

PACE INDUSTRY UNION-MANAGEMENT PENSION PLAN

**Amended and Restated Effective January 1, 2015
(except as otherwise provided)**

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PREAMBLE

The terms and conditions of the PACE Industry Union-Management Pension Plan, as amended and restated effective January 1, 2015 (the "Plan") establish the rights and obligations with respect to Participants who are active Participants in the Plan on or after January 1, 2015 and who retire, terminate covered employment or otherwise cease to be active Participants on or after January 1, 2015. The terms of this Plan are effective January 1, 2015, except to the extent that a different date is specified herein. Except as otherwise specified herein, Participants who retired, terminated Covered Employment, or otherwise ceased to be Participants in Covered Employment before January 1, 2015 shall be governed by the Plan in effect on their last date of Covered Employment.

The terms of the Plan reflect the December 31, 2001 merger of the OCAW/ PACE Union- Industry Pension Fund ("OCAW Plan") into the PACE Industry Union-Management Pension Fund. The former participants of the OCAW Fund shall continue to participate in the same program of benefits that they participated in prior to December 31, 2001. This program of benefits is referred to herein as "Program G." The terms and conditions of Program G's program of benefits are contained in Appendix A. However, Article I (Definitions), Article II (Participation), Article V (Applications, Benefit Payments and Retirement), and Article VI (Miscellaneous) of the Plan as set forth herein shall apply to Program G, unless otherwise specified.

**ARTICLE I
DEFINITIONS**

Unless the context or subject matter otherwise requires, the following definitions apply for the Plan.

Article I, Section 1.

ACTUARIAL PRESENT VALUE

Effective for distributions with Pension Starting Dates on or after January 1, 2008, for purposes of determining whether the present value of (i) a Participant's vested accrued benefit; (ii) a Pre-Retirement Surviving Spouse Benefit, within the meaning of Section 417(c) of the Code; or (iii) a Participant and Spouse Pension or qualified joint and survivor annuity, within the meaning of Section 417(b) of the Code, exceeds \$5,000, the present value of such benefits or annuities shall be no less than the present value calculated by using (i) the applicable mortality table prescribed by the Secretary of the Treasury under Section 417(e)(3)(B) of the Code, and (ii) the spot segment interest rates, as specified by the Internal Revenue Service, for the second full calendar month (November) preceding the first day of the Plan Year that includes the Pension Starting Date.

Article I, Section 2.

BENEFIT LEVEL

The term "Benefit Level" shall mean one of the several benefit levels (as described in Article IV) provided by the Fund used to determine the amount of a Participant's Regular Pension (as hereinafter defined).

Article I, Section 3.

BENEFICIARY

The term "Beneficiary" shall mean a natural person designated by the Participant or by the terms of the Plan who is or may become entitled to a benefit thereunder.

Article I, Section 4.

CODE

The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

Article I, Section 5.

COLLECTIVE BARGAINING AGREEMENT

The term "Collective Bargaining Agreement" shall mean an agreement or agreements between an Employer and the Union, a local Union, or a union other than the Union, requiring contributions to the Fund.

Article I, Section 6.

CONTRIBUTING EMPLOYER

The term "Contributing Employer" shall mean any person, company, or business organization that is or shall become a party to the Trust Agreement and that has agreed or shall agree in a Collective Bargaining Agreement with the Union to make contributions to the Pension Fund, provided that such employer is accepted by the Trustees for participation in the Pension Fund in accordance with the provisions of Article II. In the case of an employer having more than one place of business, the term "Contributing Employer" shall apply only to the place of business covered by the Collective Bargaining Agreement requiring contributions to the Pension Fund, except as otherwise expressly provided herein. The term "Contributing Employer" shall also mean any person, company, or business organization that is or shall become a party to the Trust Agreement and that has agreed or shall agree in a Collective Bargaining Agreement with a union other than the Union, to make contributions to the Pension Fund, provided that such employer is accepted for participation in the Pension Fund in accordance with the provisions of Article II.

Article I, Section 7.

CONTRIBUTING UNION

- (a) The term "Contributing Union" shall mean (i) the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, a.k.a. United Steelworkers, (ii) a local Union, or (iii) a multiemployer employee benefit plan sponsored by the International Union or a local Union ("multiemployer plan") that has entered into an agreement with the Trustees whereby the International Union, local Union or multiemployer plan agrees to make contributions to the Pension Fund on behalf of the salaried employees of the International Union, local Union or multiemployer plan.
- (b) The term "Contributing Union" shall also mean the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, a.k.a. United Steelworkers or a local Union that has entered into an agreement with the Trustees whereby such International Union or the local Union agrees to make contributions to the Pension Fund on behalf of persons on leave from an Employer for the purpose of performing Contributing Union business.

Upon being accepted as a Contributing Union, the term "Contributing Employer" as defined in Section 6 of this Article shall be deemed to apply to such International Union, local Union or multiemployer plan provided that the participation by such salaried employees does not adversely affect the tax exempt status of the Pension Fund and Trust; and the phrase, "Collective Bargaining Agreement" as used in this Article shall be deemed to include the agreement between the International Union, local Union or multiemployer plan and the Trustees requiring the local Union to contribute to the Pension Fund.

Article I, Section 8.

CONTRIBUTION DATE

The term "Contribution Date" shall mean the first date for which a Contributing Employer is obligated to contribute to the Pension Fund on behalf of a Covered Employee.

Article I, Section 9.

COVERED EMPLOYEE

- (a) The term "Covered Employee" shall mean a person subject to a Collective Bargaining Agreement between a Contributing Employer and the Union that provides for periodic contributions to the Pension Fund. The term "Covered Employee" shall also mean a person subject to a Collective Bargaining Agreement between a Contributing Employer and a union other than the Union, provided that the Contributing Employer has been accepted for participation in the Pension Fund as described in Article II, Section 4. The Collective Bargaining Agreement shall specify whether the Covered Employees subject thereto shall be designated Program A, Program B, Program C, Program D, Program E, Program F or Program G Covered Employees; in the absence of such specification, the Covered Employees subject thereto shall be deemed to be Program A Covered Employees.

All Covered Employees subject to Collective Bargaining Agreements in effect on February 28, 1980 shall be deemed to be Program A Covered Employees with respect to such and all prior agreements.

If a Covered Employee was previously covered by Programs A, B, C or G, a Contributing Employer may only change to Programs D, E or F if accrued Employees once covered by Programs A, B, C or G remain covered by Programs A, B, C or G, and the Contributing Employer continues to have an obligation to contribute under Programs A, B, C or G for service accrued by Covered Employees under these Programs.

- (b) The term "Covered Employee" shall also mean any member of such other class of employees of Contributing Employers as are accepted for participation by the Trustees, provided that participation by any member of such class of employees does not adversely affect the tax exempt status of the Pension Fund and Trust.

- (c) The term "Covered Employee" shall not include any self-employed person or a person who is an Employer, or a partner or owner of a company or business organization that is a Contributing Employer or Employer; provided, that the foregoing shall exclude employees who are also stockholders of a Contributing Employer (whether of a majority or minority interest) only if and to the extent required by applicable law.

Article I, Section 10.

COVERED EMPLOYMENT

The term "Covered Employment" shall mean employment for which a Contributing Employer is obligated by its Collective Bargaining Agreement with the Union to contribute to the Pension Fund. The term "Covered Employment" shall also mean employment for which a Contributing Employer is obligated by its Collective Bargaining Agreement with a union other than the Union to contribute to the Pension Fund, provided such Contributing Employer has been accepted for participation in the Pension Fund as described in Article II, Section 4.

Article I, Section 11.

EMPLOYER

The term "Employer" shall mean any person, company or business organization that has in effect a Collective Bargaining Agreement with the Union. In the case of an employer having more than one place of business, the term "Employer" shall include only places of business covered by said Collective Bargaining Agreement, except as otherwise expressly provided herein. The term "Employer" shall also mean any person, company or business organization that has in effect a Collective Bargaining Agreement with a union other than the Union.

Article I, Section 12.

GENDER AND NUMBER

Except as the context may specifically require otherwise, use of the masculine gender shall include the feminine or neuter gender, and the singular shall include the plural.

Article I, Section 13.

HOURS OF SERVICE

An "Hour of Service" is each of the following hours, determined without duplication:

- (a) **Paid Working Time.** Each hour for which an employee is directly or indirectly paid, or entitled to payment, by an Employer(s) for the performance of duties. Such hours shall be credited to the computation period in which the duties were performed.
- (b) **Paid Non-Working Time.** Each regularly scheduled working hour for which an employee is directly or indirectly paid, or entitled to payment, by an Employer(s) for a period during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including payments for disability), layoff, jury duty, military duty or leave of absence. Such hours shall be credited to the computation period in which such non-working time occurs.
- (c) **Back Pay Awards.** Each hour for which back pay, irrespective of mitigation of damages, is either awarded to or agreed to by an Employer(s). Such hours shall be credited to the computation period to which the back pay award or agreement pertains (rather than to the period in which the payment is made).

Hours of Service shall not include any time compensated under a plan maintained solely to comply with a workers compensation or unemployment compensation or disability insurance law or that solely reimburses an employee for medical or medically-related expenses, and shall not include more than 501 hours paid on account of any one continuous period during which no duties are performed. The foregoing 501 hour limitation shall not prohibit or limit the award of Pension Credit for certain periods of absence pursuant to Article III, Section 5, provided that there shall be no duplication of hours credited for the same period.

The Trustees shall determine whether the regularly scheduled working hours to be credited under subparagraphs (b) and (c) to an employee without a regular work schedule shall be calculated on the basis of a 40-hour work week, or an 8-hour work day, or on any other reasonable basis that reflects the average hours worked by the employee or by other employees in the same job classification over a representative period of time.

Article I, Section 14.

NORMAL RETIREMENT AGE

The term "Normal Retirement Age" shall mean the age of 65, or if later, the Participant's age on the fifth anniversary of the date his participation began.

Article I, Section 15.

PARTICIPANT

The term "Participant" shall include: (1) any Pensioner receiving benefits at the beginning of the calendar year; (2) any person who has completed the requirements for a Vested Benefit as of the beginning of the calendar year; and (3) any employee who has become a Participant under Article II and whose participation has not terminated under Article II, Section 2 (or, for Program G Covered Employees, any employee who has become a Participant under Article II of Appendix A and whose termination has not been terminated under Article II, Section 2.2 of Appendix A). This definition shall not preclude the crediting of service prior to participation in the Plan to the extent provided by the Plan.

Article I, Section 16.

PENSION FUND

The term "Pension Fund" shall mean the PACE Industry Union-Management Pension Fund, previously known as the Paper Industry Union-Management Pension Fund, successor plan to the Pulp, Sulphite and Paper Mill Workers Union and Industry National Pension Fund established by the Trust Agreement on January 12, 1963, and shall mean generally the monies and other things of value that comprise the corpus and additions thereto, received or held for or on behalf of the Trustees.

Article I, Section 17.

PENSION PLAN OR PLAN

The term "Pension Plan" or "Plan" shall mean the PACE Industry Union-Management Pension Plan, as amended from time to time, as from time to time in effect.

Article I, Section 18.

PENSION STARTING DATE

"Pension Starting Date" shall mean the first day of the first period for which an amount is paid as an annuity or any other form.

Article I, Section 19.

PENSIONER

The term "Pensioner" shall mean a person whose application for benefits has been approved by the Trustees under the provisions of this Pension Plan.

Article I, Section 20.

PLAN YEAR

The term "Plan Year" shall mean the calendar year.

Article I, Section 21.

PROGRAM

The term "Program" shall mean the Program of benefits in which a Contributing Employer participates on behalf of Covered Employees, and shall include Programs A, B, C, D, E, F or G.

Article I, Section 22.

RETIREMENT AND RETIRED DEFINED

A Participant shall be deemed to be Retired (and shall be deemed to be Retired on the first day on which he has ceased to be employed or engaged in such employment) if, as of the date of determination, he is not employed and has not been employed or engaged in any of the following employment for at least the 30 consecutive days immediately preceding the date of determination:

- (a) Employment with any Contributing Employer or Employer; and
- (b) If the Participant has not yet attained Normal Retirement Age, employment or self-employment in the geographic area covered by the Plan with any other employer, provided that either:
 - (i) the employer is in the same business as any Employer for which the employee was employed in Covered Employment, or
 - (ii) the employment or self-employment is in a trade or craft in which the employee was employed at any time in Covered Employment.

Article I, Section 23.

SPOUSE

The term "Spouse" means a person to whom a Participant is legally married on his Pension Starting Date under applicable law, and to the extent provided in a Qualified Domestic Relations Order as defined in Section 414(p) of the Code.

Article I, Section 24.

TRUST AGREEMENT

The term "Trust Agreement" shall mean the Amended and Restated Agreement and Declaration of Trust entered into between the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, a.k.a. United Steelworkers and various employers, and dated April 2, 2000, together with any amendments thereto

Article I, Section 25.

TRUSTEES

The term "Trustees" shall mean the persons who are acting as "Employer Trustees" and "Union Trustees" pursuant to the provisions of the Trust Agreement.

Article I, Section 26.

UNION

The term "Union" shall mean the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, a.k.a. United Steelworkers. The term "local Union" shall mean a local union that is affiliated with the International Union.

ARTICLE II PARTICIPATION

Article II, Section 1.

EMPLOYEE PARTICIPATION

An employee who is a Participant on December 31, 2014 shall continue as a Participant as of January 1, 2015. Each other employee shall become a Participant in the Plan on the earliest January 1 or July 1 on which he meets all three of the following requirements:

- (a) He is employed in Covered Employment; and
- (b) He has completed a 12-consecutive month period, starting on his first day of work for an Employer (or on any January 1, thereafter), during which he has earned at least 1,000 Hours of Service in Covered Employment; and
- (c) He is age 21 or older.

In determining an employee's first day of work and whether he has completed the required 1,000 Hours of Service, an employee will receive credit for his Hours of Service in non-Covered Employment with an Employer, provided that such other employment is continuous with his Covered Employment with that Employer.

The rules regarding employee participation for Program G are set forth in Appendix A.

Article II, Section 2.

TERMINATION OF EMPLOYEE PARTICIPATION

A Participant who incurs a One-Year Break in Service, as defined in Article III, Section 4(c), shall cease to be a Participant as of the last day of the calendar year that constituted the One-Year Break in Service, unless such Participant is a Pensioner or is eligible to receive a pension (other than for disability), whether immediate or deferred.

The rules regarding the termination of Employee participation for Program G are set forth in Appendix A.

Article II, Section 3.

REINSTATEMENT OF EMPLOYEE PARTICIPATION

An employee who incurs a One-Year Break in Service and thereby loses his status as a Participant in accordance with Article II, Section 2, shall again become a Participant upon meeting the requirements of Article II, Section 1.

The rules regarding reinstatement of employee participation for Program G are set forth in Appendix A.

Article II, Section 4.

ACCEPTANCE OF CONTRIBUTING EMPLOYERS

An Employer that enters into a Collective Bargaining Agreement with the Union, a local Union or a union other than the Union, requiring contributions to the Pension Fund shall be accepted for participation in the Fund by the Trustees if the Employer and the Union, local Union, or union other than the Union enter into the Standard Form of Agreement for Participation adopted by the Trustees for participation in the Pension Fund. Acceptance is further conditioned on compliance with all of the applicable requirements of the Trust Agreement and this Plan.

Article II, Section 5.

SPECIAL CONDITIONS

When a Contributing Employer is accepted for participation in accordance with Article II, Section 4, the Trustees may, in writing, impose on such acceptance any terms and conditions they consider necessary to preserve the actuarial soundness of the Fund, including the transfer and acceptance of assets into this Fund from another plan or trust fund in which the employees of the Contributing Employer had been covered prior to participation hereunder.

Article II, Section 6.

CONTRIBUTION RATES

The Fund's actuary shall determine the applicable Contribution Rates required for participation in the Plan based upon guidelines and procedures established by the Trustees and applicable law. Upon approval by the Board of Trustees of such determination of Contribution Rates, a schedule of Contribution Rates applicable to the various Benefit Levels and Pension Accrual Rates provided by the Fund shall be available to the Employers, the Union (or local Union or union other than the Union, as applicable) and Participants. The schedule of such Contribution Rates shall reflect the coverage of Employees under Program A, Program B, Program C, Program D, Program E, Program F or Program G. The schedule of Contribution Rates shall be based on the actuarial assumptions and

funding methods as approved by the Trustees and shall not apply for purposes of any individual Employer calculation. An Employer's Contribution Rate and corresponding Benefit Level or Accrual Rate will be those for which the Trustees have accepted the Employer for participation in the Plan.

Article II, Section 7.

DURATION OF CONTRIBUTION RATE AND BENEFIT LEVEL

- (a) It is expected that the Contribution Rate applicable to a particular Program of benefits, Program A, B, C, D, E, F, or G, initially approved by the Trustees for any Contributing Employer shall be applicable until the Contributing Employer desires a change in Benefit Level. The rates applicable to a different Benefit Level shall be determined at the time such change is sought, as set forth in a subsequent Collective Bargaining Agreement that requires contributions to the Pension Fund.
- (b) Effective as of the expiration of the Contributing Employer's first Collective Bargaining Agreement that expires on or after January 1, 2006, the Benefit Level associated with each Contribution Rate, as described in paragraph (a), above, will be reduced by 25%. However, if a Contributing Employer agrees to any increased Benefit Level above the reduced level described above, that increased Benefit Level will be deemed to be retroactive to the date of the expiration of the Contributing Employer's Collective Bargaining Agreement, provided that Employer pays the applicable Contribution Rate, including retroactive payments as necessary, within ninety (90) days following the expiration of the Employer's Collective Bargaining Agreement, as described above.

Article II, Section 8.

ERRONEOUS DATA

In the event that the Contribution Rate as initially established is incorrect because erroneous or incomplete data were submitted to the Trustees for purposes of establishing the initial Contribution Rate, the Trustees shall redetermine the Contribution Rate and such redetermined Contribution Rate shall become applicable on the effective date of the applicable Collective Bargaining Agreement.

**ARTICLE III
ACCUMULATION OF PENSION CREDIT AND VESTING CREDITS**

See Article IV of Appendix A for the rules regarding the accumulation of pension credit and vesting credit for Program G.

Article III, Section 1.

PENSION CREDIT FOR PERIODS BEFORE COVERED EMPLOYMENT STARTS

- (a) **Applicability of Past Service Credit Provisions.** Past Service Credit is available to Program A, Program B or Program C Covered Employees for purposes of calculating (1) Vesting Credit and (2) Pension Credit, and (3) to determine eligibility for an Early Retirement Pension, a Deferred Pension, a Disability Pension and a Regular Pension.

Past Service Credit is available to Program D, Program E and Program F Covered Employees, who work an hour of Service on or after January 1, 1999, for purposes of calculating Vesting Credit solely to determine eligibility for an Early Retirement Pension, a Deferred Pension, a Service Pension, a Disability Pension, and a Regular Pension.

- (b)(1) **Eligibility For Past Service Credit.** To the extent applicable in paragraph (a) above, a Program A, B, C, D, E, or F Covered Employee qualifies for Past Service Credit if:
- (i) he entered Covered Employment on or before August 17, 1982, he has 5 or more years of Future Service Credit, unless Section (b)(2) below applies; or
 - (ii) he entered Covered Employment after August 17, 1982, he is employed as a Covered Employee on his Contributing Employer's Contribution Date and has 5 or more years of Future Service Credit, unless Section (b)(2) below applies.
- (b)(2) **Elimination of Future Service Credit Requirement.** Effective February 28, 1980, a Program A, B, or C Covered Employee and, effective January 1, 1999, subject to the limitations in paragraph (a), a Program D, E, or F Covered Employee, who has less than 5 years of Future Service Credit qualifies for Past Service Credit if he meets both of the following two requirements:
- (i) he is employed as a Covered Employee on his Contributing Employer's Contribution Date; and
 - (ii) he worked at least 1,200 hours in the twelve-month period ending on such Contribution Date.

(b)(3) Hours Used to Determine Eligibility for Past Service Credit. For purposes of paragraph (b)(2) above, hours will count towards the 1,200 hour requirement only if such hours:

- (i) were worked for that Employer in any job classification covered for pension purposes by the Collective Bargaining Agreement as of the Contribution Date; or
- (ii) were worked in a job classification and at a plant location both of which were covered under a collective bargaining agreement between that Employer and the Union; or
- (iii) would have been worked for that Employer but for the employee's absence from work due to layoff or disability, both of which must be proven to the satisfaction of the Trustees. For this purpose, the following shall be accepted as documented proof: (1) records of governmental, unemployment or disability plans; (2) employer's certified records; or (3) medical proof.

(b)(4) If an employee cannot meet the foregoing tests, he may qualify for Past Service Credit under the Plan rules in effect on February 27, 1980 if he was employed in Covered Employment on February 28, 1980, or if on February 28, 1980 he was employed by an Employer in non-Covered Employment and had then met the requirements of Article III, Section 6.

(c)(1) Amount of Past Service Credit. Once a Covered Employee meets the test for Past Service Credit in accordance with paragraphs (a) and (b) of this Section 1, he shall have the number of his years of Past Service Credit computed as described in the following paragraphs (c)(2), (c)(3), (c)(4), (c)(5), and (c)(6) of this Section 1.

(c)(2) Hours Worked Per Year Requirement. A Covered Employee who qualifies for Past Service Credit in accordance with paragraphs (a) and (b) of this Section 1 will receive Past Service Credit for periods before his Covered Employment starts, as follows: one year of Past Service Credit for each calendar year in which he completed 1,200 hours in Creditable Employment as defined in Section 1(c)(3) below.

An exception to the 1,200-hour requirement will be made, and accordingly a partial year of Past Service Credit may be granted for (i) the calendar year in which his Creditable Employment starts, and/or (ii) the calendar year in which his Covered Employment starts. For those years, a Covered Employee who qualifies for Past Service Credit in accordance with (a) of this Section shall be granted one quarter of Past Service Credit for each 300 hours of such employment, provided, however, that no more than one year of Pension Credit shall be granted for Past Service and Future Service for employment in any year.

