

# OE3 Trust Funds

Health. Security. Service.



## PENSION TRUST FUND FOR OPERATING ENGINEERS

### SUMMARY PLAN DESCRIPTION

2014

**PENSION TRUST FUND  
FOR OPERATING ENGINEERS**

**SUMMARY PLAN DESCRIPTION**

and

Text of the  
Pension Plan for the  
Pension Trust Fund for  
Operating Engineers Pension Plan

**2014 Edition**

## Board of Trustees

### Employee Trustee

Mr. Russell E. Burns, Co-Chairman  
Operating Engineers Local 3  
1620 South Loop Road  
Alameda, CA 94502

Mr. Justin Diston  
Operating Engineers Local 3  
8805 South Sandy Parkway  
Sandy, UT 84070

Mr. Pete Figueiredo  
Operating Engineers Local 3  
1620 South Loop Road  
Alameda, CA 94502

Mr. Carl Goff  
Operating Engineers Local 3  
1620 South Loop Road  
Alameda, CA 94502

Mr. Steve Harris  
Operating Engineers Local 3  
840 E. Street, Suite 20  
Eureka, CA 95501

Mr. Steve Ingersoll  
Operating Engineers Local 3  
1620 South Loop Road  
Alameda, CA 94502

Mr. Pane Meatoga, Jr.  
Operating Engineers Local 3  
1075 Opakapaka Street  
Kapolei, HI 96707

Mr. Dan Reding  
Operating Engineers Local 3  
1620 South Loop Road  
Alameda, CA 94502

Mr. James Sullivan  
Operating Engineers Local 3  
1620 South Loop Road  
Alameda, CA 94502

Mr. Nate Tucker  
Operating Engineers Local 3  
1916 No. Broadway  
Stockton, CA 95202

### Employer Trustee

Mr. Richard Piombo, Co-Chairman  
Ford Construction Co., Inc.  
639 E. Lockeford Street  
Lodi, CA 95240

Mr. Kevin J. Albanese  
Joseph J. Albanese, Inc.  
P.O.Box 667  
Santa Clara, CA 95052

Mr. F.G. Crosthwaite  
9580 Oak Avenue Parkway  
Suite 7113  
Folsom, CA 95630

Mr. Rob Doud  
McGuire and Hester  
9009 Railroad Avenue  
Oakland, CA 94603

Mr. Thomas Holsman  
AGC of California  
3095 Beacon Boulevard  
West Sacramento, CA 95691

Mr. John M. Humber  
1410 Paullus Drive  
Hollister, CA 95023

Mr. Lance Inouye, Esq.  
Ralph S. Inouye Co., Ltd.  
2831 Awawaloa Street  
Honolulu, HI 96819

Mr. James Murray  
Ford Construction Co., Inc.  
9121 E. Harney Lane  
Lodi, CA 95240

Mr. Rene Vercruyssen  
Knife River Construction  
1764 Skyway  
Chico, CA 95928

# **PENSION TRUST FUND FOR OPERATING ENGINEERS**

**1640 South Loop Road  
Alameda, CA 94502  
(510) 433-4422, (510) 271-0222 or 800-251-5014**

**April 2014**

## **TO: ALL PARTICIPANTS AND BENEFICIARIES**

This booklet was written and designed to provide you with an up-to-date description of your Pension Plan as of April 1, 2014. There have been many changes in the Pension Plan since the last booklet was printed, so we encourage you to read this new booklet carefully.

The first section consists of a summary of the most important provisions of the Plan. Of course, any such summary cannot be expected to cover all aspects of the Plan in each detail. Therefore, the complete text of the Pension Plan rules appears in the second half of this booklet. In the event of any conflict between the Summary Plan Description and the Pension Plan, the Pension Plan rules will govern.

The Plan may be amended from time to time. You will receive written notice of material changes to the Plan. Please read all Plan communications and keep them with this booklet. Please notify the Fund Office immediately if you change your address to ensure that you will continue to receive any Plan updates.

Please note that the benefits and rules apply to Participants who retire on or after July 1, 2013. If you were not active as of July 1, 2013 or if you first retired before July 1, 2013, the rules in effect as of your Pension Effective Date or your Separation from Covered Employment date may apply instead of the rules in this booklet.

We suggest that you share this booklet with your family and keep it for future reference. It contains information that will play an important part in your plans for retirement.

If you have any questions about how the Pension Plan works, you should contact the Fund Office for assistance at the address and telephone numbers shown above. You should understand, however, the Fund Office could only offer administrative assistance. Only the Board of Trustees can amend or change the terms of the Plan and that this authority cannot be delegated to the Fund Office or its employees.

Sincerely,

**BOARD OF TRUSTEES**

## **Pension Trust Fund for Operating Engineers**

**This explanation of the Pension Plan is no more than a brief and very general statement of the most important provisions of the Pension Plan. No general statement such as this can adequately reflect all of the details of the Plan. Nothing in this statement is meant to interpret, extend, or change in any way the provisions expressed in the Plan itself.**

**An Employee or Participant's rights can only be determined by consulting the actual text of the Pension Plan which appears in the last part of this booklet.**



**Only the full Board of Trustees, or its duly authorized appeals committee, is authorized to interpret the Pension Plan described in this booklet. Only the Fund Office is authorized by the Board of Trustees to answer your questions regarding the Plan. No Union or Employer, nor any representative of any Union or Employer, is authorized to answer your questions or interpret the Plan on behalf of the Board--nor can such person act as an agent of the Board of Trustees.**

## **SUMMARY PLAN DESCRIPTION**

# TABLE OF CONTENTS

	<u>Page</u>
<b>PLAN TERMS AND DEFINITIONS .....</b>	<b>1</b>
<b>YOUR PENSION PLAN AT A GLANCE.....</b>	<b>4</b>
<b>BECOMING A PARTICIPANT IN THE PLAN .....</b>	<b>8</b>
<b>CREDITED SERVICE AND PENSION CREDITS .....</b>	<b>8</b>
CREDITED SERVICE .....	9
Credited Service Before Your Contribution Date.....	9
Credited Service After Your Contribution Date .....	10
PENSION CREDITS .....	11
Pension Credit Before Your Contribution Date.....	12
Pension Credit After Your Contribution Date .....	12
REINSTATEMENT OF LOST CREDITED SERVICE, PENSION CREDIT AND ACCRUED BENEFITS .....	13
<b>BREAKS IN SERVICE.....</b>	<b>14</b>
Before January 1, 1976 .....	14
Between January 1, 1976 and January 1, 1986.....	14
Beginning January 1, 1986 .....	14
Moratorium Years.....	15
<b>GRACE PERIODS .....</b>	<b>16</b>
<b>CREDIT FOR NON-WORKING PERIODS.....</b>	<b>16</b>
HOURS OF SERVICE FOR MATERNITY/PATERNITY LEAVE AFTER DECEMBER 31, 1985 .....	16
CREDIT FOR MILITARY SERVICE .....	17
<b>ACHIEVING VESTED STATUS .....</b>	<b>19</b>

## TABLE OF CONTENTS *(continued)*

	<b><u>Page</u></b>
<b>PENSION ELIGIBILITY AND MONTHLY PAYMENT AMOUNT .....</b>	<b>21</b>
<b>A REGULAR PENSION .....</b>	<b>21</b>
Regular Pension Eligibility .....	21
Regular Pension Amount .....	21
<b>A SUPPLEMENTAL PENSION .....</b>	<b>30</b>
Supplemental Pension Eligibility .....	30
Supplemental Pension Amount .....	30
<b>AN EARLY RETIREMENT PENSION .....</b>	<b>30</b>
Early Retirement Pension Eligibility .....	30
Early Retirement Pension Amount .....	30
<b>A DISABILITY PENSION .....</b>	<b>32</b>
Disability Pension Eligibility .....	32
Totally Disabled .....	32
Disability Pension Amount .....	33
Disability Pension Payments .....	33
Total Disablement of an Early Retirement Pensioner .....	33
Recovery by a Disability Pensioner .....	34
<b>A SERVICE PENSION .....</b>	<b>35</b>
30-Year Service Pension .....	35
35/20 Service Pension .....	36
Rule of 85 Service Pension .....	36
Delayed Retirement Incentive Program .....	37

## TABLE OF CONTENTS *(continued)*

	<b><u>Page</u></b>
A PRO-RATA PENSION .....	40
<b>PENSION PAYMENT METHODS .....</b>	<b>42</b>
STANDARD FORMS OF PAYMENT .....	42
Single Life Annuity .....	42
Husband-and-Wife Pension .....	42
OPTIONAL FORMS OF PAYMENT .....	46
5-Year (60-Month) Guarantee of Benefits .....	46
10-Year (120-Month) Guarantee of Benefits .....	46
Contingent Annuitant Option with Spouse .....	47
<b>DEATH BENEFITS .....</b>	<b>49</b>
PRE-RETIREMENT DEATH BENEFITS .....	49
Pre-Retirement Surviving Spouse Pension .....	49
Pre-Retirement Death Benefit .....	49
Spouse's Choice of Death Benefits .....	50
HEART Act .....	50
NAMING A BENEFICIARY .....	51
Pre-Retirement Death Benefits .....	51
Retirement Death Benefits .....	51
Lack of a Designated Beneficiary .....	51
<b>AUTOMATIC LUMP-SUM PAYMENT OF BENEFITS .....</b>	<b>52</b>
<b>QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs) .....</b>	<b>52</b>



## TABLE OF CONTENTS *(continued)*

	<b><u>Page</u></b>
<b>APPLYING FOR BENEFITS, EFFECTIVE DATES &amp; MISCELLANEOUS PROVISIONS .....</b>	<b>54</b>
APPLYING FOR BENEFITS .....	54
How to Apply for Benefits.....	54
Application for Pre-Retirement Death Benefit and Surviving Spouse Pension.....	54
PENSION EFFECTIVE DATES.....	55
MISCELLANEOUS PROVISIONS.....	56
Income Tax Withholding-General .....	56
Eligible Rollovers .....	56
Benefit Limitations .....	57
<b>CLAIMS AND APPEALS PROCEDURES .....</b>	<b>58</b>
Filing a Claim .....	58
Determining Initial Claim .....	58
Notice of Claim Denial .....	59
Right to Appeal .....	60
Review of Appeal .....	60
<b>RETIREMENT, WORKING AFTER RETIREMENT &amp; SUSPENSION OF BENEFITS.....</b>	<b>62</b>
RETIREMENT .....	62
Before Normal Retirement Age .....	62
After Normal Retirement Age and Before the Required Beginning Date .....	63
After the Required Beginning Date .....	63
Retirement of an Owner or Partial Owner of a Company that is a Contributing Employer .....	63

## TABLE OF CONTENTS *(continued)*

	<b><u>Page</u></b>
WORKING AFTER RETIREMENT & SUSPENSION OF BENEFITS .....	64
Before Normal Retirement Age .....	64
After Normal Retirement Age and Before the Required Beginning Date .....	64
Notification of Return to Work.....	64
After Age 70-1/2 .....	65
Exception to Suspension Rule .....	65
Requests for Status Determination.....	65
Pension Payments Following Suspension and Benefits Accrued After Retirement.....	65
Additional Rules for Retired Participants Who Return to Work on or after July 1, 2013 .....	66
Recovery of Overpayments.....	66
PLAN AMENDMENTS .....	67
SOME QUESTIONS AND ANSWERS ABOUT THE PENSION PLAN.....	68
APPENDIX.....	69
INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974.....	70
TEXT OF THE PENSION PLAN .....	75



## **PENSION PLAN TERMS AND DEFINITIONS**

The following are general definitions of terms used in explaining the Pension Plan which will assist you in understanding the pension benefits provided by the Pension Trust Fund for Operating Engineers. The actual Plan rules and regulations address these and other definitions in greater detail.

### **Administrative Office of the Pension Trust**

The office to which all communications concerning your pension should be addressed. It may also be referred to as the Fund Office. It is the office to which anything for the Board of Trustees should be addressed. Any inquiries about an Employee or Participant's rights, benefits and responsibilities, and any notice an Employee or Participant may be required to give the Plan should be addressed to this office.

### **Break in Service**

*(Refer to Section 5.06)*

A Break in Service occurs when a Participant fails to earn a required minimum amount of Credited Service over specified periods of time. Unless certain conditions are met, a Break in Service can cause the loss of a Participant's previously-earned Credited Service and accrued benefits. This is known as a "Permanent Break in Service." However, there are provisions for repairing Breaks in Service before they become permanent. Detailed explanations of what causes a Break in Service, what can make it permanent and how a Break in Service can be repaired are in the subsections on "Breaks in Service" and "Grace Periods" in section 5.06.

### **Continuous Non-Covered Employment**

*(Refer to Section 1.08)*

Work for a Contributing Employer after December 1, 1976 in a job not covered by this Plan which is continuous with a Participant's Covered Employment with the same Contributing Employer and which does not require contributions to this Plan. A period of Non-Covered Employment will be considered to be "continuous" with Covered Employment only if there is no quit, discharge or other termination of employment between the period of Covered Employment and Non-Covered Employment.

### **Contribution Date**

*(Refer to Section 1.09)*

The date applicable to the Bargaining Group in which the Participant worked when the first Contribution was made to the Fund on the Participant's behalf.

**Contributory Hours**

*(Refer to Sections 1.12 and 5.05)*

Work in Covered Employment for which Contributions are made or are required to be made to the Fund on an Employee's behalf or hours credited for periods of absence due to military service.

**Covered Employment**

*(Refer to Section 1.13)*

Work under a Collective Bargaining Agreement (or other agreement pursuant to the Trust Agreement or Rules and Regulations adopted by the Board of Trustees) which requires a Contributing Employer to contribute to this Pension Plan.

**Credited Service**

*(Refer to Sections 5.02 and 5.03)*

Service used to measure the amount of time a Participant has worked in Covered Employment and Continuous Non-Covered Employment. Years of Credited Service are based on Hours of Service, and determine a Participant's eligibility for a pension. (**NOTE:** Credits may also be earned during certain non-working periods under conditions specified in the Plan.)

**Hours of Service**

*(Refer to Section 1.17)*

Hours of work for a Contributing Employer (after the Contribution Date) in Covered Employment, and Continuous Non-Covered Employment after December 1, 1976. This includes each hour for which you are paid, or entitled to be paid for the performance of duties for the Employer.

**Normal Retirement Age**

*(Refer to Section 1.19)*

Attained under the following circumstances:

- Excluding participation prior to January 1, 1989, age 65 and five years of participation, or the age of the Participant on the fifth anniversary of his participation, whichever is later.

***or***

- Age 65 and ten years of participation, or the age of the Participant on the tenth anniversary of his participation, whichever is later.

**Pension Effective Date**

*(Refer to Section 1.21)*

The date as of which pension benefits are calculated and payments are scheduled to start.

## **Separation from Covered Employment**

*(Refer to Sections 3.03.b. and 5.08)*

A Separation from Covered Employment occurs when a Participant fails to work a required minimum number of Contributory Hours over a specified period of time. If a Separation from Covered Employment occurs and a Participant later retires, the value of the benefits earned for years prior to the Separation from Covered Employment will be “frozen” at the level in effect under the Plan at the date of the Separation. Thereafter, if additional benefits are earned, the value of the benefits will be added to the value of the benefits earned prior to the Separation from Covered Employment in determining the monthly pension amount.

**EXPLANATIONS OF OTHER TERMS AND FURTHER DETAIL CAN BE  
FOUND IN THE FOLLOWING EXPLANATORY MATERIAL AND TEXT  
OF THE PENSION PLAN.**

## YOUR PENSION PLAN AT A GLANCE

The pages in this section are intended to serve as a quick reference guide only. They highlight the most basic aspects of this Plan and are not intended to be a complete description of benefits or the requirements for receiving benefits. Consult the remainder of this booklet and Pension Plan for important details.

### TYPES OF PENSIONS

You or your Beneficiary, if applicable, must file an application with the Fund Office in order to receive any of the following benefits:

#### **Regular Pension**

- As early as age 62 with 10 Years of Credited Service and two quarters of Credited Future Service, or
- Normal Retirement Age.
- *Benefit Amount:* Accrued benefit earned to retirement. However, if you retire prior to Normal Retirement Age, benefits will be reduced, similar to an Early Retirement Pension.

#### **Supplemental Pension**

- Worked any number of Contributory Hours during Plan Years 1996, 1997, or 1998.
- *Benefit Amount:* \$2.00 for each Pension Credit earned through December 31, 1998

#### **Early Retirement Pension**

- As early as age 55 with 10 Years of Credited Service (excluding Credited Future Service earned as a result of work in Continuous Non-Covered Employment).
- *Benefit Amount:* Accrued benefit earned to retirement reduced by Early Retirement Factors.
- *Early Retirement Factors:* Reduction of  $\frac{3}{4}$  of 1% for each month you are under age 65, but not age 62,  $\frac{1}{2}$  of 1% for each month you are under age 62, but not age 58, and  $\frac{1}{3}$  of 1% for each month you are under age 58. [Note: If you have at least 30 Years of Credited Service and are at least age 59, you would be eligible for an “Early” Service Pension and your accrued benefit would not be reduced for age.]

#### **Service Pension**

##### “Early” Service Pension

- Reached age 59 with 30 Years of Credited Service (excluding Credited Future Service earned as a result of work in Continuous Non-Covered Employment), and

- Have not previously received an Early Retirement Pension.

***OR***

“35/20” Service Pension

- Any age with at least 20 Pension Credits earned under this Plan,
- Have been a Participant in the Plan for at least 35 calendar years, and
- Have not previously received an Early Retirement Pension.

***OR***

“Rule of 85” Service Pension

- Reached age 55 and sum of your age and Years of Credited Service equal 85 (excluding Credited Future Service earned as a result of work in Continuous Non-Covered Employment and limited to a maximum of 10 years of Related or Special Related Credit),
- Worked 2,000 hours for a Contributing Employer during the 72 months preceding your Pension Effective Date;
- Worked 350 hours in (a) one of the 2 Plan Years immediately preceding the Plan Year of your Pension Effective Date or (b) the Plan Year of your Pension Effective Date, and
- Have not previously received an Early Retirement Pension.
- Benefit Amount: Under any of the Service Pension types - same as Regular Pension at Normal Retirement Age.



## Disability Pension

- Under age 62 with either (a) 15 Years of Credited Service or (b) 10 Years of Credited Service (excluding Credited Service lost due to a Permanent Break in Service and excluding Credited Future Service earned as a result of work in Continuous Non-Covered Employment) or under Normal Retirement Age with at least 5 but less than 10 years of Credited Service,
- Two quarters of Credited Future Service, and
- In receipt of a Social Security Disability Award, and
- Worked at least 350 Contributory Hours in the Calendar Year or in any of the three consecutive Calendar Years prior to the Calendar Year in which you became totally disabled.
- Benefit Amount: If under age 50, same as Early Retirement reduction, but not less than 50% of Regular Pension at Normal Retirement Age. If at least age 50, same as Early Retirement reduction, but not less than 70% of Regular Pension at Normal Retirement Age.
- If you have at least 5, but less than 10 Years of Credited Future Service (excluding any work in Continuous Non-Covered Employment) and otherwise satisfy the requirements for a Disability Pension, you are entitled to a Disability Pension whose amount is the Actuarial Equivalent of your benefit that would have been payable at Normal Retirement Age.

## STANDARD FORMS OF BENEFIT PAYMENTS

(must meet age and service requirements for a pension benefit)

If single

Lifetime Pension Benefit

If married

50% Husband-and-Wife Pension

## OPTIONAL FORMS OF BENEFIT PAYMENTS

Lifetime Pension Benefit with 60-Month Guarantee

Lifetime Pension Benefit with 120-Month Guarantee

75% or 100% Contingent Annuitant Option with spouse

## **BENEFITS IN EVENT OF DEATH BEFORE RETIREMENT (For Vested Participants)**

If married (Vested Participant)	Surviving Spouse Pension (50% of accrued benefit for lifetime of Spouse)
If single (Vested Participant)	60 monthly payments of accrued benefit (with adjustments for credited service less than 10 years)
(Vested Inactive Participant)	None

## **HOW TO APPLY FOR BENEFITS**

Submit pension application before the month in which your pension is to be effective. Send completed application to the Fund Office at:

Pension Trust Fund for Operating Engineers  
c/o Associated Third Party Administrators  
1640 South Loop Road  
Alameda, CA 94502  
(510) 433-4422  
(510) 271-0222  
(800) 251-5014

**The updated Pension Plan described in this booklet applies only to retirements which begin on or after July 1, 2013. However, it includes Break in Service and vesting regulations which may affect some Employees who Retired or stopped working in Covered Employment in earlier years. Please check with the Fund Office if you have any questions regarding your status under the Plan.**

## **BECOMING A PARTICIPANT IN THE PLAN**

*(Refer to Article II)*

You become a Participant in this Plan on the January 1 or July 1 after you work for a Contributing Employer for at least 500 Hours of Service during a twelve-consecutive calendar month period in a job category covered by a Collective Bargaining Agreement between your Employer and Local Union No. 3 of the International Union of Operating Engineers (or other agreement pursuant to the Trust Agreement or Rules and Regulations adopted by the Board of Trustees). Hours of Service worked in Continuous Non-Covered Employment will also be counted towards satisfying the 500-hour requirement.

You may *cease* to be a Participant at the end of any Plan Year in which you incur a One-Year Break in Service, unless you are **vested** as described in the section entitled “ACHIEVING VESTED STATUS”. You may again become a Participant by completing at least 500 Hours of Service during a calendar year following the year in which your participation ended.

## **CREDITED SERVICE AND PENSION CREDITS**

The amount of time you work in a job covered by the Plan counts in several important ways. It determines whether you are eligible for a pension and how much your pension will be. For these purposes, the time you work as a Participant in the Plan is measured in two ways—in **Years of Credited Service** which are used to determine your vesting status and eligibility and in **Pension Credits**, which are used to determine eligibility for certain benefits and the amount of your pension benefit earned before January 1, 1969 (or your Contribution Date, if later). (The amount of your pension benefit earned on or after January 1, 1969, is based on a percentage of some or all of the Employer Contributions required to be made on your behalf for hours worked in Covered Employment.)

After you become a Participant in the Plan, you receive both Credited Service and Pension Credit during the time your Employer contributes to the Plan with respect to your work. This period of time is referred to as “after your Contribution Date” and the credit earned is called “Credited Future Service” or “Contributory Credit.”

You may also receive Credited Service and Pension Credit for work performed before your contribution date. This Credited Service earned is called “Credited Past Service.” No Credited Past Service is given for bargaining groups for which contributions began after May 31, 2002.

## **CREDITED SERVICE**

### **Credited Service Before Your Contribution Date**

*(Refer to Section 5.02)*

You receive one year of Credited Past Service for each calendar year before your Contribution Date during which you were employed or available for employment for at least 32 weeks (if less than 32 weeks, one quarter year of Credited Past Service for each 8 weeks) in one of the following types of work:

- Work for a Contributing Employer (or its predecessor) of the type or kind covered by a Collective Bargaining Agreement with Operating Engineers Local Union No. 3 (“Local 3”) and such Employer.
- Work of the type or kind covered by a Collective Bargaining Agreement with Local 3 in effect on January 1, 1958, except work for a public agency or an employer who has a recognized company pension plan.
- Employment by Local 3 as a full-time paid officer, representative, administrative staff specialist, dispatcher, or accountant.
- Employment by a Fund or Joint Apprenticeship Committee (if Local 3 is represented on the Fund or Committee) or the Operating Engineers Local Union No. 3 Credit Union of the type for which contributions are made to the Plan.
- Certain periods of military service and/or imprisonment by an enemy nation.

The maximum number of Years of Credited Past Service that can be granted is determined based on the Contribution Date of your bargaining group as follows:

- For Contribution Dates after December 31, 1969 and before January 1, 1975, you can receive a maximum of ten Years of Credited Past Service.
- For Contribution Dates after December 31, 1974 and before June 1, 2002, you can receive a maximum of five Years of Credited Past Service.

In addition, Credited Past Service can be granted for employment in an operating engineer classification with a public agency or with an employer who did not contribute to the Plan but maintained a company pension plan. An Employee can receive a maximum of five Years of Credited Past Service for these types of work if he has earned two Years of Credited Future Service. However, Credited Past Service will not be granted for the same periods of employment for which a pension is payable under the other pension plan.

- For Contribution Dates after May 31, 2002, you will not receive any Credited Past Service.

To determine the number of weeks you worked or were available for work before your employer began contributing to the Fund, the Board of Trustees uses certain records. These records include:

- the records or written statements of past employers,
- the records of the Social Security Administration, and
- union records.

### **Credited Service After Your Contribution Date**

*(Refer to Section 5.03)*

After your Contribution Date you receive Credited Future Service for all hours in a calendar year for which you are paid (Hours of Service) according to the following schedules:

#### **Before January 1, 1966**

	<b>Hours of Service in Calendar Year</b>	<b>Years of Credited Future Service</b>
Any age	Less than 350 hours	None
	350 to 699 hours	1/4
	700 to 999 hours	2/4
	1,000 hours or more	One Year

#### **Between January 1, 1966 and January 1, 1977**

	<b>Hours of Service in Calendar Year</b>	<b>Years of Credited Future Service</b>
Younger than 60	Less than 350 hours	None
	350 to 699 hours	1/4
	700 to 999 hours	2/4
	1,000 to 1,749 hours	One Year
	1,750 hours or more	1-1/4
Age 60 or Older	Less than 300 hours	None
	300 to 699 hours	1/4
	700 to 899 hours	2/4
	900 to 999 hours	3/4
	1,000 to 1,499 hours	One Year
	1,500 hours or more	1-1/4

**Between January 1, 1977 and January 1, 1981**

	<b>Hours of Service in Calendar Year</b>	<b>Years of Credited Future Service</b>
Any Age	Less than 500 hours 500 to 749 hours 750 to 999 hours 1,000 hours or more	None 2/4 3/4 One Year

**Beginning January 1, 1981**

	<b>Hours of Service in Calendar Year</b>	<b>Years of Credited Future Service</b>
Any Age	Less than 350 hours 350 to 499 hours 500 to 749 hours 750 to 999 hours 1,000 hours or more	None 1/4 2/4 3/4 One Year

Beginning January 1, 1977, you also receive Credited Future Service for work in a job not covered by the Plan if you work for a Contributing Employer, and

- You move directly from a covered job with that Employer to a non-covered job with that Employer, or
- You move directly from a non-covered job with that Employer to a covered job with that Employer.

However, if the combined sum of Hours of Service in Covered Employment and Non-Covered Employment for a Contributing Employer is not sufficient to earn one full Year of Credited Service in a calendar year, the Hours of Service in “Continuous Non-Covered Employment” shall not be counted.

If you were employed by Local 3 under a collective bargaining agreement with Office and Professional Employees Union Local 29 and as of January 1, 2006 ceased to be a member of Local 29 and remained an employee of Local 3, you will be credited with service for your time in Local 29 up to December 31, 2005. This credit is for benefit eligibility purposes only.

## **PENSION CREDITS**

Pension Credits are used to determine eligibility for certain types of pensions and the amount of your pension benefit for work prior to January 1, 1969.

**Pension Credit Before Your Contribution Date***(Refer to Section 5.04.a)*

If you earned one Year of Credited Past Service, you also earned one Pension Credit, if your Contribution Date was before June 1, 2002. Partial Pension Credit is also granted on the same basis for partial Years of Credited Future Service. Refer to Section 5.04.a. of the Plan for exceptions to the preceding rule on how Pension Credits are granted.

**Pension Credit After Your Contribution Date***(Refer to Sections 5.04.b. through e.)*

After your Contribution Date, you earn Pension Credit for all hours for which your Employer is required to contribute with respect to your work (Contributory Hours) according to the following schedules:

**Before January 1, 1966**

	<b>Contributory Hours Worked in Calendar Year</b>	<b>Contributory Pension Credit</b>
Any Age	Less than 350 hours	None
	350 to 699 hours	1/4
	700 to 1,049 hours	1/2
	1,050 to 1,399 hours	3/4
	1,400 hours or more	One Year

**Between January 1, 1966 and January 1, 1977**

	<b>Contributory Hours Worked in Calendar Year</b>	<b>Contributory Pension Credit</b>
Younger than 60	Less than 350 hours	None
	350 to 699 hours	1/4
	700 to 1,049 hours	1/2
	1,050 to 1,399 hours	3/4
	1,400 to 1,749 hours	One Year
	1,750 hours or more	1-1/4
Age 60 or Older	Less than 300 hours	None
	300 to 599 hours	1/4
	600 to 899 hours	1/2
	900 to 1,199 hours	3/4
	1,200 to 1,499 hours	One Year
	1,500 hours or more	1-1/4

**Between January 1, 1977 and January 1, 1981**

	<b>Contributory Hours Worked in Calendar Year</b>	<b>Contributory Pension Credit</b>
Any Age	Less than 500 hours 500 to 749 hours 750 to 999 hours 1,000 hours or more	None 1/2 3/4 One Year

**Beginning January 1, 1981**

	<b>Contributory Hours Worked in Calendar Year</b>	<b>Contributory Pension Credit</b>
Any Age)	Less than 350 hours 350 to 499 hours 500 to 749 hours 750 to 999 hours 1,000 hours or more	None 1/4 1/2 3/4 One Year

**REINSTATEMENT OF LOST CREDITED SERVICE,  
PENSION CREDIT, AND ACCRUED BENEFITS**

*(Refer to Section 5.06.j)*

If you incurred (or incur) one or more Permanent Breaks in Service, your canceled Years of Credited Service, Pension Credits, and accrued benefits will be reinstated if:

- You are a Participant (other than a Pensioner) in this Plan on or after January 1, 2000 (refer to the “BECOMING A PARTICIPANT IN THE PLAN” section); and
- You return to Covered Employment following your Permanent Breaks and earn five additional Years of Credited Service after December 31, 1999, without a Permanent Break in Service.

The reinstatement of lost Credited Service does not eliminate the effect of a Separation from Covered Employment (refer to Section 5.08 of Pension Plan).

*NOTE:* The reinstatement rule does not apply to pensioners whose original Pension Effective Dates occurred prior to January 1, 2000.



## BREAKS IN SERVICE

(Refer to Section 5.06.a. - 5.06. d.)

You cannot lose your Credited Service, Pension Credits, or accrued benefits once you are vested (see “ACHIEVING VESTING STATUS”). However, you may lose them if you are not vested and you do not work a minimum required number of hours in a covered job for a certain consecutive number of years, thus incurring Breaks in Service. A Break in Service (temporary or permanent) is determined by the Break in Service rule in effect at the time your Break occurs, as explained below.

**Before January 1, 1976.** You *permanently* lost your Credited Service, Pension Credit, and accrued benefits if you did not earn at least one quarter of Credited Future Service as a result of Contributory Hours in any period of three consecutive calendar years. The Plan provides certain exceptions to this rule, including “moratorium years”.

**Between January 1, 1976 and January 1, 1986.** A *One-Year* Break in Service occurs if you do not work a minimum number of hours in a calendar year, as follows:

Calendar Years	Minimum Number of Hours
1976 and 1977	350 hours (younger than age 60) 300 hours (age 60 or older)
1978 through 1980	500 hours
1981 through 1985	350 hours

A Break in Service becomes *permanent* if the number of consecutive One-Year Breaks in Service, (including at least one after December 31, 1975) is equal to or greater than your previously accumulated full Years of Credited Service.

### **Beginning January 1, 1986.**

A One-Year Break in Service occurs if you work less than 350 hours in a calendar year. A Break in Service becomes *permanent* if the number of consecutive One-Year Breaks (including at least one after December 31, 1985) equals or exceeds five years, or if greater, the number of your previously accumulated full years of Credited Service.

**For Example:**

<b>YEAR</b>	<b>EMPLOYEE WORKS</b>	<b>TOTAL YEARS OF CREDITED SERVICE</b>	<b>BREAK IN SERVICE YEARS</b>
1	1050 hours	1	0
2	1000 hours	2	0
3	1200 hours	3	0
4	1150 hours	4	0
5	345 hours	4	1 (temporary)
6	0 hours	4	2 (temporary)
7	150 hours	4	3 (temporary)
8	0 hours	4	4 (temporary)
9	250 hours	0	5 (permanent)

The employee in the example has a Permanent Break in Service at the close of the ninth year because the number of consecutive Break in Service years equals or exceeds five Years of Credited Service. If there were 350 hours worked in the ninth year, he would not have a fifth consecutive One-Year Break and the previous temporary Break in Service years would no longer be counted towards a Permanent Break in Service.

**Moratorium Years**

Moratorium years under the Job Placement Regulations of a Collective Bargaining Agreement may be excluded from a Break in Service period and cancelled Years of Credited Service, Pension Credit, and accrued benefits reinstated, and any Separation from Covered Employment canceled under certain conditions. See Section 5.06.a of the Pension Plan for more information.

---

**IMPORTANT:** A One-Year Break in Service can be repaired—so long as the Break in Service is not permanent. All previous Break in Service years are disregarded after a calendar year in which you have sufficient hours of work in Covered Employment and/or Continuous Non-Covered Employment to earn a required minimum of Credited Service.

Break in Service years will not be added together unless they come one right after the other, without interruption by years of sufficient hours of work in Covered Employment and/or in Continuous Non-Covered Employment to earn a required minimum of Credited Service.

---

## **GRACE PERIODS**

*(Refer to Section 5.06.e. - 5.06.h)*

A Grace Period is a time period which is disregarded when determining whether you have worked sufficient hours in Covered Employment to prevent a Permanent Break in Service. **SUCH HOURS DO NOT ADD TO YOUR CREDITED SERVICE, PENSION CREDIT, OR ACCRUED BENEFITS.** Grace Periods are granted if you are absent from Covered Employment for any of the various reasons described in Section 5.06 of the Rules and Regulations, including:

- Total disability from work as an operating engineer or an occupational disability for which Workers' Compensation temporary disability benefits are paid. For more detail, refer to Section 5.06.e.(1), 5.06.f(1) and 5.06.g.
- Supervisory employment above the rank of foreman for a Contributing Employer, and certain other employment with Local 3 or with the International Union of Operating Engineers—***unlimited grace period.***
- Employment with a public agency in the type or kind of craft work covered by a Collective Bargaining Agreement performed in the geographical jurisdiction of the Union—***unlimited grace period.***
- Employment with an employer who has not contributed to this Pension Fund, but who was signatory to a Collective Bargaining Plan with the Union and had a Recognized Company Pension Plan.

In order to secure benefits of a grace period, you must give written notice to the Board of the circumstances entitling you to a grace period and submit written evidence as the Board may require.

## **CREDIT FOR NON-WORKING PERIODS**

### **HOURS OF SERVICE FOR MATERNITY/PATERNITY LEAVE AFTER DECEMBER 31, 1985**

*(Refer to Section 5.06.f.(2))*

If you are absent from Covered Employment due to maternity or paternity reasons, you may be eligible to receive hourly service credit. Hourly credit of eight hours per day begins to accrue when the absence begins if credit is necessary to prevent a Break in Service for that year. Otherwise, credit will begin to accrue beginning the following year. Maternity/Paternity Leave will be granted for the following:

- Pregnancy of the individual
- Birth of the child of the individual
- Placement of a child with the individual due to adoption
- Care of the child immediately following birth or adoption

No more than 501 Hours of Service will be credited for any one absence and will be applied **only to prevent a Break in Service**. These hours will **not** add to your Credited Service, Pension Credit, or accrued benefits.

## **CREDIT FOR MILITARY SERVICE**

If you are unable to work the necessary hours in Covered Employment due to service in the Armed Forces of the United States, you will receive Credited Service, Pension Credit, and accrued benefits for the period you retain reemployment rights under federal law.

### **Military Service Before Your Contribution Date**

*(Refer to Section 5.02.c.)*

If your military service was before your Contribution Date, you receive one year of Credited Past Service and one non-contributory Pension Credit for each full year of military service or one quarter of Credited Past Service and non-contributory Pension Credit for each three months of military service. You may also receive Credited Past Service for up to two years of Credited Past Service if you were imprisoned by a declared enemy nation.

### **Military Service After Your Contribution Date**

*(Refer to Section 5.05.)*

After your Contribution Date, if you are absent from Covered Employment due to qualified military service or other uniformed service (Section 1.26), you will be credited with hours towards the accumulation of Years of Credited Service, Pension Credit, accrued benefits, and the prevention of a Break in Service for the period of the military service, provided:

- You were working in covered employment in the jurisdiction of OE Local Union 3 during the 90-day period immediately preceding your military service.
- You had not incurred a One-Year Break in Service at the time you entered qualified military service.
- You retain reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).
- You satisfy USERRA's advance notice to Employer (or Fund Office) requirement prior to your leave to enter qualified military service.
- Your discharge from military service was under honorable conditions.
- You return to work in Covered Employment in the jurisdiction of OE Local Union 3 within the reemployment period required by federal law, as shown in the chart below:

<b>Length of Military Service</b>	<b>Reemployment Deadline</b>
Less than 31 days	Within 1 day after discharge (allowing travel time plus 8 hours)
31 through 180 days	Within 14 days after discharge
181 days or more	Within 90 days after discharge

Hours for qualified military service are based upon the average hours you worked in a week during the twelve-month period immediately preceding your military service or, if shorter, the period of employment immediately preceding the military service, but not less than 30 hours per week. For the purposes of determining the amount of your accrued benefit, Contributions will be credited based on the Employer Contribution rate that would have applied if you had continued to work in Covered Employment instead of entering military service.

No more than five years of qualified military service will be recognized towards the accumulation of Years of Credited Service, Pension Credit, accrued benefits, and the prevention of a Break in Service or a Separation from Covered Employment.

## ACHIEVING VESTED STATUS

*(Refer to Section 5.07)*

When you become **vested** under this Plan, you have a right to retirement benefits even if you leave the industry. You may also be entitled to retire early if you meet the designated age and service requirements for a benefit. You are vested if:

- You attain Normal Retirement Age, or
- **Beginning January 1, 1998**, you accumulated at least 5 Years of Credited Service, without a Permanent Break in Service, and you worked at least one or more Hours of Service in Covered Employment after December 31, 1997 while you are a Participant in the Plan.

*NOTE:* If you do not have at least one Hour of Service in Covered Employment after December 31, 1997, the 10-year requirement for the period between December 1, 1976 and January 1, 1998, will apply.

### **Exception:**

If you are disabled, the “Participation” and one Hour of Service requirement will be waived provided you meet the following conditions:

- You accumulated at least five Years of Credited Service (without a Permanent Break in Service); and
- You were unable to work in Covered Employment because of a permanent disabling condition for which the onset date was on or before January 1, 1998, and you were in receipt of Social Security Disability Benefits on or after January 1, 1998; and
- You earned at least one-quarter of a Year of Credited Service in Covered Employment during the calendar year of the onset of your disability or the year immediately preceding the onset of your disability; and
- Your disability has been continuous from the date of the onset of your disability through January 1, 1998.

(A Permanent Break in Service shall not occur for the period during which you have continuously received a Social Security Disability Benefit.)

- **Between December 1, 1976 and January 1, 1998**, you accumulated at least 10 Years of Credited Service, without a Permanent Break in Service; or
- **Between January 1, 1975 and December 1, 1976**, you accumulated at least 10 Pension Credits, without a Permanent Break in Service; or
- **Between January 1, 1972 and January 1, 1975**, you (a) accumulated 25 Pension Credits or (b) attained at least age 45 and accumulated at least 10 Pension Credits, without a Permanent Break in Service; or

- **Between January 1, 1965 and January 1, 1972**, you (a) accumulated 25 Pension Credits or (b) attained at least age 55 and accumulated at least 10 Pension Credits, without a Permanent Break in Service; or
- **Before January 1, 1965**, you attained at least age 55 and accumulated at least 10 Pension Credits without a Permanent Break in Service.

However, if you accrue benefits while **not** covered by a Collective Bargaining Agreement, you are vested if you attain Normal Retirement Age, or you have accumulated 5 Years of Credited Service and worked one or more Hours of Service after December 31, 1988.

If you are a vested participant and work less than 350 hours in each of two consecutive complete plan years you are considered a **Vested Inactive Participant**. If you retire as a Vested Inactive Participant then the factors used to calculate your Husband-and-Wife pension amount will be worse and you will not be eligible for the Pre-Retirement Death Benefit. Moratorium years under the Job Placement Regulations of a Collective Bargaining Agreement will not be used when determining whether you are a Vested Inactive Participant. If you are a Vested Inactive Participant, you will once again be considered Active for the purpose of determining Husband-and-Wife Pension Factors and once again be eligible for the Pre-Retirement Death Benefit if you earn at least five additional years of Credited Future Service in Covered Employment.

## **PENSION ELIGIBILITY AND MONTHLY PAYMENT AMOUNT**

This section describes the types of pensions and the service, age and other requirements for each. The amount of a monthly pension payment will vary according to a number of factors, including: when your Pension Credits or accrued benefits were earned, when you apply for a pension, and the option you select. Information concerning the amount and duration of payments can be found in this section as well as in the section entitled “PENSION PAYMENT METHODS.”

**To receive a pension from the Plan, you must “retire” and file an application for benefits with the Board at the Fund Office.**

The Fund Office can tell you about your eligibility and explain various factors which should be considered when you are ready to think about retirement.

### **A REGULAR PENSION** *(Refer to Sections 3.02 and 3.03)*

#### **Regular Pension Eligibility**

You are eligible to receive a Regular Pension when:

- you have attained Normal Retirement Age,
- or*
- you reach age 62, and have at least 10 Years of Credited Service (since the most recent -if any- Permanent Break in Service), or  
you reach age 65 and are vested as described in the “ACHIEVING VESTED STATUS” section; and
- you have earned at least two quarters of Credited Future Service as a result of work in Covered Employment.

#### **Regular Pension Amount**

The amount of your monthly Regular Pension depends on:

- the number of Pension Credits earned;
- the amount payable for each Pension Credit (determined by your bargaining unit for employment before January 1, 1969);
- the percentage of the contributions required to be made with respect to your work on or after January 1, 1969; and



- the benefit formula in effect at the time you incur any Separations from Covered Employment, if applicable, subject to any reduction of adjustable benefits as specified in the Rehabilitation Plan.
- Your regular pension amount is reduced by  $\frac{3}{4}$  of 1% for each month you are younger than age 65.

No pension is payable for employment before your Contribution Date for which you receive another pension for the same period of employment.



The monthly pension payable for a pension effective on or after January 1, 2003 is the sum of the following:

### 1. Monthly Pension Earned Before January 1, 1969

The portion of your monthly pension earned before January 1, 1969 is calculated by multiplying the Pension Credit earned before January 1, 1969 by the monthly benefit amount determined from the following chart, using the hourly contribution rate in effect in 1969 for the bargaining group applicable to you on that date.

<b>Bargaining Group Contribution Amount in Effect October, 1969</b>	<b><u>Monthly Amount Payable for Each</u></b>	
	<b>Non-Contributory Pension Credit</b>	<b>Contributory Pension Credit</b>
<b>Per Hour</b>		
50¢ and over	\$10.50	\$17.86
45-49¢	9.97	15.97
40-44	9.72	14.55
35-39	9.19	12.87
30-34	7.93	11.08
25-29	7.14	9.40
20-24	6.45	8.40
17½-19	5.62	6.72
15-17	4.83	5.78
12½-14	3.88	4.67
10-12	3.10	3.73
9¢ and less	1.68	1.99
The monthly benefit amount payable for each Non-Contributory Pension Credit earned based on work in Covered Employment in the State of Hawaii prior to January 1, 1969 shall be valued at \$10.50.		

If contributions for your bargaining group began on or after January 1, 1969, then Past Service Credit will be valued according to the bargaining group contribution rate applicable when your employer first made contributions with respect to your work.

## 2. Monthly Pension Earned On or After January 1, 1969

The portion of your monthly pension earned after January 1, 1969 is determined in a completely different way. It is based on a percentage of the contributions made with respect to your work during a calendar year in which you earned Credited Service, as follows:

### **Between January 1, 1969 and January 1, 2003**

<b>Period Effective</b>	<b>Percentage of Contribution Rate</b>
January 1, 1969 through December 31, 1981	2.101%
January 1, 1982 through December 31, 1986	2.206%
January 1, 1987 through December 31, 1987	2.311%
January 1, 1988 through December 31, 1990	2.521%
January 1, 1991 through December 31, 1991	2.626%
January 1, 1992 through December 31, 1992	2.836%
January 1, 1993 through December 31, 1993	2.941%
January 1, 1994 through December 31, 1995	3.046%
January 1, 1996 through December 31, 1998	3.151%
January 1, 1999 through December 31, 1999	3.060%
January 1, 2000 through December 31, 2002	3.000%

### **Between January 1, 2003 and January 1, 2004**

Beginning January 1, 2003, the percentage of contribution rate is based on the number of Years of Credited Service you have earned and your Covered Employment worked during a calendar year, as follows:

<b>Hours Worked in Covered Employment During a Calendar Year</b>	<b>Percentage of Contribution Rate</b>
Less than 36 Years of Credited Service (except apprentices as described below)	3.00%
36 <sup>th</sup> Year of Credited Service	3.10%
37 <sup>th</sup> Year of Credited Service	3.20%
38 <sup>th</sup> Year of Credited Service	3.30%
39 <sup>th</sup> Year of Credited Service	3.40%
40 <sup>th</sup> Year of Credited Service	3.50%
Hours worked as an apprentice, if first became an apprentice on or after January 1, 2003	2.65%

Note: No more than five years of Related Credit or Special Related Credit can be used in determining which percentage rate applies.

### **Between January 1, 2004 and July 1, 2005**

The percentage of contribution rates shown above continue to apply if you became a Participant prior to January 1, 2004.

However, if you first become a Participant on or after January 1, 2004, prior to you earning your 10<sup>th</sup> year of Credited Service, the percentage of contribution rate is 2.625%. Beginning with your 10<sup>th</sup> year of Credited Service, the percentages shown in the preceding table will apply under the conditions described above.

### **Between July 1, 2005 and July 1, 2006**

Beginning July 1, 2005, the following percentage of contribution rates will apply with respect to your work during a calendar year in which you earned Credited Service, as follows:

<b>Hours Worked in Covered Employment During a Calendar Year</b>	<b>Percentage of Contribution Rate</b>
Hours worked by participants with less than 11 years of Credited Service	2.25%
Any other hours worked in Covered Employment by participants with more than 11 years of Credited Service	3.00%

Note: No more than five years of Related Credit or Special Related Credit can be used in determining which percentage rate applies

### **Between July 1, 2006 and July 1, 2008**

The benefit formula for work between July 1, 2006 and July 1, 2008 is based on the bargaining unit in which you worked. Different formulas apply depending upon whether your bargaining unit voted to reduce its hourly wage rate and increase the hourly contribution rate to the Pension Plan. If you moved between bargaining units, your benefits may be calculated under more than one formula, as follows:

- If the bargaining unit voted to maintain the same contribution rate and not divert additional monies, their members' percentage of contribution rate is 1.15%.
- If the bargaining unit voted to increase contributions by 25%, the percentage of contribution rate is 1.75%.
- If the bargaining unit voted to increase contributions by 75%, the percentage of contribution rate is 3.00%
- Additional contributions voted on by a bargaining unit's members are not included in the calculation of benefits. These are known as Pension Restoration Contributions.

- The 25% or 75% increase in contributions is phased in over a three-year period.
- If the bargaining unit voted prior to October 1, 2006 to increase its contributions, the percentage of contribution rate is effective retroactive to July 1, 2006.
- If the bargaining unit voted on or after October 1, 2006 to increase its contributions, the change – including the percentage of contribution rate – is effective the first of the month following vote. Benefits earned between July 1, 2006 and that date are based upon 1.15% of contributions.

### **Between July 1, 2008 and July 1, 2010**

Beginning July 1, 2008, the percentage of contribution rate is 1.25% of *total* employer contributions made on your behalf. In addition, if you retire prior to age 65, benefits earned on or after July 1, 2009 will be reduced, similar to an Early Retirement Pension.

### **Between July 1, 2010 and July 1, 2013**

Beginning July 1, 2010, you will continue to earn a monthly pension amount on contributions up to the contribution rate that was in effect for your employer as of June 30, 2010. Any future increase in that contribution rate will be dedicated to paying off the Plan's unfunded liabilities and will not earn an additional monthly pension amount, in accordance with the Plan's "funding improvement plan." Your percentage of contribution rate will depend upon which funding improvement plan schedule your employer adopts.

Your percentage of contribution rate will not change unless your employer adopts Schedule B, C or D, as described below. If your employer adopts Schedule A, your percentage of contribution rate remains at 1.25%.

The following examples all assume one of the funding improvement plan schedules is elected effective July 1, 2010. Collective bargaining agreements expiring after July 1, 2010 will have different effective dates for the schedules.

## **PREFERRED SCHEDULE**

### **Schedule A:**

No change in the 1.25% percentage of contribution rate; any increase in the contribution rate after June 30, 2010 will not be counted in determining your pension amount.

## **ALTERNATIVE SCHEDULES**

### **Schedule B**

For contributions up to the rate that was in effect on June 30, 2010, your percentage of contribution rate is reduced from 1.25% to 0.75% of contributions, effective July 1, 2010. Any increase in the contribution rate after June 30, 2010 will not be counted in determining your pension amount.

## **Schedule C**

For contributions up to the rate that was in effect on June 30, 2010, your percentage of contribution rate is reduced from 1.25% to 0.50% of contributions, effective July 1, 2010. Any increase in the contribution rate after June 30, 2010 will not be counted in determining your pension amount.

## **DEFAULT SCHEDULE**

### **Schedule D**

Your monthly pension amount is frozen as of June 30, 2010 and no additional pension amount is earned for service and/or contributions on or after July 1, 2010. You will continue to earn credited service on or after July 1, 2010 for purposes of vesting and benefit eligibility, such as eligibility for unreduced early retirement benefits earned through June 30, 2010.

### **On or After July 1, 2013**

Beginning July 1, 2013, you will continue to earn a monthly pension amount on contributions up to the contribution rate that was in effect for your employer as of June 30, 2010. Any future increase in that contribution rate will continue to be dedicated to paying off the Plan's unfunded liabilities and will not earn an additional monthly pension amount, in accordance with the Plan's "rehabilitation plan." Your percentage of contribution rate will depend upon which funding improvement plan schedule your employer adopts.

The following examples all assume one of the rehabilitation plan schedules is elected effective July 1, 2013. Collective bargaining agreements expiring after July 1, 2013 will have different effective dates for the schedules.

## **PREFERRED SCHEDULE**

The benefit percentage will remain at 1.25% of contributions; any increase in the contribution rate after June 30, 2010 will not be counted in determining your pension amount.

**Variable Future Benefit Percentage.** To enhance the longer term viability of the Preferred Schedule and minimize the need to adjust the rehabilitation plan in the future, a "variable benefit percentage" feature is included as part of the rehabilitation plan. Under this feature, the Plan's benefit percentage will be reduced from 1.25% to 1.00% of contributions in future years if the Plan's average investment return since January 1, 2012 (based on the Plan's audited financial statements) falls below the expected return of 7.50% per year. These reductions, if necessary, will be implemented one year at a time from July 1 to the following June 30. The benefit percentage will remain at the lower 1.00% level by annual Board action for one year at a time until favorable returns bring the average market value rate of return to a level at or above the expected 7.50% per year, at which time the benefit percentage will automatically remain at 1.25% (please see examples below). (If during a limited period of time after July 1, 2013, a lower benefit percentage is in effect under Schedule B or C of the Funding Improvement Plan, that rate will be decreased by 20%.)

The benefit percentage, both before and after the rehabilitation plan, applies to the contribution rate in effect on June 30, 2010. This variable future benefit percentage feature will remain in effect for three years (through December 31, 2015), at which time it will sunset, with the

expectation that the benefit percentage in effect at that time will remain in effect unless the Board of Trustees determines that further changes (up or down) are warranted and legal.

If your employer is under a Funding Improvement Plan schedule other than Schedule A then the lower benefit percentage in that schedule will continue to apply after July 1, 2013 until the expiration of the current collective bargaining agreement, but may be adjusted as described above if the Plan's average investment return is less than 7.5%.

## **DEFAULT SCHEDULE**

The benefit percentage will remain at 1.25% of contributions; any increase in the contribution rate after June 30, 2010 will not be counted in determining your pension amount.

### **Rule for All Service on or after January 1, 1969**

*(Refer to Sections 5.03 and 5.04)*

Contributions shall be **excluded** which were made in a calendar year during which you:

- before January 1, 1977, failed to earn one quarter of Credited Future Service; or
- from January 1, 1977 through December 31, 1980, failed to work 500 Contributory Hours in a calendar year; or
- on or after January 1, 1981, failed to work 350 Contributory Hours in a calendar year.

---

---

### **➤ IMPORTANT ⬅**

If you leave Covered Employment and do not earn any Credited Future Service as a result of Contributory Hours of work in any three consecutive calendar years, you will incur a **“Separation from Covered Employment.”** The amount of the monthly pension you earn before a Separation from Covered Employment will be frozen at the level payable by the Plan on the effective date of your Separation, which is the December 31<sup>st</sup> at the end of the three consecutive year period. If you return to Covered Employment and earn additional benefit accruals, the monthly pension amount earned after you return to work will be based on the benefit level payable by the Plan at that time.

---

---

**Here is an example** of how the Regular Pension is calculated for a pension effective January 1, 2012, for a Participant who has not incurred a Separation from Covered Employment. Assume the Participant has accumulated 30 Years of Credited Service and worked 1,500 hours per year at the master contribution rate. His monthly pension is determined as follows:

***Monthly Pension for service earned prior to July 1, 2006:***

Year	Amount of Contributions	Credits	Percentage of Contribution Rate	Regular Pension Amount
1984	5,400	1	2.206%	\$119.12
1985	5,512	1	2.206%	121.59
1986	5,512	1	2.206%	121.59
1987	5,625	1	2.311%	129.99
1988	5,625	1	2.521%	141.81
1989	5,625	1	2.521%	141.81
1990	5,625	1	2.521%	141.81
1991	5,625	1	2.626%	147.71
1992	5,625	1	2.836%	159.53
1993	5,625	1	2.941%	165.43
1994	5,625	1	3.046%	171.34
1995	5,625	1	3.046%	171.34
1996	5,625	1	3.151%	177.24
1997	5,625	1	3.151%	177.24
1998	5,625	1	3.151%	177.24
1999	5,625	1	3.060%	172.13
2000	5,625	1	3.000%	168.75
2001	5,625	1	3.000%	168.75
2002	5,625	1	3.000%	168.75
2003	5,625	1	3.000%	168.75
2004	5,625	1	3.000%	168.75
2005	5,625	1	3.000%	168.75
2006	3,000	0.5	3.000%	90.00
Monthly Regular Pension				<b>\$3,539.42</b>

**Monthly Pension for service earned between July 1, 2006 and July 1, 2008:**

His monthly pension for service earned between July 1, 2006 and July 1, 2008 will depend on whether his bargaining unit voted to increase contributions by 75%, to increase contributions by 25%, or to maintain the same contribution rate, as follows:

Assume his bargaining unit voted to increase contributions by 75%

Year	Amount of Contributions	Pension Restoration Contributions	Benefit Contributions	Credits	Percentage of Contribution Rate	Regular Pension Amount
7/1/2006 - 6/30/2007	7,500	1,500	6,000	1	3.000%	\$180.00
7/1/2007 - 6/30/2008	9,000	3,000	6,000	1	3.000%	180.00
Monthly Regular Pension						<b>\$360.00</b>

**Monthly Pension for service earned on or after July 1, 2008:**

His monthly pension for service earned on or after July 1, 2008 will depend on his age at retirement. If he retires prior to age 65 then his benefit will be reduced, similar to an Early Retirement Pension, and if he retires at age 65 then his benefit will not be reduced, as follows:

Assume he retires at age 65

Year	Amount of Contributions	Credits	Percentage of Contribution Rate	Regular Pension Amount
7/1/2008 - 12/31/2008	5,250	0.5	1.250%	\$65.63
2009	10,500	1	1.250%	131.25
2010	10,500	1	1.250%*	131.25
2011	10,500	1	1.250%*	131.25
2012	10,500	1	1.250%*	131.25
2013	10,500	1	1.250%**	131.25
Monthly Regular Pension				<b>\$721.88</b>

\* Assumes participant is subject to Schedule A, effective July 1, 2010

\*\* Assumes participant is subject to the Preferred Schedule, effective July 1, 2013

Total Monthly Regular Pension Amount assuming he retires at age 65

\$4,621.30



## **A SUPPLEMENTAL PENSION**

*(Refer to Section 3.03-A)*

### **Supplemental Pension Eligibility**

You are eligible to receive a Supplemental Pension, which is a monthly benefit over and above your Regular, Early Retirement, Disability, or Service Pension benefit that will increase your monthly pension benefit, provided you have worked any number of Contributory Hours during Plan Years 1996, 1997, or 1998.

### **Supplemental Pension Amount**

The amount of the Supplemental Pension is equal to \$2.00 for each Pension Credit earned in this Plan prior to January 1, 1999. (Credit earned under a Related Plan will not be counted when determining the amount of the Supplemental Pension.)

## **AN EARLY RETIREMENT PENSION**

*(Refer to Section 3.04 and 3.05)*

### **Early Retirement Pension Eligibility**

You are eligible to receive an Early Retirement Pension when:

- you reach age 55 (but are not yet 62), and
- you have at least 10 Years of Credited Service (since the most recent – if any - Permanent Break in Service) not counting any Credited Future Service earned as a result of Continuous Non-Covered Employment, and
- you have earned two quarters of Credited Future Service as a result of work in Covered Employment.

### **Early Retirement Pension Amount**

The amount of the Early Retirement Pension is reduced from the amount of the Regular Pension, to take into account the longer period of time that you will be receiving payments.

The amount of the Early Retirement Pension is calculated as described below.

- The first step is to determine the amount of the Regular Pension you would receive if you were age 65 when your pension starts.
- This amount is then reduced for each month you are younger than age 65, as follows:

- ❑ The Regular Pension amount is reduced by  $\frac{3}{4}$  of 1% for each month you are under age 65, but not age 62,  $\frac{1}{2}$  of 1% for each month you are under age 62, but not age 58, and  $\frac{1}{3}$  of 1% for each month you are under age 58.

***HERE IS HOW IT WORKS:***

**Example:** Assume a Participant decides to retire at age 56 with 25 Years of Credited Service. The calculation of his Early Retirement Pension is as follows:

Assume that his calculated Regular Pension, if he were age 65, is \$3,000.00 per month. The reduction is  $\frac{3}{4}$  of 1% (or .0075) for each of the 36 months from ages 62 to 65, which equals 27%. The reduction is  $\frac{1}{2}$  of 1% (or .005) for each of the 48 months from ages 58 to 62, which equals 24%. The reduction is  $\frac{1}{3}$  of 1% (or .00333) for each of the 24 months from ages 56 to 58, which equals 8%. The total reduction is 59% (27% *plus* 24% *plus* 8%).

The next step is to reduce the Regular Pension amount of \$3,000.00 by 59% or \$1,770.00. The result (\$3,000.00 *minus* \$1,770.00) equals \$1,230.00, which is the Early Retirement Pension amount.

## **A DISABILITY PENSION**

*(Refer to Sections 3.06-3.13)*

### **Disability Pension Eligibility**

If you become “totally disabled” before age 62, you are eligible for a Disability Pension if:

- you have at least 15 Years of Credited Service (since the most recent – if any - Permanent Break in Service), *or*  
  
you have at least 5 Years of Credited Service (since the most recent – if any - Permanent Break in Service) not counting any Credited Future Service earned in Continuous Non-Covered Employment, and
- you have earned at least two quarters of Credited Future Service.
- you have at least 350 Contributory Hours of work in the Calendar Year, or in any of the three consecutive Calendar Years prior to the Calendar Year, in which you became totally disabled.
- If your Disability Onset Date (as determined by the Social Security Administration) is on or after July 1, 2013, your last Contributing Employer before retirement was not subject to the rehabilitation plan Default Schedule when you last worked for that Contributing Employer.

If you become “totally disabled” after age 62 but before Normal Retirement Age, you are eligible for a Disability Pension if:

- You have at least 5 but less than 10 Years of Credited Service not counting any Credited Future Service earned in Continuous Non-Covered Employment, and
- you have earned at least two quarters of Credited Future Service.
- you have at least 350 Contributory Hours of work in the Calendar Year, or in any of the three consecutive Calendar Years prior to the Calendar Year, in which you became totally disabled.
- If your Disability Onset Date (as determined by the Social Security Administration) is on or after July 1, 2013, your last Contributing Employer before retirement was not subject to the rehabilitation plan Default Schedule when you last worked for that Contributing Employer.

