

**The New York State Teamsters Conference Pension and Retirement Fund
Application for Suspension of Benefits under MPRA**

EXHIBIT 16

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 04 2015

Employer Identification Number:
16-6063585

DLN:

Redacted by the

BD OF TRUSTEES OF NY STATE
TEAMSTERS CONF PENSION AND RET FUN
PO BOX 4928
SYRACUSE, NY 13221-4928

Person to Contact:

JON H STAGGS

ID# Redacted by the

Contact Telephone Number:
(513) 263-3620

Plan Name:

NEW YORK STATE TEAMSTERS CONFERENCE
PENSION AND RETIREMENT FUND

Plan Number: 074

Dear Applicant:

Based on the information you provided, we are issuing this favorable determination letter for your plan listed above. However, our favorable determination only applies to the status of your plan under the Internal Revenue Code and is not a determination on the effect of other federal or local statutes. To use this letter as proof of the plan's status, you must keep this letter, the application forms, and all correspondence with us about your application.

Your determination letter does not apply to any qualification changes that become effective, any guidance issued, or any statutes enacted after the dates specified in the Cumulative List of Changes in Plan Requirements (the Cumulative List) for the cycle you submitted your application under, unless the new item was identified in the Cumulative List.

Your plan's continued qualification in its present form will depend on its effect in operation (Section 1.401-1(b)(3) of the Income Tax Regulations). We may review the status of the plan in operation periodically.

You can find more information on favorable determination letters in Publication 794, Favorable Determination Letter, including:

- The significance and scope of reliance on this letter,
- The effect of any elective determination request in your application materials,
- The reporting requirements for qualified plans, and
- Examples of the effect of a plan's operation on its qualified status.

You can get a copy of Publication 794 by visiting our website at www.irs.gov/formspubs or by calling 1-800-TAX-FORM (1-800-829-3676) to request a copy.

This determination letter applies to the amendments dated on 1-13-15 & 5-23-14.

This determination letter also applies to the amendments dated on

Letter 5274

BD OF TRUSTEES OF NY STATE

3-23-14 & 3-12-14.

This determination letter also applies to the amendments dated on 11-20-12 & 11-30-11.

We made this determination on the condition that you adopt the proposed amendments you submitted in your letter dated 10-5-15, on or before the date the Income Tax Regulations provide under Section 401(b) of the Internal Revenue Code.

This letter replaces our letter dated on or about October 20, 2015.

You can't rely on this letter after the end of the plan's first five-year remedial amendment cycle that ends more than 12 months after we received the application. This letter expires on January 31, 2020. This letter considered the 2013 Cumulative List of Changes in Plan Qualification Requirements.

The information on the enclosed addendum is an integral part of this determination. Please be sure to read it and keep it with this letter.

If you submitted a Form 2848, Power of Attorney and Declaration of Representative, or Form 8821, Tax Information Authorization, with your application and asked us to send your authorized representative or appointee copies of written communications, we will send a copy of this letter to him or her.

If you have any questions, you can contact the person listed at the top of this letter.

Sincerely,

Redacted by the U.S. Department of the Treasury

Karen D. Huss
Director, EP Rulings & Agreements

Addendum

Letter 5274

BD OF TRUSTEES OF NY STATE

This determination letter is also applicable for the amendments adopted on 12-24-09 and 1-15-2014.

This determination letter does not apply to any portions of the document that incorporate the terms of an auxiliary agreement (collective bargaining, reciprocity, or participation agreement), unless you append to the plan document the exact language of the sections that you incorporated by reference.

Letter 5274

APPENDIX D

FUNDING IMPROVEMENT PLAN

I. INTRODUCTION

The actuary for the New York State Teamsters Conference Pension and Retirement Fund (the “Fund” or “Plan”) certified the Plan as being in “Endangered Status” for the Plan Year beginning January 1, 2008. The schedules that have been adopted by the Trustees are set forth below. Unless otherwise indicated, all capitalized terms used in these schedules shall have the definitions and meanings assigned to them in the Plan Document.

