Summary Plan Description

MEBA Pension Trust

Defined Benefit Plan

May 2023

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Introduction

The MEBA Pension Trust (the “Pension Trust”), which operates in accordance with the MEBA Pension Trust Regulations (the “Pension Regulations”), helps you provide for your financial security throughout your retirement years. The Pension Trust provides a solid foundation upon which to build your future financial security. The Pension Regulations (the “Plan”) are part of the Pension Trust and are explained in this Summary Plan Description (“SPD”).

The Pension Trust and Pension Regulations were first adopted on December 13, 1955 and have been amended from time to time over the years. The information that appears in this SPD represents the Pension Trust and Pension Regulations as in effect at December 31, 2022. As the Plan is amended after this date, a Summary of Material Modification (SMM) explaining any changes will be provided to you as a supplement to this SPD until a new SPD is prepared. Any SMMs will also be available on the MEBA Plans website at www.mebaplans.org.

Please be assured that NONE of your pension benefits have been taken away just because they are not covered in this SPD. All your pension benefits are still set forth in the actual Pension Regulations.

If you have any questions about the Pension Trust, your participation in it, or this SPD, please contact the Plan Office in Baltimore in writing.

ABOUT THIS SUMMARY PLAN DESCRIPTION

Please understand that no general explanation can adequately provide all of the details of the Pension Trust. This SPD covers only the major provisions of the Pension Regulations. The full details of your pension benefits are set forth in the Pension Regulations. This SPD does not change or otherwise interpret the terms of the official Pension Trust documents, such as the Trust Agreement or the Pension Regulations. Your rights can be determined only by referring to these official documents, which are available for your inspection as described in the Your Rights section of this SPD. Please note that nobody other than the Board of Trustees has any authority to interpret the Pension Regulations (or other official Pension Trust documents) or to make any promises to you about your pension benefits. If you have any questions about your pension benefits, do not rely on anyone’s oral advice, but write to the Plan Office and you will receive a written reply to your inquiry.

This SPD itself does not override the Pension Regulations. Only the Pension Regulations and the other official Pension Trust documents govern the operation of the Pension Trust and the benefits to which you may be entitled. This SPD is supplied to assist you in comprehending the scope and meaning of the Pension Trust, not to replace or amend it.

If any of the information contained in this SPD is inconsistent with the official Pension Trust documents, then the provisions of the official documents will govern in all cases.

The Board of Trustees reserves the right to amend, modify or terminate the Pension Trust and the Pension Regulations (in whole or in part) at any time, subject to the limitations set forth in the Trust Agreement.

SPD Supplements

This SPD includes two Supplements describing Appendices in the Pension Regulations, Supplement A covers the Towboat Operators Pension Plan provisions (Appendix F of the Pension Regulations). Supplement B describes benefits for employees covered by the Staff Plan provisions (Appendix H of the Pension Regulations). Employees covered by Supplements A and B are not entitled to any benefits or rights except as set forth in their respective Supplement.

Participation

Participating Employer

A participating **"Employer"** is an Employer that is obligated under a collective bargaining agreement with the District No. 1-PCD, MEBA (the "Union") to make contributions to the Pension Trust. An employer that has a participation agreement with the Board of Trustees is also a Participating Employer.

Who Is Eligible

"Employee" means a licensed officer, a port engineer, port electrician or hull inspector, and any other persons for whom Employers are obligated to make contributions to the Pension Trust.

Participation

You begin participation in the Pension Trust as soon as a participating Employer employs you in a position covered by a collective bargaining agreement with Union that provides for participation in the Pension Trust. You are also eligible if you work for an employer that does not have a collective bargaining agreement with the Union, but that has adopted the Pension Trust for its employees through a participation agreement with the permission of the Board of Trustees. The Plan Office can tell you if your employer has adopted the Pension Trust.

There are no enrollment forms to complete.

How Service Is Credited

"Covered Employment" is employment with a participating Employer and vacation time for which you receive benefits from the MEBA Vacation Plan. *Please note that the Pension Trust has reciprocal agreements with other pension plans that may recognize certain other service for Pension and Vesting Credit purposes.*

Credit for Military Service

You may also receive Pension Credit for certain periods of time during which you are not in Covered Employment but were in qualified military service.

Service for the Union or for the MEBA Training Plan, after retirement from the Pension Trust is not Covered Employment.

Types of Credit

You receive credited service for two purposes. Years of *Pension Credit* are used to determine the amount of your pension benefit and when you can receive it. Years of *Vesting Credit* are used to determine whether you are vested in your pension benefit.

How Pension Credit is Calculated

The amount of Pension Credit you get for Covered Employment varies depending on when the Employment occurred, since changes have been made to the Pension Trust over time. The rules that were in effect during a specific period generally apply to any Covered Employment during that period.

Covered Employment since July 1, 1990

You generally receive Pension Credit for Covered Employment since July 1, 1990 according to the following schedule:

DAYS OF COVERED EMPLOYMENT IN A CALENDAR YEAR	PENSION CREDIT
0-19	0
20-39	.083
40-59	.167
60-79	.250
80-99	.333
100-119	.417
120-139	.500
140-159	.583
160-179	.667
180-199	.750
200-219	.833
220-239	.917
240 or more	1.000

Covered Employment before July 1, 1990

From 1972 through 1985 you generally received Pension Credit for your Covered Employment based on the following schedule:

DAYS OF COVERED EMPLOYMENT IN A CALENDAR YEAR	PENSION CREDIT
Less than 70	None
70-139	.250
140-209	.500
210-279	.750
280 or more	1.000

Note: the above schedule applies to Licensed Radio Officers and former BMO members starting in 1982. For periods before 1982, their Pension Credit is determined under the rules of the pension plans that covered them before they became covered by the MEBA Pension Trust.

From 1986 through June 31, 1990, you generally received Pension Credit for your Covered Employment based on the following schedule:

DAYS OF COVERED EMPLOYMENT IN A CALENDAR YEAR	PENSION CREDIT
Less than 60	None
60-119	.250
120-179	.500
180-239	.750
240 or more	1.000

Credit for Periods of Severance Pay

Licensed Officers receive Pension Credit for periods of severance pay on or after June 16, 1999. The severance pay must be paid under the terms of a Collective Bargaining Agreement. However, severance pay during the following periods is excluded from Pension Credit: (a) after the Licensed Officer's Effective Date of Pension; (b) during which the Licensed Officer receives vacation benefits from the MEBA Vacation Plan; (c) while the Licensed Officer works in Covered Employment; or (d) while the Licensed Officer works in Maritime Employment (see page 25).

Fill in the Gap Days

You cannot receive Fill in the Gap Days for any year for which a break in service caused you to forfeit your Credit for that year.

If you worked in Covered Employment during 1996 or on January 1, 1997, then you are entitled to "Fill in the Gap Days" when determining the number of Pension Credits you earned before 1997. Only calendar years before 1997 in which you earned less than a full year of Pension Credit are eligible for the Fill in the Gap Days calculation. Calendar years after 1996 or years in which you earned a full year of Pension Credit are ineligible and ignored. Any days you worked in Covered Employment in each eligible year that exceed the number of days you needed to earn the partial Pension Credit you already earned in that year are added up and placed in your "credit bank". Then, beginning with your most recent eligible year, days are subtracted from your credit bank and applied to that year until you earn a full year of Pension Credit for that year. This process is then repeated for your next most recent eligible year, and so on for additional years, until your credit bank is exhausted. For the eligible year in which your credit bank is exhausted, you will receive as many partial Pension Credits as your bank can cover.

Covered Employment for Other Periods
The Pension Regulations describe how Pension Credit is earned for other periods during which you may have worked in Covered Employment and under what conditions prior service with Participating Employers may be counted.

Days of attendance at the MEBA Engineering School on and after October 1, 2008 are counted as Covered Employment, provided you are not receiving a Vacation Benefit from the MEBA Vacation Plan or receiving wages from an Employer for the same period. As of January 1, 2021, if you are a mate, days of in-person attendance at the Maritime Institute of Technology & Graduate Studies ("MITAGS") is also counted as Covered Employment, provided you are not receiving a Vacation Benefit from the MEBA Vacation Plan or receiving wages from an Employer for the same period.

Article II Pension

See page 12 for more information about Article II Pensions

If your Covered Employment is with an Employer that was *not* obligated to make contributions for an Article II-A Pension or if you did not earn sufficient Pension Credit on or after June 16, 1965 to be eligible for a Pension under Article II-A, then you'll receive an Article II Pension, and Pension Credit will be calculated using the following table:

DAYS OF COVERED EMPLOYMENT IN A CALENDAR YEAR	PENSION CREDIT
Less than 50	None
50-99	.250
100-149	.500
150-199	.750
200 or more	1.000

In no event will total years of Pension Credit under Article II exceed 20 years.

Overlap Days
Covered Employment includes "overlap days," which are days an Officer who first reports to work aboard a vessel and the Officer being relieved are both required to work, and for which both are paid a shipboard wage, regardless of whether the Employer pays contributions on behalf of one or both Officers for such days.

Vesting

"Normal Retirement Age" means age 65, or, if later, the fifth anniversary of the date you began participating in the Pension Trust (without a permanent break in service).

"Vesting" means you have a non-forfeitable interest in a pension benefit. In general, you will be vested in a benefit from the Pension Trust when you complete five Years of Vesting Credit. (You will also be vested when you reach your Normal Retirement Age while you are in Covered Employment.)

Note: If you're covered by a collective bargaining agreement and you last worked in Covered Employment before January 1, 1999, then you must complete 10 Years of Vesting Credit in order to be vested in your pension benefit.

A **"break in service"** means any calendar year during which you earn less than 63 Days of Service.

You may be allowed a grace period which will not count toward a Break in Service if your absence from Covered Employment is the result of a disability (as determined by the Trustees), for up to six quarters; hospitalization in a recognized hospital or employment on a ship operated by MSC or any other governmental organization that recognizes or has a bargaining relationship with MEBA; or other reason set forth in Section 1.10 of the Pension Regulations.

How Vesting Credit is Calculated
You earn one Year of Vesting Credit for each calendar year in which you complete 125 Days of Service. Generally, a Day of Service means a day worked in Covered Employment. A Day of Service also includes non-working days for which you are paid by your participating Employer.

Break in Service

Once you become vested in your pension benefit from the Pension Trust, you can't lose your years of Vesting and Pension Credit. However, if before you become vested you incur five consecutive breaks in service, then you generally will lose your prior years of Vesting and Pension Credit. From 1976 to 1988, you generally lost your prior years of Vesting and Pension Credit if, before you earned 10 Years of Vesting Credit, you had a number of consecutive breaks in service which equaled or exceeded the Years of Vesting Credit you had.

Different rules apply for breaks in service before 1976 (before 1982 for Licensed Radio Officers and former BMO members). Please see Appendix C of the Plan Regulations and contact the Plan Office for more information.

When You Can Retire

To **"retire"** you must do all of the following:

- Stop working in Covered Employment and in work aboard any vessel. If any of your Pension Credit was based on employment as a Port Engineer, Port Electrician, or Hull Inspector, then you must completely stop working in all jobs that involve a Licensed Officer's knowledge or expertise, including but not limited to, knowledge or expertise in construction, repair, operations or maintenance activities;
- Take all your accrued vacation; and
- Provide documentary proof that you have withdrawn from Union membership.

Regular Pension

You may retire with a Regular Pension provided you have 20 years of Pension Credit, regardless of your age.

Reduced Pension

If you have less than 20 years of Pension Credit, then you may receive a Reduced Pension when you reach your Normal Retirement Age.

Early Retirement Pension

You may take Early Retirement when you reach age 60 provided you have at least 15 years of Pension Credit.

Disability Pension

If you become disabled, then you may retire and receive a Disability Pension provided you have at least 10 years of Pension Credit. You will be considered disabled if in the opinion of the Trustees, medical evidence shows that you are *totally and permanently* unable, as the result of bodily injury or disease, to engage in any further employment as an Employee. You will be required to submit to physician examinations as directed by the Trustees.

Alternatively, you may retire and receive a Disability Pension if you have at least 6 years of Pension Credit and 6 Years of Vesting Credit. You must have ceased working in Covered Employment on or after June 1, 2001 due to a permanent and total disability which is evidenced by a Social Security Disability Award that established a benefit commencement date within one year of the date you last worked in Covered Employment.

If you are able to work in a job other than as an Employee, then your Disability Pension will be suspended if you earn more than $36,000 in a calendar year. If that happens, then your Disability Pension will be suspended starting after that calendar year and will remain suspended until the end of the next calendar year in which you earn less than $36,000.

Other restrictions may apply to the payment of a Disability Pension. See the Disability Benefits Sections of the Pension Regulations for more information.

How Your Pension Is Calculated

There are three levels of pension benefits payable from the Pension Trust. Active participants receive the Article II-A and/or the Article II-B Pension benefit. In addition, prior service may apply towards an Article II Pension benefit, which is described later.

Participants who work both for Employers that provide the Article II-A, and/or the Article II-B Pension and for Employers that provide the Article II Pension will receive a pension benefit calculated on a prorated basis that takes all allowable Pension Credit into account.

The following terms are important for the calculation of your Article II-A Pension.

Pay: There are two methods for determining the "pay" that's used to calculate your Article II-A Pension:

- For Schedule A, "pay" means your average base monthly wages for any five consecutive calendar year period during the 10 consecutive calendar years immediately before your retirement date that produce the highest Pension.
- For Schedule B, "pay" means your average base monthly wages for any three consecutive calendar year period that produces the highest Pension.

Article II-A Pensions

Regular Pension

The following schedules apply starting August 1, 1994 and ending on your Applicable 2012 Effective Date (as defined on page 15). For all earlier periods, different schedules apply; see Appendix C of the Pension Regulations for more information. For later periods, see Article II-B Pensions described below.

If You Have No Covered Employment After June 30, 1990. Effective August 1, 1994, if you have earned *at least four quarters* of Pension Credit between July 1, 1981 and June 30, 1990, *but you don't have at least one day of Covered Employment since July 1, 1990*, then the monthly amount of your Regular Pension is determined according to the following Schedule A.

ARTICLE II-A PENSION SCHEDULE A	
COMPLETED YEARS OF PENSION CREDIT	**YOUR BENEFIT IS THE GREATER OF:**
20	$396.44 or 40% of Pay
21	$416.26 or 42-2/3% of Pay
22	$436.08 or 45-1/3% of Pay
23	$455.91 or 48% of Pay
24	$475.73 or 50-2/3% of Pay
25	$495.55 or 531/3% of Pay
26	$521.20 or 56% of Pay
27	$546.85 or 58-2/3% of Pay
28	$572.51 or 61-1/3% of Pay
29	$598.16 or 64% of Pay
30	$623.81 or 66-2/3% of Pay
31 or more	An additional $25.65 per month or 2-2/3% of Pay

Remember: Schedule A assumes "pay" is determined using the 5-year average method described in the left column.

If you were eligible for a Regular Pension on or before February 14, 2001, then the minimum Regular Pension is $800 per month (adjusted if you elected a survivor option at the time of retirement).

As of January 1, 2006, each Article II-A Pensioner whose gross monthly pension was equal to or greater than $800 but less than $1,000 received an increase to $1,000. Each Pensioner whose gross monthly pension was at least $1,000 but less than $2,000 received a 10% increase.

Base Monthly Wages for Article II-A Pension*:* For Covered Employment under a collective bargaining agreement, "base monthly wages" is defined in the collective bargaining agreement that applies to you. It includes your regular straight time pay, and usually includes things like additional compensation (e.g., for work on automated vessels, diesel vessels, and twin screw vessels), and the portion of converted overtime deemed straight time earnings. In addition, base monthly wages may include vacation benefits; certain night relief work; time-off allowances for chief engineers for performing work in port during overtime hours; certain periods of disability and training allowances. Base monthly wages earned on or after June 16, 1999 (excluding wages for service as a Chief Engineer or Master) are multiplied by 110% for purposes of calculating the defined benefit pension.

