**SUMMARY** 

## **OF THE**

# **ATU/TRIMET PENSION PLAN**

## FOR

### **BARGAINING UNIT EMPLOYEES**





**Publication Date: April 2009** 

This Summary explains in general terms the important points you need to know about your Pension Plan.

The Plan document contains the detailed provisions, which determine your rights and benefits under the Plan.

Most provisions of the Plan document are set forth in your copy of the current Working & Wage Agreement between Division No. 757 of the Amalgamated Transit Union of Portland, Oregon ("ATU 757") and Tri-County Metropolitan Transportation District of Oregon ("TriMet"). They are in the following portions of your copy of the Working & Wage Agreement ("WWA") for the period December 1, 1998 through November 30, 2003:

#### Text In Working & Wage Agreement (WWA)

	WWA Page
Article I, Sections 10, 11, 12, 13 and 14, Retirement Pay, Permanent Disability, Continuous Service Definition, Seniority Provisions, Layoff	21-24
Mini-run Operators	46-49
<b>Pension Plan and Permanent Disability Agreement</b> , dated December 1, 2003 and effective until November 30, 2009	108-114
Retiree Benefit Summary	115

The Plan document also includes provisions adopted by the Joint Union/TriMet Board of Trustees to comply with legal requirements to maintain the tax-qualified status of the Plan and Trust fund. You may review and obtain a copy of the complete Plan document by contacting the Pension Coordinator below.

In case of any conflict between this Summary and the Plan, the Plan controls.

Questions should be directed to:

TriMet Payroll Department 4th Floor, Center Street Building 4012 SE 17th Avenue Portland, Oregon 97202-3993 Telephone: (503) 962-6436

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#### SUMMARY OF PENSION PLAN ELIGIBILITY AND BENEFITS

The following Summary outlines major provisions of the Pension Plan ("Plan"). For more detail, refer to the specific Questions and Answers later in this booklet and to the Plan provisions set forth in your booklet containing the Working & Wage Agreement ("WWA"). The Plan controls all rights and liabilities in case of any conflict with the general explanation in this Summary.

#### A. PARTICIPATION

You are eligible to participate if you work for TriMet as a member of the bargaining unit represented by Amalgamated Transit Union, Division 757 ("ATU 757") and meet either of the following employment classifications:

- <u>Full-time employee</u>—becomes a Participant on the first day of such employment.
- <u>Mini-run operator</u>—becomes a Participant on the first day of such employment (starting 12/1/98).

Certain employees of ATU 757 also participate if not covered for such service by PERS or another retirement plan.

#### **B.** CONTINUOUS SERVICE

Benefits are based upon full and fractional years of "continuous service" with TriMet and certain predecessor employers.

"Continuous service" means employment without a break in service with TriMet (or recognized predecessor). The details in Plan Section 12 of Article I (WWA) must be read to determine actual service credits and breaks.

A "break" occurs by resignation, discharge, failure to return from layoff within 30 days when called, absence without leave for 5 days, layoff of 12 or more months, or leave of absence exceeding six months to work for Oregon State AFL-CIO, the national AFL-CIO or any Oregon county labor council (see Plan Section 12, Paragraph 2). A break before becoming vested (see D below) can result in forfeiture of service and benefit credits (see H below).

No break occurs for any absence specified in Plan Section 12, Paragraph 2.b, which covers certain reduction-in-force layoffs, authorized leaves, military service protected by law, authorized vacation, sickness, service as an officer of ATU 757 or the International Association of which ATU 757 is a member, promotion to a supervisory position, and leave to serve in the Oregon Legislature.

#### C. ACCRUED BENEFIT PAYABLE UPON NORMAL RETIREMENT

The monthly accrued benefit for full-time employment, which is payable as a full single life annuity benefit upon retirement at or after normal retirement age (see D below), is (1) the dollar amount specified in the Plan for your date of retirement or date of vested termination of service multiplied by (2) your non-forfeited years of service as a covered Participant, plus any additional service credit for hours of unused, accumulated sick leave (maximum 1,500 hours- eff. 12/01/04, 1,550 hours – eff. 12/01/05, 1,600 hours – eff. 12/01/06, 1,650 hours – eff. 12/01/07, 1,700 hours – eff. 12/01/08) at the earliest date when you could elect to retire. Under the current Plan such full benefit rates for each year of service are set forth in Table I at the end of this Summary. The rate for unused sick leave.

