

**PLAN DESCRIPTION (RULES AND REGULATIONS)  
FOR THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
NATIONAL (INDUSTRIAL) PENSION FUND**

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**Amended and Restated as of January 1, 2024**

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**INTRODUCTION**

This document describes the defined benefit pension plan maintained by the LIUNA National (Industrial) Pension Fund (“LNIPF” or “Pension Fund” or “Fund”) as adopted by the LNIPF’s Board of Trustees pursuant to its authority under the LNIPF’s Agreement and Declaration of Trust, as amended. This document is referred to as the “Rules & Regulations or the “Plan Description” of the LNIPF.

These Rules & Regulations reflect all amendments adopted by the Board of Trustees through January 1, 2024.

From July 2010 through March 30, 2020, the LNIPF operated under a Funding Rehabilitation Plan (“FRP”) as required by Federal law for pension funds in the “critical” or “Red Zone” funding status. The FRP required the parties to each collective bargaining agreement requiring contributions to elect one of two Schedules: the Preferred Schedule and the Default Schedule. Most participants were covered by the Preferred Schedule and continued to earn benefits at the same rate as before the FRP went into effect. The participants covered by the Default Schedule earned benefits at a lower rate and were ineligible for subsidized benefits (*e.g.*, an Early Retirement Pension with a subsidized reduction for age at retirement, Disability Pension, favorable adjustment factors for joint and survivor pensions). While in effect, the FRP was part of the Rules & Regulations and overrode several provisions of the regular Rules & Regulations.

In 2020, the LNIPF’s funding status had improved to the point that it exited the “Red Zone” and entered the “Green Zone”. The Board of Trustees terminated the FRP as of March 30, 2020 and adopted amendments to the Rules & Regulations to adjust to this transition. These amendments specified how pension credits earned under the FRP would be treated, and how pension credits earned after the end of the FRP will be treated. By these amendments, the Board adopted a New Benefit Schedule that sets a benefit accrual rate for each contribution rate from the minimum to the maximum.

Unless expressly provided otherwise herein, the Rules & Regulations set forth herein are effective as of January 1, 2024 and apply only with regard to participants who were in covered service on and after that date. With regard to participants whose covered service ended before July 1, 2021, and their beneficiaries, their benefits and rights shall be determined under the Rules & Regulations in effect when they left covered employment.

The LNIPF is an “employee pension benefit plan” and “multiemployer plan” under the Employee Retirement Income Security Act (ERISA), and a tax-qualified employee pension plan and trust under Sections 401(a) and 501(a) of the Internal Revenue Code.

## **ARTICLE I: DEFINITIONS**

### **SECTION 1.01: TRUST AGREEMENT.**

The term “Trust Agreement” means the Agreement and Declaration of Trust establishing the Laborers’ International Union of North America National Pension Fund entered into as of the 1st day of February 1967, together with any amendments thereto.

### **SECTION 1.02: FUND.**

The terms “Fund” or “Pension Fund” mean the Laborers’ International Union of North America National (Industrial) Pension Fund, the Trust Fund created by the Trust Agreement; and shall mean generally the monies or other things of value which comprise the corpus and additions to the Trust Fund. The benefits payable under this Plan to eligible Participants and Beneficiaries shall be paid from the Fund.

### **SECTION 1.03: TRUSTEES.**

The term “Trustees” means the persons who are acting as Employer Trustees and Union Trustees pursuant to the provisions of the Trust Agreement. The terms “Board of Trustees” and “Board” mean the Trustees, collectively, acting in accordance with the Trust Agreement and such procedures as they may adopt.

### **SECTION 1.04: PLAN.**

The terms “Plan” and “Pension Plan” mean the provisions of the Rules and Regulations adopted herein together with any amendments or interpretations thereof duly adopted by the Trustees.

### **SECTION 1.05: UNION.**

The term “Union” means the Laborers’ International Union of North American and/or any of its affiliated Local Unions and District Councils, and/or any other labor union (whether or not affiliated with the Laborers’ International Union of North America) that is accepted for participation in the Pension Fund by the Board of Trustees and whose participation has not been terminated.

### **SECTION 1.06: LOCAL UNION OR DISTRICT COUNCIL.**

The terms “Local Union” and “District Council” mean a Local Union and District Council chartered by the Laborers’ International Union of North America, or any employee benefit plan sponsored by an affiliate of the Laborers’ International Union of North America.

### **SECTION 1.07: PARTICIPATING UNION.**

The term “Participating Union” means a District Council, Local Union, or other Union that is accepted for participation in the Pension Fund by the Board of Trustees and whose participation has not been terminated.

## **SECTION 1.08: CONTRIBUTING EMPLOYER.**

The terms “Contributing Employer” and “Employer” mean an Employer bound to a Collective Bargaining Agreement with the Union requiring contributions to this Fund and an Employer bound to any other agreement requiring contributions to this Fund provided that:

- (a) The Employer has been accepted as a Contributing Employer by the Board of Trustees in writing, and
- (b) The Board of Trustees or its delegate has not terminated the employer’s status as a “Contributing Employer” because of a contribution delinquency or other failure to comply with the Fund’s Rules & Regulations and Trust Agreement.

A Contributing Employer and Employer shall also include any employer, other entity or person obligated by law to contribute to the Fund. In particular, to the extent that an Employer is obligated by law to continue contributing to the Fund after the expiration of its Collective Bargaining Agreement, it shall be considered a Contributing Employer. A Contributing Employer shall also include a successor deemed by law or contract to be obligated to contribute to the Fund.

In the case of a Contributing Employer having more than one place of business, the terms “Contributing Employer” and “Employer” shall only apply to the place or places of business covered by a Collective Bargaining Agreement or other agreement requiring contributions to the Fund.

The terms “Contributing Employer” and “Employer” shall also include any Participating Union which represents non-construction employees and enters into written agreement with the Fund to contribute to the Fund on behalf of all of its employees. In no event shall the rate of contributions made by a Participating Union exceed the highest rate for contributions to the Fund set forth in a Collective Bargaining Agreement between the Participating Union and an Employer.

For purposes of identifying highly compensated employees and applying the rules on participation, vesting, and statutory limits on benefits under the Fund, the term “Contributing Employer” and “Employer” include all members of an affiliated service group with the Employer within the meaning of Internal Revenue code §414(m) and all other businesses aggregated with the Employer under Internal Revenue Code §414(o). The term “Employer” shall also have the meaning given it in Article XII for the limited purposes of that provision.

## **SECTION 1.09: COLLECTIVE BARGAINING AGREEMENT.**

The terms “Collective Bargaining Agreement” and “Agreement” mean any written labor contract, Participation Agreement or written agreement between the Union and an Employer, which provides for contributions to the Fund in a manner acceptable to the Board of Trustees. An Employer obligated to contribute to the Fund under law, including the National Labor Relations Act, shall be deemed to be contributing pursuant to a Collective Bargaining Agreement. An Employer may be deemed bound to a Collective Bargaining Agreement and / or an obligation to contribute to the Fund by a course of conduct indicating an intention to contribute to the Fund, such as by actually submitting contributions or contribution reports.

## **SECTION 1.10: COVERED EMPLOYEE.**

The term “Covered Employee” means:

- (a) any person employed by a Contributing Employer in a collective bargaining unit or other group represented by the Union and covered by a Collective Bargaining Agreement;
- (b) any other Employee of a Contributing Employer who is employed in a class of employees for which the Contributing Employer has agreed in writing to contribute to the Fund, and which has been accepted into participation by the Board of Trustees in accordance with Section 8.03;
- (c) any Employee of a Participating Union which is a Contributing Employer.

Notwithstanding anything to the contrary herein, the term “Covered Employee” does not include any self-employed person, nor any sole proprietor, nor any partner, nor any other person who is not a common-law employee of a Contributing Employer. Nor does the term “Covered Employee” include any person whose participation in the Plan would be inconsistent with the Plan’s qualified status under the Internal Revenue Code or with any other applicable law. Any person who does not qualify as a Covered Employee shall not be treated as a Covered Employee even if contributions are made to the Pension Fund on his behalf. Upon discovery that a person does not qualify as a Covered Employee, he shall be retroactively removed from the Plan’s rolls of Covered Employees and contributions made on his behalf shall be returned to the Contributing Employer except to the extent that such a refund of contributions is prohibited by applicable law.

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

The term “Covered Employee” does not include any employee of a former Contributing Employer whose Collective Bargaining Agreement or other agreement requiring contributions to the Fund has ended or whose participation in the Fund has been terminated by the Board of Trustees for non-payment of contributions or other non-compliance with the Plan or Trust Agreement.

## **SECTION 1.11: COVERED EMPLOYMENT.**

The term “Covered Employment” means employment with a Contributing Employer by a Covered Employee for which contributions to the Fund are required by a Collective Bargaining Agreement or other agreement, and employment with a Contributing Employer before the Contribution Period to the extent that employment qualifies for Past Service Credit.

“Covered Employment” shall not, however, include employment with an employer after the employer’s status as a Contributing Employer has been terminated for any reason.

Employment by an employer that has withdrawn from the Fund but is obligated to make employer withdrawal liability payments to the Fund is not Covered Employment.

**SECTION 1.12: PARTICIPANT AND BENEFICIARY.**

The term “Participant” means a Covered Employee who has met the participation requirement of Article II and Article XI of this Plan and has not incurred a break in service, a former Covered Employee who is vested, and a Pensioner. The term “Active Participant” means a Covered Employee who has met the participation requirements of Article II and Article XI and has not incurred a break in service. The term “Beneficiary” means a person other than a Participant who is receiving benefits under this Plan, including an Alternate Payee. The term “Designated Beneficiary” means a person designated by a Participant to receive certain benefits payable under the Plan to a Designated Beneficiary in the event of the Participant’s death, provided that the designation is submitted to the Fund on such written or electronic form as the Fund may require.

**SECTION 1.13: CONTRIBUTION PERIOD.**

The term “Contribution Period” means, with respect to a unit or category of Covered Employees, the period of time during which the Contributing Employer is or was obligated to contribute to the Fund for that unit or category of Covered Employees.

**SECTION 1.14: PENSIONER.**

The term “Pensioner” means a Participant to whom a pension under this Plan is being paid and a Participant who has applied for a pension and to whom a pension would be paid but for time for administrative processing.

**SECTION 1.15: NORMAL RETIREMENT AGE.**

The term “Normal Retirement Age” means age 65 or the 5th anniversary of participation in the Plan, whichever is later.

**SECTION 1.16: CALENDAR YEAR AND PLAN YEAR.**

The term “Calendar Year” means the period from January 1 to the next December 31. For purpose of ERISA regulations, the Calendar Year shall serve as the vesting computation period, benefit accrual computation period, and, after the initial period of employment or of reemployment following a break in service, the computation period for eligibility to participate in the Plan. The Calendar Year is hereby designated as the “Plan Year”.

**SECTION 1.17: YEAR OF PARTICIPATION.**

The term “Year of Participation” means a Calendar Year in which a Participant has completed 1,800 hours of work in Covered Employment during a Contribution Period.

**SECTION 1.18: HOUR OF SERVICE.**

The term “Hour of Service” means each hour of Covered Employment for which a Covered Employee is paid, or entitled to payment by an Employer, for the performance or non-

performance of duties, or each hour for which back pay, regardless of mitigation of damages, is either awarded or agreed to by the Employer. Hours of Service shall be computed and credited in accordance with Department of Labor regulations as set forth in sections 2530.200b-2(b) and (c).

**SECTION 1.19: WORK.**

A period of “Work” means a period in which a Covered Employee performed services and for which he was paid or entitled to payment.

**SECTION 1.20: CONTINUOUS EMPLOYMENT.**

Two periods of employment are continuous if there is no quit, discharge, or other termination of employment between the periods.

**SECTION 1.21: OTHER TERMS.**

Other terms specially defined elsewhere in the Plan are as follows:

<b>Term</b>	<b>Section(s)</b>
(a) Regular Pension	3.02 and 3.03
(b) Average Contribution Rate	3.03
(c) Early Retirement Pension	3.04 and 3.05
(d) Deferred Pension	3.06 and 3.07
(e) Disability Pension	3.08 and 3.09
(f) Total and Permanent Disability	3.10
(g) Reciprocal Pension	3.13
(h) Widow/Widower’s Pension	3.17 and 3.18
(i) Death Benefit	3.19
(j) Pension Credits	4.01 and 4.02
(k) Past Service Credit	4.03
(l) Vesting Credit	4.04
(m) Break in Service (One-Year Break in Service)	4.05
(n) Vested Status	4.06
(o) Joint and Survivor Pension	5.01 through 5.08
(p) Survivor’s Options	6.01
(q) Other Options	6.02 through 6.05
(r) Effective Date of Pension	7.05
(s) Retired or Retirement	7.06
(t) Qualified Domestic Relations Order (QDRO)	7.10(b)
(u) Termination	8.06
(v) Employer Withdrawal Liability	10.01 through 10.14

**SECTION 1.22: GENDER.**

Except as the context may require otherwise, the Plan’s use of the masculine gender, such as the pronoun “he”, shall include all genders and personal pronouns.

### **SECTION 1.23: HIGHLY COMPENSATED EMPLOYEE.**

- (a) The term “highly compensated employee” includes highly compensated active employees and highly compensated former employees of an Employer. Whether an individual is a highly compensated employee is determined separately with respect to each Employer, based solely on that individual’s compensation from or status with respect to that Employer.
- (b) Effective January 1, 1997, Highly Compensated Employee is any Employee who:
- (1) was a 5-percent owner of the Employer at any time during the year or the preceding year, or
  - (2) for the preceding year had compensation from the Employer in excess of \$80,000 (as adjusted annually for increases in the cost-of-living in accordance with regulations prescribed by the Secretary of the Treasury).

For purposes of determining if an employee’s compensation from an Employer exceeds \$80,000 (adjusted for the cost-of-living) in the preceding year, the preceding year shall be the Calendar Year beginning within the Plan Year immediately preceding the Plan Year for which the test is being applied.

The term “Compensation” for this purpose shall include wages within the meaning of Section 3401(a) of the Code (for purposes of income tax withholding at the source), plus amounts that would be included in wages but for an election under Sections 125(a), 132(f), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code; provided however, that any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Sections 3401(a)(2) of the Code) are disregarded for purposes of this definition. Effective for years beginning after December 31, 2008, “Compensation” shall include differential wage payments (as defined in section 3401(h) of the Code).

### **SECTION 1.24: ERISA.**

The term “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

### **SECTION 1.25: ACTUARIAL EQUIVALENT.**

Unless otherwise specified in the Plan, for determinations made on or after January 1, 2000, the term “Actuarial Equivalent” means that one benefit has the same actuarial value as another benefit based on the Actuarial Mortality Table and the Applicable Interest Rate.

### **SECTION 1.26: APPLICABLE MORTALITY TABLE.**

The “Applicable Mortality Table” for use in the calendar year which contains the Annuity Starting Date is the table prescribed for use in that year in Regulations under the Internal Revenue Code section 417(e), and which until modified or superseded, is the table set forth in Revenue Ruling 95-6. For Annuity Starting Dates in Plan Years beginning on or after January 1, 2008, Applicable Mortality Table shall mean the mortality table, as published and modified from time to time by the Secretary of the Treasury, based on the mortality table specified for the plan year under subparagraph (A) of Code Section 430(h)(3) (without regard to subparagraph (C) or

(D) of such section). Notwithstanding the foregoing, unless modified by the Secretary of the Treasury, this provision shall not change the mortality table which generally must be used for the purposes of adjusting any benefit or limitation under Code Sections 415(b)(2)(B), (C), or (D).

#### **SECTION 1.27: APPLICABLE INTEREST RATE.**

The “Applicable Interest Rate” is the annual Rate of interest on 30-year Treasury Securities as specified by the Commissioner of Internal Revenue for the month of November (as published in December) immediately preceding the calendar that contains the Annuity Starting Date. The stability period, within the meaning of Treasury Regulations §1.417(e)1(d)(4)(ii), shall be the Calendar Year.

For Annuity Starting Dates in Plan Years beginning on or after January 1, 2008, the Applicable Interest Rate shall be the rate described by Code Section 417(e) after its amendment by the Pension Protection Act of 2006. Specifically, the applicable interest rate shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Code Section 430(h)(2)(C) for the month of November (as published in December) immediately preceding the Calendar Year that contains the Annuity Starting Date. For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code Section 430(h)(2)(C) if:

- (a) Code Section 430(h)(2)(D) were applied by substituting the average yields for the month described in clause (b) below for the average yields for the 24-month period described in such section,
- (b) Code Section 430(h)(2)(G)(i)(II) were applied by substituting "Section 417(e)(3)(A)(ii)(II) for "Section 412(b)(5)(B)(ii)(II)," and
- (c) The applicable percentage under Code Section 430(h)(2)(G) is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.

#### **SECTION 1.28: ANNUITY STARTING DATE.**

- (a) The “Annuity Starting Date” is the date as of which benefits are calculated and payable under the Plan, and shall be the first day of the month after or coincident with the later of:
  - (1) the month following the month in which the claimant has fulfilled all of the conditions for entitlement to benefits, including the filing of an application for benefits, or
  - (2) 30 days after the Plan advises the Participant of the available benefit payment options.
- (b) Notwithstanding subsection (a) above, the Annuity Starting Date may occur and benefits may begin before the end of the 30-day period, provided:



- (1) the Participant and Spouse, if any, consent in writing to the commencement of payments before the end of the 30-day period and distribution of the Pension begins more than seven days after the written explanation was provided to the Participant and Spouse,
  - (2) the Participant's benefit was previously being paid because of an election after the Normal Retirement Age, or
  - (3) the benefit is being paid out automatically as a lump sum under the provisions of the Plan.
- (c) Notwithstanding subsection (a) above, a Participant who has attained Normal Retirement Age and consented to waive the 30-day period in accordance with subsection (b)(1) above, may elect an Annuity Starting Date that is retroactive to the first day of any month following the date he had both attained Normal Retirement Age and fulfilled all of the conditions for entitlement to benefits except the filing of an application.
- (d) The Annuity Starting Date will not be later than the Participant's Required Beginning Date.
- (e) The Annuity Starting Date for a Beneficiary or alternate payee under a Qualified Domestic Relations Order (within the meaning of Section 206(d)(3) of ERISA and Section 414(p) of the Internal Revenue Code) will be determined as stated in Subsections (a) and (b) above, except that references to the Joint and Survivor Pension and spousal consent do not apply.

#### **SECTION 1.29: REQUIRED BEGINNING DATE.**

“Required Beginning Date” means the applicable date for the Participant, determined as follows:

- (a) If the Participant attained age 70½ before January 1, 2020, the applicable date is the April 1<sup>st</sup> first following the date on which the Participant attained age 70½.
- (b) If the Participant attained age 72 January 1, 2023, the applicable date is the April 1<sup>st</sup> following the date on which the Participant attained age 72.
- (c) If the Participant attained age 72 on or after January 1, 2023, and attains age 73 before January 1, 2033, the applicable date is the April 1<sup>st</sup> first following the date on which the Participant attains age 73.
- (d) If the Participant attains age 74 on or after January 1, 2033, the applicable date is the April 1<sup>st</sup> following the date on which the Participant attains age 75.

#### **SECTION 1.30: COMPENSATION OR ANNUAL COMPENSATION.**

The term “Compensation” or “Annual Compensation” means remuneration received from the Contributing Employer during the Calendar Year, as defined in Treasury Regulation § 1.415(c)-2(d)(3) (Section 3401 wages). “Compensation or Annual Compensation” shall also be subject to the following rules:

- (a) 415 Compensation must be paid within the Calendar Year, and paid or treated as paid before Severance from Employment in accordance with the general timing rule of §1.415(c)-2(e)(1).
- (b) 415 Compensation must include amounts paid by the later of 2½ months after Severance from Employment or the end of the Limitation Year that includes the Severance from Employment date in accordance with §1.415(c)-2(e)(3)(i). Such post-severance compensation includes regular pay as defined in §1.415(c)-2(e)(3)(iii).

Effective for years beginning after December 31, 2008, “Compensation or Annual Compensation” shall include differential wage payments (as defined in section 3401(h) of the Code.

### **SECTION 1.31: SPOUSE AND MARRIAGE.**

The term “Spouse” means any individual to whom a Participant is lawfully married under State law, including an individual married to a Participant of the same sex if the individual and the Participant were legally married in a State that recognizes such marriages even if they are domiciled in a State that does not recognize such marriages. The terms “marriage” and “married” refer to a legal union between a Participant and another individual that is recognized under State law as a marriage. Marriage does not include other types of formal relationships recognized by a State, such as domestic partnerships or civil unions, regardless of whether the individuals in those relationships have the same rights and responsibilities as individuals who are married under State law.

### **SECTION 1.32: FUNDING REHABILITATION PLAN.**

The term ‘Funding Rehabilitation Plan’ or “FRP” means the rehabilitation plan adopted by the Board of Trustees in July 2010 in compliance with ERISA as amended by the Pension Protection Act of 2006. The FRP required the parties to each collective bargaining agreement requiring contributions to elect one of two Schedules: the Preferred Schedule and the Default Schedule. Each of these Schedules required annual increases in Employer contribution rates and froze or reduced future benefit accrual rates, and the Default Schedule adjusted certain benefits including disqualifying Participants covered by the Default Schedule (including Inactive Participants) from subsidized benefits. The FRP terminated in March 2020 when the Fund entered the Green funding zone. The Board of Trustees adopted amendments to the Plan to implement the transition to the Green zone, many of which are reflected in Article XVI of this Plan.

## **ARTICLE II: PARTICIPATION**

### **SECTION 2.01: PURPOSE.**

This Article contains the requirement that must be met in order for a Covered Employee to become a Participant in the Plan in accordance with ERISA.

### **SECTION 2.02: PARTICIPATION.**

A Covered Employee who is engaged in Covered Employment during the Contribution Period shall become a Participant in the Plan on the earliest January 1 or July 1 following completion of a twelve (12) consecutive month period during which he completed at least 1,000 Hours of Service in Covered Employment. For purposes of meeting this 1,000 Hours of Service threshold, a Covered Employee's non-Covered Employment with the same Employer shall be taken into account if such non-Covered Employment was continuous with the Covered Employee's Covered Employment.

### **SECTION 2.03: TERMINATION OF PARTICIPATION.**

A Participant who incurs a One-Year Break-in-Service (defined in Section 4.05) 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, has attained Vesting Status, or has acquired a right to an immediate pension under this Plan

## **ARTICLE III: PENSION ELIGIBILITY AND AMOUNTS**

### **SECTION 3.01: GENERAL.**

- (a) This Article III describes the types of pensions and other benefits provided under this Plan to eligible Participants and Beneficiaries. It also describes the requirements for eligibility for such benefits, and the amounts of such benefits.

Generally, eligibility for benefits and benefit amounts depend on how much pension credit and vesting credit the Participant earned for Covered Employment. Article IV describes how credits are earned.

Article V describes the Joint and Survivor form of pension, which is the normal form of pension payable to married Participants. Article VII describes additional optional forms of pension available under the Plan.

- (b) A Participant who is otherwise eligible to begin receiving a pension cannot begin to receive benefits unless and until he or she retires from Covered Employment and submits a pension application to the Fund's administrative office, except that any Participant who has attained the Required Beginning Date may continue in Covered Employment.
- (c) The Board of Trustees may set different rules regarding the types of pensions and eligibility requirements for specific units or groups of employees admitted to participation in the Fund in order to comply with applicable law or to protect the financial soundness of the Fund. Any such variation from the normal rules must be set forth in a written acceptance or participation agreement or other document and communicated to the affected employees.
- (d) The pension benefit amounts described in this Article may be affected by the provisions of Article XVI (Zone Transition Rules) relating to the Funding Rehabilitation Plan ("FRP") in effect during 2010-2020 and the Fund's transition to "Green" funding zone status in 2020. To the extent that there is a conflict, the provisions of Article XVI shall govern.

### **SECTION 3.02: REGULAR PENSION—ELIGIBILITY.**

Except as provided in Article IV, Section 4.06(c), a Participant may retire on a Regular Pension only if he meets the following requirements:

- (a) For Participants who completed at least one Hour of Service prior to January 1, 2008:
- (1) he has attained age 62, and
  - (2) he has at least five (5) years of Pension Credit, and
  - (3) he has at least one (1) year of Pension Credit during the Contribution Period.

(b) For Participants who first completed an Hour of Service on or after January 1, 2008:

- (1) he has attained age 65, and
- (2) he has at least five (5) years of Pension Credit, and
- (3) he has at least one (1) year of Pension Credit during the Contribution Period.

**SECTION 3.03: REGULAR PENSION—AMOUNT.**

(a) The amount of the Regular Pension shall be equal to the accrued benefit earned as of December 31, 2007, as set forth in the following subsection (b), plus the accrued benefits earned each Calendar Year thereafter, as set forth in the following subsection (c), expressed as a monthly benefit. Participants who earn at least one Pension Credit for Covered Employment after January 1, 2024 are not limited to earning 30 Pension Credits. Participants who do not earn at least one Pension Credit for Covered Employment after January 1, 2024 remain limited to earning 30 Pension Credits..

(b) Benefits For Pension Credits Earned For Covered Employment On Or Before December 31, 2007.

(1) Generally, a Participant's pension benefit accrued as of December 31, 2007 is based on the contribution rate-benefit level schedule printed in Appendix D (*Benefit Levels Applicable To Pension Credits Earned During January 1993 Through December 31, 2007*). The Participant's benefit accrued as of December 31, 2007 shall be equal to the total Pension Credits earned for Covered Employment before and on December 31, 2007, multiplied by the applicable Benefit Level in the schedule that corresponds to the highest employer contribution rate at which the Participant earned at least one (1) month of Pension Credit. Benefit Levels

(2) **Exceptions and Special Rules.** For purposes of the Regular Pension and other types of pensions that refer to the Regular Pension for purposes of determining benefit amount, the following exceptions to Section 3.03(b)(1) and special rules apply:

(i) In order to qualify for the benefit levels set forth in Section 3.03(b)(1), a Participant must have earned at least three (3) months of Pension Credit after January 1, 1993, and must retire on or after January 1, 1994. A Participant who does not meet these qualifications will be entitled to the benefit levels in effect at the time that he last earned Pension Credit.

(ii) Contributions based upon a daily, weekly or monthly rate or percentage of salary shall be converted to hourly rates for the purpose of determining benefit levels under Section 3.03(b)(1). For this purpose, a daily rate contribution shall be divided by eight (8), a weekly rate contribution shall be divided by forty (40), and a monthly rate contribution shall be divided by one hundred sixty (160) unless a work-day, a work-week, or a work-month is otherwise defined in the Collective

Bargaining Agreement or other contribution agreement. Contributions based upon percentage of salary shall be converted to an hourly rate for this purpose by dividing the annualized contribution by 1,800. The Fund Administrator shall have discretion to implement such conversions to ensure fairness to the affected Participants and sound funding of benefits.

- (iii) With regard to Pension Credits earned prior to January 1, 2008, if the Participant earns Pension Credit at more than one contribution rate, generally, his benefit amount will be based upon the highest contribution rate at which he earned one (1) month of Pension Credit, except as otherwise provided in this Section, and except where a Contributing Employer's Collective Bargaining Agreement or other agreement is renegotiated or renewed with a lower contribution rate. In the event that a lower contribution rate was agreed to by the parties, the benefit level for Pension Credits earned during the period of lower contribution rates will be based upon the lower contribution rates rather than upon the highest contribution rate at which the Participant earned Pension Credit. Any subsequent increase in contribution rates will increase the benefit levels only for the years of Pension Credit earned during the period of increased contribution rates.
  - (iv) In the event that a Contributing Employer's contribution rate is increased after the term of the Employer's first Collective Bargaining Agreement or other contribution agreement, the Board of Trustees shall be entitled to adjust the benefit levels provided in Section 3.03(b)(1) to the extent appropriate or necessary to protect the actuarial and financial soundness of the Pension Fund, provided that the Board of Trustees shall give written notice to the Union and the Employer of the adjustments at the time that they are adopted.
  - (v) For an Employer first accepted for participation in the Fund on or after January 1, 2008, the accrual rate for any Past Service Credit granted shall be based on the Employer's initial contribution rate up to a maximum of \$11.00 per Past Service Credit.
- (c) Benefit For Pension Credits Earned For Covered Employment During Period From January 1, 2008 Through July 2010.
- (1) Generally, a Participant's pension benefit accrued for Covered Employment during the period from January 1, 2008 through July 2010 is based on the contribution rate-benefit level schedule printed in Appendix E (*Benefit Levels Applicable To Pension Credits Earned For Covered Employment During January 1, 2008 Through July 2010*). The Participant's benefit accrual shall be equal to the total Pension Credits earned for Covered Employment during this period, multiplied by the applicable Benefit Level in the schedule that corresponds to the highest employer contribution rate at which the Participant earned at least one (1) month of Pension Credit.

- (2) **Multiple Contribution Rates / Average Contribution Rate.** If the employer contribution rate for a Participant changed during any Calendar Year, his or her accrued benefit will be determined under the contribution rate-benefit level schedule by using an Average Contribution Rate. The Average Contribution Rate will be pro-rated based on the number of hours in Covered Employment at each rate. If a Participant has more than 1,800 hours of Covered Employment in any Calendar Year, his or her Average Contribution Rate for that Calendar Year shall be based on the highest average contribution rate in effect for 1,800 hours.
- (3) **Exceptions and Special Rules.** For purposes of the Regular Pension and other types of pensions that refer to the Regular Pension for purposes of determining benefit amount, the following exceptions to Section 3.03(c)(1) and special rules apply:
  - (i) In order to qualify for the benefit levels set forth in Section 3.03(c)(1), a Participant must have earned at least three (3) months of Pension Credit after December 31, 2007. A Participant who does not meet these qualifications will be entitled to the benefit levels in effect at the time that he last earned Pension Credit.
  - (ii) The Board of Trustees will not consent to contribution rates in excess of \$3.45 per hour.
  - (iii) Contributions based upon a daily, weekly or monthly rate or percentage of salary shall be converted to hourly rates for the purpose of determining benefit levels under Section 3.03(c)(1). For this purpose, a daily rate contribution shall be divided by eight (8), a weekly rate contribution shall be divided by forty (40), and a monthly rate contribution shall be divided by one hundred sixty (160) unless a work-day, a work-week, or a work-month is otherwise defined in the Collective Bargaining Agreement or other contribution agreement. Contributions based upon percentage of salary shall be converted to an hourly rate for this purpose by dividing the annualized contribution by 1,800. The Fund Administrator shall have discretion to implement such conversions to ensure fairness to the affected Participants and sound funding of benefits.
  - (iv) For an Employer first accepted for participation in the Fund on or after January 1, 2008 and prior to July 1, 2010 the accrual rate for Past Service Credit shall be based on the Employer's initial contribution rate up to a maximum of \$11.00 per Past Service Credit.

#### **SECTION 3.04: EARLY RETIREMENT PENSION—ELIGIBILITY.**

A Participant shall be entitled to retire on an Early Retirement Pension if he meets the following requirements:

- (a) he has attained age 55;
- (b) he has at least five (5) years of Pension Credit; and

(c) he has at least one (1) year of Pension Credit during the Contribution Period.

**SECTION 3.05: EARLY RETIREMENT PENSION—AMOUNT.**

- (a) For Participants who completed at least one Hour of Service prior to January 1, 2008 and at least 1,000 Hours of Service for Pension Credit purposes after January 1, 1992, the monthly amount of the Early Retirement Pension is the amount of the Regular Pension reduced by one-quarter of one percent (0.0025) for each calendar month that the Pensioner is younger than age 62 on his Annuity Starting Date.
- (b) For Participants who did not earn at least 1,000 Hours of Service for Pension Credit purposes after January 1, 1992, the reduction factor is one-half of one percent (0.005) for each month that the Pensioner is younger than age 62 on his Annuity Starting Date.
- (c) For Participants who first completed an Hour of Service on or after January 1, 2008, the reduction factor is one-half of one percent (0.005) for each month that the Pensioner is younger than age 65 on his Annuity Starting Date.
- (d) With regard to benefits accrued by Participants whose Covered Employment terminated before July 26, 2010, when the Funding Rehabilitation Plan was adopted, the amount of the Early Retirement Pension will be governed by the rules described in Article XVI, Section 16.03 (Adjusted Benefits Under The FRP) of this Plan, notwithstanding anything to the contrary in this Section.
- (e) With regard to benefits accrued by Participants while the Fund was operating under the Funding Rehabilitation Plan during July 2010 through March 2020 and the transitional period thereafter, the amount of the Early Retirement Pension will be governed by the rules described in Article XVI, Section 16.03 (Adjusted Benefits Under The FRP) of this Plan, notwithstanding anything to the contrary in this Section.

**SECTION 3.06: DEFERRED PENSION—ELIGIBILITY.**

A Participant whose Covered Employment ends before he attains retirement age shall be entitled to a Deferred Pension if he has accumulated five (5) years of Future Vesting Credit and at least one (1) year of Future Service Pension Credit during the Contribution Period without incurring a Break-in-service. A Participant shall be eligible to commence a Deferred Pension once he attains age 55 and retires.

**SECTION 3.07: DEFERRED PENSION—AMOUNT.**

The amount of the Deferred Pension is based upon the contribution rate at which the Pensioner last earned Pension Credit. If the Pensioner met the eligibility requirements for a Regular Pension, the monthly amount of the Deferred Pension is an amount determined under the provisions of Section 3.03, the same as a Regular Pension. If payment of the Deferred Pension begins before the Pensioner met the requirements for a Regular Pension, the monthly amount shall be reduced by the same reduction factor described in Section 3.05 (Early Retirement).



**SECTION 3.08: DISABILITY PENSION—ELIGIBILITY.**

A Participant can retire on a Disability Pension if he becomes totally and permanently disabled (as hereinafter defined) after:

- (a) he has at least ten (10) years of Pension Credit;
- (b) he has at least one (1) year of Pension Credit during the Contribution Period; and
- (c) he worked in Covered Employment and earned at least three (3) months of Pension Credit in the period that consists of the Calendar Year in which he became disabled or the previous Calendar Year.
- (d) Notwithstanding anything to the contrary in this Section, Participants who were disqualified from eligibility for a Disability Pension under the Funding Rehabilitation Plan are ineligible for a Disability Pension. See Article XVI, Section 16.03 (Adjusted Benefits Under The FRP) of this Plan.

**SECTION 3.09: DISABILITY PENSION—AMOUNT.**

- (a) The Disability Pension shall be the amount to which the Pensioner would have been entitled if he had retired on a Regular Pension on the day he became disabled. Such pension shall be based on the actual Pension Credit accumulated up to the day he became disabled.
- (b) Notwithstanding (a), above, the rules described in Article XVI, Section 16.03(f) (Adjusted Benefits Under The FRP) of this Plan will apply with regard to Pension Credits earned under the Default Schedule of the Funding Rehabilitation Plan.

**SECTION 3.10: DISABILITY PENSION—TOTAL AND PERMANENT DISABILITY DEFINED.**

- (a) A Participant shall be deemed permanently and totally disabled within the meaning of this Plan only if the Board of Trustees, in its sole and absolute discretion, determines on the basis of medical evidence that:
  - (1) the Participant is totally unable, as result of bodily injury or disease (including mental illness), to engage in or perform the duties of any occupation for remuneration or profit; and
  - (2) such disability is expected to be permanent and continuous for the remainder of the Participant's life.
- (b) A Participant applying for a Disability Pension must submit to the Fund a doctor's statement that the Participant is totally and permanently disabled within the meaning of the Plan and the medical basis for that conclusion and provide to the Board any other information as the Board may need to determine the Participant's eligibility and continuing eligibility for a Disability Pension (including tax returns, Forms W-2, and the status of a Participant's government

benefits). The applicant may submit additional evidence of total and permanent disability including occupational rehabilitation professionals.

- (c) The Board of Trustees is entitled to require the Participant to be examined by one or more doctors and other objective professionals selected by the Board to assess whether the Participant is totally and permanently disabled.
- (d) A determination of total and permanent disability by the Social Security Administration or another government program is not binding on the Board of Trustees, but may be considered evidence of total and permanent disability by the Board. The Board may take into account any information submitted by the applicant to the Social Security Administration or other government program, and any decision or ruling by such program regarding the applicant
- (e) The Board of Trustees is also entitled to require a Disability Pensioner to periodically submit to re-examination by one or more doctors and other objective professionals selected by the Board to determine whether the Pensioner remains totally and permanently disabled.
- (f) The Board of Trustees may grant an application for a Disability Pension on a provisional or conditional basis and set conditions for the continuation of the Disability Pension.

The Board of Trustees may delegate its authority under this Section to the Fund Administrator, subject to the right of any applicant to appeal to the Board of Trustees any decision made by the Fund Administrator.

### **SECTION 3.11: DISABILITY PENSION—WAITING PERIOD.**

- (a) The first monthly payment of a Disability Pension shall commence no sooner than after the fifth consecutive month of total and permanent disability and monthly payments shall continue thereafter so long as the Pensioner remains totally and permanently disabled as herein defined.
- (b) A Participant whose Disability Pension application cannot be immediately approved but who is eligible for an Early Retirement Pension may elect to commence receiving an Early Retirement pension during the pendency of his Disability Pension application and if his Disability Pension application is later approved, he can elect to convert to a Disability Pension.

### **SECTION 3.12: DISABILITY PENSION—CESSATION OF DISABILITY AND DUTY TO REPORT.**

- (a) If it is determined by the Board of Trustees that a Disability Pensioner is no longer totally and permanently disabled within the meaning of the Plan, the Disability Pension shall be terminated as of the date on which the total and permanent disability ceased as determined by the Board. In such an event, if the Disability pensioner has attained age 55, he may apply for an Early Retirement Pension. If he is eligible for an Early Retirement Pension, such pension will be effective as of the month immediately following the month for which he is no longer entitled to the Disability Pension. The amount of his Early Retirement Pension will be based upon the Pensioner's age as of the effective date of his Disability Pension.

- (b) A Disability Pensioner shall report in writing to the Fund Office any and all earnings from any employment or pursuit within fifteen (15) days after the end of each month in which he has had any such earnings. If a Disability Pensioner fails to make timely reports as required by this Section, his Disability Pension benefits shall be suspended or cancelled for the period of such employment and six (6) months thereafter for each violation. Further, employment or self-employment by a Disability Pensioner for which he receives income is inconsistent with total and permanent disability and is grounds for a determination by the Board of Trustees that he is no longer totally and permanently disabled.

**SECTION 3.13: RECIPROCAL PENSION (PRO-RATA).**

- (a) For so long as the Pension Fund is signatory to the LIUNA National Reciprocal Agreement providing for *Pro-Rata* reciprocity among signatory Laborers' pension funds, this Plan shall credit service with the other signatory pension funds (related plans) for purposes of vesting, Breaks-In-Service, and benefit eligibility, but not benefit accrual, in accordance with the Agreement.
- (b) Service Credit accumulated and maintained by a Participant under a Related Plan shall be recognized under this Plan as Related Service Credits. Related Service Credits shall be computed on the basis on which that credit has been earned and credited under the Related Plan and certified by the Related Plan to this Plan.
- (c) The total of a Participant's Pension Credit under this Plan and Related Service Credit together comprise the Participant's Combined Service Credit. Not more than one year of Combined Service Credit shall be counted in any one Calendar Year.
- (d) A Participant shall be eligible for a Reciprocal Pension under this Plan if he satisfies all of the following requirements:
  - (1) he has accumulated at least five (5) years of Combined Credited Service;
  - (2) he has accumulated at least one (1) year of Pension Credit under this Plan during his Contributing Employer's Contribution Period; and
  - (3) he meets the age and other eligibility requirements for a Regular Pension, Early Retirement Pension, Deferred Pension, or Disability Pension under this Plan, taking into account his Combined Service Credit and treating it as though it was all earned under this Plan. However, only Pension Credit earned for service under the Fund, and not Related Service Credits, shall be considered for purposes of the three-month requirement under Article III, Section 3.08(c)(Disability Pension-Eligibility).
- (f) In applying the rules of this Plan with respect to cancellation of service credit, any period in which a Covered Employee has earned Related Service Credit shall not be counted in determining whether there has been an interruption in Covered Employment sufficient to constitute a break-in-service. Once the Covered Employee stops earning Related Service

Credit, he shall be subject to the break-in-service rule contained in Section 4.05 based solely on his Vesting Credit accumulated under this Plan.

