension, your spouse will receive half of your pension if you die while he or she is still alive. If you rejected the Joint and Survivor Pension when your Disability Pension began, you will be given another opportunity to elect a 50% Joint and Survivor Pension, or one of the Alternate Joint and Survivor Options, at age 65. If you die before age 65 with a surviving spouse who is not protected by a 50% Joint and Survivor Pension, your spouse will be entitled to the benefits described on page 15 under "Participant-Married" if the other requirements for those benefits are satisfied.

PENSION OPTIONS

The Fund offers various options for the payment of pension benefits. The normal form of the benefit – and the one that will be paid unless you specifically elect a different form on your pension application – is the 50% Joint and Survivor Pension (formerly known as the 50% Husband and Wife Pension). The 50% Joint and Survivor Pension and the other forms of benefit that you can choose are described on this page, and pages 18 and 19. A person's spouse is the person they are married to under applicable federal and state law.

THE 50% JOINT AND SURVIVOR PENSION

Under the 50% Joint and Survivor Pension, the Fund will pay a monthly benefit to you for as long as you live and then, if your spouse is still alive, the Fund will pay 50% of that monthly benefit to your surviving spouse for as long as he or she lives.

If your pension benefits begin in 2014 or later (earlier, if you are covered by the Default Schedule), or if they began before January 2000, the monthly benefit that you receive while you are alive is actuarially reduced in order to pay for the benefit to your surviving spouse. That means that your monthly benefit is smaller than the monthly benefit you would receive if you chose a pension that ends when you die. The amount of that reduced monthly benefit depends on the difference between your age and your spouse's age and whether you are covered by the Default Schedule, as Tables B and C show.

If your pension benefits begin between January 1, 2000 and December 31, 2013 and you are not covered by the Default Schedule, there is no actuarial reduction for the 50% Joint and Survivor Pension. During your lifetime, you will receive the full monthly amount that you are entitled to under Plan A, Plan C, Plan CC, Plan D, or Plan G, and after you die, your spouse will receive half of that amount for life. A 50% Joint and Survivor Pension with a Pension Effective Date January 2000 or later is guaranteed for 36 months, unless you are covered by the Default Schedule. The 36-month guarantee on the Joint and Survivor Pension means that if both you and your spouse should die within 36 months after your benefits begin, the remaining payments will be paid to the beneficiary or beneficiaries that you select. The amount payable is determined by multiplying your pension amount by 36, and deducting the total amount of pension payments made to you and your spouse. In no case is the 36-month guarantee payable after more than 36 monthly payments have been made to you and/or your spouse. THIS GUARANTEE DOES NOT APPLY TO DISABILITY PENSIONS.

HOW TO REJECT THE 50% JOINT AND SURVIVOR BENEFIT

If you want to receive your benefit in a form other than the 50% Joint and Survivor benefit, both you and your spouse (if you are married) must sign the Joint and Survivor Rejection Form that the Pension Fund will send you prior to your Pension Effective Date. Even if you are not married, you must sign the Rejection Form to elect one of the other forms of benefit. If you are married but cannot locate your spouse, you will be allowed to reject the Joint and Survivor Pension if you provide satisfactory evidence that your spouse cannot be located.

All rejection forms must be completed within the 180-day period that ends on the Effective Date of your pension. If you submit your pension application more than 180 days before that date, and you have rejected the Joint and Survivor Benefit, you must reconfirm that rejection during the 180-day period.

75% JOINT AND SURVIVOR PENSION

This Pension will pay an actuarially reduced benefit to you during your lifetime, then after you die your surviving spouse will receive 75% of the monthly benefit you were receiving. In order to pay for this extra benefit to your surviving spouse, the benefit you receive during your lifetime will be smaller than it would be under the 50% Joint and Survivor Pension and it would be even smaller if you are covered by the Default Schedule, as Tables B and C show.

100% JOINT AND SURVIVOR PENSION

This Pension is like the 75% Joint and Survivor Pension, except that after you die your surviving spouse will receive 100% of the monthly benefit you were receiving during your lifetime. In order to pay for this extra benefit to your surviving spouse, the benefit you receive during your lifetime will be smaller than it would be under the 50% Joint and Survivor Pension or the 75% Joint and Survivor Pension, and it would be even smaller if you are covered by the Default Schedule, as Tables B and C show.

HOW TO ELECT 75% AND 100% JOINT AND SURVIVOR PENSIONS

You must elect the 75% or the 100% Joint and Survivor Pension during the period that starts 180 days before the Pension Effective Date and ends 90 days after the Pension Effective Date. (The Pension Effective Date is the first day of the month when your pension begins.) Only you, the Participant, can elect the 75% or 100% Joint and Survivor Option: your surviving spouse cannot elect it after your death. In addition, the Participant must be alive on the Pension Effective Date for the 75% or 100% Joint and Survivor Option to be effective. If the Participant dies before the Pension Effective Date, the spouse will receive the benefits payable when Participants die before retirement, as described on page 15.

JOINT AND SURVIVOR POP-UP OPTION

If you are receiving an actuarially reduced Joint and Survivor Pension (the 75% and 100% Joint and Survivor Pensions, or a 50% Joint and Survivor Pension that begins in 2014 or later, or that began before January 2000), and if your spouse dies while you are still alive, you will continue to receive the actuarially reduced pension benefit for as long as you live. A "Pop-Up" Option is available for pensions beginning in July 1995 or later. Under the Pop-Up Option, if your spouse dies before you do, your monthly benefits following your spouse's death will be increased to the amount that you would have received if you had not selected a Joint and Survivor Pension when you retired. Then, when you die, no further benefits will be paid.

If you choose the Pop-Up Option, the actuarial reduction in your pension is slightly greater than it would be for the Joint and Survivor Pension without the Pop-Up, and the reduction would be even greater if you are covered by the Default Schedule. Tables B and C show the amount of the actuarial reduction for each of the Joint and Survivor Pensions with and without the Pop-Up.

The same Pop-Up Option was available for 50% Joint and Survivor Pensions that began between July 1995 and January 2000, and is also available for 50% Joint and Survivor Pensions that begin in 2014 and later or under the Default Schedule. Because a 50% Joint and Survivor Pension beginning between January 1, 2000 and December 31, 2013 is not actuarially reduced during your lifetime, no Pop-Up is needed for 50% Joint and Survivor Pensions beginning in that time period.

OPTIONS FOR BENEFITS OTHER THAN JOINT AND SURVIVOR PENSIONS

Two optional forms of benefit are available to you if you reject the Joint and Survivor Pension. They are the Regular Pension Option and the 10-Year Option. They are described below.

In order to elect any of these optional forms of benefit, both you and your spouse must sign the Joint and Survivor Rejection Form that will be sent to you prior to your Effective Date of pension. Even if you are not married, you must sign the rejection form to elect one of the optional forms of benefit. If you are married but cannot locate your spouse, you will be allowed to reject the Joint and Survivor Pension if you provide satisfactory evidence that your spouse cannot be located.

All rejection forms must be completed within the 180-day period that ends on the Effective Date of your pension. If you submit your pension application more than 180 days before that date, and you have rejected the Joint and Survivor Benefit, you must reconfirm that rejection during the 180-day period.

The following options are available to you if you reject the Joint and Survivor Pensions:

10-YEAR OPTION

This option provides a guarantee of at least 10 years of Pension payments from the Pension Effective Date. If the Pensioner should die before receiving the full 10 years beginning with the Effective Date of Pension, the remaining payments will be paid to the designated beneficiary. A slight reduction is made in the Pension amount to insure the 10-Year Option. The amount of the reduction is greater if you are covered by the Default Schedule. See Tables A and E. **THIS OPTION IS NOT AVAILABLE FOR DISABILITY PENSIONS OR IF A JOINT AND SURVIVOR PENSION IS CHOSEN.** The participant must be alive on the Effective Date of the pension to receive this option.

Once the 10-Year Option has become payable, the monthly amount shall not be changed even if the pensioner is alive after the 10-year guarantee period.

If the Pensioner's Pension Effective Date is before May 1, 2012, the remaining payments payable to each survivor or to the estate shall be paid in a single lump-sum that is the actuarial present value of the remaining payments, calculated in accordance with Section 8.20(c) of the Rules and Regulations, if:

there is more than one survivor, benefits are payable to the Participant's estate, or benefits are payable after the Participant's death to any person other than the Participant's spouse or another beneficiary named by the Participant.

If the Pensioner's Pension Effective Date is after April 30, 2012, the Pension Fund will not pay any benefit amounts of more than \$5,000 in a lump sum, but will continue making monthly payments to the beneficiary for the remainder of the 10-year period.

SOCIAL SECURITY OPTION

The Social Security Option was available to participants with Pension Effective Dates before May 1, 2012. This section describes the rules that will apply to participants who elected this option for benefits beginning before that date. **THE SOCIAL SECURITY OPTION IS NOT AVAILABLE TO ANY PARTICIPANT WITH A PENSION EFFECTIVE DATE AFTER APRIL 30, 2012.**

If you elected the Social Security Option and began your pension before May 1, 2012, you will receive increased benefits until age 62 (if you retired prior to age 62) or until age 65 (if you retired after age 62). When you reach age 62 or 65, your benefits will be reduced.

If you were 59 years old when you retired and you elected the Social Security Option to take effect on your 60th birthday, the amount of the pension benefit you receive until age 60 will be the amount of the benefit you would otherwise receive under Plan A Early Retirement, Plan B, C, D or G, in the form of a single-life annuity. Your benefit will increase to the amount of the Social Security Option when you reach age 60, and will be reduced as described above, when you reach age 62.

36-MONTH GUARANTEE (REGULAR PENSION OPTION)

If you are covered by the Default Schedule:

The 36-month guarantee will not apply to any of your benefits if you are covered by the Default Schedule.

If you are not covered by the Default Schedule:

If you reject the Joint and Survivor Pensions, you do not choose the 10-Year Option, and you are not receiving a Disability Pension, your benefit will be covered by the 36-month guarantee. What that means is that, if you apply for your pension and die within the 90-day period preceding the intended retirement date that you first put in your pension application, or if you die within 36 months after your pension begins, your beneficiary will receive your benefits for the remainder of the 36 months.

Thirty-six months of benefits are also payable to your beneficiary if you die before filing a pension application and either (1) your age and service equal 90, or (2) your age and service equal 80 and you are covered by Golden 80 (Plan G), or (3) you have earned 504 hours of service in covered employment after January 1, 1997, and have either 15 years of Pension Credit (10 years, if vested) or are entitled to a Plan A Vested Deferred Pension. If you are married and your spouse is entitled to the Joint and Survivor Benefit that is described on page 12, your spouse will receive that benefit instead of the 36-month guarantee.

The 36-month guarantee also applies to 50% Joint and Survivor Pensions (but not Disability Pensions) that began January 2000 or later. Under that guarantee, if both you and your spouse die less than 36 months after your pension began, the remaining payments will be paid to the beneficiary or beneficiaries that

you select. The amount payable is determined by multiplying your pension amount by 36, and deducting the total amount of pension payments made to you and your spouse. In no case is the 36-month guarantee payable after more than 36 monthly payments have been made to you and/or to your spouse.

WHEN YOU ARE READY TO RETIRE

APPLYING FOR A PENSION

When you are ready to retire, **YOU MUST FILE AN APPLICATION** for pension benefits. If you are not yet 65, you must separate from all covered employment before your pension can begin. Your employer will be asked to verify the date when your employment is ending.

You can secure an application form at your local union office or by writing to the Bakery and Confectionery Union and Industry International Pension Fund, 10401 Connecticut Avenue, Kensington, Maryland 20895-3960. You may also download an application form from the Pension Fund's website, at www.bc.trustfunds.org/documents.html.

AN APPLICATION FOR PENSION BENEFITS MUST BE FILED IN ADVANCE OF THE FIRST MONTH FOR WHICH PENSION BENEFITS ARE PAYABLE. FOR EXAMPLE, IF YOU WISH YOUR PENSION TO START ON NOVEMBER 1, YOUR APPLICATION MUST BE MAILED TO THE FUND OFFICE BEFORE NOVEMBER 1. IT IS ADVISABLE TO APPLY AS EARLY AS POSSIBLE. BENEFITS WILL NOT BE RETROACTIVE TO THE DATE WHEN YOU WERE FIRST ELIGIBLE.

A pension application can be filed up to one year in advance of your effective date of pension. However, a pension application filed more than a year in advance of your effective date of pension is null and void, **and a new application must be filed to apply for benefits.**

If you are over 72 (or, in certain cases over age 70½) but have not applied for your pension, see "Mandatory Commencement of Benefits" on page 22 for an explanation of when your benefit will begin.

If you apply for a **DISABILITY PENSION**, your benefits do not start until the later of the seventh month after the onset of your disability or the first month after the Fund receives your pension application. For example, if you become disabled on April 15 your pension cannot start until November 1. You must of course file your application before November 1.

If you fail to file a timely application to receive your Disability Pension, your Disability Pension benefits will not be retroactive to when you first became eligible to receive Disability Pension benefits. Your Disability Pension will begin the month following receipt of your application. You will be required to submit proof of age with your application. You will also be asked to list all employers for whom you have worked in the past. You also will be required to submit the documents described below:

- If you are married, you must submit a copy of your marriage certificate, unless you and your spouse reject the Joint and Survivor Pension, as described on page 17.
- If you choose the 50%, 75% or 100% Joint and Survivor Pension, you must submit proof of age for your spouse.
- If you have ever been divorced, you must provide copies of your divorce decree(s) and marital property settlement agreement(s) so that the Fund can determine whether your ex-spouse has been awarded a portion of your pension and that you are divorced.

- If you may be entitled to Past Service Credit, or in certain other circumstances, you will be asked to sign an authorization for the Social Security Administration to provide records of your reported earnings to the Pension Fund.

When you apply for benefits, you will be required to submit evidence of any facts that are needed to support your benefit claim. The Trustees have discretion to determine whether the evidence that you submit is sufficient. In particular, if you contend that an employer has failed to report some or all of your Covered Employment to the Fund, it will be your burden to provide evidence of the work that was not reported and evidence that this work was in Covered Employment.

When you are ready to retire, the Pension Fund Office will be pleased to answer any questions you may have concerning your eligibility.

DIVORCE DECREES

A judge in a divorce proceeding can grant a portion of a participant's pension to the spouse if it is done through a qualified domestic relations order (a "QDRO").

If such a payment is required the participant's pension benefit will be reduced to take into account the amount that the spouse will receive.

In addition, if you are divorced, you must submit a copy of your Divorce Decree and Settlement Agreement to the Fund when applying for pension benefits. The Fund cannot pay you your pension benefits unless we receive this information.

If you are in the process of getting a divorce, you or your lawyer should contact the Fund to request a copy of the Fund's procedures for review of domestic relations orders and the Fund's model QDROs. Using one of the model QDROs can save you time and attorneys' fees.

DESIGNATING A BENEFICIARY

1. Pensioner—Single

If you are single on the effective date of your pension, you can designate any beneficiary to receive the balance of pension benefits, if any, due upon your death under the 36-month guarantee or the 10-Year Option.

2. Pensioner—Married

If you are married on the effective date of your pension, and if you chose a pension option other than a Joint and Survivor Pension, you can designate any beneficiary to receive any pension benefits that may be due upon your death, but your spouse must consent to the beneficiary you designate. Also, you cannot change that designated beneficiary at a later date unless the person who was your spouse on the effective date of your pension consents to the change.

APPEALS

In order to assure complete fairness, the Trustees have a special appeals procedure in effect which permits an applicant to appeal any decision of the Pension Fund Office regarding eligibility for benefits or the amount of benefits. You are entitled to receive a decision on your pension application within 90 days,

unless special circumstances require a longer period for processing your application. If such special circumstances exist, you will be notified in writing of the reasons, and the decision on your pension application will be made by the end of one additional period of 90 days. If you apply for a Disability Pension, the initial period for processing your application is 45 days. If special circumstances require additional time, that period may be extended for two additional periods of 30 days each with notice to you of the reasons. With your voluntary consent, the time for processing an application for Disability Pension may be extended for a longer time (for example, if you are waiting for a Social Security disability determination).

If any application is denied, you will receive a written notice that describes the specific reasons for the denial and refers to the specific Plan provisions on which the denial is based. If your application is denied because you have not submitted adequate information to support it, you will be advised of what information is needed and why the fund needs it. If your application for a Disability Pension is denied, the notice of denial will also include a discussion of and – if applicable – an explanation of why the Pension Fund agreed or disagreed with the decisions of medical or vocational experts regarding whether or not you are disabled. The decision will also identify any specific internal rule, guideline, protocol or other criterion upon which the decision is based.

To appeal from a decision that denied your application for benefits or that awarded benefits in an amount less than you expected, a letter of appeal must be addressed to the Board of Trustees at the Fund Office stating all of the facts of your case as you know them. Your Local Union will be glad to assist you in gathering the information necessary and submitting the appeal. The appeal must be sent within 180 days after you receive a letter denying your application in whole or in part or awarding you lower benefits than you think you should receive. Include with your appeal any written comments, documents, records or other information that supports your entitlement to the benefits you are requesting. All relevant evidence will be considered, even if it was not submitted with your initial application.

The Board of Trustees has appointed an Appeals Committee consisting of the Chairman and Secretary of the Board of Trustees. They meet every three months and review all appeals which have been submitted. At each meeting they will rule on the appeals which have been submitted at least thirty days prior to the meeting, and you will be notified shortly thereafter of their decision. In the event special circumstances require additional investigation of an appeal, the Committee may delay a decision until the following meeting, in which case you will be informed in writing. If the facts of the case require, in their opinion, a ruling by the full Board of Trustees, the appeal will be presented to the full Board at its next semi-annual meeting.

If you appeal from the denial of a Disability Pension, you must follow the rules described above. You may request a copy of any internal rule, guideline, or similar criterion on which the denial of your application was based. You may ask for identification of any medical or vocational expert whose advice was obtained by the fund in connection with your application. If the denial was based in whole or in part on any medical judgment, the Appeals Committee will consult with a health care professional who has appropriate training and experience in the field

of medicine involved in that medical judgment, and who played no role in the initial denial of your application. If the Appeals Committee denies your appeal after review of any such medical evidence, you will be entitled to receive an explanation of the clinical basis for that determination. The Fund will provide you, free of charge, any new or additional evidence considered, relied upon or generated by the Fund in connection with your appeal and with any new or additional rationale for the denial of your application. Such information will be provided to you sufficiently in advance of the Fund's decision on your appeal so that you will have a reasonable opportunity to respond before the Fund reaches a final decision on your appeal.

All appeals must be in writing, and no individual appearances are required or permitted. Upon request, you will be allowed reasonable access to, or will be provided copies of, all documents, records, and other information that are relevant to your claim for benefits.

ALL DECISIONS OF THE APPEALS COMMITTEE ARE FINAL. IF YOU WISH TO CHALLENGE A DECISION OF THE APPEALS COMMITTEE, YOU MAY FILE AN ACTION UNDER SECTION 502(a) OF ERISA. ANY SUCH ACTION MUST BE FILED NO LATER THAN FIVE YEARS AFTER THE DATE ON WHICH (i) THE APPEALS COMMITTEE ISSUES ITS DECISION OR (ii) IF THERE WAS NO SUCH DECISION, THE DEADLINE FOR THE COMMITTEE TO HAVE ISSUED ITS DECISION.

WORKING AFTER YOU RETIRE

Depending on your age, once you begin to receive (or are entitled to receive) your pension, your benefits may be suspended in accordance with federal government regulations for any month in which you work in "Industry Employment" (as it is defined below).

- If you are under age 65, your benefits will be suspended for any month in which you work 40 or more hours in Industry Employment.
- If you are 65 or older, you can work in Industry Employment as much as you want and your benefits will not be suspended (unless you have not made an application to start your benefits). This rule was first effective July 1, 2001.
- You may work outside Industry Employment at any age without affecting your pension.

The kind of work that can result in the suspension of your benefits is referred to here as "Industry Employment." It means work in the bakery and confectionery industry:

- in employment or self-employment (including as owner or partner in a business or as a consultant),
- union or non-union, or as a union officer or employee,
- in any trade or craft in which you worked while in Covered Employment, and
- in any state or Canadian province in which an employer was obligated to make contributions to the Pension Fund at the time you retired or at the time you reached normal retirement age. (Participants who are entitled to benefits under another pension plan that merged with the Fund may be subject to different rules. Contact the Fund Office for details.)

If you return to Industry Employment before age 65, you must notify the Fund in writing within twenty-one (21) days of such employment. In addition, if the fund requests information from you regarding employment you may currently have or have had since you began receiving pension benefits, you must comply within sixty (60) days of the request. If you want to know whether a particular job or type of work is Industry Employment, you may write to the Fund Office at the address given on page ___ and you will receive an answer to your question within a reasonable period of time after you provide all of the information that is necessary to make that determination.

If you do not give such written notice within the 21-day period or provide the requested information within the 60-day period as described above, your pension benefits shall be suspended for an additional 12 months over and above the suspension period. Please refer to Article VIII, Section 8.06 of the Rules and Regulations for rules governing Suspension of Benefits.

Once you stop working in the Industry, you should inform the fund in writing and your benefits will recommence effective with the month following the month you stopped working in the Industry. At that time, you will receive the higher of: (i) any new benefit to which you are entitled as a result or additional covered employment; or (ii) the benefit that you were entitled to receive before your benefits were suspended. The following special rules may apply: if you return to covered employment before reaching your normal retirement age (generally, age 65) and have not yet had a one year Break in Service, and you retire again before reaching your normal retirement age, your benefits will be reduced by the actuarial value of the benefits you received before returning to covered employment. If you return to covered employment after you have a one year Break in Service and are credited with less than 2,000 hours of service after your return, the benefit level applied to your benefits will be the benefit level that was in effect when you first retired.

If you work in covered employment after Normal Retirement Age, the amount of your benefits will be recalculated annually to take into account any additional benefits that you have earned in the prior year.

If you work in covered employment after your Pension Effective Date, the Rehabilitation Plan will not affect the benefits that you were receiving before you returned to work (or before the Rehabilitation Plan took effect). But the Rehabilitation Plan will affect the amount of benefits that you earn in covered employment after the Rehabilitation Plan takes effect, in the same ways that it will affect your fellow employees who have not yet retired.

MANDATORY COMMENCEMENT OF BENEFITS

If you reach age 70½ prior to 2020, or age 72 after 2020, but have not applied for your pension, the Fund will begin paying your pension even if you are still working. Your pension benefit will begin as of the April 1st of the calendar year following the calendar year in which you reached age 70½ or 72. For example, if you reach age 72 in 2022, the Fund will begin paying you your pension benefit April 1, 2023, unless you have applied for your pension benefit prior to that date. If you continue to work in covered employment, your benefits will be recalculated annually to take into account any additional benefits that you have

earned in the prior year. Any additional benefits that you earn will be affected by the Rehabilitation Plan.

PAYMENT OF BENEFITS

As a general rule, pension benefits from this Fund are paid on a monthly basis only. There are only four exceptions:

- Pensions with an actuarial present value of less than \$1,000 are paid in a lump sum (but not before the Participant's earliest Pension Effective Date);
- Effective July 1, 2018, pensions with an actuarial present value of \$5,000 or less are paid in a lump sum. If the value of such lump-sum payment is greater than \$1,000 and the recipient does not affirmatively elect to receive the distribution in cash or have the payment rolled over to an IRA or another eligible retirement plan, the distribution will be paid in a direct rollover to an IRA designated by the Trustees;
- Payments remaining after a Participant's death under the 36-month guarantee are paid in a lump sum to the Beneficiary (however, if the Participant's Pension Effective Date is after April 30, 2012, amounts of \$5,000 or more cannot be paid as lump sums but will be paid in monthly benefits);
- Payments remaining after a Participant's death under the 10-year Option are paid in a lump sum, based on the actuarial present value, if there is more than one Beneficiary, or if they are payable to an estate, or to any person other than the Participant's spouse or another beneficiary named by the Participant (however, if the Participant's Pension Effective Date is after April 30, 2012, amounts of \$5,000 or more cannot be paid as lump sums but will be paid in monthly benefits);
- Anyone receiving a monthly benefit can make a one-time, irrevocable election to receive a single check for each year, paid in December.

There are no rollover provisions in the Plan except that Participants, beneficiaries or surviving spouses may roll over to other plans or IRAs any lump-sum payments not less than \$200 they receive under the first three exceptions listed above.

CHANGES AFTER RETIREMENT

After your Pension begins, you will not be permitted to make any changes in the type of benefits you selected or the form in which you elected to receive your benefits, except as follows:

- You may request a change in the form in which your benefit is paid (one of the options described on pages 17-19) within 90 days after the date of your first pension check.
- You may request a change in the type of benefits you selected (as described on page 14) within 90 days after the date of your first pension check.
- If you are receiving a Disability Pension, you will be given another opportunity to elect the 50% Joint and Survivor Pension or an Alternate Joint and Survivor Pension when you reach age 65 (as described on page 16).
- If you continue or return to Covered Employment after your pension begins, and qualify for a different type of benefits or for an increased amount of pension, the Fund Office will notify you of any elections you may be entitled to make with respect to those additional benefits.

MISCELLANEOUS

The Bakery and Confectionery Union and Industry International Pension Fund (the "Plan") is a defined benefit plan funded by employer contributions made pursuant to collective bargaining agreements between employers and the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union. The Plan's Employer Identification Number is 52-6118572, the Plan number assigned to the Plan by the Department of Labor is 001 and the Plan year runs from January 1 to December 31. Participants may obtain information as to whether a particular employer contributes to the Plan by making written request for that information to the Plan Administrator. The address is Bakery and Confectionery Union and Industry International Pension Fund, 10401 Connecticut Avenue, Suite 320, Kensington, Maryland 20895-3960. The Board of Trustees is the Plan Administrator and serves as the Plan's agent for the service of process. The address is: Board of Trustees, Bakery and Confectionery Union and Industry International Pension Fund, 10401 Connecticut Avenue, Suite 320, Kensington, Maryland 20895-3960. Service of process may be made upon a Plan Trustee or the Plan Administrator.

This Plan is maintained pursuant to various collective bargaining agreements between the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union and various employers. A copy of any such agreement may be obtained by a participant or beneficiary upon written request to the Plan Administrator, and is available for examination by participants and beneficiaries at the Fund Office.

The Trustees have full and complete authority to interpret and administer the Plan, and to make final and binding decisions regarding eligibility for benefits and all other interpretations or Plan terms.

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 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 (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). TTY/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>.

As a participant in the Bakery and Confectionery Union and Industry International Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). **ERISA** provides that all plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all plan documents, including insurance contracts, 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;

Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies;

Receive an annual notice describing the Plan's financial condition. The Plan Administrator is required by law to furnish each participant with a copy of this annual notice.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) 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 have a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, **ERISA** imposes duties upon the people who are responsible for the operation of the employee benefit 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 benefit or exercising your rights under **ERISA**.

If your claim for a pension is denied in whole or in part, you must receive a written explanation of the reason for the denial.

You have the right to have the Plan review and reconsider your claim. Under **ERISA**, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 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 valid claim for benefits which is denied or ignored, in whole or in part, you may file suit in a federal or state court if you have filed an appeal with the Fund Office as described on pages 20-21 that was not resolved to your satisfaction. Any such lawsuit must be filed within five years of the date of the Fund's decision on the appeal or, if there was no such decision, the date the time period for issuing such decision expired. 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. The Board of Trustees is the Agent for Service of Process. The court will decide who should pay court costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim

frivolous. If you are successful, the court may order the person you have sued to pay these costs and fees. Further, you have similar rights if you request certain materials from the Fund and they are not provided to you within a reasonable time, except for reasonable cause. If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under **ERISA**, you may contact the nearest Area 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.

Nothing in this statement is meant to interpret or extend or change in any way the provisions expressed in the Plan. The Trustees reserve the right to amend, modify or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.

In the event that you receive any overpayment from the Fund, the Trustees are entitled to recover the overpayment by reducing future benefits to you (or to your beneficiary or beneficiaries after your death), or by any other means that they consider necessary or appropriate, regardless of the reason for the overpayment. The Trustees are entitled to recover any overpayments to beneficiaries in the same manner.

TABLE A

Pension Option Actuarial Charts

Effective for Pensions With Effective Dates On or After
January 1, 2009 But Before January 1, 2014

Age of Spouse in Relation To Participant	50% J&S and 50% Disability J&S	75% J&S	75% Disability J&S	75% J&S Pop-Up	75% Disability J&S Pop-Up	100% J&S	100% Disability J&S	100% J&S Pop-Up	100% Disability J&S Pop-Up
Maximum Reduction		90.5%	85.5%	89.0%	85.0%	85.0%	77.5%	81.5%	77.0%
9 Years Younger		90.9%	85.9%	89.4%	85.3%	85.4%	77.9%	82.1%	77.3%
8 Years Younger		91.3%	86.3%	89.8%	85.6%	85.8%	78.3%	82.7%	77.6%
7 Years Younger		91.7%	86.7%	90.2%	85.9%	86.2%	78.7%	83.3%	77.9%
6 Years Younger		92.1%	87.1%	90.6%	86.2%	86.6%	79.1%	83.9%	78.2%
5 Years Younger		92.5%	87.5%	91.0%	86.5%	87.0%	79.5%	84.5%	78.5%
4 Years Younger		92.9%	87.9%	91.4%	86.8%	87.4%	79.9%	85.1%	78.8%
3 Years Younger		93.3%	88.3%	91.8%	87.1%	87.8%	80.3%	85.7%	79.1%
2 Years Younger		93.7%	88.7%	92.2%	87.4%	88.2%	80.7%	86.3%	79.4%
1 Year Younger		94.1%	89.1%	92.6%	87.7%	88.6%	81.1%	86.9%	79.7%
Same Age		94.5%	89.5%	93.0%	88.0%	89.0%	81.5%	87.5%	80.0%
1 Year Older		94.9%	89.9%	93.4%	88.3%	89.4%	81.9%	88.1%	80.3%
2 Years Older		95.3%	90.3%	93.8%	88.6%	89.8%	82.3%	88.7%	80.6%
3 Years Older		95.7%	90.7%	94.2%	88.9%	90.2%	82.7%	89.3%	80.9%
4 Years Older		96.1%	91.1%	94.6%	89.2%	90.6%	83.1%	89.9%	81.2%
5 Years Older		96.5%	91.5%	95.0%	89.5%	91.0%	83.5%	90.5%	81.5%
6 Years Older		96.9%	91.9%	95.4%	89.8%	91.4%	83.9%	91.1%	81.8%
7 Years Older		97.3%	92.3%	95.8%	90.1%	91.8%	84.3%	91.7%	82.1%
8 Years Older		97.7%	92.7%	96.2%	90.4%	92.2%	84.7%	92.3%	82.4%
9 Years Older		98.1%	93.1%	96.6%	90.7%	92.6%	85.1%	92.9%	82.7%
10 Years Older		98.5%	93.5%	97.0%	91.1%	93.0%	85.5%	93.5%	83.0%
Each Year Older		0.4%	0.4%	0.4%	0.3%	0.4%	0.4%	0.6%	0.3%
Maximum 99%									

10-Year Certain Option Effective December 1, 1990

Pensioner's Age	48	49	50	51	52	53	54	55
Reduction Factor	98.67%	98.52%	98.35%	98.18%	97.98%	97.78%	97.54%	97.29%
Pensioner's Age	56	57	58	59	60	61	62	63
Reduction Factor	97.00%	96.68%	96.31%	95.89%	95.41%	94.88%	94.27%	93.59%
Pensioner's Age	64	65	66	67	68	69	70	71
Reduction Factor	92.83%	91.99%	91.08%	90.09%	89.04%	87.92%	86.73%	85.49%

TABLE B

Preferred Schedule Pension Option Actuarial Charts Effective for Pensions With Effective Dates on or After January 1, 2014

Age of Spouse in Relation To Participant	50% Disability J&S	50% Disability J&S Pop-Up	75% Disability J&S	75% Disability J&S Pop-Up	100% Disability J&S	100% Disability J&S Pop-Up	50% J&S	50% J&S Pop-Up	75% J&S	75% J&S Pop-Up	100% J&S	100% J&S Pop-Up
Maximum Reduction	75.0%	75.0%	66.0%	66.0%	59.0%	58.0%	85.0%	84.0%	79.0%	78.0%	74.0%	72.0%
9 Years Younger	75.4%	75.3%	66.5%	66.4%	59.6%	58.5%	85.4%	84.4%	79.5%	78.5%	74.6%	72.6%
8 Years Younger	75.8%	75.6%	67.0%	66.8%	60.2%	59.0%	85.8%	84.8%	80.0%	79.0%	75.2%	73.2%
7 Years Younger	76.2%	75.9%	67.5%	67.2%	60.8%	59.5%	86.2%	85.2%	80.5%	79.5%	75.8%	73.8%
6 Years Younger	76.6%	76.2%	68.0%	67.6%	61.4%	60.0%	86.6%	85.6%	81.0%	80.0%	76.4%	74.4%
5 Years Younger	77.0%	76.5%	68.5%	68.0%	62.0%	60.5%	87.0%	86.0%	81.5%	80.5%	77.0%	75.0%
4 Years Younger	77.4%	76.8%	69.0%	68.4%	62.6%	61.0%	87.4%	86.4%	82.0%	81.0%	77.6%	75.6%
3 Years Younger	77.8%	77.1%	69.5%	68.8%	63.2%	61.5%	87.8%	86.8%	82.5%	81.5%	78.2%	76.2%
2 Years Younger	78.2%	77.4%	70.0%	69.2%	63.8%	62.0%	88.2%	87.2%	83.0%	82.0%	78.8%	76.8%
1 Year Younger	78.6%	77.7%	70.5%	69.6%	64.4%	62.5%	88.6%	87.6%	83.5%	82.5%	79.4%	77.4%
Same Age	79.0%	78.0%	71.0%	70.0%	65.0%	63.0%	89.0%	88.0%	84.0%	83.0%	80.0%	78.0%
1 Year Older	79.4%	78.3%	71.5%	70.4%	65.6%	63.5%	89.4%	88.4%	84.5%	83.5%	80.6%	78.6%
2 Years Older	79.8%	78.6%	72.0%	70.8%	66.2%	64.0%	89.8%	88.8%	85.0%	84.0%	81.2%	79.2%
3 Years Older	80.2%	78.9%	72.5%	71.2%	66.8%	64.5%	90.2%	89.2%	85.5%	84.5%	81.8%	79.8%
4 Years Older	80.6%	79.2%	73.0%	71.6%	67.4%	65.0%	90.6%	89.6%	86.0%	85.0%	82.4%	80.4%
5 Years Older	81.0%	79.5%	73.5%	72.0%	68.0%	65.5%	91.0%	90.0%	86.5%	85.5%	83.0%	81.0%
6 Years Older	81.4%	79.8%	74.0%	72.4%	68.6%	66.0%	91.4%	90.4%	87.0%	86.0%	83.6%	81.6%
7 Years Older	81.8%	80.1%	74.5%	72.8%	69.2%	66.5%	91.8%	90.8%	87.5%	86.5%	84.2%	82.2%
8 Years Older	82.2%	80.4%	75.0%	73.2%	69.8%	67.0%	92.2%	91.2%	88.0%	87.0%	84.8%	82.8%
9 Years Older	82.6%	80.7%	75.5%	73.6%	70.4%	67.5%	92.6%	91.6%	88.5%	87.5%	85.4%	83.4%
10 Years Older	83.0%	81.0%	76.0%	74.0%	71.0%	68.0%	93.0%	92.0%	89.0%	88.0%	86.0%	84.0%
Each Year Older Maximum 99%	+0.4%	+0.3%	+0.5%	+0.4%	+0.6%	+0.5%	+0.4%	+0.4%	+0.5%	+0.5%	+0.6%	+0.6%

TABLE C

Default Schedule Pension Option Actuarial Charts

Age of Spouse in Relation To Participant	50% J&S	50% J&S Pop-Up	75% J&S	75% J&S Pop-Up	100% J&S	100% J&S Pop-Up
Each Year Younger	-0.4%	-0.4%	-0.5%	-0.5%	-0.6%	-0.6%
20 Years Younger	80.0%	79.0%	73.0%	72.0%	67.0%	65.0%
19 Years Younger	80.4%	79.4%	73.5%	72.5%	67.6%	65.6%
18 Years Younger	80.8%	79.8%	74.0%	73.0%	68.2%	66.2%
17 Years Younger	81.2%	80.2%	74.5%	73.5%	68.8%	66.8%
16 Years Younger	81.6%	80.6%	75.0%	74.0%	69.4%	67.4%
15 Years Younger	82.0%	81.0%	75.5%	74.5%	70.0%	68.0%
14 Years Younger	82.4%	81.4%	76.0%	75.0%	70.6%	68.6%
13 Years Younger	82.8%	81.8%	76.5%	75.5%	71.2%	69.2%
12 Years Younger	83.2%	82.2%	77.0%	76.0%	71.8%	69.8%
11 Years Younger	83.6%	82.6%	77.5%	76.5%	72.4%	70.4%
10 Years Younger	84.0%	83.0%	78.0%	77.0%	73.0%	71.0%
9 Years Younger	84.4%	83.4%	78.5%	77.5%	73.6%	71.6%
8 Years Younger	84.8%	83.8%	79.0%	78.0%	74.2%	72.2%
7 Years Younger	85.2%	84.2%	79.5%	78.5%	74.8%	72.8%
6 Years Younger	85.6%	84.6%	80.0%	79.0%	75.4%	73.4%
5 Years Younger	86.0%	85.0%	80.5%	79.5%	76.0%	74.0%
4 Years Younger	86.4%	85.4%	81.0%	80.0%	76.6%	74.6%
3 Years Younger	86.8%	85.8%	81.5%	80.5%	77.2%	75.2%
2 Years Younger	87.2%	86.2%	82.0%	81.0%	77.8%	75.8%
1 Year Younger	87.6%	86.6%	82.5%	81.5%	78.4%	76.4%
Same Age	88.0%	87.0%	83.0%	82.0%	79.0%	77.0%
1 Year Older	88.4%	87.4%	83.5%	82.5%	79.6%	77.6%
2 Years Older	88.8%	87.8%	84.0%	83.0%	80.2%	78.2%
3 Years Older	89.2%	88.2%	84.5%	83.5%	80.8%	78.8%
4 Years Older	89.6%	88.6%	85.0%	84.0%	81.4%	79.4%
5 Years Older	90.0%	89.0%	85.5%	84.5%	82.0%	80.0%
6 Years Older	90.4%	89.4%	86.0%	85.0%	82.6%	80.6%
7 Years Older	90.8%	89.8%	86.5%	85.5%	83.2%	81.2%
8 Years Older	91.2%	90.2%	87.0%	86.0%	83.8%	81.8%
9 Years Older	91.6%	90.6%	87.5%	86.5%	84.4%	82.4%
10 Years Older	92.0%	91.0%	88.0%	87.0%	85.0%	83.0%
Each Year Older	+0.4%	+0.4%	+0.5%	+0.5%	+0.6%	+0.6%
Maximum 99%						

TABLE D

Early Retirement Factors For Default Schedule

Y e a r s	AGE	Months											
		0	1	2	3	4	5	6	7	8	9	10	11
	55	40.00%	40.30%	40.60%	40.90%	41.19%	41.49%	41.79%	42.09%	42.39%	42.69%	42.98%	43.28%
	56	43.58%	43.90%	44.23%	44.55%	44.87%	45.19%	45.52%	45.84%	46.16%	46.48%	46.81%	47.13%
	57	47.45%	47.81%	48.17%	48.53%	48.88%	49.24%	49.60%	49.96%	50.32%	50.68%	51.03%	51.39%
	58	51.75%	52.15%	52.55%	52.95%	53.34%	53.74%	54.14%	54.54%	54.94%	55.34%	55.73%	56.13%
	59	56.53%	56.97%	57.42%	57.86%	58.31%	58.75%	59.20%	59.64%	60.08%	60.53%	60.97%	61.42%
	60	61.86%	62.36%	62.85%	63.35%	63.85%	64.34%	64.84%	65.34%	65.83%	66.33%	66.83%	67.32%
	61	67.82%	68.38%	68.93%	69.49%	70.04%	70.60%	71.16%	71.71%	72.27%	72.82%	73.38%	73.93%
	62	74.49%	75.12%	75.74%	76.37%	76.99%	77.62%	78.24%	78.87%	79.49%	80.12%	80.74%	81.37%
	63	81.99%	82.69%	83.40%	84.10%	84.81%	85.51%	86.22%	86.92%	87.62%	88.33%	89.03%	89.74%
	64	90.44%	91.24%	92.03%	92.83%	93.63%	94.42%	95.22%	96.02%	96.81%	97.61%	98.41%	99.20%

TABLE E

10-Year Certain Option Actuarial Chart Default Schedule

<u>Pensioner's Age</u>	<u>Reduction Factor</u>
48	98.54%
49	98.37%
50	98.18%
51	97.99%
52	97.77%
53	97.54%
54	97.28%
55	97.00%
56	96.68%
57	96.32%
58	95.91%
59	95.45%
60	94.92%
61	94.32%
62	93.66%
63	92.90%
64	92.06%
65	91.11%
66	90.08%
67	88.97%
68	87.77%
69	86.49%
70	85.12%
71	83.69%

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Example 1 – Plan A Normal (age 65 with 25 years of service)

Rehabilitation Schedule: Preferred
Pension Credit: 25 years (300 months)
Pension Effective Date (PE): 01/01/2014 **Age on PE Date: 65**
Pension Benefit Level (PBL): \$1,200 (with 300 or more months of pension credit)

$$\text{Normal Benefit} = \$1,200$$

Example 2 – Plan A Reduced (age 65 with less than 25 years (300 months) of service)

Rehabilitation Schedule: Preferred
Pension Credit: 20 years (240 months)
Pension Effective Date (PE): 01/01/2014 **Age on PE Date: 65**
Pension Benefit Level (PBL): \$1,200 (with 300 or more months of pension credit)

Calculation:

$$\text{Normal Benefit} = \frac{\text{PBL}}{\$1,200} \times \frac{\text{PBL Adjustment}^1}{240/300} = \frac{\text{Payable at age 65}}{\$960}$$

Example 3 – Plan A Reduced with Supplement²

Rehabilitation Schedule: Preferred
Pension Credit: 20 years (240 months)
Pension Effective Date (PE): 01/01/2014 **Age on PE Date: 65**
Supplement²: \$175
Pension Benefit Level (PBL): \$1,200 (with 300 or more months of pension credit)

Calculation:

$$\text{Normal Benefit} = \frac{\text{PBL} + \text{Supplement}}{\$1,375 (= \$1,200 + \$175)} \times \frac{\text{PBL Adjustment}^1}{240/300} = \frac{\text{Payable at age 65}}{\$1,100}$$

¹ PBL Adjustment – The benefit level is reduced proportionately for pension credits less than 300 months.

² Supplement – In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension has to be April 1, 1991 or after.

Example 4 – Plan A Normal with Supplement and Plan D-1% Coverage

Rehabilitation Schedule: Preferred
Pension Credit: 26 years 6 months (318 months)
Pension Effective Date (PE): 01/01/2014 **Age on PE Date:** 65
Supplement¹: \$175 **D-1% Coverage:** \$18 (= 1% x \$1,200 x 18/12)
Pension Benefit Level (PBL): \$1,200 (with 300 or more months of pension credit)

Calculation:

$$\text{Normal Benefit} = \frac{[\text{PBL} + \text{D-1\%} + \text{Supplement}]}{[\$1,218 (= \$1,200 + \$18) + \$175]} \times \frac{\text{PBL Adjustment}^2}{\text{N/A}} = \frac{\text{Payable at age 65}}{\$1,393}$$

Example 5 – Plan A Early Retirement

Rehabilitation Schedule: Preferred
Pension Credit: 26 years 6 months (318 months)
Pension Effective Date (PE): 01/01/2014 **Age on PE Date:** 55 years 6 months
Pension Benefit Level (PBL): \$1,200 (with 300 or more months of pension credit)

Calculation:

$$\text{Normal Benefit} = \frac{\text{PBL}}{\$1,200} \times \frac{\text{PBL Adjustment}^2}{\text{N/A}} = \frac{\text{Payable at age 65}}{\$1,200}$$

$$\text{Early Retirement Benefit} = \frac{\text{Payable at age 65}}{\$1,200} \times \frac{\text{Age Reduction}^3}{43\%} = \frac{\text{Payable at age 55 \& 6 mos}}{\$516}$$

¹ Supplement – In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension has to be April 1, 1991 or after.

² PBL Adjustment – There is no adjustment to benefit level since pension credits are 300 months or more.

³ Age Reduction – Under the Preferred Schedule, ½ of 1% for each month younger than 65. Age 55 years 6 months – 114 months younger x ½ of 1% = 57% reduction, (100% – 57% = 43%).

Example 6 – Plan A Early Retirement with Supplement and Plan D-2% Coverage

Rehabilitation Schedule: Preferred
Pension Credit: 26 years 6 months (318 months)
Pension Effective Date (PE): 01/01/2014 **Age on PE Date:** 55 years 6 months
Supplement¹: \$175 **D-2% Coverage:** \$36 (= 2% x \$1,200 x 18/12)
Pension Benefit Level (PBL): \$1,200 (with 300 or more months of pension credit)

Calculation:

$$\text{Normal Benefit} = \frac{[\text{PBL} + \text{D-2\%} + \text{Supplement}]}{[\$1,236 (= \$1,200 + \$36) + \$175]} \times \frac{\text{PBL Adjustment}^2}{\text{N/A}} = \frac{\text{Payable at age 65}}{\$1,411}$$

$$\text{Early Retirement Benefit} = \frac{\text{Payable at age 65}}{\$1,411} \times \frac{\text{Age Reduction}^3}{43\%} = \frac{\text{Payable at age 55 \& 6 mos}}{\$607}$$

Example 7 – Plan A Default Schedule Early Retirement with Supplement and Plan D-3% Coverage

Rehabilitation Schedule: Default
Pension Effective (PE): 01/01/2014 **Age on PE Date:** 55 years 6 months
Supplement¹: \$200 **D-3% Coverage:** \$126 (= 3% x \$1,200 x 42/12)
Pension Credit: 28 years 6 months (342 months)
Pension Benefit Level (PBL): \$1,200 (with 300 or more months of pension credit)

Calculation:

$$\text{Normal Benefit} = \frac{[\text{PBL} + \text{D-3\%} + \text{Supplement}]}{[\$1,326 (= \$1,200 + \$126) + \$200]} \times \frac{\text{PBL Adjustment}^2}{\text{N/A}} = \frac{\text{Payable at age 65}}{\$1,526}$$

$$\text{Early Retirement Benefit} = \frac{\text{Payable at age 65}}{\$1,526} \times \frac{\text{Age Reduction}^4}{41.79\%} = \frac{\text{Payable at age 55 \& 6 mos}}{\$638}$$

¹ Supplement – In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension has to be April 1, 1991 or after.

