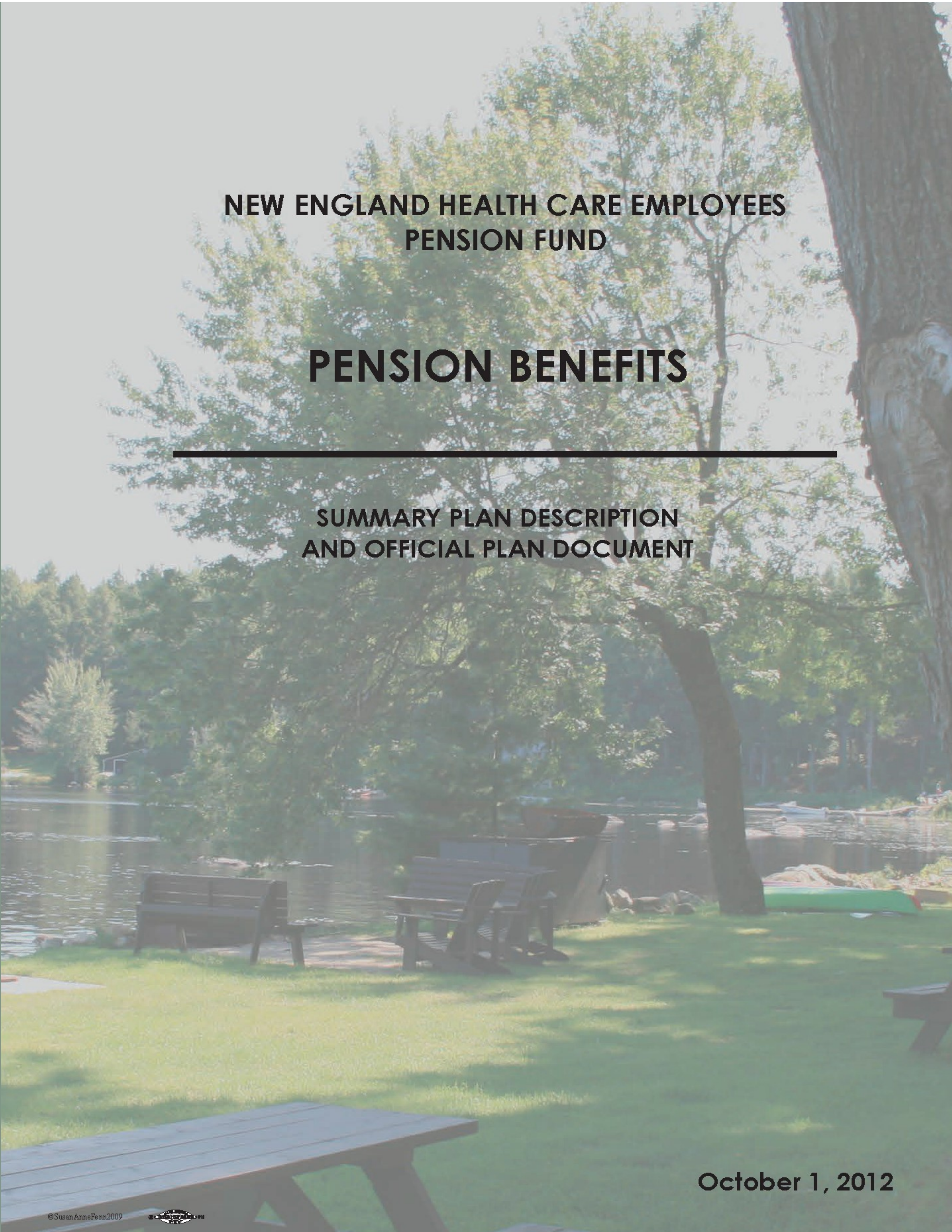

NEW ENGLAND HEALTH CARE EMPLOYEES PENSION FUND

PENSION BENEFITS

SUMMARY PLAN DESCRIPTION AND OFFICIAL PLAN DOCUMENT

October 1, 2012

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PLAN DOCUMENT

PENSION BENEFITS
EARNING & RECEIVING

FROM THE NEW ENGLAND
HEALTH CARE EMPLOYEES PENSION FUND

DOCUMENTO OFICIAL DEL PLAN Y DESCRIPCION RESUMIDA DEL PLAN DEL NEW ENGLAND HEALTH CARE EMPLOYEES PENSION FUND

Este folleto contiene en ingles:

- El documento oficial del Plan delineando las reglas y normas de su Plan de Pension hasta esta fecha.
- Un resumen de sus derechos y beneficios actualmente proveidos por ci New England Health Care Employees Pension.

Si usted no comprende el documento del Plan o la descripción resumida del Plan y necesita ayuda, por favor Ilame o escriba a la oficina del Fondo:

New England Health Care
Employees Pension Fund
77 Huyshope Avenue
Hartford, CT 06106
860-728-1100 o 1-800-227-4744

Las horas de operación de la oficina del Fondo de Pensiones son de 9:00 a.m. a 5:00 p.m. de lunes a viernes.

1199 New England Health Care Employees
PENSION FUND

77 Huyshope Avenue, 2nd Floor
Hartford, CT 06106-7001
860/728-1100 Fax 860/947-8080

Dear Pension Fund Participants and Retirees:

This booklet contains both the official Plan Document and a Summary Plan Description to help you plan and prepare for retirement.

The official ***Plan Document***, following the Summary Plan Description, states the rules and regulations of your Pension Plan as of October 1, 2012.

The ***Summary Plan Description*** is a non-technical explanation of your pension benefits. It is written to make it easier for you to understand your rights and responsibilities under the Plan. However, it does not provide you with all of the details of the Plan's rules and regulations, nor does it change or otherwise interpret the terms of the official Plan Document.

The New England Health Care Employees Pension Fund was established on January 1, 1991 as a successor fund to the National Pension Fund for Hospital and Health Care Employees ("National Pension Fund"). For many years prior to 1991, the National Pension Fund had served 1199 participants in various areas of the country, including New England and New York.

Effective January 1, 1991 the National Pension Fund was separated into five new regional pension funds, including your New England Health Care Employees Pension Fund. All New England 1199 participants, retirees and beneficiaries who had credits with the National Pension Fund were automatically transferred to the New England Health Care Employees Pension Fund on January 1, 1991, with no loss of credited service or other benefits.

The New England Health Care Employees Pension Fund was created by your union, New England Health Care Employees Union, District 1199 and New England employers with whom District 1199 has collective bargaining agreements. Payments are made to the Fund by your employer and other contributing employers. Your employer's contribution rate is set in your Union contract.

To become a Fund participant you must work in a job covered by your union contract and your employer must be required by your union contract to contribute to the Fund on your behalf. As an employee, you do <u>not</u> make monetary contributions to the Fund; that is the responsibility of your employer.

Your Pension Fund is administered by a Board of Trustees made up of an equal number of employer trustees and union trustees who are officers and members of 1199. The Board of Trustees is responsible for designing, modifying and interpreting the Pension Plan and Fund policy. Day-to-day operations of the Fund are handled by the Fund Executive Director and Fund staff. The Fund office is located at 77 Huyshope Avenue, Hartford, CT.

Your Plan is a "*Defined Benefit Plan*," which means that Fund assets are pooled and you do not have an individual "account" at the Fund. The Fund provides two basic types of Pension that are described in greater detail later in this booklet:

- A Normal Retirement Age Pension
- An Early Retirement Pension

In addition, if you become totally and permanently disabled from all future employment, you may be eligible for disability benefits. Disability benefits are also described later in this booklet.

It's important that you start applying for your pension *well in advance of when you plan to retire* and that you schedule a meeting with a Fund Counselor *at least three months, but not more than 6 months, before you plan to retire*. If you have any questions, the Pension Fund staff can explain your pension benefits and options and help you through the application process.

Telephone conversations and other oral statements can easily be misunderstood. Therefore, you should rely on the information provided in the Plan Document rather than any oral explanation of the Plan's provisions.

Your rights and obligations under the Plan are determined solely by referring to the official Plan Document, as amended. In case of any ambiguity or conflict, the provisions of the official Plan Document -- not those of the Summary Plan Description -- are controlling and will govern your rights and duties under the Plan in all cases. In the application and interpretation of this Plan, the decision of the Trustees is final and binding on all parties, including employees, employers, union, claimants, and beneficiaries.

Please note that the Trustees have full and final authority to determine eligibility, coverage and benefits, and to amend, interpret and apply the Plan. **Since the official Plan Document may be modified from time to time, you should consult the Pension Fund staff before deciding on your choice of a particular benefit.**

If you do not understand the Plan Document or the Summary Plan Description and need help, please call or write to the Fund:

New England Health Care Employees Pension Fund
77 Huyshope Avenue, 2nd floor
Hartford, CT 06106-7001
860-728-1100 or 1-800-227-4744

The Pension Fund's office hours are 9AM to 5PM, Monday through Friday.

The Board of Trustees of
The New England Health Care Employees Pension Fund

OVERVIEW OF YOUR PENSION PLAN

YOUR PENSION FUND

Your Pension Fund is a self-administered Taft-Hartley Employee Benefit Fund. Your ability to participate in the Pension Plan is provided through a collective bargaining agreement between your employer and your union -- New England Health Care Employees Union, District 1199 or through a Participation Agreement between your employer and the Fund.

Self-administered means that the Fund's operations -- determining your pension benefit, processing pension applications, answering your questions, and performing other administrative operations -- are done by the Fund's own staff.

Taft-Hartley means that the Fund is administered by an equal number of trustees representing **workers** (like you) who are covered by the Fund, and **employers** (like yours) who make payments to the Fund for their workers' benefits.

Taft-Hartley is the name of the federal law that allowed these trust funds to be established.

YOUR UNION COLLECTIVE BARGAINING AGREEMENT REQUIRES EMPLOYER PAYMENTS TO THE PENSION FUND

Your contract -- the collective bargaining agreement between your employer and your union -- requires that your employer make payments to the Fund for pension benefits.

Your employer makes monthly contributions to the Pension Fund based on your gross earnings. These payments are pooled and invested by the Fund to provide retirement benefits to you and other participating employees.

NOTE: Your union dues do *NOT* go towards your pension.

The New England Health Care Employees Pension Fund is a separate organization from your union, New England Health Care Employees Union, District 1199.

Your union dues are paid to your union to cover the cost of running the union. Your employer's contributions are paid to the Pension fund to cover the costs of providing pension benefits.

THE PENSION FUND AND WELFARE FUND ARE NOT THE SAME

The Pension Fund is separate from the Welfare Fund, even though both Funds are located in the same office and in some cases share the same staff. Some employees may be covered by the Welfare Fund but not the Pension Fund...and vice versa. It all depends on the collective bargaining agreement between your union and your employer.

It is important that you make sure you have filled out the correct forms for both Funds and have provided all the information needed by each Fund.

If you meet eligibility criteria, the **Pension Fund** provides you with a monthly pension benefit when you retire.

You need to have completed a Pension Fund enrollment form. When you retire, you can name a beneficiary -- often your spouse -- who may continue to receive a survivor benefit after your death.

The **Welfare Fund** provides its' participants with certain health, short-term disability and death benefits while they are working and, in some cases, when they are retired.

PLEASE NOTE

To be eligible for any retiree health benefits that may be provided by the New England Health Care Employees Welfare Fund the following conditions must be met:

- **Your employer was a contributing employer in the Welfare Fund prior to January 1, 1992.**
- **Your hire date with that contributing employer must have been before January 1, 1992.**
- **You have had continuous employment with a participating employer before January 1, 1992, until immediately prior to your retirement.**
- **You must meet other eligibility requirements the Welfare Fund.**

No health benefits are provided by the Pension Fund.

YOUR PENSION PLAN IS A DEFINED BENEFIT PLAN

There are two types of pension plans -- a defined benefit plan and a defined contribution plan.

A ***defined benefit plan***, such as your plan, provides you with a ***pension benefit defined by a formula***. This formula is based on your years of service and earnings during a specified period of time before you retire.

Contributions from all employers for all workers participating in the Plan are pooled and invested to provide pension benefits for eligible retirees.

In a **defined contribution** plan, ***the employer's contribution -- not the employee's benefit -- is defined.*** A pension benefit will depend upon the investment gain or loss of contributions made to an employee's account.

Your pension plan is a *defined benefit plan* and your pension benefit is determined when you retire. Although the Fund can give you an estimate of what your benefit would be if you retired today, there is no cash value for your pension.

Generally, you receive a pension benefit as long as you live. If your annual pension benefit is $8,000, your benefit would be $40,000 if you live 5 years or $160,000 if you live 20 years after you retire. Since your benefit is not a fixed sum of money, there is no lump sum payment for your pension.

OVERVIEW OF YOUR PENSION PLAN

BECOMING A PARTICIPANT

- Covered by an 1199 contract with a contributing employer.
- Employer is required to make contributions to the Fund on your behalf.

EARNING YOUR PENSION

IF YOUR LAST HOUR OF CREDITED SERVICE IS:

- On or after July 1, 1989, you need 5 years of service to be vested.
- Before July 1, 1989, you need 10 years of service to be vested.

GETTING YOUR PENSION

- **Normal Retirement** is at age 65, or older if not vested at age 65.
- **Early Retirement** is between age 55 and 65 if vested; reduced pension benefit.
- **Unreduced Early Retirement** provided you have 10 years of credited future service and worked in a covered job category for 10 years

immediately preceding the early retirement date, you are between age 55 and 65 and the sum of your age and service is at least 90 or if you are between age 62 and 65 and you have at least 25 years of service.

- **Delayed Retirement** after you reach Normal Retirement Age.

PROTECTING YOUR BENEFICIARY AFTER YOU RETIRE ON AN EARLY OR NORMAL RETIREMENT.

NORMAL OR EARLY RETIREMENT PENSION:

- Options for paying benefits to you, or your spouse or beneficiary if you die after you retire:
  1. STRAIGHT LIFE
  2. JOINT AND 100% SURVIVOR
  3. JOINT AND 75% SURVIVOR
  3. JOINT AND 50% SURVIVOR
  4. LIFETIME PENSION WITH 120 MONTHLY PAYMENTS GUARANTEED

- Spouse's approval is required for **STRAIGHT LIFE** OR **LIFETIME AND 120 GUARANTEED MONTHLY PAYMENTS** options or Joint and Survivor options with a named beneficiary other than your eligible spouse.

PROTECTING YOUR SPOUSE BEFORE YOU RETIRE ON AN EARLY OR NORMAL RETIREMENT.

- Your spouse is protected if you're vested, you received Credited Future Service on or after August 23, 1984, and you die before you retire on your early or normal retirement date.

DISABILITY BENEFITS

- Monthly **Straight Life** benefit while you are totally and permanently disabled from all future employment.

- You are eligible at any age before retirement if you have at least 5 years of Credited Service, have been approved for a Social Security Disability Pension, the disabling condition arose while you were employed in a covered job category and you are totally and permanently disabled from all future employment.

SUMMARY PLAN DESCRIPTION

BECOMING A FUND PARTICIPANT

BECOMING A PARTICIPANT IN THE FUND

WHO CAN PARTICIPATE

You can participate in the New England Health Care Employees Pension Fund when:

* Your bargaining unit is covered by a collective bargaining agreement accepted by the Pension Fund Trustees that requires your employer to make contributions to the Fund on your behalf or,

* You are working for a contributing employer that has a participation agreement with the Fund, including:
    - The Union (New England Health Care Employees Union, District 1199)
    - The New England Health Care Employees Welfare Fund
    - The New England Health Care Employees Pension Fund
    - The New England Health Care Employees and Connecticut Nursing Homes Training and Upgrading Fund
    - Certain other 1199 Districts and 1199 Seattle NW Training Fund.

WHEN YOU BECOME A PARTICIPANT

You become a participant in the Plan on the first day your employer is required to report your employment and make contributions to the Fund on your behalf.

If you are on an approved leave of absence on that day, you become a participant if you return to work within seven (7) days after your leave of absence ends.

ENROLLING IN THE FUND

To make sure you receive the pension credits you're earning, you need to fill out an **Enrollment Form** and return it to the Pension Fund.

It's important that you give your correct date of birth and marital status on the enrollment form. All information provided on the form is only for the Pension Fund's use in determining your benefits.

If the Fund doesn't have your correct date of birth or marital status, it will complicate the processing of your pension when you want to retire.

Remember to let the Fund know whenever you:

* Change your address
* Get married, separated or divorced
* Change employers.

This way your records at the Pension Fund can be kept up to date.

YOUR 1199 PENSION AND SOCIAL SECURITY

When you retire, you receive your 1199 pension benefits in addition to Social Security and any other pensions or retirement income for which you may qualify.

EARNING YOUR PENSION

EARNING YOUR PENSION

YEARS OF SERVICE

There are three kinds of employment service that affect your entitlement to, and the amount of, your pension:

- Vesting Service
- Credited Future Service
- Credited Past Service.

VESTING SERVICE

You have the right to a pension after you have worked a required number of years for an employer that contributes to the Fund on your behalf. This is called **vesting.**

You earn **one Year of Vesting Service** if you work 1,000 or more hours in covered employment in that calendar year for a contributing employer.

Under some circumstances your service with a contributing employer in a non-bargaining unit position can count as Vesting Service in calculating your pension eligibility. If you think this situation might apply to you, the Fund staff can provide more information.

You may also earn Vesting Service if you are on an approved leave of absence, including military service, while you are a participant in the Fund.

CREDITED SERVICE

Credited Service is the total of **Credited Future Service** and **Credited Past Service**, if any.

You earn Credited Service while working in a **covered job category** for a contributing employer, provided you work the required minimum hours under your Collective Bargaining Agreement.

When you stop working for a contributing employer, the Fund Office will review your Vesting Service and Credited Service to see *whether you qualify* for a pension. However, only Credited Service is used to determine *the amount* of your pension.

CREDITED FUTURE SERVICE

After you become a Fund participant, you earn one month of credit towards your pension for every month that you work for a contributing employer in a covered job category for which your employer is required to make contribution payments to the Fund on your behalf. This is called **Credited _Future_ Service.**

CREDITED PAST SERVICE

You may have **Credited Past Service** if you worked for your employer before it started contributing to the Fund.

If the date your employer was first required to make contributions on your behalf and on behalf of your bargaining unit is **on or before January 31, 2011**, your Credited Past Service will be earned at the rate of one month for every month you worked in a covered job category before your employer was required by the union contract to begin contributing to the Fund on your behalf.

Example: *You began working at ABC Nursing Home as a nurse's aide in July, 1999. You were still working full-time in that job when ABC Nursing Home first became a contributing employer in January, 2009, and your employer was required to contribute to the Fund for nurses' aides. At that point you earned 9 years and 6 months of **Credited** **Past** **Service**.*

If the date your employer was first required to make contributions on your behalf and on behalf of your bargaining unit is **on or after February 1, 2011**, your Credited Past Service will be limited to one month for every two months of your Credited Future Service with the Fund.

Example: *If you have 240 months of Credited Past Service but only 120 months of Credited Future Service, your **Credited Past Service** will be limited to 60 months (i.e. 120 divided by 2).*

You earn Credited Past Service only if you were working in a covered job category when your employer first became a contributing employer in the Fund or, if you were on an authorized leave on that date, you returned within seven (7) days after the leave ends.

Your Credited Past Service is calculated at a lower rate than Credited Future Service because no contributions were made to the Fund for this period of your employment.

