



# BENEFIT PLAN

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MAJOR LEAGUE BASEBALL PLAYERS BENEFIT  
PLAN AS AMENDED APRIL 1, 1998

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AGREEMENT RE: MAJOR LEAGUE BASEBALL PLAYERS  
BENEFIT PLAN DATED MARCH 13, 1987

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TRUST AGREEMENT AS AMENDED APRIL 1, 1987

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### MONTHLY FIXED RETIREMENT BENEFITS

(Provided for Class VI)

#### CREDITED YEARS OF SERVICE

Age At Retirement Date (Last Birthday)

	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
45	201	251	301	352	402	452	502	536	569	603	636	670	703	737	770	804	837
46	214	268	321	375	428	482	536	571	607	643	678	714	750	785	821	857	893
47	229	286	343	401	458	515	572	611	649	687	725	763	801	840	878	916	954
48	245	306	367	428	490	551	612	653	694	734	775	816	857	898	938	979	1,020
49	262	328	393	459	524	590	655	699	743	786	830	874	917	961	1,005	1,048	1,092
50	281	351	421	491	562	632	702	749	796	842	889	936	983	1,030	1,076	1,123	1,170
51	300	374	449	524	599	674	749	799	849	899	948	998	1,048	1,098	1,148	1,198	1,248
52	318	398	477	557	636	716	796	849	902	955	1,008	1,061	1,114	1,167	1,220	1,273	1,326
53	337	421	505	590	674	758	842	899	955	1,011	1,067	1,123	1,179	1,236	1,292	1,348	1,404
54	356	445	534	622	711	800	889	948	1,008	1,067	1,126	1,186	1,245	1,304	1,363	1,423	1,482
55	374	468	562	655	749	842	936	998	1,061	1,123	1,186	1,248	1,310	1,373	1,435	1,498	1,560
56	393	491	590	688	786	885	983	1,048	1,114	1,179	1,245	1,310	1,376	1,441	1,507	1,572	1,638
57	412	515	618	721	824	927	1,030	1,098	1,167	1,236	1,304	1,373	1,441	1,510	1,579	1,647	1,716
58	431	538	646	753	861	969	1,076	1,148	1,220	1,292	1,363	1,435	1,507	1,579	1,650	1,722	1,794
59	449	562	674	786	899	1,011	1,123	1,198	1,273	1,348	1,423	1,498	1,572	1,647	1,722	1,797	1,872
60	468	585	702	819	936	1,053	1,170	1,248	1,326	1,404	1,482	1,560	1,638	1,716	1,794	1,872	1,950
61	487	608	730	852	973	1,095	1,217	1,298	1,379	1,460	1,541	1,622	1,704	1,785	1,866	1,947	2,028
62	505	632	758	885	1,011	1,137	1,264	1,348	1,432	1,516	1,601	1,685	1,769	1,853	1,938	2,022	2,106
63	524	655	786	917	1,048	1,179	1,310	1,398	1,485	1,572	1,660	1,747	1,835	1,922	2,009	2,097	2,184
64	543	679	814	950	1,086	1,221	1,357	1,448	1,538	1,629	1,719	1,810	1,900	1,989	2,081	2,172	2,262
65	562	702	842	983	1,123	1,264	1,404	1,498	1,591	1,685	1,778	1,872	1,966	2,059	2,153	2,246	2,340

\* For fractional years of credited service, benefits shall be determined to the nearest dollar by interpolation.

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### MONTHLY VARIABLE RETIREMENT BENEFITS

(Provided for Class VI)

#### CREDITED YEARS OF SERVICE

Age At Retirement Date (Last Birthday)

	4	5	6	7	8	9	10
45	201	251	302	352	402	452	503
46	215	269	322	376	430	483	537
47	229	286	343	400	457	514	572
48	244	305	365	426	487	548	609
49	259	324	389	454	518	583	648
50	277	346	415	484	553	622	692
51	296	370	444	518	592	666	740
52	317	396	475	554	634	713	792
53	340	425	509	594	679	764	849
54	364	455	546	637	728	819	911
55	391	488	586	684	781	879	977
56	421	526	631	736	841	946	1,052
57	453	566	680	793	906	1,019	1,133
58	489	611	734	856	978	1,100	1,223
59	528	660	792	924	1,056	1,188	1,320
60	572	715	858	1,001	1,144	1,287	1,430
61	619	774	929	1,084	1,238	1,393	1,548
62	673	841	1,009	1,177	1,345	1,513	1,682
63	731	914	1,097	1,280	1,463	1,646	1,829
64	798	998	1,197	1,397	1,586	1,796	1,995
65	872	1,090	1,308	1,526	1,744	1,962	2,180

\* For fractional years of credited service, benefits shall be determined to the nearest dollar by interpolation.

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**MONTHLY FIXED RETIREMENT BENEFITS**  
(Provided for Class VII)

Age At  
Retirement  
Date  
(Last Birthday)

**CREDITED YEARS OF SERVICE**

	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
45	257	321	386	450	514	578	643	685	728	771	814	857	900	942	985	1,028	1,071
46	275	344	413	481	550	619	688	733	779	825	871	917	963	1,008	1,054	1,100	1,146
47	295	369	442	518	590	663	737	786	835	885	934	983	1,032	1,081	1,130	1,179	1,229
48	316	396	475	554	633	712	791	844	897	949	1,002	1,055	1,108	1,160	1,213	1,266	1,319
49	340	425	510	595	680	765	850	906	963	1,020	1,076	1,133	1,189	1,246	1,303	1,359	1,416
50	365	456	548	639	730	821	913	973	1,034	1,095	1,156	1,217	1,278	1,338	1,399	1,460	1,521
51	389	487	584	681	779	876	973	1,038	1,103	1,168	1,233	1,298	1,363	1,428	1,493	1,558	1,622
52	414	517	621	724	827	931	1,034	1,103	1,172	1,241	1,310	1,379	1,448	1,517	1,586	1,655	1,724
53	438	548	657	767	876	986	1,095	1,168	1,241	1,314	1,387	1,460	1,533	1,606	1,679	1,752	1,825
54	462	578	694	809	925	1,040	1,156	1,233	1,310	1,387	1,464	1,541	1,618	1,695	1,772	1,850	1,927
55	487	608	730	852	973	1,095	1,217	1,298	1,379	1,460	1,541	1,622	1,704	1,785	1,866	1,947	2,028
56	511	639	767	894	1,022	1,150	1,278	1,363	1,448	1,533	1,618	1,704	1,789	1,874	1,959	2,044	2,129
57	535	669	803	937	1,071	1,205	1,338	1,428	1,517	1,606	1,695	1,785	1,874	1,963	2,052	2,142	2,231
58	560	700	840	980	1,119	1,259	1,399	1,493	1,586	1,679	1,772	1,866	1,959	2,052	2,146	2,239	2,332
59	584	730	876	1,022	1,168	1,314	1,460	1,558	1,655	1,752	1,850	1,947	2,044	2,142	2,239	2,336	2,434
60	608	761	913	1,065	1,217	1,369	1,521	1,622	1,724	1,825	1,927	2,028	2,129	2,231	2,332	2,434	2,535
61	633	791	949	1,107	1,265	1,424	1,582	1,687	1,793	1,898	2,004	2,109	2,215	2,320	2,425	2,531	2,636
62	657	821	986	1,150	1,314	1,478	1,643	1,752	1,862	1,971	2,081	2,190	2,300	2,409	2,519	2,628	2,738
63	681	852	1,022	1,192	1,363	1,533	1,704	1,817	1,931	2,044	2,158	2,271	2,385	2,498	2,612	2,726	2,839
64	706	882	1,059	1,235	1,411	1,588	1,764	1,882	2,000	2,117	2,235	2,352	2,470	2,588	2,705	2,823	2,941
65	730	913	1,095	1,278	1,460	1,643	1,825	1,947	2,069	2,190	2,312	2,434	2,555	2,677	2,799	2,920	3,042

For fractional years of credited service, benefits shall be determined to the nearest dollar by interpolation.  
For members whose three-year average compensation is \$68,212 or less, the benefit will be \$2,647.