² PBL Adjustment – There is no adjustment to benefit level since pension credits are 300 months or more.

³ Age Reduction – Under the Preferred Schedule, ½ of 1% for each month younger than 65. Age 55 years 6 months – 114 months younger x ½ of 1% = 57% reduction, (100% – 57% = 43%).

⁴ Age Reduction – Factors for Default Schedule according to chart on page 28.

Example 8 – Plan A Vested

Rehabilitation Schedule: Preferred
Pension Credit: 12 years 6 months (150 months)
Since less than 15 years, not eligible for Early Retirement
Pension Effective Date (PE): 07/01/2023 **Age on PE Date:** 65 years
Pension Benefit Level (PBL): \$1,200 (with 300 or more months of pension credit)

Calculation:

$$\text{Normal Benefit} = \frac{\text{PBL}}{\$1,200} \times \frac{\text{PBL Adjustment}^1}{150/300} = \frac{\text{Payable at age 65}}{\$600}$$

Example 9 – Plan A Disability with Supplement and Plan D-4% Coverage

Rehabilitation Schedule: Preferred
Pension Credit: 26 years 6 months (318 months)
Pension Effective Date (PE): 01/01/2014 **Age on PE Date:** 50 years 6 months
Supplement²: \$175 **D-4% Coverage:** \$72 (= 4% x \$1,200 x 18/12)
Pension Benefit Level (PBL): \$1,200 (with 300 or more months of pension credit)

Calculation:

$$\text{Normal Benefit} = \frac{[\text{PBL} + \text{D-4\%} + \text{Supplement}]}{[\$1,272 (= \$1,200 + \$72) + \$175]} \times \frac{\text{PBL Adjustment}^3}{\text{N/A}} = \frac{\text{Payable at age 65}}{\$1,447}$$

$$\text{Disability Retirement Benefit} = \frac{\text{Payable at age 65}}{\$1,447} \times \frac{\text{Age Reduction}^4}{56.5\%} = \frac{\text{Payable at age 55 \& 6 mos}}{\$818}$$

¹ PBL Adjustment – The benefit level is reduced proportionately for pension credits less than 300 months.

² Supplement – In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension has to be April 1, 1991 or after.

³ PBL Adjustment – There is no adjustment to benefit level since pension credits are 300 months or more.

⁴ Age Reduction – For the disability pension, ¼ of 1% for each month younger than 65 with maximum reduction of 50%. Age 50 years 6 months – 174 months younger x ¼ of 1% = 43.5% reduction, (100% – 43.5% = 56.5%).

Example 10 – Plan G Golden 80

Rehabilitation Schedule: Preferred
Pension Credit (PC): 24 years 6 months (294 months)
Termination Date (TD): 01/31/2014 **Age on TD:** 55 years 7 months
Age on TD + PC: 80 years and 1 month
Since 80 years or more at termination, eligible for Plan G
Pension Effective (PE): 01/01/2018 **Age on PE Date:** 59 years 6 months
Pension Benefit Level (PBL): \$1,200

Calculation:

$$\begin{array}{rclclcl}
 \text{Golden 80} & & & & & & \\
 \text{Benefit} & = & \$1,200 & \times & \frac{\text{PBL Adjustment}^1}{\text{N/A}} & = & \frac{\text{Payable at age 65}}{\$1,200} \\
 & & & & & & \\
 & = & & \times & \frac{\text{Age Reduction}^2}{\text{N/A}} & = & \frac{\text{Payable at age 59 \& 6 mos}}{\$1,200}
 \end{array}$$

Example 11 – Plan G Golden 80 with Supplement and Plan D-4% Coverage

Rehabilitation Schedule: Preferred
Pension Credit (PC): 26 years 6 months (318 months)
Termination Date (TD): 12/31/2013 **Age on TD:** 53 years 6 months
Age on TD + PC: 80 years; **since 80 years or more at termination, eligible for Plan G**
Pension Effective Date (PE): 01/01/2014 **Age on PE Date:** 53 years 6 months
Supplement³: \$175 **D-4% Coverage:** \$72 (= 4% x \$1,200 x 18/12)
Pension Benefit Level (PBL): \$1,200

Calculation:

$$\begin{array}{rclclcl}
 \text{Golden 80} & & & & & & \\
 \text{Retirement Benefit} & = & \frac{[\text{PBL} + \text{D-4\%} + \text{Supplement}]}{[\$1,272 (= \$1,200 + \$72) + \$175]} & \times & \frac{\text{PBL Adjustment}^1}{\text{N/A}} & = & \frac{\text{Payable at age 65}}{\$1,447} \\
 & & & & & & \\
 & & & \times & \frac{\text{Age Reduction}^2}{\text{N/A}} & = & \frac{\text{Payable at age 53 \& 6 mos}}{\$1,447}
 \end{array}$$

¹ PBL Adjustment – If the participant retires with a Golden 80 pension, there is no adjustment to benefit level.

² Age Reduction – If the participant retires with a Golden 80 pension, there is no age reduction applied to the benefit.

³ Supplement – In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension has to be April 1, 1991 or after.

Example 12 – Plan C Golden 90 with Supplement and Plan D-4% Coverage

Rehabilitation Schedule: Preferred
Pension Credit (PC): 26 years 6 months (318 months)
Termination Date (TD): 12/31/2013 **Age on TD:** 63 years 6 months
Age on TD + PC: 90 years; **since 90 years or more at termination, eligible for Plan C**
Pension Effective Date (PE): 01/01/2014 **Age on PE Date:** 63 years 6 months
Supplement¹: \$175 **D-4% Coverage:** \$72 (= 4% x \$1,200 x 18/12)
Pension Benefit Level (PBL): \$1,200 (with 300 or more months of pension credit)

Calculation:

$$\begin{aligned}
 \text{Golden 90 Retirement Benefit} &= \frac{[\text{PBL} + \text{D-4\%} + \text{Supplement}]}{[\$1,272 (= \$1,200 + \$72) + \$175]} \times \frac{\text{PBL Adjustment}^2}{\text{N/A}} = \frac{\text{Payable at age 65}}{\$1,447} \\
 &\times \frac{\text{Age Reduction}^3}{\text{N/A}} = \frac{\text{Payable at age 63 \& 6 mos}}{\$1,447} \\
 &\text{at age 63 \& 6 mos} \\
 &\$1,447
 \end{aligned}$$

Example 13 – Plan A Vested with Plan G coverage

Rehabilitation Schedule: Preferred
Pension Credit (PC): 20 years 6 months (246 months)
Termination Date (TD): 01/31/2014 **Age on TD:** 55 years 7 months
Age on TD + PC: 76 years 1 month
Since less than 80 years at termination, not eligible for Plan G
Pension Effective Date (PE): 01/01/2018 **Age on PE Date:** 59 years 6 months

Calculation:

$$\begin{aligned}
 \text{Normal Benefit} &= \frac{\text{PBL}}{\$1,200} \times \frac{\text{PBL Adjustment}^4}{246/300} = \frac{\text{Payable at age 65}}{\$984} \\
 \text{Early Retirement Benefit} &= \frac{\text{Payable at age 65}}{\$984} \times \frac{\text{Age Reduction}^5}{67.0\%} = \frac{\text{Payable at age 59 \& 6 mos}}{\$659}
 \end{aligned}$$

¹ Supplement – In order to receive the supplemental benefit you must have earned at least 3 months of future service credit between January 1, 1990 and July 1, 1991 and your effective date of pension has to be April 1, 1991 or after.

² PBL Adjustment – If the participant retires with a Golden 90 pension, there is no adjustment to benefit level.

³ Age Reduction – If the participant retires with a Golden 90 pension, there is no age reduction applied to the benefit.

⁴ PBL Adjustment – The benefit level is reduced proportionately for pension credits less than 300 months.

⁵ Age Reduction – Under the Preferred Schedule, ½ of 1% for each month younger than 65. Age 59 years 6 months – 66 months younger x ½ of 1% = 33% reduction, (100% – 33% = 67%).

Example 14 – Plan A Normal with decreasing PBL

For decreasing PBL, final benefit is based on lower PBL and total pension credits at retirement but not less than benefit based on pension credits previously earned at a higher PBL

Rehabilitation Schedule: Preferred
Pension Credit: 25 years (300 months)
Pension Effective Date (PE): 01/01/2018 **Age on PE Date:** 65 years
Pension Benefit Level (PBL): \$1,000 (with 300 or more months of total pension credit)
 20 years (240 months) at \$1,200 PBL as of 12/31/2014
 5 years (60 months) at \$1,000 PBL after 12/31/2014

Calculation:

Normal Benefit	=	$\frac{\text{Final PBL}}{\$1,000}$	X	$\frac{\text{PBL Adjustment}^1}{\text{N/A}}$	=	$\frac{\text{Payable at age 65}}{\$1,000}$
No less Than:	=	$\frac{\text{PBL (as of 12/31/2014)}}{\$984}$	X	$\frac{\text{PBL Adjustment}^2}{240/300}$	=	$\frac{\text{Payable at age 65}}{\$960}$
Final Normal Benefit	=	$\frac{\text{Payable at age 65}}{\$1,000}$				

Example 15 – Plan A with Break in Service with increasing PBL

For increasing PBL, final benefit is the sum of pre-break benefit plus post-break benefit for most valuable 300 months.

Rehabilitation Schedule: Preferred
Pension Credit: 23 years (276 months)
Pension Effective Date (PE): 01/01/2018 **Age on PE Date:** 65 years
Pension Benefit Level (PBL): 20 years (240 months) at \$1,000 PBL as of 12/31/2011
 Break in Service 1/1/2012 through 6/30/2014
 3 years (36 months) at \$1,200 PBL after 7/1/2014 (Break in Service repaired)

Calculation:

Normal Benefit Pre-Break	=	$\frac{\text{PBL}}{\$1,000}$	X	$\frac{\text{PBL Adjustment}^2}{240/300}$	=	$\frac{\text{Payable at age 65}}{\$800}$
Normal Benefit Post-Break	=	$\frac{\text{PBL}}{\$1,200}$	X	$\frac{\text{PBL Adjustment}^2}{36/300}$	=	$\frac{\text{Payable at age 65}}{\$144}$
Final Normal Benefit	=	$\frac{\text{Pre-Break Benefit}}{\$800}$	+	$\frac{\text{Post-Break Benefit}}{\$144}$	=	$\frac{\text{Payable at age 65}}{\$944}$

¹ PBL Adjustment – There is no adjustment to benefit level since pension credits are 300 months or more.

² PBL Adjustment – The benefit level is reduced proportionately for pension credits less than 300 months.

Example 16 – Plan A with Break in Service and increasing PBL, with Plan D-4% Coverage

For increasing PBL, Plan A benefit is the sum of pre-break benefit plus post-break benefit for most valuable 300 months and Plan D benefit is the sum of pre-break benefit plus post-break benefit for pension credits above 300 months.

Rehabilitation Schedule: Preferred
Pension Credit: 30 years (360 months)
Pension Effective Date (PE): 01/01/2018 **Age on PE Date:** 65 years
D Coverage: See below
Pension Benefit Level (PBL): 27 years (324 months) at \$1,000 PBL as of 12/31/2011
 Break in Service 1/1/2012 through 6/30/2014
 3 years (36 months) at \$1,200 PBL after 6/30/2014 (Break in Service repaired)

Calculation:

Plan A Benefit Pre-Break	=	$\frac{\text{PBL}}{\$1,000}$	X	$\frac{\text{PBL Adjustment}^1}{264 (= 300 - 36)/300}$	=	$\frac{\text{Payable at age 65}}{\$880}$
Plan A Benefit Post-Break	=	$\frac{\text{PBL}}{\$1,200}$	X	$\frac{\text{PBL Adjustment}^1}{36/300}$	=	$\frac{\text{Payable at age 65}}{\$144}$
Plan A Benefit	=	$\frac{\text{Pre-Break Benefit}}{\$800}$	X	$\frac{\text{Post-Break Benefit}}{\$144}$	=	$\frac{\text{Payable at age 65}}{\$1,024}$
Plan D-4% Benefit Pre-Break	=	4% X \$1,000	X	24/12	=	\$80
Plan D-4% Benefit Post-Break	=	4% X \$1,200	X	36/12	=	\$144
Plan D-4% Benefit	=	$\frac{\text{Pre-Break Benefit}}{\$80}$	+	$\frac{\text{Post-Break Benefit}}{\$144}$	=	$\frac{\text{Payable at age 65}}{\$224}$
Final Normal Benefit	=	$\frac{\text{Plan A Benefit}}{\$1,024}$	+	$\frac{\text{Plan D-4% Benefit}}{\$224}$	=	$\frac{\text{Payable at age 65}}{\$1,248}$

¹ PBL Adjustment – The benefit level is reduced proportionately for pension credits less than 300 months.

Example 17 – Plan A with Break in Service with decreasing PBL

For decreasing PBL, final benefit is based on lower PBL and total pension credits at retirement but not less than benefit previously earned at a higher PBL before the break.

Rehabilitation Schedule: Preferred
Pension Credit: 23 years (276 months)
Pension Effective (PE): 01/01/2018 **Age on PE Date:** 65 years
Pension Benefit Level (PBL): 20 years (240 months) at \$1,000 PBL as of 12/31/2011
 Break in Service 1/1/2012 through 6/30/2014
 3 years (36 months) at \$800 PBL after 6/30/2014 (Break in Service repaired)

Calculation:

Normal Benefit	=	$\frac{\text{Final PBL}}{\$800}$	X	$\frac{\text{PBL Adjustment}^1}{276/300}$	=	$\frac{\text{Payable at age 65}}{\$736}$
No less Than:	=	$\frac{\text{PBL (as of 12/31/2011)}}{\$1,000}$	X	$\frac{\text{PBL Adjustment}^1}{240/300}$	=	$\frac{\text{Payable at age 65}}{\$800}$
Final Normal Benefit	=	$\frac{\text{Payable at age 65}}{\$800}$				

Example 18 – Plan A with Break in Service and decreasing PBL, with Plan D-4% Coverage

For decreasing PBL, final benefit is based on lower PBL and total pension credits at retirement but not less than benefit previously earned at a higher PBL before the break.

Rehabilitation Schedule: Preferred
Pension Credit: 30 years (360 months)
Pension Effective Date (PE): 01/01/2022 **Age on PE Date:** 65 years
D-4% Coverage: \$160 (= 4% x \$800 x 60/12)
Pension Benefit Level (PBL): 23 years (276 months) at \$1,000 PBL as of 12/31/2011
 Break in Service 1/1/2012 through 6/30/2014
 7 years (84 months) at \$800 PBL after 6/30/2014 (Break in Service repaired)

Calculation:

Normal Benefit	=	$\frac{\text{PBL} + \text{D-4\%}}{\$960 (= \$800 + \$160)}$	X	$\frac{\text{PBL Adjustment}^2}{\text{N/A}}$	=	$\frac{\text{Payable at age 65}}{\$960}$
No less Than:	=	$\frac{\text{PBL (as of 12/31/2011)}}{\$1,000}$	X	$\frac{\text{PBL Adjustment}^1}{276/300}$	=	$\frac{\text{Payable at age 65}}{\$920}$
Final Normal Benefit	=	$\frac{\text{Payable at age 65}}{\$960}$				

¹ PBL Adjustment – The benefit level is reduced proportionately for pension credits less than 300 months

² PBL Adjustment – There is no adjustment to benefit level since pension credits are 300 months or more.

Example 1 - Spouse 2 years younger

Rehabilitation Schedule	Preferred
Pension Type	Non-Disability
Pension Effective Date (PE)	01/01/2014
Monthly Benefit Amount	\$1,000
Pensioner Age on PE Date	55 years and 3 months
Spouse age on PE Date	53 years
Age Difference	2 years younger

Pension Option	Option Factor ¹	Benefit Payable		
		At Retirement	To Spouse Upon Death of Participant	To Participant Upon Death of Spouse
Regular (36 months certain)	n/a	\$1,000	*	\$1,000
10 year certain	97.29%	973	*	973
50% J&S	88.2%	882	\$441	882
50% Pop-Up	87.2%	872	436	1,000
75% J&S	83.0%	830	623	830
75% Pop-Up	82.0%	820	615	1,000
100% J&S	78.8%	788	788	788
100% Pop-Up	76.8%	768	768	1,000

*Full benefit payable to a beneficiary for the remainder of the certain period

Example 2 - Spouse 12 years younger

Rehabilitation Schedule	Preferred
Pension Type	Non-Disability
Pension Effective Date (PE)	01/01/2014
Monthly Benefit Amount	\$1,000
Pensioner Age on PE Date	55 years and 3 months
Spouse age on PE Date	43 years
Age Difference	12 years younger

Pension Option	Option Factor ¹	Benefit Payable		
		At Retirement	To Spouse Upon Death of Participant	To Participant Upon Death of Spouse
Regular (36 months certain)	n/a	\$1,000	*	\$1,000
10 year certain	97.29%	973	*	973
50% J&S	85.0%	850	\$425	850
50% Pop-Up	84.0%	840	420	1,000
75% J&S	79.0%	790	593	790
75% Pop-Up	78.0%	780	585	1,000
100% J&S	74.0%	740	740	740
100% Pop-Up	72.0%	720	720	1,000

*Full benefit payable to a beneficiary for the remainder of the certain period

¹ Option factors taken from Actuarial Charts on pages 25-26. Joint and Survivor factors based on difference in age on pension effective date.

Example 3 - Spouse 12 years older

Rehabilitation Schedule	Preferred
Pension Type	Non-Disability
Pension Effective Date (PE)	01/01/2014
Monthly Benefit Amount	\$1,000
Pensioner Age on PE Date	55 years and 3 months
Spouse age on PE Date	67 years and 3 months
Age Difference	12 years older

Pension Option	Option Factor ¹	Benefit Payable		
		At Retirement	To Spouse Upon Death of Participant	To Participant Upon Death of Spouse
Regular (36 months certain)	n/a	\$1,000	*	\$1,000
10 year certain	97.29%	973	*	973
50% J&S	93.8%	938	\$469	938
50% Pop-Up	92.8%	928	464	1,000
75% J&S	90.0%	900	675	900
75% Pop-Up	89.0%	890	668	1,000
100% J&S	87.2%	872	872	872
100% Pop-Up	85.2%	852	852	1,000

*Full benefit payable to a beneficiary for the remainder of the certain period

Example 4 - Disability pension; Spouse 2 years younger

Rehabilitation Schedule	Preferred
Pension Type	Disability
Pension Effective Date (PE)	01/01/2014
Monthly Benefit Amount	\$1,000
Pensioner Age on PE Date	55 years and 3 months
Spouse age on PE Date	53 years
Age Difference	2 years younger

Pension Option	Option Factor ¹	Benefit Payable		
		At Retirement	To Spouse Upon Death of Participant	To Participant Upon Death of Spouse
Regular (no certain)	n/a	\$1,000	*	\$1,000
10 year certain	97.29%	973	*	973
50% J&S	78.2%	782	\$391	782
50% Pop-Up	77.4%	774	387	1,000
75% J&S	70.0%	700	525	700
75% Pop-Up	69.2%	692	519	1,000
100% J&S	63.8%	638	638	638
100% Pop-Up	62.0%	620	620	1,000

*Full benefit payable to a beneficiary for the remainder of the certain period

¹ Option factors taken from Actuarial Charts on pages 25-26. Joint and Survivor factors based on difference in age on pension effective date.

Example 5 - Default Schedule; Spouse 2 years younger

Rehabilitation Schedule	Default
Pension Type	Non-Disability
Pension Effective Date (PE)	01/01/2014
Monthly Benefit Amount	\$1,000
Pensioner Age on PE Date	55 years and 3 months
Spouse age on PE Date	53 years
Age Difference	2 years younger

Pension Option	Option Factor ¹	Benefit Payable		
		At Retirement	To Spouse Upon Death of Participant	To Participant Upon Death of Spouse
Regular (no certain)	n/a	\$1,000	*	\$1,000
10 year certain	97.00%	970	*	970
50% J&S	87.2%	872	\$436	872
50% Pop-Up	86.2%	862	431	1,000
75% J&S	82.0%	820	615	820
75% Pop-Up	81.0%	810	608	1,000
100% J&S	77.8%	778	778	778
100% Pop-Up	75.8%	758	758	1,000

*Full benefit payable to a beneficiary for the remainder of the certain period

¹ Option factors taken from Actuarial Charts on pages 27 and 29. Joint and Survivor factors based on difference in age on pension effective date.

**RULES AND REGULATIONS
OF THE
BAKERY AND CONFECTIONERY UNION
AND
INDUSTRY INTERNATIONAL PENSION FUND

(UNITED STATES)**

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ARTICLE I. DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions apply in the Rules and Regulations for the Pension Plan:

Section 1.01—TRUST AGREEMENT

“Trust Agreement” shall mean the Agreement and Declaration of Trust establishing the Bakery and Confectionery Union and Industry International Pension Fund, entered into as of September 1, 1955, together with any amendments thereto.

Section 1.02—TRUSTEES

“Trustees” shall mean the persons who are acting as “Employer Trustees” and “Union Trustees” pursuant to the provisions of the Trust Agreement.

Section 1.03—INTERNATIONAL PENSION FUND

“International Pension Fund” or “Fund” shall mean the Bakery and Confectionery Union and Industry International Pension Fund established by the Trust Agreement, and shall mean, generally, the monies and other things of value which comprise the corpus and additions thereto received or held by or on behalf of the Trustees.

Section 1.04—PENSION PLAN

“Pension Plan” or “Plan” means the Rules and Regulations as adopted by the Trustees and as thereafter amended by the Trustees, and the plan of benefits provided thereunder.

Section 1.05—INTERNATIONAL UNION

“International Union” means the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union.

Section 1.06—LOCAL UNION

“Local Union” shall mean any local union affiliated with the International Union.

Section 1.07—EMPLOYER

“Employer” shall mean any person, company or business organization which has in effect a collective bargaining agreement with a Local Union. The term “Employer” shall also include: (i) the Bakery and Confectionery Union and Industry International Health Benefits and Pension Funds if said Funds have a collective bargaining agreement with a labor organization requiring payment of periodic contributions to this Fund on behalf of the employees covered by said collective bargaining agreement, (ii) any Contributing Unions, and (iii) any Contributing Credit Union or Contributing Welfare Fund. For purposes of identifying highly compensated employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund, but not for determining Covered Employment or for any other purpose, the term “Employer” includes any other employer required to be aggregated with the Employer under sections 414(b), (c), (m) or (o) of the Internal Revenue Code, except as may be excluded as a separate line of business as permitted under section 414(r) of the Internal Revenue Code.

Section 1.08—CONTRIBUTING EMPLOYER

“Contributing Employer” shall mean an Employer which is or shall become a party to the Trust Agreement and which has agreed or shall agree in a Collective Bargaining Agreement with a Local Union, or in an agreement with the Trustees, to make contributions to the Fund provided that such Employer is accepted by the Trustees for participation in the Fund in accordance with the provisions of Article II. A Contributing Employer shall only include the places of business covered by said Collective Bargaining Agreement or agreement with the Trustees.

Section 1.09—EMPLOYEE

“Employee” shall mean a person working in a job classification covered by a Collective Bargaining Agreement, or by an agreement with the Trustees, which agreement requires periodic contributions to the Fund to provide Plan A pensions and may also require contributions to the Fund to provide Plan B, Plan C, Plan CC, Plan D and/or Plan G pensions as those are defined in Article IV. “Employee” shall not include any self-employed person, any officer, partner or owner of a company or business organization which is a Contributing Employer; or any person who exercises management authority for a Contributing Employer. The term “partner” or “owner” as used in this paragraph shall include any individual who owns more than a de minimis interest in any Contributing Employer, whether through ownership of stock, assets, or any other beneficial or equity interest. For purposes of this definition, effective July 1, 1995, an individual shall be deemed to own any interest that is owned by his or her Spouse or child, except that this sentence shall not apply to an individual who (1) was employed as of June 1, 1995, by a business organization that was then owned at least in part by the individual’s spouse or child; (2) was covered as of June 1, 1995, by a Collective Bargaining Agreement that required contributions to the Fund; and (3) continues to be employed by the same Contributing Employer.

Section 1.10—COVERED EMPLOYMENT

“Covered Employment” shall mean employment of an Employee by a Contributing Employer for which the Contributing Employer is obligated to contribute to the Fund.

Section 1.11—PARTICIPANT

“Participant” shall mean an Employee who meets the requirements for participation in the Plan as set forth in Article III, or a former Employee who has attained Vested Status, as defined in Section 8.07, or a Pensioner or a Beneficiary.

Section 1.12—BENEFICIARY

“Beneficiary” shall mean a person (other than a Pensioner) who is receiving benefits from the Pension Plan because of his designation for such benefits by a Pensioner or a Participant.

Section 1.13—CONTRIBUTION PERIOD

“Contribution Period” shall mean the period during which an Employee is in Covered Employment.

Section 1.14—PENSIONER

“Pensioner” shall mean a person other than a Beneficiary to whom a pension under this Pension Plan is being paid or who has met all the requirements for a pension as set forth in these Rules and Regulations, including those related to the filing of an application.

Section 1.15—NORMAL RETIREMENT AGE

“Normal Retirement Age” shall mean the later of age 65, or the age of a Participant on the tenth anniversary of his participation, except that effective January 1, 1988 the Normal Retirement Age for those who first participate at age 60 or older shall mean the age of a Participant on the fifth anniversary of his participation.

Effective January 1, 1999, provided the participant earned more than one hour of service on or after January 1, 1999, “Normal Retirement Age” shall mean the later of age 65 or the age of the Participant on the fifth anniversary of his participation.

Section 1.16—CALENDAR YEAR

“Calendar Year” shall mean the period from January 1 to the next December 31. The Calendar Year shall serve as the Vesting Computation Period and Benefit Accrual Computation Period as used in the Act.

Section 1.17—PLAN YEAR

“Plan Year” shall mean the period from January 1 to the next December 31.

Section 1.18—ACT

“Act” shall mean the Employee Retirement Income Security Act of 1974 (otherwise referred to as ERISA) and all the regulations thereunder.

Section 1.19—CONTRIBUTION DATE

“Contribution Date” shall mean the first date for which a Contributing Employer was or shall be obligated to make contributions to the Fund.

Section 1.20—CONTRIBUTION RATE

“Contribution Rate” shall mean the amount which the Contributing Employer is obligated by agreement to pay to the Fund with respect to each Employee.

Section 1.21—CONTRIBUTING UNION

(a) “Contributing Union” shall mean the International Union or a Local Union which enters into either a collective bargaining agreement with a labor organization requiring payment of periodic contributions to the Fund or a written agreement with the Trustees whereby it agrees to make contributions to the Fund on behalf of its employees.

(b) Such agreement to participate must be entered in to prior to December 31, 1972, or within one year of the Local Union’s date of charter, whichever is later.

(c) The maximum Benefit Level available to a Contributing Union shall be three thousand two hundred dollars (\$3,200), but in no event shall a Participant who is an Employee of a Contributing Union be covered at a Benefit Level in excess of sixty percent (60%) of the Participant’s monthly Compensation averaged over his or her three years with the highest Compensation. Notwithstanding the preceding sentence, on or after August 1, 1994, upon the one-time, irrevocable election of a Contributing Union, all Participants who are Employees of such Contributing Union may be covered at a Benefit Level that does not exceed eighty percent (80%) of each Participant’s monthly Compensation averaged over his or her three years with the highest Compensation rather than sixty percent (60%) of that amount. An election by a Contributing Union to modify the Compensation limitation described in this Section 1.21(c) shall be applicable to a Participant only to the extent that such Participant has satisfied the same eligibility requirements as those provided in Sections 4.02(a), 4.02(b), 4.02(c) and 4.02(d) of these Rules for a pension at the Final Benefit Level. Contributions to the International Pension Fund under this Section shall be at the rate of \$.52 per week for each \$10 of Benefit Level, from \$100 to and including \$400; \$.60 per week for each \$10 of Benefit Level, from \$425 to and including \$600; \$.68 per week for each \$10 of Benefit Level, from \$625 to and including \$800; \$.76 per week for each \$10 of Benefit Level, from \$825 to and including \$1,000; \$.84 per week for each \$10 of Benefit Level, from \$1,025 to and including \$1,200; \$.92 per week for each \$10 of Benefit Level, from \$1,225 to and including \$1,400; \$1.00 per week for each \$10 of Benefit Level, from \$1,425 to and including \$1,800; and \$1.08 per week for each \$10 of Benefit Level, from \$1,825 to \$2,000; and \$1.16 per week for each \$10 of Benefit Level, from \$2,025 to and including \$2,200; and \$1.24 per week for each \$10 of Benefit Level from \$2,225 to and including \$2,400.

Effective July 1, 1991 contributions to the International Pension Fund under this Section shall be at the rate of \$.80 per week for each \$25 of Benefit Level, from \$100 to and including \$400; \$1.00 per week for each \$25 of Benefit Level, from \$401 to and including \$500; \$1.40 per week for each \$25 of Benefit Level, from \$501 to and including \$600; \$1.50 per week for each \$25 of Benefit Level, from \$601 to and including \$700; \$1.60 per week for each \$25 of Benefit Level, from \$701 to and including \$800; \$1.70 per week for each \$25 of Benefit Level, from \$801 to and including \$900; \$1.90 per week for each \$25 of Benefit Level, from \$901 to and including \$1,100; \$2.10 per week for each \$25 of Benefit Level, from \$1,101 to and including \$1,200; \$2.20 per week for each \$25 of Benefit Level, from \$1,201 to and including \$1,300; \$2.30 per week for each \$25 of Benefit Level, from \$1,301 to and including \$1,400; \$2.20 per week for each \$25 of Benefit Level, from \$1,401 to and including \$1,500; \$2.40 per week for each \$25 of Benefit Level, from \$1,501 to and including \$1,700; \$2.10 per week for each \$25 of Benefit Level, from \$1,701 to and including \$1,900; \$2.20 per week for each \$25 of Benefit Level, from \$1,901 to and including \$2,000; \$2.30 per week for each \$25 of Benefit Level, from \$2,001 to and including \$2,100; \$2.40 per week for each \$25 of Benefit Level, from \$2,101 to and including \$2,300; \$2.60 per week for each \$25 of Benefit Level, from

\$2,301 to and including \$2,400; \$2.80 per week for each \$25 of Benefit Level, from \$2,401 to and including \$2,500; \$3.00 per week for each \$25 of Benefit Level, from \$2,501 to and including \$2,600; \$3.30 per week for each \$25 of Benefit Level, from \$2,601 to and including \$2,800; \$3.70 per week for each \$25 of Benefit Level, from \$2,801 to and including \$3,000; and \$4.10 per week for each \$25 of Benefit Level, from \$3,001 to and including \$3,200.

(d) Effective on the following dates, the 60% or 80% limitation set forth above in paragraph (c) shall not apply to Benefit Levels equal to or less than the following:

Effective Date	Benefit Level
August 1, 1994	\$1,500
January 1, 1999	\$1,600
January 1, 2000	\$1,700
January 1, 2001	\$1,800
January 1, 2003	\$2,000

Section 1.22—BENEFIT LEVEL

“Benefit Level” shall mean the dollar amount of monthly pension corresponding to a given Contribution Rate set forth in Appendix 4 or 4A.

Section 1.23—CONTRIBUTING CREDIT UNION OR WELFARE FUND

“Contributing Credit Union” or “Contributing Welfare Fund” shall mean any federal credit union or welfare fund, affiliated with or sponsored by any Local Union, which enters into a written agreement with the Trustees whereby it agrees to make contributions to the Fund on behalf of its employees.

Section 1.24—GENDER

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

Section 1.25—HOURS OF SERVICE

(a) An Hour of Service is each hour for which an Employee is paid, or entitled to payment, for the performance of duties for a Contributing Employer, excluding such hours in excess of 40 in any week, or in excess of a lesser number of hours that constitutes the bona fide standard workweek of a Contributing Employer that has elected in its Collective Bargaining Agreement to contribute at rates that correspond to a shorter workweek and that has been accepted by the Trustees for participation on that basis. For Employees whose Employer utilizes a two-week contribution period, an Hour of Service is each hour for which an Employee is paid, or entitled to payment, for the performance of duties for a Contributing Employer, excluding such hours in excess of 80 in any such two-week period.

(b) An Hour of Service is also each hour for which an Employee is paid, or entitled to payment, by a Contributing 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, or leave of absence.

Notwithstanding the preceding sentence, no more than 501 Hours of Service shall be credited under this paragraph (b) to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period) and no Hours of Service shall be credited to the extent such service is not required to be credited under Department of Labor regulation section 2530.200b-2(a)(2) and applicable guidance issued thereunder.

(c) An Hour of Service is also each hour for which back pay, irrespective of mitigation of damages, is awarded or agreed to by a Contributing Employer to the extent that such award or agreement is intended to compensate an Employee for periods during which he would have been engaged in the performance of duties for the Contributing Employer, excluding any hours already counted under paragraph (a) or (b) of this Section and excluding any hours in excess of 40 in any week, or in excess of a lesser number of hours that constitutes the bona fide standard workweek of a Contributing Employer that has elected in its Collective Bargaining Agreement to contribute at rates that correspond to a shorter workweek and that has been accepted by the Trustees for participation on that basis. For Employees whose Employer utilizes a two-week contribution period, Hours of Service credited under this subsection will not include any hours in excess of 80 in any such two-week period.

(d) An Hour of Service is also each hour for which a Participant receives credit for periods of total disability or military service pursuant to the provisions of Section 5.05, which is not included in paragraph (a), (b), or (c) above.

(e) This Section 1.25 shall be interpreted and applied so that in all cases Employees will receive credit for at least those Hours of Service that are required to be credited under applicable regulations of the Department of Labor and guidance issued thereunder.

Section 1.26—FULL YEAR OF PARTICIPATION

A Full Year of Participation means a calendar year in which a Participant earns 2080 Hours of Service. Pension Credits are earned in months of credit as indicated in Section 5.01.

Section 1.27—COMPENSATION

(a) “Compensation” of a Participant shall mean compensation as defined in the safe harbor definition of compensation provided in Treasury Regulations section 1.415(c)-2(d)(3) (entitled “Section 3401(a) wages”). “Compensation” shall include compensation paid to a participant after a severance from service, as defined in Treasury Regulations section 1.415(c)-2(e)(3), but only if such compensation is paid not later than the later of two and one-half (2 1/2) months after such severance from service, or the end of the Plan Year that includes the severance from service and such compensation is either regular compensation for services performed during the Participant’s regular working hours, or compensation for services performed outside the Participant’s regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, that would have been paid to the Participant if the Participant had continued in employment with the Employer, or pay-

ment for unused accrued bona fide sick, vacation, or other leave, and the Participant would have been able to use the leave if employment had continued. The Trustees shall be entitled to rely on a representation by an Employer that compensation paid to a Participant after a severance from service meets the requirements of the immediately preceding sentence. In addition, with respect to any Participant who has less than 10 Full Years of Participation, such Participant's Full Years of Participation shall be deemed, solely for the purposes of adjusting the limitations applicable to the Participant as required by section 415(b)(5)(B) of the Code, to include any periods during which such Participant is permanently and totally disabled within the meaning of section 1.415(c)-1(d)(3) of the Code.

(b) For Plan Years beginning on or after January 1, 1989 and before January 1, 1994, the amount of a Participant's annual Compensation that may be taken into account for any Plan purpose shall not exceed \$200,000, as that amount may be adjusted from time to time by the Secretary of the Treasury under section 401(a)(17) of the Internal Revenue Code. For Plan Years beginning on or after January 1, 1994 and before January 1, 2002, the amount of a Participant's annual Compensation that may be taken into account for any Plan purpose shall not exceed \$150,000, as that amount may be adjusted from time to time by the Secretary of the Treasury under section 401(a)(17)(B) of the Internal Revenue Code. For Plan Years beginning January 1, 2002 and after, the amount of a Participant's annual Compensation that may be taken into account for any Plan purpose shall not exceed \$200,000, as that amount may be adjusted from time to time by the Secretary of the Treasury pursuant to Section 401(a)(17)(B) of the Code.

(c) Effective on and after January 1, 2009, amounts that an Employer pays to a Participant as differential wage payments, as defined by section 3401(h)(2) of the Code, shall be included in the Participant's Compensation for purposes of sections 415 and 401(a)(17) of the Code.

Section 1.28—MARRIED

"Married" shall mean a legal union between two individuals that is recognized under the law of the jurisdiction in which the participant is domiciled, except to the extent that federal law requires that the term be defined more narrowly.

Section 1.29—SPOUSE

"Spouse" shall mean an individual to whom a Participant, Pensioner, Employee, or Beneficiary is married.

Section 1.30—COLLECTIVE BARGAINING AGREEMENT

"Collective Bargaining Agreement" means an agreement between an Employer and a Local Union of the BCTGM, pursuant to which the Employer is obligated to make contributions to the Pension Fund for the purpose of providing pension benefits to employees whose work is covered by that agreement. Any extension of a Collective Bargaining Agreement by 180 days or more will be considered a new Collective Bargaining Agreement for purposes of the Rehabilitation Plan and the application of all rules under the Pension Protection Act of 2006, as amended.

Section 1.31—DEFAULT SCHEDULE

"Default Schedule" means the schedule of contribution increases and benefit reductions adopted by the Trustees as part of the Rehabilitation Plan and as that schedule may be amended by the Trustees from time to time.

(a) An Employer Account is "covered by" or "subject to" the Default Schedule as of the earliest of the following events occurring after November 17, 2012:

(1) The Local Union membership ratifies an agreement with the Employer that contains terms consistent with the Default Schedule;

(2) The Employer unilaterally imposes the terms of the Default Schedule on the Account's bargaining unit;

(3) The Employer and the Local Union are unable to agree on terms consistent with either the Default Schedule or the Preferred Schedule within a period of 180 days after the later of the expiration of the Collective Bargaining Agreement or November 17, 2012;

(4) The Local Union membership ratifies an agreement with the Employer, under which the Account will cease participation in the Pension Plan, although the operations of the Account will continue;

(5) The Employer unilaterally imposes on the bargaining unit a proposal to cease participation in the Pension Plan, or the Employer's participation is terminated pursuant to Section 2.02(a) for failure to pay the Fund the contributions required under the Collective Bargaining Agreement, but in either case the Employer continues the operations of the Account;

(6) The Local Union is decertified as representative of the Employees in the Account, but the Employer continues the operations of the Account; or

(7) Effective June 20, 2019, the Employer completely withdraws from the Pension Plan for any reason not described in subsections (1) through (6), and the withdrawal occurs before the fifth anniversary of the effective date of the Employer's first adoption of terms consistent with the Preferred Schedule for that Account.

(b) The general rule is that a Participant is "covered by" or "subject to" the Default Schedule as of the first date on which the Participant is credited with an Hour of Service based upon work in an Employer Account that is subject to the Default Schedule. The following exceptions apply:

(1) In cases described by subsections (a)(1), (4) and (6), a Participant is "covered by" or "subject to" the Default Schedule on the date described in the applicable subsection, if he has at least one Hour of Service based upon work in that Account at any time in the month that the Employer becomes subject to the Default Schedule.

(2) Effective June 20, 2019, in cases described in subsections (a)(2), (3), (5), and (7), a Participant is "covered by" or "subject to" the Default Schedule if the Participant works for the withdrawn Employer or in the same facility after the 90th day following notice to the bargaining unit that the Account has or will become subject to the Default Schedule.

(3) Effective June 20, 2019, a Participant will not be “covered by” or “subject to” the Default Schedule as a result of any events described in subsections (a)(1) through (7) if, as of the date of that event, he has met all of the eligibility requirements (including age) for an immediate pension and he Retires with a Pension Effective Date on or before the 90th day following notice to the bargaining unit that the Account has or will become subject to the Default Schedule. However, if the Participant continues to work after that 90th day, subsequent benefit accruals will be subject to the Default Schedule to the same extent as benefits accrued by active Participants.

For purposes of this subsection (b) only, an Hour of Service will include any hours of work that are described in Section 5.07(b)(1) if the Trustees determine that the Participant left Covered Employment in order to evade the effects of the Default Schedule.

(c) If an action described in subsections (a)(1) through (7) is approved by a court under Chapter 11 of the Bankruptcy Code (including Section 1113 of the Bankruptcy Code) in a proceeding initiated after November 17, 2012, the general rule described in subsection (b) applies along with the following exceptions:

(1) Effective June 20, 2019, if the Local Union opposed the court’s action, the exceptions described in subsections (b)(2) and (b)(3) apply.

(2) If the Local Union did not oppose the court’s action, or if the withdrawal occurs before June 20, 2019, only the exception described in subsection (b)(1) applies.

(d) Notwithstanding subsections (b) and (c), benefits that are already payable to a Participant who has a Pension Effective Date before the events listed in subsections (a)(1) through (7) will not be affected by reason of the Default Schedule, but benefits that such a Participant earns by continuing to work thereafter will be affected to the same extent as the benefits of active Participants in the same Account. Effective June 20, 2019, the Default Schedule will apply to additional benefits earned by Working Pensioners only with respect to work in the Account after the 90th day following notice to the bargaining unit that the Account has or will become subject to the Default Schedule.

(e) An Account will cease to be covered by the Default Schedule, and the Participants working in that Account will no longer be subject to the Default Schedule, if the Employer and the Local Union agree on the terms of the Preferred Schedule.

(1) If such agreement is ratified within 180 days after the Default Schedule first became applicable to the Account, the Account will be placed in the Preferred Schedule retroactively, to the extent permitted by law.

(2) If ratification occurs after that 180-day period, the Account will be placed in the Preferred Schedule prospectively.

(f) The following rules will govern the benefits of a Participant who has worked in one or more Accounts subject to the Default Schedule and one or more Accounts subject to the Preferred Schedule:

(1) If a Participant who worked under an Account subject to the Preferred Schedule subsequently has at least one Hour of Service based upon work in an Account that is subject to the Default Schedule, the Participant’s benefits thereafter will be determined as follows: eligibility for any form of benefits will be determined in accordance with the Default Schedule; but the amount of any benefits accrued after January 1, 2013 (including the actuarial factors to determine optional forms) will be determined based upon a proration of Hours of Service credited under the Preferred Schedule and Hours of Service based upon work under the Default Schedule.

(2) Except as provided in subsection (e)(1), if a Participant who has become subject to the Default Schedule subsequently has Hours of Service in an Account that is subject to the Preferred Schedule, the Participant’s benefits thereafter will be determined as follows:

a. Eligibility for Plan C, Plan CC, and Plan G Pensions will be determined without considering any Hours of Service credited under the Default Schedule;

b. The amount of any benefits (including the actuarial factors to determine optional forms) will be determined based upon a proration of Hours of Service credited under the Preferred Schedule and Hours of Service based upon work under the Default Schedule, provided, however, that if the Participant is credited with at least 2000 Hours of Service under the Preferred Schedule after the termination of his employment under the Default Schedule, the amount of benefits will be determined entirely under the Preferred Schedule.

(3) Notwithstanding subparagraphs (f)(1) and (2), if a Participant works simultaneously under multiple Accounts at least one of which is in the Preferred Schedule and at least one of which is in the Default Schedule, the Schedule under which he worked the largest number of the last 4000 Hours of Service preceding his Pension Effective Date will govern his benefits.

Section 1.32—EMPLOYER ACCOUNT OR ACCOUNT

“Employer Account” or “Account” means one or more places of business of an Employer for which there is a single Collective Bargaining Agreement.

Section 1.33—PENSION EFFECTIVE DATE

“Pension Effective Date” has the same meaning as “Effective Date of a Participant’s pension,” as that term is defined in Section 8.01(a). The Pension Effective Date of a Disability Pension is the earliest date as of which benefits are paid under Section 4.11(a)(1) or (2).

Section 1.34—PREFERRED SCHEDULE

“Preferred Schedule” means the schedule of contribution increases and benefit reductions denominated as the “preferred schedule” and adopted by the Trustees as part of the Rehabilitation Plan, and as that schedule may be amended by the Trustees from time to time.

Section 1.35—REHABILITATION PLAN

“Rehabilitation Plan” means the combination of contribution rate increases and benefit reductions that the Trustees adopted November 7, 2012, to comply with Section 305(e)(1) of the Act, and as it may be amended by the Trustees from time to time.

Section 1.36—RETIRE OR RETIREMENT

“Retire” or “Retirement” means:

(a) In the case of a Participant who has not reached Normal Retirement Age as of the Pension Effective Date, to sever all employment with Contributing Employers and to fulfill all requirements for receipt of a benefit, including a written application for benefits described in Section 8.01(a).

(b) In the case of a Participant who has reached Normal Retirement Age on or before the Pension Effective Date, to fulfill all requirements for receipt of a benefit, including a written application for benefits described in Section 8.01(a).

Section 1.37—WORKING PENSIONER

“Working Pensioner” means a Participant who works in Covered Employment after his or her Pension Effective Date. If a provision of the Plan states that it applies only to Participants with a Pension Effective Date after a stated date that provision will not affect benefits that are already payable to a Working Pensioner as of the stated date, but will affect benefits for which the Working Pensioner qualifies thereafter in the same manner that it affects other Participants.

