

Rules and Regulations
of the

Laborers National



Pension Fund

The Board of Trustees of the Laborers National Pension Fund, in the exercise of its authority under the Pension Fund's Agreement and Declaration of Trust, has designed and adopted a Pension Plan to provide retirement income for eligible employees of contributing employers. The terms and conditions of the Pension Plan, in effect as of March 1, 2003, are set forth in the following Rules and Regulations. The Rules and Regulations constitute the "Plan Description."

This new edition of the Rules and Regulations is being issued to incorporate amendments previously made and because the Pension Plan recently received a determination from the Internal Revenue Service that the Pension Plan remains tax-qualified. This edition of the Rules and Regulations replaces all previous versions, except that, generally, the Rules and Regulations in effect at the time an employee leaves covered employment govern that participant's rights and benefits.

The Rules and Regulations determine eligibility to participate in the Pension Plan, earning and vesting in benefit credits, eligibility for benefits, types and amounts of benefits, applying for benefits, and other matters regarding rights and obligations under the Pension Plan.

The Board of Trustees has the exclusive right and responsibility to interpret and apply the Rules and Regulations. The Pension Fund will not be bound by any interpretation or representation concerning the Rules and Regulations, or rights or obligations thereunder, not issued in writing by the Board of Trustees or the Fund Administrator on behalf of the Board of Trustees.

The Rules and Regulations may be amended from time-to-time by the Board of Trustees to comply with changes in applicable laws or otherwise. Such amendments are binding on all parties regardless of whether they receive notice of such amendments. The Pension Fund's Administrative Office should be contacted for information as to any changes in the Rules and Regulations after August 2003.

The Pension Fund also publishes a "Summary Plan Description" that summarizes the Rules and Regulations and provides additional information required by applicable law. However, the Rules and Regulations, not the Summary Plan Description, governs rights and obligations under the Pension Plan.



100th Anniversary A Century of Pride and Strength

All questions or requests for information about the Rules and Regulations or the Pension Fund should be directed to the Pension Fund's Administrative Office in care of the Fund Administrator, Lu Beth Greene:

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This Spanish language version of the Pension Plan's Rules and Regulations is provided for the convenience of Spanish-speaking participants. However, the English language version of the Rules and Regulations is the only official, binding version. Any dispute concerning the interpretation or application of the Rules and Regulations will be decided by the Board of Trustees based on the English language version.

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**LABORERS NATIONAL PENSION FUND
RULES AND REGULATIONS OF THE PENSION PLAN
IN EFFECT AS OF AUGUST 1, 2003**

The Board of Trustees, in accordance with its authority and responsibility under the Agreement and Declaration of Trust of the Laborers National Pension Fund, has adopted the following Pension Plan which includes all amendments adopted through August 1, 2003.

The rights and benefits of a person who left Covered Employment prior to August 1, 2003, are generally determined by the Rules and Regulations in effect prior to August 1, 2003, except to the extent specifically provided otherwise in the following Rules and Regulations. A person is deemed to have left Covered Employment once he or she fails to earn at least two hundred (200) Hours of Vesting Service in a Calendar Year.

ARTICLE I – DEFINITIONS

1.1 “Annuity Starting Date”

- (a) The “Annuity Starting Date” is the date as of which benefits are calculated and paid under the Plan and shall be the first day of the first month after or coincident with the later of:
 - (i) the month following the month in which the claimant has fulfilled all of the conditions for entitlement to benefits, including filing of an application for benefits, or
 - (ii) 30 days after the Plan advises the Participant of the available benefit payment options.
- (b) Notwithstanding subsection (a) above, the Annuity Starting Date may occur and benefits may begin before the end of the 30-day period, provided:
 - (i) the Participant and Spouse, if any, consent in writing to the commencement of payments before the end of the 30-day period and distribution of the pension begins more than seven days after the written explanation was provided to the Participant and Spouse,
 - (ii) the Participant’s benefit was previously being paid because of an election after the Normal Retirement Age, or
 - (iii) the benefit is being paid out automatically as a lump sum under the provisions of the Plan.

- (c) The Annuity Starting Date will not be later than the Participant's Required Beginning Date as defined in Section 6.6.
- (d) The Annuity Starting Date for a Beneficiary or Alternate Payee under a Qualified Domestic Relations Order will be determined as stated in Subsections (a) and (b) above, except that references to spousal consent do not apply.
- 1.2 "Applicable Interest Rate" means the annual rate of interest on 30-year Treasury Securities as specified by the Commissioner of Internal Revenue for the month of November (as published in December) immediately preceding the Calendar Year that contains the Annuity Starting Date. The stability period, within the meaning of Treasury Regulation Section 1.417(e)-1(d)(4)(ii), shall be the Calendar Year.
- 1.3 "Applicable Mortality Table" means the table prescribed for use in the Calendar Year that contains the Annuity Starting Date in Regulations under Code Section 417(e), which until modified or superseded, is the table set forth in Revenue Ruling 95-6. With regard to distributions with Annuity Starting Dates on or after December 31, 2002, and notwithstanding any other Plan provision to the contrary, any reference to the "applicable mortality table" or "mortality table" prescribed in Revenue Ruling 95-6 shall be construed as a reference to the mortality table prescribed in Revenue Ruling 2001-62 for all purposes under the Plan.
- 1.4 "Beneficiary" means a person (other than a Pensioner) who is receiving benefits under this Plan because of his or her designation for such benefits by a Pensioner or Participant.
- 1.5 "Calendar Year" means the period from January 1 to the next December 31. For purposes of ERISA regulations, the Calendar Year shall serve as the vesting computation period and benefit accrual computation period, and, after the initial period of employment or re-employment following a Break in Service, the computation period for eligibility to participate in the Plan.
- 1.6 "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- 1.7 "Collective Bargaining Agreement" or "Agreement" means any written labor contract, Standard Form of Participation or written Agreement between the Union or the Fund and an Employer which provides for contributions to the Fund in a manner acceptable to the Trustees.

- 1.8 "Continuous Employment" means two periods of employment are continuous if there is no resignation, discharge or other termination of employment between the periods.
- 1.9 "Contributing Employer" or "Employer" means an employer (including Employer Association) signatory to a Collective Bargaining Agreement with the Union requiring contributions to this Fund; an employer signatory to any other Agreement requiring contributions to this Fund; and, shall also include the Pension Fund, a Local Training Trust Fund or Health and Welfare Plan, and the Union.

An Employer shall not be deemed a contributing employer simply because it is part of a controlled group of corporations or of a trade or business under common control, some other part of which is a contributing employer. Notwithstanding the existence of a signed Collective Bargaining Agreement between the Union and an Employer which requires contributions to this Fund, an Employer will not be considered a contributing employer until the date a copy of the signed Collective Bargaining Agreement or other written Agreement is received in the Fund's Administrative Office.

For purposes of identifying Highly Compensated Employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund, the term "Employer" includes all members of an affiliated service group with the Employer within the meaning of Code §414(m) and all other businesses aggregated with the Employer under Code §414(o).

In the event the Trustees accept for participation, Employees of an Employer who are not covered by the Employer's Collective Bargaining Agreement, the participation of such Employees shall be subject to the following conditions:

- (a) The Employer shall contribute to the Fund at a uniform contribution rate on behalf of all of its non-collective bargaining Employees, which shall be the same rate as the rate for the collective bargaining unit Employees.
- (b) The Employer shall annually provide the Fund with a certification of compliance with the first condition satisfactory to the Fund, and shall provide the Fund with any and all other information needed by the Fund to verify that participation by the Employer's non-collective bargaining Employees does not violate any provision of the Code or Regulations thereunder.

1.10 “Contribution Period” means, with respect to a category of employment, all periods during which the employer is a Contributing Employer with respect to the category of employment.

1.11 “Covered Employment” means employment of an Employee by an Employer including such employment prior to the Contribution Period. “Covered Employment” shall not, however, include employment by an employer after termination, for failure to pay contributions due, of that employer’s status as a Contributing Employer.

1.12 “Employee” means a person who is an Employee of an Employer and who is covered by a Collective Bargaining Agreement or any written Agreement requiring Employer contributions on his behalf. The salaried employees of this Pension Fund, any Training or Health and Welfare Plan, any Employer Association, or Union which is participating in this Fund as a Contributing Employer, are also deemed to be employees.

The term “Employee” shall not include any self-employed person as such, nor any person who is a partner or sole proprietor of a business organization that is a Contributing Employer. Nor shall this term include independent contractors as such.

For purposes of participation, nondiscrimination, vesting and benefit limits, all leased employees as defined in Code Section 414(n) or 414(o) who have performed services for a Contributing Employer on a substantially full-time basis for a period of at least one year shall be treated as employed by a Contributing Employer except to the extent such leased employees are excluded under the safe harbor exemption of Code Section 414(n)(5).

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

1.14 “Highly Compensated Employee”

(a) The term “Highly Compensated Employee” includes highly compensated active employees and highly compensated former employees of an Employer. Whether an individual is a Highly Compensated Employee is determined separately with respect to each Employer, based solely on that individual’s compensation from or status with respect to that Employer.

(b) Effective January 1, 1997, a Highly Compensated Employee is any employee who was a five percent (5%) owner of the Employer at any time during the year or the preceding year, or for

the preceding year had compensation from the Employer in excess of \$80,000 (as adjusted annually for increases in the cost-of-living in accordance with regulations prescribed by the Secretary of the Treasury).

1.15 “Hour of Service”

(a) An “Hour of Service” is an hour described in paragraphs (i), (ii), or (iii):

(i) Each hour for which an Employee is paid or entitled to payment, directly or indirectly, by the Employer(s) for the performance of duties. These hours shall be credited to the Employee for the computation period or periods in which the duties are performed.

(ii) Each hour for which an Employee is paid or entitled to payment by the Employer(s) for reasons other than the performance of duties, including but not limited to vacation, sickness or disability, irrespective of whether the employment relationship has terminated. These hours shall be credited to the Employee for the computation period or periods to which the payment is attributable.

(iii) Each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer. These hours shall be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement, or payment was made. Hours of Service credited under this paragraph (iii) shall not also be credited under paragraphs (i) or (ii).

(b) Hours of Service shall be computed and credited in accordance with paragraphs (b) and (c) of Section 2530.200b-2 of the Department of Labor Regulations which are incorporated by reference.

1.16 “Normal Retirement Age” means age 62 or the 5th anniversary of Plan participation, whichever is later.

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

- 1.18 “Pension Fund” or “Fund” means the Laborers National Pension Fund established under the Trust Agreement.
- 1.19 “Pension Plan” or “Plan” means this document as adopted by the Trustees and as thereafter amended by the Trustees.
- 1.20 “Pensioner” means a person to whom a pension, under this Plan, is being paid or to whom a pension would be paid, but for time for administrative processing.
- 1.21 “Qualified Domestic Relations Order” shall have the meaning set forth in Section 206(d)(3) of ERISA and Section 414(p) of the Code.
- 1.22 “Required Beginning Date” is April 1 of the Calendar Year following the Calendar Year in which the Participant attains age 70 1/2.
- 1.23 “Spouse” means the legal spouse of the Participant throughout the one-year period ending on the date the Participant’s pension payments start, or, if earlier, the date of the Participant’s death. A spouse is also a Spouse if he or she was married to the Participant within the year preceding the Participant’s Annuity Starting Date and they were married for at least a year before the Participant’s death. “Spouse” shall also mean, if applicable, a Participant’s former spouse as required pursuant to a Qualified Domestic Relations Order.
- 1.24 “Trust Agreement” means the Agreement and Declaration of Trust establishing the Laborers National Pension Fund (previously called the Laborers Central and Southern States Pension Fund) dated effective as of May 15, 1968, and as thereafter amended.
- 1.25 “Trustees” means the Board of Trustees as established and constituted from time to time in accordance with the Trust Agreement.
- 1.26 “Union” means the Laborers’ International Union of North America and/or any chartered Local or District Council of the International Union.
- 1.27 “Other Terms”

Other terms are specially defined as follows:

Term	Section(s)
(a) Regular Pension	3.2 and 3.3
(b) Early Retirement Pension	3.4 and 3.5
(c) Vested Pension	3.6 and 3.7

(d) Disability Pension	3.8 and 3.9
(e) Total and Permanent Disability	3.10
(f) Reciprocal Pension	3.13
(g) Pension Credits	4.1
(h) Vesting Service	4.2
(i) Break in Service (One Year Break in Service, Permanent Break in Service)	4.3
(j) Vested Status	4.4
(k) Military Service	4.5
(l) Husband and Wife Pension	5.3
(m) Survivor’s Option	5.5
(n) Social Security Option	5.9
(o) Widow/Widower’s Pension	5.10 and 5.11
(p) Death Benefit Before Retirement	5.12
(q) Retired or Retirement	6.7

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

ARTICLE II – PARTICIPATION

2.1 PURPOSE

This Section contains definitions to meet certain requirements of ERISA. Once an Employee has become a Participant, the provisions of this Plan give him credit in accordance with the rules of the Plan for some or all of his service before he became a Participant.

2.2 PARTICIPATION

An Employee who is engaged in Covered Employment during the Contribution Period 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 completed at least 200 Hours of Service in Covered Employment. The required hours may also be completed with any Hours of Service in other employment with an Employer, if that other employment is continuous with the Employee’s Covered Employment with that Employer.

2.3 TERMINATION OF PARTICIPATION

A person who incurs a One-Year Break in Service (defined in Section 4.3) shall cease to be a Participant as of the last day of the Calendar Year which constituted the One-Year Break, unless such Participant is a

Pensioner or has acquired the right to a pension (other than for disability) whether immediate or deferred.

2.4 REINSTATEMENT OF PARTICIPATION

An Employee who has lost his status as a Participant in accordance with Section 2.3 shall again become a Participant by meeting the requirements of Section 2.2 on the basis of service after the Calendar Year during which his participation terminates.

Reinstatement, after satisfying the requirements of Section 2.2, would be retroactive as of the Participant's date of re-employment.

ARTICLE III – PENSION ELIGIBILITY AND AMOUNTS

3.1. GENERAL

This Article sets forth the eligibility conditions and benefit amounts for the pensions provided by this Plan. The benefit amounts are subject to reduction on account of the Husband and Wife Pension or the election of a Survivor's Option (Article V). Entitlement of an eligible Participant to receive pension benefits is subject to his retirement and application for benefits, as provided in Article VI.

In the case of special benefit levels or types of benefits established for specific groups (mergers of Plans, reduced levels for new participating groups, etc.) the benefit amounts of eligibility conditions shown in this Article are subject to the provisions of the Merger Agreement or participation conditions adopted by the Trustees and communicated to the individuals involved at the time participation began.