### **Totally Disabled**

You are considered “totally disabled” if you are receiving a Social Security Disability Award. (A determination issued by another agency which is equal to a Social Security Disability Award may be accepted instead, such as benefits provided under the Railroad Retirement Act.) Proof of total disability may be shown by submitting one of the following:

- A copy of your Social Security Disability Award, or its equivalent.

- A letter from the Social Security Administration stating that you are entitled to a Social Security Disability Award or would be if you had met the work requirements for a disability benefit. The letter must show the effective date on which the Social Security benefit is or would have been payable if the work requirement had been met.

At any time, the Board of Trustees may ask for proof that you continue to qualify for these benefits.

### **Disability Pension Amount**

The monthly amount of the Disability Pension is determined based on your age and the number of Years of Credited Service you have accumulated at the time you become totally disabled.

- If, regardless of your age (but not on or after you attain age 62), you have 15 Years of Credited Service, your Disability Pension will be calculated in the same manner as an Early Retirement Pension, or **70%** of the Regular Pension at Normal Retirement Age amount—whichever is greater.
- If you have reached age 50 and have 10 Years of Credited Service (excluding Service earned in Continuous Non-Covered Employment and not on or after you attain age 62), your Disability Pension will be calculated in the same manner as an Early Retirement Pension, or **70%** of the Regular Pension at Normal Retirement Age amount —whichever is greater.
- If you are under age 50 and have 10 Years of Credited Service (excluding Service earned in Continuous Non-Covered Employment), your Disability Pension will be calculated in the same manner as an Early Retirement Pension, or **50%** of the Regular Pension at Normal Retirement Age amount – whichever is greater..
- If, regardless of your age, you have at least 5 but less than 10 years of Credited Service (excluding Service earned in continuous Non-Covered Employment) your Disability Pension will be the Actuarial Equivalent of the pension amount payable at Normal Retirement Age.

### **Disability Pension Payments**

Payment of your Disability Pension begins after you have been disabled for six full calendar months, if you file an application for pension benefits and the notice of entitlement to Social Security disability benefits with the Fund Office **no later than one year** after the mailing date shown on the notice. Otherwise, payments will not begin until the first of the month after you file an application with the Fund Office.

**You should file an application for a Disability Pension with the Fund Office when you apply for your Social Security disability benefit to make sure that Plan benefits become payable as soon as possible.**

### **Total Disability of an Early Retirement Pensioner**

If you are totally disabled and retire on an Early Retirement Pension, you may change to a Disability Pension if you meet the requirements for a Disability Pension as described above.

If you elect to change to a Disability Pension, and you are receiving an Early Retirement Pension with a *Level Income Option* (the Level Income Option was eliminated for Pension Effective Dates on or after April 1, 2013), your benefit will be offset by the amount of the level income adjustment you have already received.

### **Recovery by a Disability Pensioner**

If you recover from your disability or learn that your Social Security (or equivalent) disability benefits are being stopped, you must report that fact to the Fund Office within 15 days of learning of such event so that your pension will not be delayed when you retire again. Your Disability Pension will terminate upon the effective date of your loss of entitlement or recovery. If you feel you are still totally disabled, and you file an appeal with the Social Security Administration for the loss of your Social Security disability benefits, your Disability Pension will continue while your appeal is being considered. However, you must file a copy of your appeal with the Fund Office in order to have your Disability Pension continue. If your appeal is denied, your Disability Pension payments will stop.

If you return to Covered Employment, you will begin to earn more Credited Service, Pension Credits, and accrued benefits. When you retire again under a Regular, Early, or Service Pension, those benefits will not be affected by your earlier Disability Pension payments. If you fail to give the required 15-day notice, the receipt of benefits may be postponed. **If you are employed by a trial work program approved by Social Security, your Disability Pension will not be terminated or suspended as long as you are still entitled to receive Social Security disability benefits.**

The Disability Pension is payable for as long as you remain totally disabled. Once you reach age 62, your pension will continue without regard to whether you remain totally disabled. However, if you return to work of the type for which benefits can be suspended, your benefits will be suspended for such work, except during a trial work program approved by Social Security.

## **A SERVICE PENSION**

*(Refer to Sections 3.14 and 3.15)*

There are three different Service Pensions provided by the Plan—the “30-Year Service Pension” based on age and 30 Years of Credited Service, the “35/20 Service Pension” based on years of participation in the Plan and Pension Credit, and the “Rule of 85 Service Pension” based on age and Years of Credited Service totaling 85. In addition, there is a Delayed Retirement Incentive benefit if you delay receipt of your Service Pension at least 12 months.

### **30-Year Service Pension**

You are eligible to receive a **30-Year Service Pension** if you meet all of the following requirements:

- you reach age 59,
- you have at least 30 Years of Credited Service:
  - however if your Pension Effective Date is on or after July 1, 2013 then your hours of service earned while working for an employer under the default schedule of the Plan’s Rehabilitation Plan are not counted
  - since the most recent – if any – Permanent Break in Service under this Plan
  - subject to the following rules concerning Related Credit:
    - (i) No more than a combined total of 10 years of Related Credit or Special Credit will be recognized and benefits must be payable to you from the Related Plan(s) (including service credited under 5.03.g. of the Plan), and
    - (ii) Employment that resulted in earning Related Credit/Special Related Credit must have occurred within the jurisdiction of the Related Plan(s) and been the result of an assignment by a Contributing Employer to the Pension Trust Fund for Operating Engineers, and
    - (iii) Your membership in Local 3 must have been continuous during any period(s) of Related Plan employment.
- you have not previously received an Early Retirement Pension.

The amount of the 30-Year Service Pension is determined in the same manner as the Regular Pension at Normal Retirement Age, with the following exceptions. If your last hour worked before retiring is for an employer subject to the rehabilitation plan Default Schedule at the time you worked that last hour then benefits earned on or after July 1, 2013 are subject to the reductions of an Early Retirement Pension. In addition, any benefits earned while working for an employer while that employer is subject to the rehabilitation plan Default Schedule are also subject to the reductions of an Early Retirement Pension.

### **35/20 Service Pension**

You are eligible to receive a **35/20 Service Pension** when:

- you have accumulated at least 20 Pension Credits (since the most recent – if any – Permanent Break in Service) under this Plan; and
- you have been a Participant in this Plan for at least 35 calendar years; and
- you have not previously received an Early Retirement Pension.

The amount of the 35/20 Service Pension is determined in the same manner as the Regular Pension at Normal Retirement Age, with the following exceptions. If your last hour worked before retiring is for an employer subject to the rehabilitation plan Default Schedule at the time you worked that last hour then benefits earned on or after July 1, 2013 are subject to the reductions of an Early Retirement Pension. In addition, any benefits earned while working for an employer while that employer is subject to the rehabilitation plan Default Schedule are also subject to the reductions of an Early Retirement Pension.

### **Rule of 85 Service Pension**

You are eligible to receive a **Rule of 85 Service Pension** when:

- you have reached age 55; and
- the sum of your age and Years of Credited Service (since the most recent – if any – Permanent Break in Service) total 85 (not counting Credited Future Service earned in Continuous Non-Covered Employment). A maximum combined total of ten of the Years of Credited Service may be Related or Special Related Credit earned under a Related Plan and/or credit for work in another trade. If your Pension Effective Date is on or after July 1, 2013, then your hours of service earned while working for an employer under the rehabilitation plan Default Schedule are not counted towards your Years of Credited Service.
- you have worked at least 2,000 hours for one or more Contributing Employers in the 72 months immediately preceding your Pension Effective Date, with 350 of those hours worked in either (a) the year of your Pension Effective Date or (b) one of the two Plan Years immediately preceding the year of your Pension Effective Date; and
- you have not previously received an Early Retirement Pension.

The amount of the Rule of 85 Service Pension is determined in the same manner as the Regular Pension at Normal Retirement Age, with the following exceptions. If your last hour worked before retiring is for an employer subject to the rehabilitation plan Default Schedule at the time you worked that last hour then benefits earned on or after July 1, 2013 are subject to the reductions of an Early Retirement Pension. In addition, any benefits earned while working for an employer while that employer is subject to the rehabilitation plan Default Schedule are also subject to the reductions of an Early Retirement Pension.

## Delayed Retirement Incentive Program

You may be eligible to receive a **Delayed Retirement Incentive**, in addition to your Service Pension, when you continue working after becoming eligible for an unreduced Service Pension.

For purposes of determining the Delayed Retirement Incentive, the “Service Pension Eligibility Date” will be the later of your actual Service Pension Eligibility Date and July 1, 2008.

**Amount of Benefit:** The total amount of the Delayed Retirement Incentive (or “DRI”) will equal a percentage, as adjusted below, of your annual Service Pension earned through the date you become eligible for an unreduced Service Pension (or July 1, 2008, if you are eligible for a Service Pension prior to July 1, 2008), according to the following table:

Year Worked After Service Pension Eligibility Date	DRI Percentage Earned Each Year	Total DRI Percentage Earned
1 <sup>st</sup> Year	10%	10%
2 <sup>nd</sup> Year	15%	25%
3 <sup>rd</sup> Year	25%	50%
4 <sup>th</sup> Year	25%	75%
5 <sup>th</sup> Year	25%	100%
Each Additional Year	20% per year	+ 20% per year

The percentage you earn in any year depends on how many Credited Months you work during that year. A “Credited Month” is a month in which you work at least 30 hours (or have contributions made on at least 30 hours). If you work 12 Credited Months in the year, you will earn the full percentage indicated above. If you work at least 350 hours but less than 12 Credited Months in a year, the percentage you would earn for that year is multiplied by the number of Credited Months in the year divided by 12.

If you work less than 350 hours in a year, the percentage earned for that year is 0%. If you defer your retirement for less than 12 full months, then the percentage earned is 0%. The example below illustrates how this calculation works.

*Although it is the Trustees’ intent to continue this benefit, it should be noted that the Delayed Retirement Incentive is not part of your accrued benefit under the Plan, and the Plan may reduce or eliminate the Delayed Retirement Incentive in the future.*

**Amount and Number of Monthly Payments:** In general, the number of months you will receive a Delayed Retirement Incentive benefit will equal the number of months you defer retirement past your Service Pension Eligibility Date. For example, if you defer retirement and continue working for 36 months beyond your Service Pension Eligibility Date, the total DRI benefit is divided by 36 and is payable for 36 months. However, payment of the monthly DRI benefit will stop upon your death or upon the date you become eligible for unreduced Social Security benefits (the age listed below). Also, your DRI payments will cease if you return to covered employment, and will resume upon subsequent retirement. Please keep in mind that although your monthly DRI benefit will generally increase with each month that you work past your Service Pension Eligibility Date, your total DRI Benefit (the total of all monthly DRI payments)



will begin to decrease at a certain point because you will receive your monthly DRI benefit over a fewer number of months as you approach your unreduced Social Security retirement age.

***Unreduced Social Security Retirement Ages***

The following chart shows the ages for unreduced Social Security benefits based on year of birth:

<u>Year of Birth</u>	<u>Age for Unreduced Social Security Benefit</u>
1937 or earlier	65 yrs.
1938	65 yrs. 2 months
1939	65 yrs. 4 months
1940	65 yrs. 6 months
1941	65 yrs. 8 months
1942	65 yrs. 10 months
1943 – 1954	66 yrs.
1955	66 yrs. 2 months
1956	66 yrs. 4 months
1957	66 yrs. 6 months
1958	66 yrs. 8 months

***Optional Lump Sum Payment.*** If you earn a DRI benefit, you may choose to receive the DRI Benefit in the form of a lump sum payment equal to the present value of your monthly DRI benefits. However, for retirements on or after April 1, 2013, your DRI benefit is only payable in monthly installments so long as the Plan is in critical status.

### ***HERE IS HOW IT WORKS:***

**Example:** Let's say you are age 60 as of July 1, 2008, you are eligible for an unreduced Service Pension on that date, and your annual Service Pension as of that date is \$40,000. You continue to work steadily (at least 30 hours per month and at least 350 hours per year) until you retire on March 1, 2011, for a total of 32 months worked after your Service Pension Eligibility Date. Under the formula above, you would have earned 41.67% of your Service Pension as a DRI benefit.

This percentage is calculated by adding:

- 10% for 7/1/2008 to 7/1/2009; you earn the full percentage for the year because you worked 12 Credited Months and deferred retirement for all 12 months during the year, plus
- 15% for 7/1/2009 to 7/1/2010; you earn the full percentage for the year because you worked 12 Credited Months and deferred retirement for all 12 months during the year, plus
- 16.67% for 7/1/2010 to 3/1/2011; you earn the full percentage for the year (25%) multiplied by 8/12 (Credited Months ÷ 12).

So, your total DRI benefit is 41.67% of \$40,000, or \$16,668.

To determine the amount of the monthly DRI benefit, you divide 41.67% of your annual accrued benefit ( $41.67\% \times \$40,000 = \$16,668$ ) by the number of months you deferred retirement (32) for a monthly DRI benefit equal to \$520.88. If you elect to receive the DRI benefit in the form of monthly payments, the total of all the monthly payments (32) would equal \$16,668 (assuming you do not die before receiving all payments). Based on the actuarial factors used by the Plan, the lump sum value of this benefit would be \$15,513 as of March 1, 2011.

## **A PRO-RATA PENSION**

*(Refer to Article IV-A and IV-B)*

If you have worked under this Plan and other pension plans related to it through special agreements, you may be entitled to a Pro-Rata Pension. A Pro-Rata Pension is provided for those who may not be eligible for benefits under any one pension plan or, if eligible, their pensions would be of a lesser amount because their working time was divided between two or more plans.

You may be eligible for a Pro-Rata Pension if the combination of your Credited Service earned under this Plan *plus* credited service from a Related Plan would make you eligible for a pension. Such credit will also be taken into account when determining whether or not you have incurred a Permanent Break in Service.

*NOTE:* Credited Service for hours worked under a Related Plan are determined in accordance with the service schedule outlined in the Credited Service section of this booklet.

A Pro-Rata Pension is determined in the same way as a Regular, Early Retirement, or Disability Pension—depending on which type of Pro-Rata Pension you are eligible for. (Credit earned under a Related Plan *cannot* be used to qualify for a 35/20 Service Pension and may be limited in qualifying for a Rule of 85 Service Pension). **Only Pension Credit and contributions made to this Plan are used to determine the amount of a Pro-Rata Pension payable from this Plan.**

The Plan provides two different types of Pro-Rata Pensions—a Pro-Rata Pension and a Special Pro-Rata Pension. The requirements for each Pro-Rata Pension are described below.

	<b>PRO-RATA PENSION</b>	<b>SPECIAL PRO-RATA PENSION</b>
<b>Description</b>	Provided for Employees who work under this Plan and other pension plans related to it through the <i>Pension Reciprocity Agreement for Operating Engineers Pension Funds</i> .	Provided for Employees who work under this Plan and other pension plans which this Plan, by special agreement, recognizes as <i>Special Related Pension Plans</i> .
<b>Operating Engineers local unions affiliated with related plans</b>	A list is included as an Appendix.	Operating Engineers Pension Trust Fund I.U.O.E. Local 12.
<b>Eligibility Requirements</b>	<p>Employee would be eligible for a pension under this Plan if credits under this Plan were combined with credits from Related Plan.</p> <p>Employee has earned <i>one year</i> of Credited Future Service for which contributions have been made to this Plan.</p> <p>Employee is eligible for a Pro-Rata Pension from a Related Plan.</p>	<p>Employee would be eligible for a pension under this Plan if credits under this Plan were combined with credits from Special Related Plan.</p> <p>Employee has earned <i>one hour</i> of Credited Future Service for which contributions have been made to this Plan.</p> <p>Employee is eligible for a Pro-Rata Pension from a Special Related Plan.</p>

The other Related Plans have adopted similar provisions for pro-rata pensions wherein Years of Credited Service earned under this Plan can be used toward eligibility for a pro-rata pension under those plans. As a result, the other Related Plans will pay pro-rata pension benefits based on your service with each plan at the level of benefits available under those plans. Your total pension is the sum of all the pro-rata pensions.

## PENSION PAYMENT METHODS

When you make your decision to retire, you will be asked to choose the way you want your pension to be paid. The forms of payment available to you are described in this section.

### STANDARD FORMS OF PAYMENT

#### Single Life Annuity

If you are single when you retire, or married and your Spouse consents in writing to your rejection of the Husband-and-Wife Pension, you will receive monthly pension payments for your lifetime after your retirement date.

#### Husband-and-Wife Pension

*(Refer to Article VI)*

If you are married when you retire, you will **automatically** receive a Husband-and-Wife Pension unless you waive that form of payment **and** your Spouse consents in writing to the election before a Fund representative or Notary Public.

Under this form of payment, you will receive a reduced monthly amount for your lifetime; and after your death, your Spouse will receive 50% of the reduced amount you were receiving for the rest of your Spouse's life. However, should your Spouse predecease you, your monthly benefit amount will be increased to the amount you would have received if you had elected the Single Life Annuity option (commonly called a "pop-up" feature).

The amount of the Husband-and-Wife Pension you receive will be reduced to take into account your expected life span as well as that of your Spouse. The amount of reduction is based on the difference in the ages between you and your Spouse and shall be determined as follows:

If you are eligible for a Regular, Early Retirement, or Service Pension, the Husband-and-Wife Pension will be a percentage of the amount payable for your lifetime only. If you retire from Active status, the percentage rate formula is different for the portion of your monthly pension earned prior to July 1, 2005, the portion earned between July 1, 2005 and July 1, 2008, and the portion earned on or after July 1, 2008. If you retire from Vested Inactive status then the percentage rate formula for benefits earned on or after July 1, 2008 applies to your entire benefit.

#### Benefit Earned Prior to July 1, 2005

The applicable percentage rate if you and your spouse are the same age, is based on your Years of Credited Service as follows:

- (1) 96% if you have less than 31 Years of Credited Service.
- (2) 97% if you have 31 but less than 33 Years of Credited Service.
- (3) 98% if have 33 but less than 35 Years of Credited Service.

(4) 99% if you have 35 Years of Credited Service.

The applicable factor will be increased by 1/30 of 1% for each complete calendar month that your Spouse is older than you (up to a maximum factor of 99%); or decreased by 1/30 of 1% for each complete calendar month that your Spouse is younger than you.

Benefit Earned Between July 1, 2005 and July 1, 2008

Regardless of your Years of Credited Service, the applicable percentage rate if you and your spouse are the same age is 96%

The applicable factor will be increased by 1/30 of 1% for each complete calendar month that your Spouse is older than you (up to a maximum factor of 99%); or decreased by 1/30 of 1% for each complete calendar month that your Spouse is younger than you.

- If you are eligible for a Disability Pension and if you and your Spouse are the same age, the Husband-and-Wife Pension shall be 81% of the amount payable for your lifetime only. The factor will be increased by 1/30 of 1% for each complete calendar month that your Spouse is older than you (up to a maximum factor of 98%); or decreased by 1/30 of 1% for each complete calendar month that your Spouse is younger than you.

In addition, if you are age 45, the factor determined in the paragraph above is increased by 2.5 percentage points. The factor will be decreased by .25 percentage points for each full year (maximum of 10) that you are older than age 45 but younger than age 55; or increased by .75 percentage points for each full year that you are younger than age 45 (up to a maximum factor of 98%).

**For Example:** Assume that you are retiring on a Regular Pension with 30 Years of Credited Service and your monthly benefit is \$3,000.00.\*

<b>Your Spouse Is</b>	<b>Reduction Factor</b>	<b>Monthly Benefit to Pensioner</b>	<b>Monthly Benefit to Spouse If Pensioner Dies First</b>	<b>Monthly Benefit to Pensioner if Spouse Dies First</b>
10 years younger	92%	\$2,760.00	\$1,380.00	\$3,000.00
5 years younger	94%	\$2,820.00	\$1,410.00	\$3,000.00
Same age	96%	\$2,880.00	\$1,440.00	\$3,000.00
5 years older	98%	\$2,940.00	\$1,470.00	\$3,000.00
10 years older	99%	\$2,970.00	\$1,485.00	\$3,000.00

\*Different factors are used for Disability Pensions.

Benefits Accrued on or After July 1, 2008 / Entire Benefit for Vested Inactive Participants

Regardless of your Years of Credited Service, the applicable percentage rate if you and your Spouse are the same age is 91.5%.

The applicable factor will be increased by 1/30 of 1% for each complete calendar month that your Spouse is older than you (up to a maximum factor of 99%); or decreased by 1/30 of 1% for each complete calendar month that your Spouse is younger than you.

- If you are eligible for a Disability Pension and if you and your Spouse are the same age, the Husband-and-Wife Pension shall be 81% of the amount payable for your lifetime only. The factor will be increased by 1/30 of 1% for each complete calendar month that your Spouse is older than you (up to a maximum factor of 98%); or decreased by 1/30 of 1% for each complete calendar month that your Spouse is younger than you.

In addition, if you are age 45, the factor determined in the paragraph above is increased by 2.5 percentage points. The factor will be decreased by .25 percentage points for each full year (maximum of 10) that you are older than age 45 but younger than age 55; or increased by .75 percentage points for each full year that you are younger than age 45 (up to a maximum factor of 98%).

**For Example:** Assume that you are retiring on a Regular Pension with 30 Years of Credited Service and your monthly benefit is \$3,000.00.\*

<b>Your Spouse Is</b>	<b>Reduction Factor</b>	<b>Monthly Benefit to Pensioner</b>	<b>Monthly Benefit to Spouse if Pensioner Dies First</b>	<b>Monthly Benefit to Pensioner if Spouse Dies First</b>
20 years younger	83.5%	\$2,505.00	\$1,252.50	\$3,000.00
10 years younger	87.5%	\$2,625.00	\$1,312.50	\$3,000.00
Same age	91.5%	\$2,745.00	\$1,372.50	\$3,000.00
10 years older	95.5%	\$2,865.00	\$1,432.50	\$3,000.00
20 years older	99.0%	\$2,970.00	\$1,485.00	\$3,000.00

\*Different factors are used for Disability Pensions.

**NOTE:** If you are married, the Husband-and-Wife Pension will take effect automatically unless you waive that form of payment **and** your Spouse consents in writing to your election. Once pension payments begin you cannot revoke or alter the previously elected payment method.

### **Rules for Payment of the Husband-and-Wife Pension**

The Husband-and-Wife Pension protects the Spouse married to you on your Pension Effective Date. If you divorce and remarry, your new Spouse will only be entitled to benefits under the Husband-and-Wife Pension if your former spouse waives his or her interest in this benefit through a divorce proceeding.

- No less than 30 days before your Pension Effective Date, you will receive a written explanation of the terms and conditions of the Husband-and-Wife Pension and the effect of the rejection of this payment form. (You may waive the 30-day period if your pension begins more than 7 days after the written explanation has been provided.)

In order to reject the Husband-and-Wife Pension, both you **and** your Spouse must sign waiver forms provided by the Fund Office. The signatures must be witnessed by a Notary Public or an authorized Fund representative. You and your Spouse may reject the Husband-and-Wife Pension or revoke a previous rejection at any time not more than 180 days before your Pension Effective Date. The rejection of the Husband-and-Wife Pension is effective only if given within 180 days of your Pension Effective Date. The rejection period shall end on the 30<sup>th</sup> day after the date on which the written explanation is provided, if the written explanation is provided after your Pension Effective Date.

- You and your Spouse have to be legally married to each other on your Pension Effective Date and for at least one year ending on or before your death.



- If, subsequent to retiring with a Husband-and-Wife Pension, you divorce and remarry, the rights of a former Spouse as outlined in a “Qualified Domestic Relations Order” may reduce or eliminate benefits due to your current Spouse. However, your new spouse will be allowed to be named the beneficiary of the Husband and Wife pension provided that the original spouse waives his or her rights to this benefit through a divorce proceeding and when you apply for benefits under this provision, you and your new spouse have been married to each other for at least one year but generally not less than two years. Your benefit would then be re-calculated to reflect appropriate actuarial adjustments.
- If you are receiving a Disability Pension and you die before reaching age 55, payment to your surviving Spouse will not begin until after you would have reached age 55 had you lived.

**Your retirement pension will be paid according to the standard form that applies to you unless you *and* your Spouse (if applicable) decide otherwise.**

## **OPTIONAL FORMS OF PAYMENT**

Instead of the automatic methods of payment described above, you may elect one of the following payment options:

### **5-Year (60-Month) Guarantee of Benefits**

*(Refer to Section 7.02.b.)*

With this option, a lower amount is payable to you than under a Single Life Annuity in exchange for the guarantee that if you die before 60 monthly payments have been made, the balance of the 60 payments will be made to your Beneficiary.

Election of this option must be made before your pension begins.

### **10-Year (120-Month) Guarantee of Benefits**

*(Refer to Section 7.04.a.)*

This option is similar to the Pensioner’s 60-Month Guarantee of Benefits, except that a lower amount is payable to you in exchange for the guarantee that if you die before 120 monthly payments have been made, the balance of the 120 payments will be made to your Beneficiary.

Election of this option must be made before your pension begins and will not take effect until **24 months** after you make the election. Until the option takes effect, your pension will be payable in the form of the 60-Month Guarantee of Benefits, as if the 120-Month Guarantee option had not been elected.

## **Contingent Annuitant Option with Spouse**

*(Refer to Section 7.04.b.)*

This option is similar to the Husband-and-Wife Pension, except that a lower monthly pension amount is payable to you so that a higher benefit (depending on your election of either 75% or 100% of the lower amount) will continue to your Spouse after your death.

The benefit amount of the 75% or 100% Contingent Annuitant Option you receive will be reduced to take into account your expected life span as well as that of your Spouse. The amount of reduction is based on the difference in the ages of you and your Spouse and shall be determined as described below.

- **Regular, Early Retirement, or Service Pension**

### 75% Contingent Annuitant Option

If you are eligible for a Regular, Early, or Service Pension, the 75% Contingent Annuitant Option will be a percentage of the amount payable for your lifetime only. The percentage rate formula is different for the portion of your benefit accrued prior to July 1, 2005 and that which is accrued after that date.

#### Benefit Accrued Prior to July 1, 2005

The applicable percentage rate if you and your Spouse are the same age, is based on your Years of Credited Service is as follows:

- (1) 88% if you have less than 31 Years of Credited Service.
- (2) 89% if you have 31 but less than 33 Years of Credited Service.
- (3) 90% if have 33 but less than 35 Years of Credited Service.
- (4) 91% if you have 35 Years of Credited Service.

The applicable factor will be increased by 1/20 of 1% for each complete calendar month that your Spouse is older than you (up to a maximum factor of 99%); or decreased by 1/20 of 1% for each complete calendar month that your Spouse is younger than you.

#### Benefit Accrued on and After July 1, 2005

Regardless of your Years of Credited Service, the applicable percentage rate if you and your Spouse are the same age is 88%.

The applicable factor will be increased by 1/20 of 1% for each complete calendar month that your Spouse is older than you (up to a maximum factor of 99%); or decreased by 1/20 of 1% for each calendar month that your Spouse is younger than you.

### 100% Contingent Annuitant Option

If you are eligible for a Regular, Early, or Service Pension, the 100% Contingent Annuitant Option will be a percentage of the amount payable for your lifetime only. The percentage rate is different for the portion of your benefit accrued prior to July 1, 2005 and that which is accrued after that date.

#### Benefit Accrued Prior to July 1, 2005

The applicable percentage rate if you and your Spouse are the same age based on your Years of Credited Service is as follows:

- (1) 84% if you have less than 31 Years of Credited Service.
- (2) 85% if you have 31 but less than 33 Years of Credited Service.
- (3) 86% if have 33 but less than 35 Years of Credited Service.
- (4) 87% if you have 35 Years of Credited Service.

The applicable factor will be increased by  $\frac{7}{120}$  of 1% for each complete calendar month that your Spouse is older than you (up to a maximum factor of 99%); or decreased by  $\frac{7}{120}$  of 1% for each complete calendar month that your Spouse is younger than you.

#### Benefit Accrued on and After July 1, 2005

Regardless of your Years of Credited Service, the applicable percentage rate if you and your Spouse are the same age is 84%.

The applicable factor will be increased by  $\frac{7}{120}$  of 1% for each complete calendar month that your Spouse is older than you (up to a maximum factor of 99%); or decreased by  $\frac{7}{120}$  of 1% for each complete calendar month that your Spouse is younger than you.

- **Disability Pension**

### 75% Contingent Annuitant Option

If you are eligible for a Disability Pension, the 75% Contingent Annuitant Option will be 78% of the amount payable for your lifetime only, if you and your Spouse are the same age. The factor will be increased by  $\frac{1}{24}$  of 1% for each complete calendar month that your Spouse is older than you (up to a maximum factor of 99%); or decreased by  $\frac{1}{24}$  of 1% for each complete calendar month that your Spouse is younger than you.

### 100% Contingent Annuitant Option

If you are eligible for a Disability Pension, the 100% Contingent Annuitant Option will be 70% of the amount payable for your lifetime only, if you and your Spouse are the same age. The factor will be increased by  $\frac{1}{24}$  of 1% for each complete calendar month that your Spouse is older than you (up to a maximum factor of 99%); or decreased by  $\frac{1}{24}$  of 1% for each complete calendar month that your Spouse is younger than you.

## **DEATH BENEFITS**

### **PRE-RETIREMENT DEATH BENEFITS**

#### **Pre-Retirement Surviving Spouse Pension**

*(Refer to Section 6.05)*

If you are married, a Surviving Spouse Pension protects your Spouse if you should die after you become vested but prior to receiving a pension benefit, provided you have been married for at least one year prior to your death. The Surviving Spouse Pension is then payable for your Spouse's lifetime.

The Surviving Spouse Pension is calculated as though you lived to your earliest possible retirement date, retired on a 50% Husband-and-Wife Pension, and died the next day. However, your Spouse cannot begin receiving payments earlier than the first date on which you would have been eligible to retire had you lived.

Your Spouse may elect in writing to postpone the starting date of the Surviving Spouse Pension to anytime after the day that he or she becomes entitled to receive the pension, but no later than December 1 of the calendar year in which you would have reached age 70-1/2 or, if later, December 1 of the calendar following your death. If your Spouse elects to postpone the starting date of the pension, your Spouse will receive 50% of the amount determined as if you died the day before your Spouse's benefit is to start and had retired on a Husband-and-Wife Pension.

#### **Pre-Retirement Death Benefit**

*(Refer to Section 7.01)*

Your Beneficiary will be entitled to a Pre-Retirement Death Benefit if, at the time of your death:

1. You are a Participant in this Plan (refer to "BECOMING A PARTICIPANT IN THE PLAN"), and
2. You have earned at least 5 Years of Credited Service without a Permanent Break in Service (excluding any Credited Future Service earned in Continuous Non-Covered Employment); and
3. You have earned at least two quarters of Credited Future Service as a result of actual work in Covered Employment.
4. If you die before retirement after July 1, 2013, your last employer was not under the rehabilitation plan Default Schedule and you were not a Vested Inactive Participant.

Your Beneficiary will receive 60 monthly payments, determined in the same manner as your Regular Pension, in accordance with the following schedule:

<b>Years of Credited Service Accumulated to Date of Death</b>	<b>% of Regular Pension Benefit Amount Payable</b>
At least 10	100%
At least 9 but less than 10	90
At least 8 but less than 9	80
At least 7 but less than 8	70
At least 6 but less than 7	60
At least 5 but less than 6	50
Less than 5	0

The Pre-Retirement Death Benefit is not payable to anyone if your surviving Spouse is receiving benefits under a Surviving Spouse Pension.

### **Spouse's Choice of Death Benefits**

In lieu of a Surviving Spouse Pension, your Spouse may elect to receive a Pre-Retirement Death Benefit of 60 monthly payments as described above. Such election must be made by your Spouse in a manner prescribed by the Board of Trustees within 60 days after the day of your death. If no election is made within the 60-day election period, the Trustees may designate the Surviving Spouse Pension as the benefit form to be paid. If your Spouse dies before making an election, a Pre-retirement Death Benefit of 60 monthly payments will be paid to your Beneficiary.

### **HEART Act**

*(Refer to Section 7.09)*

If you die while performing Qualified Military Service, your survivors will be entitled the same death benefits that they would have if you had returned to work and then died while actively working.

## **NAMING A BENEFICIARY**

*(Refer to Sections 7.05 and 7.06)*

### **Pre-Retirement Death Benefits**

If you are not married, you may name anyone as Beneficiary for your Pre-Retirement Death Benefit. You can also change your Beneficiary at any time. If you are married, you must designate your Spouse as Beneficiary, unless your Spouse consents to your election of a non-Spouse Beneficiary, in writing, and witnessed by an authorized Fund representative or Notary Public.

However, if you have named your Spouse as Beneficiary, the designation is automatically canceled if you divorce, unless a Qualified Domestic Relations Order (QDRO) provides otherwise, or you redesignate your ex-spouse as Beneficiary following the divorce. In any case, be certain to submit a new Pension Benefit Beneficiary Designation Form to the Fund Office.

### **Retirement Death Benefits**

If you are not married, you may name anyone as Beneficiary at retirement. However, if you are married at retirement, your Spouse must consent to your election of a non-spouse Beneficiary, in writing, and witnessed by an authorized Fund representative or Notary Public.

### **Lack of a Designated Beneficiary**

If a Beneficiary is not named, or if the named Beneficiary dies before receiving full payment of the benefits due under the Plan, the remaining payments will be payable to your next of kin in the following order:

- your surviving lawful Spouse or registered domestic partner; or if none
- your surviving children, including legally adopted children, in equal shares; or if none
- your surviving grandchildren, including legally adopted grandchildren, in equal shares; or if none
- your surviving parents in equal shares; or if none
- your surviving siblings in equal shares; or if none
- your estate.

---

### **➤ IMPORTANT ◀**

**You should be sure that you have a Pension Benefit Beneficiary Designation Form *on file with the Fund Office* and, if so, that it is up to date. You may obtain a Pension Benefit Beneficiary Designation Form from the Fund Office.**

---

## **AUTOMATIC LUMP-SUM PAYMENT OF BENEFITS**

*(Refer to Sections 6.05.c.(1) and 9.09)*

If you, your Spouse or other payee are entitled to pension benefits whose Actuarial Present Value is \$1,000 or less, after application, the Board of Trustees will automatically pay the benefit in a single lump-sum payment. This payment will represent your full entitlement to benefits under the Plan and upon payment you will cease to be a participant in the Plan.

In addition, as lump-sum payments are subject to 20% income tax withholding rules, you or your spouse will also be given the option of rolling over the lump-sum payment to an IRA or eligible retirement plan, thereby deferring payment of income taxes. You will be given information concerning rollovers when you apply for benefits.

## **QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs)**

*(Refer to Section 9.17)*

If you become divorced, the benefits you earned while you were married may be divided as part of your marital settlement. Dividing your pension with a former Spouse requires a special court order called a Qualified Domestic Relations Order (QDRO). It is recommended that you contact the Fund Office regarding the Plan's procedures for processing QDROs.

A QDRO is a judgment, decree, or order pursuant to state law relating to child support, alimony, or marital property rights directing that all or part of a Participant's benefit be paid to an Alternate Payee. A QDRO must meet the detailed requirements set forth in Federal Law.

The QDRO must be delivered to the Plan before payments can be made to an Alternate Payee and the Plan will approve the Order if it clearly specifies:

- The name and mailing addresses of the Participant and each Alternate Payee covered by the order;
- The amount or formula for determining the amount payable to each Alternate Payee;
- The number of payments or period to which the order applies; and
- The name of the Plan to which the order applies.

The order cannot require the Plan to:

- Provide any type or form of benefit not otherwise provided under the Plan;
- Provide an increased benefit determined on the basis of actuarial equivalence;
- Pay benefits in conflict with a previously issued QDRO; and
- Begin payment of benefits before the Participant is eligible for a pension.

You may request a copy of the Plan's QDRO procedures and sample forms from the Fund Office. They will be provided to you without charge.



## **APPLYING FOR BENEFITS, EFFECTIVE DATES, & MISCELLANEOUS PROVISIONS**

### **APPLYING FOR BENEFITS**

*(Refer to Section 9.01 and 9.02)*

#### **How to Apply for Benefits**

To apply for your pension, you must request an application from the Fund Office or the OE Local 3 Office nearest you. You can also obtain an application by visiting [oe3trustfunds.org](http://oe3trustfunds.org). The form, with instructions for completing it, will be mailed to you. Be sure to send the application, and any other documents needed (such as proof of age for yourself and your Spouse and proof of marriage) to the Fund Office so that it arrives before the month in which benefit payments are due to begin. In most cases, *three* months are required to process an application. Pension benefits will not be retroactive to a date prior to the earlier of (1) your Pension Effective Date (see “Pension Effective Dates” section below), (2) your Normal Retirement Age, or the date payments are to be made with respect to a Disability Pension.

If you are applying for a Disability Pension, you must submit proof that you have been granted a Social Security Disability Award, as described in the section entitled “A Disability Pension”. You should indicate on your pension application whether you have applied for a Social Security disability benefit. Once you are awarded a Social Security disability benefit, you should send the notice of entitlement to the Fund Office within 1 year after you receive it, in order to have your Disability Pension begin as early as possible.

*NOTE:* Additional information requested to complete the process of your application must be submitted to the Fund Office within one year from the date your application was originally received by the Fund Office. If the information is not received within one year from that date, the application process will **stop** and you will later be required to reapply as if no application had been filed.

#### **Application for Pre-Retirement Death Benefit and Surviving Spouse Pension**

Your Beneficiary must file an application with the Fund Office for these benefits on a form furnished by the Fund. The application should be secured from the Fund Office right after your death in order that payment may begin as soon as possible.

Before the Fund Office can make pre-retirement death benefit payments, it is necessary to verify the amount of your Credited Past Service (service for periods prior to your Contribution Date). Because it is necessary to secure proof of employment for the period before contributions began, it may take 60 days or more after Pre-Retirement Death Benefit or Surviving Spouse Pension application is filed to process the claim.

## PENSION EFFECTIVE DATES

*(Refer to Sections 1.21 and 9.01)*

Pensions are usually effective on the first day of the month after the pension application is filed with and received by the Fund Office. This date is known as the Pension Effective Date. For example, if you want your pension benefits to begin on July 1, your application must be received at the Fund Office by June 30.

If you file an application and your notice of entitlement to a Social Security Disability Benefit no later than 1 year after the determination date shown on the Social Security Administration notice, Disability Pension payments will begin with the seventh calendar month of disability. Otherwise, payments will not begin until the first of the month after you file the notice and the Disability Pension application with the Fund Office.

In any event, if you are eligible for a Regular Pension, but delay filing a pension application and retire some time after you reach age 65, you may be entitled to back payments or an actuarial increase in your monthly benefit. You will receive the missed pension payments from the 60th day after the close of the calendar year in which you reached age 65 or retired, whichever is later. However, no back payments will be made for periods during which you worked in the type of “suspendible” employment described under the section entitled “Retirement”.

You may elect, in writing, filed with the Board of Trustees, to postpone payment of benefits to a later month, provided that the election does not postpone the commencement of your benefits to a date later than your Required Beginning Date. Your Required Beginning Date (***the latest date that payment of your pension benefits can begin***) is the April 1 following the calendar year in which you attain age 70½ if you have stopped working in Covered Employment. If you are working in Covered Employment at the time you attain age 70½, you will be given the choice of starting the payment of your pension benefits on the April 1 following the calendar year in which you attain age 70½ (even if you are still working in Covered Employment at that time) or deferring your Required Beginning Date until the first of the month following the month in which you stop working in Covered Employment.

If you do not apply for pension benefits prior to the April 1 following the calendar year in which you attain age 70½, you will be considered to have chosen to defer receiving pension benefits until after you stop working in Covered Employment.

If you continue to work in Covered Employment beyond April 1 of the calendar year following the calendar year in which you attain age 70½, you shall be deemed to have elected to defer your Required Beginning Date beyond that date.

## MISCELLANEOUS PROVISIONS

### **Income Tax Withholding - General**

In conformance with federal and state tax regulations, when you retire you will be asked to elect the amount of income taxes you wish to have withheld from your monthly pension payment. You may elect to have no taxes withheld.

In making your decision about whether or not to have taxes withheld from your retirement benefit, you should be aware that if your total income is high enough to require you to pay income taxes, and if sufficient taxes are not withheld from your retirement benefits, you may be responsible for payment of estimated tax and you could incur tax penalties.

You can change your tax withholding election by notifying the Fund Office in writing. Federal and state withholding election forms are also available at the Fund Office. To change your tax withholding, you should file your request at least one month in advance of when you want the change to be effective.

Each year, you will receive Form 1099-R from the Fund Office. Form 1099-R indicates the amount of retirement benefit income you received for the year and the amount of income tax withheld.

**To determine the best way for you to receive payment of your retirement benefits and the tax consequences of the retirement benefits you receive, it is a good idea to consult a qualified tax advisor.**

### **Eligible Rollovers**

Certain payment forms available to you, as a Participant, or to your surviving Spouse (e.g., lump sum cashouts, Pre-Retirement Death Benefit) are considered “eligible rollover” distributions. Regular monthly payments, however, are not eligible rollovers. Under provisions of the Internal Revenue Code, such distributions may be paid as a “direct rollover” to an eligible retirement plan or IRA. If the distribution is not rolled over, the Fund is required to withhold 20% of the payment for federal income tax purposes. The withheld amount is applied towards your income tax liability for the year. In some instances, payments that are not rolled over may also be subject to penalty taxes.

Information concerning eligible rollovers and your options will be provided to you or your surviving Spouse when benefits become payable.

Additional information concerning tax withholding on distributions will be given to you at the time of retirement.

**To determine the best way for you to receive payment of your retirement benefits and the tax consequences of the retirement benefits you receive, it is a good idea to consult a qualified tax advisor.**

**Benefit Limitations**

*(Refer to Article X and Section 15.02)*

Under Section 415 of the Internal Revenue Code, the IRS has established specific limits on the amount of benefits that can be paid to a Participant from a tax qualified retirement plan. As a result, the total benefits payable to you on an annual basis from this Plan and any other Employer plans combined may be reduced. You may be requested to provide information regarding any participation in other retirement plans, as well as copies of Annual Wage and Tax Statements (W-2 Forms) for certain periods. You will be given complete information when you apply for benefits.

## CLAIMS AND APPEALS PROCEDURES

*(Refer to Section 9.04)*

### **Filing a Claim**

Your claim will be considered filed when your application is received by the Fund Office, even if all information necessary to make a benefit determination does not accompany your application. If all necessary information does not accompany your application, the Fund Office will notify you, in writing, of:

1. The standards on which entitlement to benefits is based;
2. The unresolved issues that prevent a decision on the claim; and
3. The additional information needed to resolve those issues.

### **Determining Initial Claim**

Benefits Other than Disability Grace Periods Described in Subsections 5.06.e.(1) and 5.06.g. of the Plan<sup>1</sup>:

The initial determination of benefits will be made within a reasonable period of time but not longer than 90 calendar days after the Fund Office receives your application for benefits and all required information. (If all the required information is not received with your application, the 90-day period for making the initial determination will be suspended during the time you are obtaining the additional information.)

If the Fund Office determines that special circumstances require an extension of time for processing the claim, the Fund Office will notify you, in writing, prior to the expiration of the 90 days of the circumstances requiring the extension of time and the date by which the Plan expects to make a determination. The extension cannot be more than 90 calendar days from the end of the initial 90-day period.

**If an application for benefits is not acted on within these time periods, you may proceed to the appeal procedures as if the claim had been denied.**

---

<sup>1</sup> The *grace periods* for periods of totally disability from work as an Operating Engineers (Subsections 5.06.e.(1) and 5.06.g.) are based on a determination of disability made by the Board of Trustees. In each case, medical evidence is required as proof of disability.

### Disability Benefits Under Subsections 5.06.e.(1) and 5.06.g. of the Plan:

The initial determination of benefits will be made within a reasonable period of time but not longer than 45 calendar days after the Fund Office receives your application for benefits and all required information. (If all the required information is not received with your application, the 45-day period for making the initial determination will be suspended during the time you are obtaining the additional information.)

The initial 45-day period may be extended for up to 30 calendar days, to a total of 75 calendar days, if an extension of time is necessary due to matters beyond the Plan's control. The Fund Office will notify you, in writing, prior to the expiration of the initial 45-day period of the circumstances requiring the extension of time and the date by which the Plan expects to make a determination.

If the Plan needs a second extension of time to make a determination due to circumstances beyond its control, you will be notified of an extension of up to 30 calendar days, or a maximum of 105 calendar days after the initial receipt of your application. Before the end of the first 30-day extension period, the Fund Office will notify you, in writing, of the circumstances requiring the extension and will give you the new date by which a determination will be made.

### **Notice of Claim of Denial**

If the Plan denies your application for benefits, in whole or in part, you will be notified in writing of the determination and be given the opportunity for a full and fair review of the benefit decision. The written notice of denial will include:

1. The specific reason(s) for the denial;
2. The specific reference to pertinent Plan provision(s) on which the denial is based;
3. A description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary;
4. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your rights to bring civil action under Section 502(a) of ERISA following an adverse benefit determination on review; and
5. For a claim for disability benefits under Subsections 5.06.e.(1) or 5.06.g. of the Plan, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, a statement that such rule, guideline, protocol or other similar criterion was relied upon and that a copy of that document will be provided to you free of charge upon request.

## **Right to Appeal**

If you apply for benefits and your claim is denied, or if you believe that you did not receive the full amount of benefits to which you are entitled, you have the right to petition the Board of Trustees for reconsideration of its decision. Your petition for reconsideration:

1. Must be in writing; and
2. Must state in clear and concise terms the reason(s) for your disagreement with the decision of the Board of Trustees; and
3. May include documents, records, and other information related to the claim for benefits; and
4. Must be filed by you or your authorized representative with the Fund Office within 60 days after you received notice of denial. In the case of a claim for disability benefits under Subsection 5.06.e.(1) or 5.06.g. of the Plan, your petition for reconsideration must be filed with the Fund Office within 180 days after you received notice of denial. Failure to file an appeal within the time limit will constitute a waiver of your rights to a review of the denial of your claim. A late application for review may be considered if the Board of Trustees finds that the delay in filing was for reasonable causes.

Upon request, you will be provided, free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits; including, in the case of a claim for disability benefits under Subsection 5.06.e.(1) or 5.06.g. of the Plan, any statement of policy or guidance with respect to the Plan concerning the denial of such disability benefits, without regard to whether such advice or statement was relied upon in making the benefit determination.

## **Review of Appeal**

A properly filed appeal will be reviewed by the Appeals Committee of the Board of Trustees within a reasonable period of time but not longer than 60 calendar days after the receipt of your appeal (45 calendar days after the receipt of your appeal for disability benefits under Subsection 5.06.e.(1) or 5.06.g. of the Plan). If special circumstances require an extension of time, you will be notified, in writing, prior to the expiration of the 60 days (45 days for disability benefits under Subsection 5.06.e.(1) or 5.06.g. of the Plan) of the circumstances requiring the extension of time and the date by which the Board of Trustees expects to make a determination. The extension cannot be longer than 60 calendar days from the end of the initial 60 days. In the case of a determination regarding disability benefits under Subsection 5.06.e.(1) and 5.06.g. of the Plan, the extension cannot be longer than 45 days from the end of the initial 45 days.

The Appeals Committee will review all submitted comments, documents, records and other information related to your claim, regardless of whether the information was submitted or considered in the initial benefit determination. The Appeals Committee will not give deference to the initial adverse benefit determination.

In deciding an appeal that is based in whole or in part on a medical judgment, the Appeals Committee will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional shall not be an individual who was consulted in connection with the initial adverse benefit determination, nor with the subordinate of that individual.

You will receive written notification of the benefit determination that will include the reason(s) for the determination, including references to the specific Plan provisions on which the determination is based. The written notification will also include a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits. The written notification of an adverse benefit determination in regard to disability benefits under Subsection 5.06.e.(1) or 5.06.g. of the Plan will also include the specific rule, guideline, protocol or other similar criterion relied upon in making the adverse determination.

**The denial of a claim to which the right to review has been waived, or a decision of the Board of Trustees or its designated committee with respect to a petition for review, is final and binding upon all parties, subject only to any civil action you may bring under ERISA. Following issuance of the written decision of the Appeals Committee on an appeal, there is no further right of appeal to the Board of Trustees or right to arbitration.**



## **RETIREMENT, WORKING AFTER RETIREMENT, & SUSPENSION OF BENEFITS**

### **RETIREMENT**

*(Refer to Section 9.11)*

In order to receive monthly pension payments from this Plan, you must be retired and not work during any calendar month in the type of employment described below. You may, however, work at any other type of job without having your pension payments stopped. The type of employment allowed depends on the type of suspendible service being performed and your age.

- “Suspendible Covered Service” means any employment or self-employment for wages or profit in a trade or craft which:
  - Uses a skill or skills for which contributions are payable to the Plan under a collective bargaining agreement, or
  - Uses a skill or skills relating to selling, retailing, managerial, clerical or professional occupations for which contributions to the Plan had been made on your behalf
- “Suspendible Noncovered Service” means employment or self-employment for wages or profit in a trade or craft which:
  - Uses a skill or skills related to selling, retailing, managerial, clerical or professional occupation for which contributions to the Plan had not been made on your behalf, or
  - Supervisory services related to a skill or skills covered under Suspendible Covered Service but for which no contributions are payable to the Plan
- Without limitation, the above categories include safety officers, estimators, supervisors, superintendents, project managers, consultants, inspectors, team leaders and similar jobs by whatever name is used to describe them.

#### **Before Normal Retirement Age**

To be considered retired before Normal Retirement Age (age 65), you must withdraw completely and refrain from any employment or self-employment for wages or profit anywhere:

- in an industry in which Employees were employed and accrued benefits under this Plan at the time your pension began or would have begun if you had not remained in or returned to such employment (For Pension Effective Dates after July 1, 2013, this includes any type of work in the Building and Construction Industry during your first five years of retirement); and
- in Suspendible Covered Service whenever the benefits were accrued, or

- For Pension Effective Dates before July 1, 2013, in Suspendible Noncovered Service with respect to benefits accrued after July 1, 2008 and before January 1, 2012 during your first year of retirement, or
- For Pension Effective Dates before July 1, 2013, in Suspendible Noncovered Service with respect to benefits accrued after January 1, 2012 during your first five years of retirement.
- For Pension Effective Dates on or after July 1, 2013, whenever the benefits were accrued, in Suspendible Noncovered Service during your first five years of retirement in any type of service in the Building and Construction Industry.

As an example, certain former operators who become safety officers for their employer may receive both a salary as a safety officer and a monthly pension. Benefits earned before July 1, 2008 are payable immediately upon early retirement, and benefits earned on and after July 1, 2008 become payable 12 months after retirement prior to Normal Retirement Age. Any benefits earned on and after January 1, 2012 will not be paid to such a person during the first five years after his retirement prior to Normal Retirement Age.

#### **After Normal Retirement Age and Before the Required Beginning Date**

To be considered retired after Normal Retirement Age (age 65) and before the Required Beginning Date, you must refrain from employment or self-employment for wages or profit of 40 hours or more during a calendar month (or during any 4- or 5-week payroll period ending in a calendar month):

- in the states of California, Hawaii, Nevada, or Utah; and
- in an industry in which Employees were employed and accrued benefits under this Plan at the time your pension began or would have begun if you had not remained in or returned to such employment; and
- in Suspendible Covered Service.

#### **After the Required Beginning Date**

After the Required Beginning Date, there are no restrictions on the type, duration, or location of the work you may perform and continue to receive your pension benefits.

#### **Retirement of an Owner or Partial Owner of a Company that is a Contributing Employer**

If you are receiving a Regular, Early Retirement, or Service Pension and you are an owner or partial owner of a company that is a Contributing Employer currently making Contributions to this Plan, you may work for that Contributing Employer and still be considered retired, provided that you are not employed in the type of work for which Contributions are payable to this Plan.

## **WORKING AFTER RETIREMENT & SUSPENSION OF BENEFITS**

*(Refer to Section 9.12)*

Following retirement, your benefits will be suspended for any month in which you become employed in the following types of employment:

### **Before Normal Retirement Age**

If you are a Pensioner younger than Normal Retirement Age, your pension payments will be withheld for each month during which you work in prohibited employment. (Prohibited employment is described under the section entitled “RETIREMENT.”) Your pension payments will also be suspended for an additional ***three months*** after your prohibited employment ends, unless you were receiving a Disability Pension prior to your return to work. If you fail to notify the Fund Office of your return to work within *15 days*, as required, it could result in an additional suspension period of *12 months for a total of up to 15 months* in all.

When you retire again, you shall be granted a ***one-time*** waiver of the additional three month suspension rule, if you meet the following requirements:

- your return to work in prohibited employment began on or after January 1, 1993, and
- you earned at least two Years of Credited Service during the period of re-employment, or worked for at least 24 consecutive months before retiring again.

### **After Normal Retirement Age and Before the Required Beginning Date**

If you are a Pensioner between Normal Retirement Age and the Required Beginning Date, your pension payments will be suspended for the months during which you are employed for 40 hours or more as described under the “RETIREMENT” section above. If you fail to notify the Fund Office of your return to work within 15 days, as required, the Board of Trustees shall presume that you worked at least 40 hours in that month and each month following, unless and until you provide evidence to the contrary.

#### **Notification of Return to Work**

**If you are retired and take a job of the type described in the “RETIREMENT” section above, you must notify the Fund Office in writing, within *15 days* after you start work, and your benefits will be suspended. Furthermore, as a condition to receiving future payments, you must furnish upon request such information as the Plan requires to verify your continuing eligibility. If you fail to notify the Fund Office when you work in prohibited employment, the Plan will presume that you worked a period exceeding the Plan’s minimum number of allowable hours for each month, unless and until you provide evidence to the contrary.**

**If your payments are suspended, you will be given notice by the Plan of such suspension and the specific reasons relating to the suspension.**

## **After Age 70-1/2**

Beginning with the April 1 immediately following the calendar year in which you attain age 70-1/2, you will continue to receive your pension payments from this Plan during any period of employment, even if you become employed in the type of work otherwise prohibited by the Plan rules. If you earn additional benefits, your pension will be adjusted at the end of each calendar year to include any additional benefit accruals earned while working. The additional benefit accruals will be payable as of the following February 1st.

## **Exception to Suspension Rule**

If the applicable Collective Bargaining Agreement provides for work after retirement (by a pensioner) without suspension of pension benefits, a pensioner may return to work provided he:

- does not live in Hawaii and will be performing work only during the months of April through November of any calendar year, or lives in Hawaii and will be performing work during any calendar month, and
- complies with any and all terms, conditions, and provisions for the pensioner to participate in any retiree work addendum existing under the applicable Collective Bargaining Agreement.

A Pensioner may also return to work, without suspension of pension benefits, to pursue employment by the Foundation for Fair Contracting in accordance with the terms, conditions, and provisions governing such employment established by the collective bargaining parties.

## **Requests for Status Determination**

If you would like a determination of whether specific contemplated employment is prohibited under the Plan, you may make this request to the Board in writing. If you believe your benefits should not have been suspended, you may petition the Board of Trustees, in writing, for a review of your claim through the appeals procedure described in the section entitled "CLAIMS AND APPEALS PROCEDURES" and in Section 9.04 of the Pension Plan.

## **Pension Payments Following Suspension and Benefits Accrued After Retirement**

*(Refer to Sections 9.07 and 9.14)*

Upon re-retirement, benefits shall be resumed with payment beginning no later than the third month after the last calendar month for which benefits were suspended, provided you have complied with the notification requirements described above. When resumed after suspension, the pension earned prior to the suspension shall be in the same payment form and amount received prior to suspension.

A Pensioner who returns to work in Covered Employment may be entitled to receive additional pension benefits when he retires again based on any additional benefits earned during the period he returned to Covered Employment. The additional pension benefits earned may have a separate Pension Effective Date with respect to the election of any payment options available under the Plan as described below.

The additional benefits earned will be determined as of the date the Pensioner retires again. If the Pensioner was:

- *Younger than age 65* when his pension first started, he may elect to receive the additional benefits in any payment form provided by the Plan.
- *Age 65 or older* when he last retired, if payments were not suspended the payment form elected at that time shall govern any additional benefits earned through reemployment after that date and will be payable effective February 1 of each year. If payments were suspended, the additional benefits will be paid as a new benefit when the Participant re-retires.

If the actuarial value of the additional benefits is \$1,000 or less, then the Board of Trustees will pay the additional benefits in a lump-sum payment.

**Additional Rules for Retired Participants Who Return to Work on or after July 1, 2013**  
(Refer to Section 3.18)

For Participants who retire on an Early or Regular Pension before age 65 on or after April 1, 2013 and before July 1, 2013, if they return to work in either (a) any industry covered by the Plan, or (b) in the building and construction industry or related industries such as material suppliers, in addition to having their benefits suspended, as detailed above, the following provisions will apply:

- If the Participant returns to work within 24 months of his Pension Effective Date, upon recommencement of his Early or Regular Pension, his benefit will be recalculated as if the terms of this Rehabilitation Plan had been in effect on his Pension Effective Date, and benefits earned while retired will be added to this recalculated amount, even if this results in benefit payments that are lower than what he was receiving as of his initial Pension Effective Date.
- If the Participant returns to work 24 or more months after his Pension Effective Date, upon recommencement of his Early or Regular Pension, his benefit will be recalculated as if the terms of this Rehabilitation Plan had been in effect on his Pension Effective Date, and benefits earned while retired will be added to this recalculated amount, however, his benefit payments will not be reduced below the level he was receiving upon his initial Pension Effective Date.

**Recovery of Overpayments**  
(Refer to Subsection 9.12.f.)

If you retire and receive pension payments for any month during which you engaged in prohibited employment, after the period of suspension, the Fund will recover the amount of such overpayments by offsetting the amount of your monthly pension payments until such overpayment is totally recovered. The first deduction may be up to 100% of the first payment due or the full overpayment amount, whichever is less. Thereafter, the deduction will not exceed 25% of the monthly pension amount.

If you die before recoupment of overpayments has been completed, deductions will be made from the benefits payable to your Beneficiary, subject to the 25% limitation on the rate of deduction, if you were over age 65 at the time the suspension ended.

## **PLAN AMENDMENTS**

*(Refer to Article XIV)*

The Board of Trustees may amend or modify the Plan at any time in accordance with the provisions of the Trust Agreement. However, no amendment or modification may decrease the previously accrued benefit of any Participant.

## **SOME QUESTIONS AND ANSWERS ABOUT THE PENSION PLAN**

### **WHO ADMINISTERS THE PLAN?**

The Board of Trustees consisting of an equal number of employee and employer representatives in accordance with the law.

### **WHO IS COVERED BY THE PLAN?**

Employees of contributing employers who work under Collective Bargaining Agreements with Local Union No. 3 of the International Union of Operating Engineers or who perform work for OE Local Union No. 3 or affiliated entities for which contributions are made to the Fund, are covered by the Plan. The term "Employee" does not include any self-employed person, whether as a sole proprietor or a partner.

### **DO THE PENSION BENEFITS PROVIDED BY THIS PLAN AFFECT SOCIAL SECURITY BENEFITS IN ANY WAY?**

No. The benefits payable under this Plan are in addition to any benefits paid under Social Security.

### **MAY PENSION BENEFITS BE ASSIGNED?**

No, except to the extent provided in a qualified domestic relations order (QDRO) resulting from marriage dissolution proceedings.

### **ARE PLAN DOCUMENTS AVAILABLE TO PARTICIPANTS AND BENEFICIARIES?**

Yes. Copies of the Trust Agreement, Pension Plan (with any subsequent Amendments), Rehabilitation Plan, and an Annual Funding Notice (AFN) are available for inspection at the Fund Office during regular business hours (Monday-Friday from 9:00 a.m. to 5:00 p.m.) and, upon written request, will be furnished by mail.

The Fund Office is required to send a Annual Funding Notice (AFN) every year to each Participant. While this mailing is automatic, Participants may request an additional copy if misplaced. The Summary Plan Description (SPD) and any Participant notices based on Plan amendments will be mailed when published.

In addition, copies of the Collective Bargaining Agreements and a full annual report (Form 5500) are available for inspection at the Fund Office during regular business hours and, upon written request, will be furnished by mail upon payment of reasonable charges. You should, therefore, find out what that charge will be before writing and asking for copies of these documents.