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**MONTHLY VARIABLE RETIREMENT BENEFITS**  
(Provided for Class VII)

Age At  
Retirement  
Date  
(Last Birthday)

**CREDITED YEARS OF SERVICE**

	4	5	6	7	8	9	10
45	262	328	393	459	524	590	656
46	279	349	419	488	558	628	698
47	297	371	446	520	594	668	743
48	317	396	475	554	634	713	792
49	338	422	507	591	678	760	845
50	361	451	541	631	721	811	902
51	385	482	578	674	770	867	963
52	412	515	617	720	823	926	1,029
53	442	552	662	773	883	994	1,104
54	473	592	710	828	947	1,065	1,184
55	509	638	763	890	1,018	1,145	1,272
56	548	685	822	959	1,096	1,233	1,370
57	590	737	885	1,032	1,180	1,327	1,475
58	636	795	954	1,113	1,272	1,431	1,590
59	687	859	1,031	1,202	1,374	1,546	1,718
60	743	929	1,115	1,301	1,487	1,673	1,859
61	806	1,008	1,210	1,411	1,613	1,814	2,016
62	875	1,094	1,313	1,532	1,751	1,970	2,189
63	952	1,190	1,428	1,666	1,904	2,142	2,381
64	1,039	1,299	1,559	1,819	2,078	2,338	2,598
65	1,135	1,418	1,702	1,986	2,269	2,553	2,837

For fractional years of credited service, benefits shall be determined to the nearest dollar by interpolation.

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# MONTHLY FIXED RETIREMENT BENEFITS

(Provided for Class VIII)

968,212 BENEFIT LEVEL

## CREDITED YEARS OF SERVICE

Age At  
Retirement  
Date  
(Last Birthday)

	1	2	3	4	5	6	7	8	9	10
45	74	147	221	295	369	442	516	590	663	737
46	79	157	236	315	394	472	551	630	708	787
47	84	168	253	337	421	505	589	674	758	842
48	90	180	270	361	451	540	631	721	811	901
49	96	193	289	386	483	579	676	772	869	965
50	103	207	311	415	518	621	725	829	933	1,038
51	111	222	334	445	556	667	778	889	1,000	1,111

Age At Retirement Date (Last Birthday)

**MONTHLY FIXED RETIREMENT BENEFITS**  
(Provided for Class IX)

\$88,212 BENEFIT LEVEL

	CREDITED YEARS OF SERVICE									
	1	2	3	4	5	6	7	8	9	10
45	29	58	88	117	146	175	204	233	263	292
46	31	62	93	124	155	186	217	249	280	311
47	33	66	99	132	166	199	232	265	298	331
48	35	71	106	141	177	212	247	283	318	353
49	38	75	113	151	189	226	264	302	339	377
50	40	81	121	161	201	242	282	322	363	403
51	43	86	129	172	215	258	302	345	388	431
52	46	92	138	184	231	277	323	369	415	461
53	49	99	148	198	247	297	346	395	445	494
54	53	106	159	212	265	318	371	424	477	530
55	57	114	171	228	285	342	399	456	513	570
56	61	123	184	245	306	368	429	490	552	613
57	66	132	198	264	330	396	462	528	594	660
58	71	142	214	285	356	427	498	569	641	712
59	77	154	231	308	384	461	538	615	692	769
60	83	166	250	333	416	499	582	666	749	832
61	90	180	270	361	451	541	631	721	811	902
62	98	198	294	392	489	587	685	783	881	979
63	126	253	379	505	632	758	884	1,010	1,137	1,263
64	155	309	464	619	774	928	1,083	1,238	1,392	1,547
65	193	385	578	770	963	1,156	1,348	1,541	1,734	1,926
66	231	461	692	922	1,153	1,383	1,614	1,844	2,075	2,305
67	268	537	805	1,074	1,342	1,610	1,879	2,147	2,416	2,684

For fractional years of credited service, benefits shall be determined to the nearest dollar by interpolation.

Age At Retirement Date (Last Birthday)

**MONTHLY FIXED RETIREMENT BENEFITS**  
(Provided for Class IX)

\$130,000 BENEFIT LEVEL

	CREDITED YEARS OF SERVICE									
	1	2	3	4	5	6	7	8	9	10
45	137	273	410	546	683	820	956	1,093	1,229	1,366
46	145	291	436	582	727	873	1,018	1,164	1,309	1,455
47	155	310	465	620	775	930	1,085	1,240	1,395	1,550
48	165	331	496	661	827	992	1,158	1,323	1,488	1,654
49	177	353	530	706	883	1,059	1,236	1,412	1,589	1,765
50	189	377	566	754	943	1,132	1,320	1,509	1,698	1,886
51	202	403	605	807	1,009	1,210	1,412	1,614	1,816	2,017
52	216	432	648	864	1,080	1,296	1,512	1,728	1,944	2,160
53	231	463	694	926	1,157	1,389	1,620	1,852	2,083	2,315
54	248	497	745	993	1,242	1,490	1,738	1,987	2,235	2,483
55	267	534	800	1,067	1,334	1,601	1,867	2,134	2,401	2,668
56	287	574	861	1,148	1,435	1,722	2,009	2,295	2,582	2,869
57	309	618	927	1,236	1,545	1,854	2,163	2,472	2,781	3,090
58	333	667	1,000	1,333	1,667	2,000	2,333	2,666	3,000	3,333
59	360	720	1,080	1,440	1,800	2,160	2,520	2,880	3,240	3,600
60	390	779	1,169	1,558	1,948	2,337	2,727	3,116	3,506	3,895
61	422	844	1,266	1,689	2,111	2,533	2,955	3,377	3,799	4,221
62	458	917	1,375	1,833	2,292	2,750	3,208	3,666	4,125	4,583
63	512	1,025	1,537	2,050	2,562	3,075	3,587	4,100	4,612	5,125
64	567	1,133	1,700	2,267	2,833	3,400	3,966	4,533	5,100	5,666
65	639	1,278	1,917	2,555	3,194	3,833	4,472	5,111	5,750	6,389
66	711	1,422	2,133	2,844	3,555	4,266	4,978	5,689	6,400	7,111
67	783	1,567	2,350	3,133	3,917	4,700	5,483	6,266	7,050	7,833

For fractional years of credited service, benefits shall be determined to the nearest dollar by interpolation. The amounts set forth in Table 9 reflect amounts which are effective April 1, 1993. Thereafter, the amounts set forth in Table 9 shall be adjusted annually as of each January 1, or more often if required to satisfy the limitations set forth in Code Section 415. In connection with such adjustment, the amounts set forth in Table 9 shall be increased to such amounts which, when added to the amounts set forth in Table 7, hereunder, shall equal the annual dollar limit in effect under Code Section 415(b)(1)(A); provided, however, that after any such increase, the total benefit shall not exceed the benefit level in effect as of April 1, 1990, compounded at 5% per year; provided further, that the pension committee may withhold any such increase at any time if such action is not inconsistent with the terms of the Agreement of March 19, 1990.

**MONTHLY FIXED RETIREMENT BENEFITS**  
(Provided for Classes VIII and IX)

Age At  
Retirement  
Date  
(Last Birthday)

**CREDITED YEARS OF SERVICE**

	1	2	3	4	5	6	7	8	9	10
45	82	165	247	329	412	494	576	658	741	823
46	88	176	264	352	440	528	616	704	792	880
47	94	188	282	376	471	565	659	753	846	941
48	101	201	302	403	504	604	705	806	906	1,007
49	108	216	324	432	540	647	755	863	971	1,079
50	116	231	347	463	579	694	810	926	1,041	1,157
51	124	249	373	497	622	746	870	994	1,119	1,243
52	134	267	401	535	669	802	936	1,070	1,203	1,337
53	144	288	432	576	720	863	1,007	1,151	1,295	1,439
54	155	310	465	620	776	931	1,086	1,241	1,396	1,551
55	168	335	503	670	838	1,005	1,173	1,340	1,508	1,675
56	181	362	543	724	906	1,087	1,268	1,449	1,630	1,811
57	196	392	588	784	981	1,177	1,373	1,569	1,765	1,981
58	213	425	638	851	1,064	1,276	1,489	1,702	1,914	2,127
59	231	462	693	924	1,156	1,387	1,618	1,849	2,080	2,311
60	252	503	755	1,006	1,258	1,510	1,761	2,013	2,264	2,516
61	274	549	823	1,098	1,372	1,646	1,921	2,195	2,470	2,744
62	300	600	900	1,200	1,500	1,800	2,100	2,400	2,700	3,000
63	300	600	900	1,200	1,500	1,800	2,100	2,400	2,700	3,000
64	300	600	900	1,200	1,500	1,800	2,100	2,400	2,700	3,000
65	300	600	900	1,200	1,500	1,800	2,100	2,400	2,700	3,000
66	300	600	900	1,200	1,500	1,800	2,100	2,400	2,700	3,000
67	300	600	900	1,200	1,500	1,800	2,100	2,400	2,700	3,000

For fractional years of credited service, benefits shall be determined to the nearest dollar by interpolation.