- (g) The amount of the Reciprocal Pension shall be determined in accordance with the provisions of this Plan relating to the Regular Pension (Section 3.03), Early Retirement Pension (Section 3.05), or Disability Pension (Section 3.09), depending upon the type of pension sought by the Participant, but based only on the participant's Pension Credit under this Plan without regard to any minimum years of Pension Credit otherwise required under those sections.
- (h) The payment of a Reciprocal Pension shall be subject to all of the conditions contained in this Plan applicable to other types of pensions including, but not limited to, retirement as herein defined and timely application. Reciprocal Pension payments subject to this Section 3.13 shall be limited to monthly pension payments to a Pensioner or to monthly payments or death benefits to the survivor of a Pensioner.

**SECTION 3.14: NON-DUPLICATION OF PENSIONS.**

- (a) A Participant or Beneficiary shall be entitled only to one pension under this Plan, except that a Disability Pensioner who ceases to be disabled may be entitled to a different type of pension, and nothing shall preclude a Participant from receiving a pension in his own right in addition to a survivor's pension. A Participant who is eligible for more than one type of pension under this Plan is entitled to elect the type of pension he will receive.
- (b) Notwithstanding anything to the contrary in (a), above, a Participant's total pension benefit at retirement may be composed of parts earned under different Schedules of the Funding Rehabilitation Plan or otherwise under different rules.

**SECTION 3.15: WHOLE DOLLAR AMOUNTS.**

If the monthly pension benefit amount is not a whole dollar amount, it shall be rounded to the next higher dollar amount. Benefits are payable only in United States dollar amounts.

**SECTION 3.16: APPLICATION OF BENEFIT INCREASES.**

- (a) The pension to which a Participant is entitled shall be determined under the terms of the Plan as in effect at the time the Participant separates from Covered Employment. A Participant shall be deemed to have separated from Covered Employment on the last day of work, which is followed by a one-year break-in-service.
- (b) If a participant returns to Covered Employment after a one-year break-in-service, and he subsequently earns at least one (1) year of Pension Credit but less than five (5) years, then his pension amount at retirement will be based on the benefit levels in effect at the time the additional Pension Credits are earned, but only for the Pension Credit earned after the one-year break-in-service. Credits earned prior to the first one-year break will remain at the benefit level in effect at that time.

- (c) If a Participant returns to Covered Employment after a one-year break-in-service has taken place, then his pension amount at retirement for service before the one-year break shall not be raised to reflect any increases in benefit levels adopted during his absence from Covered Employment, unless he subsequently earns at least five (5) years of Pension Credit.

**SECTION 3.17: WIDOW/WIDOWER’S PENSION—ELIGIBILITY.**

The Spouse of any active or inactive Participant who has achieved Vested Status and who dies on or after January 1, 1984, but before actual retirement, shall be entitled to a Widow/Widower’s Pension.

**SECTION 3.18: WIDOW/WIDOWER’S PENSION—AMOUNT AND COMMENCEMENT.**

- (a) The amount of the pension payable to a surviving Spouse under this Section shall be one-half (50%) of the monthly amount that would have been payable to the Participant had he or she retired on the day before the date of his or her death and had he or she not rejected a Joint and Survivor Pension. If the Participant was younger than age 55 on the date of his or her death, the amount payable to the Spouse shall be calculated as though the Participant was age 55 on the date of death.
- (b) The pension to the Spouse shall be payable as of the first day of the month following the month in which the Participant dies provided the Participant had reached age 55 at the time of death. If the Participant was younger than age 55 on the date of death, then the pension shall be calculated as provided in (a) above and shall start with the month in which the Participant would have attained age 55.
- (c) Payments to the Spouse under this Section 3.18 shall end with the payment for the month during which the death of the Spouse occurs. There shall be no provision for the election of any option or guarantee of any minimum period of benefits to the Spouse or any Beneficiary.
- (d) A Spouse may delay the start of a Widow/Widower’s Pension to a date later than the month in which the Participant would have reached age 55, but benefits must begin no later than the month in which the Participant would have reached age his or her Required Beginning Date. If the benefit is delayed, the amount will be calculated based on the age the Participant would have reached on the Annuity Starting Date had he or she lived.
- (e) A Widow/Widower’s Pension shall only be paid if the surviving Spouse is alive on the date payments are scheduled to start.
- (f) In lieu of the benefit described in subsection (a) through (e) above, the surviving Spouse of a Participant who dies prior to retirement and during the period beginning January 1, 1997 and ending December 31, 2018, may elect to receive the following optional benefit. This option would provide an immediate lump sum death benefit payable the month after the Participant’s death, in an amount Actuarially Equivalent of 25% of the survivor pension payable at the date the Participant would have been age 55. The remaining 75% of the benefit will be deferred

until the date the participant would have been age 55. This optional immediate lump sum benefit is eliminated for deaths occurring on and after January 1, 2019.

**SECTION 3.19: DEATH BENEFIT.**

- (a) In the case of a Participant, active or inactive, who on the date of his or her death: (1) was not married nor had a surviving spouse under a Qualified Domestic Relations Order; (2) was not retired under this Plan; (3) had attained Vested Status; (4) had at least five (5) Pension Credits; and (5) was not an Inactive Participant under the Funding Rehabilitation Plan, a \$5,000 Death Benefit is payable. The Death Benefit will be paid to the Designated Beneficiary or Beneficiaries of the Participant, if any. If there is no Designated Beneficiary, the Death Benefit will be paid to the surviving child or children (natural or adopted) of the Participant, and divided equally among them if there are two or more surviving children. If there are no surviving children, then the payment shall be made, divided equally, to the surviving parents of the Participant. If there are no surviving parents, then the payment shall be made, divided equally, to the surviving brother or sisters of the Participant. If there are no such survivors, payment will be made to the Participant's estate. A half-sibling or step-sibling shall be considered a sibling.
- (b) This Section does not apply to Inactive Participants under the Funding Rehabilitation Plan. See Article XVI, Section 16.03(g) (Death Benefits).

**ARTICLE IV: PENSION CREDITS,  
VESTING SERVICE, AND BREAKS IN SERVICE**

**SECTION 4.01: PENSION CREDIT FOR EMPLOYMENT BEFORE JANUARY 1, 1976.**

**During the Contribution Period.** A Participant shall be given Future Service Pension Credit for his Hours of Service in Covered Employment during his Employer’s Contribution Period before January 1, 1976, in accordance with the following schedule:

<b>Hours of Service in Calendar Year For Which Contributions Are Made to Pension Fund</b>	<b>Future Service Pension Credit for Calendar Year</b>
Less than 150 hours	0 months
151 – 299	1 month
300 – 449	2 months
450 – 599	3 months
600 – 749	4 months
750 – 899	5 months
900 – 1,049	6 months
1,050 – 1,199	7 months
1,200 – 1,349	8 months
1,350 – 1,499	9 months
1,500 – 1,649	10 months
1,650 – 1,799	11 months
1,800 and over	12 months

**SECTION 4.02: PENSION CREDITS FOR EMPLOYMENT AFTER DECEMBER 31, 1975.**

**During the Contribution Period.** A Participant shall be given Future Service Pension Credit for his Hours of Service in Covered Employment during his Employer’s Contribution Period after December 31, 1975, in accordance with the following schedule:

<b>Hours of Service During Calendar Year</b>	<b>Future Service Pension Credit for Calendar Year</b>
1 – 166	1 month
167 – 332	2 months
333 – 499	3 months
500 – 666	4 months
667 – 832	5 months
833 – 999	6 months

1,000 – 1,166	7 months
1,167 – 1,332	8 months
1,333 – 1,499	9 months
1,500 – 1,666	10 months
1,667 – 1,799	11 months
1,800 and over	12 months

Pension Credits include Related Service Credits under Article III, Section 3.13 (Reciprocal Pension) for the limited purposes of vesting and satisfying benefit eligibility (years of credit) requirements. Related Service Credits are not taken into account for benefit accrual purposes or for purposes of the three-month requirement under Article III, Section 3.08(c)(Disability Pension- Eligibility).

**SECTION 4.03: PENSION CREDITS FOR EMPLOYMENT BEFORE THE CONTRIBUTION PERIOD (PAST SERVICE CREDIT).**

- (a) With regard to employee groups first participating in the Pension Fund on or after January 1, 2006, no Pension Credit shall be granted for employment prior to the Contribution Period (“Past Service Credit”) unless the Board of Trustees expressly approves the granting of such credit in the Pension Funds written acceptance of the group into participation. Notwithstanding anything to the contrary in this Section, no Pension Credit shall be granted for employment prior to the Contribution Period if the Pension Fund’s writing accepting an employee group into participation expressly excludes the group from such credit. Further, the Board of Trustees may limit the extent to which an employee group is eligible for Pension Credit for employment before the Contribution Period in the Pension Fund’s writing accepting the group into participation. The rules of this Section apply if a group is otherwise eligible for Past Service Credit.
- (b) In order to qualify for Pension Credit for any years of employment prior to the Employer’s Contribution Period, a Participant must have worked at least 150 days or earned \$2,500.00 in each of the two Calendar Years immediately prior to the Calendar Year of the Contributing Employer’s first contribution. In addition, such employment must have been in a job classification and at a place of business covered by a Collective Bargaining Agreement between the Contributing Employer and the Union during each of the two (2) Calendar Years. If the Contributing Employer and the Union did not have a Collective Bargaining Agreement in effect for either or both of the two (2) Calendar Years, then work during that period in a job classification and at a place of business, both of which were covered by the first Collective Bargaining Agreement subsequently entered into by the Contributing Employer and the Union, may be counted toward the 150 days or \$2,500.00 requirement in each of the two (2) Calendar Years.

One exception to this two-year requirement shall be granted to a Participant who proves, on the basis of medical evidence satisfactory to the Board of Trustees, that his failure to work 150 days or earn \$2,500.00 during either or both of the two (2) Calendar Years was due to total



disability. If the participant so proves total disability during each of the two (2) Calendar Years, he shall be considered as having met this two-year requirement. If the participant so proves total disability during only one of the two years, he shall be considered as having met this two-year requirement only if he met the 150 days or \$2,500.00 requirement for the other Calendar Year under the conditions set forth above.

A second exception to this two-year requirement shall be granted to a Participant whose failure to meet the 150 days or \$2,500.00 requirement in either or both Calendar Years was due to his leaving employment of the Contributing Employer to enter the military service or to become an employee of a Participating Local Union or District Council. If the Participant was engaged in such military or Union service during both of the two Calendar Years, he shall be considered as having met this two-year requirement. If the Participant was engaged in such military or Union service during only one of the two Calendar Years, he shall be considered as having met this two-year requirement only if he met the 150 days or \$2,500.00 requirement for the other Calendar Year under the conditions set forth above.

A third exception to this two-year test rule requirement shall be granted to a Participant whose Employer first contributed to the Fund on or after January 1, 1976 and who ultimately accumulates at least five (5) years of Pension Credit during the Contribution Period under Section 4.02 of this Plan.

- (c) An exception to the two-year test rule shall be granted to a Participant whose Employer first contributed to the Fund on or after January 1, 1976 and who ultimately accumulates at least five (5) years of Pension Credit during the Contribution Period under Section 4.02 of this Plan.
- (d) A Participant who qualifies for Pension Credit by having met the requirement of the two-year test rule shall be given one year of Pension Credit for each year of Covered Employment prior to the Contribution Period in which he worked at least 150 days or earned \$2,500.00 for one or more Contributing Employers, provided that (a) such employment was in a job classification at a place of business covered by a Collective Bargaining Agreement then in effect between the Union and an employer who subsequently became a Contributing Employer, or (b) if such employment was prior to the time the first Collective Bargaining Agreement was signed by the Contributing Employer and the Union, the Participant's job classification during such period is included in the covered unit in the said first Collective Bargaining Agreement.
- (e) If a Participant worked for an employer who went out of business, and such business was taken over by a Contributing 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 subsection (a) and (b) hereof, if the Board of Trustees, in their sole discretion, are satisfied on the basis of evidence submitted to them, that it is appropriate to treat the Contributing Employer as one who has succeeded to the business of the employer who went out of business.
- (f) It is intended to grant pension credit only to Participants who have been more or less regularly employed by Contributing Employers in past years. If, in the past, a Participant had three consecutive calendar years in which he failed to meet the work requirement set forth in

subsection (b) hereof, he shall not be granted credit for any years prior to such three-year period, but he shall be granted credit for the years subsequent to the three-year period in which he meets said work requirement. However, no break in the continuity of the Participant's service shall be deemed to have occurred and there shall be no loss of prior credited service if the failure to meet the work requirement set forth in subsection (b) hereof, is attributable to:

- proven disability whether occupational or non-occupational involving incapacity to work in the capacity he was employed when he became disabled and lack of any other employment for a period not exceeding three years;
- military service of the United States in time of war or emergency or pursuant to a national conscription law, provided the Participant received a discharge which is not dishonorable and he makes himself available for Covered Employment within ninety (90) days after discharge or ninety (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; or
- service as a full-time elected or appointed officer or employee of the Union.

(g) **Special Rules for Employees of New Employers.** The Board of Trustees may adopt such rules for crediting employment before or during the Contribution Period as it considers appropriate and consistent with the other rules of this Article, to be applied to employees of the new employer accepted for participation as a Contributing Employer. In addition, special rules may be applied to special classes of employees, such as those not covered by a Collective Bargaining Agreement. Any special rules so adopted shall be set forth in a merger agreement, if applicable, or when the Board of Trustees accepts a new group for participation.

(h) Notwithstanding anything to the contrary herein, credit granted for periods of service before the Contribution Period (Past Service Credit) is granted on the condition that the Employer continues to participate in the Pension Fund, and such credit is subject to cancellation upon the termination of the Employer's obligation to contribute to the Pension Fund as provided elsewhere in these Rules & Regulations (including the Appendix).

**SECTION 4.04: VESTING CREDIT.**

(a) **General Rule.** A Participant shall be credited with one (1) year of Vesting Credit for each Calendar Year during the Contribution Period (including periods before he became a Participant) in which he worked in Covered Employment for 1,000 hours or more. A Participant who works less than 1,000 hours, but at least one (1) hour in a Calendar Year, shall receive partial years of Vesting Credit in accordance with the following schedule:

**VESTING CREDIT FOR EMPLOYMENT DURING A CONTRIBUTION PERIOD**

Hours of Service in Calendar Year	Vesting Credit for Calendar Year
1 – 166	1 month

167 – 332	2 months
333 – 499	3 months
500 – 666	4 months
667 – 832	5 months
833 – 999	6 months
1,000 or more	12 months (one year)

(b) **Continuous Employment.** If a Participant works for a Contributing Employer in a job not covered by this Plan and such employment is Continuous with his Covered Employment with that Employer, his hours of work in such non-covered job during the Contribution Period after December 31, 1975, shall be counted towards Vesting Credit.

(c) **Exceptions.** A Participant shall not be entitled to Vesting Credit for the following periods:

- (1) years preceding a Permanent Break in Service as defined in Section 4.05(c) for periods prior to January 1, 1976; and
- (2) years preceding a Permanent Break in Service as defined in Section 4.05(d).

**SECTION 4.05: BREAKS-IN-SERVICE.**

(a) **General.** A Participant who has not yet attained Vested Status when he incurs a Break-in-Service—an interruption in Covered Employment—will lose all of the Vesting Credit and Pension Credit he earned before the Break-in-Service if and when the Break-in-Service becomes a Permanent Break-in-Service. Resumption of Covered Employment after a Break-in-Service for a sufficient period prevents the Break-in-Service from becoming a Permanent Break-in-Service.

(b) **One-Year Break-in-Service.**

- (1) A Participant who has a One-Year Break-in-Service in any Calendar Year after December 31, 1975 in which he fails to complete 167 hours of service in Covered Employment.
- (2) Hours of Service in non-covered employment with a Contributing Employer which are creditable for vesting purposes shall be counted as if they were Covered Employment in determining whether a Break-in-Service has been incurred.
- (3) Solely for the purpose of determining whether a One-Year Break-in-Service has occurred beginning January 1, 1985, if a Participant is absent from Covered Employment by reason of (a) her pregnancy, (b) the birth of a child of such Participant, (c) the placement of a child with such Participant in connection with his or her adoption of such child, or (d) providing care for such child for a period beginning immediately following such birth or placement, the Hours of Service that otherwise would normally have been credited to such Participant but for such absences or, where that cannot be determined, eight Hours of Service per day of absence, shall be treated as Hours of Service hereunder

up to a maximum of 501 hours for each such pregnancy or placement. The Hours of Service so credited shall be applied to the year in which such absence begins if doing so will prevent the Participant from sustaining a One-Year Break-in-Service in that year, otherwise they shall be applied to the immediately following year. The Fund may require, as a condition of granting such credit, that the Participant establish to the satisfaction of the Board of Trustees that the absence is for one of the reasons specified and the period during which such absence occurred.

- (4) Solely for the purpose of determining whether a Participant has incurred a Break-in-Service, any leave of absence granted by an Employer that qualifies under the Family and Medical Leave Act (FMLA) or similar law shall not be counted as a Break-in-Service for purposes of determining eligibility and vesting.
  - (5) A One-Year Break-in-Service is repairable, in the sense that its effects are eliminated if, before incurring a Permanent Break-in-Service, the Participant subsequently earns a year of Vesting Credit. Previously earned years of Vesting Credit and Pension Credit shall be restored. However, nothing in this paragraph (5) shall change the effect of a Permanent Break-in-Service.
- (c) **Permanent Break-in-Service Before 1976.** A Participant shall have incurred a Permanent Break-in-Service if, before January 1, 1976, he failed to earn at least six (6) months of Pension Credit in any period of three consecutive years; except that any failure to earn the required credit because of disability, military service or service as an officer or employee of the Union shall not be considered a Permanent Break-in-Service.
- (d) **Permanent Break-in-Service Between 1975 and 1985:** A Participant has incurred 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 Credit with which he had been credited prior to the Break-in-Service.
- (e) **Permanent Break-in-Service After 1984.** A Participant who has not incurred a Permanent Break-in-Service under this Section 4.05 as of December 31, 1984 shall incur a Permanent Break-in-Service if he has at least five (5) consecutive One-Year Breaks-in-Service and the number of such consecutive One-Year Breaks-in-Service equals or exceeds the number of years of Vesting Credit with which he had been credited prior to the Break-in-Service.
- (f) **Effect of Permanent Break-in-Service.** If a Participant who has not achieved a Vested Status has a Permanent Break-in-Service:
- (1) His previous Pension Credit and Vesting Credit are cancelled; and
  - (2) His participation is cancelled. He may become a Participant again by meeting the requirements of Section 2.02.

#### **SECTION 4.06: VESTED STATUS.**

- (a) The benefits to which a Participant is entitled under this Plan upon his attainment of Normal Retirement Age are vested (non-forfeitable), subject to any retroactive amendment made within the limitations of Section 411(a)(3)(C) of the Internal Revenue Code and Section 302(c)(8) of ERISA. The benefits to which his surviving Spouse may be entitled shall likewise be non-forfeitable.
- (b) A Participant shall be considered to have attained Vested Status and shall have a right to receive a pension when he reaches Normal Retirement Age if he has at least five (5) years of Vesting Credit, at least one (1) year of which was earned during the Contribution Period. A Participant who has attained Vested Status may elect to receive benefits earlier than the Normal Retirement Age if he otherwise meets the age and service requirements for an Early Retirement Pension upon leaving Covered Employment and meeting the other conditions of eligibility.
- (c) Further, a Participant shall be considered to have attained Vested Status if he is employed in Covered Employment on the date he attains Normal Retirement Age. He shall also be entitled to receive a Regular Pension based upon his accrued Pension Credit.
- (d) If after January 1, 1989, there is a change in the vesting schedule, then any Participant who has accumulated at least three (3) years of Vesting Service at the time any change is effective shall have the right to elect to be covered under the previous vesting schedule instead of the new schedule.

#### **SECTION 4.07: MILITARY SERVICE.**

- (a) Notwithstanding any provision of this Plan to the contrary, Vesting Credit and Pension Credit shall be provided to the extent required in accordance with Section 414(u) of the Internal Revenue Code and USERRA with respect to qualified military service for an Employee who enters such military service and who returns to Covered Employment after such service within the time limits set by applicable law for this purpose. Further, the period of such qualified military service shall not be treated as a Break-in-Service. No individual Employer shall be required to make contributions for any hours of service credit granted to such an Employee for his or her military service.
- (b) If a Participant dies on or after January 1, 2007 while performing qualified military service (as defined in Code Section 414(u)(5)), the deceased Participant's beneficiaries shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan if such Participant had resumed Covered Employment and then terminated on account of death. In addition, the period of such Participant's qualified military service shall be treated as Vesting Credit under the Plan.

## **ARTICLE V: JOINT AND SURVIVOR PENSION**

### **SECTION 5.01: GENERAL.**

The normal form of payment for a married Participant is a Joint and Survivor Pension payable in the form of the “regular” option described in subsection (b) below. Under this form of payment, the Pensioner receives an adjusted monthly benefit for life, and upon his death his surviving Spouse receives a lifetime monthly benefit equal to 50% of the amount the Participant was receiving at the time of his death. Upon retirement, a Participant who elects the Joint and Survivor Pension or who fails to reject this option (jointly with his Spouse) shall be entitled to a choice of options as follows:

- (a) A “pop-up” option which provides that if the Pensioner’s Spouse predeceases the Pensioner, the Pensioner’s Joint and Survivor Pension benefit amount shall be restored to the standard monthly pension which would have been paid had no option been originally selected.
- (b) A “regular” option which provides that no change (increase or decrease) is made in a pensioner’s benefit in the event the Spouse predeceases the Pensioner.

### **SECTION 5.02: UPON RETIREMENT.**

- (a) All pensions shall be paid in the form of a “regular” option Joint and Survivor Pension, unless the Participant has filed with the Board of Trustees in writing a timely rejection of that form of pension, subject to all of the conditions of this Section. No rejection shall be effective unless the Spouse of the Participant has consented in writing to such rejection, and acknowledged the effect thereof, and such rejection and spousal consent is witnessed by a Notary Public. No spousal consent shall be required if it has been established to the satisfaction of the Board that there is no Spouse, that the Spouse cannot be located, or that such consent cannot be obtained for other extenuating reasons which are satisfactory to the Board and consistent with applicable law.
- (b) A Participant and his Spouse may reject the Joint and Survivor Pension (or revoke a previous rejection) at any time before the Annuity Starting Date of Pension, that is, before the first day of the first month for which a pension is payable. A Participant and his Spouse shall in any event have the right to exercise this choice up to 180 days after they have been advised, by the Board of the effect of such choice on the pension.

If the written rejection of the Joint and Survivor Pension is dated more than 180 days before the Annuity Starting Date, the Board of Trustees shall require that a new rejection form be completed by the Participant and the Spouse.

- (c) Notice to Participants

Within a period of no more than 180 days and no fewer than 30 days before the Annuity Starting Date (and consistent with Treasury regulations) the Trustees shall provide the Participant and his Spouse, if any, with a written explanation of:

- (1) the Joint and Survivor Pension and the Survivor's Option Pension, including a description of the full single life annuity;
- (2) the Participant's right to make and the effect of an election to waive the normal form of payment;
- (3) the right of the Participant's Spouse to consent to any election of an optional form of payment;
- (4) the right of the Participant to revoke such election during the 180 day election period that ends on the Annuity Starting Date, and the effect of such revocation;
- (5) a general explanation of the financial effect of electing an optional form of payment including the relative value of the optional forms of payments compared to the normal form of payment; and,
- (6) the right to defer any retirement benefit payment and the consequences of failing to defer payment of retirement benefits including a description of how much larger benefits will be if the commencement of retirement benefit payments is deferred.

#### **SECTION 5.03: ADJUSTMENT OF PENSION AMOUNT.**

Any pension which becomes effective on January 1, 1984 or later shall be adjusted for the Joint and Survivor Pension by multiplying the full amount otherwise payable by the following factors:

##### **POP-UP OPTION**

- (a) **Non-disability Retirement.** 89% plus .4% for each year that Spouse's age is greater than Pensioner's age or minus .4% for each year that Spouse's age is less than the Pensioner's age with a maximum factor of 99%.
- (b) **Disability Retirement.** 81% plus .4% for each year Spouse's age is greater than Pensioner's age or minus .4% for each year that Spouse's age is less than the Pensioner's age with a maximum factor of 99%.

##### **REGULAR OPTION**

- (a) **Non-disability Retirement.** 90% plus .4% for each year that Spouse's age is greater than Pensioner's age or minus .4% for each year that Spouse's age is less than the Pensioner's age with a maximum factor of 99%.

- (b) **Disability Retirement.** 82% plus .4% for each year Spouse's age is greater than Pensioner's age or minus .4% for each year that Spouse's age is less than the Pensioner's age with a maximum factor of 99%.

**SECTION 5.04: ADDITIONAL CONDITIONS.**

- (a) Joint and Survivor Pension shall not be effective unless the Pensioner and his or her spouse have been married to each other throughout the one-year period ending on the earlier of (i) the Annuity Starting Date of the Pensioner's pension, or (ii) the date of the Pensioner's death. However, a Pensioner and Spouse who marry within one year prior to the Annuity Starting Date of the Pensioner's pension shall be treated for purposes of this subsection as having been married for one year prior to the Annuity Starting Date of Pensioner's pension, if they were married to each other for at least a one-year period prior to the date of the Pensioner's death and if they notify the Board of Trustees in writing when they have been married for one year.
- (b) If a Pensioner who has not rejected the Joint and Survivor Pension dies after the Annuity Starting Date of his pension, the spouse to whom he was married during the one-year period ending on that Annuity Starting Date shall be entitled to a surviving Spouse pension, whether or not the Pensioner and spouse were married on the date of the Pensioner's death, unless a Qualified Domestic Relations Order (Article VII, Section 7.10) otherwise provides for the division or payment of the Pensioner's pension benefits.
- (c) A Joint and Survivor Pension shall not be effective with respect to the former Spouse of a Pensioner who is entitled under a Qualified Domestic Relations Order (Article VII, Section 7.10) to a portion of the Pensioner's pension, unless required by the order.
- (d) The Joint and Survivor Pension shall not be effective with respect to a Pensioner and Spouse who have rejected this form of payment in accordance with Section 5.02.
- (e) The Board of Trustees shall be entitled to rely upon written representations, consents, and revocations submitted by Participants or Spouses in making determinations under this Section and, unless such reliance is arbitrary or capricious, the Board of Trustees' determinations shall be final and binding, and shall discharge the Fund and the Board from liability to the extent of the payments made.

**SECTION 5.05: EFFECTIVE DATE.**

The provisions of this Article do not apply: (i) to a pension, the Effective Date of which was before 1976; or (ii) if the Participant or former Participant incurred a Break-in-Service before 1976, unless it was subsequently cured by a return to Covered Employment for sufficient time to accrue at least a minimum Pension Credit under Section 4.02, or the Participant becomes entitled to a pension the Effective Date of which is after December 31, 1975.



**SECTION 5.06: INAPPLICABILITY OF 60 CERTAIN PAYMENT GUARANTEE.**

When a Joint and Survivor Pension becomes effective or any other Survivor's Option Pension or 120 Certain Payment Option becomes effective, the benefits otherwise provided under Section 7.13 (60 Certain Payments) shall not be provided to the Pensioner and/or his Beneficiary.

**SECTION 5.07: CONTINUATION OF JOINT AND SURVIVOR PENSION.**

- (a) The Joint and Survivor Pension provided under this Article entitles a spouse to a lifetime pension upon the death of the Pensioner. If the Spouse shall die before the Pensioner, the Pensioner's benefit, if the Pop-up option was selected, shall be restored to the standard monthly pension which would have been paid had no option been originally selected. Restoration of the standard monthly pension to the Pensioner shall start with the payment for the month immediately following the month in which the Spouse dies.
- (b) If the Joint and Survivor Pension is effective and the Pensioner and Spouse are subsequently divorced, the monthly amount to the Pensioner shall remain reduced. The spouse shall continue to be eligible for the Joint and Survivor, unless a Qualified Domestic Relations Order (Article VII, Section 7.10) provides otherwise.

## ARTICLE VI: ADDITIONAL OPTIONAL FORMS OF PENSION

### SECTION 6.01: ADDITIONAL SURVIVING SPOUSE PROTECTION: SURVIVOR'S OPTION PENSION.

- (a) A Participant who is otherwise eligible for a Joint and Survivor Pension may elect to receive his or her pension in the form of a Survivor's Option Pension. Under the Survivor's Option Pension, the Participant will receive an actuarially reduced monthly benefit for his or her lifetime, and Participant's surviving Spouse will receive either seventy-five percent (75%) or one hundred percent (100%) of the Participant's monthly benefit for his or her lifetime after the Participant's death. When the Participant elects to receive his or her pension in this form, his or her must choose whether to provide a 75% or 100% surviving Spouse benefit. The choice will affect the amount by which the Participant's benefit is actuarially adjusted. If the Participant's Spouse predeceases him or her, the Participant's monthly benefit amount will remain reduced unless the Participant chose to include a "pop-up" option feature when he or she elected the Survivor's Option Pension.

This Article does not apply to Inactive Participants under the Funding Rehabilitation Plan. See Article XVI, Section 16.03(e) (Forms of Payment).

- (b) A Participant who elects the Survivor's Option Pension may choose to include a "pop-up" option feature. This feature restores the Participant's full benefit amount for months after his or her Spouse predeceases the Participant. The Participant's monthly benefit amount will be subject to an additional actuarial reduction if the Participant chooses this optional feature.
- (c) The pension of a Participant who elects the Survivor's Option Pension form of benefit shall be actuarially adjusted by multiplying the full amount otherwise payable by the following factors:

#### POP-UP OPTION

- (1) **Non-Disability Retirement 75%.** 84% plus .5% for each year that Spouse's age is greater than the Pensioner's age or minus .5% for each year that Spouse's age is less than the Pensioner's age with a maximum factor of 99%.
- (2) **Non-Disability Retirement 100%.** 79% plus .6% for each year that Spouse's age is greater than the Pensioner's age or minus .6% for each year that Spouse's age is less than the Pensioner's age with a maximum factor of 99%.
- (3) **Disability Retirement 75%.** 72.5% plus .4% for each year that Spouse's age is greater than the Pensioner's age or minus .4% for each year that Spouse's age is less than the Pensioner's age with a maximum factor of 99%.
- (4) **Disability Retirement 100%.** 66% plus .5% for each year that Spouse's age is greater than the Pensioner's age or minus .5% for each year that Spouse's age is less than the Pensioner's age with a maximum factor of 99%.

## REGULAR OPTION

- (1) **Non-Disability Retirement 75%.** 85% plus .6% for each year that Spouse's age is greater than the Pensioner's age or minus .6% for each year that Spouse's age is less than the Pensioner's age with a maximum factor of 99%.
  - (2) **Non-Disability Retirement 100%.** 81% plus .7% for each year that Spouse's age is greater than the Pensioner's age or minus .7% for each year that Spouse's age is less than the Pensioner's age with a maximum factor of 99%.
  - (3) **Disability Retirement 75%.** 74% plus .5% for each year that Spouse's age is greater than the Pensioner's age or minus .5% for each year that Spouse's age is less than the Pensioner's age with a maximum factor of 99%.
  - (4) **Disability Retirement 100%.** 67% plus .5% for each year that Spouse's age is greater than the Pensioner's age or minus .5% for each year that Spouse's age is less than the Pensioner's age with a maximum factor of 99%.
- (d) A Survivor's Option Pension shall not be effective under any of the following circumstances:
- (1) The death of a Participant takes place less than one (1) year after the written election is received by the Board of Trustees.
  - (2) The Participant and Spouse were not married to each other when pension payment began.
  - (3) The Spouse died before the one-year waiting period provided in (a) above has been completed.
  - (4) The Participant and the Spouse were divorced from each other before the one-year waiting period provided in (a) above has been completed.
  - (5) The amount of pension to the Participant or the Spouse will be \$20 or less after application of the actuarial formula.
  - (6) Once selected, and payment of the first pension check has taken place, the Survivor Option Pension may not be revoked. However, if the Spouse dies before the Pensioner, the Pensioner's benefit shall, if the pop-up option was selected, be restored to the standard monthly pension which would have been paid had no option been originally selected. Restoration of the standard monthly pension to the Pensioner shall start with the payment for the month immediately following the month in which the spouse dies. If the Pensioner and Spouse are divorced after the Survivor Option Pension becomes effective, the Pensioner's benefit shall remain reduced and the Spouse shall continue to be eligible for benefits on the death of the Pensioner, unless a Qualified Domestic Relations Order (Article 7, Section 7.10) provides otherwise.

**SECTION 6.02: INAPPLICABILITY OF 60 CERTAIN PAYMENTS GUARANTEE.**

When a Survivor's Option Pension becomes effective, the benefits otherwise provided under Section 7.13 (60 Certain Payments) shall not be provided to the Pensioner and/or his Beneficiary.

**SECTION 6.03: SOCIAL SECURITY OPTION.**

The Social Security Option form of benefit is eliminated for retirements on and after January 1, 2019.

**SECTION 6.04: 120 CERTAIN PAYMENTS OPTION.**

A Pensioner may elect to have his lifetime monthly benefit actuarially reduced so that if he dies before receiving 120 monthly pension payments, his designated primary or successor Beneficiaries will continue to receive the same monthly benefit until monthly payments to both the Pensioner and his designated Beneficiaries total 120. In other words, this Option allows the Pensioner to receive a pension for his lifetime but with a guarantee that at least 120 monthly benefit payments will be made to him and his designated Beneficiaries if he dies before he receives 120 monthly benefit payments.

- (a) This 120 Certain Payments Option is subject to the following conditions:
  - (1) This Option can be elected by the Pensioner only on his pension application in the form provided for this purpose by Board of Trustees.
  - (2) This Option is available only to a Pensioner with at least five (5) years of Pension Credit who is approved for a pension, and to Disability Pensioners who retire on or after January 1, 1989.
  - (3) Once this Option is elected, it cannot be revoked.
  - (4) This Option is in substitution for the 60 Certain Payments Guarantee provided in Section 7.13.
  - (5) This Option is not available to a Pensioner who elects a Joint and Survivor Pension, or other Survivor Options, or Social Security Option.
- (b) For a pension payable on January 1, 1984 or later, the pension payable under this Option shall be determined by multiplying the monthly amount which would otherwise be payable, by the factor in the following table appropriate to the Pensioner's age on the Effective Date of Retirement:

<b>Age</b>	<b>Factor</b>
55	.9780

56	.9756
57	.9730
58	.9700
59	.9666
60	.9627
61	.9584
62	.9535
63	.9480
64	.9419
65	.9352
66	.9279
67	.9202
68	.9120
69	.9034
70	.8943
71	.8846
72	.8743
73	.8633
74	.8515
75	.8390
76	.8258
77	.8121
78	.7985
79	.7850
80	.7716
81	.7587
82	.7462
83	.7340
84	.7224
85	.7112
86	.7004
87	.6901
88	.6802
89	.6707
90	.6616

**NOTE: These factors are subject to periodic change in accordance with law.**

**DISABILITY PENSIONERS (AFTER JANUARY 1, 1989)**

<b>Age</b>	<b>Factor</b>
30	.9163
31	.9162

32	.9162
33	.9160
34	.9159
35	.9158
36	.9156
37	.9154
38	.9152
39	.9150
40	.9146
41	.9143
42	.9139
43	.9134
44	.9128
45	.9121
46	.9113
47	.9103
48	.9092
49	.9079
50	.9065
51	.9048
52	.9029
53	.9008
54	.8985
55	.8959
56	.8931
57	.8900
58	.8868
59	.8833
60	.8795
61	.8753
62	.8707
63	.8657
64	.8603

**NOTE: These factors are subject to periodic change in accordance with law.**

- (c) (1) If the Pensioner and his designated primary and successor Beneficiaries all die prior to the receipt of the full 120 monthly payments, no further benefits shall be payable.
- (2) This subsection (c)(2) makes provision for compliance with Section 401(a)(9) of the Internal Revenue Code, which, in general, limits payment after death of the Pensioner and of a spouse entitled to benefits to a period of five years. The following modification of payments applies to any choice of option made after December 1, 1983.

- (3) If, following (the later of) the death of the Pensioner or a surviving spouse entitled to benefits, payments pursuant to this optional form of payment would, absent this limitation, continue for more than five (5) years, the actuarial value of such payments as of (the later of) the death of the Pensioner and the surviving spouse entitled to benefits shall be paid in 60 equal monthly payments.
- (4) This limitation shall only apply to benefits paid to a surviving Beneficiary other than the Pensioner's spouse to the extent required by Section 401(a)(9) of the Internal Revenue Code as in effect on the date of the Pensioner's death.
- (5) The conversion of the actuarial value of payments due under subsection (3) above into 60 equal payments shall be computed based on the Applicable Mortality Table and Applicable Interest Rate.

**SECTION 6.05: PARTIAL LUMP-SUM PAYMENT OPTION.**

The Partial Lump Sum Option form of benefit is eliminated for retirements on and after January 1, 2019.

## **ARTICLE VII: APPLICATIONS, BENEFIT PAYMENTS, AND RETIREMENT**

### **SECTION 7.01: APPLICATIONS.**

No pension is payable unless and until the Fund's administrative office receives a completed application in a form and manner set by the Board of Trustees. A pension is generally effective as of the first day of the month following the month during which the application is received, with exceptions for Participants who do not apply for their pensions until after Normal Retirement Age. The Board of Trustees may authorize completion and submission of an application through the Fund's website.

### **SECTION 7.02: INFORMATION AND PROOF.**

Every Participant or Pensioner shall furnish, at the request of the Board of Trustees, any information or proof reasonably required to determine his benefit rights. If a Participant makes a willfully false statement material to his application or furnishes fraudulent information or proof material to his claim, benefits not vested under this Plan (as defined in Section 4.06) may be denied, suspended, or discontinued. The Board of Trustees shall have the right to recover any benefit payments made in reliance on any false or fraudulent statement, information, or proof submitted by a Participant or Pensioner, or which were otherwise made in error.

### **SECTION 7.03: ROLE OF THE BOARD OF TRUSTEES.**

The Board of Trustees has full, exclusive discretion and authority to decide all questions relating to the interpretation and application of this Plan and all rules, procedures and documents relating to the Plan and Fund, including all factual issues. All claims and disputes relating to the interpretation or application of the Plan or Fund's rules, regulations and procedures, as well as any other claim relating to obligations of the Fund, including claims and disputes relating to rights, obligations, or benefits under the Plan, shall be decided under the claims and appeals procedures of the Plan, and the Board of Trustees shall be the sole judge of such claims and disputes. All decisions of the Board of Trustees shall be final and binding on all persons, subject that such judicial review as may be provided by federal law after exhaustion of the claims and appeals procedures under this Plan.

### **SECTION 7.04: CLAIMS AND APPEALS PROCEDURES.**

- (a) **Benefit Claims:** No benefits shall be payable under this Plan unless a Participant or Beneficiary submits to the Fund Office an application for benefits in the form prescribed by the Board of Trustees. The submission to the Fund Office of an application for benefits shall constitute a benefit claim. An individual who submits a claim is referred to as a Claimant.
- (b) **Other Claims:** This procedure shall also apply to any other claim relating to rights and obligations relating to the Fund.



