

PREAMBLE

WHEREAS, Liberty Lines Express, Inc. (hereinafter sometimes "Liberty Lines") is a contributing employer to the Pension Plan of T.W.U. — Westchester Private Bus Lines Pension Trust as amended and restated as of January 1, 2001 (the "Prior Plan"); and

WHEREAS, Liberty Lines has been engaged in the business of providing public bus service in the City of New York (the "City"); and

WHEREAS, Liberty Lines will cease to provide public bus service in the City effective January 3, 2005 (the "Effective Date") and, after that date, MTA Bus Company ("MTA Bus") will provide service in the areas currently served by Liberty Lines ("Former Liberty Lines Service"); and

WHEREAS, in connection with the termination of the Liberty Lines Service operations in the City and the commencement of such bus service operations by MTA Bus, certain represented and certain other employees of Liberty Lines who had been engaged in providing bus service in the City will terminate employment with Liberty Lines and become employed by MTA Bus in the Former Liberty Lines Service business ("Former Liberty Lines Employees"); and

WHEREAS, all pension liabilities of the Prior Plan to or with respect to the Former Liberty Lines Employees prior to the date they commence employment with MTA Bus will remain the sole responsibility of the Prior Plan and will not transfer to this Plan; and

WHEREAS, the Board of MTA Bus has resolved that the Plan be amended to add this Article 14, the terms of which shall determine the benefits payable under the Plan to the Former Liberty Lines Employees and to eligible employees hired by MTA Bus after the Effective Date who are assigned to the Former Liberty Lines Service.

NOW THEREFORE, the Plan shall be amended to add this Article 14, effective upon the Effective Date.

ARTICLE 14

14.1 Applications And Definitions

14.1.01 Application

This Article 14 applies to:

- (a) Each individual who is a Participant (as defined in Section 14.1.30); and
- (b) A Beneficiary of an individual described in subparagraph (a) above who becomes entitled to receive a benefit as a result of such individual's death.

The provisions of the Plan, to the extent not inconsistent with this Article, shall be applicable to this Article 14, including, but not limited to, Articles 1, 5, 6, 7, 8 and 9 and Section 3.09.

The words and phrases used in this Article 14 which are defined in Article 1 of the Plan shall have the meaning set forth in Article I, except where a different definition is expressly provided in this Article 14.

- 14.1.02 "Accrued Benefit" on behalf of any Participant shall be equal to the benefit calculated at any point in time and payable at Normal Retirement Date determined pursuant to Section 14.5.01.

A Participant's Accrued Benefit derived from Employee Contributions shall be equal to the Accumulated Employee Contributions Benefit.

- 14.1.03 "Accumulated Employee Contributions Benefit" as of any date on or prior to a Participant's Normal Retirement Date means the Actuarial Equivalent of the Employee Contribution Benefit expressed as a monthly retirement benefit payable at his Normal Retirement Date.

- 14.1.04 "Actuarial Equivalent" means an equivalency in value, at a given point in time, between different forms of benefits. Unless this Article is amended to change the actuarial assumptions on which calculation of equivalence is based, optional forms of benefits for all Participants shall be determined on the basis of the following conversion factors:

Lump Sum Option*	Unisex Pension (UP) 1984 Mortality Table, set forward one (1) year, with interest at the rates promulgated by the Pension Benefit Guaranty Corporation as in effect on the first day of the Plan Year during which such lump sum is to be paid.
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Joint and Survivor Option

Mortality: Employee	UP 1984 Mortality Table, set forward one (1) year.
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Survivor

Annuitant	UP 1984 Mortality Table, set back four (4) years.
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Interest:	Six and one-half percent (6.5%) per annum.
Early Retirement Benefit	Reduce by five-ninths of one percent (5/9%) for each of the first twenty-four (24) months and five-eighteenths of one percent (5/18%) for each of the next thirty-six (36) months for commencement prior to age sixty-two (62).

Notwithstanding the above, the lump sum value of any benefit or the amount of any period certain option payable to a Participant shall not be less than the amount which is equivalent to the present value of his Accrued Benefit determined using the Applicable Interest Rate and the Applicable Mortality Rate. The lump sum value of any survivor annuity payable to a Participant's spouse shall not be less than the present value determined using the Applicable Interest Rate and the Applicable Mortality Rate.

- (a) "Applicable Interest Rate" shall mean the annual rate of interest on 30-year Treasury securities published in the first month immediately preceding the last day of the Plan Year preceding or coincident with the date selected for payment of the benefit.
- (b) "Applicable Mortality Rate" shall mean the mortality rates in accordance with the mortality table based on the prevailing commissioners' standard table (described in Section 807(d)(5)(A) of the Code) used to determine reserves for group annuity contracts issued on the date as of which the present value is being determined (without regard to any other subparagraph of Section 807(d)(5) of the Code).

14.1.05 "Agreement" means the collective bargaining agreement between the Union and the Employer pursuant to which the Employer is required to maintain the benefits provided for in this Article 14.

14.1.06 "Annuity Starting Date" means the first day of the first period for which an amount is payable as an annuity or in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

14.1.06A "Article 14 Amendment Date" means (a) August 1, 2008 for Employees represented by Transport Workers Union, Local 100, AFL-CIO, (b) October 1, 2009 for Employees represented by Amalgamated Transit Union, Local 1179, AFL-CIO, (c) January 1, 2011, for Employees represented by Amalgamated Transit Union, Local 1181-1061, AFL-CIO, (d) January 1, 2014 for Employees represented by Transport Workers Union, Local 106, AFL-CIO, and (e) the date set forth in any other collective bargaining agreement adopted and ratified by a Union and the Employer providing for participation by covered employees in Article 14.

14.1.07 "Break in Service"

- (a) "Break in Service" means a twelve consecutive month Period of Severance as defined in Section 14.1.32. Further, solely for the purpose of determining whether a Participant has incurred a Period of Severance, a Period of Service

shall be recognized for Authorized Leaves of Absence and Maternity or Paternity Leaves of Absence.

- (b) “Authorized Leave of Absence” means an unpaid, temporary cessation from active employment with the Employer pursuant to an established nondiscriminatory policy, whether occasioned by illness, strike, or any other reason.
 - (c) “Break in Service” for Part-Time Employees means a Plan Year during which a Part-Time Employee has not completed more than 500 Hours of Employment with an Employer. Further, solely for the purpose of determining whether a Participant has incurred a Break in Service, Hours of Employment shall be recognized for Authorized Leaves of Absence and Maternity or Paternity Leaves of Absence.
- 14.1.08 “Covered Employment” means (a) employment of an Employee eligible to be represented for collective bargaining purposes by the Union, except for the Transport Workers Union, Local 106, AFL-CIO, with the Employer, or (b) employment of an Employee eligible to be represented for collective bargaining purposes by the Transport Workers Union, Local 106, AFL-CIO, and such Employee was a Participant of this Article or Article 15, 16, 17 or 19 prior to January 1, 2014, or, if such Employee was not a Participant pursuant to Article 14, 15, 16, 17, 18 or 19 of the Plan prior to January 1, 2014, such Employee elects to become a Participant of this Article.
- 14.1.09 “Delayed Retirement Date” means the date set forth in Section 14.4.02.
- 14.1.10 “Disability” means, for purposes of this Article 14, a physical or mental condition of a Participant resulting from bodily injury, disease, or mental disorder which wholly prevents the disabled Participant from performing the duties of the occupation in which he was engaged at the time he became disabled and also renders him incapable of performing work which will provide compensation at a rate equal to seventy-five percent (75%) or more of the regular rate of compensation for the work he was performing for the Employer when such disability began, and which has continued uninterrupted for a period of at least six (6) months.
- 14.1.11 “Disability Retirement Date” means the date set forth in Section 14.8.06.
- 14.1.12 “Early Retirement Date” means the date set forth in Section 14.4.03.
- 14.1.13 “Effective Date” has the meaning assigned to that term in the Preamble.
- 14.1.14 “Eligible Employee” means an Employee described in Section 14.2.02.
- 14.1.15 “Employee” means an employee of the Employer. Notwithstanding any other provision of the Plan to the contrary, the terms “Employee” or “Eligible Employee” shall not include any individual not reported on the Employer’s payroll records as an employee subject to payroll tax withholding, regardless of whether the Employer, a court or administrative agency later determines that such individual should have been classified as an employee subject to payroll tax withholding.