Base Monthly Wages do not include non-converted overtime, non-watch compensation (unless otherwise provided in the collective bargaining agreement), or war bonuses. Base monthly wages also include any differential wage payments your employer makes to you during your qualified military service on or after January 1, 2009.

For Covered Employment *not* subject to a collective bargaining agreement, "base monthly wages" means the basic amount of salary or wages actually paid to you for that employment (excluding overtime, bonuses, commissions and any other form of additional compensation).

See your collective bargaining agreement or contact the Plan Office in Baltimore if you have any questions.

If You Have Covered Employment Since July 1, 1990. If you have at least one day of Covered Employment since July 1, 1990, then the monthly amount of your Regular Pension is calculated under both Schedule A *and* Schedule B. You may elect to receive your benefit under either Schedule. Pension benefits under Schedule A are eligible for cost of living adjustments as explained later; benefits under Schedule B are not eligible for the adjustments.

ARTICLE II-A PENSION SCHEDULE B	
COMPLETED YEARS OF PENSION CREDIT	**YOUR BENEFIT IS THE GREATER OF:**
20	$396.44 or 53-1/3% of Pay
21	$416.26 or 56-8/9% of Pay
22	$436.08 or 60-4/9% of Pay
23	$455.91 or 64% of Pay
24	$475.73 or 67-5/9% of Pay
25	$495.55 or 71-1/9% of Pay
26	$521.20 or 74-6/9% of Pay
27	$546.85 or 78-2/9% of Pay
28	$572.51 or 81-7/9% of Pay
29	$598.16 or 85-3/9% of Pay
30	$623.81 or 88-8/9% of Pay
31 or more	An additional $25.65 per month or 3-5/9% of Pay

If you do not have a round number of years of Pension Credit, then your pension amount will be prorated based on one-twelfth year units to take into account fractional credits.

Reduced Pension

If You Earned One Quarter of Pension Credit after June 16, 1978. Effective August 1, 1994, if you earned at least *one quarter* of Pension Credit after June 16, 1978, but you don't have at least one day of Covered Employment since July 1, 1990, then your Reduced Pension will be a monthly amount equal to the greater of:

- $19.82 for each year of Pension Credit up to 20 years; or
- 2% of your pay for each year of Pension Credit up to 20 years.

The amount of your Reduced Pension depends on when you earned your Pension Credit. The information shown here applies if you earned Pension Credit after June 16, 1978. For all other periods, different rules apply; see the Pension Regulations for more information.

If You Have at least One Day of Covered Employment since July 1, 1990. If you have at least one day of Covered Employment since July 1, 1990, then your Reduced Pension will be a monthly amount using whichever of the following two Options you select:

- **Option One**, using the five-year pay computation method:
  - $19.82 for each year of Pension Credit up to 20 years; or
  - 2% of your pay for each year of Pension Credit up to 20 years.
- **Option Two**, using the three-year pay computation method:
  - $19.82 for each year of Pension Credit up to 20 years; or
  - 2-2/3% of your pay for each year of Pension Credit up to 20 years.

Pension benefits under Option One are eligible for cost of living adjustments as explained later; benefits under Option Two are not eligible for cost of living adjustments.

The amount of your Early Retirement Pension depends on when you earned your Pension Credit. The following information applies if you earned Pension Credit after June 16, 1978. For all other periods, different rules apply; see the Pension Regulations for more information.

Early Retirement Pension

The monthly amount of your Early Retirement Pension is equal to:

- The monthly amount of the Reduced Pension you earned as of the date of your Early Retirement

reduced by

- 0.5% for each full month by which you are younger than age 65 as of the date of your Early Retirement.

See the Disability Pension section for more information about your Disability Pension.

Disability Pension

If you have at least 6 but fewer than 20 years of Pension Credit when you become disabled, then the amount of your Disability Pension is equal to the Reduced Pension for which you are eligible. If you have 20 or more years of Pension Credit when you become disabled, then the amount of your Disability Pension is equal to your Regular Pension.

The Cost of Living Adjustment applies only to benefits calculated using Schedule A (this applies to Regular Pensions, and may apply to Reduced, Early and Disability pension types) If your benefit is calculated using Schedule B or Option Two, then there is no Cost of Living Adjustment. See the Pension Regulations for further information on cost of living adjustments.

Before April 29, 2015, **Pay** under the Article II-B Pension means your average base monthly wages for any 10 consecutive calendar year periods between the Applicable 2012 Effective Date and the date through which the benefit is determined, that produces the highest pension based on the years of Pension Credit through such date. (If you have fewer than 10 years of base monthly wages before retirement, then the average will be determined by using your actual number of years of wages, up to 10.) Base monthly wages are based on "unreduced" wages, prior to any reallocation of total labor costs in accordance with an applicable MOU. As a result, base monthly wages for your pension may be higher than the actual base monthly wages you are paid. As of April 29, 2015, **Pay** under the Article II-B Pension means your average base monthly wages for any 5 consecutive calendar years between the Applicable 2012 Effective Date and the date through which the benefit is determined, that produces the highest pension based on the years of Pension Credit through such date. (If you have fewer than 5 years of base monthly wages before retirement, then the average will be determined by using

Cost Of Living Adjustment

If your benefit from the Pension Trust is calculated using Schedule A or Option One and you retired after 1975, then your pension may be subject to cost of living adjustments. However, if you have earned income of $18,000 or more during a calendar year, then you will not be eligible for a cost of living adjustment during the following calendar year.

The amount of the cost of living adjustment for which you may be eligible is based on the Consumer Price Index (CPI) published by the Department of Labor.

Article II-B Pensions

Effective January 20, 2012, the Pension Trust was amended to add a new level of Pension Benefit, the "Article II-B Pension". The following Schedule applies to Covered Employment on and after the "Applicable 2012 Effective Date." "Applicable 2012 Effective Date" means the date the Article II-B Pension is applicable to the employees of an Employer.

For Covered Employment with an Employer that provides the Article II-B Pension on or after the Applicable 2012 Effective Date, the monthly amount of your Regular Pension earned on or after the Applicable 2012 Effective Date is calculated under the Article II-B Pension. Your monthly pension benefit at Normal Retirement Age or upon completion of 20 Years of Credited Service will be equal to the sum of your Article II-A Pension and Article II-B Pension.

ARTICLE II-B PENSION NO COLA SCHEDULE A	
COMPLETED YEARS OF PENSION CREDIT AFTER THE APPLICABLE 2012 EFFECTIVE DATE	**YOUR BENEFIT IS THE GREATER OF:**
20	$396.44 or 40% of Pay
21	$416.26 or 42-2/3% of Pay
22	$436.08 or 45-1/3% of Pay
23	$455.91 or 48% of Pay
24	$475.73 or 50-2/3% of Pay
25	$495.55 or 53-1/3% of Pay
26	$521.20 or 56% of Pay
27	$546.85 or 58-2/3% of Pay
28	$572.51 or 61-1/3% of Pay
29	$598.16 or 64% of Pay
30	$623.81 or 66-2/3% of Pay
31 or more	An additional $25.65 per month or 2-2/3% of Pay

If you do not have a round number of years of Pension Credit, then your pension amount will be prorated based on one-twelfth year units to take into account fractional credits.

your actual number of years of wages up to 5.)

Your base monthly wage for an Article II-B Pension is the straight-time base pay you receive from employers and from the MEBA Vacation Plan. For purposes of the Article II-B Pension, wages apply to the period vacation is taken, regardless of when earned. Base monthly wages also include any differential wage payments your employer makes to you during your qualified military service on or after January 1, 2009 and also include severance pay for which you receive Pension Credit. Base monthly wages do not include an additional 10% of base wages to equal 110% of base wages earned on or after June 16, 1999. Earnings for night shift shall not exceed 8 hours for any one calendar day.

Cost of Living Pension

You may elect to receive an Article II-B Pension that is subject to a cost of living adjustment, but if you do elect it, then you cannot elect a lump sum distribution, if applicable, for any portion of your benefit. If you do elect the Cost of Living Pension, then the monthly amount of your Regular Pension earned on or after the Applicable 2012 Effective Date is calculated as follows:

ARTICLE II-B PENSION COST OF LIVING PENSION	
COMPLETED YEARS OF PENSION CREDIT AFTER THE APPLICABLE 2012 EFFECTIVE DATE	**YOUR BENEFIT IS THE GREATER OF:**
20	$396.44 or 30% of Pay
21	$416.26 or 32% of Pay
22	$436.08 or 34% of Pay
23	$455.91 or 36% of Pay
24	$475.73 or 38% of Pay
25	$495.55 or 40% of Pay
26	$521.20 or 42% of Pay
27	$546.85 or 44% of Pay
28	$572.51 or 46% of Pay
29	$598.16 or 48% of Pay
30	$623.81 or 50% of Pay
31 or more	An additional $25.65 per month or 2% of Pay

Eligibility for and calculation of Article II-B Pension benefits for a reduced pension, early retirement pension or disability pension are the same as described for Article II-A Pensions.

Article II Pensions

If you did not earn sufficient Pension Credit on or after June 16, 1965 to be eligible for an Article II-A Pension or you worked for an Employer that was not obligated to make contributions necessary to provide an Article II-A Pension, then Article II Pensions may be available for periods on or after June 16, 1965 and before the Applicable 2012 Effective Date.

Regular Pension

The Regular Pension is $367.29 per month. If you were eligible for a Regular Pension on or before February 14, 2001, then the minimum Regular Pension shall be $800 per month (adjusted if you elected a survivor option at the time of retirement).

Reduced Pension

The Reduced Pension is $18.36 per month for each year of Pension Credit up to 20 years.

Early Retirement Pension

Your Early Retirement Pension is equal to:

- The monthly amount of the Reduced Pension you earned as of the date of your Early Retirement

reduced by

- 0.5% for each full month by which you are younger than age 65 as of the date of your Early Retirement.

Disability Pension

The Disability Pension is $18.36 per month for each year of Pension Credit up to 20 years. If you had 20 years of Pension Credit on or before February 14, 2001, then the minimum Disability Pension shall be $800 per month (adjusted if you elected a survivor option at the time of retirement).

How Your Pension Can Be Paid

After you reach your earliest possible retirement date, you can begin receiving your pension at any time after you "retire" as explained on page 9 and submit a properly completed pension application.

Normal Forms of Payment

Your normal form of payment depends on your marital status when your pension payments begin:

If you're single, under some circumstances payments can continue following your death. See the Survivor Benefits section for more information.

- **If you're not married, then** your normal form of payment is a Single Life Annuity. This form of payment provides monthly pension payments to you for your life. When you die, all payments stop.
- **If you're married, then** your normal form of payment is a Qualified 50% Joint and Survivor Annuity. This form of payment provides monthly pension payments to you for your life and, upon your death, continues 50% of your monthly payment to your spouse for the remainder of his or her life. Your benefit is reduced since the benefit is paid over two lifetimes instead of one. Married participants who waive the Qualified 50% Joint and Survivor Annuity (with written notarized spousal consent) also are eligible for the Single Life Annuity.

Automatic Cash Out

If the lump sum actuarial equivalent of any benefit payable to a Participant or Beneficiary is $1,000 or less, then the benefit shall be paid in a lump sum payment upon election to begin distribution.

Optional Forms of Payment

If you're married and you want to receive a Single Life Annuity, a 50% Pop-up, or a Partial Lump-sum Distribution Option (if applicable), then you must obtain your spouse's written, notarized consent. If you elect an optional form of payment, the Plan Office will first provide you additional details about the terms and conditions of your benefit and your rights.

You may be able to elect an optional form of payment. Each option is actuarially equivalent to the Single Life Annuity form of payment. If you're married and you want to receive the 50% Pop-up or the Partial Lump Sum Distribution Option (if applicable), then you must obtain your spouse's written, notarized consent.

To elect an Optional Form of Payment, your election must be on file with the Plan for at least two years before your pension payments begin in order for it to be effective. Instead of waiting for this two-year period, you may submit a "Statement of Health" satisfactory to the Trustees. Your election will not be effective unless and until the Trustees, in their discretion, determine that the Statement of Health is acceptable, and that you can qualify for an individual life insurance policy at standard (non-rated) rates for a person your age. The Trustees may require additional medical information and/or require you to be examined by a physician satisfactory to the Trustees in order to assist them in making their determination. However, if you are married on your Effective Date of Pension, you may elect the 75% Regular Annuity Option without having the election on file with the Plan for at least two years before your pension payments begin, and without submitting a Statement of Health.

The Optional Forms of Payment are:

- ***50% "Pop-up" Annuity Option***: This form of payment works like the Qualified 50% Joint and Survivor Annuity, which is the normal form of payment for married participants. You'll receive an actuarially reduced pension amount for your lifetime. If you die before your spouse, then he or she will receive 50% of the amount you were receiving before your death; that amount will be payable to your spouse until his or her death. However, if your spouse dies before you, then the amount you receive thereafter will *"pop up"* to the amount you would have received if your benefit had been payable as a Single Life Annuity; the adjusted amount will be payable to you until you die.

- ***100% or 75% Regular Annuity Option:*** This form of payment also works like the Qualified 50% Joint and Survivor Annuity; however, if you die before your spouse, then he or she will receive 100% or 75%, depending on your election, of the amount you were receiving before your death; that amount will be payable to your spouse until his or her death. In the event that your spouse dies before you, however, the amount you receive will *not* change.

- ***100% "Pop-up" Annuity Option:*** This form of payment works like the 50% "Pop-up" Annuity Option described above. If you die before your spouse, he or she will receive 100% of the amount you were receiving before your death. However, if your spouse dies before you, then the amount you receive thereafter will "pop up" to the amount you would have received if your benefit had been payable as a Single Life Annuity; the adjusted amount will be payable to you until you die.

See the "Rollover Elections" section for more information about rolling over a Partial Lump Sum Distribution.

- ***Partial Lump Sum Distribution Option:*** If you're at least age 55 (and you're eligible for a Regular Pension), or if you have reached your Normal Retirement Age, then a Partial Lump Sum Distribution option may be available to you. Whether a Partial Lump Sum option is available for any year depends on interest rates and the Plan's funded status.

  If the applicable interest rate in the lookback month is equivalent to 5.75% or more, you may elect a lump sum payment equal to 12 or 24 months of monthly annuity benefit payments with the remainder payable in the form of a monthly annuity option.

  If the applicable interest rate in the lookback month is equivalent to 6.75% or more, you may elect a lump sum payment equal to 12, 24 or 36 months of monthly annuity benefit payments with the remainder payable in the form of a monthly annuity option.

Whether a Partial Lump Sum Distribution option is available for any plan year and, if so, the amount that may be taken as a lump sum depends on the applicable interest rate under Section 417(e)(3) of the Internal Revenue Code in effect as of the Plan's "lookback month" (the August preceding the first day of the Plan Year),

A Partial Lump Sum Distribution option is available during a Plan Year if (i) the Plan's actuary has certified that the Plan is not projected to be in endangered or critical status for the 15 succeeding Plan Years and (ii) the applicable interest rate for the lookback month is 5.75% or more.

If you elect to receive a Partial Lump Sum, then your pension will be calculated under Article II-B Schedule B or Option 2.

- If you are eligible under both the Article II-A and Article II-B Pension, then you may elect different optional forms of payment for each. For example, you could elect the partial lump sum option for your Article II-A Pension and a regular annuity option for your Article II-B Pension. One exception to this is that if you elect an annuity form of benefit for the Article II-A Pension, then you must elect the same annuity form for the Article II-B pension.

- Full lump sum distributions are no longer available.

Survivor Benefits

Your survivors may be eligible to receive benefits from the Pension Trust following your death. The amount and type of benefits your survivors may receive depends on your status at the time of your death, as described below.

Your **"surviving spouse"** is your spouse as of the effective date of your pension. That means, for example, that if you divorce after benefits begin and remarry before your death, your former spouse remains as your surviving spouse for pension purposes. This result can only be changed by a Qualified Domestic Relations Order.