# APPENDIX

## Operating Engineers Local Unions Affiliated with Pension Funds Signatory to The International Union of Operating Engineers Pension Reciprocity Agreement

Local Union	Local Union	Local Union	Local Union	Local Union
1	68	280	471	714
2	71	286	474	756
3	77	302	478	758
4	80	310	497	793
6	87	312	500	819
7	94	317	501	824
9	95	318	513	825
12	98	320	537	832
14	99	324	542	835
15	100	347	544	841
16	101	369	545	846
17	103	370	547	877
18	106	375	571	893
20	115	382	589	900
25	120	387	612	907
30	132	399	624	912
34	137	400	627	917
36	138	406	647	925
37	139	410	649	926
38	147	428	660	927
39	150	450	669	948
49	158	463	670	953
50	181	465	673	955
57	226	466	675	965
66	234	470	701	



<p><b>INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974</b></p>
---

1. The Plan is administered and maintained by the Joint Board of Trustees.

The Board of Trustees is the Plan Administrator. This means that the Board of Trustees is responsible for seeing that information regarding the Plan is reported to government agencies and disclosed to Plan Participants and Beneficiaries in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). The Board of Trustees employs Associated Third Party Administrators to provide day-to-day administrative services to the Plan.

The Fund Office is located at:

Board of Trustees c/o Associated Third Party Administrators  
1640 South Loop Road  
Alameda, California 94502  
(510) 433-4422  
(510) 271-0222

2. The Fund Office will provide any Plan Participant or Beneficiary, upon written request, information as to whether a particular employer is contributing to this Fund with respect to the work of Participants in the Fund and if the employer is a contributor, the employer's address.
3. The Employer Identification Number (EIN) issued to the Board of Trustees by the Internal Revenue Service is 94-6090764. The Plan number is 001.
4. This is a defined benefit pension plan.
5. The designated agent for service of legal process is:

Associated Third Party Administrators  
1640 South Loop Road  
Alameda, California 94502  
(800) 251-5014

Service of legal process may also be made on the Board of Trustees at the address shown above.

6. The names, titles, and addresses of the Trustees are shown on the inside front cover.
7. The Plan is maintained pursuant to various Collective Bargaining Agreements. Copies of the Collective Bargaining Agreements are available for inspection at the Fund Office during regular business hours (Monday-Friday 9:00 a.m. to 5:00 p.m.) and, upon written request,

will be furnished by mail. A copy of any Collective Bargaining Agreement which provides for contributions to this Plan will also be available for inspection within 10 calendar days after written request at any of the Local Union No. 3 Offices or at the office of any contributing employer to which at least 50 Plan Participants report each day.

8. All contributions to the Fund are made by contributing employers in accordance with Collective Bargaining Agreements in force with Local Union No. 3 of the International Union of Operating Engineers at fixed rates per hour.

The Trust Agreement provides that Individual Employers shall not be required to make any further payments or contributions to the cost of operation of the Fund or of the Plan, except as may be provided in the Collective Bargaining Agreements, subscriber agreements, the Trust Agreement, or Federal law.

9. Benefits are provided directly from the Fund's assets which are accumulated under the Trust Agreement and held in custody by the corporate co-trustee.
10. The date of the end of the Fund's fiscal year is December 31.
11. The Plan's Normal Retirement Age is the later of age 65, or the age of the Participant on the fifth anniversary of his participation, disregarding participation before January 1, 1989; or the later of age 65 or the age of the Participant on the tenth anniversary of his participation.
12. The procedure for applying for benefits is described in the "Applying for Benefits" section of this booklet and the procedure for appealing the denial of a benefit claim is set forth in the "Notice of Claim Denial" section of this booklet.

### **13. Guaranty of Benefits Under Federal Law**

The Board of Trustees intends to continue this Plan indefinitely. If, for any reason, the Plan should be terminated, you will have a 100% vested interest in your Normal Retirement Benefit to the extent benefits are funded by the assets in the Plan termination.

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

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

The maximum benefit that the PBGC guarantees is set by law. Only vested benefits are guaranteed. Specifically, the PBGC guarantees a monthly benefit payment equal to 100 percent of the first \$11 of the Plan's monthly benefit accrual rate, plus 75 percent of the next \$33 of the accrual rate, times each year of credited service. The PBGC's maximum guarantee, therefore, is \$35.75 per month times a participant's years of credited service.

*Example 1:* If a participant with 10 years of credited service has an accrued monthly benefit of \$500, the accrual rate for purposes of determining the PBGC guarantee would be determined by dividing the monthly benefit by the participant's years of service ( $\$500/10$ ), which equals \$50. The guaranteed amount for a \$50 monthly accrual rate is equal to the sum of \$11 plus \$24.75 ( $.75 \times \$33$ ), or \$35.75. Thus, the participant's guaranteed monthly benefit is \$357.50 ( $\$35.75 \times 10$ ).

*Example 2:* If the participant in Example 1 has an accrued monthly benefit of \$200, the accrual rate for purposes of determining the guarantee would be \$20 (or  $\$200/10$ ). The guaranteed amount for a \$20 monthly accrual rate is equal to the sum of \$11 plus \$6.75 ( $.75 \times \$9$ ), or \$17.75. Thus, the participant's guaranteed monthly benefit would be \$177.50 ( $\$17.75 \times 10$ ).

The PBGC guarantees pension benefits payable at normal retirement age and some early retirement benefits. In calculating a person's monthly payment, the PBGC will disregard any benefit increases that were made under the plan within 60 months before the earlier of the plan's termination or insolvency (or benefits that were in effect for less than 60 months at the time of termination or insolvency). Similarly, the PBGC does not guarantee pre-retirement death benefits to a spouse or beneficiary (e.g., a qualified pre-retirement survivor annuity) if the participant dies after the plan terminates, benefits above the normal retirement benefit, disability benefits not in pay status, or non-pension benefits, such as health insurance, life insurance, death benefits, vacation pay, or severance pay.

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

#### **14. Statement of ERISA Rights**

As a Participant in the Pension Trust Fund for Operating Engineers, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

##### **Receive Information About Your Plan & Benefits**

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

Obtain, upon written request to the Fund Manager, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements,

copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Fund Manager is required by law to furnish each Participant with a copy of the Annual Funding Notice, which provides a summary of the annual financial report.

Obtain, upon written request to the Fund Manager, a copy of the plan's funding improvement plan or rehabilitation plan, adopted under section 305 of ERISA and the actuarial and financial data that demonstrate the actions taken by the Plan toward fiscal improvement.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (65) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

### **Prudent Actions by Plan Fiduciaries**

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

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Fund Manager to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you

lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Fund Manager. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Fund Manager, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or:

The Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue N.W.  
Washington, D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration (“EBSA”). For single copies of publications, contact the Employee Benefits Security Administration Brochure Request Line at 800-998-7542 or contact the EBSA field office nearest you. You may also find answers to your Pension Plan questions at the website of the EBSA at <http://www.dol.gov/ebsa/>.

**Text of the**  
**PENSION PLAN FOR THE**  
**PENSION TRUST FUND FOR**  
**OPERATING ENGINEERS**  
**PENSION PLAN**

**April 1, 2014 Restatement**



**PENSION PLAN  
FOR THE  
PENSION TRUST FUND FOR OPERATING ENGINEERS  
April 1, 2014 Restatement**

*Table of Contents*

	<b>Page</b>
<b>ARTICLE I. DEFINITIONS .....</b>	<b>79</b>
<b>ARTICLE II. PARTICIPATION .....</b>	<b>90</b>
<b>ARTICLE III. PENSION ELIGIBILITY AND AMOUNTS .....</b>	<b>91</b>
<b>ARTICLE IV- A. PRO-RATA PENSIONS .....</b>	<b>129</b>
<b>ARTICLE IV- B. SPECIAL PRO-RATA PENSIONS .....</b>	<b>131</b>
<b>ARTICLE V. ACCUMULATION OF YEARS OF CREDITED SERVICE AND PENSION CREDIT .....</b>	<b>133</b>
<b>ARTICLE VI. HUSBAND-AND-WIFE PENSION AND SURVIVING SPOUSE PENSION .....</b>	<b>146</b>
<b>ARTICLE VII. DEATH BENEFITS .....</b>	<b>153</b>
<b>ARTICLE VIII. LEVEL INCOME OPTION .....</b>	<b>162</b>
<b>ARTICLE IX. APPLICATIONS, BENEFIT PAYMENTS AND RETIREMENT .....</b>	<b>164</b>
<b>ARTICLE X. MAXIMUM BENEFITS .....</b>	<b>183</b>
<b>ARTICLE XI. SPECIAL PROVISIONS FOR ELIGIBLE ROLLOVER DISTRIBUTIONS .....</b>	<b>188</b>
<b>ARTICLE XII. MISCELLANEOUS .....</b>	<b>190</b>
<b>ARTICLE XIII. CONTINGENT TOP-HEAVY RULES .....</b>	<b>191</b>
<b>ARTICLE XIV. AMENDMENT .....</b>	<b>196</b>
<b>ARTICLE XV. AMENDMENTS TO COMPLY WITH EGTRRA .....</b>	<b>197</b>
<b>ARTICLE XVI. EMPLOYER WITHDRAWAL LIABILITY .....</b>	<b>202</b>
<b>ARTICLE XVII. REQUIRED MINIMUM DISTRIBUTIONS .....</b>	<b>206</b>
<b>APPENDIX .....</b>	<b>213</b>





**PENSION PLAN  
FOR THE  
PENSION TRUST FUND FOR OPERATING ENGINEERS  
APRIL 1, 2014 Restatement**

This document sets forth the Rules and Regulations of the Pension Trust Fund for Operating Engineers effective July 1, 2013. Employees who terminated participation under the Plan prior to July 1, 2013 or the effective date of the subsequent Amendments will have their eligibility for and amount of benefits determined based upon the Rules and Regulations in effect on the date of termination. This document constitutes an amendment, restatement and continuation of the Plan. This restated Plan is intended to comply with the Employee Retirement Income Security Act of 1974 and with the requirements for tax qualification under the Internal Revenue Code and all pertinent regulations and is to be interpreted and applied consistent with that intent.

**ARTICLE I. DEFINITIONS**

Unless the context or subject matter otherwise requires, the following definitions will govern in the Plan:

**Section 1.01.** For determinations for any Pension Effective Date that is on or after January 1, 2000, unless otherwise specified in the Plan, "Actuarial Present Value" means:

a. For purposes of calculating the value of a lump sum:

- (1) The "applicable mortality table" for a year is the table prescribed for use in that year in Regulations under Code Section 417(e) and which until modified or superseded, is the 1983 Group Annuity Mortality Table (with blended factors assuming 50% male and 50% female lives) as set forth in Revenue Ruling 95-6, and
- (2) The "applicable interest rate" is, for a year, the annual rate of interest on 30-year Treasury securities as specified by the commissioner of Internal Revenue for the November immediately preceding the calendar year that contains the Pension Effective Date.

b. For all other purposes:

- (1) The interest rate assumption will be seven percent (7%) per year.
- (2) Where the Participant is not disabled per Section 3.07, the mortality assumption is the 1971 Group Annuity Mortality Table, weighted as follows:
  - (i) for a Participant's benefit, 100% male and 0% female;
  - (ii) for the benefit of a Participant's Spouse or former Spouse, 0% male and 100% female; and

(iii) in any other case, 50% male and 50% female.

(3) For payment where the Participant is disabled per Section 3.07, the PBGC Mortality Tables for Disabled Lives Eligible for Social Security Disability Benefits weighted according to b.(2) above.

c. For determinations as of any Pension Effective Date that is on or after January 1, 2003, and prior to January 1, 2008, the “applicable mortality table” shall be that described in Section 15.06. For determinations as of any Pension Effective Date that is on or after January 1, 2008, the “applicable mortality table” and the “applicable interest rate” shall be as described in Section 15.07.

“Actuarial Equivalent” means two benefits of equal Actuarial Present Value based on the actuarial factors and assumptions specified in the provision in which the phrase is used or, if not otherwise specified, based on the assumptions described in this Section.

Prior to January 1, 2000, “Actuarial Equivalent” shall be calculated under the provisions of the applicable prior Plan.

**Section 1.02.** “Bargaining Group” means a group of Employees for which the contribution rate to this Fund is the same and for which the Contribution Date, as fixed by this Plan or the Board of Trustees, is the same.

**Section 1.03.** “Beneficiary” means a person (including a trust) designated either by a Participant pursuant to the Plan or by the terms of the Plan who is or may become entitled to a benefit under the terms of the Plan.

**Section 1.04.**

a. “Benefit Rate” means the benefit category applicable to a Participant with a Contribution Date prior to January 1, 1969 in accordance with whichever of the following produces the higher amount:

(1) The highest Contribution Factor which results from a Participant’s most recent month of employment for Contributing Employers prior to January 1, 1969; or

(2) The Contribution Factor applicable to the Bargaining Group in which the Participant worked the greatest number of hours during the period in which he earned the most recent 12 quarters of Pension Credit prior to January 1, 1969. If he earned fewer than 12-quarters of Pension Credit prior to January 1, 1969, the Contribution Factor will be determined under paragraph (1) above.

- b. For Participants with a Contribution Date on or after January 1, 1969, the term “Benefit Rate” means the Contribution Factor applicable to the Bargaining Group in which the Participant was employed when the first Contribution to the Fund was made with respect to his work.

**Section 1.05.** “Board of Trustees” or “Board” means the Board of Trustees as defined in Section 9 of Article I of the Trust Agreement.

“Section 9 of Article I, Trust Agreement. The terms “Board of Trustees” or “Board” mean the Board of Trustees established by this Trust Agreement.”

**Section 1.06.** “Calendar Year” means the 12 month period from January 1 through December 31. For the purposes of ERISA regulations, the calendar year serves as the vesting computation period and the benefit accrual computation period, and after the initial period of employment, the computation period for eligibility to participate in the Plan.

**Section 1.07.** “Collective Bargaining Agreement” means any Collective Bargaining Agreement as defined in Section 1 of Article I of the Trust Agreement.

“Section 1 of Article I, Trust Agreement. The term “Collective Bargaining Agreement” means any written agreement entered into by the Union with any employer as that term is defined in the Labor Management Relations Act, 1947 (26 U.S.C. Section 141 et seq.) covering wages, rates of pay, hours of labor or other conditions of employment of employees represented for the purposes of collective bargaining by the Union or any other labor organization with the approval of the Union, and agreement provides for payments by Contributing Employers into the Pension Trust Fund established by this Trust Agreement.”

**Section 1.08.** “Continuous Non-Covered Employment” means employment for a Contributing Employer after December 1, 1976 in a job not covered by this Plan which is continuous with a Participant’s Covered Employment with the same Contributing Employer. A period of non-covered employment will be considered to be continuous with Covered Employment only if there is no quit, discharge, or other termination of employment between the period of Covered and non-covered employment. “Non-Covered Employment” means work for a Contributing Employer after December 1, 1976, which does not require contributions to this Plan.

**Section 1.09.** “Contribution Date” means January 1, 1958 or a later date as may be fixed by the Board of Trustees for a Bargaining Group.

The Contribution Date to be applied to each Participant is the date applicable to the Bargaining Group in which the Participant was employed when the first Contribution to the Fund was made with respect to his work.

**Section 1.10.** “Contribution Factor” means the hourly contribution rate in effect on October 1, 1969 for a particular Bargaining Group with a Contribution Date prior to January 1, 1969.

For a particular Bargaining Group with a Contribution Date on or after January 1, 1969, the “Contribution Factor” means the hourly contribution in effect on the Bargaining Group’s Contribution Date.

**Section 1.11.** “Contributing Employer” or “Individual Employer” means any Individual Employer as defined in Section 3 of Article I of the Trust Agreement.

“Section 3 of Article I, Trust Agreement. The terms “Individual Employer” or “Contributing Employer” means any person or entity, who or which may be required by any Collective Bargaining Agreement to make payments into the Pension Trust Fund or who does in fact make one or more payments into the Trust Fund. The terms also include the Union, a Joint Labor-Management Fund or Joint Apprenticeship Committee or Committees on which the Union is represented and the Operating Engineers Local Union No. 3 Credit Union. These entities are “Individual Employers” or “Contributing Employers” solely for the purpose of making contributions with respect to its respective Covered Employees and have no other rights or privileges under the Trust Agreement as an Individual Employer or Contributing Employer.”

Except as provided in Article XVI for withdrawal liability purposes, an employer will not be deemed a Contributing Employer simply because it is part of a controlled group of corporations (within the meaning of Section 1563(a) of the Internal Revenue Code, determined without regard to Section 1563(a)(4) and (e)(3)(c)), or a trade or business under common control (within the meaning of Internal Revenue Code Section 414(m), and all other business aggregated with the Employer under Internal Revenue Code Section 414(c).

For purposes of identifying Highly Compensated Employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund but not for determining Covered Employment, the term “Contributing Employer” includes all members of an affiliated service group with the Employer within the meaning of Internal Revenue Code Section 414(m) and all other businesses aggregated with the Employer under Internal Revenue Code Section 414(o).

**Section 1.12.** “Contributory Hours” means hours of work in Covered Employment for which Contributions are made or required to be made to the Fund, or hours credited pursuant to Section 5.05 for periods of absences from Covered Employment due to military service.

**Section 1.13.** “Covered Employment” means work as an “Employee” on a job covered by this Plan.

**Section 1.14.** “Employee” means any Covered Employee as defined in Section 4 of Article I of the Trust Agreement and supervisory personnel covered under the Plan by a Contributing Employer pursuant to a Collective Bargaining Agreement.

“Section 4 of Article I, Trust Agreement. The term “Covered Employee” means:

- a. Any employee of a Contributing Employer whose work or work classification is covered by a Collective Bargaining Agreement, and

- b. All full time paid officers and all employees classified as representatives (regardless of grade), administrative staff specialists, dispatchers and accountants on which the Union pays into this Trust on the same basis as Individual Employers covered by the Master Agreement between the Associated General Contractors of California Inc. and Operating Engineers Local Union No. 3 pay on their employees who are Covered Employees.
- c. All employees of a Joint Labor-Management Fund or Joint Apprenticeship Committee or Committees on which the Union is represented, and all employees of the Operating Engineers Local Union No. 3 Credit Union on which the appropriate Joint Labor-Management Fund or Joint Apprenticeship Committee or Credit Union pay into this Trust on the same basis as the Union pays into this Trust, excluding in the case of a Joint Apprenticeship Committee and the Credit Union those employees covered by a Labor Agreement with a Labor Organization.”

The term “Employee” includes a leased employee of a Contributing Employer who otherwise meets the conditions for participation, vesting and/or benefit accrual under the Fund. A “leased employee” is (1) any person who pursuant to an agreement between the recipient and any other person (“leasing organization”) has performed services for the recipient on a substantially full time basis for a period of at least one year and (2) either (i) on or after January 1, 1997 performs such services under the primary direction or control of the Employer within the meaning of Internal Revenue Code Section 414(n)(2) or (ii) prior to January 1, 1997, performed services of a type historically performed by employees in the business field of the recipient employer, providing further that inclusion of said employees is not a violation of any existing law or regulations.

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

The term “Employee” does not include any self-employed person, whether a sole proprietor or a partner.

**Section 1.15.** “Employer Contribution” or “Contributions” means a Contribution as defined in Section 11 of Article I of the Trust Agreement.

“Section 11 of Article I, Trust Agreement. The term “Contribution” means the payment made or to be made to the Fund by any Individual Employer.”

For purposes of determining the amount of pension benefits under Article III, a Participant shall be credited with Contributions for periods of Qualified Military Service based on the Employer Contribution rate that would have otherwise applied if the Participant had not entered Qualified Military Service, but continued to work in Covered Employment. The hours for such Contributions shall be credited in accordance with Section 5.05. Contributions for Qualified Military Service shall be required to be an expense of the Plan and no additional Employer Contributions shall be required.

**Section 1.16.** “Highly Compensated Employee” means each highly compensated active employee and highly compensated former employee of a Contributing Employer. Whether an individual is a highly compensated employee is determined separately with respect to each Contributing Employer, based solely on that individual’s compensation from or status with respect to that Contributing Employer.

A highly compensated active employee is an employee of the Contributing Employer who performs service for the Contributing Employer during the determination year and who:

- a. During the look-back year received compensation from the Contributing Employer in excess of \$80,000 (as adjusted under Section 414(q) of the Internal Revenue Code) and was one of the top 20 percent (20%) of the employees of the Contributing Employer during the look-back year when ranked on the basis of the compensation during that year.
- b. Is a five percent (5%) owner at any time during the look-back year or the determination year.
- c. The “determination year” is the Plan Year for which the test is being applied, and the “look-back year” is the 12-month period immediately preceding that Plan Year.

A “highly compensated former employee” is an employee who was a Highly Compensated Employee when he or she separated from service or was a Highly Compensated Employee at any time after attaining age 55. The determination of who is a Highly Compensated Employee will be made in accordance with Section 414(q) of the Internal Revenue Code and the regulations thereunder.

For the purpose of this Section 1.16, “Compensation” is amounts defined in Internal Revenue Code Section 3401(a) for purposes of federal income tax withholding at the source determined without regard to limitations relating to the nature or location of employment, plus all other payments for which the employer is required to furnish the employee a written statement under Internal Revenue Code Section 6041(d), Section 6041(a)(3), or Section 6052. Notwithstanding the foregoing, for Plan Years beginning after December 31, 1997, Compensation also includes elective deferrals under Internal Revenue Code Section 401(k), Section 403(b), Section 457, and Section 408(p)(2)(A)(i), and under a simplified pension plan (SEP), savings incentive plan (SIMPLE), Internal Revenue Code Section 125 cafeteria plan or Internal Revenue Code Section 132(f)(4) transportation fringes. Any Compensation paid to a Participant does not fail to be Compensation merely because it is paid after the Participant’s severance from employment with all Employers provided that the Compensation is paid by the later of 2-½ months after severance from employment with all Employers or at the end of the Limitation Year that includes the severance from employment date with all Employers.

**Section 1.17.** “Hours of Service” means each hour for which an Employee is paid or entitled to payment by a Contributing Employer after the Contribution Date, directly or indirectly, excluding any time compensated under a workers’ compensation law or an unemployment compensation law or a plan pursuant to a mandatory disability benefits law, and any hours of non-work time in excess of 501 hours in any continuous period. “Hours of Service” also includes hours for which back pay, irrespective of mitigation of damages, is awarded or agreed to by a Contributing Employer, to the extent that the award or agreement is intended to compensate an Employee for periods during which the Employee would have been engaged in the performance of duties for the Contributing Employer. Two periods of paid non-work time will be deemed continuous if they are compensated for the same reason and are not separated by at least 90 days. Furthermore, whenever it is necessary to compute Hours of Service in situations where no work is performed or where pay is computed on other than an hourly basis, or to determine the computation periods to which Hours of Service will be created, the Board can establish a rule specifically permitted under applicable lawful regulations issued by the Department of Labor under ERISA, or some other rule no less favorable to the Participant.

**Section 1.18.** “Non-Bargained Employee” means a Participant whose participation is not covered by a Collective Bargaining Agreement.

**Section 1.19.** “Normal Retirement Age” means: the later of

- a. age 65 or the age of the Participant on the fifth anniversary of the Participant’s plan participation, disregarding participation before January 1, 1989; or
- b. age 65 or the age of the Participant on the tenth anniversary of the Participant’s plan participation.

Participation before a Permanent Break in Service, and participation before a One-Year Break in Service in the case of a former Participant who has not returned to Covered Employment and reestablished participation in accordance with Section 2.04 are disregarded in applying this Subsection.

**Section 1.20.** Participant, Vested Participant, Vested Inactive Participant.

- a. “Participant” means a Pensioner , or an Employee who meets the requirements for participation in the Plan as set forth in Article II, or an Employee who has attained Vested Status under this Plan and has Separated from Covered Employment in accordance with Section 5.08
- b. A “Vested Participant” is an Employee who achieves Vested Status in accordance with Section 5.07.
- c. A “Vested Inactive Participant” is a Vested Participant who has less than 350 Contributory Hours of work in each of two consecutive Plan Years. Once an Employee becomes a Participant, all Plan Years will be counted for this purpose, except that moratorium years under the Job Placement Regulations of a Collective Bargaining Agreement applicable to a Participant will not be used in this calculation for that Participant. A Participant will cease to be a Vested Inactive Participant and become a



Vested Participant when he or she has earned 5 Years of Credited Service, counting only hours of Covered Employment, since last becoming a Vested Inactive Participant.

**Section 1.21.** “Pension Effective Date” for a Participant means:

- a. With respect to all benefits other than Disability Benefits, the first day of the first calendar month after the Participant has both (i) fulfilled all the conditions for entitlement to benefits, and (ii) submitted a completed application for benefits.
- b. With respect to Disability Benefits, (i) if the Participant’s application for Disability Benefits is timely filed as provided in Section 9.01.a., the first day of the seventh month of disability, or (ii) if the Participant’s application for Disability Benefits is not timely filed, the first day of the first calendar month after Participant has submitted a completed application.

The Pension Effective Date cannot be later than the Participant’s Required Beginning Date.

The Pension Effective Date for a Beneficiary or alternate payee designated under a Qualified Domestic Relations Order will be determined under this Section, except that references to the Husband-and-Wife Pension and spousal consent do not apply.

A Participant who retires before his Normal Retirement Age and then earns additional benefit accruals under the Plan through reemployment will have a separate Pension Effective Date determined under this Section with respect to those additional accruals. A Pension Effective Date that is on or after Normal Retirement Age will apply to any additional benefits accrued through reemployment after that date.

**Section 1.22.** “Pension Fund” or “Fund” means the trust fund defined in Section 7 of Article I of the Trust Agreement.

“Section 7 of Article I, Trust Agreement. The terms “Pension Trust Fund” or “Fund” mean the trust fund created and established by this Trust Agreement.”

**Section 1.23.** “Pension Plan” or “Plan” means the Pension Plan as defined in Section 6 of Article I of the Trust Agreement.

“Section 6 of Article I, Trust Agreement. The term “Pension Plan” means this Trust Agreement, including appendices hereof, and the detailed basis on which retirement benefits and pensions are to be paid and the applicable provisions of a Collective Bargaining Agreement or other agreement requiring contributions to this Pension Trust Fund to provide pensions for Covered Employees in accordance with the terms of the Trust.”

**Section 1.24.** “Pensioner” means a Retired Employee receiving pension benefits under the Plan and any other person to whom a pension would be paid but for the time required for administrative processing. A Pensioner who has returned to Covered Employment and is accruing benefits on the same basis as other Employees as of the effective date of a benefit increase will not be considered a Pensioner for purposes of that benefit increase.

**Section 1.25.** “Plan Year” means the Fund’s fiscal year, the period from January 1 of any year through December 31 of the same year.

**Section 1.26.** “Qualified Military Service” means a Participant’s qualified military or other uniformed service period under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 USC Chapter 43. Notwithstanding any provision in the Plan to the contrary, vesting, benefits and service credit with respect to Qualified Military Service will be provided in accordance with USERRA and Section 414(u) of the Internal Revenue Code. Qualified Military Service will count for purposes of earning Credited Future Service, benefit accruals, and avoiding a Break in Service provided the following conditions are satisfied:

- a. A Participant must have reemployment rights under USERRA; and
- b. A Participant must not have incurred a One-Year Break in Service at the time he entered Qualified Military Service.

**Section 1.27.** “Recognized Company Pension Plan” means a formal retirement plan maintained by an employer for the benefit of employees on whose behalf contributions are made.

**Section 1.28.** “Required Beginning Date” means:

- a. With respect to a Participant who attained age 70½ before 1997 and with respect to a Participant who is a 5% owner, April 1 following the calendar year in which the Participant attains age 70½.
- b. With respect to a Participant who is not a 5% owner and attains 70½ after 1996, at the election of the Participant, the April 1 of the calendar year following either:
  - (1) The calendar year in which the Participant attains age 70½; or
  - (2) The calendar year in which the Participant stops working in Covered Employment. The accrued benefit will be actuarially increased in accordance with Section 9.08 to take into account the period after age 70½ in which the Participant was not receiving any benefits under the Plan. By continuing to work in Covered Employment beyond April 1 of the calendar year following the calendar year in which he attained 70½, the Participant shall be deemed to have elected to defer his Required Beginning Date beyond that date.

**Section 1.29.** “Spouse” means a person to whom a Participant is legally married.

**Section 1.30.** “Trust Agreement” means the Trust Agreement dated December 30, 1959 establishing the Pension Trust Fund for Operating Engineers, including any amendment, extension or renewal.

**Section 1.31.** “Union” means the Union as defined in Section 2 of Article I of the Trust Agreement.

“Section 2 of Article I, Trust Agreement. The term Union means Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, a labor organization, as defined in the Labor Management Relations Act, 1947 (26 U.S.C. 141 et seq.).”

**Section 1.32.** “Retroactive Annuity Starting Date” means a Pension Effective Date that is affirmatively elected by a Participant that occurs on or before the date the written explanation of benefit payment options described in Section 1.21 and Article VI is provided to the Participant.

- a. Benefits payable under a Retroactive Annuity Starting Date shall consist of an initial single sum payment of benefits attributable to the period beginning on the Participant’s Retroactive Annuity Starting Date and ending prior to the first of the month benefit payments commence. Such single sum payment shall include interest at an appropriate rate from the date the missed payment or payments would have been made to the date of the actual make up payment. The Board of Trustees has determined the interest rate to be 4% simple interest, which shall remain in effect until such time as changed by a motion adopted by the Board of Trustees. Monthly payments made subsequent to the single sum payment shall be in the amount that would have been paid to the Participant had payments actually commenced on the Participant’s Retroactive Annuity Starting Date.
- b. A Participant who otherwise satisfies the conditions of subsection a., but who does not affirmatively elect a Retroactive Annuity Starting Date shall have his benefit calculated under the terms, conditions and circumstances applicable to his Pension Effective Date as determined under Section 1.21 in lieu of benefit payments described in subsection a. above. In the case of a Participant who retires after Normal Retirement Age, the benefit shall be actuarially increased based on the provisions contained in Section 9.08.
- c. The calculation of benefits whether under subsection a. or subsection b. shall not include periods during which the Participant was not retired or benefits were otherwise subject to suspension under Sections 9.11 and 9.12.
- (1) Any election under subsection a. in lieu of subsection b. above shall be subject to the notice and consent requirements, including but not limited to those of Internal Revenue Code Section 401(a)(11) and 417 and regulations issued thereunder, including requirements specific to the election of retroactive payments under Treas. Reg. Section 1.417(e)-1.
- e. For purposes of satisfying the 30-day waiver requirement under Section 1.21 and the consent requirements under Section 6.03, the Pension Effective Date defined in Section 1.21 shall be used instead of the Retroactive Annuity Starting Date.

Notwithstanding any other provision contained herein, this Section 1.32 shall be interpreted with the intent of complying with the retroactive annuity starting date requirements of Treas. Reg. Section 1.417(e)-1(b)((3)(iv), 1.417(e)-1(b)((3)(v) and 1.417(e)-1(b)((3)(vi).

**Section 1.33.** Other terms are specifically defined as follows:

<u>Term</u>	<u>Section(s)</u>
a. ERISA	2.01
b. Regular Pension	3.02 and 3.03
c. Early Retirement Pension	3.04 and 3.05
d. Disability Pension	3.06 and 3.08
e. Total Disability	3.07
f. Service Pension	3.14 and 3.15
g. Pro Rata Pension	4.06-A, 4.06-B, 4.07-A, 4.07-B
h. Years of Credited Service:	
Credited Past Service	5.02
Credited Future Service	5.03
i. Pension Credit (both Contributory and Non-Contributory)	5.04
j. Break in Service:	
One-Year Break in Service	5.06
Permanent Break in Service	5.06
k. Vested Status	5.07
l. Separation from Covered Employment	5.08
m. Husband-and-Wife Pension	6.01
n. Retired or Retirement	9.11

## **ARTICLE II. *PARTICIPATION***

### **Section 2.01. Purpose.**

This Article contains definitions to meet certain requirements of the Employee Retirement Income Security Act of 1974 (otherwise referred to as ERISA). Once an Employee has become a Participant, he receives Credited Service and Pension Credit for employment before he became a Participant in accordance with the provisions of Article 5.

### **Section 2.02. Participation.**

An Employee who works in Covered Employment becomes a Participant in the Plan on the January 1 or July 1 following a 12-consecutive-month period during which he has at least 500 Hours of Service in Covered Employment. The 500 hour requirement may also be completed with Hours of Service in Continuous Non-Covered Employment with a Contributing Employer.

If because of Continuous Non-Covered Employment an Employee would have become a Participant under these rules prior to his first Hour of Service in Covered Employment, he will become a Participant on the date of his first Hour of Service in Covered Employment.

An Employee who had accumulated Pension Credit as of November 1, 1976 without a Permanent Break in Service, is also a Participant in the Plan on December 1, 1976.

### **Section 2.03. Termination of Participation.**

A Participant who incurs a One-Year Break in Service ceases to be a Participant as of the last day of the calendar year which constituted the One-Year Break in Service, unless he is a Pensioner or Vested Participant.

### **Section 2.04. Reinstatement of Participation.**

An Employee who has lost his status as a Participant in accordance with Section 2.03 will again become a Participant by meeting the requirements of Section 2.02 within a calendar year on the basis of Hours of Service after the calendar year during which participation terminated.

### **Section 2.05. Pensioners are Participants.**

A Pensioner receiving a pension from the Fund is a Participant in the Plan.

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

#### **Section 3.01.**

##### **a. General.**

This Article sets forth the eligibility conditions and amounts payable for the pensions provided by the Plan. The accumulation and retention of accrued benefits and of Credited Service for eligibility are subject to the provisions of Article V. The pension amounts are subject to reduction on account of the Husband-and-Wife Pension (Article VI). Entitlement of an eligible Participant to receive pension benefits is subject to his retirement and application for benefits, as provided in Article IX.

Eligibility depends upon Credited Service (as defined in Section 5.02 and 5.03) and takes into account creditable employment both before and after the Contribution Date. Pension amounts are based on Contributions made on and after January 1, 1969 and Pension Credits (as defined in Section 5.04) accumulated before January 1, 1969, which also takes into account creditable employment both before and after the Contribution Date.

##### **b. Pensions Effective Prior to December 1, 1976.**

Pensioners receiving pensions with an effective date prior to December 1, 1976, will continue to receive the pensions awarded to them without change, subject to the provisions of Sections 3.09, 3.10, 3.12, 3.13, 9.02 through 9.05, 9.11 through 9.17, 12.04 and 13.01.

#### **Section 3.02. Regular Pension – Eligibility and Amount.**

##### **a. Eligibility.** A Participant who has retired is entitled to receive a Regular Pension if:

(1) he has,

(a) attained age 62 and has at least 10 Years of Credited Service (without a Permanent Break in Service); and

(b) as a result of work in Covered Employment, earned at least two quarters of Credited Future Service; or

(2) he has attained Normal Retirement Age.

In addition to satisfying the above requirements, a Participant must file an application for benefits in accordance with Section 9.01. In no event is a Participant entitled to benefits prior to the date the application is filed, except as otherwise provided in Section 9.01(a). The filing of the application is a requirement for the commencement of benefits.

**b. Amounts**

**(1) Pension Effective Dates Before July 1, 2013.**

- (a) For amounts accrued before July 1, 2009, the amount of the Regular Pension will be determined under Section 3.03.
- (b) For amounts accrued on or after July 1, 2009, the amount of the Regular Pension will be determined as follows:
  - (i) If the benefits start on or after the Participant's age 65, in accordance with Section 3.03; or
  - (ii) If the benefits start before the Participant's age 65, taking into account the fact that the Participant is younger than age 65, reduce the amount by  $\frac{3}{4}$  of 1% for each month that the Participant is younger than age 65 but not younger than age 62

**(2) Pension Effective Dates On or After July 1, 2013.**

- (a) If the benefits start on or after the Participant's age 65, in accordance with section 3.03; or
- (b) If the benefits start before the Participant's age 65,
  - (i) First determine the amount of the Regular Pension to which the Participant would be entitled if he were 65 years of age at the time his pension is effective.
  - (ii) Second, taking into account the fact that the Participant is younger than age 65, reduce that amount, whenever accrued, by  $\frac{3}{4}$  of 1% for each month that the Participant is younger than age 65, but not younger than age 62.

**Section 3.03. Amount of the Regular Pension.**

The amount of the Regular Pension effective on or after January 1, 2000 is the monthly amount determined as follows:

- a. If there has been no Separation from Covered Employment as defined in Section 5.08, the monthly amount of the Regular Pension is the sum of the amounts calculated in accordance with Subsection (1) and (2) below:
  - (1) The Pension Credits (plus any fractions) earned by the Participant prior to January 1, 1969, or prior to his Contribution Date, if later, are multiplied by the monthly benefit amount determined from the following table in accordance with the Participant's Benefit Rate:

Benefit Rate	Monthly Benefit Amount Payable for Each Pension Credit Earned Prior to January 1, 1969, or Prior to the Contribution Date, whichever is later	
	Non-Contributory Pension Credit	Contributory Pension Credit
50¢ per hour and over	\$10.50	\$17.86
45¢ but less than 50¢ per hour	9.97	15.97
40¢ but less than 45¢ per hour	9.72	14.55
35¢ but less than 40¢ per hour	9.19	12.87
30¢ but less than 35¢ per hour	7.93	11.08
25¢ but less than 30¢ per hour	7.14	9.40
20¢ but less than 25¢ per hour	6.45	8.40
17½¢ but less than 20¢ per hour	5.62	6.72
15¢ but less than 17½¢ per hour	4.83	5.78
12½¢ but less than 15¢ per hour	3.88	4.67
10¢ but less than 12½¢ per hour	3.10	3.73
Less than 10¢ per hour	1.68	1.99

**Exception:** For pensions effective on or after January 1, 1993, the monthly benefit amount payable for each non-contributory Pension Credit earned based on work in Covered Employment in the State of Hawaii prior to January 1, 1969, will be valued at \$10.50.

- (2) With respect to hours worked in Covered Employment on or after January 1, 1969 (or a Participant's Contribution Date, if later), for each Plan Year in which the Participant earns any portion of a Year of Credited Service, the monthly pension amount is in the sum of:
- (a) The Contributions made for hours worked in Covered Employment before January 1, 1982, multiplied by 2.101%; plus
  - (b) The Contributions made for hours worked in Covered Employment for the period of January 1, 1982 through December 31, 1986, multiplied by 2.206%; plus
  - (c) The Contributions made for hours worked in Covered Employment for the period January 1, 1987 through December 31, 1987, multiplied by 2.311%; plus
  - (d) The Contributions made for hours worked in Covered Employment for the period January 1, 1988 through December 31, 1990, multiplied by 2.521%; plus
  - (e) The Contributions made for hours worked in Covered Employment for the period January 1, 1991 through December 31, 1991, multiplied by 2.626%; plus



- (f) The Contributions made for hours worked in Covered Employment for the period January 1, 1992 through December 31, 1992, multiplied by 2.836%; plus
- (g) The Contributions made for hours worked in Covered Employment beginning January 1, 1993 through December 31, 1993, multiplied by 2.941%; plus
- (h) The Contributions made for hours worked in Covered Employment for the period of January 1, 1994 through December 31, 1995, multiplied by 3.046%; plus
- (i) The Contributions made for hours worked in Covered Employment for the period of January 1, 1996 through December 31, 1998, multiplied by 3.151%; plus
- (j) The Contributions made for hours worked in Covered Employment for the period of January 1, 1999 through December 31, 1999, multiplied by 3.060%; plus.
- (k) The Contributions made for hours worked in Covered Employment for the period of January 1, 2000 through December 31, 2002, multiplied by 3.00%; plus
- (l) The Contributions made for hours worked in Covered Employment for the period January 1, 2003 through December 31, 2003, as follows:
  - (i) multiplied by 3.1% if Contributions were made for hours worked in Covered Employment for the 36<sup>th</sup> Year of Credited Service; and
  - (ii) multiplied by 3.2% if Contributions were made for hours worked in Covered Employment for the 37<sup>th</sup> Year of Credited Service; and
  - (iii) multiplied by 3.3% if Contributions were made for hours worked in Covered Employment for the 38<sup>th</sup> Year of Credited Service; and
  - (iv) multiplied by 3.4% if Contributions were made for hours worked in Covered Employment for the 39<sup>th</sup> Year of Credited Service; and

- (v) multiplied by 3.5% if Contributions were made for hours worked in Covered Employment for the 40<sup>th</sup> Year of Credited Service and Years of Credited Service thereafter; and
- (vi) multiplied by 2.65% if Contributions were made for hours worked in Covered Employment as an apprentice, provided that the Participant first became an apprentice on or after January 1, 2003; and
- (vii) multiplied by 3.00% if Contributions were made for any other hours worked in Covered Employment.

In order for a Participant to qualify for the increased accrual rates in subsections (l)(i), (l)(ii), (l)(iii), (l)(iv), and (l)(v) above, he must have earned the number of Years of Credited Service specified in each subsection. No more than 5 of those years as specified in subsections (l)(i), (l)(ii), (l)(iii), (l)(iv), and (l)(v) above can be Related Credit in accordance with Section 4.04-A or Special Related Credit in accordance with Section 4.04-B. In addition, benefits must be payable to him under the Related Plan.

(m) The Contributions made for hours worked in Covered Employment for the period January 1, 2004 through June 30, 2005, as follows:

- (i) multiplied by 3.0% if Contributions were made for hours worked in Covered Employment for a Year of Credited Service prior to the 36<sup>th</sup> Year of Credited Service; and
- (ii) multiplied by 3.1% if Contributions were made for hours worked in Covered Employment for the 36<sup>th</sup> Year of Credited Service; and
- (iii) multiplied by 3.2% if Contributions were made for hours worked in Covered Employment for the 37<sup>th</sup> Year of Credited Service; and
- (iv) multiplied by 3.3% if Contributions were made for hours worked in Covered Employment for the 38<sup>th</sup> Year of Credited Service; and
- (v) multiplied by 3.4% if Contributions were made for hours worked in Covered Employment for the 39<sup>th</sup> Year of Credited Service; and
- (vi) multiplied by 3.5% if Contributions were made for hours worked in Covered Employment for the 40<sup>th</sup> Year of Credited Service and Years of Credited Service thereafter.

In order for a Participant to qualify for the increased accrual rates in subsections (m)(ii), (m)(iii), (m)(iv), (m)(v), and (m)(vi) above, he must have earned the number of Years of Credited Service specified in each subsection. No more than 5 of those years as specified in subsections (m)(ii), (m)(iii), (m)(iv), (m)(v), and (m)(vi) above can be Related Credit in accordance with Section 4.04-A or Special Related Credit in accordance with Section 4.04-B. In addition, benefits must be payable to him under the Related Plan.

**Exceptions.**

- In the case of an individual who became a Participant on or after January 1, 2004, Contributions made for hours worked in Covered Employment coincident with or preceding the Plan Year in which he earns his 10<sup>th</sup> Year of Credited Service shall be multiplied by 2.625%. Thereafter, his benefit accruals shall be determined under the applicable (i) through (vi) above.
  - In the case of an individual who became a Participant and an apprentice on or after January 1, 2003 and prior to January 1, 2004, Contributions made for hours worked in Covered Employment shall be multiplied by 2.65% until such time as he ceases to be an apprentice. Thereafter, his benefit accruals shall be determined under the applicable (i) through (vi) above.
- (n) Except as noted below, the Contributions made for hours worked in Covered Employment for the period July 1, 2005 through June 30, 2006, multiplied by 3.00%.

**Exception.** Contributions made for hours worked in Covered Employment coincident with or preceding the Plan Year in which a Participant earns his 10<sup>th</sup> Year of Credited Service shall be multiplied by 2.25%.

- (o) Except as noted below, the Contributions made for hours worked in Covered Employment on or after July 1, 2006 through June 30, 2008 as follows:
- (i) multiplied by 1.15% if the hourly Contribution rate for the bargaining unit is unchanged from that in effect on June 30, 2006; or
  - (ii) multiplied by 1.75% if the hourly Contribution rate in effect on June 30, 2006 is increased by 25%; or
  - (iii) multiplied by 3.00% if the hourly Contribution rate in effect on June 30, 2006 is increased by 75%

If a bargaining unit votes prior to October 1, 2006 to increase the hourly contribution rate as described in (ii) or (iii), the percentage multiplier described in (ii) or (iii), whichever is applicable, shall apply retroactive to July 1, 2006.

If a bargaining unit votes on or after October 1, 2006 to either maintain or increase the hourly Contribution in effect on June 30, 2006, the 1.15% percentage multiplier shall apply from July 1, 2006 to the first of the month coincident with or immediately following the vote. Thereafter, the percentage multiplier shall be determined based on the Contribution rate described in (i), (ii) or (iii), whichever is applicable.

For purposes of this subsection, hourly Contributions in excess of those required to be made on June 30, 2006 are not taken into account in the calculation of benefit accruals.

For purposes of this Subsection, Contributions will be excluded which were made in a calendar year during which the Participant:

- (i) Before January 1, 1977, failed to earn one quarter of Credited Future Service; or
- (ii) Between January 1, 1977 and January 1, 1981, failed to work 500 Contributory Hours in a calendar year; or
- (iii) On or after January 1, 1981, failed to work 350 Contributory Hours in a calendar year.

If a Participant earns a Year of Credited Service in a calendar year after December 31, 1976, but works less than 500 Contributory Hours during that year, his Regular Pension will be increased in accordance with Paragraphs (2)(a) or (2)(b) above for hours worked by the Participant during that year.

- (p) The Contributions made for hours worked in Covered Employment for the period July 1, 2008 through June 30, 2010, multiplied by 1.25%. For purposes of this subsection all contributions, not just those required to be made on June 30, 2006, will be taken into account in the calculation of benefit accruals.
- (q) Except as noted below, the limited Contributions made for hours worked in Covered Employment beginning July 1, 2010, multiplied by 1.25%.

**Exception.** For entities that were Contributing Employers before July 1, 2010, Contributions shall not include any increase in the contribution rate that goes into effect on or after July 1, 2010. For entities that were not Contributing Employers before July 1, 2010, Contributions in excess of \$7.00 per hours shall not be treated as Contributions for purposes of this subsection (q). For Contributing Employers subject to the Plan's Funding Improvement Plan Schedule B (accrual percentage of 0.75%), Schedule C (accrual percentage 0.50%), or Schedule D (accrual percentage 0.00%), those accrual percentages will remain in effect for the duration of that Contributing Employer's Collective Bargaining Agreement in effect on the date the Plan was certified to be in critical status, determined without extensions, unless modified by the bargaining parties, but all other provisions of the Rehabilitation Plan and the Plan amendment implementing it will apply to their employees.

- b. If there has been a Separation from Covered Employment, the monthly amount of the Regular Pension is the sum of:
  - (1) An amount determined in accordance with Subsection a. above for benefits accrued after the most recent Separation from Covered Employment; plus

- (2) The amount payable for benefits accrued prior to each Separation from Covered Employment in accordance with the amount payable by the Plan at the end of the Separation period.

Effective January 1, 1985, Pensions in effect prior to January 1, 1985, and which are based on at least 10 Years of Credited Service under this Plan, will be increased as follows:

- (i) Pensions in effect prior to January 1, 1976 will be increased by 20%.
- (ii) Pensions in effect on or after January 1, 1976, and before January 1, 1980, will be increased by 10%.
- (iii) Pensions in effect on or after January 1, 1980, and before January 1, 1985, will be increased by 5%.

#### **Section 3.03-A. Supplemental Pension.**

- a. For Pension Effective Dates on or after October 1, 1998, a Participant is entitled to receive a Supplemental Pension if he has worked any number of Contributory Hours during Plan Years 1996, 1997, or 1998.
- b. The amount of the Supplemental Pension will be equal to \$2.00 for each Pension Credit earned as of December 31, 1998. Service earned under a Related Plan will not be counted when determining the amount of the Supplemental Pension.

#### **Section 3.04. Early Retirement Pension - Eligibility.**

A Participant who has retired and filed an application for benefits in accordance with Section 9.01 is entitled to an Early Retirement Pension if:

- a. he has become age 55, but not yet become age 62;
- b. he has at least 10 Years of Credited Service (without a Permanent Break in Service), exclusive, however, of any Credited Future Service earned as a result of work in Continuous Non-Covered Employment; and
- c. he has as a result of work in Covered Employment received 2 quarters of Credited Future Service.

#### **Section 3.05. Amount of the Early Retirement Pension.**

- a. Pension Effective Dates Before July 1, 2013. The Early Retirement Pension of Participants who retired before July 1, 2013 will be calculated in two parts, one for benefits accrued before July 1, 2008, plus a different calculation for benefits accrued on or after July 1, 2008. In these cases, the monthly amount of the Early Retirement Pension is calculated as follows:

- (1) With respect to benefits accrued before July 1, 2008,

- (a) First, determine the amount of the Regular Pension to which the Participant would be entitled if he were 62 years of age on the Pension Effective Date of his Early Retirement Benefit.
  - (b) Second, taking into the fact that the Participant is younger than age 62:
    - (i) If the Participant has accumulated less than 30 Years of Credited Service, reduce the first amount by:
      - (I)  $\frac{1}{4}$  of 1% for each month the Participant is younger than 62, but not younger than 60, and
      - (II)  $\frac{1}{2}$  of 1% for each month that the Participant is younger than 60, on the Pension Effective Date of his Early Retirement Pension; or
    - (ii) If the Participant has accumulated at least 30 Years of Credited Service, reduce the first amount by  $\frac{1}{2}$  of 1% for each month that the Participant is younger than 59 on the Pension Effective Date of his Early Retirement Pension.
- (2) With respect to benefits accrued on or after July 1, 2008,
  - (a) First, determine the amount of the Regular Pension to which the Participant would be entitled if he were 65 years of age on the Pension Effective Date of his Early Retirement Pension.
  - (b) Second, taking into account the fact that the Participant is younger than age 65, reduce the amount by:
    - (i)  $\frac{3}{4}$  of 1 % for each month that the Participant is younger than 65, but not younger than 62;
    - (ii)  $\frac{1}{2}$  of 1 % for each month that the Participant is younger than 62, but not younger than 58; and
    - (iii)  $\frac{1}{3}$  of 1% for each month that the Participant is younger than 58 on the Pension Effective Date of his Early Retirement Pension.
- b. Pension Effective Dates on or After July 1, 2013. The Early Retirement Pension of Participants who retire on or after July 1, 2013 (and for any of their alternate payees who started to receive benefits before July 1, 2013) will be calculated as follows, whenever the benefits were accrued:
  - (1) First, determine the amount of the Regular Pension to which the Participant would be entitled if he were 65 years of age on the Pension Effective Date of his Early Retirement Pension.
  - (2) Second, taking into account the fact that the Participant is younger than age 65, reduce the amount by:

- (a)  $\frac{3}{4}$  of 1 % for each month that the Participant is younger than 65, but not younger than 62;
- (b)  $\frac{1}{2}$  of 1 % for each month that the Participant is younger than 62, but not younger than 58; and
- (c)  $\frac{1}{3}$  of 1% for each month that the Participant is younger than age 58 on the Pension Effective Date of his Early Retirement Pension.

### **Section 3.06. Disability Pension – Eligibility.**

A Participant who has retired and filed an application for benefits in accordance with Article IX is entitled to receive a Disability Pension if the following requirements are met:

- a. Disability Onset Date Before December 1, 2007. If the Participant's disability onset date as determined by Social Security (or its equivalent per Section 3.07) was before December 1, 2007, the Participant must meet the following requirements as of his disability onset date:
  - (1) He has not yet become age 62;
  - (2) He has, as a result of work in Covered Employment, met a minimum service test of 2 quarters of Credited Future Service;
  - (3) He is totally disabled as defined in Section 3.07; and
  - (4) He meets the applicable total service test set forth in Section 3.08.
- b. Disability Onset Date on or After December 1, 2007. If the Participant's disability onset date as determined by Social Security (or its equivalent per Section 3.07) is on or after December 1, 2007, the Participant must meet the following requirements as of his disability onset date:
  - (1) Either,
    - a. If the Participant has earned 10 or more Years of Credited Service, he has not yet attained age 62 on or before his disability onset date; or
    - b. If the Participant has earned at least 5 but less than 10 Years of Credited Service, exclusive of any Credited Service earned in Continuous Non-Covered Employment, he has not attained his Normal Retirement Age on or before his disability onset date, provided, however, that no Participant who had attained his Normal Retirement Age before January 1, 2012, will qualify under this provision. In addition, for a Participant who qualifies under this provision and had attained age 62 on or before his disability onset date, no benefits shall be payable for months prior to January 2012.
  - (2) He has, as a result of work in Covered Employment, met a minimum service test of 2 quarters of Credited Future Service;

- (3) He has met a recent service test of at least 350 Contributory Hours of work, including those recognized as Related Hours under Article IV-A and Article IV-B, in the Calendar Year in which his Social Security disability onset date occurred, or in any of the three consecutive Calendar Years prior to the Calendar Year in which his Social Security disability onset date occurred;
  - (4) He is totally disabled as defined in Section 3.07; and
  - (5) He meets the applicable total service test set forth in Section 3.08.
- c. Disability Onset Date on or After July 1, 2013. In addition to all the other Plan rules for a Disability Pension, if a Participant had a Disability Onset Date on or after July 1, 2013, he or she will not be eligible for a Disability Pension if the Participant's last Employer before retirement was under the Plan's Rehabilitation Plan Default Schedule when the Participant last worked under the Plan

**Section 3.07. Total Disability.**

- a. A Participant will initially be deemed totally disabled within the meaning of this Pension Plan if the Participant has been determined by Social Security (i) to have a disability onset date, and (ii) a Social Security disability payment (or entitlement) date.
- b. The Pension Plan will accept equivalent determinations for eligibility made by (i) Social Security for SSI benefits, or (ii) the Railroad Retirement Board for railroad disability benefits."

**Section 3.08. Amount of the Disability Pension.**

- a. Disability Onset Date On or After December 1, 1976, and Before January 1, 1981.
  - (1) If the Participant has, without a Permanent Break in Service, met a total service test as of his disability onset date of either:
    - (a) At least 15 Years of Credited Service, or
    - (b) At least 10 Years of Credited Service, exclusive of any Credited Future Service earned in Continuous Non-Covered Employment;
  - (2) The Disability Pension will be the greater of:
    - (a) The Participant's Early Retirement Pension if at least age 55 calculated as of his age at his disability onset date, or
    - (b) 60% of the Participant's Regular Pension at age 62.
- b. Disability Onset Date On or After January 1, 1981 and Before January 1, 1988.
  - (1) If the Participant has, without a Permanent Break in Service, met a total service test as of his disability onset date of either:



- (a) At least 15 Years of Credited Service, or
  - (b) At least 10 Years of Credited Service, exclusive of any Credited Future Service earned in Continuous Non-Covered Employment;
- (2) The Disability Pension will be the greater of:
  - (a) The Participant's Early Retirement Pension if at least age 55 calculated as of his age at his disability onset date, or
  - (b) 70% of the Participant's Regular Pension at age 62.
- c. Disability Onset Date On or After January 1, 1988 and Before January 1, 1991.
  - (1) If the Participant has, without a Permanent Break in Service, met a total service test as of his disability onset date of either:
    - (a) At least 15 Years of Credited Service, or
    - (b) At least 10 Years of Credited Service, exclusive of any Credited Future Service earned in Continuous Non-Covered Employment;
  - (2) The Disability Pension will be the greater of:
    - (a) The Participant's Early Retirement Pension if at least age 55 calculated as of his age at his disability onset date, or
    - (b) 80% of the Participant's Regular Pension at age 62.
- d. Disability Onset Date On or After January 1, 1991 and Before January 1, 2000.
  - (1) If the Participant has, without a Permanent Break in Service, met a total service test as of his disability onset date of either:
    - (a) At least 15 Years of Credited Service, or
    - (b) At least 10 Years of Credited Service, exclusive of any Credited Future Service earned in Continuous Non-Covered Employment, and is at least age 50 but not yet age 62;
  - (2) The Disability Pension will be the greater of:
    - (a) The Participant's Early Retirement Pension if at least age 55 calculated as of his age at his disability onset date, or
    - (b) 90% of the Participant's Regular Pension at age 62.
- e. Disability Onset Date On or After January 1, 2000 and Before January 1, 2003.

- (1) If the Participant has, without a Permanent Break in Service, met a total service test as of his disability onset date of either:
  - (a) At least 15 Years of Credited Service, or
  - (b) At least 10 Years of Credited Service, exclusive of any Credited Future Service earned in Continuous Non-Covered Employment, and is at least age 50 but not yet age 62;
- (2) The Disability Pension will be the greater of:
  - (a) The Participant's Early Retirement Pension if at least age 55 calculated as of his disability onset date, or
  - (b) 90% of the Participant's Regular Pension at age 62.
- (3) If the Participant has, without a Permanent Break in Service, met a total service test as of his disability onset date of at least 10 Years of Credited Service, exclusive of any Credited Service earned in Continuous Non-Covered Employment, but has less than 15 Years of Credited Service and has not yet become age 50, the Disability Benefit will 50% of the Participant's Regular Pension at age 62.

f. Disability Onset Date On or After January 1, 2003 and Before July 1, 2008.

- (1) If the Participant has, without a Permanent Break in Service, met a total service test as of his disability onset date of either (A) At least 15 Years of Credited Service and is any age under 62, or (B) At least 10 Years of Credited Service, exclusive of any Credited Future Service earned in Continuous Non-Covered Employment, and is at least age 50 but not yet age 62, the Disability Benefit will be the greater of:
  - (a) The Participant's Early Retirement Pension if at least age 55 calculated as of his age at his disability onset date, or
  - (b) 90% of the Participant's Regular Pension at age 62.
- (2) If the Participant has, without a Permanent Break in Service, met a total service test as of his disability onset date of at least 10 Years of Credited Service, exclusive of any Credited Service earned in Continuous Non-Covered Employment, but has less than 15 Years of Credited Service and has not yet become age 50, the Disability Benefit will be 50% of the Participant's Regular Pension at age 62.
- (3) If the Participant has, without a Permanent Break in Service, met a total service test as of his disability onset date of at least 5 but less than 10 Years of Credited Service, exclusive of any Credited Service earned in Continuous Non-Covered Employment, the Disability Benefit will be the Actuarial Equivalent of the Participant's Regular Pension at his Normal Retirement Age calculated as of his age at his disability onset date.

g. Disability Onset Date On and After July 1, 2008.

- (1) If the Participant has, without a Permanent Break in Service, met a total service test as of his disability onset date of either (A) At least 15 Years of Credited Service and is any age under 62, or (B) At least 10 Years of Credited Service, exclusive of any Credited Future Service earned in Continuous Non-Covered Employment, and is at least age 50 but not yet age 62, the Disability Benefit will be the greater of:
  - (a) The Participant's Early Retirement Pension if at least age 55 calculated as of his age at his disability onset date, or
  - (b) 70% of the Participant's Regular Pension at age 62.
- (2) If the Participant has, without a Permanent Break in Service, met a total service test as of his disability onset date of at least 10 Years of Credited Service, exclusive of any Credited Service earned in Continuous Non-Covered Employment, but has less than 15 Years of Credited Service and has not yet become age 50, the Disability Benefit will 50% of the Participant's Regular Pension at age 62.
- (3) If the Participant has, without a Permanent Break in Service, met a total service test as of his disability onset date of at least 5 but less than 10 Years of Credited Service, exclusive of any Credited Service earned in Continuous Non-Covered Employment, the Disability Benefit will be the Actuarial Equivalent of the Participant's Regular Pension at his Normal Retirement Age calculated as of his age at his disability onset date.

### **Section 3.09. Continued Entitlement.**

The Board may at any time, or from time to time, require evidence of continued total disability as defined in Section 3.07.

### **Section 3.10. Disability Pension Payments.**

Payment of the Disability Pension will begin after 6 full calendar months of total disability have elapsed, or when the requirement for advance application for benefits in Section 9.01.a, has been met, whichever is the later date. Subject to the Plan's suspension of benefit rules and the application of Social Security's trial work programs to them, payment of the Disability Pension will continue for as long as the Pensioner remains totally disabled as defined in Section 3.07, except that upon attainment of age 62 a Participant on a Disability Pension will have his benefit continued without regard to whether he remains totally disabled.

### **Section 3.11. Total Disablement of a Pensioner Receiving an Early Retirement Pension.**

If a Pensioner receiving an Early Retirement Pension is or becomes totally disabled, he is entitled, if he so chooses, to a Disability Pension effective as of (a) the effective date of his Social Security Disability Benefit (or its equivalent), or (b) the date a Social Security Disability Benefit would have become effective if he had met the work requirement.