- 14.1.16 “Employee Contribution” means the amount a Participant is required to contribute to the Plan pursuant to Section 14.9.01 in order to be eligible to participate in Plan benefits.
- 14.1.17 “Employee Contribution Benefit” means the Accrued Benefit derived from Employee Contributions made as of any specified date that is, with respect to a Participant, the amount equal to such Participant’s accumulated contributions to this Plan expressed as an annual benefit commencing at Normal Retirement Age, using the interest rate which would be used under this Article 14 as required by Code Section 417(e)(3) (as of the determination date) and the Applicable Mortality Table.
- 14.1.18 “Accumulated Contributions” means the total of:
- (a) Employee Contributions
 - (b) interest (if any) on such contributions, computed at the rate provided by the Plan to the end of the last Plan Year to which Code Section 4110(2) would apply if applicable, and
 - (c) interest on the sum of (a) and (b) above compounded annually:
 - (i) at the rate of one hundred and twenty percent (120%) of the Federal mid-term rate (as in effect under Code Section 1274 for the first month of a Plan Year) from the beginning of the first Plan Year to which Code Section 411(a)(2) would apply if applicable and ending with the date on which the determination is being made, and
 - (ii) at the interest rate used under the Plan pursuant to Code Section 417(e)(3) (as of the determination date) for the period beginning with the determination date and ending on the date on which the Participant would attain Normal Retirement Age.
- 14.1.19 “Employer” means MTA Bus Company.
- 14.1.20 “Employment Commencement Date” means the date on which an Employee first performs an Hour of Service.
- 14.1.21 “Employment Computation Period” means the twelve month period beginning as of the date a Part-Time Employee completes an Hour of Employment. Thereafter, the Employment Computation Period shall be the Plan Year, commencing with the Plan Year that begins after the date the Part-Time Employee first completes an Hour of Employment.
- 14.1.22 “Former Liberty Lines Plan Participant” means an Employee who was an active participant in, the Prior Plan immediately prior to the Effective Date.
- 14.1.23 “Former Liberty Lines Service” shall have the meaning assigned to that term in the Preamble.
- 14.1.24 “Hour of Employment” has the meaning assigned to it in 14.2.05(b).

- 14.1.25 “Hour of Service” means each hour for which an Employee is paid, or entitled to payment, by the Employer for the performance of duties.
- 14.1.26 “Maternity or Paternity Leave of Absence” means an absence from work for any period by reason of the Employee’s pregnancy, birth of the Employee’s child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement. For this purpose, a period of maternity or paternity leave ending on the second anniversary of such absence shall be treated as neither a Period of Service nor a Period of Severance.
- 14.1.27 “Normal Form of Retirement Benefit” means a pension payable for life beginning as of the Participant’s retirement date or, if later, the income commencement date and ceasing upon the Participant’s death.
- 14.1.28 (a) Except as provided in subsections (b) or (c) of this section, “Normal Retirement Age” means the date on which a Participant attains age sixty-five (65), or if later, the earlier of (i) the fifth anniversary of the date the Employee became a Participant or (ii) the fifth anniversary of the date the Participant became a Participant in the Prior Plan.
- (b) Effective as of the applicable Article 14 Amendment Date, “Normal Retirement Age” means the date the Participant attains age fifty-seven (57) and is credited with twenty (20) years of Uninterrupted Seniority.
- (c) Effective as of the applicable Article 14 Amendment Date, “Normal Retirement Age” for a Participant covered by the ATU 1181-1061 Agreement, who retires under the Plan on or after December 5, 2005, or for a Participant covered by the TWU, Local 106 Agreement, who retires under the Plan on or after December 22, 2008, means the earlier of the date the Participant attains age fifty-seven (57) and credited with twenty (20) years of Uninterrupted Seniority, or the date the Participant attains age sixty-five (65) with five (5) years of Uninterrupted Seniority.
- 14.1.29 “Normal Retirement Date” is the date described in Section 14.4.01.
- 14.1.30 “Participant” means any Eligible Employee who participates in the Plan as provided in Section 14.2 and any other Employee or former Employee having a right or contingent right to benefits hereunder. “Active Participant” means an Eligible Employee who participates in the Plan and has not for any reason become ineligible to participate further in the Plan. For purposes of Articles 1, 5, 6, 7, 8 and 9 and Section 3.09, the term “Member” shall include Participants under this Section 14.1.30.
- 14.1.31 “Part-Time Employee” has the meaning assigned to it in Section 14.2.05(c).
- 14.1.32 “Period of Service” means a period of service of an Employee commencing on his Employment Commencement Date or Reemployment Commencement Date, whichever is applicable, and ending on his Severance from Service Date.

- 14.1.33 “Period of Severance” means the period of time commencing on the Severance from Service Date of an Employee and ending on the Employee’s Reemployment Commencement Date.
- 14.1.34 “Prior Plan” has the meaning assigned to that term in the Preamble.
- 14.1.35 “Reemployment Commencement Date” means the first date, following a Period of Severance, on which the Employee performs an Hour of Service.
- 14.1.36 “Seniority” means the length of service credited to an Employee for the purpose of determining the length of his vacation pursuant to a collective bargaining agreement between the Union and the Employer.
- 14.1.37 “Severance from Service Date” shall have the meaning assigned to it in Section 14.3.02.
- 14.1.38 “Spouse” means the person to whom the Participant is legally married as of the Participant’s death or Annuity Starting Date, whichever is earlier. The term “Spouse” will also include a surviving spouse of the Participant, provided that a former spouse will be treated as the spouse or surviving spouse and a current spouse will not be treated as the spouse or surviving spouse to the extent provided under a qualified domestic relations order as described in Section 414(p), of the Code.
- 14.1.39 “Uninterrupted Seniority” means the period of employment required for vesting and benefit accrual under the Plan, determined as applicable under Section 14.3. Uninterrupted Seniority will be determined on the basis of elapsed time, except as provided in Section 14.3.09.
- 14.1.40 “Union” means Transport Workers Union, Local 100, AFL-CIO, Transport Workers Union of America, AFL-CIO, Amalgamated Transit Union, Local 1179, AFL-CIO, Amalgamated Transit Union, Local 1181-1061, AFL-CIO, and Transport Workers Union, Local 106, AFL-CIO (collectively, the “Union,” except where the context refers to a specific union or local) and shall also include any future labor organization that executes a collective bargaining agreement with the Employer providing for participation by covered employees in this Plan.
- 14.1.41 “Special Early Retirement Date” has the meaning assigned to it in Section 14.4.03(d).
- 14.1.42 “Impasse Award” means the Opinion and Award of the Public Arbitration Panel In the Matter of the Impasse Between MTA Bus Company and the Transportation Workers Union of America, Local 100 (PERB Case No. TIA2008-022) and the Appendices incorporated by reference, dated June 9, 2009.
- 14.1.43 “Impasse Award Date” means June 9, 2009.
- 14.1.44 “ATU 1179 Agreement” means the Agreement made between the Employer and the Amalgamated Transit Union, Local 1179, AFL-CIO, dated May 21, 2010.
- 14.1.45 “ATU 1181 Agreement” means the Agreement made between the Employer and the Amalgamated Transit Union, Local 1181-1061, AFL-CIO, dated December 15, 2010.

14.1.46 "TWU 106 Agreement" means the Agreement made between the Employer and the Transport Workers Union, Local 106, AFL-CIO, dated September 15, 2014.

14.1.47 "Cause" as defined in this Section, shall only apply to conduct on or after June 27, 2012, and shall mean:

- (i) as determined by the Employer upon termination of the Participant or former Participant's employment, that such individual engaged in egregious or willful misconduct, including criminal conduct, in relation to his or her employment; or
- (ii) as determined by the Employer after the Participant or former Participant has separated from employment, that such Participant or former Participant engaged in egregious or willful misconduct, including criminal conduct, in relation to his or her employment; or
- (iii) the Participant or former Participant has engaged in egregious or willful misconduct in relation to his or her employment and has been convicted in a criminal court for such conduct.

