

AMENDMENT NO. 4



To the AGREEMENT AND DECLARATION OF TRUST of the AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN.

Sections 1.11(A)-(C), 1.15 (A) and (B), 1.29, 3.02, and 6.01(A) & (D) of the Agreement and Declaration of Trust, as amended and restated on May 24, 2011 is hereby amended as follows:

1.11 Covered Employment shall mean

(A) Employment of an Employee who was hired before March 1, 2014 in work covered by the Collective Bargaining Agreement;

(B) employment of an Employee who was hired before March 1, 2014 by the Employer in work that is supervisory or administrative in nature; provided that

(1) the Employee was a Participant in the Plan under the Collective Bargaining Agreement at the time of his promotion to a supervisory or administrative position and was promoted after April 23, 2002;

(2) the Employer has signed a participation agreement permitting participation in the Plan, and contributions are paid to the Trust by the Employer and Employee, at the same rate as are required for employees in work covered by the Collective Bargaining Agreement;

(C) employment in, or leave to attend to, Union business or the business of this Plan and Trust, provided that the Employee was hired before March 1, 2014 and is paid for such services by the Employer, the Union or the Trust, and provided that contributions are paid to the Trust for such employment.

1.15 Employee shall mean

(A) a person employed before March 1, 2014 who performs work that is within the collective bargaining unit represented by the Union (bargaining unit employee);

(B) a person who was employed before March 1, 2014 who has been promoted from within the collective bargaining unit on or after April 23, 2002, to a non-exempt, administrative or supervisory position with the employer (non-bargaining unit employee).

A part-time employee is an employee who regularly works less than thirty (30) hours per week.

1.29 Participant shall mean an Employee employed before March 1, 2014 who participates in this Plan, or who has retired under this Plan. An employee will

become eligible to participate in this Plan and to become a Participant on his Entry Date as defined in Article VI hereof.

- 3.02 Funding of Benefits and Administrative Costs Under Stipulation of Settlement. The Authority shall assume all obligations of Transit Management of Florida to fund all past service credits to which Participants are entitled as a result of the Stipulation of Settlement. The Authority shall pay all additional costs that are a direct consequence of this Pension Plan being closed to new employees initially hired after February 28, 2014. Employer Contributions to fund such past service credits resulting from the Stipulation of Settlement and to pay the additional costs of closing the plan shall be determined separately by the Trustees with the advice of the Enrolled Actuary and shall be in addition to those required by any Collective Bargaining Agreement. Such Employer Contributions shall include payments to the Trustees for any administrative expense in carrying out or resulting from the Stipulation of Settlement or the closing of the pension plan, including actuarial fees required to determine such expenses and costs and to determine levels of benefits and funding.

Employer Contributions pursuant to the Stipulation of Settlement and as required by Section 112.66(13), Florida Statutes, shall be sufficient to cover at least the normal costs of the benefits and expenses and to amortize the unfunded liability within at least thirty (30) years of the date of the Stipulation of Settlement or such shorter period as may be required by law.


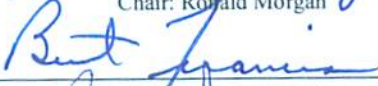
6.01 Entry Dates and Participation.

- (A) Each Employee shall be eligible to participate in this Plan and shall be a Participant on his Entry Date. The original Entry Date under this Plan is October 1, 1984. The Entry Dates of Employees hired after October 1, 1984, but before March 1, 2014, shall be the first day of employment in the bargaining unit, provided that the Employee completes his Probationary Period as defined in the Collective Bargaining Agreement.
- (B) Every Participant shall execute such forms as required by the Trustees.
- (C) A Participant shall become ineligible to participate if he is no longer a member of an eligible class of employees. In the event an employee who is not a member of the eligible class of employees becomes a member of the eligible class, such employee shall participate from his Entry Date.
- (D) Rehired Employee. A previous Participant rehired after February 28, 2014 following severance of employment shall be treated as a new employee and shall not be covered by this Plan for service after February 28, 2014.
- (E) If an Employee receives a distribution, refund, or a benefit under this plan, and the Employee thereafter resumes employment and is covered under the plan pursuant to subsection (D) above, he or she shall have the right to restore his or her Benefit Credit, to the extent forfeited, upon repayment to the Plan of the full amount of the distribution, refund, or benefit, plus interest, compounded annually from the date of distribution at the rate of five percent (5%). Such repayment must be made by the Employee not later than the end of the seven (7) year period beginning with the date of return to covered

employment, or, if earlier, the date that his or her pension would commence. Unless the Participant repays the amount of such distribution, together with five percent (5%) interest compounded annually from the date of distribution, service performed by the Participant with respect to which a distribution or refund has been made shall be disregarded in determining his or her right to an accrued benefit.

IN WITNESS WHEREOF, the undersigned have caused this AMENDMENT to be executed this 28th day of November, 2017, to be effective March 1, 2014.

TRUSTEES

 Chair: Ronald Morgan	 Witness
 Secretary: Bert Francis	 Witness
 Trustee: Brian Anderson	 Witness
Trustee: Maria Carrera	Witness
Trustee: Frank Luna	Witness
 Trustee: Donna Tefertiller	 Witness