WHEN YOU'RE VESTED

If you earned Credited Future Service **on or after May 1, 1998** you need to meet one of the following requirements to be vested in the Plan:

* 5 Years of Vesting Service, or
* 5 Years of Credited Service, or
* Any combination of 5 calendar Years of Credited Service and Years of Vesting Service

If your last Hour of Vesting Service was **after July 1, 1989, but before May 1, 1998,** you need 5 Years of Vesting Service or Credited Service to be vested in the Plan.

If your last hour of Vesting Service was **prior to July 1, 1989,** you need 10 Years of Vesting Service or Credited Service to be vested in the Plan.

Once you stop working for a contributing employer and are vested in the Plan, you may begin to collect pension benefits when you reach age 55.

LEAVING YOUR JOB

KEEPING YOUR PENSION CREDITS

IF YOU CHANGE JOBS AND GO TO WORK FOR ANOTHER CONTRIBUTING EMPLOYER

If you change jobs you can continue to earn *both* **Vesting Service** and **Credited Service** towards your pension, as long as you go to work:

* For another contributing employer, and
* In a covered job category.
* You may lose all your pension credits if you stop working for a contributing employer before you are vested and your new employer does not have a Reciprocity Agreement with the Pension Fund.

IF YOU TRANSFER OUT OF THE BARGAINING UNIT

If you are vested in the Plan before your transfer, you have the right to a pension at any retirement age permitted under the Plan.

If you are* not *vested in the Plan and you transfer to a non-bargaining unit job:

* Under some circumstances your service with a contributing employer in a non-bargaining unit position can count as Vesting Service in calculating your pension eligibility. If you think this situation might apply to you, the Fund staff can provide more information.

Example: *Lori worked in a bargaining unit position for a contributing employer for four years before she was transferred to a non-bargaining unit position with the same employer in January 2009. Because she is still working for a contributing employer, she continues to earn Vesting Service.*

IF YOU STOP WORKING FOR A CONTRIBUTING EMPLOYER

If you are vested in the Plan -- no matter how old you are -- you will not lose your right to a pension if you stop working for a contributing employer prior to retirement age. You will not, however, earn additional credits toward your pension and any pension benefit changes made by the Fund Trustees after you leave employment with a contributing employer will normally not apply to you.

If you are* not *vested in the Plan when you stop working for a contributing employer, you may lose all your pension credits. If you have questions, please contact the Fund office.

IF YOU RETURN TO WORK FOR A CONTRIBUTING EMPLOYER

If you are vested in the Plan and return to work for a contributing employer in a covered job category, you will remain vested in the pension you earned before you stopped working for a contributing employer. You will also be vested in any pension benefit you earn after your return to work.

If you are* not *vested in the Plan and return to work for a contributing employer in a covered job category you *may* lose the Vesting and Credited Service you earned before you stopped working for a contributing employer.

If you are not vested in the Plan and return to work for a contributing employer in a covered job category *5 or more years after you left covered employment,* you *will* lose all of the Vesting and Credited Service you earned before you stopped working for a contributing employer.

If you have any questions please contact the Fund Office.

GETTING YOUR PENSION

GETTING YOUR PENSION

You cannot begin receiving a normal or early retirement pension until you:

- Meet certain age and service requirements, and
- File a pension application with all required documents with the Fund office.

Your pension payments cannot begin until after you file an application with the Fund office. Payments will not begin earlier than the month after you retire and submit all required documents to the Fund.

Normal Retirement - When You Are Age 65 or Older

Your **Normal Retirement Age** is the later of reaching age 65 or becoming vested in the plan.

Your **Normal Retirement Date** is when you reach Normal Retirement Age, and

- have completed 10 Years of Vesting Service or Credited Service, if your last hour of Vesting Service was **prior to July 1, 1989**, or
- have completed 5 Years of Vesting Service or Credited Service, if you have at least 1 Hour of Vesting Service **on or after July 1, 1989**, or
- have completed any combination of 5 calendar Years of Credited Service or Years of Vesting Service, if you have earned Credited Future Service **on or after May 1, 1998.**

You should contact the Pension Fund office to discuss when you will be eligible for a pension, if you are:

- working in a covered job category, and are
- age 65 or older, and
- have less than 5 Years of Vesting Service,

You may **continue working** for a contributing employer after your Normal Retirement Date and continue to receive Credited Service that will increase your pension benefit when you retire.

Early Retirement - Between Ages 55-65

Your **Early Retirement Date** occurs on the first of the month after you:

- reach age 55, and
    - have completed 10 Years of Vesting Service or Credited Service, if your last hour of Vesting Service was **prior to July 1, 1989**, or

- have completed 5 Years of Vesting Service or Credited Service, if you have at least 1 Hour of Vesting Service **on or after July 1, 1989**, or
- have completed any combination of 5 calendar Years of Credited Service or Years of Vesting Service, if you have earned Credited Future Service **on or after May 1, 1998.**

EARLY RETIREMENT	**Because your pension is starting earlier than age 65 -- and it is expected that you will receive your pension for a longer period of time -- your monthly pension payment will be reduced if you elect an Early Retirement pension.**

- **Your pension benefit will be reduced by ½ of 1% (.5%) for each month your actual retirement date precedes your Normal Retirement Date.**

- **Except, if you earned Credited Future Service on or after May 28, 1993 and before January 1, 1998, for each month your actual retirement date precedes your Normal Retirement Date, your pension benefit will be reduced by 1/4 of 1% (.25%) for service prior to December 31, 1997 and by ½ of 1% (.5%) for service after December 31, 1997.**

You have another choice. If you are vested and stop working before age 65, you can wait until you are 65 to start receiving your pension. Then there would be <u>no</u> reduction in your pension. However, deferring your pension may affect other retiree benefits and may not be the best option for you. Before making this choice, contact the Pension Fund office and talk to a Pension Fund counselor. Also, once you start receiving a pension you may be limited as to how many hours you can work for a Participating Employer.

UNREDUCED EARLY RETIREMENT

If you have earned Credited Future Service on or after January 1, 2000, you may retire and be eligible for an unreduced Early Retirement pension on your Early Retirement Date if you meet certain requirements.

In order to be eligible for this unreduced Early Retirement pension you must have completed 10 Years of Credited Future Service and must have worked in a covered job category for the 10 years immediately preceding your Early Retirement Date.

In addition, you must meet one of the following requirements:

- You must have attained age 55 and have the sum of your age and Years of Credited Service, Vesting Service or any combination of the two equals at least 90, or

- You have attained age 62 and have completed 25 Years of Credited Service, Vesting Service or any combination of the two.

IF YOU CONTINUE TO WORK AFTER AGE 70-1/2

If you are vested, and attained age 70 ½ prior to December 31, 2001, the plan requires that the Fund begin pension payments to you no later than the April 1st of the year after the year during which occurs the later of the date you cease to be an Employee or attain age 70 ½.

If you are vested and attain age 70 ½ after January 1, 2002 payments will not commence prior to the later of the month following actual retirement and the filing of the application for pension with the Pension Fund Office.

IF YOU DEFER YOUR PENSION

If you are vested and stop working before you are eligible for normal or early retirement, you will receive benefits after you are eligible, provided that you first file an application with the Fund office. You will be eligible to receive benefits at your Normal Retirement Date, or for a reduced Early Retirement benefit at or after age 55.

If you do not apply for your pension when you reach your Normal Retirement Age, the Fund will assume that you and your spouse have elected to defer receiving your benefit and you will not receive retroactive benefit payments for the period of time you could have been receiving a benefit.

IF YOU RETURN TO WORK OR CONTINUE TO WORK AFTER YOU RETIRE

If you retire and start working again, or continue employment, for a contributing employer working for **more than 40 hours per month**, your pension will stop while you are so employed.

When you stop working again, payment of your pension benefit will resume and will be recalculated to include any credited service from before you retired the first time and any additional credited service earned after you returned to work. If you originally retired prior to your Normal Retirement Date you will be required to make a new benefit election for the additional amount you receive when you retire again.

> Example: *Tanya retired and started receiving her pension. A year later, she went back to work for a contributing employer, employed more than 40 hours per month, and her pension benefits stopped. While she is working, if she is working in covered employment and her employer is required to make payments to the Fund on her behalf, she is earning more pension credits. When Tanya begins receiving pension benefits again, she will receive an amount that is based on the new credits, too.*

If You Become Disabled Before Retirement

You may qualify for a **Disability Benefit** if your:

- Disabling condition did not arise subsequent to your last day of Credited Future Service
  and you
- Are approved for Social Security Disability benefits
  and
- Are totally and permanently disabled from all future employment
  and

- Have the minimum service required:
- 5 years of Credited Service if your employer was last required to contribute on your behalf **on or after July 1, 1989**;
- 10 Years of Credited Service if a participating employer was last required to contribute on your behalf **prior to July 1, 1989**.

Your Disability benefit may start as of the effective date of your Social Security Disability Award. However, retroactive benefits are not paid for **any time earlier than two years before you filed your application for benefits from this Fund.**

A disability benefit is paid as a **Straight Life Option**. If you die your spouse will be eligible for a pre-retirement spousal benefit.

You will continue to receive the Disability benefit as long as you remain totally and permanently disabled from all future employment. You should contact a Pension Fund counselor to see if you may be eligible for another type of pension.

The fact that you have applied for, and are eligible for, weekly disability payments from the Welfare Fund does not affect your eligibility for a normal, early, or disability retirement benefit.

If you qualify for a Pension Fund Disability benefit covering a period when you were receiving weekly short-term disability payments from the Welfare Fund, the Pension Fund will reimburse the Welfare Fund from your Pension benefits up to the amount of your monthly pension benefit.

If you are receiving a Pension Fund Disability benefit when you reach Early Retirement Age, you can convert your Disability benefit to an Early Retirement Pension and choose an optional form of benefit payment. If you are receiving a Disability benefit when you reach Normal Retirement Age, your Disability benefit will be automatically converted to a Normal Retirement Pension and you may choose any optional form of benefit payment.

DETERMINING YOUR PENSION

COMPUTING YOUR PENSION BENEFIT

Your monthly pension benefit payable at your Normal Retirement Date is the sum of:

- Your annual benefit based on Credited Future Service, and
- Your annual benefit based on Credited Past Service, if applicable.

When you are ready to retire the Fund office will calculate the amount of your annual pension benefit by adding together your annual benefit for Credited Future Service and, if applicable, your annual benefit for Credited Past Service. This total annual pension benefit is then divided by 12 to arrive at your monthly pension benefit.

CALCULATING YOUR ANNUAL BENEFIT BASED ON CREDITED FUTURE SERVICE

The annual benefit earned on Credited Future Service is equal to your Average Final Pay times your Years of Credited Future Service times the applicable Future Service Pension Percentage.

1. AVERAGE FINAL PAY

Your Average Final Pay is calculated by averaging your Regular Pay during the five consecutive year period that your salary was the highest, within your last 10 Years of Credited Future Service. Your wages for this five year period are added together and divided by 5 to determine your **Average Final Pay**.

Example: *You retired on January 1, 2012. Your Regular Pay over the last 10 years was:*

2011	***$36,000***
2010	***35,500***
2009	***35,000***
2008	***34,500***
2007	***34,000***
2006	*33,500*
2005	*33,000*
2004	*31,000*
2003	*31,500*
2002	*30,500*

The 5 consecutive years that you earned the most were 2007-2011. Your total regular pay for those 5 years was ***$175,000****. Divided by five, your* ***Average Final Pay*** *was $35,000.*

If your total Credited Future Service is **5 years or less**, or you had fewer than 60 months of employer contributions during your 5 highest years, your Average Final Pay is calculated by averaging your Regular Pay during your total period of Credited Future Service.

2. YEARS OF CREDITED FUTURE SERVICE

Credited Future Service is the number of months and years you worked for a contributing employer in a covered job category for which contributions were required by the union contract to be made to the Fund on your behalf.

3. THE FUTURE SERVICE PENSION PERCENTAGE

The percentage used to determine your annual benefit for Credited Future Service varies for different periods of service:

- Credited Future Service Prior to July 1, 1984
  If a participating employer was last required to contribute on your behalf prior to July 1, 1984, for all of your Credited Future Service the percentage is 1.45%.
- Credited Future Service between July 1, 1984 and December 31, 2010
  If a participating employer was required to contribute on your behalf between July 1, 1984 and December 31, 2010, the percentage for all of your Credited Future Service up to December 31, 2010 is 1.8%, even if you earned Credited Future Service on or after January 1, 2011.
- Credited Future Service on or after January 1, 2011
  If a participating employer was required to contribute on your behalf on or after January 1, 2011, the percentage for all of your Credited Future Service earned on or after January 1, 2011 is 1.65%.

  Example- If a Participant's employer was required to make contributions on her behalf from January 1, 1980 until her retirement on July 1, 2012, the percentage for all of her Credited Future Service between January 1, 1980 and December 31, 2010 (31 years) is 1.8% and the percentage for all of her Credited Future Service between January 1, 2011 and June 30, 2012 (18 months) is 1.65%.

If you retired and began receiving your pension, and then went back to work, different percentages may be used for the different times you were working. This may happen if you have several periods of Credited Future Service.

Calculating Your Annual Benefit Based on Credited Past Service

Not all retirees are entitled to a Credited Past Service benefit since you must have been employed in a covered job category when your employer first became a contributing employer in the Fund. For retirees that do meet the requirements for Credited Past Service, the annual retirement benefit earned on Credited Past Service is equal to: your Years of Credited Past Service times the Credited Past Service Pension Factor.

1. Credited Past Service

The number of months and years you worked in a covered job category before your employer was required by the union contract to begin contributing to the Fund on your behalf. You are eligible for Past Service Credit only if you were working in a covered job category on the day your employer became a contributing employer of the Fund or, if you were on approved leave on that date, you returned to covered employment within seven (7) days of when your leave ended.

The amount of Credited Past Service will vary depending upon a Participating Employer's Applicable Effective Date.

2. The Credited Past Service Pension Factor

The factor used to determine your annual benefit for Credited Past Service depends on the date you worked your last hour for a contributing employer in a covered job category:

* If a participating employer was required to contribute on your behalf **on or after May 28, 1993**, 2.25% times Past Service Pay (or $100, if greater).

* If a participating employer was required to contribute on your behalf **before May 28, 1993**, 1.50% times Past Service Pay (or, $66, if greater).

Your pension benefit for Credited Past Service is based on a different formula because during the years that count toward Credited Past Service your employer did not participate in the Fund and therefore did not make any contributions to the Fund on your behalf.

3. Past Service Pay

Your annual base pay on the day you became a Fund participant is discounted to 1970 when the original National Plan was established.

ADJUSTMENTS TO YOUR PENSION

After your annual pension is calculated, adjustments may be made to your annual pension benefit, depending on:

* Whether you are taking early retirement
* Which survivor option you choose to protect your spouse or beneficiary if you die after you start receiving your pension
* Whether there is a valid court order to make payments to others from your pension
* Other adjustments authorized by the Trustees.

MINIMUM MONTHLY PENSION

If you were working in covered employment within six (6) months of the time you are eligible for, and apply for, your Early Retirement Pension, Normal Retirement Pension, or Disability Benefit, the minimum amount of your pension will be $100.00 per month, provided that:

1. You take your pension under the Straight Life Option,
2. You have at least five (5) Years of Credited Future Service, and,
3. You retired on or after January 1, 1991.

Adjustments for options other than the Straight Life Option or payment prior to your Normal Retirement Date can reduce the minimum monthly pension to less than $100.00.

IF YOU STOP WORKING AND RETURN TO WORK

If you were vested when you stopped working and start working again, the amount of pension you earned before you stopped working will not change. The pension you earn after you return to work, however, will be based on the Credited Future Service and Average Final Pay you earn after you return to work and the Future Service Pension Percentage in effect at that time.

If you retire on your Normal or Early Retirement Date and subsequently return to work and *earn at least 5 Years of Credited Future Service,* your pension benefit will be recalculated to include your Credited Service from before you retired the first time and the additional Credited Service earned after you returned to work based on your Average Final Pay and on the Future Service Pension Percentage in effect at that time.

If you retire on your Normal or Early Retirement date and subsequently return to work but *did **not** complete at least 5 Years of Credited Future Service,* the amount of pension you earned before you stopped working will not change. The pension you earn after you return to work, however, will be based on the Credited Future Service and Average Final Pay and on the Future Service Pension Percentage in effect at that time.

PLEASE NOTE	**If you begin receiving your pension benefit based on an estimate of your Average Final Pay and credited service, your pension may be adjusted when the Fund verifies the information:**

- **If your benefit is lower than it should have been, the Fund will correct your benefit and send you the amount you are owed.**
- **If your benefit is higher than it should have been, you or your beneficiary must repay the overpayment to the Fund.**

Getting An Estimate of Your Pension

Once each year, the Fund will send you *a statement* of your future pension, based upon your wages and service credits as of that date.

However, ***you should be aware that this is an estimate only.*** The amount of your actual pension may be significantly more or less.

PREPARING TO RETIRE

AND

PROTECTING YOUR BENEFICIARY

When you retire, you'll choose an option which will determine:

- The amount of your monthly pension payment;
- Whether a spouse or beneficiary will continue to receive pension payments after you die;
- The amount of the monthly pension payment that your spouse or beneficiary receives after you die.

When you are planning to retire, a Pension Fund counselor can:

- Explain each pension payment option available to you;
- Determine the amount of your pension under each payment option;
- If you are married, explain whether the law requires you to obtain your spouse's written approval before you select a particular payment option.

Selecting The Option That Meets Your Needs

You must choose your pension benefit payment option very carefully. If you are married, your spouse must be included in your decision making process.

You may not cancel or change the benefit payment option or the beneficiary you have chosen, unless:

- You make a valid change before you receive your first monthly pension payment,
  or
- The change is required by law.

WHEN YOUR SPOUSE'S APPROVAL IS NEEDED	If you are married, you must obtain your spouse's written approval before you can elect to receive your pension payments under the **Straight Life Option** or the **Lifetime Pension with 120 Payments Guaranteed Option** or a **Joint and Survivor Option** with a beneficiary other than your eligible spouse. If your spouse does not approve, your pension benefit will be paid under the Joint and One Half (50%) Survivor Option with your spouse as the beneficiary.If you are not electing one of the survivor benefit options, with your spouse as the beneficiary, the government requires proof that your spouse understands what will happen to your pension benefit after you die. Upon request, a Fund Counselor will supply the necessary approval forms and assist you and your spouse in filling them out.

Benefit Payment Options for Normal or Early Retirement

1. Straight Life Option

You receive unreduced monthly pension payments for the rest of your life. After you die, your pension stops. No payments are made to your spouse or any other beneficiary. If you are married, the Fund Office will require written proof of your spouse's consent before you can elect this Option.

2. Joint and Full (100%) Survivor Option

You receive reduced monthly pension payments for the rest of your life. After you die, your spouse or beneficiary continues to receive the same monthly pension payment until he or she dies.

Under this benefit option, the monthly pension benefit you receive while you are living is reduced by an actuarial factor, based on your age and your spouse's or beneficiary's age when you retire. The younger your spouse or beneficiary, the lower your monthly pension payment will be during your lifetime. If the beneficiary you choose is very young, this option may not be available to you. If you are married, the Fund Office will require written proof of your spouse's consent before you can elect this option with a non-spouse beneficiary.