The rate for mini-run operators who qualify is seventy-five percent (75%) of the full benefit rate.

#### D. PAYMENT OF RETIREMENT BENEFITS

<u>Retirement</u>. To retire and begin receiving benefit payments, you must stop work for TriMet after completing at least ten (10) years of continuous service with TriMet (including service with a recognized predecessor) and satisfy the age or other payment condition stated in the Plan.

<u>Benefit Rate</u>. The monthly rate is the amount stated in the Plan for retirements starting on the date your employment with TriMet ends. At the end of this Summary, Table IA states the current rate for full normal retirement; Table IB gives examples of reduction rates for spousal and qualified domestic partner survivorship benefits; Tables IC states the reduction factors for early retirement; and Tables ID give some benefit amount examples at age 55 and at normal retirement age.

<u>Normal Retirement</u>. To qualify for the full benefit rate, at retirement from active employment or an authorized leave you must be at least the normal retirement age specified under the following schedule:

Normal Retirement	For Normal Retirement
Age	On and After
62	December 1, 1994
61	December 1, 1998
60	December 1, 2000
59	December 1, 2002
58	December 1, 2004

<u>Early Retirement</u>. To qualify for an actuarial reduction of the full benefit rate, at retirement from active employment or an authorized leave you must be at least age 55 but younger than the applicable normal retirement age.

<u>Vested Termination Retirement</u>. With at least ten (10) continuous years to be 100 percent vested when you terminate employment with TriMet, you qualify by applying for normal retirement at your normal retirement age in effect at the date of your termination of employment, or for actuarially reduced early retirement at your early retirement age (age 55 to normal retirement age); and the benefit will use the monthly rate on the date your TriMet employment ended, without any periodic increase after your termination date. If you terminated with a vested benefit and later return to covered employment with TriMet, your benefit at retirement will be the sum of the benefits accrued during each period of covered service and will not include any benefit for the intervening break period.

Form of Payment. Retirement benefits shall be paid under (1) unless you select (2) at retirement:

- (1) <u>Single Life Annuity</u>. Monthly payments shall be made to the retired Participant as a single life annuity until Participant's death, with no payments after Participant's death.
- (2) <u>Two-thirds (66<sup>2</sup>/<sub>3</sub>%) Joint and Survivor Annuity</u>. If Participant at retirement is married or living with a qualified domestic partner (defined below) and so elects, monthly payments to Participant will be reduced to two-thirds (66<sup>2</sup>/<sub>3</sub>%) of Participant's monthly amount and paid to such spouse or qualified domestic partner (if surviving) with no payments after the death of the last to survive. The present value of this joint and survivor annuity shall be the actuarial equivalent of the single life annuity under (1).

"<u>Qualified Domestic Partner</u>" means an individual of the same or opposite sex who is in a committed relationship with an unmarried employee, shares the same principal residence with the employee, is not married to anyone by reason of a legal marriage ceremony or the common law marriage rules of any state, and is named as the non-spousal domestic partner of the employee in an Affidavit of Domestic Partnership provided by and filed with Plan's Administrative Office, and which has not been revoked or waived by the employee, the designated domestic partner or a valid court order.

<u>Qualified Divorce Order</u>. The form and amount of payment shall be subject to the terms of any qualified domestic relations order ("QDRO") by a state court requiring payment of any of Participant's benefit to a spouse, former spouse or other alternate payee.

<u>Retiree Increases</u>. The amount paid to anyone who retires from active service with TriMet will be subject to any retiree increase provided in the Plan. The increases from February 1, 1992, to February 1, 2008, are set forth in Table II at the end of this Summary. Such increases do not apply to anyone who had a vested separation from TriMet before beginning retirement.

<u>Return to Work</u>. Except as provided below for mini-run operators, monthly retirement benefit payments will stop during any period when the retiree returns to work for TriMet in an employment classification eligible to earn additional benefits under this Plan. Upon subsequent retirement the interrupted monthly payments will resume without change, except that the additional accrued benefit, if any, earned during reemployment will be added in the same form of payment as the initial retirement.

<u>Mini-run Operators</u>. Any retiree working as a mini-run operator will continue to receive retirement benefit payments during such employment, in addition to compensation and other benefits under Article I, Section 2, of the Working & Wage Agreement. Credit will be earned under the Plan on a fresh start basis for service as a mini-run operator as though the individual were a new employee, and will result in additional retirement benefits only after completing the ten (10) years of continuous service as a mini-run operator required under the first paragraph of D above.