3.2 REGULAR PENSION - ELIGIBILITY

A Participant may retire on a Regular Pension if he meets either of the following conditions:

- (a) he has attained age 62 and has at least 10 Pension Credits, at least one of which was earned during the Contribution Period; or
- (b) he has attained age 55 and has at least 30 Pension Credits, at least one of which was earned during the Contribution Period, provided he had not incurred a One Year Break in Service as of December 31, 1997.

3.3 REGULAR PENSION - AMOUNT

- (a) Regular Pension for Pension Credits earned on and after January 1, 2000

For all Pension Credits earned on or after January 1, 2000, the benefit accrued each year is determined by the contribution rate(s) under which the credit was earned, as provided in Appendix A, Column 7.

- (b) Regular Pension for Pension Credits Before January 1, 2000

Subject to the application of Section 3.16 of this Plan, for all Pension Credits earned before January 1, 2000, the benefit accrued by a Participant is determined by the contribution rate(s) under which credit was earned and the dates that the credit was earned, as provided in Appendix A, Columns 2 through 6.

- (c) Total Regular Pension Amount

- (i) In determining the contribution rate to apply to the Appendices for any single Calendar Year, if a Participant worked under more than one contribution rate in a particular year the benefit accrued for that year will be based on the average contribution rate received. The average contribution rate shall be determined by weighting each contribution rate by the number of hours worked.
- (ii) The total Regular Pension shall be determined by adding the monthly benefits determined in subsections (a) and (b) as applicable to a specific Participant.

3.4 EARLY RETIREMENT PENSION - ELIGIBILITY

A Participant may Retire on an Early Retirement Pension if he:

- (a) has attained age 55,
- (b) has at least 10 Pension Credits, and
- (c) has at least a total of one Pension Credit during the Contribution Period.

3.5 EARLY RETIREMENT PENSION - AMOUNT

The monthly amount of the Early Retirement Pension is the amount of the Regular Pension as determined under Section 3.3, reduced by one-sixth of one percent for each month the Participant is younger than age 62 on the Participant's Annuity Starting Date.

3.6 VESTED PENSION - ELIGIBILITY

A Participant may retire on a Vested Pension if he has at least five Pension Credits or has attained Vested Status, provided he had not incurred a permanent break in service as of December 31, 1991.

A Vested Pension shall be payable to a Retired Participant:

- (a) after the Participant has attained age 62, or
- (b) after the Participant has attained age 55 if he is eligible for an Early Retirement Pension.

3.7 VESTED PENSION - AMOUNT

If the Vested Pension begins after the Participant has attained his Normal Retirement Age, the monthly amount of the Vested Pension will be the same as a Regular Pension, determined under the provisions of Section 3.3. If payment begins before his Normal Retirement Age the monthly amount will be the same as an Early Retirement Pension, determined under the provisions of Section 3.5.

3.8 DISABILITY PENSION - ELIGIBILITY

A Participant may retire on a Disability Pension if he became totally and permanently disabled from performing work in which he was employed immediately preceding the date the disability commenced, and he:

- (a) has at least 10 Pension Credits, at least one of which was earned during the Contribution Period;
- (b) has at least 200 Hours of Service in Covered Employment in the period that consists of the Calendar Year in which he became disabled or the previous Calendar Year; and,
- (c) had not yet reached age 55 at the time the disability began.

3.9 DISABILITY PENSION - AMOUNT

The monthly amount of the Disability Pension is the same amount as the Early Retirement Pension, as determined under Section 3.5, as if the participant were age 55, based on the actual Pension Credits earned by a Participant up to the day he became disabled.

3.10 TOTAL AND PERMANENT DISABILITY - DEFINED

A Participant shall be deemed totally and permanently disabled within the meaning of this Plan if the Trustees find on the basis of medical evidence that:

- (a) such Participant is totally unable, as a result of bodily injury or disease from performing work at a job or position in which he was employed immediately preceding the date the disability commenced; and,
- (b) such inability will be permanent and continuous for the remainder of the Participant's life.

A Participant applying for a Disability Pension may be required to submit to an examination by a physician or medical authorities selected by the Trustees, and may be required to submit to re-examination periodically as the Trustees may direct. If medical or other evidence demonstrates that a Participant is no longer disabled as defined herein, his Disability Period shall be discontinued.

3.11 WAITING PERIOD

The first monthly payment of the Disability Pension shall commence no sooner than the sixth month of total and permanent disability and shall continue thereafter if the Pensioner remains totally and permanently disabled as herein defined.

3.12 RESTRICTION OF EMPLOYMENT

Employment by a Disability Pensioner in a job or position in which he was employed immediately preceding the date on which his disability commenced is inconsistent with disability status. A Disability Pensioner who receives any earnings from any such employment shall report, in writing, these earnings to the Fund Office within fifteen (15) days after the end of the month during which he received these earnings. If a Disability Pensioner, who has not yet attained Normal Retirement Age, fails to report earnings as required by this Section, his Disability Pension benefits shall be suspended for six (6) months.

3.13 RECIPROCAL PENSION

- (a) The Trustees recognize one or more other Pension Plans, which have executed a Reciprocal Agreement to which this Plan is a party, as a Related Plan.
- (b) Service credits accumulated and maintained by an Employee under a Related Plan shall be recognized under this Plan as related service credits. The Trustees shall compute related service on the basis on which that credit has been earned and credited under the Related Plan and certified by the Related Plan to this Plan.
- (c) The total of a Participant's service credit under this Plan and Related Service Credit together, comprise the Participant's combined service credit. Not more than one year of combined service credit shall be counted in any Calendar Year.
- (d) A Participant shall be eligible for a Reciprocal Pension under this Plan if he satisfies all of the following requirements:
 - (i) he would be eligible for any type of pension under this Plan (other than a Reciprocal Pension) if his combined service credit were treated as service credit under this Plan;
 - (ii) in addition to any other requirements necessary to be eligible under (a), he has, under this Plan, at least one Pension Credit based on actual employment during the Contribution Period;
 - (iii) in the case of a Participant applying for benefits because of disability, he meets the definition of total and permanent disability included in Section 3.10 of this Plan;
 - (iv) a pension is not payable to him from a Related Plan independently of its provisions for a Reciprocal Pension. However, a Participant who is entitled to a pension other than a Reciprocal Pension from this Plan or a Related Plan may elect to waive the other pension and qualify for the Reciprocal Pension, and
 - (v) a Reciprocal Pension will be paid by at least one Related Plan.
- (e) In applying the rules of this Plan with respect to cancellation of service credit, any period in which a Participant has earned Related Service Credit shall not be counted in determining whether there has been a period of no Covered Employment sufficient to constitute a Break in Service. Once the Participant stops earning

Related Service Credit, he shall be subject to the Break in Service rules contained in Section 4.3.

- (f) If a Participant is eligible for more than one type of pension under this Plan, he shall be entitled to elect the type of pension he is to receive.
- (g) The amount of the Reciprocal Pension shall be determined in accordance with the provisions of Sections 3.3, 3.5, or 3.9, whichever is applicable, but based only on the Participant's Pension Credits under this Plan without regard to any minimum Pension Credit otherwise required under those Sections.
- (h) The payment of a Reciprocal Pension shall be subject to all of the conditions contained in this Plan applicable to other types of pensions including, but not limited to Retirement as herein defined, and timely application. Reciprocal Pension payments subject to this Section 3.13 shall be limited to monthly pension payments to a Pensioner, or to monthly payments or death benefits to the survivor of a Pensioner.

3.14 NON-DUPLICATION OF PENSIONS

A person shall be entitled to only one pension under this Plan, except that a Disability Pensioner who recovers may be entitled to a different type of pension and a Participant who is also the Spouse of a Participant may be entitled to a pension in both capacities.

3.15 WHOLE DOLLAR AMOUNTS

If the monthly pension benefit amount is not a whole dollar amount it shall be rounded to the next highest dollar amount.

3.16 APPLICATION OF BENEFIT INCREASES

- (a) The pension to which a Participant is entitled shall be determined under the terms of the Plan as in effect at the time the Participant separates from Covered Employment. A Participant shall be deemed to have separated from Covered Employment on the last day of work which is followed by a One-Year Break in Service.
- (b) If a Participant returns to Covered Employment before five consecutive One-Year Breaks in Service, and he subsequently earns at least one Pension Credit, then his pension amount at Retirement

will be based on the benefit levels in effect at the time the additional pension benefits are earned, for all periods of employment.

- (c) If a Participant returns to Covered Employment after five consecutive One-Year Breaks in Service have taken place, then his pension amount at Retirement for service before the five-year period shall not be raised to reflect any increases in benefit levels adopted during his absence from Covered Employment, unless he subsequently earns at least five Pension Credits.

ARTICLE IV – PENSION CREDITS, VESTING SERVICE, AND BREAKS IN SERVICE

4.1 PENSION CREDITS

- (a) For Employment During the Contribution Period.
- (i) For periods during the Contribution Period, up to December 31, 2000, a Participant shall be credited with Pension Credits on the basis of his Hours of Service in Covered Employment on which contributions to the Pension Fund were required in accordance with the following schedule:

Hours Within Calendar Year	Quarters of Pension Credit
Less than 250 hours	0
250 - 499	1
500 - 749	2
750 - 999	3
1,000 and over	4

- (ii) For periods during the Contribution Period, on and after January 1, 2001, a Participant shall be credited with Pension Credits on the basis of his Hours of Service in Covered Employment on which contributions to the Pension Fund were required in accordance with the following schedule:

Hours Within Calendar Year	Tenths of Pension Credit
Less than 100 hours	0
100 - 199	1
200 - 299	2
300 - 399	3
400 - 499	4
500 - 599	5
600 - 699	6
700 - 799	7
800 - 899	8
900 - 999	9
1,000 and over	10

- (b) For Employment Before the Contribution Period (Past Service Credit).

A Participant shall be credited with Pension Credit for each calendar year before the Contribution Period based on his earnings in eligible Covered Employment for each calendar year relative to the Social Security Earnings Base for that year in accordance with the following schedule, as applicable, except as otherwise provided in or by operation of this Section, Section 7.3 (New Employers), or section 7.5 (Terminated Employer). For Applications received after August 1, 2003:

Amount of Earnings in Calendar Year in Covered Employment as a Percentage of Social Security Base Earnings in that Year	Quarters of Pension Credit
Less than 6.25%	0
At least 6.25% but less than 12.5%	1
At least 12.5% but less than 18.75%	2
At least 18.75% but less than 25%	3
25% or more	4

For purposes of this subsection, eligible Covered Employment is employment before the Contribution Period with an Employer: (1) in a category of employment covered by a Collective Bargaining Agreement between the Employer and the Union, or (2) employment in a category of employment with an Employer that was subsequently covered by the first Collective Bargaining Agreement between the Employer and the Union.

(c) Work for Employers Who Went Out of Business.

If a Participant worked for an Employer who went out of business, or in other comparable situations, credit for periods of employment with the Employer who went out of business may be granted for the purpose of Subsection (b) hereof, if the Trustees, in their sole discretion, are satisfied that the Employer who went out of business would have become a Contributing Employer had he remained in business.

(d) Credit for Calendar Year of Contribution Date.

As many Collective Bargaining Agreements provide that the first contribution to the Pension Fund shall commence on a date other than January 1st, there are instances when for the Calendar Year in which the contributions start, the Participant would be entitled to partial credit under both Subsections (a) and (b) of this Section. For the first Calendar Year in which Employer contributions commence on a date other than January 1st, if the Employee earned 25% of Social Security base earnings, he shall be given one Pension Credit for the full Calendar Year. However, the period for which contributions have been made in that year shall also be counted towards the four quarters Pension Credit minimum requirement of the Fund, with the understanding that no Participant may receive credit for more than four quarters for any period of employment in twelve consecutive months.

(e) Special Rules for Employees of New Employers.

- (i) The Trustees may adopt such rules for crediting employment before the Contribution Period as they consider appropriate and consistent with the other rules of this Section, to be applied to Employees of new Employers accepted for participation as Contributing Employers. Any special rule so adopted shall be set forth in the Merger Agreement, if applicable, or when the Trustees accept a new group for participation.
- (ii) In addition to other rules which may be adopted by the Trustees for a new group, there shall be a limit on the granting of Pension Credit and Years of Vesting Service for employment with an Employer who becomes a Contributing Employer after the effective date of participation negotiated in the first Collective Bargaining Agreement. In such cases, no Pension Credit or Years of Vesting Service shall be granted for the period January 1, 1968, to the beginning of the Calendar

Year in which participation begins. This period shall be considered a "grace period" for which no benefits accrue or vesting rights are accumulated, but during which no Employee will have a Permanent Break in Service because of the non-recognition of employment with the new Employer.

- (iii) Notwithstanding the provisions of e(i) and (e)(ii), a new or returning Employer participating in the Fund on and after January 1, 2003, must contribute at a minimum rate of \$.20 per hour for past service credit to be granted. At that contribution rate the Regular Pension amount applicable to each year of past service pension credit shall be \$12.00 per year, up to a maximum of 25 years.

Benefits for past service of a new group which begins contributions on or after January 1, 2003, and which contributes at an initial rate of more than \$.20 per hour, shall be determined by the Trustees based upon the advice of the Plan's Actuary.

Effective January 1, 1994, new Employers participating in the Fund must contribute a minimum of \$.20 per hour for past service credit to be given at the rate of \$12.00 per year. There is a maximum of 25 years of credit earned prior to January 1, 1985. Further, Employers currently remitting less than \$.20 per hour have until the renewal of the current Agreement to increase their contributions to \$.20 per hour.

4.2 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) in which he had 1,000 or more Hours of Service in Covered Employment. A Participant who has less than 1,000 Hours of Service in a Calendar Year, shall receive partial vesting service as follows:

- (i) For periods prior to December 31, 2000

Hours Within the Calendar Year	Quarters of Vesting Credit
Less than 250 hours	0
250 - 499	1
500 - 749	2
750 - 999	3
1,000 and over	4

- (ii) For periods on and after January 1, 2001

Hours Within the Calendar Year	Tenths of Vesting Credit
Less than 100 hours	0
100 - 199	1
200 - 299	2
300 - 399	3
400 - 499	4
500 - 599	5
600 - 699	6
700 - 799	7
800 - 899	8
900 - 999	9
1,000 and over	10

- (b) If a Participant works for a Contributing Employer in a job not covered by this Plan and such employment is continuous with his employment with that Employer in Covered Employment, his Hours of Service in such non-covered job during the Contribution Period after December 31, 1975, will be counted toward a year of Vesting Service and he shall receive one year of Vesting Service if he completes at least 1,000 Hours of Service in a Calendar Year.

- (c) Exceptions:

A Participant shall not be entitled to credit toward a year of Vesting Service for years preceding a Permanent Break in Service.

4.3 BREAKS IN SERVICE

- (a) General.

If a Participant has a Break in Service before he attains Vested Status, it may have the effect of canceling his standing under this Plan, that is his participation, his previously credited years of Vesting Service, and his previous Pension Credits. Subsections (b), (c), (d), and (e) below provide the specific rules.