If You're A Pensioner

If you die on or after the effective date of your pension, then a monthly survivor benefit may be paid to your surviving spouse, your children or your parents. No survivor benefit is paid to anyone if you were previously eligible for and received a 100% Lump Sum distribution.

If you were receiving the Qualified 50% Joint and Survivor Annuity, either Pop-up Annuity Option or the 100% or 75% Regular Annuity Option, then your surviving spouse will receive the survivor benefit that is payable under that form for his or her lifetime.

Your children may receive a survivor benefit under the following circumstances:

- Your benefit is paid as a Single Life Annuity, you leave no surviving spouse, and you die before receiving 60 monthly payments from the Pension Trust; or

- Your benefit is paid as a Qualified 50% Joint and Survivor Annuity, either Pop-up Annuity Option, 100% or 75% Regular Annuity, and both you and your surviving spouse die before together receiving 60 monthly payments from the Pension Trust.

Payments are made only to children (including adopted children) under age 21 and continue until the child reaches age 21 or gets married, whichever occurs first. Stepchildren under age 21 will receive payments only if they are members of your household and dependent on you for support. Payments will only be made until the total number of monthly payments to you, your spouse and your eligible children equal 60.

Your parents may receive a survivor benefit under the following circumstances:

- Your benefit is paid as a Single Life Annuity, you leave no surviving spouse or children under age 21, and you die before receiving 60 monthly payments from the Pension Trust; or

- Your benefit is paid as a Qualified 50% Joint and Survivor Annuity, either Pop-up Annuity Option, or the 100% or 75% Regular Annuity, you leave no surviving spouse or children under the age of 21 and die before together receiving 60 monthly payments from the Pension Trust.

Payments are made only to parents who are Dependents under the MEBA Medical and Benefits Plan.

Your **“Earliest Retirement Age”** is the youngest age you would need to reach to begin receiving your Regular, Reduced or Early Retirement Pension based only on the Pension Credit you had earned at the time of your death. For example, if you had earned 17 years of Pension Credit at your death, then your Earliest Retirement Age would be age 60 because that is when a participant with 17 years of Pension Credit could begin receiving an Early Retirement Pension. Once you have 20 years of Pension Credit, you are at your Earliest Retirement Age regardless of how old you are, because you are already eligible for your Regular Pension.

Before You’re A Pensioner

If you die before the effective date of your pension and after you become vested, then the benefit your survivors may receive depends on whether or not you have an election of an optional form of payment on file with the Plan for at least two years before your death and on when you reach your “Earliest Retirement Age”. Benefits are only payable to your surviving spouse if you were married for at least one year before your death.

Benefits Payable to Surviving Spouses

No Election on File

If you do not have an election of an optional form of payment on file with the Plan for at least two years before your death, then a benefit is payable to your eligible surviving spouse as follows:

- If you die after your Earliest Retirement Age, then your spouse will receive the survivor portion of the Qualified 50% Joint and Survivor Annuity you would have received had you retired on the day before your death.

- If you die before your Earliest Retirement Age, then your spouse will receive the survivor portion of the Qualified 50% Joint and Survivor Annuity you would have received had you stopped working on the day before your death, then lived to your Earliest Retirement Age and retired at that time. Payments begin in the month following the month in which you would have reached your Earliest Retirement Age. Alternatively, your spouse may elect to receive an actuarially reduced equivalent of that amount commencing no earlier than the first day of the month following the month in which you died.

- Your spouse may elect to have benefits payable in a Partial Lump Sum Distribution to the extent permitted under the Plan’s Rules and Regulations.

Filing an election of an optional form of payment can increase the benefits for your survivors.

Election on File

If your election of a 100% or 75% Regular Annuity or 100% or 50% Pop-up Annuity Option was on file for at least two years before your death (or if you satisfied the Statement of Health requirement), then a benefit is payable to your eligible surviving spouse as follows:

- If you die after your Earliest Retirement Age, then your spouse will receive the survivor portion of the elected Optional benefit you would have received had you retired on the day before your death.
- If you die before your Earliest Retirement Age, then your spouse will receive the survivor portion of the elected Optional benefit you would have received had you stopped working on the day before your death, then lived to your Earliest Retirement Age and retired at that time. Payments begin in the month following the month in which you would have reached your Earliest Retirement Age.

Partial Lump Sum Election

If your election of a Partial Lump Sum Distribution Option was on file with the Plan before your death and if you were eligible for a Partial Lump Sum Distribution at your date of death, then, as of the first day of a Lump Sum Possible Plan Year instead of the 50% Joint and Survivor Annuity benefits described above, your surviving spouse may elect to receive the Partial Lump Sum Distribution to which you would have been entitled.

If you are eligible for and have elected to receive a Partial Lump Sum Distribution, then you may irrevocably designate at the time you first become eligible to make such election one or more of your children to receive the Partial Lump Sum Distribution you would have received provided you had no spouse who was entitled to receive a death benefit upon your death. Your pension shall be actuarially reduced for each month from the date of your election until your Effective Date of Pension. If this benefit is payable, no benefit shall be payable to children or dependent parents as described below.

Benefits Payable to Children or Parents

Children (including adopted children and stepchildren) under age 18 who are members of your household and dependent on you for support may receive a survivor benefit only if you do not have a surviving spouse who is entitled to a survivor benefit when you die and you reached your Earliest Retirement Age before your death. Parents who are Dependents under the MEBA Medical and Benefits Plan may receive a survivor benefit only if you do not have a surviving spouse who is entitled to a survivor benefit or eligible children under age 18 when you die and you reached your Earliest Retirement Age before your death.

Eligible children or dependent parents will receive 50% of the benefit you would have received as a Single Life Annuity payable beginning at your death. The benefit will be divided equally among your eligible surviving children or (if none) among your surviving dependent parents. Payments to children end on the date they reach age 18 unless the child is still in high school when he or she reaches age 18, in which case the benefit shall continue through the earlier of the month in which the child reaches age 19 or the month in which such child graduates from high school. Payments to parents end when they die.

Qualified Military Service

If you die while performing qualified military service with reemployment rights, effective January 1, 2007, the benefits you are entitled to will be determined as if you had returned to Covered Employment and then died while actively employed.

Maritime Employment After Retirement And Suspension of Benefits

You may be subject to penalties if you work in the maritime industry after you retire.

The term "vessel" does not include work aboard a fishing boat, touring boat, pilot launch, yacht or charter hire,(any of which must be under 70 feet in length) or on an historic vessel run by a non-profit organization, or on a non-profit ship that provides humanitarian assistance.

There are no penalties for work after retirement that is not in the maritime industry.

Return to Work After Retirement

YOU MAY WORK AFTER YOU RETIRE. HOWEVER, IF YOU ENGAGE IN "MARITIME EMPLOYMENT", YOU MAY THEN BE SUBJECT TO PENALTIES. Set forth below is a general description of those penalties. For a detailed explanation, see Sections 2.07, 2.08 and 2.09 of the Plan Regulations.

What constitutes "Maritime Employment" for you depends on the work you did before you retired.

1. If no part of your Pension Credit was based on employment as a Port Engineer, Port Electrician or Hull Inspector, then for you Maritime Employment only means work in Covered Employment or aboard any vessel.

2. If any part of your Pension Credit was based on employment as a Port Engineer, Port Electrician or Hull Inspector, then in addition to work in Covered Employment or aboard any vessel, Maritime Employment for you also includes work in any job that involves a Licensed Officer's knowledge or expertise, including knowledge or expertise in construction, repair, operations or maintenance activities. However, work that is not in Covered Employment or aboard a vessel will only be considered Maritime Employment if the work is performed during your "restricted period." Your restricted period begins on your Effective Date of Pension and lasts for a number of days equal to the number of days for which you earned Pension Credit in employment as a Port Engineer, Port Electrician or Hull Inspector. (Work during the remainder of the month in which your restricted period ends is considered work performed during your restricted period.) But if you earned less than 365 days of Pension Credit as a Port Engineer, Port Electrician or Hull Inspector, then such work shall not count towards your "restricted period" provided your work after retirement is with a participating Employer.

TYPES OF WORK

Non-Maritime Employment

You may engage in any job that is not Maritime Employment for you without penalty after you retire. That is, you may engage in non-Maritime Employment and collect your Pension while you are working. While you are working in non-Maritime Employment, you will continue to be eligible for whatever medical coverage is provided by the MEBA Medical and Benefits Plan, provided that you elected to participate in the MEBA Medical and Benefits Plan. However, if your employer provides you with medical insurance or if you are eligible to receive Medicare benefits, then the MEBA Medical Plan will be your secondary (or tertiary) medical coverage.

Maritime Employment

If you engage in any job that is Maritime Employment for you, then you may be penalized.

Work In Maritime Employment Without Penalty

You may work in Maritime Employment without any penalty if a vessel cannot sail due to a shortage of personnel and all of the following conditions exist:

1. The Union and the Employer determine that a vessel cannot sail due to a shortage of personnel and a pensioner is the only Licensed Officer available; and

2. You notify the Trustees in writing and receive the permission of the Trustees prior to returning to work.

If the above conditions are fulfilled, then you may work in Maritime Employment without any penalty. You will be permitted to work for a period not to exceed 90 days or the length of the voyage, whichever is longer. The Trustees may grant an extension of the permitted work period.

You may also work in Maritime Employment in a government vessel port engineer position without penalty if all of the following conditions exist:

1. You are a Licensed Officer;

2. The Union and the Employer determines that a government vessel port engineer position cannot be filled due to a shortage of personnel and a pensioner is the only Licensed Officer available; and

3. You notify the Trustees in writing and receive the permission of the Trustees prior to returning to work.

If these conditions are satisfied, then you may return to Maritime Employment in a government vessel port engineer position for a period not to exceed 90 days unless an extension beyond such period is granted by the Trustees. Your restricted period will be suspended during such employment.

You may also work in Maritime Employment in a night relief position without any penalty if all of the following conditions exist:

1. The Union determines that a night relief position cannot be filled due to a shortage of personnel and a pensioner is the only Licensed Officer available; and

2. You notify the Trustees in writing and receive the permission of the Trustees prior to returning to work.

If these conditions are satisfied, then you may return to Maritime Employment in a night relief position for the period of time specified by the Trustees.

You may also work in Maritime Employment if there is a shortage of Licensed Officers caused by war or national emergency and you notify the Trustees in writing and receive the Trustees' permission prior to returning to such work. If these conditions exist, then your Pension benefits will not be suspended during this period.

The Plan's Regulations also permit post-retirement work, without penalty, where such work is aboard a vessel, which is operated to train cadets who are pursuing a course of study leading to a U.S. Coast Guard License as a deck or engineering officer or where such work is as an instructor/teacher for the MEBA Training Plan.

The penalties that may apply are different depending on the circumstances in which you return to work in the maritime industry.

Work In Maritime Employment With Penalties

For pensioners who work in Maritime Employment after reaching age 65, Pension benefits will be suspended for a month only if you work at least five days during the month. Your Pension will resume no later than the third calendar month following the last month in which you stop performing penalized employment.

If you return to Maritime Employment during a personnel shortage and you do not notify the Trustees and receive the Trustees' permission to work, or if you work in Maritime Employment during periods other than periods of personnel shortages, then you will incur the following penalties:

1. If you are receiving a monthly pension from the Plan, then your Pension benefits will be suspended during the months you work at least one day. For Pensioners who work in Maritime Employment after reaching age 65, Pension benefits will be suspended for a month only if you work at least five days during the month; or

2. If you received your Pension in a Lump Sum Distribution, then you will be required to pay back the Lump Sum Distribution to the Plan and you will not be eligible to receive a Partial Lump Sum Distribution in the future. When you stop work again, your Pension will be paid to you as a monthly annuity.

3. If you return to work prior to Normal Retirement Age, then your Pension benefits will be suspended for six additional months after you stop working, unless you apply to the Trustees for a waiver of this penalty because of extenuating circumstances, and the Trustees grant the waiver.

4. You will permanently lose all medical benefits for yourself and your dependents under the MEBA Medical and Benefits Plan. Your medical coverage will be terminated and will not be reinstated at a later date.

Whether or not penalties apply, you will not earn any additional pension benefits if you return to work after retirement.

Regardless of the conditions under which you return to Maritime Employment, you will not accrue additional Pension Credit while you are working.

THE DENIAL BY THE TRUSTEES OF PERMISSION TO RETURN TO EMPLOYMENT WITHOUT PENALTY DOES NOT PRECLUDE YOU FROM SEEKING REEMPLOYMENT IN ANY KIND OF MARITIME EMPLOYMENT. However, you will be subject to the penalties discussed above. All pensioners who return to Maritime Employment must promptly notify the Plan Office.

If you have a question about whether work in a particular job would result in a penalty to you, please write to the Plan Office before you engage in the work. Please send a job description from your prospective employer along with your letter and give us as much detail as you can regarding the job.

If you work in Maritime Employment in any month without promptly notifying the Plan of such employment, the Trustees will presume that you worked for at least five (5) days in such month and any every subsequent month before you have notified that Plan that you ceased the employment. You have the right to overcome such presumption by establishing that your work was not in fact an appropriate basis, under the Plan, for suspension of your benefits. The Trustees will inform all Pensioners at least once every 12 months of this presumption.

EMPLOYMENT PAST NORMAL RETIREMENT AGE

If you elect to continue working in Maritime Employment beyond your Normal Retirement Age, then you will not be eligible to receive your Pension benefit until you cease working in Maritime Employment. Your benefits will be suspended between your Normal Retirement Age and the day you cease working in Maritime Employment. You may begin your Pension benefit the first day of the month following your last day of Maritime Employment and after you complete all other requirements to begin your pension (payment of unused vacation, etc.).

Rollover Elections

The portion of your Partial Lump Sum distribution that's directly rolled over is exempt from mandatory 20% federal income tax withholding that otherwise would apply to your Partial Lump Sum.

Direct Rollover Election

If you receive a Partial Lump Sum, then you may choose to have all or part of it directly rolled over into another qualified plan or other eligible retirement accounts. Before a Partial Lump Sum is paid, you'll receive more information about your rollover options and how to elect a direct rollover.

If you don't elect a direct rollover, then the Pension Trust is required to withhold 20% of your Partial Lump Sum distribution as federal income tax withholding.

For more information about the tax consequences related to distributions, you should seek advice from a financial advisor or accountant.

Lost Participant or Beneficiary and Uncashed Checks

You (or your beneficiary or spouse) should keep the Plan informed of your current address. If benefits become distributable under the Plan and, after making reasonable effort the Plan Office is unable to locate the person to whom the benefits are payable, then the benefits will be forfeited as of the end of the Plan Year that follows the Plan Year in which such benefits became distributable (or as soon as practicable thereafter).

Similarly, if a check is issued to you (or your beneficiary or spouse) but remains uncashed and, after making a reasonable effort the Plan Office is unable to locate the person to whom the check was issued (or the person to whom the check was issued is located but fails or refuses to cash the check), the uncashed check will be forfeited as of the end of the Plan Year that includes the twelfth month after the date the check was issued. A record of the undeliverable amount (or uncashed check amount) will be maintained and if you (or your beneficiary or spouse) later make a proper claim for the amount, the amount will be restored and distributed in accordance with the terms of the Plan, but without any interest or earnings.

How to File Your Application for Pension

Branch Offices Accepting Pension Applications

You may apply for Pension benefits in person at one of the MEBA Branch Offices. The Branch Agent or Representative will help you complete all necessary forms and mail them along with all required documents to the Plan Office. You may also file your application in person or by mail directly with the Plan Office.

Certain Documents Must Accompany Pension Applications

You will be told what documentation you must supply with your application. Your application is not complete until all necessary documentation is supplied.

Establishing Your Effective Date of Pension

The earliest Effective Date of Pension you may have is the first of the month following the month in which your completed Application for Pension Benefits is received by the Plan Office or an MEBA Branch Office, provided you do not work in Covered Employment after that date and have taken all of your earned vacation. You may, of course, request a later Effective Date of Pension.