14.2 Eligibility

14.2.01 Conditions of Eligibility

Each Eligible Employee may participate in this Plan pursuant to the provisions of this Article 14 on the date such Eligible Employee first performs one Hour of Service. To be a Participant, each Eligible Employee must agree to make mandatory Employee Contributions. Such amounts shall be made in accordance with written procedures established by the Employer. The Employer shall give each Eligible Employee written notice of his required contribution in sufficient time to enable such Eligible Employee to make his Employee Contribution in accordance with procedures established by the Employer.

14.2.02 Eligible Employee

Except as provided in Section 9.10, "Eligible Employee" means any Employee who (i) is in Covered Employment or (ii) is (A) a Former Liberty Lines Plan Participant, (B) an Employee on the Effective Date and (C) employed in a capacity for which the Employee is eligible to actively participate in Article 13 of the Plan (Provisions Applicable to Certain Non-Represented Employees Assigned to the Former Liberty Lines Bus Routes). A Part-Time Employee shall be an Eligible Employee only to the extent provided in Section 14.2.05. Except as provided in Section 9.10, the term "Eligible Employee" shall also include any person employed by the Union who immediately prior to such employment by the Union, was a member of a unit of employees covered by a collective bargaining agreement and that agreement or a successor agreement provides for the employee to benefit under the Prior Plan or this Plan. Such person shall remain an Eligible Employee for purposes of this Plan, provided his responsibilities as a Union employee are with respect to the collective bargaining unit in which he had been a member. Such continued participation in this Plan shall be subject to the execution of an agreement between the Union and the Employer and subject to the requirement that the Union make contributions on behalf

of the Union employee in an amount equal to the contribution that would be made if the Union employee was employed by the Employer.

14.2.03 Determination of Eligibility

The Board of Managers shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Employer. Such determination shall be conclusive and binding upon all persons, as long as the same is made pursuant to this Section 14.2.

14.2.04 Termination of Eligibility

- (a) In the event a Participant shall go from a classification of an Eligible Employee to an ineligible Employee, such Participant shall continue to vest in his Accrued Benefit under the Plan for each Period of Service completed while a noneligible Employee, until such time as his Accrued Benefit shall be forfeited or distributed pursuant to the terms of the Plan.
- (b) In the event an Employee who is not a member of an eligible class of Employees becomes a member of an eligible class, such Employee will participate immediately if such Employee would have otherwise previously become a Participant.

14.2.05 Part-Time Employees

- (a) A Part-Time Employee shall become an Eligible Employee and a Participant in the Plan on the January 1 or July 1 next following the completion of 1,000 Hours of Employment during an Eligibility Computation Period. A Part-Time Employee's Eligibility Computation Period shall be the twelve (12) month period beginning as of the date such Part-Time Employee first completes an Hour of Employment. Thereafter, the Eligibility Computation Period shall be the Plan Year, commencing with the Plan Year which begins after the date the Part-Time Employee first completes an Hour of Employment. For purposes of this Section 14.2.05(a), a Part-Time Employee's Eligibility Computation Period shall include any continuous period commencing on the date such Part-Time Employee first completed an Hour of Employment with Liberty Lines under the Prior Plan provided that such Part-Time Employee became an Employee on the Effective Date.
- (b) Hour of Employment means:
 - (i) Each hour for which the person is directly or indirectly paid or entitled to payment for the performance of duties or for the period of time when no duties are performed, irrespective of whether the employment relationship has terminated, such as vacation, holiday, reduction of force, layoff, jury duty or leave of absence. No more than five hundred and one (501) Hours of Employment are required to be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period).

- (ii) A person shall receive credit for an Hour of Employment for each hour for which back pay has been awarded or agreed to, irrespective of mitigation of damages, provided that each such hour shall be credited to the computation period to which it pertains, rather than the computation period in which the award or agreement is made, and further provided that no such award or agreement shall have the effect of crediting an Hour of Employment for any hour for which the person previously received credit under (i) above.
- (c) A Part-Time Employee means an Employee who is regularly scheduled to complete less than one thousand (1,000) Hours of Employment in a Plan Year or who is designated as a Part-Time Employee under the terms of the collective bargaining agreement.

14.3 Uninterrupted Seniority And Breaks In Service For Vesting And Benefit Accrual

14.3.01 Uninterrupted Seniority for Vesting Service

For purposes of determining a Participant's vested interest in his Accrued Benefit, the 'Uninterrupted Seniority' of such Participant shall be the aggregate of his Periods of Service subject to the provisions of Section 14.3.03 hereof, as of the date benefits are to be determined under any of the provisions of the Plan. For these purposes, Periods of Service shall include Covered Employment and any other service with the Employer. For such purposes, the Uninterrupted Seniority for each Participant shall also include the Period of Service to which the Participant was entitled on the Effective Date under the Prior Plan for purposes of vesting.

14.3.02 Severance from Service Date

A Severance from Service Date shall be deemed to occur on the earlier of:

- (a) the date on which the Participant quits, retires, is discharged or dies; or
- (b) the first anniversary of the first date of a period in which the Participant remains absent from service (with or without pay) with the Employer for any reason other than quit, retirement, discharge or death, subject to the provisions of Section 14.3.03 hereof.

14.3.03 Extensions of Service

A Severance from Service Date shall not be deemed to have occurred under the conditions set forth in Section 14.3.02 hereof in the event of absence from employment for lay-off, leave of absence, jury duty, labor management dispute, illness or injury. Notwithstanding the preceding sentence, if employment is not resumed at the end of any period of absence from employment stated above, service will be considered to have terminated as of the date to which absence from employment began and the provisions of Section 14.3.02 hereof will apply.

14.3.04 Additional Service Allowance

If a Participant performs an Hour of Service within twelve (12) months of the Severance from Service Date, the Period of Severance shall be included as a Period of Service for purposes of determining years of Uninterrupted Seniority for vesting and benefit distribution purposes under any of the provisions of the Plan.

14.3.05 Uninterrupted Seniority for Benefit Accrual and Eligibility to Commence Receiving Benefits.

- (a) Except as provided in Sections 14.3.05(b), (c), (d), (e) and (f) below, for purposes of determining the amount of a Participant's Accrued Benefit and eligibility to commence receiving benefits under this Plan, the Uninterrupted Seniority of such Participant, as of the date the benefits are to be determined under the Plan, shall include all Periods of Service with the Employer during which time the Participant was a Participant in the Plan and shall include a Participant's Uninterrupted Seniority under the Prior Plan for purposes of determining eligibility to commence receiving distributions under the Prior Plan.
- (b) For purposes of determining the amount of a Participant's Accrued Benefit and eligibility to commence receiving benefits under this Plan, the Uninterrupted Seniority of a Participant covered by the Impasse Award, the ATU 1179 Agreement, the ATU 1181 Agreement or the TWU 106 Agreement, who, prior to the applicable Article 14 Amendment Date, was a participant under this Article or Article 15, 16, 17 or 19 shall include, as of the date the benefits are to be determined under the Plan, all Periods of Service with the Employer, and shall include any Period of Service credited to such participant under the terms of such prior Article.
- (c) For purposes of determining the amount of a Participant's Accrued Benefit and eligibility to commence receiving benefits under this Plan, the Uninterrupted Seniority of a Participant covered by the TWU 106 Agreement, who, prior to the applicable Article 14 Amendment Date, was not a participant under this Article or Article 15, 16, 17 or 19 shall include, as of the date the benefits are to be determined under the Plan, all Periods of Service with the Employer on or after January 1, 2015, and shall include any prior Period of Service with the Employer for purposes of determining eligibility to commence receiving distributions.
- (d) In computing years of Uninterrupted Seniority for benefit accrual, and eligibility to commence receiving benefits, a major fraction of a year shall be considered to be a year. In no event shall an Employee receive Uninterrupted Seniority for such purposes for any period of employment during which the Employee elected not to or was not permitted to make Employee Contributions.