ARTICLE II. BASIS OF EMPLOYER PARTICIPATION

Section 2.01—ACCEPTANCE FOR EMPLOYER PARTICIPATION

Any Employer who enters into a Collective Bargaining Agreement with a Local Union requiring contributions to the Fund shall be accepted for participation by the Trustees, or for continued Participation on an actuarially sound basis if the Employer and the Local Union enter into the Standard Collective Bargaining Clause adopted by the Trustees for participation in the International Pension Fund; provided, however, that the Trustees shall not be required to accept an Employer for participation if (1) any other Employers with whom the Local Union has Collective Bargaining Agreements are required to make contributions on behalf of the Employees covered by such Collective Bargaining Agreements to another collectively bargained Pension Fund jointly administered by a Board of Trustees consisting of Employer and Union Trustees; or (2) if the Employer has previously withdrawn from the Pension Fund and has not complied with its obligation to pay withdrawal liability; and provided further that the benefit levels provided for any group of Employees participating in the Fund are subject to the limits described in Section 2.03.

Section 2.02—TERMINATION OF EMPLOYER PARTICIPATION

(a) A Contributing Employer's participation in the International Pension Fund may be terminated by the Trustees for failure to execute the standard collective bargaining clause as adopted by the Trustees, or if the Contributing Employer shall fail to pay to the Fund such sums of money as shall have been agreed upon in the Collective Bargaining Agreement between the Contributing Employer and the Local Union in accordance with the rules of the Trustees for remitting such contributions.

(b) A Contributing Employer's participation in the International Pension Fund may be terminated if the Contributing Employer fails promptly to remit amounts due the Fund.

(c) No Contributing Local Union shall be accepted for participation on the basis of a Contribution Rate or of an increase in Contribution Rate, as the case may be, which shall be effective earlier than the date on which the Contributing Local Union shall notify the Fund Office of its intention to make contributions at such rate or such increased rate.

(d) A Contributing Employer's participation in the International Pension Fund may be terminated if he enters into a Collective Bargaining Agreement which does not provide a Contribution Rate adequate to provide at least as great a Benefit Level for Plan A, Plan C, Plan CC, Plan D or Plan G Pensions as was

provided by the Contribution Rate specified in the prior contract. The Contribution Rates necessary to provide the respective Benefit Levels are specified in Appendices 4 and 4A. Reacceptance for participation of an Employer so terminated shall be allowable only at the sole discretion of the Trustees and under such conditions as they may require.

Section 2.03—BENEFIT LEVEL INCREASES

(a) General Limits. The maximum benefit level increase that may be provided for any group of Employees participating in the Fund during the term of a Collective Bargaining Agreement is \$100 per year of the agreement's term. The limits described herein do not apply to Collective Bargaining Agreements that are ratified and in effect on August 1, 2003. Effective August 1, 2003, the maximum benefit level increase that may be provided for employees who are not covered by a collective bargaining agreement is \$100 in any period of 12 months.

(b) Special Rules that Apply to Plant Closings. The following rules apply to Plant Closings on and after December 4, 1996:

(1) In the event of a Plant Closing, as defined herein, the maximum benefit level increase that is permitted is ten percent (10%) of the benefit level in effect (rounded to the nearest \$25.00) or \$100.00, whichever is greater, inclusive of the amount provided in any acceleration clause, except that for contracts in effect on December 4, 1996, the full amount provided in any acceleration clause will apply.

(2) In the event of a Plant Closing as defined herein, neither Plan C, G nor D may be implemented if not already in effect. If Plan C or G is already in effect, the maximum benefit level increase is that provided above. If Plan D is already in effect, the applicable benefit may be increased by one "D" level (e.g., D-1 to D-2).

(3) For purposes of this Section 2.03, a Plant Closing is defined as a reduction by seventy percent (70%) or more of hours reported under a particular Account or Collective Bargaining Agreement within a 180-day period.

(4) The limitations expressed in this Section 2.03 apply only to plans and Benefit Levels covering those whose employment will end during the Plant Closing.

(c) This Section 2.03 does not alter the pension eligibility requirements set forth in Article IV or the limitation of liability provisions set forth in Article VIII of these Rules.

(d) No Benefit Level increase may be provided for an Account that is subject to the Default Schedule.

ARTICLE III. BASIS OF EMPLOYEE PARTICIPATION

Section 3.01—COMMENCEMENT OF PARTICIPATION

An Employee who is in Covered Employment shall become a Participant in the Plan on the earliest January 1 or July 1 following completion of any 12 consecutive month period during which he worked at least 750 Hours of Service in Covered Employment. The required 750 Hours of Service may also be completed with any other employment with the same Employer continuous with the Employee's Covered Employment.

Section 3.02—TERMINATION OF PARTICIPATION

A Participant who incurs a One-Year Break in Service (de-

defined in Section 5.08) shall cease to be a Participant as of the last day of the Calendar Year in which the One-Year Break occurs unless such Participant has achieved Vested Status as defined in Section 8.07.

Section 3.03—REINSTATEMENT OF PARTICIPATION

An Employee who has lost his status as a Participant in accordance with Section 3.02 shall again become a Participant by meeting the requirements of Section 3.01.

ARTICLE IV. PENSION ELIGIBILITY AND AMOUNTS

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 the provisions of Article V. The benefit amounts are subject to reduction on account of certain Joint and Survivor Pensions (Article VI), Optional Forms of Benefits (Article VII), and/or on account of certain payments made pursuant to a qualified domestic relations order. Entitlement of an eligible Participant to receive pension benefits is subject to his retirement and application for benefits, as provided in Article VIII.

Eligibility depends on Pension Credits, which are defined in Section 5.01, or on Years of Vesting Service, which are defined in Section 5.07.

Section 4.01—ELIGIBILITY FOR A NORMAL PLAN A PENSION

A Participant may retire on a Normal Plan A Pension if he meets all the following requirements:

- (a) he has attained Normal Retirement Age;
- (b) he has at least 25 years of Pension Credit;
- (c) he has at least 504 hours of service in Covered Employment during the Contribution Period.

Section 4.02—AMOUNT OF THE NORMAL PLAN A PENSION

The Normal Plan A Pension shall be the amount which results from the application of the following subsections (a), (b), (c), or (d), whichever results in the highest amount, subject to the special rules in subsections (g), (h) and (i). Participants who meet the eligibility rules described in subsection (e) or (f) shall also receive the Plan A Supplemental Benefit described in subsection (e).

- (a) (i) The Normal Plan A Pension shall be equal to the Benefit Level (referred to in this subsection (a) as the Final Benefit Level) at which the Participant last earned Hours of Service in Covered Employment during the Contribution Period, if he meets all of the following requirements:
 - (A) He was an Employee of a Contributing Employer on the date that such Employer first became obligated by reason of a Collective Bargaining Agreement to provide a Contribution Rate adequate to support such Final Benefit Level;
 - (B) He did not earn Hours of Service in Covered Employment at a lower Benefit Level between such date and the date of his retirement;
 - (C) He has at least 504 Hours of Service in Covered Employment during the Contribution Period at the Final Benefit Level.
- (ii) For purposes of this subsection (a), a person is deemed to be an Employee of a Contributing Employer on the date that such Contributing Employer first became obligated, by reason of a Collective

Bargaining Agreement to provide a Contribution Rate adequate to provide such Final Benefit Level if the Employee meets either of the following two requirements:

- (A) He had 160 Hours of Service in Covered Employment with the said Contributing Employer during the month in which such Final Benefit Level became effective; or
- (B) During his preceding 2000 Hours of Service in Covered Employment he had more days of Covered Employment with the said Contributing Employer than he had with any other Contributing Employer.

(b) The Normal Plan A Pension shall be equal to the Benefit Level at which the Participant had the greatest number of Hours of Service in Covered Employment in the most recent 4000 Hours of Service in such employment; provided, that for the purpose of this subsection (b) only a Participant who has less than 4000 Hours of Service in Covered Employment shall be deemed to have the difference between the actual number of Hours of Service in Covered Employment and 4000 Hours of Service computed at the Benefit Level which was applicable to his first Hours of Service in Covered Employment.

(c) The Normal Plan A Pension shall be calculated as the average Benefit Level at which the Participant was covered in the period from July 1, 1959 to the date of retirement counting only the number of Hours of Service in Covered Employment during the Contribution Period.

(d) The Normal Plan A Pension shall be equal to the Accrued Benefit, as of the end of the Calendar Year prior to the Participant's retirement, as calculated in Section 4.16.

(e) Effective July 1, 1991, participants who, after the Contribution Date, accrued at least 3 months of Pension Credit pursuant to Section 5.01 of these Rules in the eighteen-month period between January 1, 1990, and July 1, 1991, and whose pension effective dates are April 1, 1991, or thereafter, will receive a Plan A Supplement added to the Normal Plan A Pension. The amount of the supplement varies with the amount of the final Benefit Level and Pension Effective Date. Please refer to Appendix 3 at the end of these Rules and Regulations. The maximum supplement is \$200 for employee participants and \$300 for union officer participants. For participants who are eligible for the Plan A Supplement, this additional amount shall be considered part of the Normal Plan A pension for purposes of applying Sections 4.04, 4.06, 4.10 and 4.13 and all other rules applicable to Plan A pensions. Effective August 1, 1992, for participants who are eligible for the Plan A Supplement, the Supplement shall also be awarded based on the amount of benefits for which the participant is eligible under Plans B, C, CC, D and G, pursuant to Sections 4.15, 4.18, 4.20, 4.22 and 4.24 and all other rules applicable to Plan B, Plan C, Plan CC, Plan D and Plan G Pensions.

(f) Participants whose Pension Effective Date is prior to April 1, 1991 shall be entitled to receive the Plan A Supplement if they work in Covered Employment after April 1, 1991, if

their pension is suspended during such employment or if they have attained the age after which they were entitled to continue receiving benefits pursuant to Section 8.06, as such rules have been in effect from time to time, and if they meet the Pension Credit requirements described in subsection 4.02(e). The Plan A Supplement in such a case shall be paid effective July 1, 1991, or on the date of the Participant's subsequent retirement, or on the date of the first redetermination under Section 8.01(b)(ii)(C).

(g) Notwithstanding any provision to the contrary in subsections (a), (b), (c) and (d) of this Section 4.02,

(i) with respect to a Pensioner who returns to Covered Employment after incurring a One-Year Break in Service as defined in Section 5.08 and fails to complete 2,000 Hours of Service in Covered Employment after his or her return, the Final Benefit Level applied to his or her Normal Plan A Pension shall be the Final Benefit Level applicable on the date of his or her previous retirement;

(ii) with respect to a Pensioner who returns to Covered Employment and has not incurred a One-Year Break in Service as defined in Section 5.08 before returning to Covered Employment, the Final Benefit Level applied to his or her Normal Plan A Pension shall be the Final Benefit Level applicable on the date of the Pensioner's later retirement. However, the pension benefit provided to such a Pensioner (if such Pensioner returned to Covered Employment prior to attaining Normal Retirement Age and did not continue in Covered Employment after attaining Normal Retirement Age), shall be reduced by the actuarial value of the benefits he or she has already received (not including special one-time payments), calculated based upon the 1971 Group Annuity Mortality Table (100 percent male) and a seven percent interest rate, but in no event less than the pension benefit the Pensioner was entitled to receive prior to his or her return to Covered Employment.

(h) Pension Benefit Amounts on and after November 17, 2012

(i) Neither an increase in Contribution Rates required by the Preferred Schedule or the Default Schedule, nor any surcharges that the Employer is required to pay for any period pursuant to section 305(e)(7) of the Act, will have the effect of increasing the Benefit Level of any Participant.

(ii) All Benefit Level increases that either were negotiated in an Account subject to the Default Schedule after January 1, 2007, or that took effect in such Account after January 1, 2007, will be cancelled for Participants in that Account to whom the Default Schedule applies as defined in Section 1.31 effective on the earliest date permitted by section 204(h) of the Act (and applicable regulations) after the Pension Fund provides the notice required by section 204(h)(2) of the Act. If the Contribution Date occurred after January 1, 2007, the Benefit Level will be reduced to what it was on the Contribution

Date. A cancellation or reduction pursuant to this subsection will not have the effect of decreasing any Employer's Contribution Rates.

(iii) The maximum rate at which additional benefits accrue for Participants subject to the Default Schedule, effective on the earliest date after provision of notice under section 204(h)(2) of the Act, will be the lowest of (A) the existing benefit accrual rate under the Collective Bargaining Agreement in effect for that Employer Account on January 1, 2012, (B) the rate that results from the rollback under (ii) or (C) the accrual rate that is equivalent to 1% of required Employer contributions for that Account (assuming contributions for 2,000 hours per Participant per year and assuming retirement at Normal Retirement Age). For this purpose, Employer contributions will include neither any increase in Contribution Rates required by the Default Schedule nor any surcharges that the Employer is required to pay pursuant to section 305(e)(7) of the Act.

(i) Pension Benefit Levels on and after January 1, 2013

(i) Any Benefit Level increase that is negotiated in an Account on or after January 1, 2013, will take effect for Participants in the Account on the earlier of the following dates:

(A) the Pension Effective Date of a Participant in that Account who satisfies the requirements of Section 4.02(a) (or, in the case of a Working Pensioner, the date provided in Section 8.06(g)), or

(B) the fifth anniversary of the date as of which the Employer was first obligated to make contributions to the Fund at the Contribution Rate corresponding to the higher Benefit Level, provided that on the applicable date the Employer continues to be obligated to make contributions to the Fund at the Contribution Rate corresponding to the higher Benefit Level or a higher Contribution Rate, and the Account is not subject to the Default Schedule.

(ii) If a Participant returns to Covered Employment on or after January 1, 2013, after incurring a Break in Service as defined in Section 5.08(b)(i), and repairs the Break in Service pursuant to Section 5.08(b)(iii), and if the Participant's Benefit Level after the Break in Service is higher than the Benefit Level before the Break in Service, the Participant's Plan A benefit amount will be calculated as the sum of the following, using no more than 25 years of Pension Credits (disregarding those Pension Credits in excess of 25 that would produce the lowest Benefit Levels):

(A) The amount of benefits to which he or she would have been entitled under Section 4.02 based solely on Pension Credits and Benefit Levels before the Break in Service; plus

- (B) The amount of benefits payable based upon Pension Credits earned and Benefit Levels in effect following the return to Covered Employment in accordance with Section 4.02 as it is in effect at the Participant's Pension Effective Date.

Section 4.03—ELIGIBILITY FOR A REDUCED PLAN A PENSION

A Participant who is not entitled to retire on a Normal Plan A Pension shall be entitled to retire on a Reduced Plan A Pension if he meets all of the following requirements:

- (a) he has attained age 65;
- (b) he has at least 15 years but less than 25 Years of Pension Credits;
- (c) he has at least 504 Hours of Service in Covered Employment during the Contribution Period;
- (d) he has at least 504 Hours of Service in Covered Employment during the Contribution Period subsequent to his 54th birthday, or he has at least 10 Years of Pension Credit under Plan B.

Section 4.04—AMOUNT OF REDUCED PLAN A PENSION

The Reduced Plan A Pension shall be that proportion of the Normal Plan A Pension, calculated without regard to Section 4.02(d), which the Participant's number of Years of Pension Credits bears to 25. In no case shall the Reduced Plan A Pension be less than the amount of the Plan A Accrued Benefit, as calculated in Section 4.16.

Section 4.05—ELIGIBILITY FOR A PLAN A EARLY RETIREMENT PENSION

- (a) A Participant may retire on a Plan A Early Retirement Pension before January 1, 2014, if he meets the following requirements and he is not subject to the Default Schedule, as defined in Section 1.31:
 - (i) he has attained age 55;
 - (ii) he has at least 15 years of Pension Credit or he is vested and has at least 10 years of Pension Credit;
 - (iii) he has at least 504 Hours of Service in Covered Employment during the Contribution Period;
 - (iv) he has at least 504 Hours of Service in Covered Employment during the Contribution Period subsequent to his 54th birthday, or he has at least 10 years of Pension Credit under Plan B. The requirement of this subsection (iv) shall not apply where the Participant has 25 or more years of Pension Credit.
- (b) A Participant whose Pension Effective Date is on or after January 1, 2014, or who is subject to the Default Schedule at an earlier date, as defined in Section 1.31, may retire on a Plan A Early Retirement Pension if he meets the following requirements:
 - (i) he has attained age 55;
 - (ii) he has at least 15 years of Pension Credit;

- (iii) he has at least 504 Hours of Service in Covered Employment during the Contribution Period;
- (iv) he has at least 504 Hours of Service in Covered Employment during the Contribution Period subsequent to his 54th birthday, or he has at least 10 years of Pension Credit under Plan B. The requirement of this subsection (iv) shall not apply where the Participant has 25 or more years of Pension Credit.

Section 4.06—AMOUNT OF PLAN A EARLY RETIREMENT PENSION

A Plan A Early Retirement Pension shall be in an amount determined as follows:

- (a) There shall first be determined the amount of the Normal or Reduced Plan A Pension to which the Participant would be entitled if he were then 65 years of age with the same number of years of Pension Credit;
- (b) The amount so determined shall then be reduced by one-half of 1% for each month by which the Participant is younger than 65 on the effective date of his early retirement; or, for a Participant who is subject to the Default Schedule, as provided in Section 1.31, the amount so determined shall be reduced in accordance with the actuarial factors in Appendix 2C.

Section 4.07—ELIGIBILITY FOR A DISABILITY PENSION

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

- (a) He is permanently and totally disabled;
- (b) Six months have elapsed since the onset of the disability;
- (c) He has at least 15 Years of Pension Credits; or, for Pension Effective Dates before January 1, 2014, he has at least 10 years of Pension Credits and has credit for at least one Hour of Service after January 1, 1999;
- (d) He has at least 504 Hours of Service in Covered Employment during the Contribution Period;
- (e) He has at least 504 Hours of Service in Covered Employment in the last 12 months preceding the onset of his disability; and
- (e) He is not subject to the Default Schedule, as defined in Section 1.31.

Section 4.08—DEFINITION OF TOTAL AND PERMANENT DISABILITY

A Participant shall be deemed totally and permanently disabled as follows:

- (a) If, on the basis of medical evidence satisfactory to the Trustees, he is found to be totally and permanently unable, as a result of bodily injury or disease, to engage in any further employment whatsoever. The Trustees shall be the sole and final judges of total and permanent disability and of the entitlement to a Disability Pension under this subsection.
- (b) Effective for all applications pending or received on or after December 3, 2002, a Participant shall be deemed to-

tally and permanently disabled if either of the following conditions is satisfied:

- (i) The Trustees determine that he meets the standard defined in subsection (a); or
- (ii) He is found by the Social Security Administration to be totally and permanently disabled.

Section 4.09—PHYSICAL EXAMINATION

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

Section 4.10—AMOUNT OF THE DISABILITY PENSION

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

- (a) There shall first be determined the amount of the Normal Plan A, Reduced Plan A, or Plan A Vested Deferred Pension to which the Participant would be entitled if he were then 65 years of age with the same number of Years of Pension Credits;
- (b) For pensions with Effective Dates before January 1, 2000, and pensions with Effective Dates on or after January 1, 2014, the amount so determined shall then be reduced by 1/4 of 1% for each month by which the Participant is younger than 65 on the Effective Date of his Disability Pension, but in no case shall the reduction be greater than 50%; and in no case will the resulting amount for Participants age 55 and over be less than 110% of the Plan A Early Retirement Benefit (before rounding) to which the Participant would be entitled based on the years of Pension Credits which the Participant has earned nor greater than the Plan A Normal or Reduced Retirement Benefit to which the Participant would be entitled based on the years of Pension Credits which the Participant has earned;
- (c) For pensions with Effective Dates between January 1, 2000 and December 31, 2013, the amount will be as determined in subsection (a), without regard to subsection (b).

Section 4.11—COMMENCEMENT AND CONTINUATION OF DISABILITY PENSION

- (a) The Disability Pension shall be payable commencing as provided in subsections (1) through (3), and shall continue thereafter for as long as the permanent and total disability continues.
 - (1) If disability is established in accordance with Section 4.08(a) or Section 4.08(b)(i), benefits are payable commencing with the later of: the seventh month after the onset of disability as determined by the Trustees, or the first month after the Fund's receipt of the application.
 - (2) If disability is established in accordance with Section 4.08(b)(i), benefits are payable commencing with the later of: the seventh month after the onset of disability as determined by the Social Security Administration, or the first month after the Fund's

receipt of the application; provided that benefits shall not be payable for more than twenty-four months prior to the date on which the Fund receives the Social Security Administration's written determination of disability.

- (3) Effective for all applications pending or received on or after December 3, 2002, an application for Disability Pension shall remain valid while the Participant's application for Social Security disability benefits is pending, subject to the limit on retroactive payments in subsection (a)(2).
- (4) If one application for Disability Pension has been denied, subject only to a timely appeal from the denial pursuant to Section 8.05, a new application must be filed in order to obtain another determination of the Participant's eligibility for a Disability Pension. In such cases, the date on which benefits commence, as provided in subsections (1) and (2), will be based on the date the Fund receives that new application.
- (b) If a Disability Pensioner engages in any gainful employment whatsoever, he shall, within 15 days after entering such employment, notify the Trustees thereof. If any Disability Pensioner fails to notify the Trustees within such period of time, the Trustees may in their sole discretion disqualify him from receiving any additional pension benefits for a period of not more than 12 months in addition to the duration of such employment.
- (c) If any Pensioner retired under the Disability Pension provision shall subsequently cease to be disabled and if he had been eligible for an Early Retirement Pension when he first retired on a Disability Pension, he shall then be entitled to apply for a Plan A Early Retirement benefit which shall become effective as of the month that his Disability benefit terminated based on the attained age when he first retired on a Disability Pension.
- (d) When a disabled Participant receiving a Disability Pension with an Effective Date before January 2000 or on and after January 1, 2014, attains age 65, he shall be entitled to a revision of his monthly Pension Benefit, based on his years of Pension Credits at the time he became disabled. His pension benefit from age 65 shall be the Normal Plan A, Reduced Plan A, or Plan A Vested Deferred Pension, as the case may be, as provided by Sections 4.02, 4.04, or 4.13 (provided, however, that the 36-month guarantee of payments set forth in Section 8.01 and 8.02 shall not apply in such instances).
- (e) The Disability Pension is not subject to the 36-month guarantee described in Section 8.01 or Section 8.02.

Section 4.12—ELIGIBILITY FOR A PLAN A VESTED DEFERRED PENSION

- (a) A Participant shall have the right to a Plan A Vested Deferred Pension if:
 - (1) he has credit for at least 10 years of Vesting Service;

- (2) he has credit for at least 5 years of Vesting Service and is credited, on or after January 1, 1989, with at least one Hour of Service that:
 - (i) is for work as an Employee of a Contributing Union, Contributing Credit Union, or Contributing Welfare Fund, and
 - (ii) is not covered by a Collective Bargaining Agreement;
- (3) he has credit for at least 5 years of Vesting Service and is credited, on or after January 1, 1999, with more than one Hour of Service; or
- (4) he reaches Normal Retirement Age on or after January 1, 1976, and subsequently retires with less than 15 years of Pension Credit; and at least 375 Hours of Service in Covered Employment during the Contribution Period.

(b) The Pension shall be payable upon retirement after the Participant

- (1) has attained Normal Retirement Age, or
- (2) has attained age 55 and has accumulated at least 10 years of Pension Credit, or if the Participant's Pension Effective Date is on or after January 1, 2014, he has attained age 55 and has accumulated at least 15 years of Pension Credit.

Section 4.13—AMOUNT OF THE PLAN A VESTED DEFERRED PENSION

If the Plan A Vested Deferred Pension begins after the Participant has attained his Normal Retirement Age, the monthly amount of the Plan A Vested Deferred Pension shall be equal to the Plan A Accrued Benefit, as defined in Section 4.16. If payment of the Plan A Vested Deferred Pension begins before the Participant attains 65, the monthly amount shall be reduced by 1/2 of 1% for each month by which the commencement of his pension precedes age 65. If the Participant is subject to the Default Schedule, as defined in Section 1.31, and payment begins before the Participant attains age 65, the monthly amount will be reduced in accordance with the actuarial factors in Appendix 2C.

Section 4.14—ELIGIBILITY FOR A PLAN B VESTED DEFERRED PENSION

A Participant shall have the right to a Plan B Vested Deferred Pension if:

- (a) (i) he is eligible for a Plan A Vested Deferred Pension, or (ii) he has at least 15 Years of Pension Credits, and
- (b) he has at least 504 Hours of Service in Covered Employment under an agreement which provides for a Plan B Pension.

The Plan B Vested Deferred Pension shall be payable upon retirement after the Participant:

- (a) has attained Normal Retirement Age, or
- (b) has attained age 55 and has accumulated at least 15 Years of Pension Credit.

Section 4.15—AMOUNT OF THE PLAN B VESTED DEFERRED PENSION

If the Plan B Vested Deferred Pension begins after the Participant has attained his Normal Retirement Age, the monthly amount of the Plan B Vested Deferred Pension shall be equal to the Plan B Benefit Level multiplied by a fraction, the numerator of which shall be the years of Pension Credits not in excess of 25 and the denominator of which shall be 25.

If payment of the Plan B Vested Deferred Pension begins before the Participant attains age 65, the monthly amount shall be reduced by 1/2 of 1% for each month by which the commencement of his pension precedes age 65.

The Plan B Vested Deferred Pension shall be paid to eligible Participants in lieu of the Plan A Vested Deferred Pension if it exceeds the amount of the Plan A Vested Deferred Pension.

Section 4.16—AMOUNT OF PLAN A ACCRUED BENEFIT

(a) The Plan A Accrued Benefit at the end of a Calendar Year shall be equal to 4% of the Interim Benefit Level times the number of years of Pension Credits but not less than the Plan A Accrued Benefit at the end of the previous Calendar Year. In no case may the Plan A Accrued Benefit exceed 100% of the applicable Interim Benefit Level.

(b) The Interim Benefit Level is equal to the Benefit Level, plus the Plan A Supplement described in Section 4.02(e), if applicable, that would result from the application of Section 4.02 at Normal Retirement Age if the Benefit Level at which the Participant earned most Hours of Service in Covered Employment during the Calendar Year were to continue and the Participant were to earn a year of Pension Credit for each year until his Normal Retirement Age. If less than 504 Hours of Service in Covered Employment was earned during the Calendar Year the calculation of the Interim Benefit Level shall be based instead on the Benefit Level, if any, at which the Participant last earned at least 504 Hours of Service in Covered Employment.

(c) Notwithstanding subsections (a) and (b), the accrued benefits for Participants who are subject to the Default Schedule as described in Section 1.31, will be reduced as provided in Section 4.02(h)(ii), and additional benefits accruing for service under the Default Schedule will be limited as provided in Section 4.02(h)(iii).

Section 4.17—ELIGIBILITY FOR AN AGE AND SERVICE = 90 PENSION (PLAN C)

- (a) A Participant shall be entitled to retire on an Age and Service = 90 Pension (Plan C) if all of the following conditions are met:
 - (i) the sum of his years of age and years of Pension Credits total at least 90;
 - (ii) he has accumulated at least 504 Hours of Service in Covered Employment under an agreement which provides for a Plan C Pension;
 - (iii) If his Pension Effective Date is on or after January 1, 2014, or if he is a Working Pensioner who has not previously met the eligibility requirements of

this subsection as of January 1, 2014, he has at least 15 years of Pension Credit;

- (iv) If he commenced participation on or after December 3, 1998, and has a Pension Effective Date before January 1, 2014, he has a minimum of 10 years of Pension Credit; and
 - (v) He is not subject to the Default Schedule, as defined in Section 1.31.
- (b) For all purposes under subsection (a), Pension Credit shall not include any Pension Credit earned in an Account subject to the Default Schedule except as provided in Section 1.31(e)(1), and shall not include any periods of service after the Participant's last service under an agreement described in subsection (a)(ii).
- (c) A Participant who first satisfies the requirements of subsection (a) on or after May 1, 2012, must also satisfy one of the following requirements:
- (i) The Participant must first satisfy all of the eligibility requirements of subsection (a) while in Covered Employment or in a period treated as Covered Employment under Section 5.05; or
 - (ii) If the Participant's last work in Covered Employment ceased as a result of a plant closing or permanent reduction in force, the Participant must satisfy all of the eligibility requirements of subsection (a) on or before the 90th day after the date of the plant closing or permanent reduction in force.

If the sum of a Participant's years of age and years of Pension Credits first reaches 90 at a time that is not described in either subsection (i) or (ii), the Participant may qualify for the Plan C pension by returning to Covered Employment and accumulating at least 504 Hours of Service in Covered Employment under an agreement which provides for a Plan C pension, provided that, if the Participant had a One-Year Break in Service, as defined in Section 5.08(b), following his most recent period of Covered Employment or period treated as Covered Employment under Section 5.05, the Participant must return to Covered Employment and accumulate 2,000 Hours of Service in Covered Employment under an agreement which provides for a Plan C Pension.

Section 4.18—AMOUNT OF THE AGE AND SERVICE = 90 PENSION (PLAN C)

- (a) Subject to the same rules as are applicable to a Normal Plan A Pension under Section 4.02, as modified by Sections 4.25 and 4.28, the Age and Service = 90 Pension shall be equal to the Benefit Level provided by the Contribution Rate designated for such Pension set forth in Appendices 4 and 4A, without reduction on account of the age or Years of Pension Credits of the Participant, except as provided in subsection (b).
- (b) If the Participant returned to Covered Employment after January 1, 2013, and cured a Break in Service (as defined by Section 5.08(b)(i) and (iii)), the benefit will be determined as follows:

(i) General Rules that Apply in All Cases.

- (A) The benefit will be at least equal to the amount he would have been entitled to receive at the beginning of the Break in Service under Sections 4.02 and 4.18 as they were in effect at that time.
- (B) If the Pension Benefit Level that applies to the post-break service is lower than the Pension Benefit Level that applies to the pre-break service, the Participant's benefit will be the greater of: (1) the amount he would have been entitled to receive at the beginning of the Break in Service under Sections 4.02 and 4.18 as they were in effect at that time, based on Pension Credits accrued before the Break in Service, or (2) the amount he would be entitled to receive based on all of his Pension Credits and the Pension Benefit Level determined pursuant to Sections 4.02 and 4.18 as they are in effect at the Pension Effective Date.
- (C) If the Participant has more than 25 years of Pension Credits, the calculation will be based only on the 25 Pension Credits that will yield the highest benefit amount.
- (D) A Participant may elect to disregard any Pension Credits that are not needed to satisfy the requirements of Section 4.17, to the extent that use of those Pension Credits in the calculation of the benefit would produce a lower amount of benefit. If the Participant makes this election, the phrase "Total Pension Credits" in this Section will not include the disregarded credits.

- (ii) Benefit Amount if Pre-Break Pension Credits Were Earned under an Age and Service Pension. If the Pension Benefit Level that applies to the post-break service is higher than the Pension Benefit Level that applies to the pre-break service, and if the pre-break Pension Credits that are needed for eligibility are credited under an agreement that obligated the Employer to make contributions for an Age and Service Pension, the amount of the benefit will be calculated as the sum of the following: (A) the ratio of the pre-break Pension Credits to the Participant's Total Pension Credits, multiplied by the Pension Benefit Level that would have been provided by Section 4.02 as it was in effect when the Break in Service began; plus (B) the ratio of the post-break Pension Credits to the Participant's Total Pension Credits, multiplied by the Pension Benefit Level provided by Section 4.02 with respect to the Participant's post-break service, as of the Pension Effective Date.
- (iii) Benefit Amount if Pre-Break Pension Credits Were Not Earned Under an Age and Service Pension. If the Participant would have been entitled only to a

Plan A Pension based upon service through the date when the Break in Service began, the first portion of the benefit will be equal to the ratio of the pre-break Pension Credits to 25, multiplied by the Benefit Level that would have been provided by Section 4.02 as it was in effect when the Break in Service began, then reduced as provided in Section 4.06(b). The post-break portion of the benefit will be equal to the ratio of the post-break Pension Credits to the Participant's Total Pension Credits (but not exceeding 25), multiplied by the Pension Benefit Level provided by Section 4.02 with respect to the Participant's post-break service, as of the Pension Effective Date.

(b) If the Participant returned to Covered Employment after January 1, 2013, and cured a Break in Service (as defined by Section 5.08(b)(i) and (iii)), the benefit will be determined as follows:

(i) General Rules that Apply in All Cases:

(A) The benefit will be at least equal to the amount he would have been entitled to receive at the beginning of the Break in Service under Sections 4.02 and 4.20 as they were in effect at that time.

(B) If the Pension Benefit Level that applies to the post-break service is lower than the Pension Benefit Level that applies to the pre-break service, the Participant's benefit will be the greater of: (1) the amount he would have been entitled to receive at the beginning of the Break in Service under Sections 4.02 and 4.20 as they were in effect at that time, based on Pension Credits accrued before the Break in Service, or (2) the amount he would be entitled to receive based on all of his Pension Credits and the Pension Benefit Level determined pursuant to Sections 4.02 and 4.20 as they are in effect at the Pension Effective Date.

(C) If the Participant has more than 25 years of Pension Credits, the calculation will be based only on the 25 Pension Credits that will yield the highest benefit amount.

(D) A Participant may elect to disregard any Pension Credits that are not needed to satisfy the requirements of Section 4.19, to the extent that use of those Pension Credits in the calculation of the benefit would produce a lower amount of benefit. If the Participant makes this election, the phrase "Total Pension Credits" in this Section will not include the disregarded credits.

(ii) Benefit Amount if Pre-Break Pension Credits Were Earned under a Plan CC Pension. If the Pension Benefit Level that applies to the post-break service is higher than the Pension Benefit Level that applies to the pre-break service, and if the pre-break Pension Credits that are needed for eligibility are credited under an agreement that obligated the Employer to make contributions for an Age and Service Pension, the amount of the benefit will be calculated as the sum of the following: (A) the ratio of the pre-break Pension Credits to the Participant's Total Pension Credits, multiplied by the Pension Benefit Level that would have been provided by Section 4.02 as it was in effect when the Break in Service began; plus (B) the ratio of the post-break Pension Credits to the Participant's Total Pension Credits, multiplied by the Pension Benefit Level provided by Section 4.02 with respect to the Partici-

Section 4.19—ELIGIBILITY FOR THE SPECIAL AGE AND SERVICE PENSION (PLAN CC)

(a) On or after August 1, 1981, a Participant shall be entitled to retire on a Special Age and Service Pension (Plan CC) if all of the following conditions are met:

(i) The Participant's work in Covered Employment just prior to his application for retirement ceased as a result of a plant closing or permanent reduction in force;

(ii) He has accumulated at least 504 Hours of Service in Covered Employment under an agreement which provides for a Plan CC Pension;

(iii) The sum of his years of age and years of Pension Credit total at least 80 on or before the 90th day after the date of the plant closing or permanent reduction in force.

(iv) If he has a Pension Effective Date on or after January 1, 2014, he has at least 15 years of Pension Credit;

(v) If he commenced participation on or after December 3, 1998, and has a Pension Effective Date before January 1, 2014, he has a minimum of 10 years of Pension Credit; and

(vi) He is not subject to the Default Schedule, as described in Section 1.31.

(b) For all purposes under subsection (a), Pension Credit shall not include any Pension Credit earned in an Account subject to the Default Schedule except as provided in Section 1.31(c)(1).

Section 4.20—AMOUNT OF THE SPECIAL AGE AND SERVICE PENSION (PLAN CC)

(a) Subject to the same rules as are applicable to a Normal Plan A Pension under Section 4.02, as modified by Sections 4.25 and 4.28, the Special Age and Service Pension shall be equal to the Benefit Level provided by the Contribution Rate designated for such Pension, in accordance with Appendices 4 and 4A, without reduction on account of the age or Years of Pension Credits of the Participant, except as provided in subsection (b).

part's post-break service, as of the Pension Effective Date.

- (iii) Benefit Amount if Pre-Break Pension Credits Were Not Earned Under a Plan CC Pension. If the Participant would have been entitled only to a Plan A or Plan C Pension based upon service through the date when the Break in Service began, the first portion of the benefit will be equal to the ratio of the pre-break Pension Credits to 25 (or to Total Pension Credits if less than 25 and if the Participant has satisfied the requirements for a Plan C Pension), multiplied by the Benefit Level that would have been provided by Section 4.02 as it was in effect when the Break in Service began, reduced as provided in Section 4.06(b) if the Participant is not entitled to a Plan C Pension. The post-break portion of the benefit will be equal to the ratio of the post-break Pension Credits to the Participant's Total Pension Credits (but not exceeding 25), multiplied by the Pension Benefit Level provided by Section 4.02 with respect to the Participant's post-break service, as of the Pension Effective Date.

Section 4.21—ELIGIBILITY FOR A SUPPLEMENTAL PENSION (PLAN D)

A Participant who is eligible to retire on a Normal Plan A Pension, Plan A Early Retirement Pension, a Plan B Pension, Plan C Pension, Plan CC, or a Plan G Pension shall be entitled to a Supplemental Plan D Pension if he has accumulated more than 25 Years of Pension Credits, including at least 504 Hours of Service in Covered Employment under an agreement which provides for such Supplemental Plan D Pension.

Section 4.22—AMOUNT OF SUPPLEMENTAL PLAN D PENSION

- (a) Subject to the same rules as are applicable to a Normal Plan A Pension under Section 4.02, as modified by Sections 4.25 and 4.28, the Supplemental Plan D Pension shall be equal to 1%, 2%, 3%, or 4% (depending on the Contribution Rate fixed in Appendices 4 and 4A) for each Year of Pension Credit in excess of 25 years, of the Plan D Benefit Level except in the event the Pensioner retires under a Plan A Early Retirement Pension, in which case the Plan D Pension shall be further multiplied by a fraction of which the numerator is the Plan A Early Retirement Pension and the denominator is the Plan A Final Benefit Level, and further subject to the rules in subsection (b).
- (b) If the Participant returned to Covered Employment after January 1, 2013, and cured a Break in Service (as defined by Section 5.08(b)(i) and (iii)), the amount of the Plan D benefit will be determined as follows:
 - (i) If the net Plan D Benefit Level and the Plan D percentage (D-1, D-2, D-3, or D-4) (Plan D Benefit Level multiplied by Plan D percentage) applicable after the Break in Service is lower than the net

Plan D Benefit Level and the Plan D percentage applicable before the Break in Service, the Plan D benefit will be the greater of (A) all Pension Credits in excess of 25 multiplied by the post-break Plan D Benefit Level and the post-break percentage, or (B) the Pension Credits in excess of 25 earned before the Break in Service multiplied by the pre-break Plan D Benefit Level and the pre-break percentage.

- (ii) If the net Plan D Benefit Level and the Plan D percentage (D-1, D-2, D-3, or D-4) (Plan D Benefit Level multiplied by Plan D percentage) applicable after the Break in Service is higher than the net Plan D Benefit Level and the Plan D percentage applicable before the Break in Service, the Plan D Supplemental benefit equals the sum of: (A) Pension Credits in excess of 25 earned before the Break in Service, multiplied by the pre-break Plan D Benefit Level and the pre-break Plan D percentage, plus (B) Pension Credits in excess of 25 earned after the Break in Service, multiplied by the post-break Plan D Benefit Level and the post-break Plan D percentage.

Section 4.23—ELIGIBILITY FOR THE AGE AND SERVICE = 80 PENSION (PLAN G)

- (a) A Participant shall be entitled to retire on or after January 1, 1981 on an Age and Service = 80 Pension (Plan G) if
 - (i) The sum of his years of age and Years of Pension Credits total at least 80;
 - (ii) He has accumulated at least 504 Hours of Service in Covered Employment under an agreement which provides for a Plan G Pension;
 - (iii) If his Pension Effective Date is on or after January 1, 2014, or if he is a Working Pensioner who has not previously met the eligibility requirements of this subsection as of January 1, 2014, he has at least 15 years of Pension Credit;
 - (iv) If he commenced participation on or after December 3, 1998, and he has a Pension Effective Date before January 1, 2014, he must have a minimum of 10 years of Pension Credit; and
 - (v) He is not subject to the Default Schedule, as described in Section 1.31.
- (b) For all purposes under subsection (a), Pension Credit shall not include any Pension Credit earned in an Account subject to the Default Schedule except as provided in Section 1.31(e)(1), and shall not include any periods of service after the Participant's last service under an agreement described in subsection (a)(ii).
- (c) A Participant who first satisfies the requirements of subsection (a) on or after May 1, 2012, must also satisfy one of the following requirements:
 - (i) The Participant must satisfy all of the eligibility requirements of subsection (a) while in Covered Em-

ployment or in a period treated as Covered Employment under Section 5.05; or

- (ii) If the Participant's last work in Covered Employment ceased as a result of a plant closing or permanent reduction in force, the Participant must satisfy all of the eligibility requirements of subsection (a) on or before the 90th day after the date of the plant closing or permanent reduction in force.

If the sum of a Participant's age and years of Pension Credits first reaches 80 at a time that is not described in either subsection (i) or (ii), the Participant may qualify for the Plan G pension by returning to Covered Employment and accumulating at least 504 Hours of Service in Covered Employment under an agreement which provides for a Plan G pension, provided that, if the Participant had a One-Year Break in Service, as defined in Section 5.08(b), following his most recent period of Covered Employment or period treated as Covered Employment under Section 5.05, the Participant must return to Covered Employment and accumulate 2,000 Hours of Service in Covered Employment under an agreement which provides for a Plan G pension.

Section 4.24—AMOUNT OF THE AGE AND SERVICE = 80 PENSION (PLAN G)

- (a) Subject to the same rules as are applicable to a Normal Plan A Pension under Section 4.02, as modified by Sections 4.25 and 4.28, the Age and Service = 80 Pension shall be equal to the Benefit Level provided by the Contribution Rate designated for such Pension, in accordance with Appendices 4 and 4A, without reduction on account of the age or years of Pension Credits of the Participant, except as provided in subsection (b).
- (b) If the Participant returned to Covered Employment after January 1, 2013, and cured a Break in Service (as defined by Section 5.08(b)(i) and (iii)), the benefit will be determined as follows:
 - (i) General Rules that Apply in All Cases.
 - (A) The benefit will be at least equal to the amount he would have been entitled to receive at the beginning of the Break in Service under Sections 4.02 and 4.23 as they were in effect at that time.
 - (B) If the Pension Benefit Level that applies to the post-break service is lower than the Pension Benefit Level that applies to the pre-break service, the Participant's benefit will be the greater of: (1) the amount he would have been entitled to receive at the beginning of the Break in Service under Sections 4.02 and 4.23 as they were in effect at that time, based on Pension Credits accrued before the Break in Service, or (2) the amount he would be entitled to receive based on all of his Pension Credits and the Pension Benefit Level determined pursuant to Sections 4.02 and 4.23 as

they are in effect at the Pension Effective Date.

- (C) If the Participant has more than 25 years of Pension Credits, the calculation will be based only on the 25 Pension Credits that will yield the highest benefit amount.
 - (D) A Participant may elect to disregard any Pension Credits that are not needed to satisfy the requirements of Section 4.23, to the extent that use of those Pension Credits in the calculation of the benefit would produce a lower amount of benefit. If the Participant makes this election, the phrase "Total Pension Credits" in this section will not include the disregarded credits.
- (ii) Benefit Amount if Pre-Break Pension Credits Were Earned under a Plan G Pension. If the Pension Benefit Level that applies to the post-break service is higher than the Pension Benefit Level that applies to the pre-break service, and if the pre-break Pension Credits that are needed for eligibility are credited under an agreement that obligated the Employer to make contributions for an Age and Service Pension in accordance with Appendices 4 or 4A, the amount of the benefit will be calculated as the sum of the following: (A) the ratio of the pre-break Pension Credits to the Participant's Total Pension Credits, multiplied by the Pension Benefit Level that would have been provided by Section 4.02 as it was in effect when the Break in Service began; plus (B) the ratio of the post-break Pension Credits to the Participant's Total Pension Credits, multiplied by the Pension Benefit Level provided by Section 4.02 with respect to the Participant's post-break service, as of the Pension Effective Date.
 - (iii) Benefit Amount if Pre-Break Pension Credits Were Not Earned Under a Plan G Pension. If the Participant would have been entitled only to a Plan A Pension or Plan C Pension based upon service through the date when the Break in Service began. The first portion of the benefit will be equal to the ratio of the pre-break Pension Credits to 25 (or to Total Pension Credits if less than 25 and if the Participant has satisfied the requirements for a Plan C Pension), multiplied by the Benefit Level that would have been provided by Section 4.02 as it was in effect when the Break in Service began, then reduced as provided in Section 4.06(b) if the Participant is not entitled to a Plan C Pension. The post-break portion of the benefit will be equal to the ratio of the postbreak Pension Credits to the Participant's Total Pension Credits (but not exceeding 25), multiplied by the Pension Benefit Level provided by Section 4.02 with respect to the Participant's post-break service, as of the Pension Effective Date.

Section 4.25—MISCELLANEOUS PROVISIONS WITH RESPECT TO PLAN B DEFERRED PENSIONS, AGE AND SERVICE = 90 (PLAN C) PENSIONS, SPECIAL AGE AND SERVICE (PLAN CC) PENSIONS, SUPPLEMENTAL PENSIONS (PLAN D) AND AGE AND SERVICE = 80 (PLAN G) PENSIONS

- (a) Plan B, Plan C, Plan CC, Plan D and Plan G coverage may be provided only if Plan A Pensions are also provided. The Benefit Level for Plan D Pensions shall be equal to the Benefit Level for Plan A Pensions. The Benefit Level for Plan C Pensions shall not exceed the Benefit Level for Plan A Pensions. If Plan CC Pensions are provided, Plan C Pensions must also be provided and Plan C and Plan CC Pensions must be at the same Benefit Level. If Plan G Pensions are provided, Plan C Pensions must also be provided and the Plan C Pensions and the Plan G Pensions must be the same Benefit Level as of the last day of the first Collective Bargaining Agreement providing for contributions to Plan G. The Plan G Benefit Level provided by contributions under a Collective Bargaining Agreement prior to the last day of such agreement can be any amount, not in excess of the Plan C Benefit Level for which contributions are made in accordance with Appendices 4 or 4A.
- (b) Except as provided in Section 4.02(h) and (i), a Participant who has accumulated at least 504 Hours of Service in Covered Employment during the Contribution Period at a contribution rate specified in Appendices 4 or 4A and who thereafter is employed by another Contributing Employer who either does not participate for purposes of Plan B, Plan C, Plan CC, Plan D or Plan G Pensions or who provides such Plan B, Plan C, Plan CC, Plan D or Plan G Pensions at a lower Benefit Level than that provided by his former Employer, shall be credited with the highest Benefit Level provided by his former Employer in the event he retires within 2 years after he commenced working for the new Contributing Employer, or in the event that he satisfies the age and service requirements for a Plan C, Plan D, or Plan G Pension while in Covered Employment based solely on Pension Credits that he had earned as of the end of his employment by the former Employer. Except as provided in Section 4.22(b), both the eligibility for and the Benefit Level of a Plan D Pension will be dependent on the eligibility requirement and Benefit Level of the Plan A, Plan C, Plan CC, or Plan G Pension that was provided in the same agreement that provided the Plan D Pension. In no case, however, except as provided in Section 4.02(h)(ii) and (i)(i) or in the case of a Participant who is subject to the Default Schedule, shall a Participant who would have a vested right to such Plan B, Plan C, Plan CC, Plan D, or Plan G Pension ever have his benefit reduced below the vested amount had he not subsequently been covered at a lower Benefit Level.

