

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

RESOLUTION NO. 05-024

A RESOLUTION APPROVING AMENDMENT 05-A TO THE ALAMEDA-CONTRA COSTA TRANSIT DISTRICT EMPLOYEES' RETIREMENT PLAN TO PROVIDE A 2005 VOLUNTARY SPECIAL EARLY RETIREMENT PROGRAM

WHEREAS, the Alameda-Contra Costa Transit District Board of Directors (the District) is authorized by Public Utilities Code sections 25301 and 25361 to establish a retirement system; and

WHEREAS, the District has created a retirement system known as the AC Transit Employees' Retirement Plan (the Plan); and

WHEREAS, the Plan may be amended by the District's Board of Directors; and

WHEREAS, due to the District's ongoing effort to improve its financial condition, the General Manager has proposed an amendment to the Plan to provide for a 2005 Voluntary Special Early Retirement Program (the Program) to provide an enhancement to the retirement benefits payable under the Plan to eligible participants who voluntarily elect, by July 1, 2005, early retirement benefits under the Program, and who terminate employment with the District pursuant to that election by the dates specified in the Program; and

WHEREAS, the District Board of Directors approved in concept the principles of the proposed amendment, subject to the preparation of the appropriate plan amendment, review of the amendment by the affected parties and review and recommendation by the Retirement Board; and


WHEREAS, the necessary amendment has been prepared, reviewed by the affected parties and recommended for approval by the Retirement Board;

NOW, THEREFORE, the Alameda-Contra Costa Transit District Board of Directors does resolve as follows:

SECTION 1. Approves Amendment 05-A to the Plan to implement the 2005 Voluntary Special Early Retirement Program as more specifically set forth in Exhibit A, attached and incorporated in this resolution by reference as if fully set forth in this resolution.

SECTION 2. This resolution shall become effective immediately upon its passage by four affirmative votes of the Board of Directors.

RESOLUTION NO. 05-024 WAS PASSED AND ADOPTED this 15th day of June 2005.



Joe Wallace, President

Attest:



Rose Martinez, District Secretary

I, Rose Martinez, District Secretary for the Alameda-Contra Costa Transit District, certify that the foregoing Resolution was passed and adopted at a Regular Meeting of the Board of Directors held on the 15th day of June 2005, by the following roll call vote:

AYES: Directors Peeples, Bischofberger, Jaquez, Hayashi, Kaplan
Vice President Harper, President Wallace
NOES: None
ABSENT: None
ABSTAIN: None



Rose Martinez, District Secretary

Approved As To Form:



Kenneth C. Scheidig, General Counsel

AMENDMENT 05-A

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

2005 VOLUNTARY SPECIAL EARLY RETIREMENT PROGRAM

SECTION 1. ESTABLISHMENT AND PURPOSE

This Appendix A sets out the 2005 Voluntary Special Early Retirement Program (the "Program") for the AC Transit Employees' Retirement Plan (the "Plan"). The Program is effective beginning June 21, 2005, and will terminate at the close of business on July 15, 2005. The sole purpose of the Program is to provide an enhancement of the retirement benefits payable under the Plan to Eligible Participants who terminate employment with the District on or before August 1, 2005. The Program is a part of the Plan and will be administered in accordance with the Plan's provisions, except as provided below. Capitalized terms used in the Program and not defined below have the same meaning as in the Plan.

SECTION 2. DEFINITIONS

- (a) "Eligible Participant" means a Participant who meets all of the following conditions:
- (i) on the day before the Voluntary Retirement Date, the Participant is a Non-Represented Employee and a Maintenance Superintendent;
 - (ii) the Participant is age 58 or older on May 4, 2005; and
 - (iii) the Participant is Vested on his or her Voluntary Early Retirement Date.
- (b) "Maintenance Superintendent" means a person who is classified by the District as a maintenance superintendent.
- (c) "Voluntary Early Retirement Date" means an Eligible Participant's retirement date for purposes of the Program. See section 4.

SECTION 3. ELIGIBILITY & PARTICIPATION

- (a) Eligibility. Only Eligible Participants are eligible to participate in and receive benefits under the Program. Participation in the Program is voluntary, and each Eligible Participant may, but need not, elect early retirement pursuant to the Program.

- (b) **Participation.** In order to receive benefits under the Program, an Eligible Participant must: (i) formally elect to retire under the Program by filing the requisite election form(s) with the Retirement Board specifying a Voluntary Early Retirement Date; and (ii) follow all other procedures as may be required by the Retirement Board for early retirement under the Program. The election form(s) must be received before the Eligible Participant's anticipated Voluntary Early Retirement Date, but in no event later than July 15, 2005.
- (c) **Revocation of Election.** An Eligible Participant who elects early retirement under the Program may revoke his or her election by providing, no later than the Eligible Participant's Voluntary Early Retirement Date, written notice to the Retirement Board. In addition, if an Eligible Participant who elects to retire under the Program remains employed by the District on his or her Voluntary Early Retirement Date, the Eligible Participant's early retirement election will be automatically revoked.
- (d) **Employment Status.** Nothing in this Program will affect the District's classification of an Eligible Participant for payroll or other purposes, nor will this Program confer any rights to the Eligible Participant to remain an employee of the District.

SECTION 4. VOLUNTARY EARLY RETIREMENT DATE

An Eligible Participant may elect a Voluntary Early Retirement Date of either July 1 or August 1, 2005.

SECTION 5. ENHANCED BENEFITS

An Eligible Participant who retires under this Program will receive the following enhanced benefits:

- (a) If the Eligible Participant is age 58 on the Voluntary Early Retirement Date, his or her Monthly Average Earnings will be determined as if the Eligible Participant is age 60 on that date.
- (b) If the period between an Eligible Participant's most recent employment anniversary date and his or her Voluntary Early Retirement Date spans 11 or fewer months, then any full calendar months of Service completed by the Eligible Participant during that period will be included in the Eligible Participant's Years of Service, with each such full calendar month of Service treated as 1/12 of a Year of Service.
- (c) A monthly benefit commencing on the Voluntary Early Retirement Date, payable as provided in Article V of the Plan. The amount of the benefit will be determined under the following formula(s) (instead of under Article IV of the Plan), as applicable to the Eligible Participant based on his or her age on the Voluntary Early Retirement Date:

Participant's Age on Voluntary Early Retirement Date	<u>Monthly Benefit</u>
58 - 62	<p>(1) Up to and through the month preceding the first full month in which the Participant is age 62:</p> <p style="text-align: center;">2.25% x Monthly Average Earnings x Years of Service</p> <p>(2) From and including the first full month in which the Participant is age 62:</p> <p style="text-align: center;">2.5% x Monthly Average Earnings x Years of Service</p>
63 or 64	2.5% x Monthly Average Earnings x Years of Service

- (d) **Age Determination.** As illustrated in the benefit table set out above, an Eligible Participant's age on the first day of a month will be treated as his or her age for that month. For example, if an Eligible Participant attains age 63 on June 1, he or she will be treated as age 63 for that month, with the monthly benefit determined accordingly. But if the Eligible Participant attains age 63 on June 5, or any day in June after June 1, the Eligible Participant will be treated as age 62 for that month, and as age 63 for the next month, with the monthly benefit determined accordingly.

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

RESOLUTION NO. 05-032

**A RESOLUTION AMENDING THE ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
EMPLOYEES' RETIREMENT PLAN TO REFLECT CHANGES TO NON-
REPRESENTED EMPLOYEES AND THE BOARD OFFICERS**

WHEREAS, the Alameda-Contra Costa Transit District Board of Directors (the District) is authorized by Public Utilities Code sections 25301 and 25361 to establish a retirement system; and

WHEREAS, the District has created a retirement system known as the AC Transit Employees' Retirement Plan (the Plan); and

WHEREAS, the Plan has been amended from time to time; and

WHEREAS, the Board of Directors, during a labor relations closed session held in conjunction with the Board's July 20, 2005 meeting, considered a recommendation from the General Manager to amend the Plan for unrepresented employees, not including the Board Officers, to provide an enhanced retirement benefit and an incentive for earlier retirement of unrepresented employees than otherwise would occur under the Plan; and

WHEREAS, the District Board of Directors approved in concept the principles of the proposed amendment, subject to the preparation of the appropriate plan amendment, review of the amendment by the affected parties and review and consideration of the amendment by the Retirement Board. In addition, the Board directed that the amendment include the Board Officers in order to avoid further piecemeal amendments to the Plan as has occurred in the past; and

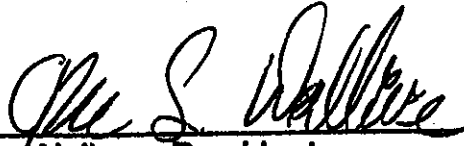
WHEREAS, the necessary amendment was prepared, reviewed by the District staff and reviewed by the Retirement Board, who had no comments on the proposed language of the proposed amendment;

NOW, THEREFORE, the Alameda-Contra Costa Transit District Board of Directors does resolve as follows:

SECTION 1. Approves the amendments to the Plan, effective as of July 1, 2005, as more specifically set forth in Exhibit A, attached and incorporated in this Resolution by reference as if fully set forth in this Resolution.

SECTION 2. This Resolution shall become effective immediately upon its passage by four affirmative votes of the Board of Directors.

RESOLUTION NO. 05-032 WAS PASSED AND ADOPTED this 17th day of August, 2005.



Joe L. Wallace, President

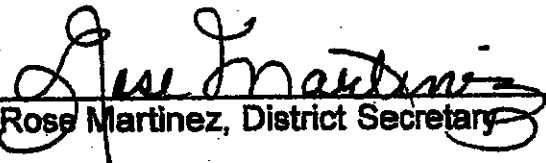
Attest:



Rose Martinez, District Secretary

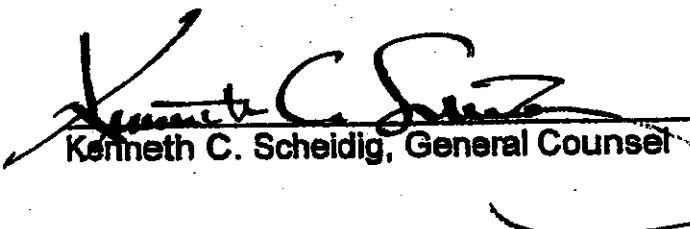
I, Rose Martinez, District Secretary for the Alameda-Contra Costa Transit District, certify that the foregoing Resolution was passed and adopted at a Special Meeting of the Board of Directors held on the 17th day of August 2005, by the following roll call vote:

Ayes: Directors Bischofberger, Peeples, Jaquez, Hayashi, Kaplan,
Vice President Harper, President Wallace – 7
Noes: None – 0
Abstain: None – 0
Absent: None – 0



Rose Martinez, District Secretary

Approved As To Form:



Kenneth C. Scheidig, General Counsel

AMENDMENT 05-B

**AC TRANSIT DISTRICT RETIREMENT BOARD
AC TRANSIT EMPLOYEES' RETIREMENT PLAN**

**AMENDMENTS TO REFLECT CHANGES TO
NON-REPRESENTED EMPLOYEES & BOARD OFFICERS**

The AC Transit Employees' Retirement Plan (the "Plan") hereby is amended as set forth below, effective as of July 1, 2005. Capitalized terms not defined in the amendments below ("Amendments") have the same definitions as in the Plan.