14.3.06 Uninterrupted Seniority Following a Break in Service

- (a) For a Participant who shall have incurred a Break in Service and subsequently thereto shall become reemployed, both periods of employment shall be aggregated for purposes of determining Uninterrupted Seniority except that if the Participant shall not have satisfied the requirements for a deferred vested benefit prior to the Break in Service, and if upon unemployment his Break in

Service shall equal or exceed the greater of (i) five (5) years or (ii) his number of Uninterrupted Seniority years, he shall be deemed newly employed for all purposes hereunder and his Uninterrupted Seniority shall not include any period prior to the such Break in Service.

- (b) Any period for which a Participant is eligible to make contributions to the Plan and fails to do so shall not be included in the Participant's Uninterrupted Seniority. Any period for which a Participant makes the required contributions and later receives a cash refund thereof pursuant to the provisions of Section 14.7.01, and for which he is eligible to repay said withdrawal or refund pursuant to the provisions of Section 14.7.04, shall be included in a Participant's Period of Service for the sole purpose of determining whether a Participant has earned a vested right to a pension as provided in Section 14.8.02 hereof or a right to distribution of benefits, provided, however, that this subsection shall not limit the effect of a. repayment pursuant to the provisions of Section 14.7.04.
- (c) Failure of a Participant to make payments required under this Plan for any period when the Participant was absent because of illness or because of a strike or because of Authorized Leave of Absence shall not interrupt his service provided he makes the payments required under Section 14.2.01. Anything contained in this Section 14.3 notwithstanding, a Participant's Seniority shall not be deemed "interrupted" as defined herein if such Participant is laid off, that is, involuntarily released on a temporary basis by reason of a reduction in force and, further, returns to employment within one year of the date of such layoff. No contributions shall be required for this period. The duration of the layoff shall not be counted in computing Periods of Service.

14.3.07 Return to Employment after Disability

If a Participant retired on Disability recovers and returns to Covered Employment with the Employer, he shall be entitled to his Uninterrupted Seniority accrued as of the time his absence for Disability commenced. No Uninterrupted Seniority shall accrue, however, for the period of time that the Participant received benefits for Disability, or prior to his return to Covered Employment.

14.3.08 Service in the Armed Forces

- (a) Any Employee who left Covered Employment to enter the Armed Forces of the United States, and whose reemployment rights are protected by Federal law, shall be credited with a Period of Service for the period of his military service, that he would have earned had he instead continued his prior employment, provided that the Employee returns to work in compliance with any requirements of such law.
- (b) If a Participant shall be unemployed in employment covered by the Plan following an absence caused by military service as provided in subsection (a) above, he shall be given a reasonable opportunity to contribute to the Plan the amounts which he would have been required to contribute had he remained in employment covered by the Plan during the period of military service plus

interest thereon. If the Participant shall agree to make such contributions, his normal pension benefit, determined in accordance with Section 14.5, shall be determined on the basis of all his Uninterrupted Seniority, including the period of military service.

- (c) If a Participant described in subsection (a) above shall decline to make contributions to the Plan as described in subsection (b) above, his normal pension benefit, determined in accordance with Section 14.5, shall be determined on the basis of all his Uninterrupted Seniority, including the period of military service; provided, however, that the benefit will be reduced by an amount which is the Actuarial Equivalent of the amount of contributions which the Participant would have been required to make to the Plan had he remained in employment covered by the Plan during the period of military service, plus interest thereon.

14.3.09 Uninterrupted Seniority for Vesting, Eligibility to Commence Receiving Distributions and Benefit Accrual Purposes for Part-Time Employees

- (a) Uninterrupted Seniority for vesting purposes and for purposes of eligibility to commence receiving distributions for Part-Time Employees means a Plan Year in which a Part-Time Employee completes one thousand (1,000) Hours of Employment and shall include a Part-Time Employee's Uninterrupted Seniority under the Prior Plan for vesting purposes and for purposes of determining eligibility to commence receiving distributions under the Prior Plan.
- (b) Uninterrupted Seniority for benefit accrual purposes for Part-Time Employees means a Plan Year in which a Part-Time Employee who has become a Participant in accordance with the provisions of Section 14.2.05 of the Plan completes at least one thousand (1,000) Hours of Employment and makes the mandatory Employee Contributions required pursuant to Section 14.2.01. Hours of Employment completed prior to the date on which a Part-Time Employee becomes a Participant pursuant to the provisions of Section 14.2.05 shall not be counted for this purpose.

14.4 Retirement Conditions

14.4.01 Normal Retirement

The Normal Retirement Date of a Participant shall be the first day of the month coinciding with or next following the date he attains Normal Retirement Age.

14.4.02 Delayed Retirement

If a Participant shall remain in employment beyond his Normal Retirement Date, his Delayed Retirement Date shall be the first day of the month coinciding with or next following the date such Participant notifies the Employer that his retirement is to be effective. A Participant who remains in employment beyond his Normal Retirement Date, shall be deemed to have retired on the first day of the first month in which he completes less than forty (40) Hours of Service.

14.4.03 Early Retirement

- (a) A Participant may elect to retire from the employment of the Employer prior to his Normal Retirement Date on his Early Retirement Date, which is the first day on any month coinciding with or following the date he both attained the age of fifty-seven (57) has completed twenty (20) years of Uninterrupted Seniority and elects to retire. Such a Participant may further elect to have his retirement benefit commence on the first day of any month between his Early Retirement Date and his Normal Retirement Date.
- (b) If a Participant separates from Covered Employment before satisfying the age requirement for early retirement, but has satisfied the Uninterrupted Seniority requirement, the Participant will be entitled to elect commencement of his retirement benefit upon satisfaction of such age requirement.
- (c) Prior Plan Uninterrupted Seniority will be credited toward the 20-year Uninterrupted Seniority requirement for Early Retirement under this Plan.
- (d) Special Early Retirement Date - Notwithstanding subparagraphs (a), (b) or (c) above, effective as of the relevant Article 14 Amendment Date, a Participant previously covered by Article 15 who was hired prior to June 9, 2009 and was covered by the Impasse Award, may elect to retire from the employment of the Employer prior to his Normal Retirement Date on his Special Early Retirement Date, which is the first day on any month coinciding with or following the date he both (i) has attained age fifty-five (55) and (ii) has twenty (20) years of Uninterrupted Seniority and elects to retire.

14.4.04 Disability Retirement

Upon demonstration of a Participant's Disability to the satisfaction of the Board of Managers, the Participant shall be eligible for Disability Retirement under Section 14.8.06 provided he has completed ten (10) years of Uninterrupted Seniority. Prior Plan Uninterrupted Seniority will be credited toward the 10-year Uninterrupted Seniority requirement for Disability Retirement under this Plan.

14.4.05 Suspension of Benefits

- (a) If a Participant who is receiving or is entitled to receive retirement benefits under this Plan re-enters employment hereunder or of any other employer in the industrial and geographic jurisdiction of the Union, the Board of Managers shall suspend such benefits during the period of such employment. Upon subsequent termination of such employment and upon reapplication by the Participant to the Board of Managers, benefit payments will resume on the first day of the month following approval of his reapplication to the Board of Managers. Such benefit amount shall be determined pursuant to Section 14.5.01 as of his subsequent retirement date and the Participant's Uninterrupted Seniority for benefit accrual purposes earned prior and subsequent to his reemployment hereunder, reduced by the actuarial value of the payments previously made; but in no event less than the benefit amount as paid prior to the suspension of his pension. For the purpose of the above sentence, a Participant who has satisfied the requirements for a normal

retirement benefit pursuant to the provisions of Section 14.4.01 shall not be considered as having entered employment hereunder, unless such employment is for forty (40) or more hours per month.