Section 4.26—BENEFIT LEVELS AND CONTRIBUTION RATES

- (a) Effective January 1, 2003, the maximum benefit level that can be negotiated for any Collective Bargaining Agree-

ment is \$2,000, except as provided in Section 1.21(c). Prior benefit level maximums are available at the Fund Office. No Benefit Level increases are permitted for Accounts that are subject to the Default Schedule, as described in Section 1.31(a).

- (b) Contribution Rates for Collective Bargaining Agreements effective on or after July 1, 1991 but ratified before January 1, 2013, are listed in Appendix 4 of the Rules and Regulations. The rates in Appendix 4 will also apply as follows:
 - (i) To a Contributing Employer (determined, for this purpose, on a controlled-group basis pursuant to Section 4001(b) of the Act) who enters the Fund in a new Account and agrees to make contributions to the Pension Fund in the first Collective Bargaining Agreement negotiated for that facility, but only up to the highest benefit level at which that Contributing Employer participates in any other Account at the rates in Appendix 4;
 - (ii) To an Employer (determined, for this purpose, on a controlled-group basis pursuant to Section 4001(b) of the Act) whose first Collective Bargaining Agreement is ratified on or after January 1, 2013, and whose first Contribution Date occurs before the date on which the Pension Benefit Guaranty Corporation approves the New Pool of withdrawal liability as described in Section VI.C.6 of the Rehabilitation Plan, but only up to the highest benefit level provided in the initial Collective Bargaining Agreement for that Account; and
 - (iii) To an Employer that purchases a facility that is then covered by a Collective Bargaining Agreement and agrees to make contributions to the Pension Fund in the first Collective Bargaining Agreement negotiated for that facility, but only up to the highest Benefit Level provided in that Collective Bargaining Agreement.
- (c) Appendix 4A lists the additional Contribution Rates that will be required for Benefit Level increases ratified in existing Accounts on or after January 1, 2013, and for benefit levels that exceed the maximum benefit levels described in subsection (b)(i), (ii), and (iii).
- (d) The Contribution Rates listed in Appendix 4A will also be required for any Employer (determined, for this purpose, on a controlled-group basis pursuant to Section 4001(b) of the Act) whose first Contribution Date occurs on or after the date on which the Pension Benefit Guaranty Corporation approves the New Pool of withdrawal liability as described in Section VI.C.6 of the Rehabilitation Plan. All rates listed in Appendix 4 and in Appendix 4A are based on a 40 hour work week. These rates will be adjusted proportionally for other regular work schedules. No surcharges required under Section 305(e)(7) of the Act, and no Contribution Rate increases required under the Preferred Schedule or the Default Schedule, will result in any increase in the Benefit Level for Participants.

Section 4.27—AMOUNT OF DELAYED RETIREMENT PENSION

(a) If the Effective Date of a Pension is after a Participant's Normal Retirement Age, the monthly benefit will be the Accrued Benefit at Normal Retirement Age, actuarially increased for each complete calendar month between Normal Retirement Age and the Effective Date and then converted as of the Effective Date to the benefit payment form elected in the pension application or to the Joint and Survivor Pension if no other form is elected.

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

(c) The actuarial increase for delayed retirement shall be 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter.

(d) The actuarial increase under this Section 4.27 shall not apply for any month in which the Participant returns to Covered Employment after Normal Retirement Age and his or her benefits are suspended under Section 8.06.

Section 4.28—NON-DUPLICATION OF PENSIONS

A person shall be entitled to only one pension under this Pension Plan except:

- (a) where a person is eligible for a Plan D Supplemental Pension.
- (b) where a person is covered at a Plan A Benefit Level in excess of his Plan C or Plan G Benefit Level he may receive a Plan A benefit based on the excess Benefit Level if he is eligible for a Plan A and a Plan C and/or a Plan G Pension.
- (c) where a person is covered at a Plan C Benefit Level in excess of his Plan G Benefit Level he may receive a Plan C benefit based on the excess Benefit Level if he is eligible for a Plan C and a Plan G Pension.
- (d) where a person is eligible for a Plan A Supplemental Pension.
- (e) as provided in Section 5.11.

Section 4.29—SPECIAL PENSION PAYMENT IN DECEMBER 1996

In December 1996 a one-time payment shall be made to each Pensioner whose Pension Effective Date was before December 31, 1995, and who is still receiving benefits as of December 1, 1996; and to each beneficiary who is receiving benefits as of December 1, 1996, as the survivor of a Pensioner whose Pension Effective Date was before December 31, 1995. The amount of the one-time payment shall be \$600 to those with a Pension Effective Date prior to December 31, 1979, and \$450 to those with a pension Effective Date between January 1, 1980, and December 31, 1995. Only one bonus amount shall be paid on the account of each Pensioner; if two or more beneficiaries are re-

ceiving benefits as survivors of one Pensioner, each shall receive an equal share of the bonus.

Section 4.30—SPECIAL PENSION PAYMENT IN NOVEMBER 1997

In November, 1997, a one-time payment shall be made to each Pensioner whose Pension Effective Date was before December 31, 1996, and who is still receiving benefits as of November 1, 1997; and to each beneficiary who is receiving benefits as of November 1, 1997, as the survivor of a Pensioner whose Pension Effective Date was before December 31, 1996. The amount of the one-time payment shall be \$700 to those with a Pension Effective Date prior to December 31, 1979, \$600 to those with a Pension Effective Date between January 1, 1980, and December 31, 1981, and \$450 to those with a Pension Effective Date between January 1, 1982, and December 31, 1996. Only one bonus amount shall be paid on the account of each Pensioner; if two or more beneficiaries are receiving benefits as survivors of one Pensioner, each shall receive an equal share of the bonus.

Section 4.31—SPECIAL PENSION PAYMENT IN DECEMBER 1998

In December 1998, a one-time payment shall be made to each Pensioner whose Pension Effective Date was before December 31, 1997, and who is still receiving benefits as of December 1, 1998; and to each beneficiary who is receiving benefits as of December 1998, as the survivor of a Pensioner whose Pension Effective Date was before December 31, 1997. The amount of the one time payment shall be \$700 to those with a Pension Effective Date prior to December 31, 1981, and \$500 to those with a Pension Effective Date between January 1, 1982, and December 31, 1997. Only one bonus amount shall be paid on the account of each Pensioner; if two or more beneficiaries are receiving benefits as survivors of one Pensioner, each shall receive an equal share of the bonus.

Section 4.32—SPECIAL PENSION PAYMENT IN NOVEMBER 1999

In November 1999, a one-time payment shall be made to each Pensioner whose Pension Effective Date was before December 31, 1998, and who is still receiving benefits as of November 1, 1999; and to each beneficiary who is receiving benefits as of November 1, 1999, as the survivor of a Pensioner whose Pension Effective Date was before December 31, 1998. The amount of the one-time payment shall be \$1,500. Only one bonus amount shall be paid on the account of each Pensioner; if two or more Beneficiaries are receiving benefits as survivors of one Pensioner, each shall receive an equal share of the bonus.

Section 4.33—SPECIAL PENSION INCREASE EFFECTIVE JANUARY 1, 1999

A special pension increase of \$50 per month will be paid to each Pensioner and Beneficiary described in this section, in addition to the monthly pension amounts that are otherwise

payable from this Plan. The special increase will be effective on the later of January 1, 1999, or the Pension Effective Date. It will not be included in determining the amount of the Plan A Supplement payable pursuant to Section 4.02(e).

- (a) The full amount of the special pension increase will be payable to each Pensioner, Surviving Spouse and Beneficiary who received a monthly pension check for the month of December 1998 or for any month in calendar year 1999.
- (b) The special increase will also be payable to the Surviving Spouse or Beneficiaries of any Pensioner described in subsection (a), to the extent that monthly benefits are payable following the death of the Pensioner pursuant to the Joint and Survivor Pension, the 36-month guarantee of Section 8.02(b)(iii), or any optional form of benefit elected by the Pensioner. Such Surviving Spouses who become entitled to benefits under the Joint and Survivor Pension, or the 50% Joint and Survivor Pop-Up option will receive \$25, and such Surviving Spouses who become entitled to benefits under the 75% Alternate Joint and Survivor Option or the 75% Joint and Survivor Pop-Up Option will receive \$38 as their special increase.

Section 4.34—SPECIAL PENSION PAYMENT IN NOVEMBER 2000

In November 2000, a one-time payment shall be made to each Pensioner whose Pension Effective Date was before December 31, 1999, and who is still receiving benefits as of November 1, 2000, and to each Beneficiary who is receiving benefits as of November 1, 2000, as the survivor of a Pensioner whose Pension Effective Date was before December 31, 1999. The amount of each one-time payment shall be \$1,500. Only one bonus amount shall be paid on the account of each Pensioner; if two or more Beneficiaries are receiving benefits as survivors of one Pensioner, each shall receive an equal share of the Special Pension Payment.

Section 4.35—SPECIAL PENSION INCREASE EFFECTIVE JANUARY 1, 2000

A special pension increase of \$25 or \$50 per month will be paid to each Pensioner and Beneficiary described in this Section, in addition to the monthly pension amounts that are otherwise payable from this Plan. The special increase will be effective on the later of January 1, 2000, or the Pension Effective Date. It will not be included in determining the amount of the Plan A Supplement payable pursuant to Section 4.02(e).

- (a) The special pension increase will be payable to each Pensioner, Surviving Spouse and Beneficiary who received a monthly pension check for the month of December 1999 or for any month in calendar year 2000.
 - (1) For Pension Effective Dates before December 31, 1979 — \$50 per month increase.
 - (2) For Pension Effective Dates after December 31, 1979 and before December 31, 1999 — \$25 per month increase.

- (3) For Pension Effective Dates after December 31, 1999 and before December 31, 2000 — \$50 per month increase.

- (a) The special increase will also be payable to the Surviving Spouse or Beneficiaries of any Pensioner described in subsection (a), to the extent that benefits are payable following the death of the Pensioner pursuant to the Joint and Survivor Pension, the 36-month guarantee of Section 8.02(b)(iii), or any optional form of benefit elected by the Pensioner. Such Surviving Spouses who become entitled to benefits under the Joint and Survivor Pension or the 50%, Joint and Survivor Pop-Up Option will receive one-half of the amount set forth in paragraph (a), and such Surviving Spouses who become entitled to benefits under the 75% Alternate Joint and Survivor Option or the 75% Joint and Survivor Pop-Up Option will receive 75% of the amount set forth in paragraph (a). All other Surviving Spouses will receive the full amount of the special increase.

Section 4.36—SPECIAL PENSION PAYMENT IN NOVEMBER 2001

In November 2001, a one-time payment shall be made to each Pensioner whose Effective Date was before December 31, 2000, and who is still receiving benefits as of October 1, 2001, and to each Beneficiary who is receiving benefits as of October 1, 2001, as the survivor of a Pensioner whose Effective Date was before December 31, 2000. The amount of each one-time payment shall be \$1,000. Only one bonus amount shall be paid on the account of each Pensioner; if two or more Beneficiaries are receiving benefits as survivors of one Pensioner, each shall receive an equal share of the Special Pension Payment.

Section 4.37—SPECIAL PENSION INCREASE EFFECTIVE JANUARY 1, 2001

A special pension increase of \$50 per month will be paid to each Pensioner and Beneficiary described in this Section, in addition to the monthly pension amounts that are otherwise payable from this Plan. The special increase will be effective on the later of January 1, 2001, or the Pension Effective Date. It will not be included in determining the amount of the Plan A Supplement payable pursuant to Section 4.02(e).

- (a) The special pension increase will be payable to each Pensioner, Surviving Spouse and Beneficiary whose Pension Effective Date is in 2001.
- (b) The special pension increase will also be payable to the Surviving Spouse or Beneficiaries of any Pensioner described in subsection (a), to the extent that benefits are payable following the death of the Pensioner pursuant to the Joint and Survivor Pension, the 36-month guarantee of Section 8.02(b)(iii), or any optional form of benefit elected by the Pensioner. Such Surviving Spouses who become entitled to benefits under the 50% Joint and Survivor Option will receive one-half of the special pension increase, and such Surviving Spouses who become entitled to benefits under the 75% Alternate Joint and Sur-

vivor Option or the 75% Joint and Survivor Pop-Up Option will receive 75% of the special pension increase. All other Surviving Spouses will receive the full amount of the special increase.

tional benefits that become payable to Working Pensioners on or after that date pursuant to Section 8.06(g): after applying all actuarial factors and adjustments, amounts under 50 cents will be rounded down to the next dollar, and amounts of 50 cents or more will be rounded up to the next dollar.

Section 4.38—ROUNDING BENEFIT AMOUNTS

The following rounding rule shall apply to all benefits with a Pension Effective Date on or after January 1, 2013, and all addi-

ARTICLE V. PENSION CREDITS AND YEARS OF VESTING SERVICE

Section 5.01—PENSION CREDITS

(a) For employment during the Contribution Period, prior to January 1, 1976.

For periods during the Contribution Period, prior to January 1976, a Participant shall be credited with Pension Credits in monthly units on the basis of his days of work in Covered Employment during a calendar year on which contributions to the Pension Fund were made in accordance with the following schedule:

<i>Days of Covered Employment in Calendar Year</i>	<i>Months of Pension Credit</i>
Less than 21	0
21 but less than 42	1
42 but less than 63	2
63 but less than 84	3
84 but less than 105	4
105 but less than 125	5
125 but less than 146	6
146 but less than 167	7
167 but less than 188	8
188 but less than 209	9
209 but less than 230	10
230 but less than 250	11
250 or more	12

For purposes of the above schedule, a Day of Covered Employment shall be credited to a Participant for each one-fifth of the weekly Contribution Rate which was contributed on his behalf to the Fund. A Participant shall receive partial credit where contributions were made on a portion of a day's work and such fractional parts shall accrue toward the total days of Covered Employment credited in such a year. In cases where the Contribution Rate is on other than a weekly basis, Pension Credits shall be the equivalent ratio of credits to periods of Covered Employment.

(b) For Employment during the Contribution Period after December 31, 1975. For periods during the Contribution Period after December 31, 1975, a Participant shall be credited with Pension Credits in monthly units on the basis of Hours of Service in Covered Employment during a Calendar Year in accordance with the following schedule:

<i>Hours of Service in Covered Employment</i>	<i>Months of Pension Credit</i>
Less than 375	0
375 but less than 520	3
520 but less than 693	4
693 but less than 750	5
750 but less than 1040	6
1040 but less than 1213	7
1213 but less than 1386	8
1386 but less than 1560	9
1560 but less than 1733	10
1733 but less than 1906	11
1906 or more	12

The foregoing schedule shall also determine if the amount of Pension Credit earned for all Hours of Service in Covered Employment on and after January 1, 2013.

(c) For periods during the Contribution Period through December 31, 2012, a Participant who has a Pension Effective Date of January 1, 1999, or after, shall be credited with Pension Credits in monthly units on the basis of Hours of Service in Covered Employment during a Calendar Year in accordance with the following schedule:

<i>Hours of Service in Covered Employment</i>	<i>Months of Pension Credit</i>
Less than 375	0
375 but less than 520	3
520 but less than 693	4
693 but less than 750	5
750 but less than 875	6
875 but less than 1000	7
1000 but less than 1125	8
1125 but less than 1250	9
1250 but less than 1375	10
1375 but less than 1500	11
1500 or more	12

(d) For Employment before the Contribution Period. A Participant who is qualified to receive Pension Credits for periods before the Contribution Period in accordance with Section 5.03 shall receive one year of Pension Credit for each 135 days of Creditable Employment as defined in Section 5.02 in any Calendar Year except he shall receive one month of Pension Credit for each 21 days of Creditable Employment in the Calendar Year in which the Contribution Period begins.

Section 5.02—CREDITABLE EMPLOYMENT BEFORE THE CONTRIBUTION PERIOD

- (a) Participants Entering the Plan Before August 1, 2004. A Participant whose first Contributing Employer's Contribution Date is before August 1, 2004, and who is qualified to receive Pension Credits for periods before the Contribution Period in accordance with Section 5.03, shall be granted Pension Credit for periods of Creditable Employment which shall be employment with an Employer or a Contributing Employer who, prior to three (3) months after the last month for which the Participant earned Pension Credits during the Contribution Period based on work in Covered Employment, had a Collective Bargaining Agreement with a Local Union (or meets one of the exceptions set forth in Section 5.03), and further provided that such employment was in a job classification covered by the said Collective Bargaining Agreement. In addition to the foregoing, a Participant described in the first sentence of this subsection who was covered by a Collective Bargaining Agreement between a Local Union and a Contributing Employer for at least three years prior to such Contributing Employer's Contribution Date shall receive Pension Credits prior to the Contribution Period for periods of employment with such Contributing Employer in any job classification which was not subject to collective bargaining with a Local Union.
- (b) Service prior to the Contribution Period shall be credited for benefit purposes on the latest of the following dates

for a Participant whose first Contributing Employer's Contribution Date is before August 1, 2004:

- (i) January 1, 1956, or
- (ii) the date on which he has earned at least 504 Hours of Service in Covered Employment during the Contribution Period, or
- (iii) the date the requirements of Section 5.03 are met.

An exception is made in the case where a Contributing Employer terminated his Participants from an existing company pension plan as of the Contribution Date, and any Participants whose previous coverage was so terminated shall be credited their Pension Credit for periods prior to the Contribution Date on the Contribution Date. Such Participants shall likewise be deemed to have two months of Pension Credit during the Contribution Period for purposes of Sections 4.01(c), 4.03(c), 4.05(c), 4.07(d), 4.12, 4.14(b), 4.17, 4.19(ii), 4.21 and 4.23 and for no other purpose.

(c) Participants Entering the Plan on or after August 1, 2004. A Participant whose first Contributing Employer's Contribution Date is on or after August 1, 2004, will receive Pension Credits for periods before the Contribution Date as follows:

(i) If the Participant's first Contributing Employer's Contribution Date occurs during the term of the first collective bargaining agreement between the Employer and a Local Union, the Participant shall receive Pension Credits for periods before the Contribution Date in accordance with the rules stated in Sections 5.02(a) and (b) and Section 5.03, subject to Sections 5.04 and 5.05(c). If either of the following conditions is satisfied:

(A) The Participant was employed by the Contributing Employer on the Contribution Date in a job classification covered by the collective bargaining agreement; or

(B) The Participant was employed by the Contributing Employer prior to the Contribution Date in a job classification covered by the collective bargaining agreement but

- (1) was absent from covered employment on the Contribution Date because of total disability, layoff, or service in the Armed Forces of the United States,
- (2) returned to covered employment before incurring a Break in Service as defined in Section 5.04, and
- (3) the Employer thereafter remits contributions on the Participant's behalf for at least 504 Hours of Service.

(ii) If the Contribution Date of the Participant's first Contributing Employer does not occur during the term of the first collective bargaining agreement between the Contributing Employer and a Local Union, the Participant shall receive Pension Credits for periods before the Contribution Date only in accordance with Section 5.09(a).

(iii) If job classifications are added to an existing Collective Bargaining Agreement between a Contributing Employer and a Local Union after that Contributing Employer's Contribution Date, employees who enter the Plan as a result shall receive Pension Credits for periods before they were added to the Collective Bargaining Agreement only in accordance with Section 5.09(a).

(d) In the case of a Contributing Employer whose Contribution Date is on or after January 1, 2013, all Pension Credit granted to Participants for periods before the Contribution Period pursuant to subsection 5.02(c)(i) will be cancelled if the Employer's obligation to make contributions to the Pension Fund does not continue for at least five full years after the Contribution Date.

Section 5.03—QUALIFICATIONS TO RECEIVE PENSION CREDITS FOR PERIODS BEFORE THE CONTRIBUTION DATE

(a) To qualify for any Pension Credits before the Contribution Period, a Participant must have at least six years of Pension Credits during the Contribution Period, or must have worked in a job classification and at a plant location both of which were covered under a Collective Bargaining Agreement between an Employer and a Local Union, and must have met at least one of the following requirements with respect to such work:

(i) A Participant who has less than two years of Pension Credits during the Contribution Period must have worked at least 135 days in each of the three Calendar Years preceding the beginning of the Contribution Period.

(ii) A Participant who has at least two, but less than four years of Pension Credits during the Contribution Period must have worked at least 135 days in each of any two of the three Calendar Years preceding the beginning of the Contribution Period.

(iii) A Participant who has at least four, but less than six years of Pension Credits during the Contribution Period must have worked at least 135 days in one of the three Calendar Years preceding the beginning of the Contribution Period.

(b) An exception to the requirement in Section 5.03(a)(i), (ii) or (iii) shall be granted to those Participants who prove, on the basis of medical evidence satisfactory to the Trustees, that their failure to work 135 days during one of the required number of Calendar Years preceding the Contribution Period was due to total disability, provided, however, that such Participant had the required 135 days in each of the remaining Calendar Year or Years under the conditions set forth in the above general rule.

(c) An exception to the requirement in Section 5.03(a)(i), (ii) and (iii) may be made by the Trustees in their sole discretion, if they conclude that a Participant's failure to work 135 days in any one required Calendar Year was due to the fact that the plant in which he was employed was out of production temporarily because it was being rebuilt or modernized or for a similar reason not involving a lay-off because of reduction in production due to economic factors, provided, however, that such Participant had

the required 135 days in each of any remaining Calendar Year or Years under the conditions set forth in the general rule.

(d) An exception to the requirement in Section 5.03(a)(i),(ii) and (iii) shall be made if a Contributing Employer and a local Union did not have a Collective Bargaining Agreement in effect during one or more of the three Calendar Years preceding the Contribution Period, in which event, work during said period for such Employer in any job classifications covered by the Collective Bargaining Agreement as of the beginning of the Contribution Period may be counted toward the 135 day requirement in each of any of the three Calendar Years preceding the Contribution Period.

(e) An exception to the requirement in Section 5.03(a)(i),(ii) and (iii) shall be granted to those Participants whose failure to work 135 days during one of the required number of Calendar Years preceding the Contribution Period results from the fact that, after a minimum of 10 years of employment with one Employer in a job classification and at a plant location both of which were within the scope of a Collective Bargaining Agreement between the Employer and a Local Union, such Participant changed to full-time non-Covered Employment with that Employer and then returned to Covered Employment with the same Employer prior to the beginning of the Contribution Period.

(f) A Participant employed by an Employer whose Contribution Date was on or before January 1, 1967, who had prior employment in a job classification with that Employer that was not subject to collective bargaining shall receive Pension Credit for periods before the Contribution Period for the periods of such employment after he has accumulated:

- (i) Six years of Pension Credit during the Contribution Period with the same Employer if he was transferred to Covered Employment on or up to one year prior to the Employer's Contribution Date, or
- (ii) Four years of Pension Credit during the Contribution Period with the same Employer if the transfer to Covered Employment occurred less than two years but more than one year prior to the Employer's Contribution Date, or
- (iii) Two years of Pension Credit during the Contribution Period with the same Employer if the transfer to Covered Employment occurred two years but less than three years prior to the Employer's Contribution Date.

(g) A Participant employed by an Employer whose Contribution Date was on or before January 1, 1967, who was transferred or hereafter is transferred from a collective bargaining unit represented by a Local Union to become a supervisor in the employment of such Employer, or who ceased to be employed or hereafter ceases to be employed by such an Employer in such a unit to become a self-employed person in the Bakery or Confectionery Industry, or an officer of a Local Union, and who returned or returns directly to employment in such collective bargaining unit after ceasing to be such a supervisor, self-employed person or Union officer, as the case may be, shall receive Pension Credit for the period of such prior employment by such Employer within such unit (but not for the period of such absence from the Unit) if he does not otherwise receive such Pen-

sion Credit and subject to the provisions of Sections 5.02 and with respect to such prior employment and any future employment after the return to such unit, and if:

- (i) The period of absence from the unit exceeds four years, and
- (ii) Such Participant shall have accrued or accrues at least six Years of Pension Credits after his return to such unit, and
- (iii) Such Participant during any period of self-employment shall have maintained or maintains attachment to the industry supporting this Fund during the period of absence from the unit.

(h) In a case where a Contributing Employer terminated his Employees from an existing company pension plan as of his Contribution Date, such Employees who qualify for Pension Credits prior to the Contribution Period in accordance with (a) of this Section shall be given Pension Credit prior to the Contribution Period for all periods of employment with the Contributing Employer, regardless of job classification.

Section 5.04—BREAKS IN CREDITABLE EMPLOYMENT BEFORE THE CONTRIBUTION PERIOD

(a) No Pension Credits shall be granted for periods of employment before the Contribution Period which preceded a period of three or more consecutive Calendar Years in which a Participant failed to be employed for at least 135 days in Creditable Employment, as defined in Section 5.02, in at least one of such Calendar Years. However, a period of three through six consecutive Calendar Years in which no Pension Credit before the Contribution Period is earned under the Plan will be excused if the Participant evidenced his intention of remaining in Creditable Employment by maintaining membership in good standing in a Local Union affiliated with the International Union, whose charter gave it national jurisdiction in the Bakery and Confectionery Industry, for at least 48 months of the six consecutive Calendar Year period beginning with the first day of the first Calendar Year for which no Pension Credit before the Contribution Period was earned under the Plan. A period of more than six consecutive Calendar Years in which a Participant did not earn Pension Credits before the Contribution Period will be considered a Break in Service regardless of the status of Union membership or his intention to remain in Covered Employment, and no Pension Credits before the Contribution Period shall be granted which preceded such period of more than six consecutive Calendar Years.

(b) Exceptions to Section 5.04(a) shall be made only if the Participant failed to receive credit for such Calendar Years because of service in the Armed Forces of the United States (provided such Participant is entitled to re-employment rights under existing law and has complied with all the requirements of the law applicable to him) or for periods when the Participant was totally disabled (or for periods during which, in the sole discretion of the Trustees, the lack of Creditable Employment was due to time lost subsequent and resulting from a labor dispute). The Trustees shall be the sole and final judges of total disability within the meaning of this Section.

Section 5.05—CREDIT FOR NON-WORKING PERIODS

(a) This Section recognizes certain periods when a Participant is not actually working in Covered Employment but is to receive credits just as if he were working in Covered Employment. Periods of absence from Covered Employment (except for the purpose of Section 5.03) are to be credited as if they were periods of work in Covered Employment only if such periods of absence were due to the following reasons:

- (i) Service in the Armed Forces of the United States provided such Participant is entitled to reemployment rights under existing law and complies with all the requirements of the law applicable to him;
- (ii) Total disability established on the basis of medical evidence satisfactory to the Trustees for a period of time not to exceed 12 months, except as provided in Section 5.05(g).

The exceptions in (i) and (ii) above shall only apply if a Participant's last employment prior to military service or total disability was with a Contributing Employer.

(b) In order to receive credit for non-working periods, a Participant shall bear the burden of providing satisfactory evidence of the facts that support his entitlement to such credit. A Participant returning to covered employment following service in the Armed Forces of the United States shall receive credit for such service without regard to this requirement to the extent that existing federal law requires. Contributing Employers shall comply with their obligations under existing federal law to provide written notice to the Fund following the re-employment of any Participant who is entitled to such credit under federal law.

(c) The provision of 5.05(a) above, together with the exceptions in (i) and (ii) thereof, shall also apply to years of Pension Credit prior to the Contribution Period for a Participant who qualifies for years of Pension Credit prior to the Contribution Period, as provided in Section 5.03(a) and provided that his last employment prior to military service or total disability was in employment for which years of Pension Credit prior to the Contribution Period would otherwise be granted. In addition, such Participant shall be credited for years of Pension Credit prior to the Contribution Period during which his lack of Creditable Employment was caused by a cessation of work due to a labor dispute.

(d) Whenever a month of service is credited under this Section, any Hours of Service in Covered Employment in that month shall not otherwise be counted toward years of Pension Credits in that Calendar Year.

(e) If a Participant becomes disabled or dies on or after January 1, 2007, while performing qualified military service, as defined in section 414(u)(5) of the Internal Revenue Code, the Participant or his eligible survivors will be entitled to any additional benefits that would be provided under the Plan if the Participant had resumed Covered Employment in accordance with his reemployment rights under federal law on the day before the disability or death and then terminated Covered Employment on the actual date of such disability or death. In any such case, the Participant will receive Pension Credits under Section 5.01(c) and Vesting Service under Section 5.07 for the period of qualified military service.

(f) A Participant who receives a pension while working in Covered Employment will receive credit for a period of total

disability pursuant to Section 5.05(a)(ii) only if the actuarial value of the benefit that would accrue to the Participant based upon Covered Employment after his Normal Retirement Age, including the period of disability credit, exceeds the actuarial value of the benefit payments the Participant received during Covered Employment after Normal Retirement Age. This calculation will be made in accordance with Code section 411(b)(1)(H) and regulations thereunder, based upon the actuarial factors described in Section 8.20(d)(ii).

(g) On or after January 1, 2014, Pension Credit for periods of total disability described in subsection (a)(ii) will not be awarded to a Participant in excess of a cumulative lifetime total of 48 months of such credit, but no Pension Credit that was applied for and awarded to a Participant before January 1, 2014, will be affected. This limit will take effect for any Participant who is subject to the Default Schedule as of the earlier of January 1, 2014 or the date described in Section 1.31(b). In the event that a Participant is entitled to a cumulative total of more than 48 months of Pension Credit under applicable Department of Labor regulations, the Participant will receive the credit required by those regulations in lieu of credit under subsection (a)(ii).

Section 5.06—ALTERNATIVE BASIS FOR CALCULATION OF YEARS OF PENSION CREDITS FOR MINIMUM PENSION

In any case where an applicant for pension benefits is ineligible by application of the foregoing Sections but was employed in Covered Employment in each of 15 Calendar Years and has accumulated at least 14 years of Pension Credits, there shall be a recalculation of his years of Pension Credit, solely for the purpose of determining eligibility for a pension pursuant to Sections 4.03, 4.05, 4.07, or 4.14, but not for any other purpose. Years of Pension Credits prior to the Contribution Period shall be recalculated by dividing the total number of days employed in Creditable Service prior to the Contribution Period by 135, the quotient being the years of Pension Credits prior to the Contribution Period. Years of Pension Credits during the Contribution Period prior to January 1, 1976, shall be recalculated by dividing the total number of days in Covered Employment during the Contribution Period by 250, the quotient being the years of Pension Credits during the Contribution Period prior to January 1, 1976. Years of Pension Credits during the Contribution Period after December 31, 1975, shall be recalculated by dividing the total number of Hours of Service in Covered Employment during the Contribution Period by 2,000, the quotient being the years of Pension Credits during the Contribution Period after December 31, 1975. If the years of Pension Credits as thus recalculated and regardless of Calendar Years, equals fifteen (15) or more years, the applicant shall be deemed to have met the requirement for fifteen (15) years of Pension Credits.

Section 5.07—YEARS OF VESTING SERVICE

(a) General Rule:

A Participant shall be credited with one Year of Vesting Service for each Calendar Year during the Contribution Period (including periods before he became a Participant) for which he

had at least 750 Hours of Service in Covered Employment. This rule is subject to the provisions of the following subsections.

(b) Additions:

(1) If a Participant works for a Contributing Employer in a job classification not in Covered Employment and such work immediately precedes or follows his employment with the same Employer in Covered Employment, his Hours of Service in such job classification, for all periods during which the Contributing Employer was obligated to make contributions to the Fund, shall be counted toward a year of Vesting Service.

(2) If a Participant worked under a predecessor plan, as defined in 26 C.F.R. § 1.41 I(a)-5(b)(3)(v)(B), and if on the Contribution Date or the date of termination of the predecessor plan (whichever is later) the Participant's years of service under the predecessor plan were not equaled or exceeded by consecutive one-year Breaks in Service, as defined by subsection 5.08(b), the Participant shall be credited with years of Vesting Service pursuant to subsection 5.07(a) for Hours of Service under the predecessor plan.

(c) Exceptions:

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

- (i) Years preceding a Break in Service as defined in Section 5.08(c) for periods prior to January 1, 1976.
- (ii) Years preceding a One-Year Break in Service as defined in Section 5.05(b), which has not been repaired in accordance with Section 5.08(b)(iii).
- (iii) Years prior to 1976 if the Participant had not attained age 51 and has failed to earn more than 62 days of pension credit in 1975, unless such Participant earns one Year of Vesting Service in any year after 1975 prior to incurring a One Year Break in Service as defined in Section 5.08(b), which has not been repaired in accordance with Section 5.08(b)(iii). This subsection shall not be applicable in any case where any of subsections 5.08(c)(ii), 5.08(c)(iii), or 5.08(c)(iv) are applicable or if during 1975 the Participant is in a period of service covered by subsections 5.08(c)(i).
- (iv) Years before January 1, 1971, unless the Participant earned at least three Years of Vesting Service after December 31, 1970.

Section 5.08—BREAKS IN SERVICE

(a) General Rule:

If a Participant has a One-Year Break in Service subsequent to December 31, 1975, or a Break in Service prior to January 1, 1976, before he has earned Vested Status, it has the effect of cancelling his Participation under this Plan, 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.

(b) One-Year Break in Service after December 31, 1975.

- (i) A Participant or former Participant has a One-Year Break in Service in any Calendar Year after December 31, 1975, in which he fails to complete 375 Hours of Service.

(ii) The following is to be counted as Hours of Service for the purpose of this Section:

- (A) Hours of Service in Covered Employment;
- (B) Hours of Service in Non-Covered Employment with a Contributing Employer as provided under Section 5.07(b);
- (C) Hours of Service for Non-Working Periods as provided in Section 5.05;
- (D) Effective June 1, 1987, solely for the purposes of this Section and the determination of a Break in Service, a Participant who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such Participant but for such absence. However, no more than 375 Hours of Service shall be credited under this paragraph in a single Plan Year. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the Participant's pregnancy, (2) by reason of a birth of a child of the Participant, (3) by reason of placement of a child with the Participant in connection with the adoption of such child by such Participant, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph will be credited in the Plan Year in which the absence begins if the crediting is necessary to reach the 375 hours requirement in that year, or in all other cases, in the following Plan Year.
- (E) Effective August 3, 1993, solely for the purpose of this Section 5.08 and the determination of a Break in Service, a Participant who is absent from work on a leave required to be provided under the federal Family and Medical Leave Act shall receive credit for the Hours of Service which would otherwise have been credited to such Participant but for such leave. No more than 375 Hours of Service shall be credited under this paragraph in a single Plan Year.

(iii) A One-Year Break in Service is repairable, and Participation and previously credited years of Vesting Service and Pension Credits shall be restored if the Employee subsequently earns a year of Vesting Service (750 Hours of Service in any Calendar Year during the Contributions Period) with the following exceptions:

- 1. If the former Participant has consecutive One-Year Breaks in Service, that equal or exceed the number of years of Vesting Service with which he has previously been credited, the former Participant
 - (A) must have had at least 504 Hours of Service in Covered Employment during the Contribution Period prior to his first One-Year Break in Service, and

(B) must subsequently earn 1 year of Pension Credit in order to repair his One-Year Breaks in Service.

2. For Breaks in Service that occur after May 31, 1987 if the former Participant has consecutive One-Year Breaks in Service that exceed five years and that equal or exceed the number of years of Vesting Service with which he has previously been credited, the former Participant:

(A) must have had at least 504 Hours of Service in Covered Employment during the Contribution Period prior to his first One-Year Break in Service, and

(B) must subsequently earn 1 year of Pension Credit in order to repair his One-Year Breaks in Service.

(c) Break in Service prior to 1976 — General Rule

It shall be considered a Break in Service and a Participant's previous Pension Credits shall be cancelled if he fails to earn an aggregate of 24 months of Pension Credits during the Contribution Period within any period of 6 consecutive Calendar Years following the beginning of the Contribution Period.

(i) Exception 1.

A Participant shall be allowed a grace period of up to 2 Calendar Years for which he failed to earn any Pension Credit during the Contribution Period because of total disability. The Trustees shall be the sole and final judges of total disability within the meaning of this Section and of the entitlement to the grace period provided for herein.

(ii) Exception 2.

The general rule outlined in subsection (c) above shall not be applicable and there shall be no cancellation of previous Pension Credits solely because of a Break in Service for Participants subsequent to the attainment of age 55 with 15 or more years of Pension Credits (minimum requirements for Early Retirement). In any case, where this subsection excuses a Break in Service, the pension payable to the Participant shall be based solely on his employment prior to the break, in the application of Section 4.02 even though the Participant may have had further Covered Employment after the said Break in Service.

(iii) Exception 3.

For the purpose of Plan B only, (A) it shall not be considered a Break in Service and a Participant's previous years of Pension Credits shall not be cancelled solely because he leaves Covered Employment after having qualified for a Plan B Pension, and (B) such Participant shall continue to be considered a Participant and his credits shall not be cancelled if, within two years after leaving Covered Employment, he notifies the Fund Office in writing of his desire to receive such Pension effective at some future date. No Pension Credits shall accrue

during any period in which such Employee is not actually in Covered Employment. The Trustees may, for good cause, excuse untimely filing of any notice required under this provision.

(iv) Exception 4.

A Participant whose first application for pension is filed on or after December 1, 1972, shall not be deemed to have had any Break in Service within the meaning of this Section 5.08(c) if (A) he earned at least 3 months of Pension Credit during the Contribution Period prior to leaving Covered Employment, and (B) he accumulated at least 12 months of Pension Credit during the Contribution Period after his return to Covered Employment. This exception, however, shall not apply to late entry situations covered by Section 5.09. In addition, no years of Pension Credit shall accrue during any period in which such Employee is not actually in Covered Employment.

Section 5.09—CALCULATION OF YEARS OF PENSION CREDITS WHERE PARTICIPANT FIRST ENTERS COVERED EMPLOYMENT AFTER THE CONTRIBUTION DATE OF THE CONTRIBUTING EMPLOYERS

(a) Notwithstanding the provisions of Section 5.08, in any case where an Employee first enters Covered Employment after June 1, 1971, and after the Contribution Date of his first Contributing Employer, years of Pension Credit for service prior to the Contribution Period shall be calculated in accordance with the rule set forth in Sections 5.03 and 5.04 and shall be limited to the lesser of (i) or (ii) below:

(i) The number of Years of Pension Credit during the Contribution Period; or

(ii) 7½ years.

Provided, however, that the limitations set forth in (a)(i) and (a)(ii) above shall not apply to Participants with pension Effective Dates of January 1, 1999 and after if the Participant accumulates 15 years of Pension Credit during the Contribution Period after the first entrance into Covered Employment.

(b) In any case where an Employee first enters Covered Employment on or before June 1, 1971, and after the Contribution Date of his first Contributing Employer, and such Employee would otherwise incur a Break in Service under the provisions of Article III, Section 5 of the Plan in effect prior to June 1, 1976, the following rules shall apply in determining years of Pension Credit. Credit for service prior to such first entrance shall be calculated in accordance with the rule set forth in Sections 5.03 and 5.04 as if such service were years of Pension Credit prior to the Contribution Date and shall be limited to the lesser of (i) or (ii) below:

(i) The number of Years of Pension Credit during the Contribution Period; or

(ii) 7½ years.

Provided, however, that the limitations set forth in (b)(i) and (b)(ii) above shall not apply if the Participant accumulates 15 years of Pension Credit during the Contribution Period after the first entrance into Covered Employment.

Section 5.10—GENERAL RULES APPLICABLE TO PARTICIPANTS WHO WERE FORMER PARTICIPANTS IN THE PENSION PLAN OF CAKE BAKERS UNION WELFARE FUND

Notwithstanding anything herein to the contrary, with respect to those participants who were participants in the Pension Plan of the Cake Bakers Union Welfare Fund on January 3, 1992, the Effective Date of the merger of the Pension Plan of the Cake Bakers Union Welfare Fund into the International Pension Fund (“Effective Date”), the following rules shall apply:

- (a) For periods before the Effective Date, those years of participation credited to a participant in the Pension Plan of Cake Bakers Union Welfare Fund, solely for purposes of pension benefit accruals, shall be credited towards years of Pension Credits under this Article V.
- (b) For periods before the Effective Date, those years of vesting service credited to a participant in the Pension Plan of Cake Bakers Union Welfare Fund, solely for purposes of determining an employee’s nonforfeitable right to a benefit, shall be credited towards years of Vesting Service under this Article V.
- (c) For periods before the Effective Date, solely for purposes of determining an employee’s eligibility to participate in the International Pension Fund, participation in the Cake Bakers Union Welfare Fund shall be credited towards Hours of Service under Section 3.01 of the Rules and Regulations of the International Fund.
- (d) For periods beginning on or after the Effective Date, years of Pension Credit, years of Vesting Service and Hours of Service for purposes of determining eligibility to participate shall be determined according to the Rules and Regulations of the International Pension Fund.
- (e) For all other purposes, the participants in the International Fund who were participants in the Cake Bakers Union Welfare Fund on the Effective Date of the merger shall be entitled to receive service credit for their participation in the Cake Bakers Union Welfare Fund in a manner consistent with the service credit that Participants in the International Pension Fund who are not former participants in the Cake Bakers Union Welfare Fund are entitled to receive under applicable law.
- (f) The benefits payable under Section 4.1(c) of the Merger Agreement shall be subject to the limitations set forth in Sections 8.14 and 8.15 of the Plan; provided, however that, solely for purposes of determining the length of period for which the contributing employer has contributed to the International Pension Fund pursuant to Section 8.14 and 8.15, the period which a contributing employer contributed to the Cake Bakers Union Welfare Fund with respect to benefits transferred to the International Pension Fund by virtue of the merger shall be credited towards determining the length of period for which the contributing employer has contributed under the International Pension Fund.
- (g) In accordance with section 4231(b)(2) of ERISA, no Participant’s or Beneficiary’s accrued benefit (as such term is defined under section 411 of the Internal Revenue Code

of 1986, as amended and the regulations thereunder) shall be lower immediately after the Effective Date of the merger than the participant’s or beneficiary’s accrued benefit immediately before the merger.

Section 5.11—GENERAL RULES APPLICABLE TO PERSONS WHO HAD SERVICE CREDITED IN THE LOCAL 102 FUND, THE LOCAL 102/452 FUND, OR THE AFGM PLAN

With respect to any person who had service credited in any of the plans named in Section 5.11(a) (individually, a “Merged Plan” and, collectively, the “Merged Plans”) before the Effective Date specified below, the Rules and Regulations of the International Pension Fund shall apply as modified by this Section 5.11.

- (a) The following plans were merged into the International Pension Fund, effective as of the end of the day on December 31, 2007 (“Effective Date”):
 - (i) The Bakery, Confectionery, Tobacco Workers & Grain Millers Local 102 Pension Fund (“Local 102 Fund”);
 - (ii) The Candy & Confectionery Workers’ Local 102/452 Pension Fund and Plan (“Local 102/452 Fund”); and
 - (iii) The American Federation of Grain Millers Industry Wide Employees Pension Plan (“AFGM Plan”).
- (b) Solely for purposes of this Section 5.11, each of the following terms shall have the meaning specified below for such term:
 - (i) The term “Grandfathered Accrued Benefit” shall mean, with respect to a person who was a participant in any of the Merged Plans, a benefit payable under the International Pension Fund the amount of which is equal to the benefit to which such person was entitled under such Merged Plan immediately before the Effective Date and shall include, with respect to any person who was a participant in the AFGM Plan immediately before the Effective Date, the right to receive the Grandfathered Accrued Benefit in the form of a sixty (60) month term certain and life annuity, as provided in Section 3 of Article VII of the AFGM Plan as in effect immediately before the Effective Date.
 - (ii) The term “Beneficiary” shall include any person named as an alternate payee in an order that has been determined by the appropriate plan administrator of a Merged Plan to be a Qualified Domestic Relations Order, any spouse or surviving spouse of a participant, and any other persons recognized as a beneficiary under the terms of a Merged Plan.
- (c) Each person who was a participant or a Beneficiary under any of the Merged Plans immediately before the Effective Date shall have that same status under the International Pension Fund as of the Effective Date; and each other person with credited service under any of the Merged Plans immediately before the Effective Date shall have the same rights under the International Pension Fund, as of the Effective Date, with respect to establishing or re-establish-

ing participation under such Merged Plan, as he or she had under such Merged Plan immediately before the Effective Date.