**SECTION 8**

**Investment Plan Benefits**

**8.1** For the 1990 plan year and each plan year thereafter, there shall be contributed to the investment plan an amount determined by the pension committee. The pension committee, in its sole discretion, may determine that no contribution shall be made to the investment plan for any particular plan year if such determination is not inconsistent with the terms of the Agreement of March 13, 1997.

Contributions shall only be allocated to the "individual accounts" of members who had accrued at least 60 days of active service and accrued one or more quarters of a year of active service, as described in subsection 5.4, during the plan year for which the contribution is being made.

All contributions shall be made in cash as of November 15 and shall be held in a "suspense account," along with any net earnings or losses attributable thereto, until the next following "allocation date."

The amount of the contribution to be allocated shall first be calculated based on the amount of total quarters of active years of service for all eligible members. The contribution shall be determined as an amount per quarter of active service. The total amount held in the suspense account shall be divided by the number of quarters of active service for all eligible members to determine the dollar amount of the contribution to be allocated per quarter. Each member shall then be given an allocation to his "individual account" based on his individual number of quarters of active service. Should an allocation to any member be in excess of the "allocation limit" such amount will be reallocated among all members who have not received the allocation limit based on their number of quarters of active service. Such excess shall continue to be allocated and reallocated until all amounts have been allocated.

For purposes of the investment plan, these terms have the following meaning:

(a) "Allocation date" means March 31 or such other date as specified by the pension committee of each plan year.

(b) "Allocation limit" for any plan year means the lesser of 7% of the member's compensation or \$7,500.

(c) "Compensation" means the aggregate compensation paid by an employer club to such member during the calendar year which ends within the plan year, provided that in no event shall compensation during any calendar year that began after December 31, 1988 and before January 1, 1994, exceed \$200,000 as adjusted under Code Section 401(a)(7). Compensation for calendar years that began after December 31, 1993, may not be greater than \$150,000, as adjusted under Code Section 401(a)(7). Compensation shall be determined in United States dollars. If any member has compensation reported in other than United States dollars such compensation shall be converted into United States dollars using the exchange rate for each foreign currency as of the first business day of January during the current plan year. The exchange rate used will be the one reported in the Wall Street Journal for such day.

(d) "Individual account" means the separate account established and maintained by the plan administrator for each member to record investment plan contributions made on each such member's behalf and adjustments relating thereto, as provided in subsection 8.2 hereunder.

(e) "Suspense account" means the account established by the plan administrator to hold investment plan contributions, and any earnings attributable thereto, until such contributions have been allocated to the individual accounts of members as of an allocation date. Any contribution allocations shall include a pro rata allocation of any suspense account earnings thereon.

**8.2** The plan administrator shall establish and maintain an individual account in the name of each member to which the plan administrator shall credit all amounts allocated.

The pension committee shall provide the plan administrator with all information necessary for the plan administrator to make a proper allocation of the investment plan contribution, on behalf of each member, for the plan year. As soon as is practicable after the administrator's receipt of such information, the administrator shall allocate such contribution to each member's individual account in accordance with the provisions of subsection 8.1 hereunder.

Any net appreciation or net depreciation in the value of the funds which constitute the investment plan trust fund shall be at the end of each but among all individual accounts, on a per fund basis, provided, however, that appreciation or net depreciation hereunder shall be accomplished in consideration any contributions to be allocated as of such allocation date.

**8.3** The pension committee shall have the sole discretion to determine investment funds to be maintained hereunder and the nature of those funds eliminate investment funds, from time to time.

(a) Subject to the limitations set forth in this subsection 8.3, each the investment of his individual account in such investment designated by the pension committee, from time to time.

(b) The investment funds selected by the pension committee may not be limited, to the following:

(i) Money market funds;

(ii) Mutual funds;

(iii) Equity funds;

(iv) Fixed income funds;

(v) Guaranteed investment contracts;

(vi) Any pooled investment funds established by a bank;

(vii) Any insurance company's general accounts; and

(viii) Any special accounts established and maintained by an

(c) A member shall direct the investment of his individual account described in subsection 8.3(b), provided, however, that any selections shall be made in accordance with such rules as are

(d) A member's directions as to the investment of his individual account deemed to be continuing directions until they shall be changed. A member may periodically change his investment direction amounts between investment funds consistent with procedures

(e) A member's directions as to the investment of his individual account deemed to be continuing directions until they shall be changed. A member may periodically change his investment direction amounts between investment funds consistent with procedures

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(z) A member's directions as to the investment of his individual account deemed to be continuing directions until they shall be changed. A member may periodically change his investment direction amounts between investment funds consistent with procedures

(d) In any case where a member's annual benefit must be limited by the provisions of this subsection:

- (i) The fixed benefit shall be reduced before the variable benefit is determined.
- (ii) The same percentage reduction made to the variable benefit shall be applied to the variable benefit thereafter, regardless of whether the dollar benefit increases or decreases in such future months.
- (iii) The benefit payable to a member's widow under the plan shall be determined on the basis of the level of the "assumed retirement benefit," as defined in section 11.1, he himself was receiving. The pension adjustments in the rules of the foregoing shall apply to take account of any increases from year to year in the annual benefit payable to or in respect of any member.
- (e) The 100% limitation described in subparagraph (a) shall not apply unless such member's compensation for any three-year period immediately preceding termination of service exceeds the average compensation for such three years of all such members.
- (f) \$68,212; however, any member whose benefit would exceed the 100% limitation but for this subparagraph shall be limited to a dollar limit, namely, the greater of \$68,212 or the amount described in Code Section 415(b)(1)(A).

9.3 Dual Plan Limitation - If a member of the pension plan is also a member of a defined benefit plan fraction" (as hereinafter defined) for any plan year, the numerator of which is the member's projected annual benefit under the plan year and the denominator of which is the sum of the following amounts determined each prior plan year of employment with a club:

- (a) The product of 1.25 multiplied by the dollar limitation described in Code Section 415(b)(1)(A) for such plan year, and
- (b) The product of 1.4 multiplied by the percentage limitation described in Code Section 415(b)(1)(A) for such plan year.

For purposes of this subsection, the term "defined contribution plan fraction" means the sum of all the annual additions to the account under the defined contribution plan as of the close of the plan year of which is the sum of the following amounts determined each prior plan year of employment with a club:

- (c) The product of 1.25 multiplied by the dollar limitation described in Code Section 415(b)(1)(A) for such plan year, and
- (d) The product of 1.4 multiplied by the percentage limitation described in Code Section 415(b)(1)(A) for such plan year.

The limitation on aggregate benefits from a defined benefit plan and a defined contribution plan for such plan year shall be the lesser of the two amounts.

9.4 Notwithstanding the foregoing, effective for plan years beginning on or after 1/1/1994, the following restriction on retirement benefits shall apply:

- (e) In the event the plan is terminated, the accrued benefit of any employee or former highly compensated employee (as defined in Code Section 414(q)) shall be limited to a benefit which is the lesser of the amount described in Code Section 401(a)(4) and the regulations promulgated thereunder.