II. SCHEDULES OF CONTRIBUTION AND BENEFIT LEVELS

The Funding Improvement Plan includes three schedules for the 2009 Plan Year. One Schedule, the “Preferred Schedule,” will require annual contribution rate increases, but it will maintain the current level of benefits. A second schedule, the “Alternative Schedule,” will require lesser annual contribution rate increases, but a reduction in the rate of future benefit accruals. The third schedule, the Default Schedule, will require no contribution rate increases but will reduce the rate of future benefit accruals more than the Alternative Schedule.

The Board of Trustees has the sole and absolute authority and discretion to amend, construe and apply the provisions of this Funding Improvement Plan including the Schedules. Subject to the sole discretion of the Trustees, a Schedule is adopted when the Trustees receive substantiation that a collective bargaining agreement or other agreement requiring contributions to the Fund (“CBA”) includes terms consistent with the requirements of a Schedule. In general, the Trustees will consider the Bargaining Parties to have adopted a particular Schedule, and will consider the terms of a CBA to be consistent with the Funding Improvement Plan, when a Schedule is adopted in accordance with the Schedule’s requirements. With these requirements in mind, the Trustees hereby provide the following Schedules to the Bargaining Parties.

A. **Preferred Schedule**

The Preferred Schedule will require a Contributing Employer to make certain annual contribution rate increases. However, if Bargaining Parties agree to the Preferred Schedule, the current level of benefits will be maintained.

1. Contributions

For CBAs that expire in 2009 or later, the Funding Improvement Plan calls for five percent (5%) contribution increases annually to comply with the Preferred Schedule. The five percent (5%) increase must be negotiated in all future renewal agreements as well as all prior renewal agreements that had not been executed as of January 1, 2009.

Compliance with the Preferred Schedule requires annually compounded contribution rate increases effective immediately after the expiration of the CBA and each agreement anniversary date during the term of the new CBA. The failure of a Contributing Employer to contribute at the increased contribution rate will constitute a delinquency. Contribution rates should be

increased for a plan year no later than the allocation, anniversary or re-opener date specified in the Bargaining Parties' CBA.

2. Benefits

For Participants whose Contributing Employers are in compliance with the Preferred Schedule, there will be no change in benefit formulas. In other words, under the Preferred Schedule, Participants continue to accrue benefits at their current levels.

B. Alternative Schedule

The Alternative Schedule will require a Contributing Employer to make certain annual contribution rate increases, although less than those required under the Preferred Schedule. In addition, the rate of future benefit accruals will be reduced under the Alternative Schedule, although these reductions are less than those under the Default Schedule.

1. Contributions

For CBAs that expire in 2009 or later, the Funding Improvement Plan requires two percent (2%) contribution increases annually to comply with the Alternative Schedule. The two percent (2%) increase must be negotiated in all future renewal agreements as well as all prior renewal agreements that had not been executed as of January 1, 2009.

Compliance with the Alternative Schedule requires annually compounded contribution rate increases effective immediately after the expiration of the CBA and each agreement anniversary date during the term of the new CBA. The failure of a Contributing Employer to contribute at the increased contribution rate will constitute a delinquency. Contribution rates should be increased for a plan year no later than the allocation, anniversary or re-opener date specified in the Bargaining Parties' CBA.

2. Benefits

For Participants whose Contributing Employers agree to comply with the Alternative Schedule, future benefits will accrue at a rate of nine-tenths of one percent (0.9%) of the Employer Contributions required to be made on the Participant's behalf for the year.

C. Default Schedule

If Bargaining Parties agree to the Default Schedule, or if Bargaining Parties fail to agree to a Schedule within the time period prescribed by Section 305(c)(3)(C) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the Default Schedule is imposed by law, there will be no contribution increases but the Default Schedule includes reductions in the rate of future benefit accruals.

1. Contributions

Compliance with the Default Schedule requires no additional contribution rate increases.

2. Future Benefit Accruals

For Participants whose Contributing Employers agree to comply with the Default Schedule, or for whom a Default Schedule is imposed by law, future benefits will accrue at a rate of five-tenths of one percent (0.5%) of the Employer Contributions required to be made on the Participant's behalf for the year.