(c)(3) Creditable Employment Defined. For purposes of Section 1(c)(2), "Creditable Employment" is defined as follows:

- (i) For employees working in Covered Employment prior to January 1, 2006, Creditable Employment is defined as period of work in the industry covered by the Plan prior to the start of a Covered Employee's Covered Employment in job classifications and at plant locations that, by virtue of (a) having been covered by a collective bargaining agreement with the Union, (b) having been covered for pension purposes as of the Contribution Date or (c) in like job classifications and plant locations, are otherwise deemed and defined by the Trustees in their sole discretion as having been within the industry represented by the Union.
 - (ii) For employees first working in Covered Employment on or after January 1, 2006, Creditable Employment is defined as periods of work prior to the start of a Covered Employee's Covered Employment, provided, however, that Creditable Employment is limited to time actually worked at the plant location covered under a collective bargaining agreement between the Employer and the Union as of the Contribution Date, and only to the extent that such employment is specifically reported to the Fund at the time the Employer is accepted for participation in the Fund.
- (c)(4) **Supplemental Plan Participation and Additional Past Service Credit Related To Existing Company Pension Plans.** In a case where a Contributing Employer as of its Contribution Date terminated its Covered Employees from an existing company pension plan or continued or froze the provisions of the existing company pension plan for its Covered Employees in order to participate in this Pension Fund on a supplementary basis, such Covered Employees who qualify for Past Service in accordance with this Section 1, shall be given Past Service Credit for all periods of employment prior to the Contribution Date with said Employer regardless of job classification.
- (c)(5) **Past Service Credit: Break in Service Rule.** No Pension Credit shall be granted for Past Service that preceded a period of three or more consecutive calendar years in which an employee failed to be employed for at least 1,200 hours in Creditable Employment as defined in (c)(3) of this Section 1 in at least one of such calendar years.
- (c)(6) **Actual Crediting Of Past Service.** A Covered Employee's Past Service Credit shall be determined for benefit purposes as of the date he starts Covered Employment. The actual crediting of such Past Service, however, shall not take place until the employee has qualified for Past Service Credit under Section 1(a) and (b) of this Article and has met the Future Service Credit requirement of Section 6 of this Article.

Article III, Section 2.

FUTURE SERVICE CREDIT

Future Service shall be credited in quarterly units. A Covered Employee shall receive credit for Future Service in each calendar year based on the number of Hours of Service for which contributions were required to be made to the Pension Fund on his behalf. A Program D, E or F Covered Employee who earns Pension Credit under Programs A, B or C shall be credited under Programs D, E or F with Future Service only. The basis of granting such credit shall be as follows:

(a) For Hours of Service earned prior to January 1, 2011:

<u>HOURS OF SERVICE FOR WHICH CONTRIBUTIONS ARE DUE IN CALENDAR YEAR</u>	<u>QUARTERS OF CREDIT</u>
1,760 or more	4
1,320 – 1,759	3
880 – 1,319	2
440 – 879	1
Less than 440	0

(b) For Hours of Service earned after December 31, 2010:

<u>HOURS OF SERVICE FOR WHICH CONTRIBUTIONS ARE DUE IN CALENDAR YEAR</u>	<u>QUARTERS OF CREDIT</u>
2,040 or more	4
1,530 – 2,039	3
1,020 – 1,529	2
510 – 1,019	1
Less than 510	0

Notwithstanding subsection (b) above, the basis for granting Future Service Credit for Hours of Service earned in Covered Employment with Robert Wood Johnson Hospital after December 31, 2010 shall be as set forth in subsection (a) above.

The units and basis of Pension Credit for Future Service of Program G Covered Employees for Plan Years prior to January 1, 2011 is set forth in Appendix A.

Article III, Section 3.

YEARS OF VESTING SERVICE

- (a) **General Rule.** A Participant shall be credited with:
- (i) one year of Vesting Service for each calendar year ending after the Contribution Date, as defined in section (c) below, including periods before he became a Participant, in which he completes at least 1,000 Hours of Service in Covered Employment, plus
 - (ii) one year of Vesting Service for each year of Past Service Credit earned in calendar years ending before the Contribution Date.
- (b) **Additions.** If a Participant works for a Contributing Employer in a job not in Covered Employment and such employment is continuous with his Covered Employment with that Contributing Employer, his Hours of Service in such employment shall be counted toward a year of Vesting Service, in accordance with the following:
- (i) For the calendar year including the Contribution Date and subsequent calendar years, such hours of Service shall be counted whether or not at a place of business covered by the Collective Bargaining Agreement applicable to such Covered Employment; and
 - (ii) For calendar years prior to the Contribution Date, such Hours of Service shall be counted only to the extent that such hours are at the same place of business covered by the Collective Bargaining Agreement applicable to such Covered Employment.
- (c) **Contribution Date.** Solely for purposes of this Section 3, the Contribution Date applicable to a Participant shall be the first Contribution Date for the Participant's Employer at any place of business maintained by such Employer, whether or not the Participant was employed at such place of business.
- (d) **Exceptions.** A Participant shall not be entitled to credit towards a year of Vesting Service for years preceding a Permanent Break in Service as defined in Section 4 of Article III.
- (e) **Nonduplication.** A Participant's years of Vesting Service under this Plan shall be determined without duplication of credit for the same period of employment.

Article III, Section 4.

CONTINUITY OF FUTURE SERVICE FOR PENSION CREDITS AND VESTING CREDITS

- (a) **Permanent Break In Service Before January 1, 1976.** A person shall have incurred a Permanent Break in Service if, before January 1, 1976, he leaves Covered Employment before he has 10 years of Vesting Service or Pension Credit and subsequently fails to earn an aggregate of four quarters of Future Service Credit within any period of four consecutive calendar years.
- (b) **Permanent Break In Service After 1975.** A person shall have incurred a Permanent Break in Service if, after January 1, 1976 but before January 1, 1989, he leaves Covered Employment before he has been credited with 10 years of Vesting Service or Pension Credit, and subsequently has consecutive One-Year Breaks in Service, including at least one after 1975, that equal or exceed the number of full Years of Vesting Service (or years of Pension Credit, if greater) with which he had previously been credited.

A person who leaves Covered Employment on or after January 1, 1987, shall not incur a Permanent Break in Service under paragraph (b) above unless the number of consecutive One-Year Breaks in Service are at least five or more in number; provided, that the foregoing shall not operate to annul a Permanent Break in Service that had already occurred on or before December 31, 1986.

Notwithstanding the above, effective January 1, 1989, a person who has an Hour of Service on or after January 1, 1989, shall incur a Permanent Break in Service only if he leaves Covered Employment before he has been credited with 5 years of Vesting Service or Pension Credit and subsequently has five consecutive One-Year Breaks in Service.

- (c) **One-Year Break In Service.** A Participant has a One-Year Break in Service in any calendar year after 1975 in which he fails to complete 440 Hours of Service in Covered Employment, or in any other employment with the same Employer that is continuous with that Covered Employment (whether or not at a place of business covered by the Collective Bargaining Agreement applicable to such Covered Employment).
- (d) **Effect of Permanent Break in Service.** If a person incurs a Permanent Break in Service under this Article III, Section 4:
 - (i) His previous Pension Credits and years of Vesting Service are cancelled, and
 - (ii) He is no longer a Participant and must again satisfy the participation requirements of Article II.

(e) **Maternity/Paternity Leave.** Solely for purposes of determining whether a Participant has incurred a One-Year Break in Service (as defined in paragraph (c) above) a Participant who is absent from work with an Employer for maternity or paternity reasons shall receive credit for the Hours of Service that would otherwise have been credited to such a Participant but for such absence (or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence), but in no event shall more than 441 Hours be credited under this paragraph, nor shall such hours duplicate any other Hours of Service otherwise credited to the Participant. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence commencing after 1984:

- (i) by reason of the pregnancy of the Participant,
- (ii) by reason of a birth of a child of the Participant,
- (iii) by reason of the placement of a child with the Participant in connection with the adoption of such child by such Participant, or
- (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement.

The Hours of Service credited under this paragraph shall be credited only (1) in the computation period in which the absence begins if the crediting is necessary to prevent a One-Year Break in Service in that period or (2) in all other cases, in the following computation period. No credit shall be given under this paragraph unless the Participant timely furnishes the Plan Administrator with such information as the Pension Fund may require to establish that the absence from work was for maternity or paternity reasons as set forth above, and the number of days for which there was such an absence.

(f) **Family and Medical Leave Act.** To the extent required by federal law, for the sole purpose of determining whether a One-Year Break in Service has occurred, a Participant shall receive credit for up to 441 Hours of Service, if he or she is absent from work because of a period of leave as provided under the Family and Medical Leave Act of 1993, as amended. Additionally, to the extent permitted by the Family and Medical Leave Act of 1993, as amended ("FMLA"), a Participant shall receive credit if he or she is absent from work because of any "qualifying exigency" or if he or she is absent from work because of "Servicemember Family Leave," as defined by the FMLA and regulations promulgated thereunder. Periods of such leave shall not be taken into account for any other purpose under this Plan except to the extent required by federal law.

(g) **Exception to Break In Service Rules.** A Covered Employee shall be allowed a grace period of up to one calendar year for which he failed to earn Future Service Credit because of a disability as determined by the Trustees. The Participant shall bear the burden of furnishing written notice to the Trustees of this claim for a grace period not later than 12 months after the period for which the exception is claimed.

Article III, Section 5.

CREDIT FOR NON-WORKING PERIODS

- (a) Periods of absence from Covered Employment will be credited as if they were periods of work in Covered Employment (except for the purpose of Section 1(a) of this Article) for the period in which they occurred due to the following reasons:
- (i) Military service in the armed forces of the United States or Canada in the time of war, emergency or pursuant to a national conscription law, provided the employee makes himself available for Covered Employment following such military service within the time prescribed by law, pursuant to the re-employment rights as prescribed in the appropriate law, but excluding periods of voluntary re-enlistment not effected during national emergency or time of war unless such periods are required to be taken into account by applicable law. A Participant must call his claim for credit for military service to the attention of the Trustees and supply the evidence necessary to determine his rights. As of the effective date of Section 414(u) of the Code, and, notwithstanding any provisions of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service as defined in Section 414(u)(5) of the Code will be provided in accordance with the general provisions of Code Section 414(u). Effective January 1, 2007, a Participant who would otherwise qualify for reemployment rights under applicable federal law but who is not timely reemployed (or does not make himself available for reemployment) within the time limits established by applicable federal law due to the Participant's death on or after January 1, 2007 while performing qualified military service shall be treated as having been reemployed on the day preceding the date of death and then having terminated Covered Employment on the date of death for the purpose of vesting and benefit accruals for such period, to the maximum extent permitted by law. Effective January 1, 2007, in the case of a Participant who dies while performing qualified military service as defined in Code Section 414(u)(5), the Participant's survivors shall be entitled to any additional benefits provided by the Plan had the Participant resumed Covered Employment on the day before death and then terminated employment on account of death.
 - (ii) A disability established on the basis of medical evidence satisfactory to the Trustees, not to exceed one year of Pension Credit for each period of disability. A Participant must bring a written claim for Pension Credit to the Trustees not later than 12 months after the period of disability for which the Pension Credit is claimed. Such claim may be approved, at the sole discretion of the Trustees, upon a demonstration that the Participant (1) was unable to work because of an accident or sickness and (2) was under the regular care of a doctor. For this purpose, the Participant must submit the following documented proof:

(A) a doctor's statement verifying the disability and containing the diagnosis, treatment and dates of disability;

(B) receipt of state disability benefits;

(C) receipt of weekly accident and sickness benefits provided by any employer-sponsored welfare plan recognized for this purpose by the Trustees; or

(D) for periods of a disability occurring before January 1, 2003, if proof in (A), (B) and (C) is unavailable, written verification by a Contributing Employer that the Participant was unable to work because of an accident or sickness and that he was under the regular care of a doctor.

Credit for non-working periods as described in Section 5(a)(i) and (a)(ii) above shall only apply if the employee's last employment for which contributions were received prior to military service or total disability was in Covered Employment.

The provisions of paragraph (a)(ii) above shall only apply to periods of disability occurring prior to January 1, 2011, except to the extent required by law and Article I, Section 13(b).

- (b) The provisions of paragraph (a) above shall also apply to periods of Past Service for a Covered Employee who qualified for Past Service Credit as provided in Section 1 of this Article, provided that his last employment prior to military service or disability was in employment for which the Past Service Credit would otherwise be granted.
- (c) Whenever a quarter of service is credited under this Section 5, any Hours of Service for which contributions are made to the Pension Fund during that quarter shall not be counted toward the total hours credited in that calendar year. The rules relating to service credit for Program G Covered Employees is set forth in Appendix A.
- (d) Service credited under this Section 5 shall not count in determining (i) whether a Participant has met the Future Service requirement of Article III, Section 6, or (ii) in determining what Benefit Level applies to him pursuant to Article IV, Section 1 or 2, or Article IV, Section 10(a), unless otherwise required by law.

Article III, Section 6.

FUTURE SERVICE REQUIREMENT

Notwithstanding any other provision of this Plan, as a prerequisite for entitlement to any benefits provided by this Pension Fund, a Participant must complete at least two quarters of Future Service Credit. If a Participant's effective date of retirement is within two years of the Contribution Date applicable to his collective bargaining unit, an exception shall be made to this requirement provided the Participant was in Covered Employment for at least 880 hours for which contributions were made to this Fund on his behalf over a period of two consecutive calendar years. The rules relating to service credit for Program G Covered Employees is set forth in Appendix A.

**ARTICLE IV
PENSION ELIGIBILITY AND AMOUNTS**

See Article III of Appendix A for the rules regarding pension eligibility and amounts for Program G.

Article IV, Section 1.

BENEFIT LEVEL FOR PROGRAM A, B AND C COVERED EMPLOYEES

- (a) (i) For all purposes of this Plan, the Benefit Level applicable to a Program A, B or C Covered Employees shall be subject to the provisions of subparagraph (v) below, the Benefit Level in effect on the last day for which the Employer was obligated to make contributions to the Fund on behalf of such Participant shown on Exhibit A for each Contributing Employer participating in Program A, B or C, provided, however that a Participant will be eligible for a change in Benefit Level only if he satisfies subparagraphs (ii) or (iii) of this Section 1.
- (ii) In the event of a change in the Benefit Level, a Participant shall be eligible for a higher Benefit Level only if the Participant was credited with (A) an Hour of Service (as defined in Article I, Section 13) during the ninety (90) day period immediately preceding the effective date of the change in Benefit Level, and (B) 440 Hours of Service (as defined in Article I, Section 13) during the ninety (90) day period immediately preceding the ninety (90) day period described in (A). A Participant who satisfies (A), but who fails to satisfy (B), shall nonetheless be deemed to satisfy (B) if (i) the ninety-day period described in (B) includes any month in the calendar year immediately preceding the calendar year in which the Benefit Level change is effective, and (ii) the Participant receives a full year of Future Service Pension Credit in the calendar year immediately preceding the calendar year in which the Benefit Level change is effective.
- (iii) If a Participant does not satisfy the requirements for a change in Benefit Level under subparagraph (ii), the Participant shall be eligible for the higher Benefit Level if the Participant was credited with at least two quarters of Future Service Credit under such Benefit Level, or if the Participant was credited with at least 880 hours for which contributions were required to be made to the Pension Fund under that Benefit Level over a period of two consecutive calendar years.
- (iv) If a Participant fails to satisfy the requirements for a change in Benefit Level under subparagraphs (ii) or (iii), as applicable, the Participant's Pension shall be based on the next lower Benefit Level under which the Participant satisfied the requirements described in paragraph (ii) or (iii), as applicable, of this Section 1.

- (v) For a Participant whose Benefit Level is affected by a reduction described in Article II, Section 7(b), the Participant will earn Pension Credit for the year in which the Collective Bargaining Agreement expires (as described in Article II, Section 7), based on the Benefit Level in effect on the date prior to the date of the expiration of the Collective Bargaining Agreement for that portion of the year, and then for the remainder of the year, Pension Credit will be earned at the new Benefit Level. The Pension Credit earned under this subparagraph will be the sum of any Pension Credit earned under the higher Benefit Level and any Pension Credit earned under the lower Benefit Level, not to exceed one Pension Credit for the year.
- (b) For each Plan Year beginning after December 31, 2010, notwithstanding subsection (a) above, for all purposes of the Plan, the Benefit Level applicable to a Program A, B, C, or G Covered Employee for a Plan Year shall be the Covered Employee's Average Benefit Level for that Plan Year, determined as follows:

A Participant's Average Benefit Level for a Plan Year is equal to the Benefit Level in effect during such Plan Year (as shown on Exhibit A for each Contributing Employer participating in Program A, B, C, or G). If more than one Benefit Level is in effect during a Plan Year, the Average Benefit Level for the Plan Year is the sum of each Benefit Level in effect during the Plan Year multiplied by the number of months during such Plan Year during which the Benefit Level was in effect, divided by twelve (12) months. However, notwithstanding the above, if a Participant is credited with at least 2,040 Hours of Service, or 1,760 Hours of Service in Covered Employment with Robert Wood Johnson Hospital, at the highest Benefit Level in effect in a Plan Year, then such highest Benefit Level shall be his Average Benefit Level for that Plan Year.

Article IV, Section 2.

BENEFIT LEVEL FOR PROGRAM D, PROGRAM E AND PROGRAM F COVERED EMPLOYEES

- (a) Except as provided in Article IV, Section 1(a) above or Section 2(b) below, for all purposes of the Plan, the Benefit Level applicable to a Program D, E or F Covered Employee shall be the employee's Annual Pension Accrual determined as follows:
 - (i) A Participant shall earn an Annual Pension Accrual each calendar year based on his Pension Accrual Rate.
 - (ii) The amount of a Participant's Annual Pension Accrual for any calendar year shall be determined by multiplying the monthly Pension Accrual Rate in effect for that calendar year (shown on Exhibit A for each Contributing Employer participating in Program D, E or F) by the Participant's Pension Credit, or portion thereof, earned during the same calendar year. If more than one Pension Accrual Rate is in effect during a calendar year, the applicable Pension Accrual Rate for the calendar year is the

sum of each Pension Accrual Rate in effect during the calendar year multiplied by the number of months during such calendar year during which that Pension Accrual Rate was in effect, divided by twelve (12) months. However, notwithstanding the above, if a Participant is credited with at least 2,040 Hours of Service in a calendar year beginning on or after January 1, 2011 or 1,760 Hours of Service in a calendar year beginning prior to January 1, 2011, at the highest Pension Accrual Rate in effect in during that calendar year, then such highest Pension Accrual Rate shall be his applicable Pension Accrual Rate for that calendar year.

- (b) The provisions of Article IV, Section 2(a) shall not apply to a Program D, E or F Covered Employee who was employed by a Blue Ridge Company or any successor company that was participating in Program D, E or F prior to October 1, 2000, or to a Program D, E or F Covered Employee who was employed by National Performance Packaging. The Benefit Level applicable to Covered Employees described in the preceding sentence shall be determined, for purposes of Article IV, Section 4, pursuant to and in accordance with the provisions of Article IV, Section 1.

Article IV, Section 3.

REGULAR PENSION – ELIGIBILITY

A Covered Employee is eligible for a Regular Pension upon Retirement at or after Normal Retirement Age. A Covered Employee who continues to work for a Contributing Employer after his Normal Retirement Age shall continue as a Participant and may earn benefits (subject to the rules of this Plan) until he Retires.

Article IV, Section 4.

REGULAR PENSION – AMOUNT

- (a) The monthly amount of a Regular Pension for a Participant with Pension Credit under Programs A, B or C shall be the sum of
- (i) the Benefit Level applicable to the Participant, as described in Article IV, Section 1(a), determined as of December 31, 2010, multiplied by the Participant's full and fractional years of Pension Credit as of December 31, 2010; plus
 - (ii) the sum of the Participant's Annual Pension Accruals for each Plan Year commencing after December 31, 2010.

For the purpose of this Section, a Participant's Annual Pension Accrual for a Plan Year is equal to the Average Benefit Level for the Plan Year, as determined under Article IV, Section 1(b), multiplied by the full or fractional amount of Pension Credit earned by the Participant during that Plan Year.

- (b) The monthly amount of a Regular Pension of a Participant with Pension Credit under Programs D, E or F shall be the sum of the Annual Pension Accruals for each calendar year, determined in accordance with Article IV, Section 2.
- (c) If a Participant leaves Covered Employment with Pension Credit under (1) Programs A, B or C and (2) Programs D, E, F or G, the monthly amount of his Regular Pension shall be the sum of the separate amounts payable under Programs A, B or C and Programs D, E, F or G calculated under subparagraphs (a) and (b) above and Appendix A.

Article IV, Section 5.

ELIGIBILITY FOR EARLY RETIREMENT PENSION

A Participant is eligible for an Early Retirement Pension upon Retirement between the ages of 55 and 65 with at least 10 years of Pension Credit or Vesting Service. An Early Retirement Pension shall start as of the first of any month after Retirement that the Participant elects.

Article IV, Section 6.

AMOUNT OF EARLY RETIREMENT PENSION

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

- (a) There shall first be determined the amount of the Regular Pension to which the Participant would be entitled if he had attained his Normal Retirement Age on his Pension Starting Date, based on his full and fractional years of Pension Credit on the date he retires.
- (b) The amount so determined shall then be reduced by $\frac{1}{2}$ of 1% for each month by which the Participant is younger than age 65 on the day his Early Retirement Pension starts.

Article IV, Section 7.

DEFERRED PENSION – ELIGIBILITY

A Participant is eligible for a Deferred Pension upon attaining Normal Retirement Age if he is Retired and has at least 5 years of Pension Credit or Vesting Service.

A Deferred Pension shall start –

- (a) on or after the Participant's Normal Retirement Age, or
- (b) on the first day of any month between ages 55 and 65 as the Participant may elect, if he has at least 10 years of Pension Credit or Vesting Service.

Article IV, Section 8.

DEFERRED PENSION – AMOUNT

- (a) **At or After Normal Retirement Age.** If a Deferred Pension starts on or after the Participant has attained his Normal Retirement Age, the monthly amount of his Deferred Pension shall be the amount of the Regular Pension to which the Participant would be entitled if he had attained his Normal Retirement Age on his Pension Starting Date, based on his full and fractional years of Pension Credit at the date of retirement.
- (b) **Before Normal Retirement Age.** If a Deferred Pension starts before a Participant's Normal Retirement Age, the monthly amount of his Deferred Pension shall be the amount of the Regular Pension otherwise payable at Normal Retirement Age, reduced in the same way as an Early Retirement Pension that starts before age 65, as provided in Section 6(b) of this Article IV.

Article IV, Section 9.