Once Your Application is Filed

After your Application for Pension Benefits and required documents are received, the Plan Office will calculate your Pension benefit and advise you in writing of your Pension amount. After you review the calculation, you will be asked to agree in writing to the Plan Office's calculation by signing and returning the Plan's acknowledgement letter.

When the above steps have been completed, the payment of your Pension benefit will begin. If you receive a monthly benefit, then your first Pension check will be retroactive to your Effective Date of Pension. The Board of Trustees will subsequently review and ratify the approval of your Pension benefit.

If you or your beneficiary makes a false statement material to a claim for benefits, then you or your beneficiary may be denied any or all benefits, and the Trustees can recover any payments made in reliance on the false statement.

If You Disagree With the Plan's Calculations

If you disagree with the calculation of your Pension amount, you should notify the Plan Office immediately in writing and submit whatever material you have in support of your claim to a different amount. The Plan Office will review your claim and advise you of their findings.

Pension and Disability Benefits

You may not receive Pension benefits from the Pension Trust and disability payments from the MEBA Medical and Benefits Plan for the same time period.

Pension and Vacation Benefits

You may not receive Pension benefits from the Pension Trust and vacation benefits for the same time period. All of your accrued vacation must be used before your Effective Date of Pension. For example, if your final vacation period ends on January 2nd, then your Effective Date of Pension cannot be before February 1st. You may forfeit your vacation benefits in order to secure an earlier effective date.

If Your Application Is Denied

If your Application for Pension Benefits is denied or you disagree with the calculation of its amount, you (or your beneficiary) may file an appeal of the denial or the calculation to the Trustees. The Pension Trust's appeal procedures are explained below in the Claims and Appeals section.

Claims and Appeals

Filing of Your Initial Application (or Claim)

Initial Application: To receive benefits from the Pension Trust, you must file a written application with the Plan Office on an application form provided by the Board of Trustees.

Review of Your Initial Application (or Claim)

The Plan Office will review your initial written application (or your written claim) within 90 days (45 days for a disability claim) of the date the application is received, unless the Plan Office determines that special circumstances require an extension of up to 90 additional days (or up to 2 additional 30-day extensions for a disability claim).

If an extension is due to your failure to submit necessary information related to a determination of disability, then the "clock stops running" on the period of time the Plan has to decide the claim until the Plan receives that information, or (if earlier) until the period of time you have been given to provide the information has expired. You will have at least 45 days to provide requested information regarding a disability.

The Plan Office will let you know if (and why) it needs an extension by providing you with a written notice before the end of the period that is being extended.

If Your Initial Application (or Claim) is Denied

If the Plan Office denies your initial application or makes an adverse determination on your written claim, then the Plan Office will provide you with a written statement that contains the following information:

- Specific reason(s) for the denial or adverse determination.
- Reference to the Pension Regulations provision(s) on which the denial or adverse determination was based.
- A description of additional information needed to complete your application or claim, if applicable and why that information is necessary.
- A description of the Pension Trust's review procedures and time limits applicable to those procedures, including your right to bring a civil action under ERISA 502(a) following a denial or an adverse benefit determination on appeal.
- An offer to provide you, on request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits (including a statement of policy or guidance concerning a disability claim).

Initial Disability Claim Denial Involving Discretionary Determination of Disability by the Plan

In the case of a denial of your claim for disability benefits that is based on a determination by the Plan (and not by a third party acting independent of the Plan such as the Social Security Administration ("SSA")), that you are not disabled under the Plan rules, the Plan Office will provide you with a written notice of the denial that also contains the following information:

- A discussion of the decision, including an explanation of the Plan's basis for disagreeing with or not following:

   - The views you presented to the Plan of health care professionals treating you and vocational professionals who evaluated you (if any);
   - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse determination, even if the advice was not relied upon in making the benefit determination; and
   - A disability determination made by the SSA, if you provided it to the Plan;
- If the adverse determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request;
- A copy of the specific internal rules, guidelines, protocols, standards, or other similar criteria of the Plan relied upon in making the adverse benefit determination or, alternatively, a statement that such rules, guidelines, protocols, standards, or other similar criteria of the Plan do not exist;
- A statement that you are entitled to receive, upon request, and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and
- A statement regarding your right to bring a civil action under ERISA Section 502(a).

The written notice of denial will be provided in a culturally and linguistically appropriate manner clearly indicating how to access the language services provided by the Plan, if this applies to your claim. Additionally, a denial of your claim also includes a rescission of your disability coverage, unless it is attributable to a failure to timely pay required premiums of contributions towards the cost of coverage.

Filing of Your Written Appeal

If your initial application is denied in whole or in part, or your claim is determined adversely, then you may appeal this denial or adverse determination in writing to the Trustees. If you want to appeal you must do so within 60 days (180 days for a disability claim) following the date that you receive your initial written denial or adverse determination from the Plan Office.

In preparing for your appeal, you or your authorized representative may, upon request, review documents, records, and other information relevant to the claim. You may submit written comments, documents, records, and other information relating to the claim.

Review of Your Written Appeal

The Trustees will review your written appeal no later than the date of the next regularly-scheduled meeting of the Trustees after the Trustees receive your appeal, unless your appeal is received within 30 days before that next meeting. In that case, a decision will generally be made at the second regularly-scheduled meeting after the Trustees receive your appeal.
If special circumstances require a further extension of time, then the Trustees will decide no later than the third meeting of the Trustees after the Trustees receive your appeal. Written notice of the extension will be furnished to you before the extension.

The Trustees' review of your appeal will take into account all comments, documents, records, and other information you submit, without regard to whether that information was submitted or considered in the initial benefit determination. If medical judgment is required to determine a disability claim, then the Trustees will consult with (and provide for identification of) a health care professional who did not consult (and is not subordinate to the professional who did consult) on the initial adverse determination. With respect to a disability claim, no deference will be afforded to the initial adverse determination and vocational experts consulted will be identified.

If Your Written Appeal is Wholly or Partially Denied

If the Trustees deny or make an adverse determination on your appeal, then the Plan Office will provide you with a written statement that contains the following information:

- Specific reason(s) for the denial or adverse determination.
- Reference to the Pension Regulations provision(s) on which the denial or adverse determination was based.
- A statement regarding your right to bring a civil action under ERISA 502(a).
- Offer to provide you, on request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits (including a statement of policy or guidance concerning a disability claim and the identity of any medical or vocational expert whose advice was obtained in connection with a disability claim).

The Trustees' decision is final and binding on all parties.

Disability Decision on Appeal Involving Discretionary Determination of Disability by the Plan

Prior to issuing a denial of an appeal of a claim for a disability benefit that is based on a determination by the Plan (and not by a third party acting independent of the Plan such as the SSA), that you are not disabled under the Plan rules, the Plan Office will provide you, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan in connection with the claim, and/or with any new or additional rationale for denying the claim, as soon as possible and, to the extent possible, sufficiently in advance of the date the appeal is to be considered to give you a reasonable opportunity to respond prior to the date the appeal will be considered.

In the case of a denial of your appeal involving this type of disability benefits, you will receive a written notice of the denial that includes all of the information in the SPD subsection entitled "Initial Disability Claim Denial Involving Discretionary Determination of Disability by the Plan," as well as the calendar date on which the contractual limitations period expires for the claim.

When deciding claims issues, the Trustees are using their full discretionary authority to administer and interpret the terms of the Pension Regulations, to make factual determinations, and to determine eligibility for participation and for benefits under the terms of the Pension Regulations.

This claims procedure applies to anyone claiming benefits under the Pension Trust, including your surviving spouse or other beneficiary (if applicable). If you need any assistance with this procedure, contact the Plan Office. **If you wish to preserve any rights you may have to benefits from the Pension Trust, then you must follow this claims procedure within the deadlines as described above.** You must exhaust this claims procedure before you file any lawsuit. If you challenge the Trustees' decision in federal court, a review by a court of law will be limited to the facts, evidence, and issues presented during the claims procedure described above.

Legal action may not be filed later than 12 months following the date of the Trustees' decision on the appeal and must be filed in the U.S. District Court for the District of Maryland.

Government Limits

The MEBA Pension Trust is intended to qualify under and satisfy all of the applicable requirements of the Internal Revenue Code (Code). Congress has set several limits that could reduce the amount of benefits you otherwise would be eligible to receive from the Pension Trust.

Maximum Retirement Benefit

Section 415 of the Code limits the amount of benefits you can earn under the Pension Trust. In general, the maximum annual defined benefit Pension (payable as a Single Life Annuity) that may be paid to you is the lesser of (1) 100% of your average total compensation during the three consecutive calendar years that produces the highest average or (2) a dollar limit that is adjusted periodically for inflation. The dollar limit in 2022 is $245,000. The dollar limit is actuarially reduced if benefit payments begin before you attain age 62.

When calculating your Pension benefits and applying the Section 415 limits under the Pension Trust, the maximum amount of your annual compensation that is taken into account cannot exceed a specified dollar amount that is adjusted periodically for inflation. The specified dollar amount in 2022 is $305,000.

It may be that Section 415 will not affect your Pension benefits. Alternatively, Section 415 may not have an immediate impact on your Pension, but may affect your benefits sometime later in your career if you sail at higher ratings, earn higher wages or accrue additional Pension Credit. In any event, you are encouraged to write to the Plan Office if you have any questions regarding Section 415, or if you would like detailed information regarding Section 415 and its impact on your Pension benefits. You should also consult your accountant or tax advisor about planning your financial future, bearing in mind the provisions of Section 415.

Minimum Distribution Requirements

Federal law generally requires benefits to commence in a minimum amount to you or your beneficiary by a set date. For you, benefits generally must commence by the April 1 following the later of the Plan year in which you reach age 72 (age 70½ for plan years prior to 2021) or, if you are still working at that age, when you terminate Covered Employment.

Other Information

Source of Contributions

Employers pay contributions to the Pension Trust as required by their collective bargaining agreements.

Assignment of Benefits

Neither you nor your creditors can assign, transfer or attach your pension benefits or use them for collateral.

Qualified Domestic Relations Order

However, federal law allows assignment or attachment of your benefits from the Pension Trust under a Qualified Domestic Relations Order (QDRO). A QDRO is a court order, issued in connection with a divorce or family support proceeding, which orders the Pension Trust to pay your benefits to your spouse, former spouse, child or other dependent. The Pension Trust must obey these court orders.

You'll be notified if the Pension Trust receives a Qualified Domestic Relations Order that may affect your benefits. You may obtain, without charge, a copy of the procedures governing qualified domestic relations orders by contacting the Plan Office.

Pension Benefit Guaranty Corporation

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (the "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.

The PBGC guarantee generally covers (1) normal and early retirement benefits; (2) disability benefits if you become disabled 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 (a) the date the plan terminates or (b) 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 the plan administrator or contact the PBGC's Technical Assistance Division, 445 12th Street SW, Washington, D.C. 20024-2101 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.

Overpayments

In the event an Employee, participant, pensioner, spouse, former spouse, alternate payee or beneficiary (hereinafter "Payee") is paid benefits ("Benefits") in excess of the amount to which he was entitled pursuant to the appropriate rules, Regulations and interpretations of the Plan, whether on the basis of the Plan's error or the error or false statements of the Payee or a third party, the Payee is required to reimburse the Plan in full and the Plan shall be entitled to recover any such Benefits. Future benefit payments, if any, shall be made on the correct and appropriate basis.

The Plan has a constructive trust, lien, and/or an equitable lien by agreement in favor of the Plan on any overpaid Benefits received by the Payee or a representative of the Payee (including an attorney) that is due to the Plan under this Section, and any such amount is deemed to be held in trust by the Payee for the benefit of the Plan until paid to the Plan. By accepting benefits from the Plan, the Payee consents and agrees that a constructive trust, lien, and/or equitable lien by agreement in favor of the Plan exists with regard to any overpayment, and in accordance with that constructive trust, lien, and/or equitable lien by agreement, the Payee agrees to cooperate with the Plan in reimbursing it for all of its costs and expenses related to the collection of those Benefits.

Any refusal by the Payee to reimburse the Plan for an overpaid amount will be considered a breach of the Payee's agreement with the Plan that the Plan will provide the Benefits available under the Plan and the Payee will comply with the rules of the Plan. By accepting Benefits from the Plan, the Payee affirmatively waives any defenses the Payee may have in any action by the Plan to recover overpaid amounts or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

If the Payee refuses to reimburse the Plan for any overpaid amount, the Plan has the right to recover the full amount owed by any and all methods which include, but are not necessarily limited to, offsetting the amounts paid against any future Benefits otherwise payable to or on behalf of such Payee.

The Plan also may recover any overpaid Benefits by pursuing legal action against the party to whom the Benefits were paid. In the event it is necessary for the Trustees to file suit against a Payee or other party in order to collect any amount owed to the Plan arising out of or related to an overpayment or erroneous payment, such Payee or other party shall reimburse the Trustees for all reasonable attorneys' fees and costs of suit, and other professional fees and costs expended in connection with the Trustees' collection of any amounts owed to the Plan or the enforcement of any of the Plan's rights to reimbursement. In the event of legal action, the Payee shall also be required to pay interest at the rate determined by the Trustees from time to time from the date the Payee becomes obligated to repay the Plan through the date that the Plan is paid the full amount owed. The Plan has the right to file suit against the Payee in any state or federal court that has jurisdiction over the Plan's claim.

In the case of a deceased Payee, the Plan's rights apply to the decedent's estate and the estate is required to comply with the Plan's rules and procedures to the same extent as a Payee.

Your Rights

ERISA

As a participant in the 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 Plan Office and other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Office, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Office may impose a reasonable charge for the copies.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to earn such a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. This statement must be provided free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the status of a qualified domestic relations order, you may file suit in a federal court, as described above. If it should happen that the plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. Any suit must be filed in a U.S. District Court for the District of Maryland within 12 months of the denial of benefits or the action alleged to give rise to the claim.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. 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, Employee Benefits Security 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.

Investments

The Trustees invest Employer contributions made to the Pension Trust. Some Pension Trust assets are invested in insurance contracts. All investments are subject to risk of loss, but the Trustees retain a professional investment consultant to help them balance risk of loss with investment returns to provide growth for the assets of the Pension Trust.

Future of the Pension Trust

While the Trustees currently expect to continue the Plan indefinitely, they reserve the right to amend or terminate it, in whole or in part, or change it at any time for any reason. On the date of plan termination, you would be fully vested in the benefits earned up to the date of termination to the extent funded. Money that has been properly contributed to the Plan generally may not be returned to any Employer.

If there is enough money in the Trust to provide retirement benefits earned to the date of termination, Trust assets would be used to buy annuities, payable at retirement, for each participant. Small benefits may be cashed out in a lump sum if annuities are not otherwise available.

If the assets are not sufficient to provide these annuities and cash-outs, then plan money would be used, as provided by the Plan, to pay expenses and to provide for the benefits of retired participants and beneficiaries, vested active participants and terminated vested participants and other participants—in that order. If the assets are not sufficient to provide all these benefits, then the Pension Benefit Guaranty Corporation takes over, as explained earlier.

By law, a statement of circumstances that might result in a loss or reduction of benefits is required here.

There are certain circumstances that may lead to you losing part or your entire pension. These include the following:

- If your employment ends for any reason (including death) before you participate in the Plan, you or your beneficiary are not entitled to any benefits.
- If you terminate employment before you are fully vested, you will forfeit the nonvested part of your pension.
- Certain limits set by the IRS may reduce, eliminate or otherwise affect your pension. These limits may affect your earnings used in figuring your maximum benefit and your maximum benefit amount.
- Federal law may restrict future accrual and the ability to request lump sum distributions depending on the funded status of the Plan.
- If the Plan terminates before sufficient assets have been accumulated to pay all benefits. In this case, you may be protected in full or in part by the PBGC.
- If your benefit is suspended upon reemployment.
- If you become divorced or are subject to a domestic relations order, a court order could require that part of your benefit be paid to your former spouse or your children.