1. Notwithstanding anything to the contrary, these Amendments specifically apply only with respect to Participants who are otherwise eligible for Benefits and whose Retirement Date is on or after July 1, 2005.

2. Section 1.30 of the Plan, entitled "Monthly Average Earnings," is restated in its entirety to read as follows:

1.30 "Monthly Average Earnings" means the greater of (a) or (b) below:

(a) The monthly average of an Employee's Compensation during the last 60 months of employment with the District (36 months, in the case of an Eligible Age Employee), subject to the following:

(i) If an Employee worked less than one-half of a month during the 60-month or 36-month calculation period, as applicable, each such month (and Compensation, if any, for that month) will be excluded in calculating the monthly average of the Employee's Compensation.

(ii) For purposes of the 60-month calculation, no fewer than 30 months will be used in calculating the monthly average of the Employee's Compensation; for purposes of the 36-month calculation, no fewer than 18 months will be used in calculating the monthly average of the Employee's Compensation.

(iii) If an Employee has not worked the applicable minimum number of months specified in paragraph (ii) above, then the monthly average of that Employee's Compensation for purposes of this Section 1.30(a) will equal:

(1) the monthly average of the Employee's Compensation during the last 30 months (18 months in the case of an Eligible Age Employee) preceding his or her termination of employment in which the Employee worked at least one-half of a month, or

(2) if the Employee has not completed at least 30 months (18 months in the case of an Eligible Age Employee) of employment in which he or she worked at least one-half month, the monthly average of the Employee's Compensation during every month of employment in which he or she worked at least one-half of a month.

(b) The monthly average earnings of the five calendar years (three calendar years, in the case of an Eligible Age Employee) in which an Employee's Compensation was its highest, as calculated by dividing (1) the Employee's total Compensation for such years, by (2) the number of months during the five- or three-year period. For this purpose, this calculation will exclude any month during the three- or five-year period in which the Employee worked less than a half-month, and will also exclude any Compensation for that month. In addition, no more than one complete calendar year in which the number of months taken into account is less than six will be included in the calculation.

(c) For purposes of Section 1.30(a) and (b), a "half month" means:

(i) Salaried Employees

For salaried Employees, a half month is defined by pay. For example, for an Employee whose monthly salary is \$2,000, a half month is a month in which he or she earns \$1,000.

(ii) Hourly Employees

For hourly employees, half months are defined by the number of working hours in a month. In order to complete a half-month of employment, a full-time hourly employee must work half of the total working hours in that month, and a part-time hourly employee must work $\frac{1}{4}$ of that month's total working hours.

(d) For purposes of Section 1.30(a) and (b), "Eligible Age Employee" means an Employee who is:

(i) age 60 or older on the effective date of his or her Retirement; and a member of the collective bargaining unit represented by AFSCME, or

- (ii) age 50 or older on the effective date of his or her Retirement and a Non-Represented Employee.

(e) For purposes of this Section 1.30, any accumulated vacation or sick leave pay not paid to an Employee pursuant to his or her absence from work due to vacation or sick leave while an Employee, respectively, will not be counted in determining Monthly Average Earnings; provided, however, that any such amounts paid to Employees who are members of the bargaining unit represented by ATU will be counted in determining Monthly Average Earnings to the extent such amounts are attributable to accumulated casual vacation and do not exceed two weeks worth of payments per calendar year.

(f) If an Employee has completed any period of part-time employment with the District that is taken into account under Section 1.46(a), then for purposes of the calculation of Monthly Average Earnings in Section 1.30(a) and (b), any Compensation earned by such Employee for such period will be converted into the amount that the Employee would have earned on a full-time basis.

3. Section 4.1 of the Plan, entitled "Service Retirement Benefit," is amended by restating subsection (b) thereof in its entirety to read as follows:

(b) AFSCME Retirement Benefits. An eligible Participant who, at the time of his or her termination of employment with the District, is a member of the bargaining unit represented by the AFSCME, will be entitled to a monthly Benefit set forth in subsection (i), (ii) or (iii) below, as applicable, calculated as of the date payment of such Benefit commences:

- (i) On or after age 55:
 $2\% \times \text{Monthly Average Earnings} \times \text{Years of Service}$.
- (ii) On or after age 60:
 $2.25\% \times \text{Monthly Average Earnings} \times \text{Years of Service}$.
- (iii) On or after age 65:
 $2.5\% \times \text{Monthly Average Earnings} \times \text{Years of Service}$.

4. Section 4.1 of the Plan, entitled "Service Retirement Benefit," is further amended by inserting the following new subsection (c) to the end thereof:

(c) Non-Represented Employee Retirement Benefits. An eligible Participant who, at the time of his or her termination of employment with the District, is a Non-Represented Employee, will be entitled to a monthly Benefit set forth in subsection (i), (ii), (iii), (iv), (v) or (vi) below, as applicable, calculated as of the date payment of such Benefit commences:

- (i) On or after age 50:
2% x Monthly Average Earnings x Years of Service.
- (ii) On or after age 51:
2.1% x Monthly Average Earnings x Years of Service.
- (iii) On or after age 52:
2.2% x Monthly Average Earnings x Years of Service.
- (iv) On or after age 53:
2.3% x Monthly Average Earnings x Years of Service.
- (v) On or after age 54:
2.4% x Monthly Average Earnings x Years of Service.
- (vi) On or after age 55:
2.5% x Monthly Average Earnings x Years of Service.

5. Section 4.2 of the Plan, entitled "Disability Retirement Benefit," is amended by restating subsection (d) thereof in its entirety to read as follows:

(d) A Participant may elect, at the time and in the manner required by the Board, to convert his or her Disability Retirement Benefit to a Service Retirement Benefit within the six-month period following the Participant's attainment of one of the following ages, as applicable:

(i) age 65, unless either of subsections (ii) or (iii) below applies to the Participant;

(ii) age 55, but only if the Participant's employment with the District terminates on or after;

- (1) July 1, 1997, in the case of a Participant who is a member of the bargaining unit represented by ATU;
- (2) July 1, 1998, in the case of a Participant who is a Non-Represented Employee and whose District employment terminates before June 1, 2005;
- (3) July 1, 1998, in the case of a member of the bargaining unit represented by AFSCME; or
- (4) January 1, 1999, in the case of a Participant who is a member of the bargaining unit represented by IBEW.

(iii) age 50, but only if the Participant's employment with the District terminates on or after June 1, 2005 and the Participant is a Non-Represented Employee.

6. Section 4.3 of the Plan, entitled "Deferred Vested Benefit," is amended by restating subsection (a) thereof in its entirety to read as follows:

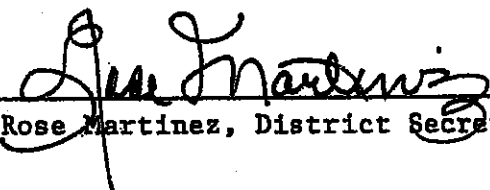
(a) With respect to a New Deferred Vested Participant:

(i) ATU & IBEW Deferred Vested Retirement Benefits. A New Deferred Vested Participant who is a member of the bargaining unit represented by ATU or IBEW at the time his or her employment with the District terminates, and who terminates employment for a reason other than Disability, will be entitled to receive the Benefit described in Section 4.1(a)(i) after he or she has attained age 55. If no election is made to receive such Benefit, the New Deferred Vested Participant will be entitled to receive the Benefit described in Section 4.1(a)(ii) upon his or her attainment of age 65.

(ii) AFSCME Deferred Vested Retirement Benefits. A New Deferred Vested Participant who is a member of the bargaining unit represented by AFSCME at the time his or her employment with the District terminates, and who terminates employment for a reason other than Disability, will be entitled to receive the Benefit described in Section 4.1(b)(i) or (ii), whichever is applicable, after he or she has attained the age specified in that Section for payment of that Benefit. If no election is made to receive the Benefit described in Section 4.1(b)(i) or (ii), as applicable, the New Deferred Vested Participant will be entitled to receive the Benefit described in Section 4.1(b)(iii) upon his or her attainment of age 65.

(iii) Non-Represented Employee Deferred Vested Retirement Benefits. A New Deferred Vested Participant who is a Non-Represented Employee at the time his or her employment with the District terminates, and who terminates employment for a reason other than Disability, will be entitled to receive the Benefit described in Section 4.1(c)(i), (ii), (iii), (iv) or (v), whichever is applicable, after he or she has attained the age specified in that Section for payment of that Benefit. If no election is made to receive the Benefit described in Section 4.1(c)(i), (ii), (iii), (iv) or (v), as applicable, the New Deferred Vested Participant will be entitled to receive the Benefit described in Section 4.1(c)(vi) upon his or her attainment of age 55.

IN WITNESS WHEREOF, the Plan is hereby amended as set forth above as of this 17th day of August, 2005.