3. Joint and Three Quarters (75%) Survivor Option

You receive reduced monthly pension payments for the rest of your life. After you die, your spouse or beneficiary continues to receive a benefit equal to 75% of your monthly pension payment until he or she dies.

Like the Joint and Full (100%) Survivor Option, under this option the monthly pension payment you receive while you are living is reduced by an actuarial factor, based on your age and the age of your spouse or beneficiary when you retire. Again, the younger your spouse or beneficiary, the lower your monthly pension payment will be during your lifetime. If the beneficiary you choose is very young, this option may not be available to you. If you are married, the Fund Office will require written proof of your spouse's consent before you can elect this option with a non-spouse beneficiary. However, the reduction is not as great as under the 100% survivor benefit since your spouse or beneficiary will only receive 75% of your monthly benefit after you die.

4. Joint and One Half (50%) Survivor Option

You receive reduced monthly pension payments for the rest of your life. After you die, your spouse or beneficiary continues to receive a benefit equal to one-half (50%) of your monthly pension payment until he or she dies.

Like the Joint and Full (100%) and Three-Quarters (75%) Survivor Options, under this option the monthly pension payment you receive while you are living is reduced by an actuarial factor, based on your age and the age of your spouse or beneficiary when you retire. Again, the younger your spouse or beneficiary, the lower your monthly pension payment will be during your lifetime. If the beneficiary you choose is very young, this option may not be available to you. If you are married, the Fund Office will require written proof of your spouse's consent before you can elect this option with a non-spouse beneficiary. However, the reduction is not as great as under the 100% or 75% survivor benefit since your spouse or beneficiary will only receive 50% of your monthly benefit after you die.

5. Lifetime Pension With 120 Payments Guaranteed Option

You receive reduced monthly pension payments for the rest of your life, regardless of how long you live after you retire. Your monthly pension benefit is reduced by an actuarial factor, based on your age when you retire.

If you die ***before*** 120 months (10 years) have passed since you retired, the beneficiary or beneficiaries you designate with the Fund Office, or their estates, will receive monthly pension payments for the remainder of the 120 months. If you die ***after*** 120 months have passed, no further payments are made to your beneficiary or beneficiaries.

If you are married, the Fund Office will require proof of your spouse's consent before you can elect this Option. You may change your beneficiary or beneficiaries with the Fund Office at any time, but if you are married, the Fund will require written proof that your spouse consents to the change.

Example:

> *If you die 4 years and 6 months (54 months) after you retired, your spouse or other beneficiary would continue to receive the same monthly pension payments for 5 years and 6 months (66 months).*

RULES REGARDING SELECTION OF PENSION BENEFIT PAYMENT OPTION

- A benefit payment option selection must be made on a form provided by the Fund.
- If you are married when you retire and you are going to receive either a Normal Retirement or Early Retirement pension, you must choose either the **Joint and 100% Survivor Option** , **the Joint and 75% Survivor**

Option or the **Joint and 50% Survivor Option** with your spouse as the beneficiary, unless your spouse gives written consent to name another beneficary.

However, you may select a STRAIGHT LIFE OPTION or 120 PAYMENTS GUARANTEED OPTION if your spouse agrees in writing.

- When selecting an Option and when applicable you must provide:
  - ➔ your birth certificate
  - ➔ proof of your marriage;
  - ➔ your spouse's birth certificate;
  - ➔ your beneficiary's birth certificate;

- Some options may not be available if the benefit to you or your beneficiary would be too low after actuarial factors are deducted from your monthly pension. Ask the Pension Fund office for these details.

- Your selection of an option may be changed or canceled before you receive your first benefit payment (the effective date of your pension), but the written approval of your spouse may be needed.

- Benefits will be paid as required by law or a qualified court order.

IF YOU DIE BEFORE YOU RETIRE ON YOUR EARLY OR NORMAL RETIREMENT DATE: PRE-RETIREMENT SPOUSAL BENEFIT

Your surviving spouse is ***automatically*** protected in the event you die before you retire on your Early or Normal Retirement Date, if all the following requirements are met:

- You are vested in the Plan;

- You and your spouse were married at the time of your death;

- You received Credited Future Service on or after August 23, 1984; and,

- Your beneficiary completes the required Fund application.

If you die before age 55, your spouse's pension payments will be one-half of your pension benefit calculated as if you had retired at age 55 and had elected the Joint and One Half (50%) Survivor Option.

Your spouse will receive these payments for life, starting when *you* would have reached age 55.

If you die after age 55, your spouse's pension payments will be one-half of your pension benefit calculated as if you had retired on the day you died and had elected the Joint and One Half (50%) Survivor Option.

Your spouse will receive these payments for life.

The Fund must have written proof of your marriage and your spouse's birth date on file before benefits can be paid.

If you are unmarried, and you die prior to applying for your pension, your benefit will be forfeited.

APPLYING FOR YOUR PENSION

Pension benefits are not paid automatically. To receive benefits, you must apply for your pension with the Pension Fund office and your application must be approved by the Fund Office.

You should apply at least 1 month, but not more than 3 months before the date you plan to retire.

If you are vested and haven't applied for a pension by April 1 of the year following the year you attain age 70-1/2, your benefit will automatically commence in the form of a **Joint and One Half (50%) Survivor** Annuity if you are married and a **Straight Life Option** if you are unmarried. If your marital status is unknown, your benefit will automatically commence in the form of a **Joint and One Half (50%) Survivor** Annuity assuming your spouse is 20 years younger than you. If you contact the Fund office after benefits have commenced with more information on your marital status, or if you wish another optional form, your benefit may be recalculated.

PLANNING TO RETIRE?

TALK TO A PENSION FUND COUNSELOR

When you start planning your retirement, call the Pension Fund to make an appointment with one of our Pension Fund counselors. The counselor will:

- Explain your pension options
- Calculate the amount of your pension
- Let you know what post-retirement benefits may be provided by the New England Health Care Employees Welfare Fund
- Explain the pension application process
- Tell you what additional information is needed

THE FUND OFFICE REVIEWS YOUR APPLICATION

Approving your pension is the responsibility of the Fund office and Trustees.

The Fund office will:

- Review your eligibility to receive a pension

- Review the amount of your pension based upon records maintained by the Fund office, the Union, your employer and the information you supply on your Application Form

- Notify you by mail whether your application has been approved or denied, the amount of your pension and its effective date.

YOUR RIGHT TO APPEAL

If your claim is denied or you believe your pension amount is not correct, you have the right to appeal to the Fund Trustees. If a claim is wholly or partially denied, you will receive a written notice from the Fund indicating the reason for the denial, the plan provisions pertinent to the denial, and a request for whatever additional information may be necessary to consider the claim further.

Claims for Payment of Benefits other than Disability Benefits

You will receive the notice within 90 days after the Fund receives your claim. The 90-day period may be extended under special circumstances up to a period of an additional 90 days. If this is the case, the Fund will notify you within the initial 90-day period and explain the special circumstances and let you know when a final decision is expected.

After receipt of a notice denying a claim for benefits, you or your authorized representative may review pertinent documents, submit comments on issues involved and request in writing that theTrustees review the Fund Office action.

Your written request for a review must be received by the Trustees no later than 60 days following your receipt of the denial of your claim for benefits. The Trustees will reexamine your claim and issue a final decision **within 60 days** after the receipt of your appeal, unless special circumstances require a reasonable extension up to an additional 60 days.

Claims for Payment of Benefits Upon Total and Permanent Disability from all future employment

You will receive the notice within 45 days after the Fund Office receives your application. The 45-day period may be extended under special circumstances up to a period of an additional 30 days. If this is the case, the Fund will notify you within the initial 45-day period and explain the special circumstances and inform you when a final decision is expected. If, prior to the end of the first 30-day extension period, the Fund determines that, due to matters beyond the control of the Fund, a decision cannot be rendered within the extension period, the period for making the determination may be extended for up to an additional 30 days, provided the Fund notifies you prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date the plan expects a decision. In the case of any extension, the notice of extension will specifically explain the standards on which the entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. You may be asked to submit additional information. You will have 45 days to submit the requested information.

After receipt of a notice denying a claim for benefits, you or your authorized representative may review pertinent documents, submit comments on issues involved and request in writing that the Trustees review the Fund Office action.

Your written request for a review must be received by the Trustees no later than 180 days following your receipt of the denial of your claim for benefits. The Trustees will reexamine your claim and issue a final decision within 45 days after the receipt of your appeal, unless special circumstances require a reasonable extension of up to an additional 45 days.

In conducting its review of your appeal, the Trustees may

- consider all comments, documents, records, and other information you submit relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;

- consult with a health care professional who (A) has appropriate training and experience in the field of medicine related to your disability and (B) is neither the individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual; and

- identify the medical or vocational experts whose advice is obtained on behalf of the plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

IMPORTANT NOTE:

To preserve your right to pursue your claim, you must meet the time limits stated above.

The Trustees' decision is final, binding and conclusive on all parties, subject to your ERISA right to proceed in court.

The Trustees have full power and final authority and discretion to interpret and apply the Plan, determine eligibility for benefits, determine all questions of coverage, and to make final decisions on all claims.

Payment of Pensions

There is *no lump sum cash value* to your pension benefit. You will receive a pension payment each month. The amount will be rounded up to the next higher dollar.

You cannot sell, transfer, give away, or in any other way pass your pension benefit to another person or organization. If there is a court order, such as a Qualified Domestic Relations Order, the Fund may authorize the payments ordered by the court. You may obtain, without charge, a copy of the plan's procedures governing qualified domestic relations orders by contacting the Fund Administrator.

Special Limitations On Your Pension Payments

- Your pension must be paid only to you or your spouse or beneficiary. It cannot be sold, transferred, assigned or encumbered, except for payment of federal taxes or qualified court orders for support.

- You are not eligible to receive a pension from this Fund if you are **actively employed more than 40 hours per month for a contributing employer in the Fund.**

After You Retire

The Pension Fund needs to know when certain things happen in your life that can affect your pension and how it is paid. Contact the Pension Fund when:

- You change your address;
- There is a change in your marital status. This includes a new marriage, divorce, or the death of your spouse;
- You wish to change your beneficiary under the 120 Guaranteed Payment option;
- You return to work for a Contributing Employer in the Fund.

The only Option that allows you to change your beneficiary after your pension begins is the 120 Guaranteed Payment Option.

If You Have Questions

The Pension Fund is here to assist you. So any time you wish to call with a question or concern, no matter what it is, please do. The Pension Fund counselors are happy to help you.

Taxes

You may elect to have Federal income tax withheld from your pension benefit payments. Having tax withheld will not affect the amount of tax that you owe, it simply provides an opportunity to pay part of the tax up front rather than through estimated tax payments or when you file your tax return. If you have underpaid on your taxes at year end, you may owe interest penalties to the IRS.

Your choice on withholding for Federal income tax purposes should be entered on Form W-4P which will be provided to you at the time you elect your pension benefit payments to start. Your election will remain in effect until you file a new Form W-4P. If you do not return the Form W-4P to the Fund Office, Federal income tax, based on withholding rates for a married individual with three withholding allowances, will be automatically withheld from your payment.

If You Leave Covered Employment After Vesting

If you are a vested fund participant and stop working for a participating employer in the Fund before you retire, you must tell the Fund office when you want your pension payments to begin.

Once you file a completed application with all required documents with the Fund office, your pension benefits can begin on the date you choose that is on or after your normal or early retirement starting date. You should plan ahead and apply at least one month but not more than three months before the date you plan to retire.

If you are actively employed more than 40 hours per month in full or part-time employment with a contributing employer in the Fund, your pension will be suspended and a notice providing further information will be provided to you by the Fund Office. Your pension will not be suspended if you were already collecting your pension and employed at a facility when the facility first becomes a Contributing Employer or you have already reached your Required Beginning Date.

Changes In The Plan

The Trustees may from time to time make changes in the Plan, some of which may affect your benefits. These changes cannot reduce the benefits you have already earned, unless approved or required by the federal government. However, the changes may reduce the benefits you earn in the future.

Retiree health benefits to eligible participants are available ***only*** through the New England Health Care Employees Welfare Fund -- ***not*** the Pension Fund. The Trustees of the New England Health Care Employees Welfare Fund may make changes to that Plan of Benefits, including benefits available to retirees.

YOUR ERISA RIGHTS

YOUR ERISA RIGHTS

As a participant of this plan, 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 AND BENEFITS

- Examine, without charge, at the office of the Fund Executive Director or, obtain, upon written request to the Fund Administrator, copies of all Fund documents, including 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. The Annual Report is also available at the Public Disclosure Room of the Employee Benefits Security Administration located at Boston Regional Office, JFK Federal Building, 15 New Sudbury Street, Room 575, Boson MA 02203.

- Receive a plan funding notice. The Fund Administrator is required by law to furnish each participant with a copy of the plan funding notice, which describes the plan's funding status and the value of plan assets.

- Obtain a statement telling you whether you have a right to receive a pension at your normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the plan now.

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 your pension benefits 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 Federal court. In such a case, the court may require the Fund 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 Fund.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in 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, you may file suit in Federal court.

If it should happen that plan fiduciaries misuse the plan's assets, 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 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

- Receiving a pension payment, contact the Pension Fund at 860-728-1100.
- Your Fund's procedures or the Plan, contact the Pension Fund at 860-728-1100.

If you have any questions about this statement or about your rights under ERISA, 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, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, 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.

GENERAL INFORMATION

PLAN NAME AND ADDRESS

New England Health Care Employees Pension Fund
77 Huyshope Avenue, 2nd Floor
Hartford, CT 06106

FUND'S FISCAL YEAR

January 1 to December 31.

HOW THE PLAN IS FUNDED

Payments are made to the Fund by your employer and other contributing employers.

Your employer's contribution rate is set in your Union contract or Participation Agreement. Since this is a multi-employer Fund, costs for employees of all participating employers are calculated on a pooled basis.

INVESTMENT OF ASSETS

The Fund's assets are invested by Investment Managers who have the sole and exclusive authority and discretion to invest and manage the Fund's assets. These Investment Managers are appointed by the Trustees.

MERGER OR CONSOLIDATION OF THE PLAN OR TRANSFER OF PLAN ASSETS

If the Plan merges or consolidates with any other Plan, or transfers its assets to any other Plan, your benefits (or accrued benefits) cannot be less than what you would have been entitled to if the Plan were terminated immediately before the merger, consolidation, or transfer.

TERMINATION OR PARTIAL TERMINATION OF THE PLAN

In the event that the Plan terminates in whole or in part, the assets of the Plan will be allocated in the following order:

1. Pensioners and those eligible to receive pensions
2. Other vested Participants and vested former Participants
3. Other Participants.

PENSION BENEFITS ARE INSURED

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. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870, or $1,072.50 per month; the maximum annual guarantee for a retiree with 10 years of service would be $4,290, or $357.50 monthly.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become totally and permanently disabled from all future employment before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) The date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non- pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and 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.

HOW THE FUND IS ADMINISTERED

The Fund is self-administered.

The Fund Administrator is:

The Board of Trustees
c/o Executive Director
New England Health Care Employees Pension Fund
77 Huyshope Avenue, Hartford, CT 06106

There are an equal number of Union and Employer Trustees. Employer Trustees are designated by employers that contribute to the Fund. Union trustees are designated by the Union.

EMPLOYER TRUSTEES

UNION TRUSTEES

SUCCESSORS TO THE NATIONAL PENSION FUND

For many years, the National Pension Fund for Hospital and Health Care Employees served participants and beneficiaries in various areas of the country, including New York, Pennsylvania, New Jersey, and New England.

On January 1, 1991, the Trustees of The National Pension Fund agreed to separate the Fund geographically, and approved the formation of five new successor pension funds:

New England: The New England Health Care Employees Pension Fund

Philadelphia:	The Pension Fund for Hospital and Health Care Employees -- Philadelphia and Vicinity
New York:	The 1199 Health Care Employees Pension Fund
New Jersey:	The District 1199J-New Jersey Health Care Employees Pension Fund
Connecticut:	The Connecticut Health Care Associates Pension Fund

All participants, retirees and beneficiaries who had credits with The National Pension Fund on December 31, 1990, were *automatically* transferred to the Successor Fund for their region on January 1, 1991.

If you were a participant of this Fund on January 1, 1991, all Credited Service you had with the National Pension Fund for Hospital and Health Care Employees as of December 31, 1990, counts toward your pension in the New England Health Care Employees Pension Fund. Starting January 1, 1991, you earn credits with, and receive payments from, The New England Health Care Employees Pension Fund.

The New England Health Care Employees Pension Fund has Reciprocity Agreements with the other four (4) successor funds. These Agreements may apply to you if you were a participant of one of the other successor funds on January 1, 1991, and became a participant of this Fund after that date.

RECIPROCITY AGREEMENTS

The New England Health Care Employees Pension Fund has signed Reciprocity Agreements with certain organizations. A purpose of these Agreements is to give you vesting credit if you change jobs or transfer in or out of the collective bargaining unit. You should contact the Pension Fund office to obtain a list of these organizations.

DEFINITIONS

These are definitions of terms often used with pensions. Call the Pension Fund for more detailed information.

Actuarial Amount (Factor): A statistical calculation based on life expectancy according to age and rates of interest.

Annual Future Service Pension: The portion of your annual pension benefit based on Credited Future Service.

Annual Past Service Pension: The portion of your annual pension benefit based on Credited Past Service.

Applicable Effective Date: The date a Contributing Employer first became obligated to make Contributions for members of your collective bargaining unit.

Approved Absence: A period of time that you may stop working due to parental leave or military service, without it constituting a break-in-service.

Average Final Pay: An average of your regular pay used to determine your pension based on future service. This figure is calculated by selecting the 5 consecutive years in which you earned the highest regular pay from the last 10 years you worked in covered job categories, then adding the wages together and dividing by 5.

Beneficiary: The person or persons, including your spouse, that you designate to receive payments from the Pension Fund after your death.

Break-in-Service: Except for an Approved Absence, the period between the time that you stop working for a contributing employer and the time that you go back to work for a contributing employer, if you do not work more than 500 hours in that Plan Year.

Contributing Employer: Any hospital, nursing home, or institution in a related field, or any retail drug store or company in a related field which has been accepted by the Trustees, that has a collective bargaining agreement with the Union that says your employer must make contributions to the Pension Fund, or report the employment of its employees to the Pension Fund. Also, other employers who are accepted by the Trustees or an employer who is required by law to make contributions to the Fund.

Contributions: Payments made to the Pension Fund by your contributing employer on your behalf, according to the terms of the collective bargaining agreement between your employer and the Union, or the terms of an agreement between your employer and the Pension Fund, or as required by law.

Covered Job Category: A) Bargaining unit position covered by a collective bargaining agreement under which your employer is required to make contributions to the Fund, or to report your employment to the Fund; B) Non-bargaining unit position covered by a Participation Agreement under which your employer is required to make contributions to the Fund, or to report your employment to the Fund.

Credited Service: The months and years you worked for a contributing employer. This is used to determine your annual pension benefit.

Credited Future Service: One month of credit towards your pension for every month you work for a contributing employer in a covered job category **after** that employer became a contributing employer for your bargaining unit. This is used to determine your Annual Future Service Pension.

Credited Past Service: One month of credit towards your pension for every month you worked for a contributing employer in a covered job category **before** that employer became a contributing employer for your bargaining unit. However, if the date your employer was first required to make contributions on your behalf and on behalf of your bargaining unit is on or after February 1, 2011, your Credited Past Service will be limited to one month for every two months of your Credited Future Service with the Fund. You must have been in that bargaining unit on the date that employer started making contributions for your job category. This is used to determine your Annual Past Service Pension.