#### E. DEATH AFTER RETIREMENT

Your retirement benefit is payable monthly for your lifetime. No payment is made after your death unless you elected the two-thirds  $(66^2/_3\%)$  joint and survivor annuity form explained in D(2) above and your spouse or qualified domestic partner (defined in D) survives your death.

#### F. DEATH BEFORE RETIREMENT

If a vested Participant with at least ten (10) years of continuous service who is married or living with a qualified domestic partner (defined in D) dies while actively employed by TriMet, the surviving spouse or qualified domestic partner will receive a lifetime annuity (or lump sum cashout if it applies). No payment will be made after the death of the surviving spouse or qualified domestic partner.

<u>Surviving Spouse/Qualified Domestic Partner</u>. Payment to the surviving spouse shall begin when the spouse is age 62, or at Participant's date of death, if later, and shall be fifty percent (50%) of the amount the Participant would have received if retired at age 62 (no longer subject to actuarial reduction for early retirement) and payable as a joint and survivorship annuity (see Table IB for examples).

#### G. PERMANENT DISABILITY BEFORE RETIREMENT

If a Participant becomes totally and permanently disabled from performing the individual's occupation with TriMet, after earning at least ten (10) years of continuous service and while actually working for TriMet or on authorized sick leave and before retirement age under Social Security regulations (currently age 62), the Plan will pay the disability benefits specified in Table III (at the end of this Summary) to the date of recovery from disability or to age 62, whichever occurs first.

<u>Social Security Disability</u>. If the disabled Participant becomes eligible for disability benefits under Social Security (unable to work in any occupation), the above amount will be doubled each month, starting the month when the first Social Security payment is received and ending when disability payments end under Social Security or the Plan, whichever occurs first.

<u>Periodic Confirmation of Disability</u>. A disabled Participant must confirm to TriMet, in person or in writing at least once every six (6) months, that the permanent disability continues to prevent performance of the individual's occupation with TriMet. TriMet may require that the individual submit to a medical examination at any time to confirm the disability, but not more often than semi-annually.

<u>Recovery</u>. When a medical examination confirms that the individual no longer is so disabled, disability pay will stop and the individual will be reinstated in employment with full rights.

<u>Release for Work</u>. If a doctor's release establishes that the disabled individual is capable of performing available work for TriMet, TriMet can require that the individual perform such work provided no employee of greater seniority is displaced. Disability pay will continue and constitute full compensation for such work.

<u>Death</u>. Should the disabled individual be married or living with a qualified domestic partner (defined in D) and die at age 55-61, the surviving spouse or qualified domestic partner may elect to receive either:

- (1) The fifty percent (50%) survivorship annuity under F, or
- (2) The two-thirds  $(66^{2/3}\%)$  survivorship annuity under D(2) based on the reduced early retirement benefit payments as if the disabled Participant had retired on date of death, or
- (3) The lump sum present value if \$3,500 or less.

<u>Details</u>. For further details, see the Pension Plan and Permanent Disability Agreement in your WWA booklet.

#### H. LOSS OF BENEFITS

Benefits and service credit are permanently forfeited if, before becoming vested by completing ten (10) years of continuous service, a Participant's continuity of service is broken (breaks are defined in B above) and the duration of the break period equals or exceeds the greater of (1) or (2):

(1) 36 consecutive months, or

(2) The total months of Participant's continuous service preceding the break.

#### I. LUMP SUM DISTRIBUTION

The Plan's liability to pay benefits will be fully satisfied if the Participant or death beneficiary receives a distribution of the entire lump sum present value of the Participant's accrued benefit. Lump sum distributions are made only in limited circumstances, such as a small present value of \$3,500 or less.

#### QUESTIONS AND ANSWERS ABOUT THE PLAN

#### 1. WHEN WAS THE PLAN ESTABLISHED?

The Plan was adopted in 1979 to provide pension benefits in addition to Social Security.

#### 2. HOW IS THE PLAN FUNDED?

Pursuant to collective bargaining agreements since the Plan's inception, TriMet pays the entire cost of the Plan by contributing to the Trust Fund a yearly amount determined by TriMet based on recommendations by the Plan's actuary. The actuary is selected by the Trustees of the Trust. The Trust is independent of TriMet and its assets are held for the sole purpose of paying Plan benefits and administrative expenses. No creditor of TriMet or of any Participant can seize the assets of the Trust.