In converting to a Disability Pension, an Early Retirement Pensioner who was receiving the Level Income Option must repay to the Fund the total amount of the level income adjustment received.

### **Section 3.12. Recovery by a Pensioner on a Disability Pension.**

If a Pensioner on a Disability Pension loses entitlement to his Social Security Disability Benefit (or its equivalent), or is no longer totally disabled as defined in Section 3.07 prior to attainment of age 62, he must report that fact in writing to the Board within 15 days of the date he receives notice from the Social Security Administration (or its equivalent) of the loss or the date on which he recovers from his total disability as defined in Section 3.07. If the Pensioner appeals the loss of entitlement to his Social Security Disability Benefit (or its equivalent) and furnishes the Board with written evidence of that appeal, his Disability Pension Benefits will continue during the pendency of the appeal and will cease only if the loss of entitlement is affirmed on appeal.

In the event the appeal is affirmed the Pensioner must report that fact to the Board within 15 days of the date he receives notice from the Social Security Administration (or its equivalent). If any written report required by this Section is not provided, he will not be eligible for benefits upon his subsequent retirement before Normal Retirement Age for a period of up to 12 months following the date of his retirement at the discretion of the Board, in addition to the months which may have elapsed since he received notice of the termination of the Social Security Disability Benefit (or its equivalent), or the affirmance on appeal of that loss, as the case may be, or recovered from his total disability, in which he received a Disability Pension under this Pension Plan, subject to the Provisions of Section 9.12.

### **Section 3.13. Reemployment of a Pensioner on a Disability Pension.**

- a. A Pensioner on a Disability Pension who is no longer totally disabled will have his Disability Pension terminated, but may again become a Participant and resume the accrual of benefits.
- b. A Pensioner on a Disability Pension who is employed under a trial work program approved by Social Security, will not have his Disability Pension suspended or terminated so long as the Participant is still entitled to receive Social Security disability benefits.

### **Section 3.14. Service Pension - Eligibility.**

A Participant who has retired and filed an application for benefits in accordance with Section 9.01 is entitled to a Service Pension if he meets the requirements of a., b. or c. below:

- a. A Participant is entitled to a Service Pension if:
  - (1) He has attained age 59;
  - (2) Exclusive of any Credited Future Service earned as a result of work in Continuous Non-Covered Employment:
    - (a) He has at least 30 Years of Credited Service under this Plan (without a Permanent Break in Service) of which no more than a combined total of 10 of those years were Related Credits under Sections 4.04-A or 4.04-B. or credited in accordance with Section 5.03.g; or

- (b) He has at least 30 Years of Credited Service, of which
  - (i) No more than a combined total of 10 of those years are (I) Related Credit in accordance with Section 4.04-A for employment in the jurisdiction of the Related Plan, and benefits are payable to him under the Related Plan, (II) Special Related Credit in accordance with Section 4.04-B for employment in the jurisdiction of the Special Related Plan, and benefits are payable to him under the Special Related Plan, or (III) Credited Service credited in accordance with Section 5.03.g;
  - (ii) That employment is the result of an assignment by a Contributing Employer in the jurisdiction of this Plan, and
  - (iii) His membership in Local #3 is continuous during any periods of that employment.
- (3) He has not previously received an Early Retirement Pension.
- b. For Pension Effective Dates on or after January 1, 1993, a Participant is entitled to a Service Pension, regardless of age, if:
  - (1) He has not previously received an Early Retirement Pension; and
  - (2) He has at least 20 Pension Credits under this Plan without a Permanent Break in Service and has been a Participant for at least 35 calendar years. A Participant is deemed to have satisfied this latter requirement if in each of at least 35 calendar years:
    - (a) He has earned at least the minimum Credited Past or Future Service granted in accordance with Section 5.02 and 5.03, not counting Credited Future Service credited in accordance with Section 5.03.g.; or
    - (b) He was absent from Covered Employment and granted a grace period in accordance with Sections 5.06.e. or 5.06.f.; or
    - (c) He was employed in, or available for, Covered Employment entitling him to Credited Service in accordance with Sections 5.02 and 5.03. The employment or availability for Covered Employment must be confirmed by evidence satisfactory to the Board substantiating the employment or availability for Covered Employment. The Board may accept as prima facie evidence of employment or availability for Covered Employment either of the following for periods of service claimed;
      - (i) A statement obtained by the Board from the Secretary or other authorized Officer of the Union certifying that the applicant was a member in good standing in the Union during that period; or
      - (ii) A statement obtained by the Board from the Secretary or other authorized Officer of the Union certifying that the applicant was

registered under the Job Placement Regulations and available for work in Covered Employment during that period.

- c. For Pension Effective Dates on or after January 1, 1997, a Participant is entitled to a Rule of 85 Pension if he satisfies all of the following conditions:

- (1) He has not previously received an Early Retirement Pension;
- (2) He has attained age 55;
- (3) The sum of his age and Years of Credited Service equals 85 (exclusive of any Credited Future Service earned as a result of work in Continuous Non-Covered Employment). A maximum combined total of 10 of the years may be (a) Related Credit earned in accordance with Section 4.04-A for which benefits are payable to the Participant under the Related Plan, (b) Special Related Credit in accordance with Section 4.04-B for which benefits are payable to the Participant under the Special Related Plan, or (c) Credited Service credited in accordance with Section 5.03.g.
- (4) He has worked at least 2,000 hours for one or more Contributing Employers in the 72 months immediately preceding his Pension Effective Date.
- (5) He has worked at least 350 hours for a Contributing Employer in (a) one of the 2 Plan Years immediately preceding the Plan Year of his Pension Effective Date, or (b) the Plan Year of his Pension Effective Date.

The requirement of this paragraph is satisfied if, for the period referenced above, the Participant worked 350 hours in the type of employment covered by a Collective Bargaining Agreement and for which contributions for those hours were required to be made to a Related Plan, or the Participant was unemployed, registered under the Job Placement Regulations and available for work in Covered Employment during that period.

- d. Service Pensions On or After July 1, 2013. In addition to all the other Plan rules for any kind of a Service Pension, if a Participant's Pension Effective Date is on or after July 1, 2013, then any Hours of Service earned by a Participant while working for an employer under the Plan's Rehabilitation Plan Default Schedule will not be used to determine eligibility for a Service Pension.

### **Section 3.15. Amount of Service Pension.**

- a. Service Pension. The monthly amount of the Service Pension is determined in the same way as the monthly amount of the Regular Pension at age 65, with the following exceptions:
- (1) If the Participant's last Contributing Employer before retirement was under the Plan's Rehabilitation Plan Default Schedule when the Participant last worked under the Plan, then any benefits derived from any Contributory Hours earned by the Participant on or after July 1, 2013, will be subject to the reductions of an Early Retirement Pension.

(2) If Section (a) 1, above, does not apply, then any benefits earned by a Participant while working for an employer under the Plan's Rehabilitation Plan Default Schedule will be subject to the reductions of an Early Retirement Pension,

(a) Any benefits derived from Contributory Hours earned by the Participant on or after July 1, 2013, while employed by Contributing Employers subject to the Plan's Rehabilitation Plan's Default Schedule will be subject to the reductions of an Early Retirement Pension, and

(b) Any benefits derived from Contributory Hours otherwise earned by the Participant on or after July 1, 2013, shall not be subject to reduction under subsection (a) above.

b. Ancillary Supplemental Social Security Benefit

(1) A Participant who continues to work after becoming eligible for a Service Pension shall be eligible for an Ancillary Supplemental Social Security Benefit. The Ancillary Supplemental Social Security Benefit shall be paid in addition to the Participant's Service Pension during the months from his Service Pension Effective Date up to the date specified in subsection (4) below.

(2) The amount of the Ancillary Supplemental Social Security Benefit is equal to a percentage, adjusted as in subsection (3) below, of a Participant's annual Regular Pension as of the Participant's Supplemental Benefit Eligibility Date according to the following:

Years Worked After Supplemental Benefit Eligibility Date	Percentage
1 year	10%
2 Years	25%
3 Years	50%
4 Years	75%
5 Years	100%
Each Additional Year	20% per year

A Participant's Supplemental Benefit Eligibility Date is the later of (a) the Participant's earliest possible Service Pension Effective Date, or (b) July 1, 2008.

In the event the Participant's benefit level for years of service prior to the Participant's Supplemental Benefit Eligibility Date increases after the Participant's Supplemental Benefit Eligibility Date, the Participant's Supplemental Social Security Benefit shall be based on the Participant's annual Regular Pension as of the Participant's Supplemental Benefit Eligibility Date calculated using the higher benefit level.

(3) The percentage earned in any year shall be a fraction, the numerator of which is the number of Credited Months in the year, and the denominator of which is 12. Notwithstanding the preceding sentence, if a Participant has less than 350 hours of Covered Employment in a year, then the percentage earned in the year is 0%. If in

the first year a Participant defers his retirement for less than 12 complete months, then the percentage earned in the first year is 0%. For the purpose of this subsection (3) only, Credited Months means calendar months during which contributions are required to be made on behalf of the Participant for at least 30 (thirty) hours.

- (4) The monthly Ancillary Supplemental Social Security Benefit payable to a Participant is equal to the amount determined under subsections (2) and (3) above divided by the number of months between a Participant's Supplemental Benefit Eligibility Date and his actual Service Pension Effective Date ("Deferral Months"). The monthly amount is payable as a temporary annuity until the earlier of the Participant's death or the first day of the month prior to his Unreduced Social Security Retirement Date, but for no more than the number of Deferral Months. The payments shall cease as of the first day of the month prior to the Participant's Unreduced Social Security Retirement Date, and no death benefits or survivor annuities are payable with respect to this benefit.

The amount of monthly benefit payable under this subsection shall not exceed the amount of the Participant's monthly old-age insurance benefit, unreduced on account of age, payable under Social Security as of the Participant's Service Pension Effective Date.

- (5) For retirements on or after April 1, 2013, the Ancillary Supplemental Social Security Benefit shall be payable only in monthly installments so long as the Plan is in critical status. After the Plan is certified to no longer be in critical status, the following provisions will apply:
- (a) For retirements effective after the date of such certification, the Participant may elect, in the alternative, to receive his Ancillary Supplemental Social Security Benefit in a lump sum, payable at his Service Pension Effective Date, which shall be the Actuarial Equivalent lump sum value of the Supplemental Social Security Benefit payments otherwise due to the Participant.
  - (b) For retirements effective before the date of such certification with monthly installments still to be made, the Participant may elect, in the alternative, to receive the remaining installments of his Ancillary Supplemental Social Security Benefit in a lump sum, payable as of the first of any month occurring after the date of such certification which shall be the Actuarial Equivalent lump sum value of the remaining Supplemental Social Security Benefit payments otherwise due to the Participant.
  - (c) For purposes of this subsection (5), the Actuarial Equivalent shall be determined using an interest assumption of 5.0% (five percent) per year and the mortality assumption as of January 1, 2008 as specified under Sections 417(e) of the Internal Revenue Code.
- (6) For purposes of this Subsection b. a person's Unreduced Social Security Retirement Date shall be the date the Participant becomes eligible for monthly old-age



insurance benefits, unreduced on account of age, under Title II of the Social Security Act.

- (7) If a Participant retired on or after July 1, 2013 and returns to Covered Employment, his Ancillary Supplemental Social Security benefit will cease. Upon his subsequent retirement, payment of the Participant's Ancillary Supplemental Social Security Benefit will resume at the same monthly amount that was paid before he returned to Covered Employment, until he has received all of his payments, with the exception that there will be no further payments once the Participant attains his Unreduced Social Security Retirement Date.

### **Section 3.16. Non-Duplication of Pensions.**

A person is entitled to the payment of only one type of pension under this Plan at any one time.

### **Section 3.17. Adjustments to Pensions.**

- a. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date of May 1, 1987, or earlier, will be increased by \$80.00 per month.
  - (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$80.00 for the remainder of the 60-month guarantee period.
  - (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$80.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$40.00 per month commencing with the sixty-first month.
  - (3) Pensioners whose pensions are in suspension on May 1, 1987, will begin receiving the monthly increase only upon resumption of their pensions.
  - (4) This increase does not apply to Pensioners receiving Pro-Rata Pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.

This monthly increase will be disregarded in the determination of any future increase to pensions.

- b. Effective November 1, 1987 through October 31, 1989;

Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between June 1, 1987 and May 31, 1989 will be increased by \$50 per month.

- (1) This increase will be reduced to \$25.00 for benefits continuing to a surviving Spouse in accordance with Article VI.

- (2) This increase will be reduced to \$25.00 for benefits payable to a beneficiary under Sections 7.01 and 7.02.
- (3) This increase will not apply to Pensioners receiving Pro-Rata Pensions based on less than 10 Years of Credited Service.
- (4) For Pensioners receiving an Early Retirement Pension, the reduction factors for early retirement will not apply to the \$50.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- c. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date of January 1, 1988, or earlier, will be increased by \$50.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$25.00 for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$50.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$25.00 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension on January 1, 1988, will begin commence receiving the monthly increase only upon resumption of their pensions.
- (4) This increase will not apply to Pensioners receiving Pro-Rata Pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- d. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date of October 1, 1989, or earlier, will be increased by \$25.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$25.00 for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$25.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$12.50 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension on October 1, 1989, will begin receiving the monthly increase only upon resumption of their pensions.

- (4) This increase will not apply to Pensioners receiving Pro-Rata Pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$25.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- e. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between November 1, 1989 and October 31, 1990 will be increased by \$50.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$50.00 for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$50.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$25.00 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension during the period November 1, 1989, through October 31, 1990 will begin receiving the monthly increase only upon resumption of their pensions.
- (4) This increase will not apply to Pensioners receiving Pro-Rata Pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits Payable under Section 7.01.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$50.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- f. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date of October 1, 1990, or earlier, will be increased by \$30.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$30.00 for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$30.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$15.00 per month commencing with the sixty-first month.

- (3) Pensioners whose pensions are in suspension on October 1, 1990, will begin receiving the monthly increase only upon resumption of their pensions.
- (4) This increase will not apply to Pensioners receiving Pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$30.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- g. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between November 1, 1990 and October 31, 1991 will be increased by \$50.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$50.00 for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$50.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$25.00 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension during the period November 1, 1990 through October 31, 1991 will begin receiving the monthly increase only upon resumption of their pensions.
- (4) This increase will not apply to Pensioners receiving Pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$50.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- h. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date of October 1, 1991, or earlier, will be increased by \$25.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$25.00 for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section

7.04 will be increased by \$25.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$12.50 per month commencing with the sixty-first month.

- (3) Pensioners whose pensions are in suspension on October 1, 1991, will begin receiving the monthly increase only upon resumption of their pensions.
- (4) This increase will not apply to Pensioners receiving Pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factor for these pensions will not apply to the \$25.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- i. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between November 1, 1991 and October 31, 1992 will be increased by \$50.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$50.00 for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$50.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$25.00 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension during the period November 1, 1991 through October 31, 1992 will begin receiving the monthly increase only upon resumption of their pensions.
- (4) This increase will not apply to Pensioners receiving Pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$50.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- j. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date of October 1, 1992, or earlier, will be increased by \$40.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$40.00 for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$40.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$20.00 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension on October 1, 1992, will begin receiving the monthly increase only upon resumption of their pensions.
- (4) This increase will not apply to Pensioners receiving pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$40.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- k. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between November 1, 1992 and December 31, 1993 will be increased by \$50.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$50.00 for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$50.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$25.00 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension during the period November 1, 1992 through October 31, 1993 will begin receiving the monthly increase only upon resumption of their pensions.
- (4) This increase will not apply to Pensioners receiving pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$50.00 increase.

This monthly increase will be disregarded in the determination of any future increase to pensions.

1. Except as otherwise provided in the following Subsections, all Pensioners with some Covered Employment in the State of Hawaii whose Pension Effective Dates are prior to January 1, 1993, will be increased by \$18.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$18.00 for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$18.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$9.00 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension on December 31, 1992, will begin receiving the monthly increase only upon resumption of their pensions.
- (4) This increase will not apply to Pensioners receiving pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$18.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- m. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date prior to January 1, 1994, will be increased by \$125.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$125.00 for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$125.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$62.50 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension on December 31, 1993, will begin receiving the monthly increase only upon resumption of their pensions.
- (4) This increase will not apply to Pensioners receiving pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$125.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- n. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between January 1, 1994 and December 31, 1994 will be increased by \$150.00 per month.
  - (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$150.00 for the remainder of the 60-month guarantee period.
  - (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$150.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$75.00 per month commencing with the sixty-first month.
  - (3) Pensioners whose pensions are in suspension during the period of January 1, 1994 through December 31, 1994 will begin receiving the monthly increase only upon resumption of their pensions.
  - (4) This increase will not apply to Pensioners receiving pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
  - (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$150.00.

This monthly increase will be disregarded in the determination of any future increase to pensions.

- o. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date prior to August 1, 1994, will be increased by \$25.00 per month.
  - (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$25.00 for the remainder of the 60-month guarantee period.
  - (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$25.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$12.50 per month commencing with the sixty-first month.
  - (3) Pensioners whose pensions are in suspension on July 31, 1994, will begin receiving the monthly increase only upon resumption of their pensions.
  - (4) This increase will not apply to Pensioners receiving pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.



- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$25.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- p. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs on or after January 1, 1995 but prior to January 1, 1996 will be increased by \$150.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$150.00 per month for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$150.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$75.00 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension during the period of January 1, 1995 through December 31, 1995 will begin receiving the monthly increase only upon resumption of their pensions.
- (4) This increase will not apply to Pensioners receiving pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$150.00.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- q. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs on or after January 1, 1996 but prior to January 1, 1997 will be increased by \$150.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$150.00 per month for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$150.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$75.00 per month commencing with the sixty-first month.

- (3) Pensioners whose pensions are in suspension during the period of January 1, 1996 through December 31, 1996 will begin receiving the monthly increase only upon resumption of their pensions.
- (4) This increase will not apply to Pensioners receiving pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$150.00.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- r. Except as otherwise provided in the following Subsections, all pensions in pay status on November 1, 1996, with a Pension Effective Date prior to November 1, 1996, will be increased by \$50.00 per month retroactively to January 1, 1996 or the effective date of the pension, if later.
  - (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$50.00 per month for the remainder of the 60-month guarantee period.
  - (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$50.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$25.00 per month commencing with the sixty-first month.
  - (3) Pensioners whose pensions are in suspension on October 31, 1996, will begin receiving the monthly increase only upon resumption of their Pensions.
  - (4) This increase will not apply to Pensioners receiving pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
  - (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$50.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- s. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between January 1, 1997 and December 31, 1997 will be increased by \$150.00 per month.
  - (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$150.00 per month for the remainder of the 60-month guarantee period.

- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$150.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$75.00 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension during the period of January 1, 1997 through December 31, 1997 will begin receiving the monthly increase only upon resumption of their Pensions.
- (4) This increase will not apply to Pensioners receiving pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$150.00.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- t. Except as otherwise provided in the following Subsections, all pensions in pay status on January 1, 1997 with a Pension Effective Date prior to January 1, 1997, will be increased by \$25.00 per month beginning January 1, 1997. Pensions with a Pension Effective Date occurring between January 1, 1997 and December 31, 1997 will also be increased by \$25.00 per month effective January 1, 1997 or the effective date of the Pension, if later.
  - (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$25.00 for the remainder of the 60-month guarantee period.
  - (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$25.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$12.50 per month commencing with the sixty-first month.
  - (3) Pensioners whose pensions are in suspension between December 1, 1996 and December 31, 1997 will begin receiving the monthly increase only upon resumption of their Pensions.
  - (4) This increase will not apply to Pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
  - (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$25.00.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- u. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between January 1, 1998 and December 31, 1998 will be increased by \$150.00 per month.
  - (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$150.00 per month for the remainder of the 60-month guarantee period.
  - (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$150.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$75.00 per month commencing with the sixty-first month.
  - (3) Pensioners whose pensions are in suspension during the period of January 1, 1998 through December 31, 1998 will begin receiving the monthly increase only upon resumption of their Pensions.
  - (4) This increase will not apply to Pensions based on less than 10 Years of Credited Service or to Pre-Retirement Death Benefits payable under Section 7.01.
  - (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$150.00.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- v. Monthly increases granted in accordance with Subsections 3.17.n. through u. will also apply to monthly benefits continuing to the surviving Spouse of a deceased Participant in accordance with Section 7.01.
- w. Except as otherwise provided in the following Subsections, all pensions in pay status on September 30, 1998 with a Pension Effective Date prior to October 1, 1998, will be increased by \$50.00 per month beginning January 1, 1998 or the Pension Effective Date, whichever is later. Pensions with a Pension Effective Date occurring on or after October 1, 1998 will also be increased by \$50.00 per month effective October 1, 1998 or the effective date of the Pension, if later. For each of the increases described in this Subsection, the following will apply:
  - (1) Monthly benefits continuing to the Spouse of a Pensioner in accordance with Section 7.02 will be increased by \$50.00 per month for the remainder of the 60-month guarantee period.
  - (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner or deceased Participant in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$50.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$25.00 per month commencing with the sixty-first month.

- (3) Pensioners whose pensions are in suspension will begin receiving the monthly increase only upon resumption of their Pensions.
- (4) This increase will not apply to pensions based on less than 10 Years of Credited Service.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$50.00.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- x. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date on or after January 1, 1999, will be increased by \$50.00 per month beginning January 1, 1999 or the Pension Effective Date, whichever is later. For each of the increases described in this Subsection, the following will apply:

- (1) Monthly benefits continuing to the Spouse of a Pensioner in accordance with Section 7.02 will be increased by \$50.00 per month for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner or deceased Participant in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$50.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$25.00 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension will begin receiving the monthly increase only upon resumption of their Pensions.
- (4) This increase will not apply to pensions based on less than 10 Years of Credited Service.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$50.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- y. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between January 1, 1999 and December 31, 1999 will be increased by \$100.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$100.00 per month for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner or deceased Participant in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$100.00 per month for the remainder

of the 60-month period following the Pension Effective Date, and will be reduced to \$50.00 per month commencing with the sixty-first month.

- (3) Pensioners whose pensions are in suspension during the period of January 1, 1999 through December 31, 1999 will begin receiving the monthly increase only upon resumption of their Pensions.
- (4) This increase will not apply to Pensions based on less than 10 Years of Credited Service.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$100.00.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- z. Except as otherwise provided in the following Subsections, all pensions in pay status on December 31, 1998 with a Pension Effective Date prior to January 1, 1999, will be increased by \$50.00 per month beginning January 1, 1999. For the increase described in this Subsection, the following will apply:

- (1) Monthly benefits continuing to the Spouse of a Pensioner in accordance with Section 7.02 will be increased by \$50.00 for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner or deceased Participant in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$50.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$25.00 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension will begin receiving the monthly increase only upon resumption of their Pensions.
- (4) This increase will not apply to pensions based on less than 10 Years of Credited Service.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$50.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

- aa. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date on or after January 1, 2000, will be increased by \$25.00 per month beginning January 1, 2000 or the Pension Effective Date, whichever is later. For each of the increases described in this Subsection, the following will apply:

- (1) Monthly benefits continuing to the Spouse of a Pensioner in accordance with Section 7.02 will be increased by \$25.00 for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner or deceased Participant in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$25.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$12.50 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension will begin receiving the monthly increase only upon resumption of their Pensions.
- (4) This increase will not apply to pensions based on less than 10 Years of Credited Service.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$25.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

bb. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between January 1, 2000 and December 31, 2000 will be increased by \$75.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$75.00 per month for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner or deceased Participant in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$75.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$37.50 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension during the period of January 1, 2000 through December 31, 2000 will begin receiving the monthly increase only upon resumption of their Pensions.
- (4) This increase will not apply to Pensions based on less than 10 Years of Credited Service.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$75.00.

This monthly increase will be disregarded in the determination of any future increases to pensions.

cc. Except as otherwise provided in the following Subsections, all pensions in pay status on December 31, 1999 with a Pension Effective Date prior to January 1, 2000, will be increased by \$25.00 per month beginning January 1, 2000. For the increase described in this Subsection, the following will apply:

- (1) Monthly benefits continuing to the Spouse of a Pensioner in accordance with Section 7.02 will be increased by \$25.00 for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner or deceased Participant in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$25.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$12.50 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension will begin receiving the monthly increase only upon resumption of their Pensions.
- (4) This increase will not apply to pensions based on less than 10 Years of Credited Service.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$25.00 increase.

This monthly increase will be disregarded in the determination of any future increases to pensions.

dd. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between January 1, 2001 and December 31, 2001 will be increased by \$75.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 will be increased by \$75.00 per month for the remainder of the 60-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner or deceased Participant in accordance with Article VI or any optional form of payment provided in Section 7.04 will be increased by \$75.00 per month for the remainder of the 60-month period following the Pension Effective Date, and will be reduced to \$37.50 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension during the period of January 1, 2001 through December 31, 2001 will begin receiving the monthly increase only upon resumption of their Pensions.
- (4) This increase will not apply to Pensions based on less than ten Years of Credited Service.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$75.00.



This monthly increase will be disregarded in the determination of any future increases to pensions.

ee. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between January 1, 2002 and December 31, 2002 shall be increased by \$75.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 shall be increased by \$75.00 per month for the remainder of the sixty-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner or deceased Participant in accordance with Article VI or any optional form of payment provided in Section 7.04 shall be increased by \$75.00 per month for the remainder of the sixty-month period following the Pension Effective Date, and shall be reduced to \$37.50 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension during the period of January 1, 2002 through December 31, 2002 shall commence receiving the monthly increase only upon resumption of their pensions.
- (4) This increase shall not apply to Pensions based on less than ten Years of Credited Service.
- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$75.00.

This monthly increase shall be disregarded in the determination of any future increases to Pensions.

ff. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between January 1, 2003 and December 31, 2003 shall be increased by \$75.00 per month.

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 shall be increased by \$75.00 per month for the remainder of the sixty-month guarantee period.
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner or deceased Participant in accordance with Article VI or any optional form of payment provided in Section 7.04 shall be increased by \$75.00 per month for the remainder of the sixty-month period following the Pension Effective Date, and shall be reduced to \$37.50 per month commencing with the sixty-first month.
- (3) Pensioners whose pensions are in suspension during the period of January 1, 2003 through December 31, 2003 shall commence receiving the monthly increase only upon resumption of their pensions.
- (4) This increase shall not apply to Pensions based on less than ten Years of Credited Service.

- (5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$75.00.

This monthly increase shall be disregarded in the determination of any future increases to Pensions.

gg. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between *January 1, 2004* and *December 31, 2006* shall be increased by \$200.00 per month.

- a. Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 shall be increased by \$200.00 per month for the remainder of the sixty-month guarantee period.
- b. Monthly benefits continuing to the surviving Spouse of a deceased Pensioner or deceased Participant in accordance with Article VI or any optional form of payment provided in Section 7.04 shall be increased by \$200.00 per month for the remainder of the sixty-month period following the Pension Effective Date, and shall be reduced to \$100.00 per month commencing with the sixty-first month.
- c. Pensioners whose pensions are in suspension during the period of January 1, 2004 through December 31, 2006 shall commence receiving the monthly increase only upon resumption of their pensions.
- d. This increase shall not apply to Pensions based on less than ten Years of Credited Service.
- e. For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$200.00.

This monthly increase shall be disregarded in the determination of any future increases to Pensions.

hh. Except as otherwise provided in the following Subsections, all pensions with a Pension Effective Date which occurs between January 1, 2007 and June 30, 2008 shall be increased by \$125.00 per month (which is the sum of the permanent adjustments referred to in Subsections w (\$50), x (\$50), and aa (\$25) and is not duplicative thereof).

- (1) Monthly benefits continuing to the Spouse of a deceased Pensioner in accordance with Section 7.02 shall be increased by \$125.00 per month for the remainder of the sixty month guarantee period,
- (2) Monthly benefits continuing to the surviving Spouse of a deceased Pensioner or deceased Participant in accordance with Article VI or any optional form of payment provided in Section 7.04 shall be increased by \$125.00 per month for the remainder of the sixty-month period following the Pension Effective Date, and commencing with the sixty-first month shall be determined as follows:

- (I) If the 100% Continuation Option was selected, \$125;

(II) If the 75% Continuation Option was selected \$93.75;

(III) If the Husband-and Wife Option was selected, \$62.50.

(3) Pensioners whose pensions are in suspension at any time during the period of January 1, 2007 through June 30, 2008 shall commence receiving the monthly increase only upon resumption of their pensions.

(4) This increase shall not apply to Pensions based on less than ten Years of Credited Service.

(5) For Pensioners receiving Early Retirement Pensions or Disability Pensions, the reduction factors for these pensions will not apply to the \$125.00.

This monthly increase shall be disregarded in the determination of any future increases to Pensions.

- ii. All pensions with a Pension Effective Date which occurs on or after July 1, 2008 shall consist of the greater of (1) the amount of the Participant's benefit based on his Contributions through his actual date of any type of retirement not counting any increase under this Section 3.17, or (2) the amount that the Participant's benefit would be counting only his benefit accrued through June 30, 2008, including the increase provided for in this Section 3.17.
- jj. Monthly increases granted in accordance with Subsections w through hh will also apply to monthly benefits continuing to the surviving spouse of a deceased Participant in accordance with Section 7.01.

### **Section 3.18. Return to Work Before Normal Retirement Age.**

If a Participant retired before his Normal Retirement Age on or after April 1, 2013 and before July 1, 2013, and returns to Covered Employment, on his subsequent retirement the amount of his pension will be determined as follows:

- a. If the Participant returns to Covered Employment within 24 months of his Pension Effective Date, and his pension is suspendible for some or all of such employment, then upon re-retirement his pension will be calculated under the terms of the Rehabilitation Plan then in effect including benefits earned after the Participant's initial retirement.
- b. If the Participant returns to Covered Employment after receiving at least 24 monthly retirement payments and his pension is suspendible for some or all of such employment, then upon re-retirement his pension will be calculated as the greater of (1) the amount determined under the terms of the Rehabilitation Plan then in effect including benefits earned after the Participant's initial retirement, or (2) the amount originally determined on the Participant's initial retirement.

## **ARTICLE IV- A. *PRO-RATA PENSIONS***

### **Section 4.01-A. Purpose.**

Pro-Rata Pensions are provided under this Retirement Plan for employees who would otherwise lack sufficient service credit to be eligible for any pension because their years of employment were divided between different pension plans or, if eligible, whose pensions would be of a lesser amount because of the division of employment.

### **Section 4.02-A. Related Pension Plan.**

By resolution dually adopted, the Trustees recognize other pension plans which have executed the Pension Reciprocity Agreement for Operating Engineers Pension Funds and have adopted Exhibit A to that Reciprocity Agreement as a Related Pension Plan.

### **Section 4.03-A. Related Hours.**

The term “Related Hours” means hours of employment which are creditable under a Related Plan for both pension credit and benefit accrual purposes, and includes hours of employment before the Effective Date of this Agreement.

### **Section 4.04-A. Related Credit.**

The term “Related Credit” means years of service creditable to an Employee under a Related Plan and certified by the Related Plan to this Plan, including service before the Effective Date of this Agreement to the extent creditable under this Plan.

### **Section 4.05-A. Combined Pension Credit.**

The term “Combined Pension Credit” means the total of an Employee’s Related Credit plus the Credited Service accumulated under this Plan. For the purpose of determining eligibility for a Pro-Rata Pension, the maximum “Combined Pension Credit” counted in any calendar (Plan) year will be no more than the Credited Service available under the terms of this Plan.

### **Section 4.06-A. Eligibility.**

An Employee is eligible for a Pro-Rata Pension under this Plan if he has filed an application for benefits in accordance with Section 9.01 and satisfies all of the following requirements:

- a. He has retired and is not performing work for which contributions are being made to a Related Plan; and
- b. He would be eligible for a Regular, Early Retirement or a Disability Pension under this Plan were his Combined Pension Credits treated as Credited Service under this Plan; and
- c. He has at least one year of Credited Service based upon actual employment after his Effective Date of Coverage for which contributions have been made to this Plan; and
- d. He is eligible for a Pension from a Related Plan; and

e. He waives his right to any other pension he may otherwise be entitled to from this Plan.

**Section 4.07-A. Benefit Amount.**

The amount of the Pro-Rata Pension is determined in the same manner as applicable to the calculation of Regular Pension benefits based on the Years of Credited Service under this Plan and the Employer Contributions to this Plan on behalf of the Employee. No payment will be received from this Plan for Related Credits.

**Section 4.08-A. Payment.**

The payment of a Pro-Rata Pension is subject to all of the conditions applicable to other types of pensions under this Plan.

**Section 4.09-A. Break in Service.**

Related Hours are counted when determining whether an Employee has satisfied the requirements of this Plan in order to prevent cancellation of his accumulated Credited Service.

**Section 4.10-A. Death Benefits.**

Related Credits are limited to determining an Employee's eligibility for monthly pension benefits to a pensioner (including a Disability Pension) or for monthly payments to the survivor of an Employee or pensioner under Article VI and Sections 7.02 and 7.04.

**Section 4.11-A. Effective Date.**

This Article and the payment of Pro-Rata Pensions under this Section became effective on December 1, 1976.

## **ARTICLE IV- B. *SPECIAL PRO-RATA PENSIONS***

### **Section 4.01-B. Purpose.**

A Special Pro-Rata Pension is provided under this Retirement plan for employees who would otherwise lack sufficient service credit to be eligible for any pension because their years of employment were divided between different pension plans or, if eligible, whose pensions would be of a lesser amount because of the division of employment.

### **Section 4.02-B. Special Related Pension Plan.**

By resolution duly adopted, the Trustees recognize any pension plan as a Special Related Pension Plan, provided the board of trustees have adopted a similar resolution recognizing the Pension Trust Fund for Operating Engineers as a Special Related Pension Plan. Currently the only Special Related Pension Plan is Operating Engineers Pension Trust Fund I.U.O.E. Local 12.

### **Section 4.03-B. Special Related Hours.**

The term “Special Related Hours” means hours of employment which are creditable under a Special Related Pension Plan for both pension credit and benefit accrual purposes, and include hours of employment before the Effective Date of this Article IV-B.

### **Section 4.04-B. Special Related Credit.**

The term “Special Related Credit” means years of service creditable to an Employee under a Special Related Plan and certified by a Special Related Plan to this Plan, including service before the Effective Date of this Article IV-B to the extent creditable under this Plan.

### **Section 4.05-B. Combined Pension Credit.**

The term “Combined Pension Credit” means the total of an Employee’s Special Related Credit plus the Credited Service accumulated under this Plan. For the purpose of determining eligibility for a Special Pro-Rata Pension, the maximum “Combined Pension Credit” counted in any calendar (Plan) year will be no more than the Credited Service available under the terms of this Plan.

### **Section 4.06-B. Eligibility.**

An Employee is eligible for a Special Pro-Rata Pension under this Article IV-B if he has filed an application for benefits in accordance with Section 9.01 and satisfies all of the following requirements:

- a. He has retired and is not performing work for which contributions are being made to a Special Pro-Rata Pension; and
- b. He would be eligible for a Regular, Early Retirement or a Disability Pension under this Plan were his Combined Pension Credits treated as Credited Service under this Plan; and

- c. He has at least one hour of actual employment after his Effective Date of Coverage for which contributions have been made to this Plan; and
- d. He is eligible for a Pension from a Special Related Plan; and
- e. He waives his right to any other pension he may otherwise be entitled to from this Plan.

**Section 4.07-B. Benefit Amount.**

The amount of the Special Pro-Rata Pension is determined in the same manner as applicable to the calculation of Regular Pension benefits based on the Years of Credited Service under this Plan and the Employer Contributions to this Plan on behalf of the Employee. No payment will be received from this Plan for Special Related Credits.

**Section 4.08-B. Payment.**

The payment of a Special Pro-Rata pension is subject to all of the conditions applicable to other types of pensions under this Plan.

**Section 4.09-B. Break in Service.**

Special Related Hours are counted when determining whether an Employee has satisfied the requirements of this Plan in order to prevent cancellation of his accumulated Credited Service.

**Section 4.10-B. Death Benefits.**

Special Related Credits are limited to determining an Employee's eligibility for monthly pension benefits to a pensioner (including a Disability Pension), or for monthly payments to the survivor of an Employee or pensioner under Article VI and Sections 7.02 and 7.04.

**Section 4.11-B. Effective Date.**

This Article IV-B and the payment of Special Pro-Rata Pensions under this Section became effective on January 1, 1986.

## **ARTICLE V. ACCUMULATION OF YEARS OF CREDITED SERVICE AND PENSION CREDIT**

### **Section 5.01. General.**

The purpose of this Article is to define the basis on which Participants accumulate Years of Credited Service and Pension Credit. This Article also defines the basis on which accumulated Years of Credited Service and Pension Credit may be cancelled.

### **Section 5.02. Credit for Periods Before the Contribution Date (Credited Past Service).**

- a. A Participant is entitled to Credited Past Service for employment in the geographical jurisdiction of the Union prior to January 1 of the year in which his Contribution Date occurs:
  - (1) On work for an Individual Employer (or predecessor) of the type or kind covered by the Collective Bargaining Agreement between the Union and that employer, or
  - (2) On work of the type or kind covered by the Collective Bargaining Agreements between the Union and employers in effect on January 1, 1958 except for work for a public agency or for an employer who has a Recognized Company Pension Plan in which the Participant participated, or
  - (3) On work for which Contributions were payable after his Contribution Date in accordance with Subsection 4.b. or 4.c. of Article I of the Trust Agreement which are quoted in Section 1.14.

A Participant is entitled to a full year of Credited Past Service for each calendar year he was employed or available for employment for at least 32 weeks. If a Participant was employed, or available for employment, for less than 32 weeks, but more than 8 weeks in any Calendar Year, he will receive one quarter of a Year of Credited Past Service for each 8 weeks of employment or availability for employment.

#### ***Exceptions:***

- (1) A Participant in any Bargaining Group for whom Contributions began after December 31, 1969 and before January 1, 1975 will not receive more than 10 Years of Credited Past Service.
- (2) A Participant in any Bargaining Group for whom Contributions began after December 31, 1974 and before June 1, 2002, will not receive more than 5 Years of Credited Past Service.



- (3) A Participant who has at least 8 quarters of Credited Future Service will, subject to exception (2) above and exception (4) below, receive up to 5 Years of Credited Past Service for work of the type or kind covered by Collective Bargaining Agreements between the Union and employers in effect on January 1, 1958 performed for (a) a public agency or (b) for an employer who has a Recognized Company Pension Plan in which the Participant participated. In no event will Credited Past Service be granted for any period of employment for which a pension is payable under any other pension program.
  - (4) A Participant in any Bargaining Group for whom Contributions began after April 1, 1990 and before June 1, 2002, will not receive more than 5 Years of Credited Past Service. A Participant will not be granted Non-Contributory Pension Credits for the Credited Past Service received under this exception.
  - (5) A Participant in any Bargaining Group for whom Contributions began after May 31, 2002 will not receive Credited Past Service.
- b. Application for entitlement to Credited Past Service must be made on a form approved by the Board and signed by the Participant, specifying the periods during which he was employed or available for employment on work entitling him to Credited Service and confirmed by evidence satisfactory to the Board substantiating the employment or availability for employment claimed by him. The Board may accept as prima facie evidence of employment or availability for employment any or all of the following, for periods of service claimed:
  - (1) A statement obtained by the Board from an employer certifying that the applicant performed work for that employer entitling him to Credited Past Service during the period.
  - (2) A statement obtained by the Board from the Secretary or other authorized Officer of the Union certifying that the applicant was a member in good standing in the Union during the period, or was regularly employed during the period on work described in a.(3) above.
  - (3) A statement from the Social Security Administration to the effect that according to its records the applicant was employed during the period by a named employer, which was known or reputed to be performing work of the type covered by a Collective Bargaining Agreement within the present territorial jurisdiction of the Union during the period.
- c. A Participant will be granted one Year of Credited Past Service for (i) each year of military service prior to his Contribution Date in the Armed Forces of the United States for the period during which he retained reemployment rights under federal law, or (ii) for each year of imprisonment by a declared enemy nation, provided the Participant was employed in work of the type for which Credited Past Service is granted immediately prior to military service or to the employment in the war zone which resulted in his imprisonment.

A Participant will also be granted Credited Past Service for partial years of military service or imprisonment, of one quarter of Credited Past Service for each three months of military service or imprisonment. However, a Participant may not receive more than 2 Years of Credited Past Service for all periods of imprisonment prior to the Contribution Date.

**Section 5.03. Years of Credited Service After the Contribution Date.**

- a. For the period between the Contribution Date and January 1, 1966, a Participant will receive Credited Future Service for Hours of Service in Covered Employment during a Calendar Year, in accordance with the following schedule:

Hours of Service in Calendar Year	Credited Future Service
Less than 350 hours	None
350 to 699 hours	1/4
700 to 999 hours	2/4
1,000 hours or more	One Year

- b. For the period from January 1, 1966 to January 1, 1977, a Participant will receive Credited Future Service for Hours of Service worked in Covered Employment during a Calendar Year, depending upon his age in accordance with the following schedules:

- (1) In any Calendar Year in which a Participant was younger than 60 years of age, he will receive Credited Future Service for Hours of Service in Covered Employment in accordance with the following schedule:

Hours of Service in Calendar Year	Credited Future Service
Less than 350 hours	None
350 to 699 hours	1/4
700 to 999 hours	2/4
1,000 to 1,749 hours	One Year
1,750 hours or more	1-1/4

- (2) In any Calendar Year in which a Participant was or became 60 or more years of age, he will receive Credited Future Service for Hours of Service in Covered Employment in accordance with the following schedule:

Hours of Service in Calendar Year	Credited Future Service
Less than 300 hours	None
300 to 699 hours	1/4
700 to 899 hours	2/4
900 to 999 hours	3/4

1,000 to 1,499 hours	One Year
1,500 hours or more	1-1/4

- c. For the period from January 1, 1977 to January 1, 1981 a Participant will receive Credited Future Service for Hours of Service in Covered Employment during a Calendar Year, according to the following schedule:

Hours of Service in Calendar Year	Credited Future Service
Less than 500 hours	None
500 to 749 hours	2/4
750 to 999 hours	3/4
1,000 hours or more	One Year

- d. A Participant will receive Credited Future Service for Hours of Service in Covered Employment during a Calendar Year after December 31, 1980, according to the following schedule:

Hours of Service in Calendar Year	Credited Future Service
Less than 350 hours	None
350 to 499 hours	1/4
500 to 749 hours	2/4
750 to 999 hours	3/4
1,000 hours or more	One Year

- e. If a Participant works for a Contributing Employer in Continuous Non-Covered Employment, his Hours of Service in Continuous Non-Covered Employment after December 31, 1976 (or after the Contribution Date, if later) will be counted toward a Year of Credited Service. If the Participant does not work sufficient Hours of Service for Contributing Employer(s) to earn a full Year of Credited Service in a calendar year, he will not be entitled to any portion of a Year of Credited Service for Hours of Service in Continuous Non-Covered Employment.
- f. A Participant will receive Years of Credited Service for any period after his Contribution Date during which he is employed by an Individual Employer in work for which Participants with that Individual Employer with a later Contribution Date are granted Credit Past Service in accordance with Section 5.02.(a.)(1). Credited Service will be granted to a Participant for these periods of employment in accordance with Section 5.02.
- g. A Participant will receive Credited Service in accordance with Subsections 5.03 a., b., c., and d. for any period after the Contribution Date during which he continuously worked for a Contributing Employer under a Collective Bargaining Agreement with the Union and during which contributions with respect to that work were made to another multiemployer pension program.

- h. **Exception:** A Participant is not entitled to Credited Service for the following periods:
- (1) Years preceding a Permanent Break in Service as defined in Subsection 5.06.a. for periods prior to January 1, 1976.
  - (2) Years preceding a Permanent Break in Service as defined in Subsection 5.06.c., except as may be required by the ERISA Regulations.
- i. A Participant will receive Credited Service in accordance with Subsections 5.03 a., b., c., and d. for any period after his or her Contribution Date through December 31, 2005 during which he or she continuously (1) worked for the Union under a collective bargaining agreement with Office and Professional Employees Union Local 29, and (2) during which time contributions with respect to that work were made to another multiemployer pension program, and (3) as of January 1, 2006 the Participant had ceased to be a member of Office and Professional Employees Union Local 29 but remained an employee of the Union. Such Credited Service is in lieu of credit for Continuous Non-Covered Employment for such period, and will be counted for benefit eligibility purposes, but will not increase a Participant's accrued benefit since no Contributions to this Plan were made for such service.

#### **Section 5.04. Pension Credit.**

Pension Credits can be either Contributory or Non-Contributory. Contributory Pension Credit means Pension Credit awarded for hours worked for which contributions were required to be made to the Plan. Non-Contributory Pension Credits means Pension Credit awarded for periods of service prior to the Contribution Date for which no contributions are required to be made to the Plan.

- a. For periods before the Contribution Date a Participant will receive one Non-Contributory Pension Credit (or portion thereof) for every Year of Credited Past Service (or portion thereof) to which he is entitled under Section 5.02.
- b. For the period between the Contribution Date and January 1, 1966, a Participant will receive contributory Pension Credit for Contributory Hours in accordance with the following schedule:

Contributory Hours Worked in Calendar Year	Contributory Pension Credit
Less than 350 hours	None
350 to 699 hours	1/4
700 to 1,049 hours	2/4
1,050 to 1,399 hours	3/4
1,400 hours or more	One

- c. For the period from January 1, 1966 to January 1, 1977 a Participant will receive contributory Pension Credit for Contributory Hours depending upon his age, in accordance with the following schedule:

- (1) In any calendar year in which a Participant was younger than age 60, he will receive contributory Pension Credit for Contributory Hours in accordance with the following schedule:

Contributory Hours Worked in Calendar Year	Contributory Pension Credit
Less than 350 hours	None
350 to 699 hours	1/4
700 to 1,049 hours	2/4
1,050 to 1,399 hours	3/4
1,400 to 1,749 hours	One
1,750 hours or more	1-1/4

- (2) In any calendar year in which a Participant was or became 60 or more years of age, he will receive contributory Pension Credit for Contributory Hours in accordance with the following schedule:

Contributory Hours Worked in Calendar Year	Contributory Pension Credit
Less than 300 hours	None
300 to 599 hours	1/4
600 to 899 hours	2/4
900 to 1,199 hours	3/4
1,200 to 1,499 hours	One
1,500 hours or more	1-1/4

- d. Beginning January 1, 1977, a Participant will receive contributory Pension Credit for Contributory Hours in accordance with the schedules set forth in Sections 5.03.c. and 5.03.d.
- e. A Participant will be granted Non-Contributory Pension Credit for any period after his Contribution Date during which he is employed in work for which Participants with a later Contribution date are granted Past Service Pension Credit. Past Service Pension Credit will be granted to a Participant for those periods of employment in accordance with Subsections 5.04.a.

#### **Section 5.05. Military Service After the Contribution Date.**

A Participant who is absent from Covered Employment due to Qualified Military Service will be credited hours towards the accumulation and accrual of Credited Service and benefit accruals for such period of Qualified Military Service if he or she was working in Covered Employment during the 90-day period immediately prior to such Qualified Military Service and returns to Covered Employment within the period during which he or she retains reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

Credited Service and benefit accruals shall be credited for such Qualified Military Service based on the average number of hours worked in a week by the Participant during the twelve-month period immediately preceding such military service, but not less than 30 hours per week for such military service. Contributions for Qualified Military Service shall be required to be an expense of the Plan and no additional Employer Contributions shall be required.

#### **Section 5.06. Breaks in Service. General.**

If a person has a Break in Service before he has become a Vested Participant, it has the effect of canceling his participation, his previous Years of Credited Service and his Pension Credit. However, a Break in Service may be temporary, subject to repair by sufficient amount of subsequent Credited Service. A longer Break in Service may be permanent. The Break-in-Service rule does not apply to a Pensioner or a Vested Participant.

##### **a. Permanent Breaks in Service Before January 1, 1976.**

Between the Contribution Date and January 1, 1976, a person will have incurred a Permanent Break in Service and his Credited Service and accrued benefits were cancelled if after the January 1 coinciding with or immediately following his Contribution Date he failed to earn at least one quarter of Credited Future Service as a result of Contributory Hours in any period of 3 consecutive calendar years, unless (1) that person was permanently and totally disabled on or before January 1 of the year in which Contributions began for the Bargaining Group in which he was employed at the time he became disabled, or (2) for periods prior to May 1, 1963 that person earned one quarter of Credited Future Service within the 3 consecutive 12-month periods immediately following May 1, 1960.

If a person incurred a Permanent Break in Service before January 1, 1976, which would not have occurred if moratorium years under the Job Placement Regulations of a Collective Bargaining Agreement were excluded from the period, and if during each of the excluded years the person was continuously registered under the Job Placement Regulations and available for work in Covered Employment, all of his cancelled years of Credited Service and Pension Credit will be reinstated and his Separation from Covered Employment cancelled on the first day of the month coincident with or next following his subsequent accumulation of 5 years of Credited Service, without an intervening Separation from Covered Employment, but only if he returned to Covered Employment and earned some Credited Future Service within 2 Calendar Years following the date his Break in Service occurred.

##### **b. One-Year Break in Service After December 31, 1975.**

- (1) A person will have a One-Year Break in Service on December 31, 1976 if (i) he was younger than age 60 and did not work at least 350 Hours of Service after January 1, 1976, or (ii) he was 60 or more years of age during the Calendar Year and did not work at least 300 Hours of Service in Covered Employment after January 1, 1976.

A person will have a One-Year Break in Service on December 31, 1977 if (i) he was younger than age 60 and did not work at least 350 Hours of Service after

January 1, 1977 or (ii) he was 60 or more years of age during the Calendar Year and did not work at least 300 Hours of Service in Covered Employment after January 1, 1977.

A person will have a One-Year Break in Service in any Calendar Year after December 31, 1977 in which he fails to work at least 500 Hours of Service in Covered Employment.

A person will have a One-Year Break in Service in any Calendar Year after December 31, 1980 in which he fails to work at least 350 Hours of Service in Covered Employment.

(2) Hours of Service in Continuous Non-Covered Employment after December 1, 1976 will be counted in determining whether a Break in Service has been incurred.

(3) A One-Year Break in Service is repairable, in the sense that its effects are eliminated if, before incurring a Permanent Break in Service, the Employee subsequently earns a fraction of a Year of Credited Service in accordance with Section 5.03. More specifically,

(a) previously earned Years of Credited Service and accrued benefits are restored;

(b) nothing in this paragraph changes the effect of a Permanent Break in Service.

**c. Permanent Break in Service After December 31, 1975 and Before January 1, 1986.**

A person will have a Permanent Break in Service if he had consecutive One-Year Breaks in Service, including at least one after December 31, 1975, that equal or exceed the number of full Years of Credited Service which he had previously accumulated.

If a person incurred a Permanent Break in Service before January 1, 1986, which would not have occurred if moratorium years under the Job Placement Regulations of a Collective Bargaining Agreement were excluded from the period of the Break, and if during each of the excluded years the person was continuously registered under the Job Placement Regulations and available for work in Covered Employment, all of his cancelled years of Credited Service and Pension Credit will be reinstated and his Separation from Covered Employment cancelled on the first day of the month coincident with or next following his subsequent accumulation of 5 years of Credited Service, without an intervening Separation from Covered Employment, but only if he returned to Covered Employment and earned some Credited Future Service within 2 Calendar Years following the date of his Break in Service occurred.

**d. Permanent Break in Service After December 31, 1985.**

A person will have a Permanent Break in Service if he has consecutive One-Year Breaks in Service, including at least one after December 31, 1985, that equal the greater of 5 or the aggregate number of full Years of Credited Service which were previously accumulated.

If a person incurred a Permanent Break in Service after December 31, 1990 and before January 1, 1993, which would not have occurred if moratorium years under the Job Placement Regulations of a Collective Bargaining Agreement were excluded from the period of the Break, and if during each of the excluded years the person was continuously registered under the Job Placement Regulations and available for work in Covered Employment, all of his cancelled years of Credited Service and Pension Credit will be reinstated and his Separation from Covered Employment cancelled on the first day of the month coincident with or next following his subsequent accumulation of 5 Years of Credited Service, without an intervening Separation from Covered Employment, but only if he returned to Covered Employment and earned some Credited Future Service within 2 Calendar Years following the date his Break in Service occurred.

However, the foregoing rule will apply to a Non-Bargained Employee if the Break in Service occurs before he has earned 5 Years of Credited Service, only if he has at least one Hour of Service after December 31, 1988,

**e. Grace Periods After the Contribution Date.**

A Participant who is absent from Covered Employment will be allowed grace periods under the following circumstances, if he is unable to earn at least one quarter of Credited Future Service as a result of Contributory Hours of work in any period of 3 consecutive calendar years.

- (1) A Participant will be allowed a grace period of up to 2 consecutive years when he was totally disabled from work as an Employee.

Grace periods allowed under this Section will be granted for each period of disability and cannot be combined with grace periods permitted under Subsection 5.06.f.(1) to exceed 2 years, or Section 5.06.g. to exceed 5 years.

- (2) A Participant will be allowed an indefinite grace period for periods of employment after the Contribution Date in one of the following classifications:
  - (a) Full-time paid employment with the International Union of Operating Engineers;
  - (b) Employment with a public agency in the type or kind of craft work covered by a Collective Bargaining Agreement performed in the geographical jurisdiction of the Union;
  - (c) Employment in a supervisory capacity above the rank of foreman with a Contributing Employer;



- (d) Employment under contract initially with a Contributing Employer, or with a Joint Venture in which a Contributing Employer participated, on a project located outside of the United States and continued employment under contract on the project by a Contributing Employer or by a Joint Venture in which a Contributing Employer participated whether or not with the initial Contributing Employer or Joint Venture; and
- (e) Employment with an employer (i) not obligated to contribute to this Pension Fund, but (ii) who was signatory to a Collective Bargaining Agreement with the Union and (iii) who had a Recognized Company Pension Plan in which the Participant participated; and
- (f) Employment covered by a Collective Bargaining Agreement with the International Union of Operating Engineers, or any of its affiliates on a project outside of the United States.

**f. Grace Periods After December 31, 1976.**

- (1) A Participant who was absent from Covered Employment because of an occupational disability will be allowed a grace period not to exceed 24 months for the period for which Workers' Compensation temporary disability benefits were paid, or which constituted a valid waiting period for these benefits.

Grace periods allowed under this Section will be granted for each period of disability and can not be combined with grace periods permitted under Subsection 5.06.e.(1) to exceed 2 years, or Section 5.06.g. to exceed 5 years.

- (2) A Participant who is absent from Covered Employment after December 31, 1985, because of Maternity or Paternity Leave will be credited with a maximum of 501 Hours of Service for the period of leave.

**Maternity/Paternity Leave Defined.** A Participant is on Maternity or Paternity Leave if the Participant is absent from work by reason of the pregnancy of the Participant, by reason of the birth of a child of the Participant, by reason of the placement of a child with the Participant in connection with the adoption of the child by the Participant, or for the purpose of caring for the child during the period immediately following the birth or placement.

**g. Grace Periods After December 31, 1989.**

A Participant who was absent from Covered Employment because he was totally disabled from work as an Employee or because of an occupational disability for which Workers' Compensation temporary disability benefits were paid (or which constituted a valid waiting period for such benefits), will be allowed a grace period of up to 5 consecutive years.

Grace periods allowed under this Section will be granted for each period of disability and can not be combined with grace periods permitted under Subsections 5.06.e.(1) and 5.06.f.(1) to exceed 5 years.

- h. A grace period does not add to a Participant's Credited Service; it is a period which is to be disregarded in determining whether the Participant has worked sufficient hours in Covered Employment to prevent a Permanent Break in Service. In order to secure the benefits of a grace period, a Participant must give written notice to the Board of the circumstances entitling the Participant to a grace period, and must submit written evidence as the Board may require.

- i. **Effect of Permanent Break in Service.**

If a person who is not a Vested Participant has a Permanent Break in Service:

- a. his previous Years of Credited Service and Pension Credit are cancelled, and
- b. his participation is cancelled; new participation is subject to the provisions of Section 2.04.

- j. **Reinstatement of Lost Credit.**

Notwithstanding any other rules of the Plan, lost credits will be reinstated under the following rules:

- (1) Credited Service will be reinstated for vesting purposes according to the following rules:
  - (a) An Employee who is a Participant on or after January 1, 2000 who has incurred a Permanent Break in Service or multiple Permanent Breaks in Service will have his cancelled Credited Service reinstated provided he returns to work in Covered Employment following such Permanent Break(s) in Service and, based on such work in Covered Employment, earns 5 additional Years of Credited Service after December 31, 1999 without a Permanent Break in Service.
  - (b) This subsection (1) shall not apply to (i) Participants who are not Employees on or after January 1, 2000, or (ii) Pensioners whose original Pension Effective Date occurred prior to January 1, 2000.
- (2) Pension Credits and accrued benefits, whenever cancelled, will be reinstated for benefit accrual purposes if a Participant who has incurred a Permanent Break in Service or multiple Permanent Breaks in Service returns to work after January 1, 1976 and following such Permanent Break(s) in Service and earns at least 5 additional Years of Credited Service without a Permanent Break in Service.

### **Section 5.07. Vested Status.**

A Participant achieves Vested Status under the circumstances described below:

- a. Beginning January 1, 1998, a Participant achieves Vested Status if he has at least one Hour of Service after December 31, 1997, and has accumulated 5 Years of Credited Service, without a Permanent Break in Service. However, a Participant who does not have at least one Hour of Service after December 31, 1997, attains Vested Status in accordance with Subsection b. below.

**Exception:** An Employee achieves vested status and will not be required to reestablish Participation as described in Article 2 nor meet the one Hour of Service requirement as described in a. above if all of the following circumstances exist:

- (1) The Employee has accumulated at least 5 Years of Credited Service without a Permanent Break in Service.
  - (2) The Employee has been unable to work in Covered Employment because of a permanent disabling condition for which the onset of disability as established by the Social Security Administration, was on or before January 1, 1998 and Social Security Disability Benefits were received on or after January 1, 1998.
  - (3) The Employee has one quarter of a Year of Credited Service as a result of work in Covered Employment within the Calendar Year of the onset date of the disability or in the Calendar Year immediately preceding the onset date.
  - (4) The Employee's disability has been continuous from the date of the onset of the disability through January 1, 1998.
- b. Between December 1, 1976 and January 1, 1998, a Participant achieves Vested Status if he has accumulated at least 10 Years of Credited Service, without a Permanent Break in Service. However, after January 1, 1989, a Non-Bargained Employee who has at least one Hour of Service after December 31, 1988, attains Vested Status after he has accumulated 5 Years of Credited Service.
- c. Between January 1, 1975 and December 1, 1976, a Participant achieved Vested Status if he had accumulated at least 10 Pension Credits, without a Permanent Break in Service.
- d. Between January 1, 1972 and January 1, 1975, a Participant achieved Vested Status if he (a) had accumulated 25 Pension Credits or (b) was at least age 45 and had accumulated at least 10 Pension Credits, without a Permanent Break in Service, in either case.
- e. Between January 1, 1965 and January 1, 1972, a Participant achieved Vested Status if he (a) had accumulated 25 Pension Credits or (b) was at least age 55 and had accumulated at least 10 Pension Credits, without a Permanent Break in Service, in either case.
- f. Before January 1, 1965, a Participant achieved Vested Status if he was at least age 55 and had accumulated at least 10 Pension Credits, without a Permanent Break in Service.

#### **Section 5.08. Separation from Covered Employment.**

A Participant will be deemed to be Separated from Covered Employment at the end of any 3-consecutive-calendar year period in which he did not earn any Credited Future Service as a result of Contributory Hours of work. Unless otherwise indicated, benefits accrued prior to a Separation from Covered Employment are subject to the Plan provisions of Section 3.03 (Amount of the Regular Pension) in effect at the end of the Separation period. Benefits accrued after a Separation from Covered Employment are subject to the Plan provisions under the most recently amended Plan. All benefits, whether before or after a Participant has Separated from Covered Employment, will be subject to the Plan's reduction of adjustable benefits pursuant to its Rehabilitation Plan.