- (b) One-Year Break In Service.

- (i) An Employee has a One-Year Break in Service in any Calendar Year after December 31, 2000, in which he fails to complete 200 Hours of Service in Covered Employment.

- (ii) The following time is to be counted for the purposes of this Section:

- (A) hours of compensated work in Covered Employment;
- (B) Hours of Service in non-covered employment with a Contributing Employer which are creditable for vesting purposes under Section 4.2(b), and
- (C) periods of active service in the Armed Forces of the United States up to five years of such service prior to August 1, 1961, and for up to five years thereafter.

- (iii) Solely for the purpose of determining whether a One-Year Break in Service has occurred beginning January 1, 1985, if an Employee is absent from Covered Employment by reason of (a) her pregnancy, (b) birth of a child of such Employee, (c) placement of a child with such Employee in connection with his or her adoption of such child, or (d) to care for such child for a period beginning immediately following such birth or placement, the Hours of Service that otherwise would normally have been credited to such Employee but for such absence or, where that cannot be determined, eight Hours of Service per day of absence, shall be treated as Hours of Service hereunder to a maximum of 501 hours for such pregnancy or placement. The hours so credited shall be applied to the year in which absence begins, if doing so will prevent the Employee from sustaining a One-Year Break in that year; otherwise they shall be applied to the immediately following year. The Fund may require, as a condition of granting such credit, that the Employee establish to the satisfaction of the Trustees that the absence is for one of the reasons specified and the period for which such absence occurred.

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

- (v) On and after January 1, 2000, a One-Year Break in Service is repaired if, before incurring a Permanent Break in Service, the Employee is credited with 200 or more Hours of Service in a Calendar Year following the One-Year Break in Service.

Repaired means that the Participant's previously earned Years of Vesting Service and Pension Credits are restored. However, once a Permanent Break in Service is incurred, the One-Year Break in Service cannot be repaired for purposes of Pension Credit and Years of Vesting Service.

(A) participation is restored;

(B) previously earned years of Vesting Service and Pension Credits are restored; and

(C) nothing in this paragraph (v) shall change the effect of a Permanent Break in Service.

(c) Permanent Break in Service After January 1, 1985.

A Participant who has not attained Vested Status has a Permanent Break in Service if he had at least five consecutive One-Year Breaks in Service that equal or exceed the number of years of Vesting Service with which he had been credited. However, no year in which a Participant was totally disabled, or engaged as an officer or Employee of a Local Union or District Council not a Contributing Employer, or the AFL-CIO, or enrolled as a full-time student in an accredited university, shall be considered a One-Year Break in Service if the Participant was so involved for the entire Calendar Year. Such Calendar Years shall be considered a grace period with no accumulation of Pension Credit or Years of Vesting Service.

(d) Permanent Break in Service After January 1, 1976, But Before January 1, 1985.

A Participant, who has not attained Vested Status, has a Permanent Break in Service if he has consecutive One-Year Breaks in Service, including at least one after 1975, that equal or exceed the number of years of Vesting Service with which he had been credited. However, no year in which a Participant was totally disabled, or engaged as an officer or Employee of a Local Union or District Council not a Contributing Employer, or the AFL-CIO, shall be considered a One-Year Break in Service if the Participant was so involved for the entire Calendar Year. Such Calendar Years shall be considered a grace period with no accumulation of Pension Credit or Years of Vesting Service.

(e) Permanent Break In Service Before 1976.

A Participant who has not attained Vested Status, shall have incurred a Permanent Break in Service if before January 1, 1976, he failed to earn at least two quarters of Pension Credit in any period of three consecutive years; except that any failure to earn the required credit because of disability, military service or service as an officer or Employee of a Local Union or District Council not a Contributing Employer, or the AFL-CIO, shall not be considered a Permanent Break in Service.

(f) Effect of a Permanent Break in Service.

If a Participant who has not achieved a Vested Status has a Permanent Break in Service, his pension Credits and years of Vesting Service are cancelled and his participation ceases.

(g) Notwithstanding any other provision of this Plan to the contrary, a Participant who earns any Hours of Service following a One-Year Break in Service or a Permanent Break in Service shall be immediately eligible for restoration of his status as a Participant. However, restoration of Participant status does not mean that the Participant's previously earned Years of Vesting Credit or Pension Credit are restored. The effects of a One-Year Break in Service and a Permanent Break in Service on previously earned years of Vesting Service and Pension Credit are governed by other provisions of this Section 4.3 that are unaffected by this Subsection (g).

4.4 VESTED STATUS

(a) The benefits to which a Participant is entitled under this Plan upon his attainment of Normal Retirement Age are vested, subject however to retroactive amendment made within the limitations of Section 411(a)(3)(C) of the Code and Section 302(c)(8) of ERISA. The benefits to which his or her surviving Spouse may be entitled shall likewise be nonforfeitable.

(b) Vested Status is earned as follows:

(i) A Participant's right to his accrued benefit is nonforfeitable upon his attainment of Normal Retirement Age.

(ii) A Participant with one or more Hours of Service on or after January 1, 1992, acquires Vested Status upon completion of five (5) years of Vesting Service accumulated during the Contribution Period.

- (iii) A Participant who does not meet the requirements in paragraph (b)(i) or (ii) above acquires Vested Status after completion of ten (10) years of Vesting Service.
 - (iv) A Non-Bargained Employee who has an Hour of Service on or after January 1, 1989, as a Participant, acquires Vested Status upon completion of at least five (5) years of Vesting Service, none of which has been canceled by a Permanent Break in Service.
 - (v) Years of Vesting Service that are not taken into account because of a Permanent Break in Service do not count in determining a Participant's Vested Status.
- (c) If there is a change in the vesting schedule, then any Participant who has accumulated at least three (3) years of Vesting Service at the time any change is effective shall have the right to elect to be covered under the previous vesting schedule instead of the new schedule.

4.5 MILITARY SERVICE

Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service, will have to be provided in accordance with Section 414(u) of the Code.

ARTICLE V – FORM OF BENEFIT PAYMENT

5.1 GENERAL

The normal form of benefit payment for a Participant who does not have a Spouse is a single life annuity with a 60-month guarantee. The normal form of benefit payment for a Participant who has a Spouse is a Husband and Wife Pension.

5.2 60 CERTAIN PAYMENTS

If a Pensioner dies before he has received 60 monthly pension payments, his monthly pension payments shall continue to be paid to his designated Beneficiary or contingent Beneficiary (in accordance with Section 6.2), if any, until 60 monthly payments have been made, including the monthly payments to both the Pensioner and his Beneficiary or contingent Beneficiary. This provision applies to a Pensioner receiving a Disability Pension only if the Pensioner was determined to be disabled (within the meaning of Article III) on or after

January 1, 1987. This provision shall not apply to a Pensioner who retires on a Husband and Wife Pension or Survivor Option, but shall apply to a Pensioner who is receiving payment under the Social Security Option, provided Annuity Starting Date is on or after January 1, 1996.

5.3 HUSBAND AND WIFE PENSION

The Husband and Wife Pension provides a lifetime pension for a married Pensioner, plus a lifetime pension for his or her Spouse, starting after the death of the Pensioner. The monthly amount to be paid to the surviving Spouse of a Pensioner is one-half the monthly amount paid to the Pensioner after reduction in accordance with Section 5.4, from the full amount otherwise payable.

The Trustees shall be entitled to rely on a written representation last filed by the Participant before the Participant's Annuity Starting Date as to whether he or she is married. This reliance shall include the right to deny benefits to a person claiming to be the Spouse of a Participant in contradiction to the aforementioned representative of the Participant.

5.4 ADJUSTMENT OF PENSION AMOUNT

Any pension which becomes effective on December 1, 1983, or later, shall be adjusted for the Husband and Wife Pension by multiplying the full amount otherwise payable by the following factors:

(a) Non-Disability Retirement.

89% plus 0.4% for each year Spouse's age is greater than the Employee's age or minus 0.4% for each year Spouse's age is less than the Employee's age, with a maximum factor of 99%.

(b) Disability Retirement.

76.5% plus 0.3% for each year Spouse's age is greater than Employee's age, or minus 0.3% for each year Spouse's age is less than the Employee's age, with a maximum factor of 99%.

(c) The adjustment factors provided in this Section 5.4, Section 5.6, Section 5.9, Section 5.11, and Section 5.13 are not in any respect to be deemed a vested right of any Participant, nor part of his accrued benefit. The factors are subject to change by the Trustees, through amendment of this Plan, provided that no amendment may reduce the amount of a Participant's monthly pension accrued up to the date the factors are changed.

5.5 SURVIVOR'S OPTION

Instead of the Husband and Wife Pension, a Participant may elect, without the application of Section 5.8 hereof, to receive a Survivor's Option Pension under which he will receive an actuarially reduced monthly amount but with 75% or 100% of that lower amount continuing after his death, for the lifetime of his Spouse.

5.6 CALCULATION OF SURVIVOR'S OPTION

Any pension which becomes effective on December 1, 1983, or later, shall be adjusted for a Survivor's Option Pension by multiplying the full amount otherwise payable by the following factors:

(a) Non-Disability Retirement 75%

84% plus 0.5% for each year that Spouse's age is greater than the Employee's age, or minus 0.5% for each year that Spouse's age is less than the Employee's age, with a maximum factor of 99%.

(b) Non-Disability Retirement 100%

79% plus 0.6% for each year that Spouse's age is greater than the Employee's age, or minus 0.6% for each year that Spouse's age is less than the Employee's age, with a maximum factor of 99%.

(c) Disability Retirement 75%

68.5% plus 0.4% for each year that Spouse's age is greater than the Employee's age, or minus 0.4% for each year that Spouse's age is less than the Employee's age, with a maximum factor of 99%.

(d) Disability Retirement 100%

62% plus 0.4% for each year that Spouse's age is greater than the Employee's age, or minus 0.4% for each year that Spouse's age is less than the Employee's age, with a maximum factor of 99%.

5.7 RESTORATION OF PENSION AMOUNTS

- (a) The Husband and Wife Pension provided under Section 5.3, and the Survivor Option Pension provided under Section 5.5, entitles a Spouse to a lifetime pension upon the death of the Pensioner. If the Spouse dies before the Pensioner, or the Pensioner and Spouse are divorced after the Annuity Starting Date, the Pensioner's benefit shall be restored to the amount that would have been payable under the 60 Certain Payment form of pension.

- (b) Restoration of the amount that would have been payable under the 60 Certain Payment form of pension to the Pensioner shall start with the payment for the month immediately following the month in which the Spouse dies or a divorce becomes effective, unless the Pensioner does not notify the Fund in writing within the six-month period following the death or divorce, in which case the restoration will be effective with the month following the notice.

- (c) Restoration of the amount that would have been payable under the 60 Certain Payment form of pension to the Pensioner in the event the Pensioner and Spouse are divorced after the Annuity Starting Date will occur only if the Spouse has, in a Qualified Domestic Relations Order, waived his or her right to the survivor portion of the Husband and Wife Pension or Survivor Option.

5.8 WAIVER OF HUSBAND AND WIFE PENSION

- (a) All pensions shall be paid in the form of a Husband and Wife Pension, unless the Participant has filed with the Trustees in writing, a timely rejection of that form of pension, subject to all of the conditions of this Section.

- (b) A Participant and his or her Spouse may reject the Husband and Wife Pension (or revoke a previous rejection), and elect in its place either the single life annuity with 60-month guarantee as set forth in Section 5.2, or the Social Security Option, within 90 days after his Annuity Starting Date.

If the written rejection of the Husband and Wife Pension is dated more than 90 days after the Annuity Starting Date, the Trustees shall require that a new rejection form be completed by the Participant and the Spouse.

5.9 SOCIAL SECURITY OPTION

- (a) A Participant who is eligible to retire on an Early Retirement Pension may elect to have his benefit actuarially adjusted so that he may receive a pension benefit in a higher amount payable to and including the month of his 62nd birthday and a reduced amount thereafter. The purpose of such election is to enable the Participant to receive an approximately level monthly income for life, together with the primary Social Security benefits, subject to the following:

- (i) the Social Security Option must be elected by the Participant on his pension application in the form provided for this purpose by the Trustees;
- (ii) if the Social Security Option amount from the Fund commencing upon attainment of age 62, would be less than \$15 a month, the Participant shall not have the right to elect this Option;
- (iii) if the Social Security Option is elected, it cannot be revoked; and,
- (iv) if the Social Security Option is elected, no other form of optional benefit can be selected in addition, including the Husband and Wife Pension.

(b) For a pension payable on December 1, 1983, or later, the earlier amount of the pension shall be determined by the following table.

Months as well as years of attained age shall be taken into account; the value of each month in excess of an attained year shall be interpolated from the table.

As of January 1, 2002, Increase in Pension until Age 62 For Each \$1.00 a Month by Which the Increased Pension is to be Reduced Thereafter.	
Age at Retirement	Pension with Supplement Is Payable until Age 62
50	.4191
51	.4477
52	.4788
53	.5125
54	.5491
55	.5890
56	.6326
57	.6802
58	.7324
59	.7898
60	.8530
61	.9227

In no event will the value of this Social Security Option be less than the actuarial equivalent of a straight life annuity where actuarial equivalence is determined using the Applicable Mortality Table and the Applicable Interest Rate.

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

5.10 WIDOW/WIDOWER’S PENSION - ELIGIBILITY

The Spouse of any active Participant, or inactive Participant, who has achieved Vested Status and who dies after January 1, 1976, but before actual Retirement, shall be entitled to a Widow/Widower’s Pension.

5.11 WIDOW/WIDOWER’S PENSION - AMOUNT

(a) Amount and Commencement

- (i) The amount of the pension payable under this Section shall be the monthly amount which would have been payable had the Participant retired on the day before his death, and had not rejected the protection under the Husband and Wife Pension. The widow or widower shall receive one-half (50%) of the pension amount to which the Participant would have been entitled. If the Participant was younger than age 55 on the date of death, the amount shall be calculated as though he or she was age 55 on the date of death.
- (ii) The pension to the Spouse shall be payable starting with the month following the month in which the Participant dies, provided the Participant had reached age 55 at the time of death. If the Participant was younger than age 55 on the date of death, then the pension shall be calculated as provided in (i) above and shall begin starting with the month in which the Participant would have reached age 55.
- (iii) Payments to the Spouse under this Section 5.11 shall end with the payment for the month in which the death of the Spouse occurs.

There shall be no provision for the election of any portion or guarantee of any minimum period of benefits to the Spouse or any Beneficiary.

- (iv) A Spouse may delay the start of a Widow/Widower’s Pension to a date later than the month in which the Participant would have reached age 55, but benefits must begin no later than the month in which the Participant would have reached age 70 1/2. If the benefit is delayed, the amount will be calculated

based on the age the Participant would have reached on the Annuity Starting Date, had he or she lived.