By 
Rose Martinez, District Secretary

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

RESOLUTION NO. 06-003

A RESOLUTION APPROVING AMENDMENT 06-A and 06-B TO THE ALAMEDA-CONTRA COSTA TRANSIT DISTRICT EMPLOYEES' RETIREMENT PLAN TO AMEND SECTION 1.11 (COMPENSATION) AND PARAGRAPH (E) OF SECTION 1.30 (MONTHLY AVERAGE EARNINGS), RESPECTIVELY

WHEREAS, the Alameda-Contra Costa Transit District Board of Directors (the District) is authorized by Public Utilities Code sections 25301 and 25361 to establish a retirement system; and

WHEREAS, the District has created a retirement system known as the AC Transit Employees' Retirement Plan (the Plan); and

WHEREAS, the Plan may be amended by the District's Board of Directors; and

WHEREAS, two proposed amendments have been prepared; (1) to include under the definition of Compensation contributions made by the District on an employee's behalf to a deferred compensation plan established by the District and (2) to include in the computation of Monthly Average Earnings cash out of General Leave available to specific contractual management employees; and

WHEREAS, the necessary amendments have been prepared and have (amendment 06-A) or will be reviewed (amendment 06-B) for approval by the Retirement Board;

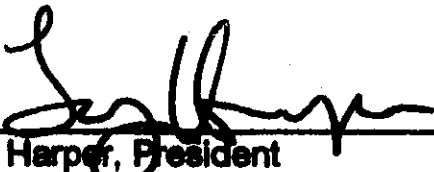
NOW, THEREFORE, the Alameda-Contra Costa Transit District Board of Directors does resolve as follows:

SECTION 1. Approves Amendment 06-A to the Plan as more specifically set forth in Exhibit A, attached to and incorporated into this resolution by reference as if fully set forth in it.

SECTION 2. Approves, subject to review by the Retirement Board at its January 9th meeting, Amendment 06-B to the Plan as more specifically set forth in Exhibit B, attached to and incorporated into this resolution by reference as if fully set forth in it.

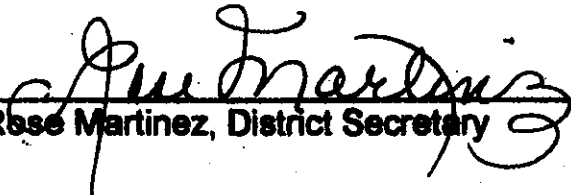
SECTION 3. This resolution shall become effective immediately upon its passage by four affirmative votes of the Board of Directors.

RESOLUTION NO. 06-003 WAS PASSED AND ADOPTED this 4th day of January 2006.



Greg Harper, President

Attest:



Rose Martinez, District Secretary

I, Rose Martinez, District Secretary for the Alameda-Contra Costa Transit District, certify that the foregoing Resolution was passed and adopted at a Regular Meeting of the Board of Directors held on the 4th day of January 2006, by the following roll call vote:

AYES: DIRECTORS PEEPLES, KAPLAN, WALLACE, JAQUEZ, HAYASHI, VICE PRESIDENT BISCHOFBERGER, PRESIDENT HARPER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE



Rose Martinez, District Secretary

Approved As To Form:



Kenneth C. Scheidig, General Counsel

AMENDMENT 06-A

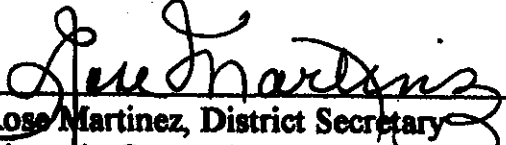
AC TRANSIT EMPLOYEES' RETIREMENT PLAN

The AC Transit Employees' Retirement Plan (the "Plan") hereby is amended as set forth below, effective back to the date the Plan was established to clarify and reflect the previous interpretation of the Plan and the Plan's operational practice. Capitalized terms have the same definitions as in the Plan.

1. The first paragraph of Section 1.11 of the Plan, entitled "Compensation," is restated in its entirety to read as follows:

1.11 "Compensation means the total salary and wages, including overtime payments and other monetary remuneration, if any, which is paid to an Employee by the District (or by ATU or ATU-International in the case of Employees described in Section 1.23(ii)) for the Plan Year, and which is required to be reported as wages on the Employee's Form W-2. Compensation includes any 'elective deferrals' (within the meaning of Section 402(g)(3) of the Code) withheld from the Employee's gross income by the District (or ATU or ATU-International in the case of Employees described in Section 1.23(ii)) for the Plan Year, and any amounts withheld for the Plan Year from the Employee's gross income by the District (or ATU or ATU-International in the case of Employees described in Section 1.23(ii)) that are not includible in the Employee's gross income by reason of Sections 125, 132(f)(4) or 457(b) of the Code. Compensation also includes contributions made by the District on an Employee's behalf to a deferred compensation plan established by the District under Section 457(b) of the Code."

I, Rose Martinez, District Secretary for the Alameda-Contra Costa Transit District, do certify that the Plan is hereby amended as set forth above as of the 4th day of January, 2006.



Rose Martinez, District Secretary
Alameda-Contra Costa Transit District

AMENDMENT 06-B

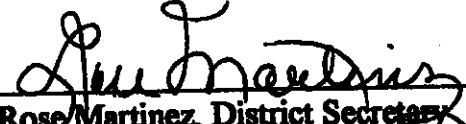
AC TRANSIT EMPLOYEES' RETIREMENT PLAN

The AC Transit Employees' Retirement Plan (the "Plan") hereby is amended as set forth below, effective January 1, 2006. Capitalized terms have the same definitions as in the Plan.

1. Paragraph (e) of Section 1.30 of the Plan, entitled "Monthly Average Earnings" is amended by adding the following sentence at the end:

"Notwithstanding the preceding sentence, for purposes of this Section 1.30, Monthly Average Earnings shall include amounts of General Leave (as defined and/or used in management employment agreements) elected by management Employee, with an employment agreement, to be taken as additional cash compensation rather than as pay during leave or absence from work for any years used to calculate Monthly Average Earnings for Participants who retire on or after January 1, 2006."

I, Rose Martinez, District Secretary for the Alameda-Contra Costa Transit District, do certify that the Plan is hereby amended as set forth above as of the 4th day of January, 2006.



Rose Martinez, District Secretary
Alameda-Contra Costa Transit District

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

RESOLUTION NO. 06-016

**A RESOLUTION APPROVING AMENDMENTS 06-C-5, 06-D-6, 06-E-7, and 06-F-8
TO THE AC TRANSIT EMPLOYEES' RETIREMENT PLAN**

WHEREAS, the Alameda-Contra Costa Transit District (the District) maintains the AC Transit Employees' Retirement Plan (the Plan), a defined benefit plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the Code), for the benefit of the District's eligible employees; and

WHEREAS, the Plan was recently restated effective January 1, 2005; and

WHEREAS, additional changes to the Plan are necessary, as set forth in the attachments to this resolution; and

WHEREAS, the proposed amendments have been reviewed by the Retirement Board prior to their consideration by the District's Board;

NOW, THEREFORE, the Board of Directors of the Alameda-Contra Costa Transit District does resolve as follows:

SECTION 1. Approves Amendments 06-C-5, 06-D-6, 06-E-7, and 06-F-8 to the Plan, as more particularly set forth in attachments A, B, C, and D to this Resolution and incorporated into it as if fully set forth herein.


SECTION 2. This Resolution shall become effective immediately upon its passage by four (4) affirmative votes of the Board of Directors.

RESOLUTION NO. 06-016 WAS PASSED AND ADOPTED this 12th day of July 2006.



Greg Harper, President

Attest:



Rose Martinez, District Secretary

I, Rose Martinez, District Secretary for the Alameda-Contra Costa Transit District, certify that the foregoing Resolution was passed and adopted at a Regular Meeting of the Board of Directors held on the 12th day of July 2006, by the following roll call vote:

**AYES: DIRECTORS WALLACE, PEEPLES, JAQUEZ, HAYASHI, KAPLAN,
VICE PRESIDENT BISCHOFBERGER, PRESIDENT HARPER:**

NOES: DIRECTORS:

ABSENT: DIRECTORS:

ABSTAIN: DIRECTORS:


Rose Martinez, District Secretary

Approved as to form:


Kenneth C. Scheidig, General Counsel

AMENDMENT 06-C-5 (Revises 05-B)**AC TRANSIT DISTRICT RETIREMENT BOARD
AC TRANSIT EMPLOYEES' RETIREMENT PLAN****AMENDMENTS TO REFLECT CHANGES TO
NON-REPRESENTED EMPLOYEES & BOARD OFFICERS**

The AC Transit Employees' Retirement Plan (the "Plan") hereby is amended as set forth below, effective as of June 30, 2005. Capitalized terms not defined in the amendments below ("Amendments") have the same definitions as in the Plan.

1. Except as otherwise provided below, these Amendments specifically apply only with respect to Participants who are otherwise eligible for Benefits and whose employment with the District terminates on or after June 30, 2005.

2. Section 1.30 of the Plan, entitled "Monthly Average Earnings," is restated in its entirety to read as follows:

1.30 "Monthly Average Earnings" means, effective for Participants whose employment with the District terminates on or after June 30, 2005, the greater of (a) or (b) below:

(a) The monthly average of an Employee's Compensation during the last 60 months of employment with the District (36 months, in the case of an Eligible Age Employee), subject to the following:

(i) If an Employee worked less than one-half of a month during the 60-month or 36-month calculation period, as applicable, each such month (and Compensation, if any, for that month) will be excluded in calculating the monthly average of the Employee's Compensation.

(ii) For purposes of the 60-month calculation, no fewer than 30 months will be used in calculating the monthly average of the Employee's Compensation; for purposes of the 36-month calculation, no fewer than 18 months will be used in calculating the monthly average of the Employee's Compensation.

(iii) If an Employee has not worked the applicable minimum number of months specified in paragraph (ii) above, then the monthly average of that Employee's Compensation for purposes of this Section 1.30(a) will equal:

(1) the monthly average of the Employee's Compensation during the last 30 months (18 months in the case of an Eligible Age Employee) preceding his or her termination of employment in which the Employee worked at least one-half of a month, or

(2) if the Employee has not completed at least 30 months (18 months in the case of an Eligible Age Employee) of employment in which he or she worked at least one-half month, the monthly average of the Employee's Compensation during every month of employment in which he or she worked at least one-half of a month.

(b) The monthly average earnings of the five calendar years (three calendar years, in the case of an Eligible Age Employee) in which an Employee's Compensation was its highest, as calculated by dividing (1) the Employee's total Compensation for such years, by (2) the number of months during the five- or three-year period. For this purpose, this calculation will exclude any month during the three- or five-year period in which the Employee worked less than a half-month, and will also exclude any Compensation for that month. In addition, no more than one complete calendar year in which the number of months taken into account is less than six will be included in the calculation.

(c) For purposes of Section 1.30(a) and (b), a "half month" means:

(i) Salaried Employees

For salaried Employees, a half month is defined by pay. For example, for an Employee whose monthly salary is \$2,000, a half month is a month in which he or she earns \$1,000.