Discrepancies

This SPD constitutes a summary of the MEBA Pension Trust Defined Benefit Plan. Terms and phrases used in this SPD have the meanings given to them in the Pension Trust Regulations and the Agreement and Declaration of Trust. If there's any difference between the information contained in this SPD and in these documents, then the Regulations and the Agreement and Declaration of Trust as interpreted by the Board of Trustees will always govern. The Trustees have sole discretion to decide questions of fact and interpret the Plan. The Trustees' decision on any issue will apply to all Participants and/or Beneficiaries.

If there are changes in the law that require amendments to the Pension Trust Regulations that have not yet been formally adopted by the Board of Trustees, then the Pension Trust Regulations will be interpreted by the Board of Trustees as including those changes in the law.

ERISA Information

Plan Name	MEBA Pension Trust Defined Benefit Plan
Plan Sponsor	Board of Trustees MEBA Pension Trust 1007 Eastern Avenue Baltimore MD 21202 410-547-9111 800-811-MEBA
Plan Administrator	Board of Trustees
Employer Identification Number	51-6029896
Plan Number	001
Plan Year	January 1 – December 31
Type of Plan	Defined Benefit
Agent to Receive Legal Process	Board of Trustees MEBA Pension Trust 1007 Eastern Avenue Baltimore MD 21202
Participating Employers and Union	Upon written request, the Trustees will make available a list of employers and employee organizations sponsoring the Plan.

Board of Trustees

SUPPLEMENT A

Defined Benefit Plan

PROVISIONS APPLICABLE

TO THE

MEBA TOWBOAT EMPLOYEES

May 2023

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SUPPLEMENT A

PROVISIONS APPLICABLE TO MEBA TOWBOAT EMPLOYEES

Introduction

The introduction at the outset of the Summary Plan Description (page 3) also applies to the former participants of the MEBA Towboat Operators Pension Plan ("MEBA Towboat Employees"). The provisions applicable to benefits for MEBA Towboat Employees ("Towboat Provisions") are set forth in Appendix F of the Pension Regulations. Employees covered by Towboat Provisions are not entitled to any benefits or rights except as set forth in Appendix F of the Pension Regulations.

Effective November 30, 2000, the prior pension plan for Towboat Employees was merged into the MEBA Pension Trust. The merger did not alter the level of benefits under the prior plan and did not permit MEBA Towboat Employees to obtain benefits under the Pension Trust other than as provided in Appendix F of the Pension Regulations.

You are a "Towboat Employee" if you work for a Towboat Employer who is obligated to contribute under the terms of a Collective Bargaining Agreement. Towboat Employers covered under these Towboat Provisions are listed in Schedule I (page A-13).

ELIGIBILITY AND PARTICIPATION

You are eligible to participate under these Towboat Provisions of the MEBA Pension Trust if you are a Towboat Employee working for a Towboat Employer listed in Schedule I which is located at page A-13. You cannot be accruing or receiving benefits under any other provisions of the MEBA Pension Trust and the Towboat Employer must be required to make contributions to provide these benefits.

If you are eligible to participate, then you will automatically become a Participant in these Towboat Provisions when you are employed by a Towboat Employer in work covered by a Collective Bargaining Agreement with the Union. Participating employees are referred to in this Supplement A as a ***"Towboat Participant"***.

If you are a retired or former employee who had an accrued benefit under the Towboat Operators Pension Plan on the November 30, 2000 merger date, please contact the Plan Office for information on your benefits.

TYPES OF DEFINED BENEFIT PENSIONS

Four Types of Pensions

The Towboat Provisions provide four different types of defined benefit Pensions: **Normal, Early, Postponed and Disability Retirement**. To be eligible for a Pension, you must meet certain age and/or years of service requirements and retire from Covered Employment. ***"Covered Employment"*** is employment after December 1, 1959 for which a Towboat Employer was required to make contributions on your behalf to the Pension Trust. ***"Credited Service"*** is the sum of Credited Past Service (credit earned on and before November 30, 2000) and "***Credited Future Service"*** (credit earned after November 30, 2000).

Normal Retirement

You are eligible for Normal Retirement the first of the month following the day you reach age 65, provided you have at least five years of Vesting Credit without a Break in Service (if you earned your hours of service prior to 1999, you may be required to have 10 years of Vesting Credit). If you reach age 65 on the first of the month, then that day shall be your eligibility date. You are also eligible at your tenth anniversary of employment under these Towboat Provisions (including the prior plan) without a Break-in-Service, provided you have already attained age 65. The day you are eligible is also called your ***"Normal Retirement Date"***.

Early Retirement

You are eligible for Early Retirement the first of the month following the day you are at least age 55 (but not age 65) and have acquired five years of Vesting Credit without a Break in Service (if you earned your hours of service prior to 1999, you may be required to have 10 years of Vesting Credit). If you reach age 55 (or the date on which you acquire five years of Vesting Credit) on the first of the month, then that day shall be your eligibility date. The day you are eligible is also called your ***"Early Retirement Date"***.

Postponed Retirement

You are eligible for Postponed Retirement if you elect to continue working beyond your Normal Retirement Date, and you have acquired five years of Vesting Credit, in which event your Postponed Retirement Date will be the first day of the month following your last day of Covered Employment.

Disability Retirement

You are eligible for Disability Pension if you become Totally and Permanently Disabled after you have (i) at least 20 quarters of Vesting Credit without a Break in Service and (ii) have received a minimum of one quarter of Vesting Credit in each of 15 years (measured from December 1 to November 30) or have met the requirements for Early Retirement. (See pages A-5 and A-8 for details on counting Credited Service and Breaks in Service). The day you are eligible is also called your ***"Disability Retirement Date"***.

"Totally and Permanently Disabled" means disabled by reason of bodily injury or disease that permanently incapacitates you from performing the type of work covered by the Collective Bargaining Agreement between the Towboat Employers and the Union, except disability resulting from self-inflicted injury or the habitual use of narcotics or alcoholic beverages is not included. The Trustees, in their discretion, may accept a Social Security Disability award or such other evidence as is satisfactory to them as evidence of Total and Permanent Disability.

If a Disability Pensioner is no longer disabled as defined above and returns to Covered Employment with a Towboat Employer, then he or she shall receive additional years of Credited Service in accordance with these Towboat Provisions.

HOW YOUR PENSION BENEFIT IS CALCULATED

The prior plan for Towboat Employees was merged into the MEBA Pension Trust effective November 30, 2000. Accordingly, a monthly annuity amount payable upon reaching Normal Retirement Date was determined for each Towboat Participant as of January 1, 2001. You may obtain that amount from the Plan Office upon your request.

In addition, effective January 1, 2001, each Towboat Participant is entitled to a benefit for Credited Service on and after January 1, 2001 as described below:

Normal Retirement Calculation

Each month in which you are credited with 173 hours or more of Covered Employment is equal to one ***"Monthly Contribution"***. Hours of Covered Employment are hours you are entitled to be paid directly or indirectly or hours you are paid for vacation, holiday or leaves of absence, or for which back pay is awarded. Such hours shall be credited as provided in Department of Labor Regulation 2530.200b-2(a)(1), (a)(2), (a)(3), (b) and (c).

The Monthly Contributions are added together and converted into quarters of Credited Service as this table shows:

Number of Monthly Contributions	Credited Service
8 or more	4 Quarters
6 but less than 8	3 Quarters
4 but less than 6	2 Quarters
2 but less than 4	1 Quarter
Less than 2	None

Each 4 quarters of Credited Service is equal to one full year of Credited Service. For each full year of Credited Service you are entitled to a monthly single life annuity of $145.00 at your Normal Retirement Date. For any remaining quarters, or partial year of Credited Service, the monthly single life annuity at Normal Retirement Date is $36.25 per Quarter and $145.00 for a full year for service prior to January 1, 2013 and $38.00 per Quarter and $152.00 for a full year for service on and after January 1, 2013.

Early Retirement Calculation

If you elect Early Retirement, then your benefit is calculated under the normal retirement benefit formula above and subject to a reduction based on your age when payments begin. The reduction amount equals ¼% for each month that payment begins before age 65 and after age 60, and ½% for each month that payment begins before age 60 and after age 55. Here are some examples of reduction factors at various ages:

If Payment Begins at this Age*	**Your Normal Retirement Amount is Multiplied by:**
65	100.0%
64	97.0%
63	94.0%
62	91.0%
61	88.0%
60	85.0%
59	79.0%
58	73.0%
57	67.0%
56	61.0%
55	55.0%

*Payments beginning at any point between any of these ages are subject to interim reductions.

Postponed Retirement

If you elect Postponed Retirement, then you will receive a monthly benefit calculated in the same manner as though you had retired on your Normal Retirement Date.

Disability Retirement Calculation

If you become Totally and Permanently Disabled, then your benefit is calculated as if your Disability Retirement Date were your Normal Retirement Date. Payment shall begin on the first of the month following or coinciding with the day your application is filed and shall continue as long as you remain Totally and Permanently Disabled. At age 65, benefits continue regardless of whether you remain Totally and Permanently Disabled. Recovery from your Disability must be reported to the Trustees within 30 days of recovery. A recovered participant may reenter Covered Employment and resume accrual of Credited Service.

Pro-Rata Pensions Eligibility

If you are ineligible for a benefit under these Towboat Provisions (or the benefit would be less than its full amount) because your employment was divided between Covered Employment and employment under a Related Plan, then you may be eligible for a Pro Rata Pension. ***"Related Plan"*** means another pension plan recognized by a resolution adopted by the Trustees. You must meet the following requirements to be eligible:

1. You would be eligible for a normal, early or disability retirement when your Combined Credited Service was counted under these Towboat Provisions. ***"Combined Credited Service"*** is your Related Credited Service (quarters of service creditable under a Related Plan) plus your Credited Service under these Towboat Provisions.

2. Your Combined Credited Service includes at least three years of Credited Service under these Towboat Provisions.

3. You earned at least one quarter of Credited Service under these Towboat Provisions during the twelve-month period following your last earned credited service under the Related Plan.

4. You have notified the Trustees of your Related Credited Service in writing each time your transfer between the Towboat Provisions and a Related Plan within the following time limits: (1) within six months after you begin participation (or return to Participation) under these Towboat Provisions; and (2) within one year after your last Covered Employment under these Towboat Provisions, when you transfer to a Related Plan.

Pro Rata Pension Calculation

If you are eligible for a pro Rata Pension, then your benefit is calculated under the normal retirement calculation using your Credited Service under these Towboat Provisions. A pro Rata Pension is subject to all conditions applying to payment of any pension under these Towboat Provisions, including disability and early retirement reductions.

Non-duplication

You may not receive more than one year of Credited Service, Related Credited Service or Combined Credited Service in any 12-month period.

VESTING

"Vesting" means you have a non-forfeitable right to a pension benefit. You become vested under the Towboat Provisions when you accumulate five Years of Vesting Service or when you reach Normal Retirement Age (if that occurs before you complete five Years of Vesting Service and you are in Covered Employment).

Effective January 1, 2001, a ***"Year of Vesting Service"*** means any calendar year in which a Participant completes at least 346 hours of Covered Employment. Before January 1, 2001, special rules apply to Vesting Service. Contact the Plan Office for details.

BREAKS IN SERVICE AND LOSS OF VESTING AND CREDITED SERVICE

A *"Break in Service"* is a calendar year in which you complete less than 346 hours and a Break in Service becomes permanent when you incur five consecutive one-year Breaks in Service. Absence due to pregnancy, birth of a child, adoption of a child, or caring for a child for a period beginning immediately after the birth or placement, will not count towards a Break in Service. In addition, an absence due to military service covered under Internal Revenue Code Section 414(u) will not count towards a Break in Service.

You may not incur a Break in Service under certain circumstances for periods where you work outside the bargaining unit for not less than 346 hours and are paid by the Towboat Employer, or when you are employed by a union. Please contact the Plan Office for details about these provisions.

If you incur a permanent Break in Service before becoming vested, then you will lose your Years of Vesting Service and your Credited Service, and the years will not be counted for any purpose under these Towboat Provisions. If you later return to Covered Employment, then you will be considered a new Participant.

Once you become vested, you cannot lose your Years of Vesting Service or Credited Service no matter how many one-year Breaks in Service you have.

RETIREMENT AND APPLYING FOR PENSION

To retire, you must meet the age and years of Credited Service requirements of the Towboat Provisions. You must also stop working with all Towboat Employers.

To apply for Pension benefits, you should request a Declaration of Retirement and an Application for Pension by writing to or calling the Plan Office. You should request these documents at least three months prior to the date you intend to retire. You will be required to file the following documents with your Declaration of Retirement and Application and before your first Pension check may be issued:

1. Proof of date of birth for you and your spouse. Two documents are required for each of you. Acceptable documents include certified copies of birth certificates, baptismal certificates, original copy of driver's licenses and passports. Original documents and certified copies will be returned to you.

2. If you are married, then you must submit an original or certified copy of your Marriage License. If you are single, then you must submit a completed Marital Status Affidavit, which the Plan Office will send to you.

3. If you are applying for a Disability Pension, then you must provide a Social Security Award of Disability and such other evidence as may be requested.

4. If you want to receive your Pension under one of the Survivor Option methods of payment, then you must first file a Survivor Option Election Form. In the event you elect certain Survivor Options, you will also be required to furnish the Plan Office with your spouse's notarized written consent to your election.

Your ***"Effective Date of Pension"*** means the date your pension payments begin, which is always the first day of a month. The earliest Effective Date of Pension you may have is the first of the month following the month your Application for Pension is received by the Plan Office, provided you do not work for a Towboat Employer after that date. You may, of course, request a later Effective Date of Pension.

After your Application and required documents are received, the Plan Office will calculate your Pension benefit and advise you in writing of your monthly pension amount. You will be asked to agree in writing to the Plan Office's calculation by signing and returning the Plan's acknowledgement letter.

When the above steps have been completed, the payment of your pension benefit will commence. . Your first payment will include any benefits retroactive to the Effective Date of Pension. The Board of Trustees will subsequently review and ratify the approval of your Pension benefit.

If you disagree with the Plan Office's calculations, then you should notify the Plan Office immediately in writing and submit whatever material you have in support of your claim. The Plan Office will review your claim and advise you of their findings. Please see the Claims and Appeals section on page 30 for details and deadlines.

If you or your beneficiary makes a false statement material to a claim for benefits, then you or your beneficiary may be denied any or all benefits, and the Plan Administrator shall have the right to recover any payments made in reliance on such false statements.

Note that you may not receive pension benefits from the MEBA Pension Trust under these Towboat Provisions and disability payments from any other Towboat Employer-provided disability plan for the same periods of time. If you are receiving disability payments and want to retire, then you must postpone your Effective Date of Pension to begin after your disability payments terminate.

FORMS OF PAYMENT

The Towboat Provisions offer several different forms of payment for your pension benefits. Certain requirements apply to each form of payment. Furthermore, if you are married when you retire, then the Qualified Joint and Survivor Annuity (explained below) is automatic unless waived. The following section explains these methods of payment in greater detail:

Normal Forms of Payment

- **If you are not married** on your actual retirement date, then the "normal" form of payment is a Single Life Annuity. This form of payment provides monthly pension payments to you for your life. When you die, all payments stop.

- **If you are married** on your actual retirement date, then the "normal" form of payment is a Qualified 50% Joint and Survivor Annuity ***("QJSA")***. This form of payment provides monthly pension payments to you for your life and, upon your death, continues 50% of your monthly payment to your spouse for the remainder of his or her life. Your benefit is reduced since the benefit is paid over two lifetimes instead of one.

In the event you die prior to your actual retirement date, no retirement benefits will be paid except as provided on page A-11.

Optional Forms of Payment

You may be able to elect an optional form of payment. Each optional form of payment is actuarially equivalent to the single life annuity. If you are married and want to elect a form other than the normal form, then your spouse must provide written, notarized consent to the election. Once an optional form of payment has been elected, you may not revoke it except to return to the normal form described above. Any election may not be made more than 90 days before your actual retirement date.

(1) Straight Life Annuity.