- (b) The Board of Managers shall have the right to deduct, from payments becoming due after the Participant ceases such active work, any payments made during the period of employment and prior to the date they had notice that the Participant was so employed. In no event, however, will the deduction for any month exceed twenty-five percent (25%) of the monthly benefit otherwise payable to such Participant. The Board of Managers may require of each retired Participant proof that he is not working full or Part-Time for the Employer hereunder or any other employer in the industrial and geographic jurisdiction of the Union; but the Board of Managers shall not require such proof more often than once in a calendar quarter. Failure to furnish such proof shall be grounds for suspension of pension payments until such proof has been furnished.
- (c) A Pensioner may request a ruling from the Board of Managers as to whether an occupation comes under the industrial and geographic jurisdiction of the Union by filing written notice thereof with the Board of Managers within 90 days from the date the Board of Managers issues such determination. As a result of such hearing, the Board of Managers may modify or correct the determination on the basis of proof submitted by the Participant and deemed satisfactory to the Board of Managers.
- (d) No payments shall be withheld by the Plan pursuant to this Section unless the Plan notifies the Participant by personal delivery or first class mail during the first calendar month or payroll period in which the Plan withholds payments that his or her benefits are suspended. Such notifications shall contain a description of the specific reasons why benefit payments are being suspended, a description of the plan provision relating to the suspension of payments, and a copy of such provisions. In addition, the notice shall inform the Participant of the Plan's procedures for affording a review of the suspension of benefits. Requests for such reviews may be considered in accordance with the claims procedure adopted by the Plan.
- (e) In the case of benefits payable periodically on a monthly basis for as long as a life (or lives) continues, such as a straight life annuity or a qualified joint and survivor annuity, an amount equal to the monthly retirement benefit shall be suspended.

14.4.06 Commencement of Benefits

- (a) Unless the Participant elects otherwise, distribution of benefits will begin no later than the 60th day after the latest of the close of the Plan Year in which:
 - (i) the Participant attains age sixty-five (65) (or Normal Retirement Age, if later);
 - (ii) occurs the tenth (10th) anniversary of the year in which the Participant commenced participation in the Plan or the Prior Plan; or

- (iii) the Participant terminates service with the Employer.
- (b) Notwithstanding the foregoing, the failure of a Participant and Spouse to consent to a distribution while a benefit is immediately distributable, within the meaning of Section 14.8.05 of the Plan, shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this Section.

14.5 Retirement Benefits

14.5.01 Normal Retirement Benefit

- (a) Except as provided in paragraphs (b), (d) and (e), below, a Participant, including a Participant who, prior to the applicable Article 14 Amendment Date, was a participant of Article 15, 16, 17 or 19, shall, upon retirement at his Normal Retirement Date, receive a monthly retirement benefit which shall commence on such retirement date and shall be payable under the Normal Form of Retirement Benefit. The amount of each such monthly retirement benefit shall be equal to his years of Uninterrupted Seniority multiplied by \$105.00.
- (b) For any Participant who, prior to the Article 14 Amendment Date, was a Participant of Article 14, shall, upon retirement at his Normal Retirement Date, receive a monthly retirement benefit which shall commence on such retirement date and shall be payable under the Normal Form of Retirement Benefit. The amount of each such monthly retirement benefit shall be equal to his years of Uninterrupted Seniority multiplied by \$105. 00.
- (c) The amount of normal pension for an eligible Part-Time Employee in accordance with Section 14.2.05 hereof shall be twenty-five percent (25%) of the amount otherwise determined in accordance with the provisions of this Section 14.5.01.
- (d) Effective October 1, 2008, a Participant who was an Employee represented by Transport Workers Union, Local 100, AFL-CIO, and retired from the Employer at his Normal Retirement Date or Disability Retirement Date on or after January 1, 2005 but prior to October 1, 2008, shall, receive a monthly benefit under the Normal Form of Retirement Benefit equal to his years of Uninterrupted Seniority multiplied by \$105.00.
- (e) Effective January 1, 2014, a Participant who was an Employee represented by the Transport Workers Union, Local 106, AFL-CIO, and retired from the Employer at his Normal Retirement Date or Disability Retirement Date on or after December 22, 2008 but prior to January 1, 2014, shall, receive a monthly benefit under the Normal Form of Retirement Benefit equal to his years of Uninterrupted Seniority multiplied by \$105.00.

14.5.02 Delayed Retirement Benefit

A Participant shall, upon retirement on his Delayed Retirement Date, receive a monthly retirement benefit which shall commence on the date of such retirement or

the first day of any month thereafter (but no later than required by Section 3.09) and shall be payable under the Normal Form of Retirement Benefit. The amount of each such monthly retirement benefit shall be determined in the same manner as for retirement at his Normal Retirement Date except that years of Uninterrupted Seniority and benefit rate shall be determined as of the date of his actual retirement.

If a Participant's Delayed Retirement Date is on or after the April 1 following the calendar year in which the Participant attains age 70-1/2; in no event will the amount payable to a Participant at such Delayed Retirement Date be less than the amount determined above as of the April 1 following the calendar year in which the Participant attains age 70-1/2 actuarially increased under Section 14.1.04, with respect to the period commencement is deferred.

14.5.03 Early Retirement Benefit

A Participant shall, upon retirement on Early Retirement Date, receive his Accrued Benefit which shall commence on the date elected in accordance with Section 14.4.03 and shall be payable under the Normal Form of Retirement Benefit. The amount of such monthly retirement benefit shall, be determined in the same manner as for retirement at his Normal Retirement Date; except that years of Uninterrupted Seniority and benefit rate shall be determined as of his Early Retirement Date. The benefit shall be reduced based on the number of months by which the Participant's early retirement precedes his attainment of age sixty-two (62) using the factors in Section 14.1.04.

14.5.04 Special Early Retirement

A Participant who was previously covered by Article 15 and was hired prior to June 9, 2009 and who elects to retire on his Special Early Retirement Date and immediately receive his Accrued Benefit, shall have his benefit reduced by three (3) percent for each year by which the Participant's special early retirement precedes his attainment of age fifty-seven (57).

14.5.05 Required Benefit Commencement

If a Participant's benefit commences in accordance with Section 3.09, such benefit shall be recalculated for each calendar year following the initial distribution on the basis of his Uninterrupted Seniority and the benefit rate under Section 14.5.01 in effect as of each January, reduced by the actuarial value of the payment previously made, but in no event less than the benefit amount paid prior to the recalculation.

14.6 Joint And Survivor And Preretirement Death Benefits

14.6.01 Automatic Joint And Survivor Annuity

- (a) If the present value of the vested Participant's benefit is in excess of \$5,000, a married Participant's vested Accrued Benefit will be paid in the form of an automatic joint and survivor annuity and an unmarried Participant's vested Accrued Benefit will be paid in the form of a life annuity. The Participant may elect to have such annuity distributed upon attainment of the earliest retirement age under the Plan.

- (b) An “automatic joint and survivor annuity” is an immediate nontransferable annuity for the life of the Participant with a survivor annuity for the life of the Spouse which is fifty percent (50%) of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse and which is the Actuarial Equivalent of the Normal Form of Retirement Benefit.

However, if the Spouse predeceases the Participant, the benefit shall revert to the increased life annuity amount for the lifetime of the Participant.

- (c) A Participant’s “earliest retirement age” is the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.

14.6.02 Qualified Preretirement Survivor Annuity

- (a) If a vested Participant dies after the earliest retirement age, but prior to the Annuity Starting Date, such Participant’s surviving Spouse, if any, will receive the same benefit that would be payable if the Participant had retired with an immediate automatic joint and survivor annuity payable on the day before such Participant’s death. The surviving Spouse may elect to commence payments under such annuity on the first day of any month after the Participant’s death. The actuarial value of benefits which commence later than the date on which payments would have been made to the surviving Spouse under an automatic joint and survivor annuity in accordance with this provision shall be adjusted to reflect the delayed payment. In calculating the actuarial value of such benefit, the Participant’s age will be assumed to be his age at his date of death.
- (b) If a vested Participant dies on or before the earliest retirement age, the Participant’s surviving Spouse (if any) will receive the same benefit that would be payable if the Participant had:
 - (i) separated from service on the date of death (or date of separation from service, if earlier),
 - (ii) survived to the earliest retirement age,
 - (iii) retired with an immediate qualified joint and survivor, annuity at the earliest retirement age, and
 - (iv) died on the day after the earliest retirement age.
- (c) A surviving Spouse will begin to receive payments at the Participant’s earliest retirement age. Benefits commencing after the Participant’s earliest retirement age will be the Actuarial Equivalent of the benefit to which the surviving Spouse would have been entitled if benefits had commenced at the earliest retirement age under an immediate automatic joint and survivor annuity.
- (d) For the purposes of this Section 14.6.02, the benefit payable to the surviving Spouse shall be attributable to Employee Contributions in the same proportion as the total Accrued Benefit derived from Employee Contributions is to the Accrued Benefit of the Participant.

