Bakery & Confectionery Union & Industry International Pension Fund

AMENDED AND RESTATED REHABILITATION PLAN

December 5, 2024

I. INTRODUCTION

The Pension Protection Act of 2006 ("PPA") requires an annual actuarial status determination for multiemployer pension plans including the Bakery & Confectionery Union & Industry International Pension Plan (the "Plan"). On March 30, 2012, the Plan was certified by its actuary, The Segal Co. ("Segal"), to be in critical status, also known as the "red zone," for the plan year beginning on January 1, 2012 and ending on December 31, 2012 (the "2012 Plan Year"). Subsequently, the Plan has remained in critical or critical and declining status in each year through 2021.

As the PPA requires, the Board of Trustees of the Plan ("Trustees") developed a rehabilitation plan setting forth the actions taken by the Trustees, as well as actions to be taken by the collective bargaining parties, to enable the Plan to emerge from critical status or forestall possible insolvency. The rehabilitation plan must be based on reasonably anticipated experience and reasonable actuarial assumptions regarding investment income and other experience of the plan over a period of future years.[1]

The first Rehabilitation Plan was adopted by the Trustees on November 7, 2012. In compliance with the PPA's requirements, the Trustees have reviewed the Rehabilitation Plan at least once each year since 2012 and have made several revisions. They now adopt an Amended and Restated Rehabilitation Plan that incorporates all of those interim revisions, reflects the most current projections of the Plan's actuary, and reflects certain legal requirements of the Multiemployer Pension Reform Act of 2014 ("MPRA"). Additional updates adopted through December 2, 2021 are also included in this document.

[1] All of these requirements are set forth in Section 305(e)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Section 432 (e)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

II. REHABILITATION PLANS GENERALLY

A rehabilitation plan consists of either (i) actions (including increases in employer contributions to, and/or reductions in benefits under, the plan) that, based on reasonably anticipated experience and reasonable actuarial assumptions, are formulated to enable the plan to emerge from critical status no later than the end of a 10-year "rehabilitation period"; or (ii) reasonable measures implemented by the plan's trustees that are expected to enable the plan to emerge from critical status after such 10-year period, or to forestall possible plan insolvency, if the trustees determine that, based on reasonable actuarial assumptions and upon exhaustion of all reasonable measures, the plan cannot reasonably be expected to emerge from critical status by the end of the 10-year rehabilitation period.

III. DEVELOPMENT OF THE REHABILITATION PLAN

The Trustees delegated the responsibility for developing the initial Rehabilitation Plan to a committee composed of equal numbers of trustees appointed by the Bakery, Confectionery, Tobacco Workers, and Grain Millers International Union ("BCTGM") and trustees appointed by participating Employers. After extensive deliberations and consultations with Segal and the Pension Fund's legal counsel, as well as an in-depth review of a variety of possible alternatives, the Committee developed the initial rehabilitation plan (the "2012 Rehabilitation Plan") as the best long-term option for improving the funded status of the Plan, and determined that it was in the best interest of the Plan and its participants and beneficiaries. The Board adopted it on November 7, 2012. The 2012 Rehabilitation Plan includes two schedules, known respectively as the "Preferred Schedule" and the "Default Schedule," along with reductions in adjustable benefits for deferred vested participants, reductions in future accruals for active participants, increases in the employer contribution rates that must be paid in order to provide a higher pension benefit level available under Section 1.21 or Section 4.26 of the Rules and Regulations of the Plan as they were in effect December 31, 2011, and measures designed to reduce administrative costs.

The Committee first considered, in light of information and projections developed by Segal based on reasonably anticipated experience and reasonable actuarial assumptions, what actions would be necessary to enable the Plan to cease to be in critical status by the end of the 10-year rehabilitation period.[2] Among other possible actions, the Committee specifically considered reductions in benefits

[2] The 10-year rehabilitation period began January 1, 2015, because calendar year 2015 was the first plan year that began two years after adoption of the Rehabilitation Plan. It was also the first plan year after expiration of CBAs (in effect when the actuarial certification for the first critical year was due) covering at least 75% of the plan's active participants.

(including "adjustable benefits," as defined in PPA), reductions in future benefit accruals, increases in contributions, and reductions in Plan expenditures. The Committee determined that there was no reasonable combination of increases in contributions, reductions in benefits, and reductions in Plan expenses that the Board could incorporate into the Rehabilitation Plan that would enable the Plan to emerge from critical status within the 10-year rehabilitation period.

The Committee considered alternatives for improving the Plan's financial situation, including a range of benefit reductions from the maximum permissible reductions to lesser reductions and a range of contribution increases. Segal's projections indicated that, even if all Participants' benefits were reduced to the maximum extent permissible under law and all future benefit accruals were eliminated, Employer contribution rates would have to increase by 15% or more per year, compounded annually, in order to produce funding improvements that could be projected to allow the Plan to emerge from critical status by the end of the 10-year rehabilitation period.

Based on the Committee's knowledge of the Participating Employers, and of competition in the baking, confectionery, and grain milling industries from non-union companies and other companies that are not obligated to contribute to defined-benefit pension plans, the Committee determined that the imposition of annual compounded contribution rate increases in the range of 15% or more would be unreasonable. The Committee believed, based on its knowledge and experience, that the Participating Employers have a limited capacity to absorb increases in contributions without incurring serious risk to their financial ability to continue operations. The Committee further concluded, based on its specific knowledge of the recent history of collective bargaining between Participating Employers and the local unions representing their employees, that the bargaining parties in many locations would be more likely to agree to withdraw from the Plan than to adopt a schedule that would impose the changes in benefit structures and contribution rates that would be necessary for the Plan to emerge from critical status by the end of the 10-year rehabilitation period. The Committee concluded, therefore, that adoption of a rehabilitation plan based on the increases in contribution rates that would be necessary to allow the Plan to emerge from critical status by the end of the 10-year rehabilitation period would likely cause further financial harm to the Plan through the withdrawal of substantial numbers of Participating Employers. The Committee therefore determined that it would be unreasonable to assume, based on reasonable actuarial assumptions and upon the exhaustion of all reasonable measures, that the Plan could be expected to emerge from critical status by the end of the 10-year rehabilitation period.

The Committee therefore developed an alternative permitted by ERISA and the Code. That alternative consisted of reasonable measures adopted by the Committee which, based on reasonable actuarial assumptions, could be expected to enable the Plan to emerge from critical status at a future date later than the end of the 10-year rehabilitation period. The Trustees approved that alternative.