- (b) A Widow/Widower's Pension shall only be paid if the surviving Spouse is alive on the date payments are scheduled to start.
- (c) In lieu of the benefit described in Subsections (a) and (b) above, the surviving Spouse of a Participant who dies prior to retirement may elect to receive an optional benefit. This option would provide an immediate lump sum benefit payable the month after the Participant's death, for those Participants who die on or after January 1, 1997, in an amount actuarially equivalent to 25% of the present value of the survivor pension, payable at the earliest date the Participant could have retired. The remaining 75% of the present value of the benefit will be deferred until the earliest date the Participant could have retired, and converted to a monthly lifetime benefit for the surviving Spouse, based on actuarial factors, and in accordance with the rules described in subsections (a) and (b), and the requirements for determining actuarial equivalents.

In no event will the value of this option be less than the actuarial equivalent of a straight life annuity where actuarial equivalence is determined using the Applicable Mortality Table and the Applicable Interest Rate.

5.12 DEATH BENEFIT BEFORE RETIREMENT

- (a) A Death Benefit shall be paid to the Beneficiary or Beneficiaries of a Participant who:
 - (i) died prior to Retirement but after January 1, 1993;
 - (ii) had attained Vested Status before his death; and,
 - (iii) did not have a Spouse at the time of this death.
- (b) The benefit shall be equal to:
 - (i) 50% of the monthly pension benefit that the Participant would have received had he lived to the earliest retirement date and elected a Husband and Wife Pension with a Spouse of his same age;
 - (ii) multiplied by sixty (60).

- (c) The benefit shall be paid in the form of a lump-sum. Regardless of age, each \$1 of monthly benefit will convert to a lump-sum of \$53.20 based on the PBGC rates in effect as of November 1, 2001. In no event will the value of the lump-sum benefit be less than the actuarial equivalent of a straight life annuity where the actuarial equivalence is determined using the Applicable Mortality Table and the Applicable Interest Rate.
- (d) For purposes of the Section, the Beneficiary or Beneficiaries of the Participant shall be the surviving child or children of the Participant, if any. If there are no surviving children, the Beneficiary or Beneficiaries shall be the surviving parent or parents of the Participant, if any. If there is no surviving child or parent, the Beneficiary or Beneficiaries shall be the surviving grandparent or grandparents of the Participant, if any. If there is no surviving child, parent, or grandparent, the Beneficiary or Beneficiaries shall be the surviving siblings of the Participant, if any. If there is no such Beneficiary, the benefit shall be paid to the legal representative of the Participant's estate. If there is more than one Beneficiary in a category, the benefit shall be paid to the Beneficiaries in the category in equal shares.
- (e) The benefit shall be paid only upon receipt of a written application in a form acceptable to the Trustees within five (5) years after the Participant's death. The application shall include a certified copy of the Participant's death certificate and proof, acceptable to the Trustees, that the applicant is a Beneficiary entitled to receive all or part of the benefit.

5.13 LUMP SUM PAYMENT OF SMALL PENSION AMOUNTS

- (a) With regard to any pension first payable before January 1, 1998, if the actuarial value of the pension on a monthly basis is \$3,500 or less, the Fund shall pay such pension in the form of a lump sum amount. With regard to any pension first payable on or after January 1, 1998, if the actuarial value of the pension on a monthly basis is \$5,000 or less, the Fund shall pay such pension in the form of a lump sum amount. The amount of a lump sum payable shall be determined by valuing each \$1 of monthly pension otherwise payable as shown in Appendices B and C. Months as well as years of attained age shall be taken into account and the actuarial value of each month in excess of an attained age shall be interpolated from Appendices B and C.
 - (i) Conversion Factors for Lump Sum Payment in Lieu of Pension for Laborers. See Appendix B.

(ii) Conversion Factors for Lump Sum Payment Instead of Monthly Payments for Survivors of Survivor Option Pension Only. See Appendix C.

(iii) In no event will the value of this lump sum benefit be less than the actuarial equivalent of a straight life annuity where actuarial equivalence is determined using the Applicable Mortality Table and the Applicable Interest Rate.

(b) Upon the request of any pension applicant whose actuarial present value of his pension is \$7,500 or less, the Trustees may also pay the benefit in the form of a lump sum amount, using the same factors described in Subsection (a) above.

(c) Payment of any lump sum will relieve the Trustees of any further liability for benefits of any kind under the Plan, for the Participant, Pensioner, or the Beneficiary of such person.

5.14 OPTION CONVERSION FACTOR

If payment is to be made under this Plan in a form for which determination of the adjusted amount is not specified by any other part of Article III, the determination is to be made by the Plan's actuary on the basis of a seven percent (7%) interest rate and the 1971 Group Annuity Mortality Table, with the mortality rates of males and females blended into a single set by weighting the two sets of rates in proportion to the percentages of male and female Participants found by the Actuary, on the basis of the relevant experience, to be likely to select the option involved.

In no event shall the value of any form of payment subject to Code Section 417(e)(3) be less than the actuarial equivalent of a straight life annuity where actuarial equivalence is determined using the Applicable Mortality Table and the Applicable Interest Rate.

5.15 ROLLOVER OF DISTRIBUTIONS

(a) A Participant who receives a benefit distribution under the Plan may be entitled to defer some or all federal income tax on the distribution by "rolling over" all or a portion of the distribution to an Individual Retirement Account or to another tax qualified retirement plan. Only an "Eligible Rollover Distribution", as defined in Subsection (b)(i), can be rolled over and can only be rolled over to an "Eligible Retirement Plan", as defined in Subsection (b)(ii).

(b) Definitions:

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

(ii) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in IRC §408(a), an individual retirement annuity described in IRC §408(b), an annuity plan described in IRC §403(a), or a qualified trust described in IRC §401(a) that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. Effective for distributions made after December 31, 2001, an "eligible retirement plan" also shall include an annuity contract described in IRC §403(b) and an eligible plan under IRC §457(b), which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan also shall apply in the case of a distribution to a Surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order as defined in IRC §414(p).

(iii) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse, who is the Alternate Payee under a Qualified Domestic Relations Order, are distributees with regard to the interest of the Spouse or former Spouse.

- (iv) Direct Rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

ARTICLE VI – APPLICATIONS, BENEFIT PAYMENTS, AND RETIREMENT

6.1 APPLICATIONS

A pension must be applied for in writing filed with the Trustees in advance of the Participant's Annuity Starting Date. To be timely for this purpose, an application need not be formally complete provided it gives notice to the Trustees of the applicant's intention to retire and desire to begin to receive pension payments.

A pension shall not be payable for any month before the month an application has been filed.

Notwithstanding anything to the contrary in this Section, benefit distributions shall commence no later than the times required under Sections 401(a)(9) and 401(a)(14) of the Code.

The Pension Fund shall process a claim for benefits as promptly as is feasible, consistent with the need for adequate information and proof necessary to establish the claimant's benefit rights and to commence the payment of benefits.

6.2 DESIGNATION OF BENEFICIARY

No payments shall be owed to any individual unless the individual is designated by the Pensioner as his Beneficiary or contingent Beneficiary on such form as is provided by the Fund for this purpose and such form is submitted by the Pensioner to the Fund. No payments shall be made if the Pensioner has not designated a Beneficiary or contingent Beneficiary, or if both the Beneficiary and contingent Beneficiary predecease the Pensioner, or if the Pensioner dies after receiving 60 monthly benefit payments. If the Pensioner designates a Beneficiary only, payments shall be made to the Beneficiary, and, if the Beneficiary dies before all of the monthly payments are made, no further payments shall be owed. If the Pensioner designates a Beneficiary and a contingent Beneficiary, and the Beneficiary survives the Pensioner, payments shall be made to the Beneficiary. If the Beneficiary does not survive the Pensioner, payments shall be made to the contingent Beneficiary. If the Beneficiary dies before receiving all of the remaining payments, the balance of the remaining payments owed shall be made to the contingent Beneficiary if the contingent Beneficiary survives the Beneficiary. If the designated Beneficiary dies and the contingent

Beneficiary dies before all of the remaining payments are made, no further payments shall be owed.

6.3 INFORMATION AND PROOF

Every claimant for benefits shall furnish, at the request of the Trustees, any information or proof reasonably required to determine his benefit rights. If the claimant makes a willfully false statement material to his application, or furnishes fraudulent information or proof material to his claim, benefits not vested under this Plan may be denied, suspended, or discontinued. The Trustees shall have the right to recover any and all benefits paid in reliance on any false statement, information, or proof submitted by a claimant (including the withholding of material fact) plus interest and costs. Such right of recovery may be exercised through, for example, an offset of benefit payments as provided in Subsection 6.8(f) or by legal proceedings.

6.4 ACTION OF TRUSTEES

The Trustees alone have the discretionary authority, power and right to interpret and apply the terms and conditions of the Plan, to decide on the standards of proof of facts, and to determine facts relating to the application or interpretation of the Plan or to benefits and rights under the Plan. Decisions of the Trustees shall be binding on all persons. The Trustees may delegate some or all of its authority, power and right in this regard to a committee of the Trustees.

6.5 RIGHT OF APPEAL

(a) Benefit Claims

No benefits shall be payable under this Plan unless a Participant or Beneficiary submits to the Fund Office an application for benefits in the form prescribed by the Board of Trustees. The submission to the Fund Office of an application for benefits shall constitute a benefit claim. An individual who submits a claim is referred to as a Claimant.

(b) Other Claims

This procedure shall also apply to any other claim relating to rights and obligations relating to the Fund.

(c) Authorized Representatives

An application for benefits must be signed by the Claimant. However, the Claimant may designate an authorized representative to otherwise act on behalf of the Claimant with regard to his or her application. A person will be recognized as the authorized representative of a Claimant only if the Claimant submits to the Fund Office a written designation that is acceptable to the Pension Fund. The Pension Fund may require use of a special form for this purpose, and may require that the designated representative acknowledge his or her acceptance of the designation. When a Claimant has designated an authorized representative, the Pension Fund shall be entitled to rely on that designation and deal with the authorized representative as if he/she were the Claimant. All communications with and acts by the authorized representative shall be given the same effect as if they were communications with and acts by the Claimant.

(d) Initial Decision On Claim

The Fund Office will review each application or claim and make a decision on whether to grant, deny, or deny in part the application or claim based on the Fund's Rules and Regulations as consistently applied to similarly situated Claimants. The Fund Office may obtain such medical or other professional advice as it deems appropriate to decide the claim. The Fund Office will notify the Claimant in writing whether the claim has been granted, denied, or denied in part.

- (i) If a claim is wholly denied or partially denied, the Fund Office will notify the Claimant within ninety (90) days after receipt of the application by the Fund Office, unless the Fund Office determines that special circumstances require an extension of that period for up to ninety (90) additional days. If such an extension is required, the Fund Office will notify the Claimant in writing of the need for the extension, including the reason, and the date by which the Fund Office expects to be able to make a decision.
- (ii) If an extension under paragraph (i) is required because of the Claimant's failure to provide necessary information, the ninety (90) day period shall be tolled from the date on which the notice of extension is sent to the Claimant until the date on which the Claimant provides the information to the Fund Office. If an extension under paragraph (i) is needed because of a delay in receiving information from the Social Security

Administration, or for any other reason beyond the control of the Fund, the ninety (90) day period shall be tolled from the date on which the notice of extension is sent to the Claimant until the date on which the information is received from the Social Security Administration, or the reason is corrected.

- (iii) The Fund Office may request that a Claimant agree to a longer extension if required by the Fund Office to complete processing of the application.
- (iv) A notice of denial will include: the reason(s) for the denial; a reference to the specific provision(s) of the Rules and Regulations on which the denial is based; a description of any additional material or information needed to perfect the claim and an explanation why it is necessary; a description of the procedure and time limit for appeal of the denial; a statement of the Claimant's right to bring a civil action under ERISA, if and when his or her appeal is denied, if he or she has legal grounds for doing so, and any other information required by applicable law or regulation.

(e) Appeals

A Claimant whose claim is denied in whole or in part by the Fund Office may appeal that denial to the Board of Trustees.

- (i) An appeal must be submitted in writing to the Fund Office within sixty (60) calendar days after the Claimant receives the notice of denial of his or her claim from the Fund Office.
- (ii) The appeal shall state the reasons why the Claimant believes the denial of the claim by the Fund Office was wrong. The Claimant may also submit any written comments, records, documents, and other information to support the appeal.
- (iii) A Claimant will be provided, upon written request to the Fund Office, reasonable access to and copies of all documents, records or other information held by the Fund that is relevant to the claim.
- (iv) The claim and appeal will be given a full and fair review, taking into account all relevant comments, records, documents, and other information submitted by the Claimant, without regard to whether such information was submitted or considered at the time of the initial decision on the claim.

- (v) The Board of Trustees may delegate its responsibility and authority with respect to appeals to an Appeals Committee of the Board. The Appeals Committee shall conduct appeals reviews no less frequently than quarterly. A decision by the Committee shall have the same effect as a decision by the full Board.
- (vi) The Board of Trustees or Appeals Committee normally will decide an appeal at the first appeals review session following the receipt of the appeal by the Fund Office. However, if the appeal is received within thirty (30) days before an appeals review session, the appeal may be deferred until the next appeals review session. If the Board or Committee determines that special circumstances require an extension of the time for consideration of an appeal, the appeal will be decided by no later than the third appeals review session following receipt of the appeal. If such an extension is required, the Fund Office will notify the Claimant in writing of the need for the extension, including the reason(s) why the extension is needed and the date by which the Board or Committee expects to be able to make a decision. The Board or Committee may request that a Claimant agree to a longer extension if required by the Board or Committee to complete its review of the appeal.
- (vii) A decision on an appeal by the Board of Trustees or Appeals Committee will be the final decision of the Pension Fund. However, the Board of Trustees or Appeals Committee may, in its discretion, agree to rehear an appeal for good cause shown.
- (viii) The Fund Office will notify the Claimant in writing or electronically of the Board of Trustees' or Appeals Committee's decision on the appeal within five (5) business days after the decision is made. If the appeal is denied in whole or in part, the notice will include: the specific reason(s) of the decision; a reference to the specific provision(s) of the Rules and Regulations on which the decision is based; a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claim; a statement of the Claimant's right to bring a civil action under ERISA if he or she has legal grounds for doing so, and any other information required by applicable law or regulations.

- (ix) The Board of Trustees may obtain medical, vocational, and other professional advice in deciding an appeal and may rely on same.
- (f) Disability Pension Claims-Special Rules

If a Claimant is applying for a Disability Pension based on a Social Security Administration determination that the Claimant is disabled and eligible for disability benefits from that program, the provisions of Subsections (a) through (e), above, shall be applicable to the claim. If a Claimant is applying for a Disability Pension, but is not relying on a Social Security Administration determination of disability, the following special rules of this Subsection (f) shall also apply with respect to the claim and shall supercede any contrary provision of Subsections (a) through (e).