(ii) Hourly Employees

For hourly employees, half months are defined by the number of working hours in a month. In order to complete a half-month of employment, a full-time hourly employee must work half of the total working hours in that month, and a part-time hourly employee must work $\frac{1}{4}$ of that month's total working hours.

(d) For purposes of Section 1.30(a) and (b), "Eligible Age Employee" means an Employee who is:

(i) age 60 or older on the effective date of his or her Retirement and a member of the collective bargaining unit represented by AFSCME; or

(ii) age 50 or older on the effective date of his or her Retirement and a Non-Represented Employee.

(e) For purposes of this Section 1.30, any accumulated vacation or sick leave pay not paid to an Employee pursuant to his or her absence from work due to vacation or sick leave while an Employee, respectively, will not be counted in determining Monthly Average Earnings; provided, however, that any such amounts paid to Employees who are members of the bargaining unit represented by ATU will be counted in determining Monthly Average Earnings to the extent such amounts are attributable to accumulated casual vacation and do not exceed two weeks worth of payments per calendar year.

(f) If an Employee has completed any period of part-time employment with the District that is taken into account under Section 1.46(a), then for purposes of the calculation of Monthly Average Earnings in Section 1.30(a) and (b), any Compensation earned by such Employee for such period will be converted into the amount that the Employee would have earned on a full-time basis.

3. Section 4.1 of the Plan, entitled "Service Retirement Benefit," is amended by restating subsection (b) thereof in its entirety to read as follows:

(b) AFSCME Retirement Benefits. An eligible Participant who, at the time of his or her termination of employment with the District, is a member of the bargaining unit represented by the AFSCME, will be entitled to a monthly Benefit set forth in subsection (i), (ii) or (iii) below, as applicable, calculated as of the date payment of such Benefit commences:

- (i) On or after age 55:
 $2\% \times \text{Monthly Average Earnings} \times \text{Years of Service}.$
- (ii) On or after age 60:
 $2.25\% \times \text{Monthly Average Earnings} \times \text{Years of Service}.$
- (iii) On or after age 65:
 $2.5\% \times \text{Monthly Average Earnings} \times \text{Years of Service}.$

4. Section 4.1 of the Plan, entitled "Service Retirement Benefit," is further amended by inserting the following new subsection (c) to the end thereof:

(c) Non-Represented Employee Retirement Benefits. An eligible Participant whose employment with the District terminates on or after June 30, 2005, and who at the time of such termination is a Non-Represented Employee, will be entitled to a monthly Benefit set forth in subsection (i), (ii), (iii), (iv), (v) or (vi) below, as applicable, calculated as of the date payment of such Benefit commences:

- (i) On or after age 50:
2% x Monthly Average Earnings x Years of Service.
- (ii) On or after age 51:
2.1% x Monthly Average Earnings x Years of Service.
- (iii) On or after age 52:
2.2% x Monthly Average Earnings x Years of Service.
- (iv) On or after age 53:
2.3% x Monthly Average Earnings x Years of Service.
- (v) On or after age 54:
2.4% x Monthly Average Earnings x Years of Service.
- (vi) On or after age 55:
2.5% x Monthly Average Earnings x Years of Service.

5. Section 4.2 of the Plan, entitled "Disability Retirement Benefit," is amended by restating subsection (d) thereof in its entirety to read as follows:

(d) A Participant may elect, at the time and in the manner required by the Board, to convert his or her Disability Retirement Benefit to a Service Retirement Benefit within the six-month period following the Participant's attainment of one of the following ages, as applicable:

(i) age 65, unless either of subsections (ii) or (iii) below applies to the Participant;

(ii) age 55, but only if the Participant's employment with the District terminates on or after:

(1) July 1, 1997, in the case of a Participant who is a member of the bargaining unit represented by ATU;

(2) July 1, 1998, in the case of a Participant who is a Non-Represented Employee and whose District employment terminates before June 1, 2005;

(3) July 1, 1998, in the case of a member of the bargaining unit represented by AFSCME; or

(4) January 1, 1999, in the case of a Participant who is a member of the bargaining unit represented by IBEW.

(iii) age 50, but only if the Participant's employment with the District terminates on or after June 30, 2005 and the Participant is a Non-Represented Employee.

6. Section 4.3 of the Plan, entitled "Deferred Vested Benefit," is amended by restating subsection (a) thereof in its entirety to read as follows:

(a) With respect to a New Deferred Vested Participant:

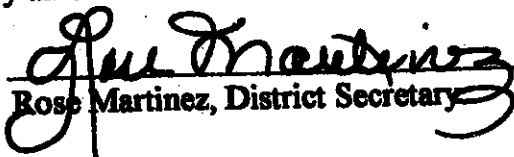
(i) ATU & IBEW Deferred Vested Retirement Benefits. A New Deferred Vested Participant who is a member of the bargaining unit represented by ATU or IBEW at the time his or her employment with the District terminates, and who terminates employment for a reason other than Disability, will be entitled to receive the Benefit described in Section 4.1(a)(i) after he or she has attained age 55. If no election is made to receive such Benefit, the New Deferred Vested Participant will be entitled to receive the Benefit described in Section 4.1(a)(ii) upon his or her attainment of age 65.

(ii) AFSCME Deferred Vested Retirement Benefits. A New Deferred Vested Participant who is a member of the bargaining unit represented by AFSCME at the time his or her employment with the District terminates, and who terminates employment for a reason other than Disability, will be entitled to receive the Benefit described in Section 4.1(b)(i) or (ii), whichever is applicable, after he or she has attained the age specified in that Section for payment of that Benefit. If no election is made to receive the Benefit described in Section 4.1(b)(i) or (ii), as applicable, the New Deferred Vested Participant will be entitled to receive the Benefit described in Section 4.1(b)(iii) upon his or her attainment of age 65.

(iii) Non-Represented Employee Deferred Vested Retirement Benefits. A New Deferred Vested Participant whose employment with the District terminates on or after June 30, 2005, who is a Non-Represented Employee at the time of such termination, and who terminates employment for a reason other than Disability, will be entitled to receive the Benefit described in Section 4.1(c)(i), (ii), (iii), (iv) or (v), whichever is applicable, after he or she has attained the age specified in that Section for payment of that Benefit. If no election is made to receive the Benefit described in Section 4.1(c)(i), (ii), (iii), (iv) or (v), as applicable, the New Deferred Vested Participant will be entitled to receive the Benefit described in Section 4.1(c)(vi) upon his or her attainment of age 55.

IN WITNESS WHEREOF, the Plan is hereby amended as set forth above as of this 12th day of July, 2006.

By


Rose Martinez, District Secretary

AMENDMENT 06-D-6

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

AMENDMENT TO MODIFY
APPLICABILITY OF PLAN RESTATEMENT

The following revisions to the AC Transit District Retirement Plan are effective January 1, 2005:

1. Paragraph 4 of the Recitals under the 2005 Restatement is restated in its entirety

to read as follows:

“4. Except as otherwise provided in the Plan, benefits payable under the Plan to any participant or beneficiary will be determined in accordance with the Plan in effect at the time of such participant’s termination of employment from the District.”

2. Section 1.7 of the 2005 Restatement, the definition of “Beneficiary,” is amended by the addition of the following sentence to the end thereof:

“Effective January 1, 2005, this Section 1.7 applies to all Participants whose Retirement Date is on or after January 1, 2005.”


3. Section 1.19 of the 2005 Restatement, the definition of “Domestic Relations Order,” is amended by the addition of the following sentence to the end thereof:

“Effective January 1, 2005, this Section 1.19 applies with respect to any such order on behalf of a Participant whose Retirement Date is on or after January 1, 2005.”

4. Section 1.43 of the 2005 Restatement, the definition of “Service,” is amended by the addition of the following new subsection (c) to the end thereof:

“(c) Deferred Vested Participants. With respect to a Participant whose Retirement Date is on or after January 1, 2005, but whose employment with the District terminated before January 1, 2005, such Participant’s Service will be calculated under the Break in Service definition, to the extent applicable, set out either in this Plan, or in the version of the Plan in effect on December 31, 2004, whichever results in a higher Service amount for the Participant.”

IN WITNESS WHEREOF, the Plan is hereby amended as set forth above as of this 12th day of July, 2006.

By 
Rose Martinez, District Secretary

AMENDMENT 06-E-7

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

The following revisions to the AC Transit District Retirement Plan are effective [January 1, 2005]:

Section 1.9 of the Plan is restated in its entirety to read as follows:

"1.9 **'Break in Service'** means the period commencing with the cessation of an Employee's Service as an Employee for reasons such as a result of resignation, discharge, or retirement and ending upon reemployment. In determining whether a Break in Service has occurred and how it affects a Participant, the following rules apply:

- (a) An Employee who has a Break in Service which lasts no more than five years will be given full credit for such prior Service and Compensation earned during such prior Service only after completing one Year of Service after such Participant's Reemployment Date. Notwithstanding the preceding sentence, such Employee will not receive credit under this Plan for the period during which he or she was not an Employee of the District.
- (b) A leave of absence taken by an Employee to work for ATU or ATU-International as a full-time official of ATU or ATU-International, or as an employee of ATU or ATU-International on official business for such entity, will not constitute a Break in Service.
- (c) An Employee's leave of absence approved by the District will not constitute a Break in Service."

Section 1.45 of the Plan is restated in its entirety to read as follows:

"1.45 **'Vested'** means:

- (a) **ATU.** With respect to Employees who are members of the bargaining unit represented by ATU, "Vested" means completion of 10 Years of Service.
- (b) **AFSCME, IBEW and Non-Represented Employees.** With respect to Employees who are Non-Represented Employees or members of the bargaining unit represented by AFSCME or IBEW, "Vested" means completion of five Years of Service.