ERISA: Employee Retirement Income Security Act, adopted in 1974 and Amended. This federal law governs your rights as a Fund Participant.

Fund, Pension Fund, or Trust Fund: The New England Health Care Employees Pension Fund.

Fund Administrator: The Board of Trustees, c/o Executive Director, The New England Health Care Employees Pension Fund.

Normal Retirement Age: The later of age 65 or five years of participation in the Plan.

Participant: You become a Participant in the Plan on the first day a contributing employer is required to either report to the Fund that you are a permanent employee or to make contributions to the Fund on your behalf. Participants include those represented by New England Health Care Employees Union, District 1199 who were transferred from the National Pension Fund for Hospital and Health Care Employees on January 1, 1991.

Participation Agreement: A written agreement between the Fund and a non-collectively bargained contributing employer, including the New England Health

Care Employees Pension Fund, the New England Health Care Employees Welfare Fund, the New England Health Care Employees and Connecticut Nursing Homes Training and Upgrading Fund, former Districts of the National Union of Hospital and Health Care Employees and Seattle NW Training Fund that were accepted as contributing employers following the 1991 separation of the National Pension Fund for Hospital and Health Care Employees.

Past Service Pay: Your annual base pay on the day you became a Fund participant discounted to 1970 when the original National Plan was established. This is used to calculate your pension benefit based on Credited Past Service, if applicable.

Pension Effective Date: The first day of the first calendar month after you have submitted a completed application for benefits.

Plan: The Pension Plan of The New England Health Care Employees Pension Fund, effective January 1, 1991.

Plan Year: Same as the Calendar Year -- January 1st to December 31st.

Post-Retirement Option: One of the optional forms in which you can receive your pension.

Pre-Retirement Coverage: Pension coverage to protect your spouse if you die after you are vested but before you retire.

Prior Plan: Predecessor of this Plan, the National Pension Fund for Hospital and Health Care Employees

Reciprocity Agreement: An agreement by the Trustees of the Pension Fund with another pension plan to allow credit for vesting purposes in the Plan by a Participant after she or he becomes covered by the other plan (Reciprocal Plan).
Regular Pay: Your total earnings in a Plan Year for which your employer is required to report and contribute to the Fund.

Required Beginning Date: April 1st of the year after the year in which you reach age 70½ or stop working, if later.

Spouse: The person to whom you are lawfully married at the time of your retirement or death.

Survivor Benefits: The benefits that go to your spouse or other beneficiary after your death.

Vesting or Vested: Earning, or have earned, the right to a pension when you retire. You become vested after you have worked a minimum number of years for one or more contributing employer(s).

Vesting Service: Years you work for a contributing employer or an employer with a Reciprocity Agreement with the Pension Fund before or after you've been promoted or change jobs and are no longer working in a covered job category. Also, you earn one Year of Vesting Service if you work 1,000 or more hours in a Plan year for a contributing employer. Vesting Service is added to Credited Service (provided that your service for the same period will not be counted twice) to determine whether you qualify for your pension, but only Credited Service is used to determine the amount of your pension.

NEW ENGLAND HEALTH CARE EMPLOYEES PENSION FUND

(amended and restated as of January 1, 2010)

PLAN DOCUMENT

Effective
January 1, 1991

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The Plan, effective January 1, 1991, and as it may be amended from time to time, has been adopted by the Trustees of the New England Health Care Employees Pension Fund, a successor fund to the National Pension Fund for Hospital and Health Care Employees, to fulfill the purpose of said Trust Fund. The purpose is to provide pension or retirement benefits for Employees covered under a collective bargaining agreement between the Union and a Contributing Employer in accordance with which the Contributing Employer is required to make Contributions to the Trust Fund by reason of the service of the Employee or covered under a non-collectively bargained Participation Agreement between their Employer and the Fund. The Trust Fund and New England Health Care Employees Pension Fund was created pursuant to an "Agreement and Declaration of Trust" executed by the sponsoring Union, the New England Health Care Employees Union, District 1199, AFL-CIO and certain New England Employers on October 19, 1989. The Plan was fully restated in 2001 and 2010.

The Plan is hereby amended and restated effective January 1, 2010 with each legislatively required provision in this restated document effective as required by the respective and applicable laws.

The terms and conditions of the New England Health Care Employees Pension Fund, effective January 1, 1991, and as it may hereafter be amended from time to time, establish the rights and obligations with respect to Participants who retire or otherwise cease to be active Participants as of January 1, 1991 and thereafter.

The terms and conditions of the National Pension Plan for Hospital and Health Care Employees fix and determine the rights and obligations with respect to former Participants who retired or otherwise ceased to be active Participants prior to January 1, 1991. For this purpose, an active Participant is deemed to be one for which Contributions are required for January 1, 1991 or later.

The Plan also contains various provisions adopted by reason of the Employees' Retirement Income Security Act of 1974.

All "Credited Service" and "Years of Vesting Service" earned by any Participant in this Plan prior to January 1, 1991 by reason of participation in the National Pension Fund for Hospital and Health Care Employees have been transferred in full to the New England Health Care Employees Pension Fund.

SECTION 1
Definitions

As used herein, the words and phrases below shall have the following meanings:

1.1 "Actuarial Equivalent" or "Equivalent Actuarial Value" means a benefit of equivalent value when computed on the basis of the rate of interest and the actuarial tables last adopted by the Trustees.

1.2 "Pension Effective Date"

(a) Subject to (b) and (c) below, for a Participant whose benefits are payable in an annuity form of payment, such Participant's Pension Effective Date is the first day of the first calendar month after the Participant has submitted a completed application for benefits. In the case of a married Participant, actual benefit payments will not commence until 30 days after the Plan advises the Participant and spouse of the available benefit payment options, unless the benefit is being paid as a Joint and Survivor Option at or after the Participant's Normal Retirement Age.

(b) The Pension Effective Date will not be later than the Participant's Required Beginning Date as defined in Sections 4.5 and 4.6.

(c) The Pension Effective Date for a Beneficiary or Alternate Payee will be determined under subsections (a), (b) and (e), except that references to the Joint and Survivor Option and spousal consent do not apply.

(d) A Participant who retires before her Normal Retirement Date and then earns additional benefit accruals under the Plan through re-employment will have a separate Pension Effective Date determined under this section with respect to those additional accruals.

(e) For administrative reasons such as the need to obtain reliable information to calculate benefits, actual payments may begin after the scheduled Pension Effective Date. The delay will not affect the Pension Effective Date or the calculation of benefits, but when payments actually begin the Participant shall receive a payment to cover the benefits due for all months after the Pension Effective Date.

1.3 "Applicable Effective Date" means, for each Participant in the Plan, the date a Contributing Employer became obligated to make Contributions to the Trust Fund of the New England Health Care Employees Pension Fund or the National Pension Fund, whichever occurred earlier, for members of the collective bargaining unit in which the Participant was employed when she first became a Participant in the Plan or Prior Plan.

1.4 "Approved Absence" means the period, not in excess of six (6) months, during which a Participant ceases to be an active Employee due to layoff or illness or maternity leave provided she again becomes an Employee within sixty (60) days of the date she is first able to again become an active Employee. Approved Absence shall also include the period during which the Participant is in military service with the armed forces (including Coast Guard and Merchant Marine Service) if she has reemployment rights under applicable laws and complies with the requirements of the law as to reemployment and is reemployed and again becomes an Employee within sixty (60) days of the date she is able to do so.

1.5 "Average Final Pay" means for each Participant, average Regular Pay during five (5) highest consecutive Plan Years after her Applicable Effective Date and within her last ten (10) Plan Years of Credited Future Service coinciding with and preceding the Participant's retirement date, date of termination or date of death, whichever occurs earlier. If a Participant's Credited Future Service totals five (5) years or less, or she has less than sixty (60) months of service during the five (5) highest consecutive Plan Years, her "Average Final Pay" shall be deemed to be the average of her Regular Pay during the period of Credited Future Service of less than sixty (60) months.

1.6 "Break in Service" means a Plan Year during which a Participant does not accumulate more than five hundred (500) Hours of Vesting Service.

1.7 "Contributing Employer" means any hospital, nursing home or institution in a related field or any drug store, company or institution in a related field, which has a collective bargaining agreement with the Union by the terms of which it agrees to make contributions to the Trust Fund which has been accepted by the Trustees, employers of non-bargained employees, as defined in Section 1.16, and any other employer upon its being accepted as a contributor by the Trustees, in accordance with this Section. A Contributing Employer shall cease to be a Contributing Employer within the meaning of the Plan when it is no longer obligated, pursuant to a collective bargaining agreement with the Union, by operation of law, or a written agreement with the Trustees, to make contributions to the Fund in the amount the Trustees, in their sole discretion, have determined is appropriate to fund the Plan of benefits, or when it otherwise ceases to maintain the Pension Plan. An Employer whose status as a Contributing Employer is terminated under this paragraph will be readmitted as a Contributing Employer according to such terms and conditions as the Trustees shall adopt by resolution. The termination of an employer's status as a Contributing Employer under this paragraph shall in no way modify, change or diminish such employer's obligations to the Fund pursuant to its collective bargaining agreements or its written agreement with the Trustees.

1.8 "Contributions" means: (1) the payments to the Trust Fund provided for by the terms of the applicable collective bargaining agreement between the Union and any Contributing Employer, and (2) the requisite payments to the Trust Fund by a Contributing Employer on behalf of a non-bargained employee pursuant to a written agreement with the Fund in accordance with paragraph 10.5. Where contributions or payroll reports are not made when due, the Contributing Employer and its successors and assigns shall be obligated to pay the Fund interest, late report charges and other charges authorized by ERISA as set forth in the Collection Policy adopted by the Fund Trustees.

1.9 "Covered Employment" means employment with a Contributing Employer as described in 1.7 and 1.16.

1.10 "Credited Service" or "Credited Past Service" or "Credited Future Service" means service for which credit is allowed under Section 3.

1.11 "Effective Date of the Plan" means January 1, 1991.

1.12 "Employee" means a person employed by a Contributing Employer under an agreement that requires the Contributing Employer to make contributions to the Fund on the Employee's behalf. The term "Employee" includes a leased employee of an Employer, within the meaning of Section 414(n) of the Internal Revenue Code, who otherwise meets the conditions for participation, vesting and/or benefit accrual under the Fund.

A Participant who has applied for and is eligible for weekly disability benefits from the New England Health Care Employees Welfare Fund is considered a Participant for the purposes of this Plan for the duration of the weekly disability benefits.

Notwithstanding the foregoing, Employee shall not include any person treated as an independent contractor, notwithstanding the fact that such person is later determined to be a common-law employee of the Employer.

1.13 "Employer", when used as an adjective or descriptive noun means Contributing Employers who have collective bargaining relationships with the Union or who have been accepted as a Contributing Employer in accordance with paragraph 10.5.

1.14 "Fund" or "Trust Fund" means the New England Health Care Employees Pension Fund, located at 77 Huyshope Avenue, Hartford, Connecticut, 06106.

1.15 "Hour of Vesting Service" means:

(a) Prior to December 1, 1980:

(i) each sixty (60) minute period for which contributions are required to be made by reason of a Participant's employment as an Employee ("Covered Service"), and

(ii) each sixty (60) minute period during which a Participant is working for a Contributing Employer which is obligated to contribute to the Pension Fund for any of its Employees provided (1) the non-Covered Service precedes or follows Covered Service and (2) no quit, discharge or retirement occurs between such Covered Service and non-Covered Service.

(b) On and after December 1, 1980:

(i) each sixty (60) minute period of a Participant's paid employment as an Employee of a Contributing Employer which the Employer is required to report to the Trust Fund ("Covered Service") and

(ii) each sixty (60) minute period during which a Participant is working for a Contributing Employer in non-Covered Service for which the Contributing Employer is obligated to report to the Pension Fund the employment of any of its Employees provided (1) the non-Covered Service precedes or follows Covered Service, and (2) no quit, discharge or retirement occurs between such Covered Service and non-Covered Service, and (3) payments to the Pension Fund are made by the Contributing Employer if and as required.

(c) Performance of Duties. Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the Plan Year in which the duties are performed; and

(d) Nonworking Paid Time. Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. These hours will be credited for the Plan Year in which the nonworking paid time occurred.

(e) Maternity or Paternity Leave Solely for purposes of determining whether a Break in Service, as defined in Section 1.6, for participation and vesting purposes has occurred in a Plan Year, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight (8) Hours of Vesting Service per day of such absence up to a maximum of 40 hours per week. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (i) by reason of the pregnancy of the individual, (ii) by reason of a birth of a child of the individual, (iii) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Vesting Service credited under this paragraph shall be credited (i) in the Plan Year in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (ii) in all other cases, in the immediately following Plan Year. The Hours of Vesting Service credited for a Maternity or Paternity Leave shall not exceed 501. No credit will be given pursuant to this subparagraph unless the individual furnishes to the Plan Administrator such timely information as the Plan may reasonably require to establish (i) that the absence from work is for maternity or paternity reasons as listed above, and (ii) the number of days for which there was such an absence.

1.16 "Non-Bargained Employee" means a Participant in the Plan whose participation is not covered by a Collective Bargaining Agreement with the Union but who is employed by a Contributing Employer and covered by a Participation Agreement between the Fund and the Contributing Employer. The Non-Bargained Employee Contributing Employers include the New England Health Care Employees Pension Fund, the New England Health Care Employees Welfare Fund, the New England Health Care Employees and Connecticut Nursing Homes Training and Upgrading Fund, and former Districts of the National Union of Hospital and Health Care Employees that were accepted as Contributing Employers following the 1991 separation of the National Pension Fund for Hospital and Health Care Employees. The term Non-Bargained Employee shall also include any Employee who is a "professional employee" as defined in IRS proposed regulation 1.410(b)-9(g).

1.17 (a) "Normal Retirement Age" for a Participant whose last Hour of Vesting Service was on or after July 1, 1989 means the later of attaining sixty-five (65) or the 5th anniversary of the date a Participant commenced participation in the Plan. Normal Retirement Age for a Participant whose last Hour of Vesting Service was prior to July 1, 1989 is the later of attaining age sixty-five (65) or the 10th anniversary of the date a Participant commenced participation in the Plan.

(b) "Normal Retirement Date" means the date described in Section 4.1.

1.18 "Participant" means an Employee admitted to participation in this Plan pursuant to the provisions of Section 2 hereof.

1.19 "Past Service Pay" means for each Participant, her rate of annualized base pay in effect on her Applicable Effective Date and discounted back to January 1, 1970, by uniform factors previously adopted by the Retirement Committee of the Prior Plan and as later amended and as set forth in Table A to this Plan.

1.20 "Pensioner" means a Participant who retires and who is eligible for and receiving pension benefits under this Plan. The term "Pensioner" shall also include a former Employee who retired from the employ of a Contributing Employer on, or immediately prior to, the Applicable Effective Date provided, as determined by the Fund, she meets the age and service requirements of Paragraph 4.1 or Paragraph 4.2 and thereby is deemed eligible for pension benefits under the Plan.

1.21 "Pension Fund" means the Trust Fund when referenced as an employer.

1.22 "Plan" means the Pension Plan of the New England Health Care Employees Pension Fund effective January 1, 1991, as subsequently amended and restated.

1.23 "Plan Year" means the twelve (12) month period commencing each January 1st.

1.24 "Post-Retirement Option" means one of the optional forms of pension after retirement as provided in Section 7.

1.25 "Prior Plan" means the Pension Plan of the National Pension Fund For Hospital and Health Care Employees effective January 1, 1970 and amended and restated January 1, 1975 and any predecessor Plan.

1.26 "Reciprocal Plan" means a pension or retirement Plan with which this Plan has instituted reciprocity in accordance with a resolution adopted pursuant to Paragraph 10.6.

1.27 "Regular Pay" shall mean, for any Plan Year, all of a Participant's compensation from one or more Contributing Employers (W-2 reported earnings) that is subject to federal income taxation under Section 3101(a) of the Internal Revenue Code without applying the dollar limitation of Section 3121(a) of the Internal Revenue Code. The annual Regular Pay of each Participant taken into account under the Plan for any year shall not exceed $200,000 as adjusted for increases in the cost-of-living in accordance with Code section 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year not exceeding 12 months, over which Regular Pay is determined beginning in such calendar year.

In the event of a short Plan Year, such dollar limitation shall be divided by 12 and multiplied by the number of months in the short Plan Year.

1.28 "Appeals Committee" means the Retirement Committee designated by the Trustees, if established.

1.29 "Trust Agreement" means the Agreement and Declaration of Trust dated October 19, 1989, including any amendments thereto or modifications thereof.

1.30 "Trustees" or "Board of Trustees" means the Trustees provided for in the Trust Agreement and their Successors.

1.31 "Union" means the New England Health Care Employees Union, District 1199, AFL-CIO and any successor union in a bargaining unit formerly represented by New England Health Care Employees Union, District 1199, provided that the Fund participation terms in any collective bargaining agreements covering such bargaining units that are negotiated by the successor union must be approved by the Fund Trustees.

1.32 "Year of Vesting Service" means:

(a) for all Plan Years under the Plan or Prior Plan beginning on or after January 1, 1976, a Plan Year in which a Participant accumulates at least one thousand (1,000) Hours of Vesting Service; and

(b) for those who were Participants on January 1, 1976 and for all Plan Years prior to January 1, 1976 the number of years of Credited Service prior to January 1, 1976, exclusive of fractions of a year.

1.33 (a) "Year of Credited Past Service" means 12 months of Credited Past Service.

(b) "Year of Credited Future Service" means 12 months of Credited Future Service.

(c) "Year of Credited Service" means 12 months of any combination of (a) or (b).

(d) "Calendar Year of Credited Future Service" means 12 months of Credited Future Service in a calendar year.

1.34 "Retirement Date" means Normal Retirement Date, Early Retirement Date, or Disability Retirement Date described in Section 4.

1.35 Wherever used in this Plan, the feminine pronoun shall be deemed to include the masculine and the singular shall include the plural.

Section 2
Participation

2.1 Each Employee shall become a Participant in the Plan as of the first month for which a Contributing Employer becomes required to report her employment or make Contributions to the Trust Fund on her behalf.

If an Employee is on an approved leave of absence when her Employer becomes a Contributing Employer, whether her leave is compensated or not, as provided in Section 1.15(d) and (e) and she returns to work within seven (7) days after her leave of absence has ended, provided employment has been made available, she will become a Participant in the Plan as of her Applicable Effective Date.

2.2 A Participant shall cease to be a Participant only as follows:

(a) On the later of the date on which,

(i) she ceases to be an Employee for a period of five consecutive Plan Years excluding Approved Absence, subject to the provisions of Paragraph 2.6, or

(ii) the number of consecutive one year Breaks in Service is equal to or exceeds the total number of Years of Vesting Service accrued prior to the first of such consecutive one year Breaks in Service.

(b) If she dies prior to retirement, or

(c) If she retires under the Plan, and, if employed, works fewer than 40 hours per month and her Employer is not obligated to contribute to the Fund on her behalf.

2.3 If a Participant ceases to be a Participant, is not vested hereunder, and again becomes a Participant, she shall be considered a new Participant of the Plan for all purposes.

2.4 A Pensioner who becomes employed more than forty (40) hours per month for a Contributing Employer, whether or not her Employer is required to contribute on her behalf, shall be subject to the provisions of Section 7.9.