- (d) Notwithstanding the exclusions described in Section 1.09 with respect to the definition of "Employee," for self-employed persons, officers, partners, owners, and persons who exercise management authority for a Contributing Employer, any person who immediately before the Effective Date was a participant for whom contributions were being made under any of the Merged Plans may continue to be a Participant under the International Pension Fund on or after the Effective Date.
- (e) Except as specified in subsection (f) of this Section 5.11, the following rules shall apply on and after the Effective Date with respect to crediting service earned under the Merged Plans before the Effective Date for purposes of vesting and eligibility to participate in the International Pension Fund on and after the Effective Date: provided, however, that no person shall receive duplicate credit with respect to any period of time for any purpose under the International Pension Fund as a result of this subsection (e):
 - (i) those years of service credited as of the Effective Date to a person under a Merged Plan for purposes of vesting shall be credited towards years of Vesting Service under this Article V for the purpose of determining that person's nonforfeitable right to a benefit; and
 - (ii) those hours or years of service credited as of the Effective Date to a person under a Merged Plan shall be credited towards Hours of Service under Section 3.01 of the Rules and Regulations of the International Pension Fund for the purpose of determining that person's eligibility to participate in the International Pension Fund.
- (f) For the purpose of determining whether service earned by a person under a Merged Plan before the Effective Date shall be credited, lost, or restored to such person after a Break in Service, the rules of the Merged Plan shall apply, and the Rules and Regulations of the International Pension Fund, including Section 5.08, shall not apply, except that the Rules and Regulations of the International Pension Fund pertaining to the crediting, loss, or restoration of service after a Break in Service, including Section 5.08, shall apply to service earned by a person under a Merged Plan before the Effective Date only if:
 - (i) the service was not permanently lost or cancelled under the terms of the Merged Plan prior to the Effective Date; and
 - (ii) the person had incurred fewer than five (5) consecutive one-year break(s) in service under the rules of the Merged Plan immediately before the Effective Date; and
 - (ii) the person either (A) earns at least one year of Vesting Service in the International Pension Fund after the Effective Date before incurring five (5) consecutive one-year breaks in service under the rules of the Merged Plan, or (B) has Vesting Service in the International Pension Fund that, when added to the vesting service that was credited to him or her under the Merged Plan immediately before the Effective Date (without applying any of the Rules and Regulations of the International Pension Fund pertaining to the crediting, loss, or restoration of service after a Break in Service), equal five (5) or more years of Vesting Credit; provided, however, that no person shall receive duplicate credit with respect to any period of time for any purpose under the International Pension Fund as a result of this paragraph (iii).
- (g) Each person who was entitled, immediately before the Effective Date, to receive a Two Thousand Dollar (\$2,000.00) lump-sum ancillary death benefit pursuant to the terms of the Local 102/452 Plan as then in effect shall be entitled, under the Plan on and after the Effective Date, to receive that amount under the same terms and conditions that were applicable thereto under the Local 102/452 Plan.
- (h) For periods before the Effective Date, the following rules regarding the crediting of service for purposes of pension benefit accrual shall apply to any person who was credited with service in a Merged Plan as of the Effective Date and who is credited with at least one Hour of Service after the Effective Date: provided, however, that no person shall receive duplicate credit with respect to any period of time for any purpose under the Plan as a result of this subsection (h), and no person shall become entitled as result of credit earned under a Merged Plan to a Plan A Supplement under Section 4.02(e) or 4.02(f) of the Rules and Regulations of the International Pension Fund:
 - (i) those years of service credited as of the Effective Date to a person under either the Local 102 Fund or the Local 102/452 Fund for purposes of pension benefit accrual shall be credited towards years of Pension Credits under this Article V for the purpose of determining that person's pension benefit accruals:
 - (ii) those years of service credited as of the Effective Date to a person for purposes of pension benefit accrual under the AFGM Plan shall be credited towards years of Pension Credits under the International Pension Fund solely for the purpose of determining that person's eligibility for an Age and Service = 90 Pension (Plan C) under Section 4.17, eligibility for the Special Age and Service Pension (Plan CC) under Section 4.19, and eligibility for an Age and Service 80 Pension (Plan G) under Section 4.23, but not for the purpose of determining the amount of any such Age and Service Pensions; nor shall such service otherwise be treated as years of Pension Credits under this Article V or considered for purposes of pension benefit accrual.
- (i) For periods beginning on and after the Effective Date, years of Pension Credit, years of Vesting Service, and Hours of Service for purposes of determining eligibility to

participate, pension benefit accrual, and the associated contribution requirements shall be determined according to the Rules and Regulations of the International Pension Fund; provided, however, that, in order to reduce the disparity in funding status between the AFGM Plan and the International Pension Fund as of the Effective Date, for a period of fifteen (15) years following the Effective Date, the International Pension Fund shall require each employer that was a contributing employer under the AFGM Plan as of September 30, 2007, to contribute to the International Pension Fund an additional amount, over and above any contribution requirements otherwise applicable to such employer under Appendices 4 or 4A of the Rules and Regulations of the International Pension Fund, as specified in Section 2.5(c) of the merger agreement dated December 26, 2007, between the AFGM Plan and the International Pension Fund.

(j) The following rules regarding accrued benefits shall apply:

- (i) Each person who becomes a Participant in the Plan as a result of the merger of a Merged Plan into the International Pension Fund and who is not credited with any service earned under the Plan on or after the Effective Date shall have an accrued benefit, as of the Effective Date, equal to the Grandfathered Accrued Benefit under the Plan.
- (ii) Each person who becomes a Participant in the Plan as result of the merger of the Local 102 Fund or the Local 102/452 Fund into the International Pension Fund and who is credited with at least one Hour of Service earned under the Plan on or after the Effective Date shall be entitled to a benefit under the Plan the amount of which is the greater of (A) the Participant's Grandfathered Accrued Benefit, or (B) the benefit to which the Participant is entitled under the Plan, taking into account the service credited to such Participant under paragraphs (e) and (h) of this Section 5.11; provided, however, that each person who, immediately before the Effective Date, had service credit under both the Local 102 Fund or the Local 102/452 Fund and the Plan and who is credited with at least one Hour of Service earned under the Plan on or after the Effective Date, shall receive no less than the sum of (A) the Participant's Grandfathered Accrued Benefit and (B) the benefit to which the Participant is entitled under the Plan based on service credited to such Participant under the Plan immediately before the Effective Date.
- (iii) Each person who, immediately before the Effective Date, had service credit under both:
 - (A) the Local 102 Fund or the Local 102/452 Fund; and

(B) the International Pension Fund,

and who is not credited with any service under the International Pension Fund on or after the Effective Date, shall be entitled, as of the Effective Date, to receive a benefit under the International Pension Fund the amount of which is the sum of the amount of the Participant's Grandfathered Accrued Benefit, plus the amount of the benefit to which the Participant is entitled under the Rules and Regulations of the International Pension Fund based on service credited to such Participant under the International Pension Fund immediately before the Effective Date.

(iv) Each person who becomes a Participant in the International Pension Fund as a result of the merger of the AFGM Plan into the International Pension Fund and who is credited with at least one Hour of Service under the Plan on or after the Effective Date shall be entitled to a benefit under the Plan the amount of which is the sum of (A) the Participant's Grandfathered Accrued Benefit, plus (B) the benefit to which the Participant is entitled under the International Pension Fund, taking into account the service credited to such Participant pursuant to subsections (e) and (h) of this Section 5.11.

(v) The Grandfathered Accrued Benefit of each participant who becomes a Participant in the Plan as a result of the merger of a Merged Plan into the International Pension Fund shall be protected on and after the Effective Date to the extent required by law.

(k) The benefits payable under the International Pension Fund as a result of the mergers of the Merged Plans into the International Pension Fund shall be subject to the limitations set forth in Sections 8.14 and 8.15 of the Rules and Regulations of the International Pension Fund; provided, however, that, solely for purposes of determining the length of time for which a Contributing Employer has contributed to the International Pension Fund pursuant to Sections 8.14 and 8.15, the continuous period ending on the Effective Date for which a Contributing Employer contributed to the Local 102 Fund, the Local 102/452 Fund, and/or the AFGM Plan shall be credited under the International Pension Fund towards determining the length of time for which the Contributing Employer has contributed to the International Pension Fund.

(l) In accordance with section 4231(b)(2) of ERISA, no participant's or beneficiary's accrued benefit (as such term is defined under section 411 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder) shall be lower immediately after the Effective Date than the amount of such participant's or beneficiary's accrued benefit immediately before the Effective Date.

ARTICLE VI. JOINT AND SURVIVOR PENSION

Section 6.01—GENERAL

The Joint and Survivor Pension is the normal form of pension payable to a Married Participant. It provides a lifetime pension for the Married Participant plus a lifetime pension for the surviving Spouse, starting after the death of the Participant. The monthly amount to be paid to the surviving spouse is one-half the monthly amount paid to the Participant.

For pensions with Pension Effective Dates before January 1, 2000, and on or after January 1, 2014, when a Joint and Survivor Pension is in effect, the monthly amount of the Participant's Pension is reduced in accordance with the provisions of Section 6.05 from the full amount otherwise payable.

For pensions with Pension Effective Dates of between January 1, 2000, and December 31, 2013, there is no reduction for the Joint and Survivor Pension during the Participant's lifetime.

Before Participants make a choice among forms of benefit subject to section 417(e) of the Code, they will be supplied with a notice of the relative value of the optional forms of benefit, as required under section 417(a)(3) of the Code and applicable Treasury regulations.

Section 6.02—EFFECTIVE DATE

Except to the extent expressly provided below, the provisions of this Article do not apply:

- (a) to a pension, the Effective Date of which was before January 1, 1985, or
- (b) if the Participant or former Participant incurred a Break in Service before 1985, unless it was subsequently repaired by a return to Covered Employment in accordance with Section 5.08.

Section 6.03—UPON RETIREMENT

(a) Payment shall be made from the Pension Effective Date in the form of a Joint and Survivor Pension, unless the Participant has filed with the Trustees in writing a timely rejection of that form of pension, along with the required spousal consent.

(b) A Participant may reject, as provided above, the Joint and Survivor Pension (or revoke a previous rejection) at any time before the Pension Effective Date, that is, before the first day of the first month for which a pension is payable to him, except that any election made by December 31, 1976 shall be deemed timely. A Participant shall in any event have the right to exercise this choice up to 90 days after he has been advised by the Trustees of the effect of such choice on his pension. In no event may a Participant reject the Joint and Survivor Pension more than 180 days before the Pension Effective Date. The Pension Effective Date must be at least 30 days after the Participant is provided written information about the choices the Participant and Spouse are entitled to make with respect to the Joint and Survivor Pension and the effect of these choices on the amount of pension. The 30-day period may be shortened to a period of not less than 7 days if the Participant and his or her Spouse consent in writing to the shorter period.

(c) The following special provisions apply to Participants receiving Disability Pensions with Pension Effective Dates between January 1, 2000, and December 31, 2013:

- (i) If the Participant is married on the Effective Date of the Disability Pension, benefits will be paid in the form of a 50% Joint and Survivor Pension notwithstanding the provisions of Section 6.03(a) and (b), unless the Participant elects an Alternate Joint and Survivor Option as described in Section 6.08 or Section 6.09.
- (ii) A Participant who marries while receiving a Disability Pension will be given an opportunity at age 65 to name his or her new Spouse as the person entitled to receive surviving Spouse benefits after the Participant's death, subject to the conditions of Section 6.06(a) (but not 6.06(a)(i)), in the form of a Joint and Survivor Pension described in Section 6.01 or an Alternate Joint and Survivor Option as described in Section 6.08 or Section 6.09.

(d) For Participants receiving Disability Pensions with Effective Dates before January 2000, the form of the benefit will be as follows:

- (i) Until age 65 the form of the benefit is determined by the election that was made under Section 6.03(a) and (b) at the time the Disability Pension began.
- (ii) If the Participant attained age 65 before January 2000, the form of the benefit after age 65 is determined by the election that was made under Section 6.03(a) and (b) when the Participant reached age 65. If the Joint and Survivor Pension was not rejected at that time, the pension from age 65 onward shall be paid in the form of a 50% Joint and Survivor Pension in the amount provided by Section 4.11(d).
- (iii) If the Participant attains age 65 on or after January 1, 2000, and is then married, the benefit shall be paid in the form of a 50% Joint and Survivor Pension in the amount provided by Section 4.11(d) notwithstanding the provisions of Section 6.03(a) and (b), unless the Participant attaining age 65 on or after January 1, 2009, elects an Alternate Joint and Survivor Option as described in Section 6.08 and Section 6.09.

(e) For Participants receiving Disability Pensions with Pension Effective Dates on or after January 1, 2014, benefits will be paid until age 65 in accordance with subsections (a) and (b). Beginning as of the first day of the month that coincides with or follows the 65th birthday, benefits will be paid in the form chosen by the Participant in a new election made in accordance with subsections (a) and (b) within the 180-day period ending on the Participant's 65th birthday. In either or both elections, the Participant may also choose an alternative form of benefit under Sections 6.08 through 6.09.

Section 6.04—DEATH AFTER VESTING BUT BEFORE RETIREMENT

Effective August 23, 1984:

(a) A Participant who:

- (i) has at least one Hour of Service on or after June 1, 1976;
- (ii) has achieved vested status or has separated from service as a vested Participant;
- (iii) has a surviving Spouse as described in Section 6.06 and
- (iv) dies on or after August 23, 1984 but before the effective date of his pension, shall be covered by the Joint and Survivor Pension.

(b) The surviving Spouse may elect the date when the pension will begin, provided that the Pension Effective Date may not be earlier than the month in which the Participant would have attained the earliest retirement age under the Plan nor later than the month following the day that the Participant would have attained Normal Retirement Age or, effective July 1, 2001, the age to which the surviving Spouse defers receipt of the pension, as provided in 6.04(d), if later, except as provided in Section 6.04(d)(iii). If a surviving Spouse dies before the Pension Effective Date, the pension shall be forfeited and no payment shall be made to any other party except to the extent that the 36-month guarantee is payable pursuant to Section 8.01(b)(i).

(c) The amount of the surviving Spouse's pension shall be equal to the pension he or she would have received pursuant to Section 6.05 if:

- (i) in the case of a Participant who dies after attaining the earliest retirement age under the Plan, the Participant had retired with an immediate Joint and Survivor Pension on the day before his or her death, or
- (ii) in the case of a Participant who dies before the earliest retirement age under the Plan, the Participant had (A) separated from service on the date of death, (B) survived to the earliest retirement age, (C) retired with an immediate Joint and Survivor Pension upon attaining the earliest retirement age, and (D) died on the following day.

(d) If the surviving Spouse defers receipt of the pension, the amount will be:

- (i) The amount provided by subsection (c) increased by 0.5555 percent for each month of deferral between the earliest date when the pension could have begun and the Pension Effective Date.
- (ii) Effective July 1, 2001, if the Participant earned at least one hour of pension credit on or after July 1, 2000, and if the Pension Effective Date is on or after the date on which the Participant would have become eligible for either a Plan C pension or a Plan G pension, the amount that the surviving Spouse would have received if the Participant had (A) separated from service on the date of death, (B) survived to the earliest age of eligibility for the Plan C or Plan G pension, (C) retired with an immediate Joint

and Survivor Pension upon attaining that age, and (D) died on the following day.

- (iii) Effective July 1, 2001, if the Participant earned at least one hour of pension credit on or after July 1, 2000, and if the Pension Effective Date is on or after the date on which the Participant would have become eligible for either a Plan C pension or a Plan G pension, the amount that the surviving Spouse would have received if the Participant had (A) separated from service on the date of death, (B) survived to the earliest age of eligibility for the Plan C or Plan G pension, (C) retired with an immediate Joint and Survivor pension upon attaining that age, and (D) died on the following day. This subsection does not apply unless the Participant would have satisfied all of the requirements for a Plan C pension or a Plan G pension on or before April 30, 2012.

(e) If a married Participant who is receiving a Disability Pension dies before reaching age 65, the surviving spouse shall receive benefits under Section 6.04 if:

- (i) the Participant satisfies the conditions stated in Section 6.04(a); and
- (ii) the spouse satisfies the conditions stated in Section 6.06(a) (but not (a)(i)).

If the surviving Spouse was Married to the Participant when the Disability Pension began, and that pension is in the form of a Joint and Survivor Pension, the Spouse shall receive the Joint and Survivor benefit under Section 6.01 and shall not receive a pension under this Section 6.04.

Section 6.05—ADJUSTMENT OF PENSION AMOUNT

When a Joint and Survivor Pension becomes effective, the amount of the Participant's monthly pension shall be reduced in accordance with a formula or formulas adopted by the Trustees, based on the principles of overall actuarial equivalence and equitable adjustment for the cost of such annuities. A formula or formulas adopted by the Trustees may be made applicable by them from year to year, that is, the amount of reduction from the full single-life pension on account of the Joint and Survivor Pension may be fixed in accordance with the adopted formulas for:

- (i) any such Pension Effective Date which falls within the year, and
- (ii) any election (or failure to reject) of such pension exercised by the Participant within the year as his final choice.

However, the formula is not otherwise in any respect to be deemed a vested right of any Participant nor part of his accrued benefit, and is subject to change by the Trustees for pensions commencing later or for elections (or rejections or revocations of either) which the Participant has the option to make later.

The formula or formulas adopted by the Trustees to determine the amount of reduction on account of the Joint and Survivor Pension, from the amount otherwise payable, are listed in Appendix 1 and 1A for Pension Effective Dates between January 1, 2000, and December 31, 2013, and in Appendix 1B for Pension Effective Dates on and after January 1, 2014. Ap-

pendix 1C lists the formulas that determine the amount of reduction for the Joint and Survivor Pension for Participants subject to the Default Schedule, effective as of the date determined by Section 1.31(b). Formulas that applied to pensions with Effective Dates before January 1, 2000 can be obtained from the Fund Office.

Section 6.06—ADDITIONAL CONDITIONS.

(a) A Joint and Survivor Pension shall not be effective under any or the following circumstances:

- (i) The Participant and Spouse were not Married to each other when pension payments began.
- (ii) The Participant and Spouse were Married to each other for less than a year before the Participant's death.
- (iii) The Spouse died before the Participant's pension began or before his death, if he died before he retired on a pension.
- (iv) The Participant and the Spouse were divorced from each other before the Participant's pension began or before his death, if he died before he retired on a pension.

(b) A Qualified Domestic Relations Order as defined in the Act may affect the applicability and/or the amount of the Joint and Survivor Pension.

(c) An election by a Participant not to take a Joint and Survivor Pension shall not be effective unless:

- (i) The Spouse consents in writing within 180 days before the effective date of retirement to such an election acknowledging the effect of such election (said consent to be notarized), and
- (ii) Such election designates, where appropriate, a Beneficiary (or a form of benefits) which may not be changed without spousal consent (or the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the Spouse).

(d) Subsection (c) does not apply if the Participant establishes to the satisfaction of the Trustees that there is no Spouse, that the Spouse cannot be located, or other special circumstances which would permit waiver of the spousal consent requirement under applicable government regulations.

(e) The Trustees shall be entitled to rely on a written representation last filed by the Participant before the Effective Date of his pension as to whether he or she is married and as to whether a Spouse may or may not be located. If such representation later proves to be false, the Trustees may adjust for any excess benefits paid as the result of the misrepresentation.

(f) Election or rejection may not be made or altered after the pension has commenced (including commencement but for administrative delay).

Section 6.07—CONTINUATION OF JOINT AND SURVIVOR PENSION FORM

The monthly amount of the Joint and Survivor Pension, once it has become payable, shall not be changed if the Spouse is

subsequently divorced from the Pensioner or if the Spouse predeceases the Pensioner, except as set forth in Sections 6.03 and 6.09.

Section 6.08—ALTERNATE JOINT AND SURVIVOR OPTIONS

A Participant eligible for a pension under the Plan, with a Pension Effective Date of January 1, 2009 or after, may elect an alternate Joint and Survivor Option which provides that the monthly amount paid to a Surviving Spouse is equal to 100% of the monthly amount paid to the Participant or is equal to 75% of the monthly amount paid to the Participant. The monthly amount of the Participant's pension is adjusted further in accordance with the provisions of Section 6.05 from the full amount otherwise payable. The following requirements must be met:

- (a) The Participant must make an election to take the Alternate Joint and Survivor Option no more than 180 days before or 90 days after the Pension Effective Date.
- (b) The Alternate Joint and Survivor Options will not be effective under any of the circumstances stated in Section 6.06(a). In addition, if the Participant dies before the Pension Effective Date, the election of the alternate Joint and Survivor Option will be cancelled and the Pension shall be paid under Section 6.04.
- (c) The Alternate Joint and Survivor Options may not be elected by the surviving Spouse or a Participant.
- (d) The 36-Month Guarantee of Section 8.02(b)(iv) does not apply to the Alternate Joint and Survivor Option.
- (e) The formula or formulas adopted by the Trustees to determine the amount of reduction on account of the Alternate Joint and Survivor Option, from the amount otherwise payable, are listed in Appendices 1 and 1A for Pension Effective Dates between January 1, 2000, and December 31, 2013, and in Appendix 1B for Pension Effective Dates on and after January 1, 2014. Appendix 1C lists the formulas that determine the amount of reduction for the Joint and Survivor Pension for Participants subject to the Default Schedule, effective as of the date determined by Section 1.31(b). Formulas that applied to pensions with Effective Dates before January 1, 2000, can be obtained from the Fund Office.
- (f) Alternate Joint and Survivor Options that were elected by Participant with Pension Effective Dates before January 1, 2009, will continue to be governed by Section 6.08 of the Rules and Regulations as they were in effect at the respective Pension Effective Dates.

Section 6.09—JOINT AND SURVIVOR POP-UP OPTIONS

(a) For pensions with effective dates on or after December 1, 1999, a Participant who otherwise satisfies the requirements for an Alternate Joint and Survivor Pension, as set forth in Section 6.08, may elect that the Alternate Joint and Survivor Pension be paid as a "Pop-Up" option. The amount of the pension shall be adjusted for the Alternate Joint and Survivor Pop-Up Option by multiplying the full amount otherwise payable by the factors shown in Appendix 1 and 1A for Pension Effective Dates between January 1, 2000, and December 31, 2013, and in Ap-

pendix 1B for Pension Effective Dates on and after January 1, 2014. Appendix 1C lists the formulas that determine the amount of reduction for the Joint and Survivor Pension for Participants subject to the Default Schedule, effective as of the date determined by Section 1.31(b).

(b) Any pension with an Effective Date July 1, 1995 through December 1, 1999, and for which the Participant elected a Pop Up Option, was adjusted for the Joint and Survivor Pop-Up Option or the Alternate Joint and Survivor Pop-Up Option by multiplying the full amount otherwise payable by the factors that were in use on the Effective Date. Factors that applied to pen-

sions with Effective Dates on or before December 1, 1999, can be obtained from the Fund Office.

(c) The effect of having elected a Pop-Up Option for a pension described in subsection (a) or (b) is that if the Participant's spouse dies before the Participant, the Participant's pension reverts to the amount it would have been had the Participant received his pension without reduction for the Joint and Survivor or Alternate Joint and Survivor Option. That change will be effective on the first day of the first month following the Spouse's death. No change will be made to benefits that were payable before that date.

ARTICLE VII. MISCELLANEOUS OPTIONS

Section 7.01—SOCIAL SECURITY OPTION

The Social Security Option described in this Section is not available for any Participant whose Pension Effective Date is May 1, 2012, or later. The provisions of this Section will apply only to the benefits of Participants who elected this option for Pension Effective Dates before May 1, 2012.

A Participant who is age 60 or over on the Pension Effective Date of his Plan A Early Retirement, Plan B, Plan C, Plan CC, Plan D or Plan G Pension and who rejects the Joint and Survivor Pension in accordance with Section 6.03(b), may elect to have such pension increased until age 62 or age 65 and reduced thereafter as provided herein.

Such Participant retiring on a Plan A Early Retirement, Plan B, Plan C, Plan CC, Plan D or Plan G Pension prior to age 62, shall have the increased amount payable up to and including the month in which his 62nd birthday occurs. Such Participant retiring on any such Pension after age 62 shall have the increased amount payable up to and including the month in which his 65th birthday occurs.

The general intent of this provision is to provide a Participant a pension before age 62 or 65 as the case may be, which is reasonably equal to his Social Security Benefits except that this option may not be chosen unless the final Benefit Level payable through the Fund is at least \$20 per month.

The Social Security Option shall be calculated as the actuarial equivalent of a straight life annuity. Actuarial equivalence is determined using the Applicable Mortality Table and Applicable Interest Rate, in accordance with Section 8.20(c). If the pensioner became a Participant before January 1, 2010, the amount of the Social Security Option will be determined as follows, if the benefit amount would be greater than the benefit using the applicable factors in Section 8.20(c):

Increase in Pension until age 62 or 65 for
each \$10 by which the increased Pension
is reduced thereafter

Pensioner's Age on Effective Date	62	65
60	\$8.35	
61	9.12	
62		\$7.51
63		8.24
64		9.06

A Participant electing the Social Security Option must do so on a form provided by the Trustees prior to the Effective Date of his or her Plan A Early Retirement, Plan B, Plan C, Plan CC, Plan D or Plan G Pension, and must confirm this election by waiving the Joint and Survivor Pension in accordance with Section 6.03(b) no more than 180 days before the Pension Effective Date.

If a Pensioner is age 59 on the Pension Effective Date, the Pensioner may elect at retirement to receive the Plan A Early Retirement, Plan B, Plan C, Plan CC, Plan D, or Plan G Pension to which he is entitled in the form of a single-life annuity to be converted to the Social Security Option at age 60. When the

Pensioner reaches age 60, the Social Security Option shall become effective as set forth in this Section.

If 36 times the Pensioner's Early Retirement Pension before its adjustment for the Social Security Option exceeds the total amount received by the Pensioner before his death, the difference will be paid to his Beneficiary in a lump sum, and no other benefit will be payable pursuant to Section 8.02(b)(iii).

Section 7.02—10-YEAR CERTAIN OPTION

A Participant who is eligible for a pension under the Plan, other than a Disability Pension, and who rejects the Joint and Survivor Pension in accordance with Section 6.03(b), may elect a 10-Year Certain Option which provides that should he die within the 120-month period beginning with the Pension Effective Date, the monthly amount to which he was entitled shall become payable to his survivors (determined in Section 8.13) for the remainder of the 120-month period. Effective for amounts payable on or after December 6, 1996, if there is more than one survivor or if benefits are payable to the Participant's estate, the remaining payments payable to each survivor or to the estate shall be paid in a single lump sum that is the actuarial present value of the remaining payments, calculated in accordance with Section 8.20(c).

Effective on and after January 1, 2003, if benefits are payable after the Participant's death to any person other than the Participant's Spouse or another Beneficiary named by the Participant, the remaining payments payable to that person shall be paid in a single lump sum that is the actuarial present value of the remaining payments, calculated in accordance with Section 8.20(c) and (d).

Election to take the 10-Year Certain Option may be filed with the Trustees at any time before the Effective Date of such Pension; that is, before the first day of the month for which a pension is payable to him.

If the Pensioner is not living on the Pension Effective Date, no benefits shall be payable either to the Participant or to such Participant's survivors, except as may be payable under Section 6.04.

If a Participant elects the 10-Year Certain Option, the monthly amount of his pension shall be adjusted on the basis of actuarial equivalence as established by the Trustees. The factors used for making this adjustment are printed in Appendix 2A for Participants who are not subject to the Default Schedule. For Participants who are subject to the Default Schedule, Appendix 2B lists the factors that will be used for making this adjustment on or after the dates determined by Section 1.31(b). Formulas that applied to pensions with Pension Effective Dates before December 1, 1990 can be obtained from the Fund Office.

Notwithstanding any other provision in this Section, no lump sum payment of \$5,000 or more may be paid to the Beneficiary of a Participant with a Pension Effective Date after April 30, 2012. If the lump sum payable to such a Beneficiary would be \$5,000 or more, payments to that Beneficiary pursuant to this Section will be made monthly in amounts equal to the monthly benefits that the Participant was receiving before his death.

ARTICLE VIII. MISCELLANEOUS

Section 8.01—COMMENCEMENT OF BENEFIT PAYMENTS

(a) General Rule. Benefits shall be payable commencing with the first day of the first calendar month after the Participant (i) has fulfilled all the conditions for entitlement to the benefits and (ii) has filed a written application for benefits in the form and manner prescribed by the Trustees. The first day of that calendar month is the “Effective Date” of the Participant’s pension. A written application can be filed up to one year prior to the “Effective Date” of the Participant’s pension. An application (other than for a Disability Pension) that is filed more than one year prior to the “Effective Date” is null and void, and a new application must be submitted to apply for benefits. Section 4.11(a) defines the time during which an application for Disability Pension may remain active and the dates as of which a disabled Participant is deemed to have satisfied the conditions for receipt of such benefits.

(b) Exceptions. The following are the only exceptions to the requirement in Section 8.01(a)(ii) for a written application:

(i) If a Participant who is not subject to the Default Schedule dies prior to the Effective Date of his pension, his survivors (as determined in Section 8.13) shall receive 36 months of benefit payments as described in Section 8.02(b)(iii) if any of the following conditions are met:

(A) his age and years of Pension Credit total at least 90, or

(B) he meets the requirements under Section 4.23 for a Plan G Pension, or

(C) effective for a Participant who has earned 504 Hours of Service in Covered Employment after January 1, 1997, he has either 15 years of Pension Credit or is entitled to a Plan A Vested Deferred Pension. If the Participant dies before reaching age 55 and is not then eligible for a Plan C or Plan G Pension, the benefit payments authorized by this Section will be calculated based on an Early Retirement Pension as if the Participant had reached age 55 as of the date of death.

If the Participant leaves a Surviving Spouse who satisfies the requirements for a Joint and Survivor Pension under Section 6.04, benefits shall be payable under that Section instead of under the 36-month guarantee.

(ii) A Participant who reached age 70½ after January 1, 1988, and has not applied for pension benefits shall begin to receive benefits no later than April 1 following the calendar year in which he reached age 70½.

(A) If a Participant over age 70½ whose whereabouts are known to the Trustees fails to file a completed application for benefits on a timely basis, benefits will be paid as follows:

(i) If the present value of the Participant’s benefit is no more than \$5,000, in a single sum.

(ii) In any other case, in the form of a Joint and Survivor Pension calculated on the assumption

that the Participant is and has been married for at least one year by the date payments start and that the Participant is three years older than the Spouse.

(iii) The benefit payment form will be irrevocable once it begins with the sole exceptions that it will later be changed to a single life annuity if the Participant proves that he was not married on the date payments began and the amounts of future benefit payments will be adjusted based on the actual ages of the Participant and Spouse if proven to be different from the assumption.

(B) Benefit payments that are not paid to or claimed by Participants over age 70½ because their whereabouts are unknown to the Trustees after reasonable efforts to locate them will be forfeited subject to reinstatement if the Participant or a Beneficiary appears and demonstrates his or her entitlement to the funds.

(C) The amount of the Benefit payable pursuant to this subsection 8.01(b)(ii) will be determined as of April 1 following the calendar year in which the Participant reached age 70½. If the Participant continues to work in Covered Employment after the year in which he or she attains age 70½, the amount of the benefit will be re-determined as of January 1 of each succeeding year, to reflect additional Pension Credit earned in accordance with Article V and to reflect any higher benefit level to which the participant has become entitled under Section 4.02 as of the end of the previous calendar year.

(D) After January 1, 2000, but before January 1, 2010, all references in this subsection (b)(ii) to “age 70½” shall be deemed to be “age 70.”

(E) On or after January 1, 2020, and for all Participants who reach age 70 ½ on or after January 1, 2020, all references in this subsection (b)(ii) to “age 70½” shall be deemed to be “age 72.”

(c) Benefit payments shall be made in accordance with the pension type the Participant is found eligible to receive and has selected at the time of retirement. No change may be made in the Participant’s type of pension unless the Participant requests the change within 90 days after the Pension Effective Date.

Section 8.02—TERMINATION OF BENEFIT PAYMENTS

(a) General Rule. Pension benefit payments shall end with the payment for the month in which the death of the Participant occurs.

(b) Exceptions. The following are exceptions to the general rule in Section 8.02(a) for termination of benefit payments:

(i) If the Participant’s pension is payable as a Joint and Survivor Pension or an alternate Joint and Survivor Option under Article VI, and the Participant dies

while the Spouse is still living, payments shall end with the payment for the month in which the death of the Participant's Spouse occurs, except as (iv) provides.

- (ii) If the Participant's pension is payable as a 10-Year Certain Option under Section 7.02, and the Participant dies within the 120-month period beginning with the Pension Effective Date, payments shall end with the final payment for that 120-month period.
- (iii) The following pensions shall be guaranteed for 36 months from the Effective Date for Participants who are not subject to the Default Schedule, unless they are payable as a Joint and Survivor Pension with an Effective Date before January 1, 2000, an alternate Joint and Survivor Option, a Social Security Option or a 10-Year Certain Option: Plan A Normal, Plan A Reduced, Plan A Early Retirement, Plan A Vested, Plan B. Plan C, Plan CC, Plan G, and Plan D. If a Participant who is not subject to the Default Schedule is receiving or has applied for any pension subject to this 36-month guarantee and who dies either:
 - (A) within the 36-month period beginning with the Pension Effective Date, or
 - (B) within ninety days prior to his date of retirement as first stated in the written application,the monthly pension to which the Participant was entitled shall become payable to his survivors (as determined in Section 8.13) for the remainder of the 36-month period in the case of (A) or for the entire 36-month period in the case of (B). The amount due to a Participant's survivors under this provision shall be paid in a single lump sum. Thereafter, the pension benefit shall cease.
- (iv) A Joint and Survivor Pension elected by a Participant who is not subject to the Default Schedule and who has a Pension Effective Date on or after January 1, 2000, is guaranteed for 36 months from the Effective Date, as follows: If the Participant and the surviving Spouse both die within the 36-month period beginning with the Effective Date of such Pension, the Fund shall pay to the designated beneficiary or beneficiaries a lump-sum amount equal to 36 times the monthly pension amount received by the Participant, less the total benefit payments received by the Participant and his surviving Spouse. In no case will benefits be paid pursuant to this guarantee after 36 monthly payments have been made to the Participant and/or his surviving Spouse.
- (v) Notwithstanding subsections (iii) and (iv), no lump sum payment of \$5,000 or more will be paid to the survivors of Participants with Pension Effective Dates after April 30, 2012. If the amount of such a benefit would be \$5,000 or more, the survivors will receive the remaining benefits monthly in amounts

equal to the monthly benefits that the Participant was receiving before his or her death.

Section 8.03—INFORMATION AND PROOF

Every Participant, Pensioner, Surviving Spouse, or Beneficiary shall furnish, at the request of the Board of Trustees, any information or proof reasonably required to determine his benefit rights. If the Claimant makes a willfully false or fraudulent statement material to his application or furnishes fraudulent information or proof, material to his claim, benefits under this Plan may be denied, suspended or discontinued. The Board of 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, Surviving Spouse, or Beneficiary.

Section 8.04—POWERS OF TRUSTEES

The Trustees, and any committee of the Trustees designated by the Trustees in accordance with the Trust Agreement, shall have the exclusive right, power, and authority, in their sole and absolute discretion, to administer, apply and interpret the Plan and any other Plan documents and to decide all matters arising in connection with the operation or administration of the Plan. Without limiting the generality of the foregoing, the Trustees, and any committee of the Trustees designated by the Trustees in accordance with the Trust Agreement, shall have the sole and absolute discretionary authority to:

- (a) take all actions and make all decisions with respect to eligibility for, and the amount of, benefits payable under the Plan;
- (b) formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms;
- (c) decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan;
- (d) determine the standard of proof required in any case;
- (e) resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan or other Plan documents; and
- (f) process, and approve or deny, benefit claims and rule on any benefit exclusions. All determinations made by the Trustees, or any committee of the Trustees designated by the Trustees in accordance with the Trust Agreement, with respect to any matter arising under the Plan shall be final and binding on all affected Participants, their Beneficiaries, and any other persons who claim benefits from the Plan through any of them. The Trustees may delegate such duties or powers as they deem necessary to carry out the administration of the Plan.

Section 8.05—CLAIMS PROCEDURE AND RIGHT OF APPEAL

A Participant, Beneficiary, or other person who claims an entitlement to benefits shall make a written application for benefits to the Fund office as required by Section 8.01(a). This written application is called a "claim" for benefits. The person who

makes the claim is the “claimant,” and the claim is considered to be “filed” on the date that the Fund office receives it.

- (a) The Fund office shall act upon a claim within 90 days after the date on which the claim is filed, unless special circumstances require a longer period for adjudication and the claimant is notified in writing of the reasons for an extension of time within such 90-day period; provided, however, that no extensions shall be permitted beyond 90 days after the date on which the claimant received notice of the extension of time from the Fund office.
- (b) If a claim is denied, in whole or in part, written notice, prepared in a manner calculated to be understood by the claimant, shall be provided to the claimant, setting forth the specific reasons for the denial, referring to the specific Plan provisions on which the denial is based, and explaining the procedure for review of the decision made by the Fund office, including a statement of the claimant’s right to bring a civil action under section 502(a) of the Act following an adverse benefit determination on review. If the denial is based upon submission of information insufficient to support a decision, the Fund office shall specify the information which is necessary to perfect the claim and the reasons for requesting such additional information.
- (c) Any claimant whose claim is denied may, within 180 days after receipt of written notice of such denial, request in writing a review by the Appeals Committee of the Board of Trustees (“Appeals Committee”). Such claimant (or an authorized representative) may examine any Plan documents relevant to his claim and may submit written comments, documents, records and other information relating to the application for benefits. All relevant evidence so provided will be considered, without regard to whether it was submitted or considered in the initial benefit determination. The claimant (or an authorized representative) shall also be provided, upon request and free of charge, with access to, or copies of, all documents, records and other information relevant to the claim. A claimant may not file any civil action in federal or state court to obtain benefits without first requesting a review as described in this Section.
- (d) The Appeals Committee will meet at least once each three months, and will consider each appeal at the meeting that immediately follows receipt of the appeal, unless the appeal is received within 30 days preceding the date of a meeting. In that event, the Appeals Committee will consider the appeal at the second meeting following receipt of the appeal. If special circumstances require an extension of time for processing the appeal, the Appeals Committee shall notify the claimant in writing of the extension, describing the special circumstances and the date as of which the determination of the appeal will be made, before the beginning of the extension period. Any such extension may not extend beyond the third meeting after the Fund’s receipt of the appeal, unless the claimant voluntarily consents to a longer extension.
- (e) The decision of the Appeals Committee shall be communicated to the claimant as soon as possible, but not later than 5 days after the decision is made on the appeal.

- (f) The notice of the Appeals Committee’s decision shall contain, to the extent that the decision is adverse to the claimant, a description of the specific reason or reasons for the decision, reference to the specific Plan provisions on which the decision was based, a statement that the claimant is entitled to receive, upon request and free of charge, the information and materials described in subsection (c), and a statement of the claimant’s right to bring an action under ERISA.
- (g) Special Procedures for Applications that Require a Showing of Disability.
 - (i) Applications that require a showing of disability and review of adverse decisions on those applications shall be subject to all of the general rules described in subsections (a) through (f), except to the extent that those rules are amended by the specific provisions in this subsection (g). The specific provisions in this subsection (g) apply to all applications that require a showing of disability except cases described in Section 4.08(b)(ii), where the showing is based on a Social Security Administration finding of permanent and total disability.
 - (ii) Procedure for Initial Decision on the Application.
 - (A) The initial decision on an application that requires a showing of disability will be made within a reasonable period of time, but no later than 45 days after the Fund office receives the application, unless the Fund office determines that an extension is necessary due to matters beyond the Fund’s control and notifies the claimant before the end of the initial 45 days of an extension of 30 days or less. If necessary, the Fund office may notify the claimant of a second extension of 30 days or less, following the same procedure. No additional extensions may be made, except with the claimant’s voluntary consent. Any notice of extension under this subsection will advise the claimant of the circumstances requiring the extension and the date as of which the Fund expects to make a decision, and will also specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. The claimant will be afforded at least 45 days to provide the necessary information.
 - (B) The notice to the claimant of any adverse decision on the application will include all of the information described in subsection (b), plus a discussion of the decision, including an explanation of the basis for agreeing or disagreeing with: (1) all evidence presented to the Fund of the views of health care professionals treating the claimant and of vocational professionals who evaluated the claimant; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Fund, whether or not the Fund relied

on those views; and (3) any determination made by the Social Security Administration regarding the claimant's disability.

- (C) A notice of an adverse decision on the application will also identify any specific internal rule, guideline, protocol, standard or similar criterion on which the determination was based, in whole or in part, or alternatively will state that no such rules, guidelines, protocols, or standards exist. The notice of adverse decision will also identify any medical necessity or experimental treatment or similar exclusion or limit upon which it is based, and will either explain the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or will state that such explanation will be provided free of charge to the claimant upon request.
 - (D) A notice of adverse decision on the application will state that the claimant is entitled to receive, upon request and free of charge, copies of all documents, records, and other information relevant to the claim for benefits. Upon the claimant's request, the Fund office will identify any medical or vocational expert whose advice was obtained on behalf of the Fund in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.
 - (E) The notice will be provided in a culturally and linguistically appropriate manner, as defined in 29 C.F.R. § 2560.503-1(o).
- (iii) Procedure on Review by the Appeals Committee
- (A) If the claimant requests a review by the Appeals Committee as described in subsection (c), the Appeals Committee will consider the appeal *de novo* without any deference to the initial benefit denial.
 - (B) The Appeals Committee will not include any person who participated in the initial benefit denial or who is the subordinate of a person who participated in the initial benefit denial.
 - (C) If the initial benefit denial was based in whole or in part on a medical judgment, the Appeals Committee will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and who was neither consulted in connection with the initial benefit determination nor is the subordinate of any person who was consulted in connection with that determination.
 - (D) The Fund will provide the claimant, free of charge, with or without a request, any new or additional evidence considered, relied upon, or generated by the Fund in connection with the review and with any new or additional rationale

for denial of the application. Such evidence or rationale will be provided as soon as possible, in all events before the determination on review is made, and sufficiently in advance of the date on which the determination on review must be made so that the claimant will have a reasonable opportunity to respond before that date.

- (E) Any notice to the claimant of an adverse determination on review will include all of the information required by subsection (g)(ii)(C) and will also describe any applicable contractual limitations period that applies to the claimant's right to bring an action under Section 502(a) of the Act, including the calendar date on which that contractual limitations period expires for the claim. Such notice will be provided in a culturally and linguistically appropriate manner, as defined in 29 C.F.R. § 2560.503-1(o).
- (h) The procedures set forth in this Section shall be interpreted and applied in accordance with regulations promulgated by the United States Department of Labor or any successor authority regulating claims procedures for employee benefit plans subject to ERISA.
- (i) No Participant, Beneficiary or other person claiming benefits under this Plan may obtain judicial review of a denial of benefits unless the lawsuit is filed within the 5 years after the date on which (i) the Appeals Committee issued its decision on the request for review or (ii) if there was no such decision, the time period described in Section 8.05(d) by which such decision on review was to be provided expired. This subsection applies in lieu of any limitations period provided by statute. For transition purposes, it does not apply to claims as to which the Appeals Committee issued a decision on the request for review before July 1, 2018 or (if there was no such decision) the time period described in subsection 8.05(d) for issuing such decision expired before July 1, 2018.

Section 8.06—SUSPENSION OF BENEFITS

- (a) Depending upon a Participant's age, pension benefits may be suspended for any month in which a Pensioner (or Participant entitled to receive a pension) works in "Industry Employment," as defined in subsection (b). The rules for suspension are as follows:
 - (1) Before age 65, benefits will be suspended for any calendar month in which the Participant works 40 hours or more in Industry Employment (including the month in which their 65th birthday occurs).
 - (2) Effective July 1, 2001 benefits will not be suspended for any month beginning after the Participant's 65th birthday if the Participant has filed a written application pursuant to Section 8.01(a)(ii). A suspension of benefits caused by the Participant's failure to file an application will terminate as of the first day of the month following the Fund's receipt of the required application, even if the Participant continues to work or returns to work in Industry Employment.

- (b) “Industry Employment” means any union or non-union employment or self-employment in the Baking and Confectionery Industry in the United States or Canada, in any trade or craft in which the Pensioner was employed at any time while in Covered Employment. The term “trade or craft in which the Pensioner was employed at any time while in Covered Employment” includes any supervisory activities relating to the Pensioner’s trade or craft. The term “United States or Canada” refers to any state or any Province of Canada (and the remainder of any Standard Metropolitan Statistical area which falls in part within such state) in which any Contributing Employer made (or was required to make) contributions at the time the Pensioner’s benefits commenced or would have commenced had the Pensioner not continued in (or returned to) employment as described in the preceding subsection (a).
- (c) If a Pensioner engages in Industry Employment before age 65, he must notify the Board of Trustees in writing within twenty-one (21) days of such employment. A Pensioner must also comply with any request from the Board of Trustees for verification that he is unemployed or for factual information relating to his employment within sixty (60) days of the request. If he fails to give such written notice within such 21-day period, or to comply with any request for information from the Board of Trustees, and if he is receiving (or is otherwise entitled to receive) benefits prior to the attainment of Normal Retirement Age, his benefits shall be suspended for an additional period of 12 months over and above the suspension period of subsection (a).
- (d) A Pensioner whose benefits have been suspended in accordance with subsection (a) must, upon ceasing industry Employment, notify the Fund Office in writing in order for benefits to be reinstated. Upon such notification, benefits to the Pensioner will commence effective the month following the cessation of Industry Employment.
- (e) In the event a Pensioner receives benefits from the Plan for any month in which he engaged in Industry Employment, any payments which should have been suspended under this Section 8.06 shall be deducted from any subsequent benefit payments to which the Pensioner would otherwise be entitled; provided that, in the case of any Pensioner that has attained Normal Retirement Age, such deduction or offset will not exceed in any one month (following the first monthly payment made to a Pensioner after a suspension of benefits) 25 percent of that month’s total benefit payment which otherwise would have been due.
- (f) A Pensioner who returns to Industry Employment (or a Participant entitled to a pension) and whose benefits are suspended pursuant to this Section 8.06 shall be entitled to earn Pension Credits in accordance with Article V. At such time as the Pensioner is again eligible to receive benefits under the Plan, he shall receive the higher of (i) any new benefit to which he is entitled (including any higher benefit level to which he is entitled pursuant to Section 4.02), or (ii) the benefit he was entitled to receive prior to returning to Industry Employment. A Pensioner whose Pension Effective Date was before Normal Retirement Age must make a new election pursuant to Section 6.03 with respect to any additional benefit amount,; that he is entitled to receive when his benefits begin again, and may make any election permitted by the Plan with respect to those additional amounts only.
- (g) A Pensioner who works in Covered Employment will earn additional Pension Credits in accordance with Article V, and may qualify for a higher benefit level as provided in Section 4.02 or for an Age and Service Pension as provided in Article IV, Sections 4.17 and 4.23. The amount of any increased benefit for such a Pensioner whose benefits are not suspended will be determined annually, on or before April 1, based upon Covered Employment in the preceding year. Effective January 1, 2004, increases will be paid retroactively to the earliest date on which the Pensioner became eligible to receive the increase based on a change in the pension Benefit Level pursuant to Section 4.02 or on which the requirements to receive an age and Service Pension were met. All other increases will be based upon Covered Employment in the preceding year and paid retroactively to January 1 of the year in which the determination is made.
- (h) The Plan shall inform a Pensioner 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 Pensioner to notify the Plan when his disqualifying employment ends. If the Plan intends to recover prior overpayments by offset, 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.