- (i) Initial Decision On Special Rule Claim
 - (A) If the claim is wholly denied or partially denied, the Fund Office will notify the Claimant within forty-five (45) days after receipt of the application by the Fund Office, unless the Fund Office determines that special circumstances beyond the Fund's control require an extension of that period for up to thirty (30) additional days. If such an extension is required, the Fund Office will notify the Claimant before the expiration of the forty-five (45) day period, in writing, of the need for the extension, including the reason why the extension is needed, the date by which the Fund Office expects to be able to make a decision, the standards on which entitlement to the benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve the issues.
 - (B) If the Fund Office determines that special circumstances beyond the Fund's control require an additional extension for up to thirty (30) days, the Fund Office will notify the Claimant before the expiration of the first extension, in writing, of the need for the extension and the notice shall include the same information as the first extension notice.
 - (C) If an extension is required because of the Claimant's failure to provide necessary information, the decision period shall be tolled from the date on which the notice of extension is sent to the Claimant until the date on which the Claimant provides the information to the Fund

Office. The Claimant shall be given at least forty-five (45) days to provide any required information.

- (D) A notice of denial will include, in addition to the information described in Subsection (d)(iii), above, the following information: any internal rule, guideline, protocol, or similar criterion relied upon in denying the claim; or, a statement that such a rule, guideline, protocol or criterion was relied upon and that a copy will be provided free of charge to the Claimant upon request.

(ii) Appeals Of Special Rule Claim Denial:

- (A) An appeal must be submitted in writing to the Fund Office within one hundred eighty (180) calendar days after the Claimant receives the notice of denial of his or her claim from the Fund Office. The appeal shall state the reasons why the Claimant believes that the denial of the claim by the Fund Office was wrong. The Claimant may also submit any written comments, records, documents, and other information to support the appeal.
- (B) A Claimant will be provided, upon written request to the Fund Office, reasonable access to and copies of all documents, records or other information held by the Fund that is relevant to the claim. The Claimant shall also be provided with identification of any medical or vocational expert whose advice was obtained in connection with the denial, even if the advice was not relied upon in denying the claim.
- (C) The review of the appeal will not give deference to the initial decision of the Fund Office.
- (D) If the denial was based, in whole or in part, on medical judgment, the Board or Appeals Committee shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The professional must not have been consulted by the Fund Office in connection with the initial decision on the claim nor subordinate to any professional consulted in connection with the initial decision.

- (E) The notice of the decision on appeal to the Claimant shall include, in addition to the information described in Subsection (e)(viii), above, the following information:

- (1) any internal rule, guideline, protocol, or similar criterion relied upon in denying the claim; or, a statement that such a rule, guideline, protocol or criterion was relied upon and that a copy will be provided free of charge to the Claimant upon request; and

- (2) if required by the Labor Department, the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

(g) Electronic Notices

Notices required or permitted under this Section may be provided electronically, instead of in writing, to the extent permitted by and in accordance with Labor Department regulations governing claims and appeals procedures and electronic communications.

(h) Consistency of Decision-Making

To ensure consistency in making decisions of benefit claims, the Fund Office, Board and Appeals Committee shall consistently apply the written rules and procedures of the Fund with respect to all benefit claims. Further, the Fund Office shall conduct an annual review of benefit claims decisions to verify that the rules and procedures are being consistently applied.

6.6 BENEFIT PAYMENTS GENERALLY

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

(b) The fact that a Participant meets the requirements for a Vested Pension is not itself any guarantee that benefits will be paid. No benefits shall be payable unless the Participant makes an application, is alive, retired, and meets the age requirement for a pension on his Annuity Starting Date.

(c) Pension benefits shall be payable commencing with the Participant's Annuity Starting Date.

However, a Participant may elect in writing, filed with the Trustees, to begin receiving benefits on some later date, subject to Section 6.6(e).

The pension shall last be payable for the month in which the death of the Pensioner occurs, except as provided in accordance with a Husband and Wife Pension, Survivor Option, or any other provision of this Plan for payment after death of the Pensioner.

(d) Payment of benefits may begin sooner but shall begin no later, than 60 days after the last of the following dates (except where otherwise elected in accordance with (c) above):

(i) the end of the Calendar Year in which the Participant (A) attained Normal Retirement Age or, if sooner, (B) completed the age and service requirements for eligibility for pension payment, including the age necessary for payment of any deferred pension to begin;

(ii) the end of the Calendar Year in which the Participant retired;

(iii) the date the Participant filed a claim for benefits; and,

(iv) the date the Trustees were first able to ascertain entitlement to, or the amount of the pension.

(e) Payment of benefits shall include retroactive payment for any months for which the pension is due and payable in accordance with Subsection (d) of this Section.

A Participant may, however, elect in writing filed with the Trustees, to receive benefits first payable for a later month, provided that no such election may postpone the commencement of benefits to a date later than the Participant's Required Beginning Date. A Participant's Required Beginning Date is April 1 of the Calendar Year following the Calendar Year in

which the Participant attains age 70 1/2, even if the Participant remains in Covered Employment.

Notwithstanding anything to the contrary in this Plan, benefit distributions shall commence no later than the times required under Sections 401(a)(9) and 401(a)(14) of the Code.

(f) The Pension Fund shall be entitled to recover any payment or overpayment made by mistake to any person, or any payment to which the recipient is not entitled under the Plan. The recipient of any such payment or overpayment shall be deemed to hold the payment or overpayment in constructive trust for the benefit of the Pension Fund. The Pension Fund shall be entitled to recover any such payment or overpayment through any lawful means, including offsetting against future benefits and legal or equitable civil actions.

6.7 RETIREMENT

(a) General Rule. To be considered "Retired", a Participant must have separated from service as a laborer under any agreement with any and all Employers which require contributions to the Pension Fund. For non-bargained Employees, retirement means separation from employment of the type performed while a Participant.

(b) "Delayed Retirement" is a Participant who applies for benefits after Normal Retirement Age, but who was eligible to receive a pension at and after Normal Retirement Age, shall receive retroactive benefits for the period from Normal Retirement Age to his Annuity Starting Date.

6.8 SUSPENSION OF BENEFITS

(a) Before Normal Retirement Age.

The monthly benefit shall be suspended for any month in which the Participant is employed in disqualifying employment before he has attained Normal Retirement Age. "Disqualifying employment," for the period before Normal Retirement Age, is self-employment or any employment with a Contributing Employer, or with the company doing the same work as a Contributing Employer, provided that such self-employment or employment:

(i) is in an occupation falling within the trade jurisdiction of the Union;

- (ii) is in an occupation in which the Participant worked under the Plan at any time; and,
- (iii) is in any geographic area under the jurisdiction of the Pension Fund.

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

(b) After Normal Retirement Age.

- (i) If the Participant has attained a Normal Retirement Age, but has not yet reached his Required Beginning Date, his monthly benefit shall be suspended for any month in which he worked or was paid for at least 40 hours in disqualifying employment. After attainment of Normal Retirement Age, “disqualifying employment” means:

(A) self-employment or employment with an Employer covered by the Plan when the Participant’s pension payments began;

(B) in the geographical area covered by the Plan when the Participant’s pension began; and,

(C) in any occupation in which the Participant worked under the Plan at any time. However, in any event, any work for at least 40 hours in a month for which contributions are required to be made to the Plan shall be disqualifying.

- (ii) The geographic areas covered by the Plan are the States of Alabama, Arizona, Arkansas, Colorado, Florida, Georgia, Iowa, Kentucky, Louisiana, Mississippi, New Mexico, North Carolina, North Dakota, Oklahoma, South Carolina, South Dakota, Tennessee, Texas, Virginia, Wyoming, areas of California and New York; and, any other area covered by the Plan when the Participant’s pension began or, but for suspension under this Article, would have begun.

- (iii) If a retired Pensioner re-enters Covered Employment to an extent sufficient to cause a suspension of benefits, and his pension payments are subsequently resumed, the industry and area covered by the Plan “when the Participant’s pension began” shall be the industry and area covered by the Plan when his pension was resumed.

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

(c) Definition of Suspension.

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

(d) Notice.

- (i) Upon commencement of pension payments, the Trustees shall notify the Pensioner of the Plan Rules governing suspension of benefits, including identity of the industries and area covered by the Plan. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Pensioner, if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.

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

If a Pensioner has worked in disqualifying employment for any number of hours for a contractor at a building or construction site and he has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he has engaged in such work for as long as the contractor has

been and remains actively engaged at the site. The Pensioner shall have the right to overcome such presumption by establishing that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits.

The Trustees shall inform all Pensioners at least once every 12 months of the re-employment notification requirements and the presumptions set forth in this paragraph.

- (iii) A Pensioner whose pension has been suspended shall notify the Plan in writing when disqualifying employment has ended. The Trustees shall have the right to hold back benefit payments until such notice is filed with the Plan.
- (iv) A Pensioner may request in writing that the Plan advise him whether specific employment would be disqualifying. The Plan shall provide the Pensioner with its determination within a reasonable period of time.
- (v) 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 under Subsection (f)(ii), the suspension notice shall explain the offset procedure and identify the amount expected to be recovered, and the periods of employment to which they relate.

(e) Review.

A Pensioner shall be entitled to a review of a determination suspending his benefits by written request filed with the Trustees within 120 days of the notice of suspension.

The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that a contemplated employment will be disqualifying.

(f) Resumption of Benefit Payments.

- (i) Benefits shall be resumed for months after the last month for which benefits were suspended, with payments beginning no later than the third month after the last calendar month for which the Participant's benefits were suspended, provided the Pensioner has complied with the notification requirements of Subsection (d)(iii) above.
- (ii) Overpayments attributable to payments made for any month, or months, for which the Participant had disqualifying employment shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after the Pensioner attained Normal Retirement Age shall not exceed 25 percent of the pension amount (before deduction), except for the first pension payment due upon resumption of payments after a suspension, which shall be subject to deduction without limitation.

If a Pensioner dies before recoupment of overpayments has been completed, deductions shall be made from the benefits payable to his Beneficiary or Spouse receiving a pension, subject to the 25 percent limitation on the rate of deduction.

6.9 BENEFIT PAYMENTS FOLLOWING SUSPENSION

- (a) The monthly amount of pension when resumed after suspension shall be determined under paragraph (i) or (ii), whichever is applicable, and adjusted for any optional form of payment in accordance with paragraph (iii). Nothing in this Section shall be understood to extend any benefit increase or adjustment effective after the Participant's initial retirement to the amount of pension upon resumption of payment, except to the extent that it may be expressly directed by other provisions of the Plan.
 - (i) Resumption before Normal Retirement Age. The amount shall be determined under this paragraph if, upon resumption (the end of the first month for which payment is resumed), the Participant had not yet attained Normal Retirement Age. The amount shall be determined as if it were then being determined for the first time, but on the basis of an adjusted age. The adjusted age shall be the age of the Participant at the beginning of the first month for which payment is resumed, reduced by the months for which he previously received benefits to which he was entitled.

- (ii) Resumption after Normal Retirement Age. The amount shall be determined under this paragraph, if, upon resumption (the end of the first month for which payment is resumed), the Participant had attained Normal Retirement Age. The amount shall be determined as if it were then being determined for the first time, but on the basis of an adjusted age. The adjusted age shall be the age of the Participant at the beginning of the first month for which payment is resumed, reduced by the months for which he previously received benefits to which he was entitled.
 - (iii) The amount determined under the above paragraphs shall be adjusted for the Husband and Wife Pension or any other optional form of benefit in accordance with which the benefits of the Participant and any contingent annuitant or Beneficiary are payable.
- (b) (i) A Pensioner who returns to Covered Employment for an insufficient period of time to complete a Year of Vesting Service, shall not, on subsequent termination of employment, be entitled to a recomputation of pension amount based on the additional service.
- (ii) If a Pensioner who returns to Covered Employment completes a Year of Vesting Service, he shall, upon his subsequent retirement, be entitled to a recomputation of his pension amount, based on any additional Pension Credits. The additional pension shall be calculated only with respect to the period of reemployment.
 - (iii) If a Pensioner who returns to Covered Employment completes at least five (5) Pension Credits he shall, upon his subsequent retirement, be entitled to a recomputation of his pension amount as if the pension were being determined for the first time.
- (c) Husband and Wife Pensions or Survivor Options in effect immediately prior to suspension of benefits and any other benefit following the death of the Pensioner shall remain effective if the Pensioner's death occurs while his benefits are in suspension.

If a Pensioner has returned to Covered Employment, he shall not be entitled to a new election as to the Survivor Pension Option or any other optional form of benefit.

6.10 INCOMPETENCE OR INCAPACITY OF A PENSIONER OR BENEFICIARY

In the event it is determined to the satisfaction of the Trustees that a Pensioner or Beneficiary is unable to care for his/her affairs because of mental or physical incapacity, any payment due may be applied, at the discretion of the Trustees, to the maintenance and support of such 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.

6.11 NON-ASSIGNMENT OF BENEFITS

- (a) No Participant, Pensioner or Beneficiary entitled to any benefits under this Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner, his legal or beneficial interest, or any interest in assets of the Pension Fund, or benefits of this Plan. Neither the Pension Fund nor any of the assets thereof, shall be liable for the debts of any Participant, Pensioner, or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment or execution of process in any Court or action, or proceeding.
- (b) Notwithstanding the foregoing, paragraph (a) shall not preclude:
 - (i) Any benefits from being paid in accordance with the requirements of any Qualified Domestic Relations Order; and,
 - (ii) Any offset of a Participant's benefits as provided under Code Section 401(a)(13) with respect to:
 - (A) a judgment of conviction for a crime involving the Plan;
 - (B) a civil judgment, consent order or decree in an action for breach or alleged breach of fiduciary duty under ERISA involving the Plan; or,
 - (C) a settlement agreement between the Participant and either the Secretary of Labor or the Pension Benefit Guaranty Corporation in connection with a breach of fiduciary duty under ERISA by a fiduciary or any other person, which court order, judgment, decree or agreement is issued or entered into on or after August 5, 1997,

and specifically requires the Plan to offset against a Participant's benefits.

- (iii) However, an offset under Section 401(a)(13) of the Code against a married Participant's benefits shall be valid only if one of the following conditions is satisfied:
- (A) if the written spousal consent is obtained;
 - (B) the Spouse is required by a judgment, order, decree or agreement to pay the Plan any amount, or,
 - (C) a judgment, order, decree or agreement provides that the Spouse shall receive a survivor annuity, as required by Section 401(a)(11) of the Code, determined as if the Participant terminated employment on the offset date (with no offset to his benefits), to begin on or after Normal Retirement Age, and providing a 50% qualified joint and survivor annuity and a qualified pre-retirement survivor annuity based on the 50% qualified joint and survivor annuity.