2.5 A Participant who ceases to be a Participant pursuant to Section 2.2(a), and is entitled to a deferred pension in accordance with Section 6 and who again becomes a Participant, shall receive credit for all Vesting and Credited Service prior to her becoming a new Participant for purposes of vesting in accordance with Article 6 and shall maintain her entitlement to said deferred pension for Credited Service prior to resuming participation. She shall be considered a new Participant for her Credited Service after resumption of participation for purposes of determining her amount of pension in accordance with Section 5.

2.6 A Participant who ceases to be an Employee will continue as a Participant and may become eligible for benefits under this Plan if she remains continuously covered by any Reciprocal Plan or in contiguous service with her Employer pursuant to Department of Labor regulation 2530.210. Conversely, a person with coverage under any Reciprocal Plan who becomes a Participant may become eligible for benefits under this Plan.

The conditions for determining eligibility for benefits will be specified in the applicable resolutions for reciprocity with the Reciprocal Plan referred to in the paragraph above, but, anything to the contrary notwithstanding, the pension payable under this Plan shall be based solely on the Participant's Credited Service, Past Service Pay and Average Final Pay under this Plan.

2.7 A Participant or Pensioner shall file such information as the Trustees shall require in order to establish and/or maintain her eligibility for pension.

2.8 Contributions:

The Employer's contributions shall be delivered to and held by the Trustees as provided under the Trust Agreement. The Trust Fund so held by the Trustees shall be used to pay benefits and expenses in accordance with the Plan, Trust Agreement, and any agreements with an insurance company or other financial institution constituting a part of the Plan and Trust.

Any Employer contribution which is made contingent upon its being tax deductible under the Code and is determined to be nondeductible may, in the Trustees sole discretion, be returned to the Employer (to the extent the deduction is disallowed) within one (1) year after the disallowance of the deduction.

In the event the Employer shall make a contribution under a mistake of fact pursuant to Section 403(c)(2)(A) of the Act, the Employer may request repayment of such contribution at any time within one (1) year following the time of payment and the Trustees may in their sole discretion return such amount to the Employer within the one (1) year period. Earnings of the Plan attributable to the contributions may not be returned to the Employer but any losses attributable thereto must reduce the amount so returned.

SECTION 3
Credited Service

3.1 The term "Credited Service" as used in connection with determining eligibility for benefits shall be the sum of Credited Past Service plus Credited Future Service as defined in Paragraph 3.2 plus service for which credit is allowed in accordance with resolutions adopted with respect to any Reciprocal Plan. Credited Service for eligibility for benefits shall include an "Approved Absence" for military service while a Participant under this Plan.

3.2 The term Credited Service as used in calculating benefit amounts in Section 5 and Section 6 shall be specifically identified as:

(a) (i) Credited Future Service prior to December 1, 1980, except as provided in (c), means for each Participant, her total service on and after her Applicable Effective Date and credited at the rate of one (1) month for each month for which Contributions are required by reason of the Participant's employment.

(ii) Credited Future Service on and after December 1, 1980, except as provided in (c), means for each Participant, her total service on and after her Applicable Effective Date and credited at the rate of one (1) month for each month for which contributions are required by reason of the Participant's paid employment as an Employee of a Contributing Employer.

(b) Credited Past Service shall be granted only to an Employee who became a Participant as of her Applicable Effective Date. It shall be determined as of the date Participation ceases and, except as provided in (c), it means for each Participant her total service prior to her Applicable Effective Date with all Contributing Employers. Such service shall include Approved Absence for military service and any service to be specifically recognized as Credited Past Service pursuant to resolutions adopted with respect to any Reciprocal Plan.

Credited Past Service shall not be granted for any service with a Contributing Employer in a job category which has not been included for pension coverage under this Plan (i.e., contributions required) at the time participation ceases.

The Credited Past Service segments for each Participant shall be computed in years and months from the first of the month of employ to the first of the month after which the Participant terminated her employ, if such was the case, but in no event will Credited Past Service be allowed for service after the Applicable Effective Date.

(c) Anything to the contrary notwithstanding, a Participant who participated in the Prior Plan shall have her Credited Service to January 1, 1991 determined in accordance with the Prior Plan.

3.3 Periods of concurrent Credited Service shall be considered as one and the same so that there is no duplicate credit. If, due to different Applicable Effective Dates, a Participant has periods of concurrent Credited Past Service and Credited Future Service, then only Credited Future Service shall be granted for such periods.

3.4 A Participant shall receive Credited Future Service for military service in the Armed Forces of the United States of America, provided the Participant left employment for the purpose of entering the Armed Forces of the United States of America, returns to Covered Employment within ninety (90) days after her discharge or separation from the Armed Forces, receives a certificate from the Armed Forces stating satisfactory completion of her military services and serves not more than four (4) years. In any event, a Participant shall receive Credited Future Service in accordance with Veteran's Reemployment Rights Act.

SECTION 4
Retirement Dates

4.1 Normal Retirement Date: A Participant's Normal Retirement Date is the first of the month following the earlier of,

(a) attainment of Normal Retirement Age as defined in Section 1.19,

(b) the later of age 65, or

(c) for Participants whose last Hour of Vesting Service with a Contributing Employer was prior to July 1, 1989, the completion of:

(i) ten Years of Credited Service, or
(ii) ten Years of Vesting Service.

(d) for Participants whose last Hour of Vesting Service with a Contributing Employer was on or after July 1, 1989, the completion of:

(i) five Years of Credited Service, or
(ii) five Years of Vesting Service.

(e) for Participants whose last hour of Credited Future Service with a Contributing Employer was after May 1, 1998, the completion of:

(i) five Years of Credited Service, or
(ii) five Years of Vesting Service, or
(iii) any combination of five (5) Calendar Years of Credited Service or Years of Vesting Service, provided that an employee's service for the same period shall never be counted twice.

A Participant may continue to work for a Contributing Employer beyond Normal Retirement Date in which case she shall continue to accrue Credited Future Service.

4.2 Early Retirement Date: A Participant's Early Retirement Date is the first of the month following both:

Attainment of age 55, and

(a) for Participants whose last Hour of Vesting Service with a Contributing Employer was prior to July 1, 1989, the completion of:

(i) ten Years of Credited Service, or
(ii) ten Years of Vesting Service.

(b) for Participants whose last Hour of Vesting Service with a Contributing Employer was on or after July 1, 1989, the completion of:

(i) five Years of Credited Service, or
(ii) five Years of Vesting Service.

(c) for Participants whose last hour of Credited Future Service with a Contributing Employer was after May 1, 1998, the completion of:

(i) five Years of Credited Service, or
(ii) five Years of Vesting Service, or
(iii) any combination of five (5) Calendar Years of Credited Service or Years of Vesting Service, provided that an employee's service for the same period shall never be counted twice.

4.3 A Participant's Disability Retirement Date is the first of the month of the effective date of the award of disability benefits under the federal Social Security Act, but no earlier than two years prior to the filing of the application for pension with the Pension Fund office, provided that, on such date, (i) the Participant is totally and permanently disabled from all future employment, (ii) her disabling condition did not arise subsequent to her last day of Credited Future Service, (iii) she has been awarded disability benefits under the federal Social Security Act, and (iv) she meets one of the following requirements:

(a) Ten years of Credited Service; or

(b) With respect to a Participant who has earned Credited Future Service on or after July 1, 1989, five Years of Credited Service.

4.4 The fact that a Participant has applied for, and is eligible for weekly disability benefits from the New England Health Care Employees Welfare Fund, shall not affect the Participant's eligibility for a Normal Retirement Pension, Early Retirement Pension or Disability Pension. The Participant's pension application will be processed and, if approved with an effective date during a period that the Participant received weekly short-term disability payments from the Welfare Fund, the Pension Fund shall reimburse the Welfare Fund up to the amount of the monthly pension benefit, but in no event more than the amount of short-term disability benefits paid by the Welfare Fund in a given month.

4.5 A Participant who has not yet attained age 70-1/2 and a former Participant eligible for a deferred monthly pension pursuant to Paragraph 6.1 who has not attained age 70-1/2 shall specify, in her application for pension, the date she wishes payments to commence. Except as provided in Section 4.6, payments of a Normal Retirement Pension or Early Retirement Pension shall not commence effective before the later of the month following actual retirement or the filing of the application.

4.6 Whether or not an application has been filed, a Participant continuing to work beyond Normal Retirement Date who has attained age 70-1/2 prior to January 1, 2002 and a former participant eligible for a deferred monthly pension pursuant to Paragraph 6.1 who has attained age 70-1/2 shall receive pension payments commencing on her Required Beginning Date.

For Participants who attain age 70-1/2 prior to January 1, 2002, Required Beginning Date means the April 1st of the year after the year during which age 70-1/2 is attained.

For all other Participants, Required Beginning Date means the April 1st of the year after the year during which occurs the later of the date she ceases to be an Employee or attains age 70-1/2.

If a Participant does not file a pension application prior to her Required Beginning Date, pension payments shall automatically commence in the form of a Joint and One Half (50%) Survivor Option for married participants and in the form of a Straight Life Option for unmarried participants. If a Participant's marital status is unknown, benefit payments will initially commence in the form of a Joint and One Half (50%) Survivor Option calculated as if the participant was married with a spouse 20 years younger than the participant.

Section 7.3(g) shall apply to any benefit option selected by a Participant to commence a benefit as of her Required Beginning Date, including any benefit option automatically commenced under this section because a Participant failed to file a Pension Application prior to her Required Beginning Date unless the Participant makes a subsequent election. Any additional benefit accruals after the Required Beginning Date will be paid in the form of the benefit option commenced as of the Required Beginning Date.

An active Employee of a facility newly entered into the Plan who has attained age 70-1/2 prior to January 1, 2002 and prior to the Plan Year during which such facility became obligated to make contributions to the Fund will be paid their accrued retirement benefit as of the January 1 next following the Applicable Effective Date for that facility, provided that the Employee has at least one month of Credited Future Service by that date. An active Employee of a facility newly entered into the Plan who attained age 70-1/2 prior to January 1, 2002 and in the Plan Year during which such facility became obligated to make contributions to the Fund will be paid their accrued retirement benefit as of the April 1 following the calendar year in which age 70-1/2 is attained.

SECTION 5
Amount of Pension

5.1 Normal Retirement Pension: The monthly normal retirement pension payable under the Straight Life Option to an unmarried retiree commencing on or after a Participant's Normal Retirement Date shall be one-twelfth of an amount determined in accordance with (a) or (b) or (c) below:

(a) With respect to a Participant for which Contributions are required to be made by a Contributing Employer on or after May 28, 1993 on account of employment with a Contributing Employer contractually obligated to make contributions at not less than the minimum rate established by the Trustees for this benefit:

(i) the benefit for Credited Future Service (after her Applicable Effective Date) shall be 1.80% of her Average Final Pay multiplied by her Credited Future Service, plus

(ii) the benefit for Credited Past Service (prior to her Applicable Effective Date), shall be 2.25% of her Past Service Pay, multiplied by her Credited Past Service, to a maximum of $100.00.

(b) With respect to a Participant whose last Hour of Vesting Service was on or after July 1, 1984 but before May 28, 1993 on account of employment with a Contributing Employer contractually obligated to make contributions at not less than the minimum rate established by the Trustees for this benefit:

(i) the benefit for Credited Future Service (after her Applicable Effective Date) shall be 1.80% of her Average Final Pay multiplied by her Credited Future Service, plus

(ii) the benefit for Credited Past Service (prior to her Applicable Effective Date), shall be 1.5% of her Past Service Pay, multiplied by her Credited Past Service, to a maximum of $66.00.

(c) with respect to a Participant whose last Hour of Vesting Service was on or before June 30, 1984 on account of employment with a Contributing Employer contractually obligated to make contributions at not less than the minimum rate established by the Trustees for this benefit:

(i) the benefit for Credited Future Service (after her Applicable Effective Date), which is 1.45% of her Average Final Pay multiplied by her Credited Future Service, plus

(ii) the benefit for Credited Past Service (prior to her Applicable Effective Date), shall be 1.5% of her Past Service Pay, multiplied by her Credited Past Service, to a maximum of $66.00.

(d) Notwithstanding the above, if any pension determined as of or after the April 1 following the calendar year in which the Participant attains age 70-1/2 is payable at a later date, in no event will such amount be less than the amount payable as of the April 1 following the calendar year in which the Participant attains age 70-1/2 increased at the rate of 8% per year, compounded annually, with respect to the period commencement is deferred. If a Participant attained age 70-1/2 prior to 1996, the actuarial increase begins on January 1, 1997.

The monthly Normal Retirement Pension payable to a married retiree shall be determined by applying to the amount determined in accordance with (a), (b), (c) or (d) of this Section 5.1 the appropriate reduction in order to provide a Joint and One Half (50%) Survivor Option with her spouse as her joint pensioner as defined in Section 7.2(c).

5.2 Early Retirement Pension

(a) The amount of immediate Early Retirement Pension shall be an amount computed in accordance with the formula in Paragraph 5.1, based on Average Final Pay and Credited Service to Early Retirement Date, but reduced by one-half percent (.5%) for each month by which the Early Retirement Date precedes the Normal Retirement Date.

(b) In lieu of an immediate monthly pension, a Participant may elect a deferred Early Retirement Pension to commence on the first of any month after her Early Retirement Date and on or before her Normal Retirement Date in which case such Early Retirement Pension shall (except for participants that qualify under (c) below) be the amount computed in accordance with the formula in Paragraph 5.1, based on Average Final Pay and Credited Service to her Early Retirement Date, but reduced by one-half percent (.5%) for each month in which payments commence prior to Normal Retirement Date.

(c) The monthly amount of an Early Retirement Pension for a Participant who has earned at least one hour of Credited Future Service on or after May 28, 1993 and before January 1, 1998 shall be the combination of:

(i) the amount computed in accordance with the formula in Paragraph 5.1, based on Average Final Pay and Credited Service calculated as of December 31, 1997, but reduced by one-quarter of one percent (.25%) for each month in which payments commence prior to the Normal Retirement Date; plus,

(ii) the amount computed in accordance with the formula in paragraph 5.1 but based on Average Final Pay and Credited Service to Early Retirement Date less the amount determined in paragraph (i) above prior to the reduction and reduced by one-half percent (.5%) for each month in which payments commence prior to Normal Retirement Date.

(d) A Participant who has earned Credited Future Service on or after January 1, 2000, shall be eligible for an unreduced Early Retirement Pension if she qualifies under either (i) or (ii) and she satisfies conditions defined under (iii):

(i) Rule of 90. She has attained age 55 and the sum of her age and Years of Credited Service, or Years of Vesting Service or any combination of Years of Credited Service or Years of Vesting Service, provided that service for the same period shall never be counted twice, is at least ninety (90); or,

(ii) she has attained the age of sixty-two (62) and completed twenty-five (25) Years of Credited Service, or Years of Vesting Service or any combination of Years of Credited Service or Years of Vesting Service, provided that service for that same period shall never be counted twice; and,

(iii) She must have completed ten (10) Years of Credited Future Service with the Fund and must have worked in Covered Service for the ten (10) years immediately preceding such Early Retirement Date.

5.3 Disability Pension: Disability Pension is payable under the optional form in Paragraph 7.2(a) in an amount computed in accordance with the formula in Paragraph 5.1 but based on Average Final Pay and Credited Service to Disability Retirement Date.

Notwithstanding any other provision to the contrary, the Disability Pension payments under this Paragraph 5.3 shall be made only during the period that the Pensioner satisfies the conditions of disability as defined in Paragraph 4.3 except that any such Pensioner who receives Disability Pension payments to her Normal Retirement Date shall have such pension payments converted to a Normal Retirement Pension, with Pension Options offered, provided she is not an active Participant. Additionally, such Pensioner may elect to end her Disability Pension and apply for an Early Retirement Pension at any time that she meets the eligibility criteria of Section 4.2 and such Early Retirement benefit shall be calculated in accordance with Section 5.2, with Pension Options offered.

5.4 Notwithstanding the provisions of this Section 5 or Section 6, if the Trustees accept a Contributing Employer for participation after the Effective Date of the Plan under special conditions as provided in Section 10.5 they may adopt a different pension formula with respect to the Employees of such Contributing Employer.

5.5 Minimum Pension Amount: When the monthly amount calculated under Paragraphs 5.1, 5.2 or 5.3 is less than $100.00 on a Straight Life Option basis for active Participants with five (5) years or more of Credited Future Service with a Contributing Employer, the amount shall be increased to $100.00. This minimum pension benefit shall only be available to Participants who worked in Covered Employment within six (6) months of the time they were eligible for, and applied for, an Early Retirement Pension, Normal Retirement Pension or Disability pension. The $100.00 minimum pension benefit shall be actuarially reduced for any optional form of benefit other than the Straight Life Option and shall be further reduced for Early Retirement Pension commencement prior to the Normal Retirement Date.

5.6 (a) Benefit Improvements: All Pensioners and Beneficiaries receiving benefits as of June 30, 1993, or whose Pension Effective Date is on or before June 30, 1993, shall receive a cost-of-living increase of $50 per month retroactive to the latest of their Pension Effective Date or January 1, 1991.

(b) All Pensioners and beneficiaries receiving benefits as of July 1, 1994, or whose Pension Effective Date or Disability Retirement Date is before July 1, 1994, shall receive a one time bonus of $500.00 plus a cost-of-living increase of $20.00 per month effective January 1, 2000.

(c) All Pensioners and beneficiaries with a Pension Effective Date or Disability Retirement Date after June 30, 1994 and before July 1, 1995, shall receive a one time bonus of $400.00 plus a cost-of-living increase of $15.00 per month effective January 1, 2000.

(d) All Pensioners and beneficiaries with a Pension Effective Date or Disability Retirement Date after June 30, 1995 and before July 1, 1996, shall receive a one time bonus of $300.00 plus a cost-of-living increase of $10.00 per month effective January 1, 2000.

(e) All Pensioners and beneficiaries with a Pension Effective Date or Disability Retirement Date after June 30, 1996 and before July 1, 1999, shall receive a one time bonus of $100.00 plus a cost-of-living increase of $5.00 per month effective January 1, 2000.

5.7 Contribution Received: Notwithstanding anything to the contrary, a Participant's Average Final Pay and Credited Service shall include any monthly employer contribution(s) required under the applicable collective bargaining agreements that are received by the Fund after the Participant's Pension Effective Date. If payments are received by the Fund after the commencement of pension payments, the Fund shall recalculate the pension benefit after employer contribution payments have ceased and any increase in the pension benefit shall be paid retroactively.

SECTION 6
Vesting

6.1 (a) A Participant whose last Hour of Vesting Service was on or after July 1, 1989 on account of employment with a Contributing Employer in the New England Fund and who ceases to be an Employee and who, on the last day on which she accrued an Hour of Vesting Service had accumulated at least:

(i) five (5) Years of Credited Service, or in the alternative
(ii) five (5) Years of Vesting Service,

but had not attained age fifty-five (55), shall be eligible for a deferred monthly pension to commence on or after the first of any month following attainment of age fifty-five (55).

(b) For Participants whose last hour of Credited Future Service was on or after May 1, 1998 and who, on the last day on which she accrued an Hour of Vesting Service had accumulated at least:

(i) five Years of Credited Service, or
(ii) five Years of Vesting Service, or
(iii) any combination of five (5) Calendar Years of Credited Service or Years of Vesting Service, provided that an employee's service for the same period shall never be counted twice,

but had not attained age fifty-five (55), shall be eligible for a deferred monthly pension to commence on or after the first day of any month following attainment of age fifty-five (55).