- (c) **ATU Transfers Out.** An Employee member of the bargaining unit represented by ATU who becomes a Non-Represented Employee or a member of the bargaining unit represented by AFSCME or IBEW will become covered by the vesting provision under Section 1.45(b) after he or she completes the applicable probationary period as a Non-Represented Employee or an IBEW or AFSCME member.
- (d) **Reemployed Participants.** Notwithstanding the preceding provisions of this Section 1.45 to the contrary, with respect to a Participant who is reemployed as an Employee after incurring a Break in Service:
- (i) if the Participant has a Break in Service of no more than five years, then he or she will be subject to the vesting schedule under Section 1.45(a), (b) or (c), as applicable, and any Service accrued prior to such Break in Service will count towards his or her number of Years of Service for purposes of determining whether the Participant is Vested only after completing one Year of Service after such Participant's Reemployment Date.
 - (ii) if the Participant was not Vested immediately prior to a Break in Service and the Participant does not meet the requirements of Section 1.9(a) or 1.45(d)(i) above to receive full credit for Service prior to such Break in Service, he or she will be subject to the vesting schedule under Section 1.45(a), (b) or (c), as applicable, and any Service accrued prior to such Break in Service will not count towards his or her number of Years of Service for purposes of determining whether the Participant is Vested."
 - (iii) if the Participant was Vested prior to such Break in Service, then he or she will become Vested in any Benefit accrued after such Break in Service only upon completing one Year of Service after such Participant's Reemployment Date.

The first paragraph of Section 1.46 shall be restated in its entirety to read as follows:

'Year of Service' means a period of Service of 12 consecutive months commencing on an Employee's Employment Date and any anniversary thereof, except as described below. If a Participant is eligible to combine his or her service prior to a Break in Service with Service after a Break in Service under Sections 1.9(a) and 1.45(d), such combined periods of Service shall be treated as continuous and consecutive Service,

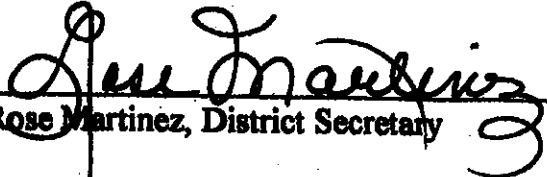
disregarding the period constituting the Break in Service, for purposes of determining the number of consecutive twelve-month periods.”

Section 3.3 of the Plan is restated in its entirety to read as follows:

“3.3 **Reemployed Participants.** Notwithstanding any provision of this Plan to the contrary, if a Participant is reemployed as an Employee after incurring a Break in Service, his or her Service Retirement Benefit will be determined as follows:

- (a) If the Participant meets the requirements set forth in Section 1.9(a) to receive full credit for Service prior to such Break in Service, then his or her Service Retirement Benefit, if any, will be determined in accordance with the Plan in effect at the time the Participant’s employment terminates after the Break in Service. For this purpose, the Benefit will be calculated by taking into account the Participant’s continuous Service and Compensation before and after such Break in Service.
- (b) If the Participant is Vested prior to a Break in Service and does not meet the requirements set forth in Section 1.9(a) to receive full credit for Service prior to such Break in Service, then such Participant’s Service Retirement Benefit attributable to Service prior to the Break in Service will be determined in accordance with the Plan as in effect at the commencement of the Break in Service, and any Service Retirement Benefit for Service after the Break in Service will be determined in accordance with the Plan as in effect at the time of the Participant’s Retirement after the Break in Service. For this purpose, the Service Retirement Benefit for each continuous period of Service before and after such Break in Service will be calculated by taking into account only the Participant’s Service and Compensation for each such separate but continuous period.
- (c) If the Participant is not Vested prior to such Break in Service and does not meet the requirements set forth in Section 1.9(a) and 1.45(d) to receive full credit for Service and Compensation prior to such Break in Service, then such Participant will not be entitled to any Service Retirement Benefit for Service or Compensation prior to the Break in Service. In addition, any Service Retirement Benefit attributable to the Participant’s Service after such Break in Service will be calculated without taking into account any Service or Compensation prior to the Break in Service.”
- (d) This Section 3.3 is to be applied in coordination with Section 1.45(d).

IN WITNESS WHEREOF, the Plan is hereby amended as set forth above as of this 12th day of July, 2006.

By 
Rose Martinez, District Secretary

AMENDMENT 06-F-8

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

The AC Transit Employees' Retirement Plan (the "Plan") is hereby amended as set forth below, effective as of July 1, 2006.

1. Notwithstanding anything in the Plan to the contrary, these amendments specifically apply only with respect to a Participant who is otherwise eligible for Benefits and whose employment with the District terminates on or after June 30, 2006.

2. Section 1.30 of the Plan, entitled "Monthly Average Earnings", is amended by restating subsection (d) thereof to read as follows:

(d) For purposes of Section 1.30(a) and (b), "Eligible Age Employee" means an Employee who is:

- (i) age 60 or older on the effective date of his or her Retirement and a member of the collective bargaining unit represented by AFSCME; or
- (ii) age 50 or older on the effective date of his or her Retirement and a Non-Represented Employee; or
- (iii) age 60 or older on the effective date of his or her Retirement, a member of the collective bargaining unit represented by IBEW, and a Participant with at least ten Years of Service.

3. Section 4.1, "Service Retirement Benefit", is amended by restating subsection (a) and by adding subsection (b) to read as follows:

4.1 Service Retirement Benefit. A Participant who meets the eligibility requirements of Section 3.1 will be entitled to elect to receive a Service Retirement Benefit determined under (a), (b), (c), or (d) below, as applicable; provided, however, that the maximum monthly Benefit determined under this Section 4.1 will be a Participant's Monthly Average Earnings, and the Service Retirement Benefit for a Deferred Vested Participant will be determined in accordance with Section 4.3.

(a) **ATU Retirement Benefits.** An eligible Participant who is a member of the bargaining unit represented by ATU at the time of his or her termination of employment with the District will be entitled to the monthly Benefit set forth in subsection (i) or (ii) below, as applicable, calculated as of the date payment of such Benefit commences:

- (i) On or after age 55:
2% x Monthly Average Earnings x Years of Service
- (ii) On or after age 65:
2.5% x Monthly Average Earnings x Years of Service

(b) **IBEW Retirement Benefits.** An eligible Participant who is a member of the bargaining unit represented by IBEW at the time of his or her termination of employment with the District will be entitled to the monthly Benefit set forth in subsection (i), (ii), or (iii) below, as applicable, calculated as of the date payment of such Benefit commences:

- (i) On or after age 55:
2% x Monthly Average Earnings x Years of Service
- (ii) On or after age 60, provided that the Participant has ten (10) Years of Service:
2.25% x Monthly Average Earnings x Years of Service
- (iii) On or after age 65:
2.5% x Monthly Average Earnings x Years of Service

4. Subsections (b) and (c) of section 4.1, "Service Retirement Benefit" are relettered as subsections (c) and (d).

5. Section 4.3, "Deferred Vested Retirement Benefit", is amended by restating subsection (a) thereof in its entirety to read as follows:

(a) With respect to a New Deferred Vested Participant:

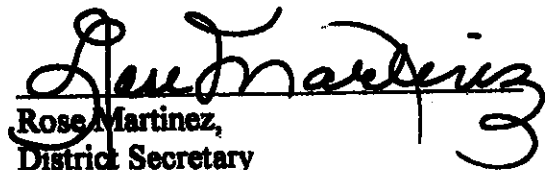
- (i) **ATU Deferred Vested Retirement Benefits.** A New Deferred Vested Participant who is a member of the bargaining unit represented by ATU at the time his or her employment with the District terminates, and who terminates employment for a reason other than Disability, will be entitled to receive the Benefit described in Section 4.1(a)(i) after he or she has attained age 55. If no election is made to receive such Benefit, the New Deferred Vested Participant will be entitled to receive the Benefit described in Section 4.1(a)(ii) upon his or her attainment of age 65.
- (ii) **IBEW Deferred Vested Retirement Benefits.** A New Deferred Vested Participant who is a member of the bargaining unit represented by IBEW at the time his or her employment with the District terminates, and who terminates employment for a reason other than Disability, will be entitled to

receive the Benefit described in Section 4.1(b)(i) or (ii), whichever is applicable, after he or she has attained the age specified in that Section for payment of that Benefit. If no election is made to receive such Benefit, the New Deferred Vested Participant will be entitled to receive the Benefit described in Section 4.1(b)(iii) upon his or her attainment of age 65.

- (iii) **AFSCME Deferred Vested Retirement Benefits.** A New Deferred Vested Participant who is a member of the bargaining unit represented by AFSCME at the time his or her employment with the District terminates, and who terminates employment for a reason other than Disability, will be entitled to receive the Benefit described in Section 4.1(c)(i) or (ii), whichever is applicable, after he or she has attained the age specified in that Section for payment of that Benefit. If no election is made to receive the Benefit described in Section 4.1(c)(i) or (ii), as applicable, the New Deferred Vested Participant will be entitled to receive the Benefit described in Section 4.1(c)(iii) upon his or her attainment of age 65.
- (iv) **Non-Represented Employee Deferred Vested Retirement Benefits.** A New Deferred Vested Participant whose employment with the District terminates on or after June 30, 2005, who is a Non-Represented Employee at the time of such termination, and who terminates employment for a reason other than Disability, will be entitled to receive the Benefit described in Section 4.1(d)(i), (ii), (iii), (iv) or (v), whichever is applicable, after he or she has attained the age specified in that Section for payment of that Benefit. If no election is made to receive the Benefit described in Section 4.1(d)(i), (ii), (iii), (iv) or (v), as applicable, the New Deferred Vested Participant will be entitled to receive the Benefit described in Section 4.1(d)(vi) upon his or her attainment of age 55.

IN WITNESS WHEREOF, the Plan is hereby amended as set forth above as of this 12th day of June, 2006.

By:


Rose Martinez,
District Secretary

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

RESOLUTION NO. 06-026

**A RESOLUTION APPROVING AMENDMENT 06-G-9 TO THE AC TRANSIT
EMPLOYEES' RETIREMENT PLAN**

WHEREAS, the Alameda-Contra Costa Transit District (the District) maintains the AC Transit Employees' Retirement Plan (the Plan), a defined benefit plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the Code), for the benefit of the District's eligible employees; and

WHEREAS, the Plan was recently restated effective January 1, 2005; and

WHEREAS, an additional change to the Plan is necessary to reflect changes negotiated with the International Brotherhood of Electrical Workers, Local 1245, as set forth in the attachment to this resolution; and

WHEREAS, the proposed amendment has been reviewed by the Retirement Board prior to its consideration by the District's Board;

NOW, THEREFORE, the Board of Directors of the Alameda-Contra Costa Transit District does resolve as follows:

SECTION 1. Approves Amendment 06-G-9 to the Plan, as more particularly set forth in attachment A to this Resolution and incorporated into it as if fully set forth herein.

SECTION 2. This Resolution shall become effective immediately upon its passage by four (4) affirmative votes of the Board of Directors.