6.12 NO RIGHT TO ASSETS

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

6.13 MAXIMUM LIMITATION

- (a) In no event shall this Plan pay benefits in excess of the maximum amount permitted for defined benefit plans under Section 415 of the Internal Revenue Code and regulations thereunder.
- (b) For purposes of this Section, the limitation year shall be the calendar year commencing on January 1 and ending on December 31.
- (c) "Compensation," for purposes of this Article, means an Employee's salary or wages for services to an Employer as reflected on his/her Form W-2s, plus, for periods on or after September 1, 1998, amounts excluded from taxable income under Code Sections 125, 402(g)(3), 457, and 401(k), to the extent

permitted by the Code, plus, for periods on and after September 1, 2001, amounts excluded from taxable income under Code Section 132(f)(4).

- (d) To the full extent permitted by the Code and Regulations, when the Code Section 415 limits are adjusted by the Commissioner of Internal Revenue in accordance with the Code, the benefits of all Participants and Beneficiaries, including Pensioners, affected by the limits shall be adjusted in accordance with applicable IRS regulations to reflect the adjustment in the limits. The benefit adjustment shall be applied prospectively as of the effective date of the adjustment to the limits.
- (e) Effective for limitation years beginning after December 31, 2001, for purposes of the limitations contained in Section 6.13 of the Plan, benefit increases resulting from the increase in Code Section 415(b) limitations enacted by the Economic Growth and Tax Relief Reconciliation Act of 2001, will be provided to all current Participants and all former Participants (with benefits limited by Section 415(b)) who have an accrued benefit under the Plan immediately prior to the effective date of this section (other than an accrued benefit resulting from a benefit increase solely as a result in increases in limitations under Code Section 415(b)).
- (f) Although the benefit accrued under this Plan is not based on compensation, the following rules are included for purposes of compliance with IRC §401(a)(17).
 - (i) Increase in Limit. The annual compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed \$200,000. For this purpose, annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is determined under the Plan (the "determination period"). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, compensation for any prior determination period shall be limited as provided in Subsection (iii) below. To the extent that provisions of the Plan are inconsistent with the provisions of this Section, the provisions of this Section should govern.
 - (ii) Cost-of-Living Adjustment. The \$200,000 limit on annual compensation in subsection (i) above shall be adjusted for cost-of-living increases in accordance with IRC 401(a)(17)(B). The cost-of-living adjustment in effect for a

calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

- (iii) Compensation Limit for Prior Determination Periods. In determining benefit accruals in Plan Years beginning after December 31, 2001, the annual compensation limit in Subsection (i) above, for determination periods beginning before January 1, 2002, shall be \$200,000.

ARTICLE VII – PARTICIPATION OF NEW EMPLOYERS, MERGERS, TERMINATION

7.1 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.

7.2 LIMITATION OF LIABILITY

This 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 Plan, if the Pension Fund does not have assets to make such payments.

7.3 NEW EMPLOYERS

- (a) If an Employer is sold, merged, or otherwise undergoes a change of company identity, the successor company shall participate as to the Employees theretofore covered in the Plan just as if it were the original company, provided it remains a Contributing Employer as defined in Section 1.9.

- (b) Any Employer accepted as a Contributing Employer may be required to sign, along with the Union, a Standard Form of Participation Agreement, as approved by the Trustees, which sets forth the full details of the basis for contributions to the Fund and the basis for acceptance as a Contributing Employer.
- (c) When a Contributing Employer is accepted for participation the Trustees may, in writing, impose on such acceptance, any terms and conditions they consider necessary to preserve the actuarial soundness of the Fund and to preserve an equitable relationship between the basis of contributions of all Contributing Employers and the benefits provided for all covered Employees. Such conditions may include, but shall not be limited to, the imposition of special waiting periods before the commencement of benefits for Pensioners and/or the granting of a lower scale of benefits.

7.4 MERGERS OF PLANS AND TRANSFERS

- (a) In the case of Participants formerly covered by Pension Plans which have merged with this Plan, the Merger Agreement, Integration Agreement, or other documents approved by the Trustees of both Plans shall establish the special rules, if any, for such Participants with respect to:
 - (i) Pension Credit and Years of Vesting Service for periods prior to the Contribution Period;
 - (ii) benefit levels for Pension Credit prior to the date of merger;
 - (iii) special types of benefits or conditions for existing Participants; and,
 - (iv) minimum periods of service during the Contribution Period before benefits become payable.
- (b) In the event that any other Pension Plan is merged with this Plan, or in the event that this Plan engages in a transfer of liabilities and assets with another Pension Plan, no Participant's or Beneficiary's accrued benefits shall be lower after the effective date of the merger or transfer than his accrued benefit immediately before that date. A merger or transfer of liabilities and assets shall be permitted only in accordance with the applicable provisions of ERISA Section 4231.

7.5 TERMINATED EMPLOYER

- (a) **Cancellation of Past Service Credit:** If an Employer's obligation to contribute to the Pension Fund with respect to a bargaining unit or non-bargaining unit group ceases before the Employer has contributed to the Fund for the unit or group for at least twenty (20) years, employment in the unit or group before the Contribution Period shall not be credited as provided in Section 4.1(b), and the Trustees shall cancel any obligation of the Fund to Participants in that unit or group with regard to employment before the Contribution Period, to the extent that the cessation of the Employer's contributions is determined by the Trustees to have an adverse actuarial impact on the Fund as a whole. Notwithstanding the foregoing sentence, the benefits of a Pensioner in pay status shall not be reduced because the benefits are based on Past Service Credit.
- (b) **Dismissal of Employer:** If an Employer fails to pay contributions owed to the Pension Fund within one hundred twenty (120) days after they are due to the Fund, the Trustees may, in their discretion, dismiss the Employer from participation in the Fund with regard to all or some units or groups for which it is obligated to contribute to the Fund. The forbearance of the Trustees in not dismissing such an Employer shall not prejudice the Trustees' right and discretion to later dismiss the Employer. The Trustees may also dismiss an Employer from participation in the Fund with regard to all or some units or groups for which it is obligated to contribute if, in their discretion, the Employer's continued participation in the Fund would be detrimental to the Fund as a whole. The Fund will accept no contributions from the Employer for periods after its dismissal, but such a dismissal shall not excuse the Employer from paying all contributions owed for periods before its dismissal. No Participant or other person shall be credited for any employment with the Employer after the Employer's dismissal. The provisions of Subsection (a) shall also apply in the case of an Employer's dismissal.

7.6 TERMINATION

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

ARTICLE VIII – AMENDMENTS & INTERPRETATIONS

8.1 AMENDMENTS

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

- (a) as necessary to establish or maintain the qualification of the Plan or the Trust Fund under the Code and to maintain compliance of the Plan with the requirements of ERISA; or,
- (b) if the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(c)(8) of the Code, 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.

8.2 INTERPRETATION AND APPLICATION OF PLAN AND PROCEDURE

- (a) The Trustees alone have the discretionary authority, power and right to interpret and apply the terms and conditions of the Plan, to decide on the standards of proof of facts, and to determine facts relating to the application or interpretation of the Plan or to benefits and rights under the Plan. Interpretations shall be applied in a nondiscriminatory manner to all similarly situated Participants.
- (b) The Trustees may adopt such procedures, forms, rules, processes, and agreements as they, in their sole discretion, deem necessary, helpful, or appropriate for the proper administration of the Pension Plan, and may mandate compliance therewith by all persons.
- (c) The decisions of the Trustees shall be binding on all Participants, Beneficiaries, Claimants, Employers and other parties.
- (d) The Trustees may obtain and rely on such medical, legal and other professional advice as they deem necessary, helpful or appropriate for the interpretation, application, or administration of the Plan.

ARTICLE IX —TOP-HEAVY PLAN PROVISIONS

9.1 APPLICATION

- (a) If for any Plan Year, the Fund, as a whole, is determined to be a “Top-Heavy Plan”, the special vesting and minimum benefit provisions of this Section shall apply in accordance with Code Sections 416(b) and (c) and regulations issued thereunder.
- (b) If for any Plan Year the plans of a Special Class Employer are determined to be “Top-Heavy Plans” within the meaning of Code Section 416(g), the special vesting and minimum benefit provisions of this Section shall apply in accordance with Code Sections 416(b) and (c) and regulations issued thereunder to the non-bargaining unit employees of the Special Class Employer.
- (c) For Plan Years beginning prior to September 1, 2000, in the event that the Plan is determined to be a Top-Heavy Plan, the number “1.25” shall be replaced by “1.00” for purposes of applying Code Section 415(e).

9.2 DEFINITIONS

- (a) A “Special Class Employer”, for purposes of this Article, means an Employer, other than the Union that has been permitted by the Board of Trustees to contribute to the Fund for non-bargaining unit Employees, in accordance with Article I, Section 1.9, and contributes for a Key Employee.
- (b) A “Key Employee” means an individual defined in Code Sections 416(i)(1) or (5) and regulations issued thereunder.
- (c) “Aggregation Group” means a “Required Aggregation Group” and a “Permissive Aggregation Group.” A “Required Aggregation Group” means a group defined in Code Section 416(g)(2)(A)(i) and regulations issued thereunder. A “Permissive Aggregation Group” means a group defined in Code Section 416(g)(2)(A)(ii) and regulations.
- (d) A “Top-Heavy Group” means any Aggregation Group if, as of a Determination Date, the sum of the present value of the cumulative accrued benefits for all Key Employees under all defined benefit plans included in the Aggregation Group and the aggregate of the accounts of the Key Employees under all defined contribution plans included in the Aggregation Group exceeds 60% of a similar sum determined for all employees, and as otherwise

defined in Code Section 416(g)(2)(B) and regulations issued thereunder.

- (e) A “Top-Heavy Plan” means a plan described in Code Section 416(g) and regulations issued thereunder.
- (f) “Compensation,” for purposes of this Article, means an Employee’s salary or wages for services to the Employer as reflected on his/her Form W-2s, plus, for periods on or after September 1, 1998, amounts excluded from taxable income under Code Sections 125, 402(g)(3), 457, and 401(k), to the extent permitted by the Code, plus, for periods on and after September 1, 2001, amounts excluded from taxable income under Code Section 132(f)(4).
- (g) “Determination Date” means for any Plan Year the last day of the preceding Plan Year.
- (h) For purposes of this Article, “present values” shall be determined as of the most recent valuation date occurring within the 12-month period ending on the Determination Date, computed as if the Employee voluntarily terminated service as of the valuation date (except as otherwise provided in applicable regulations).

9.3 DETERMINATION OF TOP-HEAVY STATUS

- (a) This Plan shall be considered a Top-Heavy Plan if, as of a Determination Date, either:
 - (i) the present value of the cumulative accrued benefits under the Plan of the Key Employees exceeds 60% of the present value of the cumulative accrued benefits of all Employees; or
 - (ii) the Plan is part of a Top-Heavy Group.
- (b) For purposes of determining the present value of the cumulative accrued benefits or the amount of the account of any Employee, such present value or account shall include the dollar value of the aggregate distributions made with respect to each such Employee under the applicable plan during the one-year period ending on the Determination Date, unless such amount is reflected in the value of accrued benefits or account balances as of the most recent valuation date. The preceding sentence shall also apply to a distribution under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i). In the case of a distribution made for a reason other than separation from employment, death or disability,

and for any distribution made in Plan Years beginning prior to January 1, 2002, the first sentence of this subsection shall be applied by substituting “five-year period” for “one-year period.”

- (c) Except as otherwise provided in Section 416 or regulations issued thereunder, if a rollover (or similar transfer) is initiated by the Employee and made to a plan maintained by the Employer or affiliate, the transferee plan shall not include it in determining whether such plan is a Top-Heavy Plan or whether an Aggregation Group is a Top-Heavy Group.
- (d) If an individual was not a Key Employee with respect to any plan for any plan year, but such individual was a Key Employee with respect to such plan for any prior plan year, any accrued benefit or account for such Employee shall not be taken into account.
- (e) If any individual has not performed services for any Employer or an affiliate maintaining the Plan at any time during the one-year period ending on the Determination Date, any accrued benefit or account for such individual shall not be taken into account. For Plan Years prior to January 1, 2002, the accrued benefits and accounts of any individual who has not performed services for the Employer during the five-year period ending on the Determination Date shall not be taken into account.
- (f) To the extent permitted by Section 416 and regulations issued thereunder, a Special Class Employer may include the Fund as a whole as part of the Aggregation Group for purposes of determining Top-Heavy status.

9.4 SPECIAL VESTING PROVISIONS

If the Plan is determined to be a Top-Heavy Plan with respect to any Plan Year, a Participant’s vested portion of his/her accrued benefit derived from Employer contributions shall be determined under the following schedule, notwithstanding any other provisions of the Plan:

<u>Years of Service</u>	<u>Vested Percentage</u>
Less than 2 years	0%
2 years	20%
3 years	40%
4 years	60%
5 years	100%

9.5 MINIMUM BENEFITS

- (a) If the Plan is determined to be a Top-Heavy Plan with respect to any Plan Year, the accrued annual pension of each Participant who is not a Key Employee, when converted to an actuarially equivalent amount payable as a straight life annuity (with no ancillary benefits) beginning at Normal Retirement Age shall not be less than the applicable percentage of the Participant’s average compensation. The applicable percentage is the lesser of (a) 2% multiplied by the number of years of service (as defined in Code Section 416(c)(1)(C)) with the Employer or an affiliate, or (b) 20%. Years of service shall not include any years of service completed in a Plan Year beginning before September 1, 1984, or if the Plan was not Top-Heavy for any Plan Year ending during such year of service. Average annual compensation shall be determined with respect to the period of consecutive years, not exceeding 5, during which the Participant had the greatest aggregate compensation. The compensation of any Employee in excess of \$200,000 for any year shall be disregarded in determining his / her average annual compensation.
- (b) Effective for Plan Years beginning on or after January 1, 2002, in determining years of service with the Employer for purposes of this Section, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits no Key Employee or former Key Employee.

9.6 COLLECTIVE BARGAINING PROVISIONS

Multiemployer plans described in Code Section 414(f), including this Fund, to which the Employer makes contributions for its Employees shall be treated as plans of that Employer to the extent that benefits under the plans are provided to Employees of the Employer because of service with the Employer. However, Sections 9.04 and 9.05 shall not apply to any Employee included in a collective bargaining unit.

