

ARTICLE X

PRE-RETIREMENT DEATH BENEFIT

In the case of any Employee who dies after December 31, 1982, and who meets the conditions below, such Employee's qualified surviving spouse, or if there is no qualified surviving spouse, such Employee's estate, shall receive a Pre-Retirement Death Benefit.

10.01 **Eligibility.** In order for the "Pre-Retirement Death Benefit" to be payable:

- (a) **Active Service.** The Employee must have worked in Covered Employment and have been a Participant in the Plan for at least an aggregate period of 300 hours during the Plan Year of death and the preceding Plan Year combined. Notwithstanding the foregoing, in the event that an Employee fails to earn the required minimum number of hours solely as a result of a labor dispute resulting in economic action involving his current Employer, the Board of Trustees may, in the exercise of its sole discretion, waive the active service requirement if the Employee worked at least an aggregate of 300 hours in covered employment during the Plan Year in which the labor dispute commenced and the preceding Plan Year combined.
- (b) **Credited Service.** The Employee must have one (1) year of Future Service Credit at the time of death.
- (c) **Other Benefits.** There must not be any other benefit payable or any other benefit payment of any type received from this Plan by the Employee or the beneficiary.

For purposes of this subparagraph only, the term "benefit payable" shall mean a benefit:

- (1) which the Employee had become eligible to receive;
- (2) for which the Employee had completed and signed an application; and
- (3) which had been approved for payment by the Trustees or any applicable subcommittee, all prior to the Employee's death.

10.02 **Breaks In Service.** No benefit is payable for Service Credit that precedes a Permanent Break in Service as described in Section 6.04 of this Plan.

10.03 **Amount.** Effective with respect to a Participant whose date of death occurs on or after January 1, 1994, the amount of the pre-retirement death benefit payable shall be five hundred dollars (\$500.00) for each full year of accumulated Past or Future Service Credit, up to a maximum benefit of twenty thousand dollars (\$20,000.00). If the total accumulated Credited Service is not a whole number of years of credit, then the amount payable shall be prorated to recognize the fractional year of credit.

10.04 **Recipient.** If the Employee and his Spouse have been married at least twelve (12) full months prior to the date of the Employee's death, the benefit payable hereunder, shall be payable to the spouse. In any other circumstance, the benefit shall be payable to the Employee's estate.

10.05 **Qualified Pre-retirement Survivor Annuity.**

- (a) Notwithstanding the provisions of Sections 10.01 through 10.04 above and of Section 8.01(c) of this Plan, and subject to the exception provided in Section 5.05(b) of this Plan, the surviving spouse of an Employee who (i) dies on or after August 23, 1984, and before such Employee's Pension Benefit Starting Date and (ii) was Vested as of the date of his death, shall receive a Qualified Preretirement Survivor Annuity, but only if such Employee and his or her surviving spouse were married to each other at all times during the twelve (12) month period ending on the date of the Employee's death.
- (b) The Trustees, in their sole discretion, may require immediate distribution of the present value of the survivor annuity payable under subsection (a); provided, however, that no amounts shall be distributed to a surviving spouse without such surviving spouse's written consent if the present value of such benefit exceeds \$5,000 (\$3,500.00 prior to January 1, 1998). The present value of such benefit shall be calculated in the manner set forth in Section 7.08.

Notwithstanding the foregoing, any distribution to a surviving spouse shall be subject to the limitations contained in Section 7.08. In addition, no lump sum distribution of a survivor annuity shall be made after the Pension Benefit Starting Date unless the surviving spouse consents in writing to such distribution. The provisions of this paragraph shall be effective as of January 1, 1990 for Employees described in Section 2.08(a) and as of January 1, 1985 for Employees described in Section 2.08(b).

- (c) The benefit provided under this Section 10.05 shall be in lieu of the death benefit provided under Sections 10.01 through 10.04 above. However, the surviving spouse may elect in writing, in such manner and form as the Board of Trustees from time to time shall specify, to receive, in lieu of the Qualified Preretirement Survivor Annuity, a lump sum distribution equal to the greater of (i) the Actuarial Equivalent (within the meaning of Section 2.01(c)) of the Qualified Preretirement Survivor Annuity, and (ii) the lump sum death benefit specified in Section 10.03.