This form of payment provides monthly pension payments to you only for your life. When you die, all payments stop.

(2) 100%, or 75%, or 66 2/3%, or 50% Regular Annuity Option.

This form of payment provides an actuarially reduced benefit for your lifetime. On your death, your spouse or your designated contingent annuitant would receive 100%, 75%, 66 2/3% or 50% of the monthly benefit amount you were receiving (depending on the survivor option you elected). If your spouse or designated contingent annuitant dies before you, but after payments have begun, then there is no change in the amount of your monthly benefit. If your spouse or designated contingent annuitant dies before your actual retirement date, then you may make a new election. If you die before your actual retirement date and before any payments have been made, then your election will be null and void and any applicable survivor benefits (see page A-11) will be paid.

Once you have elected an optional form of benefit it cannot be changed or rescinded without permission of the Trustees, which may be subject to satisfactory evidence of good health by the prior contingent beneficiary. Any survivor options only apply to the spouse you were married to on your actual retirement date and not to a new spouse in the event you remarry at a later date.

SURVIVOR BENEFITS

This section describes the pension benefits that may be payable to your survivors. The type of benefit payable will depend upon whether you have reached your actual retirement date. Your ***actual retirement date*** is the later of the date you apply for a pension or the date you actually retire and qualify for the pension for which you applied. Any pension application must be made in writing on a form designated by the Trustees.

Survivor Benefits After Your Actual Retirement Date

If you reach your actual retirement date, then survivor benefits may be payable upon your death to your spouse or designated contingent annuitant as described in the "Forms of Payment" section above.

Survivor Benefits Before Your Actual Retirement Date

If you die after you are vested and before your actual retirement date, whether an active employee or not, then the Towboat Provisions will pay a benefit to your spouse. Your spouse will automatically be entitled to a Qualified Preretirement Survivor Annuity ***("QPSA")***. A QPSA is a monthly amount equal to 50% of the actuarially reduced pension benefit you would have received had you actually retired and received your Pension as a Qualified 50% Joint and Survivor Annuity (the normal form of benefit for married participants). A QPSA is payable to your surviving spouse beginning on the earliest date you would have been eligible to receive benefits.

Note that you and your spouse must have been married for at least one year ending on your date of death for your spouse to receive any survivor benefit.

MARITIME EMPLOYMENT AFTER RETIREMENT AND SUSPENSION OF BENEFITS

If you have retired and return to Maritime Employment (Maritime Employment is defined below) before age 65 and without the permission of the Plan, then your retirement income will be immediately suspended. It will remain suspended for any month you work in Maritime Employment, and for six additional months, until you give notice and proof satisfactory to the Trustees that you have ceased Maritime Employment and after the additional six months' suspension. (The Plan may waive the additional six months' suspension in extenuating circumstances.) Your retirement income will then be actuarially recalculated to take into account retirement income payments made before the Maritime Employment and any additional Credited Service earned during the Maritime Employment.

If you have retired and return to Maritime Employment at age 65 or later, then your retirement income will be suspended for any month you are employed in Maritime Employment for five (5) days or more. Upon notice and proof satisfactory to the Trustees that you have ceased Maritime Employment, your retirement income payments shall be resumed, no later than the first day of the third calendar month after such proof is provided, subject to recoupment of payments inadvertently made to you by deducting up to 25% of any monthly benefit payment made to you after your return to retirement status.

If you work in Maritime Employment without promptly notifying the Plan, the Plan will assume that you have worked at least five (5) days in such month and every subsequent month until you have notified the Plan that you have ceased the employment. You will have the opportunity to show the Plan that your benefits should not have been suspended.

For purposes of employment after retirement, ***"Maritime Employment"*** has the same meaning as in the Defined Benefit SPD, but includes employment in any capacity in the Maritime Industry whether as an employee, supervisor, manager (either for a participating or non participating employer) or as a self-employed owner/operator.

If you elect to continue working in Maritime Employment beyond your Normal Retirement Age, then you will not be eligible to receive your Pension benefit until you cease working in Maritime Employment. Your benefits will be suspended between your Normal Retirement Age and the day you cease working in Maritime Employment. You may begin your Pension benefit the first day of the month following your last day of Maritime Employment and after you complete all other requirements to begin your pension (payment of unused vacation, etc.).

OTHER IMPORTANT INFORMATION

Certain provisions relating to the Towboat Provisions are contained in the MEBA Pension Trust Defined Benefit Plan Summary Plan Description (SPD). For your reference, some relevant provisions that apply are listed below. If you need a copy of the Defined Benefit SPD, then please contact the Plan Office.

- Lost Participant or Beneficiary (page 29)
- Claims and Appeals (page 32)
- Government Limits (page 36)
- Your Rights (page 39)
- ERISA Information (page 42)
- Board of Trustees (page 43)

<u>**SCHEDULE I**</u>

SCHEDULE OF TOWBOAT EMPLOYERS

Golden Gate Bridge, Highway and Transportation District

21172758v1

SUPPLEMENT B

Defined Benefit Plan

PROVISIONS APPLICABLE

TO THE

MEBA STAFF PLAN PARTICIPANTS

May 2023

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SUPPLEMENT B

PROVISIONS APPLICABLE TO STAFF PARTICIPANTS

Introduction

The introduction at the outset of the SPD (page 3) also applies to Staff Plan Participants. The provisions applicable to benefits for Staff Plan Participants (***"Staff Plan Provisions"***) are set forth in Appendix H of the Pension Regulations and are reproduced at the back of this SPD. Employees covered by the Staff Plan Provisions are not entitled to any benefits or rights except as set forth in Appendix H.

Effective December 31, 2002, certain assets and liabilities for Staff Plan Participants were transferred from another plan, into the MEBA Pension Trust. The transfer did not alter the level of benefits for the Staff Plan Participants and did not permit Staff Plan Participants to obtain benefits under the MEBA Pension Trust other than as provided in Appendix H of the Pension Regulations.

ELIGIBILITY AND PARTICIPATION

You are eligible to participate under the Staff Plan Provisions of the MEBA Pension Trust provided that (1) a transfer of assets and liabilities was made on your behalf to the MEBA Pension Trust as of December 31, 2002; or (2) you first meet the eligibility requirements on or after November 1, 2003. You must work for a Staff Plan Employer (see page B-25 for a list of Employers) and cannot be accruing or receiving benefits under any other provisions of the MEBA Pension Trust.

If you are eligible to participate, then you will automatically become a "***Staff Plan Participant***" under these Staff Plan Provisions as of the first day of the month following your completion of a Year of Vesting Service (see page B-6 for Vesting Service). If you complete a Year of Vesting Service on the first day of the month, then you are eligible on that day.

TYPES OF DEFINED BENEFIT PENSIONS

Four Types of Defined Pensions

The Staff Plan Provisions provide four different types of defined benefit Pensions: **Regular, Reduced, Early and Disability**. To be eligible for a Pension, you must meet certain age and/or Years of Credited Service requirements which are described below. In addition, a summary description of each of these types of Pension, including eligibility requirements and current monthly benefit amounts, is listed in Schedule I, (located on pages B-16 to 17), Schedule II, (located on pages B-18 to 19), Schedule III (located on pages B-20 to B-21) and Schedule IV (located on pages B-22 to B-23).

Schedules of Benefits

No matter which type of Pension you are eligible for, you will be covered by a Schedule at Retirement, depending on when your last Hour of Service was earned. Participants with at least one Hour of Service on or after July 1, 1990 will have a choice of either Schedule I or Schedule II at Retirement. Participants who do not have at least one Hour of Service on or after July 1, 1990 will automatically receive benefits under Schedule II. If you have at least one Hour of Service on or after March 17, 2012, then Schedule III and Schedule IV will apply to credit earned on and after that date.

Service Prior to March 17, 2012

- *Schedule I.* This Schedule (see pages B-16 to B-17) is only available to Staff Plan Participants earning at least one Hour of Service on or after July 1, 1990. Schedule I may provide a higher initial benefit, but post retirement Cost of Living Adjustments will not apply to benefits paid under Schedule I. Also, in the event you are eligible and elect a partial lump sum form of distribution, Schedule I is used to calculate your benefit.

- *Schedule II.* This Schedule (see pages B-18 to B-19) is the only Schedule available to Staff Plan Participants with at least one Year of Credited Service after July 1, 1981 but who do not have an Hour of Service after June 30, 1990. (It is also available as an alternative to Schedule I for Staff Plan Participants with at least one Hour of Service on or after July 1, 1990.) Schedule

II may provide a lower initial benefit than Schedule I, but post retirement Cost of Living Adjustments apply to benefits paid under Schedule II.

Service On or After March 17, 2012

- *Schedule III*. This Schedule (see pages B-20 to B-21) is available to Staff Plan Participants who have credited service on or after March 17, 2012. Schedule III may provide the same benefit as Schedule II, but cost of living adjustments do not apply to Schedule III. Also, in the event you are eligible and elect a partial lump sum form of distribution, Schedule III is used to calculate your benefit.

- *Schedule IV*. This Schedule (see pages B-22 to B-23) is also available to Staff Plan Participants who have credited service on or after March 17, 2012. Schedule IV may provide a lower initial benefit than Schedule I, but post retirement Cost of Living Adjustments apply to benefits paid under Schedule IV.

See page B-5 for the definition of an Hour of Service and B-8 for more information on post retirement Cost of Living Adjustments.

Regular Pension Requirements

To qualify for a Regular Pension you must earn at least 20 Years of Credited Service. The age requirement differs depending on the date your participation in the Plan began:

- *Before January 1, 1995*. If you became a Staff Plan Participant before January 1, 1995, then you may Retire at any age on a Regular Pension provided you have 20 Years of Credited Service.

- *On or after January 1, 1995*. If you became a Plan Participant on or after January 1, 1995, then you must be at least age 55 with 20 Years of Credited Service to Retire on a Regular Pension.

Reduced Pension Requirements

To qualify for a Reduced Pension, you must be at least age 65 with less than 20 Years of Credited Service.

Early Pension Requirements

To qualify for an Early Pension, you must be between age 60 and 65, with at least 15 Years of Credited Service (but no more than 20 Years of Credited Service).

Disability Pension Requirements

To qualify for a Disability Pension you must have at least 6 Years of Credited Service and you must be Disabled. ***"Disabled"*** means you are eligible to receive a total disability payment under the Social Security Act and have received such award within one year of your last day worked.

A Disability Pension is not payable for any period for which you receive disability benefits from a disability program provided by your employer or any other disability plan.

If a Disability Pensioner with less than 20 Years of Credited Service is no longer Disabled and returns to employment with a Staff Plan Employer, then he or she shall receive additional Years of Credited Service in accordance with the Staff Plan Provisions then in effect.

COMPUTING YOUR DEFINED BENEFIT PENSION

Your Pension benefit is based on your Years of Credited Service at Retirement and your ***"Final Average Compensation (FAC)"***. You receive a percentage of your FAC based on the number of Years of Credited Service you earn. See Schedules I, II, III and IV for the applicable percentages. How your FAC is computed is described below.

For purposes of computing Pension benefits under the Staff Plan Provisions, only Base Compensation is used. ***"Base Compensation"*** is the basic amount of wages paid to a Staff Plan Employee for employment with a Staff Plan Employer, excluding overtime, bonuses, commissions and any other form of additional compensation.

FAC under Schedule I

Under Schedule I (which produces a higher monthly Pension benefit but is not eligible for post retirement Cost of Living Adjustments), FAC is based on your highest <u>three</u> consecutive calendar years of Base Compensation. To calculate FAC under Schedule I, divide your highest three consecutive calendar years of Base Compensation by 36 (months). This equals your average base monthly compensation. Next, multiply your average base monthly compensation by the applicable percentage (based on your Years of Credited Service) to determine your monthly Pension benefit. The formula is adjusted for any month(s) during the three-year period when a Participant was disabled and received no wages. For example, if a Participant was disabled and had no wages for two months during the applicable three year period, then the high three years of Base Compensation would be divided by 34 (months).

FAC under Schedule II

Under Schedule II (which produces a lower Pension benefit than Schedule I with the benefit eligible for post retirement Cost of Living Adjustments), FAC is based on your highest <u>five</u> consecutive calendar years of Base Compensation, during the 10 years preceding Retirement. To calculate FAC under Schedule II, divide your highest five consecutive calendar years of Base Compensation by 60 (months). This equals your average base monthly compensation. Next, multiply your average base monthly compensation by the applicable percentage (based on your Years of Credited Service) to determine your monthly Pension benefit. The formula is adjusted for any month(s) during the five year period when a Participant was disabled and received no wages. For example, if a Participant was disabled and had no wages for three months during the applicable five year period, then the high five years of Base Compensation would be divided by 57 (months).

FAC under Schedule III and Schedule IV

Effective January 1, 2018, for pension benefits earned after March 16, 2012, under Schedules III and IV, FAC is based on 90.9% of your average base monthly compensation earned on or after January 1, 2012 for the five consecutive calendar years starting on or after January 1, 2012 and immediately preceding Retirement that produces the highest pension benefit. To calculate FAC under Schedules III and IV, divide your last five consecutive calendar years of Base Compensation by 60 (months). This equals your average base monthly compensation. Next multiply your average base monthly compensation by the applicable percentage (based on your years of Credited Service) to determine your monthly Pension benefit. The formula is adjusted for any month(s) during the five-year period when a Participant was disabled and received no wages. For example, if a Participant was disabled and had no wages for three months during the five-year period, then the five-years of Base Compensation would be divided by 57 (months).

Under all Schedules, annual compensation above the $305,000 dollar limit for 2022 (adjusted periodically for inflation) must be disregarded per Internal Revenue Service regulations.

ACCUMULATING CREDITED SERVICE

You earn a ***"Year of Credited Service"*** for each calendar year in which you have at least 1,000 Hours of Service with a Staff Plan Employer. (The Staff Plan Provisions do not provide for prorated Years of Credited Service.) If you have less than 1,000 Hours of Service during a calendar year, then you will not receive any Credited Service for that year. In addition, if you have less than 501 Hours of Service during a calendar year, then you will incur a Break in Service for that year. (See page B-6 for more information regarding Breaks in Service).

An ***"Hour of Service"*** includes each hour you are paid or entitled to be paid for the performance of duties with a Staff Plan Employer. An Hour of Service also includes each hour you are paid or entitled to be paid during which no duties are performed due to vacation, holiday, illness, incapacity, jury duty or leave of absence. An Hour of Service may also include, to the extent required by law, each hour for which no duties are performed due to military duty. For Staff Plan Employees who are not paid on an hourly basis, Hours of Service are determined under equivalencies provided by law. For Staff Plan Employees for whom the Staff Plan Employer does not maintain records of hours worked, Hours of Service are determined under equivalences provided by law.

An Hour of Service does not include any period during which an Employee was paid or entitled to payment solely to comply with applicable workers compensation, unemployment compensation, or disability insurance laws.

NORMAL RETIREMENT AGE

"Normal Retirement Age" is the later of age 65 or the fifth anniversary of the date you became a Staff Plan Participant.

VESTING

"Vesting" means you have a non-forfeitable right to a Pension benefit. You become vested in the Staff Plan Provisions when you accumulate five Years of Vesting Service. (You will also be vested when you reach your Normal Retirement Age, if that occurs before you complete five Years of Vesting Credit and are still working for a Staff Plan Employer.)

A ***"Year of Vesting Service"*** means any Plan Year in which a Staff Plan Participant completes at least 1000 Hours of Service. (See page B-5 for definition of "Hours of Service").

BREAKS IN SERVICE AND LOSS OF VESTING AND CREDITED SERVICE

A "***Break in Service"*** is a calendar year in which you complete less than 501 Hours of Service. Absence due to pregnancy, birth of a child, adoption of a child, or caring for a child for a period beginning immediately after the birth or placement, will not count towards a Break in Service. In addition, an absence due to military service covered under Internal Revenue Code section 414(u) will not count towards a Break in Service.