APPENDIX A

	Contribution Rate Tasa de Contribución													
	Regular Pension Amount Accrued For A Year of Pension Credit Before Periods On And Before June 30, 1977 Monto de Pensión Normal Acumulado por un Año de Crédito de Pensión Antes de los Periodos Durante y Antes del 30 de Junio de 1977		Regular Pension Amount Accrued For A Year of Pension Credit Up To December 31, 1985 (Maximum 25 Years). Monto de Pensión Normal Acumulado por un Año de Crédito de Pensión Hasta el 31 de Diciembre de 1985 (Máximo 25 Años).		Regular Pension Amount Accrued For A Year of Pension Credit For Period January 1, 1986 to April 30, 1987. Monto de Pensión Normal Acumulado por un Año de Crédito de Pensión por el Periodo del 1 de Enero de 1986 al 30 de Abril de 1987.		Regular Pension Amount Accrued For A Year of Pension Credit Up to December 31, 1985, If Last Credit Earned in 1988. Monto de Pensión Normal Acumulado por un Año de Crédito de Pensión Hasta el 31 de Diciembre de 1985, Si el último Crédito se Obtuvo en 1988.		Regular Pension Amount Accrued For A Year of Pension Credit For Period May 1, 1987 to December 31, 1988, If Last Credit Earned in 1988 or If Last Credit Earned in 1989. All Credit is Based At This Level. Monto de Pensión Normal Acumulado por Un Año de Crédito de Pensión por el Periodo del 1 de Mayo de 1987 al 31 de Diciembre de 1988, Si el último Crédito se Obtuvo en 1988 o Si el último Crédito se Obtuvo en 1989. Todo el Crédito se Basa en Este Nivel.		Regular Pension Amount Accrued For A Year of Pension Credit For Period January 1, 1990 to December 31, 1999. Monto de Pensión Normal Acumulado por un Año de Crédito de Pensión por el Periodo del 1 de Enero de 1990 al 31 de Diciembre de 1999.		Regular Pension Amount Accrued For A Year of Pension Credit For Periods On And After January 1, 2000. Monto de Pensión Normal Acumulado por un Año de Crédito de Pensión para Periodos Durante y Después del 1 de Enero de 2000.	
	1	2	3	4	5	6	7							
.05	2.86	2.00	2.49	2.63	3.24	3.99	3.26							
.06	3.43	2.46	3.06	3.20	3.98	4.91	4.00							
.07	4.00	2.86	3.57	3.72	4.64	5.74	4.68							
.08	4.58	3.32	4.14	4.35	5.39	6.64	5.42							
.09	5.15	3.78	4.71	4.92	6.12	7.56	6.16							
.10	5.72	4.18	5.21	5.43	6.77	8.36	6.81							
.11	6.29	4.63	5.78	6.06	7.51	9.28	7.57							
.12	6.86	5.09	6.35	6.64	8.26	10.19	8.31							
.13	7.44	5.49	6.86	7.15	8.92	11.01	8.97							
.14	8.01	5.95	7.43	7.78	9.65	11.93	9.73							
.15	8.58	6.41	8.00	8.35	10.40	12.84	10.47							
.16	9.15	6.81	8.50	8.87	11.04	13.65	11.12							
.17	9.72	7.26	9.07	9.50	11.79	14.57	11.88							
.18	10.30	7.72	9.64	10.07	12.54	15.48	12.62							
.19	10.87	8.12	10.15	10.58	13.18	16.30	13.28							
.20	11.44	8.58	10.72	11.15	13.93	17.22	14.04							
.21	12.01	8.98	11.22	11.73	14.58	18.01	14.68							
.22	12.58	9.38	11.72	12.24	15.23	18.82	15.34							
.23	13.16	9.78	12.22	12.76	15.88	19.61	15.99							
.24	13.73	10.24	12.79	13.33	16.62	20.53	16.74							
.25	14.30	10.64	13.29	13.84	17.28	21.35	17.28							
.26	14.87	11.04	13.79	14.36	17.93	22.14	18.04							
.27	15.44	11.44	14.30	14.87	18.59	22.96	18.72							
.28	16.02	11.90	14.87	15.50	19.32	23.88	19.46							
.29	16.59	12.41	15.51	16.19	20.16	24.90	20.30							
.30	17.16	12.87	16.08	16.76	20.90	25.82	21.04							
.31	17.73	13.33	16.65	17.33	21.64	26.73	21.79							

	1	2	3	4	5	6	7
.32	18.30	13.84	17.30	18.02	22.48	27.78	22.64
.33	18.88	14.30	17.87	18.59	23.23	28.72	23.40
.34	19.45	14.70	18.37	19.68	23.88	29.51	24.04
.35	20.02	15.10	18.87	19.95	24.53	30.31	24.70
.36	20.48	15.50	19.37	20.19	25.17	31.10	25.35
.37	20.94	15.96	19.94	20.76	25.91	32.02	26.10
.38	21.39	16.36	20.44	21.28	26.57	32.83	26.76
.39	21.85	16.76	20.94	21.79	27.22	33.63	27.40
.40	22.31	17.16	21.45	22.31	27.88	34.46	28.08
.41	22.77	17.56	21.94	22.88	28.52	35.25	28.72
.42	23.22	17.96	22.45	23.39	29.18	36.05	29.38
.43	23.68	18.36	22.94	23.91	29.82	36.85	30.03
.44	24.14	18.82	23.51	24.48	30.56	37.77	30.78
.45	24.60	19.22	24.02	25.00	31.22	38.58	31.44
.46	25.05	19.62	24.51	25.51	31.86	39.38	32.08
.47	25.51	20.02	25.02	26.03	32.52	40.20	32.76
.48	25.97	20.42	25.52	26.60	33.17	40.99	33.40
.49	26.43	20.82	26.02	27.11	33.82	41.80	34.06
.50	26.88	21.16	26.45	27.51	34.38	42.49	34.63
.51	27.34	21.56	26.95	28.09	35.03	43.29	35.28
.52	27.80	21.91	27.37	28.49	35.58	43.96	35.83
.53	28.26	22.31	27.88	29.00	36.24	44.79	36.50
.54	28.71	22.59	28.23	29.40	36.70	45.36	36.96
.55	29.17	22.94	28.66	29.86	37.25	46.04	37.52
.56	29.63	23.28	29.09	30.32	37.81	46.73	38.08
.57	30.09	23.62	29.52	30.72	38.37	47.42	38.64
.58	30.54	23.97	29.95	31.17	38.92	48.11	39.20
.59	31.00	24.25	30.31	31.57	39.40	48.69	39.68
.60	31.46	24.60	30.74	31.97	39.96	49.39	40.24
.61	31.92	24.88	31.09	32.38	40.42	49.95	40.70
.62	32.38	25.23	31.52	32.83	40.97	50.64	41.26
.63	32.83	25.57	31.95	33.29	41.53	51.32	41.83
.64	33.29	25.91	32.38	33.69	42.09	52.00	42.38
.65	33.75	26.25	32.81	34.15	42.64	52.70	42.94
.66	34.21	26.54	33.17	34.55	43.12	53.29	43.42
.67	34.66	26.88	33.60	34.95	43.68	53.97	43.99
.68	35.12	27.28	34.10	35.52	44.33	54.79	44.64
.69	35.58	27.68	34.60	36.04	44.97	55.59	45.30
.70	36.04	28.03	35.03	36.44	45.54	56.28	45.86
.71	36.49	28.43	35.53	37.01	46.18	57.07	46.51
.72	36.95	28.77	35.95	37.41	46.73	57.75	47.06
.73	37.41	29.17	36.46	37.92	47.39	58.58	47.73
.74	37.87	29.46	36.81	38.32	47.86	59.13	48.19
.75	38.32	29.80	37.24	38.78	48.41	59.82	48.75
.76	38.78	30.14	37.67	39.24	48.97	60.53	49.32
.77	39.24	30.49	38.10	39.64	49.53	61.20	49.87
.78	39.70	30.83	38.53	40.10	50.08	61.88	50.43
.79	40.15	31.12	38.89	40.50	50.55	62.48	50.91

	1	2	3	4	5	6	7
.80	40.61	31.46	39.32	40.90	51.11	63.18	51.48
.81		31.75	39.67	41.30	51.57	63.73	51.93
.82		32.09	40.10	41.76	52.12	64.42	52.50
.83		32.43	40.53	42.21	52.69	65.12	53.06
.84		32.78	40.96	42.61	53.25	65.80	53.61
.85		33.12	41.39	43.07	53.80	66.49	54.18
.86		33.40	41.75	43.47	54.27	67.07	54.66
.87		33.75	42.18	43.87	54.89	67.82	55.27
.88		34.15	42.68	44.44	55.48	68.56	55.87
.89		34.55	43.18	44.96	56.13	69.37	56.53
.90		34.89	43.61	45.36	56.69	70.07	57.09
.91		35.29	44.11	45.93	57.34	70.86	57.74
.92		35.64	44.53	46.33	57.89	71.54	58.29
.93		36.04	45.04	46.85	58.55	72.36	58.96
.94		36.32	45.39	47.25	59.01	72.93	59.42
.95		36.67	45.82	47.70	59.56	73.61	59.98
.96		37.01	46.25	48.16	60.12	74.30	60.55
.97		37.35	46.68	48.56	60.68	74.98	61.10
.98		37.69	47.11	49.02	61.23	75.68	61.66
.99		37.98	47.47	49.42	61.71	76.26	62.14
1.00		38.32	47.90	49.82	62.27	76.95	62.71
1.01		38.61	48.25	50.22	62.73	77.52	63.16
1.02		38.95	48.68	50.68	63.28	78.22	63.73
1.03		39.30	49.11	51.14	63.84	78.90	64.29
1.04		39.64	49.54	51.54	64.40	79.58	64.84
1.05		39.98	49.97	51.99	64.95	80.27	65.41
1.06		40.33	50.40	52.45	65.51	80.97	65.97
1.07		40.61	50.76	52.80	65.98	81.55	66.45
1.08		40.90	51.11	53.20	66.45	82.11	66.91
1.09		41.24	51.54	53.65	67.00	82.80	67.47
1.10		41.58	51.97	54.11	67.56	83.51	68.04
1.11		41.93	52.40	54.51	68.12	84.17	68.59
1.12		42.27	52.83	54.97	68.67	84.84	69.13
1.13		42.61	53.26	55.43	69.23	85.56	69.72
1.14		42.90	53.62	55.77	69.70	86.16	70.20
1.15		43.19	53.97	56.17	70.16	86.71	70.65
1.16		43.53	54.40	56.63	70.71	87.40	71.22
1.17		43.87	54.83	57.09	71.28	88.09	71.78
1.18		44.16	55.19	57.43	71.75	88.67	72.25
1.19		44.44	55.55	57.83	72.21	89.25	72.72
1.20		44.79	55.97	58.23	72.76	89.92	73.27
1.21		45.13	56.40	58.69	73.32	90.60	73.83
1.22		45.42	56.77	59.09	73.79	91.20	74.31
1.23		45.70	57.12	59.43	74.25	91.77	74.77
1.24		46.05	57.55	59.89	74.81	92.45	75.33
1.25		46.33	57.91	60.23	75.28	93.04	75.81
1.26		46.62	58.26	60.63	75.74	93.59	76.27
1.27		46.90	58.63	60.98	76.21	94.19	76.75

	1	2	3	4	5	6	7
1.28		47.19	58.98	61.38	76.67	94.75	77.20
1.29		47.48	59.34	61.72	77.14	95.34	77.68
1.30		47.76	59.69	62.12	77.60	95.89	78.14
1.31					78.05	96.47	78.60
1.32					78.51	97.02	79.05
1.33					78.96	97.60	79.52
1.34					79.43	98.16	79.99
1.35					79.89	98.73	80.44
1.36					80.34	99.28	80.90
1.37					80.80	99.86	81.37
1.38					81.25	100.41	81.82
1.39					81.71	101.00	82.29
1.40					82.18	101.55	82.75
1.41					82.63	102.12	83.20
1.42					83.09	102.68	83.67
1.43					83.54	103.25	84.13
1.44					84.00	103.82	84.60
1.45					84.46	104.39	85.05
1.46					84.92	104.94	85.51
1.47					85.38	105.52	85.98
1.48					85.83	106.07	86.43
1.49					86.29	106.65	86.90
1.50					86.75	107.21	87.36
1.51						107.74	87.79
1.52						108.27	88.22
1.53						108.81	88.65
1.54						109.34	89.08
1.55						109.86	89.52
1.56						110.39	89.95
1.57						110.92	90.38
1.58						111.46	90.81
1.59						111.99	91.24
1.60						112.51	91.68
1.61						113.04	92.11
1.62						113.57	92.54
1.63						114.11	92.97
1.64						114.64	93.40
1.65						115.17	93.84
1.66						115.69	94.27
1.67						116.22	94.70
1.68						116.76	95.13
1.69						117.29	95.56
1.70						117.83	96.00
1.71						118.34	96.43
1.72						118.87	96.86
1.73						119.41	97.29
1.74						119.94	97.72
1.75						120.48	98.16

	1	2	3	4	5	6	7
1.76						120.97	98.56
1.77						121.47	98.97
1.78						121.96	99.38
1.79						122.47	99.79
1.80						122.98	100.20
1.81						123.47	100.60
1.82						123.98	101.01
1.83						124.47	101.42
1.84						124.97	101.83
1.85						125.48	102.24
1.86						125.98	102.64
1.87						126.47	103.05
1.88						126.98	103.46
1.89						127.47	103.87
1.90						127.98	104.28
1.91						128.49	104.68
1.92						128.98	105.09
1.93						129.48	105.50
1.94						129.98	105.87
1.95						130.49	106.32
1.96						130.98	106.72
1.97						131.49	107.13
1.98						131.98	107.54
1.99						132.48	107.95
2.00						133.00	108.36
2.01						133.49	108.77
2.02						133.99	109.18
2.03						134.49	109.59
2.04						134.99	110.00
2.05						135.48	110.41
2.06						135.99	110.82
2.07						136.48	111.23
2.08						136.98	111.64
2.09						137.48	112.05
2.10						137.98	112.46
2.11						138.47	112.87
2.12						138.98	113.28
2.13						139.48	113.69
2.14						139.97	114.10
2.15						140.47	114.51
2.16						140.97	114.92
2.17						141.47	115.33
2.18						141.96	115.74
2.19						142.47	116.15
2.20						142.96	116.56
2.21						143.46	116.97
2.22						143.96	117.38

	1	2	3	4	5	6	7
2.23						144.46	117.79
2.24						144.95	118.20
2.25						145.46	118.61
2.26						145.95	119.02
2.27						146.45	119.43
2.28						146.96	119.84
2.29						147.45	120.25
2.30						147.95	120.66
2.31						148.45	121.07
2.32						148.95	121.48
2.33						149.44	121.89
2.34						149.95	122.30
2.35						150.44	122.71
2.36						150.94	123.12
2.37						151.44	123.53
2.38						151.94	123.94
2.39						152.43	124.35
2.40						152.93	124.76
2.41						153.43	125.17
2.42						153.93	125.58
2.43						154.42	125.99
2.44						154.93	126.40
2.45						155.43	126.81
2.46						155.92	127.22
2.47						156.43	127.63
2.48						156.92	128.04
2.49						157.42	128.45
2.50						157.92	128.86
2.51						158.42	129.27
2.52						158.91	129.68
2.53						159.42	130.09
2.54						159.91	130.50
2.55						160.41	130.91
2.56						160.91	131.32
2.57						161.41	131.73
2.58						161.91	132.14
2.59						162.41	132.55
2.60						162.91	132.96
2.61						163.40	133.37
2.62						163.91	133.78
2.63						164.40	134.19
2.64						164.90	134.60
2.65						165.39	135.01
2.66						165.90	135.42
2.67						166.39	135.83
2.68						166.89	136.24
2.69						167.39	136.65
2.70						167.89	137.06