Section 8.07—VESTED STATUS OR NONFORFEITABILITY

The benefits to which a Participant is entitled under this Plan upon his attainment of Normal Retirement Age are nonforfeitable, subject only to the conditions as to suspension of benefits (Section 8.06), application (8.01)(a)(ii)), limitation on retroactivity (8.01), application of a qualified domestic relations order (8.10) and willful misrepresentation (8.03), and the effects of retroactive amendment made within the limitations of Sections 411(a)(3)(C) and 432 of the Internal Revenue Code and Section 305 of ERISA. The benefits to which a surviving Spouse is entitled shall likewise be nonforfeitable. Participants and beneficiaries shall be entitled to any of the other benefits of this Plan subject to all of the applicable terms and conditions. A Participant has attained “Vested Status” when he has fulfilled the age and service requirements for receipt of a nonforfeitable pension after his retirement and his attainment of Normal Retirement Age.

Section 8.08—NON-DUPLICATION OF PENSIONS

No Years of Pension Credit can be counted more than once in computing any benefit provided for under these Rules and Regulations. Anything within the Rules and Regulations to the contrary notwithstanding, no pension benefit shall be payable for any month for any portion of which a Pensioner or Participant receives a Weekly Accident and Sickness Benefit from the Bakery and Confectionery Union and Industry International Health Benefits Fund or any other collectively bargained health benefits fund. This does not apply to Workers' Compensation.

Section 8.09—INCOMPETENCE OR INCAPACITY OF A PENSIONER OR BENEFICIARY

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

Section 8.10—NON-ASSIGNMENT OF BENEFITS

Except to the extent provided in (a) through (d) below, it is the intention of the Trustees to make it impossible for Participants, Pensioners, or Beneficiaries covered by these Rules and Regulations to unwisely imperil the provisions made for their retirement payments hereunder. It is hereby expressly provided that no Participant, Pensioner or Beneficiary hereunder shall have the right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge or anticipate any retirement payments or portions thereof and any such assignment, alienation, transfer, sale, hypothecation, mortgage, encumbrance, pledge or anticipation shall be void and of no effect whatsoever, except as (a) through (d) permit. So that no such retirement payments or portions thereof shall in any way be subject to any legal process, execution, attachment or garnishment or be used for the payment of any claim against any Participant, Pensioner, or Beneficiary, or be subject to the jurisdiction of any bankruptcy court or insolvency proceedings by operation of law or otherwise, the Trustees shall have the right to terminate or postpone any pension payment; to a Pensioner or Beneficiary.

- (a) The Plan may, pursuant to procedures established by the Trustees, pay benefits in accordance with the applicable requirements of a "Qualified Domestic Relations Order" as defined in the Act.
- (b) A Pensioner or surviving Spouse receiving benefits from the Plan may enter into a voluntary written agreement for the monthly deduction of premiums for retiree health benefits under the Bakery and Confectionery Union and Industry International Health Benefits Fund. Such an agreement may be revoked prospectively at any time by written notice to the Trustees. Revocation shall be effective for

the first monthly pension payment that is processed following the Trustees' receipt of the notice of revocation.

- (c) The Plan will comply with federal law permitting the Internal Revenue Service to attach, or enforce a lien against, pension benefits for unpaid taxes, and will comply with writs of garnishment under 18 U.S.C. § 3613(a).
- (d) Benefits may be offset, to the extent permitted by Section 206(d)(4) of the Act, by amounts that a Participant or Spouse is ordered or required to pay to the Plan pursuant to (1) a judgment of conviction for a crime involving the Plan or (2) either a civil judgment entered by a court (including a consent order or decree), or a settlement with the Secretary of Labor or the Pension Benefit Guaranty Corporation, in connection with a violation of any obligation under Part 4 of Title I of the Act.

Section 8.11—NO RIGHT TO ASSETS

No person, other than the Trustees of the Fund, shall have any right, title or interest in any of the income or property of any character received or held by or for the account of the Fund, and no person shall have any vested right to benefits provided by the Fund, nor shall any Participant be entitled to any payment or other equity in the assets of the International Pension Fund. All contributions made to the International Pension Fund shall be held in trust for the exclusive benefit of Participants who qualify for pensions under this Pension Plan. No Participant, nor any group of Participants who cease to maintain their status as Participants, shall have any right to any of the assets of the International Pension Fund nor may any contributions to the International Pension Fund on the employment of a Participant be transferred to any other pension fund.

Section 8.12—MAXIMUM LIMITATION

- (a) In no event shall this Plan pay benefits, and in no event shall any Participant accrue benefits under this Plan, in excess of the maximums specified for qualified multiemployer defined-benefit plans by section 415 of the Internal Revenue Code ("Code") and final regulations issued thereunder. The provisions of section 415 of the Code and the final regulations promulgated thereunder shall be applied in accordance with the rules of operation specified below in determining the extent to which benefits provided under this Plan shall be limited in order to comply with section 415 of the Code.
- (b) Rules of Operation.
 - (1) To the extent that such maximums are increased following a Participant's termination of employment or commencement of benefits, including increases in such maximums that occur pursuant to section 415(d) of the Internal Revenue Code, a Participant's benefit otherwise limited by this Section shall be adjusted to reflect the increased maximum, regardless of whether the Participant has then commenced receiving benefits under the Plan.
 - (2) Benefits payable by a Contributing Employer under any other defined benefit plan that is not a multiemployer plan to a Participant in this Plan shall be ag-

gregated with the benefits provided to the Participant under this Plan by such Contributing Employer to the extent required by, and in accordance with, section 415 of the Code and the final regulations promulgated thereunder. In any case that limitation of benefits is required, the pension payable under such other defined benefit plan shall be limited before the pension payable under this Plan is limited, so as to preclude such aggregated pension benefits from exceeding the limitations of this Section. The Trustees shall be entitled to rely on a representation by an Employer that the pension payable to a Participant under this Plan, to the extent attributable to employment with that Employer, does not, together with any other pension payable to him under any other plan maintained by that Employer (to the extent that aggregation of such benefits is required by section 415 of the Internal Revenue Code and final regulations issued thereunder), exceed the limitations of section 415.

- (3) If the Effective Date of a Pension is on or after January 1, 2009, the applicable mortality table used for satisfying the requirements of section 415(b)(2)(B), (C), or (D) of the Code shall be the mortality table prescribed in section 417(e)(3)(B) of the Code. In addition, for purposes of this section, when adjusting the annual dollar limitation for benefits commencing before age 62 or after age 65, no adjustment shall be made to such limitation to reflect the probability of a Participant's death between the Effective Date of the Participant's Pension and age 62, or between age 65 and the Effective Date of the Pension, as applicable.

Section 8.13—BENEFITS TO SURVIVORS AND TO PARTICIPANTS WHOSE WHEREABOUTS ARE UNKNOWN

Benefits due and payable during the lifetime of a Pensioner but not actually paid prior to his death, or benefit payments guaranteed to survivors as provided in Section 8.01 or 8.02 shall be paid to the Pensioner's Beneficiary as designated in writing by the Pensioner on a form provided by the Trustees. If no Beneficiary has been so named, or if the named Beneficiary has predeceased the Pensioner, such benefit payments shall be paid to the Pensioner's Spouse, if then living, or if there is no Spouse then alive, such benefits shall be paid to any other person who is an object of natural bounty of the Pensioner or to his estate, as the Trustees, in their sole discretion, may designate. In the event that any benefit payable hereunder shall remain unpaid for a period of five (5) years from the date such benefit becomes payable by the terms of this Plan or from the Normal Retirement Age of a Participant who is no longer working in Covered Employment, and (a) the whereabouts of the Participant or other Beneficiary (hereinafter referred to as Beneficiary) are unknown to the Trustees and are not ascertainable from the records of the Trustees or the Employer, and the Trustees have made reasonable efforts to locate such Participant or Beneficiary, or (b) where there is no valid claim presented by any Beneficiary, or (c) where there is no named Beneficiary and the Trustees have been unable to ascertain or locate any Beneficiary or estate enti-

pled to payment, then the right to such benefit shall be extinguished and such Participant or Beneficiary shall thereafter have no further right to any such benefit and such benefit shall be retained as a general asset of the Fund. The benefit will be reinstated if the Participant or Beneficiary appears and demonstrates his or her entitlement to the funds.

Section 8.14—LIMITATION OF LIABILITY FOR PENSION BENEFITS

(a) Any provisions in the Rules and Regulations to the contrary notwithstanding, if on or after March 1, 1962, a Contributing Employer ceases to be a Contributing Employer for any reason other than (1) the closing of his business, or (2) the fact that he no longer has any Employees employed in job classifications which were set forth in a Collective Bargaining Agreement with a Local Union, pension benefits payable to the Employees of said Employer and the granting or cancellation of said Employee's Years of Pension Credits shall be governed as follows:

- (i) Any former Employee of said Employer who retired on pension with an Effective Date prior to March 1, 1962, shall continue to receive pension benefits in accordance with Section 8.01.
- (ii) If the total contributions of the Contributing Employer, less benefit payments already made, exceed the actuarial liability in (i) above, the remainder of said contributions shall be applied to pay the pensions of former Employees then on pension with Effective Dates between March 1, 1962, and the date the Contributing Employer ceased to be a Contributing Employer. If such remainder is not equal to the lifetime liability for such pensions, their pensions shall continue only until such remainder has been exhausted.
- (iii) Any Employee of the said Employer who had not been approved for benefits prior to the date the Employer ceased to be a Contributing Employer shall incur an immediate break in employment and his previous Years of Pension Credits shall be cancelled. However, such Employee's Years of Pension Credits shall be restored provided that the Employee validly returns to work for a Contributing Employer before having incurred a Break in Service in accordance with the first paragraph of Section 5.08(c) or repairs the break in accordance with Section 5.08(b)(iii), or the break does not occur because of the exceptions in Section 5.08(c).

(b) If a group of Contributing Employers with Collective Bargaining Agreements with any one Local Union shall cease to be Contributing Employers on approximately the same date, the Trustees shall have the right to apply the above subsection (a) as though said Employers were one Contributing Employer. In any case, the calculations will include all Employers having had contracts with said Local Union who have ever been Contributing Employers to the Fund.

(c) Notwithstanding anything to the contrary in this Section 8.14, any curtailment of benefits or cancellation of years of Pen-

sion Credits because an Employer has ceased to be a Contributing Employer after September 1, 1974, shall not apply to any Covered Employment (or any benefits attributable thereto) during the Contribution Period.

Section 8.15—LIMITATION OF LIABILITY FOR PENSION BENEFITS

(a) If, on or after March 1, 1962, a Contributing Employer closes down his bakery and/or confectionery business and if as of that date such Employer has not made contributions to the Fund for Plan A Pensions for at least a period of 48 months or for Plan B or Plan C or Plan D or Plan G Pensions for at least a period of 24 months, the Fund's liability for each class of Pensions shall be limited in the manner set forth in Section 8.14, except that no Employee who has at least 48 months of Pension Credit during the Contribution Period shall be subject to the aforesaid limitation of pension benefit with respect to Plan A benefits.

(b) If, on or after April 1, 1971, a Contributing Employer closes down his bakery and/or confectionery business, the Fund's liability for Plan B, Plan C or Plan CC and Plan G Pensions shall be limited in the manner set forth in Section 8.14 if any one of the following conditions occur:

- (i) If such Employer made contributions to the Fund for Plan A Pensions for a period of less than 24 months prior to beginning contributions for Plan B or Plan C or Plan CC or Plan G Pensions and such Employer has made contributions for such Plan B or Plan C or Plan CC or Plan G Pensions for less than 72 months;
- (ii) If such Employer made contributions to the Fund for Plan A Pensions for a period of two years or more but less than five years prior to beginning contributions for Plan B or Plan C or Plan CC or Plan G Pensions and such Employer has made contributions for such Plan B or Plan C or Plan CC or Plan G Pensions for less than 48 months;
- (iii) If such Employer made contributions to the Fund for Plan A Pensions for a period of five years or more but less than six years prior to beginning contributions for Plan B or Plan C or Plan CC or Plan G Pensions and such Employer has made contributions for such Plan B or Plan C or Plan CC or Plan G Pensions for less than 36 months; or,
- (iv) If such Employer made contributions to the Fund for Plan A Pensions for a period of 72 months or more prior to beginning contributions for Plan B or Plan C or Plan CC or Plan G Pensions and such Employer has made contributions for such Plan B or Plan C or Plan CC or Plan G Pensions for less than 24 months.

(c) If, on or after June 1, 1981 a Contributing Employer closes down his bakery and/or confectionery business, Section 8.15(b) shall apply except that the Fund's liability for Plan CC or Plan G Pensions shall be limited in the manner set forth in Section 8.14 if any of the following conditions occur:

- (i) If the pensions for Plan C provided by the contributions made by such Employer are limited by Section 8.15(a) or 8.15(b), or
- (ii) If the Employer has not agreed to participate in Plan CC or Plan G in the first year of the first contract negotiated on or after August 1, 1981.

(d) If liability is limited, the rules of Section 8.14 shall be modified to permit benefits to be paid to employees not yet retired under Plan CC or Plan G to the extent that contributions for Plan CC or Plan G exceed the sum of (1) the actuarial value of future benefits for Plan CC or Plan G Pensions with an Effective Date prior to the date the Employer ceased to make Plan CC or Plan G contributions, and (2) Plan CC or Plan G Pension benefits paid through that date which are attributable to such Employer. Notwithstanding anything to the contrary in this Section 8.15, any curtailment of benefits or cancellation of Years of Pension Credits because an Employer has ceased to be a Contributing Employer after September 1, 1974, shall not apply to any Covered Employment (or any benefits attributable thereto) during the Contribution Period.

Section 8.16—NON-REVERSION

It is expressly understood that in no event shall any of the corpus or assets of the Pension Fund revert to the Employers or be subject to any claims of any kind or nature by the Employers, except for the return of an erroneous contribution within the time limits prescribed by law.

Section 8.17—LIMITATION OF LIABILITY

This Pension Plan has been established on the basis of an actuarial calculation which has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA. Except for liabilities which may result from provisions of ERISA, nothing in this Plan shall be construed to impose any obligation to contribute beyond the obligation of the Employer to make contributions as stipulated in its Collective Bargaining Agreement with the Union. There shall be no liability upon the Trustees individually, or 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.

Section 8.18—TERMINATION OF PLAN

(a) Right to Terminate

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

(b) Priorities of Allocation

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

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

(A) In the case of the pension of a Participant or Beneficiary which was in any pay status as of the beginning of the 3-year period ending on the termination date of the Plan, to each such pension, based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which such pension would be the least. The lowest pension in pay status during the 3-year period shall be considered the pension in pay status for such period.

(B) In the case of a pension of a Participant or Beneficiary which would have been in pay status as of the beginning of such 3-year period if the Participant had retired prior to the beginning of the 3-year period and if his pension had commenced (in the standard form) as of the beginning of such period, to each such pension based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which the pension would be the least.

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

(iii) Third, to all vested benefits under this Plan.

(iv) Fourth, to all other benefits under this Plan.

(c) Allocation Procedure

For purposes of subsection (b) hereof:

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

(ii) If the asset available for allocation under any paragraph of subsection (b) (other than paragraphs (iii) and (iv)) are insufficient to satisfy in full the benefits of all individuals which are described in that paragraph, the assets shall be allocated pro rata among such individuals on the basis of the present value (as of the termination date) of their respective benefits described in that paragraph.

(iii) This paragraph applies if the assets available for allocation under subsection (b)(iii) are not sufficient to satisfy in full the benefits of individuals described in that paragraph:

(A) If this paragraph applies, except as provided in subparagraph (B), below, the assets shall be allocated to the benefits of individuals described in subsection (b)(iii) on the basis of the benefits of individuals which would have been described in such subsection (b)(iii) under the Plan as in effect at the beginning of the 5-year period ending on the date of Plan termination.

(B) If the assets available for allocation under subparagraph (A), above, are sufficient to satisfy in full the benefits described in such paragraph (without regard to this subparagraph), then for purposes of subparagraph (A), benefits of individuals described in such paragraph shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such 5-year period under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in subparagraphs (A) and any assets remaining to be allocated under subparagraph (A) on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

Section 8.19—AMENDMENT

This Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement. In making any decision to amend the Plan, the Trustees shall act as fiduciaries within the meaning of section 3(21) of ERISA. 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 Internal Revenue Code and to maintain compliance of the Plan with the requirements of ERISA, or

(b) If the amendment is pursuant to ERISA regulations regarding alterations of the interim ERISA guidelines and the Secretary of Labor has been notified of such amendment and has either approved of it, or within 90 days after the date on which such notice was filed, he failed to disapprove, or alternatively, if the amendment meets the requirements of Section 305 of ERISA and Section 432 of the Internal Revenue Code.

Section 8.20—LUMP-SUM OR ANNUAL PAYMENTS

(a) If the actuarial present value of the vested accrued benefit payable to any person is less than \$1,000, the Trustees will make a lump-sum payment to such person in an amount equal to such actuarial present value. The actuarial present value of a benefit payable to a Participant shall be determined as of the Participant's Pension Effective Date, and the lump sum benefit shall be paid after that date. The actuarial present value of a benefit payable to a surviving Spouse shall be determined as of the date of the Participant's death.

(b) Any person entitled to receive a monthly benefit may elect to receive the benefit in the form of annual payments. This election may be made at the effective date of pension or at any time thereafter, but once made the election to receive benefits in the form of annual payments may not be changed. Each annual payment shall be paid at the end of the calendar year for which the monthly payments were due, in an amount equal to the actuarial pre-

sent value of the monthly payments that were due during that year. When a person receiving annual payments dies, the actuarial present value of the unpaid monthly payments that were due for months preceding the date of death will be paid to the deceased person's survivors (as determined in Section 8.13).

(c) For purposes of determining the actuarial present value of benefits under this Section and under Section 7.01 and 7.02:

(i) if the Effective Date of a Pension is before January 1, 2008, the interest rate assumption shall be the average interest rate on 10-year Treasury securities for the month of November immediately preceding the Plan Year in which the payment is due to be made, and the applicable mortality table shall be that prescribed by the Internal Revenue Service pursuant to section 417(e)(3)(A)(ii)(I) of the Internal Revenue Code, as in effect before amendment by the Pension Protection Act of 2006, or such other interest rate and mortality table as prescribed by section 417(e)(3) of the Internal Revenue Code; and

(ii) if the Effective Date of a Pension is on or after January 1, 2008, the interest rate assumption shall be the rate specified in section 417(e)(3)(C) of the Internal Revenue Code for the month of November immediately preceding the Plan Year in which the payment is due to be made, and the applicable mortality table shall be the table specified for the Plan Year by the Secretary of the Treasury under section 417(e)(3)(B) of the Internal Revenue Code.

(d) For purposes of determining the actuarial equivalent of benefits payable under this Pension Plan:

(i) For benefits payable under a Qualified Domestic Relations Order, actuarial equivalence will be based upon a five percent interest rate and the 1971 Group Annuity Mortality Table (100 percent male) for the Participant and the 1971 Group Mortality Table (100 percent female) for the alternate payee.

(ii) For all other purposes, actuarial equivalence will be determined with a seven percent interest rate and the 1971 Group Annuity Mortality Table (100 percent male) for a Participant and the 1971 Group Annuity Mortality Table (100 percent female) for a Spouse.

(iii) Notwithstanding (i) and (ii), effective January 1, 2013, actuarial equivalence for all purposes unless otherwise specifically provided in this Pension Plan, will be based on the interest rate assumption specified in Section 417(e)(3)(C) of the Code for the month of November immediately preceding the Plan Year in which the payment is due to be made, and the Applicable Mortality Table shall be the table specified for the Plan Year by the Secretary of the Treasury under Section 417(e)(3)(B) of the Code.

(e) Payment of the amounts provided in this Section shall be in full discharge of all obligations under the Plan with respect to such person.

(f) Effective July 1, 2018, if the actuarial present value of the vested accrued benefit payable to any person as an annuity is \$5,000 or less, the Trustees will make a mandatory lump-sum payment to such person in an amount equal to such actuarial present value. The actuarial present value of a benefit payable to a Participant shall be determined as of the Participant's Pension Effective Date, and the actuarial present value of a benefit payable to a surviving spouse shall be determined as of the date of the Participant's death. The Fund will notify the recipient of the right to roll over the distribution pursuant to section 402(f) of the Code. If the mandatory distribution is greater than \$1,000 and the recipient does not affirmatively elect to receive the distribution directly or to have such distribution paid directly to an eligible retirement plan described in Section 8.21(c) and (d), then the distribution will be paid in a direct rollover to an individual retirement plan designated by the Trustees in accordance with the safe-harbor regulations in 29 C.F.R. § 2550.404a-2.

Section 8.21—DIRECT ROLLOVERS

(a) For distributions made on or after January 1, 1993, a Participant entitled to a lump-sum payment that constitutes an "eligible rollover distribution" may elect to have any portion of the lump sum, but not less than \$200, paid directly to an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, or a qualified plan described in section 401(a) of the Internal Revenue Code that accepts the Participant's eligible rollover distribution. If the lump sum payment is payable to a surviving Spouse (including a former Spouse who is an alternate payee under a qualified domestic relations order), the Spouse may elect to have any portion of the lump sum, but not less than \$200 paid directly to an individual retirement account or an individual retirement annuity.

(b) For distributions made on or after January 1, 1993, if a surviving Spouse (including a former Spouse who is an alternate payee under a qualified domestic relations order) is entitled to receive a lump-sum payment of the remaining payments in the 36-month guarantee under Section 8.02, the Spouse may elect to have any portion of the lump sum, but not less than \$200, paid directly to an individual retirement account or an individual retirement annuity.

(c) For distributions made on or after January 1, 2002, a Participant or a surviving Spouse (including a former Spouse who is an alternate payee under a qualified domestic relations order) entitled to a lump-sum payment that constitutes an "eligible rollover distribution" (including a lump sum payment of the remaining payments in the 36-month guarantee under Section 8.02 as provided in subpara-

graph (b) above) may elect to have any portion of the lump sum, but not less than \$200, paid directly to an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, an annuity contract described in section 403(b) of the Internal Revenue Code, a plan under Section 457(b) of the Internal Revenue Code 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 and which agrees to separately account for amounts transferred into such plan from this Plan, or a qualified plan as described in Section 401(a) of the Internal Revenue Code that accepts the Participant's eligible rollover distribution.

- (d) For distributions made on or after January 1, 2008, any Participant or surviving Spouse who receives an eligible rollover distribution, as described in subsection (c), has the additional option of rolling that distribution over to a Roth IRA described in section 408A of the Internal Revenue Code.
- (e) For distributions made on or after January 1, 2007, a non-spouse beneficiary entitled to a lump-sum payment that constitutes an "eligible rollover distribution" may elect to have any portion of the lump sum, but not less than \$200, paid directly to an individual retirement account described in section 408(a) of the Internal Revenue Code or individual retirement annuity described in section 408(b) of the Internal Revenue Code.

Section 8.22—MISCELLANEOUS PROVISIONS APPLICABLE TO FORMER PLAN F COVERAGE

These provisions apply to any Participant whose employer on June 1, 1981 was obligated by reason of a Collective Bargaining Agreement to make contributions required to provide a Plan F Pension in accordance with Section A2.21 of Appendix A of the Plan as it existed on that date. Benefits apply only to participants who had service prior to June 1, 1981, and benefits are frozen as of June 1, 1981. Descriptions of the special pensions applicable to those participants are found in Section 8.21 of the Pension Plan as amended through November, 1982.

Section 8.23—RECOVERY OF BENEFIT OVERPAYMENTS

If, for any reason, payments are made to any person in excess of the amount which is payable under this Plan, the Trustees shall have full authority to recover the amount of the overpayments. That authority shall include, but is not limited to, the right to reduce benefits payable in the future to the person who received the overpayments and to reduce benefits payable to a surviving spouse or other beneficiary who is entitled to receive payments under the Plan following the death of that person.

Section 8.24—TRANSFERS AND MERGERS

The Trustees may, on such terms and under such conditions as they may determine, transfer any assets and/or liabilities of

the Fund to, or effect any merger of the Fund with, another pension plan established or maintained for Participants; provided, however, that in making any transfer or merger decision the Trustees shall act as fiduciaries within the meaning of section 3(21) of ERISA; and provided further that, in the case of any such transfer or merger, provisions shall be made so that no Participant's or Beneficiary's accrued benefit will be lower immediately after the effective date of the transfer or merger than the benefit immediately before that date.

Section 8.25—CERTAIN BENEFICIARIES DISREGARDED

- (a) Notwithstanding any other provision of the Plan, in the event that any Beneficiary of a Participant (including a Spouse) is found guilty of a crime other than an offense based solely on negligent or reckless acts, and that crime caused or contributed to the death of the Participant, no benefits will be payable to that Beneficiary on account of the Participant's death.
- (b) The benefits that would otherwise be payable, or the actuarial equivalent of those benefits, will instead be paid to another person or persons, in the following order of priority (but disregarding the person who is disqualified from receiving benefits under subsection (a)):
 - (i) the person or persons who would have been entitled to the benefit under the Participant's Beneficiary designation if the disqualified Beneficiary had predeceased the Participant;
 - (ii) the Participant's surviving Spouse;
 - (iii) the Participant's surviving child or children (in equal shares);
 - (iv) the Participant's surviving parents (in equal shares);
 - (v) the Participant's surviving siblings (in equal shares);
 - (vi) the Participant's estate.
- (c) If apart from this Section the benefit would have been paid in the form of a life annuity, but the person to whom it will be paid pursuant to this rule is not eligible for a life annuity under the Plan, the benefit will be paid in the form of a lump sum benefit that is the actuarial present value of the benefit that would have been payable apart from this Section, calculated in accordance with Section 8.20(c). If apart from this Section the benefit would have been paid in a form other than a life annuity, the alternate beneficiary will receive a benefit in the same form and amount that otherwise would have been paid. For Pension Effective Dates after April 30, 2012, benefits with a present value of \$5,000 or more will be paid in the form of a life annuity described in Section 8.26(e)(i) or (ii), even if the recipient would otherwise have been ineligible for a life annuity under the Plan.
- (d) The Trustees may suspend payment of benefits to a Beneficiary while criminal proceedings are pending.

Section 8.26—GENERAL RULES REGARDING DISTRIBUTIONS

- (a) All distributions under the Plan will be made in accordance with the provisions of section 401(a)(9) of the Code and the Treasury Regulations thereunder, which are hereby incorporated by reference into the Plan and shall be controlling in the event of any inconsistency between those provisions and the terms of this Plan.
- (b) A Participant shall begin to receive benefits no later than the April 1 following the calendar year in which the Participant reached age 70½, age 70 between January 1, 2000 and December 31, 2008, or age 72 after January 1, 2020.
- (c) Permissible Distribution Periods. The entire interest of each Participant will be distributed, in accordance with Treasury Regulations, over a period not extending beyond the life expectancy of the Participant or the joint life expectancy of the Participant and his or her Spouse.
- (d) Death After Distribution Begins. If a Participant dies after distribution of his or her benefit has begun, the remaining portion of such benefit will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death.
- (e) Death Prior to Distribution. If a Participant dies before distribution of his or her benefit begins, distribution of the Participant's benefit shall be made in accordance with one of the following methods:
 - (i) any distribution of all or a portion of a Participant's interest to a Beneficiary (other than the Participant's surviving Spouse) payable over the life of the Beneficiary, or a period not exceeding the life of the Beneficiary, shall begin no later than December 31 of the calendar year immediately following the calendar year in which the Participant died except as otherwise prescribed in Treasury Regulations;
 - (ii) if the Beneficiary is the Participant's surviving spouse, distributions are required to begin on or before the later of (i) the December 31 of the calendar year immediately following the calendar year in which the Participant died and (ii) the December 31 of the calendar year in which the Participant would have attained age 70½ or, after January 1, 2020, age 72.
 - (iii) any other distributions shall be made by the December 31 of the calendar year in which the fifth anniversary of the Participant's death occurs.

Section 8.27—LOCATION OF PARTICIPANTS

- (a) The Fund will make the efforts described in this Section 8.27 to locate missing Participants and Beneficiaries. Generally, address information for each active Participant will come from the Employer or Employers making contributions to the Pension Fund on the Participant's behalf.
- (b) In the course of sending summary plan descriptions, Annual Funding Notices and other documents that require

periodic mailing to Participants, the Pension Fund will use the most recent address on file for each Participant. These mailings will be sent first-class mail with a request for address correction.

- (c) On at least an annual basis, the Pension Fund will submit the names of all Participants for whom the Fund has no valid address, or for whom a mailing pursuant to subparagraph (b) has resulted in returned mail, to LexisNexis or a similar on-line database in an attempt to obtain a current address.
- (d) When a Participant is less than four months away from their 65th birthday (or older if they first became eligible for a pension after age 65), the Fund will send correspondence to the Participant at the most current address in its files, informing the Participant that he or she is approaching pension eligibility. The correspondence will include a pension application and a printout detailing the Participant's accrued pension credit and the benefit amount to which the Participant is entitled. This correspondence will be sent first-class mail with address correction requested. If this letter is returned as undeliverable, the Fund will attempt to correct the address through the correction procedure outlined in subparagraph (c) above.
- (e) If the mailing detailed in subparagraph (d) is not returned, and the Participant does not file an application for benefits or otherwise respond to the mailing described in subparagraph (d), the Fund will send a second mailing when the Participant reaches age 65. This letter will inform the Participant that they are eligible to receive a pension from the Pension Fund, explain the Fund's application requirements, and include a copy of the Pension Fund's benefit application. This correspondence will be sent by certified mail.
- (f) In addition to the procedure outlined in subparagraphs (b) through (e) above, for those Participants who have not elected to begin receipt of benefits and who are approaching mandatory distribution age, the Pension Fund will periodically undertake additional efforts to locate these Participants. The Pension Fund will utilize a third-party vender (currently PBI – Pension Benefit Information, Inc.) to undertake a more intensive effort, including review of death lists, to locate missing Participants.
- (g) Participants approaching mandatory distribution age located pursuant to the above will be sent a letter at least sixty days prior to their mandatory distribution date explaining that federal law requires that they commence receipt of benefits and asking them to complete the enclosed pension application and return it. This correspondence will be sent by certified mail.
- (h) If through the process outlined in subparagraphs (f) and (g) above, the Pension Fund learns that the Participant is deceased and discovers an address for potential beneficiaries, the Fund Office will send correspondence to the family of the Participant informing them that benefits may be payable to a Beneficiary of the Participant and asking them to complete and return a pension application.

ARTICLE IX. PRO RATA PENSIONS

Section 9.01—PURPOSE

Pro Rata Pensions are provided under this Pension Plan for Participants or former Participants who would otherwise lack sufficient service credit to be eligible for any benefit because their years of employment were divided between different pension plans or, if eligible, whose benefits would be of a lesser amount because of such divisions of employment.

Section 9.02—RELATED PLAN

The Trustees recognize the pension plan of the Bakery and Confectionery Union and Industry Canadian Pension Fund, which has executed the Reciprocal Agreement and which has adopted Exhibit “A” of the Reciprocal Agreement, as a “Related Plan.”

Section 9.03—RELATED HOURS

The term “Related Hours” means hours of employment which are creditable under a Related Plan for both pension credit and benefit accrual purposes, and includes hours of employment before the Effective Date of the Reciprocal Agreement.

Section 9.04—RELATED PENSION CREDIT

The term “Related Pension Credit” means years of service creditable to a Participant or former Participant under a Related Plan and certified by the Related Plan to this Plan, including service before the Effective Date of the Reciprocal Agreement to the extent creditable under this Plan.

Section 9.05—COMBINED PENSION CREDIT

The term “Combined Pension Credit” means the total of a Participant’s or former Participant’s Related Pension Credit plus the Pension Credit accumulated under this Plan. No more than one year of Combined Pension Credit shall be counted in any calendar year.

Section 9.06—COMBINED PENSION CREDIT DURING THE CONTRIBUTION PERIOD

The term “Combined Pension Credit during the Contribution Period” means the total of a Participant’s or former Participant’s Pension Credit in respect of service in Covered Employment during the Contribution Period that is creditable under the Related Plan and under this Plan. No more than one year of Combined Service Credit during the Contribution Period shall be counted in any calendar year.

Section 9.07—ELIGIBILITY

A Participant or former Participant shall be eligible for a Pro Rata Pension under this Plan if he satisfies all of the following requirements;

- (a) he is not performing work for which contributions are being made to this Plan;
- (b) he would be eligible for any type of benefit under this Plan, and for any type of benefit under the Related

Pension Credit under this Plan and under the Related Plan;

- (c) he has at least two years of Pension Credit based upon actual employment for which contributions have been made to this Plan;
- (d) a pension is not payable to him from this Plan or a Related Plan independently of its provisions for a Pro Rata Pension. However, an individual who is entitled to a pension other than a Pro Rata Pension from this Plan or a Related Plan may elect to receive a Pro Rata Pension in lieu of such other pension; and
- (e) he satisfies all other requirements for receipt of a pension from this Plan.

Section 9.08—PRO RATA PENSION AMOUNT

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

- (a) Calculate the amount of pension to which a Participant or former Participant would have been entitled if his Combined Pension Credit during the Contribution Period were Pension Credit under this Plan; then
- (b) The amount of pension to which the Participant or former Participant is entitled is the amount determined in (a) multiplied by a ratio, the numerator of which is the Pension Credit in respect of service in Covered Employment during the Contribution Period that is creditable under this Plan and the denominator is the Combined Pension Credit during the Contribution Period.

The Combined Pension Credit shall be used to determine eligibility for benefits under this Plan. The amount to be paid by this Plan shall be based solely on the Pension Credit in respect of service in Covered Employment during the Contribution Period that is creditable under this Plan, and shall be paid in the currency of the country in which this Plan is domiciled.

Section 9.09—PRO RATA PENSION PROCESSING

The plan under which a Participant or former Participant first makes application for benefits shall initiate the processing of a Pro Rata Pension with the other Related Plan, so long as the plan is informed that the Participant or former Participant may be eligible for a Pro Rata Pension. In order to facilitate the processing of a Pro Rata Pension effective on the date the Reciprocal Agreement is executed, each plan to which the Participant or former Participant belonged shall file with the other plan a memorandum of Related Pension Credit which has accrued on behalf of the Participant or former Participant under its plan.

Section 9.10—PAYMENT

The payment of a Pro Rata Pension shall be subject to all of the conditions applicable to the payment of benefits under this Plan.

Section 9.11—BREAKS IN SERVICE

Related Hours shall be counted when determining whether a Participant or former Participant has satisfied the requirements of this Plan in order to prevent cancellation of his accumulated Pension Credit.

Section 9.12—EFFECTIVE DATE

This Article and the payment of Pro Rata Pensions hereunder shall be effective for Participants and former Participants who begin receipt of pension benefits after January 1, 1996.

AVAILABILITY OF PLAN DESCRIPTIONS AND ANNUAL REPORTS

The Trustees of the Pension Plan are required to prepare a comprehensive description of the Plan in a manner calculated to be understood by all Plan participants. Such a description has been prepared and is printed in the front of this booklet.

Additional copies are available at the Local Union Office or the Personnel Office of your employer, or by mail upon a written request to the Fund Office.

The Trustees are also required to file with the U.S. Labor

Department an annual report of the Pension Plan. A copy of the latest annual report is available for inspection at the Fund Office between the hours of 10:00 a.m. and 4:00 p.m. Monday through Friday except holidays, and a summary of the annual report is available by mail upon written request to the Fund Office.

Copies of Plan amendments are also available for inspection at the Fund Office or upon written request.

APPENDIX 1

Pension Option Actuarial Charts Effective for Pensions on or After January 1, 2009 through December 2013

Age of Spouse in Relation To Participant	50% J&S and Disability J&S	75% J&S	75% Disability J&S	75% J&S Pop-Up	75% Disability J&S Pop-Up	100% J&S	100% Disability J&S	100% J&S Pop-Up	100% Disability J&S Pop-Up
Maximum Reduction		90.5%	85.5%	89.0%	85.0%	85.0%	77.5%	81.5%	77.0%
9 Years Younger		90.9%	85.9%	89.4%	85.3%	85.4%	77.9%	82.1%	77.3%
8 Years Younger		91.3%	86.3%	89.8%	85.6%	85.8%	78.3%	82.7%	77.6%
7 Years Younger		91.7%	86.7%	90.2%	85.9%	86.2%	78.7%	83.3%	77.9%
6 Years Younger		92.1%	87.1%	90.6%	86.2%	86.6%	79.1%	83.9%	78.2%
5 Years Younger	N O R E D U C T I O N	92.5%	87.5%	91.0%	86.5%	87.0%	79.5%	84.5%	78.5%
4 Years Younger		92.9%	87.9%	91.4%	86.8%	87.4%	79.9%	85.1%	78.8%
3 Years Younger		93.3%	88.3%	91.8%	87.1%	87.8%	80.3%	85.7%	79.1%
2 Years Younger		93.7%	88.7%	92.2%	87.4%	88.2%	80.7%	86.3%	79.4%
1 Year Younger		94.1%	89.1%	92.6%	87.7%	88.6%	81.1%	86.9%	79.7%
Same Age		94.5%	89.5%	93.0%	88.0%	89.0%	81.5%	87.5%	80.0%
1 Year Older		94.9%	89.9%	93.4%	88.3%	89.4%	81.9%	88.1%	80.3%
2 Years Older		95.3%	90.3%	93.8%	88.6%	89.8%	82.3%	88.7%	80.6%
3 Years Older		95.7%	90.7%	94.2%	88.9%	90.2%	82.7%	89.3%	80.9%
4 Years Older		96.1%	91.1%	94.6%	89.2%	90.6%	83.1%	89.9%	81.2%
5 Years Older	96.5%	91.5%	95.0%	89.5%	91.0%	83.5%	90.5%	81.5%	
6 Years Older	96.9%	91.9%	95.4%	89.8%	91.4%	83.9%	91.1%	81.8%	
7 Years Older	97.3%	92.3%	95.8%	90.1%	91.8%	84.3%	91.7%	82.1%	
8 Years Older	97.7%	92.7%	96.2%	90.4%	92.2%	84.7%	92.3%	82.4%	
9 Years Older	98.1%	93.1%	96.6%	90.7%	92.6%	85.1%	92.9%	82.7%	
10 Years Older	98.5%	93.5%	97.0%	91.1%	93.0%	85.5%	93.5%	83.0%	
Each Year Older		0.4%	0.4%	0.4%	0.3%	0.4%	0.4%	0.6%	0.3%
Maximum 99%									

APPENDIX 1A

Pension Option Actuarial Charts Effective for Pensions January 1, 2000 through December 2008

Age of Spouse in Relation To Participant	50% Disability J&S	50% Disability J&S Pop-Up	50% J&S	50% J&S Pop-Up	75% J&S	75% J&S Pop-Up	100% J&S	100% J&S Pop-Up
Maximum Reduction					90.5%	89.0%	85.0%	81.5%
9 Years Younger					90.9%	89.4%	85.4%	82.1%
8 Years Younger					91.3%	89.8%	85.8%	82.7%
7 Years Younger					91.7%	90.2%	86.2%	83.3%
6 Years Younger					92.1%	90.6%	86.6%	83.9%
5 Years Younger	N	N	N	N	92.5%	91.0%	87.0%	84.5%
4 Years Younger	O	O	O	O	92.9%	91.4%	87.4%	85.1%
3 Years Younger	R	R	R	R	93.3%	91.8%	87.8%	85.7%
2 Years Younger	E	E	E	E	93.7%	92.2%	88.2%	86.3%
1 Year Younger	D	D	D	D	94.1%	92.6%	88.6%	86.9%
	U	U	U	U				
Same Age	C	C	C	C	94.5%	93.0%	89.0%	87.5%
	T	T	T	T				
1 Year Older	I	I	I	I	94.9%	93.4%	89.4%	88.1%
2 Years Older	O	O	O	O	95.3%	93.8%	89.8%	88.7%
3 Years Older	N	N	N	N	95.7%	94.2%	90.2%	89.3%
4 Years Older					96.1%	94.6%	90.6%	89.9%
5 Years Older					96.5%	95.0%	91.0%	90.5%
6 Years Older					96.9%	95.4%	91.4%	91.1%
7 Years Older					97.3%	95.8%	91.8%	91.7%
8 Years Older					97.7%	96.2%	92.2%	92.3%
9 Years Older					98.1%	96.6%	92.6%	92.9%
10 Years Older					98.5%	97.0%	93.0%	93.5%
Each Year Older					0.4%	0.4%	0.4%	0.6%
Maximum 99%								

APPENDIX 1B

Preferred Schedule Pension Option Actuarial Charts Effective for Pensions on or After January 1, 2014

Age of Spouse in Relation To Participant	50% Disability J&S	50% Disability J&S Pop-Up	75% Disability J&S	75% Disability J&S Pop-Up	100% Disability J&S	100% Disability J&S Pop-Up	50% J&S	50% J&S Pop-Up	75% J&S	75% J&S Pop-Up	100% J&S	100% J&S Pop-Up
Maximum Reduction	75.0%	75.0%	66.0%	66.0%	59.0%	58.0%	85.0%	84.0%	79.0%	78.0%	74.0%	72.0%
9 Years Younger	75.4%	75.3%	66.5%	66.4%	59.6%	58.5%	85.4%	84.4%	79.5%	78.5%	74.6%	72.6%
8 Years Younger	75.8%	75.6%	67.0%	66.8%	60.2%	59.0%	85.8%	84.8%	80.0%	79.0%	75.2%	73.2%
7 Years Younger	76.2%	75.9%	67.5%	67.2%	60.8%	59.5%	86.2%	85.2%	80.5%	79.5%	75.8%	73.8%
6 Years Younger	76.6%	76.2%	68.0%	67.6%	61.4%	60.0%	86.6%	85.6%	81.0%	80.0%	76.4%	74.4%
5 Years Younger	77.0%	76.5%	68.5%	68.0%	62.0%	60.5%	87.0%	86.0%	81.5%	80.5%	77.0%	75.0%
4 Years Younger	77.4%	76.8%	69.0%	68.4%	62.6%	61.0%	87.4%	86.4%	82.0%	81.0%	77.6%	75.6%
3 Years Younger	77.8%	77.1%	69.5%	68.8%	63.2%	61.5%	87.8%	86.8%	82.5%	81.5%	78.2%	76.2%
2 Years Younger	78.2%	77.4%	70.0%	69.2%	63.8%	62.0%	88.2%	87.2%	83.0%	82.0%	78.8%	76.8%
1 Year Younger	78.6%	77.7%	70.5%	69.6%	64.4%	62.5%	88.6%	87.6%	83.5%	82.5%	79.4%	77.4%
Same Age	79.0%	78.0%	71.0%	70.0%	65.0%	63.0%	89.0%	88.0%	84.0%	83.0%	80.0%	78.0%
1 Year Older	79.4%	78.3%	71.5%	70.4%	65.6%	63.5%	89.4%	88.4%	84.5%	83.5%	80.6%	78.6%
2 Years Older	79.8%	78.6%	72.0%	70.8%	66.2%	64.0%	89.8%	88.8%	85.0%	84.0%	81.2%	79.2%
3 Years Older	80.2%	78.9%	72.5%	71.2%	66.8%	64.5%	90.2%	89.2%	85.5%	84.5%	81.8%	79.8%
4 Years Older	80.6%	79.2%	73.0%	71.6%	67.4%	65.0%	90.6%	89.6%	86.0%	85.0%	82.4%	80.4%
5 Years Older	81.0%	79.5%	73.5%	72.0%	68.0%	65.5%	91.0%	90.0%	86.5%	85.5%	83.0%	81.0%
6 Years Older	81.4%	79.8%	74.0%	72.4%	68.6%	66.0%	91.4%	90.4%	87.0%	86.0%	83.6%	81.6%
7 Years Older	81.8%	80.1%	74.5%	72.8%	69.2%	66.5%	91.8%	90.8%	87.5%	86.5%	84.2%	82.2%
8 Years Older	82.2%	80.4%	75.0%	73.2%	69.8%	67.0%	92.2%	91.2%	88.0%	87.0%	84.8%	82.8%
9 Years Older	82.6%	80.7%	75.5%	73.6%	70.4%	67.5%	92.6%	91.6%	88.5%	87.5%	85.4%	83.4%
10 Years Older	83.0%	81.0%	76.0%	74.0%	71.0%	68.0%	93.0%	92.0%	89.0%	88.0%	86.0%	84.0%
Each Year Older Maximum 99%	+0.4%	+0.3%	+0.5%	+0.4%	+0.6%	+0.5%	+0.4%	+0.4%	+0.5%	+0.5%	+0.6%	+0.6%

APPENDIX 1C

Default Schedule Pension Option Actuarial Charts

Age of Spouse in Relation To Participant	50% J&S	50% J&S Pop-Up	75% J&S	75% J&S Pop-Up	100% J&S	100% J&S Pop-Up
Each Year Younger	-0.4%	-0.4%	-0.5%	-0.5%	-0.6%	-0.6%
20 Years Younger	80.0%	79.0%	73.0%	72.0%	67.0%	65.0%
19 Years Younger	80.4%	79.4%	73.5%	72.5%	67.6%	65.6%
18 Years Younger	80.8%	79.8%	74.0%	73.0%	68.2%	66.2%
17 Years Younger	81.2%	80.2%	74.5%	73.5%	68.8%	66.8%
16 Years Younger	81.6%	80.6%	75.0%	74.0%	69.4%	67.4%
15 Years Younger	82.0%	81.0%	75.5%	74.5%	70.0%	68.0%
14 Years Younger	82.4%	81.4%	76.0%	75.0%	70.6%	68.6%
13 Years Younger	82.8%	81.8%	76.5%	75.5%	71.2%	69.2%
12 Years Younger	83.2%	82.2%	77.0%	76.0%	71.8%	69.8%
11 Years Younger	83.6%	82.6%	77.5%	76.5%	72.4%	70.4%
10 Years Younger	84.0%	83.0%	78.0%	77.0%	73.0%	71.0%
9 Years Younger	84.4%	83.4%	78.5%	77.5%	73.6%	71.6%
8 Years Younger	84.8%	83.8%	79.0%	78.0%	74.2%	72.2%
7 Years Younger	85.2%	84.2%	79.5%	78.5%	74.8%	72.8%
6 Years Younger	85.6%	84.6%	80.0%	79.0%	75.4%	73.4%
5 Years Younger	86.0%	85.0%	80.5%	79.5%	76.0%	74.0%
4 Years Younger	86.4%	85.4%	81.0%	80.0%	76.6%	74.6%
3 Years Younger	86.8%	85.8%	81.5%	80.5%	77.2%	75.2%
2 Years Younger	87.2%	86.2%	82.0%	81.0%	77.8%	75.8%
1 Year Younger	87.6%	86.6%	82.5%	81.5%	78.4%	76.4%
Same Age	88.0%	87.0%	83.0%	82.0%	79.0%	77.0%
1 Year Older	88.4%	87.4%	83.5%	82.5%	79.6%	77.6%
2 Years Older	88.8%	87.8%	84.0%	83.0%	80.2%	78.2%
3 Years Older	89.2%	88.2%	84.5%	83.5%	80.8%	78.8%
4 Years Older	89.6%	88.6%	85.0%	84.0%	81.4%	79.4%
5 Years Older	90.0%	89.0%	85.5%	84.5%	82.0%	80.0%
6 Years Older	90.4%	89.4%	86.0%	85.0%	82.6%	80.6%
7 Years Older	90.8%	89.8%	86.5%	85.5%	83.2%	81.2%
8 Years Older	91.2%	90.2%	87.0%	86.0%	83.8%	81.8%
9 Years Older	91.6%	90.6%	87.5%	86.5%	84.4%	82.4%
10 Years Older	92.0%	91.0%	88.0%	87.0%	85.0%	83.0%
Each Year Older	+0.4%	+0.4%	+0.5%	+0.5%	+0.6%	+0.6%
Maximum 99%						

APPENDIX 2A

10-Year Certain Option Actuarial Chart Effective December 1, 1990

<u>Pensioner's Age</u>	<u>Reduction Factor</u>
48	98.67%
49	98.52%
50	98.35%
51	98.18%
52	97.98%
53	97.78%
54	97.54%
55	97.29%
56	97.00%
57	96.68%
58	96.31%
59	95.89%
60	95.41%
61	94.88%
62	94.27%
63	93.59%
64	92.83%
65	91.99%
66	91.08%
67	90.09%
68	89.04%
69	87.92%
70	86.73%
71	85.49%

APPENDIX 2B

10-Year Certain Option Actuarial Chart Default Schedule

<u>Pensioner's Age</u>	<u>Reduction Factor</u>
48	98.54%
49	98.37%
50	98.18%
51	97.99%
52	97.77%
53	97.54%
54	97.28%
55	97.00%
56	96.68%
57	96.32%
58	95.91%
59	95.45%
60	94.92%
61	94.32%
62	93.66%
63	92.90%
64	92.06%
65	91.11%
66	90.08%
67	88.97%
68	87.77%
69	86.49%
70	85.12%
71	83.69%

APPENDIX 2C

Early Retirement Factors For Default Schedule

Y e a r s	AGE	Months											
		0	1	2	3	4	5	6	7	8	9	10	11
	55	40.00%	40.30%	40.60%	40.90%	41.19%	41.49%	41.79%	42.09%	42.39%	42.69%	42.96%	43.26%
	56	43.56%	43.90%	44.23%	44.55%	44.87%	45.19%	45.52%	45.64%	46.16%	46.46%	46.61%	47.13%
	57	47.45%	47.81%	48.17%	48.53%	48.88%	49.24%	49.60%	49.96%	50.32%	50.68%	51.03%	51.39%
	58	51.75%	52.15%	52.55%	52.95%	53.34%	53.74%	54.14%	54.54%	54.94%	55.34%	55.73%	56.13%
	59	56.53%	56.97%	57.42%	57.86%	58.31%	58.75%	59.20%	59.64%	60.08%	60.53%	60.97%	61.42%
	60	61.86%	62.36%	62.85%	63.35%	63.85%	64.34%	64.64%	65.34%	65.83%	66.33%	66.83%	67.32%
	61	67.82%	68.38%	68.93%	69.49%	70.04%	70.60%	71.16%	71.71%	72.27%	72.82%	73.38%	73.93%
	62	74.49%	75.12%	75.74%	76.37%	76.99%	77.62%	78.24%	78.87%	79.49%	80.12%	80.74%	81.37%
	63	81.99%	82.69%	83.40%	64.10%	64.81%	85.51%	86.22%	86.92%	87.62%	88.33%	89.03%	89.74%
	64	90.44%	91.24%	92.03%	92.83%	93.63%	94.42%	95.22%	96.02%	96.81%	97.61%	98.41%	99.20%

APPENDIX 3

PLAN A SUPPLEMENTAL

The following charts shows the maximum supplemental benefit you can receive if you retire at age 65 with 25 years of service, or if you retire on a Golden 80 or Golden 90 Pension.