#### 3. WHO ADMINISTERS THE PLAN AND TRUST?

TriMet is the Plan Administrator and runs day-to-day operations. A Board of six (6) Trustees, three (3) appointed by TriMet, and three (3) appointed by the Union, selects and monitors the Trust's service providers.

#### 4. WHO MANAGES THE INVESTMENT OF TRUST ASSETS?

Investment of the Plan's assets is managed by professional registered investment advisers selected by the Trustees.

The current investment managers include Batterymarch Financial Management, Inc. (mid cap domestic equities), Benson Associates LLC (small cap domestic equities), Capital Guardian (international equities), Columbia Management Co. (large cap equities), HarbourVest Partners, LLC (private equity, domestic and European), Harris Associates LP (absolute return strategies), Julius Baer (international equities), PIMCO Funds (fixed income securities), RREEF America REIT II (real estate investment trust).

Trust assets are invested in a wide variety of assets such as stocks, bonds, and government securities. The assets of the Trust are used to pay benefits to Plan Participants and to pay expenses of the Plan.

# 5. WHAT HAPPENS IF I WORK FOR TRIMET AS A NON-BARGAINING UNIT EMPLOYEE?

During any period you work for TriMet as a supervisory, management or other employee outside the bargaining unit, you stop earning <u>benefit</u> credit under this Plan, but your non-bargaining unit service counts for <u>eligibility</u> to receive benefits (including vesting and avoiding breaks). Your benefit credit at date of change to non-bargaining unit status is

frozen and becomes payable when you meet the termination, age, service and any other conditions of the Plan to receive benefit payment.

Your right to earn benefits under any TriMet plan for non-bargaining unit employees will be determined under that plan.

If you later resume work as a covered bargaining unit employee, you will accrue benefit credit under this Plan at the benefit rate applicable to the period of service, and your benefit at retirement will be based on the total of all benefit credits earned during each separate period of covered employment.

#### 6. WILL A DIVORCE CHANGE MY PENSION?

It might. If the divorce court orders that your vested pension benefits be divided and paid to your former spouse (or other "alternate payee"), the Plan will divide the present value of your vested accrued benefit as specified by the court order and set the specified portion aside to fund a future monthly pension for your former spouse starting at your retirement age. There is no lump sum payment at the time of divorce. Your monthly pension will be reduced accordingly.

#### 7. HOW DO I APPLY FOR PAYMENT OF RETIREMENT BENEFITS?

When you know the date at which you expect to retire from employment by TriMet, contact the TriMet Payroll Department. You will receive an explanation of your benefits, including the two different amounts you can receive if you are married or have a qualified domestic partner, and options you might have regarding withholding of federal and state income tax. You must complete and file all retirement application documents before you can begin receiving payment.

#### 8. ARE BENEFIT PAYMENTS TAXED?

Yes. All benefit payments are taxable income for purposes of federal and state income taxation. Monthly payments are subject to tax withholding elections at the start of payment. In the rare case when payment can be made as a lump sum to a Participant or surviving spouse, the recipient can elect to have all or part of the lump sump distribution transferred without taxation to an Individual Retirement Account ("IRA") or other tax-qualified retirement plan that accepts rollover contributions. Any portion not so transferred is subject to mandatory twenty percent (20%) withholding of federal income tax.

#### 9. WHAT CAN I DO TO PROTEST A DENIAL OF BENEFITS?

If your claim for Plan benefits is denied, <u>you must initiate within 30 days</u> the dispute resolution process set forth in the Working & Wage Agreement in effect at the time of reference. The December 1, 1998 agreement requires that any dispute, complaint or grievance be presented to the Plan Administrative Office of TriMet within 30 days after you could reasonably be assumed to have known of the disputed denial. Failure to present a timely grievance waives your right to have the matter resolved under the grievance and arbitration provisions of the agreement (currently Section 3 of Article I). Because those grievance and arbitration procedures are the exclusive method of resolving disputes, you do not have the right to file a court action to protest any denial.

#### 10. WHAT PLAN DOCUMENTS AND RECORDS CAN I INSPECT?

As a Participant you will receive your own copy of the Plan provisions included as part of the printed booklet containing the Working & Wage Agreement and this Summary. You also have the right to examine and receive a copy (subject to a reasonable copy charge) of the complete Plan document, the Trust Agreement, any annual report filed with a federal agency, and any record establishing your service with TriMet.