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**SECTION 11**  
**Widow's Benefit.**

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11.9 In the event of a death during the period there is no surviving widow or child, the benefit of such

In the event of a death during the period there is no surviving widow or child, the benefit of such

11.10 The amount received by the beneficiary shall be paid to the payee

11.11 If part of the amount received by the beneficiary shall be paid to the payee

Each member of the plan shall not be entitled to receive a benefit if the member has actually received a benefit from another plan

- (a) The
- (b) The
- (c) The

The provision of the plan shall not be affected by the fact that the member has made a contribution to another plan

- (a) He
- (b) His

Anything contained in this plan shall be subject to the provisions of the plan

company, but a designation will not become effective if the beneficiary designated by the member dies or if the beneficiary designated by the member dies a legal representative or representative of the estate of the member to direct the insurance company to pay the benefit to the beneficiary determined as:

12.7 In the event of the death of a member before the death of the beneficiary, if any, provided under the plan, the member's estate shall be entitled to the benefit with interest at the rate of 3% to March 31, 1970, of the Federal mid-term rate (as in effect for the year) compounded annually, or such other rate as required to be determined pursuant to Section 18.

12.8 Each member who is eligible for life insurance benefits shall be eligible for Accidental Death and Dismemberment benefits in an amount equal to the member's life insurance benefit under subsection (a) of Section 18, but not less than \$700,000.

Accidental Death and Dismemberment benefits are payable within 90 days following bodily injuries, caused directly or indirectly by accidental means, and directly and indirectly resulting in the member's death, or permanent and total disability, or otherwise to the beneficiary.

The full amount of the Accidental Death and Dismemberment benefits shall be payable to the member or to the member's estate if the member suffers loss of both hands, both feet or both eyes, or such other bodily parts, one-half of the Accidental Death and Dismemberment benefits shall be payable to the member's estate if the member sustains more than one loss as the result of an accidental death or disability. The greater benefit is payable only for that loss for which the greater benefit is payable.

With regard to hands and feet, loss shall mean complete amputation of the hand or foot at the wrist or ankle joints, respectively; with regard to eyes, loss shall mean complete loss of sight as a result of an accidental death or disability, or otherwise to the beneficiary.

Accidental Death and Dismemberment benefits are not payable if the member dies as a result of a felony, disease or hernia.

12.9 Life insurance benefits shall be provided for the member's estate if the member dies as a result of an accidental death or disability, or otherwise to the beneficiary. The amount of life insurance benefit shall be the lesser of:

- (a) \$300,000; or
- (b) 3 times the employee's base rate of annual salary as of the date of death.

Each employee of the Major League Baseball Players Association shall also be eligible for Accidental Death and Dismemberment benefits pursuant to the provisions of subsection (a) of Section 12.9. The insurance benefits as determined in subsection (a) shall be the lesser of the two amounts.

Notwithstanding the above, if an employee of the Major League Baseball Players Association is also eligible for life insurance benefits under another plan, the benefit payable under subsection 12.9(a) or (b) shall be the lesser of the two amounts.

### SECTION 13 Health and Welfare Benefits

13.1 Health and welfare benefits shall include health and dental benefits, as described in Sections 14, 15, 16 and 17.



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- (e) In any claim determination period when this plan is primary, benefits will be paid as specified herein.
- (f) When this plan is secondary:

- (i) The allowable expenses will be determined as defined above.
- (ii) The primary plan's payment will be determined.
- (iii) The normal payment under this plan will be determined as if this plan were primary.
- (iv) This plan's payment will be the lesser of the normal payment, or the difference between the allowable expense and the primary plan's payment. This plan's payment will never exceed the amount it would have paid if it were primary.

When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be both an allowable expense and a benefit paid.

When the application of this provision results in a lesser payment being made under the plan than would have been made if the plan were primary, only the actual amount paid will be charged against any applicable lifetime maximum.

13.3 The plan will comply with any qualified medical child support order pursuant to Section 609 of ERISA issued by either a court of competent jurisdiction or by an appropriate governmental agency which requires the plan to provide medical coverage to a dependent child of a member. The person or committee will establish reasonable procedures for determining whether a court or administrative order requiring medical coverage for a dependent child meets the requirements for a qualified medical child support order.

13.8 Each member or dependent shall be entitled to a certificate documenting prior coverage upon loss of health coverage. Certification of coverage shall be provided in the manner and form prescribed by law. Certification of the alternative method of counting coverage under any of the five identified categories of benefits shall be furnished upon request of a member's or dependent's current employer.

13.9 The plan will be subrogated to all rights of recovery which a member may have against any person, company or organization for any negligent or any willful act or omission resulting in an injury or illness for which benefits are paid under the plan. By accepting payment of benefits under the plan, the member assigns such rights of recovery to the plan.

#### SECTION 14 Health Care Benefits

14.1

- (a) Every active member and his dependents, and every disabled member while he is receiving disability benefits and his dependents, shall be eligible for health care benefits under this Section 14.
- (b) Any inactive member, retired member, widow or other qualified beneficiary may elect the continuation of health care coverage described in this Section 14 by choosing Option A or B, as described in subsection 13.4(a) hereunder; provided, however, that effective April 1, 1991, an inactive member, retired member, widow or other qualified beneficiary may elect the continuation of the optional comprehensive health care coverage described in Section 15 by choosing Option C, as described in subsection 13.4(a) hereunder.

Any inactive member, retired member, widow or other qualified beneficiary who elects the continuation of health care coverage under this Section 14 may change such election, as of April 1 of any year, and elect the continuation of the optional comprehensive health care coverage described in Section 15.

Any election of continuation coverage under Option C, or any change of continuation coverage from Option A or Option B to Option C shall be irrevocable, all as set forth in subsection 13.4(a) hereunder.

14.2 Whenever the term "physician" appears to be otherwise, such term and surgery or any other legally performed procedure within the scope of the practitioner's professional judgment. A covered member and his dependent while confined in a "legally constituted confinement or accident (except at confinement was recommended at the time and surgery. For this purpose, for detoxification as a consequence of the treatment of drug abuse. "Treatment" which is primarily engaged in for medical diagnosis, treatment and care of a staff of physicians who are provided 24 hour a day service by incidentally, a nursing home or a private hospital, a specialized facility which provides treatment for drug abuse, and which Accreditation of Hospitals of the State of Michigan shall be determined in the following

- (a) For each separate hospital service will be paid in accordance with the following:
  - (i) Bed (two, three or four) and board (one, two or three)
  - (ii) General nursing services
  - (iii) Use of operating room
  - (iv) Oxygen and use of other medical equipment
  - (v) Drugs and medical supplies and plasters
  - (vi) Diagnostic services, laboratory and pathology
  - (vii) Therapy services including physical therapy, speech therapy. Services rendered as a covered member's illness, age of three is not a condition for hospitalization.
  - (viii) Anesthesia, anesthetic services, and other hospital services.
  - (ix) Administration of medicine in the instance of an emergency, return to work by the inactive, retired or disabled member shall not constitute a covered member hospital.
  - (x) Up to \$20 per day inpatient care, paid for when the covered member is in a hospital facility for:

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described below:

(b) Treatment must be rendered by a licensed physician or by a licensed physical therapist working under the orders of a physician.

(c) Progress satisfactory to the insurance carrier's medical consultant toward the rehabilitation of the patient must be achieved.

(d) The nature of the disability must clearly indicate the necessity for such treatment. If a question arises concerning the disability or the treatment, the physician will be requested to supply a detailed case summary for review by the insurance carrier's medical consultant.

(e) Speech therapy, rendered by a licensed therapist is considered as a covered expense when necessary to treat a speech deficit caused by an illness or injury. Speech therapy provided to children under the age of three is not considered a covered expense.

(f) Psychiatric benefits limited to service of a physician, psychologist or licensed clinical social worker licensed by the appropriate governmental authority for care in connection with the treatment of mental, psychoneurotic, or personality disorders.

(g) The reimbursement for major medical expenses, as heretofore described in subsection 14.4, shall include all such expenses up to a maximum lifetime reimbursement of \$10,000,000 for each covered person. However, after a minimum of \$1,000 of such benefits has been received under the plan, the member or his dependent may reinstate the maximum amount by furnishing satisfactory evidence of insurability. In addition, if on any April 1 the benefits remaining to a member or his dependent are less than \$10,000,000, then these remaining benefits will automatically be increased by the lesser of \$1,000 or the amount necessary to increase these remaining benefits to \$10,000,000.