Employee Participants

With Pensions Effective on or after January 1, 2000

<i>Final Benefit Level</i>	<i>Supplemental Benefit Per Month</i>
\$ 25 – 699	\$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 and over	200 maximum

Union Officer Participants

With Pensions Effective on or after January 1, 2000

<i>Final Benefit Level</i>	<i>Supplemental Benefit Per Month</i>
\$ 25 – 699	\$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 – 1399	200
1400 – 1499	225
1500 – 1599	250
1600 – 1699	275
1700 and over	300 maximum

If you retire with a **Plan A** Pension, all **Plan A** rules apply to the determination and reduction of the **Plan A** Supplemental amount. If you retire on a **Plan B** Pension, the **Plan B** rules apply to the determination and reduction of the **Plan A** Supplemental amount. If you retire on a **Plan CC** Pension, or on a **Golden 80** or **Golden 90** Pension, you will receive the full Supplemental benefit for your final benefit level.

PLAN A SUPPLEMENTAL

The following charts shows the maximum supplemental benefit you can receive if you retire at age 65 with 25 years of service, or if you retire on a Golden 80 or Golden 90 Pension.

Employee Participants

With Pensions Effective April 1991 through December 1999

<i>Final Benefit Level</i>	<i>Supplemental Benefit Per Month</i>
\$ 600 – 699	\$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 and over	200 maximum

Union Officer Participants

With Pensions Effective April 1991 through December 1999

<i>Final Benefit Level</i>	<i>Supplemental Benefit Per Month</i>
\$ 600 – 699	\$ 25
700 – 799	50
800 – 899	75
900 – 999	100
1000 – 1099	125
1100 – 1199	150
1200 – 1299	175
1300 – 1399	200
1400 – 1499	225
1500 – 1599	250
1600 – 1699	275
1700 and over	300 maximum

If you retire with a **Plan A** Pension, all **Plan A** rules apply to the determination and reduction of the **Plan A** Supplemental amount. If you retire on a **Plan B** Pension, the **Plan B** rules apply to the determination and reduction of the **Plan A** Supplemental amount. If you retire on a **Plan CC** Pension, or on a **Golden 80** or **Golden 90** Pension, you will receive the full Supplemental benefit for your final benefit level.

APPENDIX 4

PENSION BENEFIT LEVEL CONTRIBUTION RATE CHARTS (Collective Bargaining Employees) Effective July 1, 1991

For your reference, we have included on the following pages contribution rate charts, which give you the pension benefit level and the cost associated with each level by Plan.

We want to point out that all Participants of the Plan are covered by Plan A, which is the base Plan offered by the Fund. Plan C–Golden 90, Plan G–Golden 80, Plan CC–Golden 80 (due to plant closing or permanent reduction in force) and Plan D (1%, 2%, 3% or 4%) are Plan options which can be collectively bargained in addition to Plan A.

In determining the cost of options, please note that if your Collective Bargaining Agreement provides for Plan G or Plan CC, or Plan G or Plan CC is being negotiated, you must also include the cost of Plan C. For example: the cost of an \$800 pension, based on a 40 hour per week contribution rate, for Plans A and G–Golden 80 would be determined as follows: Plan A 87¢, Plan C 16¢ and Plan G 24¢. The total cost would be \$1.27.

35 Hour Week

Benefit Level	Plans							
	A	C	CC	G	D-1%	D-2%	D-3%	D-4%
\$ 25	\$.0229	\$.0057	\$.0014	\$.0086	\$.0029	\$.0057	\$.0086	\$.0114
50	.0457	.0114	.0029	.0171	.0057	.0114	.0171	.0229
75	.0686	.0171	.0043	.0257	.0086	.0171	.0257	.0343
100	.0914	.0229	.0057	.0343	.0114	.0229	.0343	.0457
125	.1143	.0286	.0071	.0429	.0143	.0286	.0429	.0571
150	.1371	.0343	.0086	.0514	.0171	.0343	.0514	.0686
175	.1600	.0400	.0100	.0600	.0200	.0400	.0600	.0800
200	.1829	.0457	.0114	.0686	.0229	.0457	.0686	.0914
225	.2057	.0514	.0129	.0771	.0257	.0514	.0771	.1029
250	.2286	.0571	.0143	.0857	.0286	.0571	.0857	.1143
275	.2514	.0629	.0157	.0943	.0314	.0629	.0943	.1257
300	.2743	.0686	.0171	.1029	.0343	.0686	.1029	.1371
325	.2971	.0743	.0186	.1114	.0371	.0743	.1114	.1486
350	.3200	.0800	.0200	.1200	.0400	.0800	.1200	.1600
375	.3429	.0857	.0214	.1286	.0429	.0857	.1286	.1714
400	.3657	.0914	.0229	.1371	.0457	.0914	.1371	.1829
425	.3943	.0971	.0243	.1457	.0486	.0971	.1457	.1943
450	.4229	.1029	.0257	.1543	.0514	.1029	.1543	.2057
475	.4514	.1086	.0271	.1629	.0543	.1086	.1629	.2171
500	.4800	.1143	.0286	.1714	.0571	.1143	.1714	.2286
525	.5200	.1200	.0300	.1800	.0600	.1200	.1800	.2400
550	.5600	.1257	.0314	.1886	.0629	.1257	.1886	.2514
575	.6000	.1314	.0329	.1971	.0657	.1314	.1971	.2629
600	.6400	.1371	.0343	.2057	.0686	.1371	.2057	.2743
625	.6829	.1429	.0357	.2143	.0714	.1429	.2143	.2857
650	.7257	.1486	.0371	.2229	.0743	.1486	.2229	.2971
675	.7686	.1543	.0386	.2314	.0771	.1543	.2314	.3086
700	.8114	.1600	.0400	.2400	.0800	.1600	.2400	.3200
725	.8571	.1657	.0414	.2486	.0829	.1657	.2486	.3314
750	.9029	.1714	.0429	.2571	.0857	.1714	.2571	.3429
775	.9486	.1771	.0443	.2657	.0886	.1771	.2657	.3543
800	.9943	.1829	.0457	.2743	.0914	.1829	.2743	.3657
825	1.0429	.1886	.0471	.2829	.0943	.1886	.2829	.3771
850	1.0914	.1943	.0486	.2914	.0971	.1943	.2914	.3886
875	1.1400	.2000	.0500	.3000	.1000	.2000	.3000	.4000
900	1.1886	.2057	.0514	.3086	.1029	.2057	.3086	.4114
925	1.2371	.2114	.0529	.3171	.1057	.2114	.3171	.4229
950	1.2857	.2171	.0543	.3257	.1086	.2171	.3257	.4343
975	1.3343	.2229	.0557	.3343	.1114	.2229	.3343	.4457
1,000	1.3829	.2286	.0571	.3429	.1143	.2286	.3429	.4571
1,025	1.4371	.2343	.0586	.3514	.1171	.2343	.3514	.4686
1,050	1.4914	.2400	.0600	.3600	.1200	.2400	.3600	.4800
1,075	1.5457	.2457	.0614	.3686	.1229	.2457	.3686	.4914
1,100	1.6000	.2514	.0629	.3771	.1257	.2514	.3771	.5029
1,125	1.6571	.2571	.0643	.3857	.1286	.2571	.3857	.5143
1,150	1.7143	.2629	.0657	.3943	.1314	.2629	.3943	.5257
1,175	1.7714	.2686	.0671	.4029	.1343	.2686	.4029	.5371
1,200	1.8286	.2743	.0686	.4114	.1371	.2743	.4114	.5486

35 Hour Week (continued)

Benefit Level	Plans							
	A	C	CC	G	D-1%	D-2%	D-3%	D-4%
\$ 1,225	1.8886	.2800	.0700	.4200	.1400	.2800	.4200	.5600
1,250	1.9486	.2857	.0714	.4286	.1429	.2857	.4286	.5714
1,275	2.0086	.2914	.0729	.4371	.1457	.2914	.4371	.5829
1,300	2.0686	.2971	.0743	.4457	.1486	.2971	.4457	.5943
1,325	2.1314	.3029	.0757	.4543	.1514	.3029	.4543	.6057
1,350	2.1943	.3086	.0771	.4629	.1543	.3086	.4629	.6171
1,375	2.2571	.3143	.0786	.4714	.1571	.3143	.4714	.6286
1,400	2.3200	.3200	.0800	.4800	.1600	.3200	.4800	.6400
1,425	2.3857	.3257	.0814	.4886	.1629	.3257	.4886	.6514
1,450	2.4514	.3314	.0829	.4971	.1657	.3314	.4971	.6629
1,475	2.5171	.3371	.0843	.5057	.1686	.3371	.5057	.6743
1,500	2.5829	.3429	.0857	.5143	.1714	.3429	.5143	.6857
1,525	2.6514	.3486	.0871	.5229	.1743	.3486	.5229	.6971
1,550	2.7200	.3543	.0886	.5314	.1771	.3543	.5314	.7086
1,575	2.7886	.3600	.0900	.5400	.1800	.3600	.5400	.7200
1,600	2.8571	.3657	.0914	.5486	.1829	.3657	.5486	.7314
1,625	2.9286	.3714	.0929	.5571	.1857	.3714	.5571	.7429
1,650	3.0000	.3771	.0943	.5657	.1886	.3771	.5657	.7543
1,675	3.0714	.3829	.0957	.5743	.1914	.3829	.5743	.7657
1,700	3.1429	.3886	.0971	.5829	.1943	.3886	.5829	.7771
1,725	3.2171	.3943	.0986	.5914	.1971	.3943	.5914	.7886
1,750	3.2914	.4000	.1000	.6000	.2000	.4000	.6000	.8000
1,775	3.3657	.4057	.1014	.6086	.2029	.4057	.6086	.8114
1,800	3.4400	.4114	.1029	.6171	.2057	.4114	.6171	.8229
1,825	3.4771	.4171	.1043	.6257	.2086	.4171	.6257	.8343
1,850	3.5371	.4229	.1057	.6343	.2114	.4229	.6343	.8457
1,875	3.5971	.4286	.1071	.6429	.2143	.4286	.6429	.8571
1,900	3.6571	.4343	.1086	.6514	.2171	.4343	.6514	.8686
1,925	3.7200	.4400	.1100	.6600	.2200	.4400	.6600	.8800
1,950	3.7829	.4457	.1114	.6686	.2229	.4457	.6686	.8914
1,975	3.8457	.4514	.1129	.6771	.2257	.4514	.6771	.9029
2,000	3.9086	.4571	.1143	.6857	.2286	.4571	.6857	.9143

37 1/2 Hour Week

Benefit Level	Plans							
	A	C	CC	G	D-1%	D-2%	D-3%	D-4%
\$ 25	\$.0213	\$.0053	\$.0013	\$.0080	\$.0027	\$.0053	\$.0080	\$.0107
50	.0427	.0107	.0027	.0160	.0053	.0107	.0160	.0213
75	.0640	.0160	.0040	.0240	.0080	.0160	.0240	.0320
100	.0853	.0213	.0053	.0320	.0107	.0213	.0320	.0427
125	.1067	.0267	.0067	.0400	.0133	.0267	.0400	.0533
150	.1280	.0320	.0080	.0480	.0160	.0320	.0480	.0640
175	.1493	.0373	.0093	.0560	.0187	.0373	.0560	.0747
200	.1707	.0427	.0107	.0640	.0213	.0427	.0640	.0853
225	.1920	.0480	.0120	.0720	.0240	.0480	.0720	.0960
250	.2133	.0533	.0133	.0800	.0267	.0533	.0800	.1067
275	.2347	.0587	.0147	.0880	.0293	.0587	.0880	.1173
300	.2560	.0640	.0160	.0960	.0320	.0640	.0960	.1280
325	.2773	.0693	.0173	.1040	.0347	.0693	.1040	.1387
350	.2987	.0747	.0187	.1120	.0373	.0747	.1120	.1493
375	.3200	.0800	.0200	.1200	.0400	.0800	.1200	.1600
400	.3413	.0853	.0213	.1280	.0427	.0853	.1280	.1707
425	.3680	.0907	.0227	.1360	.0453	.0907	.1360	.1813
450	.3947	.0960	.0240	.1440	.0480	.0960	.1440	.1920
475	.4213	.1013	.0253	.1520	.0507	.1013	.1520	.2027
500	.4480	.1067	.0267	.1600	.0533	.1067	.1600	.2133
525	.4853	.1120	.0280	.1680	.0560	.1120	.1680	.2240
550	.5227	.1173	.0293	.1760	.0587	.1173	.1760	.2347
575	.5600	.1227	.0307	.1840	.0613	.1227	.1840	.2453
600	.5973	.1280	.0320	.1920	.0640	.1280	.1920	.2560
625	.6373	.1333	.0333	.2000	.0667	.1333	.2000	.2667
650	.6773	.1387	.0347	.2080	.0693	.1387	.2080	.2773
675	.7173	.1440	.0360	.2160	.0720	.1440	.2160	.2880
700	.7573	.1493	.0373	.2240	.0747	.1493	.2240	.2987
725	.8000	.1547	.0387	.2320	.0773	.1547	.2320	.3093
750	.8427	.1600	.0400	.2400	.0800	.1600	.2400	.3200
775	.8853	.1653	.0413	.2480	.0827	.1653	.2480	.3307
800	.9280	.1707	.0427	.2560	.0853	.1707	.2560	.3413
825	.9733	.1760	.0440	.2640	.0880	.1760	.2640	.3520
850	1.0187	.1813	.0453	.2720	.0907	.1813	.2720	.3627
875	1.0640	.1867	.0467	.2800	.0933	.1867	.2800	.3733
900	1.1093	.1920	.0480	.2880	.0960	.1920	.2880	.3840
925	1.1547	.1973	.0493	.2960	.0987	.1973	.2960	.3947
950	1.2000	.2027	.0507	.3040	.1013	.2027	.3040	.4053
975	1.2453	.2080	.0520	.3120	.1040	.2080	.3120	.4160
1,000	1.2907	.2133	.0533	.3200	.1067	.2133	.3200	.4267
1,025	1.3413	.2187	.0547	.3280	.1093	.2187	.3280	.4373
1,050	1.3920	.2240	.0560	.3360	.1120	.2240	.3360	.4480
1,075	1.4427	.2293	.0573	.3440	.1147	.2293	.3440	.4587
1,100	1.4933	.2347	.0587	.3520	.1173	.2347	.3520	.4693
1,125	1.5467	.2400	.0600	.3600	.1200	.2400	.3600	.4800
1,150	1.6000	.2453	.0613	.3680	.1227	.2453	.3680	.4907
1,175	1.6533	.2507	.0627	.3760	.1253	.2507	.3760	.5013
1,200	1.7067	.2560	.0640	.3840	.1280	.2560	.3840	.5120

3712 Hour Week (continued)

Benefit Level	Plans							
	A	C	CC	G	D-1%	D-2%	D-3%	D-4%
\$ 1,225	1.7627	.2613	.0653	.3920	.1307	.2613	.3920	.5227
1,250	1.8187	.2667	.0667	.4000	.1333	.2667	.4000	.5333
1,275	1.8747	.2720	.0680	.4080	.1360	.2720	.4080	.5440
1,300	1.9307	.2773	.0693	.4160	.1387	.2773	.4160	.5547
1,325	1.9893	.2827	.0707	.4240	.1413	.2827	.4240	.5653
1,350	2.0480	.2880	.0720	.4320	.1440	.2880	.4320	.5760
1,375	2.1067	.2933	.0733	.4400	.1467	.2933	.4400	.5867
1,400	2.1653	.2987	.0747	.4480	.1493	.2987	.4480	.5973
1,425	2.2267	.3040	.0760	.4560	.1520	.3040	.4560	.6080
1,450	2.2880	.3093	.0773	.4640	.1547	.3093	.4640	.6187
1,475	2.3493	.3147	.0787	.4720	.1573	.3147	.4720	.6293
1,500	2.4107	.3200	.0800	.4800	.1600	.3200	.4800	.6400
1,525	2.4747	.3253	.0813	.4880	.1627	.3253	.4880	.6507
1,550	2.5387	.3307	.0827	.4960	.1653	.3307	.4960	.6613
1,575	2.6027	.3360	.0840	.5040	.1680	.3360	.5040	.6720
1,600	2.6667	.3413	.0853	.5120	.1707	.3413	.5120	.6827
1,625	2.7333	.3467	.0867	.5200	.1733	.3467	.5200	.6933
1,650	2.8000	.3520	.0880	.5280	.1760	.3520	.5280	.7040
1,675	2.8667	.3573	.0893	.5360	.1787	.3573	.5360	.7147
1,700	2.9333	.3627	.0907	.5440	.1813	.3627	.5440	.7253
1,725	3.0027	.3680	.0920	.5520	.1840	.3680	.5520	.7360
1,750	3.0720	.3733	.0933	.5600	.1867	.3733	.5600	.7467
1,775	3.1413	.3787	.0947	.5680	.1893	.3787	.5680	.7573
1,800	3.2107	.3840	.0960	.5760	.1920	.3840	.5760	.7680
1,825	3.2453	.3893	.0973	.5840	.1947	.3893	.5840	.7787
1,850	3.3013	.3947	.0987	.5920	.1973	.3947	.5920	.7893
1,875	3.3573	.4000	.1000	.6000	.2000	.4000	.6000	.8000
1,900	3.4133	.4053	.1013	.6080	.2027	.4053	.6080	.8107
1,925	3.4720	.4107	.1027	.6160	.2053	.4107	.6160	.8213
1,950	3.5307	.4160	.1040	.6240	.2080	.4160	.6240	.8320
1,975	3.5893	.4213	.1053	.6320	.2107	.4213	.6320	.8427
2,000	3.6480	.4267	.1067	.6400	.2133	.4267	.6400	.8533

40 Hour Week

Benefit Level	Plans							
	A	C	CC	G	D-1%	D-2%	D-3%	D-4%
\$ 25	\$.0200	\$.0050	\$.0013	\$.0075	\$.0025	\$.0050	\$.0075	\$.0100
50	.0400	.0100	.0025	.0150	.0050	.0100	.0150	.0200
75	.0600	.0150	.0038	.0225	.0075	.0150	.0225	.0300
100	.0800	.0200	.0050	.0300	.0100	.0200	.0300	.0400
125	.1000	.0250	.0063	.0375	.0125	.0250	.0375	.0500
150	.1200	.0300	.0075	.0450	.0150	.0300	.0450	.0600
175	.1400	.0350	.0088	.0525	.0175	.0350	.0525	.0700
200	.1600	.0400	.0100	.0600	.0200	.0400	.0600	.0800
225	.1800	.0450	.0113	.0675	.0225	.0450	.0675	.0900
250	.2000	.0500	.0125	.0750	.0250	.0500	.0750	.1000
275	.2200	.0550	.0138	.0825	.0275	.0550	.0825	.1100
300	.2400	.0600	.0150	.0900	.0300	.0600	.0900	.1200
325	.2600	.0650	.0163	.0975	.0325	.0650	.0975	.1300
350	.2800	.0700	.0175	.1050	.0350	.0700	.1050	.1400
375	.3000	.0750	.0188	.1125	.0375	.0750	.1125	.1500
400	.3200	.0800	.0200	.1200	.0400	.0800	.1200	.1600
425	.3450	.0850	.0213	.1275	.0425	.0850	.1275	.1700
450	.3700	.0900	.0225	.1350	.0450	.0900	.1350	.1800
475	.3950	.0950	.0238	.1425	.0475	.0950	.1425	.1900
500	.4200	.1000	.0250	.1500	.0500	.1000	.1500	.2000
525	.4550	.1050	.0263	.1575	.0525	.1050	.1575	.2100
550	.4900	.1100	.0275	.1650	.0550	.1100	.1650	.2200
575	.5250	.1150	.0288	.1725	.0575	.1150	.1725	.2300
600	.5600	.1200	.0300	.1800	.0600	.1200	.1800	.2400
625	.5975	.1250	.0313	.1875	.0625	.1250	.1875	.2500
650	.6350	.1300	.0325	.1950	.0650	.1300	.1950	.2600
675	.6725	.1350	.0338	.2025	.0675	.1350	.2025	.2700
700	.7100	.1400	.0350	.2100	.0700	.1400	.2100	.2800
725	.7500	.1450	.0363	.2175	.0725	.1450	.2175	.2900
750	.7900	.1500	.0375	.2250	.0750	.1500	.2250	.3000
775	.8300	.1550	.0388	.2325	.0775	.1550	.2325	.3100
800	.8700	.1600	.0400	.2400	.0800	.1600	.2400	.3200
825	.9125	.1650	.0413	.2475	.0825	.1650	.2475	.3300
850	.9550	.1700	.0425	.2550	.0850	.1700	.2550	.3400
875	.9975	.1750	.0438	.2625	.0875	.1750	.2625	.3500
900	1.0400	.1800	.0450	.2700	.0900	.1800	.2700	.3600
925	1.0825	.1850	.0463	.2775	.0925	.1850	.2775	.3700
950	1.1250	.1900	.0475	.2850	.0950	.1900	.2850	.3800
975	1.1675	.1950	.0488	.2925	.0975	.1950	.2925	.3900
1,000	1.2100	.2000	.0500	.3000	.1000	.2000	.3000	.4000
1,025	1.2575	.2050	.0513	.3075	.1025	.2050	.3075	.4100
1,050	1.3050	.2100	.0525	.3150	.1050	.2100	.3150	.4200
1,075	1.3525	.2150	.0538	.3225	.1075	.2150	.3225	.4300
1,100	1.4000	.2200	.0550	.3300	.1100	.2200	.3300	.4400
1,125	1.4500	.2250	.0563	.3375	.1125	.2250	.3375	.4500
1,150	1.5000	.2300	.0575	.3450	.1150	.2300	.3450	.4600
1,175	1.5500	.2350	.0588	.3525	.1175	.2350	.3525	.4700
1,200	1.6000	.2400	.0600	.3600	.1200	.2400	.3600	.4800

40 Hour Week (continued)

Benefit Level	Plans							
	A	C	CC	G	D-1%	D-2%	D-3%	D-4%
\$ 1,225	1.6525	.2450	.0613	.3675	.1225	.2450	.3675	.4900
1,250	1.7050	.2500	.0625	.3750	.1250	.2500	.3750	.5000
1,275	1.7575	.2550	.0638	.3825	.1275	.2550	.3825	.5100
1,300	1.8100	.2600	.0650	.3900	.1300	.2600	.3900	.5200
1,325	1.8650	.2650	.0663	.3975	.1325	.2650	.3975	.5300
1,350	1.9200	.2700	.0675	.4050	.1350	.2700	.4050	.5400
1,375	1.9750	.2750	.0688	.4125	.1375	.2750	.4125	.5500
1,400	2.0300	.2800	.0700	.4200	.1400	.2800	.4200	.5600
1,425	2.0875	.2850	.0713	.4275	.1425	.2850	.4275	.5700
1,450	2.1450	.2900	.0725	.4350	.1450	.2900	.4350	.5800
1,475	2.2025	.2950	.0738	.4425	.1475	.2950	.4425	.5900
1,500	2.2600	.3000	.0750	.4500	.1500	.3000	.4500	.6000
1,525	2.3200	.3050	.0763	.4575	.1525	.3050	.4575	.6100
1,550	2.3800	.3100	.0775	.4650	.1550	.3100	.4650	.6200
1,575	2.4400	.3150	.0788	.4725	.1575	.3150	.4725	.6300
1,600	2.5000	.3200	.0800	.4800	.1600	.3200	.4800	.6400
1,625	2.5625	.3250	.0813	.4875	.1625	.3250	.4875	.6500
1,650	2.6250	.3300	.0825	.4950	.1650	.3300	.4950	.6600
1,675	2.6875	.3350	.0838	.5025	.1675	.3350	.5025	.6700
1,700	2.7500	.3400	.0850	.5100	.1700	.3400	.5100	.6800
1,725	2.8150	.3450	.0863	.5175	.1725	.3450	.5175	.6900
1,750	2.8800	.3500	.0875	.5250	.1750	.3500	.5250	.7000
1,775	2.9450	.3550	.0888	.5325	.1775	.3550	.5325	.7100
1,800	3.0100	.3600	.0900	.5400	.1800	.3600	.5400	.7200
1,825	3.0425	.3650	.0913	.5475	.1825	.3650	.5475	.7300
1,850	3.0950	.3700	.0925	.5550	.1850	.3700	.5550	.7400
1,875	3.1475	.3750	.0938	.5625	.1875	.3750	.5625	.7500
1,900	3.2000	.3800	.0950	.5700	.1900	.3800	.5700	.7600
1,925	3.2550	.3850	.0963	.5775	.1925	.3850	.5775	.7700
1,950	3.3100	.3900	.0975	.5850	.1950	.3900	.5850	.7800
1,975	3.3650	.3950	.0988	.5925	.1975	.3950	.5925	.7900
2,000	3.4200	.4000	.1000	.6000	.2000	.4000	.6000	.8000

Daily Rates

Benefit Level	Plans							
	A	C	CC	G	D-1%	D-2%	D-3%	D-4%
\$ 25	\$.16	\$.04	\$.01	\$.06	\$.02	\$.04	\$.06	\$.08
50	.32	.08	.02	.12	.04	.08	.12	.16
75	.48	.12	.03	.18	.06	.12	.18	.24
100	.64	.16	.04	.24	.08	.16	.24	.32
125	.80	.20	.05	.30	.10	.20	.30	.40
150	.96	.24	.06	.36	.12	.24	.36	.48
175	1.12	.28	.07	.42	.14	.28	.42	.56
200	1.28	.32	.08	.48	.16	.32	.48	.64
225	1.44	.36	.09	.54	.18	.36	.54	.72
250	1.60	.40	.10	.60	.20	.40	.60	.80
275	1.76	.44	.11	.66	.22	.44	.66	.88
300	1.92	.48	.12	.72	.24	.48	.72	.96
325	2.08	.52	.13	.78	.26	.52	.78	1.04
350	2.24	.56	.14	.84	.28	.56	.84	1.12
375	2.40	.60	.15	.90	.30	.60	.90	1.20
400	2.56	.64	.16	.96	.32	.64	.96	1.28
425	2.76	.68	.17	1.02	.34	.68	1.02	1.36
450	2.96	.72	.18	1.08	.36	.72	1.08	1.44
475	3.16	.76	.19	1.14	.38	.76	1.14	1.52
500	3.36	.80	.20	1.20	.40	.80	1.20	1.60
525	3.64	.84	.21	1.26	.42	.84	1.26	1.68
550	3.92	.88	.22	1.32	.44	.88	1.32	1.76
575	4.20	.92	.23	1.38	.46	.92	1.38	1.84
600	4.48	.96	.24	1.44	.48	.96	1.44	1.92
625	4.78	1.00	.25	1.50	.50	1.00	1.50	2.00
650	5.08	1.04	.26	1.56	.52	1.04	1.56	2.08
675	5.38	1.08	.27	1.62	.54	1.08	1.62	2.16
700	5.68	1.12	.28	1.68	.56	1.12	1.68	2.24
725	6.00	1.16	.29	1.74	.58	1.16	1.74	2.32
750	6.32	1.20	.30	1.80	.60	1.20	1.80	2.40
775	6.64	1.24	.31	1.86	.62	1.24	1.86	2.48
800	6.96	1.28	.32	1.92	.64	1.28	1.92	2.56
825	7.30	1.32	.33	1.98	.66	1.32	1.98	2.64
850	7.64	1.36	.34	2.04	.68	1.36	2.04	2.72
875	7.98	1.40	.35	2.10	.70	1.40	2.10	2.80
900	8.32	1.44	.36	2.16	.72	1.44	2.16	2.88
925	8.66	1.48	.37	2.22	.74	1.48	2.22	2.96
950	9.00	1.52	.38	2.28	.76	1.52	2.28	3.04
975	9.34	1.56	.39	2.34	.78	1.56	2.34	3.12
1,000	9.68	1.60	.40	2.40	.80	1.60	2.40	3.20
1,025	10.06	1.64	.41	2.46	.82	1.64	2.46	3.28
1,050	10.44	1.68	.42	2.52	.84	1.68	2.52	3.36
1,075	10.82	1.72	.43	2.58	.86	1.72	2.58	3.44
1,100	11.20	1.76	.44	2.64	.88	1.76	2.64	3.52
1,125	11.60	1.80	.45	2.70	.90	1.80	2.70	3.60
1,150	12.00	1.84	.46	2.76	.92	1.84	2.76	3.68
1,175	12.40	1.88	.47	2.82	.94	1.88	2.82	3.76
1,200	12.80	1.92	.48	2.88	.96	1.92	2.88	3.84

Daily Rates (continued)

Benefit Level	Plans							
	A	C	CC	G	D-1%	D-2%	D-3%	D-4%
\$ 1,225	13.22	1.96	.49	2.94	.98	1.96	2.94	3.92
1,250	13.64	2.00	.50	3.00	1.00	2.00	3.00	4.00
1,275	14.06	2.04	.51	3.06	1.02	2.04	3.06	4.08
1,300	14.48	2.08	.52	3.12	1.04	2.08	3.12	4.16
1,325	14.92	2.12	.53	3.18	1.06	2.12	3.18	4.24
1,350	15.36	2.16	.54	3.24	1.08	2.16	3.24	4.32
1,375	15.80	2.20	.55	3.30	1.10	2.20	3.30	4.40
1,400	16.24	2.24	.56	3.36	1.12	2.24	3.36	4.48
1,425	16.70	2.28	.57	3.42	1.14	2.28	3.42	4.56
1,450	17.16	2.32	.58	3.48	1.16	2.32	3.48	4.64
1,475	17.62	2.36	.59	3.54	1.18	2.36	3.54	4.72
1,500	18.08	2.40	.60	3.60	1.20	2.40	3.60	4.80
1,525	18.56	2.44	.61	3.66	1.22	2.44	3.66	4.88
1,550	19.04	2.48	.62	3.72	1.24	2.48	3.72	4.96
1,575	19.52	2.52	.63	3.78	1.26	2.52	3.78	5.04
1,600	20.00	2.56	.64	3.84	1.28	2.56	3.84	5.12
1,625	20.50	2.60	.65	3.90	1.30	2.60	3.90	5.20
1,650	21.00	2.64	.66	3.96	1.32	2.64	3.96	5.28
1,675	21.50	2.68	.67	4.02	1.34	2.68	4.02	5.36
1,700	22.00	2.72	.68	4.08	1.36	2.72	4.08	5.44
1,725	22.52	2.76	.69	4.14	1.38	2.76	4.14	5.52
1,750	23.04	2.80	.70	4.20	1.40	2.80	4.20	5.60
1,775	23.56	2.84	.71	4.26	1.42	2.84	4.26	5.68
1,800	24.08	2.88	.72	4.32	1.44	2.88	4.32	5.76
1,825	24.34	2.92	.73	4.38	1.46	2.92	4.38	5.84
1,850	24.76	2.96	.74	4.44	1.48	2.96	4.44	5.92
1,875	25.18	3.00	.75	4.50	1.50	3.00	4.50	6.00
1,900	25.60	3.04	.76	4.56	1.52	3.04	4.56	6.08
1,925	26.04	3.08	.77	4.62	1.54	3.08	4.62	6.16
1,950	26.48	3.12	.78	4.68	1.56	3.12	4.68	6.24
1,975	26.92	3.16	.79	4.74	1.58	3.16	4.74	6.32
2,000	27.36	3.20	.80	4.80	1.60	3.20	4.80	6.40

APPENDIX 4A

CONTRIBUTION RATE CHART

For New Accounts and Benefit Level Increases
Ratified on or After January 1, 2013*

Benefit Plan	Rate per \$25 of PBL**
Plan A	.2138
Plan C	.0098
Plan CC	.0033
Plan G	.0198
Plan D-1	.0060
Plan D-2	.0118
Plan D-3	.0175
Plan D-4	.0235

*The above rates will apply in the following circumstances:

- ◆ An employer first becomes a contributing employer to the Fund after the New Pool of withdrawal liability, authorized by the November 7, 2012 amendment to the Fund's withdrawal liability rules, is established;
- ◆ An existing employer and a local union negotiate a benefit level increase in an existing Account on or after January 1, 2013.

See Section 4.26 of the Rules and Regulations for details.

**The rates shown above are for a 40-hour workweek.

APPENDIX 5

RULES FOR TOP HEAVY PLANS APPLICABLE ONLY TO CONTRIBUTING CREDIT UNIONS

A(5).01 DEFINITIONS

(a) "Key Employee" means any Employee or former Employee (and any beneficiary of such employee) who at any time during the determination period was:

- (1) an officer of a Contributing Credit Union, having an annual compensation greater than 150 percent of the dollar limit in effect under Section 415(c)(1)(A) of the Internal Revenue Code for Plan Years beginning after December 31, 1984; and, for Plan Years beginning after December 31, 1986, having annual compensation greater than 50 percent of the amount in effect under section 415(b)(1)(A) of the Internal Revenue Code;
- (2) one of the ten Employees of the Contributing Credit Union having annual compensation from the Contributing Credit Union of more than the limitation in effect under section 415(c)(1)(A) of the Internal Revenue Code and owning (or considered owning under section 318 of the Internal Revenue Code) the largest interests in the Contributing Credit Union;
- (3) a more than five percent owner of a Contributing Credit Union; or
- (4) a more than one percent owner of a Contributing Credit Union who has an annual compensation of more than \$150,000.

For Plan Years beginning after December 31, 2001, "Key Employee" means any Employee or former Employee (including any deceased employee) who at any time during the Plan Year that includes the Determination Date was an officer of a Contributing Credit Union having annual compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Internal Revenue Code for Plan Years beginning after December 31, 2002), a 5-percent owner of a Contributing Credit Union, or a one-percent owner of a Contributing Credit Union having annual Compensation of more than \$150,000. For this purpose, annual Compensation means compensation within the meaning of Section 415(c)(3) of the Internal Revenue Code. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

The determination period of the Plan is the Plan Year containing the Determination Date (defined in Section A(5).01(1)) and the four preceding Plan Years.

(b) "Top-Heavy Plan" means, with respect to each Contributing Credit Union considered individually, this Plan for any Plan Year beginning after December 31, 1983, if any of the following conditions exist:

- (1) the Top-Heavy Ratio with respect to a Contributing Credit Union exceeds 60 percent and this Plan is no part of any Required Aggregation Group or Permissive Aggregation Group of plans, or

(2) this Plan is a part of a Required Aggregation Group of plans (but which is not part of a Permissive Aggregation Group) and the Top-Heavy Ratio for the group of plans exceeds 60 percent, or

(3) this Plan is a part of a Required Aggregation Group of plans and part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60 percent.

(c) "Top-Heavy Ratio" means:

(1) If a Contributing Credit Union maintains one or more defined benefit plans and such Employer has never maintained any defined contribution plans (including any simplified employee pension plan) which during the five-year period ending on the Determination Date have covered or could cover a Participant in this Plan, the Top-Heavy Ratio is a fraction, the numerator of which is the sum of the present values of accrued pensions of all Key Employees of the Contributing Credit Union as of the Determination Date (including any part of any accrued pensions distributed in the five-year period ending on the Determination Date), and the denominator of which is the sum of the present value of all accrued pensions (including any part of any accrued pension distributed in the five-year period ending on the Determination Date) of all Participants of the Contributing Credit Union as of the Determination Date, determined pursuant to section 416 of the Internal Revenue Code and the regulations thereunder.

(2) If a Contributing Credit Union maintains one or more defined benefit plans and such Contributing Credit Union maintains or has maintained one or more defined contribution plans (including any simplified employee pension plan) which during the five-year period ending on the Determination Date have covered or could cover a Participant in this Plan, the Top-Heavy Ratio is a fraction, the numerator of which is the sum of the present value of accrued pensions under the defined benefit plans for all such Key Employees of the Contributing Credit Union and the sum of account balances under the defined contribution plans for all such Key Employees and the denominator of which is the sum of the present value of accrued pensions under the defined benefit plans for all participants of the Contributing Credit Union and the sum of the account balances under the defined contribution plans for all such participants, all determined pursuant to section 416 of the Internal Revenue Code and the regulations thereunder. The present value of accrued pensions and the account balances in both the numerator and

denominator of the Top-Heavy Ratio are increased for any distribution of an account balance or accrued pension made in the five-year period ending on the Determination Date.

- (3) For purposes of (1) and (2) above, the value of account balances and the present value of accrued pensions will be determined as of the most recent Valuation Date that falls within or ends with the 12-month period ending on the Determination Date. The account balances and accrued pensions of a Participant who is not a Key Employee but who was a Key Employee in a prior year will be disregarded. For Plan Years beginning after December 31, 1984 the accrued pension and account balance for any individual who has not received compensation from any Contributing Credit Union (other than Plan benefits) during the five-year period ending on the Determination Date will not be taken into account. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account, will be made pursuant to section 416 of the Internal Revenue Code and the regulations thereunder. Deductible employee contributions will be taken into account for purposes of computing the Top-Heavy Ratio for Plan Years beginning after 1984. When aggregating plans, the value of account balances and accrued pensions will be calculated with reference to the Determination Dates that fall within the same calendar year. In the case of a defined contribution plan not subject to the minimum requirements of section 412 of the Internal Revenue Code, only Contributions actually made after the Valuation Date but on or before the Determination Date will be included in the account balance.

For Plan Years beginning after December 31, 2001, the present values of accrued benefits and the amounts of account balances of an employee as of the Valuation Date shall be increased by the distributions made with respect to the employee under this Plan and any plan aggregated with this Plan under Section 416(g)(2) of the Internal Revenue Code during the one-year period ending on the Valuation Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the plan under Section 416(g)(2)(A)(i) of the Internal Revenue Code. In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting "five-year period" for "one year period."

- (d) "Required Aggregation Group" means (1) each qualified plan of a Contributing Credit Union in which at least one Key Employee participates, and (2) any other qualified plan of such Contributing Credit Union which enables a plan described in (1) to satisfy the requirements of section 401(a)(4) and section 410 of the Internal Revenue Code.

- (e) "Permissive Aggregation Group" means the Required Aggregation Group of plans plus any other plan or plans of a Contributing Credit Union which, when considered a group with the Required Aggregation Group, would continue to satisfy the requirements of section 401(a)(4) and section 410 of the Internal Revenue Code.
- (f) "Determination Date" means, for any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year, and for the first Plan Year of the Plan, the last day of that year.
- (g) "Valuation Date" means, for each defined benefit plan, the date used to determine costs for section 412 of the Internal Revenue Code for the Plan Year ending on the Determination Date and, for each defined contribution plan, the last scheduled date for determining adjusted accounts in the Plan Year ending on the Determination Date.
- (h) "Present Value" means, when used to determine the present value of accrued pensions for the Top-Heavy Ratio, the 1984 Unisex Pensioner Mortality Table and six percent interest. Prior to January 1, 1989, Present Value was based on the Plan's actuary's valuation interest assumptions last reported to the Board and the unisex mortality table underlying the PBGC annuity rates for the current calendar year.
- (i) "Top-Heavy Compensation" means W-2 compensation from the Contributing Credit Union for the calendar year ending with or within the Plan Year.
- (j) "Top-Heavy Average Compensation" means the average of Top-Heavy Compensation for the five highest paid consecutive calendar years during the period ending on the last day of the most recent Top-Heavy Plan Year. Years in which the Participant is not credited with a Vesting Unit are excluded from the average.

A(5).02 MINIMUM ACCRUED PENSION

- (a) Notwithstanding any other provision in this Plan except (b), (c) and (d) below, for any Plan Year in which this Plan is Top-Heavy with respect to a Contributing Credit Union, each Participant of such Employer who is credited with a Vesting Unit will accrue a benefit (expressed as a life annuity commencing at the Participant's Normal Retirement Date) of not less than two percent of Participant's Top-Heavy Average Compensation. This minimum accrual is determined without regard to any Social Security contribution. The minimum accrual applies even though under other Plan provisions the Participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the year because (1) the Participant's compensation is less than a stated amount, (2) Participant is not employed on the last day of the accrual computation period, or (3) the Plan is integrated with Social Security.
- (b) No additional benefit accruals will be provided pursuant to (a) above to the extent that the total accruals on behalf of the Participant will provide a benefit expressed as a life annuity commencing at the Participant's Normal Retirement Date that equals or exceeds 20 percent of the Participant's Top-Heavy Average Compensation.

- (c) The provisions in (a) above will not apply to any Participant to the extent that the Participant is covered under any other plan or plans of the Contributing Credit Union: in that case, the minimum allocation or benefit requirement applicable to this Top-Heavy Plan will be met in the other plan or plans.
- (d) If this Plan becomes Top-Heavy with respect to a Contributing Credit Union, and, as a result, this Plan is required to provide minimum vesting pursuant to Section A(5).06 and/or minimum benefits pursuant to this Section A(5).02, then such Contributing Credit Union shall be required to make a Contribution to the Trust Fund in such amount as the Trustees and the Plan's actuary determine is necessary to fund the Top-Heavy vesting and/or benefits for Employees of such Contributing Credit Union.