ELIGIBILITY FOR DISABILITY PENSION

- (a) **Eligibility.** A Participant shall be entitled to retire on a Disability Pension if he meets all of the following conditions:
 - (i) He becomes totally and permanently disabled as defined in Section (b) below while working in Covered Employment, and
 - (ii) For Program A, B, and C Covered Employees, he has accumulated at least 10 years of Pension Credit with at least 2 quarters of Future Service Credit at the time the total and permanent disability commences.
 - (iii) For Program D, E, and F Covered Employees, he has accumulated at least 5 years of Vesting Credit with at least 2 quarters of Future Service Credit at the time the total and permanent disability commences.
 - (iv) Effective for quarters beginning on and after April 1, 2005 and solely for the purpose of calculating a Participant's eligibility for a Disability Pension, a Participant shall earn a quarter year of Future Service Credit for each quarter in which the Participant has worked in Covered Employment for more than half of the quarter, and shall be credited with up to one year of Vesting Credit for the period ending on the date he ceases working in Covered Employment.
- (b) **Definition of Total and Permanent Disability.** A Participant shall be deemed totally and permanently disabled only if he received a disability award issued by the Social Security

Administration. Such award must be submitted to the Trustees in order for a Participant to be eligible to receive the Normal Amount, as described in Article IV, Section 10(a), below. The Trustees shall be the sole and final judges of total and permanent disability and the entitlement to a Disability Pension hereunder. The Trustees shall have the right to require every applicant for a Disability Pension to submit to medical examination. If a Disability Pension is granted, the Trustees shall have the right to require medical examination as often as may reasonably be required under the circumstances. Failure to submit to a required medical examination shall be sufficient reason for the denial, suspension or discontinuance of the Disability Pension. In the event of the Pensioner's recovery from Total and Permanent Disability prior to Normal Retirement Age, the Disability Pension shall be discontinued, effective as of the date of recovery.

Article IV, Section 10.

AMOUNT AND COMMENCEMENT OF DISABILITY BENEFIT

- (a) **Normal Amount.** The monthly amount of the Disability Pension shall be the amount of Regular Pension to which the Participant would be entitled if he had attained his Normal Retirement Age at the time his Disability Pension starts, based on –
- (i) the number of full and fractional years of Pension Credit accrued by him on the last day for which the Employer was obligated to make contributions to the Fund on behalf of such Participant, and
 - (ii) the Benefit Level as determined under Section 1 of this Article.

In order to be eligible to receive this amount, a Participant must submit, as evidence of total and permanent disability, a disability award issued by the Social Security Administration.

- (b) **Starting Date.** No person shall be entitled to a Disability Pension until he has filed an application for a Disability Pension and such application is approved by the Trustees. A Disability Pension shall be effective the later of (i) five months after the month in which the disability began (as determined by the Participant's Social Security Disability award), or (ii) the first day of the month after the Participant's application for a Disability Pension is filed (the "Disability Pension effective date"), and only if it is determined that the Participant is Retired as of the Disability Pension effective date. If the Participant is not Retired, a subsequent effective date shall apply following a determination that the Participant is Retired. Notwithstanding the foregoing, if the Trustees approve an application for a Disability Pension on the basis of a Social Security Disability award after the Disability Pension effective date, the Participant will be eligible for benefits for up to twelve months prior to the date the application for a Disability Pension was filed with the Trustees, but in no event for periods prior to the first day of the fifth month after the month in which the disability began (as determined by the Social Security Disability award), and provided that (i) it is determined that the Participant has retired as of the retroactive starting date; and (ii) the Participant is disabled

both for any prior month for which a Disability Pension payment is made and on the date the Fund actually commences payment of the Disability Pension. If the Participant is not Retired, a subsequent retroactive starting date shall apply following a determination that the Participant is Retired.

- (c) **Early Retirement Pension.** A Participant who has filed an application for a Disability Pension may retire on an Early Retirement Pension if he meets the requirements of Section 5 of this Article while a determination regarding his application is pending. If the Trustees approve the Participant's Disability Pension application and award the Normal Amount, the Participant will begin receiving the Disability Pension in lieu of the Early Retirement Pension on the Disability Starting Date as defined in paragraph (b) of this Section. If the Participant's Disability Pension application is denied, the Participant will continue receiving payments in the form of an Early Retirement Pension.

Article IV, Section 11.

PRE-RETIREMENT SURVIVING SPOUSE BENEFITS FOR PROGRAMS A, B, C, D, E OR F

- (a) A married Participant who is eligible for one of the pensions payable under the Plan, and who dies after attaining age 55 but before his pension starts, will be eligible for the Pre-Retirement Surviving Spouse Benefit. The Pre-Retirement Surviving Spouse Benefit will provide his surviving Spouse 50% of the monthly amount the Participant would have received had the Participant retired on the day before his date of death with a Participant and Spouse Pension, except that if the Participant described in the first sentence dies after terminating Covered Employment, it shall be assumed that the Participant (i) retired on the date of termination of Covered Employment, (ii) commenced a pension payable in the Participant and Spouse Pension form of payment on the date immediately preceding his date of death (after giving effect to the reduction under Article IV, Section 6(b)), and (iii) died on the next day. The benefit to the surviving Spouse shall commence and be determined as of the surviving Spouse's Starting Date, as defined in Section 14(c) of this Article, and continue for the lifetime of the Spouse.
- (b) If a married Participant dies in Covered Employment before age 55 with at least 5 years of Vesting Service or Pension Credit, his surviving Spouse shall be eligible for the Pre-Retirement Surviving Spouse Benefit described in paragraph (a) above, except that it shall be assumed that the Participant (i) separated from service on the date of death, (ii) survived to the earliest retirement age at which his Deferred Pension could start, (iii) on that date commenced a pension payable in the Participant and Spouse Pension form of payment (after giving effect to the reduction under Article IV, Section 6(b)), and (iv) died on the next day. The benefit to the surviving Spouse shall commence and be determined as of the surviving Spouse's Starting Date, as defined in Section 14(c) of this Article, except that in the case of a Participant's death prior to the earliest retirement age at which the Participant's Deferred Pension could have

commenced, the benefit to the surviving Spouse shall be adjusted to reflect no reduction for the Participant's age on the date of death prior to such earliest retirement age.

- (c) If a married Participant dies with at least 5 years of Vesting Service or Pension Credit, after terminating Covered Employment before age 55, his surviving Spouse shall be eligible for the Pre-Retirement Surviving Spouse Benefit described in paragraph (a) above, except that such benefit shall be calculated by reference to the date of termination of Covered Employment and it shall be assumed that the Participant (i) thereafter survived to the earliest retirement age at which his Deferred Pension could start and (ii) on that date commence a pension payable in the Participant and Spouse Pension form of payment (after giving effect to the reduction under Article IV, Section 6(b) and the Plan's other assumptions), and (iii) died on the next day. The benefit to the surviving Spouse shall commence and be determined as of the surviving Spouse's Starting Date, as defined in Section 14(c) of this Article, and any benefit commencing prior to the earliest retirement age at which the Participant's Deferred Pension could have commenced shall be reduced based on a reasonable actuarial reduction to reflect commencement prior to such earliest retirement age.

Article IV, Section 12.

OPTIONAL FORMS OF PENSION BENEFIT FOR PROGRAMS A, B, C, D, E, OR F

- (a) **Participant and Spouse Pension For All Types Of Pensions Provided By The Plan.** Unless a married Participant has filed a timely rejection in writing with the Trustees, his pension will be paid in the form of a 50% Participant and Spouse Pension in which the monthly amount of the pension is reduced from the full amount otherwise payable in accordance with a formula or formulas adopted by the Trustees, based on the principles of overall actuarial equivalence and equitable adjustment for such pension. Upon the death of a Pensioner whose pension is payable as a Participant and Spouse Pension, 50% of the Pensioner's actuarially reduced benefit amount will be continued for the lifetime of the Spouse, starting on the first of the month following the death of the Participant.
- (i) **A Participant may elect to receive a 75% or 100% Participant and Spouse Pension in lieu of a 50% Participant and Spouse Pension.** Upon the death of a Pensioner whose pension is payable as a 75% Participant and Spouse Pension, 75% of the Pensioner's actuarially reduced benefit amount will be continued for the lifetime of the Spouse, starting on the first of the month following the death of the Participant. Upon the Death of a Pensioner whose pension is payable as a 100% Participant and Spouse Pension, 100% of the Pensioner's benefit amount will be continued for the lifetime of the Spouse, starting on the first of the month following the death of the Participant.
- (ii) **Pension Conversion.** In converting the normal form of benefit payment for all types of Pensions (except a Disability Pension) into a Participant and Spouse Pension form,

the Participant's pension amount shall be reduced using the following actuarial factors:

- (A) **50% Participant and Spouse Pension** – 88% plus 0.4% for each year that Spouse's age is greater than Participant's age or minus 0.4% for each year that Spouse's age is less than the Participant's age with a maximum factor of 99%.
- (B) **75% Participant and Spouse Pension** – 83% plus 0.5% for each year that Spouse's age is greater than Participant's age or minus 0.5% for each year that Spouse's age is less than the Participant's age with a maximum factor of 99%.
- (C) **100% Participant and Spouse Pension** – 79% plus 0.6% for each year that Spouse's age is greater than Participant's age or minus 0.6% for each year that Spouse's age is less than the Participant's age with a maximum factor of 99%.

(iii) **Disability Retirement Conversion.** In converting the normal form of benefit payment for a Disability Pension into a Participant and Spouse Pension form, the Participant's pension amount shall be the greater of the benefit reduced by using the actuarial factors for a form of payment for a Disability Pension as set forth in Section 12(a)(v)(B) below or the benefit reduced for the same form of payment by using the following actuarial factors:

- (A) **50% Participant and Spouse Pension** – 77.5% plus 0.4% for each year that Spouse's age is greater than Participant's age or minus 0.4% for each year that Spouse's age is less than the Participant's age with a maximum factor of 99%.
- (B) **75% Participant and Spouse Pension** – 70% plus 0.5% for each year that Spouse's age is greater than Participant's age or minus 0.5% for each year that Spouse's age is less than the Participant's age with a maximum factor of 99%.
- (C) **100% Participant and Spouse Pension** – 63% plus 0.6% for each year that Spouse's age is greater than Participant's age or minus 0.6% for each year that Spouse's age is less than the Participant's age with a maximum factor of 99%.

(iv) **Rejecting the Participant and Spouse Pension.** A Participant shall have the right to reject the Participant and Spouse Pension at any time during the 90 day period immediately preceding his Pension Starting Date; provided, that no such rejection shall be effective unless:

- (A) the Participant's Spouse consents thereto on a form supplied by the Plan, and such consent is witnessed by a notary public or authorized Plan representative, or

- (B) it is established to the satisfaction of a Plan representative that such consent cannot be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances prescribed in applicable regulations.
 - (C) Any such consent (or establishment that consent may not be obtained) shall be effective only with respect to such Spouse.
 - (D) If a Participant rejects the Participant and Spouse Pension, he can reinstate the Participant and Spouse Pension by filing a written cancellation of such rejection with the Trustees, at any time within the period described in the initial sentence of this subparagraph (iv).
- (v) **Payment of the Participant and Spouse Pension.** Payment of the Participant and Spouse Pension shall be subject to the following conditions:
- (A) The Participant and Spouse must be married to each other on the Participant's Pension Starting Date.
 - (B) **Participant and Spouse "Pop-Up" Pension.** A Participant with a Spouse may elect to receive his benefit as an optional 50%, 75%, or 100% Participant and Spouse "Pop-Up" Pension, in lieu of a 50%, 75%, or 100% Participant and Spouse Pension. Under a Participant and Spouse "Pop-Up" Pension, the Participant will receive an actuarially reduced pension benefit for his lifetime and upon his death, the Participant's Spouse will receive 50%, 75%, or 100%, as applicable, of the Participant's monthly benefit for the Spouse's lifetime. If the Spouse of a Pensioner who is receiving a 50%, 75%, or 100% Participant and Spouse "Pop-Up" Pension predeceases the Pensioner, the Pensioner's benefit will be reinstated to the original unreduced amount, payable in the form of a single-life annuity payable monthly during the Participant's lifetime, with no continuation of payments after his death, commencing with the month following the Spouse's death.

In converting the normal form of benefit payment for all types of Pensions (except a Disability Pension) into a Participant and Spouse "Pop-Up" Pension form, the Participant's pension amount shall be reduced using the following actuarial factors:

- a. **50% Participant and Spouse "Pop-Up" Pension** – 87% plus 0.4% for each year that Spouse's age is greater than Participant's age or minus 0.4% for each year that Spouse's age is less than the Participant's age with a maximum factor of 99%.

- b. **75% Participant and Spouse “Pop-Up” Pension – 82% plus 0.5% for each year that Spouse's age is greater than Participant's age or minus 0.5% for each year that Spouse's age is less than the Participant's age with a maximum factor of 99%.**
- c. **100% Participant and Spouse “Pop-Up” Pension – 77% plus 0.6% for each year that Spouse's age is greater than Participant's age or minus 0.6% for each year that Spouse's age is less than the Participant's age with a maximum factor of 99%.**

In converting the normal form of benefit payment for a Disability Pension into a Participant and Spouse “Pop-Up” Pension form, the Participant’s pension amount shall be reduced using the following actuarial factors:

- a. **50% Participant and Spouse “Pop-Up” Pension – 76.5% plus 0.3% for each year that Spouse's age is greater than Participant's age or minus 0.3% for each year that Spouse's age is less than the Participant's age with a maximum factor of 99%.**
- b. **75% Participant and Spouse “Pop-Up” Pension – 68.5% plus 0.4% for each year that Spouse's age is greater than Participant's age or minus 0.4% for each year that Spouse's age is less than the Participant's age with a maximum factor of 99%.**
- c. **100% Participant and Spouse “Pop-Up” Pension – 62% plus 0.4% for each year that Spouse's age is greater than Participant's age or minus 0.4% for each year that Spouse's age is less than the Participant's age with a maximum factor of 99%.**

In order to elect the optional Participant and Spouse “Pop-up” Pension, a Participant must reject the Participant and Spouse Pension in accordance with Article IV, Section 12(a)(iv). Once the Participant and Spouse “Pop-Up” Pension has become payable, the monthly amount shall not be increased if the Spouse is subsequently divorced from the Pensioner, unless and until the Spouse subsequently predeceases the Pensioner.

- (D) **The Participant and Spouse Pension is payable for the lifetime of the Pensioner and the surviving Spouse and cannot be terminated on remarriage.**
- (E) **The Trustees shall be entitled to rely on a written representation (marriage license) last filed by the Participant before his Pension Starting Date as to whether or not 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 representation of the Participant.**

- (F) If a Participant and his Spouse shall divorce after payment of the Participant and Spouse Pension has started, such former Spouse, if living at the Participant's death, shall nonetheless be treated as the Participant's surviving Spouse.
- (vi) **Disability Pension Payable as Participant and Spouse Pension.** If a married disabled Participant dies after his application for a Disability Pension is approved by the Trustees, but before his Disability Pension starts, the Participant's surviving Spouse shall receive payments under the 50% Participant and Spouse Pension, starting on the first of the month following the death of the Participant. The monthly amount of such Spouse's benefit shall be determined as if the Participant had begun to receive his pension as of the day before his death under the Participant and Spouse Pension form described in this Section 12(a).
- (vii) **Death of Disability Pensioner Before the One Year Anniversary of Disability Pension Starting Date.** If a married Participant receiving a Disability Pension as a Straight Life Annuity dies before the one year anniversary of his Disability Pension effective date as defined in Article IV, Section 10(b), the benefit shall be treated as if the Participant had elected a 50% Participant and Spouse Pension. Benefit payments will commence to the surviving Spouse, if any, starting on the first of the month following the death of the Participant.
- (b) **Joint and Survivor Option.** In lieu of a single life annuity, or a Participant and Spouse Pension if a Participant is married, a Participant may elect to receive payment of the Regular, Early, or Deferred Pension under a Joint and Survivor Option, in accordance with which he will receive a lower pension benefit amount with the understanding that 100%, 75% or 50% of that lower monthly amount (as the Participant may elect) will continue to be paid after his death for the lifetime of his designated Beneficiary. The adjustment in benefit amount shall be determined so that it is an actuarial equivalent of the amount otherwise payable to the Participant in the normal form.
 - (i) **Electing the Joint and Survivor Option.** Election of the Joint and Survivor Option shall be subject to the following conditions as well:
 - (A) The Joint and Survivor Option shall be deemed to be elected when the Participant completes an election form prescribed by the Trustees and files such form with the Trustees.

- (B) The adjustment of the Joint and Survivor Option shall apply immediately, but the Beneficiary shall not be entitled to any payments upon the Participant's death under this form of benefit unless and until the Participant receives payments pursuant to this form of benefit for a period of at least 12 months.
 - (C) A Joint and Survivor Option may be elected only prior to the Participant's Pension Starting Date.
 - (D) Once elected, the Joint and Survivor Option may be revoked only in writing, on a form prescribed by the Trustees and filed with the Trustees before the Participant's Pension Starting Date.
 - (E) Benefits continue to the Participant in the same amount and are not payable to any other person if the Participant's designated Beneficiary predeceases the Participant after the Participant's Pension Starting Date.
- (ii) **Pension Conversion.** In converting the normal form of benefit payment for all types of Pensions (except a Disability Pension) into a Joint and Survivor Option, the Participant's pension amount shall be reduced using the following actuarial factors:
- (A) **50% Joint and Survivor Option** – 88% plus 0.4% for each year that Beneficiary's age is greater than Participant's age or minus 0.4% for each year that Beneficiary's age is less than the Participant's age with a maximum factor of 99%.
 - (B) **75% Joint and Survivor Option** – 83% plus 0.5% for each year that Beneficiary's age is greater than Participant's age or minus 0.5% for each year that Beneficiary's age is less than the Participant's age with a maximum factor of 99%.
 - (C) **100% Joint and Survivor Option** – 79% plus 0.6% for each year that Beneficiary's age is greater than employee's age or minus 0.6% for each year that Beneficiary's age is less than the employee's age with a maximum factor of 99%.

Article IV, Section 13.

SUSPENSION OF BENEFITS

- (a) If a Pensioner returns to employment after payment of his pension has begun, such pension shall cease for any calendar month in which the Pensioner engages in Prohibited Employment. If a Participant continues in Covered Employment after Normal Retirement Age the Participant's pension shall not begin for any calendar month in which the Participant engages in Prohibited Employment. A month of Prohibited Employment means any month

in which there was the completion of 40 or more Hours of Service in employment with a Contributing Employer in Covered Employment; provided that such employment is in the same industry or business as any Contributing Employer at the time that the payment of benefits commenced or would have commenced, in a trade or craft in which the Pensioner or Participant was employed at any time under the Plan, and is in the geographic area covered by the Plan at the time that the payment of benefits commenced or would have commenced.

- (b) The following exceptions shall apply to the application of paragraph (a) above:
- (i) Employment with a sub-contractor or other employer that is not an Employer and occurs at a Contributing Employer shall not be considered Prohibited Employment.
 - (ii) An exception shall be made if a Contributing Employer recalls a Pensioner back to work in emergency situations for a period of time not to exceed 60 days in any calendar year. The Trustees may, in their sole discretion, provide additional exceptions by rule or regulation.
 - (iii) An exception shall be made if the Pensioner shall become employed after attainment of age 67 as a plant watchman or guard, provided such classifications are not covered by a Collective Bargaining Agreement under the jurisdiction of the Union. A Pensioner shall notify and request approval of the Trustees in advance if such contemplated employment qualifies under the rules for this exception.
- (c) The following rules shall apply to the application of paragraph (a) above:
- (i) A Participant may request a ruling from the Trustees on whether a particular type of contemplated employment will result in the permanent withholding of benefits under this Section. The decision on such rulings shall be at the sole discretion of the Trustees and shall not be subject to further review.
 - (ii) The Trustees shall develop reasonable procedures to implement the provisions of this Section 13 that may include a requirement that a Retired Participant notify the Trustees of the start (or end) of any subsequent employment, and that the Trustees notify the Participant that his pension is to be permanently withheld for certain periods. In the event that the Participant received pension payments for months in which his benefits were subject to permanent withholding, such payments shall be offset against future benefit payments otherwise due.
 - (iii) In addition to all Pensioners who return to employment, the foregoing provisions of this Section 13 will apply to Participants who continue in employment after Normal Retirement Age and whose pension benefits have not previously started. No payment shall be made for any month in which a Participant completes more than 40 hours of Service in the circumstances described above, to the extent that the value of all such payments is less than the value of additional benefits earned by him after his Normal Retirement Age. Any missed payments required to be paid under this Section 13 will

be made by applying the value of the missed payments to provide increased pension benefits.

- (d) **Recalculation of Benefits.** If a Participant begins to receive a pension hereunder and he is later re-employed as a Covered Employee, upon his subsequent retirement his pension shall be recalculated, as follows:
- (i) His pension will include any Annual Pension Accruals he earns by reason of his period of re-employment and will be determined based on the applicable provisions of Article IV, Sections 3 through 12.
 - (ii) Any pension that has been recalculated under subsection (i) shall be reduced by the actuarial equivalent of the benefit payments (if any) previously made to such Participant prior to his Normal Retirement Age (other than payments under a Disability Pension properly payable under Article IV). For purposes of this subsection (d)(ii), "actuarial equivalent" shall be based on the 1971 Group Annuity Mortality Table, weighted 80% for males and 20% for females, and 7% interest compounded annually.

In no event shall the monthly amount of a Participant's pension be reduced by reason of redetermination under this Section 13.

Article IV, Section 14.

SURVIVING SPOUSES AND FORMER SPOUSES

- (a) For purposes of Sections 11 and 12 of this Article IV, a former Spouse shall be treated as a Participant's Spouse to the extent specified in a Qualified Domestic Relations Order as defined in Code Section 414(p).
- (b) For all purposes of this Plan (including Appendix A), if distribution in respect of a Participant's benefits is made to a person reasonably believed by the Trustees or their delegate (taking into account any document purporting to be a valid consent of the Participant's Spouse, or any representation by the Participant that he is not married) to properly qualify to receive benefits under the Plan payable in respect of the Participant, the Plan shall have no further liability with respect to such benefits.
- (c) Notwithstanding anything else in this Plan, benefits payable to the surviving Spouse of a Participant who dies before his pension starts shall begin as of the Starting Date. Benefits that begin prior to the date on which the Participant would have attained age 65 shall be subject to the actuarial reduction described in Sections 6 and 11 of this Article IV. For purposes of this Section 14, "Starting Date" means (a) the first day of the month following a Participant's 65th birthday (or, in the event of death subsequent to his 65th birthday, the first day of the month following such date of death), or (b) any earlier time that the Participant's

surviving Spouse shall elect beginning on the first day of the month following the date of the Participant's death. This shall apply to Programs A, B, C, D, E or F.