(h) The following major medical expenses will be covered at the rate of 100% of the usual, customary and reasonable charge:

(i) X-ray services, limited to diagnosis or treatment of an illness or injury.

(ii) Diagnostic laboratory services, when done in conjunction with a diagnosis of a specified illness or injury.

(iii) Mammography, based on the following schedule:

- (A) Ages 35 - 39, two within five years.
- (B) Ages 40 - 49, one every two years.
- (C) Ages 50 and over, one every year.

(iv) Pap smears including physician's office visit, one every 12 months.

(v) Routine physical exams, one every two years for members, spouses and dependents 17 years of age and older, up to a maximum benefit of \$200 per physical exam.

(vi) Well-child examinations, immunizations and laboratory tests for dependents through age 16. Maximum number of visits per dependent is 16 at approximately the following age intervals: 1st office visit, 2 months, 4 months, 6 months, 9 months, 12 months, 15 months, 18 months, 2 years, 3 years, 4 years, 5 years, 6 years, 8 years, 10 years, 12 years, 14 years and 16 years.

14.5 Supplemental Medicare Benefits will be provided for a member who has extended coverage and has become eligible for Medicare, provided such member continues to make appropriate contribution to the plan. Supplemental Medicare benefits shall be those benefits described in subsections 14.1, 14.2, 14.3 and 14.4 coordinated with Medicare benefits. For the purposes of supplemental Medicare benefits, Medicare shall be considered primary.

If a member or a dependent of a member becomes eligible for disability Medicare and is under age 65, he will become eligible for supplemental Medicare benefits, provided Medicare is the

primary carrier. If such member becomes eligible for such benefits up to age 65, provided

14.6 In connection with a member's covered injury, the physician's charges for medical verification of the injury shall be responsible for these charges.

14.7 If a member's benefit payments will be terminated and will be made only during the year in which the member's sickness to engage in his usual occupation terminates, the member's inability to engage in his usual occupation shall be the cause of the termination of his benefit payments. If the member's inability to engage in his usual occupation shall be the cause of the termination of his benefit payments, the member's benefit payments will be made coverage terminates. If the member's benefit payments will be made coverage terminates, the member's benefit payments will be made coverage terminates.

14.8 Covered members

(a) Services to be provided by the Unit

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**SECTION 15**  
**Optional Comprehensive Health Care Benefits**  
**15.1**

- (h) Services for cosmetic surgery or expenses incurred in connection therewith, except as required for the prompt repair of accidental injury or for improvement of the functioning of a malformed body member.
  - (i) Personal hygiene and convenience items such as, but not limited to, air conditioners, humidifiers or physical fitness equipment.
  - (j) Telephone consultations, charges for failure to keep a scheduled visit or charges for completion of a claim form.
  - (k) Services for diagnosis and/or treatment of:
    - (i) Weak, strained, unstable or flat feet; or
    - (ii) Any tarsalgia, metatarsalgia or bunion (except for operations which involve the exposure of bones, tendons or ligaments).
  - (l) Services for artificial insemination or in-vitro fertilization.
  - (m) Services for treatment of obesity, except for treatment of morbid obesity when weight is at least twice the ideal weight specified for frame, age, height and sex in the most recent Metropolitan Life Insurance Company's tables.
  - (n) Hospitalization services for conditions related to artistic disease of childhood, hyperkinetic syndromes, learning disabilities, behavioral problems, mental retardation or for hospitalization for environmental change.
  - (o) Services for custodial care, domiciliary care or rest cures.
  - (p) Services for hospital admissions primarily for physical therapy.
  - (q) Services for hospital admissions primarily for diagnostic studies.
  - (r) Services for the care of teeth and dental structures, except that benefits shall be provided for repair or injury to natural teeth sustained in an accident to the extent that such expense is not a covered expense under the dental benefits provided under Section 16 hereunder.
  - (s) Expenses incurred in connection with any of the following:
    - (i) Purchasing vitamins, minerals and food supplements;
    - (ii) Securing dietary or nutritional counseling of any kind; or
    - (iii) Engaging in a weight loss and/or exercise program of any kind.
  - (t) Effective April 1, 1991, optional comprehensive health care benefits, as described in this Section 15, shall be available for election by inactive members, retired members, widows and other qualified beneficiaries who elect continuation coverage pursuant to the provisions of subsection 13.4(a) hereunder. In order to elect continuation coverage of Section 15 optional comprehensive health care benefits, an inactive member, retired member, widow or other qualified beneficiary must choose Option C, as described in subsection 13.4(a).
  - (u) Effective April 1, 1991, any inactive member, retired member, widow or other qualified beneficiary who has elected continuation coverage under Option A or B, as set forth in subsection 13.4(a) hereunder, may elect to change such election and, in the alternative, choose Option C optional comprehensive health care continuation coverage, as described in subsection 13.4(a) hereunder, as of any April 1.
- Any election of continuation coverage under Option C, and any change in continuation coverage from Option A or Option B to Option C, shall be irrevocable, all as set forth in subsection 13.4(a) hereunder.
- Anything contained in the plan to the contrary notwithstanding, any inactive member, retired member, widow or other qualified beneficiary who elects continuation coverage of the optional

comprehensive health care benefits described in this Section 15 may not also elect continuation coverage of the dental benefits provided in Section 16 or the vision benefits provided in Section 17 hereunder.

**15.2** Eligible members and their dependents shall be covered for comprehensive major medical benefits as described below:

- (a) Usual, customary and reasonable charges for all eligible medical services will be covered after exclusion of the deductible, as described in subparagraph (c), at the rate of 80%, up to a maximum of \$10,000,000, provided, however, that after such eligible member or his dependent has incurred \$10,000 of expenses for major medical services, or \$30,000 for a family of four or more (but not to exceed \$10,000 of expenses for major medical services per person), in any plan year, any additional charges for major medical benefits as described in this Section 15 shall be covered at the rate of 100% for the remainder of such plan year.
- (b) Eligible expenses as described in subsections 15.3, 15.4 and 15.5, will be covered with the exception of the first \$500. The maximum deductible for a family of four or more will be \$1,500 (but not to exceed a maximum deductible of \$500 per person). The deductible must be incurred during the plan year.
- (c) The reimbursement for comprehensive major medical expenses, as described in this subsection 15.2, shall include all such expenses up to a maximum lifetime reimbursement of \$10,000,000 for each covered person. However, after a minimum of \$1,000 of such benefits has been received under the plan, the member or his dependent may reinstate the maximum amount by furnishing satisfactory evidence of insurability. In addition, if on any April 1 the benefits remaining to a member or his dependent are less than \$10,000,000, then these remaining benefits will automatically be increased by the lesser of \$1,000 or the amount necessary to increase these remaining benefits to \$10,000,000. When the maximum benefit has been received, additional benefits may be provided upon acceptance of proof of insurability.
- 15.3 Whenever the term "physician" appears in this Section 15, unless the context clearly appears to be otherwise, such terms shall mean a physician legally licensed to practice medicine and surgery, or any other legally licensed practitioner of the healing arts who renders services within the scope of the practitioner's license.
- A covered member and his dependents shall be reimbursed for hospital expenses incurred while confined in a "legally constituted and operated hospital" (as hereinafter defined) as a result of sickness or accident (except as limited in subsections 13.3 and 15.8), provided that such confinement was recommended and approved by a physician legally licensed to practice medicine and surgery. For this purpose, "sickness" shall include medically necessary hospitalization for detoxification as a consequence of chronic alcoholism or medically necessary hospitalization for the treatment of drug abuse. "Legally constituted and operated hospital" means an institution which is primarily engaged in providing diagnostic and therapeutic facilities for surgical and medical diagnosis, treatment and care of injured and sick persons by and under the supervision of a staff of physicians who are duly licensed to practice medicine, and which continuously provides 24 hour a day service by registered graduate nurses, and which is not, other than incidentally, a nursing home or a place for rest, for the aged, drug addicts or alcoholics; except that a specialized facility which provides alcohol detoxification services or necessary medical treatment for drug abuse, and which is recognized and approved by the Joint Commission on Accreditation of Hospitals of the state where the service is rendered, shall be considered a legal hospital and operated hospital for those particular sicknesses. Such hospital expenses shall be determined in the following manner:
  - (a) For hospital confinement as an inpatient, the following hospital services will be covered:
    - (i) Bed (two, three or four beds in a room, regardless of the hospital's classification) and board, including special diets.
    - (ii) General nursing service.
    - (iii) Use of operating, cystoscopic and recovery rooms and equipment
    - (iv) Oxygen and use of equipment for administration thereof.