If you incur five consecutive Breaks in Service before becoming vested, then you will lose your Years of Vesting Service and your Credited Service, and the years will not be counted for any purpose under these Staff Plan Provisions. In the event you later return to work for a Staff Plan Employer, you will be considered a new Participant and your new date of participation in the Staff Plan Provisions is the first day of the month coinciding with or next following the completion of a Year of Vesting Service.

Once you become vested, you cannot lose your Years of Vesting Service or Credited Service no matter how many one year Breaks in Service you have.

RECIPROCITY

These Staff Plan Provisions recognize Years of Vesting Service under the MEBA Pension Trust for eligibility and vesting purposes only. The Staff Plan Provisions do not recognize Years of Credited Service under the MEBA Pension Trust for purposes of benefit accrual. In no event shall a participant under the Staff Plan Provisions duplicate benefits, Vesting Service or Credited Service for any period.

RETIREMENT AND APPLYING FOR PENSION

To Retire, you must meet the age and years of Credited Service requirements of the Staff Plan Provisions. You must also stop working with all Staff Plan Employers and complete the taking of your earned vacation.

To apply for Pension benefits, you should request an Application for Pension by writing to or calling the Plan Office. You should request these documents at least three months prior to the date you intend to Retire. You will be required to file the following documents with your completed Application and before your first Pension check may be issued:

1. Proof of date of birth for you and your spouse. Two documents are required for each of you. Acceptable documents include certified copies of birth certificates, baptismal certificates, original driver's licenses and passports. Original documents and certified copies will be returned to you.

2. If you are married, then you must submit an original or certified copy of your Marriage License. If you are single, then you must submit a completed Marital Status Affidavit, which the Plan Office will send to you.

3. If you are applying for a Disability Pension, then you must provide a Social Security Award of Disability and such other evidence as may be requested.

4. If you want to receive your Pension under one of the Survivor Option methods of payment, then you must first file a Survivor Option Election Form. In the event you elect certain Survivor Options, you will also be required to furnish the Plan Office with your spouse's notarized written consent to your election.

Your ***"Effective Date of Pension"*** means the date your Pension payments begin, which is always the first day of a month. The earliest Effective Date of Pension you may have is the first of the month following the month your Application for Pension is received by the Plan Office, provided you do not work for a Staff Plan Employer after that date. You may, of course, request a later Effective Date of Pension.

After your Application and required documents are received, the Plan Office will calculate your Pension benefit and advise you in writing of your monthly Pension amount. You will be asked to agree in writing to the Plan Office's calculation.

When the above steps have been completed, the payment of your Pension benefit will commence. Your first payment will include any benefits retroactive to the Effective Date of Pension.

If you disagree with the Plan Office's calculations, then you should notify the Plan Office immediately in writing and submit whatever material you have in support of your claim. The Plan Office will review your claim and advise you of their findings. Please see the Appeal Procedure outlined on page [33] for details and deadlines.

If you or your beneficiary makes a false statement material to a claim for benefits, then you or your beneficiary may be denied any or all benefits, and the Plan Administrator shall have the right to recover any payments made in reliance on such false statements.

Note that you may not receive Pension benefits from the MEBA Pension Trust and disability payments from any Staff Plan Employer-provided disability plan during the same periods of time. If you are receiving disability payments from any Staff Plan Employer-provided disability plan and want to Retire, then you must postpone your Effective Date of Pension to begin after your disability payments terminate. Also, you may not receive Pension benefits and vacation benefits for the same period. All of your accrued vacation must be used before your Effective Date of Pension.

POST RETIREMENT COST OF LIVING ADJUSTMENTS

The Staff Plan Provisions include two types of Cost of Living Adjustments (***"COLAs***") applied to Pension benefits under certain circumstances. If you receive a monthly benefit calculated under Schedule I or Schedule III, or, if you receive a Lump Sum Distribution, then you are NOT eligible for post retirement COLAs. If you receive a monthly benefit calculated under Schedule II or Schedule IV, then you may be entitled to one of the COLAs listed on Schedule V, on page B-24. However, in the event you have earned income of $18,000 or more during a calendar year, you will not be eligible for a COLA during the following calendar year.

FORMS OF PAYMENT

The Staff Plan Provisions offer several different forms of payment for your Pension benefits. Certain requirements apply to each form of payment. Furthermore, if you are married when you Retire, then the Qualified Joint and Survivor Annuity (explained below) is automatic unless waived. The following section explains these forms of payment in greater detail.

Normal Forms of Payment

- **If you are not married** on your actual Retirement date, then the "normal" form of payment is a Single Life Annuity. This form of payment provides monthly Pension payments to you for your life. When you die, all payments stop.

- **If you are married** on your actual Retirement date, then the "normal" form of payment is a Qualified Joint and Survivor Annuity ("***QJSA***"). This form of payment provides monthly Pension payments to you for your life and, upon your death, continues 50% of your monthly payment to your spouse for the remainder of his or her life. Your benefit is reduced since the benefit is paid over two lifetimes instead of one. Married participants who waive the QJSA with written, notarized spousal consent are also eligible for the Single Life Annuity form of payment.

If you die prior to your actual Retirement date, then no Retirement benefits will be paid except as provided for survivor benefits on page B-11.

Automatic Cash Out

If the lump sum actuarial equivalent of any benefit payable to a Participant or Beneficiary is $1,000 or less, then the benefit shall be paid in a lump sum payment upon election to begin distribution.

Optional Forms of Payment

You may be able to elect an optional form of payment. Each optional form of payment is actuarially equivalent to the Single Life Annuity. If you are married and you want to receive the 50% Pop-up, or the Partial Lump Sum Distribution Option, then your spouse must provide written, notarized consent to the election. Any qualified election may not be made more than 90 days before your actual Retirement date.

To elect an optional form of payment, your election must be on file with the Plan Office for at least two years before your Pension payments begin in order for it to be effective. Instead of waiting for this two-year period, you may submit a Statement of Health to the Trustees showing you can qualify for an individual life insurance policy at standard (non-rated) rates for a person your age. Your election will not be effective unless and until the Trustees, in their discretion, determine that the Statement of Health is acceptable.

If you have elected to receive any of the optional forms of payment and prior to your benefit commencement you wish to change your election to an annuity option, then an additional two year waiting period will not apply.

Survivor options described here apply only in the event you are married on your Effective Date of Pension and apply only to the spouse to whom you were married on that Date. If you are married on your Effective Date of Pension and later remarry, then survivor options only apply to the spouse you were married to on your Effective Date of Pension.

1. <u>50% Pop-Up Option</u>

This form of payment works like the QJSA (the normal form of payment for married participants). However, if your spouse dies before you, then the amount you receive thereafter will "pop up" to the amount you would have received if your benefit had been payable as a Single Life Annuity; the adjusted amount will be payable to you until you die.

2. <u>100% or 75% Regular Option</u>

The form of payment also works like the QJSA; however if you die before your spouse, then he or she will receive 100% (or 75%, depending on your election) of the amount you were receiving before your death; that amount will be payable to your spouse until his or her death. In the event your spouse dies before you, however, the amount you receive will not change. Under this option, you receive an actuarially reduced benefit for your lifetime. In the event your spouse predeceases you, there is no change in the amount of your benefit; i.e., you continue to receive an actuarially reduced benefit.

3. <u>100% Pop-Up Option</u>

This form of payment works like the 50% "Pop-up" Option described above. If you die before your spouse, then he or she will receive 100% of the amount you were receiving before your death. However, in the event your spouse dies before you, the amount you receive thereafter will "pop up" to the amount you would have received if your benefit had been payable as a Single Life Annuity; the adjusted amount will be payable to you until you die.

4. <u>Partial Lump Sum Distribution Option</u>

If you're at least age 55 (and you're eligible for a Regular Pension), or if you have reached your Normal Retirement Age, then a Partial Lump Sum Distribution option may be available to you. Whether a Partial Lump Sum option is available for any year depends on interest rates and the Plan's funded status.

If the applicable interest rate in the lookback month is equivalent to 5.75% or more, you may elect a lump sum payment equal to 12 or 24 months of monthly annuity benefit payments with the remainder payable in the form of a monthly annuity option.

If the applicable interest rate in the lookback month is equivalent to 6.75% or more, you may elect a lump sum payment equal to 12, 24 or 36 months of monthly annuity benefit payments with the remainder payable in the form of a monthly annuity option.

If you elect to receive a Partial Lump Sum, then your pension will be calculated under Article II-B Schedule B or Option 2.

If you are eligible under both the Article II-A and Article II-B Pension, then you may elect different optional forms of payment for each. For example, you could elect the partial lump sum option for your Article II-A Pension and a regular annuity option for your Article II-B Pension. One exception to this is that if you elect an annuity form of benefit for the Article II-A Pension, then you must elect the same annuity form for the Article II-B pension.

Full lump sum distributions are no longer available.

<u>SURVIVOR BENEFITS</u>

This section describes the Pension benefits that may be payable to your survivors after your death. The type of benefit payable will depend upon whether you are an "Active Employee" or a "Pensioner" at the date of your death. Therefore, it is important that you understand when your status changes from "Active Employee" to "Pensioner."

You will be deemed to be a "Pensioner" when you have agreed in writing to your Years of Credited Service and Pension benefit amount as computed by the Plan Office *and* have reached your Effective Date of Pension. For example, if you agree in writing to your benefit amount on January 4, 2009 and your Effective Date of Pension is February 1, 2009, then you will be considered a "Pensioner" on February 1, 2009. Prior to February 1, 2009 you would be considered an "Active Employee."

Survivor Benefits after Death of a PENSIONER:

If you are a Pensioner, then upon your death survivor benefits may be payable to the following persons only in the order named. No one other than a spouse, child (ren) or dependent parent(s) may receive survivor benefits under the Staff Plan Provisions. (Spouse includes a former spouse to the extent provided for in a qualified domestic relations order.) A "dependent parent" is defined as parent(s) principally dependent on you for support and claimed as dependent(s) on your federal income tax return. These individuals are known as “Qualified Beneficiaries” under the Staff Plan Provisions. No survivor benefit will be paid if you received a 100% Lump Sum distribution.

1. **<u>Spouse</u>**

If you were receiving the Qualified 50% Joint and Survivor Annuity, either Pop-up Annuity Option or the 100% or 75% Regular Annuity Option, or the Partial Lump Sum Option, then your surviving spouse will receive the survivor benefit that is payable under that form for his or her lifetime.

2. **<u>Children</u>**

Your children may receive a survivor benefit under the following circumstances:

▪ Your benefit is paid as a Single Life Annuity, you leave no surviving spouse, and you die before receiving 60 monthly payments from the Pension Trust; or

▪ Your benefit is paid as a Qualified 50% Joint and Survivor Annuity, either Pop-up Annuity Option, 100% or 75% Regular Annuity, or the Partial Lump Sum Option and both you and your surviving spouse die before together receiving 60 monthly payments from the Pension Trust.

Payments are made only to children (including adopted children) under age 21 and continue until the child reaches age 21 or gets married, whichever occurs first. Stepchildren under age 21 will receive payments only if they are members of your household and dependent on you for support. Payments will only be made until the total monthly payments to you, your spouse and your eligible children equal 60.

3. **<u>Parents</u>**

Your dependent parents may receive a survivor benefit under the following circumstances:

- Your benefit is paid as a Single Life Annuity, you leave no surviving spouse or children under age 21, and you die before receiving 60 monthly payments from the Pension Trust; or

- Your benefit is paid as a Qualified 50% Joint and Survivor Annuity, either Pop-up Annuity Option, 100% or 75% Regular Annuity, or the Partial Lump Sum Option, you leave no surviving spouse or children under the age of 21 and die before together receiving 60 monthly payments from the Pension Trust.

Survivor Benefits after Death of an ACTIVE STAFF PLAN PARTICIPANT:

If you are an Active Staff Plan Participant and are vested in a Pension on the date you die, then the Staff Plan Provisions will pay a benefit to the following persons only in the order named. These benefits are called ***"Pre-Retirement Death Benefits."*** Note that benefits are payable to children or dependent parents only if the Staff Plan Participant is immediately eligible for a Pension benefit as of his or her date of death.

If you die before the effective date of your pension and after you become vested, then the benefit your survivors may receive depends on whether or not you have an election of an optional form of payment on file with the Plan for at least two years before your death and on when you reach your "Earliest Retirement Age". Benefits are only payable to your surviving spouse only if you were married for at least one year before your death.

1. Spouse

No Election on File

If you do not have an election of an optional form of payment on file with the Plan for at least two years before your death, then a benefit is payable to your eligible surviving spouse as follows:

- If you die after your Earliest Retirement Age, then your spouse will receive the survivor portion of the Qualified 50% Joint and Survivor Annuity you would have received had you retired on the day before your death.

- If you die before your Earliest Retirement Age, then your spouse will receive the survivor portion of the Qualified 50% Joint and Survivor Annuity you would have received had you stopped working on the day before your death, then lived to your Earliest Retirement Age and retired at that time. Payments begin in the month following the month in which you would have reached your Earliest Retirement Age. Alternatively, your spouse may elect to receive an actuarially reduced equivalent of that amount commencing no earlier than the first day of the month following the month in which you died.

Election on File

If your election of a 100% or 75% Regular Annuity or 100% or 50% Pop-up Annuity Option was on file for at least two years before your death (or if you satisfied the Statement of Health requirement), then a benefit is payable to your eligible surviving spouse as follows:

- If you die after your Earliest Retirement Age, then your spouse will receive the survivor portion of the elected Optional benefit you would have received had you retired on the day before your death.

- If you die before your Earliest Retirement Age, then your spouse will receive the survivor portion of the elected Optional benefit you would have received had you stopped working on the day before your death, then lived to your Earliest Retirement Age and retired at that time.

Payments begin in the month following the month in which you would have reached your Earliest Retirement Age.

Partial Lump Sum Election

If your election of a Partial Lump Sum Distribution Option was on file with the Plan before your death and if you were eligible for a Partial Lump Sum Distribution at your date of death, then as of the first day of a Lump Sum Possible Plan Year instead of the 50% Joint and Survivor Annuity benefits described above, your surviving spouse may elect to receive the Partial Lump Sum Distribution to which you would have been entitled.

If you are eligible for and have elected to receive a Partial Lump Sum Distribution, then you may irrevocably designate at the time you first become eligible to make such election one or more of your children to receive the Partial Lump Sum Distribution you would have received provided you had no spouse who was entitled to receive a death benefit upon your death. Your pension shall be actuarially reduced for each month from the date of your election until your Effective Date of Pension. If this benefit is payable, then no benefit shall be payable to children or dependent parents as described below.

Benefits Payable to Children or Dependent Parents

Children (including adopted children and stepchildren) under age 18 who are members of your household and dependent on you for support may receive a survivor benefit only in the event you do not have a surviving spouse who is entitled to a survivor benefit when you die and you are immediately eligible for a Pension at your death.

Your dependent parents may receive a survivor benefit only in the event you do not have a surviving spouse who is entitled to a survivor benefit or eligible children under age 18 when you die and you reached your Earliest Retirement Age before your death.

Eligible children or dependent parents will receive 50% of the benefit you would have received as a Single Life Annuity payable beginning at your death. The benefit will be divided equally among your eligible surviving children or (if none) among your surviving dependent parents. Payments to children end on the date they reach age 18 unless the child is still in high school when he or she reaches age 18, in which case the benefit shall continue through the earlier of the month in which the child reaches age 19 or the month in which such child graduates from high school. Payments to dependent parents end when they die.

2. Children

If you die without a surviving spouse who is eligible to receive survivor's benefits, and you are immediately eligible for a Pension at your date of death, then your dependent children under the age of 18 are entitled to receive among them a monthly benefit equal to 50% of the benefit to which you would have been entitled at your death. Payment of such benefit will start on the first of the month following the month in which your death occurs and will continue through the month during which your last child attains the age of 18. Only children who are under age 18 when payments begin will share in this benefit. The share of a child who reaches 18 will be distributed equally to the remaining child or children under the age of 18. A stepchild must be a member of your household to receive this benefit.