14.6.03 Qualified Election

A married Participant may waive the automatic joint and survivor annuity described in Section 14.6.01 and receive a life annuity, receive a refund of his contributions under Section 14.7, or designate as Beneficiary someone other than his Spouse, except for the benefit payable under the provisions of Section 14.6.06 hereof, only if:

- (a) the Participant's Spouse consents in writing to the election;
- (b) the Spouse's consent acknowledges the effect of the election; and
- (c) the Spouse's consent is witnessed by a Plan representative or notary public. Additionally, a Participant's waiver of the qualified joint and survivor annuity will not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent, or the spouse expressly permits designations by the Participant without any further spousal consent.

If it is established to the satisfaction of the Board of Managers that such written consent may not be obtained because there is no Spouse or the Spouse cannot be located, a waiver will be deemed a qualified election.

Any consent by a Spouse obtained under this provision (or establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to such Spouse. A consent that permits designations by the Participant without any requirement of further consent by such Spouse must acknowledge that the Spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time prior to the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in 14.6.04 below.

14.6.04 Notice Requirements

- (a) With regard to the automatic joint and survivor annuity described in Section 14.6.01, the Board of Managers shall provide each Participant, no less than thirty (30) days and no more than ninety (90) days prior to the Annuity Starting Date, a written explanation of
 - (i) the terms and conditions of an automatic joint and survivor annuity;
 - (ii) the Participant's right to make and the effect of an election to waive the automatic joint and survivor annuity form of benefit;
 - (iii) the rights of a Participant's Spouse;
 - (iv) the rights to make, and the effect of, a revocation of a previous election to waive the automatic joint and survivor annuity; and
 - (v) the relative values of the various optional forms of benefit under the Plan.

- (b) Notwithstanding any provisions of the Plan to the contrary, any distribution may commence less than 30 days after the notice required in subsection (a) is given, provided that:
- (i) the Board of Managers clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option),
 - (ii) the Participant, after receiving the notice, affirmatively elects a distribution,
 - (iii) the Participant must be permitted to revoke an affirmative distribution election at least until the Annuity Starting Date, or, if later, at any time prior to the expiration of the seven-day period that begins the day after the notice is provided to the Participant, and
 - (iv) distribution in accordance with the affirmative election does not commence before the expiration of the seven-day period that begins the day after the notice is provided to the Participant.

14.6.05 Lump-Sum Death Benefit

A lump-sum death benefit shall be payable to the designated Beneficiary of a person who is receiving pension payments under the normal, early or Disability provisions of the Plan. The amount of the lump-sum death benefit is two thousand five hundred dollars (\$2,500). This benefit shall be in addition to, and not in limitation of, any other benefits provided under the terms of this Plan. The benefit shall be paid as soon as practicable after the date of such Participant's death.

14.6.06 Optional Elections

Each married vested Participant whose Accrued Benefit has a present value in excess of \$5,000, shall have the right, at any time and from time to time prior to the commencement of a retirement benefit hereunder, to elect to have such retirement benefit payable under any one of the options hereinafter set forth in this Section in lieu of the retirement benefit otherwise payable under any of the provisions of the Plan. The amount of any optional retirement benefit shall be the Actuarial Equivalent of the Normal Form of Retirement Benefit otherwise payable to such Participant. The Participant shall make such an election by written request to the Board of Managers and such an election will be subject to the spousal consent requirement of Section 14.6.03 hereof.

Joint and Survivor Option: A married Participant may elect to receive a monthly retirement benefit during the lifetime of the Participant and have either fifty percent (50%) or one hundred percent (100%) of such monthly retirement benefit continued after the Participant's death to a Spouse during the remaining lifetime of the Spouse within the restrictions, contained in Section 3.09.

Five and Ten Year Certain Optional Election

- (a) As of the relevant Plan Amendment Date, a Participant who (i) was covered by the Impasse Award, (ii) was a Participant under Article 15, and (iii) retires from the Employer on or after October 1, 2008, shall have, in addition to the payment options described in Section 14.6.06, and subject to the spousal consent requirements of Section 14.6.03, the option to elect an annuity for the life of the Participant, with sixty (60) monthly payments guaranteed.
- (b) As of the relevant Plan Amendment Date, a Participant who (i) was covered by the Agreement with Transport Workers Union, Local 100, AFL-CIO, (ii) was a Participant under Article 16, and (iii) retires from the Employer on or after October 1, 2008, shall have, in addition to the payment options described in Section 14.6.06, and subject the spousal consent requirements of Section 14.6.03, the option to elect an annuity for the life of the Participant, with one hundred twenty (120) monthly payments guaranteed.

14.6.07 Limitation on Optional Elections

- (a) Payments under any optional retirement benefit elected under the provisions of Section 14.6.06 hereof shall be subject to the distribution period restrictions of Section 3.09.
- (b) A Participant may not elect irrevocably before retirement any option which would with certainty pay all or part of his non-forfeitable interest to a designated Beneficiary after the Participant's death.
- (c) Any annuity contract distributed by the Plan must be nontransferable.
- (d) Once distributions under an optional form of benefit have begun, such form of payment shall be irrevocable except in the case of a distribution made in the form of a joint and survivor annuity where the Spouse predeceases the Participant, in which case the joint and survivor form of payment shall be automatically converted to an Actuarial Equivalent life annuity.

14.6.08 Further Limitation on Optional Elections

After an election of an option has been made, such election shall be automatically null and void in the following circumstances:

- (a) If the survivor annuitant predeceases the Participant or ceases to be married to the Participant prior to his actual retirement under the Plan, the option shall not become effective, and payment shall be made as otherwise provided in the Plan as if an option had never been elected; except that if the Participant remarries prior to the date of his actual retirement, he will be permitted to again elect a joint and survivor option naming his new Spouse as survivor annuitant, provided he fulfills all other requirements of Section 14.6.01.
- (b) If the Participant who had elected an option dies prior to actual retirement under the Plan, the option shall not become effective and the survivor annuitant shall not be entitled to any payments under the provisions of this Section 14.6, except as may be provided by Section 14.6.02 hereof.

14.7 Return Of Contributions

14.7.01 Upon Termination of Employment Prior to Vesting

Any Participant who loses his status as an Employee hereunder before having completed five (5) years of Uninterrupted Seniority for vesting purposes, whether by reason of his resignation from or abandonment of his employment with the Employer, or by reason of his discharge from employment, or who loses his status as an Employee hereunder for any other reason whatsoever, shall be entitled to and shall be paid a refund of his contributions, with interest at the rate of one hundred twenty percent (120%) of the federal mid-term rate (as in effect under Code Section 1274 for the first month of a Plan Year) from the beginning of the first Plan Year to which Code Section 411(a)(2) would apply if applicable and ending with the date on which the determination is being made, and shall not be entitled to any benefits hereunder. Any Participant who loses his status as an Employee as described above, but after having completed five (5) years of Uninterrupted Seniority for vesting purposes, shall still be entitled to a benefit upon attaining age sixty-five (65). The amount of such pension shall be calculated in accordance with Section 14.5.01, but will be reduced by the value of such Participant's Employee Contribution Benefit determined in accordance with Section 14.1.17, which has been received by the Participant; provided further, such Participant may elect not to withdraw such contribution plus interest, in which case his pension upon attaining age sixty-five (65) will be calculated as in Section 14.5.01. Any election by such Participant to withdraw his contributions with interest must be made in accordance with the provisions of Section 14.6.03.