- (c) **Authorized Representatives:** An application for benefits must be signed by the Claimant. However, the Claimant may designate an authorized representative to otherwise act on behalf of the Claimant with regard to his or her application. A person will be recognized as the authorized representative of a Claimant only if the Claimant submits to the Fund Office a written designation that is acceptable to the Pension Fund. The Pension Fund may require use of special form for this purpose, and may require that the designated representative acknowledge his or her acceptance of the designation. When a Claimant has designated an authorized representative, the Pension Fund shall be entitled to rely on that designation and deal with the authorized representative as if he/she were the Claimant. All communications with and acts by the authorized representative shall be given the same effect as if they were communications with and acts by the Claimant.
- (d) **Initial Decision On Claim:** The Fund Office will review each application or claim and make a decision on whether to grant, deny, or deny in part the application or claim based on the Fund's Rules and Regulations as consistently applied to similarly situated claimants. The Fund Office may obtain such medical or other professional advice as it deems appropriate to decide the claim. The Fund Office will notify the Claimant in writing whether the claim has been granted, denied, or denied in part.
- (1) If a claim is wholly denied or partially denied, the Fund Office will notify the Claimant within ninety (90) days after receipt of the application by the Fund Office, unless the Fund Office determines that special circumstances require an extension of that period for up to ninety (90) additional days. If such an extension is required, the Fund Office will notify the Claimant in writing of the need for the extension, including the reason why the extension is needed and the date by which the Fund Office expects to be able to make a decision.
  - (2) If an extension under paragraph (1) is required because of the Claimant's failure to provide necessary information, the ninety (90) day period shall be tolled from the date on which the notice of extension is sent to the Claimant until the date on which the Claimant provides the information to the Fund Office. If an extension under paragraph (1) is needed because of a delay in receiving information from the Social Security Administration or for any other reason beyond the control of the Fund, the ninety (90) day period shall be tolled from the date on which the notice of extension is sent to the Claimant until the date on which the information is received from the Social Security Administration, or the reason is corrected.
  - (3) The Fund Office may request that a Claimant agree to a longer extension if required by the Fund Office to complete processing of the application.
  - (4) A notice of denial will include: the reason(s) for the denial; a reference to the specific provision(s) of the Rules and Regulations on which the denial is based; a description of any additional material or information needed to perfect the claim and an explanation why it is necessary; a description of the procedure and time limit for appeal of the denial; a statement of the Claimant's right to bring a civil action under ERISA, if and when his

or her appeal is denied, if he or she has legal grounds for doing so, and any other information required by applicable law or regulation.

- (e) **Appeals:** A Claimant whose claim is denied in whole or in part by the Fund Office may appeal that denial to the Board of Trustees.
- (1) An appeal must be submitted in writing to the Fund Office within sixty (60) calendar days after the Claimant receives the notice of denial of his or her claim from the Fund Office.
  - (2) The appeal shall state the reasons why the Claimant believes that the denial of the claim by the Fund Office was wrong. The Claimant may also submit any written comments, records, documents, and other information to support the appeal.
  - (3) A Claimant will be provided, upon written request to the Fund Office, reasonable access to and copies of all documents, records or other information held by the Fund that is relevant to the claim.
  - (4) The claim and appeal will be given a full and fair review, taking into account all relevant comments, records, documents, and other information submitted by the Claimant, without regard to whether such information was submitted or considered at the time of the initial decision on the claim.
  - (5) The Board of Trustees may delegate its responsibility and authority with respect to appeals to an Appeals Committee of the Board. The Board of Appeals Committee shall conduct appeals reviews no less frequently than quarterly. A decision by the Committee shall have the same effect as a decision by the full Board.
  - (6) The Board of Trustees or Appeals Committee normally will decide an appeal at the first appeals review session following the receipt of the appeal by the Fund Office. However, if the appeal is received within thirty (30) days before an appeals review session, the appeal may be deferred until the next appeals review session. If the Board or Committee determines that special circumstances require an extension of the time for consideration of an appeal, the appeal will be decided by no later than the third appeals review session following receipt of the appeal. If such an extension is required, the Fund Office will notify the Claimant in writing of the need for the extension, including the reason(s) why the extension is needed and the date by which the Board or Committee expects to be able to make a decision. The Board or Committee may request that a Claimant agree to a longer extension if required by the Board or Committee to complete its review of the appeal.
  - (7) A decision on an appeal by the Board of Trustees or Appeals Committee will be the final decision of the Pension Fund. However, the Board of Trustees or Appeals Committee may, in its discretion, agree to rehear an appeal for good cause shown.

- (8) The Fund Office will notify the Claimant in writing or electronically of the Board of Trustees' or Appeals Committee's decision on the appeal within five (5) business days after the decision is made. If the appeal is denied in whole or in part, the notice will include: the specific reason(s) of the decision; a reference to the specific provision(s) of the Rules and Regulations on which the decision is based; a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claim; a statement of the Claimant's right to bring a civil action under ERISA if he or she has legal grounds for doing so, and any other information required by applicable law or regulations.
  - (9) The Board of Trustees may obtain medical, vocational, and other professional advice in deciding an appeal and may rely on the same.
- (f) **Disability Pension Claims-Special Rules:** If a Claimant is applying for a Disability Pension based on a Social Security Administration determination that the Claimant is disabled and eligible for disability benefits from that program, the provisions of Subsections (a) through (e), above, shall be applicable to the claim. If a Claimant is applying for a Disability Pension, but is not relying on a Social Security Administration determination of disability, the following special rules of this Subsection (f) shall also apply with respect to the claim and shall supersede any contrary provision of Subsections (a) through (e).
- (1) Initial Decision On Special Rule Claim:
    - (i) If the claim is wholly denied or partially denied, the Fund Office will notify the Claimant within forty-five (45) days after receipt of the application by the Fund Office, unless the Fund Office determines that special circumstances beyond the Fund's control require an extension of that period for up to thirty (30) additional days. If such an extension is required, the Fund Office will notify the Claimant before the expiration of the forty-five (45) day period, in writing, of the need for the extension, including the reason why the extension is needed, the date by which the Fund Office expects to be able to make a decision, the standards on which entitlement to the benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve the issues.
    - (ii) If the Fund Office determines that special circumstances beyond the Fund's control require an additional extension for up to thirty (30) days, the Fund Office will notify the Claimant before the expiration of the first extension, in writing, of the need for the extension and the notice shall include the same information as the first extension notice.
    - (iii) If an extension is required because of the Claimant's failure to provide necessary information, the decision period shall be tolled from the date on which the notice of extension is sent to the Claimant until the date on which the Claimant provides the information to the Fund Office. The Claimant shall be given at least forty-five (45) days to provide any required information.

(iv) A notice to a Claimant of the denial of his or her application for a Disability Pension, in whole or in part, will include, in addition to the information described in Subsection (d)(4), above, the following information in a culturally and linguistically appropriate manner as prescribed by 29 CFR Section 2560.503-1: The specific reason(s) for the adverse determination.

- The specific reason(s) for the adverse determination.
- Reference to the specific provision(s) of the Rules & Regulations on which the determination is based, as well as any internal rules, guidelines, protocols, standards or similar criteria relied upon in making the determination or, alternatively, a statement that such internal rules, guidelines, protocols, standards or similar criteria do not exist.
- A discussion of the decision including: the specific reason(s) for the adverse determination; an explanation of any disagreement with views presented by the Claimant of any health care professional treating the Claimant or vocational professionals who evaluated the Claimant; an explanation of any disagreement with views of medical or vocational experts whose advice was obtained by the Fund without regard to whether the advice was relied on in making the adverse determination; and an explanation of any disagreement with any Social Security Administration disability determination regarding the Claimant.
- A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why it is needed.
- A statement that the adverse determination can be appealed to the Board of Trustees and the time limit for appealing.
- A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Claimant's claim for benefits within the meaning of 29 CFR Section 2560.503-1(m)(8).
- A statement that the Claimant has a right under ERISA Section 502(a) to bring a civil action after receiving a decision on appeal.

(2) Appeals of Special Rule Claim Denial:

- (i) An appeal must be submitted in writing to the Fund Office within one hundred eighty (180) calendar days after the Claimant receives the notice of denial of his or her claim from the Fund Office. The appeal shall state the reasons why the Claimant believes that the denial of the claim by the Fund Office was wrong. The

Claimant may also submit any written comments, records, documents, and other information to support the appeal.

- (ii) A Claimant will be provided, upon written request to the Fund Office, reasonable access to and copies of all documents, records or other information held by the Fund that is relevant to the claim. The Claimant shall also be provided with identification of any medical or vocational expert whose advice was obtained in connection with the denial, even if the advice was not relied upon in denying the claim.

Before a decision on appeal is rendered, the Fund Administrator will send to the Claimant, free of charge, any new or additional evidence considered, relied upon or generated by the Board or Appeals Committee in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of a final decision so that the Claimant has a reasonable opportunity to respond to the evidence.

Further, before a decision on appeal can be based on a new or additional rationale, the Fund Administrator will send to the Claimant, free of charge, the rationale. Such rationale will be provided as soon as possible and sufficiently in advance of a final decision so that the Claimant has a reasonable opportunity to respond to the rationale.

- (iii) The review of the appeal will not give deference to the initial decision of the Fund Office.
- (iv) If the denial was based in whole or in part, on medical judgment, the Board or Committee shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The professional must not have been consulted by the Fund Office in connection with the initial decision on the claim nor subordinate to any professional consulted in connection with the initial decision.
- (v) If an appeal is denied by the Board or Appeals Committee, the notice of denial to the Claimant will include all of the information described in Section 7.04f(1)(iv), above, to the extent relevant. In addition, the notice will include:
  - A statement that the Claimant has a right under ERISA Section 502(a) to bring a civil action if he or she wishes to contest the appeals decision.
  - A statement that the any civil action under ERISA Section 502(a) must be filed within twelve (12) months after the Claimant receives the notice of the appeals decision, and the calendar date on which this limitations period ends for the Claimants. For purposes of calculating this limitations period, it will be assumed that the Claimant received the notice five (5) United States Postal

Service delivery days after the notice was placed in the U.S. Mail, first class postage prepaid, unless the Claimant proves otherwise.

- (g) **Electronic Notices:** Notices required or permitted under this Section may be provided electronically, instead of in writing, to the extent permitted by and in accordance with Labor Department regulations governing claims and appeals procedures and electronic communications.
- (h) **Consistency of Decision-Making:** To ensure consistency in making decisions of benefit claims, the Fund Office, the Board and the Appeals Committee shall consistently apply the written rules and procedures of the Fund with respect to all benefit claims. Claims, and claims for a Disability Pension in particular, will be adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in decision making within the meaning of 29 CFR Section 2560.503-1(b)(7).
- (i) **Limitations Period For Filing Lawsuits:** No civil action contesting the denial of any pension application or claim by the Fund under ERISA Section 502(a) shall be filed before the Claims and Appeals Procedures of this Section 7.04 are exhausted; that is, until the Board or Appeals Committee has issued an appeals decision. Any such civil action must be filed within twelve (12) months after the Claimant receives the notice of the appeals decision, and the calendar date on which this limitations period ends for the Claimants. For purposes of calculating this limitations period, it will be assumed that the Claimant received the notice five (5) United States Postal Service delivery days after the notice was placed in the U.S. Mail, first class postage prepaid, unless the Claimant proves otherwise.

#### **SECTION 7.05: BENEFIT PAYMENT GENERALLY.**

- (a) A Participant who is eligible to receive benefits under this Plan and who makes application in accordance with the rules of the Pension Plan shall be entitled upon retirement to receive the monthly benefits provided for the remainder of his life, subject to the other provisions of this Article and of any other applicable provisions of this Plan.
- (b) The fact that a Participant meets the requirement for the Deferred Pension is not itself any guarantee that benefits will be paid. No benefits shall be payable unless the Participant makes an application, is alive and retired on the date the pension is to be effective, and meets the age requirement for a pension on the effective date of his pension.
- (c) Pension benefits shall be payable effective with the month following the month in which the Participant has fulfilled all the conditions for entitlement to benefits including the requirement of Section 7.01 for the filing of an application with the Board of Trustees, except as otherwise provided in Section 1.28 (“Annuity Starting Date”).

However, a Participant may elect in writing, filed with the Fund Office, to begin receiving benefits on some later date.

Pension benefit payments shall cease as of the month in which the death of the Pensioner occurs except as provided in accordance with a Joint and Survivor Pension, Survivor Option, or any other provision of this Plan for payment after the death of the Pensioner.

- (d) Payment of benefits may begin sooner, but shall begin no later than 60 days after the last of the following dates (except where otherwise elected in accordance with (c) above):
  - (1) the end of the Plan Year in which the Participant (A) attained Normal Retirement Age, or, if sooner, (B) completed the age and service requirements for eligibility for pension payment, including the age necessary for payment of any Deferred Pension to begin;
  - (2) the end of the Plan Year in which the Participant retired;
  - (3) the date the Participant filed a claim for benefits; and
  - (4) the date the Board of Trustees was first able to ascertain entitlement to, or the amount of, the pension.
  - (5) Payment of benefits shall include retroactive payment for any months for which the pension is due and payable in accordance with paragraph (b) of this section.
- (e) A Participant may, however, elect in writing filed with the Board of Trustees to receive benefits first payable for a later month, provided that no such election may postpone the commencement of benefits to a date later than the April 1<sup>st</sup> following the Calendar Year in which a Participant attained the Required Beginning Date, unless the Participant reached the Required Beginning Date. If the Participant owns 5% or more of the outstanding stock of a Contributing Employer, or if he reached age the Required Beginning Date, then the pension will start the following month even if the Participant has not separated from service.
- (f) A Participant who begins receiving pension benefits in accordance with paragraph (e) above, and who does not separate from Covered Employment, will continue to earn Pension Credit in accordance with Section 4.02. His or her pension will be recalculated as of each December 31<sup>st</sup>, and he or she will receive the additional amount with an effective date of January 1<sup>st</sup> of the following Calendar Year.
- (g) Delayed Retirement.
  - (1) If the Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit shall be the greater of:
    - (i) the benefit payable on the Annuity Starting Date in accordance with Section 3.03; or
    - (ii) the accrued benefit as of the Participant's Normal Retirement Age actuarially increased for each complete calendar month between the Normal Retirement Age and the Annuity Starting Date for which benefits were not suspended.

The actuarial increase described in this subsection (1) shall be 1% per month for the first 60 months after age 65 and 1.5% per month for each month thereafter until the Required Beginning Date.

In the event a Participant fails to apply for pension benefits immediately upon retirement, the benefit payable under subsection (i) shall be determined in accordance with Section 3.03, based on the service accrued and the rules in effect on the date of retirement. Such benefit shall then be actuarially increased for each complete calendar month between the date of retirement and the Annuity Starting Date for which benefits were not suspended.

In the case of a Participant whose payments commence after the Required Beginning Date, any benefit payments that should have been paid between the Required Beginning Date and the date benefit payments actually commence shall be paid as a single sum with interest, adjusted to the legally required rate.

- (2) In lieu of the monthly benefit payable under paragraph (1) above, a Participant who has reached his Normal Retirement Age but who failed to make an application at his earliest eligibility date shall be entitled to elect to receive his benefits retroactive to (and determined as of) the first day of the month following the Participant's Normal Retirement Age (the "Retroactive Annuity Starting Date"). The amount of the benefits attributable to the period beginning on the Participant's Retroactive Annuity Starting Date until the date the Participant submits his or her application and commences benefit payments (during which the Participant's benefits were not suspended) shall be paid as a lump sum payment with interest, adjusted to the Applicable Federal Short-Term Rate in effect each January.
  - (i) Subsequent to a lump sum payment as described above, the monthly amount of benefit payable under this paragraph (2) shall be the same as the amount that would have been paid to the Participant had payments actually commenced on the Participant's Retroactive Annuity Starting Date.
  - (ii) The retroactive payments determined under this paragraph (2) shall be in lieu of any actuarial adjustment that might otherwise be due under paragraph (1)(ii) to such Participant by virtue of delayed commencement of benefits.
  - (iii) A Participant may elect to receive retroactive payments under this paragraph (2) only if all applicable notice and consent requirements, including but not limited to those of Code §§401(a)(11) and 417, and regulations issued thereunder, are satisfied. Such consent requirements include obtaining appropriate spousal consent to the election of retroactive payments in accordance with the provisions of Treas. Reg. §1.417(e)-1.
  - (iv) For purposes of satisfying the 30-day waiver requirements under Section 1.28, the consent requirements under Section 5.02(a) and marriage requirements under



Section 5.04(a), the Annuity Starting Date defined in Section 1.28, shall be used instead of the Retroactive Pension Commencement Date.

- (v) Any retroactive payment or actuarial adjustment under this paragraph, or paragraph (1) above, shall be determined in accordance with the provisions of Treas. Reg. §1.417(e)-1.
- (3) For the sake of clarity, this subsection (g)(Delayed Retirement) does not apply to periods during which the Participant remains in Covered Employment and continuing to accrue benefits. The Participant's pension is deemed to be suspended while he or she remains in Covered Employment and has not retired. In the case of an active Participant who has attained the Normal Retirement Age, it applies to the period after the Participant leaves Covered Employment and before he or she applies for his or her pension.

#### **SECTION 7.06: RETIREMENT.**

- (a) **General Rules.** A Participant will be considered retired or in retirement only if he or she has separated from Covered Employment with all Contributing Employers.
- (b) **Exceptions.** A Participant who has not separated from Covered Employment and who attains the Required Beginning Date, shall be considered retired as of the first day of the April following the Calendar Year in which he attained the Required Beginning Date for purposes of receiving a pension benefit from the Pension Fund.
- (c) **Delayed Retirement.** A Participant who is no longer in employment covered by the Pension Fund and who applies for benefits after Normal Retirement Age, but who was eligible to receive a pension at or after Normal Retirement Age, shall be entitled to receive benefits as of the first month following the date on which he attained the Normal Retirement Age or severed Covered Employment, whichever date is later.

#### **SECTION 7.07: SUSPENSION OF BENEFITS FOR POST-RETIREMENT EMPLOYMENT.**

- (a) **Before Normal Retirement Age.** The monthly benefit of a Pensioner shall be suspended for any month in which the Pensioner is employed (worked or was paid) for more than seventy-nine (79) hours in disqualifying employment before he has attained Normal Retirement Age. "Disqualifying Employment," for the period before Normal Retirement Age, is self-employment or any employment with a Contributing Employer or a company doing the same type of work as a Contributing Employer, provided such self-employment or employment:
  - (1) is an Industry falling within the trade jurisdiction of the Union, and
  - (2) is in a geographic area under the jurisdiction of the Pension Fund.

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

- (b) **After Normal Retirement Age.**

- (1) If the Pensioner has attained Normal Retirement Age, his monthly benefit shall be suspended for any month in which he worked or was paid for more than seventy-nine (79) hours in Disqualifying Employment. After attainment of Normal Retirement Age, “Disqualifying Employment” means (A) self-employment or employment with an employer covered by the Plan when the Pensioner’s pension payments began, (B) in the geographic area covered by the Plan when the Pensioner’s pension began, and (C) in any Industry in which the Pensioner worked under the Plan at any time or any Industry covered by the Plan at the time the Pensioner’s pension payments begin. However, in any event, any work for more than seventy-nine (79) hours in a month for which contributions are required to be made to the Fund shall be disqualifying.
  - (2) The geographic area covered by the Plan is the entire United States with the exception of the States of Vermont and North Carolina. Any other area covered by the Plan when the Pensioner’s pension began or, but for suspension under this Article, would have begun, will also be included in this rule.
  - (3) Paid non-work shall be counted toward the measure of seventy-nine (79) hours if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. A Pensioner shall be considered as paid for a day if he is paid for at least one hour of work or non-work time, as described in the preceding sentence, performed on or attributed to that day.
- (c) **Definition of Suspension.** “Suspension of Benefits” for a month means non-entitlement to benefits for the month. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recoverable through deductions from future pension payments, pursuant to subsection (f)(2).
- (d) **Notices.**
- (1) Upon commencement of pension payments, the Board of Trustees shall notify the Pensioner of the Plan rules governing Suspension of Benefits, including the identity of the industries and area covered by the Plan. If benefits have been suspended and payment resumed, a new notification shall, upon resumption, be given to the Pensioner if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.
  - (2) A Pensioner shall notify the Plan in writing within 30 days after starting any work of a type that is or may be disqualifying under the provisions of the Plan and without regard to the number of hours of such work (that is, whether or not for more than 79 hours in a month). If a Pensioner has worked in Disqualifying Employment in any month and has failed to give timely notice to the Plan of such employment, the Board of Trustees shall presume that he worked for more than seventy-nine (79) hours in a month and any subsequent month before the Pensioner gives notice that he has ceased Disqualifying Employment. The Pensioner shall have the right to overcome such presumption by

establishing that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits.

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

- (3) A Pensioner whose pension has been suspended shall notify the Plan in writing when his Disqualifying Employment has ended. The Board of Trustees shall have the right to hold back benefit payments until such notice is filed with the Plan.
  - (4) A Pensioner may request in writing that the Plan advise him whether specific employment would be disqualifying. The Plan shall provide the Pensioner with its determination within a reasonable amount of time.
  - (5) The Plan shall inform a Pensioner of any suspension of his benefits by notice given by personal delivery or first-class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, copy of the relevant provisions of the Plan, reference to the applicable regulation of the U.S. Department of Labor, and a statement of the procedure for securing a review of the suspension. In addition, the notice shall describe the procedure for the Pensioner to notify the Plan when his Disqualifying Employment ends. If the Plan intends to recover prior overpayments by offset under subsection (f)(2), the suspension notice shall explain the offset procedure and identify the amount expected to be recovered and the periods of employment to which they relate.
- (e) **Review.** A Pensioner shall be entitled to a review of a determination suspending his benefits by written request filed with the Board of Trustees within 180 days of the notice of suspension.

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

**(f) Resumption of Benefit Payments.**

- (1) Benefits shall be resumed for months after the last month for which benefits were suspended, with payments beginning no later than the third month after the last Calendar Month for which the Pensioner's benefit was suspended, provided the Pensioner has complied with the notification requirements of paragraph (d)(3) above.
- (2) Overpayments attributable to payments made for any month or months for which the Pensioner had disqualifying employment shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after the Pensioner attained Normal Retirement Age shall not exceed 25 percent of the pension amount (before deduction), except for the first pension payment due upon resumption of payments after a suspension, which shall be subject to a deduction without limitation. If a Pensioner dies before recoupment of

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

- (g) **Enforcement.** The Board of Trustees may waive or suspend enforcement of some or all of the provisions of this Section, on an individual or group basis, if it determines such action to be in the Fund's interests.

**SECTION 7.08: BENEFIT PAYMENTS FOLLOWING SUSPENSION.**

- (a) The monthly amount of pension when resumed after suspension shall be determined under paragraph (1) or (2), whichever is applicable, and adjusted for any option form of payment in accordance with paragraph (3).

Nothing in this section shall be understood to extend any benefit increase or adjustment effective after the Pensioner's initial retirement to the amount of pension under resumption of payment, except to the extent that it may be expressly directed by other provisions of the Plan.

- (1) Resumption before Normal Retirement Age. The amount shall be determined under this paragraph if, upon resumption (the end of the first month for which payment is resumed) the Pensioner had not yet attained Normal Retirement Age. The amount shall be determined as if it were then being determined for the first time, but on the basis of an adjusted age. The adjusted age shall be the age of the Pensioner at the beginning of the first month for which payment is resumed, reduced by the months for which he previously received benefits to which he was entitled.
  - (2) Resumption after Normal Retirement Age. The amount shall be determined under this paragraph, if, upon resumption (the end of the first month for which payment is resumed) the Pensioner had attained Normal Retirement Age. The amount shall be determined as if it were then being determined for the first time, but on the basis of an adjusted age. The adjusted age shall be the age of the Pensioner at the beginning of the first month for which payment is resumed reduced by the months for which he previously received benefits to which he was entitled.
  - (3) The amount determined under the above paragraphs shall be adjusted for the Joint and Survivor Pension or any other optional form of benefit in accordance with which the benefits of the Pensioner and any contingent annuitant or Beneficiary are payable.
- (b) (1) A Pensioner who returns to Covered Employment for an insufficient period of time to complete a year of Vesting Credit, shall not, on subsequent termination of employment, be entitled to a re-computation of pension amount based upon the additional service.
- (2) If a Pensioner returns to Covered Employment and completes a year of Vesting Credit, after January 1, 2024, upon his or her termination of that Covered Employment, he or she will be entitled to a prospective re-calculation of his or her pension amount based on the additional Pension Credits he or she earned while re-employed in Covered

Employment. In addition, if he or she would have earned more than 30 Pension Credits before his or her original retirement but for 30 Pension Credit maximum limit in effect at that time, he or she will be entitled to a prospective re-calculation of his or her pension amount based on all of the Pension Credits he or she would have earned but for the limit..

- (3) If a Pensioner who returns to Covered Employment completes at least five (5) years of Pension Credit, he shall, upon his subsequent retirement, be entitled to re-computation of his pension amount as if the pension were being determined for the first time.
- (c) Joint and Survivor Pension or Survivors Options in effect immediately prior to suspension of benefits, and any other benefit following the death of the Pensioner, shall remain effective if the Pensioner's death occurs while his benefits are in suspension. If a Pensioner has returned to Covered Employment, he shall not be entitled to a new election as to the Survivor's Pension Option or any other optional form of benefit.

**SECTION 7.09: INCOMPETENCE OR INCAPACITY OF A PENSIONER OR BENEFICIARY.**

- (a) In the event it is determined to the satisfaction of the Board of Trustees that a Pensioner or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due may be applied, in the discretion of the Board, the maintenance and support of such Pensioner or Beneficiary or to such person as the Board in its sole discretion finds to be an object of the natural bounty of the Pensioner or Beneficiary in the matter decided by the Board, unless, prior to such payment, claim shall have been made for such payment by a legally-appointed guardian, committee, or other legal representative appropriate to receive such payments on behalf of the Pensioner or Beneficiary.
- (b) Any Spouse or Beneficiary of a Participant who intentionally and without justification causes the death of the Participant shall not be entitled to any benefits under this Plan. This provision shall apply even in the absence of a criminal charge and conviction.

**SECTION 7.10: NON-ASSIGNMENT OF BENEFITS / QUALIFIED DOMESTIC RELATIONS ORDERS**

- (a) No Participant, Pensioner or Beneficiary entitled to any benefits under this Pension Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner his legal or beneficial interest, or any interest in assets of the Pension Fund, or benefits of this Pension Plan. Neither the Pension Fund nor any of the assets thereof, shall be liable for the debts of any Participant, Pensioner or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court or action or proceeding.
- (b) Notwithstanding subsection (a), above, benefits may be paid to an Alternate Payee in accordance with a Qualified Domestic Relations Order that complies with ERISA Section 206(d)(3). The Fund shall maintain written procedures for determining the qualified status of domestic relations orders and for administering distributions of benefits under qualified orders. Those procedures shall be binding on all Participants, Beneficiaries, and Alternate

Payees. The Fund shall not comply with orders which do not meet the requirements or ERISA Section 206(d)(3) and of the procedures adopted in accordance with this subsection.

- (c) Notwithstanding the provisions of (a) above, a Participant, Pensioner or Beneficiary may arrange with the Fund for the following:
- (1) The voluntary, revocable assignment and deduction of LIUNA union dues or LIUNA political action committee contributions to the extent, and under the conditions, permitted by the Internal Revenue Service regulations at 26 CFR §1.401(a)- 13(e) (“Special rule for certain arrangements”).
  - (2) The voluntary, revocable assignment to a third party of an amount up to 10% of his monthly benefit payable. Such assignment must be in writing, on a form approved by the Trustees. Such assignment is subject to approval by the Trustees and shall become effective for the first monthly benefit payable after approval is received by the Board of Trustees. Any assignment made under this subsection may be discontinued at any time by written request to the Trustees. The regular monthly payment will be restored for the month following the month in which the request is received by the Trustees.
- (d) Notwithstanding the foregoing, paragraph (a) shall not preclude any offset of a Participant’s benefits as provided under Code §401(a)(13) with respect to:
- (1) a judgment of conviction for a crime involving the Plan:
  - (2) a civil judgment, consent order or decree in an action for breach or alleged breach of fiduciary duty under ERISA involving the Plan; or
  - (3) 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 benefit.

**SECTION 7.11: NO RIGHT TO ASSETS.**

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

**SECTION 7.12: LIMITATIONS ON BENEFITS UNDER CODE SECTION 415**

In addition to any other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, effective for Limitation Years beginning on and after January 1, 2008, benefits under the Plan shall be limited in accordance with section 415 of the Code and the Treasury Regulations thereunder, in accordance with this Section. This Section 7.12 is intended to incorporate the

requirements of section 415 of the Code and the Treasury Regulations issued thereunder by reference except as otherwise specified herein.

(a) Definitions. For purposes of this Section 7.12, the following terms shall have the following meanings:

(1) Limitation Year.

“Limitation Year” means the Calendar Year.

(2) Plan Benefit.

“Plan Benefit” means, as of any date, the amount of a Participant’s benefit as determined under the applicable provisions of the Plan before the application of the limits in this Section 7.12.

(b) Limit on Accrued Benefits.

For Limitation Years beginning on or after January 1, 2008, in no event shall a Participant’s benefit accrued under the Plan for a Limitation Year exceed the annual dollar limit determined in accordance with section 415 of the Code and the Treasury Regulations thereunder (the “annual dollar limit”) for that Limitation Year. If a Participant’s Plan Benefit for a Limitation Year beginning on or after January 1, 2008 would exceed the annual dollar limit for that Limitation Year, the accrued benefit, but not the Plan Benefit, shall be frozen or reduced so that the accrued benefit does not exceed the annual dollar limit for that Limitation Year.

(c) Limits on Benefits Distributed or Paid.

For Limitation Years beginning on or after January 1, 2008, in no event shall the annual amount of the benefit distributed or otherwise payable to or with respect to a Participant under the Plan in a Limitation Year exceed the annual dollar limit for that Limitation Year. If the benefit distributable or otherwise payable in a Limitation Year would exceed the annual dollar limit for that Limitation Year, the benefit shall be reduced so that the benefit distributed or otherwise payable does not exceed the annual dollar limit for that Limitation Year.

(d) Protection of Prior Benefits.

To the extent permitted by law, the application of the provisions of this Section 7.12 shall not cause the benefit that is accrued, distributed or otherwise payable for any Participant to be less than the Participant’s accrued benefit as of December 31, 2006 under the provisions of the Plan that were both adopted and in effect before April 5, 2007 and that satisfied the limitations under section 415 of the Code and the Treasury Regulations thereunder as in effect as of January 1, 2008.

(e) Aggregation of Plans.

In the event that the aggregate benefit accrued in any Plan Year by a Participant exceeds the limits under section 415 of the Code and the Treasury Regulations thereunder as a result of the mandatory aggregation of the benefits under this Plan with the benefits under another plan maintained by an Employer, the benefits of the other plan shall be reduced to the extent necessary to comply with section 415 of the Code and the Treasury Regulations thereunder.

(f) General.

- (1) To the extent that a Participant's benefit is subject to provisions of section 415 of the Code and the Treasury Regulations thereunder that have not been set forth in the Plan, such provisions are hereby incorporated by reference into this plan and for all purposes shall be deemed a part of the Plan.
- (2) This Section 7.12 is intended to satisfy the requirements imposed by section 415 of the Code and the Treasury Regulations thereunder and shall be construed in a manner that will effectuate this intent. This Section 7.12 shall not be construed in a manner that would impose limitations that are more stringent than those required by section 415 of the Code and the Treasury Regulations thereunder.
- (3) If and to the extent that the rules set forth in this Section 7.12 are no longer required for qualification of the Plan under section 401(a) and related provisions of the Code and the Treasury Regulations thereunder, they shall cease to apply without the necessity of an amendment to the Plan.

(g) Interpretation or Definition of Other Terms.

The terms used in this Section that are not otherwise expressly defined in the Plan, shall be defined, interpreted and applied for purposes of this Section 7.12 as prescribed in section 415 of the Code and the Treasury Regulations thereunder.

**SECTION 7.13: 60 CERTAIN PAYMENTS GUARANTEE**

- (a) If a Pensioner who is receiving a pension dies before he has received 60 monthly pension payments, his monthly pension shall continue to be paid to his Designated Beneficiary or Beneficiaries, if any, until 60 such payments have been made, including the payments to both the Pensioner and his Beneficiary or Beneficiaries. If no Beneficiary has been designated or if the last named Beneficiary has predeceased the Pensioner or dies before 60 payments have been made, no further benefits shall be payable. This provision for 60 Certain Payments shall not apply to a Pensioner who retires on a Joint and Survivor Pension, a Pensioner who has elected a Joint and Survivor Option, 120 Certain Payment Option, or to a Disability Pensioner who retired prior to January 1, 1989.



- (b) In the case of a Pensioner who elects a Social Security Option, the amount of pension payments guaranteed by this Section shall be sixty (60) times the amount of the original monthly Early Retirement Pension payable before application of actuarial formulas.

**SECTION 7.14: LUMP SUM PAYMENT OF SMALL AMOUNTS.**

- (a) If the actuarial value of any benefit payable is \$7,000 or less, the Fund shall pay such pension in the form of a lump sum amount. The amount of a lump sum payable shall be determined by valuing each \$1 of monthly pension otherwise payable according to the following tables. Months as well as years of attained age shall be taken into account and the actuarial value of each month in excess of an attained age shall be interpolated from the table (which table shall be automatically adjusted if and as required by applicable law).
- (b) Conversion Factors for Lump Sum Payment in Lieu of Pension

<b>Age of Pensioner on Effective Date of Pension</b>	<b>Lump Sum Actuarial Equivalent for each \$1.00 of Monthly Pension</b>
55	\$145.62
56	142.91
57	140.13
58	137.28
59	134.36
60	131.39
61	128.38
62	125.32
63	122.24
64	119.13
65	116.01
66	112.91
67	109.83
68	106.79
69	103.80
70	100.87
71	98.00
72	95.19
73	92.43
74	89.71
75	87.03

**NOTE: These factors are subject to periodic change in accordance with law.**

- (c) Conversion Factors for Lump Sum Payment in Lieu of Monthly Payments for Survivors of Joint and Survivor Option Pensions Only

<b>Age of Survivor</b>	<b>Lump Sum Actuarial Equivalent for each \$1.00 of Monthly Survivor's Benefit</b>
40	\$189.58
41	188.29
42	186.94
43	185.53
44	184.05
45	182.51
46	180.90
47	179.21
48	177.45
49	175.62
50	173.70
51	171.71
52	169.62
53	167.45
54	165.18
55	162.83
56	160.38
57	157.83
58	155.20
59	152.48
60	149.67
61	146.78
62	143.78
63	140.76
64	137.63
65	134.42
66	131.14
67	127.78
68	124.35
69	120.87
70	117.36
71	113.87
72	110.41
73	107.00
74	103.66
75	100.39

**NOTE:** These factors are subject to periodic change in accordance with law.

- (d) Upon the request of any applicant whose pension is less than \$30 per month, the Board of Trustees shall pay the benefit in the form of a lump sum amount, using the same factors described in subsection (a) above.
- (e) Payment of any lump sum will relieve the Board of Trustees of any further liability for benefits of any kind under the Plan for the Participant, Pensioner or the Beneficiary of such person.
- (f) If, at the time a monthly pension is payable to a Participant, the actuarial value of the lifetime pension is \$5,000 or less, the Plan shall pay him the lump sum amount of such actuarial value, instead of the monthly pension otherwise due him. For Participants, the amount of such lump sum payment under this section shall be determined on the basis of the 1971 Group Annuity Mortality Table and 7% interest rate assumption. However, in no event shall the actuarial value be less than that determined using the Applicable Mortality Table and the Applicable Interest Rate.

#### **SECTION 7.15: SURVIVOR BENEFITS GENERALLY.**

After the death of a Participant, any benefits payable to an eligible surviving Beneficiary will be paid upon receipt by the Fund's administrative office of such benefit application and supporting documentation as the Fund may require. If the Beneficiary is named in a Designation of Beneficiary submitted to the Fund by the Participant, after learning of the Participant's death, the Fund will make all reasonable efforts to notify the Beneficiary that he or she may submit a benefit application. Otherwise, the Fund will make reasonable efforts to locate an eligible surviving Beneficiary and notify him or her that he or she may submit a benefit application. If, despite reasonable efforts to locate him or her, a primary Beneficiary cannot be located within two years following the Fund's receipt of notice of the Participant's death, the survivor benefits may be paid to a contingent or secondary Beneficiary, whether designated as such by the Participant or identified in the Rules & Regulations, and the primary Beneficiary shall be deemed ineligible for the benefits.

#### **SECTION 7.16: DIRECT ROLLOVERS.**

- (a) This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this section, a Distributee may elect, at the time and in the manner prescribed by the Fund, to have any portion or an eligible rollover distribution paid directly to an eligible retirement plan specified by the Distributee in a direct rollover.
- (b) Definitions
  - (1) An Eligible Rollover distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an eligible rollover distribution does not include:

- (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee of the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specific period of ten years or more;
- (ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code;
- (iii) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and
- (iv) any amount that is distributed on account of hardship shall not be an Eligible Rollover Distribution and the Distributee may not elect to have any portion of such distribution paid directly to an Eligible Retirement Plan.

(2) Eligible Retirement Plan:

An Eligible Retirement Plan means (a) an individual retirement account described in Section 408(a) of the Code, (b) an individual retirement annuity described in Section 408(b) of the Code, (c) an annuity plan described in Section 403(a) of the Code, (d) a qualified trust described in Section 401(a) of the Code, (e) an annuity contract described in Section 403(b) of the Code that accepts the Distributee's Eligible Rollover Distribution, (f) for distributions after December 31, 2008, a Roth individual retirement account or Roth individual retirement annuity described in Section 408A of the Code, or (g) 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 a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

(3) Distributee:

A Distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse. For distributions after December 31, 2009, a Distributee also includes a nonspouse designated beneficiary. In the case of a nonspouse beneficiary, the distribution may only be done as a direct rollover and may be made only to an individual retirement account or annuity described in Section 408(a) or Section 408(b) (IRA) or a Roth individual retirement account or annuity (described in Code Section 408A), that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11).

- (4) A Direct Rollover is a payment by the Plan to the eligible retirement plan specified by the Distributee.

**SECTION 7.17: COMPENSATION LIMITATION.**

- (a) Increase in Limit. The annual compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2021 shall not exceed \$305,000. For this purpose, annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is determined under the Plan (the “determination period”). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2020 compensations for any prior determination period shall be limited as provided in subsection (c) below.
- (b) Cost-of-Living Adjustment. The \$305,000 limit on annual compensation in subsection (a) above shall be adjusted for cost-of-living increases in accordance with IRC §401(a)(17)(B). The Cost-of-Living Adjustments in effect for a Calendar Year applies to annual compensation for the determination period that begins with or within such calendar year.
- (c) Compensation Limit for Prior Determination Periods. In determining benefit accruals in Plan Years beginning after December 31, 2020, the annual compensation limit in subsection (a) above, for determination periods beginning before January 1, 2022 shall be \$290,000.

**SECTION 7.18: PARTICIPANT RECORDS AND COMMUNICATIONS.**

- (a) The Pension Fund shall make all reasonable efforts to obtain and regularly update information regarding each and every Participant that is necessary to properly administer the Plan, including:
  - (1) each Participant’s full name, birth date, Social Security Number, mailing and physical address, telephone number, email address, place of employment, Union membership, and full name of Spouse; and
  - (2) each Participant’s Spouse’s Social Security Number, and Spouse’s mailing and physical address, telephone number, email address and place of employment; and
  - (3) each Participant’s Designation of Beneficiary.

The Fund’s objective will be to minimize the number of Participants who cannot be located and are non-responsive to the Fund’s communications.

- (b) The Fund shall mail to each Participant annually an individualized benefit statement showing his or her record of credits earned, whether he or she is vested in his or her accrued benefit, and other appropriate information. The Fund will also mail or otherwise distribute to all Participants such notices as may be required by law.

- (c) The Fund shall send a reminder notice to each Participant who is approaching Normal Retirement Age or the Required Beginning Date but has not yet submitted a pension application.
- (d) Whenever a mailed Fund communication is returned to the Fund as undeliverable to any Participant, the Fund will make all reasonable efforts to locate the Participant and update the Fund's records accordingly.
- (e) The Fund shall maintain an electronic website on which Fund documents and other information may be posted for viewing by Participants.
- (f) Notwithstanding any other provision in this Plan to the contrary, the benefit entitlement of any Participant or Beneficiary who cannot be located or who is non-responsive will not be forfeited merely because of the passage of time.
- (g) The Fund will maintain administrative policies and procedures, and devote the staffing and other resources needed, to implement this Section of the Plan.