#### 11. WHAT HAPPENS IF THE PLAN IS TERMINATED?

The Plan can be terminated only by action of TriMet and ATU 757 to do so, subject to the terms of any existing collective bargaining agreement and applicable law. If Plan termination occurs, the assets held in the separate Trust will be used to pay Plan expenses and Plan benefits according to the Trust liquidation plan adopted by the Trustees. In no event shall any Trust assets revert to TriMet or any successor Plan sponsor. The Plan and Trust are not subject to the minimum benefit guarantee provisions of ERISA<sup>1</sup> or the administration thereof by the PBGC.<sup>2</sup>

#### 12. WHO CAN ANSWER QUESTIONS?

Information about your Plan rights may be obtained by contacting the TriMet office below. No Trustee, Union representative or other TriMet employee is authorized to make statements binding on the Plan and Trust regarding Plan interpretation or your benefit rights or amount.

Plan Administrative Office:

TriMet Payroll Department 4012 SE 17th Avenue, 4<sup>th</sup> Floor Portland, Oregon 97202-3993 Telephone: (503) 962-6436

This explanation of the Pension Plan is no more than a brief and very general statement of the most important provisions of the Pension Plan. No general statement such as this can adequately reflect all of the details of the Plan. Nothing in this statement is meant to interpret, extend or change in any way the provisions expressed in the Plan itself.

An employee's rights can only be determined by consulting the actual text of the Plan document, most of which is set forth in the Working & Wage Agreement.

<sup>&</sup>lt;sup>1</sup> ERISA is the Employee Retirement Income Security Act of 1974, as amended, 29 USC § 1000, et seq.

<sup>&</sup>lt;sup>2</sup> The PBGC is the Pension Benefit Guaranty Corporation, a federal entity.

# TABLE I - COMPONENTS USED TO DETERMINE NORMAL AND EARLY RETIREMENT BENEFIT AMOUNTS

	Α	В					
	Full-time Employee's Retirement						
Date of Retirement or	Pay per Month per Year of	Mini-run Operator's Rate at					
Vested Termination After	<b>Continuous Service</b>	75 Percent of Column A					
2/1/92	\$42.00	\$31.50					
9/1/92	43.26	32.45					
9/1/93	44.13	33.10					
9/1/94	44.57	33.43					
9/1/95	47.02	35.27					
9/1/96	48.43	36.32					
9/1/97	50.27	37.70					
9/1/98	51.93	38.95					
9/1/99	53.49	40.12					
9/1/00	55.49	41.62					
9/1/01	57.15	42.86					
9/1/02	58.87	44.15					
9/1/03	60.64	45.48					
9/1/04	62.45	46.84					
9/1/05	64.33	48.25					
9/1/06	66.26	49.70					
9/1/07	68.25	51.19					
9/1/08	70.84	53.13					
9/1/09	72.96	54.72					
The rates for retirement or vested termination before February 1, 1992 are set forth in the applicable							
Working & Wage Agreement. Such rates after September 1, 1996 are adjusted on September 1 each							
year based on the aggregate total wage increases for top operators during the preceding 12 months.							

Table IA - Full Normal Retirement Benefit Rate (See Table III for Normal Retirement Age)

# Table IB - Examples of Reduction Factors to Provide After-Death Payment to Surviving Spouse or Qualified Domestic Partner (As a Percent of the Total Retirement Benefit)

Retiree Age	To Both	To Surviving Spouse or Qualified Domestic Partner				
55	91%	61%				
58	90%	60%				
62	88%	59%				
Assuming spouse or qualified domestic partner is two years younger than retiree.						

#### Table IC - Reduction Factors for Early Retirement (NRA 58) (Percent of Full Accrued Benefit Payable on Retirement) (Concluded)

Months Past Age Last Birthday	Early Retirement Actuarial Equivalent Factors <b>Normal Retirement Age 58</b> (December 1, 2004 and after) Age Last Birthday										
	55	55 56 57									
0	0.7445	0.8203	0.9051								
1	0.7508	0.8274	0.9130								
2	0.7571	0.8344	0.9209								
3	0.7635	0.8415	0.9288								
4	0.7698	0.8486	0.9367								
5	0.7791	0.9446									
6	0.7824	0.9526									
7	0.7887	0.8698	0.9605								
8	0.7950 0.8768 0.96										
9	0.8014	0.8839	0.9763								
10	0.8077	0.8910	0.9842								
11	0.8140	0.8980	0.9921								

#### Table ID - Examples of Age 58 Normal and Age 55 Early Retirement Benefits Based on 9/1/04 Benefit Rate

Below are examples showing the monthly amounts payable at two ages - normal retirement age ("NRA") and the earliest retirement age of 55 - and in two different forms - the single life annuity (no survivorship benefit after death) and the two-thirds ( $66^{2}/_{3}$ %) joint and survivor benefit (two-thirds survivorship benefit to spouse or qualified domestic partner). They illustrate the differences using the September 1, 2004 benefit rate. The dollar amounts will change with each September 1 benefit rate increase. The relative difference between the ages and forms of payment, however, will stay about the same.