Article IV, Section 15.

SPECIAL HUHTAMAKI COMPANY BENEFIT LEVEL AND FORM OF PAYMENT

Pursuant to a merger of the Pension Plan for Hourly-Paid Employees of Huhtamaki Company Manufacturing ("Huhtamaki Plan") into this Plan, effective as of December 31, 2002, the former participants of the Huhtamaki Plan shall be entitled to receive benefits under this Fund. A former Huhtamaki Plan participant shall receive

- (a) the sum of his accrued benefit determined under the benefit levels in effect under the Huhtamaki Plan for service dates through December 31, 2002, and his accrued benefit based on the Benefit Levels applicable to the Covered Employee under the Plan for service after December 31, 2002; or,
- (b)
 - (i) if he retires on or after January 1, 2003, and is otherwise eligible for a pension benefit under the terms of the Plan, the greater of a benefit determined under (a) or a benefit based on \$27.00 times all years of service under the Huhtamaki Plan and this Plan;
 - (ii) if he retires on or after January 1, 2004 and is otherwise eligible for a pension benefit under the terms of the Plan, the greater of a benefit determined under (a) or a benefit based on \$28.00 times all years of service under the Huhtamaki Plan and this Plan;
 - (iii) if he retires on or after January 1, 2005, and is otherwise eligible for a pension benefit under the terms of the Plan, the greater of a benefit determined under (a) or a benefit based on \$29.00 times all years of service under the Huhtamaki Plan and this Plan.
- (c) a standard form of payment for unmarried participants and an optional form of payment for married participants payable as a 10-year certain and life annuity. This subsection (c) shall not apply to a former Huhtamaki Plan participant with a Pension Starting Date on or after January 1, 2011, regardless of when the former Huhtamaki Plan participant terminated Covered Employment or otherwise ceased to be an active Participant under this Plan or an active participant under the Huhtamaki Plan.

Article IV, Section 16.

SPECIAL ROARING SPRING BLANK BOOK COMPANY BENEFITS

Pursuant to a merger of the Retirement Plan for Bargaining Employees of the Roaring Spring Blank Book Company ("Roaring Spring Plan") into this Plan, effective as of November 1, 2000, the former participants of the Roaring Spring Plan who were employed on the date of the merger and became eligible for benefits under this Plan as a result of the merger, shall receive (i) past service credit equal

to the years of benefit service accrued under the Roaring Spring Plan, plus an additional one-quarter year of past service credit; and (ii) years of vesting service equal to the years of service completed under the Roaring Spring Plan, plus an additional year of vesting service, in accordance with the applicable Merger Agreement.

Article IV, Section 17.

SPECIAL BANNER FIBREBOARD COMPANY BENEFIT LEVEL AND FORM OF PAYMENT

Pursuant to a merger of the Banner Fibreboard Company Retirement Plan for Employees Covered by a Collective Bargaining Agreement ("Banner Fibreboard Plan") into this Plan, effective as of August 1, 2002, a former participant of the Banner Fibreboard Plan who was employed on the date of the merger and became eligible for benefits under this Plan as a result of the merger, shall receive a year of vesting service if he worked 1,000 or more hours of service between the merger effective date and December 31, 2002. Former participants of the Banner Fibreboard Plan shall be entitled to a standard form of payment for unmarried participants, and an optional form of payment for married participants, payable as a life annuity with 120 guaranteed monthly payments.

Notwithstanding the foregoing, a former participant of the Banner Fibreboard Plan with a Pension Starting Date on or after January 1, 2011 shall not be entitled to the life annuity with 120 guaranteed monthly payments described above, regardless of when the former Banner Fibreboard Plan participant terminated Covered Employment or otherwise ceased to be an active Participant under this Plan or an active participant under the Banner Fibreboard Plan.

Article IV, Section 18.

SPECIAL HUHTAMAKI CONSUMER PACKAGING PLAN FOR FULTON UNION EMPLOYEES BENEFITS LEVEL AND FORM OF PAYMENT

Pursuant to the merger of the Huhtamaki Consumer Packaging Pension Plan for Fulton Union Employees ("Huhtamaki Fulton Plan") into this Plan, effective May 6, 2004, the former participants of the Huhtamaki Fulton Plan who were employed on the date of the merger and became eligible for benefits under this Plan as a result of the merger, and their beneficiaries, shall be entitled to receive benefits under the terms of the Plan for all of pre-and post-merger service, except as provided in paragraphs (a), (b) and (c) below.

- (a) Accruals earned by former Huhtamaki Fulton Plan participants under the Huhtamaki Fulton Plan prior to May 6, 2004 shall be subject to the terms of the Huhtamaki Fulton Plan for purposes of calculating early retirement benefits. Accruals earned by former Huhtamaki Fulton Plan participants on or after May 6, 2004 shall be subject to the terms of the Plan for purposes of calculating early retirement benefits.

Notwithstanding the above, accruals earned by former Huhtamaki Fulton Plan participants under the Huhtamaki Fulton Plan prior to May 6, 2004 shall also be subject to the terms of Article IV, Section 19 for purposes of calculating early retirement benefits.

- (b) Credited service, as that term is defined under the terms of the Huhtamaki Fulton Plan, shall be credited as follows:
- (i) service earned for the period before July 1, 1959 shall be credited based on all years and months of continuous employment completed by former participants of the Huhtamaki Fulton Plan. A month of service shall be credited as 1/12th of a year, and continuity of employment and calculation of years and months of employment shall be determined, or disregarded, as appropriate, as provided under the terms of the Sealright Co., Inc., Fulton Union Employees Pension Plan;
 - (ii) service earned for the period after June 30, 1959 and before January 1, 1970, shall be credited based on a 12 month period of July 1 through June 30 ("fiscal year") during which a former participant of the Huhtamaki Fulton Plan completed at least 1,600 hours of service for Sealright, and each calendar month within a fiscal year consisting of fewer than 1,600 hours of service during which at least 16 full days of service were completed. A month of service shall be credited as 1/12th of a year, and fiscal years and months of service shall be determined, or disregarded, as appropriate, as provided under the terms of the Sealright Co., Inc., Fulton Union Employees Pension Plan;
 - (iii) service earned for the period after December 31, 1969 and before January 1, 1976 shall be credited based on each calendar year during which a former participant of the Huhtamaki Fulton Plan completed at least 1,600 hours of service for Sealright, and each calendar month within a calendar year consisting of fewer than 1,600 hours of service during which at least 16 full days of service were completed. A month of service shall be credited as 1/12th of a year and calendar years and months of service shall be determined, or disregarded, as appropriate, as provided under the terms of the Sealright Co., Inc., Fulton Union Employees Pension Plan;
 - (iv) credited service earned for the period after December 31, 1975 and before May 6, 2004 shall be credited each calendar year in which a former participant of the Huhtamaki Fulton Plan completed at least 1,600 hours of service except that: (1) credited service accrued in a year, other than the year in which the employee became a participant, retired or was terminated, during which at least 1,000 but less than 1,600 hours of service were completed shall be credited with a fractional credit; (2) credited service for the year during which an employee became a participant, retired or terminated employment shall be credited in an amount equal to the greater of: (a) the fractional credit; or (b) 1/12th of a year of credited service for each calendar month during which at least 16 days of service were completed for Sealright after the date on which the employee became a participant. Except as otherwise provided,

each year in which less than 1,000 hours of service were completed shall be disregarded.

- (c) Any former Huhtamaki Fulton Plan participant who is within five years of attaining age 65 as of the date of the merger will be treated as having attained age 65 for all purposes under the Plan.
- (d) Benefits for former Huhtamaki Fulton Plan participants who retired from employment with Huhtamaki Consumer Packaging Inc. on or after February 23, 2004, but before May 6, 2004 shall be calculated at the accrual rate of \$28 per month, provided that the eligibility requirements under the Plan have been otherwise satisfied. Benefits of all other former Huhtamaki Fulton Plan participants will be determined for all purposes under the terms of the Huhtamaki Fulton Plan or prior plan in effect on the date they retired or terminated employment.

Article IV, Section 19.

EARLY RETIREMENT AND SERVICE PENSION BENEFITS FOR PARTICIPANTS RECEIVING BENEFITS UNDER MERGED PLANS

For a Participant who retires prior to age 65 and who receives a benefit determined under the terms of a plan that merged into this Plan, the Participant will receive the lesser of (1) the benefit calculated under the terms of the merged plan or (2) the benefit calculated based on the benefit the Participant would receive at normal retirement age, reduced by $\frac{1}{2}$ of 1% for each month by which the Participant is younger than age 65. Any provision in the applicable plan that merged into this Plan that provides that, prior to normal retirement age, the Participant will receive the same monthly amount he would receive at normal retirement age provided that specified service requirements are met, shall not apply.

Article IV, Section 20.

SPECIAL PAPER BOX MAKERS UNION LOCAL 299 DEATH BENEFIT

Effective October 16, 1984, the Beneficiary of a Pensioner who retired under the Retirement Fund for Local 299 prior to September 1, 1984, shall be entitled to receive a \$1,000 lump sum death benefit upon the death of such Pensioner on or after October 16, 1984.

**ARTICLE V
APPLICATIONS, BENEFIT PAYMENTS AND RETIREMENT**

Article V, Section 1.

BENEFIT PAYMENTS GENERALLY

- (a) Benefits shall become payable commencing no earlier than the first day of the month following the month in which the application was filed with the Trustees, providing the Participant has fulfilled all the conditions for entitlement to benefits and it is determined that the Participant is Retired. Pension payments shall end with the payment for the month in which the death of the Pensioner occurs except as provided in the Plan for continued payments to the surviving Spouse or other Beneficiary.
- (b)(1) However, in no event shall benefits be payable to the Participant later than the 60th day after the later of:
- (i) the close of the calendar year in which the Participant attains Normal Retirement Age, or
 - (ii) the close of the calendar year in which the Participant is Retired,

unless the Participant elects to defer the commencement of his benefits to a date not later than the April 1 of the calendar year following the calendar year in which the Participant attains age 70 ½. This is a Participant's "required beginning date." If payments to the Employee are to be made in installments, the installment period may in no event be longer than the life of the Employee or the joint life expectancy of the Employee and his Beneficiary. If the Employee dies before distribution starts, distribution to the beneficiary other than the Employee's spouse must commence within one year of the Employee's death, and if payable to the beneficiary in installments, the installment period must not exceed the beneficiary's life expectancy. Notwithstanding the foregoing, if a Participant has elected not to receive payments as of the later of (i) or (ii), Regular Pension payments shall begin upon application for benefits in accordance with Section 3 hereof, but no later than April 1 of the calendar year following the calendar year in which the Participant attains age 70 ½, provided that if the payee of any payment cannot be located or the amount of the payment cannot be determined, payment retroactive to the required beginning date must be made within 60 days of the payee's being located or the amount being determined, whichever is applicable. The accrued benefit of a Participant (other than a 5-percent owner) who retires in a calendar year in which the Participant attains age 70 ½ is actuarially increased from April 1 after the calendar year in which the employee attains age 70 ½ to the date on which benefits commence after retirement in an amount sufficient to satisfy Section 401(a)(9) of the Code, in order to take into account the period during which the employee is not receiving benefits under the Plan.

- (2) Notwithstanding anything in this Plan to the contrary, the provisions of this Plan shall be subject at all times to and comply with the limits of, and all distributions under the Plan shall be made in accordance with, Section 401(a)(9) of the Code and the regulations thereunder, including the incidental death benefit requirements of Section 401(a)(9)(G), and Treasury Regulation sections 1.401(a)(9)-2 through 1.401(a)(9)-9.
- (3) Payment of benefits under this Plan to a Beneficiary or surviving Spouse will commence by the applicable required beginning date as follows:
- (i) in the case of benefits to a Beneficiary other than the surviving Spouse, which become payable as a result of the Participant's death, payments shall begin no later than one (1) year from the date of death, or if later, as soon as practicable after the Trustees learn of the death.
 - (ii) in the case of benefits to a surviving Spouse, payments shall begin on or before the later of the December 31st of the calendar year immediately following the calendar year in which the Participant died, the December 31st of the calendar year in which the Employee would have attained age 70 ½, or as soon as practicable after the Trustees learn of the death.
- (4) Death Distribution Provisions
- (i) Distributions beginning before death. If the Participant dies after distribution of his or her interest has begun, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death.
 - (ii) Distribution beginning after death. If the Participant dies before distribution of his or her interest begins, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death except to the extent that distributions are made in accordance with (A) or (B) below:
 - (A) if any portion of the Participant's interest is payable to a designated Beneficiary, distributions may be made over the life, or over the period certain not greater than the life expectancy of the designated Beneficiary commencing on or before December 31st of the calendar year immediately following the calendar year in which the Participant died;
 - (B) if the designated Beneficiary is the Participant's surviving Spouse, the date distributions are required to begin in accordance with (i) above shall not be earlier than the later of (1) December 31st of the calendar year immediately following the calendar year in which the Participant died or (2) December 31st of the calendar year in which the Participant would have attained age

seventy and one-half (70½).

- (C) For purposes of this Section, if the surviving Spouse dies after the Participant, but before payments to the Spouse begin, the provisions of this Section, with the exception of paragraph (B) herein, shall be applied as if the surviving Spouse were the Participant.
- (c) If the Actuarial Present Value of a Participant's benefit is less than or equal to \$5,000, the present value will be distributed to the Participant in a single cash payment. This mandatory cash-out rule shall apply on the same basis for the surviving Spouse of a Pre-Retirement Surviving Spouse Benefit. A surviving Spouse of a Participant and Spouse Pension may elect to receive a benefit in the form of a single cash payment if the Actuarial Present Value of the survivor benefit is less than or equal to \$5,000 at the time it becomes payable to the surviving Spouse.
- (d) If a Pensioner is receiving, or a Participant would receive, a monthly payment of \$40.00 or less, such Participant or Pensioner may elect to receive the benefit in a single cash payment. If such a benefit is a Participant and Spouse Pension, spousal consent shall be required to reject such form of payment, as provided in Article IV, Section 12(a). A surviving Spouse of a Pre-Retirement Surviving Spouse Benefit or a post-retirement Participant and Spouse Pension may also elect to receive a monthly payment of \$40.00 or less to the surviving Spouse in the form of a single cash payment. Effective January 1, 2004 through April 29, 2010, a Participant who is entitled to elect a retroactive annuity starting date under Section 1(e) below, may elect a single cash payment based on a monthly benefit amount that, as of the retroactive annuity starting date, does not exceed \$40, even if the amount of the Participant's monthly benefit determined in accordance with Section 1(e)(i)(A) or (B) below exceeds \$40. Notwithstanding the above, effective for Participants with a Pension Starting Date on or after April 30, 2010, the provisions of this Section 1(d) shall not apply until the first date that the Fund is no longer prohibited under applicable law from making lump sum payments in excess of the amount described in Section 1(c) above.
- (e) **Delayed Retirement.** If a Participant's benefits commence after the Participant's Normal Retirement Age, the Participant will receive benefits in accordance with either (e)(i) or (e)(ii) below:
- (i) Actuarial Adjustment for Delayed Retirement.
- (A) If a Participant's Pension Starting Date is after the Participant's Normal Retirement Age, the Participant's monthly benefit will be an amount equal to the Participant's accrued benefit at Normal Retirement Age, actuarially increased at a rate of 1% per month for the first 60 calendar months after Normal Retirement Age, 1.5% per month for each of the next 60 months, and 3% per month for each month thereafter, for each complete calendar month in which the Participant's benefit is not suspended under Article IV, Section 13,

between the Participant's Normal Retirement Age and the Pension Starting Date.

- (B) If a Participant first becomes entitled to additional benefits after Normal Retirement Age, the actuarial increase in those benefits will be calculated from the date they would first have been paid rather than the Normal Retirement Age. Notwithstanding the foregoing, any such additional benefit service earned after Normal Retirement Age shall be reduced, but not below zero, by the amount of any actuarial adjustment in accordance with Section 1.411(b)-2 of the Treasury Regulations.
- (C) In lieu of an actuarial adjustment described in (A) above, a Participant may elect, with spousal consent, if applicable, to receive his accrued pension benefit determined as of his Normal Retirement Age payable retroactive to the Participant's Pension Starting Date (or the month following the date the Participant terminates employment for which the Participant's benefit is suspended under Article IV, Section 13, if later), with interest at the annual rate applied to the Fund's money market account held at the Fund's custodial bank, determined as of January 1 each year. Distributions under this option will be made in accordance with Section 1.417(e)-1 of the Treasury Regulations.

(ii) Retroactive Annuity Starting Date Option.

In lieu of an actuarial adjustment described in Section 1(e)(i) above, a Participant may elect, with spousal consent, if applicable, to receive his accrued benefit determined as of his Normal Retirement Age payable retroactive to the Participant's Normal Retirement Date (or the month following the date the Participant terminates Employment for which the Participant's benefit is suspended under Article IV, Section 13, if later), with interest at an annual rate based on the Fund's money market account held at the Fund's custodial bank, determined as of January 1 each year. Distributions under this option will be made in accordance with Section 1.417(e)-1 of the Treasury Regulations.

- (i) Benefit Payments. If, before the Participant's Normal Retirement Age, benefits are payable after the Participant files a completed application for benefits and on or before the date the Fund provides the written explanation of benefits to the Participant, benefits payable pursuant to Article V, Section 1(a) shall comply with the provisions of Treasury Regulations Section 1.417(e)-1 to the extent applicable.
- (ii) Benefit payments shall not commence prior to 30 days, nor more than 90 days (except in the case of administrative delay), after the Plan advises the Participant of the available benefit payment options. Notwithstanding this provision, benefits may begin before the end of the 30-day waiting period, provided the Participant and the Spouse, if any, consent in writing to

the commencement of payments before the end of such 30-day period and payments actually commence more than seven days after the written explanation was provided to the . If these requirements are met, benefits are payable pursuant to either the Pension Starting Date provisions or the Retroactive Annuity Starting Date provisions as described in (e)(ii) above in this Section. This paragraph (g) shall not apply to any benefit that is subject to the mandatory cash-out rule.

Article V, Section 2.

ROUNDING BENEFIT AMOUNTS

If in calculating the monthly benefit payments due under the Regular, Early Retirement, Service, Deferred or Disability Pension provided herein, the monthly amount so determined is not in a whole-dollar amount, it shall be rounded to the next higher whole-dollar amount.

Article V, Section 3.

ADVANCE WRITTEN APPLICATION REQUIRED

Application for a pension shall be made in writing in a form and manner prescribed by the Trustees and shall be filed with the Trustees in advance of the first month for which pension benefits are payable. The Trustees may, for good cause, excuse the advance filing requirement. Application for a Disability Pension should be made promptly after the Covered Employee becomes disabled.

Article V, Section 4.

INFORMATION REQUIRED

Each and every Covered Employee, Participant and Pensioner shall furnish to the Trustees any information or proof requested by them and reasonably required to administer the Plan.

Article V, Section 5.

ACTION BY TRUSTEES

Notwithstanding any other provision of the Plan, the Trustees shall have exclusive authority and discretion to:

- (a) determine whether an individual is eligible for any benefits under the Plan;
- (b) determine the amount of benefits, if any, an individual is entitled to under the Plan;

- (c) interpret all of the provisions of the Plan and make factual determinations regarding its construction, interpretation and application; and
- (d) interpret all of the terms used in the Plan.

All determinations and interpretations by the Trustees, or their designee, pursuant to this Section shall be binding upon any individual claiming benefits under the Plan, be given deference in all courts of law to the greatest extent allowed by applicable law, and not be overturned or set aside by any court of law unless such court determines that the Trustees have abused their discretion in rendering such determination or interpretation.

Article V, Section 6.

DOUBT AS TO RIGHT TO PAYMENT

If at any time any doubt exists as to the right of any person to any payment hereunder or the amount of time of such payment, the Trustees shall be entitled, in their discretion, to hold such sum as a segregated amount in trust until such right or amount of time is determined or until order of a court of competent jurisdiction, or to pay such sum into court in accordance with appropriate rules of law in such case then provided, or to make payment only upon receipt of a bond or similar indemnification (in such amount and in such form as is satisfactory to the Trustees).

Article V, Section 7.

NON-DUPLICATION OF PENSIONS AND SERVICE

Nothing contained in this Plan shall be construed as permitting any person to be entitled simultaneously to more than one type of pension under this Plan by reason of his employment, or to be entitled to receive double credit for the same period of service.

Article V, Section 8.

NON-FORFEITABILITY

The benefits to which a Participant is entitled under the terms of this Plan upon his attainment of Normal Retirement Age are non-forfeitable.

Article V, Section 9.

NON-ASSIGNMENT OF BENEFITS

- (a) It is the intention of the Trustees to make it impossible for Participants or Pensioners covered by this Plan to unwisely imperil the provisions made for their retirement by their assigning, pledging or otherwise disposing of their retirement payments hereunder.

- (b) It is hereby expressly provided that, except as otherwise required by law and as provided in Section (c) and (d) below, no benefit or payment under this Pension Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, whether voluntary or involuntary, and no attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be valid, nor shall any such benefit or payment be in any way liable for or subject to the debts, contracts, liabilities, engagements or torts of any person entitled to such benefit or payment, or subject to attachment garnishment, levy, execution or other legal or equitable process.
- (c) Participants may, in the manner permitted by law and pursuant to procedures adopted by the Trustees, make an arrangement for the payment of all, or any portion, of a benefit or payment under this Plan to a health and welfare plan, to pay that plan's applicable co-premium obligation.
- (d) Notwithstanding the foregoing, paragraph (a) shall not preclude:
- (1) Any benefits from being paid in accordance with the requirements of any "Qualified Domestic Relations Order" as defined by ERISA §206(d)(3); and
 - (2) Any offset of a Participant's benefits as provided under Code §401(a)(13) with respect to:
 - (i) a judgment of conviction for a crime involving the Plan;
 - (ii) a civil judgment, consent order or decree in an action for breach or alleged breach of fiduciary duty under ERISA involving the Plan; or
 - (iii) 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.

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

- (i) if the written spousal consent is obtained;
- (ii) the Spouse is required by a judgment, order, decree or agreement to pay the Plan any amount, or

- (iii) a judgment, order, decree or agreement provides that the Spouse shall receive a survivor annuity, as required by §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.

Article V, Section 10.