(c) Other than as provided in subparagraph (a) and (b) above, a Participant whose last Hour of Vesting Service was prior to July 1, 1989 and who, on the last day on which she accrued an Hour of Vesting Service had accumulated at least:

(i) ten (10) Years of Credited Service, or in the alternative,
(ii) ten (10) Years of Vesting Service,

but had not attained age fifty-five (55), shall be eligible for a deferred monthly pension to commence on or after the first of any month following attainment of age fifty-five (55).

(d) The amount of such Participant's deferred monthly pension shall be based on the Plan as in effect on the last day for which Contributions on her behalf were required, and shall be computed in accordance with paragraph 5.1 but based on

Average Final Pay and Credited Service to the date she ceased to be an Employee, but reduced by one-half (.5%) for each month in which payments commence prior to Normal Retirement Date.

(e) The amount of the deferred monthly pension for a Participant who has earned Credited Future Service on or after May 28, 1993 and before January 1, 1998 shall be the combination of:

(i) the amount computed in accordance with the formula in Paragraph 5.1, based on Average Final Pay and Credited Service calculated as of December 31, 1997, but reduced by one-quarter of one percent (.25%) for each month by which the date pension payments commence precedes the Normal Retirement Date; plus,

(ii) the amount computed in accordance with the formula in paragraph 5.1 but based on Average Final Pay and Credited Service to the date she ceased to be an Employee, less the amount determined in paragraph (i) above prior to the reduction, and reduced by one-half percent (.5%) for each month in which payments commence prior to Normal Retirement Date.

6.2 Vested Benefit At Normal Retirement Age.

Regardless of any other provisions of the Plan, a Participant will be one hundred percent (100%) vested in her Normal Retirement Pension upon the attainment of her Normal Retirement Age while in the employ of the Employer.

SECTION 7
Optional Forms of Pension After Retirement

7.1 A Participant shall specify in her application whether she is applying for Normal Retirement Pension (Paragraph 5.1), or Early Retirement Pension (Paragraph 5.2) or Disability Pension (Paragraph 5.3).

7.2 An application for a Normal Retirement Pension or Early Retirement Pension shall specify one of the Post-Retirement Options to be effective on her Pension Effective Date:

(a) Straight-Life Option: A pension shall be paid to the Pensioner, after all the conditions of Retirement and eligibility have been satisfied, and continued each month for life with the provision that the last payment on her behalf shall be for the month in which death occurs.

(b) Joint and Full (100%) Survivor Option: An actuarially reduced pension shall be paid to the Pensioner, after all the conditions of Retirement and eligibility have been satisfied, and continued each month for life with the provision that after her death such reduced pension shall be continued to be paid monthly to her joint pensioner for life.

(c) Joint and One-Half (50%) Survivor Option: An actuarially reduced pension shall be paid to the Pensioner, after all the conditions of Retirement and eligibility have been satisfied and continued each month for life with the provision that after her death one half of such reduced pension shall be continued to be paid monthly to her joint pensioner for life.

(d) Effective January 1, 2008, Joint and Three-Quarters (75%) Survivor Option: An actuarially reduced pension shall be paid to the Pensioner, after all the conditions of Retirement and eligibility have been satisfied and continued each month for life with the provision that after her death 75% of such reduced pension shall be continued to be paid monthly to her joint pensioner for life.

(e) Lifetime Pension With 120 Payments Guaranteed Option: An actuarially reduced pension shall be paid to the Pensioner, after all the conditions of Retirement and eligibility have been satisfied, and continued each month for life with the provision that after her death and before 120 monthly payments have been received by the Pensioner such reduced monthly pension shall be continued to her beneficiary or beneficiaries until the total number of pension payments on behalf of the Pensioner shall equal 120.

In the event the Pensioner dies within the guaranteed pension payment period without leaving a surviving beneficiary or in the event the beneficiary or beneficiaries survive the Pensioner but nevertheless all died within the guaranteed pension payment period, then the commuted equivalent value of the then remaining guaranteed monthly payments shall be payable to the estate of the last surviving Pensioner or beneficiary, as the case may be.

7.3 The following rules and requirements must be met in order for optional forms of pension to be applicable:

(a) The election must be in writing on a form furnished by the Fund and filed with the Fund prior to or at the Participant's Retirement Date. The date on which the Participant elects the option to become effective must be stated on the form. In no event will the option become effective prior to the date pension payments are to commence.

(b) If a Joint and Survivor Option is elected, the sex and date of birth of the joint pensioner must be stated on the election form, and proof of said date of birth acceptable to the Fund must be submitted within 90 days after the election is filed.

(c) The consent of the joint pensioner or beneficiary shall not be required for the election of an option except as provided in Paragraph 7.6.

(d) An option election may not be made nor will it be accepted by the Fund, or if accepted it shall become null and void, if the pension to any payee under the option would be less than $25 per month except when the Participant's spouse is the joint pensioner under Option (c) in Paragraph 7.2 above where the Participant retires after January 1, 1991.

(e) Subject to Section 7.5(e), a Joint and Survivor Option may not be elected nor will it be accepted by the Retirement Committee, or if accepted it shall become null and void, if the joint pensioner is other than the spouse and it would result in pension payments to the Pensioner of less than sixty percent (60%) of the pension that would otherwise be payable to her had the option not been selected.

(f) If the Participant or Pensioner dies prior to the effective date of the option, or if a Joint and Survivor Option is elected and the Participant's or Pensioner's joint pensioner dies before the effective date, the election shall become null and void. If a Lifetime Pension With 120 Payments Guaranteed Option is elected and the designated beneficiary dies prior to the effective date, the Participant or Pensioner may cancel the option or name a new beneficiary within 60 days, subject to any necessary spousal consent.

(g) The election of the Post-Retirement Option may be canceled or modified anytime prior to the Pension Effective Date. Thereafter, no change or modification may be made except that in the case of a Lifetime Pension With 120 Payments Guaranteed Option, the designated beneficiary or beneficiaries can be changed at any time, subject to any necessary spousal consent.

7.4 The Fund may, where required by law, grant a revision of the form of pension. If the revision is granted by the Fund the amount of any further pension payments shall be actuarially adjusted to reflect payments that were made before the effective date of the revision.

(a) An annuity payment period may be changed only in association with an annuity payment increase described in Section 7.5(a)(iii) or in accordance with Subsection (b) below.

(b) An annuity payment period may be changed and the annuity payments modified in accordance with that change if the conditions in Subsection (c) below are satisfied and;

(i) the modification occurs when the Participant retires or in connection with the Plan termination; or

(ii) the annuity payments after modification are paid under a Joint and Survivor Option 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's becoming married to such spouse.

(c) The conditions in this Subsection (c) are satisfied if:

(i) the future payments after the modification, satisfy the requirements of Section 401(a)(9), Section 1.401(a)(9) of the regulations and this Section (determined by treating the date of the changes as a new Pension Effective Date and the actuarial present value of the remaining payments prior to modification as the entire interest of the Participant);

(ii) for purposes of Section 415 and Section 417 of the Code, the modification is treated as a new Pension Effective Date;

(iii) after taking into account the modification the annuity (including all past and future payments) it satisfies the requirements of Section 415 of the Code (determined at the original Pension Effective Date, using the interest rates and mortality tables applicable to such date); and

(iv) 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 Pension Effective Date under Section 401(a)(9) of the Code and this Section.

7.5 Determination of Amount to be Distributed each Year

(a) Payments under the annuity will satisfy the following requirements:

(i) The annuity distributions will be paid in periodic payments made at uniform intervals not longer than one year.

(ii) Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted except to the extent otherwise permitted in accordance with Section 7.4.

(iii) Payments will either be non-increasing 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 Pension Effective 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;

(1) actuarial gain is measured not less frequently than annually,

(2) 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),

(3) the actuarial gain taken into account is limited to actuarial gain from investment experience,

(4) the assumed interest rate used to calculate such actuarial gains is not less than 3 percent, and

(5) the annuity payments are not increased by a constant percentage as described in Paragraph (C) above;

(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 (e) below, dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;

(F) to pay increased benefits that result from a plan amendment.

(b) The amount that must be distributed on or before the Participant's Required Beginning Date as defined in Section 4.6 (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 9.8) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the Annuity payments for payment intervals ending on or after the Participant's required beginning date.

(c) Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) In the event that a Participant elects one of the Post-Retirement Options described in Section 7.2 (b), (c), (d) or (e), the amount of pension payable by the Fund shall be reduced to pay for the actuarial cost of the applicable option(s).

(e) In no event shall any optional form be permitted which would (i) result in the benefits being payable over a period extending beyond the life of such Participant or the lives of such Participant and his Beneficiary or life expectancy of such Participant or the life expectancy of such Participant and his Beneficiary; or (ii) distribute any remaining balance, in the event of a Participant's death after the commencement of his benefits, less rapidly than the method of distribution in effect prior to his death.

If the Participant's interest is being distributed in the form of a Joint and Survivor Option for the joint lives of the Participant and a non-spouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date, to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2(c)(2) of section 1.401(a)(9)-6, of the Treasury regulations. If the form of distribution combines a Joint and Survivor Option for the joint lives of the Participant and a non-spouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain. If the Pension Effective Date precedes the year in which the Participant reaches age 70, in determining the applicable percentage, the Participant/beneficiary age difference is reduced by the number of years that the Participant is younger than age 70.

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 Q&A-2 of section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the Pension Effective Date. If the Pension Effective 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 Q&A-2 of section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Pension Effective Date.

7.6 Effective January 1, 1985, a pension which commences on or after such date shall be paid in the form of a Post-Retirement Option described in Paragraph 7.2 (c) if the Participant, Pensioner or former Participant:

(a) received Credited Future Service on or after August 23, 1984;

(b) is married on her Pension Effective Date; and

(c) has not elected the option in Paragraph 7.2(b) or, with the consent of her spouse as provided for herein, another Post-Retirement Option.

For the election of a Post-retirement Option other than those set forth in Paragraph 7.2 (b), Paragraph 7.2(c) or Paragraph 7.2(d) to be effective, such election shall be made in accordance with the procedures established under this Section 7 and, in addition:

(a) the spouse must consent in writing to the election; the spouse's consent must acknowledge the effect of the election; and the spouse's signature must be witnessed by a notary public; or

(b) the Participant, Pensioner or former Participant shall demonstrate to the satisfaction of the Fund, in accordance with such evidence as the Fund in its sole discretion shall require, that the spouse cannot be located.

7.7 No distribution or election of a Post-retirement Option shall be valid until after written notification of the provisions of Section 5.1 and 7.6 is received by the Participant. The notice shall be provided no less than thirty (30) days nor more than ninety (90) days before the Pension Effective Date.

(a) Such notice shall contain a written explanation of

(i) the terms and conditions of the automatic spouse option accordance with Section 5.1;

(ii) the Participant's right to make and the effect of an election to waive the automatic spouse option;

(iii) the rights of the spouse; and

(iv) the right to make, and the effect of, a revocation of a previous election to waive the automatic spouse benefit.

(b) Such notice shall also contain a description of

(i) the optional forms available under Section 7.2,

(ii) the eligibility conditions for such optional forms,

(iii) the financial effect of electing an optional form,

(iv) the relative value of each optional form compared to the automatic spouse benefit as described in Section 5.1,

(v) any other material features of each optional form, and

(vi) how much larger the benefit would be if the commencement of benefits is deferred, if applicable.

7.8 Suspension of Benefits

Pension benefits shall be suspended for any month during which a Pensioner is actively employed for more than 40 hours per month in full or part-time employment with a Contributing Employer, whether or not the employer is required to contribute on her behalf, except as provided in Section 9.6. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recoverable through deductions from future pension payments.

7.9 Benefits Accrued After Retirement

(a) A Pensioner receiving a Normal Retirement Pension, who is working more than forty (40) hours per month for a Contributing Employer, whether or not the Employer is required to contribute on her behalf, shall have her pension suspended. Any Retirement Option in effect or election of Retirement Option shall be null and void while so employed, except as provided in (c) below. Upon her subsequent Retirement, her original pension shall be restored, including the retirement Option she selected at the time of her initial retirement, with no new

Retirement Option or beneficiary election. Any additional benefit accruals shall be based on the Retirement Option selected at initial retirement.

(b) A Pensioner receiving an Early Retirement Pension, who is working more than forty (40) hours per month for a Contributing Employer, whether or not the Employer is required to contribute on her behalf, shall have her pension discontinued. Any Retirement Option in effect or election of Retirement Option shall be null and void while so employed, except as provided in (c) below. Upon her subsequent retirement, her original pension shall be restored including the Retirement Option she selected at the time of her initial retirement, with no new Retirement Option or beneficiary election. A separate benefit option election shall be provided for any additional benefit accruals.

(c) Upon the subsequent retirement of a Pensioner described in (a) or (b) above, her pension shall be based on the Plan then in effect and her Average Final Pay after the period of prior retirement and the Credited Service both before and after the period of prior retirement, provided that if she does not complete at least five (5) years of Credited Future Service after her restoration to participation, the part of her pension with respect to Credited Service for the period of prior retirement shall be equal to her previous pension.

(d) A Joint and Survivor Option in effect immediately prior to suspension of benefits and any other benefit following the death of the Pensioner shall remain effective if the Pensioner's death occurs while the benefits are in suspension.

(e) The actuarial increase as provided in accordance with Subsection 5.1(d) shall continue to apply.

SECTION 8
Pre-Retirement Spouse's Benefit

8.1 The spouse of a Participant or former Participant who receives Credited Future Service on or after August 23, 1984 will receive the pension provided for herein.

8.2 A pension will be paid to the spouse of a Participant or former Participant described in Paragraph 8.1, including a Participant receiving a Disability Pension, if and only if:

(a) proof, satisfactory to the Fund, of the marriage and date of birth of the spouse are filed with the Fund office; and

(b) the Participant or former Participant and her spouse were married on the date of death of the Participant or former Participant; and

(c) the spouse is alive at the time of the death of the Participant or former Participant; and

(d) the Participant or former Participant had, at the time of her death, accumulated at least five (5) Years of Credited Service with the last Hour of Vesting Service on or after July 1, 1989 (ten (10) Years of Credited Service is required if the last Hour of Vesting Service occurred prior to July 1, 1989) or had reached her Normal Retirement Date; and

(e) at the time of her death, the Participant or former Participant had not commenced receiving her Normal or Early Retirement Pension.

8.3 Upon the death of a Participant or former Participant, on or after the attainment of age 55, an actuarially reduced pension shall be paid to her spouse for life in an amount determined as if the Participant or former Participant had retired on her date of death with the Post-Retirement Option under Paragraph 7.2 (c) in effect, based upon the ages of the Participant or former Participant and her spouse as of that date.

Upon the death of a Participant or former Participant, prior to the attainment of age 55, an actuarially reduced pension shall be paid to her spouse for life calculated as if the Participant or former Participant had:

(a) terminated employment on the date of death;

(b) survived to age 55;

(c) retired upon the attainment of age 55 and immediately commenced receiving a pension under the Post-Retirement Option described in Paragraph 7.2 (c); and

(d) died on the day after the day on which such Participant or former Participant would have attained age 55.

The pension payable under this subparagraph shall also be based on the age of the spouse when the pension commences, and shall commence no earlier than the first day of the month in which the Participant or former Participant would have attained age 55.

8.4 A Participant or former Participant who:

(a) Did not receive Credited Future Service on or after August 23, 1984; and

(b) did receive Credited Future Service in the Plan Year beginning on January 1, 1976; and

(c) has ten Years of Vesting or Credited Service; and

(d) is married; and

(e) has not died or commenced receiving pension payments may elect to be covered under this Section 8.

SECTION 8A
PENSIONS FOR SPOUSES OF PARTICIPANTS WHO DIE AND WHOSE LAST CREDITED FUTURE SERVICE WAS PRIOR TO AUGUST 23, 1984

8A.1 Effective January 1, 1976, the spouse of a Participant who was an Employee on or after that date, and whose last Credited Future Service was prior to August 23, 1984, and who dies while a Pre-Retirement Option is in effect as described in Paragraph 8A.2 or Paragraph 8A.3 will receive a pension.

8A.2 A pension (Paragraph 8A.4) will be paid to the spouse of a Participant described in Paragraph 8A.1 who, according to the records of the Fund, was less than sixty-five (65) years of age on the date of her death, if and only if:

(a) An election for her Pre-Retirement Option has been made by the Participant on the appropriate election form and has been received by the Fund office; and

(b) proof, satisfactory to the Retirement Committee, of the marriage and date of birth of the spouse are filed with the Pension Fund office; and

(c) the Participant was employed by a Contributing Employer on the date the election was made; and

(d) the Participant was employed by a Contributing Employer on the date of her death; and

(e) the Participant and the Participant's spouse were married throughout the one (1) year period prior to the death of the Participant; and

(f) the Participant dies after the effective date stated in the Option; and

(g) the Participant has not canceled the Pre-Retirement Option in a written notice which has been received by the Pension Fund office to the date of her death; and

(h) at the time of the Participant's death, the Participant had reached age fifty-five (55) and had accumulated at least ten (10) years of Credited Service or Vesting Service; and

(i) the Participant's spouse specified in the election form filed with the Pension Fund office is alive at the time of the Participant's death.

Paragraph (a) may be waived by the Appeals Committee in any case where there is proof, satisfactory to the Appeals Committee, that the deceased Participant was not aware of such requirement.

8A.3 A pension will be paid to the spouse of a Participant described in Paragraph 8A.1 who, according to the records of the Fund, was sixty-five (65) years of age or older as of the date of her death, if and only if:

(a) The Participant has not filed an election with the Pension Fund office declaring that she elects not to receive the form of benefit coverage described in Paragraph 8A.4 to be effective upon her reaching age sixty-five (65); and

(b) at the time of the Participant's death, the Participant had accumulated at least ten (10) years of Credited Service or Vesting service; and

(c) the Participant and the Participant's spouse were married throughout the one (1) year period prior to the Participant's death; and

(d) the spouse of the Participant is alive at the time of the Participant's death.

8A.4 Upon the death of a Participant while a Pre-Retirement Option is in effect (8A.2 or 8A.3), an actuarially-reduced pension shall be paid to her spouse for life in an amount determined as if the Participant had retired on her date of death with the Post-Retirement Option under Paragraph 7.2(c) in effect, based upon the ages of the Participant and her spouse as of that date, further reduced as described in Paragraph 8A.5.

8A.5 Any pension benefits payable under the Plan to a Pensioner, her spouse, the spouse of a deceased Participant or any other beneficiary, will be reduced to pay the actuarial costs of either of the three Pre-Retirement Options, or either, for the periods of time that the Retirement Committee determines such Option(s) were in effect before they were canceled. The reduction shall be 1/20th of one percent per month (6/10% per year) for each month or part thereof during which the Pre-Retirement Option is in effect prior to the first of the month following the Participant's 65th Birthday, and 1/10th of one percent per month (1.2% per year) for each month or part thereof during which a Pre-Retirement Option is in effect after the month during which the Participant's 65th Birthday occurs. In the event of the death of a Participant's spouse, for the purpose of determining the reductions described herein, the Pre-Retirement Options shall be considered to have been in effect up to the date the Pension Fund office is advised in writing of the death of the spouse. The reductions described in this paragraph are in addition to any other reductions that may be provided under Section 5 or Section 7.