- (v) Drugs and medications for use in the hospital.
  - (vi) Dressings and plaster casts.
  - (vii) Diagnostic services to include radiology, ultralaboratory and pathology; and electrocardic and other electronic diagnostic medical procedures.
  - (viii) Therapy services to include radiation treatments, physical therapy, respiration therapy, speech therapy, speech therapy, rendered and considered as a covered expense when necessary caused by an illness or injury. Speech therapy age of three is not considered a covered expense.
  - (ix) Anesthesia, anesthesia supplies and services in hospital.
  - (x) Administration of blood and blood processing.
- (b) For outpatient hospital care, the following services:
- (i) Surgery.
  - (ii) Treatment of accidental injury within 72 hours of emergency.
  - (iii) Medical emergency care within 48 hours of emergency.
  - (iv) Diagnostic services for radiology, ultrasound, pathology, ECGs, EEGs and other electronic diagnostic.
  - (v) Therapy services for radiation, chemotherapy treatments.
  - (vi) Substance abuse care for treatment of chronic when rendered by an alcoholism or drug abuse are available for up to 60 visits in each 12-month period.
- (c) Ambulance service for transportation by means of a porting the sick and injured. Ambulance service is limited to nearest hospital capable of providing the required treatment due to an accidental injury or sickness covered by the plan.
- 15.4 Eligible members and their dependents shall be covered for charges for expenses resulting from sickness or accident.
- 15.6 Other covered expenses shall include:
- (a) Professional services of a licensed physician in connection with diagnosed medical illness, including home and hospital medical visits.
  - (b) Professional services for an assistant surgeon.
  - (c) Prescription drugs.
  - (d) Non-custodial expenses incurred for outpatient professional services of a registered or licensed practical nurse. A note from the attending medical professional is required.
  - (e) Blood and blood derivatives to the extent not donated.
  - (f) Initial prosthetic devices (other than dental) which replace a body organ or replace all or part of the function of an internal organ, back or neck braces and trusses, and artificial legs, arms, hands, feet, and prosthetic devices as may be provided by a hospital, extended care facility, rehabilitation agency or public health agency.
- Replacement of prosthetic devices is not covered unless the process of a child, a change in physical condition, a change in an accidental injury.

(f) Speech therapy, rendered by a licensed therapist is considered as a covered expense when necessary to treat a speech deficit caused by an illness or injury. Speech therapy provided to children under the age of three is not considered a covered expense.

(g) Psychiatric benefits limited to service of a physician, psychologist or licensed clinical social worker licensed by the appropriate governmental authority for care in connection with the treatment of mental, psychoneurotic, or personality disorders.

15.6 The following major medical expenses will be covered at the rate of 100% of the usual, customary and reasonable charge, and will not be subject to the deductible set forth in subsection 15.2(b):

(a) Mammography based on the following schedule:

(i) Ages 35 - 39, two within five years.

(ii) Ages 40 - 49, one every two years.

(iii) Ages 50 and over, one every year.

(b) Pap smears, including physician's office visit, one every 12 months.

(c) Well-child examinations, immunizations and laboratory tests for dependents through age 18. Maximum number of visits per dependent is 18 at approximately the following age intervals: 1st office visit, 2 months, 4 months, 6 months, 9 months, 12 months, 15 months, 18 months, 2 years, 3 years, 4 years, 5 years, 6 years, 8 years, 10 years, 12 years, 14 years and 16 years.

15.7 Supplemental Medicare Benefits will be provided for a member who has extended coverage and has become eligible for Medicare, provided such member continues to make appropriate contribution to the plan. Supplemental Medicare benefits shall be those benefits described in subsections 15.2, 15.3, 15.4, 15.5 and 15.6 coordinated with Medicare benefits. For the purpose of supplemental Medicare benefits, Medicare shall be considered primary.

15.8 If a member or his dependent is totally disabled at the time his coverage terminates, benefit payments will be made solely for the illness or accident which caused the total disability, and will be made only during such continued disability until April 1 of the calendar year following the year in which the coverage terminates. The words "totally disabled" and "total disability," as used in this Section 15, mean, with respect to a member, an inability by reason of injury or sickness to engage in his regular or customary occupation, and, with respect to a dependent, an inability by reason of injury or sickness to engage in all of the normal activities of a person of like age and sex in good health. If a dependent is pregnant on the date when her coverage terminates, and if she incurs normal expenses as the result of such pregnancy, benefits will be paid as heretofore described in subsections 15.2, 15.3, 15.4 and 15.5 for covered charges incurred within nine months after the termination of coverage. If covered expenses are incurred for either the mother or the child as a result of any complications arising out of such pregnancy, benefit payments will be made until April 1 of the calendar year following the plan year in which the coverage terminates.

15.9 Covered members and their eligible dependents shall not be reimbursed for charges for:

- (a) Services for any occupational condition, ailment or injury arising out of and in the course of employment with a current or former employer for which the employer is responsible, or which are furnished to a member under the laws of the United States of America, or any state or political subdivision thereof.
- (b) Services resulting from care received in a veterans' facility or a hospital operated by the United States of America.
- (c) Services resulting from diseases or injuries received in declared or undeclared war.
- (d) Services incurred as a result of an ordinary physical examination, provided, however, that certain physical examination expenses may be reimbursed under the provisions of subsection 15.6(c).
- (e) Services incurred for the examination or prescription or fitting of eye glasses or hearing aids.

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(f) Services which are not medically necessary, as determined by the pension committee.

(g) Services not related to the treatment of an illness or injury, or services by suppliers not specifically listed as covered medical services herein.

(h) Services rendered by other than hospitals, physicians, and other providers, including services provided by an individual of the member's immediate family.

(i) Services which are experimental in nature, or for the purpose of medical research.

(j) Services provided or made available by a government unit.

(k) Services for an illness or injury sustained as a result of any act of war.

(l) Services for which payment has been made under Medicare, or would have been made if a member had applied for Medicare and claimed Medicare benefits.

(m) Services rendered by a medical or dental department or clinic maintained by or on behalf of an employer, mutual benefit association, labor union, trust or similar person or group.

(n) Services for cosmetic surgery or expenses incurred in connection therewith, except as required for the prompt repair of accidental injury or for the improvement of the functioning of a malformed body member.

(o) Personal hygiene and convenience items such as, but not limited to, air conditioners, humidifiers or physical fitness equipment.

(p) Telephone consultations, charges for failure to keep a scheduled visit or charges for completion of a claim form.

(q) Services for diagnosis and/or treatment of:

(i) Weak, strained, unstable or flat feet; or

(ii) Any tarsalgia, metatarsalgia or bunion (except for operations which involve the exposure of bones, tendons or ligaments).

(r) Services for artificial insemination or in-vitro fertilization.

(s) Services for treatment of obesity, except for treatment of morbid obesity when weight is at least twice the ideal weight specified for frame, age, height and sex in the most recent Metropolitan Life Insurance Company's tables.

(t) Hospitalization services for conditions related to autistic disease of childhood, hyperkinetic syndromes, learning disabilities, behavioral problems, mental retardation or for hospitalization for environmental changes.

(u) Services for custodial care, domiciliary care or rest cures.

(v) Services for hospital admissions primarily for physical therapy.

(w) Services for hospital admissions primarily for diagnostic studies.

(x) Care of teeth and dental structures, except that benefits shall be provided for repair of injury to natural teeth sustained in an accident.