Under the 2012 Rehabilitation Plan, the Plan was projected to emerge from critical status some time beyond a 30-year projection period, and also was not projected to become insolvent at any point during or, by extrapolation, after that projection period.

Subsequent to that date, additional Plan withdrawals and adverse experience resulted in the plan entering Critical and Declining Status. However, in June 2024, the Plan's application for Special Financial Assistance under the American Rescue Plan Act was approved, resulting in the Plan receiving assistance sufficient to project solvency through December 31, 2051. Under the terms of the Special Financial Assistance program, the Plan will remain in critical status through 2051.

This Amended and Restated Rehabilitation Plan is adopted as of December __, 2024, and incorporates all previous amendments to the Rehabilitation Plan to date.

IV. DEFINITIONS

Any capitalized terms in the Rehabilitation Plan that are not defined in this Section or elsewhere in the Rehabilitation Plan will have the same meaning that they are given in the Rules and Regulations.

A. Accrual Rate means the rate at which a Participant earns future benefits, assuming that benefit payments begin at the Participant's Normal Retirement Age.

B. Code means the Internal Revenue Code, as amended from time to time, and applicable Treasury regulations.

C. Collective Bargaining Agreement (or **CBA)** means a collective bargaining agreement between an Employer and a Local Union of the BCTGM, pursuant to which the Employer is obligated to make contributions to the Pension Fund for the purpose of providing pension benefits to employees whose work is covered by that agreement. To the extent that the contribution rate in the CBA is different from the contribution rate accepted by the Employer in the Fund's standard collective bargaining clause, the rate in the

standard collective bargaining clause will govern. Any extension of a CBA by 180 days or more will be considered a new CBA for purposes of the Rehabilitation Plan and the application of all rules under the PPA.

D. Controlled Group has the meaning that is defined in regulations implementing section 4001(b) of ERISA, 29 U.S.C. § 1301(b).

E. Employer means all entities defined as Employers in Section 1.07 of the Rules and Regulations, including all Contributing Unions, Contributing Credit Unions, and Contributing Welfare Funds defined in Sections 1.21 and 1.23 of the Rules and Regulations.

F. Employer Account or **Account** means one or more places of business of an Employer for which there is a single CBA.

G. Hour of Service has the same meaning as is given in Section 1.25 of the Rules and Regulations, but for the purposes described in Section 1.31(b) of the Rules and Regulations, Hour of Service also includes any hours described in Section 5.07 of the Rules and Regulations that are contiguous with Hours of Service in Covered Employment for the same Employer if the Participant moved from Covered Employment to a non-covered position for the purpose of evading benefit reductions in the Default Schedule.

H. Hybrid Effective Date means the date as of which a New Pool of withdrawal liability is established pursuant to VI.A.2 of the Rehabilitation Plan, following the satisfaction or removal of all conditions imposed by the Pension Benefit Guaranty Corporation ("PBGC") in its January 19, 2017 letter approving amendments to the Pension Fund's withdrawal liability method. As explained below, the Hybrid Program is no longer available.

I. Past Service Credit means Pension Credit that a Participant could receive pursuant to Section 5.02 or Section 5.09 of the Rules and Regulations.

J. Pension Effective Date has the same meaning as "Effective Date of a Participant's pension," as that term is defined in Section 8.01(a) of the Rules and Regulations.

K. Rules and Regulations means the Rules and Regulations of the Bakery and Confectionery Union and Industry International Pension Fund, as they are amended from time to time (except where a specific provision in the Rehabilitation Plan refers to the Rules and Regulations in effect on a particular date).

L. Surcharge means the automatic employer surcharges that are required by

the PPA, in Section 305(e)(7) of ERISA, 29 U.S.C. § 1085(e)(7).

M. Working Pensioner means a Participant who is working in covered employment and accruing benefits under the Plan after the Pension Effective Date.

V. OVERVIEW OF THE REHABILITATION PLAN

The Amended and Restated Rehabilitation Plan includes seven elements:

1. The "Preferred Schedule," which includes a combination of benefit reductions permitted by law and increases in Employer contribution rates. Additional contribution rate increases required under the Preferred Schedule are suspended as of December 31, 2020; increases prior to December 31, 2020 remain in effect. The Fund trustees determined that continuing these increases indefinitely is not sustainable. These increases have led local unions, participating employees and employers to shoulder pension costs at an increased share of the overall compensation "package" with no increase in benefit levels. The trustees realized the hardship this creates may ultimately lead to loss of participation in the plan. The Preferred Schedule previously included the Hybrid Program approved by the PBGC, pursuant to which a New Pool of withdrawal liability would be created for new Employers that begin to contribute to the Pension Fund upon satisfaction of the conditions stated by PBGC. Because no contributing employers adopted the Hybrid Program, and due to subsequent changes in contribution rates under the Preferred and Default Schedules, the Hybrid Program is no longer available.
2. The "Default Schedule," which – as required by law – consists of Employer contribution rate increases that are necessary to enable the Plan to emerge from critical status after future benefit accruals and other benefits have been reduced to the maximum extent permitted by law, as in effect on the date this Rehabilitation Plan is adopted. Additional contribution rate increases required under the Default Schedule are suspended as of December 31, 2020; increases prior to December 31, 2020 remain in effect.
3. Amendments that applied to all active Participants in the Plan, consisting of elimination of certain optional forms of benefits that were suspended effective May 1, 2012, and reductions in certain benefits and future benefit accruals effective January 1, 2013.
4. Reductions in adjustable benefits that apply to Participants with a Pension Effective Date on or after January 1, 2014, who (a) were not employed by any Employer that was participating in the Plan as of April 29, 2012, or (b)

who terminate Covered Employment on or after April 29, 2012, without having earned at least one Hour of Service under a CBA that includes terms consistent with either the Preferred Schedule or the Default Schedule.

5. Additional reductions that apply to groups that voluntarily cease participation in the Plan after adoption of the 2012 Rehabilitation Plan.
6. Measures to reduce administrative expenses.
7. Additional reductions in adjustable Plan C and Plan G benefits that apply on and after June 1, 2016, to Participants who had not satisfied all of the eligibility requirements for a Plan C or Plan G Pension as of April 30, 2012.

These seven elements are described in detail in the sections that follow.