**SECTION 7.19: ERRONEOUS BENEFIT PAYMENTS.**

- (a) The Pension Fund shall be entitled to recoup or recover any payment or overpayment made by mistake to any person, or any payment to which the recipient is not entitled under the Plan. The recipient of any such payment or overpayment shall be deemed to hold the payment or overpayment in constructive trust for the benefit of the Fund. The Fund shall be entitled to recover any such payment or overpayment through any lawful means, including offsetting against future benefits and civil actions for legal and equitable remedies.
- (b) Interest at the Fund's funding assumption rate shall apply to the amount of the overpayment or payment from the date of the overpayment or payment and the date on which the overpayment has been recovered by the Fund.
- (c) If the Fund Administrator claims that a Participant or other person received a mistaken overpayment or payment, the Participant or other person shall be entitled to appeal this claim to the Board of Trustees under the Plan's claims and appeals procedure.
- (d) The Fund Administrator shall have discretion to equitably resolve mistaken overpayment and payment claims taking into account the facts and circumstances, including the discretionary authority to reduce the amount of the Fund's claim, to allow the recipient to repay the Fund over time rather than in a lump sum, to limit the amount offset against monthly pension benefits, and waive the claim in whole or in part due to hardship or legal consideration.
- (e) Notwithstanding anything to the contrary in this Section, the Fund shall comply with all applicable statutory and regulatory restrictions regarding the recovery of benefit overpayments, including Section 206(h) of ERISA as added by the Secure 2.0 Act of 2022.

## **ARTICLE VIII: PARTICIPATION OF NEW EMPLOYERS, MERGERS, TERMINATIONS**

### **SECTION 8.01: NON-REVERSION.**

It is expressly understood that in no event shall any of the corpus or assets of the Pension Fund revert to an Employer or be subject to any claims of any kind or nature by an Employer, except for the return of mistaken contributions to the extent permitted by this Plan and ERISA.

### **SECTION 8.02: LIMITATION OF LIABILITY.**

This Pension Plan has been established on the basis of an actuarial calculation which has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA. Except for liabilities which may result from provisions of ERISA, nothing in this Plan shall be construed to impose any obligation to contribute beyond the obligation of the Employer to make contributions as stipulated in its collective bargaining agreement with the Union. There shall be no liability upon the Trustees individually, or collectively, or upon the Employers, or upon the Union, to provide the benefits established by this Pension if the Pension Fund does not have assets to make such payments.

### **SECTION 8.03: NEW EMPLOYERS AND NEW GROUPS EMPLOYED BY CONTRIBUTING EMPLOYERS.**

- (a) If an Employer is sold, merged or otherwise undergoes a change of company identity, the successor company shall participate as to the Covered Employees theretofore covered in the Pension Plan just as if it were the original company, provided it remains a Contributing Employer as defined in Section 1.08.
- (b) Any new Employer accepted as a Contributing Employer may be required to sign, along with the Union, a Participation Agreement, as approved by the Board of Trustees, which sets forth the full details of the basis for contributions to the Fund and the basis for acceptance as a Contributing Employer.
- (c) When a Contributing Employer, or a group or unit thereof, is accepted for participation, the Board of Trustees may, in writing, condition such acceptance on any terms and conditions it considers necessary to preserve the actual soundness of the Fund or to preserve an equitable relationship between the basis of contributions of all Contributing Employers and the benefits provided for all Participants. Such terms and conditions may include, but shall not be limited to, the imposition of special waiting periods before the commencement of benefits, a different basis for getting credits, a different benefit schedule, or other variations from these Rules & Regulations, which shall apply to all Participants of the contributing Employer or in the group of a unit instead of any inconsistent, normally applicable provision of the Rules & Regulations.

- (d) The Board of Trustees may accept for participation in the Fund classes of employees who are employed by a Contributing Employer but who are not represented for the purpose of collective bargaining by the Union. Such a “Special Class” of employees will be accepted into participation in the Fund, and permitted to continue its participation, only if the following conditions if the Employer accepts and complies with the following conditions:
- (1) The employer of the Special Class of employees is also a Contributing Employer for those of his employees who are represented by the Union for the purpose of collective bargaining.
  - (2) The Special Class of employees is sufficiently clear so there is no question as to the identity of the employees in the class.
  - (3) The Special Class includes all of the Contributing Employer’s non-bargaining unit employees and the Employer provides the Board of Trustees with all information regarding the employees as the Board may request to ensure compliance with the Plan and applicable law.
  - (4) The Union and the Contributing Employer make joint written application to the Board of Trustees for the participation by the Special Class of employees and the application is approved by the Board in writing.
  - (5) The uniform contribution rate for the Special Class of employees is the same as that for the Covered Employees represented by the Union for the purpose of collective bargaining except that the contribution rate for the Special Class of employees shall be higher than the contribution rate for the Covered Employees represented by the Union for the purpose of collective bargaining if such higher contribution rate is necessary to produce the same level of benefits for the special class of employees as for the Covered Employees of the Contributing Employer represented by the Union, and in all cases the benefit level for the Special Class of employees shall be the same as the benefit level for the employees of the Contributing Employer represented by the Union for the purpose of collective bargaining. The same requirements as to the submission and reporting of contributions to the Pension Fund, and the same terms concerning delinquent contributions, apply with regard to the Special Class employees as apply with regard to bargaining unit employees.
  - (6) The basis of contribution for the Special Class of employees must be set forth in writing signed by the Fund as determined by the Board of Trustees after consultation with the actuaries for the Fund.
  - (7) The acceptance of such Special Class of employees will not adversely affect the actuarial soundness of the Fund as determined by the Board of Trustees after consultation with the actuaries for the Fund.
  - (8) The Contributing Employer agrees in writing to continue contributions for such Special Class employees so long as he has any other employees for whom he is obligated to



contribute to the Fund in accordance with a Collective Bargaining Agreement with the Union, unless otherwise agreed by the Board of Trustees.

- (9) If a Contributing Employer ceases contributions for a Special Class, the Board of Trustees may treat the cessation as a withdrawal or termination disqualifying the Special Class from Past Service Credit, without regard to whether contributions are continued for bargaining unit employees. Further, the provisions of Article X regarding employer withdrawal liability may apply.
- (e) The Board of Trustees may agree to treat a department, agency, or similar division of an employer as a separate Contributing Employer.

#### **SECTION 8.04: MERGERS OF PLANS.**

- (a) In the case of Participants formerly covered by pension plans which have merged with this Plan, the Merger Agreement, Integration Agreement or other document approved by the Board of Trustees of both plans shall establish the special rules, if any, for such Participants with respect to:
  - (1) Pension Credit and Vesting Credit for periods prior to the Contribution Period;
  - (2) benefit levels for Pension Credit prior to the date of merger;
  - (3) special types of benefits or conditions for existing Participants or Pensioners of the merging plan;
  - (4) minimum periods of service during the Contribution Period before benefits become payable.

In the event of a merger, a covered Participant's accrued benefit after the merger shall not be less than the accrued benefit he would have been entitled to immediately prior to the merger.

- (b) The Board of Trustees may, in its discretion, agree to merge another pension plan with or into the Pension Fund on terms and conditions that it deems appropriate and consistent with applicable law.

#### **SECTION 8.05: TERMINATED EMPLOYER.**

- (a) The Pension Fund depends upon the continuing contributions of an Employer to fund the Pension Credit attributable to its Employees for service before and during the Contribution Period of the Employer. Accordingly, in the event that an Employer's obligation to contribute to the Pension Fund terminates with respect to all or a unit or class of Employees, notwithstanding any other provision of this Plan, the Fund shall have no obligation to provide a pension or other benefit to or through a Participant or a Pensioner in or from the terminated unit or class based upon "Past Service Credit" for the participant's or Pensioner's service with the Employer before the Employer's Contribution period.

- (b) If an Employer fails to make contribution due for 120 days after their due date, the Board of Trustees may terminate the Employer as a Contributing Employer. In this event, the Employer's obligation to contribute to the Pension Fund shall be treated as terminated for the prospective purposes of the Fund, but such termination shall not affect the Fund's right to collect delinquent contributions or other payments due or the Union's right to enforce the Collective Bargaining Agreement. The termination of the Employer may constitute a withdrawal for purposes of Article X regarding employer withdrawal liability.
- (c) The Board of Trustees may terminate the participation of any Contributing Employer and/or of any unit or group of employees (including a Special Class) of a Contributing Employer for noncompliance with the Plan or the Trust Agreement, or if the Board of Trustees determines that the continuation of such participation would threaten the Fund's actuarial soundness or financial interests. The Fund will not accept contributions from the terminated Employer or for the terminated unit or group of employees, and no Pension or Vesting Credits will be granted for service, after such a termination. The Board of Trustees may, in lieu of termination of participation, place new conditions on the continuation of participation.
- (d) The termination of any Contributing Employer's obligation, under contract or law, to contribute to the Fund for any reason may trigger Employer Withdrawal Liability under Article X of this Plan.

**SECTION 8.06: TERMINATION OF THE FUND.**

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

**SECTION 8.07: RECIPROCAL ARRANGEMENTS (CONTRIBUTION TRANSFERS).**

The Board of Trustees, may, in its discretion, enter into an agreement with another Laborers' pension fund providing for the transfer between them of employer contributions made on behalf of individuals, provided that the individuals have consented to the transfer. The Fund shall not be liable for any benefits, credits or other obligations to an employee for whom employer contributions are received and transferred by the Fund to another pension plan under a reciprocal arrangement. The employee shall look only to the transferee plan for his or her benefit rights. Such an employee shall not be considered a Participant in this Fund.

## ARTICLE IX: AMENDMENTS

### SECTION 9.01: AMENDMENTS.

This Plan may be amended by the Board of Trustees, as the Plan's sponsor, at any time and for any reason permitted by the Trust Agreement. The Board of Trustees may set the effective date of any amendment, including a retroactive effective date, not prohibited by law. No amendment shall reduce the accrued benefit of any Participant, except:

- (a) as necessary to establish or maintain the qualification of the Plan or the Trust Fund under the Internal Revenue Code and to maintain compliance of the Plan with the requirements of ERISA; or
- (b) if the amendment meets the requirements of Section 302(d)(2) of ERISA and Section 412(d)(2) of the Internal Revenue Code, and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, he failed to disapprove; or
- (c) to the extent required or necessary to comply with applicable law, including the adoption of a rehabilitation plan under ERISA.

**ARTICLE X:  
EMPLOYER WITHDRAWAL LIABILITY RULES & PROCEDURES**

**SECTION 10.01: GENERAL.**

The Pension Fund is a multiemployer defined benefit pension plan regulated by the Employee Retirement Income Security Act (“ERISA”). ERISA, as amended by the Multiemployer Pension Plans Amendments Act of 1980 (“MPPAA”), generally requires every multiemployer defined benefit pension plan that has unfunded vested benefits to provide for the assessment of withdrawal liability on Contributing Employers that withdraw, completely or partially, from the plan. This ERISA-imposed liability is referred to as “employer withdrawal liability” (“EWL”).

The Congressional intent in enacting MPPAA was to require employers that withdraw from a plan with unfunded vested benefit liabilities to continue making payments for a period of time to help complete the plan’s funding of vested benefits. EWL is imposed only if the employer withdraws from the plan and the plan has unfunded vested benefit liabilities. The Pension Fund is not covered by the special building and construction industry withdrawal liability rules.

The intent of this Article is to describe in detail how the Pension Fund implements the EWL provisions of ERISA, reserving for the Pension Fund the full rights and protections afforded to it by ERISA.

An Employer’s obligations under this Article shall survive the Employer’s withdrawal from the Pension Fund.

**SECTION 10.02: DEFINITION OF WITHDRAWAL.**

(a) Generally

There are two types of withdrawal that can trigger EWL: a “Complete Withdrawal” and a “Partial Withdrawal”. Each type of withdrawal is defined in this Section.

(b) Complete Withdrawal

(1) A Complete Withdrawal by a contributing Employer occurs:

- (i) when the Employer permanently ceases to have an obligation to contribute to the Pension Fund; or
- (ii) when the Employer permanently ceases all operations for which the Employer has been obligated to contribute to the Pension Fund.

(2) An Employer’s obligation to contribute ceases when the Employer is no longer required by a collective bargaining agreement or other agreement accepted by the Pension Fund, by the National Labor Relations Act, or by any other applicable law to contribute to the

Pension Fund. The mere fact that an Employer is delinquent in making contributions for a period when it did have a contractual or statutory obligation to contribute will not prevent a withdrawal from occurring, even though the Employer remains liable for the delinquent contributions.

- (3) The date of a Complete Withdrawal is the date of cessation of the Employer's obligation to contribute to the Pension Fund or the date on which covered operations ceased, whichever is earlier.

(c) Partial Withdrawal

- (1) A Partial Withdrawal by a contributing Employer occurs if:
  - (i) there is a "70% contribution decline" in the Employer's units of contribution to the Pension Fund; or
  - (ii) there is a "partial cessation" of the Employer's contribution obligation to the Pension Fund; or
  - (iii) after August 17, 2006, there is a "contracting out" of the work for which the Employer was obligated to contribute to the Pension Fund.
- (2) A "70% contribution decline" Partial Withdrawal occurs if during each year in the "3-year testing period", the Employer's "contribution base units" do not exceed 30% of the Employer's contribution base units for the "high base year".
  - (i) The "3-year testing period" consists of a calendar year and the immediately preceding two Calendar Years.
  - (ii) The "contribution base units" are hours of contributions.
  - (iii) The Employer's contribution base units for the "high base year" is the average of the contribution hours for the two Calendar Years for which the Employer's contributions were the highest within the five Calendar Years immediately preceding the 3-year testing period.
- (3) A "partial cessation" Partial Withdrawal occurs in a Calendar Year if during that year:
  - (i) the Employer permanently ceases to have an obligation to contribute to the Pension Fund under one or more, but fewer than all, agreements requiring the Employer to contribute; and the Employer continues to perform work in the jurisdiction of such an agreement (of a type for which contributions were previously required), or the Employer transfers such work to another location; or
  - (ii) the Employer permanently ceases to have an obligation to contribute to the Pension Fund with respect to work performed at one or more, but fewer than all, of its

facilities, and continues to perform work at the facility of the type for which the obligation to contribute ceased.

- (4) A “contracting out” Partial Withdrawal occurs if, after August 17, 2006, the Employer permanently ceases to have an obligation to contribute under one or more, but fewer than all, agreements requiring the Employer to contribute, and the Employer transfers the work for which contributions were required to an entity or entities owned or controlled by the Employer.
- (5) The date of a Partial Withdrawal is the last day of the Calendar Year during which the conditions of a Partial Withdrawal were met.

(d) Exception: “Free Look”

An Employer that would otherwise incur a Complete Withdrawal or a Partial Withdrawal will not be deemed to have withdrawn, despite the cessation of its obligation to contribute to the Pension Fund, if the following conditions are met:

- (1) the Employer first had an obligation to contribute to the Pension Fund on or after September 26, 1980; and
- (2) the Employer had an obligation to contribute to the Pension Fund for no more than five (5) years; and
- (3) the Employer was obligated to make contributions to the Pension Fund for each Calendar Year in an amount that was less than two percent (2%) of the sum of all employer contributions made to the Pension Fund for each of such years; and
- (4) the Employer has never before avoided EWL from the Pension Fund under this “free look” provision; and
- (5) any Past Service Credit otherwise grantable to participants (other than current pensioners) for employment with the Employer is cancelled; and
- (6) the ratio of the Pension Fund’s assets (for the Calendar Year preceding the first Calendar Year in which the employer was obligated to contribute to the Pension Fund) to benefit payments made during that Calendar Year was at least 8-to-1.

(e) Additional Exceptions

An Employer will not be deemed to have incurred a Complete Withdrawal or Partial Withdrawal under any of the following circumstances:

- (1) The Employer ceases to exist by reason of a change in corporate structure described in ERISA Section 4069(b) or a change to an unincorporated form of business enterprise if the change causes no interruption in Employer contributions or obligations to contribute

to the Pension Fund. A successor or parent corporation or other entity resulting from any such change shall be considered the original Employer.

- (2) The Employer suspends contributions to the Pension Fund during a legitimate labor dispute involving its employees, within the meaning of ERISA Section 4218(2). However, if the Employer does not resume its contribution obligation to the Pension Fund as of the end of the labor dispute, the Employer may incur a Complete Withdrawal or Partial Withdrawal and the date thereof may relate back to when the contribution obligation ceased or other triggering event occurred.

(f) Transactions to Evade or Avoid EWL

If the principal purpose of any transaction is to evade or avoid EWL, these rules and ERISA's provisions shall be applied, and EWL determined, assessed and collected, without regard to such transaction, as provided in ERISA Section 4212(c).

**SECTION 10.03: CALCULATION OF WITHDRAWAL LIABILITY.**

- (a) In the event that an Employer incurs a Complete Withdrawal or Partial Withdrawal and the Pension Fund has unfunded vested benefits liability ("UVBL"), the Pension Fund's actuary will calculate the Employer's EWL, if any, using the rules set forth in this Section, ERISA and regulations thereunder and such assumptions and methods as the actuary deems in his or her professional judgement to be reasonable in the aggregate and represent his or her best estimate of the Fund's anticipated experience.
- (b) An Employer's EWL is a proportionate share of the amount of the UVBL. UVBL refers to the present value of vested benefits ("PVVB") less the value of Pension Fund's assets. In determining PVVB, the interest assumption used will be based on the blended rate methodology developed by the Pension Fund's actuary (Segal Blend) or such other methodology as the Fund's actuary determines in his or her professional judgement to be appropriate and consistent with ERISA. Under the Segal method, the PVVB is determined using a blend of interest rates. Pension Benefit Guaranty Corporation (PBGC) interest rates for terminated single employer plans are used to the extent the vested benefit liability is matched by the market value of plan assets and the interest assumption for plan funding is used to the extent that vested benefit liability is not matched by plan assets.

The date for determining the value of the Pension Fund's assets for this purpose will be the December 31<sup>st</sup> preceding the date of the withdrawal.

- (c) The statutory "presumptive method" (ERISA Section 4211(b)) will be used to allocate a share of the UVBL to the Employer.
- (d) The share of the UVBL allocated to the Employer will be reduced by the *de minimis* deductible provided by ERISA Section 4209. Generally, the *de minimis* deductible is the lesser of (1) \$50,000 and (2) 0.75% of the UVBL. If the share of the UVBL allocated to the Employer is less than the *de minimis* deductible, no EWL is assessed.

The *de minimis* deductible is applied on a diminishing basis to the extent that the share of the UVBL allocated to the Employer is more than \$100,000. For every dollar that the Employer's share of the UVBL exceeds \$100,000, the deductible is reduced by a dollar. If the Employer's share of the UVBL is less than \$100,000, the full amount of the applicable deductible is applied to reduce the amount assessed as EWL. If the Employer's share of the UVBL exceeds \$150,000, the deductible is zero and does not reduce the EWL amount.

- (e) The share of the UVBL allocated to the Employer will be further reduced by application of the limitations on EWL set forth in ERISA Section 4225 if, and to the extent that, the Employer demonstrates to the Pension Fund's satisfaction that it qualifies for any of the limitations.
- (f) In the event that an Employer incurs a Partial Withdrawal, its EWL will be calculated in accordance with ERISA Section 4206 under which Partial Withdrawal EWL is a share of the EWL that would be assessable for a Complete Withdrawal.
- (g) Notwithstanding anything to the contrary elsewhere in this Section, for purposes of determining the allocation fraction, the simplified rule described in regulations issued by the PBGC at 29 CFR §4211.15(b)(2) shall be applied.
- (h) Notwithstanding anything to the contrary elsewhere in this Section, for purposes of treating certain benefit reductions in calculating EWL, the simplified rule described in regulations issued by the PBGC at 29 CFR §4211.16(d) shall be applied. In particular, the numerator and denominator described in §4211.16(d)(2)(i) and (ii) shall apply, unless the Fund's actuary determines in his or her professional judgement otherwise.

#### **SECTION 10.04: INSTALLMENT PAYMENT SCHEDULE.**

- (a) EWL is payable by the Employer on an installment payment schedule determined by the Pension Fund's actuary in accordance with ERISA Section 4219(c). The installment payments will include interest at 7.5% per annum or the Fund's interest rate assumption for funding purposes.
- (b) The first installment will be payable within sixty (60) days following the Employer's receipt of the notice of assessment from the Pension Fund, and the subsequent installments shall be payable in accordance with the schedule.
- (c) An Employer may pre-pay all or any part of its EWL and accrued interest without penalty.
- (d) The Pension Fund may require the Employer to post a bond or other acceptable security for the payment of its EWL, initially or at any time before the EWL is fully paid, if:
  - (1) the Employer's payment schedule extends more than eighteen (18) months; or
  - (2) the Employer is the subject of a bankruptcy petition or similar proceedings; or



- (3) substantially all of the Employer's assets are sold, distributed or transferred out of the jurisdiction of the U.S. courts.
- (e) The Pension Fund may require immediate payment of the full amount of EWL under certain circumstances described in Section 10.08, below.
- (f) Notwithstanding anything to the contrary elsewhere in this Section, for purposes of determining the highest contribution rate for the installment payment schedule, the simplified rule described in regulations issued by the PBGC at 29 CFR §4219.3(b) shall be applied.

**SECTION 10.05: NOTICE TO EMPLOYER OF ASSESSMENT AND PAYMENT DEMAND.**

- (a) As soon as practicable after an Employer's Complete Withdrawal or Partial Withdrawal and the Pension Fund's determination that the Employer owes EWL, the Pension Fund shall send to the Employer a written notice of the assessment of EWL and demand for payment in accordance with the installment payment schedule. The notice shall include the installment payment schedule, a description of the EWL calculation, and a statement of the Employer's right to request review of the assessment by the Board of Trustees.
- (b) The Employer shall be presumed to have received the notice five (5) business days following the date on which the Pension Fund places the notice in the U.S. Mail. The Employer's address shall be presumed to be the address from which the Pension Fund received the Employer's most recent contributions unless the Pension Fund has received notice from the Employer to use a different address. If the Employer claims that it did not receive the notice until a later date, it shall have the burden of proving this fact.

**SECTION 10.06: REQUEST FOR REVIEW OF ASSESSMENT BY BOARD OF TRUSTEES.**

- (a) An Employer that has been assessed EWL is entitled to request a review of the assessment by the Board of Trustees. If an Employer wishes to request review, it must submit a written request to the Pension Fund no later than ninety (90) days following its receipt of the notice of assessment. Review may be requested as to any specific matter relating to the EWL assessment and payment schedule, including any claim based on fact or law that the Employer is not subject to EWL. The Employer's request shall describe the specific issue(s) to be reviewed and Employer's position on such issue(s), and should include any documents or other information that it considers supportive of its position. The intent of this Section is to enable the Board of Trustees or its designated committee to consider in good faith any and all genuine issues with an EWL assessment raised by the Employer so that unnecessary litigation and costs can be avoided. Efforts to resolve any such issues informally through Fund Counsel or the Fund Administrator may be undertaken after receipt of a request for review.
- (b) The Board of Trustees, or a designated committee thereof, will review any such request for review. The Board or committee may request that the Employer provide additional documentation or other information regarding its review request if such information is necessary or helpful to the review. The Employer will be notified in writing of Board or

committee's decision and the basis for therefor, including an explanation of any changes in the EWL assessment or payment schedule under the decision.

- (c) The Employer shall be presumed to have received the notice five (5) business days following the date on which the Pension Fund places the notice in the U.S. Mail, and the other notice rules described in Section 10.05(b) shall apply.
- (d) An Employer shall not be entitled to initiate arbitration proceedings under this Article nor commence any lawsuit concerning the EWL assessment unless it has submitted a timely request for review to the Board of Trustees under this Article.

**SECTION 10.07: MANDATORY ARBITRATION.**

- (a) An Employer that has been assessed EWL may initiate arbitration proceedings regarding the issues for which it requested review by the Board of Trustees under Section 10.06. The arbitration shall be initiated and conducted in accordance with this Section, with ERISA Section 4221, and with applicable PBGC regulations. No legal action may be commenced by an Employer regarding the EWL assessment unless it has timely initiated and exhausted the arbitration procedure.
- (b) As provided under ERISA Section 4221, if the Employer wishes to arbitrate any such issue, it must initiate arbitration within sixty (60) days after the earlier of:
  - (1) the date of which the Employer receives notice of the Board of Trustees' or committee's decision on its request for review; or
  - (2) one hundred twenty (120) days after the date on which the Employer's request for review was received by the Pension Fund.

The Pension Fund may itself initiate arbitration under this Section within the time limit set forth in this subsection (b), but shall not be required to do so.

- (c) Arbitration shall be initiated and conducted in accordance with the Multiemployer Pension Plan Arbitration Rules for Withdrawal Liability Disputes administered by the American Arbitration Association (AAA), except as otherwise provided in this Section and ERISA Section 4221.
  - (1) The initial AAA filing fee shall be paid by the initiating party.
  - (2) All arbitrations shall be conducted in Washington, D.C., unless the Employer and the Pension Fund agree otherwise.
  - (3) The Employer shall file with the AAA and serve upon the Pension Fund at least twenty-one (21) days in advance of the arbitration hearing a preliminary statement describing:
    - (i) the factual and legal contentions with respect to each issue to be arbitrated; (ii) a list identifying the name, address and occupation of each witness to be called at the hearing

and a description of the matters upon which each witness will testify; (iii) a description of each exhibit that will be offered in evidence at the hearing; and (iv) a description of the relief that is being sought from the arbitrator.

- (4) The Pension Fund shall file with the AAA and serve upon the Employer at least seven (7) days in advance of the arbitration hearing a preliminary statement containing the same information as required of the Employer in subsection 10.07.c.3, above.
- (5) The arbitrator shall apply all presumptions applicable under ERISA, including ERISA Section 4221(a)(3).
- (d) Any legal action to enforce, vacate or modify any arbitration award shall be filed in accordance with ERISA Sections 4221(b) and 1451 within thirty (30) days after issuance of the award. In any such action, the presumptions of ERISA Section 4221(c) shall be applicable.
- (e) If the Employer does not initiate arbitration in accordance with this Section, the Employer will be deemed to have waived any right to contest the EWL assessment and the assessment may be collected by the Pension Fund in accordance with ERISA Section 4221(b).
- (f) In accordance with ERISA Section 4221(d), notwithstanding an Employer's request for review or initiation of arbitration, the Employer is required to pay its EWL assessment in accordance with the payment schedule set by the Pension Fund. If the EWL assessment is reduced or rescinded as a result of the Board of Trustees' review, arbitration or other proceedings, an appropriate adjustment in future payments or refund will be made. If the Employer has paid more EWL than it is determined to owe, the excess will be refunded with appropriate interest.

#### **SECTION 10.08: DEFAULT AND COLLECTION.**

- (a) An Employer will be in default on its EWL payment obligations to the Pension Fund if:
  - (1) any installment payment is not received by the Pension Fund when due;
  - (2) the Pension Fund has notified the Employer of its failure to pay the installment when due; and
  - (3) the Employer has failed to make the installment payment within sixty (60) days after receipt of the notice of non-payment from the Pension Fund. The presumptions of Section 10.05 regarding receipt of notices shall apply.
  - (4) The default date will be the 60<sup>th</sup> day after the Employer's receipt of the notice of non-payment unless payment is received by the Pension Fund by then.
- (b) In the event of default, the Employer shall be liable to the Pension Fund for:

- (1) the amount of the overdue installment payment; and
  - (2) interest at the Fund's interest rate for delinquent contributions (1.5% per month, compounded, from due date to payment date), but no greater or less than the maximum rate allowable under ERISA and applicable PBGC regulations; and
  - (3) liquidated damages in an amount equal to the greater of (a) 100% of the interest assessed under 10.08.b.2 and (b) twenty percent (20%) of the unpaid EWL, in accordance with ERISA Sections 502(g)(2), 4301(b); and
  - (4) attorney's fees and costs incurred by the Pension Fund to collect the overdue EWL and/or related charges, including a civil action under ERISA Section 4301; and
  - (5) any other legal or equitable remedies that are appropriate under the facts and circumstances including a freezing of assets.
- (c) In the event of default, the Pension Fund may require the Employer to make immediate payment of the full amount of the EWL plus accrued interest on that full amount from the due date of the defaulted payment.
- (d) In the event that the Pension Fund determines that there is a substantial likelihood that an Employer will be unable to pay its EWL when due, the Pension Fund may declare the Employer in default and require the Employer to immediately pay the full amount of EWL plus accrued interest. Occurrences that the Board of Trustees, in its discretion, may deem to create such a substantial likelihood of non-payment include, but are not limited to:
- (1) the Employer's insolvency, any assignment by the Employer for the benefit of creditors, the Employer's calling of a creditors meeting, the Employer's appointment of a creditors committee or liquidating agent, or the Employer's offer of a compromise or extension to creditors;
  - (2) the Employer's failure to pay debts as they become due;
  - (3) the commencement of any bankruptcy, insolvency, liquidation, receivership, reorganization, or like proceeding;
  - (4) the revocation, suspension, surrender or similar action relating to the Employer's license, charter, registration, or other governmental authorization required for the conduct of the Employer's business; or
  - (5) any other event or circumstance that, in the Board's judgment, materially impairs the Employer's credit worthiness or ability to pay liabilities when due.
- (e) The Pension Fund may commence a civil action under ERISA Section 4301 to collect any, and all amounts owed by the Employer, including interest, liquidated damages, attorney's fees

and costs under ERISA Section 502(g)(2) as well as any other legal or equitable remedies that are appropriate under the facts and circumstances including a freezing of assets.

- (f) The Board of Trustees or its delegate may, in its discretion, settle, compromise, waive, release, or not enforce any obligation or right under this Article. However, no waiver, release, compromise or settlement will be effective unless explicitly confirmed in a writing signed by an authorized representative of the Pension Fund.
- (g) The non-enforcement by the Pension Fund of any obligation or right under this Article shall not constitute a waiver or forgiveness of the obligation or right nor of any future obligation or right.
- (h) The Pension Fund shall not be bound by or required to exhaust any grievance, arbitration, or other dispute resolution procedure or provisions of any Collective Bargaining Agreement or other agreement. This provision shall not limit any rights of the Union under the Collective Bargaining Agreement or applicable law.

**SECTION 10.09: CONTROLLED GROUPS, RELATED GROUPS, SUCCESSORS, ETC.**

- (a) For purposes of this Article, an Employer includes all trades and business (whether or not incorporated) under common control with the withdrawn Employer as if a single employer, as provided under ERISA Section 4001(b). Each and every member of a controlled group is jointly and severally liable for EWL assessed to any member of the group.
- (b) The receipt of a notice of assessment under Section 10.05, or of a notice of default under Section 10.08, by the Employer shall be deemed receipt of the notice by each other member of the Employer's control group, and no additional notice shall be required.
- (c) If the withdrawn Employer is an organization that is a nonprofit or tax-exempt organization, the Employer includes any other organization that is under common control with the Employer under the related organization rules set forth in Treasury Department regulations (26 CFR §1.414(c)-5(b)).
- (d) If a principal purpose of any transaction is to evade or avoid EWL, then liability shall be determined and collected with regard to such transaction, as provided in ERISA Section 4212(c).
- (e) Any Employer or person that purchases a withdrawing or withdrawn Employer or its assets with actual or constructive knowledge that the withdrawn Employer owes EWL to the Fund shall have successor liability and be jointly and severally liable with the withdrawn Employer for the EWL. The withdrawing or withdrawn Employer shall give notice of the actual or potential EWL to a purchaser.

**SECTION 10.10: EMPLOYER COOPERATION.**

- (a) An Employer is required, within thirty (30) days of receipt of a written request from the Pension Fund, to furnish such information as the Pension Fund reasonably needs, in the Board of Trustees' judgment, to determine whether the Employer has incurred a Complete Withdrawal or Partial Withdrawal, to determine the amount of any EWL, to collect any assessed EWL, or to otherwise administer this Article and ERISA's employer withdrawal liability provisions, as provided in ERISA Section 4219(a).
- (b) If an Employer fails to comply with such a request for information, the Pension Fund shall be entitled to draw reasonable inferences and make reasonable assumptions that are adverse to the Employer, and such inferences and assumptions shall be binding unless the Employer disproves them by clear and convincing evidence. The Pension Fund may also bring a lawsuit under ERISA Section 502(a) to enforce this obligation.

**SECTION 10.11: WITHDRAWAL LIABILITY ESTIMATES.**

- (a) The Pension Fund will provide to an Employer a written estimate of that employer's potential EWL:
  - (1) if the Employer submits a written request to the Pension Fund; and
  - (2) the Employer pays the Fund's reasonable charge (\$2,500 in advance) for providing the estimate and written explanation by the Fund's actuary as to how the estimate was calculated; and
  - (3) the Employer provides the Pension Fund with such information that is needed or helpful for responding to the Employer's request.
- (b) The Board of Trustees shall set, and may change from time-to-time, the amount to be charged by the Pension Fund to cover its actuarial and other professional costs of preparing the estimate. The Pension Fund may require payment of this charge in advance of preparing the estimate and providing it to the Employer.
- (c) An Employer may request an EWL estimate only once in any 12-month period.
- (d) If an Employer requesting an EWL estimate satisfies the conditions of subsection (b), the estimate will be provided within one hundred eighty (180) days absent unusual circumstances.
- (e) An EWL estimate provided to an Employer will include an explanation of how such estimated EWL was determined, the actuarial assumptions and methods used to determine the value of the plan liabilities and assets, the data regarding Employer contributions, unfunded vested benefits, annual changes in unfunded vested benefits, and the application of any relevant limitations on the estimated EWL.

**SECTION 10.12: ADMINISTRATIVE AUTHORITY.**

- (a) The Board of Trustees has delegated to the Fund Administrator the authority and responsibility to administer these rules and regulations on a day-to-day basis, including authority to make withdrawal determinations, to obtain calculations from the Fund's actuary, to send notifications of EWL assessments, and to collect assessed EWL, subject to the right of appeal to the Board. The Board of Trustees or the Fund Administrator may agree to discount the amount of assessed EWL in exchange for a lump sum payment, or agree to a different payment schedule that the installment schedule determined by the Fund's actuary, or compromise the EWL claim in any other respect if they determine, in their discretion, that the Fund's interests would be served by such action.
- (b) The Board of Trustees has full discretionary authority:
  - (1) to interpret and apply this Article, as with all other rules and procedures of the Pension Fund;
  - (2) to decide all questions of fact and law concerning this Article, and to decide the application of all rules, procedures, laws, and regulations to particular situations and circumstances.

**SECTION 10.13: ADJUSTMENT OF EMPLOYER WITHDRAWAL LIABILITY FOR RENEWED PARTICIPATION AND SUCCESSIVE WITHDRAWALS.**

- (a) In the event that an Employer that has incurred a Complete Withdrawal later renews its obligation to contribute to the Pension Fund, the Employer's not-yet-due EWL installment payments may be reduced or waived by the Pension Fund in accordance with the EWL abatement regulations of the PBGC (29 CFR Part 4207).
- (b) In the event that an Employer that incurred a Partial Withdrawal and was assessed EWL later increases its contribution hours so that it is contributing to the Pension Fund for more than an insubstantial portion of its work in the craft and area jurisdiction, the employer's not-yet-due EWL installment payments may be reduced or waived by the Pension Fund in accordance with the EWL abatement regulations of the PBGC.
- (c) If an Employer that has incurred a Partial Withdrawal and was assessed EWL subsequently incurs a Complete Withdrawal, the EWL for the Complete Withdrawal will be adjusted to the extent appropriate under PBGC regulations.
- (d) The Fund Administrator may, in his or her discretion, agree to a retroactive undoing of an Employer's, unit or group's withdrawal and resumption of participation on terms and conditions as he or she deems acceptable and consistent with the Fund's interests.

**SECTION 10.14: MASS WITHDRAWAL.**

Notwithstanding any other provision of this Article, if all or substantially all contributing Employers withdraw from the Pension Fund, the EWL of each Employer will be determined in accordance with the mass withdrawal provisions of ERISA Sections 4041A and 4203 and applicable PBGC regulations.



## **ARTICLE XI: EMPLOYEE FINANCED PARTICIPATION (CLOSED)**

### **SECTION 11.01: EMPLOYEE FINANCED PARTICIPATION PROGRAM STATUS.**

The Employee Financed Participating program of the Fund was closed to new Groups and to new employees of participating Groups by the Board of Trustees effective July 26, 2010. Participants who began coverage under the program before its closure retain their rights and benefits under the program. All of the Participants in the Fund are covered by the Fund's regular program financed by employee contributions.

### **SECTION 11.02: PURPOSE.**

- (a) The Board of Trustees, in its sole discretion, may accept for participation in the fund groups of employees who will contribute to the Fund on their own behalf and for whom no employer contributions will be made. This Article describes special rules that apply to participants whose participation in the Fund is financed only by employee contributions.
- (b) Employee Financial Participation program is part of the defined benefit plan and pooled trust of the Fund. All benefits are payable from the Fund's pooled assets. There are no individual Participant accounts.

### **SECTION 11.03: SPECIAL DEFINITIONS.**

For purposes of this Article XI, the following special definitions shall apply.

- (a) **Group.** The term "Group" means a group of employees which has been accepted for participation in the Fund by the Board of Trustees and whose participation has not been terminated by the Board of Trustees.
- (b) **Employer.** The term "Employer" means an employer of a Group which has an agreement with the Union that provides for payroll deduction of employee contributions to the Fund or otherwise recognizes that the Group participates in the Fund.
- (c) **Participant.** The term "Participant" means a participant whose participation in the Fund is based on this Article.

### **SECTION 11.04: PARTICIPATION.**

- (a) A Group of employees can be accepted for participation in the Fund under the terms of this Article only if:
  - (1) the Group is represented by the Union;
  - (2) the Group is employed by an Employer which is party to an agreement with the Union regarding the terms and conditions of employment for the Group, and that agreement

provides for payroll deduction of employee contributions or otherwise recognizes that the Group will participate in the Fund; and

- (3) in the judgment of the Board of Trustees, the group's participation would not jeopardize the Fund's financial or actuarial soundness.
- (b) Participation is limited to those employees in the Group who contribute to the Fund, and contributions can be made only by employees who have agreed in writing to contribute either through payroll deduction or direct contribution.
- (c) Once a Group is accepted for participation in the Fund, an individual employee in the Group becomes a Participant upon receipt by the Fund of his/her first contribution and such information as the Board of Trustees may require to administer the Fund.
- (d) A Participant's participation in the Fund shall continue so long as he/she remains entitled to benefits from the Fund. The mere cessation of contributions to the Fund by a Participant will not terminate his/her participation in the Fund.
- (e) The Board of Trustees reserves the right to terminate the participation of any Group if, in its judgment, continued participation would jeopardize the financial or actuarial soundness of the Fund. However, such termination shall not affect the benefit rights earned by Participants prior to the date of termination.
- (f) If a Group's participation is terminated, no further contributions from any employee in the Group will be accepted by the Fund.

#### **SECTION 11.05: CONTRIBUTIONS.**

- (a) Each Group shall have a uniform contribution rate so that each employee in the Group who agrees to contribute must contribute at the Group's rate. The initial contribution rate and any changes in that rate over time must be acceptable to the Board of Trustees.
- (b) The Fund will accept contributions only from employees in the Group who have agreed in writing to make the contributions. The agreement shall be in a form acceptable to the Board of Trustees, and may include agreements between the employee and his/her Employer for deduction of the contributions from his/her pay. The Board of Trustees may require that contributions be received by the Fund on a particular schedule and that Participants and Employers agree to procedures for verification of contributions.
- (c) Employers which agree to payroll deduction of Participant contributions shall be responsible to submit the withheld contributions to the Fund without unreasonable delay.
- (d) Credit shall not be given for contributions or for service unless and until the contributions are received by the Fund.

**SECTION 11.06: VESTING.**

Each Participant shall be immediately and fully vested in his/her accrued benefit under this Article. His/her accrued benefit shall not be forfeitable for any reason, including his/her termination of employment or death.