(y) Expenses incurred in connection with any of the following:

- (i) Purchasing vitamins, minerals and food supplements;
- (ii) Securing dietary or nutritional counseling of any kind; or
- (iii) Engaging in a weight loss and/or exercise program of any kind

## SECTION 16

### Dental Benefits

16.1 A covered member and his dependents shall be reimbursed for usual, customary and reasonable expenses for covered dental charges incurred while eligible for dental benefits hereunder, provided that the treatment which incurred such charges was recommended and

approved by a physician legally licensed to practice medicine and surgery or a doctor of dental surgery or a doctor of medical dentistry. Such covered dental charges shall be determined in the following manner:

- (a) 100% for dental charges incurred during the plan year for routine oral examinations, including diagnosis, X-rays and prophylaxis, but limited to not more than two routine oral examinations for the same covered person during a plan year.
- (b) 80% of the following covered dental charges:
  - (i) Extractions, fillings, inlays, crowns, root canal therapy and periodontal treatment.
  - (ii) Oral surgery.
  - (iii) The initial installation of, or addition to, full or partial dentures or fixed bridge work.
  - (iv) The repair or alteration of full or partial dentures or fixed bridge work.
  - (v) Orthodontic appliances and treatment, limited to one course of orthodontic treatment per individual.
  - (vi) Drugs which can be dispensed by a licensed pharmacist only upon a prescription by a dentist or physician.
- (c) Covered dental charges shall exclude the portion of any charge referred to in this subsection 16.1 which exceeds the usual and customary charge for, or the fair and reasonable value of, the service, supply or treatment for which the charge is made.
- (d) A "treatment plan," as defined in subsection 16.4, with respect to orthodontic treatment or fixed bridge work, may be submitted to the insurance company within 30 days following the examination which reveals the need for such orthodontic treatment or fixed bridge work. The insurance company may require the submission of a treatment plan in any other instance, and when requested such "treatment plan" must be submitted within 20 days after request by the insurance company for such "treatment plan."
- (e) Covered dental charges shall not include expenses:
  - (i) For treatment, where the member has previously incurred the same or similar treatment, by the same or a different dentist or physician, with respect to the same tooth or teeth or the same dental area.
  - (ii) For services, supplies, or treatment which were not prescribed as necessary by a dentist or physician.
  - (iii) For services, supplies or treatment in a Veterans' Administration Hospital, or which in the absence of insurance would have been furnished without cost, or no legal obligation to pay, or if the expenses are reimbursable by any local or other governmental agency; or
  - (iv) For services, supplies or treatment incurred on account of:
    - (A) War, declared or undeclared, including armed aggression;
    - (B) Services, supplies or treatment received from a dental or medical department maintained by an employer;
    - (C) Dentistry for cosmetic purposes, including the alteration or extraction and replacement of sound teeth for the purpose of changing appearance;
    - (D) Athletic mouthguards;
    - (E) Duplicate prosthetic appliances;
    - (F) Tooth implants and attachments;
    - (G) Oral hygiene, dietary plaque control and other educational programs;

(H) Services to be covered and in the event of a loss under the 1st subdivision

16.2 Covered dental charges, payable on account of charges in maximum limit of \$5,000 per person

16.3 If a member's or dependent's dental work which commenced prior to the date of dental care benefits in the 1st subdivision

- (a) When a tooth or teeth inlays, onlays or gold supply is given within 180 days after coverage is terminated
- (b) When the impression for a tooth is covered and the work is completed within 180 days after coverage is terminated
- (c) When a "course of orthodontic treatment" is covered and the work is completed within 180 days after coverage is terminated
- (d) When a "course of orthodontic treatment" is covered and the work is completed within 180 days after coverage is terminated
- (e) When accidental injury services and supplies are covered

16.4 The term "treatment plan" shall mean a written plan of treatment prepared by a dentist or physician in connection with the examination of such person and the diagnosis of such examination and the treatment, defect or accident causing injury

The term "course of orthodontic treatment" shall mean a series of orthodontic treatments on the day of the first orthodontic examination and ceases on the day of the last orthodontic examination, provided, however, that success commencing while he is eligible for dental treatment unless the successful termination of the immediately preceding treatment

**SECTION 17  
Vision Benefits**

17.1 A covered member and his dependent shall be eligible for dental care benefits under the 1st subdivision of this section

17.2 A covered member and his dependent shall be eligible for dental care benefits under the 1st subdivision of this section

17.3 A covered member and his dependent shall be eligible for dental care benefits under the 1st subdivision of this section

17.4 Covered expenses do not include the cost of contact lenses, but not the cost of prescription change or break

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**SECTION 18**  
**Optional Severan**

**18.1** Each inactive member who has rendered service to the organization prior to the date of election for optional severance shall be eligible for optional severance allowance on the date on which a member becomes inactive.

**18.2** An election to receive optional severance shall become effective as of the date of election if the member last rendered service to the organization prior to the date that the member does not again render service to the organization.

**18.3** A vested member who has been elected to a lump sum distribution shall be eligible for optional severance allowance as he may elect. The amount of the allowance shall be the lesser of: (a) the member's vested benefit; or (b) the amount of the member's benefit as of the date of election.

**18.4** When a member's benefit is payable to him for optional severance, the amount of the benefit shall be reduced by the actuarial value of the member's unvested benefit as of the date of election.

**18.5** In the event that a member is eligible for optional severance under the plan, the member shall be deemed to have elected to receive optional severance unless the member notifies the organization in writing within the time period specified in the plan documents.

**18.6** When a member is eligible for optional severance, the member shall be deemed to have elected to receive optional severance unless the member notifies the organization in writing within the time period specified in the plan documents.

**18.7** A member who has been elected to a lump sum distribution shall be eligible for optional severance allowance as of the date of election. The amount of the allowance shall be the lesser of: (a) the member's vested benefit; or (b) the amount of the member's benefit as of the date of election.

**18.8** An election to receive optional severance shall become effective as of the date of election if the member last rendered service to the organization prior to the date that the member does not again render service to the organization.



**SECTION 25**

**Merger or Consolidation of the Plan**

There shall be no merger or consolidation of the plan with, or transfer of assets to, the plan to, any other plan unless each member of the plan would if the plan were to receive a benefit immediately after the merger, consolidation or transfer which is greater than the benefit he would have been entitled to receive immediately before consolidation, or transfer if the plan had then been terminated. The foregoing provisions of Section 25, however, shall apply to the plan, as a multiemployer plan, only to the extent determined by the Pension Benefit Guaranty Corporation.

**SECTION 26**

**Miscellaneous**

**26.1** Words in the masculine gender include the feminine and neuter genders and includes the singular, and the singular includes the plural.

**26.2** The plan shall be construed under the laws of the State of New York, or to the extent superseded by Federal law.

**26.3** When in the operation of this plan it is necessary to determine an "actuarial equivalent" or an "actuarial equivalent," such determination shall be made using the mortality table in the basic Union Pension 1984 Mortality Table with a four year set back in age. Age determined in full years and completed months. Benefits which cannot commence in an immediate annuity shall be assumed to be payable only at normal retirement date. A benefit is to be paid in the form of an annuity, the interest rate to be used shall be a rate of 7% for fixed benefits and 4-1/2% for variable benefits, but in no event, greater than the rate published by the Pension Benefit Guaranty Corporation for an immediate annuity.

**26.4** All optional supplemental contributions made to the plan, in accordance with the provisions allowing for such contributions, shall be governed by the terms of the Major League Baseball Players Benefit Plan as in effect immediately prior to April 1, 1984.

**26.5** The plan provisions as in effect immediately prior to this April 1, 1986 amendment shall remain in effect for those members who are not actively employed at any time after such date to the extent consistent with applicable law.

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that, unless each of the parties agrees otherwise, any such a employer club under the Plan, shall obtain a tax ruling of applying for federal income tax purposes the inclusion of such ad the Plan.

**7. Effect of Agreement**

The execution of this Agreement shall not be deemed to cha Clubs or the players with respect to the funding of the Plan (ex Paragraphs of this Agreement) or with respect to radio ar obligations existed immediately after the execution of the Agre Players Benefit Plan of January 1, 1967.