INCOMPETENCE OF PENSIONER

Payments due to a Participant or any other person entitled to any distribution under the Plan who is unable to care for his affairs because of illness or accident or any other reason, may only be made to an individual other than such a Participant or other person entitled to a payment pursuant to a claim filed by a duly appointed guardian, conservator, or other such legal representative. Such payments so made shall be a complete discharge of the liabilities of the Fund therefore.

Article V, Section 11.

NO TITLE

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 character received or held by or for the account of the Pension Fund, and no person shall have any vested right to benefits provided by the Pension Fund, nor shall any employer be entitled to any payment or other equity in the assets of the Pension Fund. All contributions made to the Pension Fund shall be held in trust for the exclusive benefit of Covered Employees who qualify for pensions under this Pension Plan. No employee, nor any group of employees, who cease to maintain their status as Covered Employees shall have any right to any assets of the Pension Fund nor may contributions to the Pension Fund on the employment of a Covered Employee be transferred to any other pension fund.

Article V, Section 12.

LIMITATION ON ANNUAL BENEFITS

- (a) **Construction.** The purpose of this Section 12 is to comply with Section 415 of the Code, and all provisions of this Section 12 shall be construed and administered consistently with said Section.
- (b) **Limitation on Annual Benefits.** Notwithstanding anything in this Plan to the contrary, with respect to all employees participating in the Plan who have one Hour of Service, the annual amount of pension payable to a Participant under this Plan as a qualified joint and survivor annuity or annuity for life only, or the actuarial equivalent of an annuity to the Participant for life only in the case of a benefit payable in any other form, shall not exceed the defined

benefit plan Dollar Limitation. For this purpose, a "qualified joint and survivor annuity" means a Participant and Spouse Pension or a Joint and Survivor Option with a Participant's Spouse as Beneficiary.

- (c) **Dollar Limitation.** "Dollar Limitation" means \$160,000, as adjusted, effective January 1 of each year, under section 415(d) of the Code in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. A dollar limitation as adjusted under section 415(d) will apply to limitation years ending with or within the calendar year for which the adjustment applies.
- (d) **Additional Adjustments.** The "maximum permissible benefit" is the Dollar Limitation adjusted where required, as provided in (c) and, if applicable, in (i), (ii) or (iii) below.
- (i) If the Participant has fewer than 10 years of participation in the Plan, the Dollar Limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is 10.
- (ii) If the benefit of a Participant begins prior to age 62, the Dollar Limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the participant at age 62 (adjusted under (i) above, if required). The Dollar Limitation applicable at an age prior to age 62 is determined as the lesser of (A) the actuarial equivalent (at such age) of the Dollar Limitation computed using the Plan's interest rate and applicable mortality table specified in Section 417(e) of the Code, and (B) the actuarial equivalent (at such age) of the Dollar Limitation computed using a 5.5 percent interest rate and the applicable mortality table as defined in Section 417(e)(3) of the Code. Any decrease in the Dollar Limitation determined in accordance with this paragraph (d) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.
- (iii) If the benefit of a Participant begins after the Participant attains age 65, the Dollar Limitation applicable to the participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the participant at age 65 (adjusted under (a) above, if required). The actuarial equivalent of the Dollar Limitation applicable at an age after age 65 is determined as the lesser of (A) the actuarial equivalent (at such age) of the Dollar Limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan and (B) the actuarial equivalent (at such age) of the Dollar Limitation computed using a 5 percent interest rate assumption and the applicable mortality table as defined in Section

417(e)(3) of the Code. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.

- (e) **Benefits Payable Under More Than One Defined Benefit Plan.** The benefits payable under this Plan, as limited by this Section 12, shall be subject to further limitation in order that the amount of employer-provided benefits payable under all defined benefit plans (but exclusive of other multiemployer plans) shall not, in the aggregate, exceed the Dollar Limitation described in this Section 12. If a reduction in the benefits under such defined benefit plans in the aggregate is thus required, such reduction shall be applied by first reducing benefits under other plans.
- (f) **Limitation Year.** All determinations under this Article V, Section 12 shall be made by reference to the Calendar Year.
- (g) **The limitations in this Section 12 shall be applied as if all Employers were a single Employer, without distinguishing them as to the source of a Participant's benefits, contributions, Earnings or Service.**
- (h) **Limitations on Benefits for Limitation Years on or After January 1, 2008.** Notwithstanding any provisions in this Plan to the contrary, effective for limitation years beginning on or after January 1, 2008, benefits under the Plan shall be limited in accordance with Code Section 415 and the Treasury regulations thereunder, in accordance with this subsection.
 - (i) **In no event shall the annual amount of benefits accrued or payable under the Plan in a limitation year beginning on or after January 1, 2008 exceed the annual limit determined in accordance with Code Section 415. If the benefit accrued or payable in a limitation year would exceed the maximum permissible benefit determined in accordance with Code Section 415, the benefit payable shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the maximum permissible benefit.**
 - (ii) **The application of the provisions of this Section shall not cause the maximum permissible benefit determined in accordance with Code Section 415 that is accrued, distributed, or otherwise payable for any Participant to be less than the Participant's accrued benefit as of December 31, 2007 under the provisions of the Plan that were both adopted and in effect before April 5, 2007, to the extent permitted by law.**
 - (iii) **For the purpose of this Article, in aggregating the benefits under this Plan with any plan that is not a multiemployer plan maintained by any Employer, only the benefits under this Plan that are provided by such Employer shall be treated as benefits provided under a plan maintained by the Employer, to the maximum extent permitted by law. In the event that the benefits accrued in any Plan Year by a Participant exceed the limits under Code Section 415 as a result of the mandatory aggregation of this Plan with the benefits under another plan(s) maintained by an Employer, the benefits**

of such other plan(s) shall be reduced to the extent necessary to comply with Code Section 415.

- (iv) Benefits accrued, distributed or otherwise payable that are limited by this Article shall be increased annually pursuant to Code Section 415(d) and the regulations thereunder to the maximum extent permitted by law, including with respect to any Participant after such Participant's severance from Covered Employment or after the Participant's Pension Starting Date.

Article V, Section 13.

ROLLOVER DISTRIBUTIONS

A Pensioner, surviving Spouse, non-Spouse Beneficiary or Spouse or former Spouse who is an alternate payee under a Qualified Domestic Relations Order, may elect, in a form and manner prescribed by the Trustees, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan as a Direct Rollover.

- (a) For the purposes of this Section, the term "Eligible Rollover Distribution" shall mean any benefit distribution of at least \$200.00 under Article IV of the Plan or any portion of such distribution, except that an Eligible Rollover Distribution does not include any distribution that is:
 - (i) one of a series of substantially equal periodic payments (not less frequently than annually) made over the life (or life expectancy) of the Pensioner or alternate payee under a Qualified Domestic Relations Order or the joint lives (or joint life expectancies) of the Pensioner, alternate payee or designated Beneficiary or for a specified period of ten years or more, or
 - (ii) required under Section 401(a)(9) of the Code.
- (b) The term "Eligible Retirement Plan" shall mean:
 - (i) an individual retirement account described in Section 408(a) of the Code, or
 - (ii) an individual retirement annuity described in Section 408(b) of the Code.

In addition, for all individuals described above except a non-Spouse beneficiary, the term "Eligible Retirement Plan" shall mean:

- (i) an annuity plan described in Section 403(a) of the Code,
- (ii) a qualified trust described in Section 401(a) of the Code that accepts the Eligible Rollover Distribution,
- (iii) an annuity contract described in Section 403(b) of the Code,
- (iv) an eligible Plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political

- subdivision of state and which agrees to separately account for amounts transferred into such plan from this Plan, or
- (v) a "Roth IRA" as defined in Section 408A of the Code subject to the requirements in Section 408A of the Code.
- (c) "Direct Rollover" means a payment to the Eligible Retirement Plan specified by the Pensioner, surviving Spouse, non-Spouse Beneficiary or alternate payee.

Article V, Section 14.

REVIEW OF CLAIMS

The Trustees shall construe the terms and provisions of the Plan, and shall adhere to the following rules with respect to handling applications hereunder:

- (a) A claim for benefits under the Plan must be made to the Trustees in writing. The Trustees shall provide adequate notice in writing to a Participant, joint annuitant or Beneficiary whose claim for benefits under the Plan has been denied, written in a manner calculated to be understood by the Participant, joint annuitant or Beneficiary. A claim denial, for the purposes of this Section, includes a denial, reduction or termination of, or failure to provide or pay for, a benefit and a decision based on a participant's eligibility in connection with a claim.
- (b) The notice of benefit denial will set forth the specific reason for the denial; a specific reference to the applicable Plan provision or provisions on which the denial is based; a description of the additional information necessary for reconsideration of the determination and a clear explanation as to why such information is necessary; an explanation of the Fund's claim review procedure; and a statement of the claimant's right to bring a lawsuit under ERISA after the claimant request a review and that requests for review is denied.

If a claim for benefits other than disability benefits is denied, in whole or in part, the Trustees shall send the claimant a notice of denial within a reasonable period of time, but no later than ninety (90) days after receipt of the claim. If the Trustees determine that there are special circumstances, the Trustees may extend the time for a decision for an additional ninety (90) days, with notice to the claimant.

If a claim for disability benefits is denied, in whole or in part, the Trustees shall send the claimant a notice of denial within a reasonable period of time, but no later than forty-five (45) days after receipt of the claim. If the Trustees determine that there are special circumstances, the Trustees may extend the time for a decision for an additional forty-five (45) days, with notice to the claimant.

A claimant whose claim for benefits is denied, or his authorized representative, may request a review of the denial, but such a request must be in writing, and must be submitted to the Trustees within sixty (60) days (or, within 180 days in the case of a denial of claim for

disability benefits) after the claimant's receipt of the notice of denial. The claimant must notify the Plan in writing of the name, address, and telephone number of the authorized representative.

- (c) The review of a claim which has been denied shall be made by the Trustees at the regularly scheduled quarterly meeting following the receipt of the request for review. If the request for review is received within thirty (30) days before a regularly scheduled meeting, the Trustees may postpone consideration of request until their next regularly scheduled meeting. If special circumstances require a further delay for processing, the Trustees may postpone their decision until the third regularly scheduled meeting of the Trustees following receipt of the request for review, but the Trustees shall notify the Participant of the extension in writing. The Trustees shall notify the claimant of the decision reached by the Trustees within 5 days after the meeting date on which the appeal was heard.
- (d) The Board of Trustees, in the exercise of its discretion in making benefit determinations under this Section, will apply the terms of the Plan and any applicable guidelines, rules and schedules, as may be adopted by the Board of Trustees from time to time, and will periodically verify that benefit determinations are made in accordance with such documents, and, where appropriate, applied consistently with respect to similarly situated claimants.
- (e) The Board of Trustees will take into account all information submitted by the claimant in rendering its decision. The Trustees' decision on the review shall be in writing and written in a manner calculated to be understood by the claimant, and shall include the specific reason for the denial reference to the specific Plan provision or provisions on which decision is based; a statement that the claimant may receive, upon request and free of charge, reasonable access to and copies of all documents and records relevant to the claim; and a statement of the claimant's right to bring a lawsuit under ERISA.
- (f) The decision of the Board of Trustees is final and binding. No person whose application for benefits under the Plan has been denied, in whole or in part, may bring any action in any court or file any charge, complaint or action with any state, federal or local government agency prior to exhausting his available appeals within the time limits as provided in this Section. A claimant whose claim for benefits and appeal has been denied who wishes to bring suit must do so within two (2) years from the date on which the Board makes its final decision on the claimant's appeal. For all other actions, the claimant must commence that litigation within two (2) years of the date on which the violation of Plan terms is alleged to have occurred. A claimant includes, but is not limited to, a Participant and his or her Spouse, dependent, Beneficiary, or alternate payee.

**ARTICLE VI
MISCELLANEOUS**

Article VI, Section 1.

NON-REVERSION

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

Article VI, Section 2.

LIMITATIONS OF LIABILITY FOR PENSION BENEFITS

- (a) If a Contributing Employer ceases to be a Contributing Employer for any reason, pension benefits payable to the employees of said Employer and the granting or cancellation of said employees' Pension Credits shall be governed by the following rules:
- (i) If the amount of the Employer's liability for partial or complete withdrawal from the Fund under Section 4201 of ERISA, as amended by the Multiemployer Pension Plan Amendments Act of 1980, is zero or is paid in full, the Past Service Credit of the former employees of said Employer will not be reduced or cancelled.
 - (ii) If the amount of the Employer's liability for partial or complete withdrawal from the Fund under Section 4201 of ERISA, as amended by the Multiemployer Pension Plan Amendments Act of 1980, is not zero and is not paid in full, and said Employer has made contributions to the Fund for at least 48 months, the Past Service Credit of the former employees of said Employer will not be reduced or cancelled.
 - (iii) If the amount of the Employer's liability for partial or complete withdrawal from the Fund under Section 4201 of ERISA, as amended by the Multiemployer Pension Plan Amendments Act of 1980, is not zero and is not paid in full, and said Employer has not made contributions to the Fund for at least 48 months, the Past Service Credit of the former employees of said Employer will be calculated as follows:
 - (A) Any employee or former employee of said Employer who retired prior to the date the Employer ceased to be a Contributing Employer shall receive pension benefits in accordance with Article V, Section 1.
 - (B) Any employee or former employee of said Employer who had not retired prior to the date the Employer ceased to be a Contributing Employer may have his or her Past Service Credit reduced or cancelled, based on the ratio determined in the following calculation:

- (1) the actuarial value of contributions to the Plan made by such Contributing Employer, divided by
 - (2) the sum of:
 - (a) The actuarial liability for benefits attributable to Future Service Credit for service with such Contributing Employer, plus
 - (b) the actuarial value of benefit payments to Pensioners (and any Spouse or Beneficiary thereof) who were employed by such Contributing Employer made as of the date of such cessation, plus
 - (c) the actuarial liability for benefits attributable to Past Service Credit.
- (C) The Past Service Credit of a former employee of a Contributing Employer that is reduced or cancelled under paragraph (a)(iii) of this Section 2, will be:
- (1) reduced or cancelled for benefit accrual purposes only and not for purposes of Vesting Credit; and
 - (2) reduced or cancelled in an amount proportionate to such former employee's Past Service Credit as compared to the entire amount of Past Service Credit of all former employees subject to cancellation.

(b) In applying the foregoing provisions of this Section 2:

- (i) The amount of an Employer's liability for partial or complete withdrawal from the Fund under Section 4201 of ERISA, as amended by the Multiemployer Pension Plan Amendments Act of 1980, shall be treated as contributions made by the Employer to the Plan for the purposes of sub-Section (a)(iii)(B)(1), except as provided in clauses (ii) and (iii) below.
- (ii) If the Trustees conclude that it is doubtful that such withdrawal liability will be paid in full, the amount of withdrawal liability taken into account shall be limited to that determined by the Trustees to be collectible.
- (iii) If an Employer shall default in the payment of such withdrawal liability, the limitation on benefits imposed by this Section 2 shall thereupon be recalculated by eliminating all amounts of withdrawal liability not actually paid. Any such

recalculation shall take into account all benefit payments made to such Employer's Pensioners (and any Spouse or Beneficiary thereof) based on the Pension Credit earned by the Pensioners while employed by such Employer, whether before or after the Employer's cessation of contributions.

- (iv) An Employer's liability for complete or partial withdrawal under Section 4201 of ERISA shall be determined before any reduction in benefits or cancellation of Service is made under this Section 2 on account of such withdrawal.

Article VI, Section 3.

SUCCESSOR EMPLOYERS

A Successor Contributing Employer's Contribution Date shall be considered to be the Contribution Date of its predecessor, if the Successor Contributing Employer is obligated to commence contributions to the Pension Fund within three months after its predecessor ceases to be so obligated.

Article VI, Section 4.

AMENDMENT

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

- (a) as necessary to establish or maintain the qualification of the Plan or the 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 amendments and has either approved of it or, within 90 days after the date on which such notice was filed, he or she failed to disapprove, or
- (c) to the extent permitted under Code section 432.

Article VI, Section 5.

PLAN TERMINATION

- (a) **Right To Terminate.** The Trustees shall have the right to terminate this Plan in whole or in part. The rights of the affected Participants to benefits then accrued under the Plan shall be nonforfeitable to the extent then funded and/or, in the case of a complete termination, guaranteed by the Pension Benefit Guaranty Corporation.

- (b) **Priorities Of Allocation.** In the event of complete termination of the Plan, no employees shall thereafter be admitted as Participants. The assets then remaining in the Trust Fund, after providing the reasonable and necessary expenses of the Plan and Trust Fund, shall be applied in the manner required by Title IV of ERISA.

Article VI, Section 6.

MERGER

The provisions of this Section 6 shall apply only if and to the extent required by regulations adopted by the Pension Benefit Guaranty Corporation with respect to mergers or transfers of assets or liabilities involving a multiemployer pension plan. The Plan may be amended to provide for the merger of the Plan, in whole or in part, or a transfer of all or part of its assets, to any other qualified plan within the meaning of Section 401(a) or 403(a) of the Internal Revenue Code of 1954 (or corresponding provisions of subsequent law), including such a merger or transfer in lieu of a distribution that might otherwise be required under the Plan; provided, that the Plan shall not be merged or consolidated with, nor may its assets or liabilities be transferred to, any other plan, in whole or in part, unless each Participant would be entitled to a benefit immediately after the merger, consolidation, or transfer (if such other plan then terminated) that is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan had then been terminated).

Article VI, Section 7.

RECOVERY OF OVERPAYMENTS

If the Fund pays benefits to which a Participant, Pensioner, Spouse, alternate payee, or Beneficiary is not entitled or pays benefits in an amount greater than the benefits to which a Participant, Pensioner, Spouse, alternate payee, or Beneficiary is entitled (all such benefits hereinafter "Overpayment"), the Fund has the right to recover such Overpayments. In addition to its other remedies, the Fund may recover Overpayments by offsetting future benefits otherwise payable by the Fund to a Participant or to any person who is entitled to benefits with respect to that Participant, including but not limited to a Spouse, alternate payee, and Beneficiary. The Fund may offset any benefit payable under the Plan, including but not limited to death benefits and joint and survivor benefits.

The Fund shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any Overpayment, including amounts held by a third party, such as an attorney. Any such amount will be deemed to be held in trust by the Participant, Spouse, alternate payee, Beneficiary, or third party for the benefit of the Fund until paid to the Fund. By accepting benefits from the Fund, the Participant, Spouse, alternate payee, or Beneficiary agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any Overpayment. The Participant, Spouse, alternate payee, or Beneficiary agree to cooperate with the Fund by reimbursing all amounts due and agree to be liable to the Fund for all of its costs and expenses,

including attorneys' fees and costs, related to the collection of any Overpayment and agree to pay interest at the rate determined by the Trustees from time to time from the date of the Overpayment through the date that the Fund is paid the full amount owed.

In addition to the right to recover Overpayments by offset, the Fund also has the right to recover Overpayments by pursuing legal action against the party to whom the benefits were paid, including their estate, or the party on whose behalf they were paid, including their estate. In that event, the party to whom benefits were paid or the party on whose behalf they were paid shall pay all costs and expenses, including attorneys' fees and costs, incurred by the Fund in connection with the collection of any Overpayment or the enforcement of any of the Fund's rights to repayment. By accepting benefits from the Fund, the Participant, Spouse, alternate payee, and Beneficiary agree to waive any applicable statute of limitations defense available to any of them regarding the enforcement of any of the Fund's rights to recoup Overpayments.