#### **Section 5.09. Purchase of Credited Service by a Contributing Employer.**

A Contributing Employer may purchase up to five (5) years of Credited Service in the Plan, for purposes of vesting, on behalf of employees in a Bargaining Group. Additional years of Credited Service may also be purchased to the extent needed in order for individual employees to satisfy the eligibility provisions for an Early Retirement Pension under Section 3.04, provided the following conditions are met:

- a. There is a collective bargaining agreement between the Union and the Contributing Employer that provides for the purchasing of Credited Service in the Plan;
- b. The Bargaining Group on whose behalf Credited Service is purchased shall be a new Bargaining Group under this Plan and shall not have had contributions made on its behalf by the purchasing Contributing Employer or any other Contributing Employer to the Plan;
- c. The Bargaining Group on whose behalf Credited Service is purchased shall have been previously covered by a collective bargaining agreement with the Union and the prior agreement must have required contributions to be made on the Bargaining Group's behalf to another pension plan that does not have reciprocity with this Plan;
- d. If the Contributing Employer purchases Credited Service on behalf of any one employee in the Bargaining Group, it must purchase Credited Service on behalf of every similarly situated employee in the Bargaining Group employed at the time of the purchase; however, the Contributing Employer may purchase differing numbers of Credited Service for each employee based on the number of Credited Service to be earned by the employee prior to reaching early retirement age; and
- e. The Contributing Employer shall pay to the Plan an amount for the Credited Service that is at least equal to the anticipated actuarial cost to the Plan of providing benefits it might not otherwise pay to employees in the Bargaining Group due to the employee(s) not otherwise reaching vested status under the Plan and/or the cost of providing benefits at early retirement age which otherwise would not have been payable until normal retirement age. The actuarial cost to the Contributing Employer shall be determined by the Plan prior to the purchase of Credited Service and no employee shall be granted Credited Service until the Contributing Employer has paid for all Credited Service purchased.

## **ARTICLE VI. *HUSBAND-AND-WIFE PENSION AND SURVIVING SPOUSE PENSION***

### **Section 6.01. General.**

- a. Single Life Annuity. The amounts of Participants' benefits calculated under Article III are expressed in the form of a Single Life Annuity payable monthly for the life of the Participant.
- b. Husband-and-Wife Pension. Upon retirement, the Husband-and-Wife Pension provides a lifetime pension for a married Pensioner who meets conditions specified in this Article and the eligibility requirements of any type of Pension under the provisions of Articles III, IV-A or IV-B plus a lifetime pension for his or her surviving Spouse, starting after the death of the Pensioner. In the event of a Participant's death before retirement, the Surviving Spouse Pension provides a lifetime pension to the surviving Spouse of a married Participant who is vested in accordance with Section 5.07.
- c. Amount of Surviving Spouse's Benefit. The monthly amount to be paid to the surviving Spouse is one-half the monthly amount which was payable or would have been payable to the deceased Pensioner or Participant. When a Husband-and-Wife Pension is in effect, the monthly amount of the Participant's pension is reduced in accordance with the provisions of Section 6.06 from the full amount otherwise payable.
- d. Pop-Up Feature. Effective January 1, 1991, in the event that the Spouse predeceases the Pensioner, the monthly benefit payable as a Husband-and-Wife Pension will revert to the full monthly Single Life Annuity amount of the Pensioner's regular monthly benefit. The full monthly Single Life Annuity benefit is then payable for the lifetime of the Pensioner.

### **Section 6.02. Effective Date.**

The provisions of this Article do not apply:

- a. to a Pensioner, whose Pension Effective Date was before January 1, 1985; or
- b. to a Vested Participant who has not earned one Hour of Service after August 22, 1984.

### **Section 6.03. Upon Retirement.**

All pensions will be paid in the form of a Husband-and-Wife Pension, unless the Participant has filed with the Board, in writing, a timely election to waive that form of pension, subject to all of the conditions of this Section. Such election or rejection must be made on forms furnished by the Fund Office and filed with the Board at the Fund Office.

- a. No election is effective unless the Spouse of the Participant has consented in writing to that election; the election designates a Beneficiary (or a form of benefits) which may not be changed without spousal consent (or the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the Spouse); and has acknowledged the effect of the election, and the consent is witnessed by an authorized Fund Representative, or a Notary Public. No consent is required if it has

been established to the satisfaction of a Fund Representative that the consent may not be obtained because there is no Spouse or because the Spouse cannot be located or because of other circumstances the Secretary of the Treasury may by regulation prescribe. Any consent by a Spouse (or establishment that the consent of a Spouse may not be obtained) is effective only with respect to that Spouse.

- b. The Board shall provide to each Participant, no less than 30 days and no more than 180 days before the Pension Effective Date, a written explanation of the terms and conditions of the Husband-and-Wife Pension and the effect of the rejection of such pension. A Participant (with any applicable spousal consent) may waive the requirement that the written explanation be provided at least 30 days before the Pension Effective Date if the Participant's pension commences more than 7 days after the written explanation is provided.
- c. A Participant and his legal Spouse may reject the Husband-and-Wife Pension (or revoke a previous rejection) at any time not more than 180 days before the Pension Effective Date; that is, before the first day of the first month for which a pension is payable. However, the rejection period shall end on the 30<sup>th</sup> day after the date on which the written explanation is provided, if the written explanation is provided after the Pension Effective Date.
- d. The 50% Husband-and-Wife Pension may be waived, without consent of the Spouse, in favor of any other form of pension for which the Participant qualifies under the Plan if it would provide the Participant's Spouse with (a) a lifetime pension for the period, if any, that she survives the Participant, (b) no additional conditions are imposed on her right to the benefit, and (c) the amount of the survivor pension would be greater than the amount that would be payable as a 50% Husband-and-Wife Pension.

#### **Section 6.04. Retirement on a Disability Pension before Age 55.**

If the Effective Date of a married Participant's Husband-and-Wife Pension occurs before he attains age 55, payment to the surviving Spouse, if any, will start on the later of (a) the first of the month following the death of the Pensioner, or (b) the first of the month following the date when the Pensioner would have attained age 55 had he lived.

#### **Section 6.05. Death of an Eligible Participant Before Retirement - Surviving Spouse Pension.**

- a. If a Vested Participant with at least 10 Years of Credited Service dies after earning one or more Hours of Service after August 22, 1984, his surviving Spouse is entitled to a Surviving Spouse Pension as described in paragraph (1) below.
  - (1) If the Participant's death occurred after attainment of age 55, the Spouse will be paid a Surviving Spouse Pension as if the Participant had retired on a Husband-and-Wife Pension on the day before death. If the Participant's death occurred before attainment of age 55, the Spouse will be paid a Surviving Spouse Pension commencing with the month following the month in which the Participant would have reached age 55 had he lived. The amount of the Pension will be determined as if the Participant had left Covered Employment on the date of death

(or the date he last worked in Covered Employment if earlier), retired on a Husband-and-Wife Pension upon reaching age 55, and died on the last day of the month in which age 55 was reached.

This Section also applies to a Vested Participant with at least 10 Years of Credited Service who had one or more Hours of Service on or after September 2, 1974 and dies after August 22, 1984.

- b. If a Vested Participant with less than 10 Years of Credited Service earns one or more Hours of Service after December 31, 1997 and dies after January 1, 1998, his surviving Spouse is entitled to a Surviving Spouse Pension as described in paragraphs (1) and (2) below.
  - (1) If the Participant's death occurred after attainment of age 65, the Spouse will be paid a Surviving Spouse Pension as if the Participant had retired on a Husband-and-Wife Pension on the day before death.
  - (2) If the Participant's death occurred before attainment of age 65, the Spouse will be paid a Surviving Spouse Pension commencing with the month following the month in which the Participant would have reached age 65 had he lived. The amount of the Pension will be determined as if the Participant had left Covered Employment on the date of death (or the date he last worked in Covered Employment if earlier), retired on a Husband-and-Wife Pension upon reaching age 65, and died on the last day of the month in which age 65 was reached.
- c. Notwithstanding any other provision of this Article, a Surviving Spouse Pension will not be paid in the form, manner or amount described above if one of the alternatives set forth in this Subsection applies.
  - (1) If the Actuarial Present Value of the benefit is \$1,000 or less, the Board will make a single-sum payment to the Spouse in an amount equal to that Actuarial Present Value in full discharge of the Surviving Spouse Pension.
  - (2) Subject to paragraph (3) below, the Spouse may elect in writing, filed with the Board, and on whatever form it may prescribe, to defer commencement of the Surviving Spouse Pension until anytime after the death of the Participant. Payments will begin as of the surviving Spouse's Pension Effective Date. The amount payable at that time will be determined as described in Subsection a. above, except that the benefit will be paid in accordance with the terms of the Plan in effect when the Participant last worked in Covered Employment, as if the Participant had retired with 50% Husband and Wife Pension on the day before the surviving Spouse's payments are scheduled to start, and died the next day.
  - (3) Payment of the Surviving Spouse Pension must start by no later than December 1 of the Calendar Year in which the Participant would have reached age 70-1/2 or, if later, December 1 of the Calendar Year following the year of the Participant's death. If the Board confirms the identity and whereabouts of a surviving Spouse who has not applied for benefits by that time, payments to that surviving Spouse in

the form of a single life annuity (subject to the provisions of paragraph 1 of this Subsection 6.05.b.) will begin automatically as of that date.

- d. Notwithstanding any other provision of the Plan, if the Pension Effective Date for the Surviving Spouse Pension is after the Participant's earliest retirement date, the benefit will be determined as if the Participant had died on the surviving Spouse's Pension Effective Date after retiring with a Husband-and-Wife Pension the day before, taking into account any actuarial adjustments to the Participant's accrued benefit that would have applied as of that date.
- e. If a surviving Spouse dies before the Pension Effective Date of the Surviving Spouse Pension, that benefit will be forfeited and there will be no payments to any other person.
- f. A surviving Spouse who is the Participant's Beneficiary under Section 7.01 may elect to receive the pre-retirement death benefits as provided in that Section. In that case, the Actuarial Present Value of the Surviving Spouse Pension will be reduced (but not below zero) by the Actuarial Present Value of the pre-retirement death benefit to determine the remaining value of the Surviving Spouse Pension payable to the Spouse. Such remaining value will be payable to the Spouse in monthly installments beginning in the 61st month of payment and in the same amount as determined under Section 7.01.a., provided, however, that in the month when the remaining value becomes \$5,000 or less, it will be paid to the Spouse in a single sum in the following month.

#### **Section 6.06. Adjustment of Pension Amount.**

For pensions with Pension Effective Dates on or after July 1, 2013, the Participant's benefit will be adjusted with the appropriate percentages in the tables of Husband-and-Wife Pension Factors as specified below:

- a. For a Participant who is not a Vested Inactive Participant (Section 1.20) and who is eligible for a Regular, Early Retirement, or Service Pension, the Husband-and -Wife Pension is determined as follows:
  - (1) The portion of the Participant's benefit accrued through June 30, 2005, will be adjusted in accordance with the appropriate percentage in the tables of Husband-and Wife Pension Factors that appear in Appendix A.
  - (2) The portion of the Participant's benefit accrued on or after July 1, 2005 and before July 1, 2008 will be adjusted in accordance with the appropriate percentage in the table of Husband-and-Wife Factors that appear in Appendix G.
  - (3) The portion of the Participant's benefit accrued on or after July 1, 2008, will be adjusted in accordance with the appropriate percentage in the tables of Husband-and-Wife Factors that appear in Appendix J.
- b. For a Participant who is eligible for a Disability Pension, and whether or not the Participant is a Vested Inactive Participant, the Husband-and-Wife Pension is determined as follows:



- (1) If the Participant is age 55 or older, the Participant's benefit will be adjusted in accordance with the appropriate percentage in the tables of Husband-and-Wife Pension Factors that appear in Appendix K.
  - (2) If the Participant is younger than age 55, the percentage determined in (1) above is adjusted as follows:
    - (a) If the Participant is age 45, the percentage determined in (1) above is increased by 2.5 percentage points.
    - (b) If the Participant is between 45 and 55, the percentage determined in (a) above is reduced by 0.25 percentage points for each year (maximum of 10) the Participant is older than age 45.
    - (c) If the Participant is younger than age 45, the percentage determined in (a) above is increased by 0.75 percentage points for each year the Participant is younger than age 45, but this increase when added to the percentage determined in (1) above cannot exceed 98%.
- c. For a Participant who is a Vested Inactive Participant (Section 1.20) and who is eligible for a Regular, Early Retirement, or Service Pension, the Participant's benefit will be adjusted in accordance with the appropriate percentage in the tables of Husband-and-Wife Pension Factors that appear in Appendix J, whenever the Participant's benefits were accrued.
- d. The Appendixes attached hereto relating to Husband-and-Wife Pension Factors shall be applied as follows:
- (1) For purposes of determining the appropriate factor in Appendix A, a maximum combined total of 10 Years of Credited Service may be (a) Related Credit earned in accordance with Section 4.04-A for which benefits are payable to the Participant under the Related Plan, (b) Special Related Credit in accordance with Section 4.04-B for which benefits are payable to the Participant under the Special Related Plan, or (c) Credited Service credited in accordance with Section 5.03.g.
  - (2) Appendix B is no longer used to determine disability Husband-and-Wife Pension Factor effective April 1, 2012.

#### **Section 6.07. Additional Conditions.**

A Husband-and-Wife Pension is not effective under any of the following circumstances:

- a. A Husband-and-Wife Pension is not effective in the case of the surviving Spouse of a Pensioner unless the Pensioner and Spouse were married to each other on the Effective Date of the Participant's pension, and for at least a one year period any time before the Pensioner's death.
- b. A Surviving Spouse Pension is not effective in the case of the surviving Spouse of a Participant who is not a Pensioner unless the Spouse was married to the Participant throughout the year preceding the Participant's death.

- c. Subject to the requirements for documentation described in Section 6.03, the Participant must file, before his Pension Effective Date, a written representation, on which the Board or other Plan Representative is entitled to rely, concerning that Participant's marital status which, if false, gives the Board the discretionary right to adjust the dollar amount of the pension payments made or to be made or to take other appropriate action to recoup any excess benefits which may have been erroneously paid.
- d. An effective election to waive the Husband-and-Wife Pension or a revocation of that election must be:
  - (1) made (or revoked) prior to the Pension Effective Date;
  - (2) made on forms furnished by the Fund Office; and
  - (3) filed with the Fund Office.
- e. A Husband-and-Wife Pension, once payable, may not be revoked nor the Pensioner's benefits increased, by reason of the subsequent divorce of the Spouse from the Pensioner.
- f. The rights of a former spouse or other alternate payee to any share of a Participant's pension, as set forth under a qualified domestic relations order, will take precedence over any claims of the Participant's Spouse at the time of retirement or death, to the extent provided by that order or by any law of the United States.
- g. Notwithstanding any other provisions of the Plan, a waiver of the Husband-and-Wife Pension is not effective if given more than 180 days before the Pension Effective Date.

**Section 6.08. Spousal Consent Not Necessary.**

- a. Notwithstanding any other provision of the Plan, spousal consent in accordance with Section 6.03 is not required if the Participant establishes to the satisfaction of the Trustees:
  - (1) There is no Spouse,
  - (2) The Spouse cannot be located,
  - (3) The Participant and Spouse are legally separated, or
  - (4) The Participant has been abandoned by the Spouse as confirmed by court order.
- b. If the Spouse is legally incompetent, consent under this Section 6.08 may be given by his or her legal guardian, including the Participant if authorized to act as the Spouse's legal guardian.

**Section 6.09. Waiver of Spousal Pension After Retirement.**

- a. The provisions of this Section 6.09 can be applied only if the following provisions are strictly complied with:
  - (1) The Participant has retired and the Participant's pension is payable in the form of a Husband-and-Wife Pension with a person who was the Participant's spouse at the time of retirement; and
  - (2) The Participant and such spouse dissolve their marriage as of a date after the Participant's Pension Effective Date; and
  - (3) In the decree of dissolution the spouse agrees to waive or disclaim any rights he or she may have in the Participant's pension, including specifically the right to be treated as the surviving spouse under the Husband-and-Wife form of benefit selected at retirement; and
  - (4) The former spouse signs a waiver and indemnification form in a format acceptable to the Board acknowledging that the former spouse has no rights to pension payments based on the Participant's service after the Participant's death. From the date of such waiver and indemnification, the former spouse shall cease to be the surviving spouse under the Husband-and-Wife Pension elected at retirement, and if the Participant dies before naming a new spouse as surviving spouse under subsection b., no surviving spouse pension will be payable to anyone.
- b. If the Participant's spouse at the time of retirement subsequently waives all rights to receive benefits after the Participant's death pursuant to subsection a., then the Participant may elect another form of Husband-and-Wife Pension if the following provisions are strictly complied with:
  - (1) The Participant and his new spouse are married for a least one year before his application for a revised form is received; and
  - (2) The application for a revised form is received after the Participant and his new spouse have been married for one year, but before the later of (a) the second anniversary of such marriage, or (b) 60 days after all the conditions of subsection a. have been satisfied.
  - (3) The revised form of payment of benefit shall be the same type of Husband-and-Wife Pension as originally selected by the Participant, but with new amounts based on the ages of the Participant and new spouse determined as of the date of revision to be actuarially equivalent to the benefit amounts that were originally determined based on the ages of the Participant and former spouse.

In no event,

- (1) Is a Participant or a spouse of a Participant entitled to assign the pension payable to a surviving spouse under a Husband-and-Wife Pension to any person, or
- (2) Are the provisions of this section 6.09 to be applied more than once to any Participant.

## ARTICLE VII. *DEATH BENEFITS*

### Section 7.01. Pre-Retirement Death Benefit.

a. If a Participant who meets the following requirements:

- (1) Has at least 5 years of Credited Service (without a Permanent Break in Service), exclusive, however, of Credited Future Service earned as a result of Continuous Non-Covered Employment, and
- (2) Had, as a result of Contributory Hours of Work, earned 2 quarters of Credited Future Service;

Dies before his Pension Effective Date and after December 31, 1987, 60 monthly payments, determined in the same manner as the Regular Pension, will be made to the Participant's Beneficiary according to the following schedule:

Total Years of Credited Service Accumulated at Date of Death	% of Regular Pension Benefit Amount Payable
At least 10	100%
At least 9 but less than 10	90
At least 8 but less than 9	80
At least 7 but less than 8	70
At least 6 but less than 7	60
At least 5 but less than 6	50
Less than 5	0

The amount of the monthly payments is limited to the benefit amount accrued during the period establishing the 35 consecutive Years of Credited Service which result in the highest monthly amount (but not less than the amount accrued as of November 30, 1976 under the provisions of the Plan, in effect on that date).

The Board will make payment in a form and on any terms and conditions as it, in its sole discretion, decides.

The benefits provided by this Section are not payable if payments are due under the Husband-and-Wife Pension. If the Beneficiary under this Section is the Participant's surviving Spouse, and she is entitled to a Surviving Spouse Pension under Section 6.05, no death benefits are payable under this Section unless the surviving Spouse elects this benefit, in accordance with Section 6.05.f.

- b. The monthly payments described in this Section will begin with the first month following the death of the Participant. If the benefits under this Section are being paid to someone other than the Participant's surviving Spouse, payments must either:
- (1) Be completed by December 31 of the fifth Calendar Year following the year of the Participant's death, or

- (2) Begin by December 1 of the year following the year of the Participant's death and be paid out over a period no longer than the Beneficiary's life or life expectancy, as determined under Table V of Treas. Reg. Section 1.72-9 as of the date payments commence, except that they can continue until the end of the fifth calendar year following the year of the Participant's death, if longer.

For Participants who died before January 1, 1988, the Pre-Retirement Death Benefit was payable only if the Participant had at least 10 Years of Credited Service (without a Permanent Break in Service), exclusive, however, of Credited Future Service earned as a result of Continuous Non-Covered Employment.

For Participants who died on or before December 31, 1979, the Pre-Retirement Death Benefit was limited to the benefit amount accrued during the period establishing the 25 consecutive Years of Credited Service which resulted in the highest monthly amount.

For Participants who died on or before December 31, 1978, the Pre-Retirement Death Benefit was limited to 36 monthly payments.

- c. In addition to all other Plan rules for a Pre-retirement Death Benefit, if on or after July 1, 2013, a Participant dies before retirement, his or her beneficiaries will not be eligible for a Pre-Retirement Death Benefit if either (1) the Participant's last employer before retirement was under the Plan's Rehabilitation Plan Default Schedule when the Participant last worked under the Plan, or (2) at the time of the Participant's death he or she was a Vested Inactive Participant.

#### **Section 7.02. Pensioner's Sixty-Month Guarantee of Benefits.**

- a. For pensions with Pension Effective Dates before July 1, 2013, if a Pensioner is receiving payment in the form of a single life annuity or Level Income Option (Article VIII) a sixty-month guarantee applies as follows:
  - (1) If a Pensioner receiving payment in the form of a single life annuity dies before receiving 60 monthly payments, monthly payments will be continued to his Beneficiary in the amount in effect at the time each payment becomes due, until a total of 60 payments have been made to the Participant and his Beneficiary combined.
  - (2) If a Pensioner receiving payments in the form of a Level Income Options dies, benefits under this section are payable only in the amount, if any, by which payments under the Level Income Option total less than 60 times the monthly amount to which the Pensioner would have been entitled if he had elected the Sixty Month Guarantee of Benefits. In such cases, the benefits under this Section, if any, will be paid at a monthly rate equal to the amount to which the Pensioner would have been entitled as if he had elected a Sixty Month Guarantee of Benefits, until the maximum benefits are paid under this subsection.
  - (3) Any monthly payments under this Subsection will begin with the first month following the death of the Pensioner.

- (4) Any guarantee under this Section 7.02.a. will have expired on or before July 1, 2018.
- b. For pensions with Pension Effective Dates on or after July 1, 2013, there is no automatic sixty-month guarantee for any form of benefits, but a Participant, with the consent of his or her Spouse, may elect the following form providing for a 60-month guarantee with an actuarial reduction determined as follows:
- (1) If the Participant is retiring on a Regular, Early Retirement or Service Pension, the Participant's single life annuity payment amount will be multiplied by the percentage determined as follows:
    - (a) If the Participant retires at age 65, the percentage will be 97.4%.
    - (b) If the Participant retires before age 65, the percentage in (a) is increased by 0.2 percentage points for each full year the Participant is younger than age 65 subject to a maximum of 99.0%.
    - (c) If the Participant retires after age 65, the percentage in (a) is decreased by 0.5 percentage points for each full year the Participant is older than age 65.
  - (2) If the Participant is retiring on a Disability Pension, the Participant's single life annuity payment amount will be multiplied by the percentage determined as follows:
    - (a) If the Participant retires at age 55, the percentage will be 94.1%
    - (b) If the Participant retires before age 55, the percentage in (a) is increased by 0.2 percentage points for each full year the Participant is younger than age 55 subject to a maximum of 99.0%
    - (c) If the Participant retires after age 55, the percentage in (a) is decreased by 0.4 percentage points for each full year the Participant is older than age 55."
  - (3) Election of this Sixty-Month Guarantee Option must be made in writing in a form prescribed by the Board and filed with the Board prior to the date the first pension payment is made.
  - (4) This Sixty-Month Guarantee Option may only be revoked if the revocation is made in writing on a form prescribed by the Board, and is filed with the Board prior to the date the first pension payment is made.
  - (5) Any monthly payments under this Subsection will begin with the first month following the death of the Pensioner.

### **Section 7.03. Pensioner's Lump Sum Death Benefit.**

If a Pensioner who meets the requirements of this Section dies on or after September 1, 1995 and before July 1, 2013, a lump sum benefit of \$2,500 will be paid to his or her Beneficiary;

no lump sum death benefit is payable under this Plan for Pensioners who die on or after July 1, 2013.

In order for the Lump Sum Death Benefit to be payable, a Pensioner must have been eligible for coverage under the Pensioned Operating Engineers Health and Welfare Trust Fund at the time of his death.

#### **Section 7.04. Optional Forms of Payment.**

##### **a. Ten-Year Guarantee Option.**

- (1) In lieu of the pension otherwise available to him, a Participant (with the consent of the Participant's Spouse, if any) may elect to receive a lifetime pension with payments guaranteed for 10 years, whereby if the Participant dies before receiving 120 pension payments, payments will continue to his Beneficiary until an aggregate of 120 payments have been made to the Pensioner and his Beneficiary. The amount of pension payable under this Option is determined according to (a) or (b) below, whichever is applicable.
  - (a) If the Participant is retiring on or after July 1, 2013, on a Regular, Early Retirement, or Service Pension, the Participant's single life annuity payment amount will be multiplied by the percentage determined as follows:
    - (i) If the Participant retires at age 65, the percentage will be 91.0%
    - (ii) If the Participant retires before age 65, the percentage in (i) is increased by 0.6 percentage points for each full year the Participant is younger than age 65, subject to a maximum of 99.0%.
    - (iii) If the Participant retires after age 65, the percentage in (i) is decreased by 1.2 percentage points for each full year the Participant is older than age 65.
  - (b) If the Participant is retiring on or after July 1, 2013 on a Disability Pension, the Participant's single life annuity payment amount will be multiplied by the percentage determined as follows:
    - (i) If the Participant retires at age 55, the percentage is 83.0%
    - (ii) If the Participant retires before age 55, the percentage in (i) is increased by 0.5 percentage points for each full year the Participant is younger than age 55, subject to a maximum of 99.0%
    - (iii) If the Participant retires after age 55, the percentage in (i) is decreased by 0.8 percentage points for each full year the Participant is older than age 55.
- (2) Election of this Ten-Year Guarantee Option must be made in writing in a form prescribed by the Board and filed with the Board prior to the date the first pension payment is made. However, the Ten-Year Guarantee Option will not take effect for

24 months after it is elected. Unless and until the Option takes effect, benefits will be payable in the form of the Sixty-Month Guarantee of Benefits, as if the Ten-Year Guarantee Option had not been elected (and benefits so paid will not be retroactively adjusted when the Option becomes effective).

- (3) This Guarantee Option may only be revoked if the revocation is made in writing on a form prescribed by the Board, and is filed with the Board prior to the date the first pension payment is issued.

**b. Contingent Annuitant Option.**

In lieu of any other form of Pension otherwise payable to him, a married Participant entitled to a Regular, Early Retirement, Service or Disability Pension with a Pension Effective Date on or after July 1, 2005 may elect to receive the payment of his Pension on the basis of a Contingent Annuitant Option, in accordance with which he will receive a lower monthly amount with the provision that 100% or 75% of that lower amount (whichever the Participant elects) is continued after his death for the lifetime of his Spouse. The amount payable to the Pensioner who has elected this Option will be determined in accordance with paragraphs (1) and (2) below.

**(1) 100% Continuation Option.**

For pensions with Pension Effective Dates on and after July 1, 2005, the portion of the Participant's benefit accrued through June 30, 2005 will be adjusted in accordance with the appropriate factor in the tables of 100% Continuation Option Factors that appear in Appendix C and Appendix D. The factors are based on the following:

- (a) For a Participant who is retiring on a Regular, Early Retirement or Service Pension, the 100% Continuation Option Factor is (1) 84% if the Participant has less than 31 Years of Credited Service; or (2) 85% if the Participant has at least 31 but less than 33 Years of Credited Service; or (3) 86% if the Participant has at least 33 but less than 35 Years of Credited Service; or (4) 87% if the Participant has at least 35 Years of Credited Service of the amount determined from Section 3.03, 3.05, or 3.15, whichever is appropriate, provided that the Participant and Spouse are the same age. The applicable factor is increased or decreased by 7/120 of one percent for each complete calendar month the Spouse is older or younger than the Participant, subject to a maximum factor of 99%.

For purposes of this Subparagraph (a), a maximum combined total of 10 Years of Credited Service may be (i) Related Credit earned in accordance with Section 4.04-A for which benefits are payable to the Participant under the Related Plan, (ii) Special Related Credit in accordance with Section 4.04-B for which benefits are payable to the Participant under the Special Related Plan, or (iii) Credited Service credited in accordance with Section 5.03.g.

- (b) For a Participant who is retiring on a Disability Pension the 100% Continuation Option is 70% if the Participant and Spouse are the same age.



The factor is increased or decreased by 1/24 of one percent for each complete calendar month the Spouse is older or younger than the Participant, subject to a maximum factor of 99%.

The portion of the Participant's benefit accrued on and after July 1, 2005 will be adjusted in accordance with the appropriate factor in the table of 100% Continuation Option that appear in Appendix D and Appendix H. The factors are based on the following:

- (c) For a Participant who is retiring on a Regular, Early Retirement or Service Pension, the 100% Continuation Option factor is 84% of the amount determined from Section 3.03, 3.05, or 3.15, whichever is appropriate, provided that the Participant and Spouse are the same age. The applicable factor is increased or decreased by 7/120 of one percent for each complete calendar month the Spouse is older or younger than the Participant, subject to a maximum factor of 99%.
- (d) For a Participant who is retiring on a Disability Pension, the 100% Continuation Option is determined in accordance with Subparagraph (b) above.
- (e) A participant who is retiring under this option must also satisfy the rules in Section 6.07.

**(2) 75% Continuation Option.**

For pensions with Pension Effective Dates on and after July 1, 2005, the portion of the Participant's benefit accrued through June 30, 2005 will be adjusted in accordance with the appropriate factor in the tables of 75% Continuation Option Factors that appear in Appendix E and Appendix F. The factors are based on the following:

- (a) For a Participant who is retiring on a Regular, Early Retirement or Service Pension, the 75% Continuation Option Factor is (1) 88% if the Participant has less than 31 Years of Credited Service; or (2) 89% if the Participant has at least 31 but less than 33 Years of Credited Service; or (3) 90% if the Participant has at least 33 but less than 35 Years of Credited Service; or (4) 91% if the Participant has at least 35 Years of Credited Service of the amount determined from Section 3.03, 3.05, or 3.15, whichever is appropriate, provided that the Participant and Spouse are the same age. The applicable factor is increased or decreased by 1/20 of one percent for each complete calendar month the Spouse is older or younger than the Participant, subject to a maximum factor of 99%.

For purposes of this Subparagraph (a), a maximum combined total of 10 Years of Credited Service may be (i) Related Credit earned in accordance with Section 4.04-A for which benefits are payable to the Participant under the Related Plan, (ii) Special Related Credit in accordance with Section 4.04-

B for which benefits are payable to the Participant under the Special Related Plan, or (iii) Credited Service credited in accordance with Section 5.03.g

- (b) For a Participant who is retiring on a Disability Pension the 75% Continuation Option is 78% if the Participant and Spouse are the same age. The factor is increased or decreased by 1/24 of one percent for each complete calendar month the Spouse is older or younger than the Participant, subject to a maximum factor of 99%.

The portion of the Participant's benefit accrued on and after July 1, 2005 will be adjusted in accordance with the appropriate factor in the table of 75% Continuation Option that appear in Appendix F and Appendix I. The factors are based on the following:

- (c) For a Participant who is retiring on a Regular, Early Retirement or Service Pension, the 75% Continuation Option factor is 88% of the amount determined from Section 3.03, 3.05, or 3.15, whichever is appropriate, provided that the Participant and Spouse are the same age. The applicable factor is increased or decreased by 1/20 of one percent for each complete calendar month the Spouse is older or younger than the Participant, subject to a maximum factor of 99%.
- (d) For a Participant who is retiring on a Disability Pension, the 75% Continuation Option is determined in accordance with Subparagraph (b) above.
- (e) A participant who is retiring under this option must also satisfy the rules in Section 6.07.

#### **Section 7.05. Designation of Beneficiary.**

- a. Subject to the provisions of Subsection b., a Pensioner or other Participant may designate a Beneficiary or Beneficiaries to receive any payments due and payable but not actually paid prior to death of the Pensioner or any benefits provided in accordance with Sections 7.01, 7.02, 7.03 or 7.04 by forwarding the Beneficiary designation on a form acceptable to the Board to the Pension Fund Office. Subject to the provisions of Subsection b., a Pensioner or other Participant has the right to change his designation of Beneficiary without the consent of the Beneficiary. No change is effective or binding on the Board unless it is received by the Board prior to the time any payments are made to the Beneficiary whose designation is on file with the Fund Office. Any payments due and payable but not actually paid prior to the death of the Pensioner or any benefits provided in accordance with this Article will be paid to the designated Beneficiary. If a designated Beneficiary has survived the Pensioner or other Participant, and is entitled to the benefits and payments stated in Section 7.01, 7.02, 7.03 or 7.04 but dies prior to the receipt of one or more of the payments or benefits, that payments or benefits will be paid in accordance with the procedure provided in Section 7.06.

- b. A married Pensioner or Participant who designates anyone other than his Spouse as Beneficiary is required to obtain his Spouse's consent to that designation or any change in the designation, in a form and manner prescribed by the Board.
- c. A Pensioner or Participant's designation of his Spouse as Beneficiary is automatically revoked upon entry of a final decree of dissolution of marriage, unless a qualified domestic relations order provides otherwise.

#### **Section 7.06. Lack of a Designated Beneficiary.**

If no designated Beneficiary is alive at the time any benefits are payable as a result of a Participant's or Pensioner's death, then any benefits due and payable but not actually paid prior to his or her death, or any benefits provided under Sections 7.01, 7.02, 7.03 or 7.04 will be paid as follows:

- a. If any of the following relatives of the Participant is living, in the following order of succession:
  - Lawful spouse or registered domestic partner;
  - Children, including legally adopted children, in equal shares;
  - Grandchildren, including legally adopted grandchildren, in equal shares;
  - Parents, in equal shares;
  - Siblings, in equal shares;
- b. If none of the relatives listed in subsection a. above are living, to the executor of decedent's estate, or pursuant to any state procedure for transferring small estates without probate, or directly to a living trust of the decedent if the decedent's Will so provides, as the Board in its discretion may decide.

If a Beneficiary dies with benefits remaining payable, the remaining benefits shall be paid to the living relatives of the Beneficiary or other entities handling the disposition of the Beneficiary's assets according to the order of succession set forth above.

#### **Section 7.07. Discharge of Obligations.**

Any payment in accordance with the provisions of Section 7.05 or Section 7.06 discharges the obligation of the Fund to the extent of payment.

#### **Section 7.08. Survivor Benefit Limitations.**

Notwithstanding any other provision of the Plan, all survivor benefits described in this Article VII must comply with the limits of Internal Revenue Code Section 401(a)(9) and the incidental benefit rule of the regulations prescribed under them, including proposed Treas. Reg. 1.401(a)(9)-1 and 1.401(a)(9)-2.

#### **Section 7.09. HEART Act**

If a Participant dies while performing Qualified Military Service, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the

period of Qualified Military Service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

## **ARTICLE VIII. LEVEL INCOME OPTION**

### **Section 8.01. Purpose.**

In lieu of the Pension otherwise payable to him, a Participant younger than age 62 entitled to an Early Retirement Pension, a Pro Rata Early Retirement Pension with at least 10 Years of Credited Service under this Plan or a Service Pension, (if he is not totally disabled) may elect a Level Income Option. Under this option, he will receive a higher monthly amount for each month before the month in which he attains age 62 and a lower monthly amount for life. The general purpose of this Option is to provide a Pensioner with a more or less level income for life, taking into account his likely receipt of his Social Security benefit after he attains age 62.

The Level Income Option is not available to a Pensioner in receipt of a Disability Pension, a Husband-and-Wife Pension, or who has elected the Ten Year Guarantee Option or the Contingent Annuity Option.

### **Section 8.02. Amount Payable under the Level Income Option.**

The higher monthly amount payable under this Option before attainment of age 62 is determined by adding the following monthly amount to the monthly benefit otherwise payable (before rounding) according to the age of the Pensioner when benefit payments in the optional form commence.

Attained Age at Commencement of Optional Benefits	Amount
55	\$60.00
56	\$64.10
57	\$68.70
58	\$73.70
59	\$79.20
60	\$85.40
61	\$92.30

If the first month for which the Level Income Option is payable does not coincide with the Participant's birthday, the benefit amount will be determined from the above table on a pro rata basis, taking into account the number of completed months since his last birthday.

After the Pensioner has reached age 62, the monthly benefit amount determined above will be reduced by \$100.

### **Section 8.03. Payment.**

Payment of the Level Income Option is subject to the following conditions:

- a. The Participant must have elected the Level Income Option in writing, on a form prescribed by the Board, before the first month in which a pension is paid to him.

- b. The Option may not be revoked once benefit payments in the Level Income Option form have begun, except as provided in Section 3.11. where an Early Retirement Pensioner becomes a Disability Pensioner, in which case the amount of the Pensioner's level income adjustment must be repaid or credited to the Fund.
- c. If the adjustment described above would reduce the monthly amount payable after age 62 to less than \$20 a month, it will not be applied and in that event, the benefit amount payable before age 62 will be adjusted on the basis of lifetime actuarial equivalent so that the benefit payable to the Pensioner on and after attainment of age 62 is \$20 per month.

In no event will the Level Income Option be less than the Actuarial Present Value of a straight life annuity.

#### **Section 8.04 Pensioner's Sixty Month Guarantee of Benefits.**

If a pensioner receiving payments in the form of a level income option dies, additional payments may be made under the provisions of Section 7.02.

#### **Section 8.05 Termination of Option.**

The Level Income Option of payment is not available for any Participant who retires with a Pension Effective Date on or after April 1, 2013.

## **ARTICLE IX. APPLICATIONS, BENEFIT PAYMENTS AND RETIREMENT**

### **Section 9.01. Applications.**

- a. A pension must be applied for in writing in a form and manner prescribed by the Board and filed with the Board at the Fund Office in advance of its Effective Date. Except as provided in Section 9.05, a pension is payable the first month after the month in which the application is filed if the applicant is otherwise entitled to a Pension. The first day is the Pension Effective Date as that term is defined in Section 1.21. In no event will pension benefits be retroactive to a date prior to the earlier of (1) the Participant's Pension Effective Date, (2) his Normal Retirement Age, subject to the terms of Section 9.08, or (3) as provided below with respect to a Disability Pension.

An application for a Disability Pension is considered timely if the Social Security Disability Benefit entitlement notice (or its equivalent under Section 3.07) is filed with the Board no later than one year after the date of issue of that notice. If a Disability application is considered timely, the Pension Effective Date of the Disability Pension will begin on the first day of the seventh month of disability. If a Disability application is not considered timely, the Pension Effective Date of the Disability Pension is the first of the month after the month in which the application is filed if the applicant is otherwise entitled to a Disability Pension.

If a Participant fails to provide, within one year, any information or proof requested by the Board to complete the application process, the process ceases, and the Participant will be required to reapply as if no application has been filed.

- b. An application for a Pre-Retirement Death Benefit must be made in writing on a form and in a manner prescribed by the Board and filed within 90 days following the date of the Participant's death, unless there were extenuating circumstances which prevented a timely filing.
- c. Any other claim to benefits or claim under the Plan or against the Fund must be made in writing in a form and in the manner prescribed by the Board and filed with the Board within the time fixed by the Board.
- d. In the event a Participant files an application for a pension and dies prior to the Pension Effective Date, his pension benefits will be determined as if he died the day following his Pension Effective Date, in accordance with the following requirements:
  - (1) The application for a pension was received prior to the date of the Participant's death; and
  - (2) The Participant was totally disabled, in accordance with Section 3.07, at the time the application was submitted; and
  - (3) The Participant died prior to the Pension Effective Date and the cause of death was directly related to the total disability; and

- (4) The Participant met the eligibility requirements for a pension, in accordance with Section 3.06, at the time the application was submitted; and
- (5) The Participant's death occurred less than 30 days after submission of the application for a pension.

If a benefit payment form was not elected at the time the application was submitted, the Participant's surviving Spouse would be entitled to elect from any of the forms of payment available to Pensioners.

#### **Section 9.02. Application Procedures.**

- a. Each Participant, Pensioner or any other claimant must furnish to the Board any information or proof requested by it and reasonably required to administer the Pension Plan. Failure on the part of any Participant, Pensioner or claimant to comply with this request promptly, completely and in good faith is sufficient grounds for denying, suspending or discontinuing benefits to that person. If a Participant or Pensioner or other claimant makes a false statement material to his claim, the Board may recoup, offset or recover the amount of any payments made in reliance on false statement in excess of the amount to which the Participant or Pensioner or other claimant was rightfully entitled under the provision of this Plan.
- b. The following provisions will determine a Participant's Pension Effective Date:
  - (1) Generally a Participant's Pension Effective Date shall be the first day of the first calendar month starting after the applicant has fulfilled all of the conditions for entitlement to benefits, including the submission of a completed application for benefits, unless it is deferred by the applicant's election. Notwithstanding the foregoing, the establishment of an Pension Effective Date under this Plan shall also be subject to the other requirements set forth in this subsection, and to the spousal consent requirements of the Plan.
  - (2) Explanation of Benefits. The Pension Effective Date shall not be less than 30 days after the Plan provides the Participant a written explanation of the available forms of payment, unless at least one of the exceptions set forth in subsection (3) is met. If none of the exceptions set forth in subsection (3) is met, and the Pension Effective Date as otherwise established under subsection (1) would not allow the foregoing 30-day notice requirement to be satisfied, then the Pension Effective Date must be one calendar month later than would otherwise be permitted under subsection (1). If at least one of the exceptions set forth in subsection (3) is met, then the Pension Effective Date may be established under subsection (1) without having satisfied the otherwise applicable 30-day notice requirement. The Plan shall provide a written explanation of the available forms of payment without regard to what form of payment the Participant and Spouse, if any, ultimately elect, and shall not predate the Pension Effective Date by more than 180 days.
  - (3) Exceptions to the 30-day Notice Requirement. The 30-day notice requirement provided by subsection (2) shall not be enforced if the conditions of one of the following exceptions are met.



- (a) The benefit is being paid as a Husband and Wife Pension (including a Contingent Annuitant Option) at or after the Participant's Normal Retirement Age; or
- (b) The Participant and Spouse (if any) consent in writing to the establishment of a Pension Effective Date that is before the end of the 30-day notice period otherwise required by subsection (2). Consent of the Participant and Spouse to the establishment of a Pension Effective Date that is before the end of the 30-day election period will be valid only if all three of the following conditions are satisfied:
  - (i) the Participant is informed of the right to take up to 30 days to consider whether to waive the Husband and Wife Pension (or a Contingent Annuitant Option) and consents to one of the alternate forms of benefit allowed by the Plan, and
  - (ii) the Participant is given at least seven days to change his or her mind and cancel an election to waive the option selected, and
  - (iii) distribution of the benefits begins more than seven days after the written explanation of benefits was provided to the Participant and Spouse.
- (4) In case of a Participant who retired at or after Normal Retirement Age and who is reemployed and earns additional benefits, or a Participant who retired at any age and whose benefits were suspended, the original Annuity Starting Date and the benefit payment elections made at that time will apply when benefit payments begin again at a later date.
- (5) In the case of a Participant who retired before Normal Retirement Age and who is reemployed and earns additional benefits, a new Pension Effective Date will be established for payment of those new benefit accruals (but only for additional benefits due solely to the Participant's renewed employment after the previous Pension Effective Date) when the Participant again retires. The benefits earned during that period of reemployment will be paid in the automatic form of payment, based on the Participant's marital status as of the new Pension Effective Date, or, if that is properly rejected, any other payment form available to the Participant under the Plan.
- (6) Notice to Applicants. Within a period of no more than 180 days and no less than 30 days (subject to waiver of the 30-day requirement as provided by above) before the Pension Effective Date (and consistent with Treasury regulations, as they may be amended from time to time), each Participant and Spouse, if any, shall be provided a written explanation of:
  - (a) The terms and conditions of the Husband and Wife Pension and the available optional forms of payment, including the Contingent Annuitant Options if the Participant is married.

- (b) The Participant's right to make, and the effect of, an election to waive the Husband and Wife Pension form of payment,
- (c) The rights of the Participant's Spouse, regarding his/her consent to such an election,
- (d) The right to make, and the effect of, a revocation of such an election,
- (e) The relative values of the various optional forms of benefit under the Plan, and
- (f) The right to defer any distribution and the consequences of failing to defer distribution of benefits including a description of how much larger benefits will be if the commencement of distributions is deferred

### **Section 9.03. Action of Board of Trustees.**

The Board of Trustees, subject to the requirements of the law, are the sole judge of the standard of proof required in any case and the application and interpretation of this Plan. Any decision of the Board of Trustees is final and binding on all parties, subject only to judicial review as may be in harmony with federal labor law.

### **Section 9.04. Right of Appeal and Determination of Disputes.**

- a. No Participant, Pensioner, Beneficiary or other person has any right or claim to benefits under the Pension Plan, or any right or claim to payments from the Fund, other than as specified in the Plan. Any dispute as to eligibility, type, amount or duration of benefits or any right or claim to payments from the Fund must be resolved by the Board under and pursuant to the Pension Plan, and its decision of the dispute, right or claim will be final and binding upon all parties, subject only to judicial review as may be in harmony with federal labor law.
- b. Except as noted below, any person whose application for benefits under the Plan has been denied in whole or in part, or whose claim to benefits or against the Fund is otherwise denied, must be notified in writing of the denial, within 90 days after receipt of the application or claim. An extension of time not exceeding 90 days may be required by special circumstances. If so, notice of the extension, indicating what special circumstances exist and the date by which a final decision is expected to be made available, must be furnished to the claimant prior to the expiration of the initial 90-day period.

If an application for disability benefits is denied, the applicant will be notified of the denial, in writing within 45 days after receipt of the application or claim for such disability benefits. This 45-day period may be extended for up to an additional 30 days if it is determined that such an extension is necessary due to matters beyond the control of the Plan and the applicant is notified prior to the end of the initial 45-day period, in writing, of such extension and the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If prior to the end of the first 30-day extension period, it is determined that, due to matters beyond the control of the Plan, a

decision cannot be made within the extension period, the period for making the decision may be extended for up to an additional 30 days, provided the applicant is notified, prior to the end of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to make a decision. This notice will be in writing and will specifically explain the Plan provisions on which the entitlement to such disability benefits is based, the unresolved issues that prevent a decision, and the additional information needed to resolve those issues; and the applicant will be given at least 45 days within which to provide the specified information.

The period of time within which a benefit determination is required to be made will begin at the time an application for benefits is filed with the Fund Office without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended, as permitted above, due to an applicant's failure to submit information necessary to make a determination, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to the applicant until the date on which the applicant responds to the request for additional information.

The notice of denial must set forth in a manner calculated to be understood by the claimant (1) the specific reason or reasons for the denial; (2) specific reference to pertinent Plan provisions on which the denial is based; (3) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why that material or information is necessary; and (4) appropriate information as to the steps to be taken if the claimant wishes to submit his or her claim for review, and (5) a statement of the claimant's right to bring civil action under Section 502(a) of ERISA.

In addition to the above, for a claim for disability benefits, the written notification of the benefit denial will include the specific rule, guideline, protocol or other similar criterion relied upon in making the adverse determination.

- c. Any person may petition the Board for a review of the denial of his claim. A petition for review must be in writing, must state in clear and concise terms the reason or reasons for disputing the denial, must be accompanied by any pertinent documentary material not already furnished to the Fund, and must be filed by the petitioner or his duly authorized representative with the Secretary of the Board within 60 days after the petitioner received notice of the denial. In the case of a claim for disability benefits, the petitioner or the petitioner's duly authorized representative must file his or her petition for reconsideration within 180 days. The petitioner or his duly authorized representative will be permitted to review pertinent documents and submit issues and comments in writing.
- d. Upon good cause shown, the Board may permit the petition to be amended or supplemented and may grant a hearing on the petition before a hearing panel consisting of at least one Employer Trustee and one Employee Trustee to receive and hear any evidence or argument which cannot be presented satisfactorily by correspondence. The petitioner or his duly authorized representative will be permitted to review pertinent documents. The failure to file a petition for review within the 60-day period (180-day period for disability benefits), or the failure to appear and participate in any hearing, will constitute a waiver of the claimant's right to review of the denial, provided that the Board

may relieve a claimant of any waiver for good cause if application for relief is made within one year after the date shown on the notice of denial.

- e. Upon request, the petitioner or the petitioner's duly authorized representative will be provided, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the petitioner's claim for benefits. A document, record or other information shall be considered relevant to a petitioner's claim if it was relied upon in making the benefit determination; was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; demonstrates that the benefit determination was made in accordance with the Plan provisions and that such provisions have been applied consistently with respect to similarly situated claims; and, in regards to disability benefits, the Plan's policy or guidance with respect to the benefit denial (whether or not it was relied upon in making the benefit determination) and other relevant information. Relevant information also includes identification of any medical or vocational expert whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit decision.

The review of the determination will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim without regard to whether such information was submitted or considered in the initial benefit determination.

In the case of a disability determination, the petitioner shall have access to relevant documents, records and other information relevant to the petitioner's claim, including any statement of policy or guidance with respect to the Plan concerning the denial of such disability benefits, without regard to whether such advice or statement was relied upon in making the benefit determination. The Board of Trustees will not afford any deference to the initial benefit determination. If the adverse benefit determination is based in whole or in part on a medical judgment, the Board of Trustees shall consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. Such consultant shall be different from any individual consulted in connection with the initial determination and shall not be the subordinate of any such person.

- f. A decision by the Board will be made promptly and not more than 60 days after the Board's receipt of the petition for review (not more than 45 days for decisions regarding disability benefits), unless special circumstances require an extension of time for processing, in which case notice of the extension must be furnished to the claimant prior to the expiration of the 60-day period (45-day period for disability benefits). A decision must be made available as soon as possible, but not later than 120 days (90 days for disability benefits) after receipt of the petition for review. The petitioner will be advised of the Board's decision in writing. The decision must include specific reasons for the decision, written in a manner calculated to be understood by the petitioner and specific references to the pertinent Plan provisions on which the decision is based. It will also include a statement that the petitioner 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 for benefits. The notification of a benefit determination in regards

to a disability benefit will include the above, along with the specific rule, guideline, protocol or other similar criterion relied upon in making the adverse determination.

- g. The denial of an application or claim as to which the right to review has been waived, or the decision of the Board with respect to a petition for review, will be final and binding upon all parties, including the applicant, claimant or petitioner and any person claiming under the applicant, claimant or petitioner, subject only to judicial review as provided in Subsection a. The provisions of this Section will apply to and include any and every claim to benefits from the Fund, and any claim or right asserted under the Plan or against the Fund, regardless of the basis asserted for the claim, regardless of when the act or omission upon which the claim is based occurred, and regardless of whether or not the claimant is a "Participant" or "Beneficiary" of the Plan within the meaning of those terms as defined in ERISA.

#### **Section 9.05. Benefit Payments Generally.**

A Participant who is eligible to receive a pension benefit under this Plan and makes application in accordance with the rules of this Pension Plan is entitled upon retirement to receive the monthly pension benefits provided for the remainder of his life, subject to the provisions of this Plan. Benefit payments are payable commencing with the first day of the month following the month in which the Participant has fulfilled all the conditions of entitlement to benefits. The first day is the Pension Effective Date as that term is defined in Section 1.21.

- a. If a Pensioner submits evidence of entitlement to additional benefits his increased pension, if any, will become effective:
  - (1) Retroactively to the Pension Effective Date, if his application for additional benefits was filed within one year after the first pension payment was made to him, or
  - (2) On the first day of the month following the date the application was made if it was filed more than one year after payment was made.
- b. If a Participant previously denied a pension submits evidence of entitlement to additional Credited Service which subsequently qualifies him for a pension, his pension will become effective:
  - (1) Retroactively to the date determined under Section 9.01 above, if the evidence of additional Credited Service was submitted within one year after he was advised of his ineligibility for a pension, or
  - (2) On the first day of the month following the submission of the evidence, if it was filed more than one year after he was advised of his ineligibility for a pension.

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

- a. The Participant attains Normal Retirement Age, or

- b. The Participant terminates his Covered Employment and retires, as that term is defined in Section 9.11.

A Participant may, however, elect in writing filed with the Board to receive benefits first payable for a later month, provided that no election filed on or after December 31, 1984, may postpone the commencement of benefits to a date no later than the Required Beginning Date.

If a Participant's Beneficiary is not his Surviving Spouse, the payment of any benefits under the Plan that become payable on account of the Participant's death will begin no later than one year from the date of death or, if later, as soon as practicable after the Board learns of the death.

No Pension payments to the Pensioner will be made in a form other than equal monthly installments for the pensioner's lifetime, except as provided in Article VIII or Section 9.09, or to effect (1) retroactive adjustments including recoupment of overpayments or (2) increases in the monthly pension amount applicable to all pensioners in a specified class, or as otherwise provided or authorized in this Plan.

Pension payments will end with the payment for the month in which the death of the Pensioner occurs except as provided in accordance with the Husband-and-Wife Pension, or if applicable, upon the completion of the guaranteed payments provided for in Section 7.02 or 7.04.

In the event that there are conflicting claims to a benefit payable under the terms of the Plan, the Board may interplead the claimants by appropriate proceeding in a court of competent jurisdiction. In the event the provisions of Section 9.04 do not apply, the claimants must submit their respective claims to the Court in which the interpleader proceedings are pending. Upon deposit of the accrued benefits with the Court, the Board is entitled to be dismissed from the interpleader proceedings and to payment of its costs, including a reasonable attorney's fee. Thereafter, a final decision of the Court in the proceedings will bind all claimants to the benefit and will constitute a full discharge of the Board and the Fund from any liability with regard to the benefit.

If a Participant or Beneficiary cannot be found after a period of 4 years from the date on which a benefit payable to him has become due, that benefit will be forfeited and will be retained by the Fund, unless the Plan has been terminated prior to the date on which that benefit would become forfeitable in accordance with this provision. However, if a Participant or Beneficiary subsequently makes a claim for the forfeited benefit, the benefit will again become payable to the Participant or Beneficiary.

#### **Section 9.06. Mandatory Commencement of Benefits.**

- a. Notwithstanding any provision of the Plan to the contrary, effective January 1, 1990, the Fund will begin benefit payments to all Participants by their Required Beginning Dates, whether or not they apply for benefits.
- b. If a Participant fails to file a completed application for benefits on a timely basis, and his whereabouts are known by the Fund, the Fund will establish the Participant's Required Beginning Date as the Pension Effective Date and begin benefit payments as follows:

- (1) If the Actuarial Present Value of the Participant's benefit (determined in accordance with Section 9.09) does not exceed \$1,000, in a single-sum payment.
- (2) In any other case, in the form of a Husband-and-Wife Pension calculated on the assumptions that the Participant is and has been married for at least one year by the date payments start and that the husband is 3 years older than the wife.
- (3) The benefit payment form specified here will be irrevocable once it begins, with the sole exception that it may be changed to a single-life annuity if the Participant proves that he did not have a qualified Spouse (including an alternate payee under a Qualified Domestic Relations Order (QDRO)) on the Required Beginning Date; also, the amounts of future benefits will be adjusted based on the actual age difference between the Participant and Spouse if proven to be different from the foregoing assumptions.
- (4) Federal, state and local income tax, and any other applicable taxes, will be withheld from the benefit payments as required by law or determined by the Board to be appropriate for the protection of the Board and the Participant.

#### **Section 9.07. Benefits Accrued After Retirement.**

- a. **Before Normal Retirement Age.** Effective as of January 1, 1989, additional benefits earned by a Participant in Covered Employment before Normal Retirement Age will be determined as of the Participant's new Pension Effective Date, unaffected by previously suspended pension benefits which may be resumed in accordance with Section 9.14.
- b. **After Normal Retirement Age.** Effective as of January 1, 1989, any additional benefits earned by a Participant in Covered Employment after Normal Retirement Age will be determined and paid as follows:
  - (1) If the Participant's benefits were not suspended for such work, the additional benefits will be determined at the end of each Calendar Year and will be payable as of February 1 following the end of the Plan Year in which they accrued in the same payment form the Participant is receiving.
  - (2) If the Participant's benefits were suspended for such work, the additional benefits will be determined when the Participant ceases such Covered Employment and will be paid as a new benefit when the Participant re-retires.

#### **Section 9.08. Actuarial Adjustment for Delayed Retirement.**

- a. **After Normal Retirement Age and Before the Required Beginning Date.** If the Pension Effective Date is after the Participant's Normal Retirement Age but before the Participant's Required Beginning Date, the monthly benefit will be determined as follows:
  - (1) The monthly benefit will be the accrued benefit at Normal Retirement Age, actuarially increased for each complete calendar month between Normal Retirement Age and the Pension Effective Date for which he did not work 40 or more hours in prohibited employment (as described in Section 9.11.b.), and then

converted as of the Pension Effective Date to the benefit payment form elected in the pension application of the Participant, or to the automatic form of Husband-and-Wife Pension if the Participant is married.

- (2) If a Participant first becomes entitled to additional benefits after Normal Retirement Age, whether through additional service or because of a benefit increase, the actuarial increase in those benefits will start from the date they would first have been paid rather than Normal Retirement Age.
  - (3) The actuarial increase will be .75% per month for each month after Normal Retirement Age or the later date as may be determined in (2) above.
  - (4) Notwithstanding the above, instead of an actuarially increased benefit, a Participant may choose to receive, at his Pension Effective Date:
    - (a) A monthly benefit equal to his accrued benefit at Normal Retirement Age, adjusted to include any additional benefits to which he becomes entitled after his Normal Retirement Age and before his Pension Effective Date as described in (2) above, plus
    - (b) A one-time cash payment equal to the total of the amounts payable for the months between his Normal Retirement Age and his Pension Effective Date for which benefits are not suspended.
- b. **After the Required Beginning Date.** If for any reason payment of a Participant's benefit cannot start before his Required Beginning Date, then the monthly benefit shall be determined as follows:
- (1) The first step shall be to determine the monthly Normal Retirement Pension benefit that would have been payable based on the total Years of Credited Service accrued as of the April 1 following the calendar year in which the Participant attained age 70½ (without adjustment for payment form).
  - (2) The second step shall be to re-determine, as of each Re-Determination Date, the monthly amount determined in b.(1) above. The initial Re-Determination Date shall be the December 31 of the Plan Year which includes the April 1 following the calendar year in which the Participant attained age 70½. The subsequent Re-Determination Dates shall be each December 31 which falls on the anniversary of such initial Re-Determination Date but precedes the Pension Effective Date, provided that the final Re-Determination Date shall be the last day of the month immediately preceding the month which includes the Pension Effective Date. The re-determined amount for any given Re-Determination Date shall be the greater of:
    - (a) the monthly benefit to which the Participant was entitled as of the preceding Re-Determination Date (or, with respect to the initial Re-Determination Date, the monthly benefit to which the Participant was entitled as of the April 1 following the calendar year in which the Participant attained age 70½), plus the monthly benefit attributable to accruals earned between such preceding



Re-Determination Date (or if applicable, such April 1) and the Re-Determination Date for which the benefit is being calculated; or

- (b) the monthly benefit to which the Participant was entitled as of the preceding Re-Determination Date (or, with respect to the initial Re-Determination Date, the monthly benefit to which the Participant was entitled as of his Required Beginning Date), increased by 1.5% (or 3% if the Participant is at least age 75 at the Re-Determination Date) for each month between such preceding Re-Determination Date and the Re-Determination Date for which the benefit is being calculated.

- (3) The third and final step shall be to take the monthly amount to which the Participant is entitled as of the final Re-Determination Date and convert it, as of the Pension Effective Date, to the benefit payment form elected, or to the form of the automatic Husband-and-Wife Pension if no other form is elected.

#### **Section 9.09. Lump-Sum Payment in Lieu of Monthly Benefit.**

If at the time a monthly benefit becomes payable to a Participant or surviving Spouse, the Actuarial Equivalent of the monthly benefit is \$1,000 or less, the Board will pay to the Participant or surviving Spouse in a lump sum the amount of the Actuarial Equivalent, in lieu of the monthly benefit otherwise payable.

For purposes of this Section, Actuarial Equivalent is determined in accordance with Section 1.01, except that the following procedure applies to benefits payable to a Participant if it results in a larger lump-sum amount:

- a. For a Participant who is eligible for a Regular, Early or Service Pension, the lump-sum amount will be \$119.00 for each \$1.00 of Pension if the Participant is age 60. The factor is increased by \$.18 for each month the Participant is younger than age 60; or decreased by \$.21 for each month the Participant is older than age 60.
- b. For a Participant who is eligible for a Disability Pension, the lump-sum amount will be \$102.00 for each \$1.00 of Pension if the Participant is age 45. The factor is increased by \$.04 for each month the Participant is younger than age 45; or decreased by \$.10 for each month the Participant is older than age 45.