SECTION 9
Payment of Pensions

9.1 Each application for any pension under the Plan shall be made in writing on a form provided by the Fund and shall be filed with the Pension Fund Office. The Fund may require any applicant for a pension, Pensioner or Participant to furnish to it such information as in its discretion it shall require.

A Participant who has not attained age 70-1/2 and a former Participant eligible for a deferred monthly pension pursuant to Paragraph 6.1 who has not attained age 70-1/2 shall not be entitled to a pension until she meets the age and service requirements, she has retired and has filed a current and valid application for pension with the Pension Fund Office. She must specify in her application for pension one of the post retirement optional forms of pension, and the date she wishes it to commence; unless the Participant eligible for a monthly pension attained age 70-1/2 prior to January 1, 2002 or former Participant eligible for a deferred monthly pension has attained age 70-1/2, payments shall not commence prior to the later of the month following actual retirement or the filing of the application for pension with the Pension Fund Office with the exception of a person receiving weekly disability benefits from the New England Health Care Employees Welfare Fund pursuant to Section 4.4.

To be valid and current, an application for pension may be filed no earlier than ninety (90) days prior to the date the pension is to commence. If an application had previously been filed, to be considered valid and current, it must be reactivated by the Participant, or former Participant within ninety (90) days prior to the date pension is to commence.

9.2 Subject to the provisions of Section 7.5, all pension payments to Pensioners shall be in monthly installments ceasing with the payment for the month in which the death of the pensioner occurs. Any pension payments payable to the designated beneficiary pursuant to Section 7 or Section 8 shall commence on the first of the month following the month in which the Participant or Pensioner, as applicable, dies.

If the monthly benefit payable to the beneficiary of the Pensioner is less than $25, payments may be made quarterly at the end of the quarter; if the monthly benefit is less than $10, payments may be made annually at the end of the year. The Pension Fund office may require any recipient of a benefit to furnish such information as it shall require and shall withhold payment of all benefits until such information has been received.

9.3 All monthly pensions shall be rounded to the next highest multiple of one dollar.

9.4 Should any person to whom a pension or benefit is payable under this Plan be adjudged incompetent, any payment due her (unless a prior claim shall have been made by a duly appointed guardian, committee or other legal representative) shall be made payable to her duly appointed guardian. Any such payment shall be a complete discharge of any liability under this Plan in respect of the amount of pension or benefit so paid.

9.5 (a) No pension or benefit payable at any time under this Plan or under the Trust Agreement shall be subject in any matter to alienation, sale, transfer, assignment, pledge attachment or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such pension or benefit, whether presently or thereafter payable, shall be void. Neither any pension or benefit, nor the Trust Fund shall, in any manner, be liable for or subject to the debts or liability of any Participant included in this Plan or of any Pensioner or designated beneficiary or joint pensioner. If any employee included in this Plan or any Pensioner or designated beneficiary or joint pensioner shall attempt to or shall alienate, sell, assign, pledge, or otherwise encumber her rights, pension or benefits under this Plan or any part thereof, or if by reason of bankruptcy or otherwise, the rights, pension or benefits of any Participant included in this Plan or of any Pensioner or designated beneficiary or joint pensioner would devolve upon anyone else or would not be enjoyed by her, then the Fund, in its discretion may terminate her interest in any such right, pension or benefit and direct the Trustees to hold or apply it for her use or account or for the use or account of her spouse, children, or other dependents or any of them in such manner as the Fund may deem proper.

(b) The provisions of Subsection (a) do not apply to any

(i) distribution of Plan benefits in accordance with the terms of an order that the Fund determines is a Qualified Domestic Relations Order within the meaning of Title 26 U.S. Code, Sections 401(a)(13) and Section 414(p).

(ii) offset of a Participant's benefits against an amount that the Participant is ordered or required to pay under a judgment or conviction for a crime involving the Plan, under a civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation (or alleged violation) of Part 4 of Subtitle B of Title I of ERISA, or pursuant to a settlement agreement between the Secretary of Labor and the Participant in connection with a violation (or alleged violation) of Part 4 of such Subtitle by a fiduciary or any other person, on or after August 5, 1997.

Notwithstanding the above,

(A) the judgment, order, decree or settlement agreement must expressly provide for the offset of all or part of the amount ordered or required to be paid to the Plan against the Participant' s Plan benefits; and

(B) if the provisions of Sections 7.6 apply to the spouse, either

(1) the spouse has consented to such offset in accordance with the consent requirements of Section 7.6,

(2) a waiver of spousal benefits in accordance with Section 7.6 is in effect,

(3) such spouse is ordered or required in such judgment, order, decree or settlement agreement to pay an amount to the Plan in connection with a violation of Part 4 of Subtitle B of title 1 of ERISA, or

(4) in such judgment, order, decree or settlement agreement such spouse retains the rights of the spouse in accordance with Section 7.6.

9.6 Subject to Sections 7.8 and 7.9, no pension benefit payment shall be made or continued to be made to a Pensioner who is actively employed for more than forty (40) hours per month in full or part time employment with a Contributing Employer, as defined in Section 1.7.

This provision shall not apply, however, to pensioners who are already employed at a facility when the facility first becomes a Contributing Employer.

9.7 In any event, distribution to each Participant must commence not later than the Participant's Required Beginning Date, as defined in Section 4.6 in accordance with Code Sections 401(a)(9)(A)(i) and (c).

9.8 Required Distribution Where Participant Dies Before Entire Interest is Distributed

(a) If distribution of the Participant's interest has begun in the form of installment payments above, and the Participant dies before her entire interest has been distributed to her, the remaining portion will be distributed at least as rapidly as under the method of distribution being used as of the date of her death.

(b) Exception of 5-Year Rule for Certain amounts Payable Over Life of Beneficiary. If:

(i) any portion of the Participant's interest is payable to (or for the benefit of) a designated beneficiary,

(ii) such portion will be distributed (in accordance with regulations) over the life of such designated beneficiary (or over a period not extending beyond the life expectancy of such beneficiary), and

(iii) such distributions begin not later than 1-year after the date of the Participant's death or such later date as the Secretary may by regulations prescribe, for purposes of clause (2), the portion referred to in subclause (i) shall be treated as distrusted on the date on which such distributions begin.

(c) Special Rule for Surviving Spouse of Participant. If the designated beneficiary referred to in clause (b)(i) is the surviving spouse of the Participant:

(i) the date on which the distributions are required to begin under clause (b)(iii) shall not be earlier than the date on which the employee would have attained age 70 ½, and

(ii) if the surviving spouse dies before the distributions to such spouse begin, this subparagraph shall be applied as if the surviving spouse were the Participant.

9.9 Latest Commencement of Benefits To Terminated Participants. 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: (1) the Participant attains age 65 (or Normal Retirement Age, if earlier); (2) the 10th anniversary of the year in which the Participant commenced participation in the Plan; (3) the Participant terminates service with the Employer; or (4) submission of a completed Application.

9.10 Direct Rollover to Eligible Retirement Plans

(a) Notwithstanding any provisions of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, for distributions made after January 1, 2002, a Distributee may elect, at the time and in the manner prescribed by the Fund, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) Definitions

(i) Eligible Rollover Distribution

An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; and (B) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code.

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 includible in gross income. However, such portion may be paid only to an (A) individual retirement account or annuity described in section 408(a) or (b) of the Code, (B) for taxable years beginning after December 31, 2001 and before January 1, 2007, to a qualified 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 includable or (C) for taxable years beginning after December 31, 2006, to a qualified trust or to an annuity contract described in section 403(b) of the Code, if such trust or contract provides for 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.

(ii) Eligible Retirement Plan

An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, a qualified defined contribution plan described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the Distributee's Eligible Rollover Distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. Notwithstanding the above, for distributions made after December 31, 2007, a Participant may elect to roll over directly to a Roth IRA as described in Code Section 408A(b).

(iii) Distributee

A Distributee includes a Participant or former Participant. In addition, the Participant’s or former Participant’s surviving spouse and the Participant’s or former Participant’s spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, are Distributees with regard to the interest of the spouse or former spouse.

A non-spouse Beneficiary may also be considered a Distributee provided the following requirements are met:

(A) The distribution is paid directly to an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code that is established solely to receive the death benefit (IRA).

(B) Such IRA is treated as an inherited IRA as described in Code Section 408(d)(3)(C) subject to the minimum distributions rules of Section 401(a)(9) of the code that apply to Beneficiaries.

(C) No rollovers are permitted from the IRA.

(iv) Direct Rollover

A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(c) Non-spouse beneficiary rollover right. For distributions after December 31, 2009, a non-spouse Beneficiary, may directly roll over all or any portion of his or her distribution to an Individual Retirement Account (IRA) the Beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an Eligible Rollover Distribution.

(i) If the Participant's named Beneficiary is a trust, the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a Designated Beneficiary within the meaning of Code Section 401(a)(9)(E).

(ii) A non-spouse Beneficiary may not roll over an amount that is a required minimum distribution. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treasury regulation section 1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

SECTION 10
Appeals Procedure and Miscellaneous

10.1 (a) The Trustees may designate an Appeals Committee of at least four (4) persons consisting of an equal number of Union Trustees, and Employer Trustees. The members of the Appeals Committee shall elect a Chairman and a Secretary from their number.

(b) Subject to action by the Board of Trustees and subject to the limitations of the Plan, the function of the Appeals Committee shall be to consider appeals in accordance with Section 10.10.

(c) The Appeals Committee shall hold meetings upon such notice and at such time or times as it may from time to time determine. A meeting that consists of at least one regular Union Trustee and one regular Employer Trustee who are members of the Appeals Committee shall constitute a quorum. All decisions of a quorum must be agreed to by both a majority of the Union representatives and a majority of the Employer representatives who are members of the Appeals Committee and present at the meeting. If a matter cannot be agreed upon, it shall be referred to the Board of Trustees at their next meeting.

(d) All actions of the Appeals Committee shall be reported to the Board of Trustees at their next meeting and the Trustees shall have the power to ratify, repudiate or modify such actions.

(e) Any member of the Appeals Committee may resign by delivering her written resignation to the Trustees.

10.2 No Participant, Pensioner, or other person shall have or acquire any right, title or interest in or to the Trust Fund or any portion of the Trust Fund, except by the actual payment of distribution of a portion of the Trust Fund to her under the provisions of the Plan.

10.3 If any provision of this Plan is held invalid or unenforceable such invalidity or unenforceability shall not effect any other provisions hereof, and this Plan shall be construed and enforced as if such invalid or unenforceable provision had not been included.

10.4 (a) The Trustees shall adopt from time to time rates of interest and mortality tables for use in actuarial calculations required in connection with the Plan.

(b) The Fund utilizes tables derived from mortality tables and interest assumptions to calculate payments to Pensioners and joint pensioners, and Pensioners and beneficiaries, without discrimination on account of sex.

Effective as of January 1, 2007, for purposes of determining the amount of any optional form of benefit payable under Paragraph 7.2(b), (c), (d) or (e) the following rates shall be used:

(i) an interest rate of 7.75% per year, compounded annually, and

(ii) mortality rates in accordance with the RP 2000 mortality table (70% females/30% males with Blue Collar adjustment for employees. The rates are based on Healthy Employee Table for ages up to 49 and on Combined Healthy Table for ages after 49.)

The Actuarial Equivalent of a Participant's benefit payable in any form or at any time shall not be less than the benefit, in such form and at such time, which would have been payable in accordance with the terms and rates specified in the Plan before the adoption of this amendment based on the Participant's benefit as of December 31, 2006 and the benefit shall not be less than that calculated under the tables and assumptions in use by the Prior Plan on July 31, 1993.

(c) The Trustees shall require periodic actuarial valuations and reports by an actuary designated by the Trustees.

10.5 The Trustees shall establish, as a condition of admission of an employer as a Contributing Employer, those terms and conditions which they consider reasonable to preserve the actuarial soundness of the Plan and to preserve an equitable relationship of benefits. The terms and conditions of admittance shall be set forth in a resolution adopted by the Board of Trustees.

10.6 The Trustees may establish reciprocity between this Plan and any Reciprocal Plan, with such arrangement to cover continued participation in this Plan for a Participant who becomes covered by the Reciprocal Plan and continued participation in the Reciprocal Plan for a person who becomes a Participant in this Plan. The Trustees by resolution shall establish the levels of continued participation which shall include, but not be limited to, additional accruals of service credit towards eligibility for benefits.

Anything to the contrary notwithstanding, the benefits allowed to a Participant who transfers to any Reciprocal Plan will be limited to those based on her Credited Service, Average Final Pay and the Plan as in effect on her date of transfer to the other Plan. If the Participant transfers back to this Plan, she will commence to accrue additional benefits for Credited Service subsequent to her return and if this Plan has been amended since her transfer to the Reciprocal Plan and upon her return she accrues at least five (5) or more additional years of Credited Service, her benefits for service prior to her transfer to the Reciprocal Plan shall be updated, where necessary, to reflect the amendments.

10.7 There are no death benefits payable under this Plan unless a Post-Retirement Option pursuant to Section 7 or a Pre-Retirement Option pursuant to Section 8 is effective.

10.8 The provisions of this Plan shall be construed, regulated and administered under the Employee Retirement Income Security Act and all applicable Federal laws and regulations.

10.9 The Fund Trustees reserve the right, in their sole discretion, to determine eligibility or benefits and to construe the terms of the Plan.

10.10 Appeals Procedure: In the event that a claim by a Participant, spouse or other person for a benefit under the Plan is wholly or partially denied, the Fund, within 30 days of such denial, shall give written notice to such claimant of the denial of such claim setting forth the reasons for such denial. The claimant may request a review of such denial by filing a written notice with the Trustees within sixty days of such denial. The Trustees shall make its determination on review of the claim denial and furnish its written decision to the claimant within ninety days after receipt of the request for review.

10.11 Transfer of Plan Assets

(a) Effective as of October 1, 2008, any transfer of assets and liabilities from the Fund to a nonqualified foreign trust, including a plan that satisfies Section 1165 of the Puerto Rico Tax Code, shall be treated as a distribution from the Fund, even if the plan is described in section 1022(i)(1) of ERISA. If the distribution fails to satisfy the applicable qualification requirements under the Internal Revenue Code, the distribution may result in disqualification of the Plan.

(b) Any transfer of Plan sponsorship to an unrelated employer will result in the violation of the exclusive benefit rule of Code Section 401(a) if such transfer is not in connection with a transfer of business assets, operations, or Employees from the Employer to the unrelated employer.

10.12 Multiemployer Plans in Critical Status

Effective for Plan Years beginning after 2007, in the event that the Plan is considered to be in critical status as defined in Code Section 432(e), the Trustees will adopt a rehabilitation plan not later than the 330th day of the Plan Year for which the Plan is first certified as critical.

SECTION 11
Amendments to the Plan

11.1 Subject to the provisions of Paragraph 11.2 below, the provisions of the Plan may be modified or amended by the Trustees, retroactively if necessary, to the extent the Trustees find such modification of amendment necessary to bring the Plan into conformity with governmental regulations or conditions which must be conformed with in order to qualify the Trust or the Plan as tax exempt under Sections 401 and 501 of the Internal Revenue Code and meet the requirements of Federal Legislation.

11.2 The provisions of the Plan may also be modified or amended by the Trustees by resolution adopted at a regular or special meeting.

11.3 No amendment to the Plan (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit, except as permitted or required by Federal Law. For purposes of this paragraph, a Plan amendment that has the effect of (1) eliminating or reducing an early retirement benefit or a retirement-type subsidy, or (2) eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing accrued benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy. Notwithstanding the preceding sentences, a Participant's Accrued Benefit, early retirement benefit, retirement-type subsidy, or optional form of benefit may be reduced to the extent permitted under Code Section 412(c)(8) (for Plan Years beginning on or before December 31, 2007) or Code Section 412(d)(2) (for Plan Years beginning after December 31, 2007), or to the extent permitted under Regulations Sections 1.411(d)-3 and 1.411(d)-4.

SECTION 12
Termination or Partial Termination of the Plan

12.1 In the event the Pension Benefit Guaranty Corporation deems the Plan terminated as to all or any particular group or groups of Participants and such other persons, if any, who have or may become entitled to benefits under the Plan on account of such Participants as to whom the Plan shall have been so terminated, benefits shall be provided in accordance with Section 12.2 to the particular "Terminated Group".

12.2 The Terminated Group's equitable share of the Trust Fund shall be allocated as of the Plan termination date applicable to it to provide non-forfeitable benefits to each person in the Terminated Group, based on such person's rights to benefits accrued to such date, to the extent that such accrued benefits have been funded, in accordance with Section 12.3, but subject to any limitations required by Section 13. Such allocated amounts shall continue to be held under the Trust Fund pending a determination of sufficiency or insufficiency by which the Trustees shall apply, provided, however, that during the period from the Plan termination date to the date notice of such determination of sufficiency or insufficiency shall have received by the Pension Benefit Guaranty Corporation, any person in the Terminated Group who was in receipt of periodic benefit payments under the Plan immediately prior to the Plan termination date, or who would have commenced to receive periodic benefit payments under the Plan during such period had the Plan not been so terminated, shall continue to receive or commence to receive such periodic benefit payments, but subject to any limitations required by Section 13 and the amount allocated to such person in accordance with the preceding sentence shall be debited with such payments.

If the Trustees shall receive a notice from the Pension Benefit Guaranty Corporation that the Terminated Group's equitable share of the Trust Fund as so allocated is sufficient to provide the full amount of the basic benefits, as defined in Section 4022 of the Employee Retirement Income Security Act of 1974, of all Participants in the Terminated Group, the amount allocated to each person in the terminated group pursuant to the preceding paragraph shall be credited (or debited) with an aliquot share of the Trust Fund's investment earnings (or losses) since the Plan termination date and, if such resulting amount in the case of every such Participant shall equal or exceed the then actuarial value of such Participant's basic benefits, such resulting amount, as the Trustees in its sole discretion shall determine, shall either:

(a) Be paid to such person in a lump sum, or

(b) Be applied under an insurance company annuity contract to purchase an actuarially equivalent annuity for such person, and her beneficiary, the payments of which annuity shall commence not later than the Normal Retirement Date under the Plan.

If any part of a Terminated Group's equitable share of the Trust Fund shall remain after the distributions specified in the preceding paragraph have been completed, it shall be distributed to each person included in the Terminated Group, in proportion to the sum of all amounts distributed in accordance with the preceding paragraph.

If the Trustees receive a notice from the Pension Benefit Guaranty Corporation that the terminated group's equitable share of the Trust Fund as allocated pursuant to the first paragraph of the Section 12.2 is not sufficient to provide the full amount of the basic benefits, as defined in Section 4022 of the Act, of all Participants in the Terminated Group, or if after having received a notice that such share is sufficient for such purpose, the Trustees shall determine that after crediting (or debiting) the Trust Fund's investment earnings (or losses), in accordance with the second paragraph of this Section 12.2, the resulting allocated amount does not in the case of every person in the terminated group equal or exceed the then actuarial value of the applicable Participant's basic benefits, no further benefit payments shall be made from the Trust Fund to any person in the Terminated Group except the periodic payment of basic benefits, and the Terminated Group's equitable share of the Trust Fund, as debited with benefit payments made, and as credited (or debited) with an aliquot share of the Trust Fund's investment earnings (or losses) since the Plan termination date, shall be applied in accordance with the directions of the person appointed, pursuant to Section 4042 of the Act, as trustee to administer the Plan with respect to the Terminated Group.