EXHIBIT A

Effective January 1, 2015

**MONTHLY BENEFIT LEVELS AND
PENSION ACCRUAL RATES**

**Shown by Employer
(subject to change by collective bargaining agreement ("CBA")
and standard form of agreement ("SFA"))**

**For Participants in Programs A, B, C and G, Benefit Levels are listed in Columns A
through D.
For Participants in Programs D, E, and F, Pension Accrual Rates are listed in Columns A
through D.**

**Benefit Levels and Accrual Rates listed below
are based on the following Assumptions:**

**Programs A, B, C – Eligible for Benefit Level in Effect
Programs D, E, F – One Year Pension Credit for Calendar Year Under Rate in Effect
Program G—50 Tenths of Pension Credit Under Benefit Level in Effect**

			(A)	(B)	(C)	(D)
Employ er Number	Company Name	Progra m	Last Pension Accrual Rate or Benefit Level in effect on the last day of the CBA in effect on 12/31/2005	Pension Accrual Rate or Benefit Level in effect on the day after the expiration of CBA, that expires on or after 1/1/2006, unless an amount shown in Column D	Pension Accrual Rate or Benefit Level in effect on the day after the expiration of CBA that expires on or after 1/1/2006, based on increased negotiated Contribution Rate	Pension Accrual Rate or Benefit Level as of 1/1/2015
0010	Advance Paper Box Co.	A	\$33.93	\$25.45	\$33.93	\$33.93
0011	Acco International	A	\$40.19	\$30.14	\$40.19	\$40.19
0023	Alpine Paper Box Company	A	\$14.01	\$10.51	\$14.01	\$14.01
0028	Rock-Tenn	A	\$31.39	\$23.54	\$32.39	\$35.39
0032	American Package Company Inc.	A	\$14.01	\$10.51	\$14.01	\$14.01

0034	W. G. Anderson, Inc.	A	\$13.05	\$9.79		\$9.79
0049	Americana Art China Co.	A	\$8.35	\$6.26		\$6.26
0050	Georgia Pacific	A	\$58.99	\$44.24	\$58.99	\$58.99
0052	Georgia Pacific	A	\$37.85	\$28.39	\$38.85	\$41.85
0055	Georgia Pacific	A	\$54.29	\$40.72	\$54.29	\$54.29
0081	Aramark Uniform & Career Apparel, LLC	D			\$25.00	\$25.00
0118	Brick & Ballerstein Inc.	A	\$14.01	\$10.51	\$14.01	\$14.01
0139	Cellucap Manufacturing Co.	A	\$30.00	\$22.50		\$22.50
0146	Caraustar	D	\$30.00	\$22.50	\$41.76	\$41.76
0180	RTS Packaging, LLC	A	\$32.28	\$24.21	\$32.28	\$34.28
0246	Rock Tenn Corp	A	\$36.00	\$27.00	\$36.00	\$38.00
0260	Connecticut Container Corp	A	\$25.00	\$18.75	\$27.00	\$28.00
0282	Greif	A	\$37.38	\$28.04	\$37.38	\$38.38
0283	Huhtamaki Films, Inc.	A	\$33.50	\$25.13	\$33.50	\$35.50
0304	Continental Carbon	C	\$11.92	\$8.94		\$8.94
0305	Continental Carbon	D	\$23.67	\$17.75		\$17.75
0326	Datatel Res-Cyclogrphs Div	A	\$22.97	\$17.23	\$22.97	\$24.85
0330	Delta Containers, Inc.	A	\$21.75	\$16.31	\$22.75	\$25.75
0335	U.S. Corrugated	A	\$28.00	\$21.00		\$21.00
0345	Hoffinger Ind. Doughboy Rec. Div.	A	\$17.75	\$13.31	\$18.04	\$19.04
0396	Fonda/Hoffmaster	B	\$36.00	\$27.00	\$36.00	\$38.00
0398	Green Acres Manor	B	\$10.00	\$7.50	\$10.00	\$18.16
0401	Flint Packaging	A	\$12.09	\$9.07	\$12.09	\$21.00
0439	General Fibre Products, Inc.	A	\$19.00	\$14.25	\$19.00	\$21.00
0450	New York Folding Box	A	\$17.23	\$12.92	\$17.23	\$17.23
0462	Georgia Pacific Corporation	A	\$43.33	\$32.50	\$43.33	\$43.33
0471	Graphic Packaging	A	\$34.97	\$26.23	\$34.97	\$34.97
0474	Malarkey Roofing Company	A	\$56.25	\$42.19	\$56.25	\$59.25
0513	Huhtamaki	A	\$32.00	\$24.00	\$33.00	\$34.00
0515	Healthcare Services Group	A	\$9.00	\$6.75		\$9.00
0516	Huhtamaki Consumer Packaging	A	\$30.00	\$22.50	\$30.00	\$32.00
0518	Idaho State AFL-CIO	D			\$100.00	\$100.00
0546	Ivex Corporation	A	\$29.87	\$22.40	\$29.87	\$37.78
0564	Robert Wood Johnson Hospital	A	\$38.17	\$28.63	\$38.17	\$41.29
0566	Georgia Pacific	A	\$24.00	\$18.00	\$25.00	\$28.00
0568	Georgia Pacific - Clerical	A	\$30.80	\$23.10	\$30.80	\$30.80
0575	Americraft Carton, Inc.	A	\$27.50	\$20.63	\$27.50	\$27.50
0582	Kirks Automotive	A	\$16.97	\$12.73	\$16.97	\$16.97
0590	Huhtamaki Foodservice, Inc.	A	\$36.00	\$27.00		\$32.31
0591	Keyes Fibre	A	\$51.00	\$38.25		\$46.08

0592	Huhtamaki Retail Business Unit	A	\$37.00	\$27.75	\$38.00	\$40.00
0612	Interface Solutions, Inc.	A	\$16.18	\$12.14	\$17.18	\$19.18
0625	Massachusetts Container	A	\$26.50	\$19.88		\$19.88
0646	Lincoln Paper & Tissue, LLC	A	\$43.90	\$32.93	\$43.90	\$46.56
0662	M & F Stringing, LLC	A	\$15.14	\$11.36		\$16.14
0708	Montebello Container Corporation	A	\$32.36	\$24.27		\$24.27
0722	AFT-NH	D	\$90.00	\$67.50	\$150.38	\$62.89
0723	Nicholas Galvanizing	A	\$11.42	\$8.57	\$11.42	\$13.44
0726	Greif	A	\$28.58	\$21.44	\$28.58	\$28.58
0730	Rock Tenn	A	\$28.71	\$21.53	\$29.71	\$30.92
0792	Rock Tenn	A	\$33.00	\$24.75		\$24.75
0796	Fiber Mark	A	\$16.18	\$12.14	\$16.18	\$16.18
0803	Clearwater Paper Corp.	A	\$100.00	\$75.00		\$75.00
0814	R Sabee Co	A	\$30.28	\$22.71		\$22.71
0828	R H E Container Co Inc	A	\$8.35	\$6.26		\$6.26
0833	Roaring Spring Blank Book Company	A	\$27.50	\$20.63	\$30.50	\$36.74
0837	Porvene Doors Inc	A	\$17.23	\$12.92		\$17.01
0843	USW Local 4-00107	A	\$43.41	\$32.56	\$45.41	\$49.41
0844	USW Local 1-00243	C	\$4.53	\$3.40		\$3.40
0845	United Envelope, LLC	A	\$8.35	\$6.26	\$8.35	\$8.35
0862	SLC Recycling Industry Inc	A	\$42.15	\$31.61	\$42.15	\$44.15
0880	Rock Tenn	A	\$29.00	\$21.75	\$29.50	\$30.00
0884	Ludlow Building Products, Inc.	A	\$32.61	\$24.46		\$24.46
0892	The Shelby Company	A	\$23.80	\$17.85	\$23.80	\$24.74
0905	Rock-Tenn	A	\$50.64	\$37.98	\$50.79	\$52.79
0907	Rock-Tenn	A	\$33.93	\$25.45	\$34.83	\$37.53
0909	Rock-Tenn	A	\$36.02	\$27.02	\$37.02	\$40.02
0911	Rock Tenn	A	\$27.20	\$20.40	\$27.20	\$30.20
0922	Rock-Tenn	A	\$30.00	\$22.50	\$30.00	\$31.15
0929	Rock-Tenn	A	\$33.76	\$25.32	\$34.76	\$37.76
0939	Tension Envelope	A	\$14.64	\$10.98	\$14.67	\$15.97
0965	Green Bay Pkg.	A	\$31.00	\$23.25	\$31.00	\$35.00
0971	USW Local 00318	A	\$147.20	\$110.40	\$147.20	\$147.20
0976	USW Local 00765	A	\$33.41	\$25.06	\$34.50	\$34.50
0987	Simpson Tacoma Kraft	D	\$100.00	\$75.00	\$100.00	\$100.00
0994	Swanson Industries	D	\$45.00	\$33.75	\$50.00	\$50.00
0997	Titan Converting	D			\$10.00	\$11.11
1005	USW Local 00676	D	\$18.00	\$13.50		\$13.50
1010	Unity Graphics & Engraving	A	\$40.00	\$30.00	\$40.00	\$42.00
1051	New Indy Containerboard	A	\$51.91	\$38.93	\$57.48	\$61.88

1071	Wunderlich Fibre Box Company	A	\$24.00	\$18.00	\$24.00	\$26.00
2006	Carbide Industries LLC	D	\$90.00	\$67.50	\$94.55	\$94.55
3008	Atlas Refinery Inc.	G	\$73.92	\$55.44		\$55.44
3046	Glastic Company	G	\$56.00	\$42.00		\$42.00
3070	USW Local 7-00507	G	\$24.08	\$18.06		\$18.06
3071	USW Local 4-00149	G	\$60.67	\$45.50	\$61.91	\$61.91
3087	Ohmstede, Ltd.	G	\$31.92	\$23.94	\$32.22	\$32.22
3144	USW Local 11-00578	G	\$70.00	\$52.50	\$74.16	\$74.16
3146	Kinder Morgan Terminals Inc.	G	\$131.60	\$98.70	\$131.60	\$149.53
3149	Reese Enterprises Inc.	G	\$33.60	\$25.20	\$33.60	\$33.60
3157	Fiske Brothers Refining	G	\$117.60	\$88.20	\$117.60	\$118.30
3170	Mayo Clinic Health System - Austin	G	\$34.16	\$25.62	\$34.16	\$34.16
3181	Reef Industries Inc.	G	\$33.60	\$25.20	\$33.60	\$33.60
3182	Induron Protective Coatings	G	\$65.52	\$49.14	\$65.56	\$71.72
3189	Seneca Petroleum Co. Inc.	G	\$113.95	\$85.46	\$125.16	\$132.16
3197	USW Local 13-00001	G	\$86.24	\$64.68	\$87.26	\$89.44
3198	Laketon Refining Corp.	G	\$40.32	\$30.24	\$42.41	\$45.94
3202	USW Local 13-00423	G	\$56.00	\$42.00	\$58.18	\$59.75
3215	Nu-Pro Industries	G	\$8.96	\$6.72	\$8.96	\$8.96
3230	P. M. Northwest Inc.	G	\$43.12	\$32.34		\$32.34
3236	Comforcare Care Center	G	\$22.40	\$16.80	\$22.40	\$22.40
3241	USW Local 12-00591	G	\$57.96	\$43.47		\$43.47
3259	USW Local 00675	G	\$140.00	\$105.00		\$105.00
3270	Greco Welding Supplies Inc	G	\$54.32	\$40.74	\$54.32	\$55.15
3271	Crowley Maritime - PAFS	G	\$84.00	\$63.00	\$87.14	\$115.06
3276	USW Local 7-00001, Inc.,	G	\$200.48	\$150.36	\$202.10	\$234.02
3279	Univar USA Inc. (F/K/A Chemcentral)	G	\$3.97	\$2.98		\$2.98
3292	NYCOSH	G	\$97.94	\$73.46	\$99.59	\$104.83
3294	The Labor Institute, Inc.	G	\$140.00	\$105.00	\$140.00	\$140.00
3296	Institute for Sustainable Work and the Environment	G				\$140.00
3374	Crowley Petroleum Distribution Alaska	G	\$84.00	\$63.00	\$87.14	\$115.06

EXHIBIT B

**Pre-Retirement Surviving Spouse Benefit Factors for Inactive Vested Participants Who
Are Not Eligible for Retirement at age 55
(Less than 10 Years of Pension Credit or Vesting Service)**

Participant's Age at Spouse's Starting Date	Factor	Participant's Age at Spouse's Starting Date	Factor
64	0.89545	41	0.11203
63	0.80391	40	0.10348
62	0.72348	39	0.09562
61	0.65258	38	0.08839
60	0.58989	37	0.08174
59	0.53428	36	0.07562
58	0.48482	35	0.06998
57	0.44070	34	0.06478
56	0.40124	33	0.05999
55	0.36586	32	0.05556
54	0.33407	31	0.05148
53	0.30544	30	0.04770
52	0.27960	29	0.04422
51	0.25624	28	0.04099
50	0.23506	27	0.03801
49	0.21584	26	0.03526
48	0.19837	25	0.03271
47	0.18246	24	0.03035
46	0.16795	23	0.02816
45	0.15470	22	0.02614
44	0.14259	21	0.02426
43	0.13150	20	0.02252
42	0.12134		

ASSUMPTIONS:

Mortality RP 2000 Male Blue Collar Mortality Table
Interest 7.50%

Pre-Retirement Surviving Spouse Benefit payable for life = 50% of the Participant's benefit payable at Normal Retirement Age adjusted for the Participant and Spouse Pension form, multiplied by the factor shown above.

EXHIBIT C

**Pre-Retirement Surviving Spouse Benefit Factors for Inactive Vested Participants Who
Are Eligible for Retirement at age 55
(10 or more Years of Pension Credit or Vesting Service)**

Participant's Age at Spouse's Starting Date	Factor	Participant's Age at Spouse's Starting Date	Factor
54	0.91311	36	0.20670
53	0.83486	35	0.19128
52	0.76424	34	0.17707
51	0.70037	33	0.16396
50	0.64250	32	0.15187
49	0.58997	31	0.14070
48	0.54221	30	0.13038
47	0.49872	29	0.12085
46	0.45906	28	0.11205
45	0.42285	27	0.10390
44	0.38974	26	0.09637
43	0.35943	25	0.08940
42	0.33167	24	0.08295
41	0.30620	23	0.07698
40	0.28283	22	0.07144
39	0.26135	21	0.06632
38	0.24160	20	0.06157
37	0.22343		

ASSUMPTIONS:

Mortality RP 2000 Male Blue Collar Mortality Table
Interest 7.50%

Pre-Retirement Surviving Spouse Benefit payable for life = 50% of the participant's benefit payable at Normal Retirement Age adjusted for the Participant and Spouse Pension form, reduced to age 55 by the appropriate Early Retirement factors, multiplied by the factor shown above.

APPENDIX A

SPECIAL RULES FOR PROGRAM G COVERED EMPLOYEES

PREAMBLE

The terms and conditions of Program G's program of benefits that differ from the terms and conditions of benefits provided under Programs A, B, C, D, E and F are set forth in this Appendix A. Article I, Article II, Article V and Article VI of the preceding provisions of the general Plan ("general Plan") shall apply to Program G, unless otherwise specified therein.

ARTICLE I - DEFINITIONS

- 1.1 "Average Contribution Rate" means the average Contribution Rate under which the Participant worked in the last 50 tenths of Pension Credit (or last 60 months of Covered Employment prior to 1976). For groups which first participate after June 1, 1976 all periods of employment prior to the Contribution Date shall be considered as having been worked at the Participant's initial Contribution Rate.
- 1.2 "Contribution Rate" means the amount set forth in the Collective Bargaining Agreement as the amount which an Employer is obligated to pay to the Fund on behalf an Employee.
- 1.3 "Future Service Credit" means periods of Covered Employment after the Contribution Date for which Pension Credit is granted in accordance Article IV of Appendix A.
- 1.4 "O.C.A.W." means the Oil, Chemical & Atomic Workers International Union, and effective January 4, 1999, its successor by merger, PACE International Union and its successor by merger, the United Steelworkers and any future successors. The term "Union" in this Appendix A shall refer to the foregoing, and shall include a local affiliate of the foregoing.
- 1.5 "Past Service Credit" means periods of employment prior to the Contribution Date for which Pension Credit is granted in accordance with Article IV of this Program G.
- 1.6 For purposes of compliance with Department of Labor Regulations § 2530, a "Year of Participation" means a Calendar Year in which a Participant has completed 1,800 hours of work in Covered Employment after his Contribution Date.

ARTICLE II - EMPLOYEE PARTICIPATION

2.1 Participation

An Employee who is engaged in Covered Employment after his Contribution Date shall become a Participant in Program G on the earliest January 1 or July 1 following completion

of a 12-consecutive month period during which the Employee completed at least 150 Hours of Work in Covered Employment. The required hours may be combined with any hours of work in other employment with an Employer if that other employment is continuous with the Employee's Covered Employment with the Employer.

2.2 Termination of Participation

A person who incurs a One-Year Break in Service (defined in Section 4.7(b) of this Appendix) shall cease to be a Participant as of the last day of the Calendar Year which constituted the One-Year Break in Service, unless such Participant is a Pensioner, or has acquired the right to a pension (other than for disability), whether immediate or deferred.

2.3 Reinstatement of Participation

An Employee who has lost his status as a Participant in accordance with Section 2.2 shall again become a Participant by meeting the requirements of Section 2.1 on the basis of Work after the Calendar Year during which his participation terminated.

ARTICLE III - PENSION ELIGIBILITY AND AMOUNTS

3.1 General

This Article sets forth the eligibility conditions and benefit amounts of the pensions provided by Program G. The accumulation and retention of service credits for eligibility are subject to the provisions of Article IV of Appendix A. The benefit amounts are subject to reduction on account of the Participant and Spouse Pension (Article V of Appendix A). Entitlement of an eligible Participant to receive pension benefits is subject to his Retirement and application for benefits, as provided in Article VI of the general Plan.

Eligibility for benefits depends on Pension Credits, which are defined in Article IV of Appendix A (and are based on creditable service both before and after the Contribution Date) or on Years of Vesting Service, which are defined in Section 4.6 of this Appendix (and are based only on Covered Employment after the Contribution Date).

3.2 Eligibility for a Normal Pension

A Participant shall be eligible for a Normal Pension upon Retirement if he:

- (a) has attained age 65, and
- (b) has 5 years of Pension Credit (including one year of Future Service Credit), or has reached the fifth anniversary of the date his participation in the Plan began.

3.3 Amount of Normal Pension

- (a) A Participant's Normal Pension shall be the sum of:
- (i) the monthly amount of the Participant's Normal Pension determined under subsection (b) below, as of December 31, 2010; plus
 - (ii) the sum of the Participant's Annual Pension Accruals, as defined in Article IV, Section 4(a)(ii), for each Plan Year beginning after December 31, 2010.
- (b) Except as otherwise provided in Exhibit 1, a Participant's Normal Pension for years prior to 2011 shall be determined by multiplying the monthly Pension Accrual Rate in effect for a Contributing Employer by the Participant's total Pension Credit. The monthly Pension Accrual Rate is determined by the 50 tenths average of the Benefit Level (shown on Exhibit A for each Contributing Employer participating in Program G, assuming 50 tenths of Pension Credit under that rate). For all pensions that do not satisfy the eligibility requirements described in Section 3.2 of this Appendix A, the amount of the Normal Pension is determined by the schedule and eligibility requirements in effect when the Participant last worked in Covered Employment.

3.4 Eligibility for an Early Retirement Pension

All Participants who have attained age 55, have at least 5 years of Pension Credit and have accrued at least one year of Future Service credit, shall be eligible for an Early Retirement Pension upon Retirement.

3.5 Amount of Early Retirement Pension

The amount of the Early Retirement Pension shall be the amount of the Normal Pension to which the Participant would have been entitled if he were then 65 years of age reduced by $\frac{1}{2}$ of 1% for each month by which the Participant is younger than age 65 when his payment begins in accordance with Article V of the general Plan.

3.6 Eligibility for a Deferred Pension

A Participant shall be eligible for a Deferred Pension if he has at least 5 years of Vesting Service and is Retired. The Deferred Pension is payable any time after the Participant attains age 55.

3.7 Amount of Deferred Pension

If payment of the Deferred Pension begins after the Participant has attained age 65, the monthly amount shall be the same as the Normal Pension to which the Participant would

be entitled under Section 3.3 of this Appendix A. If payment of the Deferred Pension begins at age 55 or later, but before age 65, the monthly amount shall be the same as the Early Retirement Pension to which the Participant would be entitled under Section 3.5 of this Appendix A.

3.8 Eligibility for a Disability Pension

Six months after the following requirements are met, a Participant shall be eligible for a Disability Pension if he became totally and permanently disabled (as defined in Article IV, Section 9(b) of the general Plan) at a time when the Participant:

- (a) had at least 10 years of Pension Credits; and
- (b) had accrued at least one year of Future Service Credit and has completed at least 375 hours of work within the 24-month period prior to becoming totally and permanently disabled.

3.9 Waiting Period

The first monthly payment of the Disability Pension shall commence no sooner than the seventh month of total and permanent disability. Pension payments will continue as long as the Pensioner remains totally and permanently disabled as herein defined except that upon attainment of age 65 a Disability Pensioner shall have benefits continued regardless of whether or not he remains totally and permanently disabled; provided, however, that he remains Retired as defined in Article I, Section 22 of the general Plan.

A Participant who has met all of the conditions for entitlement to a Disability Pension but cannot receive such pension because his disability has not yet lasted six full months may receive an Early Retirement Pension if he has met all of the conditions for receipt of an Early Retirement Pension. Upon completion of the six-month Disability Pension waiting period, the Early Retirement Pension will be changed to a Disability Pension with the appropriate change in the pension amount.

3.10 Amount of Disability Pension

The amount of the Disability Pension shall be 10% greater than the amount of the Early Retirement Pension to which the Participant would be entitled based on the years of Pension Credit which the Employee has earned up to the time of his disability. However, in no event shall the Disability Pension exceed the Normal Pension amount that would have been payable if the Participant had attained age 65 on the day he became disabled. For a Participant whose Disability Pension benefit is effective prior to age 55, the amount of the pension benefit shall be computed the same as though the Participant was age 55 on the Pension Starting Date.

3.11 Restriction on Employment by a Disability Pensioner

A Disability Pensioner shall report in writing to the Fund Office any and all earnings from any employment within 15 days after the end of each month in which he has had earnings in any sort of employment or pursuit. If a Disability Pensioner fails to make timely report as required by this Section, he shall be disqualified from benefits for six months for each such violation. If a Disability Pensioner who would have been qualified for an Early Retirement pension commencement date of his Disability Pension shall subsequently cease to be disabled, he shall then be entitled to apply for an Early Retirement Pension, which shall become effective as of the month his Disability Pension terminates and shall be based on his attained age when he first commenced a Disability Pension.

3.12 Re-employment of a Disability Pensioner

A Disability Pensioner who is no longer totally and permanently disabled may again return to Covered Employment, and resume the accrual of Pension Credit and be entitled to a Normal, Early Retirement or Deferred Pension unaffected by the prior receipt of a Disability Pension.

3.13 Pension Benefits for Participants Working for More Than One Employer

- (a) Where the Pension Credits of a Participant were earned as a result of employment with more than one Employer, and he is eligible for a pension, his Normal Pension shall be the sum of the proportional amounts attributable to employment with each said Employer unless the conditions specified in subsection (b) below are met.

The proportional amount for employment under said Employer is determined by computing the amount of Normal Pension he would be entitled to considering only Pension Credits and Contribution Rates attributable to that Employer.

- (b) If a Participant works for more than one Employer and he is eligible for a pension, the final contribution level of the second Employer will be used to determine benefits if: (1) the Employee had 15 years of service with the second Employer or a total of 20 years of service with both Employers; (2) employment between the two Employers was contiguous; (3) the Contribution Rate at the time the employment was changed was substantially the same for the second Employer as for the first Employer; (4) at the time of the change in employment, the first Employer remained a contributor to the plan for at least one year; and (5) the Contribution Rate for the first Employer continued to increase at approximately the same rate and time as the second Employer as long as the first Employer remained in business.
- (c) Where a Participant is entitled to Past Service Credit as a result of employment by an Employer from whom no contributions were received on behalf of the

Participant, the portion of his monthly pension attributable to such employment shall be based on the Contribution Rate in effect on the said Employer's Contribution Date.

3.14 Application of Benefit Increases

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 except if he subsequently earns at least one year of Future Service Credit in Covered Employment.

3.15 Benefit Suspension

The provisions of Article IV, Section 13 of the general Plan shall apply to determine the extent and terms of any Participant's suspension of benefits upon re-employment after retirement or continued employment after Normal Retirement Age.

ARTICLE IV - PENSION CREDIT AND YEARS OF VESTING SERVICE

4.1 Outline

The purpose of this Article IV is to define the basis on which Participants in Program G accumulate Pension Credit toward eligibility for a pension and years of Vesting Service toward eligibility for a Deferred Pension. This Article also defines the basis on which Pension Credit and years Vesting Service once accumulated, may be cancelled.

4.2 Pension Credit for Service Prior to Contribution Date (Past Service Credit)

(a) Three Year Test Rule

In order to qualify for Past Service Credit for any years of employment prior to the Employer's Contribution Date, a Participant must have worked at least 150 days in each of the three calendar years immediately prior to the calendar year of the Employer's Contribution Date or in each of such years in which the Participant was employed by the Employer. In addition, such employment must have been in a job classification and at a place of business, both of which were covered by a Collective Bargaining Agreement between the Union and the Employer.