#### **Section 9.10. Elections Final**

Once a Participant, Surviving Spouse, beneficiary, alternate payee, or any other distributee receives a pension payment in a specific form of payment, that form cannot thereafter be changed, except as provided in Section 3.11 when an Early Retirement Pension is converted to a Disability Pension or Section 6.09 which permits the waiver of a spousal pension after retirement under certain conditions.

## **Section 9.11. Definitions for Suspension of Benefits Rules**

### **a. Definition of Trade or Craft**

- (1) “Suspendible Covered Service” means employment or self-employment for wages or profit in a trade or craft which,
  - (a) uses a skill or skills for which contributions are payable to the Plan under a collective bargaining agreement, or
  - (b) uses a skill or skills relating to selling, retailing, managerial, clerical or professional occupations for which contributions to the Plan had been made on behalf of the Participant.
- (2) “Suspendible Noncovered Service” means employment or self-employment for wages or profit in a trade or craft which,
  - (a) uses a skill or skills relating to selling, retailing, managerial, clerical or professional occupation for which contributions to the Plan had not been made on behalf of the Participant, or
  - (b) supervisory services related to a skill or skills described in subsection (1) or subsection (2)(a) but for which no contributions are payable to the Plan.
- (3) Without limitation, the categories listed in subsections (1)(b) and (2) would include safety officers, estimators, supervisors, superintendents, project managers, consultants, inspectors, team leaders, and similar jobs by whatever words are used to describe them.

### **b. Definition of Industry**

The term “industry covered by the Plan” includes any industry in which Employees covered by the Plan were employed and accrued benefits under the Plan as a result of such employment.

### **c. Definition of Geographic Area**

The term “geographic area of the Plan” means the states of California, Nevada, Utah and Hawaii.

### **d. Definition of Building and Construction Industry**

For purposes of the Plan’s suspension of benefit rules, the term “building and construction industry” means work performed at the site of a building or other structure in connection with the erection or alteration of the building or other structure, and includes all types of work performed by all crafts involved in such work. It also includes work in industries related to on site construction, such as material suppliers. In all cases it includes work in the office as well as work on site, regardless of whether or not such work is under a

collective bargaining agreement, and whether or not it would replace the work of an operating engineer.

### **Section 9.12 Suspension of Pension Payments**

- a. After Age 70-1/2. Pension payments will not be suspended for employment by a Pensioner after the April 1<sup>st</sup> immediately following the calendar year in which he attains age 70-1/2.
- b. After Normal Retirement Age After his Normal Retirement Age but before the date referred to in subsection a., a Pensioner's benefit will be suspended for employment during any calendar month or during each 4 or 5 week payroll period ending in a calendar month if,
  - (1) It is in the geographic area of the Plan as of time that the payment of benefits commenced or would have commenced if the employee had not returned to employment; and
  - (2) It is in an industry covered by the Plan at the time the payment of benefits commenced or would have commenced if the employee had not remained in or returned to employment; and
  - (3) It is in Suspendible Covered Service; and
  - (4) It is for 40 hours or more.

**Exception.** Beginning January 1, 2003, a Pensioner receiving a Regular, Early Retirement or Service Pension who is an owner or partial owner of a company that is currently a Contributing Employer may work for such Contributing Employer without limitation in any capacity, except in employment of the type for which Contributions to the Fund are required under any collective bargaining agreement, and not have his or her pension suspended.

Beginning July 1, 2014, an owner or partial owner is defined as a person who currently owns at least a five percent (5%) interest in the Contributing Employer.

- c. Before Normal Retirement Age.
  - (1) General Rule. Before his Normal Retirement Age a Pensioner's benefit will be suspended for employment during any calendar month or during each 4 or 5 week payroll period ending in a calendar month if,
    - (a) It is anywhere in the United States or Canada; and
    - (b) (i) With respect to Participants with Pension Effective Dates on or after July 1, 2013, and regardless of when their benefits were accrued, it is in either any industry covered by the Plan or the building and construction industry (Section 9.11.d.) during the first 60 months after the Participant's Pension Effective Date but not beyond the Participant's Normal Retirement Age.
    - (ii) After that 60 month (or shorter) period, or if the Participant retired before July 1, 2013, it is in an industry covered by the Plan at the time payment

of benefits commenced or would have commenced if the employee had not returned to employment, and

- (c) (i) With respect to Participants with Pension Effective Dates on or after July 1, 2013, and regardless of when their benefits were accrued, it is in Suspendible Covered Service, or during the Participant's first 60 months of retirement, but not beyond his or her Normal Retirement Age it is in (I) Suspendible Noncovered Service, or (II) in any type of service in the building and construction industry (Section 9.11.d.).
- (ii) With respect to Participants with Pension Effective Dates before July 1, 2013, it is in Suspendible Covered Service whenever the benefits were accrued, and
  - (I) With respect to benefits accrued after July 1, 2008, and before January 1, 2012 and with respect to the Participant's first 12 months of retirement, but not beyond his Normal Retirement Age, it is in Suspendible Noncovered Service, and
  - (II) With respect to benefits accrued after January 1, 2012 and with respect to the Participants first 60 months of retirement, but not beyond his Normal Retirement Age, it is in Suspendible Noncovered Service; and

- (d) It is for one or more hours.

**Exception.** Beginning January 1, 2003, a Pensioner receiving a Regular, Early Retirement or Service Pension who is an owner or partial owner of a company that is currently a Contributing Employer may work for such Contributing Employer without limitation in any capacity, except in employment of the type for which Contributions to the Fund are required under any collective bargaining agreement, and not have his or her pension suspended.

Beginning July 1, 2014, an owner or partial owner is defined as a person who currently owns and has owned at least a five percent (5%) interest in the Contributing Employer for a minimum of twelve (12) consecutive months prior to the effective date of his retirement.

- (2) Special Rules. Pension benefits will also be suspended for the following additional periods which immediately follow the period described in subsection (1).

- (a) Three months, notwithstanding the following exceptions:
  - (i) The additional 3 months suspension will not apply to a person who received a Disability Pension prior to the employment as described in subsection (1).
  - (ii) A Pensioner may be granted a one-time waiver of the additional 3 months suspension, provided:
    - (A) He returns to work on or after January 1, 1993; and

(B) He earns at least 2 Years of Credited Service during the period of reemployment of works at least 24 consecutive months.

(iii) During the period of July 1, 1998 through December 31, 1998, the additional 3 months suspension will not apply to a Pensioner who is employed in work of the type described in subsection (1) provided the Pensioner satisfies the Notice requirements set forth in subsection d.(2) of this Section 9.12.

(b) Twelve months in addition to the months under subsection (a) if the Pensioner fails to satisfy the Notice requirements set forth in subsection d(2) of this Section 9.12.

(3) Protection of Normal Retirement Benefit. If a Pensioner's benefit is suspended under this subsection c. for either (a) work outside of the geographic area of the Plan, or (b) work for less than 40 hours per calendar month or 4 or 5 week payroll period ending in a calendar month, or (c) under the special rules of subsection (2) then the suspension will not affect the Pensioner's entitlement to normal retirement benefits payable after attainment of Normal Retirement Age, or the actuarial equivalent thereof.

**d. Notices.**

- (1) Before commencement of pension benefits, a Pensioner must sign a retirement declaration, in a form prescribed by the Board of Trustees, acknowledging notice of the Plan rules governing suspension of benefits, as set forth in the declaration, and agreeing to abide by the requirements of those rules. The Pensioner will be notified by mail at his last address on record with the Fund of any material change in the suspension rules on or before the effective date of the change or within 15 days.
- (2) A Pensioner must notify the Plan in writing within 15 days after starting any work of a type that is or may be prohibited under the provisions of Section 9.11. and without regard to the number of hours of work.

The Board may at any time or from time to time as a condition to receiving future benefit payments require that a Pensioner submit evidence verifying that he is unemployed or that any employment does not constitute work of the type prohibited under the provisions of Section 9.11.

- (3) Whenever the Board becomes aware that a Pensioner is working or has worked in prohibited employment in any month after he has attained Normal Retirement Age, and has failed to give timely notice to the Plan of that employment, the Board may, unless it is unreasonable under the circumstances to do so, act on the basis of a rebuttable presumption that the Pensioner worked for at least 40 hours in a month and any subsequent month before the Pensioner gives notice in writing to the Board that he has ceased prohibited employment. The Pensioner may overcome this presumption by establishing that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits.

In addition, whenever the Board becomes aware that a Pensioner is working or has worked in prohibited employment for any number of hours for an employer at a construction site and he has failed to give timely notice to the Plan of that employment, the Board may, unless it is unreasonable under the circumstances to do so, act on the basis of a rebuttable presumption that the Pensioner engaged in that employment for the same employer in work at that site for so long before the work in question as that same employer performed that work at that construction site. The Pensioner may overcome this presumption by establishing that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits.

The Board will advise all Pensioners in writing at least once every 12 months of its employment verification requirements and the nature and effect of the presumptions provided in this paragraph d.(3).

- (4) A Pensioner whose pension has been suspended must notify the Plan in writing when prohibited employment has ended. The Board has the right to withhold benefit payments until that notice is filed with the Plan.
- (5) A Participant may request the Board in writing to determine whether specific contemplated employment is prohibited by Subsection 9.11.b. The Board will make available its determination and notify the Participant in writing of that determination in accordance with the claims review procedure provided in Section 9.04.
- (6) The Plan will inform a Pensioner of any suspension of his benefits pursuant to Subsection 9.11.b. by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. The notice must include (a) a description of the specific reasons for the suspension, (b) a general description of the Plan provisions relating to the suspension of benefits, (c) a copy of the provisions and a copy of the claims review procedure provided in Section 9.04, (d) a statement that applicable Department of Labor regulations may be found in Section 2530.203-3 of Title 29 of the Code of Federal Regulations, (e) a statement that a request for the review of suspension will be considered in accordance with the claims review procedure provided in Section 9.04., (f) a description of the procedure for filing a benefit resumption notice, (g) the forms that must be filed for that purpose, and (h) a specific identification of the periods of employment for which suspendible amounts will be offset, the suspendible amounts subject to offset and the manner in which the offset will be made.

**e. Review.**

A suspension of benefits pursuant to this section is subject to review by the Board in accordance with the claims review procedure provided in Section 9.04.

**f. Resumption of Benefit Payments.**

- (1) Benefit payments will resume for the months after the last month for which benefits were suspended, provided the Pensioner has complied with the notification requirements of paragraph d.(4) above. Subject to the provisions of paragraph (2)

of this Subsection, overpayments attributable to payment of benefits made for any month or months for which the Pensioner engaged in prohibited employment will be deducted from benefits otherwise payable subsequent to the period of suspension.

(2) In the case of a Pensioner who has attained Normal Retirement Age, benefit payments will resume no later than the third month after the last calendar month for which the Pensioner's benefit was suspended. The deduction or offset for prior benefit overpayments will be 100% of the initial payment or the full suspendible amount subject to offset, whichever is less. Thereafter, the deduction or offset will not exceed in any one month 25% of that month's total benefit payment which would have been due but for the offset.

(3) If a Pensioner dies before recoupment of suspendible amounts has been completed, deductions will be made from any benefits payable to his Surviving Spouse or Beneficiary, subject, in cases to which paragraph (2) applies, to the 25% percent limitation on the rate of deduction as to any benefit payments after the first payment.

- g. **Continued Employment After Normal Retirement Age.** Subsection b., providing for suspension of benefits after Normal Retirement Age, does not apply to a Participant who remains in Covered Employment and does not retire until after Normal Retirement Age, unless he subsequently returns to prohibited employment after he retires.

#### **Section 9.13. Pensioner Work Addendum.**

Notwithstanding the provisions of Sections 9.11 and 9.12 above, if the applicable collective bargaining agreement provides for work after Retirement by a Pensioner without suspension of pension benefits, a Pensioner may return to work on the following basis:

- a. Pensioners not residing in Hawaii will be allowed to perform work only during the months of April through November of any Calendar Year; Pensioners residing in Hawaii will be allowed to perform work during any months of the Calendar Year.
- b. The Pensioner complies with any and all terms, conditions and provisions for the Pensioner to participate in any Retiree Work Addendum existing under an applicable collective bargaining agreement.

A Pensioner may also return to work, without suspension of pension benefits, to pursue employment by the Foundation for Fair Contracting in accordance with terms, conditions and provisions governing that employment established by the collective bargaining parties.

#### **Section 9.14. Benefit Payments Following Suspension.**

- a. The monthly amount and type of pension when resumed after suspension will be the same as prior to the suspension. Additional benefits earned during the period of suspension are subject to the provisions set forth in Section 9.07.
- b. Suspension of pension payments before Normal Retirement Age because of employment of the type for which a pension would not be suspended after Normal Retirement Age, will not reduce the value of the Pensioner's pension below the actuarial equivalent of the pension payable at his Normal Retirement Age. To the extent necessary to avoid this reduction, the monthly amount of the pension will be adjusted so as not to deprive the Pensioner of the value of the pension payable to him at his Normal Retirement Age.
- c. Any payments provided under the form of pension in effect immediately prior to suspension of benefits will remain in effect if the Pensioner's death occurs while his benefits are in suspension.
- d. A Pensioner who returns to Covered Employment is not entitled to elect a new optional form of payment with respect to any portion of the pension in effect immediately prior to suspension of benefits, subject to the provisions of Section 9.07.
- e. For Participants who retired on or after April 1, 2013 and before July 1, 2013 before their Normal Retirement Age, Section 3.18 provides for a recalculation of the amount of their retirement benefits if they return to Covered Employment within 24 months of their Pension Effective Dates.

#### **Section 9.15. Non-forfeitability.**

- a. The Employee Retirement Income Security Act requires that certain of the benefits under this Plan be non-forfeitable.
- b. A Participant acquires a non-forfeitable right to a Regular Pension at Normal Retirement Age after completion of 10 Years of Service ("Years of Service" as used in this Section means those years of service required to be credited in accordance with Section 411 of the Internal Revenue Code and Section 203 of ERISA and as further defined by the applicable regulations). Periods of service and breaks in service are defined for that purpose under this Plan on the basis of all Hours of Service.
- c. ERISA also provides certain limitations on any Plan amendment that may change the Plan's vesting schedule. In accordance with those legal limitations, no amendment of this Plan may take away a Participant's non-forfeitable right to a Pension at Normal Retirement Age, if he has already earned it at the time of the amendment. Also, an amendment may not change the schedule on the basis of which a Participant acquires this right, unless each Participant who has at least 5 Years of Service at the time the amendment is adopted or effective (whichever is later) is given the option of achieving a non-forfeitable right on the basis of the pre-amendment schedule.

That option may be exercised within 60 days after the latest of the following dates:

- (1) When the amendment was adopted,
- (2) When the amendment became effective, or



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

While this Plan provides Early Retirement Pensions, Disability Pensions and Pro-Rata Pensions on the basis of requirements that may be met by some Participants who have not completed 10 Years of Service, these eligibility rules represent provisions of the Plan above and beyond those which are required by law to be non-forfeitable. The provisions of this Section 9.15 are subject to the conditions of Sections 9.01, 9.02, 9.05, 9.12, 9.14 and 10.03.

#### **Section 9.16. Incompetence or Incapacity of a Pensioner or Beneficiary.**

In the event it is determined that a Pensioner or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due him may be applied, at the discretion of the Board, to the maintenance and support of the Pensioner or Beneficiary or to the person the Board in its sole discretion finds to be the object of the natural bounty of the Pensioner or Beneficiary in the manner decided by the Board, unless, prior to the payment, claim was made by a legally-appointed guardian, committee, or other legal representative appropriate to receive these payments on behalf of the Pensioner or Beneficiary.

#### **Section 9.17. Non-Assignment of Benefits.**

Except to the extent otherwise provided by a qualified domestic relations order, or equivalent, authorized by ERISA, the Internal Revenue Code, or the Retirement Equity Act, each Participant, Pensioner or Beneficiary under the Plan is restrained from selling, transferring, anticipating, assigning, alienating, hypothecating or otherwise disposing of his pension, prospective pension or any other right or interest under the Plan, and the Board of Trustees will not recognize, or be required to recognize, any sale, transfer, anticipation, assignment, alienation, hypothecation or other disposition. Any pension, prospective pension, right or interest will not be subject in any manner to voluntary transfer or transfer by operation of law or otherwise, and is exempt from the claims of creditors or other claimants and from all orders, decrees, garnishments, executions or other legal or equitable process or proceeding to the fullest extent permitted by the laws of the United States or regulations.

The Board will adopt and prescribe reasonable rules and regulations for the implementation of the qualified domestic relations order provisions of ERISA, the Internal Revenue Code and the Retirement Equity Act.

#### **Section 9.18. Set-off and Recoupment.**

In the event that it is determined that due to either a mistake of fact or law, or to comply with Section 9.17, or to any other circumstances, a Participant, Beneficiary, Surviving Spouse, alternate payee or other person has been paid more than he or she is entitled to under the terms of the Plan or under the law, or is otherwise obligated to the Fund, the Board will offset, recoup and recover the amount of the overpayment or obligation from payments due or thereafter becoming due to that person, or to the Beneficiary, Surviving Spouse or alternate payee of a Participant.

## ARTICLE X. MAXIMUM BENEFITS

### Section 10.01. General Rule.

- a. Notwithstanding any other provision of this Plan, the annual Accrued Benefit relating to employment with a Contributing Employer payable with respect to any Employee shall not exceed the amount set forth in Internal Revenue Code Section 415(b)(1)(A), which is incorporated here by reference.
- b. This limit does not apply to any benefit payable in a year that does not exceed \$1,000 a year for each year in which the Participant earns a Year of Credited Service, up to a maximum of \$10,000. If the Participant does not earn a Year of Credited Service, but earns a fraction, not exceeding 1.0, of a Year of Credited Service, the \$1,000 amount for the year is reduced by multiplication by that fraction. This Subsection does not apply if the Participant has also been covered by an individual account plan to which the Employer contributed on his behalf, and the plan was maintained as a result of collective bargaining involving the same employee representative as this Plan.
- c. (1) The annual dollar limit in subsection 10.01(a) is increased annually in accordance with Internal Revenue rulings and regulations under Internal Revenue Code Section 415(d), which are incorporated herein by reference.  
  
(2) For the purpose of Subsection a.(2), "Compensation" is amounts defined in Internal Revenue Code Section 3401(a) for purposes of federal income tax withholding at the source determined without regard to limitations relating to the nature or location of employment, plus all other payments for which the employer is required to furnish the employee a written statement under Internal Revenue Code Section 6041(d), Section 6041(a)(3), or Section 6052. Notwithstanding the foregoing, for Plan Years beginning after December 31, 1997, Compensation also includes elective deferrals under Internal Revenue Code Section 401(k), Section 403(b), Section 457, and Section 408(p)(2)(A)(i), and under a simplified pension plan (SEP), savings incentive plan (SIMPLE), Internal Revenue Code Section 125 cafeteria plan or *Internal Revenue Code Section 132(f)(4) transportation fringes*. Any Compensation paid to a Participant does not fail to be Compensation merely because it is paid after the Participant's severance from employment with all Employers provided that the Compensation is paid by the later of 2-½ months after severance from employment with all Employers or at the end of the Limitation Year that includes the severance from employment date with all Employers.  
  
(3) For purposes of Subsection a.(2), a Participant's average Compensation is deemed to be increased in each calendar year following his termination of service with the Employer for increases in the cost of living, based on the procedures used to adjust benefit amounts under Section 215(i)(2)(A) of the Social Security Act.  
  
(4) Benefit payments that are limited by this Article will be increased annually to the level permitted by the limitations of this Article as adjusted for later years in accordance with this Subsection, but in no event to a level higher than the benefits attributable to Benefit Units earned by the Participant.

- d. Employer-by-Employer Method of Testing. For the purpose of administering the Plan, the maximum benefit limitation under this Article will be tested on the basis that the Participant's benefit is attributable to service with a single Contributing Employer. If, on the above basis, the Participant's benefit would be limited because of the maximum benefits under this Section, then the provisions of this Section will be applied separately for employment with different Contributing Employers. For this purpose, the benefit under this Plan considered as payable with respect to a Participant and an Employer shall equal the excess of the benefit over the benefit computed as if the Participant had no covered service with the Employer.

**Section 10.02. Adjustment of Dollar Limit for Early or Late Retirement.**

- a. If a Participant's benefit payments begin before the Participant's Social Security retirement age, but on or after age 62, the dollar limit under Section 10.01(a) is reduced as follows:
  - (1) If the Participant's Social Security retirement age is 65, the dollar limit is reduced by 5/9 of 1% for each month by which benefits begin before the month in which the Participant reaches 65.
  - (2) If the Participant's Social Security retirement age is later than 65, the dollar limit is reduced by 5/9 of 1% for each of the first 36 months and 5/12 of 1% for each additional month (up to 24) by which benefits begin before the month of the Participant's Social Security retirement age.
- b. If a Participant's benefit payments begin prior to age 62, the dollar limit is reduced to the Actuarial Equivalent, as defined in Section 10.01.f., of the benefit payable at age 62.
- c. If a Participant's benefit payments begin after Social Security Retirement Age, the limit is increased to the Actuarial Equivalent, as defined in Section 10.01.f., of the dollar limit otherwise payable at the Social Security Retirement Age.
- d. For purposes of this Section, Social Security Retirement Age is:
  - (1) Age 65, for a Participant born before January 1, 1938;
  - (2) Age 66, for a Participant born after December 31, 1937 and before January 1, 1955, and
  - (3) Age 67, for a Participant born after December 31, 1954.
- e. In the case of a Participant employed by a tax-exempt Employer:
  - (1) If the Participant's benefit payments begin before age 65, but on or after age 62, the dollar limit is not reduced.
  - (2) If the Participant's benefit payment begins before age 62, but on or after age 55, the dollar limit is reduced to the Actuarial Equivalent of the benefit payable at age 62, but not below \$75,000.

- (3) If the Participant's benefit payment begins before age 55, the dollar limit is reduced to the Actuarial Equivalent of the benefit payable at age 55.
- (4) If the Participant's benefit payments begin after age 65, the dollar limit is increased to the Actuarial Equivalent of the benefit payable at age 65.
- f. For purposes of Subsection 10.02.b., e.(2) and e.(3), Actuarial Equivalent means the lesser of (1) the equivalent amount computed using the Plan rate and Plan mortality table (or Plan tabular factor) used for actuarial equivalence for Early Retirement benefits under the Plan and (2) the amount computed using 5 percent interest and the "Applicable Mortality Table" described in Section 1.01.a.

### **Section 10.03. Adjustment for Optional Payment Form.**

If the Participant's accrued benefit is paid in any form other than a single-life annuity, a Husband-and-Wife Pension or an Alternative Husband and Wife Pension, the limitations in Section 10.01 are applied to the accrued benefit before it is converted to the optional payment form, so that the amount payable under the payment form selected will be the Actuarial Equivalent of the accrued benefit (which is defined as a single-life annuity) as limited by Section 10.01.a.

For this purpose, if the benefit is subject to IRC Section 417(e)(3), Actuarial Equivalent is the greater of (1) the benefit computed using the interest rate and mortality table, or tabular factor, specified in the Plan for actuarial equivalence for the particular form of benefit payable, and (2) the benefit computed using Actuarial Equivalent interest rate and mortality assumptions as follows:

- a. For distributions occurring before January 1, 2008, the Actuarial Equivalent is based on 5 percent interest and the "Applicable Mortality Table" described in Section 1.01.a. Solely for the purpose of distributions occurring during 2004 and 2005, "5 percent interest" shall be replaced by "5.5 percent interest" in the preceding sentence.
- b. For distributions occurring on or after January 1, 2008, for an optional payment form that is not subject to IRC Section 417(e)(3), the Actuarial Equivalent interest rate and mortality assumptions shall be the same as described in subsection (A) above. For optional forms of payment that are subject to IRC Section 417(e)(3), the Actuarial Equivalent shall be the greater of (i) the amount based on 5.5 percent interest and the "Applicable Mortality Table" described in Section 1.01.a. or (ii) the amount based on the applicable interest rate for the distribution under the IRC regulation 1.417(3)-1(d)(3) and the "Applicable Mortality Table" described in Section 1.01.a., divided by 1.05.

#### **Section 10.04. Plan Aggregation.**

- a. In applying the limits of this Article, the benefit of and contributions to all other retirement plans sponsored by the Employer or any Affiliate will be taken into consideration, except for multiemployer plans.
- b. Except as noted in Subsection a., all defined benefit plans sponsored by the Employer or any Affiliate are treated as a single plan. Benefits payable under any other plan with respect to a Participant will be reduced to the extent possible before any reduction will be made in his benefits payable under this Plan, if necessary to observe these limits.
- c. For Plan Years beginning before 2000 and except as noted in Subsection a., if a Participant is covered under one or more defined contribution plans sponsored by the Employer or any Affiliate, his combined benefits and annual additions under all defined benefit and defined contribution plans cannot exceed the applicable combined plan limits under Internal Revenue Code Section 415(e) including any rules and regulations. If necessary to observe these limits, benefits under any other defined benefit plans will be reduced before benefits under this Plan, but benefits under this Plan will be reduced to the extent necessary if benefits under the other plans cannot be reduced.

#### **Section 10.05. Phase-In Over Years of Service.**

- a. The limit of Section 10.01.a.(2) will be phased in, with respect to each Participant, at the rate of 10% for each Plan Credit Year in which the Participant earns a Year of Credited Service with the Employer or Affiliate, up to 100%. If the Participant does not earn a Year of Credited Service, but earns a fraction, not exceeding 1.0, of Year of Credited Service, the 10% rate for the year is reduced by multiplication by that fraction.
- b. In applying this rule to benefits under other plans with which benefits under this Plan are aggregated under Section 10.04.a., the phase-in for those other plans' benefits will be based on years of service for vesting as defined in those other plans.

**Section 10.06. Phase-In Over Years of Participation.** If a Participant has fewer than 10 years of participation in this Plan, the \$210,000 limitation in Section 10.01.a will be multiplied by a fraction, the numerator of which is the participant's total years of participation in this Plan and the denominator of which is 10. The limitation thus obtained will not be less than 10% of the \$210,000 limitation.

**Section 10.07. Limitation Year.** The annual limits of this Article will be applied on a calendar year basis.

#### **Section 10.08. Protection of Prior Benefits.**

- a. For any year before 1983, the limitations prescribed by Section 415 of the Internal Revenue Code in effect before enactment of the Tax Equity and Fiscal Responsibility Act of 1982 will apply, and no benefit earned under this Plan will be reduced on account of the provisions of this Article if it would have satisfied those limitations under the prior law.

- b. For any year before 1992, the limitations prescribed by Section 415 of the Internal Revenue Code in effect before enactment of the Tax Reform Act of 1986 will apply, and no benefit earned under this Plan as of the close of the last Limitation Year beginning before January 1, 1987 will be reduced on account of the provisions of this Article if it would have satisfied those limitations under the prior law.

**Section 10.09. Interpretation or Definition of Other Terms.** All terms used in this Article not otherwise expressly defined in the Plan are defined, interpreted and applied as prescribed by Section 415 and is hereby incorporated by reference including any regulations and rulings thereunder.

## **ARTICLE XI. SPECIAL PROVISIONS FOR ELIGIBLE ROLLOVER DISTRIBUTIONS**

**Section 11.01. Purpose.** This Article 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 Article, a distributee may elect, at the time and in the manner prescribed by the Board to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover (all terms as defined below). Effective January 1, 2002, any provisions in this Article XI that are contrary to those contained in Section 15.05 shall be superceded by Section 15.05.

### **Section 11.02. Definitions.**

a. **Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:

- (1) any distribution that is one of a series of substantially equal periodic payments (not less frequent than annually) made for the life (or life expectancy) of the Distributee, or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more;
- (2) any distribution to the extent the distribution is required under Internal Revenue Code Section 401(a)(9);
- (3) any hardship distribution;
- (4) the portion of any distribution that is not includible in gross income; and
- (5) any other distribution(s) that is reasonably expected to total less than \$200 during a year.

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includable in gross income. However, such portion may be transferred only to (1) an individual retirement account or annuity described in Internal Revenue Code Section 408(a) or (b); (2) for taxable years beginning after December 31, 2001 and before January 1, 2007, to a qualified trust which is part of a defined contribution plan that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or, (3) for taxable years beginning after December 31, 2006, to a qualified trust or to an annuity contract described in Internal Revenue Code Section 403(b), if such trust or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is so includible in gross income and the portion of such distribution which is not so includible.

- b. **Eligible Retirement Plan.** An Eligible Retirement Plan is a qualified plan described in Internal Revenue Code Section 401(a), an annuity plan described in Internal Revenue Code Section 403(a), an annuity contract described in Internal Revenue Code Section 403(b), an individual retirement account described in Internal Revenue Code Section 408(a), an individual retirement annuity described in Internal Revenue Code Section 408(b), or an eligible plan under Internal Revenue Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of state and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the Distributee's Eligible Rollover Distribution.

Effective on and after January 1, 2008, Eligible Retirement Plan also includes a Roth IRA described in Internal Revenue Code Section 408A. An amount rolled over to a 408A plan must be an Eligible Rollover Distribution, and, pursuant to Internal Revenue Code Section 408A(d)(3)(A), include in gross income any amount that would be includible if the distribution was not rolled over. For taxable years beginning before January 1, 2010, a Distributee will not be permitted to make a Direct Rollover to a Internal Revenue Code Section 408A plan if, for the year the eligible rollover is made, the Distributee has a modified adjusted gross income exceeding \$100,000 or is married and files separate return. The restriction in the foregoing sentence shall not apply in taxable years beginning on or after January 1, 2010.

Neither the Plan nor the Plan administrator will be responsible for assuring that the Distributee is eligible to make a rollover to a Roth IRA.

- c. **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 alternative payee under a qualified domestic relations order, as defined in Internal Revenue Code Section 414(p), are Distributees with regard to the interest of the spouse or former spouse. A Distributee also includes the Participant's nonspouse designated beneficiary. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Internal Revenue Code Sections 408(a) or 408(b) ("IRA") or a Roth individual retirement account or annuity described in Internal Revenue Code Section 408A, provided that such IRA or Roth IRA is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Internal Revenue Code Section 402(c)(11). Also, in this case, the determination of any required minimum distribution under Internal Revenue Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.
- d. **Direct Rollover.** A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.



## **ARTICLE XII. MISCELLANEOUS**

### **Section 12.01. Gender.**

Wherever any words are used in this Pension Plan in the masculine gender, they should be construed as though they were also used in the feminine gender in all situations where they would so apply; wherever any words are used in this Pension Plan in the singular form they should be construed as though they were also in the plural form in all situations where they would so apply, and vice versa.

### **Section 12.02. Mailings.**

Except as otherwise specifically provided in this Plan, any notice or other communication to be given under the provisions of the Plan may be given by mailing that notice or communication by first class mail to the person to be notified at his last address on the records of the Plan and is effective for all purposes on the third day after mailing.

### **Section 12.03. Addition of New Groups of Employees.**

The Board will review the relevant actuarial data with respect to any group of employees added to the coverage of this Pension Plan. If the Board concludes that modification of previously adopted funding assumptions or changes in amounts of pension benefits would result from the inclusion of the group, the appropriate provisions of the Pension Plan will be modified with respect to the group involved so that the Fund will not be adversely affected by the inclusion of group.

**Section 12.04. Right to Terminate.** The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. In the event of a termination of the 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 will take any and all necessary and appropriate steps to comply with Sections 4041A and 4281 of ERISA.

### **Section 12.05. Mergers, Etc.**

Subject only to the extent determined by the Pension Benefit Guaranty Corporation, the following will apply: In the case of any merger, consolidation or transfer of the Plan, in whole or in part, of the assets and liabilities of the Pension Fund to, any other pension fund, after September 2, 1974, each Participant will (if the Plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is at least equal to the benefit he would be entitled to receive immediately before the merger, consolidation or transfer as if the Plan had then terminated.

## **ARTICLE XIII. CONTINGENT TOP-HEAVY RULES**

### **Section 13.01. General Rules.**

If the Plan is determined to be Top-Heavy (as defined in Section 13.02) for any Plan Year, then for that year the special vesting, minimum benefit and compensation limitations of Section 13.03 will apply to any Employee not included in a unit of Employees covered by a Collective Bargaining Agreement between the Union and one or more Contributing Employers. Effective January 1, 2002, any provisions in this Article XIII that are contrary to those contained in Section 15.04 shall be superceded by Section 15.04.

### **Section 13.02. Determination of Top-Heavy Status.**

- a. **Determination Date.** The determination date for any Plan Year is the last day of the preceding Plan Year.
- b. **Top-Heavy Status.** The Plan is Top-Heavy for any Plan Year if as of the determination date the Actuarial Equivalent of the cumulative accrued benefits under the Plan for Key Employees exceeds 60% of the Actuarial Equivalent of the cumulative accrued benefits under the Plan for all employees. For this purpose, the present value of the cumulative accrued benefits will be determined on the basis of 5% interest and the 1971 Group Annuity Mortality Table.
- c. **Key Employees.** Whether or not an Employee is a Key Employee depends on his status with the Contributing Employer that employs the Employee. For any Plan Year, a Contributing Employer's Key Employees are those who, at any time during the Plan Year in which the determination date for that Plan Year occurs or any of the 4 preceding Plan Years, are:
  - (1) officers of the Contributing Employer having annual Compensation (as defined in Subsection e.(5) below) greater than \$45,000 for that year (which amount is subject to adjustment under Subsection e.(1) below). In no event will more than 50 Employees (or, if less, the greater of 3 or 10% of the Employees) of a Contributing Employer be treated as officers;
  - (2) the 10 Employees owning (or considered as owning under Section 318 of the Internal Revenue Code) both more than a 1/2 percent ownership interest and the largest percentage ownership interest in the Contributing Employer, provided that in no event will an Employee having annual Compensation (as defined in Subsection e.(5) below) greater than \$30,000 for that year (subject to adjustment under Subsection e.(1) below) be considered a Key Employee;
  - (3) the persons who own (or are considered as owning within the meaning of Section 318 of the Internal Revenue Code) more than 5% of the outstanding stock of the Contributing Employer or stock possessing more than 5% of the total combined voting power of all stock of the Contributing Employer. (Sole proprietors and partners are not allowed to participate in the Plan.);

- (4) the persons who own (or are considered as owning within the meaning of Section 318 of the Internal Revenue Code) more than 1% of the outstanding stock of the Contributing Employer or stock possessing more than 1% of the total combined voting power of all stock of the Contributing Employer who also have annual Compensation (as defined in Subsection e.(5) below) from the Contributing Employer of more than \$150,000 for any year.

**d. Aggregation Rules.**

In determining if the Plan is Top-Heavy, the Plan will be aggregated with any other plan in the required aggregation group as defined in Section 416(g)(2)(A)(i) of the Internal Revenue Code and may, in the Board's discretion, be aggregated with any other plan in the permissive aggregation group as defined in Section 416(g)(2)(A)(ii) of the Internal Revenue Code.

**e. Special Rules.**

- (1) The \$45,000 and \$30,000 limitations in Subsection c.(1) and (2) above will be automatically adjusted each year to be equal to 150% and 100%, respectively, of the maximum dollar limitation (as opposed to the percentage limitation) of the annual addition to a defined contribution plan currently allowed under Section 415(c)(1)(A) of the Internal Revenue Code.
- (2) The Actuarial Equivalent of the cumulative accrued benefit for any Employee will be increased by the aggregate distributions made with respect to that Employee under the Plan during the 5-year period ending on the determination date.
- (3) The accrued benefit in any Plan Year for an individual who is not a Key Employee will not be less than the minimum benefit set forth in Subsection 13.03.b.
- (4) If an individual is not a Key Employee for any Plan Year but was a Key Employee for any prior Plan Year, any accrued benefit for that Employee will not be taken into account for purposes of determining if the Plan is Top-Heavy.
- (5) For purposes of this Article XIII, "Compensation" for a Plan Year means the amount required to be included in the Employee's Form W-2 for the calendar year that ends within that Plan Year.

Notwithstanding the foregoing, for Plan Years beginning after December 31, 1997, Compensation shall also include elective deferrals under Internal Revenue Code Section 401(k), Section 402(g)(3), Section 403(b), Section 457, and Section 408(p)(2)(A)(i), and under a simplified pension plan (SEP), savings incentive plan (SIMPLE), Internal Revenue Code Section 125 cafeteria plan or *Internal Revenue Code Section 132(f)(4)* transportation fringe benefits.

Any Compensation paid to a Participant does not fail to be Compensation merely because it is paid after the Participant's severance from employment with all Employers provided that the Compensation is paid by the later of 2-½ months after

severance from employment with all Employers or at the end of the Limitation Year that includes the severance from employment date with all Employers.

- (6) The Board is authorized to adopt any other rules or regulations necessary to insure that the Plan complies in all respects with the Top-Heavy rules of the Internal Revenue Code.

### **Section 13.03. Special Vesting, Minimum Benefit, and Compensation Rules.**

The following rules will apply only to Employees *not* included in a unit of Employees covered by a Collective Bargaining Agreement requiring Contributions to this Plan and only if the Plan as a whole becomes Top-Heavy. These Employees are referred to as Top-Heavy Employees.

**a. Vesting.**

- (1) **Applicability.** If the Plan becomes Top-Heavy the vesting schedule set forth in Subsection a.(2) below applies to the accrued benefit of every Top-Heavy Employee who has at least one Contributory Hour while the Plan is Top-Heavy. Participants who do not have a Contributory Hour while the Plan is Top-Heavy will have their vesting determined under the regular vesting schedule. Any accrued benefits which were forfeited before the Plan became Top-Heavy will remain forfeited.
- (2) **Special Vesting Schedule.** If the Plan becomes Top-Heavy, the following vesting schedule applies instead of the Plan's regular vesting schedule to the Participants defined in Subparagraph (1):

<u>Years of Vesting Service</u>	<u>Percentage</u>
2	20
3	40
4	60
5	80
6 or more	100

- (3) **End of Top-Heavy Status.** If, after being determined to be Top- Heavy, the Plan ceases to be Top-Heavy, then
  - (a) The nonforfeitable percentage of a Participant's accrued benefit before the Plan ceased to be Top-Heavy will not be reduced;
  - (b) Any Top-Heavy Employee with 5 or more Years of Credited Service at the time the Plan ceased to be Top-Heavy will have the vesting schedule of paragraph (2) above applied to his accrued benefits whenever earned; and

- (c) Any Top-Heavy Employee with less than 5 Years of Credited Service at the time the Plan ceased to be Top-Heavy will have the Plan's regular vesting provisions apply to all benefits accrued after the Plan ceased to be Top-Heavy.

b. **Special Minimum Benefit Rules.**

- (1) **Applicability.** If the Plan becomes Top-Heavy, then for the first year that the Plan is Top-Heavy, and for all subsequent years during which it is Top-Heavy, the minimum benefit set forth in Subsection b.(2) below applies to all Top-Heavy Employees (other than Key Employees) who have a Year of Credited Service during that Plan Year.
- (2) **Special Minimum Benefit.** If the Plan becomes Top-Heavy, the minimum Regular Pension benefit for Top-Heavy Employees (other than Key Employees) is the greater of (a) the Plan's basic Regular Pension Benefit determined under Section 3.03, or (b) 2% of the Participant's Average Top-Heavy Compensation for each Year of Credited Service beginning after December 31, 1983 during which the Plan was Top-Heavy, up to a maximum of 10 years.
- (3) **Average Top-Heavy Compensation** means the average Compensation for work performed while a Participant in this Plan for the period of consecutive Top-Heavy Years, not exceeding 5, during which the Participant had the greatest aggregate Compensation. Top-Heavy Years are those Plan Years beginning on or after January 1, 1984 for which the Plan is determined to be Top-Heavy.

- c. **Compensation Limitation.** If the Plan is Top-Heavy for any Plan Year beginning on or after January 1, 1984, the amount of any Top-Heavy Employee's Compensation for all purposes of the Plan other than determining Key Employee status can not exceed \$200,000.

## **ARTICLE XIV. AMENDMENT**

### **Section 14.01. Amendment.**

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

- a. As necessary to establish or maintain the qualification of the Plan or the Trust Fund under the 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(c)(8) of ERISA and Section 412(c)(8) of the Internal Revenue Code, and the Secretary of Labor has been notified of the amendment and has either approved of it, or within 90 days after the date on which the notice was filed, has failed to disapprove it.

## **ARTICLE XV. AMENDMENTS TO COMPLY WITH EGTRRA**

### **Section 15.01. Purpose and Scope**

The Plan amendments set forth in this Article are adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). These amendments are intended to constitute good faith compliance with the requirements of EGTRRA and are to be construed in accordance with EGTRRA and the guidance issued thereunder. Except as otherwise provided herein, the amendments contained in this Article shall be effective as of January 1, 2002. The provisions of this Article shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Article.

### **Section 15.02. Limitations on Benefits**

#### **a. In General.**

- (1) Effective for limitation years beginning after December 31, 2001, a Participant's accrued benefit shall not exceed the maximum permissible benefit.
- (2) To the extent that any provisions of Article X are inconsistent with the provisions of this Section, the provisions of this Section shall govern.

#### **b. Effect on Participants.** Benefit increases resulting from the increase in the IRC Section 415(b) limitations enacted in EGTRRA will be provided to all current and former Participants (with benefits limited by Section 415(b)) who have an accrued benefit under the Plan immediately prior to the effective date of this section (other than an accrued benefit resulting from a benefit increase solely as a result of the increases in limitations under IRC Section 415(b));

#### **c. Definitions.**

- (1) Defined Benefit Dollar Limitation. The "defined benefit dollar limitation" is the amount set forth in Internal Revenue Code Section 415(b)(1)(A), and is adjusted annually under Code Section 415(d). See Article X, Section 10.01, Subparagraph c.(1).
- (2) Maximum Permissible Benefit. The "Maximum Permissible Benefit" is the defined benefit dollar limitation (adjusted where required, as provided in (A) and, if applicable, in (B) or (C) below, and limited, if applicable, as provided in (D) below).
  - (a) Fewer Than 10 Years of Participation. If the Participant has fewer than 10 years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is 10.



- (b) Benefits Beginning before Age 62. If the benefit of a Participant begins before the Participant attains age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the Participant at age 62 (adjusted under (a) above, if required). The defined benefit dollar limitation applicable at an age before age 62 is determined as the lesser of (i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan, if any, for purposes of determining actuarial equivalence for the most generous early retirement benefit for which the Participant qualifies as of the Pension Effective Date and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the Applicable Mortality Table.
- (c) Benefits Beginning after Age 65. If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age 65 (adjusted under (a) above, if required). The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as (i) the lesser of the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan, if any, for purposes of determining actuarial equivalence for late retirement (whether or not applicable in an individual case) and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the Applicable Mortality Table. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.
- d. **Aggregation.** Effective for limitation years beginning after December 31, 2001, this Plan shall not combined or aggregated with a non-multiemployer plan for purposes of applying the IRC Section 415(b)(1)(B) compensation limit to the non-multiemployer plan.

### **Section 15.03. Increase in Limit on Compensation Taken into Account**

- a. **Increase in Limit.** The annual compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001 shall not exceed \$200,000. For this purpose, annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is determined under the Plan (the “determination period”). To the extent that the provisions of Section 1.07 are inconsistent with the provisions of this Section, the provisions of this Section shall govern.
- b. **Cost-of-Living Adjustment.** The \$200,000 limit on annual compensation in Subsection (a) above shall be adjusted for cost-of-living increases in accordance with IRC Section 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to

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

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

#### **Section 15.04. Modification of Top-Heavy Rules.**

- a. **Effective Date.** This Section shall apply for purposes of determining whether the Plan is a top-heavy plan under IRC Section 416(g) for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of IRC Section 416(c) for such years. To the extent that the provisions of Article XIII are inconsistent with the provisions of this Section, the provisions of this Section shall govern.
- b. **Determination of Key Employees.** 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 \$130,000 (as adjusted under IRC Section 416(i)(1) for Plan Years beginning after December 31, 2002), 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 Section 415(c)(3). The determination of who is a Key Employee will be made in accordance with IRC Section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.
- c. **Determination of Present Values and Amounts.**
  - (1) **In General.** This Subsection c. shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of Employees as of the determination date.
  - (2) **Distributions During Year Ending on the Determination Date.** 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 Section 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 Section 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.”
  - (3) **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.

- d. **Minimum Benefits.** For purposes of satisfying the minimum benefit requirements of IRC Section 416(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 Section 410(b)) no Key Employee or former Key Employee.

#### **Section 15.05. Direct Rollover of Plan Distributions**

- a. **Effective Date.** This Section shall apply to distributions made after December 31, 2001. To the extent that the provisions of Article XI are inconsistent with the provisions of this Section, the provisions of this Section shall govern.
- b. **Modification of Definition of Eligible Retirement Plan.** For purposes of the direct rollover provisions in Article XI of the Plan, an “eligible retirement plan” also shall include an annuity contract described in IRC Section 403(b) and an eligible plan under IRC Section 457(b), which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan also shall apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in IRC Section 414(p).

#### **Section 15.06. Applicable Mortality Table**

- a. **Effective Date.** This section shall apply to distributions with Pension Effective Dates on or after January 1, 2003 and prior to January 1, 2008.
- b. Notwithstanding any other Plan provisions to the contrary, any reference in the Plan to the applicable mortality table or the mortality table prescribed in Rev. Rul. 95-6 shall be construed as a reference to the mortality table prescribed in Rev. Rul. 2001-62 for all purposes under the Plan.

#### **Section 15.07. Applicable Mortality Table and Applicable Interest Rate**

- a. **Effective Date.** This section shall apply to distributions with Pension Effective Dates on or after January 1, 2008.
- b. Notwithstanding any other Plan provisions to the contrary, any reference in the Plan to the applicable mortality table or the mortality table prescribed in Rev. Rul. 95-6 shall be construed as a reference to the mortality table prescribed in Rev. Rul. 2007-67 and subsequent guidance issued by the commissioner of the Internal Revenue Service for all purposes under the Plan.
- c. Notwithstanding any other Plan provisions to the contrary, any reference in the Plan to the applicable interest rate or the annual rate of interest on 30-year Treasury securities as specified by the commissioner of the Internal Revenue Service shall be construed as a reference to the applicable interest rate under the IRC Section 417(e)(3) rules in effect for plan years beginning on or after January 1, 2008.

#### **Section 15.08 Employer-by-Employer Method of Testing**

- a. Effective for limitation years beginning on or after January 1, 2008, for the purpose of administering the Plan, the maximum benefit limitation under this Article will be tested on the basis that the Participant's benefit is attributable to service with a single Contributing Employer.

## ARTICLE XVI. *EMPLOYER WITHDRAWAL LIABILITY*

In applying the employer withdrawal liability provisions of the Multiemployer Pension Plan Amendments Act of 1980, the following rules will apply, based on the Trustees' determination that the Plan primarily covers employees in the building and construction industry, as that term is used in ERISA.

### **Section 16.01. Method For Computing Statutory Withdrawal Liability.**

- a. **Method.** The amount of the unfunded vested benefits allocable to an Individual Employer that withdraws from the Plan shall be determined in accordance with ERISA Section 4211(b).
- b. **Denominator.** For purposes of determining the denominator of any fractions used in the method designated in subsection a, for the most recent liability pool in any withdrawal calculation, only contributions of significant withdrawn Individual Employers will be excluded and contributions of all withdrawn Individual Employers will be excluded from previous years pools. A significant withdrawn individual Employer means:
  - (1) An Employer to whom the Plan has sent a notice of withdrawal liability under ERISA Section 4219, or
  - (2) A withdrawn Employer that in any Plan Year used to determine the denominator contributed at least \$250,000 or, if less, 1% of all contributions made by Employers for that year.
- c. **Concerted Withdrawal.** For purposes of paragraph b. above, a group of Employers shall be treated as a single Individual Employer if they withdraw in a concerted withdrawal. A concerted withdrawal means a discontinuance of contributions to the Plan during a single Plan Year,
  - (1) by an employer association, or
  - (2) by all or substantially all of the employers covered by a single collective bargaining agreement, or
  - (3) by all or substantially all of the employers covered by agreements with a single labor organization.

### **Section 16.02. Special Building Construction Industry Rules.**

Because the Plan primarily covers employees in the building and construction industry, the following special rules will be applied:

- a. **Complete Withdrawals.** The complete withdrawal rules of ERISA Section 4203(b) will be applied to any Individual Employer if substantially all the employees with respect to whom the Individual Employer had an obligation to contribute under the Plan performed work in the building and construction industry.
- b. **Partial Withdrawals.** The partial withdrawal liability rules of ERISA Section 4208(d) will be applied to any Individual Employer if substantially all the employees with respect to whom the

Individual Employer had an obligation to contribute under the Plan performed work in the building and construction industry.

#### **Section 16.03. Statutory De Minimis Rule.**

Subject to the mass withdrawal limitation of ERISA Section 4209(c), the amount of the unfunded vested benefits allocable under ERISA Section 4211 to an Individual Employer which withdraws from the Plan shall be reduced by the smaller of:

- a.  $\frac{3}{4}$  of 1% of the Plan's unfunded vested benefits (determined as of the end of the Plan Year ending before the date of withdrawal), or
- b. \$50,000

reduced, in either event, by the amount, if any, by which the unfunded vested benefits attributable to the Individual Employer, determined without regard to this de minimis reduction, exceeds \$100,000.

#### **Section 16.04. Interest Assumption.**

For purposes of determining the amount of withdrawal liability under the Plan, the interest assumptions shall be fixed at such rate or rates as may be recommended from time to time by the Plan's actuary. The Board may by regulation from time to time change the interest assumption, so long as in the aggregate all actuarial assumptions and methods used to determine withdrawal liability are reasonable, and which in combination offer the actuary's best estimate of anticipated experience under the Plan.

#### **Section 16.05. Notice and Collection of Withdrawal Liability.**

- a. **Information From Employer.** An Individual Employer shall, within 30 days after written request from the Board, furnish such information as the Board reasonably determines to be necessary to enable it to comply with the withdrawal liability provisions of ERISA.
- b. **Amount of Annual Payment.** The amount of each annual payment of a withdrawing Individual Employer shall be determined under ERISA Section 4219 (c)(1)(C)(i).
- c. **Periodic Payments.** Each annual payment determined in accordance with paragraph b above shall be payable in four equal installments due quarterly. If payment is not made when due, interest on the payment shall accrue from the due date until the date on which payment is made at a rate based on prevailing market rates for comparable obligations as determined by the Board.
- d. **Defaults.** In the event of a default (as hereafter defined) the Board may require immediate payment of the outstanding amount of an Individual Employer's withdrawal liability, plus interest accrued under paragraph c. The term default shall include, but not limited to,
  - (1) The failure of an Individual Employer to make, when due, any payment under this paragraph, if the failure is not cured within 60 days after the Individual Employer receives written notification from the Board of such failure,

(2) Any other event or events which, individually or collectively, indicate a substantial likelihood that an Individual Employer will be unable to pay its withdrawal liability. Such events shall include:

- (a) Any act of bankruptcy (as defined under federal bankruptcy law);
- (b) Any delinquency to the Plan during the year prior to the Individual Employer's withdrawal which was not paid or protested in writing within 30 days after the Plan's first demand for the delinquent payment (unless the Board in its sole discretion concludes that such event does not, in fact, indicate the substantial likelihood described above); and
- (c) Any other such event specified in rules adopted by the Board which indicate a substantial likelihood that the Individual Employer will be unable to pay its withdrawal liability.

#### **Section 16.06. Free-Look Rules**

ERISA Section 4210 shall apply to the Plan for an Individual Employer which first had an obligation to contribute to the Plan on or after July 1, 2007; subject to the following rules:

- a. **Individual Employer Requirements.** Such an Individual Employer who withdraws from the Plan in a complete or partial withdrawal is not liable for withdrawal liability if the Individual Employer;
  - (1) Had an obligation to contribute to the Plan for no more than 5 years measured from the effective date of its first collective bargaining agreement with the Union if it was entered into on or after July 1, 2007; and
  - (2) Was required to make contribution to the Plan for each Plan year in an amount equal to less than two percent (2%) of the sum of all employer contributions made to the Plan for each such Plan Year; and
  - (3) Has never avoided withdrawal liability because of the application of ERISA Section 4210 with respect to the Plan,
- b. **Plan Ratio Requirement.** This free-look provision shall apply to an Individual Employer only if the ratio of (1) the assets of the Plan for the Plan Year preceding the first Plan Year for which the Individual Employer was required to contribute to the Plan to (2) the benefit payments made during that Plan Year was at least 8 to 1;
- c. **Forfeiture of Certain Benefits.** If an Individual Employer withdraws under this free-look provision, then for employees of that withdrawn Individual Employer benefits accrued as a result of service with that Individual Employer before that individual Employer had an obligation to contribute under the Plan will be forfeited and will not be payable to such employees.

- d. **Reliance.** If the Board decides to repeal these free-look rules, they will nonetheless continue to apply to Individual Employers who relied upon them when they first signed a collective bargaining agreement on or after July 1, 2007.

**Section 16.07. Effect on Other Provisions.**

Nothing in this Article XVI shall limit the Board's power:

- a. To terminate the participation of any Individual Employer for failure to fulfill its requirements hereunder or for failure to continue meeting the requirements for participation as an Individual Employer, or
- b. If an Individual Employer ceases to contribute to the Plan, to curtail benefits accrued as a result of participants' service with such Individual Employer before it was obligated to contribute to the Plan.



## **ARTICLE XVII. REQUIRED MINIMUM DISTRIBUTIONS**

### **Section 17.01. General Rules.**

- a. **Precedence and Effective Date.** The requirements of this Article XVII shall apply for the purposes of determining minimum required benefits for calendar years beginning after December 31, 2002. The requirements of this Article XVII are intended to comply with Internal Revenue Code Section 401 (a)(9) and will take precedence over any inconsistent provisions of this Plan. However, this Article XVII does not provide any benefit or right not otherwise provided under the provisions of this Plan.
- b. **Requirements of Treasury Regulations Incorporated.** All distributions required under this Article XVII shall be determined and made in accordance with Internal Revenue Code Section 401 (a)(9), including the incidental death benefit requirement in Internal Revenue Code Section 401 (a)(9)(G), and the Income Tax Regulations thereunder.
- c. **Limits on Distribution Periods.** As of the first distribution calendar year, distributions to a Participant, if not made in a single sum, may only be made over one of the following periods:
  - (1) the life of the Participant,
  - (2) the joint lives of the Participant and a designated beneficiary,
  - (3) a period certain not extending beyond the life expectancy of the Participant, or
  - (4) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated beneficiary.

### **Section 17.02. Time and Manner of Distribution.**

- a. **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, no later than the Participant's Required Beginning Date determined under Section 1.28.
- 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 age 70½, if later.
  - (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 are required to begin, this Section 17.02.b.(4), other than Section 17.02.b.(1), will apply as if the surviving spouse were the Participant.

For purposes of this Section 17.02.b. and Section 17.05, unless Section 17.02.b.(4) applies, distributions are considered to begin on the Participant's required beginning date. If Section 17.02.b.(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 17.02.b.(1). If distributions under an annuity meeting the requirements of this Article XVII 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 17.02.b.(1)), the date distributions are considered to begin is the date distributions actually commence.

- c. **Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 17.03, 17.04 or 17.05 of this Article XVII. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Internal Revenue Code 401(a)(9) and Section 1.401(a)(9) of the Treasury Regulations.

### **Section 17.03. Determination of Amount to be Distributed Each Year.**

- a. **General Annuity Requirements.** If the Participant's interest is to be paid in the form of annuity distributions under the plan, payments under the annuity shall satisfy the following requirements:
  - (1) the annuity distributions will be paid in periodic payments made at uniform 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 17.04 or Section 17.05;
  - (3) once payments have begun over a period, the period will be changed only in accordance with Section 17.06 of this article;
  - (4) payments will either be nonincreasing or increase only as follows:
    - (a) by an annual percentage increase that does not exceed the percentage increase in an eligible cost-of-living index for a 12-month period ending in the year during which the increase occurs or a prior year;
    - (b) by a percentage increase that occurs at specified times and does not exceed the cumulative total of annual percentage increases in an eligible cost-of-living index since the annuity starting date, or if later, the date of the most recent percentage

increase;

- (c) by a constant percentage of less than 5 percent per year, applied not less frequently than annually;
- (d) as a result of dividend or other payments that result from actuarial gains, provided:
  - (i) actuarial gain is measured not less frequently than annually,
  - (ii) the resulting dividend or other payments are either paid no later than the year following the year for which the actuarial experience is measured or paid in the same form as the payment of the annuity over the remaining period of the annuity (beginning no later than the year following the year for which the actuarial experience is measured),
  - (iii) the actuarial gain taken into account is limited to actuarial gain from investment experience,
  - (iv) the assumed interest rate used to calculate such actuarial gains is not less than 3 percent, and
  - (v) the annuity payments are not increased by a constant percentage as described in subsection (c) of this Section 17.03.a.(4) ;
- (e) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit, but only if there is no longer a survivor benefit because the beneficiary whose life was being used to determine the distribution period described in Section 17.04 dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Internal Revenue Code Section 414(p);
- (f) to provide a final payment upon the Participant's death not greater than the excess of the actuarial present value of the Participant's accrued benefit (within the meaning of Internal Revenue Code Section 411 (a)(7)) calculated as of the annuity starting date using the applicable interest rate defined in Section 1.01 of the Plan and the applicable mortality table defined in Section 1.01 of the Plan over the total of payments before the Participant's death;
- (g) to allow a beneficiary to convert the survivor portion of a joint and survivor annuity into a single sum distribution upon the Participant's death; or
- (h) to pay increased benefits that result from a Plan amendment.

- b. Amount Required to be Distributed by Required Beginning Date and Later Payment Intervals. 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 17.02.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. 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 benefit accrues.

#### **Section 17.04. Requirements For Annuity Distributions That Commence During the Participant's Life 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 nonspouse 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 Treasury Regulation Section 1.401(a)(9)-6, Q&A 2(c)(2), in the manner described in Q&A 2(c)(1), of the regulations, to determine the applicable percentage. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse 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 Treasury Regulation Section 1.401(a)(9)-9, Q&A-2, 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 Treasury Regulation Section 1.401(a)(9)-9, Q&A-2, 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 17.04.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 Treasury Regulation Section 1.401(a)(9)-9, Q&A-3, 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 17.05. Requirements for Minimum Distributions After the Participant's Death.**

- a. **Death After Distributions Begin.** If the Participant dies after distribution of his or her interest begins in the form of an annuity meeting the requirements of this Article, the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

b. Death Before Distributions Begin.

- (1) 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 17.02.b.(1) or (2), over the life of the designated beneficiary or over a period certain not exceeding:
  - (a) 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
  - (b) 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.
- (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his 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 5 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 17.02.b.(1).

**Section 17.06. Changes to Annuity Payment Period.**

- a. Permitted Changes. An annuity payment period may be changed only in association with an annuity payment increase described in Section 17.02.b.(1) or in accordance with Section 17.06.b.
- b. Reannuitization. An annuity payment period may be changed and the annuity payments modified in accordance with that change if the conditions in Section 17.06.c. are satisfied and:
  - (1) the modification occurs when the Participant retires or in connection with a plan termination;
  - (2) the payment period prior to modification is a period certain without life contingencies; or
  - (3) the annuity payments after modification are paid under a qualified joint and survivor annuity over the joint lives of the Participant and a designated beneficiary, the Participant's spouse is the sole designated beneficiary, and the modification occurs in connection with the Participant becoming married to such spouse.
- c. Conditions. The conditions in this Section 17.06.c, are satisfied if:

- (1) the future payments after the modification satisfy the requirements of Internal Revenue Code Section 401 (a)(9), Section 1.401(a)(9) of the Treasury Regulations, and this Article XVII (determined by treating the date of the change as a new annuity starting date and the actuarial present value of the remaining payments prior to modification as the entire interest of the Participant);
- (2) for purposes of Sections 415 and 417 of the Internal Revenue Code, the modification is created as a new annuity starting date;
- (3) after taking into account the modification, the annuity (including all past and future payments) satisfies the requirements of Internal Revenue Code Section 415 (determined at the original annuity starting date, using the interest rates and mortality tables applicable to such date); and
- (4) the end point of the period certain, if any, for any modified payment period is not later than the end point available to the employee at the original annuity starting date under Internal Revenue Code Section 401(a)(9) and this Article XVII.