D. Annual Review of Funding Improvement Plan and Schedules

The Trustees will review the Funding Improvement Plan and its Schedules annually with the assistance of the Plan's actuary, as they find necessary. If, for example, the Plan's actual experience does not reflect the assumptions used to develop the Funding Improvement Plan and its Schedules, the Trustees may amend or modify the Funding Improvement Plan and/or its Schedules, based on the advice of the Plan's actuary, to reflect the Plan's experience over the preceding Plan Year(s). However, if the Bargaining Parties have adopted a CBA that complies with one of the Schedules, the contribution rate requirements in the Schedules will continue for the duration of that CBA.

**SECOND AMENDMENT
TO THE
NEW YORK STATE TEAMSTERS CONFERENCE
PENSION AND RETIREMENT FUND**

As Amended and Restated Effective January 1, 2015

WHEREAS, the New York State Teamsters Conference Pension and Retirement Fund (the "Fund") was established pursuant to a plan document effective January 1, 1954 (the "Plan") to provide benefits to eligible employees and their beneficiaries; and

WHEREAS, the Plan was last amended and restated effective January 1, 2015; and

WHEREAS, Article 10 of the Plan provides that the Fund's Board of Trustees may modify or amend the Plan at a regular or special meeting; and

WHEREAS, upon the advice of the Plan's actuary, the Board now wishes to amend the Plan to incorporate a technical correction to Section 17.4, Minimum Accrued Benefit;

NOW, THEREFORE, BE IT RESOLVED, by the Board that the Plan be, and it hereby is, amended as follows, effective January 1, 2015, as set forth below:

1. Section 17.4, "Minimum Accrued Benefit," is amended as follows (deletions are struck through, insertions are in italics):

Section 17.4 Minimum Accrued Benefit. For any Plan Year in which the Plan is determined to be a Top Heavy Plan, the minimum pension benefit to be provided to each Non-Key Employee, ~~shall equal the Actuarial Equivalent of a single life Annuity, which expressed as a single life annuity beginning at Normal Retirement Date,~~ is the product of (a) one-twelfth (1/12) of Compensation averaged over the five (5) consecutive Plan Years (or the actual number of such consecutive Plan Years, if less than five (5) that produce the highest average and (b) the lesser of two percent (2%) multiplied by years of service or twenty percent (20%). For purposes of this Section 17.4, years of service for any Plan Year during which the Plan was not a Top Heavy Plan shall be disregarded.

IN WITNESS WHEREOF, the Board of Trustees has hereunto set their hands in execution of this Second Amendment this 3rd day of November, 2015. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

TRUSTEES:

Redacted by the U.S. Department of the Treasury

John Bulgarb

Redacted by the U.S. Department of the Treasury

Brian K. Hammond

Redacted by the U.S. Department of the Treasury

Mark D. May

Redacted by the U.S. Department of the Treasury

Paul A. Markwitz

Redacted by the U.S. Department of the Treasury

Michael S. Scalzo, Sr.

Redacted by the U.S. Department of the Treasury

Robert Schaeffer

Redacted by the U.S. Department of the Treasury

Daniel W. Schmidt

Redacted by the U.S. Department of the Treasury

**FIRST AMENDMENT
TO THE
NEW YORK STATE TEAMSTERS CONFERENCE
PENSION AND RETIREMENT FUND**

As Amended and Restated Effective January 1, 2015

WHEREAS, the New York State Teamsters Conference Pension and Retirement Fund (the "Fund") was established pursuant to a plan document effective January 1, 1954 (the "Plan") to provide benefits to eligible employees and their beneficiaries; and

WHEREAS, the Plan was last amended and restated effective January 1, 2015; and

WHEREAS, Article 10 of the Plan provides that the Fund's Board of Trustees may modify or amend the Plan at a regular or special meeting; and

WHEREAS, the Board now wishes to amend the Plan to incorporate those provisions required by the Internal Revenue Service as a condition of the Plan's Favorable Determination Letter received on October 20, 2015;

NOW, THEREFORE, BE IT RESOLVED, by the Board that the Plan be, and it hereby is, amended as follows, effective January 1, 2015, as set forth below:

1. A new Section 8.03(f) is added to the Plan and reads as follows:

"Notwithstanding anything in this Section 8.03, no payment shall be withheld by the Plan pursuant to this section unless the Plan notifies the Pensioner by personal delivery of first class mail during the first calendar month or payroll period in which the Plan withholds payments that his benefits are suspended. Such notification shall contain (i) a description of the specific reasons why benefit payments are being suspended, (ii) a general description of the Plan provisions relating to the suspension of payments, (iii) a copy of such provisions, (iv) and a statement to the effect that the applicable Department of Labor Regulations may be found in section 2530.203-3 of the Department of Labor Regulations. In addition, the suspension notification shall inform the Pensioner of the Plan's procedure for affording a review of the suspension of benefits. Requests for such review may be considered in accordance with the claims procedure adopted by the Plan pursuant to section 503 of ERISA and applicable regulations."

2. A new Article 17, "TOP HEAVY LIMITATIONS," is added to the Plan and read as follows:

ARTICLE 17

TOP HEAVY LIMITATIONS

Section 17.1 Top Heavy Determination. The provisions of this Article shall apply in any Plan Year beginning after December 31, 1983 in which an Employer's portion of the Plan

is or becomes a Top Heavy Plan and shall supersede any conflicting provisions in this Plan. The determination of whether the Plan is a Top Heavy Plan shall be made by the Trustees as of the Determination Date.

Section 17.2 Definitions. Unless otherwise indicated therein, capitalized terms used in this Article shall have the meaning given in Article II.

(a) “Accrued Benefit” shall mean an Employee’s pension benefit determined in accordance with the terms of the Plan, including any in-service distributions made within the Plan Year that includes the Determination Date or within any of the four preceding Plan Years and any other distribution made within the Plan Year that includes the Determination Date to the extent such distributions are not already included in the Participant’s present value of pension benefits as of the Valuation Date.

(b) “Compensation” shall mean the amount received by the Employee for services rendered in the course of employment with the Employer to the extent such remuneration qualifies as compensation within the meaning of section 415 of the Code and Treasury Regulations Section 1.415(c)-2(d)(3) and (2)(e)(3)(excluding 2(e)(3)(iii)), as may be adjusted for cost of living increases pursuant to section 415(d) of the Code. However, for any Plan Year in which the Plan is deemed to be a Top Heavy Plan, Compensation in excess of \$265,000 (as adjusted in section 401(a)(17) of the Code from time to time by the Secretary of the Treasury or his delegate) shall not be taken into account under this Article.

(c) “Determination Date” shall be the last day of the preceding Plan Year.

(d) “Key Employee” shall mean any Employee, former Employee or their beneficiaries if, at any time during the Plan Year or any of the four preceding Plan Years, the Employee or former Employee is:

(i) An officer of the Employer whose Compensation is greater than \$130,000 for the Plan Year (as adjusted under section 416(i)(1) for Plan Years after December 31, 2002).

(ii) An Employee who owns, or is deemed to own by application of the rules of section 318 of the Code, five percent (5%) or more of the outstanding stock of the Employer or stock possessing five percent (5%) or more of the total combined voting power of all stock of the Employer. For purposes of determining stock ownership under this subsection, sections 414(b), (c) and (m) of the Code shall not apply.

(iii) An Employee whose Compensation exceeds \$150,000 and who owns, or is deemed to own by application of the rules of section 318 of the Code, one percent (1%) or more of the outstanding stock of the Employer or stock possessing one percent (1%) or more of the total combined voting power of all stock of the Employer. For purposes of determining stock ownership under this subsection, sections 414(b), (c) and (m) of the Code shall not apply.

For purposes of this subsection (d), beneficiaries of an Employee acquire the character of the Employee who performed service for the Employer, and inherited benefits will retain the character of the benefits of the Employee who performed service for the Employer pursuant to section 416(i) of the Code.

(e) "Former Key Employee" shall mean any Employee who is not a Key Employee in the current Plan Year but was a Key Employee in a preceding Plan Year; the term shall also include the beneficiary of such Former Key Employee.