14.7.02 Refund upon Death

- (a) If a Participant dies prior to satisfying the requirements for a benefit under Section 14.4.03, the Plan shall pay to the Beneficiary designated by such Participant, or to his widow, or to the guardian of his minor children if his wife has pre-deceased him, or to his estate, the total amount of such Participant's contributions with interest except as provided in subsection (b) hereof. Interest shall be determined as provided in Section 14.7.01. The provisions of this Section 14.7.02 shall not apply if the Participant's Spouse is entitled to a Spouse's pension, as provided in Section 14.6.02(a). The benefit payable to the Spouse of a Participant under the provisions of Section 14.6.02(c) hereof will be reduced by the Employee Contribution Benefit, determined in accordance with Section 14.1.17, which has been received by such Spouse under the provisions of this Section 14.7.02.
- (b) The Spouse of the Participant who is eligible for a benefit under the provisions of Section 14.6.02(c) hereof may elect not to take a distribution of the deceased Participant's contributions plus interest in which event the benefit payable to such Spouse under the provisions of Section 14.6.02(c) hereof will not be reduced as provided under subsection (a) hereof. However, if a Spouse elects not to take a distribution of a Participant's contribution with interest and then dies prior to the commencement of benefits under the provisions of Section 14.6.02(c), the Participant's contribution with interest will be paid to the Spouse's designated Beneficiary.

14.7.03 Cessation of Payment Upon Death

In the event a Participant dies after monthly pension payments have commenced, no further payment shall be made from the Plan and his estate or any Beneficiary designated by such deceased Participant shall have no claim under the provisions of this Plan, except that the balance, if any, of the Participant's contribution to the Plan shall be paid to the deceased Participant's designated Beneficiary or legal representative, and lacking such designated Beneficiary or legal representative to his heirs or next of kin. The provisions of this Section 14.7.03 shall not apply if the Participant's Spouse will receive a Spouse's pension, as provided in Section 14.6.01 or Section 14.6.02(a).

14.7.04 Repayment of Contribution Upon Reemployment

If the employment of a Participant is terminated prior to his completion of five (5) years of Uninterrupted Seniority for vesting purposes, he shall receive a cash refund equal to his contribution plus interest, as provided in Section 14.7.01. If such a Participant shall thereafter again become a Participant hereunder and provided that he has not been absent from employment under the Plan for the Break in Service period described in Section 14.3.06(a) hereof, such Participant may, within five (5) years of his date of reemployment, repay the amount of the contributions and interest thereon paid to him in accordance with this paragraph, together with interest from the date of payment to the date of repayment, in accordance with the provisions of Section 14.1.17. If he so repays, he shall be treated as if he never received a refund of his contribution hereunder.

14.8 Benefits On Termination Of Employment And Retirement Disability

14.8.01 Termination Generally

All rights of a Participant to all benefits under this Article will cease upon his termination of Covered Employment prior to satisfaction of the conditions for retirement set forth in Section 14.4 of this Article, for a reason other than death, except as otherwise provided in the following Sections of this Article. The only benefits of any kind payable under any of the provisions of this Article in the event of the death of a Participant prior to commencement of his retirement benefit are those provided in Section 14.6 hereof.

14.8.02 Conditions for Vested Retirement Benefits

If a Participant is in the employment of the Employer on the date he attains Normal Retirement Age, he shall have a one hundred percent (100%) vested interest in his Accrued Benefit. If the Participant terminates Covered Employment at any time prior to his Normal or Early Retirement Date, other than by Disability, the Participant shall have a vested interest in his Accrued Benefit equal to the percentage determined in accordance with the following schedule on the basis of his Years of Uninterrupted Seniority for vesting purposes:

<u>Number of Years</u>	<u>Percentage of Accrued Benefit</u>
Less than 5 full years	0%
5 full years	100%

14.8.03 Amount of Vested Retirement Benefits

- (a) A terminated vested Participant shall receive his Accrued Benefit, determined as provided in this Section 14.8.03, commencing on his Normal Retirement Date. The amount of monthly retirement benefit payable shall be determined in the manner provided in Section 14.5.01 with years of Uninterrupted Seniority for benefit accrual purposes determined as of the date of his termination of employment.
- (b) If a Participant satisfies the requirements for the commencement of benefits prior to his Normal Retirement Date in accordance with the provisions of Section 14.4.03(b) the amount of such pension shall be the vested amount provided in Section 14.8.02 reduced as provided in Section 14.1.04.

14.8.04 Single Sum Payment of Value of Vested Retirement Benefits

- (a) The Board of Managers shall direct the Trustee to pay a Participant, in a single sum, an amount equal to the Actuarial Equivalent value, as of the date of payment of the vested Accrued Benefit payable in lieu of any other form of such retirement benefit, provided the amount of such Actuarial Equivalent is not in excess of \$5,000. The Actuarial Equivalent value of such cash out, shall be determined in accordance with the provisions of Section 14.1.04 of the Plan. The nonvested portion of a Participant's Accrued Benefit, if any, shall be treated as a forfeiture upon such cash out. For purposes of this Section, if the Actuarial Equivalent value of a Participant's vested Accrued Benefit is zero, the Participant shall be deemed to have received a distribution of such vested benefit.
- (b) If a Participant receives or is deemed to receive a distribution pursuant to this Section and the Participant resumes Covered Employment under the Plan, he shall have the right to restore his Employer-derived Accrued Benefit (including all optional forms of benefits and subsidies relating to such benefits) to the extent forfeited upon the repayment to the Plan of the full amount of the distribution plus interest in accordance with the provisions of Section 14.7.01. Such repayment must be made not later than five (5) years after the first date on which the Participant is subsequently reemployed in Covered Employment, or the date the Participant incurs a Break in Service following the date of distribution of five (5) years.

14.8.05 Participant and Spouse Consent for Immediately Distributable Benefits

If the present value of a Participant's vested Accrued Benefit derived from Employer and Employee Contributions, if any, exceeds (or at any time of any prior distribution exceeded) \$5,000, and the Accrued Benefit is immediately distributable, the Participant and the Participant's Spouse (or where either the Participant or the Spouse has died, the survivor) must consent to any distribution of such Accrued Benefit. The consent of the Participant and the Participant's Spouse shall be obtained in writing within the 90-day period ending on the Annuity Starting Date. The Board of Managers shall notify the Participant and the Participant's Spouse of the right to defer any distribution until the Participant's Accrued Benefit is no longer immediately distributable. Such notification shall include a general description of the

material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of Code Section 417(a)(3), and shall be provided no less than thirty (30) days and no more than ninety (90) days prior to the Annuity Starting Date. Notwithstanding the foregoing, only the Participant need consent to the commencement of a distribution in the form of an Automatic Joint and Survivor Annuity, described in Section 14.6.01 of the Plan, while the Accrued Benefit is immediately distributable. Neither the consent of the Participant nor the Participant's Spouse shall be required to the extent that a distribution is required to satisfy Section 401(a)(9) or Section 415 of the Code. An Accrued Benefit is "immediately distributable" if any part of the Accrued Benefit could be distributed to the Participant (or surviving Spouse) before the Participant attains (or would have attained if not deceased) the later of Normal Retirement Age or age sixty-two (62).

14.8.06 Disability Termination

- (a) A Participant shall be eligible for a Disability Retirement as defined in Section 14.4.04 if he has incurred, through some unavoidable cause, a total and permanent Disability as defined in Section 14.1.10. Disability shall be deemed to have resulted from an unavoidable cause unless it was contracted, suffered, or incurred while the Participant was engaged in a willful criminal enterprise or resulted from a deliberate self-inflicted injury.
- (b) Upon a Participant's retirement under this Section 14.8.06, the Participant shall be automatically entitled to receive a monthly retirement benefit, commencing, on the first day of the seventh month following his date of Disability ("Disability Retirement Date"), and continuing on the first day of each month thereafter during his lifetime. Such monthly retirement benefit shall be determined in the same manner as the monthly retirement benefit payable upon retirement at the Normal Retirement Date of the Participant, determined as of the date of his Disability retirement.
- (c) Benefits payable under this Section 14.8.06 shall be in lieu of any benefits payable under any other Section of this Plan; provided however, any loss of rights to benefits under this Section 14.8.06 shall not deprive a Participant of any benefits that he might otherwise be entitled to receive under the Plan.
- (d) If a Participant loses all rights to any benefits under this Section 14.8.06 because, prior to his Normal Retirement Date, his total and permanent Disability has ceased, and if such Participant resumes Covered Employment immediately after the cessation of such Disability, then automatically after such resumption of employment he shall resume participation in the Plan. The benefits to which such Participant will subsequently be entitled, however, will be calculated in accordance with the provisions of Section 14.8.08 hereof.