VI. DETAILS OF THE REHABILITATION PLAN

A. The Preferred Schedule

1. Benefit Reductions.

The benefit reductions in the Preferred Schedule primarily consist of rolling back benefit increases that the Trustees adopted in a period from 1998 to 2001 when the Code, as then in effect, contained an unrealistically low standard for "overfunding" of multiemployer pension plans and required the Trustees to adopt a combination of benefit increases and contribution reductions to avoid tax penalties. Because the law has now been amended, and subsequent events made clear that the Plan was not overfunded in any realistic sense, the Trustees rolled back the 1998-2001 benefit increases as far as the Trustees reasonably could in the 2012 Rehabilitation Plan, consistent with law.

These benefit reductions were effective as of the dates stated below, for all Participants who earn at least one Hour of Service under a CBA that includes terms consistent with the Preferred Schedule and who have a Pension Effective Date on or after January 1, 2014.

In addition, the benefit reductions described in Paragraph C apply to all active Participants, including those who are covered by a CBA that includes terms consistent with the Preferred Schedule.

i. **Husband and Wife Pension Subsidies.** Under amendments to the Rules and Regulations of the Plan adopted in June 2000, the 50% Husband and Wife Pension was fully subsidized, and the 75% and 100% Husband and Wife Pensions and Husband and Wife Pop-up Pensions were partially subsidized. The 2012

Rehabilitation Plan eliminated those subsidies for all Participants with a Pension Effective Date on or after January 1, 2014. All Joint and Survivor Pensions beginning on or after that date are actuarially reduced, using the same actuarial factors that the Pension Fund used from July 1995 through December 1999 (and using the same actuarial assumptions to develop factors for the Joint and Survivor optional forms of pension that have been added to the Plan since that date), as shown in Appendix A.

ii. **Early Retirement Pension Eligibility.** Under amendments to the Rules and Regulations of the Plan adopted in December 1998, Participants were eligible for an Early Retirement Pension with 10 years of pension credit. The 2012 Rehabilitation Plan increased the minimum pension credit required for eligibility to 15 years, as it was before the December 1998 amendment, for all Participants with a Pension Effective Date on or after January 1, 2014.

iii. **Eligibility for Golden 80 and Golden 90 Pensions (including Plan CC).** Under the Rules and Regulations of the Plan as amended December 3, 1998, Participants who first began to participate in the Plan on or after December 3, 1998, were required to have a minimum of 10 years of Pension Credit to qualify for a Golden 80 or Golden 90 Pension (including Plan CC). The 2012 Rehabilitation Plan increased that minimum credit requirement to 15 years of service and applied it to all Participants with a Pension Effective Date on or after January 1, 2014.

iv. **Becoming Eligible for Golden 80 and Golden 90 Pensions.** The 2012 Rehabilitation Plan provided that Participants who had not yet reached the combination of age and service required to be eligible for Golden 80 or Golden 90 pensions (Plan G and Plan C pensions, respectively) as of April 30, 2012, could not age into the Plan C or Plan G benefit after leaving covered employment. The Trustees updated the Rehabilitation Plan effective June 1, 2016, to provide the following restrictions on Plan C and Plan G pensions, independent of the rules adopted in 2012:

(a) a Participant who has not satisfied all of the eligibility requirements of Section 4.17(a) or Section 4.23(a) of the Rules and Regulations as of June 1, 2016, must satisfy one

of the three following alternatives in order to receive a Plan C or Plan G pension:

(i) The Participant must satisfy all of the eligibility requirements of Section 4.17(a) or Section 4.23(a) while working in Covered Employment or during a period treated as Covered Employment under Section 5.05 of the Rules and Regulations;

(ii) If the Participant's last work in Covered Employment ceased as a result of a plant closing or permanent reduction in force, the Participant must satisfy all of the eligibility requirements of Section 4.17(a) or Section 4.23(a) on or before the 90th day after the date of the plant closing or permanent reduction in force; or

(iii) If the sum of the Participant's age and Pension Credits first reaches 90 or 80 (as applicable) at a time that is not described in (a)(i) or (ii), the Participant may qualify for the Plan C or Plan G pension by returning to Covered Employment and accumulating at least 504 Hours of Service in Covered Employment under an agreement which provides for a Plan C or Plan G pension in accordance with Section 4.26 of the Rules and Regulations, provided that, if the Participant had a One-Year Break in Service, as defined in Section 5.08(b) of the Rules and Regulations, following his most recent period of Covered Employment or period treated as Covered Employment under Section 5.05 of the Rules and Regulations, the Participant must return to Covered Employment and accumulate 2000 Hours of Service in Covered Employment under an agreement which provides for a Plan C or Plan G pension in accordance with Section 4.26.

(b) the subsidized portion of a Plan C or Plan G pension is not payable for any month beginning on or after June 1, 2016, to a Participant who satisfied the eligibility requirements of Section 4.17(a) or Section 4.23(a) of the Rules and Regulations before June 1, 2016, unless the Participant either

(i) has a Plan C or Plan G pension with a Pension Effective Date before April 30, 2012;

(ii) satisfied all of the requirements of Section 4.17(a) or Section 4.23(a) on or before April 30, 2012; or

(iii) satisfied one of the three alternatives described in (a)(i), (ii), or (iii) immediately above.

(c) A surviving Spouse may not receive a benefit amount based on the subsidized portion of a Plan C or Plan G pension for any month beginning on or after June 1, 2016, unless the Participant met at least one of the criteria described in (b)(i), (ii), or (iii) immediately above.

v. **Credit for Periods of Disability.** For Participants with Pension Effective Dates on or after January 1, 2014, the amount of credit awarded for periods of total disability pursuant to Section 5.05(a)(ii) of the Rules and Regulations will not exceed a cumulative lifetime maximum of 48 months or, if greater, the cumulative Hours of Service the Plan is required to credit for periods of disability pursuant to 29 C.F.R. § 2530.200b-2. This rule does not affect Pension Credit that a Participant applied for and the Pension Fund granted before January 1, 2014.

vi. **Benefit Rounding Rules.** For Participants with Pension Effective Dates on or after January 1, 2013, benefit amounts less than fifty cents are rounded down and amounts of fifty cents or greater are rounded up.

2. Contribution Rate Increases

Upon satisfaction or removal of the conditions established by the PBGC for approval of the Pension Fund's withdrawal liability rule changes that are needed to create a "New Pool" of withdrawal liability and allow current employers to select it, there will be two schedules of contribution rate increases under the Preferred Schedule. Although the PBGC approved creation of the New Pool in January 2017, the conditions required by the PBGC for creation of the New Pool were not satisfied. Thus, the New Pool was not created.