**SECTION 11.07: ACCRUED BENEFIT.**

A Participant's accrued benefit is the greater of (a) or (b):

- (a) **Plan Benefit.** A Participant shall accrue a Regular Pension monthly benefit of \$1.25 for each Pension Credit that he/she earns at a contribution rate of six cents (\$0.06) per hour. For higher contribution rates, the accrual rate is as follows:

<b>Amount of Hourly Contribution</b>	<b>Regular Pension Amount for Each Pension Credit</b>	<b>Regular Pension Benefit for 30 or More Pension Credits</b>
\$ 0.06	\$ 1.25	\$ 37.50
0.07	1.46	43.80
0.08	1.67	50.10
0.09	1.88	56.40
0.10	2.08	62.40
0.11	2.29	68.70
0.12	2.50	75.80
0.13	2.71	81.30
0.14	2.92	87.60
0.15	3.13	93.90
0.16	3.33	99.90
0.17	3.54	106.20
0.18	3.75	112.50
0.19	3.96	118.80
0.20	4.17	125.10
0.21	4.38	131.40
0.22	4.58	137.40
0.23	4.79	143.70
0.24	5.00	150.00
0.25	5.21	156.30
0.26	5.42	162.60
0.27	5.63	168.90
0.28	5.83	174.90
0.29	6.04	181.20
0.30	6.25	187.50
0.31	6.46	193.80
0.32	6.67	200.10

0.33	6.88	206.40
0.34	7.08	212.40
0.35	7.29	218.70
0.36	7.50	225.00
0.37	7.71	231.30
0.38	7.92	237.60
0.39	8.13	243.90
0.40	8.33	249.90
0.41	8.54	256.20
0.42	8.75	262.50
0.43	8.92	267.60
0.44	9.08	272.40
0.45	9.25	277.50
0.46	9.42	282.60
0.47	9.58	287.40
0.48	9.75	292.50
0.49	9.92	297.60
0.50	10.08	302.40
0.51	10.25	307.50
0.52	10.42	312.60
0.53	10.58	317.40
0.54	10.75	322.50
0.55	10.92	327.60
0.56	11.08	332.40
0.57	11.25	337.50
0.58	11.42	342.60
0.59	11.58	347.40
0.60	11.75	352.50
0.605	11.83	354.90
0.61	11.92	357.60
0.62	12.08	362.40
0.63	12.25	367.50
0.64	12.42	372.60
0.65	12.58	377.40
0.66	12.75	382.50
0.67	12.92	387.60
0.68	13.08	392.40
0.69	13.25	397.50
0.70	13.42	402.60
0.71	13.58	407.40
0.72	13.75	412.50

**(b) Minimum Benefit**

- (1) The Participant's minimum accrued benefit as of any applicable date is the amount equal to the Participant's accumulated contributions, expressed as an annual benefit commencing at age 62 using the Fund's interest rate for purposes of calculating present values of accrued benefits.
- (2) Accumulated contributions means the total of:
  - (i) all contributions made to the Fund by the Participant; plus
  - (ii) interest on the Participant's contributions, compounded annually, at the following rates:
    - (A) for the period up to the determination date, a rate equal to 120% of the Federal mid-term rate (as in effect under Internal Revenue Code §1274 for the first month of a plan year); and
    - (B) for the period starting with the determination date and ending on the date when the Participant attains Normal Retirement Age, a rate equal to the Fund's interest rate for purposes of calculating present values of accrued benefits.

**SECTION 11.08: PENSION CREDIT.**

- (a) **In General.** A Participant's Pension Credit consists of Future Service Pension Credit, which he/she earns for service during periods when he/she is contributing to the Fund, and any Past Service Pension Credit which he/she is granted under these rules for periods of service before he/she began contributing to the Fund.
- (b) **Future Service (Contributory) Pension Credit.** A Participant shall earn Pension Credit for periods of employment for which he/she contributes to the Fund in accordance with the following schedule:

<b>Hours of Service in Calendar Year for Which Contributions are Made to the Fund</b>	<b>Future Service Pension Credit for Calendar Year</b>
1-166	1 month
167-332	2 months
333-499	3 months
500-666	4 months
667-832	5 months
833-999	6 months
1,000-1,166	7 months
1,167-1,332	8 months
1,333-1,499	9 months
1,500-1,666	10 months

1,667-1,799	11 months
1,800 and over	12 months

(c) **Past Service (Pre-Contributory) Pension Credit.** A Participant who meets the conditions set forth in (1), below shall be granted Past Service Pension Credit in accordance with (2), below.

(1) Conditions

- (i) The Participant must elect to participate in the Fund and commence his/her contributions within six months after the Group is first accepted into participation by the Fund; or, if he/she was not employed by the Employer at any time during that six month period, the Participant must elect to participate in the Fund and commence his/her contributions within six months after he/she is re-employed by the Employer.
- (ii) The Participant must earn at least five years of Future Service (Contributory) Pension Credit in order to qualify for any Past Service Pension Credit.
- (iii) Notwithstanding anything to the contrary in paragraph (i), with regard to employees of the California State University, the six-month period referred to in paragraph (i) shall be considered as not terminating earlier than June 30, 2000.

(2) **Credit:** Once a Participant meets the conditions set forth in (1), above, the Participant shall be granted 12 months of Past Service Pension Credit for each calendar year of employment with the Employer prior to the Fund's acceptance of the Group into participation, provided—

- (i) the Participant worked for at least 150 days, or earned at least \$2,500, in such employment during each year for which Past Service Pension Credit is granted;
- (ii) that such employment was in a job classification and place of employment that was at the time, or subsequently is, covered by the agreement between the Union and the Employer;
- (iii) that Past Service Pension Credit shall not be granted for years prior to a permanent break in the Participant's employment with the Employer. A permanent break consists of the greater of: (a) five consecutive calendar years during which the Participant did not meet the requirements of (i) or (ii); or (b) a number of consecutive calendar years during which the Participant did not meet the requirements of (i) or (ii) which equals or exceeds the number of earlier years during which the Participant did meet the requirements of (i) and (ii). However, failure to meet the requirements of (i) or (ii) in one or more years shall be disregarded for purposes of determining whether a permanent break occurred if the failure was due to any of the circumstances described in Article IV, Section 4.03

(f)of these Rules and Regulations (relating to disability, military service, and union service).

#### **SECTION 11.09: FORMS OF BENEFIT.**

- (a) **In General.** Consistent with the purpose of the Fund to provide a retirement income, a Participant's accrued benefit shall be payable only in the forms described herein. All forms of benefit shall be no less than the Actuarial Equivalent of the Participant's accrued benefit.
- (b) **Regular Pension.** A Participant who completed at least one Hour of Service prior to January 1, 2008 shall be eligible to retire and receive a Regular Pension once he/she attains at least age 62. A Participant who did not complete at least one Hour of Service prior to January 1, 2008 shall be eligible to retire and receive a Regular Pension once he/she attains at least age 65. The amount of the Regular Pension shall be his/her accrued benefit payable in the form of equal monthly payments for the life of the Participant.
- (c) **Early Retirement Pension.** A Participant shall be eligible to retire and receive an Early Retirement Pension once he/she attains age 55. The amount of the Early Retirement Pension shall be the Actuarial Equivalent of his/her accrued benefit payable in the form of equal monthly payments for the life of the Participant.
- (d) **Disability Pension.** A Participant shall be eligible to retire and receive a Disability Pension if he/she becomes totally and permanently disabled at any age. Whether a Participant is totally and permanently disabled shall be determined in accordance with Article III, Section 3.10 of these Rules and Regulations. The amount of his/her Disability Pension shall be the Actuarial Equivalent of his/her accrued benefit payable in the form of equal monthly payments for the life of the Participant. Disability Pension payments shall cease if the Participant re-enters employment with the Employer or with another Contributing Employer, and the Participant's accrued benefit shall be reduced by the amount of the benefit payments made.
- (e) **Joint and Survivor Pension.**
  - (1) All pensions shall be paid in the form of a 50% joint and survivor pension, as required by law, unless:
    - (i) the Participant is not married on the date that he/she retires; or
    - (ii) the Participant and his/her spouse properly reject 50% joint and survivor pension form of pension before payments begin.
  - (2) The provisions of Article V of these Rules and Regulations relating to Joint and Survivor Pensions shall apply hereunder.
- (f) **Survivor's Option Pension.** A married Participant may elect to receive his/her Regular, Early Retirement, Disability, or Joint and Survivor Pension in the form of a Survivor's Option Pension under which 100% or 75% of his/her actuarially reduced benefit would be paid after

his/her death to his/her spouse for life. The provisions of Article VI of these Rules and Regulations shall apply hereunder.

- (g) **120 Certain Payments Option.** A Participant may elect to receive his/her Regular, Early Retirement, or Disability Pension in the form of a 120 Certain Payments Option under which payment of his/her pension is guaranteed for 120 months even if he/she dies before receiving 120 monthly payments. The provisions of Article VI, Section 6.04 of these Rules and Regulations shall apply hereunder.
- (h) **Lump Sum.** The Lump Sum optional form of benefit is eliminated for retirements on and after January 1, 2019.
- (i) **Involuntary Cash-out.** If a Participant retires or otherwise terminates his/her employment with the Employer, and the Participant's accrued benefit has a present value of \$5,000 or less, the Fund may distribute the entire accrued benefit in a single lump sum to the Participant without his/her consent as provided in Article VII, Section 7.14 of these Rules and Regulations. Upon such a distribution, no further payments shall be owed by the Fund to or for the Participant or any beneficiary.
- (j) **Exclusive Forms of Benefit.** Other than the forms of benefit set forth in this Section and Section 11.09, no form of benefit or benefit option described in these Rules and Regulations shall be available to Participants whose participation is based on this Article or to their beneficiaries.

#### **SECTION 11.10: DEATH BENEFITS.**

In the event that a Participant dies prior to the commencement of benefit payments to him or her, a Death Benefit shall be paid. The amount of the Death Benefit shall be the actuarial equivalent of the Participant's entire accrued benefit paid in the form of a single lump sum. The Death Benefit shall be paid to the Surviving Spouse of the Participant. If the Participant was not married at the time of his or her death, the Death Benefit shall be paid to the Designated Beneficiary or Beneficiaries of the Participant, if any. If there is no Designated Beneficiary, the Death Benefit shall be paid to the surviving child or children (natural or adopted) of the Participant and divided equally among them if there are two or more surviving children. If there are no surviving children, then payment shall be made, divided equally, to the surviving parents of the Participant. If there are no surviving parents, then the payment shall be made, divided equally, to the surviving brothers or sisters of the Participant. If there are no such survivors, payment will be made to the Participant's estate. A half-sibling or step-sibling shall be considered a sibling.

#### **SECTION 11.11: RETIREMENT AND APPLICATION FOR BENEFITS.**

- (a) For purposes of this Article, retirement means that the Participant has separated from employment with the Employer. Even if a Participant has not separated from employment, he/she shall be considered retired and required to commence receiving a distribution of his/her benefits as of the first day of the April first following the Calendar Year during which he/she attained the age of Required Beginning Date.



- (b) Except in the case of an involuntary cash-out, no benefit shall be payable hereunder, unless and until the Participant or, in the case of survivors or death benefits, the beneficiary applies and submits to the Board of Trustees such information as the Board needs to determine the benefit entitlement.

**SECTION 11.12: APPLICATION OF OTHER PLAN RULES.**

The following provisions of these Rules and Regulations shall not apply with respect to the Participants whose participation in the Fund is based on this Article XI, except to the extent specifically referenced in this Article: Articles II; III; IV; V; VI; VII, Section 7.07, 7.08; and Article X and XI.

## ARTICLE XII: TOP HEAVY PROVISIONS

### SECTION 12.01: DEFINITIONS.

For purposes of this Article, the following words and phrases shall have the meaning stated below unless a different meaning is clearly required by the context:

(a) **Key Employee.**

“Key Employee” means a Non-Bargained Employee or former Non-Bargained Employee (and the beneficiaries of such employee) meeting the definition of “Key Employee” contained in §416(I)(1) of the Internal Revenue Code and §1.416-1 of the Treasury Regulations.

Effective for Plan Years beginning after December 31, 2001, a Key Employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date was an officer of the Employer having annual compensation greater than \$185,000 (as adjusted under IRC §416(i)(1) for Plan Years beginning after December 31, 2013, a 5-percent owner of the employer, or a 1-percent owner of the employer having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation within the meaning of IRC §415(c)(3). The determination of who is a key employee will be made in accordance with IRC §416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

(b) **Non-Key Employee.**

“Non-Key Employee” means any Non-Bargained Employee who is not a Key Employee.

(c) **Annual Compensation.**

Annual Compensation means compensation as defined in Section 1.30.

(d) **Determination Date.**

“Determination Date” means, with respect to any Plan Year, the last day of the preceding Plan Year, or in the case of the first Plan Year of any Plan, the last day of such Plan Year.

### SECTION 12.02: TOP HEAVY PLAN REQUIREMENTS.

Effective January 1, 1984, for any Top Heavy Plan Year, the Plan shall provide the following:

- (a) Special vesting requirements of §416(b) of the Internal Revenue Code pursuant to Section 12.04.
- (b) Special minimum benefit requirements of §416(c) of the Internal Revenue Code pursuant to Section 12.05.

### **SECTION 12.03: DETERMINATION OF TOP HEAVY STATUS.**

- (a) This Plan shall be a Top Heavy Plan for any Plan Year commencing after December 31, 1983, in which, as of the Determination Date,
- (1) the present value of accrued benefits of Key Employees and
  - (2) the sum of the aggregate accounts of Key Employees under this Plan and all plans of an Aggregation Group exceeds sixty percent (60%) of the present value of accrued benefits and the aggregate accounts of all Key Employees and Non-Key Employees under this Plan and all plans of an Aggregation Group.

If any Participant is a Non-Key Employee for a Plan Year, but such Participant was a Key Employee for any prior Plan Year, such Participant's present value of accrued benefits and/or aggregate account balance shall not be taken into account for purposes of determining whether this Plan is a Top Heavy or Super Top Heavy Plan (or whether any Aggregation Group which includes this Plan is a Top Heavy Group). In addition, to Plan Years beginning after December 31, 1984, if a Participant or former Participant has not received any Annual Compensation from any Employer maintaining the Plan (other than benefits under the Plan) at any time during the five-year period ending on the Determination Date, the aggregate account and/or present value of accrued benefit for such Participant or former Participant shall not be taken into account for the purposes of determining whether this Plan is a Top Heavy Plan.

- (b) A Participant's aggregate account as of the Determination Date shall be determined under applicable provisions of the defined contribution plan used in determining Top Heavy Plan status.
- (c) "Aggregation Group" means either a Required Aggregation Group or a Permissive Aggregation Group as hereinafter determined.
- (1) In determining a Required Aggregation Group hereunder, each plan of an Employer in which a Key Employee is a Participant, and each other plan of an Employer which enables any plan in which a Key Employee participates to meet the requirements of §401(a)(4) and §410 of the Internal Revenue Code, will be required to be aggregated. Such group shall be known as a "Required Aggregation Group."

In the case of a Required Aggregation Group, each plan in the group will be considered a Top Heavy Plan if the Required Aggregation Group is a Top Heavy Group. No plan in the Required Aggregation Group is a Top Heavy Group if the Required Aggregation Group is not a Top Heavy Group.

- (2) An Employer may also include any other plan not required to be included in the Required Aggregation Group, provided the resulting group taken as a whole, would continue to satisfy the provisions of §401(a)(4) and §410 of the Internal Revenue Code. Such group shall be known as a "Permissive Aggregation Group."

In the case of a Permissive Aggregation Group, only a plan that is part of the Required Aggregation Group will be considered a Top Heavy Plan if the Permissive Aggregation Group is a Top Heavy Group. No plan in the Permissive Aggregation Group will be considered a Top Heavy Plan if the Permissive Aggregation Group is not a Top Heavy Group.

- (3) Only those plans of an Employer in which the Determination Dates fall within the same Calendar Year shall be aggregated in order to determine whether such plans are Top Heavy Plans.
- (d) In the case of a defined benefit plan, a Participant's present value of accrued benefits shall be determined:
- (1) as of the most recent actuarial valuation date which is the most recent valuation date within a twelve-month period ending on the Determination Date.
  - (2) for the first Plan Year, as if:
    - (i) the Participant terminated service as of the Determination Date; or
    - (ii) the Participant terminated service as of the actuarial valuation date, but taking into account the estimated present value of accrued benefits as of the Determination Date.
  - (3) for any other Plan Year, as if the Participant terminated service as of the actuarial valuation date,
  - (4) the actuarial valuation date must be the same date used for computing the defined benefit plan minimum funding costs, regardless of whether a valuation is performed in the Plan Year.
- (e) The calculation of a Participant's present value of accrued benefit as of a Determination Date shall be the sum of the following:
- (1) the present value of accrued benefit using actuarial assumptions stated in the most recent actuarial valuation;
  - (2) any Plan distributions made within the Plan Year that includes the Determination Date or within four preceding Plan Years. However, in the case of distributions made after the valuation date and prior to the Determination Date, such distributions are not included as distributions for Top Heavy purposes to the extent that such distributions are already included in the Participant's present value of accrued benefit as of the valuation date.

Notwithstanding anything herein to the contrary, all distributions, including distributions made prior to January 1, 1984, and distributions under a terminated plan which if it had

not been terminated would have been required to be included in an Aggregation Group, will be counted;

- (3) any Employee contributions, whether voluntary or mandatory. However, amounts attributable to tax-deductible Qualified Voluntary Employee Contributions shall not be considered to be a part of the Participant's present value of accrued benefits;
  - (4) with respect to unrelated rollovers and plan-to-plan transfers (ones which are both initiated by the Employee and made from a plan maintained by one Employer to a plan maintained by another Employer), if this Plan provides for rollovers or plan-to-plan transfers, it shall always consider such rollover or plan-to-plan transfers as a distribution for purposes of this section. If this Plan is the plan accepting such rollovers or plan-to-plan transfers, it shall not consider such rollovers or plan-to-plan transfers accepted after December 31, 1983, as part of the Participant's present value of accrued benefits. However, rollovers or plan-to-plan transfers accepted prior to January 1, 1984 shall be considered as part of the Participant's present value of accrued benefits; and
  - (5) With respect to related rollovers and plan-to-plan transfers (ones either not initiated by the Employee or made to a plan maintained by the same Employer), if this Plan provides the rollover or plan-to-plan transfer, it shall not be counted as a distribution for purposes of this section. If this Plan is the plan accepting such rollover or plan-to-plan transfer, it shall consider such rollover or plan-to-plan transfer as part of the participant's present value of accrued benefits, irrespective of the date on which such rollover or plan-to-plan transfer is accepted.
  - (6) Notwithstanding the foregoing, effective for Plan years beginning after December 31, 2001:
    - (i) The present values of accrued benefits and the amounts of account balances of an Employee as of the Determination Date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under IRC §416(g)(2) during the one-year period ending on the Determination Date. The preceding sentence also shall apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under IRC §416(g)(2)(A)(i). In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "five-year period" for "one-year period."
    - (ii) Employees not Performing Services During Year Ending on the Determination Date. The accrued benefits and accounts of any individual who has not performed services for the Employer during the one-year period ending on the Determination Date shall not be taken into account.
- (f) "Top Heavy Group" means an Aggregation Group in which, as of the Determination Date, the sum of:

- (1) the present value of accrued benefits of Key Employees under all defined benefit plans included in the group, and
  - (2) the aggregate accounts of Key Employees under all defined contribution plans included in the group exceeds sixty percent (60%) of a similar sum determined for all Participants.
- (g) Notwithstanding anything herein to the contrary, the effective date otherwise provided for herein for the application of §416 of the Internal Revenue Code to this Plan (Plan Years beginning after December 31, 1983) shall be extended in accordance with any federal law or regulatory authority.

**SECTION 12.04: TOP HEAVY VESTING.**

- (a) Notwithstanding the determination of Vested Status in accordance with Section 4.06 of the Plan for any Top Heavy Plan Year, the vested portion of the accrued benefit of any Participant who is a Non-Bargained Employee shall be determined on the basis of that Participant's number of Years of Vesting Service according to the following schedule:

<b>VESTING SCHEDULE</b>	
<u><i>Years of Vesting Service</i></u>	<u><i>Percentage</i></u>
Less than 3	0%
3 or more	100%

- (b) If, in any subsequent Plan Year, the Plan ceases to be a Top Heavy Plan, the Trustees may elect to:
- (1) continue to apply this vesting schedule in determining the vested portion of the accrued benefit of any Participant who is a Non-Bargained Employee, or
  - (2) revert to the vesting schedule in effect before this Plan became a Top Heavy Plan pursuant to §411(a)(10) of the Internal Revenue Code. The non-forfeitable percentage of the accrued benefit before the Plan ceased being Top Heavy, therefore must not be reduced and any Participant with three or more Years of Vesting Service must be given the option of remaining under the Top Heavy vesting schedule. Any such reversion shall be treated as a Plan amendment.
- (c) The Top Heavy vesting schedule does not apply to the accrued benefit of any Employee who does not have one Hour of Service after the Plan has initially become a Top Heavy Plan and such Employee's accrued benefit attributable to Employer Contributions will be determined without regard to this Article.

**SECTION 12.05: TOP HEAVY BENEFIT REQUIREMENTS.**

- (a) The minimum accrued benefit derived from Employer contributions to be provided under the section for each Non-Key Employee who is a Participant shall equal the product of:
  - (1) one-twelfth (1/12th) of Annual Compensation averaged over the five consecutive “limitation years” (or actual number of “limitation years” if less) which produces the highest average, and
  - (2) the lesser of:
    - (i) two percent (2%) multiplied by Years of Vesting Service, or
    - (ii) twenty percent (20%).
- (b) For purposes of providing the minimum benefit under §416 of the Internal Revenue Code, a Non-Key Employee who is not a Participant solely because:
  - (1) his Annual Compensation is below a stated amount, or
  - (2) he declined to make mandatory contributions to the Plan will be considered to be a Participant.
- (c) For purposes of this Section 12.05, Years of Vesting Service for any Plan Year ending prior to January 1, 1984, or for any Plan Year during which the Plan was not a Top Heavy Plan shall be disregarded.
- (d) For purposes of this Section 12.05, Annual Compensation for any “limitation year” ending prior to January 1, 1984, or subsequent to the last “limitation year” during which the Plan is a Top Heavy Plan shall be disregarded. The term “limitation year” means the Plan Year.
- (e) For purposes of this Section 12.05, Annual Compensation shall have the meaning set forth in §1.415-2(d) of the Treasury Regulations, but in no event more than the maximum allowable in any Calendar Year under IRC §401(a)(17). For Plan Years beginning on and after January 1, 1984, Annual Compensation shall have the meaning set forth in Paragraph 12.01(c).
- (f) If the Plan provides for the normal retirement benefit to be paid in a form other than a single life annuity, the accrued benefit under this Section 12.05 shall be the actuarial equivalent of the minimum accrued benefit under Subsection 12.05(a) above.
- (g) If payment of the minimum accrued benefit commences at a date other than Normal Retirement Age, the minimum accrued benefit shall be adjusted in accordance with Section 3.05 of the Plan.

- (h) If a Non-Key Employee participates in this Plan and a defined contribution plan included in a Required Aggregation Group which is top heavy, the minimum benefits shall be provided under this Plan.
  - (1) To the extent required to be non-forfeitable under Section 4.06 of the Plan the minimum accrued benefit under this section may not be forfeited under §411(a)(3)(B) or §411(a)(3)(D) of the Internal Revenue Code.
- (i) For Plan Years beginning after December 31, 2001, for purposes of satisfying the minimum benefit requirements of IRC416(c)(1) and in determining years of service with the Employer, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits (within the meaning of IRC §410(b)) no Key Employee or former Key Employee.



## ARTICLE XIII: REQUIRED MINIMUM DISTRIBUTIONS

### SECTION 13.01: GENERAL RULES.

- (a) Effective Date. The provisions of this Article will apply for purposes of determining required minimum distributions for Calendar Years beginning after December 31, 2005. For purposes of determining minimum required distributions for Calendar Years 2003, 2004, and 2005, a good faith interpretation of the requirements of Section 401(a)(9) of the Code shall apply.
- (b) Precedence.
  - (1) The requirements of this Article will take precedence over any inconsistent provisions of the Plan.
  - (2) This Article does not authorize any distribution options not otherwise provided under the Plan.
- (c) Requirements of Treasury Regulations Incorporated. All distributions required under this Article will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.
- (d) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Article, other than Section 13.01(c), distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

### SECTION 13.02: TIME AND MANNER OF DISTRIBUTION.

- (a) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date, as defined in Article I, Section 1.29.
- (b) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
  - (1) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the Calendar Year immediately following the Calendar Year in which the Participant died, or by December 31 of the Calendar Year in which the Participant would have attained the Required Beginning Date.
  - (2) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the Calendar Year immediately following the Calendar Year in which the Participant died.

- (3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the Calendar Year containing the fifth anniversary of the Participant's death.
- (4) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 13.02, other than Section 13.02(a), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 13.02 and Section 13.05, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 13.02(b)(4) applies, the date distributions are required to begin to the surviving Spouse under Section 13.02(b)(1)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 13.02(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (c) Form of Distribution. Unless the Participant's interest is distributed in a single sum on or before the Required Beginning Date, as of the first distribution Calendar Year distributions will be made in accordance with Sections 13.03, 13.04 and 13.05 of this Article.

### **SECTION 13.03: DETERMINATION OF AMOUNT TO BE DISTRIBUTED EACH YEAR.**

- (a) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
  - (1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
  - (2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 13.04 or 13.05;
  - (3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
  - (4) payments will either be non-increasing or increase only as follows:
    - (i) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
    - (ii) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Section 13.04 dies or is no

longer the Participant's Beneficiary pursuant to a Qualified Domestic Relations Order;

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

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

(b) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 13.02(b)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next Calendar Year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

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

#### **SECTION 13.04: REQUIREMENTS FOR ANNUITY DISTRIBUTIONS THAT COMMENCE DURING PARTICIPANT'S LIFETIME.**

(a) Joint Life Annuities Where the Beneficiary is not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the Designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.

(b) Period Certain Annuities. Unless the Participant's Spouse is the sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the Calendar Year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday

in the year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 13.04(b), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Calendar Year that contains the Annuity Starting Date.

**SECTION 13.05: REQUIREMENTS FOR MINIMUM DISTRIBUTIONS WHERE PARTICIPANT DIES BEFORE DATE DISTRIBUTIONS BEGIN.**

- (a) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 13.02(b)(1) or (2), over the life of the Designated Beneficiary or over a period certain not exceeding:
  - (1) unless the Annuity Starting Date is before the first distribution Calendar Year, the life expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the Calendar Year immediately following the Calendar Year of the Participant's death; or
  - (2) if the Annuity Starting Date is before the first distribution Calendar Year, the life expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the Calendar Year that contains the Annuity Starting Date.
- (b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the Calendar Year containing the fifth anniversary of the Participant's death.
- (c) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section 13.05 will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 13.02(b)(1).

**SECTION 13.06: DEFINITIONS.**

- (a) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 1.12 of the Plan and is the Designated Beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-4 of the Treasury regulations.

- (b) Distribution Calendar Year. A Calendar Year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the Calendar Year immediately preceding the Calendar Year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the Calendar Year in which distributions are required to begin pursuant to Section 13.02(b).
- (c) Life expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.
- (d) Required Beginning Date. The date specified in Section 1.29 of the Plan.

## **ARTICLE XIV: FUNDING AND CONTRIBUTIONS**

### **SECTION 14.01: GENERAL.**

- (a) The benefits and administrative expenses of the Pension Fund shall be funded by Employer Contributions from Contributing Employers and investment gains and income together with such revenue from Employer Withdrawal Liability payments, interest and penalties relating to delinquent contributions, contributions made under Article XI, Section 11.04 (relating to the Employee Financed Participation program), and incidental sources.
- (b) With the exception of the Employee Financed Participation program, the Fund will accept only Employer Contributions from Contributing Employers made in accordance with a Collective Bargaining Agreement or participation agreement that is acceptable to the Fund. Employer Contributions are, by definition, excluded from the employees' taxable income under law and do not involve an individual employee decision to defer wages. Rather, Employer Contributions are required uniformly for all employees in a bargaining unit or other group.
- (c) Each Employer is deemed to have accepted the Fund's Agreement and Declaration of Trust upon submitting contributions to the Fund.

### **SECTION 14.02: CONTRIBUTION RATES.**

- (a) Generally, the rate at which a Contributing Employer is required to contribute to the Pension Fund is the rate set forth in the Collective Bargaining Agreement to which the Employer is bound; provided that the Board of Trustees has accepted the Employer's participation or continued participation based on the Collective Bargaining Agreement. A Collective Bargaining Agreement will not be an acceptable basis for participation or continued participation in the Pension Fund if it provides for contributions at a rate or on terms that are unacceptable to the Board of Trustees.
- (b) The contribution rate determines the benefit level applicable to Pension Credits earned for Covered Employment at that rate in accordance with Article III of this Plan and the contribution rate – benefit level schedules described therein.
- (c) Base For Contribution Rates
  - (1) A contribution rate may be based on hours, days, weeks or months, or may be a percentage of pay on terms acceptable to the Fund. Contributions based on days (daily rate) must be paid for every day even if an employee works or is paid for only a portion of the day. Contributions based on weeks (weekly rate) must be paid for every week even if an employee works or is paid for only a portion of the week. Contributions based on months (monthly rate) must be paid for every month even if an employee works or is paid for only a portion of the month. All contributions rates, regardless of the basis, must be paid for time for which an employee actually works or is on paid leave.

- (2) All contributions rates will be converted by the Fund to an hourly rate for purposes of applying the contribution rate – benefit level schedules. The methods for conversion are described in Article III, Section 3.03(b)(2)(ii) of this Plan.
  
- (d) A reduction in the contribution rate for any particular unit or group of employees shall not be recognized by the Fund if such a reduction would violate applicable law, any rule adopted by the Board of Trustees to comply with applicable law, or any agreement. To the extent that a reduction in the contribution rate for a unit or group is permissible, the reduction shall not be recognized and given effect by the Fund until the later of: (1) thirty (30) days after the date on which the Fund receives written notice of the reduction from the Union or the Contributing Employer involved, and (2) the effective date of the reduction set by the agreement between the Union and the Contributing Employer shall remain obligated to continue contributing at the unreduced rate until the date on which the rate reduction is permitted by this subsection, notwithstanding any agreement between the Union and Contributing Employer to the contrary. This provision is intended to enable the Fund to comply with its legal obligation of advance notification to each affected Participant of a reduction in his or her future benefit accrual due to a reduction in the contribution rate.

**SECTION 14.03: CONTRIBUTION PAYMENTS.**

- (a) Only contributions in money are acceptable. Contributions in-kind are not acceptable.
  
- (b) Contributions must be paid on a monthly basis. Specifically, contributions for work (or paid leave) in a particular calendar month are due by the twentieth (20<sup>th</sup>) day of the following month and are deemed overdue and delinquent if not paid by that date. The Board of Trustees, in its discretion, may grant a grace period.
  
- (c) Contributing Employers shall truthfully complete and submit to the Pension Fund with their contribution payments such written contribution reports or electronic submission as the Board of Trustees may require to ensure proper crediting of the contributions.
  
- (d) All contribution payments and reports shall be submitted to the Pension Fund at 905 16<sup>th</sup> Street, N.W., Washington, D.C. 20006 unless otherwise directed by the Board of Trustees. Payments shall be made by valid check unless a mutual agreement between the Employer and the Pension Fund is reached for an alternative method of payment such as electronic funds transfer.
  
- (e) The Board of Trustees shall have the right to assign a certified public accountancy firm to audit any Contributing Employer's payroll and other records from time-to-time to verify the accuracy of contributions to the Pension Fund, verify employee eligibility, properly credit the employees' records, and for other purposes necessary or appropriate for proper Fund administration. The Employer shall provide the auditors with reasonable, timely access to all relevant records and facilities so that an appropriate audit can be performed. The cost of such an audit shall be borne by the Pension Fund except that the Board of Trustees, in its discretion, may assess all or part of the audit cost on the Employer if a significant contribution

delinquency is revealed by the audit or if excess audit expenses are incurred due to non-cooperation on the part of the Employer.

- (f) A Contributing Employer shall maintain for at least six (6) years accurate and complete records relating to its contribution obligations, payments, and reports to the Pension Fund. If an Employer fails to maintain proper payroll and related records needed to verify its contribution obligations and the accuracy and completeness of its contribution payments, the Pension Fund shall be entitled to rely on reasonable estimates and the Employer shall be bound by those estimates.
- (g) Contributions that are due and owed to the Fund are accounts receivable and assets of the Fund earned by Participants through their labor for the Employer. Failure by an Employer to submit contributions when due may constitute a breach of fiduciary duty by the Employer or by the owner or officers of an Employer with control over these assets.

#### **SECTION 14.04: DELINQUENT CONTRIBUTIONS.**

- (a) Contributions owed but not received by the Pension Fund on or before the due date are deemed overdue and delinquent. A Contributing Employer shall be liable for its delinquent contributions plus interest, liquidated damages, and other costs as provided in this Section, in addition to any other remedy provided under applicable law.
- (b) Interest at the rate of 1.5% per month, compounded, shall be assessed on delinquent contributions not received by the Pension Fund within thirty (30) calendar days after the due date. Such interest shall be assessed from the due date until the date on which the contributions (including accrued interest) are paid. Payment of all interest charges shall be immediately due upon issuance of notice to the Employer. Accrued, unpaid interest shall be considered as delinquent contributions. This interest reflects the Pension Fund's loss of investment opportunity and the fact that a delinquency is, in effect, an involuntary loan to the Employer that must be discouraged.
- (c) In addition to interest, liquidated damages in the amount of twenty percent (20%) of the delinquent contributions shall be assessed if the Pension Fund refers the delinquency to an attorney for collection. Liquidated damages are intended to defray the Fund's reasonably anticipated costs of administration and collection.
- (d) If an Employer fails to submit completed contribution reports and the Pension Fund performs and audit to determine the amount of the contribution delinquency, the Employer shall be assessed the cost of the audit and payment of this assessment shall be immediately due upon issuance of notice to the Employer.

#### **SECTION 14.05: LITIGATION.**

- (a) The Pension Fund may, in its discretion, commence legal proceedings under ERISA Section 502 and/or any other applicable cause of action in an appropriate U.S. District Court to



enforce the rights and obligations under this Article and obtain the relief to which the Fund is entitled under this Article, ERISA, and any other applicable law, including injunctive relief.

- (b) The Pension Fund shall not be bound by or required to exhaust any grievance, arbitration, or other dispute resolution procedure or provisions of any Collective Bargaining Agreement or other agreement. This provision shall not limit any rights of the Union under the Collective Bargaining Agreement or applicable law.
- (c) The Pension Fund is administered in Washington, D.C. for purposes of venue. In accordance with ERISA, legal process may be effectively served in any other federal district in which a defendant can be found.
- (d) If the Pension Fund commences litigation to enforce the Employer's obligations under this Article, the Employer shall be liable for the Pension Fund's costs of litigation including attorney's fees, expert and other professional fees, and court costs.

**SECTION 14.06: SETTLEMENTS.**

- (a) The Board of Trustees or the Fund Administrator may, in its discretion, settle, compromise, waive, release, or not enforce any obligation or right under this Article. However, no waiver, release, compromise or settlement will be effective unless explicitly confirmed in a writing signed by an authorized representative of the Pension Fund.
- (b) The non-enforcement by the Pension Fund of any obligation or right under this Article shall not constitute a waiver or forgiveness of the obligation or right nor of any future obligation or right.

**SECTION 14.07: MISTAKEN CONTRIBUTIONS.**

- (a) If an Employer makes a contribution or other payment to the Fund by a mistake of fact or law, the Fund may, in his or her discretion, return such contribution or payment to the Employer if the Employer requests a refund within six (6) months after the Fund Administrator determines that the contribution or payment was made by such mistake, as provided in ERISA §403(c)(2)(A)(ii).
- (b) In deciding whether to refund an Employer contribution or other payment made by mistake, the Fund Administrator shall consider equities of the facts and circumstances including whether Participants have already been paid benefits or accrued benefits based on the contributions or other payments.
- (c) If the Fund does refund mistaken contributions or other payments to an Employer, no interest or investment earnings on the contributions or other payments shall be paid to the Employer, as provided under Treasury Regulations at 26 CFR §1.401(a)(2)-1.

## ARTICLE XV: BOARD OF TRUSTEES

### SECTION 15.01: AUTHORITY OF THE BOARD OF TRUSTEES.

In addition to the authority granted elsewhere in this Plan, the Pension Fund's Board of Trustees has full and exclusive discretion and authority:

- (a) to set and amend from time to time the provisions of this Plan, and to set the effective dates thereof;
- (b) to set such Plan and Fund procedures, rules, regulations, policies and forms as it deems necessary or appropriate;
- (c) to decide all questions relating to the interpretation and application of this Plan and all rules, regulations, procedures, policies and documents relating to the Plan and Fund, including all factual questions, which decisions shall be final and binding on all Participants, Beneficiaries, Employees, Employers, Unions, and all other persons;
- (d) to delegate authority to any Trustee, committee of Trustees, the Fund Administrator, or other persons; and
- (e) to perform any and all other acts regarding the Plan and Fund that it deems necessary or appropriate for the sound administration of the Plan and Fund and to protect and carryout the purposes and interests of the Plan and Fund.

## **ARTICLE XVI: ZONE TRANSITION RULES**

### **SECTION 16.01: TERMINATION OF THE FUNDING REHABILITATION PLAN.**

- (a) The Funding Rehabilitation Plan (“FRP”), including the Preferred and Default Schedules thereof, as adopted on July 26, 2010, is terminated effective March 30, 2020. This Article describes rules governing the transition from the FRP to the normal Rules and Regulations of the Fund, including some residual effects of the FRP.
- (b) Employers joining the Fund will no longer be required to adopt a FRP schedule.
- (c) The requirement of annual contributions rate increases in collectively bargained employer contribution rates under the FRP Schedules is terminated as of March 30, 2020. Contribution rates in effect as of March 30, 2020 and later will determine benefit accrual rates through at least December 31, 2020.
- (d) The FRP will not apply to pension credits earned after March 30, 2020.

### **SECTION 16.02A: ACCRUED BENEFITS: TRANSITIONING FRP PREFERRED SCHEDULE PARTICIPANTS.**

- (a) Benefit accrual rates in effect under the FRP Preferred Schedule continue in effect after the termination of the FRP on March 30, 2020, except as otherwise provided in this Section.
- (b) With regard to Participants who were covered by the Preferred Schedule immediately before March 30, 2020:
  - (1) Benefit accruals for Pension Credits earned before the FRP was adopted in July 2010 remain unchanged.
  - (2) For Pension Credits earned during coverage by the Preferred Schedule and through June 30, 2021, the Participant’s benefit accrual rates are the rates set in that Schedule.
  - (3) Accrual rates for Pension Credits earned on and after July 1, 2021 will be based on the New Benefit Schedule (contribution rate-accrual rate matrix) prepared by the Fund’s actuary which reflects the following:
    - (i) Participants whose Employers made 9 annual increases in its contribution rate under the Preferred Schedule will earn benefits at an accrual rate that is about 20% higher than their Preferred Schedule accrual rate, provided that the contribution rate remains unchanged.
    - (ii) Participants whose Employer made 8 annual increases in its contribution rate under the Preferred Schedule will earn benefits at an accrual rate that is about 10% higher

than their Preferred Schedule accrual rate, provided that the contribution rate remains unchanged.

- (iii) Participants whose employer made 7 annual increases in its contribution rate under the Preferred Schedule will earn benefits at the same accrual rate as under the Preferred Schedule, provided that the contribution rate remains unchanged.
- (iv) Participants whose Employer made less than 7 annual increases in its contribution rate under the Preferred Schedule will earn benefits at an accrual rate that is lower than they earned under the Preferred Schedule, unless their Employer increases its contribution rate to the level required under the New Benefit Schedule to support their current accrual rate. This reduced rate will go into effect under the New Benefit Schedule for Pension Credits earned on and after January 1, 2022. For these Participants, the accrual rate in effect under the Preferred Schedule will remain in effect at least through December 31, 2021.
- (v) If an Employer's contribution rate is reduced, the applicable accrual rate will be increased by an amount determined in accordance with the New Benefit Schedule by the Fund Administrator.
- (vi) If an Employer's contribution rate is reduced, the applicable accrual rate will be reduced by an amount determined in accordance with the New Benefit Schedule by the Fund Administrator, unless the Fund's actuary determines that, under the circumstances, the reduced contribution rate is insufficient to support this accrual rate and sets another accrual rate for which the reduced contribution rate would be sufficient.