#### **Section 17.07. Payments to a Child.**

- a. **Special Rule.** For purposes of this Article XVII, payments made to a Participant's surviving child until the child reaches the age of majority (or dies, if earlier) shall be treated as if such payments were made to the surviving spouse to the extent the payments become payable to the surviving spouse upon cessation of the payments to the child.
- b. **Age of Majority.** For purposes of this section, a child shall be treated as having not reached the age of majority if the child has not completed a specified course of education and is under the age of 26. In addition, a child who is disabled within the meaning of Internal Revenue Code Section 72(m)(7) when the child reaches the age of majority shall be treated as having not reached the age of majority so long as the child continues to be disabled.

#### **Section 17.08. Definitions.**

- a. **Actuarial gain.** The difference between an amount determined using the actuarial assumptions (*i. e.*, investment return, mortality, expense, and other similar assumptions) used to calculate the initial payments before adjustment for any increases and the amount determined under the actual experience with respect to those factors. Actuarial gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the actuarial gain is determined.
- b. **Designated beneficiary.** The individual who is designated by the Participant (or the participant's surviving spouse) as the beneficiary of the Participant's interest under the plan and who is the designated beneficiary under Internal Revenue Code Section 401(a)(9) and Section 1.401(a)(9)-4 of the Treasury Regulations.
- c. **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 17.02.b.

- d. Eligible cost-of-living index. An index described in paragraphs (b)(2), (b)(3) or (b)(4) of Section 1.401(a)(9)-6, Q&A-14, of the Treasury Regulations.
- e. Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1, of the Treasury Regulations.

# APPENDIX

## Appendix A

Pension Trust Fund for Operating Engineers

**Husband - and - Wife Pension Factors**

(effective July 1, 2013 for benefits earned before July 1, 2005)

(NOT APPLICABLE TO DISABILITY PENSIONERS)

Percentage of Pension Payable to Participant with under 31 Years of Credited Service

50% of the Reduced Pension Payable to the Spouse.

**SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE**

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	25	86.00%	85.97%	85.93%	85.90%	85.87%	85.83%	85.80%	85.77%	85.73%	85.70%	85.67%	85.63%
	24	86.40%	86.37%	86.33%	86.30%	86.27%	86.23%	86.20%	86.17%	86.13%	86.10%	86.07%	86.03%
	23	86.80%	86.77%	86.73%	86.70%	86.67%	86.63%	86.60%	86.57%	86.53%	86.50%	86.47%	86.43%
	22	87.20%	87.17%	87.13%	87.10%	87.07%	87.03%	87.00%	86.97%	86.93%	86.90%	86.87%	86.83%
	21	87.60%	87.57%	87.53%	87.50%	87.47%	87.43%	87.40%	87.37%	87.33%	87.30%	87.27%	87.23%
	20	88.00%	87.97%	87.93%	87.90%	87.87%	87.83%	87.80%	87.77%	87.73%	87.70%	87.67%	87.63%
	19	88.40%	88.37%	88.33%	88.30%	88.27%	88.23%	88.20%	88.17%	88.13%	88.10%	88.07%	88.03%
	18	88.80%	88.77%	88.73%	88.70%	88.67%	88.63%	88.60%	88.57%	88.53%	88.50%	88.47%	88.43%
	17	89.20%	89.17%	89.13%	89.10%	89.07%	89.03%	89.00%	88.97%	88.93%	88.90%	88.87%	88.83%
	16	89.60%	89.57%	89.53%	89.50%	89.47%	89.43%	89.40%	89.37%	89.33%	89.30%	89.27%	89.23%
Y o u n g e r	15	90.00%	89.97%	89.93%	89.90%	89.87%	89.83%	89.80%	89.77%	89.73%	89.70%	89.67%	89.63%
	14	90.40%	90.37%	90.33%	90.30%	90.27%	90.23%	90.20%	90.17%	90.13%	90.10%	90.07%	90.03%
	13	90.80%	90.77%	90.73%	90.70%	90.67%	90.63%	90.60%	90.57%	90.53%	90.50%	90.47%	90.43%
	12	91.20%	91.17%	91.13%	91.10%	91.07%	91.03%	91.00%	90.97%	90.93%	90.90%	90.87%	90.83%
	11	91.60%	91.57%	91.53%	91.50%	91.47%	91.43%	91.40%	91.37%	91.33%	91.30%	91.27%	91.23%
	10	92.00%	91.97%	91.93%	91.90%	91.87%	91.83%	91.80%	91.77%	91.73%	91.70%	91.67%	91.63%
	9	92.40%	92.37%	92.33%	92.30%	92.27%	92.23%	92.20%	92.17%	92.13%	92.10%	92.07%	92.03%
	8	92.80%	92.77%	92.73%	92.70%	92.67%	92.63%	92.60%	92.57%	92.53%	92.50%	92.47%	92.43%
	7	93.20%	93.17%	93.13%	93.10%	93.07%	93.03%	93.00%	92.97%	92.93%	92.90%	92.87%	92.83%
	6	93.60%	93.57%	93.53%	93.50%	93.47%	93.43%	93.40%	93.37%	93.33%	93.30%	93.27%	93.23%
O l d e r	5	94.00%	93.97%	93.93%	93.90%	93.87%	93.83%	93.80%	93.77%	93.73%	93.70%	93.67%	93.63%
	4	94.40%	94.37%	94.33%	94.30%	94.27%	94.23%	94.20%	94.17%	94.13%	94.10%	94.07%	94.03%
	3	94.80%	94.77%	94.73%	94.70%	94.67%	94.63%	94.60%	94.57%	94.53%	94.50%	94.47%	94.43%
	2	95.20%	95.17%	95.13%	95.10%	95.07%	95.03%	95.00%	94.97%	94.93%	94.90%	94.87%	94.83%
	1	95.60%	95.57%	95.53%	95.50%	95.47%	95.43%	95.40%	95.37%	95.33%	95.30%	95.27%	95.23%
	0	96.00%	95.97%	95.93%	95.90%	95.87%	95.83%	95.80%	95.77%	95.73%	95.70%	95.67%	95.63%
		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	10	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	9	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	8	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	7	98.80%	98.83%	98.87%	98.90%	98.93%	98.97%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
O l d e r	6	98.40%	98.43%	98.47%	98.50%	98.53%	98.57%	98.60%	98.63%	98.67%	98.70%	98.73%	98.77%
	5	98.00%	98.03%	98.07%	98.10%	98.13%	98.17%	98.20%	98.23%	98.27%	98.30%	98.33%	98.37%
	4	97.60%	97.63%	97.67%	97.70%	97.73%	97.77%	97.80%	97.83%	97.87%	97.90%	97.93%	97.97%
	3	97.20%	97.23%	97.27%	97.30%	97.33%	97.37%	97.40%	97.43%	97.47%	97.50%	97.53%	97.57%
	2	96.80%	96.83%	96.87%	96.90%	96.93%	96.97%	97.00%	97.03%	97.07%	97.10%	97.13%	97.17%
	1	96.40%	96.43%	96.47%	96.50%	96.53%	96.57%	96.60%	96.63%	96.67%	96.70%	96.73%	96.77%
	0	96.00%	96.03%	96.07%	96.10%	96.13%	96.17%	96.20%	96.23%	96.27%	96.30%	96.33%	96.37%



# Appendix A

Pension Trust Fund for Operating Engineers

Husband - and - Wife Pension Factors

(effective July 1, 2013 for benefits earned before July 1, 2005)

(NOT APPLICABLE TO DISABILITY PENSIONERS)

Percentage of Pension Payable to Participant with at least 31 but less than 33 Years of Credited Service with

50% of the Reduced Pension Payable to the Spouse.

## SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	25	87.00%	86.97%	86.93%	86.90%	86.87%	86.83%	86.80%	86.77%	86.73%	86.70%	86.67%	86.63%
	24	87.40%	87.37%	87.33%	87.30%	87.27%	87.23%	87.20%	87.17%	87.13%	87.10%	87.07%	87.03%
	23	87.80%	87.77%	87.73%	87.70%	87.67%	87.63%	87.60%	87.57%	87.53%	87.50%	87.47%	87.43%
	22	88.20%	88.17%	88.13%	88.10%	88.07%	88.03%	88.00%	87.97%	87.93%	87.90%	87.87%	87.83%
	21	88.60%	88.57%	88.53%	88.50%	88.47%	88.43%	88.40%	88.37%	88.33%	88.30%	88.27%	88.23%
	20	89.00%	88.97%	88.93%	88.90%	88.87%	88.83%	88.80%	88.77%	88.73%	88.70%	88.67%	88.63%
	19	89.40%	89.37%	89.33%	89.30%	89.27%	89.23%	89.20%	89.17%	89.13%	89.10%	89.07%	89.03%
	18	89.80%	89.77%	89.73%	89.70%	89.67%	89.63%	89.60%	89.57%	89.53%	89.50%	89.47%	89.43%
	17	90.20%	90.17%	90.13%	90.10%	90.07%	90.03%	90.00%	89.97%	89.93%	89.90%	89.87%	89.83%
	16	90.60%	90.57%	90.53%	90.50%	90.47%	90.43%	90.40%	90.37%	90.33%	90.30%	90.27%	90.23%
Y o u n g e r	15	91.00%	90.97%	90.93%	90.90%	90.87%	90.83%	90.80%	90.77%	90.73%	90.70%	90.67%	90.63%
	14	91.40%	91.37%	91.33%	91.30%	91.27%	91.23%	91.20%	91.17%	91.13%	91.10%	91.07%	91.03%
	13	91.80%	91.77%	91.73%	91.70%	91.67%	91.63%	91.60%	91.57%	91.53%	91.50%	91.47%	91.43%
	12	92.20%	92.17%	92.13%	92.10%	92.07%	92.03%	92.00%	91.97%	91.93%	91.90%	91.87%	91.83%
	11	92.60%	92.57%	92.53%	92.50%	92.47%	92.43%	92.40%	92.37%	92.33%	92.30%	92.27%	92.23%
	10	93.00%	92.97%	92.93%	92.90%	92.87%	92.83%	92.80%	92.77%	92.73%	92.70%	92.67%	92.63%
	9	93.40%	93.37%	93.33%	93.30%	93.27%	93.23%	93.20%	93.17%	93.13%	93.10%	93.07%	93.03%
	8	93.80%	93.77%	93.73%	93.70%	93.67%	93.63%	93.60%	93.57%	93.53%	93.50%	93.47%	93.43%
	7	94.20%	94.17%	94.13%	94.10%	94.07%	94.03%	94.00%	93.97%	93.93%	93.90%	93.87%	93.83%
	6	94.60%	94.57%	94.53%	94.50%	94.47%	94.43%	94.40%	94.37%	94.33%	94.30%	94.27%	94.23%
O l d e r	5	95.00%	94.97%	94.93%	94.90%	94.87%	94.83%	94.80%	94.77%	94.73%	94.70%	94.67%	94.63%
	4	95.40%	95.37%	95.33%	95.30%	95.27%	95.23%	95.20%	95.17%	95.13%	95.10%	95.07%	95.03%
	3	95.80%	95.77%	95.73%	95.70%	95.67%	95.63%	95.60%	95.57%	95.53%	95.50%	95.47%	95.43%
	2	96.20%	96.17%	96.13%	96.10%	96.07%	96.03%	96.00%	95.97%	95.93%	95.90%	95.87%	95.83%
	1	96.60%	96.57%	96.53%	96.50%	96.47%	96.43%	96.40%	96.37%	96.33%	96.30%	96.27%	96.23%
	0	97.00%	96.97%	96.93%	96.90%	96.87%	96.83%	96.80%	96.77%	96.73%	96.70%	96.67%	96.63%
		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	10	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	9	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	8	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	7	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	6	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	5	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	4	98.60%	98.63%	98.67%	98.70%	98.73%	98.77%	98.80%	98.83%	98.87%	98.90%	98.93%	98.97%
	3	98.20%	98.23%	98.27%	98.30%	98.33%	98.37%	98.40%	98.43%	98.47%	98.50%	98.53%	98.57%
	2	97.80%	97.83%	97.87%	97.90%	97.93%	97.97%	98.00%	98.03%	98.07%	98.10%	98.13%	98.17%
	1	97.40%	97.43%	97.47%	97.50%	97.53%	97.57%	97.60%	97.63%	97.67%	97.70%	97.73%	97.77%
	0	97.00%	97.03%	97.07%	97.10%	97.13%	97.17%	97.20%	97.23%	97.27%	97.30%	97.33%	97.37%

# Appendix A

Pension Trust Fund for Operating Engineers

## Husband - and - Wife Pension Factors

(effective July 1, 2013 for benefits earned before July 1, 2005)

(NOT APPLICABLE TO DISABILITY PENSIONERS)

Percentage of Pension Payable to Participant with at least 33 but less than 35 Years of Credited Service with

50% of the Reduced Pension Payable to the Spouse.

### SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	25	88.00%	87.97%	87.93%	87.90%	87.87%	87.83%	87.80%	87.77%	87.73%	87.70%	87.67%	87.63%
	24	88.40%	88.37%	88.33%	88.30%	88.27%	88.23%	88.20%	88.17%	88.13%	88.10%	88.07%	88.03%
	23	88.80%	88.77%	88.73%	88.70%	88.67%	88.63%	88.60%	88.57%	88.53%	88.50%	88.47%	88.43%
	22	89.20%	89.17%	89.13%	89.10%	89.07%	89.03%	89.00%	88.97%	88.93%	88.90%	88.87%	88.83%
	21	89.60%	89.57%	89.53%	89.50%	89.47%	89.43%	89.40%	89.37%	89.33%	89.30%	89.27%	89.23%
	20	90.00%	89.97%	89.93%	89.90%	89.87%	89.83%	89.80%	89.77%	89.73%	89.70%	89.67%	89.63%
	19	90.40%	90.37%	90.33%	90.30%	90.27%	90.23%	90.20%	90.17%	90.13%	90.10%	90.07%	90.03%
	18	90.80%	90.77%	90.73%	90.70%	90.67%	90.63%	90.60%	90.57%	90.53%	90.50%	90.47%	90.43%
	17	91.20%	91.17%	91.13%	91.10%	91.07%	91.03%	91.00%	90.97%	90.93%	90.90%	90.87%	90.83%
	16	91.60%	91.57%	91.53%	91.50%	91.47%	91.43%	91.40%	91.37%	91.33%	91.30%	91.27%	91.23%
Y o u n g e r s	15	92.00%	91.97%	91.93%	91.90%	91.87%	91.83%	91.80%	91.77%	91.73%	91.70%	91.67%	91.63%
	14	92.40%	92.37%	92.33%	92.30%	92.27%	92.23%	92.20%	92.17%	92.13%	92.10%	92.07%	92.03%
	13	92.80%	92.77%	92.73%	92.70%	92.67%	92.63%	92.60%	92.57%	92.53%	92.50%	92.47%	92.43%
	12	93.20%	93.17%	93.13%	93.10%	93.07%	93.03%	93.00%	92.97%	92.93%	92.90%	92.87%	92.83%
	11	93.60%	93.57%	93.53%	93.50%	93.47%	93.43%	93.40%	93.37%	93.33%	93.30%	93.27%	93.23%
	10	94.00%	93.97%	93.93%	93.90%	93.87%	93.83%	93.80%	93.77%	93.73%	93.70%	93.67%	93.63%
	9	94.40%	94.37%	94.33%	94.30%	94.27%	94.23%	94.20%	94.17%	94.13%	94.10%	94.07%	94.03%
	8	94.80%	94.77%	94.73%	94.70%	94.67%	94.63%	94.60%	94.57%	94.53%	94.50%	94.47%	94.43%
	7	95.20%	95.17%	95.13%	95.10%	95.07%	95.03%	95.00%	94.97%	94.93%	94.90%	94.87%	94.83%
	6	95.60%	95.57%	95.53%	95.50%	95.47%	95.43%	95.40%	95.37%	95.33%	95.30%	95.27%	95.23%
Y e a r s	5	96.00%	95.97%	95.93%	95.90%	95.87%	95.83%	95.80%	95.77%	95.73%	95.70%	95.67%	95.63%
	4	96.40%	96.37%	96.33%	96.30%	96.27%	96.23%	96.20%	96.17%	96.13%	96.10%	96.07%	96.03%
	3	96.80%	96.77%	96.73%	96.70%	96.67%	96.63%	96.60%	96.57%	96.53%	96.50%	96.47%	96.43%
	2	97.20%	97.17%	97.13%	97.10%	97.07%	97.03%	97.00%	96.97%	96.93%	96.90%	96.87%	96.83%
	1	97.60%	97.57%	97.53%	97.50%	97.47%	97.43%	97.40%	97.37%	97.33%	97.30%	97.27%	97.23%
	0	98.00%	97.97%	97.93%	97.90%	97.87%	97.83%	97.80%	97.77%	97.73%	97.70%	97.67%	97.63%
		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	10	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	9	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	8	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	7	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	6	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	5	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	4	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	3	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	2	98.80%	98.83%	98.87%	98.90%	98.93%	98.97%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	1	98.40%	98.43%	98.47%	98.50%	98.53%	98.57%	98.60%	98.63%	98.67%	98.70%	98.73%	98.77%
	0	98.00%	98.03%	98.07%	98.10%	98.13%	98.17%	98.20%	98.23%	98.27%	98.30%	98.33%	98.37%

**Appendix A**

Pension Trust Fund for Operating Engineers

**Husband - and - Wife Pension Factors**

**(effective July 1, 2013 for benefits earned before July 1, 2005)**

**(NOT APPLICABLE TO DISABILITY PENSIONERS)**

Percentage of Pension Payable to Participant with at least 35 Years of Credited Service with

50% of the Reduced Pension Payable to the Spouse.

**SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE**

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	25	89.00%	88.97%	88.93%	88.90%	88.87%	88.83%	88.80%	88.77%	88.73%	88.70%	88.67%	88.63%
	24	89.40%	89.37%	89.33%	89.30%	89.27%	89.23%	89.20%	89.17%	89.13%	89.10%	89.07%	89.03%
	23	89.80%	89.77%	89.73%	89.70%	89.67%	89.63%	89.60%	89.57%	89.53%	89.50%	89.47%	89.43%
	22	90.20%	90.17%	90.13%	90.10%	90.07%	90.03%	90.00%	89.97%	89.93%	89.90%	89.87%	89.83%
	21	90.60%	90.57%	90.53%	90.50%	90.47%	90.43%	90.40%	90.37%	90.33%	90.30%	90.27%	90.23%
	20	91.00%	90.97%	90.93%	90.90%	90.87%	90.83%	90.80%	90.77%	90.73%	90.70%	90.67%	90.63%
	19	91.40%	91.37%	91.33%	91.30%	91.27%	91.23%	91.20%	91.17%	91.13%	91.10%	91.07%	91.03%
	18	91.80%	91.77%	91.73%	91.70%	91.67%	91.63%	91.60%	91.57%	91.53%	91.50%	91.47%	91.43%
	17	92.20%	92.17%	92.13%	92.10%	92.07%	92.03%	92.00%	91.97%	91.93%	91.90%	91.87%	91.83%
	16	92.60%	92.57%	92.53%	92.50%	92.47%	92.43%	92.40%	92.37%	92.33%	92.30%	92.27%	92.23%
Y o u n g e r s	15	93.00%	92.97%	92.93%	92.90%	92.87%	92.83%	92.80%	92.77%	92.73%	92.70%	92.67%	92.63%
	14	93.40%	93.37%	93.33%	93.30%	93.27%	93.23%	93.20%	93.17%	93.13%	93.10%	93.07%	93.03%
	13	93.80%	93.77%	93.73%	93.70%	93.67%	93.63%	93.60%	93.57%	93.53%	93.50%	93.47%	93.43%
	12	94.20%	94.17%	94.13%	94.10%	94.07%	94.03%	94.00%	93.97%	93.93%	93.90%	93.87%	93.83%
	11	94.60%	94.57%	94.53%	94.50%	94.47%	94.43%	94.40%	94.37%	94.33%	94.30%	94.27%	94.23%
	10	95.00%	94.97%	94.93%	94.90%	94.87%	94.83%	94.80%	94.77%	94.73%	94.70%	94.67%	94.63%
	9	95.40%	95.37%	95.33%	95.30%	95.27%	95.23%	95.20%	95.17%	95.13%	95.10%	95.07%	95.03%
	8	95.80%	95.77%	95.73%	95.70%	95.67%	95.63%	95.60%	95.57%	95.53%	95.50%	95.47%	95.43%
	7	96.20%	96.17%	96.13%	96.10%	96.07%	96.03%	96.00%	95.97%	95.93%	95.90%	95.87%	95.83%
	6	96.60%	96.57%	96.53%	96.50%	96.47%	96.43%	96.40%	96.37%	96.33%	96.30%	96.27%	96.23%
O l d e r s	5	97.00%	96.97%	96.93%	96.90%	96.87%	96.83%	96.80%	96.77%	96.73%	96.70%	96.67%	96.63%
	4	97.40%	97.37%	97.33%	97.30%	97.27%	97.23%	97.20%	97.17%	97.13%	97.10%	97.07%	97.03%
	3	97.80%	97.77%	97.73%	97.70%	97.67%	97.63%	97.60%	97.57%	97.53%	97.50%	97.47%	97.43%
	2	98.20%	98.17%	98.13%	98.10%	98.07%	98.03%	98.00%	97.97%	97.93%	97.90%	97.87%	97.83%
	1	98.60%	98.57%	98.53%	98.50%	98.47%	98.43%	98.40%	98.37%	98.33%	98.30%	98.27%	98.23%
	0	99.00%	98.97%	98.93%	98.90%	98.87%	98.83%	98.80%	98.77%	98.73%	98.70%	98.67%	98.63%
		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	10	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	9	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	8	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	7	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	6	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
O l d e r s	5	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	4	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	3	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	2	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	1	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	0	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%

**Appendix B**

Pension Trust Fund for Operating Engineers  
**Husband - and - Wife Pension Factors**  
(effective January 1, 1999, for pension effective dates before July 1, 2013)  
**(APPLICABLE ONLY TO DISABILITY PENSIONERS)**

Percentage of Pension Payable to Participant

50% of the Reduced Pension Payable to the Spouse

**SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE**

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	25	79.00%	78.97%	78.93%	78.90%	78.87%	78.83%	78.80%	78.77%	78.73%	78.70%	78.67%	78.63%
	24	79.40%	79.37%	79.33%	79.30%	79.27%	79.23%	79.20%	79.17%	79.13%	79.10%	79.07%	79.03%
	23	79.80%	79.77%	79.73%	79.70%	79.67%	79.63%	79.60%	79.57%	79.53%	79.50%	79.47%	79.43%
	22	80.20%	80.17%	80.13%	80.10%	80.07%	80.03%	80.00%	79.97%	79.93%	79.90%	79.87%	79.83%
	21	80.60%	80.57%	80.53%	80.50%	80.47%	80.43%	80.40%	80.37%	80.33%	80.30%	80.27%	80.23%
	20	81.00%	80.97%	80.93%	80.90%	80.87%	80.83%	80.80%	80.77%	80.73%	80.70%	80.67%	80.63%
	19	81.40%	81.37%	81.33%	81.30%	81.27%	81.23%	81.20%	81.17%	81.13%	81.10%	81.07%	81.03%
	18	81.80%	81.77%	81.73%	81.70%	81.67%	81.63%	81.60%	81.57%	81.53%	81.50%	81.47%	81.43%
	17	82.20%	82.17%	82.13%	82.10%	82.07%	82.03%	82.00%	81.97%	81.93%	81.90%	81.87%	81.83%
	16	82.60%	82.57%	82.53%	82.50%	82.47%	82.43%	82.40%	82.37%	82.33%	82.30%	82.27%	82.23%
Y o u n g e r s	15	83.00%	82.97%	82.93%	82.90%	82.87%	82.83%	82.80%	82.77%	82.73%	82.70%	82.67%	82.63%
	14	83.40%	83.37%	83.33%	83.30%	83.27%	83.23%	83.20%	83.17%	83.13%	83.10%	83.07%	83.03%
	13	83.80%	83.77%	83.73%	83.70%	83.67%	83.63%	83.60%	83.57%	83.53%	83.50%	83.47%	83.43%
	12	84.20%	84.17%	84.13%	84.10%	84.07%	84.03%	84.00%	83.97%	83.93%	83.90%	83.87%	83.83%
	11	84.60%	84.57%	84.53%	84.50%	84.47%	84.43%	84.40%	84.37%	84.33%	84.30%	84.27%	84.23%
	10	85.00%	84.97%	84.93%	84.90%	84.87%	84.83%	84.80%	84.77%	84.73%	84.70%	84.67%	84.63%
	9	85.40%	85.37%	85.33%	85.30%	85.27%	85.23%	85.20%	85.17%	85.13%	85.10%	85.07%	85.03%
	8	85.80%	85.77%	85.73%	85.70%	85.67%	85.63%	85.60%	85.57%	85.53%	85.50%	85.47%	85.43%
	7	86.20%	86.17%	86.13%	86.10%	86.07%	86.03%	86.00%	85.97%	85.93%	85.90%	85.87%	85.83%
	6	86.60%	86.57%	86.53%	86.50%	86.47%	86.43%	86.40%	86.37%	86.33%	86.30%	86.27%	86.23%
O l d e r s	5	87.00%	86.97%	86.93%	86.90%	86.87%	86.83%	86.80%	86.77%	86.73%	86.70%	86.67%	86.63%
	4	87.40%	87.37%	87.33%	87.30%	87.27%	87.23%	87.20%	87.17%	87.13%	87.10%	87.07%	87.03%
	3	87.80%	87.77%	87.73%	87.70%	87.67%	87.63%	87.60%	87.57%	87.53%	87.50%	87.47%	87.43%
	2	88.20%	88.17%	88.13%	88.10%	88.07%	88.03%	88.00%	87.97%	87.93%	87.90%	87.87%	87.83%
	1	88.60%	88.57%	88.53%	88.50%	88.47%	88.43%	88.40%	88.37%	88.33%	88.30%	88.27%	88.23%
	0	89.00%	88.97%	88.93%	88.90%	88.87%	88.83%	88.80%	88.77%	88.73%	88.70%	88.67%	88.63%
		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	10	93.00%	93.03%	93.07%	93.10%	93.13%	93.17%	93.20%	93.23%	93.27%	93.30%	93.33%	93.37%
	9	92.60%	92.63%	92.67%	92.70%	92.73%	92.77%	92.80%	92.83%	92.87%	92.90%	92.93%	92.97%
	8	92.20%	92.23%	92.27%	92.30%	92.33%	92.37%	92.40%	92.43%	92.47%	92.50%	92.53%	92.57%
	7	91.80%	91.83%	91.87%	91.90%	91.93%	91.97%	92.00%	92.03%	92.07%	92.10%	92.13%	92.17%
	6	91.40%	91.43%	91.47%	91.50%	91.53%	91.57%	91.60%	91.63%	91.67%	91.70%	91.73%	91.77%
O l d e r s	5	91.00%	91.03%	91.07%	91.10%	91.13%	91.17%	91.20%	91.23%	91.27%	91.30%	91.33%	91.37%
	4	90.60%	90.63%	90.67%	90.70%	90.73%	90.77%	90.80%	90.83%	90.87%	90.90%	90.93%	90.97%
	3	90.20%	90.23%	90.27%	90.30%	90.33%	90.37%	90.40%	90.43%	90.47%	90.50%	90.53%	90.57%
	2	89.80%	89.83%	89.87%	89.90%	89.93%	89.97%	90.00%	90.03%	90.07%	90.10%	90.13%	90.17%
	1	89.40%	89.43%	89.47%	89.50%	89.53%	89.57%	89.60%	89.63%	89.67%	89.70%	89.73%	89.77%
r	0	89.00%	89.03%	89.07%	89.10%	89.13%	89.17%	89.20%	89.23%	89.27%	89.30%	89.33%	89.37%

## Appendix C

Pension Trust Fund for Operating Engineers

### Contingent Annuitant Factors

(effective January 1, 2003)

#### **(NOT APPLICABLE TO DISABILITY PENSIONERS)**

Percentage of Pension Payable to Participant with under 31 Years of Credited Service

100% of the Reduced Pension Payable to the Spouse.

#### **SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE**

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	25	66.50%	66.44%	66.38%	66.33%	66.27%	66.21%	66.15%	66.09%	66.03%	65.97%	65.92%	65.86%
	24	67.20%	67.14%	67.08%	67.03%	66.97%	66.91%	66.85%	66.79%	66.73%	66.67%	66.62%	66.56%
	23	67.90%	67.84%	67.78%	67.73%	67.67%	67.61%	67.55%	67.49%	67.43%	67.37%	67.32%	67.26%
	22	68.60%	68.54%	68.48%	68.43%	68.37%	68.31%	68.25%	68.19%	68.13%	68.07%	68.02%	67.96%
	21	69.30%	69.24%	69.18%	69.13%	69.07%	69.01%	68.95%	68.89%	68.83%	68.77%	68.72%	68.66%
	20	70.00%	69.94%	69.88%	69.83%	69.77%	69.71%	69.65%	69.59%	69.53%	69.47%	69.42%	69.36%
	19	70.70%	70.64%	70.58%	70.53%	70.47%	70.41%	70.35%	70.29%	70.23%	70.17%	70.12%	70.06%
	18	71.40%	71.34%	71.28%	71.23%	71.17%	71.11%	71.05%	70.99%	70.93%	70.87%	70.82%	70.76%
	17	72.10%	72.04%	71.98%	71.93%	71.87%	71.81%	71.75%	71.69%	71.63%	71.57%	71.52%	71.46%
	16	72.80%	72.74%	72.68%	72.63%	72.57%	72.51%	72.45%	72.39%	72.33%	72.27%	72.22%	72.16%
	15	73.50%	73.44%	73.38%	73.33%	73.27%	73.21%	73.15%	73.09%	73.03%	72.97%	72.92%	72.86%
Y o u n g e r	14	74.20%	74.14%	74.08%	74.03%	73.97%	73.91%	73.85%	73.79%	73.73%	73.67%	73.62%	73.56%
	13	74.90%	74.84%	74.78%	74.73%	74.67%	74.61%	74.55%	74.49%	74.43%	74.37%	74.32%	74.26%
	12	75.60%	75.54%	75.48%	75.43%	75.37%	75.31%	75.25%	75.19%	75.13%	75.07%	75.02%	74.96%
	11	76.30%	76.24%	76.18%	76.13%	76.07%	76.01%	75.95%	75.89%	75.83%	75.77%	75.72%	75.66%
	10	77.00%	76.94%	76.88%	76.83%	76.77%	76.71%	76.65%	76.59%	76.53%	76.47%	76.42%	76.36%
	9	77.70%	77.64%	77.58%	77.53%	77.47%	77.41%	77.35%	77.29%	77.23%	77.17%	77.12%	77.06%
	8	78.40%	78.34%	78.28%	78.23%	78.17%	78.11%	78.05%	77.99%	77.93%	77.87%	77.82%	77.76%
	7	79.10%	79.04%	78.98%	78.93%	78.87%	78.81%	78.75%	78.69%	78.63%	78.58%	78.52%	78.46%
	6	79.80%	79.74%	79.68%	79.63%	79.57%	79.51%	79.45%	79.39%	79.33%	79.28%	79.22%	79.16%
	5	80.50%	80.44%	80.38%	80.33%	80.27%	80.21%	80.15%	80.09%	80.03%	79.98%	79.92%	79.86%
	4	81.20%	81.14%	81.08%	81.03%	80.97%	80.91%	80.85%	80.79%	80.73%	80.68%	80.62%	80.56%
O l d e r	3	81.90%	81.84%	81.78%	81.73%	81.67%	81.61%	81.55%	81.49%	81.43%	81.38%	81.32%	81.26%
	2	82.60%	82.54%	82.48%	82.43%	82.37%	82.31%	82.25%	82.19%	82.13%	82.08%	82.02%	81.96%
	1	83.30%	83.24%	83.18%	83.13%	83.07%	83.01%	82.95%	82.89%	82.83%	82.78%	82.72%	82.66%
	0	84.00%	83.94%	83.88%	83.83%	83.77%	83.71%	83.65%	83.59%	83.53%	83.48%	83.42%	83.36%

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	10	91.00%	91.06%	91.12%	91.18%	91.23%	91.29%	91.35%	91.41%	91.47%	91.53%	91.58%	91.64%
	9	90.30%	90.36%	90.42%	90.48%	90.53%	90.59%	90.65%	90.71%	90.77%	90.83%	90.88%	90.94%
	8	89.60%	89.66%	89.72%	89.78%	89.83%	89.89%	89.95%	90.01%	90.07%	90.13%	90.18%	90.24%
	7	88.90%	88.96%	89.02%	89.08%	89.13%	89.19%	89.25%	89.31%	89.37%	89.43%	89.48%	89.54%
	6	88.20%	88.26%	88.32%	88.38%	88.43%	88.49%	88.55%	88.61%	88.67%	88.73%	88.78%	88.84%
	5	87.50%	87.56%	87.62%	87.68%	87.73%	87.79%	87.85%	87.91%	87.97%	88.03%	88.08%	88.14%
	4	86.80%	86.86%	86.92%	86.98%	87.03%	87.09%	87.15%	87.21%	87.27%	87.33%	87.38%	87.44%
	3	86.10%	86.16%	86.22%	86.28%	86.33%	86.39%	86.45%	86.51%	86.57%	86.63%	86.68%	86.74%
	2	85.40%	85.46%	85.52%	85.58%	85.63%	85.69%	85.75%	85.81%	85.87%	85.93%	85.98%	86.04%
	1	84.70%	84.76%	84.82%	84.88%	84.93%	84.99%	85.05%	85.11%	85.17%	85.23%	85.28%	85.34%
	0	84.00%	84.06%	84.12%	84.18%	84.23%	84.29%	84.35%	84.41%	84.47%	84.53%	84.58%	84.64%

## Appendix C

Pension Trust Fund for Operating Engineers

### Contingent Annuitant Factors

(effective January 1, 2003)

#### (NOT APPLICABLE TO DISABILITY PENSIONERS)

Percentage of Pension Payable to Participant with at least 31 but less than 33 Years of Credited Service with  
100% of the Reduced Pension Payable to the Spouse.

#### SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y	25	67.50%	67.44%	67.38%	67.33%	67.27%	67.21%	67.15%	67.09%	67.03%	66.97%	66.92%	66.86%
	24	68.20%	68.14%	68.08%	68.03%	67.97%	67.91%	67.85%	67.79%	67.73%	67.67%	67.62%	67.56%
	23	68.90%	68.84%	68.78%	68.73%	68.67%	68.61%	68.55%	68.49%	68.43%	68.37%	68.32%	68.26%
	22	69.60%	69.54%	69.48%	69.43%	69.37%	69.31%	69.25%	69.19%	69.13%	69.07%	69.02%	68.96%
	21	70.30%	70.24%	70.18%	70.13%	70.07%	70.01%	69.95%	69.89%	69.83%	69.77%	69.72%	69.66%
	20	71.00%	70.94%	70.88%	70.83%	70.77%	70.71%	70.65%	70.59%	70.53%	70.47%	70.42%	70.36%
	19	71.70%	71.64%	71.58%	71.53%	71.47%	71.41%	71.35%	71.29%	71.23%	71.17%	71.12%	71.06%
	18	72.40%	72.34%	72.28%	72.23%	72.17%	72.11%	72.05%	71.99%	71.93%	71.87%	71.82%	71.76%
	17	73.10%	73.04%	72.98%	72.93%	72.87%	72.81%	72.75%	72.69%	72.63%	72.57%	72.52%	72.46%
	16	73.80%	73.74%	73.68%	73.63%	73.57%	73.51%	73.45%	73.39%	73.33%	73.27%	73.22%	73.16%
Y	15	74.50%	74.44%	74.38%	74.33%	74.27%	74.21%	74.15%	74.09%	74.03%	73.97%	73.92%	73.86%
	14	75.20%	75.14%	75.08%	75.03%	74.97%	74.91%	74.85%	74.79%	74.73%	74.67%	74.62%	74.56%
	13	75.90%	75.84%	75.78%	75.73%	75.67%	75.61%	75.55%	75.49%	75.43%	75.37%	75.32%	75.26%
	12	76.60%	76.54%	76.48%	76.43%	76.37%	76.31%	76.25%	76.19%	76.13%	76.07%	76.02%	75.96%
	11	77.30%	77.24%	77.18%	77.13%	77.07%	77.01%	76.95%	76.89%	76.83%	76.77%	76.72%	76.66%
	10	78.00%	77.94%	77.88%	77.83%	77.77%	77.71%	77.65%	77.59%	77.53%	77.47%	77.42%	77.36%
	9	78.70%	78.64%	78.58%	78.53%	78.47%	78.41%	78.35%	78.29%	78.23%	78.18%	78.12%	78.06%
	8	79.40%	79.34%	79.28%	79.23%	79.17%	79.11%	79.05%	78.99%	78.93%	78.88%	78.82%	78.76%
	7	80.10%	80.04%	79.98%	79.93%	79.87%	79.81%	79.75%	79.69%	79.63%	79.58%	79.52%	79.46%
	6	80.80%	80.74%	80.68%	80.63%	80.57%	80.51%	80.45%	80.39%	80.33%	80.28%	80.22%	80.16%
Y	5	81.50%	81.44%	81.38%	81.33%	81.27%	81.21%	81.15%	81.09%	81.03%	80.98%	80.92%	80.86%
	4	82.20%	82.14%	82.08%	82.03%	81.97%	81.91%	81.85%	81.79%	81.73%	81.68%	81.62%	81.56%
	3	82.90%	82.84%	82.78%	82.73%	82.67%	82.61%	82.55%	82.49%	82.43%	82.38%	82.32%	82.26%
	2	83.60%	83.54%	83.48%	83.43%	83.37%	83.31%	83.25%	83.19%	83.13%	83.08%	83.02%	82.96%
	1	84.30%	84.24%	84.18%	84.13%	84.07%	84.01%	83.95%	83.89%	83.83%	83.78%	83.72%	83.66%
	0	85.00%	84.94%	84.88%	84.83%	84.77%	84.71%	84.65%	84.59%	84.53%	84.48%	84.42%	84.36%
O	10	92.00%	92.06%	92.12%	92.18%	92.23%	92.29%	92.35%	92.41%	92.47%	92.53%	92.58%	92.64%
	9	91.30%	91.36%	91.42%	91.48%	91.53%	91.59%	91.65%	91.71%	91.77%	91.83%	91.88%	91.94%
	8	90.60%	90.66%	90.72%	90.78%	90.83%	90.89%	90.95%	91.01%	91.07%	91.13%	91.18%	91.24%
	7	89.90%	89.96%	90.02%	90.08%	90.13%	90.19%	90.25%	90.31%	90.37%	90.43%	90.48%	90.54%
	6	89.20%	89.26%	89.32%	89.38%	89.43%	89.49%	89.55%	89.61%	89.67%	89.73%	89.78%	89.84%
	5	88.50%	88.56%	88.62%	88.68%	88.73%	88.79%	88.85%	88.91%	88.97%	89.03%	89.08%	89.14%
	4	87.80%	87.86%	87.92%	87.98%	88.03%	88.09%	88.15%	88.21%	88.27%	88.33%	88.38%	88.44%
	3	87.10%	87.16%	87.22%	87.28%	87.33%	87.39%	87.45%	87.51%	87.57%	87.63%	87.68%	87.74%
	2	86.40%	86.46%	86.52%	86.58%	86.63%	86.69%	86.75%	86.81%	86.87%	86.93%	86.98%	87.04%
	1	85.70%	85.76%	85.82%	85.88%	85.93%	85.99%	86.05%	86.11%	86.17%	86.23%	86.28%	86.34%
	0	85.00%	85.06%	85.12%	85.18%	85.23%	85.29%	85.35%	85.41%	85.47%	85.53%	85.58%	85.64%

## Appendix C

Pension Trust Fund for Operating Engineers

### Contingent Annuitant Factors

(effective January 1, 2003)

#### (NOT APPLICABLE TO DISABILITY PENSIONERS)

Percentage of Pension Payable to Participant with at least 33 but less than 35 Years of Credited Service with  
100% of the Reduced Pension Payable to the Spouse.

#### SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y	25	68.50%	68.44%	68.38%	68.33%	68.27%	68.21%	68.15%	68.09%	68.03%	67.97%	67.92%	67.86%
	24	69.20%	69.14%	69.08%	69.03%	68.97%	68.91%	68.85%	68.79%	68.73%	68.67%	68.62%	68.56%
	23	69.90%	69.84%	69.78%	69.73%	69.67%	69.61%	69.55%	69.49%	69.43%	69.37%	69.32%	69.26%
	22	70.60%	70.54%	70.48%	70.43%	70.37%	70.31%	70.25%	70.19%	70.13%	70.07%	70.02%	69.96%
	21	71.30%	71.24%	71.18%	71.13%	71.07%	71.01%	70.95%	70.89%	70.83%	70.77%	70.72%	70.66%
	20	72.00%	71.94%	71.88%	71.83%	71.77%	71.71%	71.65%	71.59%	71.53%	71.47%	71.42%	71.36%
	19	72.70%	72.64%	72.58%	72.53%	72.47%	72.41%	72.35%	72.29%	72.23%	72.17%	72.12%	72.06%
	18	73.40%	73.34%	73.28%	73.23%	73.17%	73.11%	73.05%	72.99%	72.93%	72.87%	72.82%	72.76%
	17	74.10%	74.04%	73.98%	73.93%	73.87%	73.81%	73.75%	73.69%	73.63%	73.57%	73.52%	73.46%
	16	74.80%	74.74%	74.68%	74.63%	74.57%	74.51%	74.45%	74.39%	74.33%	74.27%	74.22%	74.16%
Y	15	75.50%	75.44%	75.38%	75.33%	75.27%	75.21%	75.15%	75.09%	75.03%	74.97%	74.92%	74.86%
	14	76.20%	76.14%	76.08%	76.03%	75.97%	75.91%	75.85%	75.79%	75.73%	75.67%	75.62%	75.56%
	13	76.90%	76.84%	76.78%	76.73%	76.67%	76.61%	76.55%	76.49%	76.43%	76.37%	76.32%	76.26%
	12	77.60%	77.54%	77.48%	77.43%	77.37%	77.31%	77.25%	77.19%	77.13%	77.07%	77.02%	76.96%
	11	78.30%	78.24%	78.18%	78.13%	78.07%	78.01%	77.95%	77.89%	77.83%	77.77%	77.72%	77.66%
	10	79.00%	78.94%	78.88%	78.83%	78.77%	78.71%	78.65%	78.59%	78.53%	78.48%	78.42%	78.36%
	9	79.70%	79.64%	79.58%	79.53%	79.47%	79.41%	79.35%	79.29%	79.23%	79.18%	79.12%	79.06%
	8	80.40%	80.34%	80.28%	80.23%	80.17%	80.11%	80.05%	79.99%	79.93%	79.88%	79.82%	79.76%
	7	81.10%	81.04%	80.98%	80.93%	80.87%	80.81%	80.75%	80.69%	80.63%	80.58%	80.52%	80.46%
	6	81.80%	81.74%	81.68%	81.63%	81.57%	81.51%	81.45%	81.39%	81.33%	81.28%	81.22%	81.16%
Y	5	82.50%	82.44%	82.38%	82.33%	82.27%	82.21%	82.15%	82.09%	82.03%	81.98%	81.92%	81.86%
	4	83.20%	83.14%	83.08%	83.03%	82.97%	82.91%	82.85%	82.79%	82.73%	82.68%	82.62%	82.56%
	3	83.90%	83.84%	83.78%	83.73%	83.67%	83.61%	83.55%	83.49%	83.43%	83.38%	83.32%	83.26%
	2	84.60%	84.54%	84.48%	84.43%	84.37%	84.31%	84.25%	84.19%	84.13%	84.08%	84.02%	83.96%
	1	85.30%	85.24%	85.18%	85.13%	85.07%	85.01%	84.95%	84.89%	84.83%	84.78%	84.72%	84.66%
	0	86.00%	85.94%	85.88%	85.83%	85.77%	85.71%	85.65%	85.59%	85.53%	85.48%	85.42%	85.36%

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y	10	93.00%	93.06%	93.12%	93.18%	93.23%	93.29%	93.35%	93.41%	93.47%	93.53%	93.58%	93.64%
	9	92.30%	92.36%	92.42%	92.48%	92.53%	92.59%	92.65%	92.71%	92.77%	92.83%	92.88%	92.94%
	8	91.60%	91.66%	91.72%	91.78%	91.83%	91.89%	91.95%	92.01%	92.07%	92.13%	92.18%	92.24%
	7	90.90%	90.96%	91.02%	91.08%	91.13%	91.19%	91.25%	91.31%	91.37%	91.43%	91.48%	91.54%
	6	90.20%	90.26%	90.32%	90.38%	90.43%	90.49%	90.55%	90.61%	90.67%	90.73%	90.78%	90.84%
	5	89.50%	89.56%	89.62%	89.68%	89.73%	89.79%	89.85%	89.91%	89.97%	90.03%	90.08%	90.14%
	4	88.80%	88.86%	88.92%	88.98%	89.03%	89.09%	89.15%	89.21%	89.27%	89.33%	89.38%	89.44%
	3	88.10%	88.16%	88.22%	88.28%	88.33%	88.39%	88.45%	88.51%	88.57%	88.63%	88.68%	88.74%
	2	87.40%	87.46%	87.52%	87.58%	87.63%	87.69%	87.75%	87.81%	87.87%	87.93%	87.98%	88.04%
	1	86.70%	86.76%	86.82%	86.88%	86.93%	86.99%	87.05%	87.11%	87.17%	87.23%	87.28%	87.34%
	0	86.00%	86.06%	86.12%	86.18%	86.23%	86.29%	86.35%	86.41%	86.47%	86.53%	86.58%	86.64%

## Appendix C

Pension Trust Fund for Operating Engineers

### Contingent Annuitant Factors

(effective January 1, 2003)

#### (NOT APPLICABLE TO DISABILITY PENSIONERS)

Percentage of Pension Payable to Participant with at least 35 Years of Credited Service with  
100% of the Reduced Pension Payable to the Spouse.

#### SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r  Y o u n g e r	25	69.50%	69.44%	69.38%	69.33%	69.27%	69.21%	69.15%	69.09%	69.03%	68.97%	68.92%	68.86%
	24	70.20%	70.14%	70.08%	70.03%	69.97%	69.91%	69.85%	69.79%	69.73%	69.67%	69.62%	69.56%
	23	70.90%	70.84%	70.78%	70.73%	70.67%	70.61%	70.55%	70.49%	70.43%	70.37%	70.32%	70.26%
	22	71.60%	71.54%	71.48%	71.43%	71.37%	71.31%	71.25%	71.19%	71.13%	71.07%	71.02%	70.96%
	21	72.30%	72.24%	72.18%	72.13%	72.07%	72.01%	71.95%	71.89%	71.83%	71.77%	71.72%	71.66%
	20	73.00%	72.94%	72.88%	72.83%	72.77%	72.71%	72.65%	72.59%	72.53%	72.47%	72.42%	72.36%
	19	73.70%	73.64%	73.58%	73.53%	73.47%	73.41%	73.35%	73.29%	73.23%	73.17%	73.12%	73.06%
	18	74.40%	74.34%	74.28%	74.23%	74.17%	74.11%	74.05%	73.99%	73.93%	73.87%	73.82%	73.76%
	17	75.10%	75.04%	74.98%	74.93%	74.87%	74.81%	74.75%	74.69%	74.63%	74.57%	74.52%	74.46%
	16	75.80%	75.74%	75.68%	75.63%	75.57%	75.51%	75.45%	75.39%	75.33%	75.27%	75.22%	75.16%
	15	76.50%	76.44%	76.38%	76.33%	76.27%	76.21%	76.15%	76.09%	76.03%	75.97%	75.92%	75.86%
	14	77.20%	77.14%	77.08%	77.03%	76.97%	76.91%	76.85%	76.79%	76.73%	76.67%	76.62%	76.56%
O l d	13	77.90%	77.84%	77.78%	77.73%	77.67%	77.61%	77.55%	77.49%	77.43%	77.37%	77.32%	77.26%
	12	78.60%	78.54%	78.48%	78.43%	78.37%	78.31%	78.25%	78.19%	78.13%	78.07%	78.02%	77.96%
	11	79.30%	79.24%	79.18%	79.13%	79.07%	79.01%	78.95%	78.89%	78.83%	78.78%	78.72%	78.66%
	10	80.00%	79.94%	79.88%	79.83%	79.77%	79.71%	79.65%	79.59%	79.53%	79.48%	79.42%	79.36%
	9	80.70%	80.64%	80.58%	80.53%	80.47%	80.41%	80.35%	80.29%	80.23%	80.18%	80.12%	80.06%
	8	81.40%	81.34%	81.28%	81.23%	81.17%	81.11%	81.05%	80.99%	80.93%	80.88%	80.82%	80.76%
	7	82.10%	82.04%	81.98%	81.93%	81.87%	81.81%	81.75%	81.69%	81.63%	81.58%	81.52%	81.46%
	6	82.80%	82.74%	82.68%	82.63%	82.57%	82.51%	82.45%	82.39%	82.33%	82.28%	82.22%	82.16%
	5	83.50%	83.44%	83.38%	83.33%	83.27%	83.21%	83.15%	83.09%	83.03%	82.98%	82.92%	82.86%
	4	84.20%	84.14%	84.08%	84.03%	83.97%	83.91%	83.85%	83.79%	83.73%	83.68%	83.62%	83.56%
	3	84.90%	84.84%	84.78%	84.73%	84.67%	84.61%	84.55%	84.49%	84.43%	84.38%	84.32%	84.26%
	2	85.60%	85.54%	85.48%	85.43%	85.37%	85.31%	85.25%	85.19%	85.13%	85.08%	85.02%	84.96%
	1	86.30%	86.24%	86.18%	86.13%	86.07%	86.01%	85.95%	85.89%	85.83%	85.78%	85.72%	85.66%
	0	87.00%	86.94%	86.88%	86.83%	86.77%	86.71%	86.65%	86.59%	86.53%	86.48%	86.42%	86.36%

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r  O l d	10	94.00%	94.06%	94.12%	94.18%	94.23%	94.29%	94.35%	94.41%	94.47%	94.53%	94.58%	94.64%
	9	93.30%	93.36%	93.42%	93.48%	93.53%	93.59%	93.65%	93.71%	93.77%	93.83%	93.88%	93.94%
	8	92.60%	92.66%	92.72%	92.78%	92.83%	92.89%	92.95%	93.01%	93.07%	93.13%	93.18%	93.24%
	7	91.90%	91.96%	92.02%	92.08%	92.13%	92.19%	92.25%	92.31%	92.37%	92.43%	92.48%	92.54%
	6	91.20%	91.26%	91.32%	91.38%	91.43%	91.49%	91.55%	91.61%	91.67%	91.73%	91.78%	91.84%
	5	90.50%	90.56%	90.62%	90.68%	90.73%	90.79%	90.85%	90.91%	90.97%	91.03%	91.08%	91.14%
	4	89.80%	89.86%	89.92%	89.98%	90.03%	90.09%	90.15%	90.21%	90.27%	90.33%	90.38%	90.44%
	3	89.10%	89.16%	89.22%	89.28%	89.33%	89.39%	89.45%	89.51%	89.57%	89.63%	89.68%	89.74%
	2	88.40%	88.46%	88.52%	88.58%	88.63%	88.69%	88.75%	88.81%	88.87%	88.93%	88.98%	89.04%
	1	87.70%	87.76%	87.82%	87.88%	87.93%	87.99%	88.05%	88.11%	88.17%	88.23%	88.28%	88.34%
	0	87.00%	87.06%	87.12%	87.18%	87.23%	87.29%	87.35%	87.41%	87.47%	87.53%	87.58%	87.64%



## Appendix D

Pension Trust Fund for Operating Engineers

### Contingent Annuitant Factors

(effective January 1, 1999)

#### (APPLICABLE ONLY TO DISABILITY PENSIONERS)

Percentage of Pension Payable to Participant

100% of the Reduced Pension Payable to the Spouse.

#### SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE

##### Months

		0	1	2	3	4	5	6	7	8	9	10	11
	25	57.50%	57.46%	57.42%	57.38%	57.33%	57.29%	57.25%	57.21%	57.17%	57.13%	57.08%	57.04%
	24	58.00%	57.96%	57.92%	57.88%	57.83%	57.79%	57.75%	57.71%	57.67%	57.63%	57.58%	57.54%
	23	58.50%	58.46%	58.42%	58.38%	58.33%	58.29%	58.25%	58.21%	58.17%	58.13%	58.08%	58.04%
	22	59.00%	58.96%	58.92%	58.88%	58.83%	58.79%	58.75%	58.71%	58.67%	58.63%	58.58%	58.54%
Y	21	59.50%	59.46%	59.42%	59.38%	59.33%	59.29%	59.25%	59.21%	59.17%	59.13%	59.08%	59.04%
e	20	60.00%	59.96%	59.92%	59.88%	59.83%	59.79%	59.75%	59.71%	59.67%	59.63%	59.58%	59.54%
a	19	60.50%	60.46%	60.42%	60.38%	60.33%	60.29%	60.25%	60.21%	60.17%	60.13%	60.08%	60.04%
r	18	61.00%	60.96%	60.92%	60.88%	60.83%	60.79%	60.75%	60.71%	60.67%	60.63%	60.58%	60.54%
s	17	61.50%	61.46%	61.42%	61.38%	61.33%	61.29%	61.25%	61.21%	61.17%	61.13%	61.08%	61.04%
	16	62.00%	61.96%	61.92%	61.88%	61.83%	61.79%	61.75%	61.71%	61.67%	61.63%	61.58%	61.54%
Y	15	62.50%	62.46%	62.42%	62.38%	62.33%	62.29%	62.25%	62.21%	62.17%	62.13%	62.08%	62.04%
o	14	63.00%	62.96%	62.92%	62.88%	62.83%	62.79%	62.75%	62.71%	62.67%	62.63%	62.58%	62.54%
u	13	63.50%	63.46%	63.42%	63.38%	63.33%	63.29%	63.25%	63.21%	63.17%	63.13%	63.08%	63.04%
n	12	64.00%	63.96%	63.92%	63.88%	63.83%	63.79%	63.75%	63.71%	63.67%	63.63%	63.58%	63.54%
g	11	64.50%	64.46%	64.42%	64.38%	64.33%	64.29%	64.25%	64.21%	64.17%	64.13%	64.08%	64.04%
e	10	65.00%	64.96%	64.92%	64.88%	64.83%	64.79%	64.75%	64.71%	64.67%	64.63%	64.58%	64.54%
r	9	65.50%	65.46%	65.42%	65.38%	65.33%	65.29%	65.25%	65.21%	65.17%	65.13%	65.08%	65.04%
	8	66.00%	65.96%	65.92%	65.88%	65.83%	65.79%	65.75%	65.71%	65.67%	65.63%	65.58%	65.54%
	7	66.50%	66.46%	66.42%	66.38%	66.33%	66.29%	66.25%	66.21%	66.17%	66.13%	66.08%	66.04%
	6	67.00%	66.96%	66.92%	66.88%	66.83%	66.79%	66.75%	66.71%	66.67%	66.63%	66.58%	66.54%
	5	67.50%	67.46%	67.42%	67.38%	67.33%	67.29%	67.25%	67.21%	67.17%	67.13%	67.08%	67.04%
	4	68.00%	67.96%	67.92%	67.88%	67.83%	67.79%	67.75%	67.71%	67.67%	67.63%	67.58%	67.54%
	3	68.50%	68.46%	68.42%	68.38%	68.33%	68.29%	68.25%	68.21%	68.17%	68.13%	68.08%	68.04%
	2	69.00%	68.96%	68.92%	68.88%	68.83%	68.79%	68.75%	68.71%	68.67%	68.63%	68.58%	68.54%
	1	69.50%	69.46%	69.42%	69.38%	69.33%	69.29%	69.25%	69.21%	69.17%	69.13%	69.08%	69.04%
	0	70.00%	69.96%	69.92%	69.88%	69.83%	69.79%	69.75%	69.71%	69.67%	69.63%	69.58%	69.54%

##### Months

		0	1	2	3	4	5	6	7	8	9	10	11
Y	10	75.00%	75.04%	75.08%	75.12%	75.17%	75.21%	75.25%	75.29%	75.33%	75.37%	75.42%	75.46%
e	9	74.50%	74.54%	74.58%	74.62%	74.67%	74.71%	74.75%	74.79%	74.83%	74.87%	74.92%	74.96%
a	8	74.00%	74.04%	74.08%	74.12%	74.17%	74.21%	74.25%	74.29%	74.33%	74.37%	74.42%	74.46%
r	7	73.50%	73.54%	73.58%	73.62%	73.67%	73.71%	73.75%	73.79%	73.83%	73.87%	73.92%	73.96%
s	6	73.00%	73.04%	73.08%	73.12%	73.17%	73.21%	73.25%	73.29%	73.33%	73.37%	73.42%	73.46%
	5	72.50%	72.54%	72.58%	72.62%	72.67%	72.71%	72.75%	72.79%	72.83%	72.87%	72.92%	72.96%
O	4	72.00%	72.04%	72.08%	72.12%	72.17%	72.21%	72.25%	72.29%	72.33%	72.37%	72.42%	72.46%
I	3	71.50%	71.54%	71.58%	71.62%	71.67%	71.71%	71.75%	71.79%	71.83%	71.87%	71.92%	71.96%
d	2	71.00%	71.04%	71.08%	71.12%	71.17%	71.21%	71.25%	71.29%	71.33%	71.37%	71.42%	71.46%
e	1	70.50%	70.54%	70.58%	70.62%	70.67%	70.71%	70.75%	70.79%	70.83%	70.87%	70.92%	70.96%
r	0	70.00%	70.04%	70.08%	70.12%	70.17%	70.21%	70.25%	70.29%	70.33%	70.37%	70.42%	70.46%

## Appendix E

Pension Trust Fund for Operating Engineers

### Contingent Annuitant Factors

(effective January 1, 2003)

#### (NOT APPLICABLE TO DISABILITY PENSIONERS)

Percentage of Pension Payable to Participant with under 31 Years of Credited Service

75% of the Reduced Pension Payable to the Spouse.

#### SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE

##### Months

		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	25	73.00%	72.95%	72.90%	72.85%	72.80%	72.75%	72.70%	72.65%	72.60%	72.55%	72.50%	72.45%
	24	73.60%	73.55%	73.50%	73.45%	73.40%	73.35%	73.30%	73.25%	73.20%	73.15%	73.10%	73.05%
	23	74.20%	74.15%	74.10%	74.05%	74.00%	73.95%	73.90%	73.85%	73.80%	73.75%	73.70%	73.65%
	22	74.80%	74.75%	74.70%	74.65%	74.60%	74.55%	74.50%	74.45%	74.40%	74.35%	74.30%	74.25%
	21	75.40%	75.35%	75.30%	75.25%	75.20%	75.15%	75.10%	75.05%	75.00%	74.95%	74.90%	74.85%
	20	76.00%	75.95%	75.90%	75.85%	75.80%	75.75%	75.70%	75.65%	75.60%	75.55%	75.50%	75.45%
	19	76.60%	76.55%	76.50%	76.45%	76.40%	76.35%	76.30%	76.25%	76.20%	76.15%	76.10%	76.05%
	18	77.20%	77.15%	77.10%	77.05%	77.00%	76.95%	76.90%	76.85%	76.80%	76.75%	76.70%	76.65%
	17	77.80%	77.75%	77.70%	77.65%	77.60%	77.55%	77.50%	77.45%	77.40%	77.35%	77.30%	77.25%
	16	78.40%	78.35%	78.30%	78.25%	78.20%	78.15%	78.10%	78.05%	78.00%	77.95%	77.90%	77.85%
Y o u n g e r	15	79.00%	78.95%	78.90%	78.85%	78.80%	78.75%	78.70%	78.65%	78.60%	78.55%	78.50%	78.45%
	14	79.60%	79.55%	79.50%	79.45%	79.40%	79.35%	79.30%	79.25%	79.20%	79.15%	79.10%	79.05%
	13	80.20%	80.15%	80.10%	80.05%	80.00%	79.95%	79.90%	79.85%	79.80%	79.75%	79.70%	79.65%
	12	80.80%	80.75%	80.70%	80.65%	80.60%	80.55%	80.50%	80.45%	80.40%	80.35%	80.30%	80.25%
	11	81.40%	81.35%	81.30%	81.25%	81.20%	81.15%	81.10%	81.05%	81.00%	80.95%	80.90%	80.85%
	10	82.00%	81.95%	81.90%	81.85%	81.80%	81.75%	81.70%	81.65%	81.60%	81.55%	81.50%	81.45%
	9	82.60%	82.55%	82.50%	82.45%	82.40%	82.35%	82.30%	82.25%	82.20%	82.15%	82.10%	82.05%
	8	83.20%	83.15%	83.10%	83.05%	83.00%	82.95%	82.90%	82.85%	82.80%	82.75%	82.70%	82.65%
	7	83.80%	83.75%	83.70%	83.65%	83.60%	83.55%	83.50%	83.45%	83.40%	83.35%	83.30%	83.25%
	6	84.40%	84.35%	84.30%	84.25%	84.20%	84.15%	84.10%	84.05%	84.00%	83.95%	83.90%	83.85%
	5	85.00%	84.95%	84.90%	84.85%	84.80%	84.75%	84.70%	84.65%	84.60%	84.55%	84.50%	84.45%
	4	85.60%	85.55%	85.50%	85.45%	85.40%	85.35%	85.30%	85.25%	85.20%	85.15%	85.10%	85.05%
	3	86.20%	86.15%	86.10%	86.05%	86.00%	85.95%	85.90%	85.85%	85.80%	85.75%	85.70%	85.65%
	2	86.80%	86.75%	86.70%	86.65%	86.60%	86.55%	86.50%	86.45%	86.40%	86.35%	86.30%	86.25%
	1	87.40%	87.35%	87.30%	87.25%	87.20%	87.15%	87.10%	87.05%	87.00%	86.95%	86.90%	86.85%
	0	88.00%	87.95%	87.90%	87.85%	87.80%	87.75%	87.70%	87.65%	87.60%	87.55%	87.50%	87.45%

##### Months

		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	10	94.00%	94.05%	94.10%	94.15%	94.20%	94.25%	94.30%	94.35%	94.40%	94.45%	94.50%	94.55%
	9	93.40%	93.45%	93.50%	93.55%	93.60%	93.65%	93.70%	93.75%	93.80%	93.85%	93.90%	93.95%
	8	92.80%	92.85%	92.90%	92.95%	93.00%	93.05%	93.10%	93.15%	93.20%	93.25%	93.30%	93.35%
	7	92.20%	92.25%	92.30%	92.35%	92.40%	92.45%	92.50%	92.55%	92.60%	92.65%	92.70%	92.75%
	6	91.60%	91.65%	91.70%	91.75%	91.80%	91.85%	91.90%	91.95%	92.00%	92.05%	92.10%	92.15%
O l d e r	5	91.00%	91.05%	91.10%	91.15%	91.20%	91.25%	91.30%	91.35%	91.40%	91.45%	91.50%	91.55%
	4	90.40%	90.45%	90.50%	90.55%	90.60%	90.65%	90.70%	90.75%	90.80%	90.85%	90.90%	90.95%
	3	89.80%	89.85%	89.90%	89.95%	90.00%	90.05%	90.10%	90.15%	90.20%	90.25%	90.30%	90.35%
	2	89.20%	89.25%	89.30%	89.35%	89.40%	89.45%	89.50%	89.55%	89.60%	89.65%	89.70%	89.75%
	1	88.60%	88.65%	88.70%	88.75%	88.80%	88.85%	88.90%	88.95%	89.00%	89.05%	89.10%	89.15%
	0	88.00%	88.05%	88.10%	88.15%	88.20%	88.25%	88.30%	88.35%	88.40%	88.45%	88.50%	88.55%

## Appendix E

Pension Trust Fund for Operating Engineers

### Contingent Annuitant Factors

(effective January 1, 2003)

#### **(NOT APPLICABLE TO DISABILITY PENSIONERS)**

Percentage of Pension Payable to Participant with at least 31 but less than 33 Years of Credited Service with  
75% of the Reduced Pension Payable to the Spouse.

#### **SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE**

##### Months

		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	25	74.00%	73.95%	73.90%	73.85%	73.80%	73.75%	73.70%	73.65%	73.60%	73.55%	73.50%	73.45%
	24	74.60%	74.55%	74.50%	74.45%	74.40%	74.35%	74.30%	74.25%	74.20%	74.15%	74.10%	74.05%
	23	75.20%	75.15%	75.10%	75.05%	75.00%	74.95%	74.90%	74.85%	74.80%	74.75%	74.70%	74.65%
	22	75.80%	75.75%	75.70%	75.65%	75.60%	75.55%	75.50%	75.45%	75.40%	75.35%	75.30%	75.25%
	21	76.40%	76.35%	76.30%	76.25%	76.20%	76.15%	76.10%	76.05%	76.00%	75.95%	75.90%	75.85%
	20	77.00%	76.95%	76.90%	76.85%	76.80%	76.75%	76.70%	76.65%	76.60%	76.55%	76.50%	76.45%
	19	77.60%	77.55%	77.50%	77.45%	77.40%	77.35%	77.30%	77.25%	77.20%	77.15%	77.10%	77.05%
	18	78.20%	78.15%	78.10%	78.05%	78.00%	77.95%	77.90%	77.85%	77.80%	77.75%	77.70%	77.65%
	17	78.80%	78.75%	78.70%	78.65%	78.60%	78.55%	78.50%	78.45%	78.40%	78.35%	78.30%	78.25%
	16	79.40%	79.35%	79.30%	79.25%	79.20%	79.15%	79.10%	79.05%	79.00%	78.95%	78.90%	78.85%
Y o u n g e r	15	80.00%	79.95%	79.90%	79.85%	79.80%	79.75%	79.70%	79.65%	79.60%	79.55%	79.50%	79.45%
	14	80.60%	80.55%	80.50%	80.45%	80.40%	80.35%	80.30%	80.25%	80.20%	80.15%	80.10%	80.05%
	13	81.20%	81.15%	81.10%	81.05%	81.00%	80.95%	80.90%	80.85%	80.80%	80.75%	80.70%	80.65%
	12	81.80%	81.75%	81.70%	81.65%	81.60%	81.55%	81.50%	81.45%	81.40%	81.35%	81.30%	81.25%
	11	82.40%	82.35%	82.30%	82.25%	82.20%	82.15%	82.10%	82.05%	82.00%	81.95%	81.90%	81.85%
	10	83.00%	82.95%	82.90%	82.85%	82.80%	82.75%	82.70%	82.65%	82.60%	82.55%	82.50%	82.45%
	9	83.60%	83.55%	83.50%	83.45%	83.40%	83.35%	83.30%	83.25%	83.20%	83.15%	83.10%	83.05%
	8	84.20%	84.15%	84.10%	84.05%	84.00%	83.95%	83.90%	83.85%	83.80%	83.75%	83.70%	83.65%
	7	84.80%	84.75%	84.70%	84.65%	84.60%	84.55%	84.50%	84.45%	84.40%	84.35%	84.30%	84.25%
	6	85.40%	85.35%	85.30%	85.25%	85.20%	85.15%	85.10%	85.05%	85.00%	84.95%	84.90%	84.85%
	5	86.00%	85.95%	85.90%	85.85%	85.80%	85.75%	85.70%	85.65%	85.60%	85.55%	85.50%	85.45%
	4	86.60%	86.55%	86.50%	86.45%	86.40%	86.35%	86.30%	86.25%	86.20%	86.15%	86.10%	86.05%
	3	87.20%	87.15%	87.10%	87.05%	87.00%	86.95%	86.90%	86.85%	86.80%	86.75%	86.70%	86.65%
	2	87.80%	87.75%	87.70%	87.65%	87.60%	87.55%	87.50%	87.45%	87.40%	87.35%	87.30%	87.25%
	1	88.40%	88.35%	88.30%	88.25%	88.20%	88.15%	88.10%	88.05%	88.00%	87.95%	87.90%	87.85%
	0	89.00%	88.95%	88.90%	88.85%	88.80%	88.75%	88.70%	88.65%	88.60%	88.55%	88.50%	88.45%

##### Months

		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	10	95.00%	95.05%	95.10%	95.15%	95.20%	95.25%	95.30%	95.35%	95.40%	95.45%	95.50%	95.55%
	9	94.40%	94.45%	94.50%	94.55%	94.60%	94.65%	94.70%	94.75%	94.80%	94.85%	94.90%	94.95%
	8	93.80%	93.85%	93.90%	93.95%	94.00%	94.05%	94.10%	94.15%	94.20%	94.25%	94.30%	94.35%
	7	93.20%	93.25%	93.30%	93.35%	93.40%	93.45%	93.50%	93.55%	93.60%	93.65%	93.70%	93.75%
	6	92.60%	92.65%	92.70%	92.75%	92.80%	92.85%	92.90%	92.95%	93.00%	93.05%	93.10%	93.15%
O l d e r	5	92.00%	92.05%	92.10%	92.15%	92.20%	92.25%	92.30%	92.35%	92.40%	92.45%	92.50%	92.55%
	4	91.40%	91.45%	91.50%	91.55%	91.60%	91.65%	91.70%	91.75%	91.80%	91.85%	91.90%	91.95%
	3	90.80%	90.85%	90.90%	90.95%	91.00%	91.05%	91.10%	91.15%	91.20%	91.25%	91.30%	91.35%
	2	90.20%	90.25%	90.30%	90.35%	90.40%	90.45%	90.50%	90.55%	90.60%	90.65%	90.70%	90.75%
	1	89.60%	89.65%	89.70%	89.75%	89.80%	89.85%	89.90%	89.95%	90.00%	90.05%	90.10%	90.15%
	0	89.00%	89.05%	89.10%	89.15%	89.20%	89.25%	89.30%	89.35%	89.40%	89.45%	89.50%	89.55%

## Appendix E

Pension Trust Fund for Operating Engineers

### Contingent Annuitant Factors

(effective January 1, 2003)

#### **(NOT APPLICABLE TO DISABILITY PENSIONERS)**

Percentage of Pension Payable to Participant with at least 33 but less than 35 Years of Credited Service with

75% of the Reduced Pension Payable to the Spouse.

#### **SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE**

##### Months

		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	25	75.00%	74.95%	74.90%	74.85%	74.80%	74.75%	74.70%	74.65%	74.60%	74.55%	74.50%	74.45%
	24	75.60%	75.55%	75.50%	75.45%	75.40%	75.35%	75.30%	75.25%	75.20%	75.15%	75.10%	75.05%
	23	76.20%	76.15%	76.10%	76.05%	76.00%	75.95%	75.90%	75.85%	75.80%	75.75%	75.70%	75.65%
	22	76.80%	76.75%	76.70%	76.65%	76.60%	76.55%	76.50%	76.45%	76.40%	76.35%	76.30%	76.25%
	21	77.40%	77.35%	77.30%	77.25%	77.20%	77.15%	77.10%	77.05%	77.00%	76.95%	76.90%	76.85%
	20	78.00%	77.95%	77.90%	77.85%	77.80%	77.75%	77.70%	77.65%	77.60%	77.55%	77.50%	77.45%
	19	78.60%	78.55%	78.50%	78.45%	78.40%	78.35%	78.30%	78.25%	78.20%	78.15%	78.10%	78.05%
	18	79.20%	79.15%	79.10%	79.05%	79.00%	78.95%	78.90%	78.85%	78.80%	78.75%	78.70%	78.65%
	17	79.80%	79.75%	79.70%	79.65%	79.60%	79.55%	79.50%	79.45%	79.40%	79.35%	79.30%	79.25%
	16	80.40%	80.35%	80.30%	80.25%	80.20%	80.15%	80.10%	80.05%	80.00%	79.95%	79.90%	79.85%
Y o u n g e r	15	81.00%	80.95%	80.90%	80.85%	80.80%	80.75%	80.70%	80.65%	80.60%	80.55%	80.50%	80.45%
	14	81.60%	81.55%	81.50%	81.45%	81.40%	81.35%	81.30%	81.25%	81.20%	81.15%	81.10%	81.05%
	13	82.20%	82.15%	82.10%	82.05%	82.00%	81.95%	81.90%	81.85%	81.80%	81.75%	81.70%	81.65%
	12	82.80%	82.75%	82.70%	82.65%	82.60%	82.55%	82.50%	82.45%	82.40%	82.35%	82.30%	82.25%
	11	83.40%	83.35%	83.30%	83.25%	83.20%	83.15%	83.10%	83.05%	83.00%	82.95%	82.90%	82.85%
	10	84.00%	83.95%	83.90%	83.85%	83.80%	83.75%	83.70%	83.65%	83.60%	83.55%	83.50%	83.45%
	9	84.60%	84.55%	84.50%	84.45%	84.40%	84.35%	84.30%	84.25%	84.20%	84.15%	84.10%	84.05%
	8	85.20%	85.15%	85.10%	85.05%	85.00%	84.95%	84.90%	84.85%	84.80%	84.75%	84.70%	84.65%
	7	85.80%	85.75%	85.70%	85.65%	85.60%	85.55%	85.50%	85.45%	85.40%	85.35%	85.30%	85.25%
	6	86.40%	86.35%	86.30%	86.25%	86.20%	86.15%	86.10%	86.05%	86.00%	85.95%	85.90%	85.85%
	5	87.00%	86.95%	86.90%	86.85%	86.80%	86.75%	86.70%	86.65%	86.60%	86.55%	86.50%	86.45%
	4	87.60%	87.55%	87.50%	87.45%	87.40%	87.35%	87.30%	87.25%	87.20%	87.15%	87.10%	87.05%
	3	88.20%	88.15%	88.10%	88.05%	88.00%	87.95%	87.90%	87.85%	87.80%	87.75%	87.70%	87.65%
	2	88.80%	88.75%	88.70%	88.65%	88.60%	88.55%	88.50%	88.45%	88.40%	88.35%	88.30%	88.25%
	1	89.40%	89.35%	89.30%	89.25%	89.20%	89.15%	89.10%	89.05%	89.00%	88.95%	88.90%	88.85%
	0	90.00%	89.95%	89.90%	89.85%	89.80%	89.75%	89.70%	89.65%	89.60%	89.55%	89.50%	89.45%

##### Months

		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	10	96.00%	96.05%	96.10%	96.15%	96.20%	96.25%	96.30%	96.35%	96.40%	96.45%	96.50%	96.55%
	9	95.40%	95.45%	95.50%	95.55%	95.60%	95.65%	95.70%	95.75%	95.80%	95.85%	95.90%	95.95%
	8	94.80%	94.85%	94.90%	94.95%	95.00%	95.05%	95.10%	95.15%	95.20%	95.25%	95.30%	95.35%
	7	94.20%	94.25%	94.30%	94.35%	94.40%	94.45%	94.50%	94.55%	94.60%	94.65%	94.70%	94.75%
	6	93.60%	93.65%	93.70%	93.75%	93.80%	93.85%	93.90%	93.95%	94.00%	94.05%	94.10%	94.15%
O l d e r	5	93.00%	93.05%	93.10%	93.15%	93.20%	93.25%	93.30%	93.35%	93.40%	93.45%	93.50%	93.55%
	4	92.40%	92.45%	92.50%	92.55%	92.60%	92.65%	92.70%	92.75%	92.80%	92.85%	92.90%	92.95%
	3	91.80%	91.85%	91.90%	91.95%	92.00%	92.05%	92.10%	92.15%	92.20%	92.25%	92.30%	92.35%
	2	91.20%	91.25%	91.30%	91.35%	91.40%	91.45%	91.50%	91.55%	91.60%	91.65%	91.70%	91.75%
	1	90.60%	90.65%	90.70%	90.75%	90.80%	90.85%	90.90%	90.95%	91.00%	91.05%	91.10%	91.15%
	0	90.00%	90.05%	90.10%	90.15%	90.20%	90.25%	90.30%	90.35%	90.40%	90.45%	90.50%	90.55%

## Appendix E

### Pension Trust Fund for Operating Engineers

#### Contingent Annuitant Factors

(effective January 1, 2003)

#### (NOT APPLICABLE TO DISABILITY PENSIONERS)

Percentage of Pension Payable to Participant with at least 35 Years of Credited Service with  
75% of the Reduced Pension Payable to the Spouse.

#### SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y	25	76.00%	75.95%	75.90%	75.85%	75.80%	75.75%	75.70%	75.65%	75.60%	75.55%	75.50%	75.45%
	24	76.60%	76.55%	76.50%	76.45%	76.40%	76.35%	76.30%	76.25%	76.20%	76.15%	76.10%	76.05%
	23	77.20%	77.15%	77.10%	77.05%	77.00%	76.95%	76.90%	76.85%	76.80%	76.75%	76.70%	76.65%
	22	77.80%	77.75%	77.70%	77.65%	77.60%	77.55%	77.50%	77.45%	77.40%	77.35%	77.30%	77.25%
	21	78.40%	78.35%	78.30%	78.25%	78.20%	78.15%	78.10%	78.05%	78.00%	77.95%	77.90%	77.85%
	20	79.00%	78.95%	78.90%	78.85%	78.80%	78.75%	78.70%	78.65%	78.60%	78.55%	78.50%	78.45%
	19	79.60%	79.55%	79.50%	79.45%	79.40%	79.35%	79.30%	79.25%	79.20%	79.15%	79.10%	79.05%
	18	80.20%	80.15%	80.10%	80.05%	80.00%	79.95%	79.90%	79.85%	79.80%	79.75%	79.70%	79.65%
	17	80.80%	80.75%	80.70%	80.65%	80.60%	80.55%	80.50%	80.45%	80.40%	80.35%	80.30%	80.25%
	16	81.40%	81.35%	81.30%	81.25%	81.20%	81.15%	81.10%	81.05%	81.00%	80.95%	80.90%	80.85%
Y	15	82.00%	81.95%	81.90%	81.85%	81.80%	81.75%	81.70%	81.65%	81.60%	81.55%	81.50%	81.45%
	14	82.60%	82.55%	82.50%	82.45%	82.40%	82.35%	82.30%	82.25%	82.20%	82.15%	82.10%	82.05%
	13	83.20%	83.15%	83.10%	83.05%	83.00%	82.95%	82.90%	82.85%	82.80%	82.75%	82.70%	82.65%
	12	83.80%	83.75%	83.70%	83.65%	83.60%	83.55%	83.50%	83.45%	83.40%	83.35%	83.30%	83.25%
	11	84.40%	84.35%	84.30%	84.25%	84.20%	84.15%	84.10%	84.05%	84.00%	83.95%	83.90%	83.85%
	10	85.00%	84.95%	84.90%	84.85%	84.80%	84.75%	84.70%	84.65%	84.60%	84.55%	84.50%	84.45%
	9	85.60%	85.55%	85.50%	85.45%	85.40%	85.35%	85.30%	85.25%	85.20%	85.15%	85.10%	85.05%
	8	86.20%	86.15%	86.10%	86.05%	86.00%	85.95%	85.90%	85.85%	85.80%	85.75%	85.70%	85.65%
	7	86.80%	86.75%	86.70%	86.65%	86.60%	86.55%	86.50%	86.45%	86.40%	86.35%	86.30%	86.25%
	6	87.40%	87.35%	87.30%	87.25%	87.20%	87.15%	87.10%	87.05%	87.00%	86.95%	86.90%	86.85%
Y	5	88.00%	87.95%	87.90%	87.85%	87.80%	87.75%	87.70%	87.65%	87.60%	87.55%	87.50%	87.45%
	4	88.60%	88.55%	88.50%	88.45%	88.40%	88.35%	88.30%	88.25%	88.20%	88.15%	88.10%	88.05%
	3	89.20%	89.15%	89.10%	89.05%	89.00%	88.95%	88.90%	88.85%	88.80%	88.75%	88.70%	88.65%
	2	89.80%	89.75%	89.70%	89.65%	89.60%	89.55%	89.50%	89.45%	89.40%	89.35%	89.30%	89.25%
	1	90.40%	90.35%	90.30%	90.25%	90.20%	90.15%	90.10%	90.05%	90.00%	89.95%	89.90%	89.85%
	0	91.00%	90.95%	90.90%	90.85%	90.80%	90.75%	90.70%	90.65%	90.60%	90.55%	90.50%	90.45%
		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y	10	97.00%	97.05%	97.10%	97.15%	97.20%	97.25%	97.30%	97.35%	97.40%	97.45%	97.50%	97.55%
	9	96.40%	96.45%	96.50%	96.55%	96.60%	96.65%	96.70%	96.75%	96.80%	96.85%	96.90%	96.95%
	8	95.80%	95.85%	95.90%	95.95%	96.00%	96.05%	96.10%	96.15%	96.20%	96.25%	96.30%	96.35%
	7	95.20%	95.25%	95.30%	95.35%	95.40%	95.45%	95.50%	95.55%	95.60%	95.65%	95.70%	95.75%
	6	94.60%	94.65%	94.70%	94.75%	94.80%	94.85%	94.90%	94.95%	95.00%	95.05%	95.10%	95.15%
	5	94.00%	94.05%	94.10%	94.15%	94.20%	94.25%	94.30%	94.35%	94.40%	94.45%	94.50%	94.55%
	4	93.40%	93.45%	93.50%	93.55%	93.60%	93.65%	93.70%	93.75%	93.80%	93.85%	93.90%	93.95%
	3	92.80%	92.85%	92.90%	92.95%	93.00%	93.05%	93.10%	93.15%	93.20%	93.25%	93.30%	93.35%
	2	92.20%	92.25%	92.30%	92.35%	92.40%	92.45%	92.50%	92.55%	92.60%	92.65%	92.70%	92.75%
	1	91.60%	91.65%	91.70%	91.75%	91.80%	91.85%	91.90%	91.95%	92.00%	92.05%	92.10%	92.15%
e	0	91.00%	91.05%	91.10%	91.15%	91.20%	91.25%	91.30%	91.35%	91.40%	91.45%	91.50%	91.55%

## Appendix F

Pension Trust Fund for Operating Engineers

### Contingent Annuitant Factors

(effective January 1, 1999)

#### (APPLICABLE ONLY TO DISABILITY PENSIONERS)

Percentage of Pension Payable to Participant

75% of the Reduced Pension Payable to the Spouse

#### SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y	25	65.50%	65.46%	65.42%	65.38%	65.33%	65.29%	65.25%	65.21%	65.17%	65.13%	65.08%	65.04%
	24	66.00%	65.96%	65.92%	65.88%	65.83%	65.79%	65.75%	65.71%	65.67%	65.63%	65.58%	65.54%
	23	66.50%	66.46%	66.42%	66.38%	66.33%	66.29%	66.25%	66.21%	66.17%	66.13%	66.08%	66.04%
	22	67.00%	66.96%	66.92%	66.88%	66.83%	66.79%	66.75%	66.71%	66.67%	66.63%	66.58%	66.54%
	21	67.50%	67.46%	67.42%	67.38%	67.33%	67.29%	67.25%	67.21%	67.17%	67.13%	67.08%	67.04%
	20	68.00%	67.96%	67.92%	67.88%	67.83%	67.79%	67.75%	67.71%	67.67%	67.63%	67.58%	67.54%
	19	68.50%	68.46%	68.42%	68.38%	68.33%	68.29%	68.25%	68.21%	68.17%	68.13%	68.08%	68.04%
	18	69.00%	68.96%	68.92%	68.88%	68.83%	68.79%	68.75%	68.71%	68.67%	68.63%	68.58%	68.54%
	17	69.50%	69.46%	69.42%	69.38%	69.33%	69.29%	69.25%	69.21%	69.17%	69.13%	69.08%	69.04%
	16	70.00%	69.96%	69.92%	69.88%	69.83%	69.79%	69.75%	69.71%	69.67%	69.63%	69.58%	69.54%
Y	15	70.50%	70.46%	70.42%	70.38%	70.33%	70.29%	70.25%	70.21%	70.17%	70.13%	70.08%	70.04%
	14	71.00%	70.96%	70.92%	70.88%	70.83%	70.79%	70.75%	70.71%	70.67%	70.63%	70.58%	70.54%
	13	71.50%	71.46%	71.42%	71.38%	71.33%	71.29%	71.25%	71.21%	71.17%	71.13%	71.08%	71.04%
	12	72.00%	71.96%	71.92%	71.88%	71.83%	71.79%	71.75%	71.71%	71.67%	71.63%	71.58%	71.54%
	11	72.50%	72.46%	72.42%	72.38%	72.33%	72.29%	72.25%	72.21%	72.17%	72.13%	72.08%	72.04%
	10	73.00%	72.96%	72.92%	72.88%	72.83%	72.79%	72.75%	72.71%	72.67%	72.63%	72.58%	72.54%
	9	73.50%	73.46%	73.42%	73.38%	73.33%	73.29%	73.25%	73.21%	73.17%	73.13%	73.08%	73.04%
	8	74.00%	73.96%	73.92%	73.88%	73.83%	73.79%	73.75%	73.71%	73.67%	73.63%	73.58%	73.54%
	7	74.50%	74.46%	74.42%	74.38%	74.33%	74.29%	74.25%	74.21%	74.17%	74.13%	74.08%	74.04%
	6	75.00%	74.96%	74.92%	74.88%	74.83%	74.79%	74.75%	74.71%	74.67%	74.63%	74.58%	74.54%
Y	5	75.50%	75.46%	75.42%	75.38%	75.33%	75.29%	75.25%	75.21%	75.17%	75.13%	75.08%	75.04%
	4	76.00%	75.96%	75.92%	75.88%	75.83%	75.79%	75.75%	75.71%	75.67%	75.63%	75.58%	75.54%
	3	76.50%	76.46%	76.42%	76.38%	76.33%	76.29%	76.25%	76.21%	76.17%	76.13%	76.08%	76.04%
	2	77.00%	76.96%	76.92%	76.88%	76.83%	76.79%	76.75%	76.71%	76.67%	76.63%	76.58%	76.54%
	1	77.50%	77.46%	77.42%	77.38%	77.33%	77.29%	77.25%	77.21%	77.17%	77.13%	77.08%	77.04%
	0	78.00%	77.96%	77.92%	77.88%	77.83%	77.79%	77.75%	77.71%	77.67%	77.63%	77.58%	77.54%
		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y	10	83.00%	83.04%	83.08%	83.13%	83.17%	83.21%	83.25%	83.29%	83.33%	83.38%	83.42%	83.46%
	9	82.50%	82.54%	82.58%	82.63%	82.67%	82.71%	82.75%	82.79%	82.83%	82.88%	82.92%	82.96%
	8	82.00%	82.04%	82.08%	82.13%	82.17%	82.21%	82.25%	82.29%	82.33%	82.38%	82.42%	82.46%
	7	81.50%	81.54%	81.58%	81.63%	81.67%	81.71%	81.75%	81.79%	81.83%	81.88%	81.92%	81.96%
	6	81.00%	81.04%	81.08%	81.13%	81.17%	81.21%	81.25%	81.29%	81.33%	81.38%	81.42%	81.46%
O	5	80.50%	80.54%	80.58%	80.63%	80.67%	80.71%	80.75%	80.79%	80.83%	80.88%	80.92%	80.96%
	4	80.00%	80.04%	80.08%	80.13%	80.17%	80.21%	80.25%	80.29%	80.33%	80.38%	80.42%	80.46%
	3	79.50%	79.54%	79.58%	79.63%	79.67%	79.71%	79.75%	79.79%	79.83%	79.88%	79.92%	79.96%
	2	79.00%	79.04%	79.08%	79.13%	79.17%	79.21%	79.25%	79.29%	79.33%	79.38%	79.42%	79.46%
	1	78.50%	78.54%	78.58%	78.63%	78.67%	78.71%	78.75%	78.79%	78.83%	78.88%	78.92%	78.96%
r	0	78.00%	78.04%	78.08%	78.13%	78.17%	78.21%	78.25%	78.29%	78.33%	78.38%	78.42%	78.46%

# Appendix G

Pension Trust Fund for Operating Engineers

## Husband - and - Wife Pension Factors

(effective July 1, 2013 for benefits accrued July 1, 2005 - June 30, 2008)

(NOT APPLICABLE TO DISABILITY PENSIONERS)

Percentage of Pension Payable to Participant

50% of the Reduced Pension Payable to the Spouse

### SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	25	86.00%	85.97%	85.93%	85.90%	85.87%	85.83%	85.80%	85.77%	85.73%	85.70%	85.67%	85.63%
	24	86.40%	86.37%	86.33%	86.30%	86.27%	86.23%	86.20%	86.17%	86.13%	86.10%	86.07%	86.03%
	23	86.80%	86.77%	86.73%	86.70%	86.67%	86.63%	86.60%	86.57%	86.53%	86.50%	86.47%	86.43%
	22	87.20%	87.17%	87.13%	87.10%	87.07%	87.03%	87.00%	86.97%	86.93%	86.90%	86.87%	86.83%
	21	87.60%	87.57%	87.53%	87.50%	87.47%	87.43%	87.40%	87.37%	87.33%	87.30%	87.27%	87.23%
	20	88.00%	87.97%	87.93%	87.90%	87.87%	87.83%	87.80%	87.77%	87.73%	87.70%	87.67%	87.63%
	19	88.40%	88.37%	88.33%	88.30%	88.27%	88.23%	88.20%	88.17%	88.13%	88.10%	88.07%	88.03%
	18	88.80%	88.77%	88.73%	88.70%	88.67%	88.63%	88.60%	88.57%	88.53%	88.50%	88.47%	88.43%
	17	89.20%	89.17%	89.13%	89.10%	89.07%	89.03%	89.00%	88.97%	88.93%	88.90%	88.87%	88.83%
	16	89.60%	89.57%	89.53%	89.50%	89.47%	89.43%	89.40%	89.37%	89.33%	89.30%	89.27%	89.23%
Y o u n g e r	15	90.00%	89.97%	89.93%	89.90%	89.87%	89.83%	89.80%	89.77%	89.73%	89.70%	89.67%	89.63%
	14	90.40%	90.37%	90.33%	90.30%	90.27%	90.23%	90.20%	90.17%	90.13%	90.10%	90.07%	90.03%
	13	90.80%	90.77%	90.73%	90.70%	90.67%	90.63%	90.60%	90.57%	90.53%	90.50%	90.47%	90.43%
	12	91.20%	91.17%	91.13%	91.10%	91.07%	91.03%	91.00%	90.97%	90.93%	90.90%	90.87%	90.83%
	11	91.60%	91.57%	91.53%	91.50%	91.47%	91.43%	91.40%	91.37%	91.33%	91.30%	91.27%	91.23%
	10	92.00%	91.97%	91.93%	91.90%	91.87%	91.83%	91.80%	91.77%	91.73%	91.70%	91.67%	91.63%
	9	92.40%	92.37%	92.33%	92.30%	92.27%	92.23%	92.20%	92.17%	92.13%	92.10%	92.07%	92.03%
	8	92.80%	92.77%	92.73%	92.70%	92.67%	92.63%	92.60%	92.57%	92.53%	92.50%	92.47%	92.43%
	7	93.20%	93.17%	93.13%	93.10%	93.07%	93.03%	93.00%	92.97%	92.93%	92.90%	92.87%	92.83%
	6	93.60%	93.57%	93.53%	93.50%	93.47%	93.43%	93.40%	93.37%	93.33%	93.30%	93.27%	93.23%
O l d e r	5	94.00%	93.97%	93.93%	93.90%	93.87%	93.83%	93.80%	93.77%	93.73%	93.70%	93.67%	93.63%
	4	94.40%	94.37%	94.33%	94.30%	94.27%	94.23%	94.20%	94.17%	94.13%	94.10%	94.07%	94.03%
	3	94.80%	94.77%	94.73%	94.70%	94.67%	94.63%	94.60%	94.57%	94.53%	94.50%	94.47%	94.43%
	2	95.20%	95.17%	95.13%	95.10%	95.07%	95.03%	95.00%	94.97%	94.93%	94.90%	94.87%	94.83%
	1	95.60%	95.57%	95.53%	95.50%	95.47%	95.43%	95.40%	95.37%	95.33%	95.30%	95.27%	95.23%
	0	96.00%	95.97%	95.93%	95.90%	95.87%	95.83%	95.80%	95.77%	95.73%	95.70%	95.67%	95.63%
		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	10	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	9	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	8	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	7	98.80%	98.83%	98.87%	98.90%	98.93%	98.97%	99.00%	99.00%	99.00%	99.00%	99.00%	99.00%
	6	98.40%	98.43%	98.47%	98.50%	98.53%	98.57%	98.60%	98.63%	98.67%	98.70%	98.73%	98.77%
	5	98.00%	98.03%	98.07%	98.10%	98.13%	98.17%	98.20%	98.23%	98.27%	98.30%	98.33%	98.37%
	4	97.60%	97.63%	97.67%	97.70%	97.73%	97.77%	97.80%	97.83%	97.87%	97.90%	97.93%	97.97%
	3	97.20%	97.23%	97.27%	97.30%	97.33%	97.37%	97.40%	97.43%	97.47%	97.50%	97.53%	97.57%
	2	96.80%	96.83%	96.87%	96.90%	96.93%	96.97%	97.00%	97.03%	97.07%	97.10%	97.13%	97.17%
	1	96.40%	96.43%	96.47%	96.50%	96.53%	96.57%	96.60%	96.63%	96.67%	96.70%	96.73%	96.77%
	0	96.00%	96.03%	96.07%	96.10%	96.13%	96.17%	96.20%	96.23%	96.27%	96.30%	96.33%	96.37%

## Appendix H

Pension Trust Fund for Operating Engineers

### Contingent Annuitant Factors

(effective July 1, 2005)

**(NOT APPLICABLE TO DISABILITY PENSIONERS)**

Percentage of Pension Payable to Participant

100% of the Reduced Pension Payable to the Spouse

### SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r  Y o u n g e r	25	66.50%	66.44%	66.38%	66.33%	66.27%	66.21%	66.15%	66.09%	66.03%	65.97%	65.92%	65.86%
	24	67.20%	67.14%	67.08%	67.03%	66.97%	66.91%	66.85%	66.79%	66.73%	66.67%	66.62%	66.56%
	23	67.90%	67.84%	67.78%	67.73%	67.67%	67.61%	67.55%	67.49%	67.43%	67.37%	67.32%	67.26%
	22	68.60%	68.54%	68.48%	68.43%	68.37%	68.31%	68.25%	68.19%	68.13%	68.07%	68.02%	67.96%
	21	69.30%	69.24%	69.18%	69.13%	69.07%	69.01%	68.95%	68.89%	68.83%	68.77%	68.72%	68.66%
	20	70.00%	69.94%	69.88%	69.83%	69.77%	69.71%	69.65%	69.59%	69.53%	69.47%	69.42%	69.36%
	19	70.70%	70.64%	70.58%	70.53%	70.47%	70.41%	70.35%	70.29%	70.23%	70.17%	70.12%	70.06%
	18	71.40%	71.34%	71.28%	71.23%	71.17%	71.11%	71.05%	70.99%	70.93%	70.87%	70.82%	70.76%
	17	72.10%	72.04%	71.98%	71.93%	71.87%	71.81%	71.75%	71.69%	71.63%	71.57%	71.52%	71.46%
	16	72.80%	72.74%	72.68%	72.63%	72.57%	72.51%	72.45%	72.39%	72.33%	72.27%	72.22%	72.16%
	15	73.50%	73.44%	73.38%	73.33%	73.27%	73.21%	73.15%	73.09%	73.03%	72.97%	72.92%	72.86%
	14	74.20%	74.14%	74.08%	74.03%	73.97%	73.91%	73.85%	73.79%	73.73%	73.67%	73.62%	73.56%
O l d e r	13	74.90%	74.84%	74.78%	74.73%	74.67%	74.61%	74.55%	74.49%	74.43%	74.37%	74.32%	74.26%
	12	75.60%	75.54%	75.48%	75.43%	75.37%	75.31%	75.25%	75.19%	75.13%	75.07%	75.02%	74.96%
	11	76.30%	76.24%	76.18%	76.13%	76.07%	76.01%	75.95%	75.89%	75.83%	75.77%	75.72%	75.66%
	10	77.00%	76.94%	76.88%	76.83%	76.77%	76.71%	76.65%	76.59%	76.53%	76.47%	76.42%	76.36%
	9	77.70%	77.64%	77.58%	77.53%	77.47%	77.41%	77.35%	77.29%	77.23%	77.17%	77.12%	77.06%
	8	78.40%	78.34%	78.28%	78.23%	78.17%	78.11%	78.05%	77.99%	77.93%	77.87%	77.82%	77.76%
	7	79.10%	79.04%	78.98%	78.93%	78.87%	78.81%	78.75%	78.69%	78.63%	78.58%	78.52%	78.46%
	6	79.80%	79.74%	79.68%	79.63%	79.57%	79.51%	79.45%	79.39%	79.33%	79.28%	79.22%	79.16%
	5	80.50%	80.44%	80.38%	80.33%	80.27%	80.21%	80.15%	80.09%	80.03%	79.98%	79.92%	79.86%
	4	81.20%	81.14%	81.08%	81.03%	80.97%	80.91%	80.85%	80.79%	80.73%	80.68%	80.62%	80.56%
	3	81.90%	81.84%	81.78%	81.73%	81.67%	81.61%	81.55%	81.49%	81.43%	81.38%	81.32%	81.26%
	2	82.60%	82.54%	82.48%	82.43%	82.37%	82.31%	82.25%	82.19%	82.13%	82.08%	82.02%	81.96%
Y e a r  O l d e r	1	83.30%	83.24%	83.18%	83.13%	83.07%	83.01%	82.95%	82.89%	82.83%	82.78%	82.72%	82.66%
	0	84.00%	83.94%	83.88%	83.83%	83.77%	83.71%	83.65%	83.59%	83.53%	83.48%	83.42%	83.36%
	Months												
		0	1	2	3	4	5	6	7	8	9	10	11
	10	91.00%	91.06%	91.12%	91.18%	91.23%	91.29%	91.35%	91.41%	91.47%	91.53%	91.58%	91.64%
	9	90.30%	90.36%	90.42%	90.48%	90.53%	90.59%	90.65%	90.71%	90.77%	90.83%	90.88%	90.94%
	8	89.60%	89.66%	89.72%	89.78%	89.83%	89.89%	89.95%	90.01%	90.07%	90.13%	90.18%	90.24%
	7	88.90%	88.96%	89.02%	89.08%	89.13%	89.19%	89.25%	89.31%	89.37%	89.43%	89.48%	89.54%
	6	88.20%	88.26%	88.32%	88.38%	88.43%	88.49%	88.55%	88.61%	88.67%	88.73%	88.78%	88.84%
	5	87.50%	87.56%	87.62%	87.68%	87.73%	87.79%	87.85%	87.91%	87.97%	88.03%	88.08%	88.14%
	4	86.80%	86.86%	86.92%	86.98%	87.03%	87.09%	87.15%	87.21%	87.27%	87.33%	87.38%	87.44%
	3	86.10%	86.16%	86.22%	86.28%	86.33%	86.39%	86.45%	86.51%	86.57%	86.63%	86.68%	86.74%
	2	85.40%	85.46%	85.52%	85.58%	85.63%	85.69%	85.75%	85.81%	85.87%	85.93%	85.98%	86.04%
	1	84.70%	84.76%	84.82%	84.88%	84.93%	84.99%	85.05%	85.11%	85.17%	85.23%	85.28%	85.34%
	0	84.00%	84.06%	84.12%	84.18%	84.23%	84.29%	84.35%	84.41%	84.47%	84.53%	84.58%	84.64%



# Appendix I

Pension Trust Fund for Operating Engineers

## Contingent Annuitant Factors

(effective July 1, 2005)

(NOT APPLICABLE TO DISABILITY PENSIONERS)

Percentage of Pension Payable to Participant

75% of the Reduced Pension Payable to the Spouse

### SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	25	73.00%	72.95%	72.90%	72.85%	72.80%	72.75%	72.70%	72.65%	72.60%	72.55%	72.50%	72.45%
	24	73.60%	73.55%	73.50%	73.45%	73.40%	73.35%	73.30%	73.25%	73.20%	73.15%	73.10%	73.05%
	23	74.20%	74.15%	74.10%	74.05%	74.00%	73.95%	73.90%	73.85%	73.80%	73.75%	73.70%	73.65%
	22	74.80%	74.75%	74.70%	74.65%	74.60%	74.55%	74.50%	74.45%	74.40%	74.35%	74.30%	74.25%
	21	75.40%	75.35%	75.30%	75.25%	75.20%	75.15%	75.10%	75.05%	75.00%	74.95%	74.90%	74.85%
	20	76.00%	75.95%	75.90%	75.85%	75.80%	75.75%	75.70%	75.65%	75.60%	75.55%	75.50%	75.45%
	19	76.60%	76.55%	76.50%	76.45%	76.40%	76.35%	76.30%	76.25%	76.20%	76.15%	76.10%	76.05%
	18	77.20%	77.15%	77.10%	77.05%	77.00%	76.95%	76.90%	76.85%	76.80%	76.75%	76.70%	76.65%
	17	77.80%	77.75%	77.70%	77.65%	77.60%	77.55%	77.50%	77.45%	77.40%	77.35%	77.30%	77.25%
	16	78.40%	78.35%	78.30%	78.25%	78.20%	78.15%	78.10%	78.05%	78.00%	77.95%	77.90%	77.85%
	15	79.00%	78.95%	78.90%	78.85%	78.80%	78.75%	78.70%	78.65%	78.60%	78.55%	78.50%	78.45%
	14	79.60%	79.55%	79.50%	79.45%	79.40%	79.35%	79.30%	79.25%	79.20%	79.15%	79.10%	79.05%
Y o u n g e r	13	80.20%	80.15%	80.10%	80.05%	80.00%	79.95%	79.90%	79.85%	79.80%	79.75%	79.70%	79.65%
	12	80.80%	80.75%	80.70%	80.65%	80.60%	80.55%	80.50%	80.45%	80.40%	80.35%	80.30%	80.25%
	11	81.40%	81.35%	81.30%	81.25%	81.20%	81.15%	81.10%	81.05%	81.00%	80.95%	80.90%	80.85%
	10	82.00%	81.95%	81.90%	81.85%	81.80%	81.75%	81.70%	81.65%	81.60%	81.55%	81.50%	81.45%
	9	82.60%	82.55%	82.50%	82.45%	82.40%	82.35%	82.30%	82.25%	82.20%	82.15%	82.10%	82.05%
	8	83.20%	83.15%	83.10%	83.05%	83.00%	82.95%	82.90%	82.85%	82.80%	82.75%	82.70%	82.65%
	7	83.80%	83.75%	83.70%	83.65%	83.60%	83.55%	83.50%	83.45%	83.40%	83.35%	83.30%	83.25%
	6	84.40%	84.35%	84.30%	84.25%	84.20%	84.15%	84.10%	84.05%	84.00%	83.95%	83.90%	83.85%
	5	85.00%	84.95%	84.90%	84.85%	84.80%	84.75%	84.70%	84.65%	84.60%	84.55%	84.50%	84.45%
	4	85.60%	85.55%	85.50%	85.45%	85.40%	85.35%	85.30%	85.25%	85.20%	85.15%	85.10%	85.05%
	3	86.20%	86.15%	86.10%	86.05%	86.00%	85.95%	85.90%	85.85%	85.80%	85.75%	85.70%	85.65%
	2	86.80%	86.75%	86.70%	86.65%	86.60%	86.55%	86.50%	86.45%	86.40%	86.35%	86.30%	86.25%
	1	87.40%	87.35%	87.30%	87.25%	87.20%	87.15%	87.10%	87.05%	87.00%	86.95%	86.90%	86.85%
	0	88.00%	87.95%	87.90%	87.85%	87.80%	87.75%	87.70%	87.65%	87.60%	87.55%	87.50%	87.45%

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	10	94.00%	94.05%	94.10%	94.15%	94.20%	94.25%	94.30%	94.35%	94.40%	94.45%	94.50%	94.55%
	9	93.40%	93.45%	93.50%	93.55%	93.60%	93.65%	93.70%	93.75%	93.80%	93.85%	93.90%	93.95%
	8	92.80%	92.85%	92.90%	92.95%	93.00%	93.05%	93.10%	93.15%	93.20%	93.25%	93.30%	93.35%
	7	92.20%	92.25%	92.30%	92.35%	92.40%	92.45%	92.50%	92.55%	92.60%	92.65%	92.70%	92.75%
	6	91.60%	91.65%	91.70%	91.75%	91.80%	91.85%	91.90%	91.95%	92.00%	92.05%	92.10%	92.15%
	5	91.00%	91.05%	91.10%	91.15%	91.20%	91.25%	91.30%	91.35%	91.40%	91.45%	91.50%	91.55%
O l d e r	4	90.40%	90.45%	90.50%	90.55%	90.60%	90.65%	90.70%	90.75%	90.80%	90.85%	90.90%	90.95%
	3	89.80%	89.85%	89.90%	89.95%	90.00%	90.05%	90.10%	90.15%	90.20%	90.25%	90.30%	90.35%
	2	89.20%	89.25%	89.30%	89.35%	89.40%	89.45%	89.50%	89.55%	89.60%	89.65%	89.70%	89.75%
	1	88.60%	88.65%	88.70%	88.75%	88.80%	88.85%	88.90%	88.95%	89.00%	89.05%	89.10%	89.15%
	0	88.00%	88.05%	88.10%	88.15%	88.20%	88.25%	88.30%	88.35%	88.40%	88.45%	88.50%	88.55%

# Appendix J

Pension Trust Fund for Operating Engineers

## Husband - and - Wife Pension Factors

(effective July 1, 2013 for benefits earned on or after July 1, 2008)

(NOT APPLICABLE TO DISABILITY PENSIONERS)

Percentage of Pension Payable to Participant

50% of the Reduced Pension Payable to the Spouse

### SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	35	77.50%	77.47%	77.43%	77.40%	77.37%	77.33%	77.30%	77.27%	77.23%	77.20%	77.17%	77.13%
	34	77.90%	77.87%	77.83%	77.80%	77.77%	77.73%	77.70%	77.67%	77.63%	77.60%	77.57%	77.53%
	33	78.30%	78.27%	78.23%	78.20%	78.17%	78.13%	78.10%	78.07%	78.03%	78.00%	77.97%	77.93%
	32	78.70%	78.67%	78.63%	78.60%	78.57%	78.53%	78.50%	78.47%	78.43%	78.40%	78.37%	78.33%
	31	79.10%	79.07%	79.03%	79.00%	78.97%	78.93%	78.90%	78.87%	78.83%	78.80%	78.77%	78.73%
	30	79.50%	79.47%	79.43%	79.40%	79.37%	79.33%	79.30%	79.27%	79.23%	79.20%	79.17%	79.13%
	29	79.90%	79.87%	79.83%	79.80%	79.77%	79.73%	79.70%	79.67%	79.63%	79.60%	79.57%	79.53%
	28	80.30%	80.27%	80.23%	80.20%	80.17%	80.13%	80.10%	80.07%	80.03%	80.00%	79.97%	79.93%
	27	80.70%	80.67%	80.63%	80.60%	80.57%	80.53%	80.50%	80.47%	80.43%	80.40%	80.37%	80.33%
	26	81.10%	81.07%	81.03%	81.00%	80.97%	80.93%	80.90%	80.87%	80.83%	80.80%	80.77%	80.73%
	25	81.50%	81.47%	81.43%	81.40%	81.37%	81.33%	81.30%	81.27%	81.23%	81.20%	81.17%	81.13%
	24	81.90%	81.87%	81.83%	81.80%	81.77%	81.73%	81.70%	81.67%	81.63%	81.60%	81.57%	81.53%
Y e a r s	23	82.30%	82.27%	82.23%	82.20%	82.17%	82.13%	82.10%	82.07%	82.03%	82.00%	81.97%	81.93%
	22	82.70%	82.67%	82.63%	82.60%	82.57%	82.53%	82.50%	82.47%	82.43%	82.40%	82.37%	82.33%
	21	83.10%	83.07%	83.03%	83.00%	82.97%	82.93%	82.90%	82.87%	82.83%	82.80%	82.77%	82.73%
	20	83.50%	83.47%	83.43%	83.40%	83.37%	83.33%	83.30%	83.27%	83.23%	83.20%	83.17%	83.13%
	19	83.90%	83.87%	83.83%	83.80%	83.77%	83.73%	83.70%	83.67%	83.63%	83.60%	83.57%	83.53%
	18	84.30%	84.27%	84.23%	84.20%	84.17%	84.13%	84.10%	84.07%	84.03%	84.00%	83.97%	83.93%
	17	84.70%	84.67%	84.63%	84.60%	84.57%	84.53%	84.50%	84.47%	84.43%	84.40%	84.37%	84.33%
	16	85.10%	85.07%	85.03%	85.00%	84.97%	84.93%	84.90%	84.87%	84.83%	84.80%	84.77%	84.73%
	15	85.50%	85.47%	85.43%	85.40%	85.37%	85.33%	85.30%	85.27%	85.23%	85.20%	85.17%	85.13%
	14	85.90%	85.87%	85.83%	85.80%	85.77%	85.73%	85.70%	85.67%	85.63%	85.60%	85.57%	85.53%
	13	86.30%	86.27%	86.23%	86.20%	86.17%	86.13%	86.10%	86.07%	86.03%	86.00%	85.97%	85.93%
	12	86.70%	86.67%	86.63%	86.60%	86.57%	86.53%	86.50%	86.47%	86.43%	86.40%	86.37%	86.33%
Y e a r s	11	87.10%	87.07%	87.03%	87.00%	86.97%	86.93%	86.90%	86.87%	86.83%	86.80%	86.77%	86.73%
	10	87.50%	87.47%	87.43%	87.40%	87.37%	87.33%	87.30%	87.27%	87.23%	87.20%	87.17%	87.13%
	9	87.90%	87.87%	87.83%	87.80%	87.77%	87.73%	87.70%	87.67%	87.63%	87.60%	87.57%	87.53%
	8	88.30%	88.27%	88.23%	88.20%	88.17%	88.13%	88.10%	88.07%	88.03%	88.00%	87.97%	87.93%
	7	88.70%	88.67%	88.63%	88.60%	88.57%	88.53%	88.50%	88.47%	88.43%	88.40%	88.37%	88.33%
	6	89.10%	89.07%	89.03%	89.00%	88.97%	88.93%	88.90%	88.87%	88.83%	88.80%	88.77%	88.73%
	5	89.50%	89.47%	89.43%	89.40%	89.37%	89.33%	89.30%	89.27%	89.23%	89.20%	89.17%	89.13%
	4	89.90%	89.87%	89.83%	89.80%	89.77%	89.73%	89.70%	89.67%	89.63%	89.60%	89.57%	89.53%
	3	90.30%	90.27%	90.23%	90.20%	90.17%	90.13%	90.10%	90.07%	90.03%	90.00%	89.97%	89.93%
	2	90.70%	90.67%	90.63%	90.60%	90.57%	90.53%	90.50%	90.47%	90.43%	90.40%	90.37%	90.33%
	1	91.10%	91.07%	91.03%	91.00%	90.97%	90.93%	90.90%	90.87%	90.83%	90.80%	90.77%	90.73%
	0	91.50%	91.47%	91.43%	91.40%	91.37%	91.33%	91.30%	91.27%	91.23%	91.20%	91.17%	91.13%

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	10	95.50%	95.53%	95.57%	95.60%	95.63%	95.67%	95.70%	95.73%	95.77%	95.80%	95.83%	95.87%
	9	95.10%	95.13%	95.17%	95.20%	95.23%	95.27%	95.30%	95.33%	95.37%	95.40%	95.43%	95.47%
	8	94.70%	94.73%	94.77%	94.80%	94.83%	94.87%	94.90%	94.93%	94.97%	95.00%	95.03%	95.07%
	7	94.30%	94.33%	94.37%	94.40%	94.43%	94.47%	94.50%	94.53%	94.57%	94.60%	94.63%	94.67%
	6	93.90%	93.93%	93.97%	94.00%	94.03%	94.07%	94.10%	94.13%	94.17%	94.20%	94.23%	94.27%
	5	93.50%	93.53%	93.57%	93.60%	93.63%	93.67%	93.70%	93.73%	93.77%	93.80%	93.83%	93.87%
O l d e r	4	93.10%	93.13%	93.17%	93.20%	93.23%	93.27%	93.30%	93.33%	93.37%	93.40%	93.43%	93.47%
	3	92.70%	92.73%	92.77%	92.80%	92.83%	92.87%	92.90%	92.93%	92.97%	93.00%	93.03%	93.07%
	2	92.30%	92.33%	92.37%	92.40%	92.43%	92.47%	92.50%	92.53%	92.57%	92.60%	92.63%	92.67%
	1	91.90%	91.93%	91.97%	92.00%	92.03%	92.07%	92.10%	92.13%	92.17%	92.20%	92.23%	92.27%
	0	91.50%	91.53%	91.57%	91.60%	91.63%	91.67%	91.70%	91.73%	91.77%	91.80%	91.83%	91.87%

# Appendix K

Pension Trust Fund for Operating Engineers

**Husband - and - Wife Pension Factors**

(effective July 1, 2013)

**(APPLICABLE ONLY TO DISABILITY PENSIONERS)**

Percentage of Pension Payable to Participant

50% of the Reduced Pension Payable to the Spouse

**SPOUSE AGE IN RELATIONSHIP TO PARTICIPANT AGE**

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	35	67.10%	67.07%	67.03%	67.00%	66.97%	66.93%	66.90%	66.87%	66.83%	66.80%	66.77%	66.73%
	34	67.50%	67.47%	67.43%	67.40%	67.37%	67.33%	67.30%	67.27%	67.23%	67.20%	67.17%	67.13%
	33	67.90%	67.87%	67.83%	67.80%	67.77%	67.73%	67.70%	67.67%	67.63%	67.60%	67.57%	67.53%
	32	68.30%	68.27%	68.23%	68.20%	68.17%	68.13%	68.10%	68.07%	68.03%	68.00%	67.97%	67.93%
	31	68.70%	68.67%	68.63%	68.60%	68.57%	68.53%	68.50%	68.47%	68.43%	68.40%	68.37%	68.33%
	30	69.10%	69.07%	69.03%	69.00%	68.97%	68.93%	68.90%	68.87%	68.83%	68.80%	68.77%	68.73%
	29	69.50%	69.47%	69.43%	69.40%	69.37%	69.33%	69.30%	69.27%	69.23%	69.20%	69.17%	69.13%
	28	69.90%	69.87%	69.83%	69.80%	69.77%	69.73%	69.70%	69.67%	69.63%	69.60%	69.57%	69.53%
	27	70.30%	70.27%	70.23%	70.20%	70.17%	70.13%	70.10%	70.07%	70.03%	70.00%	69.97%	69.93%
	26	70.70%	70.67%	70.63%	70.60%	70.57%	70.53%	70.50%	70.47%	70.43%	70.40%	70.37%	70.33%
	25	71.10%	71.07%	71.03%	71.00%	70.97%	70.93%	70.90%	70.87%	70.83%	70.80%	70.77%	70.73%
	24	71.50%	71.47%	71.43%	71.40%	71.37%	71.33%	71.30%	71.27%	71.23%	71.20%	71.17%	71.13%
	23	71.90%	71.87%	71.83%	71.80%	71.77%	71.73%	71.70%	71.67%	71.63%	71.60%	71.57%	71.53%
	22	72.30%	72.27%	72.23%	72.20%	72.17%	72.13%	72.10%	72.07%	72.03%	72.00%	71.97%	71.93%
	21	72.70%	72.67%	72.63%	72.60%	72.57%	72.53%	72.50%	72.47%	72.43%	72.40%	72.37%	72.33%
	20	73.10%	73.07%	73.03%	73.00%	72.97%	72.93%	72.90%	72.87%	72.83%	72.80%	72.77%	72.73%
	19	73.50%	73.47%	73.43%	73.40%	73.37%	73.33%	73.30%	73.27%	73.23%	73.20%	73.17%	73.13%
	18	73.90%	73.87%	73.83%	73.80%	73.77%	73.73%	73.70%	73.67%	73.63%	73.60%	73.57%	73.53%
	17	74.30%	74.27%	74.23%	74.20%	74.17%	74.13%	74.10%	74.07%	74.03%	74.00%	73.97%	73.93%
	16	74.70%	74.67%	74.63%	74.60%	74.57%	74.53%	74.50%	74.47%	74.43%	74.40%	74.37%	74.33%
e r	15	75.10%	75.07%	75.03%	75.00%	74.97%	74.93%	74.90%	74.87%	74.83%	74.80%	74.77%	74.73%
	14	75.50%	75.47%	75.43%	75.40%	75.37%	75.33%	75.30%	75.27%	75.23%	75.20%	75.17%	75.13%
	13	75.90%	75.87%	75.83%	75.80%	75.77%	75.73%	75.70%	75.67%	75.63%	75.60%	75.57%	75.53%
	12	76.30%	76.27%	76.23%	76.20%	76.17%	76.13%	76.10%	76.07%	76.03%	76.00%	75.97%	75.93%
	11	76.70%	76.67%	76.63%	76.60%	76.57%	76.53%	76.50%	76.47%	76.43%	76.40%	76.37%	76.33%
	10	77.10%	77.07%	77.03%	77.00%	76.97%	76.93%	76.90%	76.87%	76.83%	76.80%	76.77%	76.73%
	9	77.50%	77.47%	77.43%	77.40%	77.37%	77.33%	77.30%	77.27%	77.23%	77.20%	77.17%	77.13%
	8	77.90%	77.87%	77.83%	77.80%	77.77%	77.73%	77.70%	77.67%	77.63%	77.60%	77.57%	77.53%
	7	78.30%	78.27%	78.23%	78.20%	78.17%	78.13%	78.10%	78.07%	78.03%	78.00%	77.97%	77.93%
	6	78.70%	78.67%	78.63%	78.60%	78.57%	78.53%	78.50%	78.47%	78.43%	78.40%	78.37%	78.33%
O l d e r	5	79.10%	79.07%	79.03%	79.00%	78.97%	78.93%	78.90%	78.87%	78.83%	78.80%	78.77%	78.73%
	4	79.50%	79.47%	79.43%	79.40%	79.37%	79.33%	79.30%	79.27%	79.23%	79.20%	79.17%	79.13%
	3	79.90%	79.87%	79.83%	79.80%	79.77%	79.73%	79.70%	79.67%	79.63%	79.60%	79.57%	79.53%
	2	80.30%	80.27%	80.23%	80.20%	80.17%	80.13%	80.10%	80.07%	80.03%	80.00%	79.97%	79.93%
	1	80.70%	80.67%	80.63%	80.60%	80.57%	80.53%	80.50%	80.47%	80.43%	80.40%	80.37%	80.33%
	0	81.10%	81.07%	81.03%	81.00%	80.97%	80.93%	80.90%	80.87%	80.83%	80.80%	80.77%	80.73%

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Y e a r s	10	85.10%	85.13%	85.17%	85.20%	85.23%	85.27%	85.30%	85.33%	85.37%	85.40%	85.43%	85.47%
	9	84.70%	84.73%	84.77%	84.80%	84.83%	84.87%	84.90%	84.93%	84.97%	85.00%	85.03%	85.07%
	8	84.30%	84.33%	84.37%	84.40%	84.43%	84.47%	84.50%	84.53%	84.57%	84.60%	84.63%	84.67%
	7	83.90%	83.93%	83.97%	84.00%	84.03%	84.07%	84.10%	84.13%	84.17%	84.20%	84.23%	84.27%
	6	83.50%	83.53%	83.57%	83.60%	83.63%	83.67%	83.70%	83.73%	83.77%	83.80%	83.83%	83.87%
O l d e r	5	83.10%	83.13%	83.17%	83.20%	83.23%	83.27%	83.30%	83.33%	83.37%	83.40%	83.43%	83.47%
	4	82.70%	82.73%	82.77%	82.80%	82.83%	82.87%	82.90%	82.93%	82.97%	83.00%	83.03%	83.07%
	3	82.30%	82.33%	82.37%	82.40%	82.43%	82.47%	82.50%	82.53%	82.57%	82.60%	82.63%	82.67%
	2	81.90%	81.93%	81.97%	82.00%	82.03%	82.07%	82.10%	82.13%	82.17%	82.20%	82.23%	82.27%
	1	81.50%	81.53%	81.57%	81.60%	81.63%	81.67%	81.70%	81.73%	81.77%	81.80%	81.83%	81.87%
r	0	81.10%	81.13%	81.17%	81.20%	81.23%	81.27%	81.30%	81.33%	81.37%	81.40%	81.43%	81.47%

**FUND MANAGER**

Associated Third Party Administrators  
1640 South Loop Road  
Alameda, California 94502

**CONSULTANTS AND ACTUARIES**

Horizon Actuarial Services  
5200 Lankershim Blvd, Suite 740  
N. Hollywood, California 91601

**LEGAL COUNSEL**

Saltzman & Johnson Law Corporation  
44 Montgomery Street, Suite 2110  
San Francisco, California 94104

187770/582.001