Since no New Pool has been created, the Preferred Schedule will require the Employer to pay the following for each Account with a separate CBA:

compounded contribution rate increases of 5% per year calculated on a base equal to the sum of (i) any Surcharge applicable as of the day before the effective date of the first CBA that contains terms consistent with the Preferred Schedule for the Account ("CBA Effective Date") plus (ii) the contribution rates required under the CBA that was in effect for that Account on the earlier of January 1, 2013, or the day before the parties agree upon terms consistent with the Preferred Schedule (including any contribution rate increases that were negotiated before January 1, 2013 with effective dates on or after January 1, 2013, but not including any contribution rate increases that are negotiated on or after January 1, 2013).

The contribution rate increases required by the preceding paragraph will not result in any increases in the pension benefit level for any Participant. The contribution rate increases described above were suspended effective December 31, 2020; increases prior to December 31, 2020 remain in effect.

After the Preferred Schedule has been adopted for any Account, if the CBA expires while the Plan is still in critical status and the bargaining parties have not reached agreement on terms that include the Preferred Schedule or the Default Schedule (as updated on or before the CBA expiration date), the Pension Fund will implement the Preferred Schedule (as updated, if applicable) beginning on the date that is 180 days after the CBA expiration date.

All Employers under the Preferred Schedule will be required to comply with the following uniform Employer contribution requirements: the Employer must make contributions to the Pension Fund, up to the weekly maximum stated in the CBA,[3] for every hour or portion of an hour, beginning on the first day of employment, that any person (a) performs the duties of a job classification that is covered by the CBA or (b) receives pay in lieu of such work, including all forms of pay for holidays, vacation, sick leave, pro rata vacation, and severance. There are no exceptions for hours worked by persons who are not union members, for probationary employees, or for temporary, seasonal, part-time, or leased employees. The only exceptions are self-employed

[3] The weekly maximum must be 35, 37.5, or 40 hours per week, corresponding to the regular workweek under CBA. The weekly maximum does not apply to amounts paid for pro rata vacation or severance pay.

persons, corporate officers, owners, or partners, as defined in Section 1.09 of the Rules and Regulations.

If an Employer adopts terms consistent with the Preferred Schedule but then completely withdraws from the Plan, for any reason, fewer than 5 years after the initial CBA Effective Date that applies to any of its Accounts, each of that Employer's Accounts for which fewer than 5 years elapsed between the initial CBA Effective Date and the withdrawal will be retroactively placed in the Default Schedule. With respect to those Accounts, the Employer will be obligated to pay all the additional contributions (plus interest) that would have been required had the employer initially adopted terms consistent with the Default Schedule for those Accounts. These amounts will be treated as delinquent contributions under the Pension Fund's delinquency collection policy and under section 515 of ERISA, and will be due to the Pension Fund in addition to any withdrawal liability that the Employer owes to the Pension Fund. Effective June 20, 2019, benefits for participants who worked in such an Employer Account after adoption of terms consistent with the Preferred Schedule will be reduced, as far as the law allows, to the Default Schedule benefits, effective as of the date of the Employer's withdrawal, unless the withdrawal was not the result of the bargaining unit's act or acquiescence, in which case the reductions will be effective as of the 90th day following notice to the bargaining unit that the Account has ceased or will cease participation in the Pension Fund. Such benefit reductions will be subject to the provisions of Paragraph F.

B. The Default Schedule

The Default Schedule will take effect with respect to a particular Account on the earliest of

(a) the effective date of a CBA that includes terms consistent with the Default Schedule by agreement of the bargaining parties,
(b) the date on which the Employer unilaterally implements terms consistent with the Default Schedule,
(c) the date on or after June 13, 2013, on which the Employer's Account is terminated for delinquency pursuant to the Fund's delinquency procedure, and the Employer continues the affected operations without contributing to the Fund; or
(d) the date on which the Pension Fund imposes the Default Schedule on the bargaining parties pursuant to § 305(e)(3)(C)(i)

of ERISA.

This date is called the "Default Schedule Effective Date."

1. Benefit Reductions

The benefit reductions in the Default Schedule will apply to all Participants who have a Pension Effective Date after the Default Schedule Effective Date, if they have at least one Hour of Service under a CBA during or after the month in which the Default Schedule Effective Date occurs for that CBA, subject to the following exceptions effective June 20, 2019:

(a) If the Default Schedule took effect with respect to the Account as the result of either the Employer's unilateral implementation or the Pension Fund's imposition pursuant to Section 305(e)(3)(C)(i) of ERISA, the benefit reductions in the Default Schedule will apply only to Participants working in the Account after the 90th day following notice to the bargaining unit of the implementation or imposition of the Default Schedule.

(b) If a Participant has met all the eligibility requirements for an immediate pension as of the date described in Paragraph B(a) through (d) and Retires with a Pension Effective Date on or before the 90th day following notice to the bargaining unit of the implementation or imposition of the Default Schedule, the benefits the Participant has accrued as of that 90th day will not be affected by the Default Schedule, but any benefits that the Participant accrues after that 90th day will be affected to the same extent as the benefits of active Participants in the same Account.

The Default Schedule will include all of the following benefit reductions (in addition to those described in Paragraph C that apply to all active Participants, except to the extent that the Default Schedule reduces benefits further than Paragraph C does).

- **Future Benefit Accrual Rate.** The Accrual Rate for all Participants to whom the Default Schedule applies will be the lesser of (i) the existing benefit Accrual Rate under the CBA in effect for that Account on January 1, 2012, or (ii) the Accrual Rate that is equivalent to 1% of the required Employer contributions for that

Account (assuming contributions for 2000 hours per Participant per year). No Surcharges or contribution rate increases described in Paragraph VI.B.2 will be counted in the 1% accrual calculation.