(f) "Non-Key Employee" shall mean any Employee or former Employee who is not a Key Employee; the term shall also include the beneficiary of such Non-Key Employee.

(g) "Top Heavy Plan" shall mean an Employer's portion of the Plan in any Plan Year beginning after December 31, 2001, in which as of the Determination Date, the present value of accrued pension benefits of Key Employees of that Employer exceed sixty percent (60%) of the present value of pension benefits of all Employees of that Employer under the Plan during a one-year period ending on the most recent Determination Date; but not taking into account any accrued benefit or account balance of a Former Key Employee and of any Participant who has not performed services for the Employer during a one-year period ending on the Determination Date, except that in the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting five-year period for one-year period. In addition, "Top Heavy Plan" shall mean the Plan in any Plan Year in which it is part of a Required Aggregation Group that is or forms part of a Top Heavy Group.

(h) "Valuation Date" shall mean the most recent valuation date, as of which pension benefits are valued, occurring within the 12-month period ending on the Determination Date.

(i) "Aggregation Group" shall mean a group of plans of the Employer, all of which have Determination Dates that fall within the same calendar year, which constitute either a Required Aggregation Group or a Permissive Aggregation Group as follows:

(ii) "Required Aggregation Group" shall mean a group of plans which includes every tax-qualified retirement plan maintained by the Employer in which at least one other Key Employee participates and includes any other tax-qualified retirement plan maintained by the Employer which enables such plan covering a Key Employee to meet the requirements of sections 401(a)(4) or 410 of the Code.

(iii) "Permissive Aggregation Group" shall mean a group of plans including any Required Aggregation Group plus any other tax-qualified retirement plan maintained by the Employer which, when considered together with the Required Aggregation Group, would continue to satisfy the requirements of sections 401(a)(4) and 410 of the Code.

(j) “Top Heavy Group” shall mean an Aggregation Group in which, on the Determination Date, the sum of the aggregation of the present value of pension benefits for all Key Employees in all plans included in the Aggregation Group exceeds sixty percent (60%) of the present value of pension benefits for all Employees covered by plans in the Aggregation Group; for this purpose, the Accrued Benefits of Former Key Employees and of any Participant who has not performed services for the Employer in the one-year period ending on the Determination Date shall be disregarded.

Section 17.3 Vesting. For any Plan Year in which the Plan is a Top Heavy Plan, the vesting schedule set forth below shall apply in lieu of the five (5) years of Future Service Credit vesting requirement in Section 5.04(a):

<u>Years of Service for Vesting</u>	<u>Vested Interest</u>
<u>0-1</u>	<u>0%</u>
<u>2</u>	<u>20%</u>
<u>3</u>	<u>40%</u>
<u>4</u>	<u>60%</u>
<u>5</u>	<u>80%</u>
<u>6</u>	<u>100%</u>

If the Plan ceases to be a Top Heavy Plan, the vesting schedule set forth in Section 5.04(a) shall again apply to all years of Vested Service, except that the vested interests of Employees in contributions made to the Plan while it was a Top Heavy Plan shall not be reduced thereby.

Section 17.4 Minimum Accrued Benefit. For any Plan Year in which the Plan is determined to be a Top Heavy Plan, the minimum pension benefit to be provided to each Non-Key Employee, shall equal the Actuarial Equivalent of a single life Annuity, which is the product of (a) one-twelfth (1/12) of Compensation averaged over the five (5) consecutive Plan Years (or the actual number of such consecutive Plan Years, if less than five (5) that produce the highest average and (b) the lesser of two percent (2%) multiplied by years of service or twenty percent (20%). For purposes of this Section 17.4, years of service for any Plan Year during which the Plan was not a Top Heavy Plan shall be disregarded.

IN WITNESS WHEREOF, the Board of Trustees has hereunto set their hands in execution of this First Amendment this 3rd day of November, 2015. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

TRUSTEES:

Redacted by the U.S. Department of the Treasury

John Bulgaro

Redacted by the U.S. Department of the Treasury

Brian K. Hammond

Redacted by the U.S. Department of the Treasury

Mark D. May

Redacted by the U.S. Department of the Treasury

Paul A. Markwitz

Redacted by the U.S. Department of the Treasury

Michael S. Scalzo, Sr.