One exception to this requirement shall be granted to a Participant who proves, on the basis of medical evidence satisfactory to the Trustees, that his failure to work 150 days during one of the three calendar years was due to total disability;

provided, however, that such Participant had the required 150 days in each of the other two calendar years under the conditions set forth above.

Another exception to the requirement set forth in the first paragraph hereof shall be if an Employer and the Union did not have a Collective Bargaining Agreement in effect for any one or all of the said period in a job classification and at a place of business, both of which are covered by the first Collective Bargaining Agreement subsequently entered into by the Employer and the Union, may be counted toward the 150 day requirement in each of the specified three calendar years.

Another exception to the requirement set forth in the first paragraph hereof shall be granted to an Employee who left the employ of an Employer to enter military service and who was prevented from meeting the requirement of the rule solely as a result of his actually serving in the military service during the year specified.

The Trustees in their discretion may reduce the required workdays for any one or more of the three specified years in the case of all affected Employees or an Employee whose business was temporarily interrupted or curtailed for economic reasons during such year or years.

At such time as a Participant has at least 5 years of Future Service Credit this three-year test rule shall no longer apply. In addition, the three-year test rule shall not apply to a Participant who has at least 15 years of Past Service Credit and at least 4 years of Future Service Credit, but is unable to earn additional Future Service Credit because of Total and Permanent Disability as defined in Section 3.8 of this Appendix A.

(b) Basis of Credit for Past Service

An Employee who qualifies for Past Service Credit by having met the requirement of the "Three Year Test Rule" shall be given one year of Past Service Credit for each year of Covered Employment prior to the Contribution Date in which he worked at least 150 days for one or more Employers; provided, that (1) such employment was in a job classification and at a place of business covered by a Collective Bargaining Agreement then in effect between the Union and an employer who subsequently became an Employer or (2) if such employment was prior to the time the first Collective Bargaining Agreement was signed by the Employer and the Union, the Employee's job classification during such period is included in the covered unit in the said first Collective Bargaining Agreement.

(c) Credit for Calendar Year of Contribution Date

As many Collective Bargaining Agreements may provide that the first contribution to the Pension Fund shall commence on a date other than January 1st, there may be

instances when for the calendar year in which contributions start, the Employee would be entitled to partial Past Service Credit and partial Future Service Credit. For the first calendar year in which Employers' contributions commence on a date other than January 1st, if the Employee worked 150 days he shall be given one year of Past Service Credit for the full calendar years as though it were a year of Past Service. However, the period for which contributions have been made in that year shall also be counted towards the minimum Future Service requirement of the Fund and towards years of Vesting Service with the understanding that no Participant may receive credit for more than one calendar year for any period of employment in 12 consecutive months.

(d) Work for Employers Who Went Out of Business

If an Employee worked for an Employer who went out of business, and such business was taken over by an Employer, 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 subsections (a) and (b) hereof, if the Trustees, in their sole discretion, are satisfied on the basis of evidence submitted to them, that it is appropriate to treat the Employer as one who has succeeded to the business of the Employers who went out of business. The Trustees shall exercise their discretion in such situations consistently with respect to different employers based on similar facts and circumstances.

(e) Past Service Credit for Employees of new Employers

Effective January 1, 2006, any Past Service Credit will be limited to time actually worked at the plant location covered under a collective bargaining agreement between the Employer and the Union as of the Contribution Date, and only to the extent that such employment is specifically reported to the Fund at the time the Employer is accepted for participation in the Fund.

The Trustees may adopt such other rules for crediting Past Service as they consider appropriate and consistent with the other rules of this Article, to be applied to Employees of new Employers accepted for participation as an Employer in accordance with Article II of the general Plan.

(f) Past Service Credit for Military Service

Past Service Credit shall be granted to an Employee who left the employ of an Employer for periods of military service for the United States in time of war or emergency or pursuant to a National Conscription Law, provided the Employee received a discharge which is not dishonorable and he makes himself available for Covered Employment within 90 days after discharge or 90 days after recovery from a disability continuing after his discharge from military service, but excluding

periods of voluntary re-enlistment not effected during national emergency or time of war.

4.3 Breaks in Service Prior to the Contribution Date (Past Service)

It is intended to grant Past Service Credit only to an Employee who has been more or less regularly employed by Employers in past years. If, in the past, an Employee had five consecutive calendar years in which he failed to work a total of 150 days, he shall not be granted Past Service Credit for any years prior to such five year period, but he shall be granted Past Service Credit for the years subsequent to the five year period in which he meets the said work requirement.

For the purpose of this Section, periods during which an Employee is an Employee of the Union will be considered a grace period and such periods will not be counted in determining whether an Employee has been absent from Covered Employment for a period of five consecutive calendar years. An Employee shall not receive credit for such periods of employment unless the Union has been accepted for Participation by the Trustees.

4.4 Pension Credit for Service After the Contribution Date (Future Service Date)

(a) For Employment Before January 1, 1976

For periods after the Contribution Date and before January 1, 1976 a Participant shall be credited with Future Service Credit on the basis of his Hours of Work in Covered Employment on which contributions to the Pension Fund were made in accordance with the following schedule:

**Hours of Employment in Calendar Months of Credit for
Year for Which Contributions are Future Service
Made to Pension Fund _____ For Calendar Year**

Less than 150 hours	0
150-299	1
300-449	2
450-599	3
600-749	4
750-899	5
900-1049	6
1050-1199	7
1200-1349	8
1350-1499	9
1500-1649	10
1650-1799	11
1800-over	12

(b) For Employment after December 31, 1975, but before January 1, 2011

For periods after the Contribution Date and after December 31, 1975, but before January 1, 2011, a Participant shall be credited with Future Service Credit on the basis of his Hours of Work in Covered Employment as follows:

A Participant who completes 1,800 Hours of Work in a Calendar year shall be credited with a full year of Pension Credit. Participants who complete less than 1,800 hours of work shall receive Pension Credit based on the following schedule:

<u>Number of Hours Work in Calendar Year</u>	<u>Tenths of Pension Credit for Calendar Year</u>
0-99	0
100-199	1
200-399	2
400-599	3
600-799	4
800-999	5
1000-1199	6
1200-1399	7
1400-1599	8
1600-1799	9
1800 or more	10

If in a Calendar Year, a Participant completes a year of Vesting Service but less than 100 Hours of Work in Covered Employment, he shall be credited with a prorated portion of a full Pension Credit in the ratio of his Hours of Work in Covered Employment to 1,800.

- (c) For Employment after December 31, 2010, a Participant shall be credited with Future Service Credit as provided under Article III, Section 2.

4.5 Future Service Credit for Military Service

Future Service Credit shall be granted to an Employee who left the employ of an Employer for periods of military service for the United States in time of war or emergency or pursuant to a National Conscription Law, provided the Employee received a discharge which is not dishonorable and he makes himself available for Covered Employment within 90 days after discharge or 90 days after recovery from a disability continuing after his discharge from military service, but excluding periods of voluntary re-enlistment not effected during national emergency or time of war.

Effective December 12, 1994, notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code, as described in greater detail in Article III, Section 5(a)(i) of the general Plan.

4.6 Years of Vesting Service

- (a) General Rule for Employment Before January 1, 2011:

A Participant shall be credited with one year of Vesting Service for each Calendar Year beginning with his Contribution Date (including periods before he became a Participant) in which he worked for 750 hours or more. In addition, a Participant who works one hour in Covered Employment on or after January 1, 1994 and who completes less than 750 hours of work shall receive Vesting Service based on the following schedule:

<u>Number of Hours of Work in Calendar Year</u>	<u>Tenths of Vesting Service for Calendar Year</u>
0-149	0
150-224	2
225-299	3
300-374	4
375-449	5
450-524	6
525-599	7

600-674	8
675-749	9
750 or more	10

(b) **General Rule for Employment After December 31, 2010:**

For periods after December 31, 2010, a Participant shall be credited with one year of Vesting Service for each Plan Year in which he worked in Covered Employment for 1,000 hours or more. A Participant who works less than 1,000 hours in Covered Employment during a Plan Year shall receive no Vesting Service for that Plan Year.

(c) **Additions:**

If a Participant works for an Employer in a job not covered by this Plan and such employment is Continuous with his Employment in Covered Employment, his hours of work in such non-covered job during the Contribution Period or, if prior to the Contribution Period, while the Employer maintained the plan or a predecessor plan, shall be counted toward a year of Vesting Service.

(d) **Exceptions:**

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

- (i) Years preceding a Permanent Break in Service as defined in Section 4.7(d) of this Appendix for periods prior to January 1, 1976.
- (ii) Years preceding a Permanent Break in Service as defined in Section 4.7(c) of this Appendix for years after 1975.
- (iii) Years prior to 1976 if the Participant failed to complete in 1975 at least 376 Hours of Work, unless such Participant earns one year of Vesting Service in any year after 1975 and before he incurs a Permanent Break in Service as defined in Section 4.7(c) of this Article, or meets any of the following requirements:
 - (A) as of January 1, 1975 he had attained Vested Status, or
 - (B) as of January 1, 1975, he is eligible to retire on a Normal or Early Retirement, or

- (C) he will attain Vested Status or become eligible for a Normal or Early Retirement Pension before he incurs a Permanent Break in Service as defined in Section 4.7(c) of this Article, or
- (D) the Employee was age 65 or over when his Covered Employment terminated provided he had earned at least 10 years of Pension Credit, 36 months of which were Future Service Credit.

4.7 Break in Service

(a) General

If a person has a Break in Service before he has earned Vested Status, the Break in Service has the effect of canceling his standing under the Plan, that is, his participation, his previously credited Years of Vested Service, and his previous Pension Credits. However, a Break may be temporary, subject to repair by a sufficient amount of subsequent service. A longer Break may be permanent.

(b) One-Year Break in Service:

- (i) Effective January 1, 1994, a Participant has a One-Year Break in Service in any Calendar Year in which he fails to complete 150 Hours of Work in Covered Employment. For periods prior to January 1, 1994, a Participant has a One-Year Break in Service in any Calendar Year in which he fails to complete 375 hours of work in Covered Employment.
- (ii) Time of employment with an Employer in non-covered employment after December 31, 1975, if creditable under Section 4.6(b) of this Appendix, shall be counted as if it were Covered Employment in determining whether a Break in Service has been incurred.
- (iii) A One-Year Break in Service is repairable, in the sense that its effects are eliminated if, before incurring a Permanent Break in Service, the Employee subsequently earns a Year of Vesting Service. Previously earned years of Vesting Service and Pension Credits shall be restored. However, nothing in this paragraph (iii) shall change the effect of a Permanent Break in Service.
- (iv) For absence that began after December 31, 1985 solely for the purpose of determining whether a One-Year Break in Service has occurred, the absence of an Employee from Service by reason of (A) her pregnancy, (B) birth of a child of the Employee, (C) placement of a child with the Employment in connection with his or her adoption of the child, or (D) care for such child for a period beginning immediately after such birth or placement shall be credited as Hours of Service to the extent that Hours of

Service would have been credited but for such absence (or, where that cannot be determined, eight Hours of Service per day of absence) to a maximum of 501 hours for each pregnancy, childbirth, or placement.

The hours so credited shall be applied to the Plan year in which such absence begins, if doing so will prevent the Employee from incurring a One-Year Break in Service in that Plan Year. The Trustees may require, as a condition for granting such credit, that the employee establish in timely fashion and to the satisfaction of the Trustees that the Employee is entitled to such credit.

An absence due to an approved leave under the Family and Medical Leave Act ("FMLA") shall be credited as hours of service for purposes of determining whether a One-Year break-in-service has occurred.

(c) **Permanent Break in Service after 1975.**

(i) A person who had not incurred a Break in Service and who had less than seven years of Vesting Service on May 1, 1976, will incur a Permanent Break in Service if he has at least six consecutive One-Year Breaks in Service, including at least one after 1975. However, a Permanent Break in Service will not be incurred if such a person earns at least 2/10 years of Vesting Service Credit in any period of six consecutive calendar years. In any event, however, a Participant shall not incur a Permanent Break in Service after December 31, 1975 until his consecutive One-Year Breaks in Service equal at least five.

(ii) A person who became an Employee on or after May 1, 1976, or who had 7 or more years of Vesting Service as of May 1, 1976, 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 has been credited.

(d) **Permanent Break in Service Before January 1, 1976 but after Contribution Date**

It shall be considered a Permanent Break in Service and all of a Participant's previously accumulated Pension Credit and years of Vesting Service shall be cancelled, if after January 1, coincident with or next following his Contribution Date the Participant failed to work in Covered Employment and earn at least one year of Future Service Credit in any period of six consecutive calendar years.

An exception to this rule shall be for a Participant who has met the requirements of Section 3.6 of this Appendix and who would otherwise incur a Break in Service after reaching age 50.

For the purpose of this subsection (d), periods during which an Employee is an officer or Employee of the Union as well as periods of layoff for which seniority is restored in accordance with the provisions of the Collective Bargaining Agreement, will be considered grace periods and such periods will not be counted in determining whether an Employee has been absent from Covered Employment for a period of six consecutive calendar years. An Employee shall not receive credit for such periods of employment in the case of Union employment unless the Union is an Employer as defined under the Plan.

(c) Effect of Permanent Break in Service

If a person who has not attained Vested status:

- (i) His previous Pension Credits and years of Vesting Service are cancelled, and
- (ii) His participation is cancelled, new participation being subject to the provisions of Section 3.1 of Appendix A.

4.8 Vested Status

For Employees who have an Hour of Service on or after January 1, 1995, a Participant attains Vested status upon completion for five years of Vesting Service, none of which has been cancelled by a Permanent Break in Service. Also, a Participant attains Vested status after attainment of Normal Retirement Age while a Participant without a Break in Service.

ARTICLE V – PARTICIPANT AND SPOUSE AND SURVIVING SPOUSE PENSIONS

5.1 General

A pension payable to a married participant shall be paid as a 50% Pension.

- (a) This form of benefit will not be payable if:**
- (1) the Participant and Spouse elect otherwise in accordance with Section 5.2 of this Appendix A; or
 - (2) the Spouse is not a Qualified Spouse as defined below; or
 - (3) the provisions of Section 5.2(e)(2) of this Appendix A apply.

- (b) For purposes of this Plan, a Spouse is a person to whom a Participant is considered married under applicable law and, if and to the extent provided in a Qualified Domestic Relations Order, a Participant's former Spouse.
- (c) To be eligible to receive the survivor's pension in accordance with a 50% Pension or a Pre-retirement Surviving Spouse Pension, the Spouse must be a "Qualified Spouse." A spouse is a Qualified Spouse if the Participant and Spouse were married on the date of the Participant's death or if the Participant and Spouse were married on the date the Participant's Pension Starting Date.
- (d) Notwithstanding any provision to the contrary in paragraph (b) or (c) above, for purposes of this Article a person to whom a Participant was married on his Pension Starting Date, but who is divorced from Participant after that date, shall be considered his Qualified Spouse on the date of his death (if she is living at that time) unless a Qualified Relations Order provides otherwise.

5.2 Determination of Pension at Retirement

- (a) The pension, including a Disability Pension, of a Participant who is married to a Qualified Spouse on the date his pension payments start shall be paid in the form of a 50% Pension, unless a valid waiver of that form of payment has been filed with the Plan.
- (b) A 50% Pension means that the Participant will receive an adjusted monthly amount for life and, if the Participant dies before his or her Qualified Spouse, the latter will receive a monthly benefit for his or her lifetime of 50% of the Participant's adjusted monthly amount. The Participant's monthly amount shall be a percentage of the full monthly amount otherwise payable as a single life pension (after adjustment, if any, for early retirement) as follows:
 - (1) The percentage shall be 88% plus 0.4% for each full year that the Spouse is older than the Participant and minus 0.4% for each full year that the Spouse is younger than the Participant;
 - (2) In no event is the percentage to be greater than 99%; and
 - (3) The adjusted monthly amount of the Participant's pension shall be rounded to the next highest dollar amount.
- (c) Once payments have begun, a 50% Pension may not be revoked nor the Pensioner's benefits increased by reason of subsequent divorce or death of the Spouse before that of the Participant.

- (d) **Prior to making an election, a retiring Participant shall be advised by the Trustees of the effect of payment on the basis of the 50% Pension, including a comparison of the full single life pension amount and of the adjusted amount.**
- (e) **Except as provided in subsection (f) of this section, the 50% Pension may be waived in favor of another form of distribution if:**
 - (1) **The Participant files the waiver in writing in such form as the Trustees may prescribe, and the Participant's Spouse acknowledges the effect of the waiver and consents to it in writing, witnessed by a notary public or such representative of the Plan as the Trustees may designate for that purpose; or**
 - (2) **The Participant establishes to the satisfaction of the Trustees that:**
 - (A) **he or she is not married, is legally separated or has been abandoned (within the meaning of local law) and has a court order to such effect;**
 - (B) **the Spouse whose consent would be required cannot be located; or**
 - (C) **consent of the Spouse cannot be obtained because of extenuating circumstances, as provided in IRS regulations.**
 - (3) **To be timely, the request for a waiver and any required consent must be filed with the Trustees no more than 90 days prior to the Pension Starting Date, except that it may be filed later if within 90 days of the date the Participant was notified by the Trustees of the effect of the 50% Pension. The Participant may file a new waiver or revoke a previous waiver at any time during the 90-day period.**
 - (4) **A Spouse's consent to a waiver of the 50% Pension shall be effective only with respect to the Spouse, and shall be irrevocable unless the Participant revokes the waiver to which it relates.**
- (f) **The 50% Pension may be waived, without consent of the Spouse, in favor of any other form of pension for which the Participant qualifies under the Plan if it would provide the Participant's Qualified Spouse with a lifetime pension for the period, if any, that he or she survives the Participant, no additional conditions are imposed on his or her right to the benefit, and the amount of such survivor pension would be greater than the amount that would be payable as a 50% Pension.**

5.3 Pre-Retirement Surviving Spouse Pension

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

The Pre-Retirement Surviving Spouse Pension is applicable to all Participants who are eligible for a Deferred Pension, regardless of when they left Covered Service and whether they elected such coverage.

- (b) If the Participant described in (a) above dies on or after age 55, the surviving Qualified Spouse shall be entitled to a lifetime Surviving Spouse pension determined in accordance with the provisions of subsection 5.2 of this Appendix A as if the Participant had retired on the day before he died.**
- (c) If the Participant described in (a) above dies before age 55, the surviving Qualified Spouse shall be entitled to a Pre-Retirement Surviving Spouse pension determined as if the Participant had separated from service under the Plan on the earlier of the date he last worked in Covered Service or the date of his death, had survived to age 55, retired at that age with an immediate 50% Pension, and died the next day. In other words, the Pre-Retirement Surviving Spouse Pension begins when the Participant would have attained the earliest retirement age and the amount is 50% of what the Participant's pension amount would have been, after adjustment, if any, for the early retirement and for the 50% Pension form. The amount shall be determined under the terms of the Plan in effect when the Participant last worked in Covered Employment, unless otherwise expressly specified.**
- (d) Notwithstanding any other provisions of this Article, a Pre-Retirement Surviving Spouse Pension shall not be paid in the form, manner or amount described above if one of the alternatives set forth in this subsection applies.**
 - (1) If the Actuarial Present Value of the benefit is less than \$5,000, but more than \$1,000 and the Spouse does not elect to have such mandatory distribution paid directly to an Eligible Retirement Plan (as defined in Article V, Section 13(b) of the general Plan) in a Direct Rollover or to receive the distribution directly in accordance with the provisions of Section 5.1 of this Appendix or Article VI of the general Plan, as the case may be, then the Trustees shall make a single-sum payment in an amount equal to that actuarial present value, in full discharge of the Pre-Retirement Surviving Spouse Pension as provided in Section 5.3(d) of Appendix A in a Direct Rollover to an individual retirement plan on the Spouse's behalf with a financial institution selected by the Trustees.**

- (2) The Spouse may elect in writing, filed with the Trustees, and on whatever form they may prescribe, to defer commencement of the Pre-retirement Surviving Spouse Pension until a specified date that is no later than the first of the month on or immediately before the date on which the Participant would have reached age 70-1/2. The amount payable at the time shall be determined as described in paragraphs (b) and (c) of this Section, except that the benefit shall be paid in accordance with the terms of the Plan in effect as if he had retired with a 50% Pension on the day before the Surviving Spouse's payments are scheduled to start, and died the next day.
- (3) Actuarial Present Value under subparagraph (1) shall be determined in accordance with the provisions of Article I, Section 1 of the general Plan.

ARTICLE VI - OPTIONAL FORMS OF PENSION

6.1 Joint and Survivor Option

Instead of the pension otherwise payable to him, a Participant entitled to a Normal Pension, Early Retirement Pension, or Deferred Pension may elect the Joint and Survivor Option, in accordance with which he will receive an actuarially reduced monthly amount for his lifetime, but with 100 or 75 percent, as he may elect, of that lower amount continuing after his death for the lifetime of his Qualified Spouse. The adjustment in benefit amount shall be determined by the Trustees on the basis of the advice of their actuary, taking account of the age of the Employee when payment in this optional form is to commence and the age of his Spouse. Election of the Joint and Survivor Option shall be subject to the following conditions:

- (a) The Option is deemed elected when the Participant completes an election form prescribed by the Trustees and files such form with the Trustees. The adjustment shall apply immediately to the Pensioner, but the Beneficiary shall not be entitled to any payments upon the Participant's death under the Option, unless and until the Participant receives payments pursuant to this form of benefit for at least 12 months.
- (b) The Option shall take effect only if the Pensioner and his Qualified Spouse are then both alive. Once elected, the Joint and Survivor Option may not be revoked unless the Employee or his Spouse dies or they are divorced from each other before a Pension becomes payable under the Option, in which event the Option is automatically revoked.

6.2 Small Pension Amounts

The provisions regarding distribution of small pension amounts in Article V, Section 1 of the general Plan shall apply to this Program G.