- **Golden 80 and Golden 90 Benefits, including Plan CC.** No Participant to whom the Default Schedule applies will be eligible to retire on or after the Default Schedule Effective Date with Golden 80, Golden 90, or Plan CC benefits. The elimination of Golden 80, Golden 90, and Plan CC benefits will not have the effect of reducing the Employer contribution rates that are in effect on the Default Schedule Effective Date.
- **Early Retirement Pensions.** The 2012 Rehabilitation Plan eliminated subsidies for Early Retirement Pensions for Participants to whom the Default Schedule applies and who have Pension Effective Dates on or after the Default Schedule Effective Date; *i.e.*, the amount of the Early Retirement Pension for any such Participant is calculated with a full actuarial reduction from the amount that would be payable at age 65. The actuarial factors used for this reduction are in Appendix B. In addition, the minimum eligibility requirement for an Early Retirement Pension was increased from 10 years to 15 years of pension credit for any Participant to whom the Default Schedule applies and who has a Pension Effective Date on or after the Default Schedule Effective Date.
- **10-Year Certain Benefit.** The 2012 Rehabilitation Plan eliminated the subsidy for the optional form of benefit under which Participants receive a lifetime annuity with 10 years guaranteed. For each Participant to whom the Default Schedule applies and who has a Pension Effective Date on or after the Default Schedule Effective Date, the actuarial factors represent a true actuarial reduction, using the factors in Appendix C.
- **36-Month Guarantee.** The 2012 Rehabilitation Plan eliminated the 36-month guarantee for Participants to whom the Default Schedule applies and who have a Pension Effective Date on or after the Default Schedule Effective Date, and for Beneficiaries of Participants to whom the Default Schedule applies who die on or after the Default Schedule Effective Date.
- **Benefit increases that took effect after January 1, 2007.** All Pension Benefit Level increases that either were negotiated after January 1, 2007, or that took effect after January 1, 2007, were cancelled for all Participants to whom the Default Schedule applies.
- **Husband and Wife Pension Subsidies.** Under the Rules and

Regulations of the Plan as amended in June 2000, the 50% Husband and Wife Pension was fully subsidized, and the 75% and 100% Husband and Wife Pensions and Pop-Up Pensions were partially subsidized. The 2012 Rehabilitation Plan eliminated all such subsidies for Participants to whom the Default Schedule applies and who have a Pension Effective Date on or after the Default Schedule Effective Date. Joint and Survivor Pensions payable to such Participants are actuarially reduced using the actuarial reduction factors in Appendix D.

- **Disability Pensions.** The 2012 Rehabilitation Plan eliminated Disability Pensions for any Participants to whom the Default Schedule applies unless the Pension Effective Date of the Participant's Disability Pension is earlier than the Default Schedule Effective Date.
- **Credit for Periods of Disability.** The 2012 Rehabilitation Plan limited the amount of credit awarded for periods of total disability pursuant to Section 5.05(a)(ii) of the Rules and Regulations. For Participants to whom the Default Schedule applies, the amount of such credit will not exceed a cumulative lifetime maximum of 48 months or, if greater, the cumulative hours of service the Plan is required to credit for periods of disability pursuant to 29 C.F.R. § 2530.200b-2. This limit on disability credit will not apply if the Participant's Pension Effective Date is earlier than the Default Schedule Effective Date, unless it applies pursuant to another provision of the Rehabilitation Plan. This rule does not affect Pension Credit that a Participant applied for and the Pension Fund granted before January 1, 2014.
- **Benefit Rounding Rules.** For Participants with Pension Effective Dates on or after the Default Schedule Effective Date, benefit amounts less than fifty cents are rounded down and amounts of fifty cents or greater are rounded up.

2. Contribution Rate Increases

All Employers participating in the Pension Fund for an account that is subject to the Default Schedule will be required to pay:

> compounded 10% contribution rate increases per year, calculated on a base equal to the sum of (i) any Surcharge applicable on the day before the Default Schedule Effective Date plus (ii) the contribution rates required

under the CBA that was in effect on the earlier of January 1, 2013, or the day before the Default Schedule Effective Date (including any contribution rate increases that were negotiated before January 1, 2013 with effective dates on or after January 1, 2013).

The contribution rate increases required by the preceding paragraph will not result in any increases in the Pension Benefit Level for any Participant. These increases are suspended as of December 31, 2020; increases prior to December 31, 2020 remain in effect.

These contribution rate increases will begin as of the Default Schedule Effective Date, and will be effective on each anniversary of the Default Schedule Effective Date thereafter until suspended as noted above.

After the Default Schedule has taken effect for any Account, if the CBA expires while the Plan is still in critical status and the bargaining parties have not reached agreement on terms that include either the Default Schedule or the Preferred Schedule (as updated on or before the CBA expiration date), the Pension Fund will implement the Default Schedule (as updated, if applicable) beginning on the date that is 180 days after the CBA expiration date.

All Employers under the Default Schedule will be required to comply with the following uniform Employer contribution requirements: the Employer must make contributions to the Pension Fund, up to the weekly maximum stated in the CBA,[4] for every hour or portion of an hour, beginning on the first day of employment, that any person (a) performs the duties of a job classification that is covered by the CBA or (b) receives pay in lieu of such work, including all forms of pay for holidays, vacation, sick leave, pro rata vacation, and severance. There are no exceptions for hours worked by persons who are not union members, for probationary employees, or for temporary, seasonal, part-time, or leased employees. The only exceptions are self-employed persons, corporate officers, owners, or partners, as defined in Section 1.09 of the Rules and Regulations.

C. Amendments that Apply to all Participants in the Plan

[4] The weekly maximum must be 35, 37.5, or 40 hours per week, corresponding to the regular workweek under CBA. The weekly maximum does not apply to amounts paid for pro rata vacation or severance pay.

The benefit reductions that are described in this paragraph will apply to all Participants in the Plan, as of the effective date stated in each subparagraph, except to the extent that the Default Schedule or the benefit reductions described in Paragraph D require greater benefit reductions with respect to an individual Participant.

1. **Elimination of Certain Forms of Benefit.** The 2012 Rehabilitation Plan eliminated the Social Security Option and any lump-sum payments of $5,000 or more under the 36-Month Guarantee or the 10-Year Certain Option, effective for all Participants with Pension Effective Dates on or after May 1, 2012.
2. **Disability Pension Eligibility.** Under an amendment to the Rules and Regulations of the Plan adopted in December 1998, Participants were eligible for a Disability Pension with 10 years of pension credit. The 2012 Rehabilitation Plan increased the amount of pension credit required for eligibility to 15 years, as it was before the December 1998 amendment, effective for all Participants with a Pension Effective Date on or after January 1, 2014.
3. **Disability Pension Amount.** Another amendment adopted in December 1998 made the amount of the Disability Pension equal to the Normal Retirement Pension. For Participants with a Pension Effective Date on or after January 1, 2014, the 2012 Rehabilitation Plan reduced the amount of the Disability Pension from the Normal Pension amount by ¼ of 1% for each month by which the Participant is younger than age 65 on the Pension Effective Date. In no case is the reduction greater than 50% and in no case is the resulting amount for Participants age 55 and over less than 110% of the Early Retirement Pension amount.
4. **Pension Credit for Periods of Disability.** Effective for Participants with a Pension Effective Date on or after January 1, 2014, the 2012 Rehabilitation Plan provided that no credit will be given for periods of total disability pursuant to Section 5.05(a)(ii) of the Rules and Regulations if it would cause the cumulative lifetime total of such credit for the Participant to exceed 48 months or, if greater, the cumulative hours of service the Plan is required to credit for periods of disability pursuant to 29 C.F.R. § 2530.200b-2.
5. **Increase in Hours of Service Required to Earn Pension Credits.** Under the Rules and Regulations in effect before the 2012 Rehabilitation Plan, a Participant earned Pension Credit on

the following schedule:

Hours of Service in Covered Employment	Months of Pension Credit
Less than 375	0
375 but less than 520	3
520 but less than 693	4
693 but less than 750	5
750 but less than 875	6
875 but less than 1000	7
1000 but less than 1125	8
1125 but less than 1250	9
1250 but less than 1375	10
1375 but less than 1500	11
1500 or more	12

Effective for Hours of Service on and after January 1, 2013, the 2012 Rehabilitation Plan restored the rules that governed the amount of Pension Credit before January 1, 1999. The table adopted by the 2012 Rehabilitation Plan is as follows:

Hours of Service in Covered Employment	Months of Pension Credit
Less than 375	0
375 but less than 520	3
520 but less than 693	4
693 but less than 750	5
750 but less than 1040	6
1040 but less than 1213	7
1213 but less than 1386	8
1386 but less than 1560	9
1560 but less than 1733	10
1733 but less than 1906	11
1906 or more	12

6. Change in Rules for Pension Benefit Levels

In order to better assure that Employer contribution rates are

adequate to fund future Pension Benefit Levels, the 2012 Rehabilitation Plan, as modified effective June 13, 2013, increased the Employer contribution rates that are required in the following circumstances: (i) for existing Employers that agree on or after January 1, 2013, to make additional contributions for the purpose of providing their employees a higher Pension Benefit Level; and (ii) for Employers that first become Contributing Employers after the Hybrid Effective Date. For those purposes, the following hourly rates ("New Rates") are the basis for contribution requirements for each $25 of a new benefit and for each additional $25 of Pension Benefit Level that is negotiated for an existing Account:

Benefit Plan	**Rate per $25 of PBL[5]**
Plan A	.2138
Plan C	.0098
Plan CC	.0033
Plan G	.0198
Plan D-1	.0060
Plan D-2	.0118
Plan D-3	.0175
Plan D-4	.0235

Effective June 13, 2013, the contribution rates in effect prior to adoption of the Rehabilitation Plan (the "Prior Rates") will continue to apply in the following circumstances, provided that the bargaining parties for the affected Account have adopted the Preferred Schedule under the Rehabilitation Plan and the employer pays any required annual increases in contributions required under the Preferred Schedule:

- When an existing contributing employer enters the Fund in a new Account, the new Account may commence participation in the Fund in the initial collective bargaining agreement at the Prior Rates up to the highest benefit level at which that Employer's controlled group participates in any other Account at the Prior Rates. Any additional benefit level, and any subsequent increases in

[5] These rates are based on a 40-hour workweek. Corresponding rates are published for 35-hour and 37.5-hour workweeks.

benefit level after the first collective bargaining agreement for that Account, will be at the New Rates.

- When a new contributing employer enters the Fund in a new Account, the new Account may commence participation in the Fund in the initial collective bargaining agreement at the Prior Rates up to the maximum benefit level authorized by the Rules and Regulations. Any subsequent increases in benefit level after the first collective bargaining agreement for that Account will be at the New Rates.
- Where a contributing facility is purchased by another entity, the purchaser may commence participation in the Fund at the Prior Rates up to the highest benefit level provided at the Prior Rates in the collective bargaining agreement previously in effect for that facility immediately prior to the purchase. Any additional benefit level, and any subsequent increases in benefit level after the purchaser's first collective bargaining agreement for that facility, will be at the New Rates.

The New Rates will continue to apply when an existing employer and a local union negotiate a benefit level increase in an existing Account on or after January 1, 2013.

7. Change in Rules for Past Service Credit

The 2012 Rehabilitation Plan included measures to protect the Plan from the creation of unfunded liabilities when an Employer agrees to begin contributing to the Plan for a new Account or agrees to an increased Pension Benefit Level, but its obligation to contribute does not continue for a sufficient period of time to provide the necessary funding for benefits based on Past Service Credit (in the case of a new Account) or for the increase in benefits that Participants in that Account previously accrued at a lower Pension Benefit Level (in the case of an existing Employer). Effective for all Accounts that first begin to participate in the Plan on or after January 1, 2013, and for all Pension Benefit Level increases negotiated on or after January 1, 2013, the Plan will grant Past Service Credit, and higher pension benefits based on prior service, only on a provisional basis. If a new Employer does not have an obligation to make contributions to the Plan for at least 5 full

years, all Past Service Credit granted to employees in that Account will be cancelled. If an existing Employer that agrees to a higher Pension Benefit Level (as permitted by paragraph 6) does not continue to have an obligation to make contributions to the Plan at the corresponding contribution rate for at least 5 full years, the higher Pension Benefit Level will be payable only to Pensioners who have Pension Effective Dates before the Employer's contribution obligation ceased.

8. **Pension Benefit Levels after Curing a Break in Service.** Any Participant who has incurred a one-year break in service described in Section 5.08(b)(i) of the Rules and Regulations and who returns to Covered Employment on or after January 1, 2013, may repair the break in service as provided in Section 5.08(b)(iii) but the amount of benefits payable upon the Participant's subsequent retirement will be the sum of pre-break benefits based upon Credited Service and Benefit Levels before the break in accordance with Section 4.02 of the Rules and Regulations as in effect on January 1, 2012, plus post-return benefits based upon Credited Service and Benefit Levels after the Participant's return, as implemented by Section 4.02(*i*)(ii) of the Rules and Regulations.

D. Reductions that Apply to Participants Who Have Terminated or Who Terminate Covered Employment Before Becoming Covered by the Preferred Schedule or the Default Schedule

1. Under the 2012 Rehabilitation Plan, the reductions in this paragraph apply to Participants:
   (a) for whom no contributions were required as of April 29, 2012, or
   (b) who terminate covered employment after April 29, 2012, before earning at least one Hour of Service under a CBA that includes terms consistent with either the Preferred Schedule or the Default Schedule or that otherwise becomes subject to the Default Schedule.
2. Under the 2012 Rehabilitation Plan, such Participants receive benefits under the Preferred Schedule, including specifically the following changes to Eligibility Requirements for Plan C and Plan G Pensions: Participants who as of April 30, 2012, had not yet reached the combination of age and service required to be eligible for a Plan C or Plan G pension, will not be permitted to age into

the Plan C or Plan G benefit after leaving covered employment. Effective June 1, 2016, the Rehabilitation Plan was revised with respect to these Participants (in the same manner as for those covered by the Preferred Schedule) to include the rules described in Paragraph VI.A.1.iv.