Redacted by the U.S. Department of the Treasury

Robert Schaeffer

Redacted by the U.S. Department of the Treasury

Daniel W. Schmidt

Redacted by the U.S. Department of the Treasury

Tom J. Ventura

NEW YORK STATE TEAMSTERS CONFERENCE
PENSION AND RETIREMENT FUND
As Amended and Restated Effective January 1, 2015

TABLE OF CONTENTS

	Page
ARTICLE 1 BACKGROUND	1
1.01 History of the Plan	1
1.02 Effective Date	2
1.03 Scope of Plan	2
1.04 Qualification of Plan	2
1.05 Plan Document.....	2
ARTICLE 2 DEFINITIONS.....	4
2.01 “Accrued Benefit”	4
2.02 “Active Participant”	4
2.03 “Actuarial Equivalent”	4
2.04 “Affiliate”	4
2.05 “Applicable Effective Date”	4
2.06 “Benefit Commencement Date”	4
2.07 “Break in Service Year”.....	5
2.08 “Break in Service”	5
2.09 “Brewery Employee”	5
2.10 “Brewery Workers Pension Fund”.....	5
2.11 “Code”	5
2.12 “Collective Bargaining Agreement”	5
2.13 “Contributing Employer”	5
2.14 “Credited Service”	6
2.15 “Disability” or “Disabled”	6
2.16 “Eligibility Computation Period”	6
2.17 “Employee”	6
2.18 “Employer Contributions”	6
2.19 “ERISA”	6
2.20 “Future Service Credit”.....	6
2.21 “Hour of Service”	6
2.22 “IBT”	7
2.23 “Inactive Participant”	7
2.24 “Local 264 Bakery Employee”	7

TABLE OF CONTENTS
(Continued)

	Page
2.25 “Local 264 Bakery Plan”	7
2.26 “Local 264 Brewery Employee”	7
2.27 “Local 264 Brewery Plan”	7
2.28 “Local 264 Dairy Employee”	8
2.29 “Local 264 IRP”	8
2.30 “Local 294 Employee”	8
2.31 “Local 294 Plan”	8
2.32 “Local 478 Employee”	8
2.33 “Local 478 Plan”	8
2.34 “Local 791 Employee”	8
2.35 “Local 791 Plan”	8
2.36 “Local Reciprocal Agreement”	8
2.37 “1997 National Reciprocal Agreement”	8
2.38 “2001 National Reciprocal Agreement”	8
2.39 “Normal Retirement Age”	8
2.40 “Notice Period”	9
2.41 “Participant”	9
2.42 “Participation Agreement”	9
2.43 “Past Service Credit”	9
2.44 “PBGCC”	9
2.45 “Pensioner”	9
2.46 “Plan”	9
2.47 “Plan Administrator”	9
2.48 “Plan Year”	9
2.49 “P&C Employee”	9
2.50 “P&C Plan”	9
2.51 “P&C Merger Agreement”	10
2.52 “P&C Maintenance Employee”	10
2.53 “P&C Maintenance Merger Agreement”	10
2.54 “P&C Maintenance Plan”	10
2.55 “Qualified Domestic Relations Order or QDRO”	10

TABLE OF CONTENTS
(Continued)

	Page
2.56 “Qualified Joint and Survivor Annuity”	10
2.57 “Qualified Military Service”	10
2.58 “Qualified Pre-Retirement Survivor Annuity”	10
2.59 “Service Commencement Date”	10
2.60 “Spouse”	10
2.61 “Supplemental Social Security Benefit”	10
2.62 “Survivor”	10
2.63 “Trust Agreement”	11
2.64 “Trustees”	11
2.65 “UPS Select Clerical Group”	11
2.66 “Union”	11
2.67 “Unreduced Retirement Date”	11
2.68 “Unreduced Social Security Retirement Date”	11
2.69 “Vested”	11
ARTICLE 3 ELIGIBILITY AND PARTICIPATION	12
3.01 Eligibility and Participation	12
3.02 Termination of Participation	12
3.03 Reemployment of a Former Participant	12
3.04 Special Rules for Local 294 Employees	12
3.05 Special Rules for Local 478 Employees	13
3.06 Special Rules for Local 264 Bakery Employees	13
3.07 Special Rules for P&C Employees	13
3.08 Special Rules for Local 264 Brewery Employees	13
3.09 Special Rules for P&C Maintenance Employees	13
3.10 Special Rules for Local 791 Employees	13
3.11 Special Rule for Local 264 Dairy Employees	14
ARTICLE 4 CREDIT FOR SERVICE	15
4.01 Past Service Credit	15
4.02 Future Service Credit	17
4.03 Break in Service	20
4.04 Reinstatement of Credited Service	20