3. Parents

If you die without a surviving spouse and no children eligible to receive survivors' benefits, then monthly benefit payments equal to 50% of the benefit to which you would have been entitled at your death will be made in equal shares between your dependent parents for their lifetime. You must be immediately eligible for a Pension at your date of death in order for a benefit to be payable to your dependent parents. Payment of such benefit will start on the first of the month following the month in which your death occurs. The share of a parent who dies will be distributed to the remaining parent until their death.

EMPLOYMENT AFTER RETIREMENT AND SUSPENSION OF BENEFITS

Unless you are Retired on a Disability Pension, you may engage in any type of work after you Retire under the Staff Plan Provisions. However, if you return to work for a Staff Plan Employer under the Staff Plan Provisions without receiving the Plan's permission while you are receiving Pension benefits, then your benefit payments will be suspended for any calendar month when you work for a Staff Plan Employer. If you have not yet reached Normal Retirement Age, your benefit will remain suspended for any month you work as a Staff Plan Employee, and for six additional months, until you give notice and proof satisfactory to the Trustees that you have ceased working as a Staff Plan Employee and after the additional six months' suspension (the Plan may waive the additional six months' suspension in extenuating circumstances.) For any month you are reemployed as a Staff Plan Employee after reaching Normal Retirement Age, no payment will be suspended as described above unless you work forty (40) hours or more in the month, and the Plan notifies you of the suspension by personal delivery or first class mail during the first calendar month or payroll period in which your payments are suspended.

Future benefits will be redetermined, taking into account current Staff Plan Provisions and any additional Years of Credited Service earned as a result of the return to employment and actuarially reduced to reflect the value of benefit payments made prior to the re-employment. In no event will the re-determined benefit be less than the Pension benefit that you were receiving prior to your re-employment.

If you work for a Staff Plan Employer without promptly notifying the Plan, the Plan will assume that you have worked at least forty (40) hours in such month and every subsequent month until you have notified the Plan that you have ceased the employment. You will have the opportunity to show the Plan that your benefits should not have been suspended. You may return to work for a Staff Plan Employer while you are receiving Pension benefits without your benefit payments being suspended, and without a redetermination of your benefits, if::

1. A Plan Office or facility requires additional personnel to operate, and you are the best candidate available for the position;

2. The Plan Administrator determines in writing that the above requirement has been met and requests that you return to work as a Staff Plan Employee;

3. You notify the Trustees in writing that you intend to return to work as a Staff Plan Employee; and

4. The Trustees grant you permission to return to work as a Staff Plan Employee.

If you elect to continue working for a Staff Plan Employer beyond your Normal Retirement Age, then you will not be eligible to receive your Pension benefit until you cease working for a Staff Plan Employer. Your benefits will be suspended between your Normal Retirement Age and the day you cease working for a Staff Plan Employer. You may begin your Pension benefit the first day of the month following your last day of work for a Staff Plan Employer and after you complete all other requirements to begin your pension.

OTHER IMPORTANT INFORMATION

Certain provisions relating to the Staff Plan Provisions are contained in the MEBA Pension Trust Defined Benefit Plan Summary Plan Description (SPD). For your reference, the provisions that apply are listed below. If you need a copy of the Defined Benefit SPD, then please contact the Plan Office.

- Rollover Elections (page 28)
- Lost Participant or Beneficiary (page 29)
- Claims and Appeals (page 32)
- Government Limits (page 36)
- Your Rights (page 39)
- ERISA Information (page 42)
- Board of Trustees (page 43)

SCHEDULE I[1]

SCHEDULE OF PENSION BENEFITS FOR STAFF PLAN PARTICIPANTS WHO HAVE AT LEAST ONE HOUR OF SERVICE ON OR AFTER JULY 1, 1990

Only Staff Plan Participants with at least one Hour of Service on or after July 1, 1990 are eligible for the benefits listed in this Schedule.

Type of Pension	Years of Credited Service	Age	Monthly Benefit is the Greater of:
REGULAR[2]	20 Years		$396.44[3] or 53 3/9% of FAC[4]
	21 Years	Any Age if	$416.26 or 56 8/9% of FAC
	22 Years	participation	$436.08 or 60 4/9% of FAC
	23 Years	began before	$455.91 or 64% of FAC
	24 Years	1/1/95	$475.73 or 67 5/9% of FAC
	25 Years	or	$495.55 or 71 1/9% of FAC
	26 Years	Age 55 if	$521.20 or 74 6/9% of FAC
	27 Years	participation	$546.85 or 78 2/9% of FAC
	28 Years	began on or after	$572.51 or 81 7/9% of FAC
	29 Years	1/1/95	$598.16 or 85 3/9% of FAC
	30 Years		$623.81 or 88 8/9% of FAC
	Over 30 Years		An additional $25.65 per month or 3 5/9% per year.
REDUCED	Less than 20 Years	Normal Retirement Age[5]	$19.82 per month for each year of Credited Service or 2 2/3% of FAC for each year, whichever is higher.

[1] No Cost of Living Adjustments apply to benefits paid under this Schedule I.

[2] If a Staff Plan Participant commenced Participation under the Staff Plan Provisions on or after January 1, 1995, then he must also be at least age 55 to Retire on a Regular Pension.

[3] Prior to August 1, 1994, dollar amount benefits were slightly less.

[4] The term "FAC" means the average base monthly compensation of the Staff Plan Employee for any three consecutive calendar years that produces the highest Pension benefit.

[5] "Normal Retirement Age" is the later of age 65 or the 5th anniversary of the date the Staff Plan Employee commenced participation under the Staff Plan Provisions.

(cont'd)

Type of Pension	Years of Credited Service	Age	Monthly Benefit is the Greater of:
DISABILITY	At least 6 Years	Any Age (if Disabled[6])	For less than 20 Years of Credited Service, the same amount as a Reduced Pension. For 20 or more Years of Credited Service, the same amount as a Regular Pension.
EARLY RETIREMENT	At least 15 Years, but less than 20	60-65	Calculate Pension as if it was a Reduced Pension and Participant was age 65. Then reduce that amount by ½ of 1% for each month under age 65.

[6] Disability exists when you are eligible to receive total disability payments under the Social Security Act. You must furnish a Social Security Award of Disability and such Award must be dated within one year of the last day you worked. (Annual evidence of continued disability may be required).

SCHEDULE II[1]

SCHEDULE OF PENSION BENEFITS FOR STAFF PLAN PARTICIPANTS WHO HAVE AT LEAST ONE YEAR OF CREDITED SERVICE AFTER JULY 1, 1981

Staff Plan Participants with at least one Year of Credited Service after July 1, 1982 are eligible for the benefits listed in this Schedule.

Staff Plan Participants who also have one Hour of Service on or after July 1, 1990 have a choice between this Schedule II and Schedule I at Retirement.

Type of Pension	Years of Credited Service	Age	Monthly Benefit is the Greater of:
REGULAR[2]	20 Years		\$396.44[3] or 40% of FAC[4]
	21 Years		\$416.26 or 42 2/3% of FAC
	22 Years		\$436.08 or 45 1/3% of FAC
	23 Years	Any Age if participation	\$455.91 or 48% of FAC
	24 Years	began before 1/1/95	\$475.73 or 50 2/3% of FAC
	25 Years	or	\$495.55 or 53 1/3% of FAC
	26 Years	Age 55 if participation began	\$521.20 or 56% of FAC
	27 Years	on or after 1/1/95	\$546.85 or 58 2/3% of FAC
	28 Years		\$572.51 or 61 1/3% of FAC
	29 Years		\$598.16 or 64% of FAC
	30 Years		\$623.81 or 66 2/3% of FAC

[1] Cost of Living Adjustments apply to benefits paid under this Schedule II (See Schedule V for COLA's).

[2] If a Staff Plan Participant commenced Participation under the Staff Plan Provisions on or after January 1, 1995, then he must also be at least age 55 to retire on a Regular Pension.

[3] Prior to August 1, 1994, dollar amount benefits were slightly less.

[4] The term "FAC" means the average base monthly compensation of the Staff Plan Employee earned on or after January 1, 2012 for the five consecutive calendar years starting on or after January 1, 2012 and within the 10 consecutive calendar years ending on the date through which the benefit is determined that produces the highest Pension benefit.

(cont'd)

Type of Pension	Years of Credited Service	Age	Monthly Benefit is the Greater of:
	Over 30 Years		An additional $25.65 per month or 2 2/3% per year.
REDUCED	Less than 20 Years	Normal Retirement Age[5]	$19.82 per month for each Year of Credited Service or 2% of FAC for each year, whichever is higher.
DISABILITY	At least 6 Years	Any Age (if Disabled[6])	For less than 20 years of Credited Service, the same amount as a Reduced Pension. For 20 or more Years of Credited Service, the same amount as a Regular Pension.
EARLY RETIREMENT	At least 15 Years, but less than 20	Age 60-65	Calculate Pension as if it was a Reduced Pension and Participant was age 65. Then reduce that amount by ½ of 1% for each month under age 65.

[5] "Normal Retirement Age" is the later of age 65 or the 5th anniversary of the date the Staff Plan Participant commenced participation in the Plan.

[6] Disability exists when you are eligible to receive total disability payments under the Social Security Act. You must furnish a Social Security Award of Disability and such Award must be dated within one year of the last day you worked. (Annual evidence of continued disability may be required).

SCHEDULE III[1]

SCHEDULE OF PENSION BENEFITS FOR STAFF PLAN PARTICIPANTS WHO HAVE CREDITED SERVICE ON OR AFTER MARCH 17, 2012

Type of Pension	Years of Credited Service	Age	Monthly Benefit is the Greater of:
REGULAR[2]	20 Years		\$396.44 or 40% of FAC[3]
	21 Years		\$416.26 or 42 2/3% of FAC
	22 Years		\$436.08 or 45 1/3% of FAC
	23 Years	Any Age if participation	\$455.91 or 48% of FAC
	24 Years	began before 1/1/95	\$475.73 or 50 2/3% of FAC
	25 Years	or	\$495.55 or 53 1/3% of FAC
	26 Years	Age 55 if participation began	\$521.20 or 56% of FAC
	27 Years	on or after 1/1/95	\$546.85 or 58 2/3% of FAC
	28 Years		\$572.51 or 61 1/3% of FAC
	29 Years		\$598.16 or 64% of FAC
	30 Years		\$623.81 or 66 2/3% of FAC
	Over 30 Years		An additional \$25.65 per month or 2 2/3% per year.

[1] The monthly pension benefit at Normal Retirement Age or upon completion of 20 Years of Credited Service will be equal to the sum of Schedule I and Schedule III.

[2] If a Staff Plan Participant commenced Participation under the Staff Plan Provisions on or after January 1, 1995, he must also be at least age 55 to retire on a Regular Pension.

[3] The term "FAC" means 90.9% of the average base monthly compensation of the Staff Plan Employee earned on or after January 1, 2012 for the 5 consecutive calendar years starting on or after January 1, 2012 and ending on the date through which the benefit is determined that produces the highest Pension benefit.

(cont'd)

Type of Pension	Years of Credited Service	Age	Monthly Benefit is the Greater of:
REDUCED	Less than 20 Years	Normal Retirement Age[4]	$19.82 per month for each Year of Credited Service or 2% of FAC for each year, whichever is higher.
DISABILITY	At least 6 Years	Any Age (if Disabled[5])	For less than 20 years of Credited Service, the same amount as a Reduced Pension. For 20 or more Years of Credited Service, the same amount as a Regular Pension.
EARLY RETIREMENT	At least 15 Years, but less than 20	Age 60-65	Calculate Pension as if it was a Reduced Pension and Participant was age 65. Then reduce that amount by ½ of 1% for each month under age 65.

[4] "Normal Retirement Age" is the later of age 65 or the 5th anniversary of the date the Staff Plan Participant commenced participation in the Plan.

[5] Disability exists when you are eligible to receive total disability payments under the Social Security Act. You must furnish a Social Security Award of Disability and such Award must be dated within one year of the last day you worked. (Annual evidence of continued disability may be required).

SCHEDULE IV[1]

SCHEDULE OF PENSION BENEFITS FOR STAFF PLAN PARTICIPANTS WHO HAVE CREDITED SERVICE ON OR AFTER MARCH 17, 2012

Type of Pension	Years of Credited Service	Age	Monthly Benefit is the Greater of:
REGULAR[2]	20 Years		$396.44 or 30% of FAC[3]
	21 Years		$416.26 or 32% of FAC
	22 Years		$436.08 or 34% of FAC
	23 Years	Any Age if participation	$455.91 or 36% of FAC
	24 Years	began before 1/1/95	$475.73 or 38% of FAC
	25 Years	or	$495.55 or 40% of FAC
	26 Years	Age 55 if participation began	$521.20 or 42% of FAC
	27 Years	on or after 1/1/95	$546.85 or 44% of FAC
	28 Years		$572.51 or 46% of FAC
	29 Years		$598.16 or 48% of FAC
	30 Years		$623.81 or 50% of FAC
	Over 30 Years		An additional $25.65 per month or 2% per year.

[1] The monthly pension benefit at Normal Retirement Age or upon completion of 20 Years of Credited Service will be equal to the sum of Schedule II and Schedule IV.

[2] If a Staff Plan Participant commenced Participation under the Staff Plan Provisions on or after January 1, 1995, he must also be at least age 55 to retire on a Regular Pension.

[3] The term "FAC" means 90.9% of the average base monthly compensation of the Staff Plan Employee for the 5 consecutive calendar years ending on the date through which the benefit is determined that produces the highest Pension benefit.

(cont'd)

Type of Pension	Years of Credited Service	Age	Monthly Benefit is the Greater of:
REDUCED	Less than 20 Years	Normal Retirement Age[4]	$19.82 per month for each Year of Credited Service or 2% of FAC for each year, whichever is higher.
DISABILITY	At least 6 Years	Any Age (if Disabled[5])	For less than 20 years of Credited Service, the same amount as a Reduced Pension. For 20 or more Years of Credited Service, the same amount as a Regular Pension.
EARLY RETIREMENT	At least 15 Years, but less than 20	Age 60-65	Calculate Pension as if it was a Reduced Pension and Participant was age 65. Then reduce that amount by ½ of 1% for each month under age 65.

[4] "Normal Retirement Age" is the later of age 65 or the 5th anniversary of the date the Staff Plan Participant commenced participation in the Plan.

[5] Disability exists when you are eligible to receive total disability payments under the Social Security Act. You must furnish a Social Security Award of Disability. (Annual evidence of continued disability may be required).

SCHEDULE V

COST OF LIVING ADJUSTMENTS ("COLAS") FOR PENSION BENEFITS CALCULATED UNDER SCHEDULE II

- ***CPI*** means the Consumer Price Index published by the Department of Labor, measured July 1 to June 30.
- To be eligible for a COLA, a Pensioner's earnings may not exceed $18,000 during the prior calendar year. You may be required to authorize the Social Security Administration to release information to the Plan Office regarding your earnings during the calendar year(s) after your Effective Date of Pension.
- All COLAs are effective on January 1.

Annual COLA (effective January 1)	Eligibility Requirements	Maximum Number of COLA's	Beneficiary Entitlement
3%	At least one Year of Credited Service after 6/16/75 and Retirement on or after 7/1/81; and CPI increases by 3% or more.	10	If a Pensioner dies and the qualified beneficiary is receiving a survivor Pension, then the beneficiary may be entitled to annual COLA's. The maximum number of combined annual COLAs is 10.
1% for each 1% increase in the CPI, up to a maximum of 6%	At least one Year of Credited Service after 7/1/81 and Retirement on or after age 62; and CPI increases by 1% or more.	Unlimited	If a Pensioner dies and qualified beneficiary is age 62 or more and is receiving a survivor Pension, then the beneficiary will be entitled to annual COLA's.

LIST OF STAFF PLAN PROVISION EMPLOYERS

Calhoon MEBA Engineering School

District No. 1, PCD-MEBA

Federation of Public and Private Employees

MEBA Plan Office

Professional Airways Systems Specialists