RESOLUTION NO. 06-026 WAS PASSED AND ADOPTED this 21st day of June 2006.



Greg Harper, President

Attest:



Rose Martinez, District Secretary

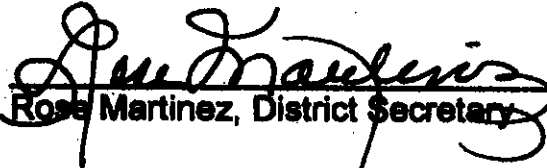
I, Rose Martinez, District Secretary for the Alameda-Contra Costa Transit District, certify that the foregoing Resolution was passed and adopted at a Regular Meeting of the Board of Directors held on the 21st day of June 2006, by the following roll call vote:

**AYES: DIRECTORS WALLACE, KAPLAN, JAQUEZ, HAYASHI, PEEPLES,
VICE PRESIDENT BISCHOFBERGER, PRESIDENT HARPER**

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE


Rose Martinez, District Secretary

Approved as to form:


Kenneth C. Scheidig, General Counsel

AMENDMENT 06-G-9

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

The AC Transit Employees' Retirement Plan (the "Plan") is hereby amended as set forth below, effective as of July 1, 2006.

1. Notwithstanding anything in the Plan to the contrary, these amendments specifically apply only with respect to a Participant who is otherwise eligible for Benefits and whose employment with the District terminates on or after June 30, 2006.

2. Section 1.30 of the Plan, entitled "Monthly Average Earnings", is amended by restating subsection (d) thereof to read as follows:

(d) For purposes of Section 1.30(a) and (b), "Eligible Age Employee" means an Employee who is:

- (i) age 60 or older on the effective date of his or her Retirement and a member of the collective bargaining unit represented by AFSCME; or
- (ii) age 50 or older on the effective date of his or her Retirement and a Non-Represented Employee; or
- (iii) age 60 or older on the effective date of his or her Retirement, a member of the collective bargaining unit represented by IBEW, and a Participant with at least ten Years of Service.

3. Section 4.1, "Service Retirement Benefit", is amended by restating subsection (a) thereof and by adding subsection (b) to read as follows:

4.1 Service Retirement Benefit. A Participant who meets the eligibility requirements of Section 3.1 will be entitled to elect to receive a Service Retirement Benefit determined under (a), or (b), (c), or (d) below, as applicable; provided, however, that the maximum monthly Benefit determined under this Section 4.1 will be a Participant's Monthly Average Earnings, and the Service Retirement Benefit for a Deferred Vested Participant will be determined in accordance with Section 4.3.

(a) ~~ATU & IBEW Retirement Benefits.~~ An eligible Participant who is a member of the bargaining unit represented by ~~ATU IBEW~~ at the time of his or her termination of employment with the District will be entitled to the monthly Benefit set forth in subsection (i) or (ii) below, as applicable, calculated as of the date payment of such Benefit commences:

- (i) On or after age 55:

2% x Monthly Average Earnings x Years of Service

- (ii) On or after age 65:

2.5% x Monthly Average Earnings x Years of Service

~~(a)~~**(b) ATU & IBEW Retirement Benefits.** An eligible Participant who is a member of the bargaining unit represented by ~~ATU or IBEW~~ at the time of his or her termination of employment with the District will be entitled to the monthly Benefit set forth in subsection (i), ~~or (ii), or (iii)~~ below, as applicable, calculated as of the date payment of such Benefit commences:

- (i) On or after age 55:

2% x Monthly Average Earnings x Years of Service

- (ii) On or after age 60, provided that the Participant has ten (10) Years of Service:

2.25% x Monthly Average Earnings x Years of Service

- ~~(ii)~~(iii) On or after age 65:

2.5% x Monthly Average Earnings x Years of Service

4. Subsections (b) and (c) of section 4.1, "Service Retirement Benefit" are relettered as subsections (c) and (d).

5. Section 4.3, "Deferred Vested Retirement Benefit", is amended by restating subsection (a) thereof in its entirety to read as follows:

- (a) With respect to a New Deferred Vested Participant:

(i) ~~ATU & IBEW~~ Deferred Vested Retirement Benefits. A New Deferred Vested Participant who is a member of the bargaining unit represented by ~~ATU or IBEW~~ at the time his or her employment with the District terminates, and who terminates employment for a reason other than Disability, will be entitled to receive the Benefit described in Section 4.1(a)(i) after he or she has attained age 55. If no election is made to receive such Benefit, the New Deferred Vested Participant will be entitled to receive the Benefit described in Section 4.1(a)(ii) upon his or her attainment of age 65.

(ii) ~~ATU & IBEW~~ Deferred Vested Retirement Benefits. A New Deferred Vested Participant who is a member of the bargaining unit represented by ~~ATU or IBEW~~ at the time his or her employment with the District terminates, and who terminates employment for a reason other than Disability, will be entitled to receive the Benefit described in Section 4.1~~(a)~~(b)(i) or (ii), whichever is applicable, after he or she has attained age 55 the age specified in that Section for payment of that Benefit. If no election is made to receive such Benefit, the New Deferred Vested Participant will be entitled to receive

the Benefit described in Section 4.1(a)(ii)(b)(iii) upon his or her attainment of age 65.

(ii)(iii) AFSCME Deferred Vested Retirement Benefits. A New Deferred Vested Participant who is a member of the bargaining unit represented by AFSCME at the time his or her employment with the District terminates, and who terminates employment for a reason other than Disability, will be entitled to receive the Benefit described in Section 4.1(b)(c)(i) or (ii), whichever is applicable, after he or she has attained the age specified in that Section for payment of that Benefit. If no election is made to receive the Benefit described in Section 4.1(b)(c)(i) or (ii), as applicable, the New Deferred Vested Participant will be entitled to receive the Benefit described in Section 4.1(b)(c)(iii) upon his or her attainment of age 65.

(iii)(iv) Non-Represented Employee Deferred Vested Retirement Benefits. A New Deferred Vested Participant whose employment with the District terminates on or after June 30, 2005, who is a Non-Represented Employee at the time of such termination, and who terminates employment for a reason other than Disability, will be entitled to receive the Benefit described in Section 4.1(e)(d)(i), (ii), (iii), (iv) or (v), whichever is applicable, after he or she has attained the age specified in that Section for payment of that Benefit. If no election is made to receive the Benefit described in Section 4.1(e)(d)(i), (ii), (iii), (iv) or (v), as applicable, the New Deferred Vested Participant will be entitled to receive the Benefit described in Section 4.1(e)(d)(vi) upon his or her attainment of age 55.

IN WITNESS WHEREOF, the Plan is hereby amended as set forth above as of this 21st day of June, 2006.

By:


Rose Martinez,
District Secretary

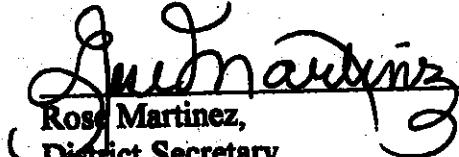
- (iii) On or after age 57:
2.2% x Monthly Average Earnings x Years of Service
- (iv) On or after age 58:
2.3% x Monthly Average Earnings x Years of Service
- (v) On or after age 59:
2.4% x Monthly Average Earnings x Years of Service
- (vi) On or after age 60:
2.5% x Monthly Average Earnings x Years of Service

4. Section 1.46 of the Plan, entitled "Year of Service", is amended by adding a subsection (b) thereto to read as follows:

- b. Year of Service for AFSCME. In the case of an eligible Participant who, at the time of his or her termination of employment with the District, is a member of the bargaining unit represented by AFSCME, was employed on or after June 21, 2006 and has a Retirement Date on or after January 1, 2007, the term "Year of Service" shall include any fraction of a year between the Participant's most recent employment anniversary date and the date of his or her termination of employment.

IN WITNESS WHEREOF, the Plan is hereby amended as set forth above as of this 12th day of July, 2006.

By:


Rose Martinez,
District Secretary

AMENDMENT 06-G-9

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

The AC Transit Employees' Retirement Plan (the "Plan") is hereby amended as set forth below, effective as of June 21, 2006.

1. Notwithstanding anything in the Plan to the contrary, these amendments specifically apply only with respect to a Participant who is otherwise eligible for Benefits, who is employed with the District on or after June 21, 2006, and who retires from the District on or after January 1, 2007.

2. Section 1.30 of the Plan, entitled "Monthly Average Earnings", is amended by restating subsection (d) thereof to read as follows:

(d) For purposes of Section 1.30(a) and (b), "Eligible Age Employee" means an Employee who is:

- (i) age 55 or older on the effective date of his or her Retirement and a member of the collective bargaining unit represented by AFSCME;
or
- (ii) age 50 or older on the effective date of his or her Retirement and a Non-Represented Employee; or
- (iii) age 60 or older on the effective date of his or her Retirement, a member of the collective bargaining unit represented by IBEW, and a Participant with at least ten Years of Service.

3. Section 4.1 of the Plan, entitled "Service Retirement Benefit", is amended by restating subsection (b) thereof in its entirety to read as follows:

(b) **AFSCME Retirement Benefits.** An eligible Participant who, at the time of his or her termination of employment with the District, is a member of the bargaining unit represented by AFSCME, will be entitled to the monthly Benefit set forth in subsection (i), (ii), (iii), (iv), (v), or (vi) below, as applicable, calculated as of the date payment of such Benefit commences:

- (i) On or after age 55:
 $2\% \times \text{Monthly Average Earnings} \times \text{Years of Service}$
- (ii) On or after age 56:
 $2.1\% \times \text{Monthly Average Earnings} \times \text{Years of Service}$

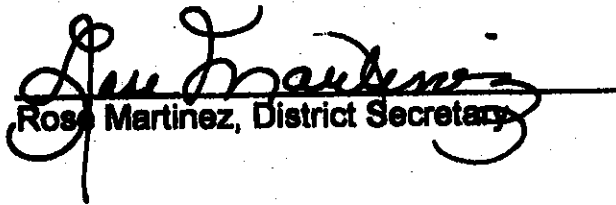
I, Rose Martinez, District Secretary for the Alameda-Contra Costa Transit District, certify that the foregoing Resolution was passed and adopted at a Regular Meeting of the Board of Directors held on the 12th day of July 2006, by the following roll call vote:

AYES: DIRECTORS WALLACE, PEEPLES, JAQUEZ, HAYASHI, KAPLAN, VICE PRESIDENT BISCHOFBERGER, PRESIDENT HARPER

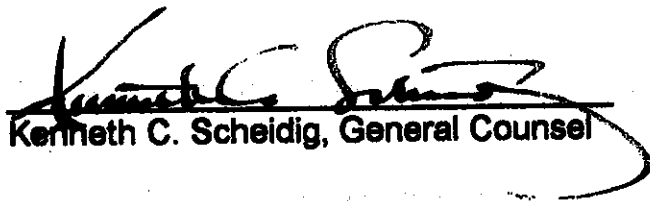
NOES: NONE

ABSENT: NONE

ABSTAIN: NONE


Rose Martinez, District Secretary

Approved as to form:


Kenneth C. Scheidig, General Counsel

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

RESOLUTION NO. 06-032

A RESOLUTION APPROVING AMENDMENT 06-G-9 TO THE AC TRANSIT EMPLOYEES' RETIREMENT PLAN

WHEREAS, the Alameda-Contra Costa Transit District (the District) maintains the AC Transit Employees' Retirement Plan (the Plan), a defined benefit plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the Code), for the benefit of the District's eligible employees; and

WHEREAS, the Plan was recently restated effective January 1, 2005; and

WHEREAS, an additional change to the Plan is necessary to reflect changes negotiated with the American Federation of State, County and Municipal Employees (AFSCME), Local 3916, as set forth in the attachment to this resolution; and


WHEREAS, the proposed amendment has been reviewed by the Retirement Board prior to its consideration by the District's Board;

NOW, THEREFORE, the Board of Directors of the Alameda-Contra Costa Transit District does resolve as follows:

SECTION 1. Approves Amendment 06-G-9 to the Plan, as more particularly set forth in attachment A to this Resolution and incorporated into it as if fully set forth herein.

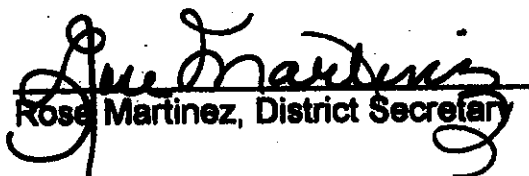
SECTION 2. This Resolution shall become effective immediately upon its passage by four (4) affirmative votes of the Board of Directors.

RESOLUTION NO.06-032 WAS PASSED AND ADOPTED this 12th day of July 2006.



Greg Harper, President

Attest:



Rose Martinez, District Secretary

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

RESOLUTION NO. 06-037

A RESOLUTION APPROVING AMENDMENTS 06-I-11 AND 06-J-12 TO THE AC TRANSIT EMPLOYEES' RETIREMENT PLAN

WHEREAS, the Alameda-Contra Costa Transit District (the District) maintains the AC Transit Employees' Retirement Plan (the Plan), a defined benefit plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the Code), for the benefit of the District's eligible employees; and

WHEREAS, the Plan was recently restated effective January 1, 2005; and

WHEREAS, additional changes to the Plan are necessary, as set forth in the attachments to this resolution; and


WHEREAS, the proposed amendments have been reviewed by the Retirement Board prior to their consideration by the District's Board;

NOW, THEREFORE, the Board of Directors of the Alameda-Contra Costa Transit District does resolve as follows:

SECTION 1. Approves Amendments 06-I-11 and 06-J-12 to the Plan, as more particularly set forth in attachments A and B to this Resolution and incorporated into it as if fully set forth herein.

SECTION 2. This Resolution shall become effective immediately upon its passage by four (4) affirmative votes of the Board of Directors.

RESOLUTION NO. 06-037 WAS PASSED AND ADOPTED this 20th day of September 2006.



Greg Harper, President

Attest:



Rose Martinez, District Secretary

I, Rose Martinez, District Secretary for the Alameda-Contra Costa Transit District, certify that the foregoing Resolution was passed and adopted at a Regular Meeting of the Board of Directors held on the 20th day of September 2006, by the following roll call vote:

AYES: DIRECTORS WALLACE, PEEPLES, JAQUEZ, HAYASHI, KAPLAN, VICE PRESIDENT BISCHOFBERGER, PRESIDENT HARPER


NOES: NONE

ABSENT: NONE

ABSTAIN: NONE


Rose Martinez, District Secretary

Approved as to form:


Kenneth C. Scheidig, General Counsel

AMENDMENT 06-I-11

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

**AMENDMENTS TO REFLECT CHANGES TO NON-REPRESENTED
EMPLOYEES AND BOARD OFFICERS**

The AC Transit Employees' Retirement Plan (the "Plan") is hereby amended as set forth below, effective as of July 1, 2006.

1. Notwithstanding anything in the Plan to the contrary, these amendments specifically apply only with respect to a Participant who is otherwise eligible for Benefits, who is employed with the District on or after June 21, 2006, and who retires from the District on or after January 1, 2007.

2. Section 1.46 of the Plan, entitled "Year of Service" is amended by adding a subsection (c) thereto to read as follows:

(c) **Year of Service for Certain Non-Represented Employees.** For an eligible Participant who was employed on or after June 21, 2006 and retired on or after January 1, 2007 and who at the time of his or her termination of employment with the District, is a Non-Represented Employee, the term "Year of Service" shall include partial years as follows.

(i) The partial year immediately prior to termination of continuous Service as a Non-Represented Employee, with the partial year derived from the later of July 1, 1994 or the date the period of continuous Service as a Non-Represented Employee commenced, including service in an acting or temporary assignment to a non-represented position in that period; and

(ii) The partial year ending prior to the commencement of Service described in section 1.46(c)(i).

3. Section 4.1 of the Plan, entitled "Service Retirement Benefit", is amended by restating subsection (c) in its entirety to read as follows:

(c) **Non-Represented Employee Retirement Benefits.** An eligible Participant whose employment with the District terminates on or after June 30, 2005, and who at the time of such termination is a Non-Represented Employee, will be entitled to a monthly Benefit calculated pursuant to the applicable schedule set forth below as of the date payment of such Benefit commences:

(i) The schedule set forth below applies to all Service, except for service described in (ii):

**(I) On or after age 50:
2% x Monthly Average Earnings x Years of Service During Such Service.**

**(II) On or after age 51:
2.1% x Monthly Average Earnings x Years of Service During Such Service.**

**(III) On or after age 52:
2.2% x Monthly Average Earnings x Years of Service During Such Service.**

**(IV) On or after age 53:
2.3% x Monthly Average Earnings x Years of Service During Such Service.**

**(V) On or after age 54:
2.4% x Monthly Average Earnings x Years of Service During Such Service.**

**(VI) On or after age 55:
2.5% x Monthly Average Earnings x Years of Service During Such Service.**

(ii) With respect to continuous Service as a Non-Represented Employee after July 1, 1994, including service in an acting or temporary assignment to a non-represented position that occurs immediately prior to Service as a Non-Represented Employee, by a Non-Represented Employee who was employed with the District on or after June 21, 2006 and who retired on or after January 1, 2007, the following schedule shall apply, provided that the employee at termination of employment is a Non-Represented Employee and is not in an acting or a temporary assignment from a represented position to a non-represented position:

**(I) On or after age 50:
2% x Monthly Average Earnings x Years of Service During Such Service.**

**(II) On or after age 51:
2.15% x Monthly Average Earnings x Years of Service During Such Service.**

**(III) On or after age 52:
2.30% x Monthly Average Earnings x Years of Service During Such Service.**

**(IV) On or after age 53:
2.45% x Monthly Average Earnings x Years of Service During Such Service.**

(V) On or after age 54:
2.60% x Monthly Average Earnings x Years of Service During
Such Service.

(VI) On or after age 55:
2.75% x Monthly Average Earnings x Years of Service During
Such Service.

IN WITNESS WHEREOF, the Plan is hereby amended as set forth above as of this 20th day of
September, 2006.

By:


Rose Martinez,
District Secretary

AMENDMENT 06-J-12

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

Effective for benefits payable after September 1, 2006, a new Section 4.6 is added to the

Plan as follows:

"4.6 Special Re-employment Benefit. Notwithstanding any other provision of the Plan, any Participant whose original date of hire with the District preceded January 1, 1965, who retired under the Plan in 1996, was reemployed as an AFSCME Employee in 2005 following a period of providing services to the District through an employment agency and re-retires in 2006 shall be subject to the following provisions:

(a) For purposes of calculating the Participant's Service Retirement Benefit for the period as an AFSCME Employee commencing in 2005, Years of Service shall include all periods of employment with an employment agency while performing services solely for and under the direction of the District in addition to his or her period as an AFSCME Employee in 2005 and 2006, and shall include partial Years of Service earned after June 1, 2000, as determined by the Retirement Board.

(b) A Participant with employment described in this Section 4.6 shall not be treated as having incurred a Break in Service of five years or more under Section 1.9 of the Plan while employed by an employment agency and performing services solely for and under direction of the District.

(c) Any Participant granted Years of Service under this Section 4.6 (a) above shall have his or her Service Retirement Benefit calculated by multiplying his or her total Years of Service times his or her Monthly Average Earnings times 2.5% (the Plan benefit formula for AFSCME Employees over age 60). Monthly Average Earning shall only include payments made by the District to the Participant and shall exclude any compensation paid to the Participant by any employment agency.

(d) A Participant's Service Retirement Benefit determined under Section 4.6(c) above shall be reduced to take into account any prior Service Retirement Benefit determined and payable to such Participant in an optional form as follows:

(1) calculate such Participant's Service Retirement Benefit with his or her updated Years of Service in (c) above,

(2) subtract his or her Service Retirement Benefit as calculated upon his or her prior retirement in 1996, before any conversion to an optional form of payment,

(3) the net amount shall be his or her additional Service Retirement Benefit payable upon his or her retirement in 2006 and shall be available for an election of the optional forms of payment available under the Plan, subject to (f) below.

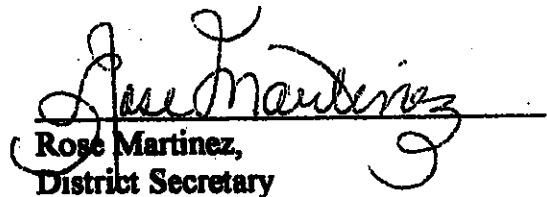
(e) any Service Retirement Benefit that first became payable in 1996 to a Participant described in this Section 4.6 shall continue to be payable in the form paid following the Participant's 1996 retirement.