E. Additional Reductions that Apply to Groups that Cease Participation in the Pension Fund After the Adoption of the Rehabilitation Plan.

1. **Additional Reductions that Apply to any Group that Bargains Out of the Pension Fund.** After November 17, 2012, if any Account enters into a CBA under which the Employer will cease participation in the Pension Fund and the Employer continues the affected operations without participating in the Plan, all Participants who had at least one Hour of Service under that Account in the month that includes the ratification date will become subject to all of the benefit reductions that apply under the Default Schedule, subject to the rules in Paragraph F. In all cases described in this paragraph, if the Employer had previously elected the Preferred Schedule, the Employer will become retroactively subject to the Default Schedule of contributions for the affected Account as of the date that the Preferred Schedule election took effect. Retroactive Default Schedule contributions, plus interest, will be immediately due from the Employer.
2. **Additional Reductions that Apply to any Group that Ceases Participation in the Pension Fund as the Result of Decertification of their Collective Bargaining Representative.** After November 17, 2012, if any group of employees decertifies their collective bargaining representative, and that Account's participation in the Pension Fund ceases as a result of the decertification, all Participants who had at least one Hour of Service under that CBA in the month that includes the date of decertification will become subject to all of the benefit reductions that apply under the Default Plan. If the Employer had previously elected the Preferred Schedule, the Account will become retroactively subject to the Default Schedule of contributions for the affected Account as of the date that the Preferred Schedule election took effect. Retroactive Default Schedule contributions, plus interest, will be immediately due from the Employer.

3. **Additional Reductions that Apply to Groups that Cease Participation in the Pension Fund as the Result of Employer Action.** Effective June 20, 2019, if an Employer unilaterally imposes on a bargaining unit any proposal under which the Employer will withdraw from the Pension Fund, or if the Employer's participation is terminated for failure to pay the Fund the contributions required under the CBA, but in either of these cases the Employer continues the operations of the Account, all Participants who had at least one Hour of Service under that Account after the 90th day following notice to the bargaining unit of the unilateral implementation or the termination will become subject to all of the benefit reductions that apply under the Default Schedule. If the Employer had previously retroactively elected the Preferred Schedule, the Account will become retroactively subject to the Default Schedule of contributions for the affected Account as of the date the Preferred Schedule election took effect. Retroactive Default Schedule contributions, plus interest, will be immediately due from the Employer.
4. **Reductions that Apply as the Result of Bankruptcy Court Actions.** Effective June 20, 2019, if an Account ceases participation in the Pension Fund as the result of a ruling by a court under Chapter 11 of the Bankruptcy Code (including Section 1113 of the Bankruptcy Code in a proceeding initiated after November 17, 2012), the Default Schedule benefits reductions will apply to Participants working in that Account as follows, subject to the rules in Paragraph F:
   - **i.** If the Local Union opposed the court's ruling, the Default Schedule benefit reductions will apply to Participants who work in the Account or in the same facility after the 90th day following notice to the bargaining unit that the Account has ceased or will cease participation in the Pension Fund.
   - **ii.** If the Local Union did not oppose the court's ruling, the Default Schedule benefit reductions will apply to Participants who have at least one Hour of Service based on work in the Account at any time in the month the Account ceases participation in the Pension Fund.

   Retroactive Default Schedule contributions, plus interest, will be immediately due from the Employer.

5. **Reductions that Apply as the Result of Withdrawals Within 5 Years After Electing Preferred Schedule.** In addition, there is a special rule on page 12 for Employers that withdraw from the Pension Fund for any reason within 5 years after initially electing the Preferred Schedule.

F. General Rules Regarding Benefit Reductions

1. **Effective Dates**. Where the Rehabilitation Plan provides that a benefit reduction will take effect as of some date or action that occurs after the adoption of the Rehabilitation Plan, the reduction will take effect on the earliest date permitted by law after the Pension Fund has sent Participants the notice required by Section 204(h) of ERISA, 29 U.S.C. § 1054(h).
2. **Alternate Payees.** If the benefits payable to a Participant are reduced pursuant to the Rehabilitation Plan, the benefits payable to any Alternate Payee who is then receiving or later begins to receive a portion of that Participant's benefits pursuant to a Qualified Domestic Relations Order entered by a court after January 1, 2014, will be reduced in the same proportion as the Participant's benefits.
3. **Pensioners.** As a general rule, effective June 20, 2019, benefit reductions resulting from application of the Default Schedule will not affect Participants who have a Pension Effective Date on or before the 90th day following notice to the bargaining unit that the Account in which they last worked or are working is or will become subject to the Default Schedule. In the case of a Working Pensioner, benefits will be affected to the extent that they accrue and become payable as additional benefits as a result of working in the Account after that 90th day.
4. **Participants Eligible for Immediate Pensions.** Effective June 20, 2019, if a Participant is eligible for an immediate pension as of the date of an event that will cause the Account in which the Participant is working to become subject to the Default Schedule, the Participant can avoid application of the Default Schedule to previously accrued benefits by Retiring with a Pension Effective Date no later than the 90th day following

notice to the bargaining unit that the Account has become, or will become, subject to the Default Schedule. If the Participant works in the Account after that 90th day, benefits accruing after that date will be subject to the Default Schedule to the same extent as benefit accruals for Active Participants working in the Account.

G. Measures for the Reduction of Administrative Costs

Effective March 1, 2013, all pensioners and beneficiaries are required to accept payment of their benefits in the form of direct deposit to a bank account, unless the participant has opted out due to infeasibility or impracticality of direct deposit. The Pension Fund does not mail ACH advices in connection with those deposits.

H. Effective Dates for Employees Who Are Not Covered by CBAs

A written agreement described in Section 1.21(a) of the Rules and Regulations will be treated for all purposes under the Rehabilitation Plan as a CBA, except as follows:

1. If an Employer participates in the Pension Fund with respect to employees that are covered by a CBA and also with respect to employees that are not covered by a CBA but are covered by a written agreement described in Section 1.21(a) of the Rules and Regulations, all benefits and contributions for the employees who are not covered by the CBA, including Surcharges, are determined as if those employees were covered under the first to expire of the Employer's CBAs that were in effect on January 1, 2012.
2. If an Employer participates in the Pension Fund solely pursuant to a written agreement described in Section 1.21(a) of the Rules and Regulations for employees who are not covered by a CBA, benefits and contributions for the employees, including Surcharges, are determined as if the written agreement were a CBA expiring on January 1, 2013.