TABLE OF CONTENTS
(Continued)

	Page
4.05 No Service Credit after Participant's Death.....	20
ARTICLE 5 PENSION BENEFITS	21
5.01 Normal or Regular Pension.....	21
5.02 Early Pension	31
5.03 Thirty-Year Pension.....	33
5.04 Vested Pension.....	33
5.05 Limitation of Benefits	34
5.06 Increase for Retirees	35
ARTICLE 6 FORM OF PAYMENT	36
6.01 Normal Form of Benefit.....	36
6.02 Life Annuity	36
6.03 Five-Year Certain Annuity	36
6.04 Ten-Year Certain Annuity	37
6.05 Qualified 50%, 75% or 100% Joint and Survivor Annuity	37
6.06 50%, 75% or 100% Joint and Survivor Annuity with Pop-Up.....	37
6.07 Automatic Pop-Up for Retirees on January 1, 1992.....	37
6.08 Social Security Leveling Option for Local 791 Employees	37
6.09 Lump Sum Payment of Small Benefit Amounts.....	38
6.10 Availability of Optional Forms.....	38
ARTICLE 7 SUPPLEMENTAL SOCIAL SECURITY, DEATH AND DISABILITY BENEFITS	39
7.01 Supplemental Social Security Benefit	39
7.02 Disability Lump Sum Benefit	40
7.03 Disability Benefit.....	40
7.04 Lump Sum Death Benefit	42
7.05 Qualified Pre-Retirement Survivor Annuity.....	44
ARTICLE 8 PAYMENT OF PENSION BENEFITS.....	46
8.01 Commencement of Payments	46
8.02 Payment of Benefits.....	47
8.03 Employment of Pensioners	47
8.04 Non-Alienation of Benefits.....	49

TABLE OF CONTENTS
(Continued)

	Page
8.05 Non-Duplication of Benefits.....	49
8.06 Information Requirement.....	50
8.07 Eligible Rollover Distributions.....	50
8.08 Uniformed Services Employment and Reemployment Rights Act Requirements	51
ARTICLE 9 ADMINISTRATION OF THE PLAN	52
9.01 Plan Administrator.....	52
9.02 Actuarial Matters	52
9.03 Interpretation of the Plan	52
9.04 Claims Procedure.....	52
9.05 Employer Contributions.....	53
9.06 Non-Diversion of Plan Assets.....	53
9.07 Appointment of Advisors.....	53
9.08 Recoupment of Overpayments.....	54
9.09 Burden of Proof Regarding Plan Records.....	54
9.10 Rehabilitation Plan.....	54
ARTICLE 10 AMENDMENT, MERGERS AND TERMINATION.....	55
10.01 Right to Amend.....	55
10.02 Mergers and Consolidation.....	55
10.03 Termination of the Plan	55
ARTICLE 11 WITHDRAWAL LIABILITY.....	56
11.01 Employer Withdrawal from the Plan.....	56
11.02 Withdrawal Liability	56
11.03 No Withdrawal Liability for Certain Temporary Contribution Obligation Periods.....	61
ARTICLE 12 RECIPROCAL PENSIONS UNDER THE 1997 NATIONAL RECIPROCAL AGREEMENT	62
12.01 Purpose.....	62
12.02 Reciprocal Pension Benefits	62
12.03 Related Plans.....	62
12.04 Credited Service Under the Plan.....	62
12.05 Related Credited Service.....	62