	1	2	3	4	5	6	7
2.71						168.38	137.47
2.72						168.89	137.88
2.73						169.38	138.29
2.74						169.88	138.70
2.75						170.39	139.11
2.76						170.88	139.52
2.77						171.38	139.93
2.78						171.88	140.34
2.79						172.38	140.75
2.80						172.87	141.16
2.81						173.38	141.57
2.82						173.87	141.98
2.83						174.37	142.39
2.84						174.87	142.80
2.85						175.37	143.21
2.86						175.86	143.62
2.87						176.37	144.03
2.88						176.86	144.44
2.89						177.36	144.85
2.90						177.85	145.26
2.91						178.36	145.67
2.92						178.86	146.08
2.93						179.35	146.49
2.94						179.86	146.90
2.95						180.35	147.31
2.96						180.85	147.72
2.97						181.35	148.13
2.98						181.85	148.54
2.99						182.34	148.95
3.00						182.85	149.36
3.01						183.34	149.77
3.02						183.84	150.18
3.03						184.34	150.59
3.04						184.84	151.00
3.05						185.33	151.41
3.06						185.84	151.82
3.07						186.34	152.23
3.08						186.83	152.64
3.09						187.34	153.05
3.10						187.83	153.46
3.11						188.33	153.87
3.12						188.83	154.28
3.13						189.33	154.69
3.14						189.82	155.10
3.15						190.32	155.51
3.16						190.82	155.92
3.17						191.32	156.33
3.18						191.81	156.74

	1	2	3	4	5	6	7
3.19						192.32	157.15
3.20						192.81	157.56
3.21						193.31	157.97
3.22						193.82	158.38
3.23						194.31	158.79
3.24						194.81	159.20
3.25						195.31	159.61
3.26						195.81	160.02
3.27						196.30	160.43
3.28						196.81	160.84
3.29						197.30	161.25
3.30						197.80	161.66
3.31						198.30	162.07
3.32						198.80	162.48
3.33						199.29	162.89
3.34						199.80	163.30
3.35						200.29	163.71
3.36						200.79	164.12
3.37						201.30	164.53
3.38						201.79	164.94
3.39						202.29	165.35
3.40						202.78	165.76
3.41						203.29	166.17
3.42						203.78	166.58
3.43						204.28	166.99
3.44						204.78	167.40
3.45						205.28	167.81
3.46						205.77	168.22
3.47						206.28	168.63
3.48						206.77	169.04
3.49						207.27	169.45
3.50						207.77	169.86
3.51						208.27	170.27
3.52						208.76	170.68
3.53						209.27	171.09
3.54						209.77	171.50
3.55						210.26	171.91
3.56						210.77	172.32
3.57						211.26	172.73
3.58						211.76	173.14
3.59						212.26	173.55
3.60						212.76	173.96
3.61						213.25	174.37
3.62						213.76	174.78
3.63						214.25	175.19
3.64						214.75	175.60
3.65						215.24	176.01
3.66						215.75	176.42

	1	2	3	4	5	6	7
3.67						216.24	176.83
3.68						216.74	177.24
3.69						217.25	177.65
3.70						217.74	178.06
3.71						218.24	178.47
3.72						218.74	178.88
3.73						219.24	179.29
3.74						219.73	179.70
3.75						220.24	180.11
3.76						220.73	180.52
3.77						221.23	180.93
3.78						221.73	181.34
3.79						222.23	181.75
3.80						222.72	182.16
3.81						223.23	182.57
3.82						223.72	182.98
3.83						224.22	183.39
3.84						224.73	183.80
3.85						225.22	184.21
3.86						225.72	184.62
3.87						226.22	185.03
3.88						226.72	185.44
3.89						227.21	185.85
3.90						227.71	186.26
3.91						228.21	186.67
3.92						228.71	187.08
3.93						229.20	187.49
3.94						229.71	187.90
3.95						230.20	188.31
3.96						230.70	188.72
3.97						231.20	189.13
3.98						231.70	189.54
3.99						232.19	189.95
4.00						232.70	190.36
4.01						233.20	190.77
4.02						233.70	191.18
4.03						234.20	191.59
4.04						234.69	192.00
4.05						235.20	192.41
4.06						235.69	192.82
4.07						236.19	193.23
4.08						236.69	193.64
4.09						237.19	194.05
4.10						237.68	194.46
4.11						238.19	194.87
4.12						238.68	195.28
4.13						239.18	195.69
4.14						239.69	196.10

	1	2	3	4	5	6	7
4.15						240.18	196.51
4.16						240.68	196.92
4.17						241.18	197.33
4.18						241.68	197.74
4.19						242.17	198.15
4.20						242.68	198.56
4.21						243.17	198.97
4.22						243.67	199.38
4.23						244.17	199.79
4.24						244.67	200.20
4.25						245.16	200.61
4.26						245.66	201.02
4.27						246.16	201.43
4.28						246.66	201.84
4.29						247.15	202.25
4.30						247.66	202.66
4.31						248.16	203.07
4.32						248.65	203.48
4.33						249.16	203.89
4.34						249.65	204.30
4.35						250.15	204.71
4.36						250.65	205.12
4.37						251.15	205.53
4.38						251.64	205.94
4.39						252.15	206.35
4.40						252.64	206.76
4.41						253.14	207.17
4.42						253.64	207.58
4.43						254.14	207.99
4.44						254.63	208.40
4.45						255.14	208.81
4.46						255.64	209.22
4.47						256.13	209.63
4.48						256.64	210.04
4.49						257.13	210.45
4.50						257.63	210.86
4.51						258.12	211.27
4.52						258.63	211.68
4.53						259.12	212.09
4.54						259.62	212.50
4.55						260.12	212.91
4.56						260.62	213.32
4.57						261.11	213.73
4.58						261.62	214.14
4.59						262.11	214.55
4.60						262.61	214.96
4.61						263.12	215.37
4.62						263.61	215.78

	1	2	3	4	5	6	7
4.63						264.11	216.19
4.64						264.61	216.60
4.65						265.11	217.01
4.66						265.60	217.42
4.67						266.11	217.83
4.68						266.60	218.24
4.69						267.10	218.65
4.70						267.60	219.06
4.71						268.10	219.47
4.72						268.59	219.88
4.73						269.10	220.29
4.74						269.59	220.70
4.75						270.09	221.11
4.76						270.58	221.52
4.77						271.09	221.93
4.78						271.59	222.34
4.79						272.08	222.75
4.80						272.59	223.16
4.81						273.08	223.57
4.82						273.58	223.98
4.83						274.08	224.39
4.84						274.58	224.80
4.85						275.07	225.21
4.86						275.58	225.62
4.87						276.07	226.03
4.88						276.57	226.44
4.89						277.07	226.85
4.90						277.57	227.26
4.91						278.06	227.67
4.92						278.57	228.08
4.93						279.07	228.49
4.94						279.56	228.90
4.95						280.07	229.31
4.96						280.56	229.72
4.97						281.06	230.13
4.98						281.56	230.54
4.99						282.06	230.95
5.00						282.55	231.36

APPENDIX B

As of January 1, 2003 / A partir del 1 de enero de 2003

Age of Pensioner On Effective Date of Pension	Lump Sum Actuarial Equivalent for each \$1.00 of Monthly Pension
Edad del Pensionado en la Fecha Efectiva de la Pensión	Monto Total Actuarial quivalente a Cada E\$1.00 de Pensión Mensual
55	\$176.0958
56	\$173.1181
57	\$170.0622
58	\$166.9365
59	\$163.7471
60	\$160.4969
61	\$157.1925
62	\$153.8452
63	\$150.4601
64	\$147.0492
65	\$143.6124
66	\$140.1498
67	\$136.6639
68	\$133.1452
69	\$129.5793
70	\$125.9659
71	\$122.3017
72	\$118.6006
73	\$114.8855
74	\$111.1663
75	\$107.4576
76	\$103.7792
77	\$100.1499
78	\$96.6078
79	\$93.1657
80	\$89.8325

APPENDIX C

As of January 1, 2003 / A partir del 1 de enero de 2003

Age of Survivor	Lump Sum Actuarial Equivalent For each \$1 of Monthly Survivor's Benefit
Edad del Sobreviviente	Monto Total Actuarial Equivalente Por Cada \$1 de Beneficio Mensual del Sobreviviente
40	\$210.1792
41	\$208.4698
42	\$206.6878
43	\$204.8304
44	\$202.8932
45	\$200.8719
46	\$198.7627
47	\$196.5641
48	\$194.2753
49	\$191.8958
50	\$189.4226
51	\$186.8550
52	\$184.1924
53	\$181.4362
54	\$178.5863
55	\$175.6388
56	\$172.5975
57	\$169.4682
58	\$166.2598
59	\$162.9777
60	\$159.6216
61	\$156.1967
62	\$152.7152
63	\$149.1811
64	\$145.6117
65	\$142.0090
66	\$138.3764
67	\$134.7221
68	\$131.0331
69	\$127.2832
70	\$123.4665
71	\$119.5688
72	\$115.6021
73	\$111.5927
74	\$107.5393
75	\$103.4468

APPENDIX D

Pension Formula Prior to January 1, 2000

- (a) Regular Pension Amount of Benefit For Service up to December 31, 1985, for Participants Who Were not Retired as of December 31, 1997.

- (i) The benefit accrued by a Participant based on Pension Credits earned up to December 31, 1985, is determined by the contribution rate under which the Participant earned at least four quarters of Pension Credit, as provided in Appendix A attached to this Plan document.

In no event will a benefit calculated under this subsection (i) be based on more than 25 Pension Credits.

- (ii) Except as provided in Subsection (iii) of this Section, the benefit level to which a Participant will be entitled at Retirement under this Subsection (a) will be determined on the basis of the highest contribution rate under which he worked provided he has earned at least four quarters of Pension Credit at that rate. If a Participant did not earn four quarters of Pension Credit at the highest contribution rate under which he worked, his benefit level shall be based on the weighted average of the contribution rates in effect the last 1,000 Hours of Service for which contributions were made on his behalf.

- (iii) If prior to January 1, 1986, a Participant left the jurisdiction of a participating Local or District Council and worked in the jurisdiction of another participating Local or District Council, which had a higher contribution rate than the rate at which he last worked under the jurisdiction of a former participating Local or District Council, and such Participant did not earn twelve quarters of Pension Credit under the jurisdiction of the second participating Local or District Council, then his employment under the second participating Local or District Council will not be taken into consideration in determining the contribution rate on which his benefit level will be based. The amount of his benefit level will then be based on the contribution rates in effect in the jurisdiction of the last participating Local or District Council under which he did earn twelve quarters of Pension Credit in accordance with the provisions of Subsection (ii) of this Section.

- (iv) If a Collective Bargaining Agreement provided for one or more increases in the contribution rate, the highest contribution rate in the Collective Bargaining Agreement, but not to exceed \$5.00 per hour, shall be deemed to be the contribution rate paid on behalf of a Participant for the purpose of pension benefit level determinations in

paragraph subparagraph (ii) above, provided the Participant earned at least four quarters of Pension Credit at that rate and provided further:

- (A) The highest contribution rate was effective not later than the first day of the third year of the Collective Bargaining Agreement.

- (B) Each increased contribution rate became effective not later than one year nor earlier than six months after the preceding increased contribution rate.

- (C) At least one quarter of Pension Credit was earned by the Participant based on contributions in accordance with such Collective Bargaining Agreement and the Participant had Pension Credit earned under such Collective Bargaining Agreement for at least 18 of the 36 months prior to the Participant's Annuity Starting Date.

- (D) Each increased contribution rate was not more than double the preceding contribution rate in the Collective Bargaining Agreement.

- (v) The Trustees reserve the right to provide a lower level of pension benefits for some or all of the Employees of new Contributing Employers. This right will be exercised when it is necessary, in the opinion of the Trustees, to preserve an actuarially sound relationship between the projected benefits to be provided and the contributions anticipated from a new Contributing Employer or the increase in contribution rate for a previously accepted Contributing Employer. It shall also be exercised if payment of the standard benefit level would create a violation of the funding standards of ERISA.

- (b) Regular Pension – Amount of Benefit for Service between January 1, 1990 and December 31, 1997 for Participants Who Had Not Retired as of January 1, 1998.

The benefit accrued by a Participant based on Pension Credits earned in the period January 1, 1990 to December 31, 1997 is determined by the contribution rate(s) under which the Participant earned credit, as provided in Appendix D attached to this Plan document.

- (c) Regular Pension – Amount of Benefit for Service On and After January 1, 1998

The benefit accrued by a Participant based on Pension Credits earned on and after January 1, 1998, is determined by the contribution rate(s) under which the Participant earned credit, as provided in Appendix E attached to this Plan document.

(d) Regular Pension – Participants Subject to Section 3.18.

For a Participant subject to the application of Section 3.18(c) of this Plan, the benefit accrued for all Pension Credits earned before January 1, 1998, is determined on a pro-rata basis and is the sum of (i) and (ii) below.

- (i) The benefit accrued for the Pension Credits earned before the five consecutive one-year breaks is determined by the contribution rate(s) under which the credit was earned based on the date of the initial separation from Covered Employment, as provided in Appendix A, Column 2-7.
- (ii) The benefit accrued for the Pension Credits earned after the return to Covered Employment, following the five consecutive one-year breaks, is determined by the contribution rate(s) under which the credit is earned, as provided in Appendix A, Column 2-7.

If a Participant incurs more than one instance of five consecutive one-year breaks, the benefit accrued will be based on a pro-rata basis in the manner outlined above for each instance of five consecutive one-year breaks.

(e) Regular Pension for Credit on and before June 30, 1997.

With respect to a Participant who last earned Pension Credit before June 30, 1997, all Pension Credits earned on or before June 30, 1997 the benefit accrued each year is determined by the contribution rate(s) under which the credit was earned, as provided in Appendix A, Column 1

APPENDIX E

RETIREE BENEFIT INCREASES

1. The benefits payable to Pensioners and Beneficiaries in pay status as of December 31, 1997, shall be increased effective January 1, 1998, by fifty dollars (\$50.00) per month.
2. The benefits payable to Pensioners and Beneficiaries in pay status as of December 31, 1999, shall be increased effective January 1, 2000, by fifty dollars (\$50) per month.

APPENDIX F

Any Participant with Pension Credit or Vesting Service earned under the Southern Tier Building Trades Pension Fund prior to October 1, 1998, shall be subject to the terms and conditions of the Rules and Regulations of the Southern Tier Pension Plan in effect at the time the credit was earned.