12.3 Allocation: A Terminated Group's equitable share of the Trust Fund shall be allocated to each person in the Terminated Group in accordance with Section 4044 of the Employee Retirement Income Security Act of 1974, as amended.

12.4 For Plan Years beginning before January 1, 1994, the Plan may continue to rely on the restriction provisions of the Plan as constituted before the following provisions became effective.

For Plan Years beginning on or after January 1, 1994, the following provisions apply:

(a) in the event of Plan termination, the benefit of any Participant who is a Highly Compensated Employee is limited to a benefit that is nondiscriminatory under Section 401(a)(4) of the Code; and

(b) benefits distributed to any of the 25 most highly compensated Participants who are Highly Compensated Employees are restricted such that the annual payments are no greater than an amount equal to the payment that would have been made on behalf of the Participant under a single life annuity that is the actuarial equivalent of the sum of the Participant's Accrued Benefit and the Participant's other benefits under the Plan.

(c) Paragraph (b) above, shall not apply if:

(i) After payment of the benefit to a Participant described in paragraph (b), the value of Plan assets equals or exceeds 110% of the value of current liabilities, as described in Section 412(1)(7) of the Code; or

(ii) the value of the benefits for a Participant described in paragraph (b) is less than 1% of the value of current liabilities.

(iii) for the purposes of this Section 12.4, "benefit" includes loans in excess of the amount set forth in Section 72(p)(2)(A), any periodic income, any withdrawal values payable to a living Participant, and any death benefits not provided for by insurance on the Participant's life.

(d) The term Highly Compensated Employee shall mean

(i) An Employee who is a Highly Compensated Active Employee or a Highly Compensated Former Employee.

(ii) A Highly Compensated Active Employee is any Employee who performs Service with the Employer during the Determination Year who (i) was at any time during the Determination Year or Look-Back Year a 5% owner, as defined in Section 416(i)(1) of the Code or (ii) received Compensation from the Employer during the Look-Back Year in excess of $80,000 adjusted annually for increases in the cost-of-living in accordance with Section 415(d) of the Code, effective as of January 1 of the calendar year such increase is promulgated and applicable to the Plan Year which begins with or within such calendar year and

(e) A Highly Compensated Former Employee for a Determination Year is any former Employee who separated from Service prior to such Determination Year and was a Highly Compensated Active Employee for either the year in which such Employee separated from Service or any Determination Year ending on or after such Employee's 55th birthday.

(f) A Participant is a Highly Compensated Employee for a particular Determination Year if he or she meets the definition of a Highly Compensated Employee in effect for that Determination Year.

(g) The Determination Year is the applicable Plan Year for which a determination is being made and the Look-Back Year is the preceding 12-month period.

SECTION 13
Top-Heavy Provisions

13.1 If the Plan is or becomes Top-Heavy, the provisions of this Article will supersede any conflicting provisions in the Plan.

13.2 Definitions

As used in this Article, each of the following terms shall have the meanings for that term set forth in this Section 13.2:

(a) Determination Date means, for any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, the last day of that year.

(b) Determination Period means the Plan Year containing the Determination Date and the four preceding Plan Years.

(c) Effective as of January 1, 2002, Key Employee means any Employee or former Employee (and the Beneficiaries of such Employee) who at any time during the Determination Period was:

(i) an officer of the Employer having an annual Compensation greater than $130,000 (as adjusted under Subsection 416(i)(1) of the Code) for any Plan Year within the Determination Period;

(ii) a "5-percent owner" (as defined in Section 416(i) of the Code) of the Employer; or

(iii) a "1-percent owner" (as defined in Section 416(i) of the Code) of the Employer who has an annual Compensation of more than $150,000.

The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the regulations thereunder.

(d) Non-Key Employee means an Employee who is not a Key Employee.

(e) Permissive Aggregation Group means the Required Aggregation Group of plans plus any other plan or plans of the Company which, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Sections 401(a)(4) or 410 of the Code.

(f) Present Value means the present value used in computing the top-heavy ratio and shall be based on the interest and mortality rates used to prepare the latest actuarial valuation.

(g) Required Aggregation Group means:

  (i) each Qualified Plan of the Employer in which at least one Key Employee participates or participated at any time during the Determination Period (regardless of whether the plan has terminated); and

  (ii) any other Qualified Plan of the Employer (regardless of whether the plan has terminated) which enables a plan described in (i) to meet the requirements of Sections 401(a)(4) and 410 of the Code.

(h) Top-Heavy Plan means the Plan, if any of the following conditions exist:

  (i) If the Top Heavy Ratio for the Plan exceeds 60% and the Plan is not part of any Required Aggregation Group or Permissive Aggregation Group of plans.

  (ii) If the Plan is a part of a Required Aggregation Group of plans but not part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Group of plans exceeds 60%.

  (iii) If the Plan is a part of a Required Aggregation Group and part of a Permissive Aggregation Group of plans and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60%.

(i) Top-Heavy Ratio means:

  (i) If the Employer maintains one or more Defined Benefit Plans and the Employer has not maintained any defined contribution plan (including any simplified employee pension, as defined in section 408(k) of the Internal Revenue Code) which during the 5-year period ending on the determination date(s) has or has had account balances, the top-heavy ratio for this plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the present value of accrued benefits of all key employees as of the determination date(s) (including any part of any accrued benefit distributed in the one-year period ending on the determination date(s)) (five-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability), and the denominator of which is the sum of the present value of accrued benefits (including any part of any accrued benefits distributed in the one-year period ending on the determination date(s)) (five-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability), determined in accordance with section 416 of the Internal Revenue Code and the regulations thereunder.

(ii) If the Employer maintains one or more Defined Benefit Plans and the Employer maintains or has maintained one or more defined contribution plans (including any simplified employee pension) which during the 5-year period ending on the determination date(s) has or has had any account balances, the top-heavy ratio for any required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the present value of accrued benefits under the aggregated defined benefit plan or plans for all key employees, determined in accordance with (a) above, and the sum of account balances under the aggregated defined contribution plan or plans for all key employees as of the determination date(s), and the denominator of which is the sum of the present value of accrued benefits under the defined benefit plan or plans for all Participants, determined in accordance with (a) above, and the account balances under the aggregated defined contribution plan or plans for all Participants as of the determination date(s), all determined in accordance with section 416 of the Internal Revenue Code and the regulations thereunder. The account balances under a defined contribution in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an account balance made in the one-year period ending on the determination date (five-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability).

(iii) For purposes of Subsections (i) and (ii) above the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the determination date, except as provided in section 416 of the Internal Revenue Code and the regulations thereunder for the first and second Plan Years of a defined benefit plan. The account balances and accrued benefits of a Participant (1) who is not a key employee but who was a key employee in a prior year, or (2) who has not been credited with at least one hour of service with any employer maintaining the plan at any time during the five-year period ending on the determination date will be disregarded. The calculation of the top-heavy ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with section 416 of the Internal Revenue Code and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the top-heavy ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same calendar year.

The Accrued Benefit of a Participant other than a key employee shall be determined under the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the employer, or if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of section 411(b)(1)(C) of the Internal Revenue Code.

(k) Valuation Date means the most recent date used for determining costs under Section 412 of the Code which falls within the 12-month period ending on the Determination Date.

13.3 Minimum Accrued Benefit

(a) The Accrued Benefit of any non-Key Employee Participant on or after the first day of the first Plan Year the Plan is determined to be Top-Heavy shall not be less than 2% of his Average Compensation times his Years of Service to a maximum of 10 Years of Service. For purposes of this Subsection, Years of Service shall not include Service before January 1, 1984 or during any Plan Year the Plan is determined not to be Top-Heavy. The minimum benefit payable upon such Participant's Retirement at his Deferred Retirement Date shall be the greater of the retirement income based on such Service at his actual Retirement Date or the Actuarial Equivalent of the minimum benefit which would have been provided at his Normal Retirement Date. Such benefit shall be reduced by the amount of any retirement income (converted to the life only annuity form) provided for him under all other Defined Benefit Plans maintained by the Employer.

If the Normal Form is other than a Straight Life Annuity, the Participant must receive an amount that is the Actuarial Equivalent of the minimum Straight Life Annuity benefit. If the benefit commences at a date other than at the Normal Retirement Date, the Participant must receive at least an amount that is the Actuarial Equivalent of the minimum Straight Life Annuity benefit commencing at the Normal Retirement Date.

(b) For purposes of this Section, only benefits derived from Employer contributions are to be taken into account to determine whether the minimum benefit has been satisfied.

(c) For purposes of this Section, Average Compensation means the Participant's Compensation averaged over the five full consecutive years for which the Participant had the highest Compensation and which end before the Plan Year that the Plan ceases to be Top-Heavy. Compensation during any year the Participant is not credited with a full Year of Service shall not be included in this average.

(d) An employee of a business entity which has not adopted the Plan shall not be considered a Participant for purposes of this Section unless also employed by the Company.

(e) The minimum accrued benefit required (to the extent required to be nonforfeitable under Code Section 416(b)) may not be forfeited under Code Section 411(a)(3)(B) or 411(a)(3)(D).

13.4 Minimum Vesting

(a) The following vesting schedule shall be substituted for the vesting schedule under Section 6 as of the first day of the first Plan Year the Plan is determined to be Top-Heavy.

Number of Years of Vesting Service	**Percentage of Accrued Benefit**
Less than 2 years	0%
2 years	20%
3 years	40%
4 years	60%
5 or more years	100%

(b) If the Plan ceases to be Top-Heavy, all Participants with three or more Years of Service as of the beginning of such Plan Year, shall continue to be covered by the above schedule. All other Participants shall, for each succeeding Plan Year, be entitled to the vested percentage determined under the schedule in Section 6, provided that such vested percentage shall not be less than the vested percentage determined under the schedule in Subsection (a) as of the last day of the last Plan Year the Plan was Top-Heavy.

SECTION 14
Maximum Limitations

14.1 Annual Benefit.

(a) The "Annual Benefit" means a benefit payable annually in the form of a single life annuity. Such amount otherwise payable to a Participant under the Plan at any time shall not exceed the "Maximum Permissible Benefit."

For purposes of this Section

(i) a Participant's "Annual Benefit" shall include benefits from all Contributing Employers.

(ii) A Contributing Employer includes all members of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which the adopting Employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).

(b) Adjustment if in two defined benefit plans. If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the Contributing Employer, the sum of the Participant's "Annual Benefits" from all such plans may not exceed the "Maximum Permissible Benefit."

If a Participant is covered by a qualified defined benefit plan of a Contributing Employer which is other than a multiemployer plan, such plan will be aggregated with Plan in accordance with Treasury regulations 1.415(b)-1(f)(3), 1.415(f)-1(g) and 1.415(g)-1(b)(3)(ii). If a Contributing Employer maintains a plan or plans which are not a multiemployer plan, only the benefits under this Plan provided by such Contributing Employer will be aggregated with benefits under such Contributing Employer's plans that are not multiemployer plans (i.e. single employer plans).

For a Participant who has or will have distributions commencing at more than one Pension Effective Date, the "Annual Benefit" shall be determined as of each such Pension Effective Date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other Pension Effective Dates. For this purpose, the determination of whether a new Pension Effective Date has occurred shall be made without regard to Regulations Section 1.401(a)-20, Q&A 10(d), and with regard to Regulations Section 1.415(b)1(b)(1)(iii)(B) and (C).

The Trustees shall be entitled to rely on the representation of a Contributing Employer that the pension payable to a Participant under this Plan does not, together with any other pension payable to her under any other plan maintained by that Contributing Employer, whether or not terminated, and to the extent attributable to employment with the Contributing Employer exceed the "Maximum Permissible Benefit".

Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a single life annuity shall be made in accordance with Sections 14.2 or 14.3 below. However, no actuarial adjustment to the benefit shall be made for survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form.

14.2 Adjustments to Benefit Forms Not Subject to Code Section 417(e)(3).

(a) For "Limitation Years" beginning before July 1, 2007, the actuarially equivalent single life annuity is equal to the annual amount of the single life annuity commencing at the same Pension Effective Date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (i) the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and (ii) 5% interest rate assumption and the "Applicable Mortality Table" for that Pension Effective Date.

(b) For "Limitation Years" beginning on or after July 1, 2007, the actuarially equivalent single life annuity is equal to the greater of (i) the annual amount of the single life annuity (if any) payable to the Participant under the Plan commencing at the same Pension Effective Date as the Participant's form of benefit; and (ii) the annual amount of the single life annuity commencing at the same Pension Effective Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5% interest rate assumption and the "Applicable Mortality Table" for that Pension Effective Date.

14.3 Adjustments to Benefit Forms Subject to Code Section 417(e)(3).

(a) If the Pension Effective Date of the Participant's form of benefit is in a Plan Year beginning after 2005, the actuarially equivalent single life annuity is equal to the greatest of (i) the annual amount of the single life annuity commencing at the same Pension Effective Date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; (ii) the annual amount of the single life annuity commencing at the same Pension Effective Date that has the same actuarial present value as the

Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the "Applicable Mortality Table"; and (iii) the annual amount of the single life annuity commencing at the same Pension Effective Date that has the same actuarial present value as the Participant's form of benefit, computed using the "Applicable Interest Rate" and "Applicable Mortality Table", divided by 1.05.

(b) If the Pension Effective Date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent single life annuity is equal to the annual amount of the single life annuity commencing at the same Pension Effective Date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (i) the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and (ii) a 5.5% interest rate assumption and the "Applicable Mortality Table".

14.4 Defined Benefit Dollar Limitation. Effective for "Limitation Years" ending after December 31, 2001, $160,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a "Straight Life Annuity." The new limitation shall apply to "Limitation Years" ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.

14.5 Maximum Permissible Benefit. "Maximum Permissible Benefit" means the "Defined Benefit Dollar Limitation".

(a) Subject to Treasury regulation Section 1.415(b)-1(f)(3), if the Participant has less 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 of Participation" in the Plan (or part thereof, but not less than one year), and (ii) the denominator of which is ten (10).

(b) Adjustment of "Defined Benefit Dollar Limitation" for Benefit Commencement Before Age 62:

(i) If the Pension Effective Date for the Participant's benefit is prior to age 62 and occurs in a "Limitation Year" beginning before July 1, 2007, the "Defined Benefit Dollar Limitation" for the Participant's Pension Effective Date is the annual amount of a benefit payable in the form of a single life annuity commencing at the Participant's Pension Effective Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and mortality table (or other tabular factor) specified in the Plan; or (2) a five-percent (5%) interest rate assumption and the "Applicable Mortality Table".

(ii) "Limitation Years" Beginning on or After July 1, 2007.

(1) If the Pension Effective Date for the Participant's benefit is prior to age 62 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the Plan does not have an immediately commencing single life annuity payable at both age 62 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" for the Participant's Pension Effective Date is the annual amount of a benefit payable in the form of a single life annuity commencing at the Participant's Pension Effective Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted for years of participation less than ten (10), if required) with actuarial equivalence computed using a five-percent (5%) interest rate assumption and the "Applicable Mortality Table" for the Pension Effective Date as defined in the Plan(and expressing the Participant's age based on completed calendar months as of the Pension Effective Date).

(2) If the Pension Effective Date for the Participant's benefit is prior to age 62 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the Plan has an immediately commencing single life annuity payable at both age 62 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" for the Participant's Pension Effective Date is the lesser of the limitation determined under paragraph (1) above and the "Defined Benefit Dollar Limitation" (adjusted under for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing single life annuity under the Plan at the Participant's Pension Effective Date to the annual amount of the immediately commencing single life annuity under the Plan at age 62, both determined without applying the limitations of this article.

(c) Adjustment of "Defined Benefit Dollar Limitation" for Benefit Commencement After Age 65:

(i) If the Pension Effective Date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the "Defined Benefit Dollar Limitation" for the Participant's Pension Effective Date is the annual amount of a benefit payable in the form of a single life annuity commencing at the Participant's Pension Effective Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and mortality table (or other tabular factor) specified in the Plan; or (2) a five-percent (5%) interest rate assumption and the "Applicable Mortality Table".

(ii) "Limitation Years" Beginning Before July 1, 2007.

(1) If the Pension Effective Date for the Participant's benefit is after age 65 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the Plan does not have an immediately commencing single life annuity payable at both age 65 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" at the Participant's Pension Effective Date is the annual amount of a benefit payable in the form of a single life annuity commencing at the Participant's Pension Effective Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted for years of participation less than 10, if required), with actuarial equivalence computed using a 5% interest rate assumption and the "Applicable Mortality Table" for that Pension Effective Date (and expressing the Participant's age based on completed calendar months as of the Pension Effective Date).

(2) If the Pension Effective Date for the Participant's benefit is after age 65 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the plan has an immediately commencing single life annuity payable at both age 65 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" at the Participant's Pension Effective Date is the lesser of the limitation determined under paragraph (1) above and the "Defined Benefit Dollar Limitation" (adjusted for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing single life annuity under the Plan at the Participant's Pension Effective Date to the annual amount of the adjusted immediately commencing single life annuity under the Plan at age 65, both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing single life annuity under the Plan at the Participant's Pension Effective Date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing single life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

(d) No adjustment shall be made to the "Defined Benefit Dollar Limitation" to reflect the probability of a Participant's death between the Pension Effective Date and age 62, or between age 65 and the Pension Effective Date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the Pension Effective Date. To the extent benefits are forfeited upon death before the Pension Effective Date, such an adjustment shall be made.

(e) "Limitation Year" means the period specified in the Plan that is used to apply the Code Section 415 limitations.

(f) "Applicable Interest Rate" and "Applicable Mortality Table" mean such terms as defined in Section 417(e) of the Internal Revenue Code.

(g) "Severance from Employment" means, with respect to any individual, cessation from being an Employee of the Contributing Employer maintaining the Plan. An Employee does not have a "Severance from Employment" if, in connection with a change of employment, the Employee’s new employer maintains the Plan with respect to the Employee or she continues to be an Employee of another Contributing Employer.

14.5 The provisions of this Section are intended to conform to the requirements of Section 415 of the Code and the final Treasury regulations and shall be construed accordingly.

TABLE A

SCHEDULE OF PAST PAYROLL ADJUSTMENT FACTORS

Applicable Effective Date	Adjustment Factor
7/1/70 - 6/30/71	.847
7/1/71 - 6/30/72	.769
7/1/72 - 6/30/73	.704
7/1/73 - 6/30/74	.662
7/1/74 - 6/30/75	.585
7/1/75 - 6/30/77	.552
7/1/77 - 12/31/77	.529
1/1/78 - 8/31/78	.530
9/1/78 - 8/31/79	.492
9/1/79 - 12/31/79	.476
1/1/80 - 6/30/80	.463
7/1/80 - 6/30/81	.427
7/1/81 - 6/30/82	.397
7/1/82 - 6/30/83	.369
7/1/83 - 6/30/84	.344
7/1/84 - 6/30/86	.328
7/1/86 - 6/30/87	.315
7/1/87 - 6/30/88	.304
7/1/88 - 6/30/89	.290
7/1/89 - 6/30/90	.270
7/1/90 - 6/30/91	.251
7/1/91 - 6/30/92	.241
7/1/92 - 6/30/93	.222
7/1/93 - 6/30/94	.203
7/1/94 and thereafter	.200

In no event shall the past payroll adjustment factors be lower than .200.

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