Normal Retirement Age 58 (December 1, 2004 and after)						
Single Life Annuity						
Years of Service	Age at Date of	of Retirement				
	<u>55</u>	<u>58</u>				
10	\$464.97	\$624.54				
15	\$697.46	\$936.82				
20	\$929.95	\$1,249.09				
25	\$1,162.43	\$1,561.36				
Two-th	irds (662/3%) Joint and Survivor A	nnuity*				
Years of Service	Vears of Service Age at Date of Retirement					
	Employee	's Benefit				
	<u>55</u>	<u>58</u>				
10	\$427.17	\$567.32				
15	\$640.75	\$850.99				
20	\$854.33	\$1,134.65				
25	\$1,067.92	\$1,418.31				
Years of Service	of Service Survivor's Two-thirds Benefit**					
10	\$284.78	\$378.22				
15	\$427.17	\$567.32				
20	\$569.56	\$756.43				
25	\$711.94	\$945.54				

\* Assumes that spouse/qualified domestic partner and employee are the same age

\*\*Starts after death of retired employee provided spouse/qualified domestic partner survives

#### TABLE II - INCREASE IN MONTHLY PAYMENT TO RETIRED EMPLOYEE WHO RETIRED FROM ACTIVE SERVICE (NOT A SEPARATED VESTED RETIREE)

Date of Increase	Amount of Increase to Retiree (% of Amount Paid for the Month Before Increase Takes Effect)
2/1/92	3.00%
2/1/93	3.00%
2/1/94	2.00%
2/1/95	6.50%
2/1/96	1.60%
2/1/97	3.50%
2/1/98	3.30%
2/1/99	2.00%
2/1/00	4.35%
2/1/01	3.38%
2/1/02	2.73%
2/1/03	2.08%
2/1/04	4.57%
2/1/05	2.91%
2/1/06	2.69%
2/1/07	3.02%
2/1/08	3.69%
2/1/09	4.08%

#### INCREASE FOR PRE-FEBRUARY 1, 1992 RETIREES (receiving TriMet medical benefits)

Date of Increase	Amount of Increase to Retiree (% of Amount Paid for the Month Before Increase Takes Effect)
3/24/99	50%
11/30/99	10%
11/30/00	10%
11/30/01	10%
11/30/02	10%
11/30/03	10%

#### TABLE III - PERMANENT DISABILITY BENEFITS BEFORE RETIREMENT (See G)

Required Continuous Service	Disability Payment Per Month Starting											
(Years)	2/1/98	2/1/99	2/1/00	2/1/01	2/1/02	2/1/03	2/1/04	2/1/05	2/1/06	2/1/07	2/1/08	2/1/09
10	\$472.31	\$481.76	\$502.72	\$519.71	\$533.90	\$545.01	\$569.92	\$586.50	\$602.28	\$620.47	\$643.37	\$669.62
15	569.27	580.66	605.92	626.40	643.50	656.88	686.90	706.89	725.91	747.83	775.42	807.06
20	661.26	674.49	703.83	727.62	747.48	763.03	797.90	821.12	843.21	868.67	900.72	937.47
	Payment of pre-retirement benefits ends on the earlier of recovery from the disability or attainment of normal retirement age. Normal retirement age is as follows, using the normal retirement age applicable on the date of permanent disability.											
	Date Normal Retirement Age											
12/1/94-11/30/98												
12/1/98-11/30/00												
$\begin{array}{cccccccccccccccccccccccccccccccccccc$												

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12/1/04 and after.....

#### ATU/TRIMET PENSION PLAN Board of Trustees

Beth deHamel Executive Director Finance & Administration TriMet

Jon Hunt President- Business Representative Amalgamated Transit Union, Division 757

Brian Playfair Executive Director/Legal Counsel TriMet

Sam Schwarz Vice President-Assistant Business Representative Amalgamated Transit Union, Division 757