14.8.06A Workers Compensation Payment Offset

For a Participant who was covered by the ATU 1179 Agreement and who retires under Section 14.8.06, effective as of the relevant Plan Amendment Date, each monthly retirement benefit shall be reduced by the amount of any Workmen's Compensation the Participant receives in such month before attaining his Normal

Retirement Age. Such Participants who retired on or after May 10, 2010 with a Disability Retirement shall not be subject to such offset.

14.8.07 Disability Retirement

Where a Participant applies to the Board of Managers for a Disability pension and the Board of Managers finds upon all the medical evidence before it that such Participant is totally and permanently disabled, it shall set forth in full the specific findings as to the nature, cause and extent of the Disability.

14.8.08 Review of Disability Pension Payments

The continued payment of a Disability pension shall be subject to review by the Board of Managers at any time upon motion of any member of the Board of Managers. If at any time before the Normal Retirement Date of a Participant who is the recipient of a Disability retirement pension, the Board of Managers finds based upon all the medical evidence before it that the Participant is no longer totally and permanently disabled, the Participant's Disability retirement benefits shall cease. Upon the subsequent retirement of such Participant, whether at normal retirement, early retirement, or a subsequent Disability retirement, the Participant's pension will be calculated as the sum of (i) a benefit based on the Participant's Uninterrupted Seniority determined as of his Disability Retirement Date, and (ii) a benefit based on the Participant's Uninterrupted Seniority earned after his Disability ceases, determined on his subsequent retirement date. Continued payment of a Disability pension shall not be subject to review after the Participant shall have attained the age of sixty-five (65), or, if the Participant has at least twenty (20) years of Uninterrupted Seniority for benefit distribution purposes, after he has attained the age of sixty-two (62), nor shall he be required to establish continuing Disability after such date.

14.8.09 No Forfeiture Upon Withdrawal of Employee Contribution

If a Participant has a nonforfeitable right to at least fifty percent (50%) of his Employer-derived Accrued Benefit, then no forfeitures will occur solely as a result of a Participant's withdrawal of Employee Contributions. Regardless of a Participant's nonforfeitable percentage, a withdrawal of Employee Contributions will not result in a forfeiture of any minimum benefit provided for under this Article.

14.8.10 Forfeiture for Cause

- (a) Except as provided in subsection (b), a Participant who, due to conduct which constitutes Cause occurring on or after June 27, 2012, incurs a termination of employment for Cause, a former Participant who is otherwise determined to have engaged in activity that constitutes Cause, or a Participant or former Participant who has been convicted of or pleads guilty to any crime related to activity that constitutes Cause, shall forfeit any and all benefits under this Plan, including, but not limited to, his or her benefit payable pursuant to Sections 14.5.01, 14.5.02, 14.5.03, 14.6.01, 14.6.02, 14.6.05, 14.6.06, 14.8.02, 14.8.03, 14.8.04, 14.8.06 and any survivor benefit in pay status or otherwise due.

- (b) For Participants and former Participants who are or were Employees covered by a collective bargaining agreement, the forfeiture provided by subsection (a) of this section shall not be applicable until agreed upon by the parties to such collective bargaining agreement.

Forfeiture under this Section 14.8.10 will apply with respect to a Participant who was terminated for Cause, a former Participant who was otherwise found to have engaged in conduct that constituted Cause, a Participant or former Participant who has been convicted of any crime related to activity that constitutes Cause or pleads guilty to a crime related to activity that constitutes Cause, and with respect to any Beneficiary of such a Participant or former Participant. The procedure for benefit forfeiture for Cause shall be pursuant to the procedure set forth in section 6.07.

14.9 Funding

14.9.01 Contributions by Participants

- (a) Each Participant shall be obligated and required to make contributions to the Plan in such amounts and at such times as shall be provided in the collective bargaining agreements or other agreements between the Employer and the Union.
- (b) Each Participant shall execute a wage deduction authorization, authorizing and directing the Employer to deduct weekly from any wages, vacation benefits or sick benefits payable to him by the Employer, the amounts payable under subsection (a) above and directing the Employer to pay over to the Plan, within ten (10) days after the day on which the deduction is made, the amount so deducted. Such authorization shall not be revocable. For each week for which no such authorization is on file with the Employer because of the failure of the Participant to execute and deliver such authorization, there shall be added to the Participant's obligation to the Plan the sum of one dollar (\$1.00) to cover administrative expenses, and no monies so paid over and above the basic contribution shall be refundable under any circumstances.
- (c) When for any week or weeks other than for a period described in Section 14.3.08 or Section 14.1.25 no deduction is made on behalf of an Employee because neither wages, vacation benefits nor sick benefits were paid to such Employee for such week or weeks, the deduction on such Employee's behalf in each subsequent week, or weeks, shall be one hundred fifty percent (150%) of the basic contribution rate until such. Employee's past obligations to the Plan are fully met.
- (d) Any Participant who transfers, or is transferred, to a position with the Employer not within the unit of Employees represented by the Union may continue as a Participant and retain his eligibility for benefits hereunder by so electing in a written statement filed with the Board of Managers or its designee, provided contributions are continued in amounts aggregating the Employer's plus the Employee's contributions required under this Section 10. Such contributions may be made by the Employer, the Employee or any combination thereof approved by the Employer. Any such Participant may elect to withdraw his contributions to the Plan by so notifying the Board of

Managers or its designee in writing. The repayment of such contributions by the Plan shall bear interest at the rate of one hundred twenty percent (120%) of the Federal mid-term rate as in effect on the first day of each Plan Year. Upon withdrawal of such contributions, the following shall govern:

- (i) If the Participant was transferred before completing five (5) years of Uninterrupted Seniority for vesting purposes, all his rights to benefits hereunder shall cease.
 - (ii) If the Participant was transferred after completing five years of Uninterrupted Seniority for vesting purposes; he shall be entitled, upon attaining age sixty-five (65), to that part of his normal pension benefit which is attributable to Employer contributions. This election to withdraw his own contributions shall be subject to the provisions of Section 14.6.03 hereof.
- (e) Participant contributions, plus the interest earned thereon, shall be nonforfeitable at all times.

14.10 Miscellaneous

14.10.01 Payments to Legally Incompetent.

If any Participant, Spouse or Beneficiary is a minor or is, in the judgment of the Board of Managers, otherwise legally incapable of personally receiving and giving a valid receipt for any payment due him under the Plan, the Board of Managers may, unless and until claim shall have been made by a duly appointed guardian or trustee of such person, make such payment or any part thereof to such person's Spouse, child, parent, brother, sister or other person deemed by the Board of Managers to have incurred expense for or assumed responsibility for the expenses of such person. Any payment so made shall be a complete discharge of any liability under the Plan for such payment.

14.10.02 Absence of Information.

The Board of Managers shall takes such steps as it may determine to be reasonably necessary with respect to the payment of benefits hereunder, including the postponement of any amount otherwise payable hereunder, to reflect the absence of any information necessary to determine the entitlement to, or the amount, of a Participant's benefit under the Plan due to his or her participation in the Prior Plan.

14.10.03 Non-Impairment

Notwithstanding any provision to the contrary, the benefits under this Article of any participant (i) whose participation is governed by the Impasse Award, the ATU 1179 Agreement, the ATU 1181 Agreement, or the TWU 106 Agreement, (ii) who had an accrued benefit, as of the Article 14 Amendment Date (iii) whose benefit, if determined under Articles 15, 16, 17, or 19 as provided as of the Article 14 Amendment Date is greater than that provided by this Article, shall be determined by the provisions of such other Article.