**SECTION 16.02B: ACCRUED BENEFITS: TRANSITIONING FRP DEFAULT SCHEDULE PARTICIPANTS.**

- (a) Benefit accrual rates in effect under the FRP Default Schedule continue in effect after the termination of the FRP on March 30, 2020, except as otherwise provided in this Section.
- (b) With regard to Participants who are covered by the Default Schedule immediately before March 30, 2020:
  - (1) Benefit accruals for Pension Credits earned before the FRP was adopted in July 2010 remain unchanged.
  - (2) For Pension Credits earned during coverage by the Default Schedule and through June 30, 2021, Participants accrued benefits at the rates set in that Schedule. Those accrued benefits will remain unchanged.
  - (3) Accrual rates for Pension Credits earned during for service on and after July 1, 2021 will be based on the New Benefit Schedule (contribution rate-accrual rate matrix) prepared by the Fund's actuary which reflects the following:

- (i) Participants whose Employer made 10 annual increases in its contribution rate under the Default Schedule will earn benefits at an accrual rate that is about 20% higher than their Default Schedule accrual rate, provided that the contribution rate remains unchanged.
- (ii) Participants whose Employer made 9 annual increases in its contribution rate under the Default Schedule will earn benefits at an accrual rate that is about 10% higher than their Default Schedule accrual rate, provide that the contribution rate remains unchanged.
- (iii) Participants whose Employer made 8 annual increases in its contribution rate under the Default Schedule will earn benefits at an accrual rate that is about 4-5% higher than their Default Schedule accrual rate, provided that the contribution rate remains unchanged.
- (iv) Participants whose Employer made 7 annual increases in its contribution rate under the Default Schedule will earn benefits at an accrual rate that is lower than they earned under the Default Schedule, unless their Employer increases its contribution rate to the level required under the New Benefit Schedule to support their current accrual rate. This reduced rate will go into effect under the New Benefit Schedule for Pension Credits earned on and after January 1, 2022. The accrual rate in effect under the Default Schedule will remain in effect at least through December 31, 2021.
- (v) Participants whose Employer made less than 7 annual increases in its contribution rate under the Default Schedule will earn benefits at an accrual rate that is lower than they earned under the Default Schedule, unless their Employer increases its contribution rate to the level required under the New Benefit Schedule to support their current accrual rate. This reduced rate will go into effect under the New Benefit Schedule for Pension Credits earned on and after January 1, 2022. The accrual rate in effect under the Default Schedule will remain in effect at least through December 31, 2021.
- (vi) If an Employer's contribution rate increases, the applicable accrual rate will be increased by an amount determined in accordance with the New Benefit Schedule by the Fund Administrator.
- (vii) If an Employer's contribution rate is reduced, the applicable accrual rate will be reduced by an amount determined in accordance with the New Benefit Schedule by the Fund Administrator, unless the Fund's actuary determines that, under the circumstances, the reduced contribution rate is insufficient to support this accrual rate and sets another accrual rate for which the reduced contribution rate would be sufficient.

### **SECTION 16.03: ADJUSTED BENEFITS UNDER THE FRP.**

- (a) Participants covered by the FRP's Default Schedule were subjected to "Benefit Adjustments" with regard to pension credits they earned before and while covered by the Default Schedule. These Benefit Adjustments included ineligibility for 'subsidized' Early Retirement pensions, ineligibility for a Disability Pension, ineligibility for payment of Death Benefits to Beneficiaries, and ineligibility for certain forms of survivor options including the pension guarantee. This Section describes how those Benefit Adjustments will be treated after March 30, 2020.
- (b) For Participants who terminated service covered by the Fund before the FRP was adopted in 2010, and were treated as Inactive Participants under the FRP, the Benefit Adjustments will continue to apply to them with regard to all of their pension credits.
- (c) For Participants whose employers withdrew from the Fund before and during the FRP, the Benefit Adjustments will generally continue to apply to them, except as described in Section 16.04(b).
- (d) For Participants covered by the Default Schedule who remain in Covered Employment, no Benefit Adjustments will apply to Pension Credits they earn for service after March 30, 2020, but the Benefit Adjustment will continue to apply to Pension Credits earned for service on and before that date, except as provided in paragraphs (e), (f) and (g) of this Section.
- (e) Forms of Payment: For pensions first payable after March 30, 2020, all forms of pension payment (including the 60-month guarantee) will be available for all Pension Credits, including Pension Credits earned before and during the Participant's coverage by the Default Schedule, except as follows:
  - (1) This rule does not apply to Participant's who terminated service covered by the Fund before the FRP was adopted in 2010 and were treated as Inactive Participants under the FRP (no exception from treatment as an Inactive Participant applied under the FRP).
  - (2) This rule does not apply to Participants whose employer withdrew from the Fund before March 30, 2020 unless an exception from treatment as an Inactive Participant applied under the FRP or this Article.
- (f) Disability Pension: For purposes of the Disability Pension, pension credits earned before, on and after March 30, 2020 will be considered in determining eligibility for the pension, but the amount of the monthly benefit will be determined based only on pension credits for service after March 30, 2020.
- (g) Death Benefits: Beneficiaries of all unmarried Participants who die after March 30, 2020 will be eligible for Death Benefits, except as follows:

- (1) This rule does not apply to Participants who terminated service covered by the Fund before the FRP was adopted in 2010 and were treated as Inactive Participants under the FRP (no exception from treatment as an Inactive Participant applied under the FRP).
- (2) This rule does not apply to Participants whose employer withdrew from the Fund before March 30, 2020 unless an exception from treatment as an Inactive Participant applied under the FRP or this Article.

**SECTION 16.04: EMPLOYER WITHDRAWALS.**

- (a) Participants whose Employers withdrew from the Fund before and while the FRP was in effect were automatically covered by the Default Schedule even if their Employer had been contributing to the Fund under the Preferred Schedule. The effect of the withdrawal on Participants was to subject them to the benefit adjustments of the Default Schedule and to cancel any Past Service Credits for their employment before the Employer became obligated to contribute to the Fund. These Participants will generally remain subject to these benefit adjustments after March 30, 2020.
- (b) Notwithstanding subsection (a), above, a Participant who became subject to the terms of the FRP Default Schedule when his or her Employer withdrew from the Fund while the FRP was in effect is entitled to have his or her benefits recalculated prospectively as though they were earned under the Preferred Schedule, if the Employer:
  - (1) withdrew from the Fund while the FRP was in effect due to a cessation of its business; and
  - (2) adopted the FRP's Preferred Schedule before its withdrawal; and
  - (3) made at least seven of the annual contribution rate increases required by the FRP's Preferred Schedule before its withdrawal; and
  - (4) contributed to the Pension Fund for at least 30 years.
- (c) Participants covered by subsection (b) are entitled to have their benefits recalculated as though they were earned under Preferred Schedule, but:
  - (1) only with regard to benefits payable on or after April 1, 2020 (*i.e.*, the exception will not be applied to benefits paid before that date); and
  - (2) benefits attributable to cancelled Past Service Credit will not be restored.
- (d) If an Employer withdraws from the Fund after March 30, 2020, the following consequences shall apply:
  - (1) employer withdrawal liability shall be imposed in accordance with these Rules & Regulations and applicable law; and

- (2) any and all Past Service Credit granted to Participants based on employment with the Employer before the Employer commenced participation in the Fund will be cancelled. This clause shall not apply to Pensioners in pay status at the time of withdrawal.

**SECTION 16.05: MISCELLANEOUS.**

- (a) Reservation of Board of Trustees' Discretion: In addition to the discretionary authority reserved or granted to the Board of Trustees elsewhere in the Rules & Regulations or by law, the Board shall have the discretionary right:
  - (1) to make exceptions and create special rules and requirements to address issues that arise in connection with the zone transition; and
  - (2) to adjust benefits and accrual rates prospectively, or as otherwise permitted by law, if the Board deems necessary or appropriate due to changing circumstances.
- (b) Benefit Schedule (Contribution-Accrual Rate Matrix): The Fund's actuary, in coordination with the Fund Administrator, is authorized to adjust the Fund's Contribution-Accrual Rate Matrix and set prospective benefit accrual rates to correspond to increased or reduced Employer contribution rates, taking into consideration the Fund's funding policy.
- (c) Conversion to Hourly Contributions: The Fund Administrator shall adopt and uniformly apply a fair method for converting daily rates, weekly rates, monthly rates, and percentage-of-salary rates of Employer contributions into an hourly rate for purposes of applying the Contribution-Accrual Rate Matrix.
- (d) Mid-Year Accrual Rate Changes: In the event that a Participant earns credit at two or more benefit accrual rates during a single Calendar Year, the credit shall be allocated in proportion to the amount of the Participant's covered service at each accrual rate during the year.
- (e) Recognizing that the transitional rules described in this Article are complex and that they may not clearly address all circumstances that have arisen under the FRP or may arise in implementing the Article, the Fund Administrator is authorized to interpret and apply this Article to fairly implement its intent in situations not clearly addressed by the rules.



## APPENDIX

### APPENDIX A: BENEFIT LEVELS APPLICABLE TO PENSIONS CREDITS EARNED AFTER JUNE 30, 2021

<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>	<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>	<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>
\$0.11	\$0.97	0.83	8.91	1.55	17.05
\$0.12	\$1.06	0.84	8.97	1.56	17.16
\$0.13	\$1.14	0.85	9.02	1.57	17.38
\$0.14	\$1.23	0.86	9.13	1.58	17.60
\$0.15	\$1.32	0.87	9.24	1.59	17.67
\$0.16	\$1.43	0.88	9.46	1.60	17.75
\$0.17	\$1.54	0.89	9.57	1.61	17.82
\$0.18	\$1.65	0.90	9.68	1.62	17.86
\$0.19	\$1.76	0.91	9.79	1.63	17.89
\$0.20	\$1.87	0.92	9.90	1.64	17.93
\$0.21	\$1.98	0.93	10.01	1.65	17.97
\$0.22	\$2.05	0.94	10.12	1.66	18.00
\$0.23	\$2.13	0.95	10.23	1.67	18.04
\$0.24	\$2.20	0.96	10.34	1.68	18.26
\$0.25	\$2.27	0.97	10.56	1.69	18.48
\$0.26	\$2.35	0.98	10.67	1.70	18.70
\$0.27	\$2.42	0.99	10.78	1.71	18.81
\$0.28	\$2.64	1.00	10.85	1.72	18.92
\$0.29	\$2.75	1.01	10.93	1.73	19.14
\$0.30	\$2.86	1.02	11.00	1.74	19.36
\$0.31	\$3.08	1.03	11.11	1.75	19.47
\$0.32	\$3.19	1.04	11.22	1.76	19.58
\$0.33	\$3.30	1.05	11.33	1.77	19.69
\$0.34	\$3.41	1.06	11.44	1.78	19.80
\$0.35	\$3.52	1.07	11.66	1.79	19.84
\$0.36	\$3.63	1.08	11.77	1.80	19.87
\$0.37	\$3.74	1.09	11.88	1.81	19.91
\$0.38	\$3.85	1.10	11.94	1.82	19.95
\$0.39	\$3.96	1.11	11.99	1.83	19.98
\$0.40	\$4.07	1.12	12.05	1.84	20.02
\$0.41	\$4.18	1.13	12.10	1.85	20.24
\$0.42	\$4.29	1.14	12.32	1.86	20.46
\$0.43	\$4.40	1.15	12.54	1.87	20.68
\$0.44	\$4.47	1.16	12.65	1.88	20.75
\$0.45	\$4.55	1.17	12.76	1.89	20.83
\$0.46	\$4.62	1.18	12.98	1.90	20.90
\$0.47	\$4.73	1.19	13.09	1.91	21.12
\$0.48	\$4.84	1.20	13.20	1.92	21.34
\$0.49	\$5.06	1.21	13.24	1.93	21.45
\$0.50	\$5.17	1.22	13.29	1.94	21.56
\$0.51	\$5.28	1.23	13.33	1.95	21.67
\$0.52	\$5.39	1.24	13.38	1.96	21.78
\$0.53	\$5.50	1.25	13.42	1.97	21.89
\$0.54	\$5.72	1.26	13.64	1.98	22.00
\$0.55	\$5.79	1.27	13.86	1.99	22.04
\$0.56	\$5.87	1.28	13.97	2.00	22.09
\$0.57	\$5.94	1.29	14.08	2.01	22.13
\$0.58	\$6.05	1.30	14.30	2.02	22.18
\$0.59	\$6.16	1.31	14.41	2.03	22.22
\$0.60	\$6.38	1.32	14.52	2.04	22.44
\$0.61	\$6.45	1.33	14.56	2.05	22.66
\$0.62	\$6.53	1.34	14.61	2.06	22.88
\$0.63	\$6.60	1.35	14.65	2.07	22.95
\$0.64	\$6.71	1.36	14.70	2.08	23.03
\$0.65	\$6.82	1.37	14.74	2.09	23.10
\$0.66	\$7.04	1.38	14.96	2.10	23.21
\$0.67	\$7.10	1.39	15.18	2.11	23.32
\$0.68	\$7.15	1.40	15.40	2.12	23.54
\$0.69	\$7.21	1.41	15.51	2.13	23.65
\$0.70	\$7.26	1.42	15.62	2.14	23.76
\$0.71	\$7.48	1.43	15.84	2.15	23.87
\$0.72	\$7.70	1.44	15.91	2.16	23.98
\$0.73	\$7.92	1.45	15.99	2.17	24.09
\$0.74	\$7.98	1.46	16.06	2.18	24.20
\$0.75	\$8.03	1.47	16.10	2.19	24.26
\$0.76	\$8.09	1.48	16.15	2.20	24.31
\$0.77	\$8.14	1.49	16.19	2.21	24.37
\$0.78	\$8.25	1.50	16.24	2.22	24.42
\$0.79	\$8.36	1.51	16.28	2.23	24.53
\$0.80	\$8.58	1.52	16.50	2.24	24.64
\$0.81	\$8.80	1.53	16.72	2.25	24.86
\$0.82	\$8.86	1.54	16.94	2.26	25.08

<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>	<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>	<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>
2.27	25.30	3.00	33.22	3.73	41.83
2.28	25.37	3.01	33.44	3.74	41.86
2.29	25.45	3.02	33.66	3.75	41.89
2.30	25.52	3.03	33.88	3.76	41.93
2.31	25.59	3.04	33.95	3.77	41.96
2.32	25.67	3.05	34.03	3.78	41.99
2.33	25.74	3.06	34.10	3.79	42.02
2.34	25.96	3.07	34.32	3.80	42.24
2.35	26.07	3.08	34.36	3.81	42.46
2.36	26.18	3.09	34.41	3.82	42.68
2.37	26.29	3.10	34.45	3.83	42.79
2.38	26.40	3.11	34.50	3.84	42.90
2.39	26.51	3.12	34.54	3.85	43.12
2.40	26.62	3.13	34.76	3.86	43.23
2.41	26.73	3.14	34.98	3.87	43.34
2.42	26.84	3.15	35.20	3.88	43.41
2.43	26.91	3.16	35.27	3.89	43.49
2.44	26.99	3.17	35.35	3.90	43.56
2.45	27.06	3.18	35.42	3.91	43.67
2.46	27.17	3.19	35.64	3.92	43.78
2.47	27.28	3.20	35.75	3.93	44.00
2.48	27.50	3.21	35.86	3.94	44.07
2.49	27.72	3.22	35.93	3.95	44.15
2.50	27.94	3.23	36.01	3.96	44.22
2.51	28.01	3.24	36.08	3.97	44.29
2.52	28.09	3.25	36.15	3.98	44.37
2.53	28.16	3.26	36.23	3.99	44.44
2.54	28.22	3.27	36.30	4.00	44.66
2.55	28.27	3.28	36.41	4.01	44.73
2.56	28.33	3.29	36.52	4.02	44.81
2.57	28.38	3.30	36.74	4.03	44.88
2.58	28.60	3.31	36.85	4.04	45.10
2.59	28.71	3.32	36.96	4.05	45.32
2.60	28.82	3.33	37.18	4.06	45.43
2.61	28.93	3.34	37.40	4.07	45.54
2.62	29.04	3.35	37.47	4.08	45.65
2.63	29.26	3.36	37.55	4.09	45.76
2.64	29.48	3.37	37.62	4.10	45.98
2.65	29.55	3.38	37.84	4.11	46.04
2.66	29.63	3.39	37.88	4.12	46.09
2.67	29.70	3.40	37.91	4.13	46.15
2.68	29.77	3.41	37.95	4.14	46.20
2.69	29.85	3.42	37.99	4.15	46.27
2.70	29.92	3.43	38.02	4.16	46.35
2.71	30.03	3.44	38.06	4.17	46.42
2.72	30.14	3.45	38.28	4.18	46.64
2.73	30.36	3.46	38.50	4.19	46.75
2.74	30.58	3.47	38.72	4.20	46.86
2.75	30.80	3.48	38.83	4.21	47.08
2.76	30.86	3.49	38.94	4.22	47.19
2.77	30.91	3.50	39.16	4.23	47.30
2.78	30.97	3.51	39.38	4.24	47.52
2.79	31.02	3.52	39.45	4.25	47.63
2.80	31.08	3.53	39.53	4.26	47.74
2.81	31.13	3.54	39.60	4.27	47.81
2.82	31.19	3.55	39.67	4.28	47.89
2.83	31.24	3.56	39.75	4.29	47.96
2.84	31.46	3.57	39.82	4.30	48.03
2.85	31.68	3.58	39.89	4.31	48.11
2.86	31.90	3.59	39.97	4.32	48.18
2.87	31.97	3.60	40.04	4.33	48.40
2.88	32.05	3.61	40.15	4.34	48.51
2.89	32.12	3.62	40.26	4.35	48.62
2.90	32.34	3.63	40.48	4.36	48.84
2.91	32.56	3.64	40.55	4.37	48.91
2.92	32.63	3.65	40.63	4.38	48.99
2.93	32.71	3.66	40.70	4.39	49.06
2.94	32.78	3.67	40.92	4.40	49.28
2.95	32.85	3.68	41.14	4.41	49.34
2.96	32.93	3.69	41.25	4.42	49.39
2.97	33.00	3.70	41.36	4.43	49.45
2.98	33.07	3.71	41.58	4.44	49.50
2.99	33.15	3.72	41.80	4.45	49.72

<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>	<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>	<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>
4.46	49.94	5.19	58.03	5.92	66.22
4.47	50.05	5.20	58.08	5.93	66.44
4.48	50.16	5.21	58.15	5.94	66.51
4.49	50.27	5.22	58.23	5.95	66.59
4.50	50.38	5.23	58.30	5.96	66.66
4.51	50.60	5.24	58.52	5.97	66.88
4.52	50.64	5.25	58.74	5.98	67.10
4.53	50.69	5.26	58.96	5.99	67.21
4.54	50.73	5.27	59.18	6.00	67.32
4.55	50.78	5.28	59.40	6.01	67.43
4.56	50.82	5.29	59.46	6.02	67.54
4.57	50.93	5.30	59.51	6.03	67.65
4.58	51.04	5.31	59.57	6.04	67.76
4.59	51.26	5.32	59.62	6.05	67.98
4.60	51.48	5.33	59.84	6.06	68.04
4.61	51.59	5.34	59.88	6.07	68.09
4.62	51.70	5.35	59.93	6.08	68.15
4.63	51.81	5.36	59.97	6.09	68.20
4.64	51.92	5.37	60.02	6.10	68.31
4.65	52.03	5.38	60.06	6.11	68.42
4.66	52.14	5.39	60.28	6.12	68.64
4.67	52.36	5.40	60.39	6.13	68.86
4.68	52.47	5.41	60.50	6.14	68.93
4.69	52.58	5.42	60.72	6.15	69.01
4.70	52.65	5.43	60.94	6.16	69.08
4.71	52.73	5.44	61.05	6.17	69.14
4.72	52.80	5.45	61.16	6.18	69.19
4.73	52.86	5.46	61.27	6.19	69.25
4.74	52.91	5.47	61.38	6.20	69.30
4.75	52.97	5.48	61.49	6.21	69.52
4.76	53.02	5.49	61.60	6.22	69.74
4.77	53.24	5.50	61.66	6.23	69.96
4.78	53.46	5.51	61.71	6.24	70.07
4.79	53.68	5.52	61.77	6.25	70.18
4.80	53.90	5.53	61.82	6.26	70.40
4.81	53.97	5.54	61.93	6.27	70.46
4.82	54.05	5.55	62.04	6.28	70.51
4.83	54.12	5.56	62.26	6.29	70.57
4.84	54.34	5.57	62.48	6.30	70.62
4.85	54.38	5.58	62.55	6.31	70.68
4.86	54.43	5.59	62.63	6.32	70.73
4.87	54.47	5.60	62.70	6.33	70.79
4.88	54.52	5.61	62.77	6.34	70.84
4.89	54.56	5.62	62.85	6.35	71.06
4.90	54.78	5.63	62.92	6.36	71.28
4.91	55.00	5.64	63.14	6.37	71.50
4.92	55.11	5.65	63.36	6.38	71.72
4.93	55.22	5.66	63.58	6.39	71.83
4.94	55.33	5.67	63.69	6.40	71.94
4.95	55.44	5.68	63.80	6.41	72.00
4.96	55.55	5.69	63.86	6.42	72.05
4.97	55.66	5.70	63.91	6.43	72.11
4.98	55.77	5.71	63.97	6.44	72.16
4.99	55.88	5.72	64.02	6.45	72.38
5.00	55.95	5.73	64.08	6.46	72.60
5.01	56.03	5.74	64.13	6.47	72.64
5.02	56.10	5.75	64.19	6.48	72.69
5.03	56.21	5.76	64.24	6.49	72.73
5.04	56.32	5.77	64.46	6.50	72.78
5.05	56.54	5.78	64.68	6.51	72.82
5.06	56.76	5.79	64.90	6.52	73.04
5.07	56.83	5.80	65.12	6.53	73.26
5.08	56.91	5.81	65.34	6.54	73.33
5.09	56.98	5.82	65.40	6.55	73.41
5.10	57.09	5.83	65.45	6.56	73.48
5.11	57.20	5.84	65.51	6.57	73.70
5.12	57.31	5.85	65.56	6.58	73.92
5.13	57.42	5.86	65.78	6.59	74.03
5.14	57.64	5.87	66.00	6.60	74.14
5.15	57.75	5.88	66.04	6.61	74.21
5.16	57.86	5.89	66.09	6.62	74.29
5.17	57.92	5.90	66.13	6.63	74.36
5.18	57.97	5.91	66.18	6.64	74.47

<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>	<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>	<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>
6.65	74.58	7.38	83.02	8.11	91.24
6.66	74.80	7.39	83.14	8.12	91.35
6.67	74.86	7.40	83.25	8.13	91.46
6.68	74.91	7.41	83.36	8.14	91.58
6.69	74.97	7.42	83.47	8.15	91.69
6.70	75.02	7.43	83.59	8.16	91.80
6.71	75.24	7.44	83.70	8.17	91.91
6.72	75.35	7.45	83.81	8.18	92.03
6.73	75.46	7.46	83.92	8.19	92.14
6.74	75.68	7.47	84.04	8.20	92.25
6.75	75.90	7.48	84.15	8.21	92.36
6.76	76.05	7.49	84.26	8.22	92.48
6.77	76.16	7.50	84.37	8.23	92.59
6.78	76.27	7.51	84.49	8.24	92.70
6.79	76.39	7.52	84.60	8.25	92.81
6.80	76.50	7.53	84.71	8.26	92.93
6.81	76.61	7.54	84.82	8.27	93.04
6.82	76.72	7.55	84.94	8.28	93.15
6.83	76.84	7.56	85.05	8.29	93.26
6.84	76.95	7.57	85.16	8.30	93.38
6.85	77.06	7.58	85.27	8.31	93.49
6.86	77.17	7.59	85.39	8.32	93.60
6.87	77.29	7.60	85.50	8.33	93.71
6.88	77.40	7.61	85.61	8.34	93.83
6.89	77.51	7.62	85.72	8.35	93.94
6.90	77.62	7.63	85.84	8.36	94.05
6.91	77.74	7.64	85.95	8.37	94.16
6.92	77.85	7.65	86.06	8.38	94.28
6.93	77.96	7.66	86.18	8.39	94.39
6.94	78.07	7.67	86.29	8.40	94.50
6.95	78.19	7.68	86.40	8.41	94.61
6.96	78.30	7.69	86.51	8.42	94.73
6.97	78.41	7.70	86.63	8.43	94.84
6.98	78.52	7.71	86.74	8.44	94.95
6.99	78.64	7.72	86.85	8.45	95.06
7.00	78.75	7.73	86.96	8.46	95.18
7.01	78.86	7.74	87.08	8.47	95.29
7.02	78.97	7.75	87.19	8.48	95.40
7.03	79.09	7.76	87.30	8.49	95.51
7.04	79.20	7.77	87.41	8.50	95.63
7.05	79.31	7.78	87.53	8.51	95.74
7.06	79.42	7.79	87.64	8.52	95.85
7.07	79.54	7.80	87.75	8.53	95.96
7.08	79.65	7.81	87.86	8.54	96.08
7.09	79.76	7.82	87.98	8.55	96.19
7.10	79.87	7.83	88.09	8.56	96.30
7.11	79.99	7.84	88.20	8.57	96.41
7.12	80.10	7.85	88.31	8.58	96.53
7.13	80.21	7.86	88.43	8.59	96.64
7.14	80.32	7.87	88.54	8.60	96.75
7.15	80.44	7.88	88.65	8.61	96.86
7.16	80.55	7.89	88.76	8.62	96.98
7.17	80.66	7.90	88.88	8.63	97.09
7.18	80.77	7.91	88.99	8.64	97.20
7.19	80.89	7.92	89.10	8.65	97.31
7.20	81.00	7.93	89.21	8.66	97.43
7.21	81.11	7.94	89.33	8.67	97.54
7.22	81.22	7.95	89.44	8.68	97.65
7.23	81.34	7.96	89.55	8.69	97.76
7.24	81.45	7.97	89.66	8.70	97.88
7.25	81.56	7.98	89.77	8.71	97.99
7.26	81.67	7.99	89.89	8.72	98.10
7.27	81.79	8.00	90.00	8.73	98.21
7.28	81.90	8.01	90.11	8.74	98.33
7.29	82.01	8.02	90.23	8.75	98.44
7.30	82.12	8.03	90.34	8.76	98.55
7.31	82.24	8.04	90.45	8.77	98.66
7.32	82.35	8.05	90.56	8.78	98.78
7.33	82.46	8.06	90.68	8.79	98.89
7.34	82.57	8.07	90.79	8.80	99.00
7.35	82.69	8.08	90.90	8.81	99.11
7.36	82.80	8.09	91.01	8.82	99.23
7.37	82.91	8.10	91.13	8.83	99.34

<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>	<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>	<u>Contribution Rate</u>	<u>Accrual Rate for benefits earned after June 30, 2021</u>
8.84	99.45	9.07	102.04	9.30	104.63
8.85	99.56	9.08	102.15	9.31	104.74
8.86	99.68	9.09	102.26	9.32	104.85
8.87	99.79	9.10	102.38	9.33	104.96
8.88	99.90	9.11	102.49	9.34	105.08
8.89	100.01	9.12	102.60	9.35	105.19
8.90	100.13	9.13	102.71	9.36	105.30
8.91	100.24	9.14	102.83	9.37	105.41
8.92	100.35	9.15	102.94	9.38	105.53
8.93	100.46	9.16	103.05	9.39	105.64
8.94	100.58	9.17	103.16	9.40	105.75
8.95	100.69	9.18	103.28	9.41	105.86
8.96	100.80	9.19	103.39	9.42	105.98
8.97	100.91	9.20	103.50	9.43	106.09
8.98	101.03	9.21	103.61	9.44	106.20
8.99	101.14	9.22	103.73	9.45	106.31
9.00	101.25	9.23	103.84	9.46	106.43
9.01	101.36	9.24	103.95	9.47	106.54
9.02	101.48	9.25	104.06	9.48	106.65
9.03	101.59	9.26	104.18	9.49	106.76
9.04	101.70	9.27	104.29	9.50	106.88
9.05	101.81	9.28	104.40		
9.06	101.93	9.29	104.51		

**APPENDIX B: BENEFIT LEVELS APPLICABLE TO PENSION CREDITS EARNED UNDER THE  
PREFERRED SCHEDULE DURING JULY 2010 AND JULY 1, 2021**

Contribution Rate prior to adoption of schedule	Accrual Rate for benefits earned on or after effective date of Preferred Schedule	<u>Contribution Rate for each Year after Effective Date of Preferred Schedule</u>								
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
\$0.06	\$1.32	\$0.07	\$0.08	\$0.09	\$0.10	\$0.11	\$0.13	\$0.15	\$0.17	\$0.19
0.07	1.54	0.08	0.09	0.10	0.11	0.13	0.15	0.17	0.19	0.21
0.08	1.76	0.09	0.10	0.11	0.13	0.15	0.17	0.19	0.21	0.24
0.09	1.98	0.10	0.11	0.13	0.15	0.17	0.19	0.21	0.24	0.27
0.10	2.20	0.11	0.13	0.15	0.17	0.19	0.21	0.24	0.27	0.30
0.11	2.42	0.13	0.15	0.17	0.19	0.21	0.24	0.27	0.30	0.33
0.12	2.64	0.14	0.16	0.18	0.20	0.22	0.25	0.28	0.31	0.35
0.13	2.86	0.15	0.17	0.19	0.21	0.24	0.27	0.30	0.33	0.37
0.14	3.08	0.16	0.18	0.20	0.22	0.25	0.28	0.31	0.35	0.39
0.15	3.30	0.17	0.19	0.21	0.24	0.27	0.30	0.33	0.37	0.41
0.16	3.52	0.18	0.20	0.22	0.25	0.28	0.31	0.35	0.39	0.43
0.17	3.74	0.19	0.21	0.24	0.27	0.30	0.33	0.37	0.41	0.46
0.18	3.96	0.20	0.22	0.25	0.28	0.31	0.35	0.39	0.43	0.48
0.19	4.18	0.21	0.24	0.27	0.30	0.33	0.37	0.41	0.46	0.51
0.20	4.40	0.22	0.25	0.28	0.31	0.35	0.39	0.43	0.48	0.53
0.21	4.62	0.24	0.27	0.30	0.33	0.37	0.41	0.46	0.51	0.57
0.22	4.84	0.25	0.28	0.31	0.35	0.39	0.43	0.48	0.53	0.59
0.23	5.06	0.26	0.29	0.32	0.36	0.40	0.44	0.49	0.54	0.60
0.24	5.28	0.27	0.30	0.33	0.37	0.41	0.46	0.51	0.57	0.63
0.25	5.50	0.28	0.31	0.35	0.39	0.43	0.48	0.53	0.59	0.65
0.26	5.72	0.29	0.32	0.36	0.40	0.44	0.49	0.54	0.60	0.66
0.27	5.94	0.30	0.33	0.37	0.41	0.46	0.51	0.57	0.63	0.70
0.28	6.16	0.31	0.35	0.39	0.43	0.48	0.53	0.59	0.65	0.72
0.29	6.38	0.32	0.36	0.40	0.44	0.49	0.54	0.60	0.66	0.73
0.30	6.60	0.33	0.37	0.41	0.46	0.51	0.57	0.63	0.70	0.77
0.31	6.82	0.35	0.39	0.43	0.48	0.53	0.59	0.65	0.72	0.80
0.32	7.04	0.36	0.40	0.44	0.49	0.54	0.60	0.66	0.73	0.81
0.33	7.26	0.37	0.41	0.46	0.51	0.57	0.63	0.70	0.77	0.85
0.34	7.48	0.38	0.42	0.47	0.52	0.58	0.64	0.71	0.79	0.87
0.35	7.70	0.39	0.43	0.48	0.53	0.59	0.65	0.72	0.80	0.88
0.36	7.92	0.40	0.44	0.49	0.54	0.60	0.66	0.73	0.81	0.90
0.37	8.14	0.41	0.46	0.51	0.57	0.63	0.70	0.77	0.85	0.94
0.38	8.36	0.42	0.47	0.52	0.58	0.64	0.71	0.79	0.87	0.96
0.39	8.58	0.43	0.48	0.53	0.59	0.65	0.72	0.80	0.88	0.97

0.40	8.80	0.44	0.49	0.54	0.60	0.66	0.73	0.81	0.90	0.99
0.41	9.02	0.46	0.51	0.57	0.63	0.70	0.77	0.85	0.94	1.04
0.42	9.24	0.47	0.52	0.58	0.64	0.71	0.79	0.87	0.96	1.06
0.43	9.46	0.48	0.53	0.59	0.65	0.72	0.80	0.88	0.97	1.07
0.44	9.68	0.49	0.54	0.60	0.66	0.73	0.81	0.90	0.99	1.09
0.45	9.90	0.50	0.55	0.61	0.68	0.75	0.83	0.92	1.02	1.13
0.46	10.12	0.51	0.57	0.63	0.70	0.77	0.85	0.94	1.04	1.15
0.47	10.34	0.52	0.58	0.64	0.71	0.79	0.87	0.96	1.06	1.17
0.48	10.56	0.53	0.59	0.65	0.72	0.80	0.88	0.97	1.07	1.18
0.49	10.78	0.54	0.60	0.66	0.73	0.81	0.90	0.99	1.09	1.20
0.50	11.00	0.55	0.61	0.68	0.75	0.83	0.92	1.02	1.13	1.25
0.51	11.22	0.57	0.63	0.70	0.77	0.85	0.94	1.04	1.15	1.27
0.52	11.44	0.58	0.64	0.71	0.79	0.87	0.96	1.06	1.17	1.29
0.53	11.66	0.59	0.65	0.72	0.80	0.88	0.97	1.07	1.18	1.30
0.54	11.88	0.60	0.66	0.73	0.81	0.90	0.99	1.09	1.20	1.32
0.55	12.10	0.61	0.68	0.75	0.83	0.92	1.02	1.13	1.25	1.38
0.56	12.32	0.62	0.69	0.76	0.84	0.93	1.03	1.14	1.26	1.39
0.57	12.54	0.63	0.70	0.77	0.85	0.94	1.04	1.15	1.27	1.40
0.58	12.76	0.64	0.71	0.79	0.87	0.96	1.06	1.17	1.29	1.42
0.59	12.98	0.65	0.72	0.80	0.88	0.97	1.07	1.18	1.30	1.43
0.60	13.20	0.66	0.73	0.81	0.90	0.99	1.09	1.20	1.32	1.46
0.61	13.42	0.68	0.75	0.83	0.92	1.02	1.13	1.25	1.38	1.52
0.62	13.64	0.69	0.76	0.84	0.93	1.03	1.14	1.26	1.39	1.53
0.63	13.86	0.70	0.77	0.85	0.94	1.04	1.15	1.27	1.40	1.54
0.64	14.08	0.71	0.79	0.87	0.96	1.06	1.17	1.29	1.42	1.57
0.65	14.30	0.72	0.80	0.88	0.97	1.07	1.18	1.30	1.43	1.58
0.66	14.52	0.73	0.81	0.90	0.99	1.09	1.20	1.32	1.46	1.61
0.67	14.74	0.74	0.82	0.91	1.01	1.12	1.24	1.37	1.51	1.67
0.68	14.96	0.75	0.83	0.92	1.02	1.13	1.25	1.38	1.52	1.68
0.69	15.18	0.76	0.84	0.93	1.03	1.14	1.26	1.39	1.53	1.69
0.70	15.40	0.77	0.85	0.94	1.04	1.15	1.27	1.40	1.54	1.70
0.71	15.62	0.79	0.87	0.96	1.06	1.17	1.29	1.42	1.57	1.73
0.72	15.84	0.80	0.88	0.97	1.07	1.18	1.30	1.43	1.58	1.74
0.73	16.06	0.81	0.90	0.99	1.09	1.20	1.32	1.46	1.61	1.78
0.74	16.28	0.82	0.91	1.01	1.12	1.24	1.37	1.51	1.67	1.84
0.75	16.50	0.83	0.92	1.02	1.13	1.25	1.38	1.52	1.68	1.85
0.76	16.72	0.84	0.93	1.03	1.14	1.26	1.39	1.53	1.69	1.86
0.77	16.94	0.85	0.94	1.04	1.15	1.27	1.40	1.54	1.70	1.87
0.78	17.16	0.86	0.95	1.05	1.16	1.28	1.41	1.56	1.72	1.90
0.79	17.38	0.87	0.96	1.06	1.17	1.29	1.42	1.57	1.73	1.91
0.80	17.60	0.89	0.98	1.08	1.19	1.31	1.45	1.60	1.76	1.94
0.81	17.82	0.90	0.99	1.09	1.20	1.32	1.46	1.61	1.78	1.96
0.82	18.04	0.91	1.01	1.12	1.24	1.37	1.51	1.67	1.84	2.03
0.83	18.26	0.92	1.02	1.13	1.25	1.38	1.52	1.68	1.85	2.04

0.84	18.48	0.93	1.03	1.14	1.26	1.39	1.53	1.69	1.86	2.05
0.85	18.70	0.94	1.04	1.15	1.27	1.40	1.54	1.70	1.87	2.06
0.86	18.92	0.95	1.05	1.16	1.28	1.41	1.56	1.72	1.90	2.09
0.87	19.14	0.96	1.06	1.17	1.29	1.42	1.57	1.73	1.91	2.11
0.88	19.36	0.97	1.07	1.18	1.30	1.43	1.58	1.74	1.92	2.12
0.89	19.58	0.98	1.08	1.19	1.31	1.45	1.60	1.76	1.94	2.14
0.90	19.80	1.00	1.10	1.21	1.34	1.48	1.63	1.80	1.98	2.18
0.91	20.02	1.01	1.12	1.24	1.37	1.51	1.67	1.84	2.03	2.24
0.92	20.24	1.02	1.13	1.25	1.38	1.52	1.68	1.85	2.04	2.25
0.93	20.46	1.03	1.14	1.26	1.39	1.53	1.69	1.86	2.05	2.26
0.94	20.68	1.04	1.15	1.27	1.40	1.54	1.70	1.87	2.06	2.27
0.95	20.90	1.05	1.16	1.28	1.41	1.56	1.72	1.90	2.09	2.30
0.96	21.12	1.06	1.17	1.29	1.42	1.57	1.73	1.91	2.11	2.33
0.97	21.34	1.07	1.18	1.30	1.43	1.58	1.74	1.92	2.12	2.34
0.98	21.56	1.08	1.19	1.31	1.45	1.60	1.76	1.94	2.14	2.36
0.99	21.78	1.09	1.20	1.32	1.46	1.61	1.78	1.96	2.16	2.38
1.00	22.00	1.10	1.21	1.34	1.48	1.63	1.80	1.98	2.18	2.40
1.01	22.22	1.12	1.24	1.37	1.51	1.67	1.84	2.03	2.24	2.47
1.02	22.44	1.13	1.25	1.38	1.52	1.68	1.85	2.04	2.25	2.48
1.03	22.66	1.14	1.26	1.39	1.53	1.69	1.86	2.05	2.26	2.49
1.04	22.88	1.15	1.27	1.40	1.54	1.70	1.87	2.06	2.27	2.50
1.05	23.10	1.16	1.28	1.41	1.56	1.72	1.90	2.09	2.30	2.53
1.06	23.32	1.17	1.29	1.42	1.57	1.73	1.91	2.11	2.33	2.57
1.07	23.54	1.18	1.30	1.43	1.58	1.74	1.92	2.12	2.34	2.58
1.08	23.76	1.19	1.31	1.45	1.60	1.76	1.94	2.14	2.36	2.60
1.09	23.98	1.20	1.32	1.46	1.61	1.78	1.96	2.16	2.38	2.62
1.10	24.20	1.21	1.34	1.48	1.63	1.80	1.98	2.18	2.40	2.64
1.11	24.42	1.23	1.36	1.50	1.65	1.82	2.01	2.22	2.45	2.70
1.12	24.64	1.24	1.37	1.51	1.67	1.84	2.03	2.24	2.47	2.72
1.13	24.86	1.25	1.38	1.52	1.68	1.85	2.04	2.25	2.48	2.73
1.14	25.08	1.26	1.39	1.53	1.69	1.86	2.05	2.26	2.49	2.74
1.15	25.30	1.27	1.40	1.54	1.70	1.87	2.06	2.27	2.50	2.75
1.16	25.52	1.28	1.41	1.56	1.72	1.90	2.09	2.30	2.53	2.79
1.17	25.74	1.29	1.42	1.57	1.73	1.91	2.11	2.33	2.57	2.83
1.18	25.96	1.30	1.43	1.58	1.74	1.92	2.12	2.34	2.58	2.84
1.19	26.18	1.31	1.45	1.60	1.76	1.94	2.14	2.36	2.60	2.86
1.20	26.40	1.32	1.46	1.61	1.78	1.96	2.16	2.38	2.62	2.89
1.21	26.62	1.34	1.48	1.63	1.80	1.98	2.18	2.40	2.64	2.91
1.22	26.84	1.35	1.49	1.64	1.81	2.00	2.20	2.42	2.67	2.94
1.23	27.06	1.36	1.50	1.65	1.82	2.01	2.22	2.45	2.70	2.97
1.24	27.28	1.37	1.51	1.67	1.84	2.03	2.24	2.47	2.72	3.00
1.25	27.50	1.38	1.52	1.68	1.85	2.04	2.25	2.48	2.73	3.01
1.26	27.72	1.39	1.53	1.69	1.86	2.05	2.26	2.49	2.74	3.02
1.27	27.94	1.40	1.54	1.70	1.87	2.06	2.27	2.50	2.75	3.03