**8. Term**

This Agreement (except for the Plan) shall terminate on Man

**9. Arbitration**

Any dispute between the parties hereto which is limited to have used their best efforts to cause the Plan to be amended hereof may be referred to arbitration at the request of either request for arbitration of such dispute the parties shall select unable to agree upon an arbitrator within sixty days after a res Arbitration Association will be requested to select the arbitrat shall be binding upon the parties and the fees and expenses of half by the Clubs and one-half by the Association. Nothing her rights of the parties to resort to legal procedures and remedies, i arise as to the meaning or application of any provision of this reserve to arbitration hereby.

**10. Distribution of Agreement**

The Pension Committee will distribute copies of this Agree Plan and to all new members.

**11. Counterparts**

This Agreement may be executed in any number of count deemed an original, and such counterparts shall constitute but

**12. Execution**

This Agreement is executed by the undersigned acting solely i capacities and not in their individual capacities.



IN WITNESS WHEREOF, the parties have caused this Plan to be executed, effective the first day of April 1996, unless otherwise specified, but executed this \_\_\_\_\_, 1997.

**THE AMERICAN LEAGUE OF PROFESSIONAL BASEBALL CLUBS  
AND THE NATIONAL LEAGUE OF PROFESSIONAL BASEBALL CLUBS**

By: \_\_\_\_\_  
Major League Baseball Player Relations Committee  
Randy L. Levins, Chief Labor Negotiator

By: \_\_\_\_\_  
Major League Baseball Player Relations Committee  
John Westhoff, Associate Counsel

**MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION**

By: \_\_\_\_\_  
Donald M. Fehr, Executive Director and General Counsel

By: \_\_\_\_\_  
Eugene O. Orza, Associate General Counsel

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1.3 Plan, References in the Baseball Players Benefit Plan, the Major League Base the Code and exempt from Welfare Plan (tax-exempt un

The Committee shall be res the Trust Fund, the Pension of Section 401(a) of the Code is a "named fiduciary" (as a Retirement Income Security A authorized under the Plan to such Member, for conveyanc -ERISA Section 404(c) Plan" authorized to provide investin, for conveyance to the Trustee, Code; (ii) the Pension Plan is Department to pool its funds; i mingled for investment purpos the Trust Fund whether or not (v) the Plan does not prohibit it recordkeeping services as de responsible for carrying out Ma

1.4 Appointment of Recordi responsible for carrying out f Committee has appointed Rec maintaining Member accounts are to be allocated to the invest for disbursements from or than the Investment Plan, for distri the Investment Plan, and for dis

1.5 No Trustee Duty Regard require payment of any contribu Trust Fund is in compliance wa made to it is computed in acco sible for the adequacy of the Tru Trustee explicitly disclaims its ro Trust Fund and, without limiting ensure that contributors require

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continue the Plan and the Trust, the Trust Fund shall be paid out by the Trustee when directed by the Committee. Notwithstanding the foregoing, the Trustee shall not be required to pay out any assets of the Trust Fund upon termination of the portion of the Trust attributable to the Pension Plan until the Trustee has received written certification from the Committee: (i) that all provisions of law with respect to such termination have been complied with; and (ii) (after the Trustee has made a determination of the fair market value of the Plan's assets) that the Plan's assets are sufficient to discharge when due all obligations of the Plan required by law. The Trustee shall rely conclusively on such written certification, and shall be under no obligation to investigate or otherwise determine its propriety.

**13.2 No Reversion; Distribution Upon Termination.** If the Trust is terminated, the Trustee upon written direction of the Committee shall liquidate the Trust Fund to the extent required for distribution and, after its final account has been settled as provided in Section 9, shall distribute the net balance thereof to such person or persons, at such time or times and in such proportions and manner as may be directed by the Committee, or in the absence of such direction, as may be directed by a judgment or decree of a court of competent jurisdiction, provided that upon termination of the Welfare Plan, the assets of the Insurance Fund shall be distributed to the Members or applied to the purchase of one or more insurance contracts to provide Life Insurance, Health Care, Dental or Vision benefits to Members and their Beneficiaries, upon the written direction of the Committee, as provided in the Plan. Upon termination of the Pension Plan and if, after satisfaction of all liabilities with respect to members of the Plan, there remains, upon the trust's assets, a surplus exists in the Trust Fund because of an actuarial error, such surplus shall be distributed in accordance with the written direction of the Committee. Upon making such distributions, the Trustee shall be relieved from all further liability. The powers of the Trustee hereunder shall continue so long as any assets of the Trust Fund remain in its hands.

Except as provided herein, no portion of the principal or the income of the Trust Fund shall revert to or be recoverable by the employers that have contributed to the Plan or ever be used for or diverted to any purpose other than for the exclusive benefit of Members in the Plan and persons claiming under or through them pursuant to the Plan, provided, however, that:

- (a) all contributions are conditioned upon the deductibility of the contributions under Section 404(a) of the Code, and, to the extent determined to be nondeductible, the Trustee shall, upon written request of the Committee, return such amount as may be permitted by law as directed by the Committee within one year after the determination of nondeductibility or within such other period as is permitted by applicable law; and
- (b) if a contribution or any portion thereof is made by a mistake of fact, the Trustee shall, upon written request of the Committee, return such amount as may be permitted by law within one year after the date of payment to the Trustee or within such other period as is permitted by applicable law; and
- (c) in the event that the Pension Plan is terminated, assets of such Plan may be returned to the employers as directed by the Committee if all Pension Plan liabilities to Members and Beneficiaries of such Plan have been satisfied; and
- (d) assets may be returned to the contributing employers to the extent that the law permits such transfer.

The Trustee shall be under no obligation to return any part of the Trust Fund as provided in this Section 13.2 until the Trustee has received a written certification from the Committee that such return is in compliance with this Section 13.2, the Plan and the requirements of applicable law. The Trustee shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

**14. MISCELLANEOUS.**

**14.1 Governing Law.** To the extent not inconsistent with ERISA, as hereinafter or hereinafter amended, the provisions of this Trust Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The Committee hereby submits to the jurisdiction of the State and Federal Courts located in the Commonwealth of Massachusetts including any appellate courts thereof.

**14.2 Non-Assignment of Benefits.** Except as specifically provided in the Plan, no benefit to which a Member or his beneficiary is or may become entitled under the Plan shall at any time be

subject in any manner to any proceeding, claim, suit or action of any kind, in any court of law or equity, or in any manner to transfer, assignment, or encumbrance of any kind, in whole or in part thereof, and the Trustee shall continue to be bound by the laws of the Commonwealth of Massachusetts.

**14.4 No Guaranty.** The Trustee shall not be liable for any loss or depreciation of the Plan or the assets of the Plan.

**14.5 Duty to Furnish Information.** The Trustee shall furnish to each Member and to each Beneficiary a copy of the Trust Agreement and all other documents relating to the Plan.

**14.6 Withholdings.** The Trustee shall withhold any amount payable to or for the benefit of any Member or Beneficiary under the Plan or the Record-keeping of the Plan to the extent required by law.

**14.7 Parties.** The Trust Agreement shall be binding upon all Members and Beneficiaries of the Plan as if they were parties thereto.

**14.8 Necessary Proceedings.** The Trustee shall initiate any proceedings that may be necessary to enforce the provisions of the Trust Agreement.

**14.9 Unclaimed Benefits.** The Trustee shall make every effort to identify and locate any unclaimed benefits payable to or for the benefit of any Member or Beneficiary of the Plan.

**14.10 Governing Law.** The provisions of this Trust Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**14.11 References.** All references to "the Plan" shall mean the Plan as amended from time to time.


**14.12 Headings.** The headings of the sections of this Trust Agreement are for convenience of reference only and shall not be construed to limit or expand the scope of the provisions of this Trust Agreement.

**14.13 No Liability.** The Trustee shall not be liable for the actions of any third party.

**14.14 Counterparts.** This Trust Agreement may be executed in counterparts, each of which shall constitute a copy of the same, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers or members as of the day and year first above written.

ATTEST: Major League Baseball Players Pension Committee

BY: 

TITLE: Union President

BY: G.S. Celi

TITLE: Past Representative

ATTEST: STATE STREET BANK AND TRUST COMPANY



BY:   
Vice President