6.3 Limitation on Annual Benefits

The provisions of the general Plan regarding the limitation on annual benefits shall apply to this Program G, except to the extent that the calculation involves benefits accrued before limitation years beginning after January 1, 1994. The Code section 415(b)(2)(E) changes shall not apply with respect to benefits accrued before limitation years beginning after January 1, 1994. The "freeze date" for this purpose is defined as the day before the first day of the limitation year beginning after January 1, 1994, as it applies to adjustments to the dollar limit for benefits beginning before age 62 and benefits beginning after age 65 or the social security retirement age, under applicable pre-EGTRRA law requirements. The "freeze date" for this purpose is defined as the day before the first day of the limitation year beginning after January 1, 1994, as it applies to adjustments to benefits payable in any optional form of payment, including a benefit form subject to Code section 417(e)(3), under applicable pre-EGTRRA law requirements.

**Appendix A
EXHIBIT 1**

1. **Program G Section 3.3.** Effective for pensions which become effective on or after January 1, 2000, provided the Participant had earned at least one-tenth (1/10) of a Pension Credit in 1999, unless the Participant became disabled in 1999 and was therefore unable to earn one-tenth (1/10) of a Pension Credit, the Normal Pension is \$14.40 per month (for each \$.01 per hour average contribution rate) for Participants employed by Local 8-591 and 6-210.

Effective for pensions for Participants employed by Chemcentral Corp. and which become effective on or after January 1, 2000, provided such Participants have earned at least one-tenth (1/10) of a Pension Credit in 1999, or became disabled in 1999 and were therefore unable to earn one-tenth of a Pension Credit, the Normal Pension amount is \$11.34 per month (for each \$.01 per hour average contribution rate.).

2. **Program G Section 4.2.** Past Service Credit granted under this Section is limited to fifteen (15) years for Participants employed by Local 7-1 OCAW. Past Service Credit granted under this Section is limited to ten (10) years for Participants employed by ILN East Inc.

IN WITNESS WHEREOF, the undersigned have set their hands as of the last date written below.

Date: 1/30/15

By: 
Chairman

Date: 1/30/15

By: 
Secretary

PACE INDUSTRY UNION-MANAGEMENT PENSION PLAN
(Amended and Restated as of January 1, 2015)

AMENDMENT NO. 1

WHEREAS, Article VI, Section 4 of the PACE Industry Union-Management Pension Plan ("Plan") provides that the Plan may be amended at any time by the Board of Trustees (the "Board"); and

WHEREAS, the Board desires to amend the Plan in the manner specified herein;

NOW, THEREFORE, Article V, Section 1(g)* is amended to read as follows, effective as of January 1, 2009:

"Notwithstanding any other provision of the Plan, no less than 30 days (except as provided in this paragraph (g)) and no more than 180 days (except in the case of administrative delay) before a Participant's Pension Starting Date (or the date of the first payment of benefits, in the case of Retroactive Annuity Starting Date), the Plan shall advise the Participant of the available benefit payment options, including, in the case of a married Participant, (i) a description of the 75% Participant and Spouse Pension and each other available optional form of benefit; (ii) a description of the eligibility conditions for the optional form of benefit; (iii) a description of the financial effect of electing the optional form of benefit; (iv) a description of the relative value of the optional form of benefit compared to the value of the 50% Participant and Spouse Pension, in the manner described in Treas. Reg. section 1.417(a)(3)-1(c)(2), and (v) a description of any other material features of the optional form of benefit. Benefits may begin before the end of the 30-day waiting period, provided the Participant and the Spouse, if any, consent in writing to the commencement of payments before the end of such 30-day period and payments actually commence more than seven days after the written explanation was provided to the Participant. This paragraph (g) shall not apply to any benefit that is subject to the mandatory cash-out rule."

IN WITNESS WHEREOF, the Board of Trustees has adopted this Amendment on this 13th day of September, 2016.

By:


Chairman

By:


Secretary

*Article V, Sections 1(f) and 1(g) appear as (ii) and (iii) in the 2015 Restatement due to a formatting error.

PACE INDUSTRY UNION-MANAGEMENT PENSION PLAN
(Amended and Restated as of January 1, 2015)

AMENDMENT NO. 2

WHEREAS, Article VI, Section 4 of the PACE Industry Union-Management Pension Plan provides that the Plan may be amended at any time by the Board of Trustees (the "Board"); and

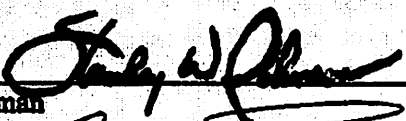
WHEREAS, THE Board desires to amend the Plan in the manner specified herein;

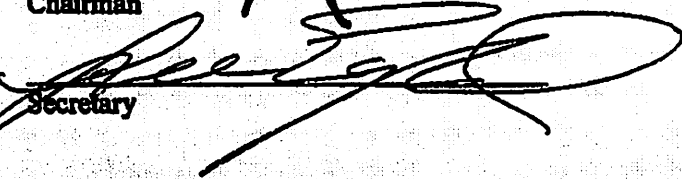
NOW, THEREFORE, effective as of the date of amendment, Article V, Section 1 of the Plan is hereby amended to add the following new subsections:

- (h) If a Participant who is definitely located fails to file a completed application for benefits on a timely basis, the Fund will establish the Participant's Required Beginning Date as the Pension Starting Date and begin benefit payments as follows:**
 - (A) As a 50% Participant and Spouse Pension calculated on the assumptions that the Participant is married on the Pension Starting Date and that the Participant is five years older than the Spouse, unless the Fund has conclusive documentation to the contrary.**
 - (B) The benefit payment form specified here will be irrevocable once it begins, provided that:**
 - (i) if, after the Pension Starting Date, the Trustees determine that the Participant did not have a Spouse (including an alternate payee under a QDRO) on the Required Beginning Date, the form of benefit will be changed to a single life annuity and future payments will be adjusted to reflect the single life annuity form of benefit; and**
 - (ii) if, after the Pension Starting Date, the Trustees determine that the age difference between the Participant and Spouse is different from the foregoing assumption, future payments will be adjusted based on the actual age difference.**
 - (C) Federal, state and local income tax, and any other applicable taxes, will be withheld from the benefit payments as required by law or determined by the Trustees to be appropriate for the protection of the Fund and the Participant.**
- (i) In the event that a Participant who has reached his Required Beginning Date dies before receiving all of the benefits due beginning on his Required Beginning Date, the benefits due shall be paid to the first surviving person or persons in the following classes of successive preference: (i) the Participant's surviving spouse; (ii) the Participant's open estate; (iii) the Participant's children (excluding stepchildren); (iv) the Participant's parents; and (v) the Participant's siblings (excluding step siblings). If there is more than one survivor in the class in which the payment is being made, the payment will be distributed in equal shares to all survivors within that class. If any eligible survivor is uncooperative, unresponsive, or disclaims his rights for a period of thirty (30) days, he will not be eligible to receive any portion of the remaining benefits that would**

otherwise be paid under this Article I, Section 1(i). In cases where there are no survivors in any of the foregoing enumerated classes, and no open estate, no further benefit shall be paid on behalf of the deceased Participant.

IN WITNESS WHEREOF, the Board of Trustees has adopted this Amendment on this 13th day of September, 2016.

By: 
Chairman

By: 
Secretary

Amendment Three to the
PACE Industry Union-Management Pension Fund Plan
(As Amended and Restated Effective January 1, 2015)

WHEREAS, Article VI, Section 4 of the PACE Industry Union-Management Pension Plan ("Plan") provides that the Plan may be amended at any time by the Board of Trustees of the PACE Industry Union-Management Pension Fund may amend the Plan; and

WHEREAS, the Board desires to amend the Plan to make certain clarifications to the Plan as Amended and Restated Effective January 1, 2015, including clarifying the manner in which the qualified pre-retirement survivor annuity is paid,

NOW, THEREFORE, the Plan is amended as follows:

1. Article IV, Section 11 shall be amended to read as follows, effective as of the January 1, 2015 effective date of the Amended and Restated Plan:

PRE-RETIREMENT SURVIVING SPOUSE BENEFITS FOR PROGRAMS A, B, C, D, E OR F

- (a) If a married Participant with a vested benefit dies before his Pension Starting Date, his surviving Spouse will receive a Pre-Retirement Surviving Spouse Benefit commencing the first day of the month following the receipt of the Spouse's application for benefits, but no later than the date set forth in Article V, Section 1(b)(3).
- (b) The Pre-Retirement Surviving Spouse Benefit will be calculated as if the Participant had commenced a benefit in the form of a 50% Participant and Spouse Pension on the date set forth below and died the next day, using the spousal reductions described by Article IV, Section 12(a)(ii):
 1. For Participants who die while in Covered Employment. If the Participant dies in Covered Employment before age 55 and the Spouse's application is received before the Participant's 55th birthday, the benefit shall be calculated as if the Participant had commenced a benefit at age 55. If the application is received after the Participant's 55th birthday, the Spouse's benefit will be calculated as if the Participant had commenced a benefit on the first day of the month after the Spouse's application for benefits is received.
 2. For Participants who die after leaving Covered Employment. If the Participant dies after leaving covered employment, the Spouse's benefit will be calculated as if the Participant had commenced a benefit on the first day of the month after the Spouse's application for benefits is received. If that date is on or after the Participant's earliest retirement age but before the date that the Participant would have reached Normal Retirement Age, the benefit will be reduced in accordance with Article IV, Section 6.

If that date is after the date that the Participant would have reached Normal Retirement Age, the benefit will be increased in accordance with Article V, Section 1 (e)(i) If that date is prior to the Participant's earliest retirement age, the Spouse's benefit will be reduced based on the RP 2000 Male Blue Collar Mortality Table with an interest rate of 7.5% as per Exhibits B and C.

- (c) No benefit is payable under this Section 11 if the surviving Spouse dies before commencing a benefit.”
- 2. Article IV, Section 14(c) shall be deleted.
- 3. The last two paragraphs of Article V, Section shall be re-labelled as “(f)” and “(g)”, respectively.
- 4. Appendix A, Article V, Section 5.3 (Pre-Retirement Surviving Spouse Pension) shall be amended to read as follows:

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

The Pre-Retirement Surviving Spouse Pension is applicable to all Participants who are eligible for a Deferred Pension and who (i) die on or after November 1, 1996 or (ii) died before November 1, 1996 and either had an Hour of Service (including paid leave) after August 22, 1984 or had filed a written request for Pre-retirement Surviving Spouse Pension coverage with the OCAW Plan's Board of Trustees before his death.

- (b) If the Participant described in (a) above dies on or after age 55, the surviving Qualified Spouse shall be entitled to a Pre-Retirement Surviving Spouse pension determined in accordance with the provisions of subsection 5.2 of this Appendix A as if the Participant had commenced a pension in the form of a 50% Pension on the first day of the month following the receipt of an application from the surviving Qualified Spouse, and died the next day.
- (c) If the Participant described in (a) above dies before age 55, the surviving Qualified Spouse shall be entitled to a Pre-Retirement Surviving Spouse pension determined as if the Participant had separated from service under the Plan on the earlier of the date he last worked in Covered Service or the date of his death, had survived to age 55, (or, if later, on the first day of the month following the receipt of an application from the surviving Qualified Spouse) with a 50% Pension, and died the next day. The benefit to the surviving Qualified spouse will commence as of the date the Participant would have reached age 55 (or, if later, on the first day of the month following the receipt of an application from the surviving Qualified Spouse). The amount shall be determined under the terms of the Plan in

effect when the Participant last worked in Covered Employment, unless otherwise expressly specified.

- (d) The Spouse may elect in writing, filed with the Trustees, and on whatever form they may prescribe, to defer commencement of the Pre-retirement Surviving Spouse Pension until a specified date that is no later than the required beginning date set forth in Article V, Section 1(b)(3).
- (e) No benefit is payable under this Section 5.3 if the surviving Qualified Spouse dies before commencing a benefit.”

5. Appendix A, Exhibit 1 shall be amended to re-insert the following provision that was inadvertently excluded from the January 1, 2015 Plan Restatement:

“6. The following Sections reflect the benefit provisions for those Program G covered Participants covered by Plan 62:

- **Plan Section 3.2.** The age requirement is 62 instead of 65.
- **Plan Section 3.3(a) and 3.3(b).** Effective for pensions which become effective on or after January 1, 2000, and for Participants who earned at least one-tenth (1/10) of a Pension Credit in 1999, including those who retired in 1999, the Normal Pension is \$13.33 per month (for each \$.01 per hour average contribution rate).
- **Program G Section 3.5.** The reduction from the Normal Pension amount which is payable at age 62 is 1/4% for each month by which the Participant is younger than age 62.
- **Program G Section 3.7.** The amount of the Deferred Pension is the same as the Normal or Early Retirement Pensions for Plan 62 except if Covered Employment ceased before the Participant reached age 55. In that event the benefit shall be calculated in accordance with Plan Section 3.5 for non-Plan 62 participants.

The above changes to Section 3.2 and 3.5 shall not apply to a Participant with a Pension Stating Date on or after January 1, 2011, regardless of when the Participant terminated Covered Employment or otherwise ceased to be an active Participant.

Participants employed by Americhol Corporation, Local 8-149 OCAW, Refiners Transport and Terminal Seneca and Total Petroleum are covered by Plan 62.

For all pensions under this Exhibit 1 which become effective on or after January 1, 2002, provided the Participant had earned at least one-tenth (1/10) of a Pension Credit in 2001, unless the Participant became disabled in 2001 and was therefore unable to earn one-tenth of a Pension Credit, the above-referenced pension amounts shall be increased by 5%.”

IN WITNESS WHEREOF, the undersigned have executed this Amendment on this 20th day of December, 2016.



Chairman



Secretary

Amendment Three to the
PACE Industry Union-Management Pension Fund Plan
(As Amended and Restated Effective January 1, 2015)

WHEREAS, Article VI, Section 4 of the PACE Industry Union-Management Pension Plan ("Plan") provides that the Plan may be amended at any time by the Board of Trustees of the PACE Industry Union-Management Pension Fund may amend the Plan; and

WHEREAS, the Board desires to amend the Plan to provide for the disposition of benefits to participants and beneficiaries who cannot be located;

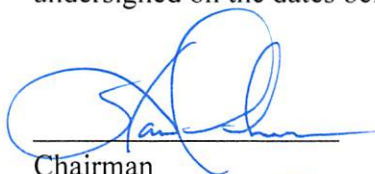
NOW, THEREFORE, Article V (APPLICATIONS, BENEFIT PAYMENTS AND RETIREMENT) is amended to add the following new Section 15 as follows, effective as of the date of adoption:

Article V, Section 15

FORFEITURE OF UNCLAIMED BENEFITS

Notwithstanding any other provision of the Plan, if the Fund is unable to locate a Participant or Beneficiary to whom payment is due after following its lost participant procedures, the unclaimed benefit shall be forfeited. In the event that a former Participant or Beneficiary subsequently states a claim for a benefit forfeited pursuant to the preceding sentence, the rights, if any, to such benefit shall be restored; provided, however, that no interest shall be payable with respect to such benefit.

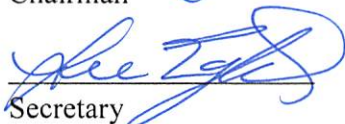
IN WITNESS WHEREOF, this amendment was adopted on May 16, 2017 and executed by the undersigned on the dates below.



Chairman

05/16/17

Date



Secretary

5-16-17

Date

Amendment Five to the
PACE Industry Union-Management Pension Plan
(As Amended and Restated Effective January 1, 2015)

WHEREAS, Article VI, Section 4 of the PACE Industry Union-Management Pension Plan ("Plan") provides that the Plan may be amended at any time by the Board of Trustees of the PACE Industry Union-Management Pension Fund (the "Board"); and

WHEREAS, the Board desires to amend the Plan to eliminate retroactive annuity starting dates and to provide rules for recipients of certain corrective distributions;

NOW, THEREFORE, Article V (APPLICATIONS, BENEFIT PAYMENTS AND RETIREMENT) is amended as follows:

1. Article V, Section 1(e) shall be amended to read as follows, effective for Pension Starting Dates on and after January 1, 2018:

“(e) **Delayed Retirement.** If a Participant’s benefits commence after the Participant’s Normal Retirement Age, the Participant will receive benefits in accordance with this Section 1(e).

(i) If a Participant’s Pension Starting Date is after the Participant’s Normal Retirement Age, the Participant’s monthly benefit will be an amount equal to the Participant’s accrued benefit at Normal Retirement Age, actuarially increased at a rate of 1% per month for the first 60 calendar months after Normal Retirement Age, 1.5% per month for each of the next 60 months, and 3% per month for each month thereafter, for each complete calendar month in which the Participant’s benefit is not suspended under Article IV, Section 13, between the Participant’s Normal Retirement Age and the Pension Starting Date.

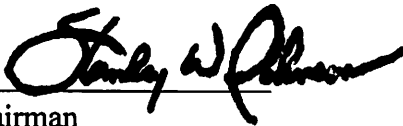
(ii) If a Participant first becomes entitled to additional benefits after Normal Retirement Age, the actuarial increase in those benefits will be calculated from the date they would first have been paid rather than the Normal Retirement Age. Notwithstanding the foregoing, any such additional benefit service earned after Normal Retirement Age shall be reduced, but not below zero, by the amount of any actuarial adjustment in accordance with Section 1.411(b)-2 of the Treasury Regulations.”

2. Article V, Section 1(i) is amended to read as follows, effective for payments made on or after the date of adoption:

“If a Participant or Beneficiary to whom a corrective distribution is due dies before the corrective distribution is paid, the amounts due shall be paid to the first surviving person or persons in the following classes of successive preference: (i) the Participant’s or Beneficiary’s surviving spouse; (ii) the Participant’s or Beneficiary’s open estate; (iii) the Participant’s or Beneficiary’s children (excluding stepchildren, except in the case of a

corrective distribution due a Beneficiary whose stepchildren who are the Participant's biological children); (iv) the Participant's or Beneficiary's parents; and (v) the Participant's or Beneficiary's siblings (excluding step siblings). If there is more than one survivor in the class in which the payment is being made, the payment will be distributed in equal shares to all survivors within that class. If any eligible survivor is uncooperative or unresponsive for a period of thirty (30) days, or disclaims his rights, he will not be eligible to receive any portion of the remaining benefits that would otherwise be paid under this Section 1(i), and his benefits will be distributed to the remaining eligible survivors. In cases where there are no survivors in any of the foregoing enumerated classes, and no open estate, no further benefit shall be paid on behalf of the deceased Participant or Beneficiary, as applicable."

IN WITNESS WHEREOF, this amendment was adopted on June 29, 2017 and executed by the undersigned on the dates below.



Chairman

6/29/2017

Date



Secretary

6/29/2017

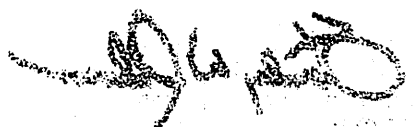
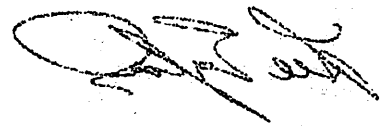
Date

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1706/PC/11

1705/PS/11

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Amendment Six to the
PACE Industry Union-Management Pension Plan
(As Amended and Restated Effective January 1, 2015)

WHEREAS, Article VI, Section 4 of the PACE Industry Union-Management Pension Plan ("Plan") provides that the Plan may be amended at any time by the Board of Trustees of the PACE Industry Union-Management Pension Fund (the "Board"); and


WHEREAS, the Board desires to amend the Plan in the manner described below;

NOW, THEREFORE, Article I, Section 22 (RETIREMENT AND RETIREMENT DEFINED) is amended to read as follows, effective for applications received on and after September 1, 2017:

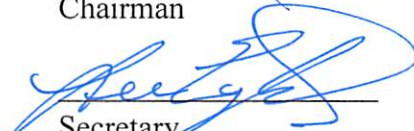
A Participant shall be deemed to be Retired (and shall be deemed to be Retired on the first day on which he has ceased to be employed or engaged in such employment) if, as of the date of determination, he is not employed or engaged in any of the following employment:

- (a) Employment with any Contributing Employer or former Contributing Employer; or
- (b) Employment at the same facility at which the employee was employed in Covered Employment, if the facility is used for the same purpose as when the Participant was employed in Covered Employment.

IN WITNESS WHEREOF, this amendment was adopted on August 9, 2017 and executed by the undersigned on the dates below.


Chairman

08/09/2017
Date


Secretary

8-9-17
Date

Amendment Seven to the
PACE Industry Union-Management Pension Plan
(As Amended and Restated Effective January 1, 2015)

WHEREAS, Article VI, Section 4 of the PACE Industry Union-Management Pension Plan ("Plan") provides that the Plan may be amended at any time by the Board of Trustees of the PACE Industry Union-Management Pension Fund (the "Board"); and

WHEREAS, the Board desires to amend the Plan in the manner described below;

NOW, THEREFORE, the Plan is amended as follows:

1. Article III, Section 4(d)(ii) (Effect of Permanent Break in Service) is amended to read as follows, effective on the date of adoption:

He must again satisfy the participation requirements of Article II.

2. Article IV, Section 9 (Eligibility for Disability Pension) is amended to delete subsection (a)(iv), effective for Hours of Service earned on or after January 1, 2011.
3. Article V, Section 2 (Rounding Benefit Amounts) is amended to read as follows, effective January 1, 2011:

If in calculating the monthly benefit payments due under the Regular, Early Retirement, Deferred or Disability Pension provided herein, the monthly amount so determined is not in a whole-dollar amount, it shall be rounded to the next higher whole-dollar amount.

4. Appendix A, Exhibit 1(3) is amended to read as follows, effective for Pension Starting Dates on or after January 1, 2011:

The following Sections reflect the benefit provisions for those Program G covered Participants covered by Plan 62:

- **Plan Section 3.2.** For benefits earned before January 1, 2011, the age requirement is 62 instead of 65.
- **Plan Section 3.3(a) and 3.3(b).** Effective for pensions which become effective on or after January 1, 2000, and for Participants who earned at least one-tenth (1/10) of a Pension Credit in 1999, including those who retired in 1999, the Normal Pension is \$13.33 per month (for each \$.01 per hour average contribution rate).
- **Program G Section 3.5.** For participants with a Pension Starting Date before January 1, 2011, the reduction from the Normal Pension amount which is payable at age 62 is 1/4% for each month by which the Participant is younger than age 62.
- **Program G Section 3.7.** The amount of the Deferred Pension is the same as the Normal or Early Retirement Pensions for Plan 62 except if Covered Employment ceased before

the Participant reached age 55. In that event the benefit shall be calculated in accordance with Plan Section 3.5 for non-Plan 62 participants.

IN WITNESS WHEREOF, this amendment was adopted on December 13, 2017 and executed by the undersigned on the dates below.



Chairman

12/13/2017
Date



Secretary

12/13/17
Date