1.28	28.16	1.41	1.56	1.72	1.90	2.09	2.30	2.53	2.79	3.07
1.29	28.38	1.42	1.57	1.73	1.91	2.11	2.33	2.57	2.83	3.12
1.30	28.60	1.43	1.58	1.74	1.92	2.12	2.34	2.58	2.84	3.13
1.31	28.82	1.45	1.60	1.76	1.94	2.14	2.36	2.60	2.86	3.15
1.32	29.04	1.46	1.61	1.78	1.96	2.16	2.38	2.62	2.89	3.18
1.33	29.26	1.47	1.62	1.79	1.97	2.17	2.39	2.63	2.90	3.19
1.34	29.48	1.48	1.63	1.80	1.98	2.18	2.40	2.64	2.91	3.21
1.35	29.70	1.49	1.64	1.81	2.00	2.20	2.42	2.67	2.94	3.24
1.36	29.92	1.50	1.65	1.82	2.01	2.22	2.45	2.70	2.97	3.27
1.37	30.14	1.51	1.67	1.84	2.03	2.24	2.47	2.72	3.00	3.30
1.38	30.36	1.52	1.68	1.85	2.04	2.25	2.48	2.73	3.01	3.32
1.39	30.58	1.53	1.69	1.86	2.05	2.26	2.49	2.74	3.02	3.33
1.40	30.80	1.54	1.70	1.87	2.06	2.27	2.50	2.75	3.03	3.34
1.41	31.02	1.56	1.72	1.90	2.09	2.30	2.53	2.79	3.07	3.38
1.42	31.24	1.57	1.73	1.91	2.11	2.33	2.57	2.83	3.12	3.44
1.43	31.46	1.58	1.74	1.92	2.12	2.34	2.58	2.84	3.13	3.45
1.44	31.68	1.59	1.75	1.93	2.13	2.35	2.59	2.85	3.14	3.46
1.45	31.90	1.60	1.76	1.94	2.14	2.36	2.60	2.86	3.15	3.47
1.46	32.12	1.61	1.78	1.96	2.16	2.38	2.62	2.89	3.18	3.50
1.47	32.34	1.62	1.79	1.97	2.17	2.39	2.63	2.90	3.19	3.51
1.48	32.56	1.63	1.80	1.98	2.18	2.40	2.64	2.91	3.21	3.54
1.49	32.78	1.64	1.81	2.00	2.20	2.42	2.67	2.94	3.24	3.57
1.50	33.00	1.65	1.82	2.01	2.22	2.45	2.70	2.97	3.27	3.60
1.51	33.22	1.67	1.84	2.03	2.24	2.47	2.72	3.00	3.30	3.63
1.52	33.44	1.68	1.85	2.04	2.25	2.48	2.73	3.01	3.32	3.66
1.53	33.66	1.69	1.86	2.05	2.26	2.49	2.74	3.02	3.33	3.67
1.54	33.88	1.70	1.87	2.06	2.27	2.50	2.75	3.03	3.34	3.68
1.55	34.10	1.71	1.89	2.08	2.29	2.52	2.78	3.06	3.37	3.71
1.56	34.32	1.72	1.90	2.09	2.30	2.53	2.79	3.07	3.38	3.72
1.57	34.54	1.73	1.91	2.11	2.33	2.57	2.83	3.12	3.44	3.79
1.58	34.76	1.74	1.92	2.12	2.34	2.58	2.84	3.13	3.45	3.80
1.59	34.98	1.75	1.93	2.13	2.35	2.59	2.85	3.14	3.46	3.81
1.60	35.20	1.76	1.94	2.14	2.36	2.60	2.86	3.15	3.47	3.82
1.61	35.42	1.78	1.96	2.16	2.38	2.62	2.89	3.18	3.50	3.85
1.62	35.64	1.79	1.97	2.17	2.39	2.63	2.90	3.19	3.51	3.87
1.63	35.86	1.80	1.98	2.18	2.40	2.64	2.91	3.21	3.54	3.90
1.64	36.08	1.81	2.00	2.20	2.42	2.67	2.94	3.24	3.57	3.93
1.65	36.30	1.82	2.01	2.22	2.45	2.70	2.97	3.27	3.60	3.96
1.66	36.52	1.83	2.02	2.23	2.46	2.71	2.99	3.29	3.62	3.99
1.67	36.74	1.84	2.03	2.24	2.47	2.72	3.00	3.30	3.63	4.00
1.68	36.96	1.85	2.04	2.25	2.48	2.73	3.01	3.32	3.66	4.03
1.69	37.18	1.86	2.05	2.26	2.49	2.74	3.02	3.33	3.67	4.04
1.70	37.40	1.87	2.06	2.27	2.50	2.75	3.03	3.34	3.68	4.05
1.71	37.62	1.89	2.08	2.29	2.52	2.78	3.06	3.37	3.71	4.09

1.72	37.84	1.90	2.09	2.30	2.53	2.79	3.07	3.38	3.72	4.10
1.73	38.06	1.91	2.11	2.33	2.57	2.83	3.12	3.44	3.79	4.17
1.74	38.28	1.92	2.12	2.34	2.58	2.84	3.13	3.45	3.80	4.18
1.75	38.50	1.93	2.13	2.35	2.59	2.85	3.14	3.46	3.81	4.20
1.76	38.72	1.94	2.14	2.36	2.60	2.86	3.15	3.47	3.82	4.21
1.77	38.94	1.95	2.15	2.37	2.61	2.88	3.17	3.49	3.84	4.23
1.78	39.16	1.96	2.16	2.38	2.62	2.89	3.18	3.50	3.85	4.24
1.79	39.38	1.97	2.17	2.39	2.63	2.90	3.19	3.51	3.87	4.26
1.80	39.60	1.98	2.18	2.40	2.64	2.91	3.21	3.54	3.90	4.29
1.81	39.82	2.00	2.20	2.42	2.67	2.94	3.24	3.57	3.93	4.33
1.82	40.04	2.01	2.22	2.45	2.70	2.97	3.27	3.60	3.96	4.36
1.83	40.26	2.02	2.23	2.46	2.71	2.99	3.29	3.62	3.99	4.39
1.84	40.48	2.03	2.24	2.47	2.72	3.00	3.30	3.63	4.00	4.40
1.85	40.70	2.04	2.25	2.48	2.73	3.01	3.32	3.66	4.03	4.44
1.86	40.92	2.05	2.26	2.49	2.74	3.02	3.33	3.67	4.04	4.45
1.87	41.14	2.06	2.27	2.50	2.75	3.03	3.34	3.68	4.05	4.46
1.88	41.36	2.07	2.28	2.51	2.77	3.05	3.36	3.70	4.07	4.48
1.89	41.58	2.08	2.29	2.52	2.78	3.06	3.37	3.71	4.09	4.50
1.90	41.80	2.09	2.30	2.53	2.79	3.07	3.38	3.72	4.10	4.51
1.91	42.02	2.11	2.33	2.57	2.83	3.12	3.44	3.79	4.17	4.59
1.92	42.24	2.12	2.34	2.58	2.84	3.13	3.45	3.80	4.18	4.60
1.93	42.46	2.13	2.35	2.59	2.85	3.14	3.46	3.81	4.20	4.62
1.94	42.68	2.14	2.36	2.60	2.86	3.15	3.47	3.82	4.21	4.64
1.95	42.90	2.15	2.37	2.61	2.88	3.17	3.49	3.84	4.23	4.66
1.96	43.12	2.16	2.38	2.62	2.89	3.18	3.50	3.85	4.24	4.67
1.97	43.34	2.17	2.39	2.63	2.90	3.19	3.51	3.87	4.26	4.69
1.98	43.56	2.18	2.40	2.64	2.91	3.21	3.54	3.90	4.29	4.72
1.99	43.78	2.19	2.41	2.66	2.93	3.23	3.56	3.92	4.32	4.76
2.00	44.00	2.20	2.42	2.67	2.94	3.24	3.57	3.93	4.33	4.77
2.01	44.22	2.22	2.45	2.70	2.97	3.27	3.60	3.96	4.36	4.80
2.02	44.44	2.23	2.46	2.71	2.99	3.29	3.62	3.99	4.39	4.83
2.03	44.66	2.24	2.47	2.72	3.00	3.30	3.63	4.00	4.40	4.84
2.04	44.88	2.25	2.48	2.73	3.01	3.32	3.66	4.03	4.44	4.89
2.05	45.10	2.26	2.49	2.74	3.02	3.33	3.67	4.04	4.45	4.90
2.06	45.32	2.27	2.50	2.75	3.03	3.34	3.68	4.05	4.46	4.91
2.07	45.54	2.28	2.51	2.77	3.05	3.36	3.70	4.07	4.48	4.93
2.08	45.76	2.29	2.52	2.78	3.06	3.37	3.71	4.09	4.50	4.95
2.09	45.98	2.30	2.53	2.79	3.07	3.38	3.72	4.10	4.51	4.97
2.10	46.20	2.31	2.55	2.81	3.10	3.41	3.76	4.14	4.56	5.02
2.11	46.42	2.33	2.57	2.83	3.12	3.44	3.79	4.17	4.59	5.05
2.12	46.64	2.34	2.58	2.84	3.13	3.45	3.80	4.18	4.60	5.06
2.13	46.86	2.35	2.59	2.85	3.14	3.46	3.81	4.20	4.62	5.09
2.14	47.08	2.36	2.60	2.86	3.15	3.47	3.82	4.21	4.64	5.11
2.15	47.30	2.37	2.61	2.88	3.17	3.49	3.84	4.23	4.66	5.13

2.16	47.52	2.38	2.62	2.89	3.18	3.50	3.85	4.24	4.67	5.14
2.17	47.74	2.39	2.63	2.90	3.19	3.51	3.87	4.26	4.69	5.16
2.18	47.96	2.40	2.64	2.91	3.21	3.54	3.90	4.29	4.72	5.20
2.19	48.18	2.41	2.66	2.93	3.23	3.56	3.92	4.32	4.76	5.24
2.20	48.40	2.42	2.67	2.94	3.24	3.57	3.93	4.33	4.77	5.25
2.21	48.62	2.44	2.69	2.96	3.26	3.59	3.95	4.35	4.79	5.27
2.22	48.84	2.45	2.70	2.97	3.27	3.60	3.96	4.36	4.80	5.28
2.23	49.06	2.46	2.71	2.99	3.29	3.62	3.99	4.39	4.83	5.32
2.24	49.28	2.47	2.72	3.00	3.30	3.63	4.00	4.40	4.84	5.33
2.25	49.50	2.48	2.73	3.01	3.32	3.66	4.03	4.44	4.89	5.38
2.26	49.72	2.49	2.74	3.02	3.33	3.67	4.04	4.45	4.90	5.39
2.27	49.94	2.50	2.75	3.03	3.34	3.68	4.05	4.46	4.91	5.41
2.28	50.16	2.51	2.77	3.05	3.36	3.70	4.07	4.48	4.93	5.43
2.29	50.38	2.52	2.78	3.06	3.37	3.71	4.09	4.50	4.95	5.45
2.30	50.60	2.53	2.79	3.07	3.38	3.72	4.10	4.51	4.97	5.47
2.31	50.82	2.55	2.81	3.10	3.41	3.76	4.14	4.56	5.02	5.53
2.32	51.04	2.56	2.82	3.11	3.43	3.78	4.16	4.58	5.04	5.55
2.33	51.26	2.57	2.83	3.12	3.44	3.79	4.17	4.59	5.05	5.56
2.34	51.48	2.58	2.84	3.13	3.45	3.80	4.18	4.60	5.06	5.57
2.35	51.70	2.59	2.85	3.14	3.46	3.81	4.20	4.62	5.09	5.60
2.36	51.92	2.60	2.86	3.15	3.47	3.82	4.21	4.64	5.11	5.63
2.37	52.14	2.61	2.88	3.17	3.49	3.84	4.23	4.66	5.13	5.65
2.38	52.36	2.62	2.89	3.18	3.50	3.85	4.24	4.67	5.14	5.66
2.39	52.58	2.63	2.90	3.19	3.51	3.87	4.26	4.69	5.16	5.68
2.40	52.80	2.64	2.91	3.21	3.54	3.90	4.29	4.72	5.20	5.72
2.41	53.02	2.66	2.93	3.23	3.56	3.92	4.32	4.76	5.24	5.77
2.42	53.24	2.67	2.94	3.24	3.57	3.93	4.33	4.77	5.25	5.78
2.43	53.46	2.68	2.95	3.25	3.58	3.94	4.34	4.78	5.26	5.79
2.44	53.68	2.69	2.96	3.26	3.59	3.95	4.35	4.79	5.27	5.80
2.45	53.90	2.70	2.97	3.27	3.60	3.96	4.36	4.80	5.28	5.81
2.46	54.12	2.71	2.99	3.29	3.62	3.99	4.39	4.83	5.32	5.86
2.47	54.34	2.72	3.00	3.30	3.63	4.00	4.40	4.84	5.33	5.87
2.48	54.56	2.73	3.01	3.32	3.66	4.03	4.44	4.89	5.38	5.92
2.49	54.78	2.74	3.02	3.33	3.67	4.04	4.45	4.90	5.39	5.93
2.50	55.00	2.75	3.03	3.34	3.68	4.05	4.46	4.91	5.41	5.96
2.51	55.22	2.77	3.05	3.36	3.70	4.07	4.48	4.93	5.43	5.98
2.52	55.44	2.78	3.06	3.37	3.71	4.09	4.50	4.95	5.45	6.00
2.53	55.66	2.79	3.07	3.38	3.72	4.10	4.51	4.97	5.47	6.02
2.54	55.88	2.80	3.08	3.39	3.73	4.11	4.53	4.99	5.49	6.04
2.55	56.10	2.81	3.10	3.41	3.76	4.14	4.56	5.02	5.53	6.09
2.56	56.32	2.82	3.11	3.43	3.78	4.16	4.58	5.04	5.55	6.11
2.57	56.54	2.83	3.12	3.44	3.79	4.17	4.59	5.05	5.56	6.12
2.58	56.76	2.84	3.13	3.45	3.80	4.18	4.60	5.06	5.57	6.13
2.59	56.98	2.85	3.14	3.46	3.81	4.20	4.62	5.09	5.60	6.16

2.60	57.20	2.86	3.15	3.47	3.82	4.21	4.64	5.11	5.63	6.20
2.61	57.42	2.88	3.17	3.49	3.84	4.23	4.66	5.13	5.65	6.22
2.62	57.64	2.89	3.18	3.50	3.85	4.24	4.67	5.14	5.66	6.23
2.63	57.86	2.90	3.19	3.51	3.87	4.26	4.69	5.16	5.68	6.25
2.64	58.08	2.91	3.21	3.54	3.90	4.29	4.72	5.20	5.72	6.30
2.65	58.30	2.92	3.22	3.55	3.91	4.31	4.75	5.23	5.76	6.34
2.66	58.52	2.93	3.23	3.56	3.92	4.32	4.76	5.24	5.77	6.35
2.67	58.74	2.94	3.24	3.57	3.93	4.33	4.77	5.25	5.78	6.36
2.68	58.96	2.95	3.25	3.58	3.94	4.34	4.78	5.26	5.79	6.37
2.69	59.18	2.96	3.26	3.59	3.95	4.35	4.79	5.27	5.80	6.38
2.70	59.40	2.97	3.27	3.60	3.96	4.36	4.80	5.28	5.81	6.40
2.71	59.62	2.99	3.29	3.62	3.99	4.39	4.83	5.32	5.86	6.45
2.72	59.84	3.00	3.30	3.63	4.00	4.40	4.84	5.33	5.87	6.46
2.73	60.06	3.01	3.32	3.66	4.03	4.44	4.89	5.38	5.92	6.52
2.74	60.28	3.02	3.33	3.67	4.04	4.45	4.90	5.39	5.93	6.53
2.75	60.50	3.03	3.34	3.68	4.05	4.46	4.91	5.41	5.96	6.56
2.76	60.72	3.04	3.35	3.69	4.06	4.47	4.92	5.42	5.97	6.57
2.77	60.94	3.05	3.36	3.70	4.07	4.48	4.93	5.43	5.98	6.58
2.78	61.16	3.06	3.37	3.71	4.09	4.50	4.95	5.45	6.00	6.60
2.79	61.38	3.07	3.38	3.72	4.10	4.51	4.97	5.47	6.02	6.63
2.80	61.60	3.08	3.39	3.73	4.11	4.53	4.99	5.49	6.04	6.65
2.81	61.82	3.10	3.41	3.76	4.14	4.56	5.02	5.53	6.09	6.70
2.82	62.04	3.11	3.43	3.78	4.16	4.58	5.04	5.55	6.11	6.73
2.83	62.26	3.12	3.44	3.79	4.17	4.59	5.05	5.56	6.12	6.74
2.84	62.48	3.13	3.45	3.80	4.18	4.60	5.06	5.57	6.13	6.75
2.85	62.70	3.14	3.46	3.81	4.20	4.62	5.09	5.60	6.16	6.78
2.86	62.92	3.15	3.47	3.82	4.21	4.64	5.11	5.63	6.20	6.82
2.87	63.14	3.16	3.48	3.83	4.22	4.65	5.12	5.64	6.21	6.84
2.88	63.36	3.17	3.49	3.84	4.23	4.66	5.13	5.65	6.22	6.85
2.89	63.58	3.18	3.50	3.85	4.24	4.67	5.14	5.66	6.23	6.86
2.90	63.80	3.19	3.51	3.87	4.26	4.69	5.16	5.68	6.25	6.88
2.91	64.02	3.21	3.54	3.90	4.29	4.72	5.20	5.72	6.30	6.93
2.92	64.24	3.22	3.55	3.91	4.31	4.75	5.23	5.76	6.34	6.98
2.93	64.46	3.23	3.56	3.92	4.32	4.76	5.24	5.77	6.35	6.99
2.94	64.68	3.24	3.57	3.93	4.33	4.77	5.25	5.78	6.36	7.00
2.95	64.90	3.25	3.58	3.94	4.34	4.78	5.26	5.79	6.37	7.01
2.96	65.12	3.26	3.59	3.95	4.35	4.79	5.27	5.80	6.38	7.02
2.97	65.34	3.27	3.60	3.96	4.36	4.80	5.28	5.81	6.40	7.04
2.98	65.56	3.28	3.61	3.98	4.38	4.82	5.31	5.85	6.44	7.09
2.99	65.78	3.29	3.62	3.99	4.39	4.83	5.32	5.86	6.45	7.10
3.00	66.00	3.30	3.63	4.00	4.40	4.84	5.33	5.87	6.46	7.11
3.01	66.22	3.32	3.66	4.03	4.44	4.89	5.38	5.92	6.52	7.18
3.02	66.44	3.33	3.67	4.04	4.45	4.90	5.39	5.93	6.53	7.19
3.03	66.66	3.34	3.68	4.05	4.46	4.91	5.41	5.96	6.56	7.22

3.04	66.88	3.35	3.69	4.06	4.47	4.92	5.42	5.97	6.57	7.23
3.05	67.10	3.36	3.70	4.07	4.48	4.93	5.43	5.98	6.58	7.24
3.06	67.32	3.37	3.71	4.09	4.50	4.95	5.45	6.00	6.60	7.26
3.07	67.54	3.38	3.72	4.10	4.51	4.97	5.47	6.02	6.63	7.30
3.08	67.76	3.39	3.73	4.11	4.53	4.99	5.49	6.04	6.65	7.32
3.09	67.98	3.40	3.74	4.12	4.54	5.00	5.50	6.05	6.66	7.33
3.10	68.20	3.41	3.76	4.14	4.56	5.02	5.53	6.09	6.70	7.37
3.11	68.42	3.43	3.78	4.16	4.58	5.04	5.55	6.11	6.73	7.41
3.12	68.64	3.44	3.79	4.17	4.59	5.05	5.56	6.12	6.74	7.42
3.13	68.86	3.45	3.80	4.18	4.60	5.06	5.57	6.13	6.75	7.43
3.14	69.08	3.46	3.81	4.20	4.62	5.09	5.60	6.16	6.78	7.46
3.15	69.30	3.47	3.82	4.21	4.64	5.11	5.63	6.20	6.82	7.51
3.16	69.52	3.48	3.83	4.22	4.65	5.12	5.64	6.21	6.84	7.53
3.17	69.74	3.49	3.84	4.23	4.66	5.13	5.65	6.22	6.85	7.54
3.18	69.96	3.50	3.85	4.24	4.67	5.14	5.66	6.23	6.86	7.55
3.19	70.18	3.51	3.87	4.26	4.69	5.16	5.68	6.25	6.88	7.57
3.20	70.40	3.52	3.88	4.27	4.70	5.17	5.69	6.26	6.89	7.58
3.21	70.62	3.54	3.90	4.29	4.72	5.20	5.72	6.30	6.93	7.63
3.22	70.84	3.55	3.91	4.31	4.75	5.23	5.76	6.34	6.98	7.68
3.23	71.06	3.56	3.92	4.32	4.76	5.24	5.77	6.35	6.99	7.69
3.24	71.28	3.57	3.93	4.33	4.77	5.25	5.78	6.36	7.00	7.70
3.25	71.50	3.58	3.94	4.34	4.78	5.26	5.79	6.37	7.01	7.72
3.26	71.72	3.59	3.95	4.35	4.79	5.27	5.80	6.38	7.02	7.73
3.27	71.94	3.60	3.96	4.36	4.80	5.28	5.81	6.40	7.04	7.75
3.28	72.16	3.61	3.98	4.38	4.82	5.31	5.85	6.44	7.09	7.80
3.29	72.38	3.62	3.99	4.39	4.83	5.32	5.86	6.45	7.10	7.81
3.30	72.60	3.63	4.00	4.40	4.84	5.33	5.87	6.46	7.11	7.83
3.31	72.82	3.65	4.02	4.43	4.88	5.37	5.91	6.51	7.17	7.89
3.32	73.04	3.66	4.03	4.44	4.89	5.38	5.92	6.52	7.18	7.90
3.33	73.26	3.67	4.04	4.45	4.90	5.39	5.93	6.53	7.19	7.91
3.34	73.48	3.68	4.05	4.46	4.91	5.41	5.96	6.56	7.22	7.95
3.35	73.70	3.69	4.06	4.47	4.92	5.42	5.97	6.57	7.23	7.96
3.36	73.92	3.70	4.07	4.48	4.93	5.43	5.98	6.58	7.24	7.97
3.37	74.14	3.71	4.09	4.50	4.95	5.45	6.00	6.60	7.26	7.99
3.38	74.36	3.72	4.10	4.51	4.97	5.47	6.02	6.63	7.30	8.03
3.39	74.58	3.73	4.11	4.53	4.99	5.49	6.04	6.65	7.32	8.06
3.40	74.80	3.74	4.12	4.54	5.00	5.50	6.05	6.66	7.33	8.07
3.41	75.02	3.76	4.14	4.56	5.02	5.53	6.09	6.70	7.37	8.11
3.42	75.24	3.77	4.15	4.57	5.03	5.54	6.10	6.71	7.39	8.13
3.43	75.46	3.78	4.16	4.58	5.04	5.55	6.11	6.73	7.41	8.16
3.44	75.68	3.79	4.17	4.59	5.05	5.56	6.12	6.74	7.42	8.17
3.45	75.90	3.80	4.18	4.60	5.06	5.57	6.13	6.75	7.43	8.18

**APPENDIX C: BENEFIT LEVELS APPLICABLE TO PENSION CREDITS EARNED UNDER THE DEFAULT SCHEDULE DURING JULY 2010 AND JULY 1, 2021**

Contribution Rate prior to adoption of Schedule	Accrual Rate for benefits earned on or after effective date of Default Schedule	Contribution Rate for each Year after Effective Date of Default Schedule									
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$0.06	\$1.20	\$0.07	\$0.08	\$0.09	\$0.10	\$0.11	\$0.12	\$0.13	\$0.15	\$0.17	\$0.19
0.07	\$1.40	0.08	0.09	0.10	0.11	0.12	0.13	0.15	0.17	0.19	0.21
0.08	\$1.60	0.09	0.10	0.11	0.12	0.13	0.15	0.17	0.19	0.21	0.23
0.09	\$1.80	0.10	0.11	0.12	0.13	0.15	0.17	0.19	0.21	0.23	0.25
0.10	\$2.00	0.11	0.12	0.13	0.15	0.17	0.19	0.21	0.23	0.25	0.27
0.11	\$2.20	0.12	0.13	0.15	0.17	0.19	0.21	0.23	0.25	0.27	0.30
0.12	\$2.40	0.13	0.15	0.17	0.19	0.21	0.23	0.25	0.27	0.30	0.33
0.13	\$2.60	0.15	0.17	0.19	0.21	0.23	0.25	0.27	0.30	0.33	0.36
0.14	\$2.80	0.16	0.18	0.20	0.22	0.24	0.26	0.29	0.32	0.35	0.38
0.15	\$3.00	0.17	0.19	0.21	0.23	0.25	0.27	0.30	0.33	0.36	0.39
0.16	\$3.20	0.18	0.20	0.22	0.24	0.26	0.29	0.32	0.35	0.38	0.42
0.17	\$3.40	0.19	0.21	0.23	0.25	0.27	0.30	0.33	0.36	0.39	0.43
0.18	\$3.60	0.20	0.22	0.24	0.26	0.29	0.32	0.35	0.38	0.42	0.46
0.19	\$3.80	0.21	0.23	0.25	0.27	0.30	0.33	0.36	0.39	0.43	0.47
0.20	\$4.00	0.22	0.24	0.26	0.29	0.32	0.35	0.38	0.42	0.46	0.50
0.21	\$4.20	0.23	0.25	0.27	0.30	0.33	0.36	0.39	0.43	0.47	0.51
0.22	\$4.40	0.24	0.26	0.29	0.32	0.35	0.38	0.42	0.46	0.50	0.54
0.23	\$4.60	0.25	0.27	0.30	0.33	0.36	0.39	0.43	0.47	0.51	0.56
0.24	\$4.80	0.26	0.29	0.32	0.35	0.38	0.42	0.46	0.50	0.54	0.59
0.25	\$5.00	0.27	0.30	0.33	0.36	0.39	0.43	0.47	0.51	0.56	0.61
0.26	\$5.20	0.29	0.32	0.35	0.38	0.42	0.46	0.50	0.54	0.59	0.64
0.27	\$5.40	0.30	0.33	0.36	0.39	0.43	0.47	0.51	0.56	0.61	0.66
0.28	\$5.60	0.31	0.34	0.37	0.40	0.44	0.48	0.52	0.57	0.62	0.67
0.29	\$5.80	0.32	0.35	0.38	0.42	0.46	0.50	0.54	0.59	0.64	0.70
0.30	\$6.00	0.33	0.36	0.39	0.43	0.47	0.51	0.56	0.61	0.66	0.72
0.31	\$6.20	0.34	0.37	0.40	0.44	0.48	0.52	0.57	0.62	0.67	0.73
0.32	\$6.40	0.35	0.38	0.42	0.46	0.50	0.54	0.59	0.64	0.70	0.76
0.33	\$6.60	0.36	0.39	0.43	0.47	0.51	0.56	0.61	0.66	0.72	0.78
0.34	\$6.80	0.37	0.40	0.44	0.48	0.52	0.57	0.62	0.67	0.73	0.79
0.35	\$7.00	0.38	0.42	0.46	0.50	0.54	0.59	0.64	0.70	0.76	0.83
0.36	\$7.20	0.39	0.43	0.47	0.51	0.56	0.61	0.66	0.72	0.78	0.85
0.37	\$7.40	0.40	0.44	0.48	0.52	0.57	0.62	0.67	0.73	0.79	0.86
0.38	\$7.60	0.42	0.46	0.50	0.54	0.59	0.64	0.70	0.76	0.83	0.90
0.39	\$7.80	0.43	0.47	0.51	0.56	0.61	0.66	0.72	0.78	0.85	0.92
0.40	\$8.00	0.44	0.48	0.52	0.57	0.62	0.67	0.73	0.79	0.86	0.93
0.41	\$8.20	0.45	0.49	0.53	0.58	0.63	0.69	0.75	0.81	0.88	0.96
0.42	\$8.40	0.46	0.50	0.54	0.59	0.64	0.70	0.76	0.83	0.90	0.98
0.43	\$8.60	0.47	0.51	0.56	0.61	0.66	0.72	0.78	0.85	0.92	1.00
0.44	\$8.80	0.48	0.52	0.57	0.62	0.67	0.73	0.79	0.86	0.93	1.01
0.45	\$9.00	0.49	0.53	0.58	0.63	0.69	0.75	0.81	0.88	0.96	1.04
0.46	\$9.20	0.50	0.54	0.59	0.64	0.70	0.76	0.83	0.90	0.98	1.06

0.47	\$9.40	0.51	0.56	0.61	0.66	0.72	0.78	0.85	0.92	1.00	1.08
0.48	\$9.60	0.52	0.57	0.62	0.67	0.73	0.79	0.86	0.93	1.01	1.10
0.49	\$9.80	0.53	0.58	0.63	0.69	0.75	0.81	0.88	0.96	1.04	1.13
0.50	\$10.00	0.54	0.59	0.64	0.70	0.76	0.83	0.90	0.98	1.06	1.15
0.51	\$10.20	0.56	0.61	0.66	0.72	0.78	0.85	0.92	1.00	1.08	1.17
0.52	\$10.40	0.57	0.62	0.67	0.73	0.79	0.86	0.93	1.01	1.10	1.19
0.53	\$10.60	0.58	0.63	0.69	0.75	0.81	0.88	0.96	1.04	1.13	1.23
0.54	\$10.80	0.59	0.64	0.70	0.76	0.83	0.90	0.98	1.06	1.15	1.25
0.55	\$11.00	0.60	0.65	0.71	0.77	0.84	0.91	0.99	1.07	1.16	1.26
0.56	\$11.20	0.61	0.66	0.72	0.78	0.85	0.92	1.00	1.08	1.17	1.27
0.57	\$11.40	0.62	0.67	0.73	0.79	0.86	0.93	1.01	1.10	1.19	1.29
0.58	\$11.60	0.63	0.69	0.75	0.81	0.88	0.96	1.04	1.13	1.23	1.33
0.59	\$11.80	0.64	0.70	0.76	0.83	0.90	0.98	1.06	1.15	1.25	1.35
0.60	\$12.00	0.65	0.71	0.77	0.84	0.91	0.99	1.07	1.16	1.26	1.37
0.61	\$12.20	0.66	0.72	0.78	0.85	0.92	1.00	1.08	1.17	1.27	1.38
0.62	\$12.40	0.67	0.73	0.79	0.86	0.93	1.01	1.10	1.19	1.29	1.40
0.63	\$12.60	0.69	0.75	0.81	0.88	0.96	1.04	1.13	1.23	1.33	1.44
0.64	\$12.80	0.70	0.76	0.83	0.90	0.98	1.06	1.15	1.25	1.35	1.46
0.65	\$13.00	0.71	0.77	0.84	0.91	0.99	1.07	1.16	1.26	1.37	1.48
0.66	\$13.20	0.72	0.78	0.85	0.92	1.00	1.08	1.17	1.27	1.38	1.50
0.67	\$13.40	0.73	0.79	0.86	0.93	1.01	1.10	1.19	1.29	1.40	1.52
0.68	\$13.60	0.74	0.80	0.87	0.94	1.02	1.11	1.20	1.30	1.41	1.53
0.69	\$13.80	0.75	0.81	0.88	0.96	1.04	1.13	1.23	1.33	1.44	1.56
0.70	\$14.00	0.76	0.83	0.90	0.98	1.06	1.15	1.25	1.35	1.46	1.58
0.71	\$14.20	0.77	0.84	0.91	0.99	1.07	1.16	1.26	1.37	1.48	1.60
0.72	\$14.40	0.78	0.85	0.92	1.00	1.08	1.17	1.27	1.38	1.50	1.62
0.73	\$14.60	0.79	0.86	0.93	1.01	1.10	1.19	1.29	1.40	1.52	1.65
0.74	\$14.80	0.80	0.87	0.94	1.02	1.11	1.20	1.30	1.41	1.53	1.66
0.75	\$15.00	0.81	0.88	0.96	1.04	1.13	1.23	1.33	1.44	1.56	1.69
0.76	\$15.20	0.83	0.90	0.98	1.06	1.15	1.25	1.35	1.46	1.58	1.71
0.77	\$15.40	0.84	0.91	0.99	1.07	1.16	1.26	1.37	1.48	1.60	1.73
0.78	\$15.60	0.85	0.92	1.00	1.08	1.17	1.27	1.38	1.50	1.62	1.75
0.79	\$15.80	0.86	0.93	1.01	1.10	1.19	1.29	1.40	1.52	1.65	1.79
0.80	\$16.00	0.87	0.94	1.02	1.11	1.20	1.30	1.41	1.53	1.66	1.80
0.81	\$16.20	0.88	0.96	1.04	1.13	1.23	1.33	1.44	1.56	1.69	1.83
0.82	\$16.40	0.89	0.97	1.05	1.14	1.24	1.34	1.45	1.57	1.70	1.84
0.83	\$16.60	0.90	0.98	1.06	1.15	1.25	1.35	1.46	1.58	1.71	1.85
0.84	\$16.80	0.91	0.99	1.07	1.16	1.26	1.37	1.48	1.60	1.73	1.87
0.85	\$17.00	0.92	1.00	1.08	1.17	1.27	1.38	1.50	1.62	1.75	1.89
0.86	\$17.20	0.93	1.01	1.10	1.19	1.29	1.40	1.52	1.65	1.79	1.94
0.87	\$17.40	0.94	1.02	1.11	1.20	1.30	1.41	1.53	1.66	1.80	1.95
0.88	\$17.60	0.96	1.04	1.13	1.23	1.33	1.44	1.56	1.69	1.83	1.98
0.89	\$17.80	0.97	1.05	1.14	1.24	1.34	1.45	1.57	1.70	1.84	1.99
0.90	\$18.00	0.98	1.06	1.15	1.25	1.35	1.46	1.58	1.71	1.85	2.00
0.91	\$18.20	0.99	1.07	1.16	1.26	1.37	1.48	1.60	1.73	1.87	2.02
0.92	\$18.40	1.00	1.08	1.17	1.27	1.38	1.50	1.62	1.75	1.89	2.05
0.93	\$18.60	1.01	1.10	1.19	1.29	1.40	1.52	1.65	1.79	1.94	2.10
0.94	\$18.80	1.02	1.11	1.20	1.30	1.41	1.53	1.66	1.80	1.95	2.11

0.95	\$19.00	1.03	1.12	1.21	1.31	1.42	1.54	1.67	1.81	1.96	2.12
0.96	\$19.20	1.04	1.13	1.23	1.33	1.44	1.56	1.69	1.83	1.98	2.14
0.97	\$19.40	1.05	1.14	1.24	1.34	1.45	1.57	1.70	1.84	1.99	2.15
0.98	\$19.60	1.06	1.15	1.25	1.35	1.46	1.58	1.71	1.85	2.00	2.16
0.99	\$19.80	1.07	1.16	1.26	1.37	1.48	1.60	1.73	1.87	2.02	2.19
1.00	\$20.00	1.08	1.17	1.27	1.38	1.50	1.62	1.75	1.89	2.05	2.22
1.01	\$20.20	1.10	1.19	1.29	1.40	1.52	1.65	1.79	1.94	2.10	2.27
1.02	\$20.40	1.11	1.20	1.30	1.41	1.53	1.66	1.80	1.95	2.11	2.28
1.03	\$20.60	1.12	1.21	1.31	1.42	1.54	1.67	1.81	1.96	2.12	2.29
1.04	\$20.80	1.13	1.23	1.33	1.44	1.56	1.69	1.83	1.98	2.14	2.32
1.05	\$21.00	1.14	1.24	1.34	1.45	1.57	1.70	1.84	1.99	2.15	2.33
1.06	\$21.20	1.15	1.25	1.35	1.46	1.58	1.71	1.85	2.00	2.16	2.34
1.07	\$21.40	1.16	1.26	1.37	1.48	1.60	1.73	1.87	2.02	2.19	2.37
1.08	\$21.60	1.17	1.27	1.38	1.50	1.62	1.75	1.89	2.05	2.22	2.40
1.09	\$21.80	1.18	1.28	1.39	1.51	1.64	1.78	1.93	2.09	2.26	2.45
1.10	\$22.00	1.19	1.29	1.40	1.52	1.65	1.79	1.94	2.10	2.27	2.46
1.11	\$22.20	1.20	1.30	1.41	1.53	1.66	1.80	1.95	2.11	2.28	2.47
1.12	\$22.40	1.21	1.31	1.42	1.54	1.67	1.81	1.96	2.12	2.29	2.48
1.13	\$22.60	1.23	1.33	1.44	1.56	1.69	1.83	1.98	2.14	2.32	2.51
1.14	\$22.80	1.24	1.34	1.45	1.57	1.70	1.84	1.99	2.15	2.33	2.52
1.15	\$23.00	1.25	1.35	1.46	1.58	1.71	1.85	2.00	2.16	2.34	2.53
1.16	\$23.20	1.26	1.37	1.48	1.60	1.73	1.87	2.02	2.19	2.37	2.56
1.17	\$23.40	1.27	1.38	1.50	1.62	1.75	1.89	2.05	2.22	2.40	2.60
1.18	\$23.60	1.28	1.39	1.51	1.64	1.78	1.93	2.09	2.26	2.45	2.65
1.19	\$23.80	1.29	1.40	1.52	1.65	1.79	1.94	2.10	2.27	2.46	2.66
1.20	\$24.00	1.30	1.41	1.53	1.66	1.80	1.95	2.11	2.28	2.47	2.67
1.21	\$24.20	1.31	1.42	1.54	1.67	1.81	1.96	2.12	2.29	2.48	2.68
1.22	\$24.40	1.32	1.43	1.55	1.68	1.82	1.97	2.13	2.31	2.50	2.70
1.23	\$24.60	1.33	1.44	1.56	1.69	1.83	1.98	2.14	2.32	2.51	2.72
1.24	\$24.80	1.34	1.45	1.57	1.70	1.84	1.99	2.15	2.33	2.52	2.73
1.25	\$25.00	1.35	1.46	1.58	1.71	1.85	2.00	2.16	2.34	2.53	2.74
1.26	\$25.20	1.37	1.48	1.60	1.73	1.87	2.02	2.19	2.37	2.56	2.77
1.27	\$25.40	1.38	1.50	1.62	1.75	1.89	2.05	2.22	2.40	2.60	2.81
1.28	\$25.60	1.39	1.51	1.64	1.78	1.93	2.09	2.26	2.45	2.65	2.87
1.29	\$25.80	1.40	1.52	1.65	1.79	1.94	2.10	2.27	2.46	2.66	2.88
1.30	\$26.00	1.41	1.53	1.66	1.80	1.95	2.11	2.28	2.47	2.67	2.89
1.31	\$26.20	1.42	1.54	1.67	1.81	1.96	2.12	2.29	2.48	2.68	2.90
1.32	\$26.40	1.43	1.55	1.68	1.82	1.97	2.13	2.31	2.50	2.70	2.92
1.33	\$26.60	1.44	1.56	1.69	1.83	1.98	2.14	2.32	2.51	2.72	2.94
1.34	\$26.80	1.45	1.57	1.70	1.84	1.99	2.15	2.33	2.52	2.73	2.95
1.35	\$27.00	1.46	1.58	1.71	1.85	2.00	2.16	2.34	2.53	2.74	2.96
1.36	\$27.20	1.47	1.59	1.72	1.86	2.01	2.18	2.36	2.55	2.76	2.99
1.37	\$27.40	1.48	1.60	1.73	1.87	2.02	2.19	2.37	2.56	2.77	3.00
1.38	\$27.60	1.50	1.62	1.75	1.89	2.05	2.22	2.40	2.60	2.81	3.04
1.39	\$27.80	1.51	1.64	1.78	1.93	2.09	2.26	2.45	2.65	2.87	3.10
1.40	\$28.00	1.52	1.65	1.79	1.94	2.10	2.27	2.46	2.66	2.88	3.12
1.41	\$28.20	1.53	1.66	1.80	1.95	2.11	2.28	2.47	2.67	2.89	3.13
1.42	\$28.40	1.54	1.67	1.81	1.96	2.12	2.29	2.48	2.68	2.90	3.14