I. Application of Rules to Participants Who Work Under Both the Default Schedule and the Preferred Schedule.

1. If the Default Schedule becomes effective for an Account for any reason, and the bargaining parties subsequently agree to include

terms consistent with the Preferred Schedule in their CBA:

a. If the new terms are agreed to within 180 days after the Default Schedule Effective Date, the Preferred Schedule contribution rates and benefits will be applied to the Account retroactively as of the Default Schedule Effective Date, to the extent permitted by PPA, and the date that was previously the Default Schedule Effective Date will become the CBA Effective Date for all purposes under the Preferred Schedule.
b. If the new terms are agreed to more than 180 days after the Default Schedule Effective Date, benefits, contribution rates, and Surcharges will be changed to those that would be in effect under the Preferred Schedule, to the extent permitted by the PPA, but only prospectively.

2. Except as provided in paragraphs 1, 3, and 4, if a Participant who worked under an Account after it has become covered by terms consistent with the Preferred Schedule subsequently has at least one Hour of Service in an Account that is subject to the Default Schedule, the Participant's benefits thereafter will be determined as follows: eligibility for any form of benefits (including Golden 80 and Golden 90 Pensions and Disability Pensions) will be determined in accordance with the Default Schedule; but the amount of any benefits accrued after January 1, 2013 (including optional forms) will be determined based upon a proration of hours of service credited under the Preferred Schedule and under the Default Schedule.

3. Except as provided in paragraphs 1 and 4, if a Participant who has become subject to the Default Schedule subsequently has Hours of Service credited in an Account that is subject to the Preferred Schedule, the Participant's benefits thereafter will be determined as follows:

a. Eligibility for Golden 80 and Golden 90 Pensions will be determined without considering any Hours of Service under the Default Schedule;
b. The amount of any benefits (including optional forms) will be determined based upon a proration of Hours of Service credited under the Preferred Schedule and under the Default Schedule, however, if the Participant is credited with at least 2000 Hours of Service under the Preferred Schedule after the termination of his employment under the Default Schedule, the amount of benefits will be determined entirely under the Preferred

Schedule.

4. Notwithstanding paragraphs 2 and 3, if a Participant works simultaneously under multiple Accounts at least one of which is in the Preferred Schedule and at least one of which is in the Default Schedule, the Schedule under which he worked the majority of the last 4000 Hours of Service preceding his Pension Effective Date will govern his benefits.

J. Restrictions on CBAs that are acceptable to the Pension Fund

Effective January 30, 2019, the Pension Fund will not accept any CBA under which the Employer has a unilateral option to withdraw from the Pension Fund. The effect of ratification of any such CBA will be the immediate termination of the Employer's participation in the Pension Fund.

VII. REHABILITATION PLAN DESIGN AND ANNUAL STANDARDS

In consultation with the Plan's actuary, the Trustees will update the Rehabilitation Plan annually and amend it, as appropriate. This process will include a review of the contribution rates contained in its schedules to reflect the actual experience of the Plan, because such experience may vary from the assumptions. The annual review will include a thorough review of the Plan's funding status, including projections by the actuary of whether and when the Plan is expected to emerge from critical status or become insolvent. As part of that annual review, the Trustees will consider whether further benefit modifications or contribution rate increases are necessary to meet the stated objectives of the Rehabilitation Plan.

The PPA requires that a plan set forth annual standards for meeting the requirements of its rehabilitation plan. The initial annual standard under this plan, effective November 7, 2012 was a demonstration, based on an actuarial projection each year using reasonable assumptions, that the Rehabilitation Plan (as amended from time to time and as then currently in effect) would enable the Fund to emerge from critical status some time after the end of the thirty-year projection period. Due to delayed approval of the New Pool by the PBGC, effective November 30, 2017, this Rehabilitation Plan is designed to forestall insolvency. Therefore, the annual standard for meeting the requirements of the Rehabilitation Plan was established tobe a demonstration, based on an updated actuarial projection each year using reasonable assumptions, that the Rehabilitation Plan (as amended from time

to time and then currently in effect) would enable the Fund to defer insolvency until no earlier than December 31, 2025. The Trustees established this annual standard based on projections from Segal with an additional margin for possible adverse actuarial experience since the Trustees recognize the possibility that actual experience could be less favorable than the reasonable actuarial assumptions used by Segal in the projections.

The Trustees applied for Special Financial Assistance under the American Rescue Plan Act and their application for Special Financial Assistance was approved in June 2024. This assistance is intended to enable the Fund to avoid insolvency through 2051. As a result, going forward the annual standard will be a demonstration, based on an updated actuarial projection each year using reasonable assumptions, that the Rehabilitation Plan (as amended from time to time and then currently in effect) would enable the Fund to defer insolvency until no earlier than December 31, 2051.

The Rehabilitation Plan also may be amended for any benefit changes that may be required for the Plan to continue to satisfy all necessary legal requirements, to maintain its tax-qualified status under the Code, and to comply with other applicable law.

CBAs that are entered into, renewed or extended after the date of any changes to the Rehabilitation Plan will be subject to the Rehabilitation Plan in effect at the time of such entry, renewal or extension. The schedules of contribution rates provided by the Trustees, and agreed to by the bargaining parties in negotiating a CBA, will remain in effect for the duration of that CBA, unless suspended under the Rehabilitation Plan.

VIII. INTERPRETATION AND MODIFICATION OF THIS REHABILITATION PLAN

This Rehabilitation Plan is intended to present only a summary of the law, the Plan and the changes to the Plan. It is not intended to serve as an exhaustive, complete description of the law, the Plan or the modifications discussed herein.[6]

The Trustees reserve the right, in their discretion, to interpret and/or apply the terms and provisions of this Rehabilitation Plan in a manner that is consistent with the PPA and other applicable law. Any and all

[6] The terms of the Rules and Regulations of the Pension Fund will govern in the event of any contradiction between this Rehabilitation Plan and the Rules and Regulations as amended to incorporate the changes described herein.

interpretations and/or applications of the Plan (and other Plan documents) or the Rehabilitation Plan by the Trustees, in their discretion, shall be final and binding on all parties affected thereby. Subject to the PPA and other applicable law, and notwithstanding anything herein to the contrary, the Trustees further reserve the right to make any modifications to this Rehabilitation Plan that they determine are necessary and/or appropriate.