A(5).03 DETERMINATION OF ALTERNATE BENEFIT

If the form of benefit is other than a single life annuity, the Participant will receive an amount that is the equivalent of the minimum single life annuity benefit; such amount will be determined using the factors shown in Section 6.08. If the benefit commences at a date prior to the Participant's Normal Retirement Date for reasons other than eligibility for a Disability Pension, the Participant will receive an amount that is at least equal to the minimum single life annuity benefit commencing at the Participant's Normal Retirement Date reduced by one-half of one percent for each full month by which the Participant's Pension Date precedes the Participant's Normal Retirement Date and further reduced as described in the preceding sentence if the form of benefit is other than a single life annuity.

A(5).04 NONFORFEITABILITY OF MINIMUM ACCRUED BENEFIT

The minimum accrued benefit required (to the extent required to be nonforfeitable under section 416(b) of the Internal Revenue Code) may not be forfeited under section 411(a)(3)(B) or section 411(a)(3)(D) of the Internal Revenue Code.

A(5).05 COMPENSATION LIMITATION

For any Plan Year in which the Plan is Top-Heavy with respect to a Contributing Credit Union, only the first \$150,000 (or such larger amount as may be prescribed by the Secretary of Treasury) of annual compensation of each Participant of such Contributing Credit Union will be taken into account for purposes of determining benefits under the Plan.

A(5).06 MINIMUM VESTING DURING TOP-HEAVY YEARS

For any Plan Year in which this Plan is Top-Heavy with respect to a Contributing Credit Union, the minimum vesting

schedule described below will automatically apply. The minimum vesting schedule applies to all benefits of Participants of such Contributing Credit Union within the meaning of section 411(a)(7) of the Internal Revenue Code, including benefits accrued before the effective date of section 416 of the Internal Revenue Code and benefits accrued before the Plan became Top-Heavy. Further, no reduction in vested benefits may occur in the event the Plan's status as Top-Heavy changes for any Plan Year with respect to the Contributing Credit Union. However, this Section A(5).06 does not apply to the accrued pension of any Participant who does not have an Hour of Service after the Plan has initially become Top-Heavy.

The nonforfeitable interest of each participant in the Participant's accrued pension will be determined on the basis of the vesting requirements that apply while the Plan is not Top-Heavy or the following table, whichever causes the Participant to vest at an early date or provides the Participant with a larger percentage (the basis that applies is the "minimum vesting schedule");

- 20 percent vesting after two years of service
- 40 percent vesting after three years of service
- 60 percent vesting after four years of service
- 80 percent vesting after five years of service
- 100 percent vesting after six years of service

If the vesting schedule under the Plan shifts in or out of the above schedule for any Plan Year because of the Plan's Top Heavy status, such shift is an amendment to the vesting schedule. Each participant of the Contributing Credit Union who has three or more Vesting Units at the time of such amendment will continue to have the above schedule apply to determine the Participant's nonforfeitable interest. For Participants who do not have at least one Hour of Service in any Plan Year beginning after December 31, 1988 the preceding sentence shall be applied by substituting "three or more Vesting Units" for "three or more Vesting Units" where such language appears. For other Participants the above schedule will apply only to their accrued pension at the time of such amendment.

A(5).07 ADDITIONAL BENEFIT TO BE PROVIDED BY A TOP-HEAVY PLAN WHEN BOTH A DEFINED BENEFIT AND DEFINED CONTRIBUTION PLAN ARE MAINTAINED

If a Contributing Credit Union also maintains a defined contribution plan under which the Participants under this Plan may also be covered, then in any year where the Plan is Top-Heavy but not Super Top-Heavy, the minimum accrued pension will not be that described in Section A(5).02; instead a minimum contribution equal to seven and one-half percent of each Participant's Top-Heavy Average Compensation will be provided under the defined contribution plan which covers each such Participant.

APPENDIX 6

RETROACTIVE ANNUITY STARTING DATE FOR CERTAIN PARTICIPANTS

This Appendix 6 applies only to Participants and surviving Spouses who:

- (i) become entitled to a Plan C or Plan G pension pursuant to the November 15, 2012 Judgment, and
- (ii) had not begun to receive a reduced pension benefit as of August 1, 2014.

All of the participants and surviving Spouses who are described above are referred to here as "Appendix 6 Participants."

Pursuant to the November 15, 2012 Judgment, an Appendix 6 Participant may elect a "retroactive annuity starting date" (as defined in section 1.417(e)(1) of the Treasury Regulations) on forms prescribed by the Trustees, in which case the Appendix 6 Participant's benefit shall be determined as of the retroactive annuity starting date. The retroactive annuity starting date will be the date on which the Participant was first eligible for a benefit under Section 4.17 (Plan C) or Section 4.23 (Plan G).

If the Appendix 6 Participant elects a retroactive annuity starting date, he will receive a make-up lump sum payment reflecting any missed payment or payments for the period from the retroactive annuity starting date to the date of the actual make-up payment (with an appropriate adjustment for interest pursuant to the November 15, 2012 Judgment from the date the missed payments would have been made to the date of the actual make-up payment), and all future periodic payments made to the Appendix 6 Participant will be the same amount as if he

had actually commenced benefits on the retroactive annuity starting date.

Any distribution (including appropriate interest adjustments) provided based on a retroactive annuity starting date will satisfy the maximum limitations on benefits of Code Section 415 on the retroactive annuity starting date and the date the benefits actually commence.

An Appendix 6 Participant who elects a retroactive annuity starting date and who has a Spouse on the date benefits actually commence, must obtain his Spouse's notarized written consent, on forms prescribed by the Trustees, in order to reject the Joint and Survivor pension as described in Section 6.03(a) and (b).

For purposes of Appendix 6, the term "November 15, 2012 Judgment" means the judgment of the United States District Court for the Southern District of New York that was entered in identical form in each of the following cases: *In re Bakery and Confectionery Union and Industry Pension Fund Pension Plan*, No. 11-cv-01471, *Martinez v. Bakery & Confectionery Union & Industry International Pension Fund*, No. 11-cv-09203, *Blackwell v. Bakery & Confectionery Union & Industry International Pension Fund*, No. 12-cv-0141, *Scott v. Bakery & Confectionery Union & Industry International Pension Fund*, No. 12-cv-0142, and *Moore v. Bakery & confectionery Union & Industry International Pension Fund*, No. 12-cv-0913.

APPENDIX 7

SUPPLEMENTAL PAYMENTS AND SPECIAL LUMP SUM PAYMENTS FOR CERTAIN PARTICIPANTS

This Appendix 7 is adopted solely for the purpose of performing the Pension Fund's obligations under the Stipulation of Settlement in the lawsuit captioned *Reyes, et al. v. Bakery and Confectionery Union and Industry International Pension Fund*, No. 3:14-cv-5596-JST, in the United States District Court for the Northern District of California, filed on the Court's docket as Document No. 125 ("Stipulation of Settlement"). In no event will the rules set forth in Appendix 7 be construed to provide pension benefits beyond those required by the Stipulation of Settlement.

A. Definitions. Capitalized terms that are not defined in the Rules and Regulations are defined below:

1. Action. The term "Action" shall mean the civil action styled as *Juan M. Reyes et al. v. Bakery and Confectionery Union and Industry International Pension Fund et al.*, Case No. 3:14-cv-5596-JST in the United States District Court for the Northern District of California.
2. Appendix 7 Participant. The term "Appendix 7 Participant" shall mean any of the following persons:
 - a. All Participants who
 - i. accumulated at least 504 Hours of Service in Covered Employment under an agreement that provided for a Plan C or Plan G Pension in accordance with Section 4.26(b) and
 - ii. satisfied all eligibility criteria in Section 4.17 or Section 4.23, as applicable, and would have been entitled to a Plan C or Plan G Pension with a Pension Effective Date after April 30, 2012 and before June 1, 2016, but for the fact that Section 4.17(c) or Section 4.23(c), as those sections were in effect during that period, made those Participants ineligible for Plan C or Plan G.
 - b. For any Participant described in paragraph A.2.a who died before the Effective Date of Settlement, the term "Appendix 7 Participant" means the Participant's surviving Spouse. If there is no surviving Spouse, it means the last Beneficiary designated in writing by the Participant on a form provided to the Pension Fund before the Participant's death or, if there is no such Beneficiary, the Participant's estate.
3. Appendix 7 Participant in Pay Status. The term "Appendix 7 Participant in Pay Status" shall mean a person described in paragraph A.2 who received or is receiving a pension from the Pension Fund with a Pension Effective Date before June 1, 2016.
4. Effective Date of Settlement. The term "Effective Date of Settlement" shall mean January 30, 2018.
5. Final Approval. The term "Final Approval" means that the Court entered a final judgment approving the

Stipulation of Settlement and either the time for filing an appeal from that judgment expired and no appeal was filed, or all such appeals were finally determined approving the Stipulation of Settlement and with no right to further appeal.

6. Initial Benefit Amount. The term "Initial Benefit Amount" means the sum of Plan C or Plan G monthly benefits that would have been payable to an Appendix 7 Participant for months in the Payment Period if Section 4.17(c) or Section 4.23(c) had not made the Participant ineligible. The following rules will apply solely for purposes of calculating the Initial Benefit Amount (and not for determining the person entitled to payment or the form in which payment will be made):
 - a. In the case of all Appendix 7 Participants who elected to begin a pension from the Pension Fund with a Pension Effective Date before the Effective Date of Settlement, the monthly benefit amount will be the monthly amount that would have been payable under Plan C or Plan G as of the Presumed Pension Effective Date in the benefit form that the Participant elected in connection with his or her actual Pension Effective Date.
 - b. For Appendix 7 Participants who are not described in either paragraph A.6.a or paragraph A.2.b, the monthly benefit amount will be the amount that would have been payable under Plan C or Plan G as of the Presumed Pension Effective Date had the Participant elected to take that benefit in the form that the Summary Plan Description describes as the "Regular Pension Option."
 - c. For Appendix 7 Participants (i) who are not described in paragraph A.6.a; (ii) who were married on the Presumed Pension Effective Date and (iii) who died before the Effective Date of Settlement, the monthly benefit amount will be the monthly amount that would have been payable as of the Presumed Pension Effective Date under Plan C or Plan G in the form of a joint and survivor pension described in Section 6.05.
 - d. For Appendix 7 Participants (i) who are not described in paragraph A.6.a; (ii) who were not married on the Presumed Pension Effective Date and (iii) who died before the Effective Date of Settlement, the monthly benefit amount will be the amount described in paragraph A.6.b, beginning on the Presumed Pension Effective Date and ending with (x) the month in which the Participant died, or (y) if later, the 36-month period beginning on the Presumed Pension Effective Date, but (z) in no event later than the end of the Payment Period.

- e. In calculating the Initial Benefit Amount, the Pension Fund will not apply the restrictions in Section 4.17(c) and Section 4.23(c), but will apply all other Plan Rules, including those that affect eligibility for or amount of Golden 80 and Golden 90 benefits and that were adopted as part of the Rehabilitation Plan in 2012, except to the extent that those rules are expressly modified or superseded by the Stipulation of Settlement
7. Payment Period. The term "Payment Period" shall mean May 1, 2012 through May 31, 2016.
 8. Presumed Pension Effective Date. The term "Presumed Pension Effective Date" means the earliest date on which an Appendix 7 Participant could have started to receive monthly Plan C or Plan G benefits if he or she had filed a written application as early as permitted.
 9. Proportional Administrative Expenses. The term "Proportional Administrative Expenses" has the meaning defined in the Stipulation of Settlement paragraph 6.7.
 10. Rules and Regulations. The term "Rules and Regulations" means the Rules and Regulations of the Pension Fund as amended and restated effective January 1, 2015, and any subsequent restatements.
 11. Section. The term "Section ___" refers to the corresponding section of the Rules and Regulations, unless otherwise specified.
 12. Settlement Administrator. The term "Settlement Administrator" refers to Strategic Claims Services, who will perform certain administrative functions authorized by the Court's Order approving the Stipulation of Settlement.
- B. Supplemental Payments for Appendix 7 Participants in Pay Status.
1. Each Appendix 7 Participant in Pay Status will be entitled to receive a supplemental payment in an amount calculated as follows:
 - a. Step One is to calculate the Initial Benefit Amount.
 - b. Step Two is to subtract from the Initial Benefit Amount the sum of the monthly benefits that the Appendix 7 Participant in Pay Status has received from the Pension Fund during the Payment Period.
 - c. Step Three is to calculate 37% of the amount determined by Step Two.
 - d. Step Four, which will be performed by the Settlement Administrator in accordance with Section 6.2.14 and Section 6.7 of the Stipulation of Settlement, is to reduce the amount resulting from Step Three by the Participant's share of Proportional Administrative Expenses.
 2. As a condition of receiving the supplemental payment, the Appendix 7 Participant in Pay Status must submit the election described in paragraph D.1 and, if required, consent of the Spouse, within the time provided by Section 6.9.5 of the Stipulation of Settlement.
3. The supplemental payment shall have no effect on benefits that are otherwise payable to a Participant or to a Participant's Spouse or Beneficiary for periods on and after June 1, 2016.
- C. Special Lump Sum Payments for Other Appendix 7 Participants
1. Each Appendix 7 Participant who is not an Appendix 7 Participant in Pay Status, upon submitting a claim that complies with the procedures and the time limits provided in Sections 6.4.2 and 6.4.6 of the Stipulation of Settlement and who provides all documentation necessary to establish his or her entitlement to benefits under the Stipulation of Settlement, will be entitled to a special lump-sum payment calculated as follows:
 - a. Step One is to calculate the Participant's Initial Benefit Amount.
 - b. Step Two is to multiply the Initial Benefit Amount by 37%.
 - c. Step Three, which will be performed by the Settlement Administrator in accordance with Section 6.2.14 and Section 6.7 of the Stipulation of Settlement, is to reduce the amount resulting from Step Two by the Participant's share of Proportional Administrative Expenses.
 2. The special lump-sum payment shall have no effect on eligibility for, amount of, or optional forms available with respect to, benefits that may otherwise be payable to a Participant or to a Participant's Spouse or Beneficiary for periods on and after June 1, 2016. A claim for a special lump-sum payment will not satisfy the requirement in Section 8.01 that an application be submitted before such other benefit can begin.
- D. Rules Applicable to All Appendix 7 Participants
1. Form of Payment. Each Appendix 7 Participant may elect to receive the payment resulting from the calculation described in paragraph B.1 or C.1 (as applicable) in one of the following forms:
 - a. a lump sum in the nature of a makeup payment in connection with a retroactive annuity starting date or similar payment of benefits with respect to a prior period, but extending only to May 31, 2016, because of the April 26, 2016 Resolution amending the Rehabilitation Plan effective June 1, 2016, and calculated without interest because of the terms of the compromise settlement; or
 - b. an annuity that is actuarially equivalent to the lump sum described in D.1.a payable beginning as of August 1, 2018, or at age 65 if elected by the Appendix 7 Participant, in any of the forms that are available for payment under Article VI or Section 7.02. Actuarial equivalency to the lump sum will be based on the assumptions described in Section 8.20(d)(iii), and the factors for converting the annuity to an optional form are those stated in Appendices 1B and 2A to the Rules and Regulations, as applicable to the option elected by the Appendix 7 Participant.

The Appendix 7 Participant will be provided written notice by the Settlement Administrator of the relative value of these options, as required under Section 417(a)(3) of the Code and applicable Treasury regulations, before making the election. If the Participant has a Spouse on the date of this election, the Participant must obtain the Spouse's notarized written consent on a form prescribed by the Trustees in order to reject an annuity calculated as and on the terms of a Joint and Survivor pension as described in Section 6.03(a) and (b). All payments will be made from the Settlement Fund sub-trust created and funded as required by Sections 6.3.5, 6.3.7 and 6.3.8 of the Stipulation of Settlement. For the purpose of funding any annuity payable to an individual Appendix 7 Participant, the amount of the Supplemental Payment or Special Lump Sum Payment for that Appendix 7 Participant, calculated as described in B.1 or C.1, will be transferred to the Pension Fund. The Pension Fund will then provide the applicable annuity payment to that Appendix 7 Participant in accordance with all provisions of the Rules and Regulations that govern the form of annuity in which the amount is to be paid. If the Pension Fund determines that it is administratively convenient to combine annuity payments to be made pursuant to this Appendix 7 with annuity payments due to the same Appendix 7 Participant under other provisions of the Rules and Regulations, the Pension Fund may do so.

2. Special Procedure for Review of Pension Fund Determinations. The special procedures that follow have been approved by the Court solely for the supplemental payments and special lump-sum payments described in paragraphs B and C, and they are the exclusive procedures through which an Appendix 7 Participant may obtain review of a determination of eligibility for, or amount of, a payment described in paragraph B or C. These special procedures are not available with respect to claims that are treated as timely solely because of Section 6.4.6 of the Stipulation of Settlement. These special procedures are not available as to appeals that could have been filed by Appendix 7 Participants in Pay Status in connection with their original application for benefits, as provided in paragraph D.2.e.

a. The Pension Fund will make the initial determination of eligibility and amounts payable pursuant to paragraphs B.1 and C.1. The Settlement Administrator will send each Appendix 7 Participant in Pay Status a statement of calculated benefit showing the amount calculated pursuant to paragraph B.1.a through B.1.c, and will send a notice of determination to each other Appendix 7 Participant who has submitted a claim complying with the procedures and the time limits provided in the Stipulation of Settlement. The statement of calculated benefit or notice of determination will include sufficient information to explain what the Pension Fund has determined with respect to eligibility and the amount payable to the Participant and will describe the spe-

cial procedure for review of that determination that is set forth in paragraph D.1, including the specified date by which an appeal must be received by the Settlement Administrator.

b. A Participant may obtain review of the Pension Fund's determination concerning eligibility or amount by submitting an appeal that is received by the Settlement Administrator no later than forty-five (45) days after the Settlement Administrator mailed either the statement of calculated benefit or the notice of determination. The appeal must fully set forth the Participant's grounds for appealing the determination, and it must attach all of the documentation upon which the appeal relies. Any ground not identified in the appeal is expressly waived by the Participant.

c. The Appeals Committee of the Pension Fund will rule on the appeal within seventy-five (75) days after receiving the appeal. The Appeals Committee will promptly mail notice of its ruling to the appealing Participant, counsel for the class of Plaintiffs in the Action, and the Settlement Administrator. If the Appeals Committee denies the appeal, the notice will include the specific date by which the Participant may seek review under the paragraph D.2.d.

d. If the appeal is denied, the Participant may seek review of the Appeals Committee's determination by filing a motion to the Court in the Action within seventy-five (75) days after notice of the Committee's decision is mailed to the Participant. Any such motion must be limited to the arguments raised in the appeal, and the Participant will be foreclosed from relying on evidence that was not submitted with the appeal. Absent a separate Court order, such a motion must contain all arguments advanced by the appealing Participant and must contain as an exhibit the full appeal and supporting documents. The Pension Fund will be permitted an opposition, and the appeal will be resolved on the papers, without a hearing. The standard of review on any such motion will be for abuse of discretion. The Court's ruling on such a motion will be conclusive, and there shall be no right to appeal from it.

e. Because all Appendix 7 Participants in Pay Status have had the period of 180 days normally allowed under the Rules and Regulations for an appeal challenging the Pension Fund's determination of Pension Credit, Appendix 7 Participants in Pay Status are barred from appealing that determination pursuant to these review procedures. If the Participant filed a timely appeal from that initial determination of Pension Credit pursuant to Section 8.05, that appeal will be determined in accordance with Section 8.05 without regard to this special procedure for review.

3. Spouses, Beneficiaries, and Estates. Except for a Spouse or Beneficiary who is already receiving benefits from the Pension Fund as a result of the Partici-

pant's death, a Spouse, Beneficiary or estate shall be required to submit documentation sufficient to establish the relationship and the entitlement to receive payments.

4. Pension Effective Dates. All Appendix 7 Participants will be deemed to have a retroactive annuity starting date that is the same as the Presumed Pension Effective Date solely for purposes of the distribution described in paragraph D.1. Nothing in this Appendix 7 will have any effect on the Pension Effective Date with respect to any benefits not subject to this Appendix 7.
5. Code Section 415 Limits. All distributions must satisfy the maximum limitations on benefits described in Internal Revenue Code section 415 as of each year in which additional benefits would have been paid if Section 4.17(c) or Section 4.23(c) had not been applied to the Participant, and must also satisfy those maximum limitations for the year in which the supplemental payments or special lump-sum payments are actually distributed.
6. Non-Assignment of Benefits. Section 8.10 shall apply fully to supplemental payments or special lump-sum payments provided by Appendix 7, including payments to an Alternate Payee pursuant to a Qualified Domestic Relations Order.
7. Rollovers. Supplemental payments and special lump-sum payments provided by Appendix 7 shall be eligible rollover distributions and shall be subject to the

distribution rules in Section 8.21, unless they are paid in the form of an annuity.

8. Other Provisions. All provisions of the Rules and Regulations and the Pension Fund's Rehabilitation Plan shall apply, except as Appendix 7 specifically modifies them or makes them inapplicable to Appendix 7 Participants. Section 4.17(c) and Section 4.23(c) shall not be applied in a manner that is inconsistent with either Appendix 7 or the Final Judgment in the Action. No amendment to the Rules Regulations may be adopted that would prohibit or diminish the Supplemental Payments and Special Lump Sum Payments that are provided by Appendix 7, or that would change the amount or conditions applicable to any Appendix 7 payment that is payable in the form of an annuity unless it is part of a general change applicable to other annuities payable in the same form. Appendix 7 does not affect the April 26, 2016 Resolution amending the Rehabilitation Plan effective June 1, 2016.
9. Final Distribution of Unclaimed Amounts. To the extent that any portion of unclaimed funds are payable to Appendix 7 Participants pursuant to Section 6.9.7 of the Stipulation of Settlement, those amounts will be distributed in accordance with the election that the individual Appendix 7 Participant made pursuant to Paragraph D.1 with respect to the payment described in that paragraph, without the need for additional notice, waiver or consent.

CHANGES TO SUMMARY PLAN DESCRIPTION

June 1997 - January 2020

FOUR IMPORTANT QUESTION

Jun. 1998	Are You Vested	New 4th Paragraph
Jun. 1998	Are You Vested	New 2nd Paragraph
Jun. 2000	Are You Vested	Revise 2nd and 4th Paragraphs
Dec. 2012	Are you Vested	Revise 1st, 3rd, 4th Paragraphs, New Paragraph
Dec. 2012	How Much Pension Benefit Will You Receive When You Retire	New Paragraph
Dec. 2012	Are you Covered by the Default Schedule?	New Section
Jan. 2020	Are you Covered by the Default Schedule?	Revise and New Paragraph

PENSION CREDIT

Jun. 1997	Pro Rata Pension	New Paragraph
Jun. 2000	Future Service Credit	New Service Table
Jun. 2004	Past Service Credit	New Language
Jun. 2006	Past Service Credit	Change 2nd and 4th Paragraph
Dec. 2012	Past Service Credit	New Paragraph
Dec. 2012	Future Service Credit	Revised 3rd Paragraph, New Paragraph, New Service Table
Dec. 2012	Limitation of Liability	Revise 1st Paragraph

BREAKS IN SERVICE

Dec. 2012	For Breaks In Service that Occurred At Any Time On Or After January 1, 1976	Revised 2nd Paragraph, Revise Examples
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PENSION PLANS

Dec. 1998	Early Retirement Pension	Change 1st Paragraph
Dec. 1998	Disability Pension	Change 1st Paragraph
Dec. 1998	Plan C — Golden 90	Change 3rd Paragraph
Dec. 1998	Plan G — Golden 80	Change 3rd Paragraph
Dec. 1998	Plan CC	Change 3rd Paragraph
Jun. 2000	Plan A Supplemental	New Supplemental Chart
Jun. 2000	Amount of Pension Benefits	Change 5th Paragraph
Jun. 2000	Future Service Credit	New Service Table
Jun. 2001	Disability Pension	Revise 3rd Paragraph, add new Paragraph
Dec. 2002	Disability Pension	New 3rd Paragraph
Dec. 2002	Applying For a Disability Pension	New Section
Jun. 2003	Applying For a Disability Pension	Change 2nd and 4th Paragraph
Dec. 2003	Changes to Pension Type	New Section
Dec. 2012	Early Retirement Pension	Revise 1st Paragraph
Dec. 2012	Plan A Vested Deferred Pension	Revise 1st and 2nd Paragraphs, New Paragraphs
Dec. 2012	Disability Pension	Revise 1st Paragraph, New Paragraph
Dec. 2012	Applying for a Disability Pension	Revise 1st Paragraph

CHANGES TO SUMMARY PLAN DESCRIPTION — Continued

June 1997 - January 2020

Dec. 2012	Amount of the Disability Pension	New Paragraphs
Dec. 2012	The Amount of Your Pension Benefits	Revise 1st and 2nd Paragraphs
Dec. 2012	Plan C - Golden 90	Revise 2nd and 3rd Paragraphs, New Paragraphs
Dec. 2012	Plan G - Golden 80	Revise 2nd and 3rd Paragraphs, New Paragraphs
Dec. 2012	Plan CC	Revise 2nd and 4th Paragraphs, New Paragraphs
Jan. 2020	The Amount of Your Pension Benefits	Revise 5th Paragraph
Jan. 2020	Plan C - Golden 90	Revise 5th and 7th Paragraphs
Jan. 2020	Plan G - Golden 90	Revise 5th and 7th Paragraphs

PARTICIPANTS WHO DIE BEFORE RETIREMENT

Jun. 1997	Participant — Not Married	New #3, New 2nd Paragraph
Jun. 1998	Participant — Married	Change Last Paragraph
Jun. 2000	Participant — Not Married	Change 1st
Jun. 2000	Participant — Married	Change 1st, 3rd, 4th, 5th, and 6th Paragraphs
Jun. 2001	Participant — Married	New 3rd Paragraph and revised Examples
Dec. 2012	Participant — Not Married	Revise 1st Paragraph, New Paragraph
Dec. 2012	Participant — Married	Revise 3rd Paragraph, New Paragraphs, Revised Examples
Dec. 2012	Participants Receiving Disability Benefits	Revise 1st and 3rd Paragraphs
Jun. 2013	Participant — Married	Revise 1st, 2nd Paragraphs, Revised Paragraphs
Jan. 2020	Participant — Married	Revise 1st, 3rd, 4th and 8th Paragraphs

PARTICIPANTS RECEIVING DISABILITY BENEFITS

Jun. 2000		New Section
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PENSION OPTIONS

Jun. 1998	75% Husband and Wife Pension	Change 2nd Paragraph, New 3rd Paragraph
Jun. 1998	100% Husband and Wife Pension	Change 2nd Paragraph, New 3rd Paragraph
Jun. 1997	10-Year Option	New 3rd Paragraph
Jun. 1997	10-Year Option	New 4th Paragraph
Jun. 2000	50% Husband and Wife Pension	Change 1st Paragraph, New 2nd Paragraph
Jun. 2000	75% Husband and Wife Pension	Change 1st and 3rd Paragraphs

CHANGES TO SUMMARY PLAN DESCRIPTION — Continued

June 1997 - January 2020

Jun. 2000	100% Husband and Wife Pension	Change 1st and 3rd Paragraphs
Jun. 2005	Social Security Option	New 1st and 2nd Paragraphs
Dec. 2005	Social Security Option	New 2nd Paragraph Change 2nd Paragraph to 3rd Paragraph
Dec. 2006	Same Sex Spouse	New Section
Dec. 2008	75% Husband and Wife	New Language
Dec. 2008	100% Husband and Wife	New Language
Dec. 2008	How to Elect 75% and 100% H&W Pensions	New Section
Dec. 2008	Appendix 75% and 100% Dis H&W Reduction Factors	New Option
Dec. 2012	The 50% Husband and Wife Pension	Revise 2nd and 3rd Paragraphs
Dec. 2012	How to Reject the 50% Joint and Survivor Benefit	New Section
Dec. 2012	How to Elect 75% and 100% Husband and Wife Pensions	Revise 1st and 2nd Paragraphs
Dec. 2012	Husband and Wife Pop-Up Option	Revise 1st and 2nd Paragraphs
Dec. 2012	Options For Benefits Other Than Husband and Wife Pensions	Revise 1st Paragraph
Dec. 2012	10-Year Option	Revise 1st, 3rd, 4th Paragraphs, New Paragraphs
Dec. 2012	Social Security Option	Revise 1st, 2nd, and 3rd Paragraphs, New Paragraphs
Dec. 2012	36-Month Guarantee (Regular Pension Option)	Revise 1st Paragraph
Jun. 2013	The 50% Joint and Survivor Pension	Revise Title
Jun. 2013	How to Elect 75% and 100% Joint and Survivor Pensions	Revise Title
Jun. 2013	Joint and Survivor Pop-Up Option	Revise Title
Jun. 2013	Options For Benefits Other Than Joint and Survivor Pensions	Revise Title
Jan. 2020	Same Sex Spouse	Delete Section as Unnecessary

WHEN YOU ARE READY TO RETIRE

Dec. 1998	Applying for a Pension	Change 4th Paragraph
Jun. 1998	Appeals	Change 3rd Paragraph
Dec. 1998	Appeals	Change 3rd Paragraph
Jun. 1998	Working After You Retire	Change 4th Paragraph
Jun. 2000	Applying for a Pension	New 3rd Paragraph, Change 4th and 7th Paragraphs
Jun. 2000	Working After You Retire	Change 1st, 2nd, and 3rd Paragraphs, New 4th Paragraph
Jun. 2000	Mandatory Commencement of Benefits	Change 1st Paragraph
Jun. 2000	Payment of Benefits	New Section
Jun. 2001	Working After You Retire	Change 1st and 2nd Paragraphs
Jun. 2001	Payment of Benefits	New Section
Dec. 2002	Appeals	New 2nd, 3rd, and 5th Paragraphs Language Changes

CHANGES TO SUMMARY PLAN DESCRIPTION — Continued

June 1997 - January 2020

Jun. 2003	Payment of Benefits	Language Change Bullet 3
Dec. 2003	Changes After Retirement	New Section
Jun. 2005	Payment of Benefits	Change Bullet 1
Dec. 2012	Applying for a Pension	Revise 2nd and 3rd Paragraphs, New Paragraphs
Dec. 2012	Divorce Decrees	New Paragraph
Dec. 2012	Working After You Retire	New Paragraph
Dec. 2012	Payment of Benefits	Revise 1st, 3rd, 4th, 5th, 6th and 7th Paragraphs
Jan. 2020	Appeals	Revise 2nd, 5th and 7th Paragraphs
Jan. 2020	Mandatory Commencement of Benefits	Change 1st Paragraph
Jan. 2020	Payment of Benefits	Add New Bullet 2

PENSION BENEFIT LEVEL CHARTS

Dec. 1998	Pension Calculation P. 21	4th Paragraph
Dec. 1998	Charts	New Charts \$1,550-\$1,800
Dec. 2002	Charts	New Charts \$1,850-\$2,000

TABLES

Jun. 2013	Table A	Revise Pension Option Actuarial Charts
Jun. 2013	Table B	New Table
Jun. 2013	Table C	New Table
Jun. 2013	Table D	New Table
Jun. 2013	Table E	New Table

AMENDMENTS TO PENSION FUND RULES AND REGULATIONS

June 1997 - June 2020

DATE	ARTICLE I	TITLE
Jun. 2000	Section 1.05	International Union
Jun. 1997	Section 1.09	Employee
Dec. 1998	Section 1.21(d)	Contributing Union
Jun. 2011	Section 1.25	Hours of Service
Jun. 2009	Section 1.25(a)	Hours of Service
Jun. 1998	Section 1.25(c)	Hours of Service
Dec. 1998	Section 1.25(a)(b)	Hours of Service
Jan. 2020	Section 1.25(c)	Hours of Service
Dec. 2010	Section 1.27	Compensation
Jun. 2003	Section 1.27(a)	Compensation
Sep. 2009	Section 1.27(a)	Compensation
Jun. 2002	Section 1.27(b)	Compensation
Dec. 2006	Section 1.28	Married—Definition
Jun. 2013	Section 1.28	Married
Dec. 2006	Section 1.29	Spouse—Definition
Dec. 2012	Section 1.30	Collective Bargaining Agreement
Dec. 2012	Section 1.31	Default Schedule
Jan. 2020	Section 1.31(a)-(d)	Default Schedule
Dec. 2012	Section 1.32	Employer Account or Account
Dec. 2012	Section 1.33	Pension Effective Date
Dec. 2012	Section 1.34	Preferred Schedule
Jun. 2013	Section 1.35	Rehabilitation Plan
Jun. 2013	Section 1.36	Retire or Retirement
Jun. 2013	Section 1.37	Working Pensioner
ARTICLE II		
Jun. 2003	Section 2.01	Acceptance for Employer Participation
Jun. 2013	Section 2.01	Acceptance of Employer Participation
Jun. 1997	Section 2.03	Benefit Level Increases
Jun. 2003	Section 2.03	Benefit Level Increases
		Language and Section Changes
Jun. 2013	Section 2.03(d)	No Benefit Level Increases Permitted in the Default Schedule
ARTICLE IV		
Dec. 2012	Section 4.02	Amount of the Normal Plan A Pension
Jun. 2000	Section 4.02(e)	Amount of Supplemental Benefit
Jun. 2001	Section 4.02(f)	Age Changes
Dec. 2009	Section 4.02(f)	Age Change
Dec. 1997	Section 4.02(g)(ii)	Amount of the Normal Plan A Pension
Dec. 2012	Section 4.04	Amount of Reduced Plan A Pension
Dec. 2012	Section 4.05	Eligibility for a Plan A Early Retirement Pension
Dec. 1998	Section 4.05(b)	Eligibility for a Plan A Early Retirement Pension
Dec. 2012	Section 4.06	Amount of Plan A Early Retirement Pension
Dec. 2002	Section 4.07	Title Change
Dec. 2012	Section 4.07	Eligibility for a Disability Pension

AMENDMENTS TO PENSION FUND RULES AND REGULATIONS — Continued

June 1997 - June 2020

DATE	ARTICLE IV	TITLE
Dec. 1998	Section 4.07(c)	Disability Pension
Dec. 2002	Section 4.08(a)(b)	Eligibility Requirement
Dec. 2012	Section 4.10	Amount of the Disability Pension
Jun. 2000	Section 4.10(b)(c)	Amount of Disability
Dec. 2012	Section 4.11	Commencement and Continuation of Disability Pension
Dec. 2002	Section 4.11(a)	Commencement of Disability
Jun. 2000	Section 4.11(a)(b)(c)(d)(e)	Continuation of Disability
Dec. 2012	Section 4.12	Eligibility for a Plan A Vested Deferred Pension
Jun. 1998	Section 4.12(a)	Eligibility for a Plan A Vested Deferred Pension
Dec. 2012	Section 4.13	Amount of the Plan A Vested Deferred Pension
Dec. 2012	Section 4.16	Amount of Plan A Accrued Benefit
Dec. 1998	Section 4.17	Eligibility for an Age and Service = 90 Pension
Jun. 2010	Section 4.17	Eligibility for an Age and Service = 90 Pension (Plan C)
Dec. 2012	Section 4.17	Eligibility for an Age and Service = 90 Pension (Plan C)
Jun. 2013	Section 4.18	Amount of the Age and Service = 90 Pension (Plan C)
Dec. 1998	Section 4.19	Eligibility for the Special Age and Service Pension (Plan CC)
Jun. 2010	Section 4.19	Eligibility for the Special Age and Service Pension (Plan CC)
Dec. 2012	Section 4.19	Eligibility for the Special Age and Service Pension (Plan CC)
Jun. 2013	Section 4.20	Amount of the Special Age and Service Pension (Plan CC)
Jun. 2013	Section 4.22	Amount of the Supplemental Plan D Pension
Dec. 1998	Section 4.23	Eligibility for an Age and Service = 80 Pension
Jun. 2010	Section 4.23	Eligibility for an Age and Service = 80 Pension (Plan G)
Dec. 2012	Section 4.23	Eligibility for an Age and Service = 80 Pension (Plan G)
Jun. 2013	Section 4.24	Amount of the Age and Service = 80 Pension (Plan G)
Dec. 2012	Section 4.25	Miscellaneous Provisions with Respect to Plan B Deferred Pensions, Age and Service Pensions (Plan C and Plan G), Special Age and Service Pensions (Plan CC), and Supplemental Pensions (Plan D)
Dec. 2012	Section 4.26	Benefit Levels and Contribution Rates
Dec. 1998	Section 4.26(a)	Benefit Levels and Contribution Rates
Jun. 2013	Section 4.26(b)	Benefit Levels and Contribution Rates
Dec. 2009	Section 4.28(e)	Non-Duplication of Pensions
Jun. 1997	Section 4.30	Special Pension Payment in Nov. 1997
Jun. 1998	Section 4.31	Special Pension Payment in Dec. 1998
Jun. 1999	Section 4.32	Special Pension Payment in Nov. 1999
Jun. 1999	Section 4.33	Special Pension Increase Effective Jan. 1, 1999
Jun. 2000	Section 4.34	Special Pension Payment in Nov. 2000
Jun. 2000	Section 4.35	Special Pension Increase Effective Jan. 1, 2000
Jun. 2001	Section 4.36	Special Pension Payment in Nov. 2001
Jun. 2001	Section 4.37	Special Pension Increase Jan. 1, 2001
Dec. 2012	Section 4.38	Rounding Benefit Amounts
ARTICLE V		
Dec. 2012	Section 5.01	Pension Credits
Jun. 1999	Section 5.01(c)	Plan Service for Pension Effective Dates on or after Jan. 1, 1999
Jun. 2000	Section 5.01(c)	Pension Credit

AMENDMENTS TO PENSION FUND RULES AND REGULATIONS — Continued

June 1997 - June 2020

DATE	ARTICLE V	TITLE
Jun. 1999	Section 5.01(d)	Former Section 5.01(c) changed to 5.01(d)
Jun. 2004	Section 5.02	Calculation of Past Service for Groups Entering the Plan on or after August 1, 2004
Dec. 2012	Section 5.02	Creditable Employment Before the Contribution Period
Dec. 2010	Section 5.05	Credit for Non-Working Periods
Dec. 2011	Section 5.05	Credit for Non-Working Periods
Dec. 2012	Section 5.05	Credit for Non-Working Periods
Jun. 2001	Section 5.05(a)(i)	Credit for Non-Working Periods
Dec. 1998	Section 5.06	Alternate Basis for Calculation of years of Pension Credits for Minimum Pension
Jun. 2006	Section 5.07(b)(2)	Predecessor Plans
Dec. 1998	Section 5.09(a)(b)	Calculation of Years of Pension Credits where Participant First Enters Covered Employment after the Contribution Date of the Contributing Employer
Dec. 2008	Section 5.11	General Rules Applicable to Persons Who Had Service Credited in the Local 102 Fund, the Local 102/452 Fund, or the AFGM Plan
ARTICLE VI		
Jun. 2013		Terminology changed from “Husband and Wife” to “Joint and Survivor”
Jun. 2000	Section 6.01	General
Dec. 2012	Section 6.01	General
Dec. 2012	Section 6.03	Upon Retirement
Jun. 2000	Section 6.03(a)(b)(c)(d)	Upon Retirement
Dec. 2009	Section 6.03(b)	Upon Retirement
Dec. 2009	Section 6.03(c)(i)	Upon Retirement
Dec. 2012	Section 6.04	Death After Vesting but Before Retirement
Jun. 2013	Section 6.04	Death After Vesting but Before Retirement
Jun. 2010	Section 6.04(b)	Surviving Spouse Effective Date
Jun. 2001	Section 6.04(d)	Death After Vesting but Before Retirement
Jun. 2010	Section 6.04(d)(ii)	Surviving Spouse Effective Date for an Age and Service Pension
Jun. 2000	Section 6.05	Adjustment of Pension Amount
Dec. 2012	Section 6.05	Adjustment of Pension Amount
Jun. 2013	Section 6.05	Adjustment of Pension Amount
Dec. 2009	Section 6.06(c)(i)	Additional Conditions
Jun. 2000	Section 6.08	Husband and Wife Pop-Up Options
Dec. 2008	Section 6.08	Alternate Husband and Wife Options
Dec. 2012	Section 6.08	Alternate Husband and Wife Options
Dec. 2009	Section 6.08(a)	Alternate Husband and Wife Options
Dec. 1998	Section 6.08(a)(b)(c)	Alternate Husband and Wife Options
Dec. 2008	Section 6.09	Alternate Husband and Wife Options
Dec. 2012	Section 6.09	Husband and Wife Pop-Up Options
Jun. 2013	Section 6.09	Joint and Survivor Pop-Up Options
Dec. 2006	Section 6.10	Eligibility of Certain Non-Married Participants To Elect A Husband and Wife Pension

AMENDMENTS TO PENSION FUND RULES AND REGULATIONS — Continued

June 1997 - June 2020

DATE	ARTICLE VI	TITLE
Jun. 2013	Section 6.10	Eligibility of Certain Non-Married Participants to Elect a Joint and Survivor Pension
Dec. 2009	Section 6.10(a)(i)	Eligibility of Certain Non-Married Participants To Elect A Husband and Wife Pension
ARTICLE VII		
Jun. 2005	Section 7.01	Social Security Option
Dec. 2009	Section 7.01	Social Security Option
Dec. 2005	Section 7.01	Social Security Option
Dec. 2012	Section 7.01	Social Security Option
Jun. 1997	Section 7.02	10-Year Certain Option
Jun. 2003	Section 7.02	10-Year Certain Option
Dec. 2012	Section 7.02	10-Year Certain Option
ARTICLE VIII		
Jun. 2000	Section 8.01	Commencement of Benefit Payments
Dec. 2002	Section 8.01	Commencement of Benefit Payments
Dec. 2012	Section 8.01	Commencement of Benefit Payments
Jun. 2013	Section 8.01	Commencement of Benefit Payments
Jun. 1997	Section 8.01(b)(i)	Commencement of Benefit Payments
Jun. 1998	Section 8.01(b)(i)	Commencement of Benefit Payments
Jun. 2006	Section 8.01(b)(i)(C)	Lump-Sum Payment Determination
Dec. 2009	Section 8.01(b)(ii)	Commencement of Benefit Payments
Dec. 2009	Section 8.01(b)(ii)(A)	Commencement of Benefit Payments
Jun. 1998	Section 8.01(b)(ii)(A)(i)	Commencement of Benefit Payments
Jun. 2005	Section 8.01(b)(ii)(A)(i)	Lump-Sum Payments
Dec. 2009	Section 8.01(b)(ii)(B)	Commencement of Benefit Payments
Dec. 2009	Section 8.01(b)(ii)(D)	Commencement of Benefit Payments
Jan. 2020	Section 8.01(b)(ii)(E)	Commencement of Benefit Payments
Dec. 2003	Section 8.01(c)	Pension Type Changes
Jun. 2000	Section 8.02	Termination of Benefit Payments
Dec. 2012	Section 8.02	Termination of Benefit Payments
Jun. 2013	Section 8.02	Termination of Benefit Payments
Dec. 2002	Section 8.04	Trustee Authority
Jun. 1998	Section 8.05	Right of Appeal
Dec. 1998	Section 8.05	Right of Appeal
Dec. 2002	Section 8.05	Appeal Procedures
Jan. 2020	Section 8.05(b)(g) and (h)	Appeal Procedures
Jun. 2000	Section 8.06	Suspension of Benefits
Jun. 2001	Section 8.06	Suspension of Benefits
Jun. 1998	Section 8.06(b)	Suspension of Benefits
Dec. 1998	Section 8.06(f)	Suspension of Benefits
Dec. 2003	Section 8.06(g)	Suspension of Benefits
Dec. 2012	Section 8.07	Vested Status or Nonforfeitability
Dec. 1998	Section 8.08	Non-Duplication of Pension

AMENDMENTS TO PENSION FUND RULES AND REGULATIONS — Continued

June 1997 - June 2020

DATE	ARTICLE VIII	TITLE
Jun. 2001	Section 8.10(c)	Non-Assignment of Benefits
Dec. 2008	Section 8.10(c)	Non-Assignment of Benefits
Jun. 2009	Section 8.10(c)	Non-Assignment of Benefits
Dec. 1998	Section 8.12	Maximum Limitation
Jun. 2003	Section 8.12	Maximum Limitation
Jun. 2008	Section 8.12	Maximum Limitation
Sep. 2009	Section 8.12	Maximum Limitation Section 415
Jun. 2000	Section 8.13	Benefits to Survivors
Dec. 2009	Section 8.13	Benefits to Survivors and to Participants Whose Whereabouts Are Unknown
Jun. 2007	Section 8.19	Amendment (Amendments to Plan)
Dec. 2009	Section 8.19	Amendment
Dec. 2012	Section 8.19	Amendment
Jun. 2001	Section 8.20	Lump-Sum or Annual Payments
Jun. 2003	Section 8.20	Lump-Sum or Annual Payments
Dec. 2010	Section 8.20	Lump-Sum or Annual Payments
Dec. 2012	Section 8.20	Lump-Sum or Annual Payments and Actuarial Equivalence
Dec. 1997	Section 8.20(a)	Lump-Sum or Annual Payments
Jun. 2005	Section 8.20(a)	Lump-Sum Payments
Jun. 1997	Section 8.20(c)	Lump-Sum or Annual Payments
Jun. 2008	Section 8.20(c)	Lump-Sum or Annual Payments
Dec. 2009	Section 8.20(c)(iii)	Lump-Sum or Annual Payments
Jan. 2020	Section 8.20(f)	Lump-Sum or Annual Payments
Jun. 2002	Section 8.21	Distributions after Jan. 1, 2002
Dec. 2008	Section 8.21	Direct Rollovers
Jan. 2020	Section 8.21(e)	Direct Rollovers
Nov. 2007	Section 8.24	Transfers and Mergers
Dec. 2008	Section 8.25	Certain Beneficiaries Disregarded
Dec. 2012	Section 8.25	Certain Beneficiaries Disregarded and Survivor Pension
Dec. 2009	Section 8.26	General Rules Regarding Distributions
Jan. 2020	Section 8.26(b) and (e)	General Rules Regarding Distributions
Jan. 2020	Section 8.27	Location of Participants
ARTICLE IX		
Jun. 1997	Section 9.01 through 9.12	Pro Rata Pension — New Section
Jun. 2000	Section 9.12	Effective Date
APPENDIX 5		
Jun. 2002	Section A(5).01	Key Employee
Jun. 2002	Section A(5).01(c)(3)	Present Values
APPENDIX 7		
Jan. 2020	Appendix 7	New Section