1.43	\$28.60	1.55	1.68	1.82	1.97	2.13	2.31	2.50	2.70	2.92	3.16
1.44	\$28.80	1.56	1.69	1.83	1.98	2.14	2.32	2.51	2.72	2.94	3.18
1.45	\$29.00	1.57	1.70	1.84	1.99	2.15	2.33	2.52	2.73	2.95	3.19
1.46	\$29.20	1.58	1.71	1.85	2.00	2.16	2.34	2.53	2.74	2.96	3.20
1.47	\$29.40	1.59	1.72	1.86	2.01	2.18	2.36	2.55	2.76	2.99	3.23
1.48	\$29.60	1.60	1.73	1.87	2.02	2.19	2.37	2.56	2.77	3.00	3.24
1.49	\$29.80	1.61	1.74	1.88	2.04	2.21	2.39	2.59	2.80	3.03	3.28
1.50	\$30.00	1.62	1.75	1.89	2.05	2.22	2.40	2.60	2.81	3.04	3.29
1.51	\$30.20	1.64	1.78	1.93	2.09	2.26	2.45	2.65	2.87	3.10	3.35
1.52	\$30.40	1.65	1.79	1.94	2.10	2.27	2.46	2.66	2.88	3.12	3.37
1.53	\$30.60	1.66	1.80	1.95	2.11	2.28	2.47	2.67	2.89	3.13	3.39
1.54	\$30.80	1.67	1.81	1.96	2.12	2.29	2.48	2.68	2.90	3.14	3.40
1.55	\$31.00	1.68	1.82	1.97	2.13	2.31	2.50	2.70	2.92	3.16	3.42
1.56	\$31.20	1.69	1.83	1.98	2.14	2.32	2.51	2.72	2.94	3.18	3.44
1.57	\$31.40	1.70	1.84	1.99	2.15	2.33	2.52	2.73	2.95	3.19	3.45
1.58	\$31.60	1.71	1.85	2.00	2.16	2.34	2.53	2.74	2.96	3.20	3.46
1.59	\$31.80	1.72	1.86	2.01	2.18	2.36	2.55	2.76	2.99	3.23	3.49
1.60	\$32.00	1.73	1.87	2.02	2.19	2.37	2.56	2.77	3.00	3.24	3.50
1.61	\$32.20	1.74	1.88	2.04	2.21	2.39	2.59	2.80	3.03	3.28	3.55
1.62	\$32.40	1.75	1.89	2.05	2.22	2.40	2.60	2.81	3.04	3.29	3.56
1.63	\$32.60	1.77	1.92	2.08	2.25	2.43	2.63	2.85	3.08	3.33	3.60
1.64	\$32.80	1.78	1.93	2.09	2.26	2.45	2.65	2.87	3.10	3.35	3.62
1.65	\$33.00	1.79	1.94	2.10	2.27	2.46	2.66	2.88	3.12	3.37	3.64
1.66	\$33.20	1.80	1.95	2.11	2.28	2.47	2.67	2.89	3.13	3.39	3.67
1.67	\$33.40	1.81	1.96	2.12	2.29	2.48	2.68	2.90	3.14	3.40	3.68
1.68	\$33.60	1.82	1.97	2.13	2.31	2.50	2.70	2.92	3.16	3.42	3.70
1.69	\$33.80	1.83	1.98	2.14	2.32	2.51	2.72	2.94	3.18	3.44	3.72
1.70	\$34.00	1.84	1.99	2.15	2.33	2.52	2.73	2.95	3.19	3.45	3.73
1.71	\$34.20	1.85	2.00	2.16	2.34	2.53	2.74	2.96	3.20	3.46	3.74
1.72	\$34.40	1.86	2.01	2.18	2.36	2.55	2.76	2.99	3.23	3.49	3.77
1.73	\$34.60	1.87	2.02	2.19	2.37	2.56	2.77	3.00	3.24	3.50	3.78
1.74	\$34.80	1.88	2.04	2.21	2.39	2.59	2.80	3.03	3.28	3.55	3.84
1.75	\$35.00	1.89	2.05	2.22	2.40	2.60	2.81	3.04	3.29	3.56	3.85
1.76	\$35.20	1.91	2.07	2.24	2.42	2.62	2.83	3.06	3.31	3.58	3.87
1.77	\$35.40	1.92	2.08	2.25	2.43	2.63	2.85	3.08	3.33	3.60	3.89
1.78	\$35.60	1.93	2.09	2.26	2.45	2.65	2.87	3.10	3.35	3.62	3.91
1.79	\$35.80	1.94	2.10	2.27	2.46	2.66	2.88	3.12	3.37	3.64	3.94
1.80	\$36.00	1.95	2.11	2.28	2.47	2.67	2.89	3.13	3.39	3.67	3.97
1.81	\$36.20	1.96	2.12	2.29	2.48	2.68	2.90	3.14	3.40	3.68	3.98
1.82	\$36.40	1.97	2.13	2.31	2.50	2.70	2.92	3.16	3.42	3.70	4.00
1.83	\$36.60	1.98	2.14	2.32	2.51	2.72	2.94	3.18	3.44	3.72	4.02
1.84	\$36.80	1.99	2.15	2.33	2.52	2.73	2.95	3.19	3.45	3.73	4.03
1.85	\$37.00	2.00	2.16	2.34	2.53	2.74	2.96	3.20	3.46	3.74	4.04
1.86	\$37.20	2.01	2.18	2.36	2.55	2.76	2.99	3.23	3.49	3.77	4.08
1.87	\$37.40	2.02	2.19	2.37	2.56	2.77	3.00	3.24	3.50	3.78	4.09
1.88	\$37.60	2.04	2.21	2.39	2.59	2.80	3.03	3.28	3.55	3.84	4.15
1.89	\$37.80	2.05	2.22	2.40	2.60	2.81	3.04	3.29	3.56	3.85	4.16
1.90	\$38.00	2.06	2.23	2.41	2.61	2.82	3.05	3.30	3.57	3.86	4.17

1.91	\$38.20	2.07	2.24	2.42	2.62	2.83	3.06	3.31	3.58	3.87	4.18
1.92	\$38.40	2.08	2.25	2.43	2.63	2.85	3.08	3.33	3.60	3.89	4.21
1.93	\$38.60	2.09	2.26	2.45	2.65	2.87	3.10	3.35	3.62	3.91	4.23
1.94	\$38.80	2.10	2.27	2.46	2.66	2.88	3.12	3.37	3.64	3.94	4.26
1.95	\$39.00	2.11	2.28	2.47	2.67	2.89	3.13	3.39	3.67	3.97	4.29
1.96	\$39.20	2.12	2.29	2.48	2.68	2.90	3.14	3.40	3.68	3.98	4.30
1.97	\$39.40	2.13	2.31	2.50	2.70	2.92	3.16	3.42	3.70	4.00	4.32
1.98	\$39.60	2.14	2.32	2.51	2.72	2.94	3.18	3.44	3.72	4.02	4.35
1.99	\$39.80	2.15	2.33	2.52	2.73	2.95	3.19	3.45	3.73	4.03	4.36
2.00	\$40.00	2.16	2.34	2.53	2.74	2.96	3.20	3.46	3.74	4.04	4.37
2.01	\$40.20	2.18	2.36	2.55	2.76	2.99	3.23	3.49	3.77	4.08	4.41
2.02	\$40.40	2.19	2.37	2.56	2.77	3.00	3.24	3.50	3.78	4.09	4.42
2.03	\$40.60	2.20	2.38	2.58	2.79	3.02	3.27	3.54	3.83	4.14	4.48
2.04	\$40.80	2.21	2.39	2.59	2.80	3.03	3.28	3.55	3.84	4.15	4.49
2.05	\$41.00	2.22	2.40	2.60	2.81	3.04	3.29	3.56	3.85	4.16	4.50
2.06	\$41.20	2.23	2.41	2.61	2.82	3.05	3.30	3.57	3.86	4.17	4.51
2.07	\$41.40	2.24	2.42	2.62	2.83	3.06	3.31	3.58	3.87	4.18	4.52
2.08	\$41.60	2.25	2.43	2.63	2.85	3.08	3.33	3.60	3.89	4.21	4.55
2.09	\$41.80	2.26	2.45	2.65	2.87	3.10	3.35	3.62	3.91	4.23	4.57
2.10	\$42.00	2.27	2.46	2.66	2.88	3.12	3.37	3.64	3.94	4.26	4.61
2.11	\$42.20	2.28	2.47	2.67	2.89	3.13	3.39	3.67	3.97	4.29	4.64
2.12	\$42.40	2.29	2.48	2.68	2.90	3.14	3.40	3.68	3.98	4.30	4.65
2.13	\$42.60	2.31	2.50	2.70	2.92	3.16	3.42	3.70	4.00	4.32	4.67
2.14	\$42.80	2.32	2.51	2.72	2.94	3.18	3.44	3.72	4.02	4.35	4.70
2.15	\$43.00	2.33	2.52	2.73	2.95	3.19	3.45	3.73	4.03	4.36	4.71
2.16	\$43.20	2.34	2.53	2.74	2.96	3.20	3.46	3.74	4.04	4.37	4.72
2.17	\$43.40	2.35	2.54	2.75	2.97	3.21	3.47	3.75	4.05	4.38	4.74
2.18	\$43.60	2.36	2.55	2.76	2.99	3.23	3.49	3.77	4.08	4.41	4.77
2.19	\$43.80	2.37	2.56	2.77	3.00	3.24	3.50	3.78	4.09	4.42	4.78
2.20	\$44.00	2.38	2.58	2.79	3.02	3.27	3.54	3.83	4.14	4.48	4.84
2.21	\$44.20	2.39	2.59	2.80	3.03	3.28	3.55	3.84	4.15	4.49	4.85
2.22	\$44.40	2.40	2.60	2.81	3.04	3.29	3.56	3.85	4.16	4.50	4.86
2.23	\$44.60	2.41	2.61	2.82	3.05	3.30	3.57	3.86	4.17	4.51	4.88
2.24	\$44.80	2.42	2.62	2.83	3.06	3.31	3.58	3.87	4.18	4.52	4.89
2.25	\$45.00	2.43	2.63	2.85	3.08	3.33	3.60	3.89	4.21	4.55	4.92
2.26	\$45.20	2.45	2.65	2.87	3.10	3.35	3.62	3.91	4.23	4.57	4.94
2.27	\$45.40	2.46	2.66	2.88	3.12	3.37	3.64	3.94	4.26	4.61	4.98
2.28	\$45.60	2.47	2.67	2.89	3.13	3.39	3.67	3.97	4.29	4.64	5.02
2.29	\$45.80	2.48	2.68	2.90	3.14	3.40	3.68	3.98	4.30	4.65	5.03
2.30	\$46.00	2.49	2.69	2.91	3.15	3.41	3.69	3.99	4.31	4.66	5.04
2.31	\$46.20	2.50	2.70	2.92	3.16	3.42	3.70	4.00	4.32	4.67	5.05
2.32	\$46.40	2.51	2.72	2.94	3.18	3.44	3.72	4.02	4.35	4.70	5.08
2.33	\$46.60	2.52	2.73	2.95	3.19	3.45	3.73	4.03	4.36	4.71	5.09
2.34	\$46.80	2.53	2.74	2.96	3.20	3.46	3.74	4.04	4.37	4.72	5.10
2.35	\$47.00	2.54	2.75	2.97	3.21	3.47	3.75	4.05	4.38	4.74	5.12
2.36	\$47.20	2.55	2.76	2.99	3.23	3.49	3.77	4.08	4.41	4.77	5.16
2.37	\$47.40	2.56	2.77	3.00	3.24	3.50	3.78	4.09	4.42	4.78	5.17
2.38	\$47.60	2.58	2.79	3.02	3.27	3.54	3.83	4.14	4.48	4.84	5.23

2.39	\$47.80	2.59	2.80	3.03	3.28	3.55	3.84	4.15	4.49	4.85	5.24
2.40	\$48.00	2.60	2.81	3.04	3.29	3.56	3.85	4.16	4.50	4.86	5.25
2.41	\$48.20	2.61	2.82	3.05	3.30	3.57	3.86	4.17	4.51	4.88	5.28
2.42	\$48.40	2.62	2.83	3.06	3.31	3.58	3.87	4.18	4.52	4.89	5.29
2.43	\$48.60	2.63	2.85	3.08	3.33	3.60	3.89	4.21	4.55	4.92	5.32
2.44	\$48.80	2.64	2.86	3.09	3.34	3.61	3.90	4.22	4.56	4.93	5.33
2.45	\$49.00	2.65	2.87	3.10	3.35	3.62	3.91	4.23	4.57	4.94	5.34
2.46	\$49.20	2.66	2.88	3.12	3.37	3.64	3.94	4.26	4.61	4.98	5.38
2.47	\$49.40	2.67	2.89	3.13	3.39	3.67	3.97	4.29	4.64	5.02	5.43
2.48	\$49.60	2.68	2.90	3.14	3.40	3.68	3.98	4.30	4.65	5.03	5.44
2.49	\$49.80	2.69	2.91	3.15	3.41	3.69	3.99	4.31	4.66	5.04	5.45
2.50	\$50.00	2.70	2.92	3.16	3.42	3.70	4.00	4.32	4.67	5.05	5.46
2.51	\$50.20	2.72	2.94	3.18	3.44	3.72	4.02	4.35	4.70	5.08	5.49
2.52	\$50.40	2.73	2.95	3.19	3.45	3.73	4.03	4.36	4.71	5.09	5.50
2.53	\$50.60	2.74	2.96	3.20	3.46	3.74	4.04	4.37	4.72	5.10	5.51
2.54	\$50.80	2.75	2.97	3.21	3.47	3.75	4.05	4.38	4.74	5.12	5.53
2.55	\$51.00	2.76	2.99	3.23	3.49	3.77	4.08	4.41	4.77	5.16	5.58
2.56	\$51.20	2.77	3.00	3.24	3.50	3.78	4.09	4.42	4.78	5.17	5.59
2.57	\$51.40	2.78	3.01	3.26	3.53	3.82	4.13	4.47	4.83	5.22	5.64
2.58	\$51.60	2.79	3.02	3.27	3.54	3.83	4.14	4.48	4.84	5.23	5.65
2.59	\$51.80	2.80	3.03	3.28	3.55	3.84	4.15	4.49	4.85	5.24	5.66
2.60	\$52.00	2.81	3.04	3.29	3.56	3.85	4.16	4.50	4.86	5.25	5.67
2.61	\$52.20	2.82	3.05	3.30	3.57	3.86	4.17	4.51	4.88	5.28	5.71
2.62	\$52.40	2.83	3.06	3.31	3.58	3.87	4.18	4.52	4.89	5.29	5.72
2.63	\$52.60	2.85	3.08	3.33	3.60	3.89	4.21	4.55	4.92	5.32	5.75
2.64	\$52.80	2.86	3.09	3.34	3.61	3.90	4.22	4.56	4.93	5.33	5.76
2.65	\$53.00	2.87	3.10	3.35	3.62	3.91	4.23	4.57	4.94	5.34	5.77
2.66	\$53.20	2.88	3.12	3.37	3.64	3.94	4.26	4.61	4.98	5.38	5.82
2.67	\$53.40	2.89	3.13	3.39	3.67	3.97	4.29	4.64	5.02	5.43	5.87
2.68	\$53.60	2.90	3.14	3.40	3.68	3.98	4.30	4.65	5.03	5.44	5.88
2.69	\$53.80	2.91	3.15	3.41	3.69	3.99	4.31	4.66	5.04	5.45	5.89
2.70	\$54.00	2.92	3.16	3.42	3.70	4.00	4.32	4.67	5.05	5.46	5.90
2.71	\$54.20	2.93	3.17	3.43	3.71	4.01	4.34	4.69	5.07	5.48	5.92
2.72	\$54.40	2.94	3.18	3.44	3.72	4.02	4.35	4.70	5.08	5.49	5.93
2.73	\$54.60	2.95	3.19	3.45	3.73	4.03	4.36	4.71	5.09	5.50	5.94
2.74	\$54.80	2.96	3.20	3.46	3.74	4.04	4.37	4.72	5.10	5.51	5.96
2.75	\$55.00	2.97	3.21	3.47	3.75	4.05	4.38	4.74	5.12	5.53	5.98
2.76	\$55.20	2.99	3.23	3.49	3.77	4.08	4.41	4.77	5.16	5.58	6.03
2.77	\$55.40	3.00	3.24	3.50	3.78	4.09	4.42	4.78	5.17	5.59	6.04
2.78	\$55.60	3.01	3.26	3.53	3.82	4.13	4.47	4.83	5.22	5.64	6.10
2.79	\$55.80	3.02	3.27	3.54	3.83	4.14	4.48	4.84	5.23	5.65	6.11
2.80	\$56.00	3.03	3.28	3.55	3.84	4.15	4.49	4.85	5.24	5.66	6.12
2.81	\$56.20	3.04	3.29	3.56	3.85	4.16	4.50	4.86	5.25	5.67	6.13
2.82	\$56.40	3.05	3.30	3.57	3.86	4.17	4.51	4.88	5.28	5.71	6.17
2.83	\$56.60	3.06	3.31	3.58	3.87	4.18	4.52	4.89	5.29	5.72	6.18
2.84	\$56.80	3.07	3.32	3.59	3.88	4.20	4.54	4.91	5.31	5.74	6.20
2.85	\$57.00	3.08	3.33	3.60	3.89	4.21	4.55	4.92	5.32	5.75	6.21
2.86	\$57.20	3.09	3.34	3.61	3.90	4.22	4.56	4.93	5.33	5.76	6.23

2.87	\$57.40	3.10	3.35	3.62	3.91	4.23	4.57	4.94	5.34	5.77	6.24
2.88	\$57.60	3.12	3.37	3.64	3.94	4.26	4.61	4.98	5.38	5.82	6.29
2.89	\$57.80	3.13	3.39	3.67	3.97	4.29	4.64	5.02	5.43	5.87	6.34
2.90	\$58.00	3.14	3.40	3.68	3.98	4.30	4.65	5.03	5.44	5.88	6.36
2.91	\$58.20	3.15	3.41	3.69	3.99	4.31	4.66	5.04	5.45	5.89	6.37
2.92	\$58.40	3.16	3.42	3.70	4.00	4.32	4.67	5.05	5.46	5.90	6.38
2.93	\$58.60	3.17	3.43	3.71	4.01	4.34	4.69	5.07	5.48	5.92	6.40
2.94	\$58.80	3.18	3.44	3.72	4.02	4.35	4.70	5.08	5.49	5.93	6.41
2.95	\$59.00	3.19	3.45	3.73	4.03	4.36	4.71	5.09	5.50	5.94	6.42
2.96	\$59.20	3.20	3.46	3.74	4.04	4.37	4.72	5.10	5.51	5.96	6.44
2.97	\$59.40	3.21	3.47	3.75	4.05	4.38	4.74	5.12	5.53	5.98	6.46
2.98	\$59.60	3.22	3.48	3.76	4.07	4.40	4.76	5.15	5.57	6.02	6.51
2.99	\$59.80	3.23	3.49	3.77	4.08	4.41	4.77	5.16	5.58	6.03	6.52
3.00	\$60.00	3.24	3.50	3.78	4.09	4.42	4.78	5.17	5.59	6.04	6.53
3.01	\$60.20	3.26	3.53	3.82	4.13	4.47	4.83	5.22	5.64	6.10	6.59
3.02	\$60.40	3.27	3.54	3.83	4.14	4.48	4.84	5.23	5.65	6.11	6.60
3.03	\$60.60	3.28	3.55	3.84	4.15	4.49	4.85	5.24	5.66	6.12	6.61
3.04	\$60.80	3.29	3.56	3.85	4.16	4.50	4.86	5.25	5.67	6.13	6.63
3.05	\$61.00	3.30	3.57	3.86	4.17	4.51	4.88	5.28	5.71	6.17	6.67
3.06	\$61.20	3.31	3.58	3.87	4.18	4.52	4.89	5.29	5.72	6.18	6.68
3.07	\$61.40	3.32	3.59	3.88	4.20	4.54	4.91	5.31	5.74	6.20	6.70
3.08	\$61.60	3.33	3.60	3.89	4.21	4.55	4.92	5.32	5.75	6.21	6.71
3.09	\$61.80	3.34	3.61	3.90	4.22	4.56	4.93	5.33	5.76	6.23	6.73
3.10	\$62.00	3.35	3.62	3.91	4.23	4.57	4.94	5.34	5.77	6.24	6.74
3.11	\$62.20	3.36	3.63	3.93	4.25	4.59	4.96	5.36	5.79	6.26	6.77
3.12	\$62.40	3.37	3.64	3.94	4.26	4.61	4.98	5.38	5.82	6.29	6.80
3.13	\$62.60	3.39	3.67	3.97	4.29	4.64	5.02	5.43	5.87	6.34	6.85
3.14	\$62.80	3.40	3.68	3.98	4.30	4.65	5.03	5.44	5.88	6.36	6.87
3.15	\$63.00	3.41	3.69	3.99	4.31	4.66	5.04	5.45	5.89	6.37	6.88
3.16	\$63.20	3.42	3.70	4.00	4.32	4.67	5.05	5.46	5.90	6.38	6.90
3.17	\$63.40	3.43	3.71	4.01	4.34	4.69	5.07	5.48	5.92	6.40	6.92
3.18	\$63.60	3.44	3.72	4.02	4.35	4.70	5.08	5.49	5.93	6.41	6.93
3.19	\$63.80	3.45	3.73	4.03	4.36	4.71	5.09	5.50	5.94	6.42	6.94
3.20	\$64.00	3.46	3.74	4.04	4.37	4.72	5.10	5.51	5.96	6.44	6.96
3.21	\$64.20	3.47	3.75	4.05	4.38	4.74	5.12	5.53	5.98	6.46	6.98
3.22	\$64.40	3.48	3.76	4.07	4.40	4.76	5.15	5.57	6.02	6.51	7.04
3.23	\$64.60	3.49	3.77	4.08	4.41	4.77	5.16	5.58	6.03	6.52	7.05
3.24	\$64.80	3.50	3.78	4.09	4.42	4.78	5.17	5.59	6.04	6.53	7.06
3.25	\$65.00	3.51	3.80	4.11	4.44	4.80	5.19	5.61	6.06	6.55	7.08
3.26	\$65.20	3.53	3.82	4.13	4.47	4.83	5.22	5.64	6.10	6.59	7.12
3.27	\$65.40	3.54	3.83	4.14	4.48	4.84	5.23	5.65	6.11	6.60	7.13
3.28	\$65.60	3.55	3.84	4.15	4.49	4.85	5.24	5.66	6.12	6.61	7.14
3.29	\$65.80	3.56	3.85	4.16	4.50	4.86	5.25	5.67	6.13	6.63	7.17
3.30	\$66.00	3.57	3.86	4.17	4.51	4.88	5.28	5.71	6.17	6.67	7.21
3.31	\$66.20	3.58	3.87	4.18	4.52	4.89	5.29	5.72	6.18	6.68	7.22
3.32	\$66.40	3.59	3.88	4.20	4.54	4.91	5.31	5.74	6.20	6.70	7.24
3.33	\$66.60	3.60	3.89	4.21	4.55	4.92	5.32	5.75	6.21	6.71	7.25
3.34	\$66.80	3.61	3.90	4.22	4.56	4.93	5.33	5.76	6.23	6.73	7.27

3.35	\$67.00	3.62	3.91	4.23	4.57	4.94	5.34	5.77	6.24	6.74	7.28
3.36	\$67.20	3.63	3.93	4.25	4.59	4.96	5.36	5.79	6.26	6.77	7.32
3.37	\$67.40	3.64	3.94	4.26	4.61	4.98	5.38	5.82	6.29	6.80	7.35
3.38	\$67.60	3.66	3.96	4.28	4.63	5.01	5.42	5.86	6.33	6.84	7.39
3.39	\$67.80	3.67	3.97	4.29	4.64	5.02	5.43	5.87	6.34	6.85	7.40
3.40	\$68.00	3.68	3.98	4.30	4.65	5.03	5.44	5.88	6.36	6.87	7.42
3.41	\$68.20	3.69	3.99	4.31	4.66	5.04	5.45	5.89	6.37	6.88	7.44
3.42	\$68.40	3.70	4.00	4.32	4.67	5.05	5.46	5.90	6.38	6.90	7.46
3.43	\$68.60	3.71	4.01	4.34	4.69	5.07	5.48	5.92	6.40	6.92	7.48
3.44	\$68.80	3.72	4.02	4.35	4.70	5.08	5.49	5.93	6.41	6.93	7.49
3.45	\$69.00	3.73	4.03	4.36	4.71	5.09	5.50	5.94	6.42	6.94	7.50

**APPENDIX D: BENEFIT LEVELS APPLICABLE TO PENSION CREDITS EARNED  
DURING JANUARY 1993 THROUGH DECEMBER 31, 2007**

<b>Cents per Hour</b>	<b>Benefit Level per Pension Credit</b>
\$ .06	\$2.73
.07	3.18
.08	3.64
.09	4.09
.10	4.55
.11	5.00
.12	5.46
.13	5.91
.14	6.37
.15	6.82
.16	7.27
.17	7.73
.18	8.18
.19	8.64
.20	9.09
.21	9.55
.22	10.00
.23	10.46
.24	10.91
.25	11.37
.26	11.82
.27	12.28
.28	12.73
.29	13.19
.30	13.64
.31	14.09
.32	14.55
.33	15.00
.34	15.46
.35	15.91
.36	16.37
.37	16.82
.38	17.28
.39	17.73
.40	18.19
.41	18.64
.42	19.10

<b>Cents per Hour</b>	<b>Benefit Level per Pension Credit</b>
1.29	50.68
1.30	51.04
1.31	51.40
1.32	51.77
1.33	52.13
1.34	52.49
1.35	52.86
1.36	53.22
1.37	53.58
1.38	53.94
1.39	54.27
1.40	54.59
1.41	54.92
1.42	55.24
1.43	55.57
1.44	55.90
1.45	56.23
1.46	56.55
1.47	56.88
1.48	57.20
1.49	57.53
1.50	57.85
1.51	58.18
1.52	58.50
1.53	58.83
1.54	59.15
1.55	59.48
1.56	59.80
1.57	60.03
1.58	60.26
1.59	60.49
1.60	60.72
1.61	60.95
1.62	61.18
1.63	61.41
1.64	61.64
1.65	61.88

.43	19.46
.44	19.82
.45	20.19
.46	20.55
.47	20.91
.48	21.27
.49	21.64
.50	22.00
.51	22.36
.52	22.73
.53	23.09
.54	23.45
.55	23.82
.56	24.18
.57	24.54
.58	24.90
.59	25.27
.60	25.63
.61	25.99
.62	26.36
.63	26.72
.64	27.08
.65	27.45
.66	27.81
.67	28.17
.68	28.53
.69	28.90
.70	29.26
.71	29.62
.72	29.99
.73	30.35
.74	30.71
.75	31.08
.76	31.44
.77	31.80
.78	32.16
.79	32.53
.80	32.89
.81	33.25
.82	33.62
.83	33.98
.84	34.34
.85	34.71

1.66	62.11
1.67	62.34
1.68	62.57
1.69	62.80
1.70	63.03
1.71	63.26
1.72	63.49
1.73	63.72
1.74	63.95
1.75	64.19
1.76	64.42
1.77	64.65
1.78	64.88
1.79	65.11
1.80	65.34
1.81	65.57
1.82	65.80
1.83	66.03
1.84	66.26
1.85	66.50
1.86	66.73
1.87	66.87
1.88	67.01
1.89	67.15
1.90	67.29
1.91	67.43
1.92	67.57
1.93	67.71
1.94	67.85
1.95	67.99
1.96	68.13
1.97	68.27
1.98	68.41
1.99	68.55
2.00	68.69
2.01	68.83
2.02	68.97
2.03	69.11
2.04	69.25
2.05	69.39
2.06	69.53
2.07	69.67
2.08	69.81

.86	35.07
.87	35.43
.88	35.79
.89	36.16
.90	36.52
.91	36.88
.92	37.25
.93	37.61
.94	37.97
.95	38.34
.96	38.70
.97	39.06
.98	39.42
.99	39.79
1.00	40.15
1.01	40.51
1.02	40.88
1.03	41.24
1.04	41.60
1.05	41.97
1.06	42.33
1.07	42.69
1.08	43.05
1.09	43.42
1.10	43.78
1.11	44.14
1.12	44.51
1.13	44.87
1.14	45.23
1.15	45.60
1.16	45.96
1.17	46.32
1.18	46.68
1.19	47.05
1.20	47.41
1.21	47.77
1.22	48.14
1.23	48.50
1.24	48.86
1.25	49.23
1.26	49.59
1.27	49.95
1.28	50.31

2.09	69.95
2.10	70.09
2.11	70.23
2.12	70.37
2.13	70.51
2.14	70.65
2.15	70.79
2.16	70.93
2.17	71.07
2.18	71.21
2.19	71.35
2.20	71.49
2.21	71.63
2.22	71.77
2.23	71.91
2.24	72.05
2.25	72.19
2.26	72.33
2.27	72.47
2.28	72.61
2.29	72.75
2.30	72.89
2.31	73.03
2.32	73.17
2.33	73.31
2.34	73.45
2.35	73.59
2.36	73.73
2.37	73.87
2.38	74.01
2.39	74.15
2.40	74.29
2.41	74.43
2.42	74.57
2.43	74.71
2.44	74.85
2.45	74.99
2.46	75.13
2.47	75.27
2.48	75.41
2.49	75.55
2.50	75.69



**APPENDIX E: BENEFIT LEVELS APPLICABLE TO PENSION CREDITS EARNED  
DURING JANUARY 2008 THROUGH JULY 2010**

<b>Average Contribution Rate</b>	<b>Benefit level per pension credit earned in calendar year</b>
\$0.06	\$1.32
0.07	1.54
0.08	1.76
0.09	1.98
0.10	2.20
0.11	2.42
0.12	2.64
0.13	2.86
0.14	3.08
0.15	3.30
0.16	3.52
0.17	3.74
0.18	3.96
0.19	4.18
0.20	4.40
0.21	4.62
0.22	4.84
0.23	5.06
0.24	5.28
0.25	5.50
0.26	5.72
0.27	5.94
0.28	6.16
0.29	6.38
0.30	6.60
0.31	6.82
0.32	7.04
0.33	7.26
0.34	7.48
0.35	7.70
0.36	7.92

<b>Average Contribution Rate</b>	<b>Benefit level per pension credit earned in calendar year</b>
\$1.76	\$38.72
1.77	38.94
1.78	39.16
1.79	39.38
1.80	39.60
1.81	39.82
1.82	40.04
1.83	40.26
1.84	40.48
1.85	40.70
1.86	40.92
1.87	41.14
1.88	41.36
1.89	41.58
1.90	41.80
1.91	42.02
1.92	42.24
1.93	42.46
1.94	42.68
1.95	42.90
1.96	43.12
1.97	43.34
1.98	43.56
1.99	43.78
2.00	44.00
2.01	44.22
2.02	44.44
2.03	44.66
2.04	44.88
2.05	45.10
2.06	45.32

0.37	8.14
0.38	8.36
0.39	8.58
0.40	8.80
0.41	9.02
0.42	9.24
0.43	9.46
0.44	9.68
0.45	9.90
0.46	10.12
0.47	10.34
0.48	10.56
0.49	10.78
0.50	11.00
0.51	11.22
0.52	11.44
0.53	11.66
0.54	11.88
0.55	12.10
0.56	12.32
0.57	12.54
0.58	12.76
0.59	12.98
0.60	13.20
0.61	13.42
0.62	13.64
0.63	13.86
0.64	14.08
0.65	14.30
0.66	14.52
0.67	14.74
0.68	14.96
0.69	15.18
0.70	15.40
0.71	15.62
0.72	15.84
0.73	16.06
0.74	16.28
0.75	16.50
0.76	16.72
0.77	16.94
0.78	17.16
0.79	17.38

2.07	45.54
2.08	45.76
2.09	45.98
2.10	46.20
2.11	46.42
2.12	46.64
2.13	46.86
2.14	47.08
2.15	47.30
2.16	47.52
2.17	47.74
2.18	47.96
2.19	48.18
2.20	48.40
2.21	48.62
2.22	48.84
2.23	49.06
2.24	49.28
2.25	49.50
2.26	49.72
2.27	49.94
2.28	50.16
2.29	50.38
2.30	50.60
2.31	50.82
2.32	51.04
2.33	51.26
2.34	51.48
2.35	51.70
2.36	51.92
2.37	52.14
2.38	52.36
2.39	52.58
2.40	52.80
2.41	53.02
2.42	53.24
2.43	53.46
2.44	53.68
2.45	53.90
2.46	54.12
2.47	54.34
2.48	54.56
2.49	54.78

0.80	17.60
0.81	17.82
0.82	18.04
0.83	18.26
0.84	18.48
0.85	18.70
0.86	18.92
0.87	19.14
0.88	19.36
0.89	19.58
0.90	19.80
0.91	20.02
0.92	20.24
0.93	20.46
0.94	20.68
0.95	20.90
0.96	21.12
0.97	21.34
0.98	21.56
0.99	21.78
1.00	22.00
1.01	22.22
1.02	22.44
1.03	22.66
1.04	22.88
1.05	23.10
1.06	23.32
1.07	23.54
1.08	23.76
1.09	23.98
1.10	24.20
1.11	24.42
1.12	24.64
1.13	24.86
1.14	25.08
1.15	25.30
1.16	25.52
1.17	25.74
1.18	25.96
1.19	26.18
1.20	26.40
1.21	26.62
1.22	26.84

2.50	55.00
2.51	55.22
2.52	55.44
2.53	55.66
2.54	55.88
2.55	56.10
2.56	56.32
2.57	56.54
2.58	56.76
2.59	56.98
2.60	57.20
2.61	57.42
2.62	57.64
2.63	57.86
2.64	58.08
2.65	58.30
2.66	58.52
2.67	58.74
2.68	58.96
2.69	59.18
2.70	59.40
2.71	59.62
2.72	59.84
2.73	60.06
2.74	60.28
2.75	60.50
2.76	60.72
2.77	60.94
2.78	61.16
2.79	61.38
2.80	61.60
2.81	61.82
2.82	62.04
2.83	62.26
2.84	62.48
2.85	62.70
2.86	62.92
2.87	63.14
2.88	63.36
2.89	63.58
2.90	63.80
2.91	64.02
2.92	64.24

1.23	27.06
1.24	27.28
1.25	27.50
1.26	27.72
1.27	27.94
1.28	28.16
1.29	28.38
1.30	28.60
1.31	28.82
1.32	29.04
1.33	29.26
1.34	29.48
1.35	29.70
1.36	29.92
1.37	30.14
1.38	30.36
1.39	30.58
1.40	30.80
1.41	31.02
1.42	31.24
1.43	31.46
1.44	31.68
1.45	31.90
1.46	32.12
1.47	32.34
1.48	32.56
1.49	32.78
1.50	33.00
1.51	33.22
1.52	33.44
1.53	33.66
1.54	33.88
1.55	34.10
1.56	34.32
1.57	34.54
1.58	34.76
1.59	34.98
1.60	35.20
1.61	35.42
1.62	35.64
1.63	35.86
1.64	36.08
1.65	36.30

2.93	64.46
2.94	64.68
2.95	64.90
2.96	65.12
2.97	65.34
2.98	65.56
2.99	65.78
3.00	66.00
3.01	66.22
3.02	66.44
3.03	66.66
3.04	66.88
3.05	67.10
3.06	67.32
3.07	67.54
3.08	67.76
3.09	67.98
3.10	68.20
3.11	68.42
3.12	68.64
3.13	68.86
3.14	69.08
3.15	69.30
3.16	69.52
3.17	69.74
3.18	69.96
3.19	70.18
3.20	70.40
3.21	70.62
3.22	70.84
3.23	71.06
3.24	71.28
3.25	71.50
3.26	71.72
3.27	71.94
3.28	72.16
3.29	72.38
3.30	72.60
3.31	72.82
3.32	73.04
3.33	73.26
3.34	73.48
3.35	73.70

1.66	36.52
1.67	36.74
1.68	36.96
1.69	37.18
1.70	37.40
1.71	37.62
1.72	37.84
1.73	38.06
1.74	38.28
1.75	38.50

3.36	73.92
3.37	74.14
3.38	74.36
3.39	74.58
3.40	74.80
3.41	75.02
3.42	75.24
3.43	75.46
3.44	75.68
3.45	75.90

**APPENDIX F: LIUNA NATIONAL  
(INDUSTRIAL) PENSION FUND EARLY  
RETIREMENT FACTORS FOR DEFAULT  
SCHEDULE**

Early retirement benefit is calculated by multiplying the Normal Retirement benefit by the factor below corresponding with the age of participant at Early Retirement date

<u>AGE</u>	Months											
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
55	38.24%	38.53%	38.83%	39.13%	39.43%	39.72%	40.02%	40.32%	40.62%	40.91%	41.21%	41.51%
56	41.80%	42.13%	42.46%	42.79%	43.12%	43.45%	43.78%	44.11%	44.44%	44.77%	45.10%	45.43%
57	45.76%	46.13%	46.49%	46.86%	47.23%	47.59%	47.96%	48.33%	48.69%	49.06%	49.43%	49.79%
58	50.16%	50.57%	50.98%	51.39%	51.79%	52.20%	52.61%	53.02%	53.43%	53.84%	54.24%	54.65%
59	55.06%	55.52%	55.97%	56.43%	56.89%	57.34%	57.80%	58.26%	58.71%	59.17%	59.62%	60.08%
60	60.54%	61.05%	61.56%	62.07%	62.58%	63.09%	63.60%	64.11%	64.63%	65.14%	65.65%	66.16%
61	66.67%	67.24%	67.82%	68.39%	68.97%	69.54%	70.11%	70.69%	71.26%	71.84%	72.41%	72.98%
62	73.56%	74.20%	74.85%	75.50%	76.14%	76.79%	77.44%	78.08%	78.73%	79.37%	80.02%	80.67%
63	81.31%	82.04%	82.77%	83.50%	84.23%	84.96%	85.69%	86.42%	87.15%	87.88%	88.61%	89.34%
64	90.07%	90.90%	91.73%	92.56%	93.38%	94.21%	95.04%	95.86%	96.69%	97.52%	98.35%	99.17%
65	100.00%											

Note: The above factors are based on the RP-2000 Combined Healthy Mortality Table, weighted 60% male and 40% female, and an interest rate of 7.5%

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