(f) effective, January 1, 2007, any Participant granted Years of Service under this Section 4.6 (a) above who re-retires after September 15, 2006 and before January 1, 2007

shall be eligible to elect any new optional form of benefit payment under consideration by the District when the Participant retires and made available under the Plan effective January 1, 2007 that provides for an increased payment following the death of a Beneficiary who dies prior to the death of the Participant and who is designated to receive payments after the death of the Participant. If such optional form is elected and yields a payment less than that paid to the Participant between his or her retirement in 2006 and January 1, 2007, the Plan shall recoup such overpayments by reducing future payments to the Participant over the number of months equal to the number of months paid at the higher amount. If such optional form is elected and increases the payments made to Participant between his or her retirement in 2006 and January 1, 2007, the Plan shall increase the payments made under the new optional form to correct any such underpayment for the number of months equal to the number of months paid at the lower amount.

IN WITNESS WHEREOF, the Plan is hereby amended as set forth above as of this 20th day of September, 2006.

By:


Rose Martinez,
District Secretary

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

RESOLUTION NO. 07-006

**A RESOLUTION APPROVING AMENDMENT 07-A-13 TO THE AC TRANSIT
EMPLOYEES' RETIREMENT PLAN**

WHEREAS, the Alameda-Contra Costa Transit District (the District) maintains the AC Transit Employees' Retirement Plan (the Plan), a defined benefit plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the Code), for the benefit of the District's eligible employees; and

WHEREAS, the Plan was recently restated effective January 1, 2005; and

WHEREAS, an additional change to the Plan is necessary, as set forth in the attachment to this resolution; and

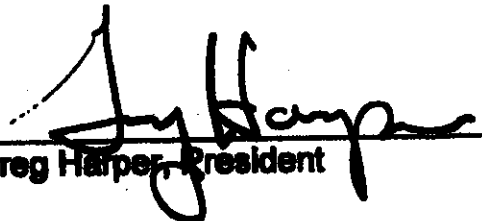
WHEREAS, the proposed amendment has been reviewed by the Retirement Board prior to consideration by the District's Board;

NOW, THEREFORE, the Board of Directors of the Alameda-Contra Costa Transit District does resolve as follows:

SECTION 1. Approves Amendment 07-A-13 to the Plan, as more particularly set forth in attachment A to this Resolution and incorporated into it as if fully set forth herein.

SECTION 2. This Resolution shall become effective immediately upon its passage by four (4) affirmative votes of the Board of Directors.

RESOLUTION NO. 07-006 WAS PASSED AND ADOPTED this 17th day of January 2007.



Greg Harper, President

Attest:



Linda Nemeroff, District Secretary

I, Linda Nemeroff, District Secretary for the Alameda-Contra Costa Transit District, certify that the foregoing Resolution was passed and adopted at a Regular Meeting of the Board of Directors held on the 17th day of January 2007, by the following roll call vote:

**AYES: DIRECTORS PEEPLES, WALLACE, ORTIZ, FERNANDEZ,
DAVIS, VICE PRESIDENT KAPLAN, PRESIDENT HARPER**

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE



Linda Nemeroff, District Secretary

Approved as to form:



Kenneth C. Scheidig, General Counsel

AMENDMENT 07-A-13

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

1. The AC Transit Employees' Retirement Plan is amended effective January 1, 2007 by restating the introductory paragraph of Section 5.3 as follows:

Optional Benefit Forms. Subject to Section 5.2, a Participant may elect to have his or her Service Retirement Benefit paid in one of the forms under subsections (a), (b) or (c) below, each of which will be the Actuarial Equivalent of the Benefit under Section 5.1(a)."

2. The AC Transit Employees' Retirement Plan is amended effective January 1, 2007 by adding a new subsection 5.3(c) as follows:

"(c) This pop-up option may be elected on or after January 1, 2007, by a Participant who was an employee on or after June 21, 2006 and a member of the bargaining unit represented by AFSCME or a Non-Represented Employee and who retires on or after January 1, 2007. This option will provide for a monthly Annuity for the life of the Participant (with such Annuity to be determined pursuant to Table IV or V, respectively, under Appendix A based on the Participant's Benefit) adjusted after the earlier of the death of the Participant or the Beneficiary as provided below:

(i) after the death of the Participant, a monthly survivor Annuity will be payable to, and for the life of, the Beneficiary in an amount equal to either 50% or 100%, as elected, of the amount of the Annuity payable during the life of the Participant; or, in the alternative if applicable,

(ii) after the death of the Beneficiary, an increased monthly Annuity will be payable to the Participant for the Participant's life in the single life Annuity amount determined under Section 5.1(a) above.

The Participant's Beneficiary under this pop-up option must be designated on or before the Participant's Retirement Date. If elected, this option cannot be changed or rescinded after

the Participant's Retirement Date. Nor can the date for commencement of Benefit payments be changed without the consent of the Board, which consent may be given subject to satisfactory evidence of either the Participant's or the Beneficiary's good health. If either the Participant or the Beneficiary should die before the Participant's Retirement Date, election of this option will be null and void. Regardless of any other provision of the Plan, if a Participant who is a member of the bargaining unit represented by AFSCME or a Non-Represented Employee retired on January 1, 2007, such Participant can make a one-time election of the pop-up option provided under this Section 5.3(c) on or before January 31, 2007, by submitting the required election form to the Board even though such election may be a change to a previous election. If any such special election made in January 2007 is received after the processing of the previously scheduled payment of Benefits otherwise due for January 2007, the next monthly payment shall be adjusted by increasing or decreasing such subsequent Benefit payment to reflect the new pop-up election as if it had been elected as of January 1, 2007 (so the total of the two payments is the same as if the pop-up election had been made January 1, 2007.)"

TABLE IV
JOINT AND 50% SURVIVOR OPTION WITH POPUP FACTORS

If the Spouse, Domestic Partner or Beneficiary of the Participant is:


The Same Age	87.38%		
1 year younger:	86.86%	1 year older:	87.90%
2 year younger:	86.33%	2 year older:	88.40%
3 year younger:	85.79%	3 year older:	88.90%
4 year younger:	85.25%	4 year older:	89.38%
5 year younger:	84.71%	5 year older:	89.86%
6 year younger:	84.16%	6 year older:	90.32%
7 year younger:	83.62%	7 year older:	90.76%
8 year younger:	83.07%	8 year older:	91.20%
9 year younger:	82.53%	9 year older:	91.62%
10 year younger:	81.99%	10 year older:	92.03%
11 year younger:	81.45%	11 year older:	92.42%
12 year younger:	80.92%	12 year older:	92.81%
13 year younger:	80.40%	13 year older:	93.17%
14 year younger:	79.87%	14 year older:	93.53%
15 year younger:	79.36%	15 year older:	93.86%
16 year younger:	78.85%	16 year older:	94.18%
17 year younger:	78.36%	17 year older:	94.49%
18 year younger:	77.87%	18 year older:	94.78%
19 year younger:	77.38%	19 year older:	95.05%
20 year younger:	76.91%	20 year older:	95.32%
21 year younger:	76.45%	21 year older:	95.58%
22 year younger:	76.00%	22 year older:	95.80%
23 year younger:	75.56%	23 year older:	96.03%
24 year younger:	75.12%	24 year older:	96.24%
25 year younger:	74.70%	25 year older:	96.45%
26 year younger:	74.30%	26 year older:	96.64%
27 year younger:	73.90%	27 year older:	96.83%
28 year younger:	73.51%	28 year older:	97.01%
29 year younger:	73.14%	29 year older:	97.19%
30 year younger:	72.77%	30 year older:	97.36%

TABLE V
JOINT AND 100% SURVIVOR OPTION WITH POPUP FACTORS

If the Spouse, Domestic Partner or Beneficiary of the Participant is:

The Same Age	77.56%		
1 year younger:	76.77%	1 year older:	78.41%
2 year younger:	75.94%	2 year older:	79.21%
3 year younger:	75.12%	3 year older:	80.01%
4 year younger:	74.30%	4 year older:	80.80%
5 year younger:	73.47%	5 year older:	81.58%
6 year younger:	72.65%	6 year older:	82.34%
7 year younger:	71.85%	7 year older:	83.09%
8 year younger:	71.05%	8 year older:	83.82%
9 year younger:	70.26%	9 year older:	84.54%
10 year younger:	69.48%	10 year older:	85.23%
11 year younger:	68.71%	11 year older:	85.91%
12 year younger:	67.95%	12 year older:	86.58%
13 year younger:	67.22%	13 year older:	87.22%
14 year younger:	66.49%	14 year older:	87.84%
15 year younger:	65.78%	15 year older:	88.44%
16 year younger:	65.08%	16 year older:	89.01%
17 year younger:	64.41%	17 year older:	89.56%
18 year younger:	63.75%	18 year older:	90.08%
19 year younger:	63.11%	19 year older:	90.58%
20 year younger:	62.49%	20 year older:	91.05%
21 year younger:	61.88%	21 year older:	91.51%
22 year younger:	61.29%	22 year older:	91.94%
23 year younger:	60.71%	23 year older:	92.35%
24 year younger:	60.16%	24 year older:	92.75%
25 year younger:	59.62%	25 year older:	93.14%
26 year younger:	59.10%	26 year older:	93.50%
27 year younger:	58.60%	27 year older:	93.85%
28 year younger:	58.12%	28 year older:	94.20%
29 year younger:	57.65%	29 year older:	94.53%
30 year younger:	57.20%	30 year older:	94.85%

IN WITNESS WHEREOF, the Plan is hereby amended as set forth above as of this 17th day of January, 2007.

By: 
 Linda Nemeroff
 District Secretary

AMENDMENT 08-A-14

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

The AC Transit Employees' Retirement Plan (the "Plan") hereby is amended as set forth below, effective June 30, 2008. Capitalized terms not defined in the amendments below ("Amendments") have the same definitions as in the Plan.

1. Except as otherwise provided below, these Amendments apply only with respect to Participants who are otherwise eligible for Benefits and whose employment with the District terminates on or after June 30, 2008.

2. Section 1.30 of the Plan, entitled "Monthly Average Earnings," is amended by restating subsection (d) thereof to read as follows:

(d) For purposes of Section 1.30(a) and (b), "Eligible Age Employee" means an Employee who is:

- (i) age 55 or older on the effective date of his or her Retirement and a member of the collective bargaining unit represented by AFSCME; or
- (ii) age 55 or older on the effective date of his or her Retirement, a member of the collective bargaining unit represented by ATU, and who terminated employment on or after June 30, 2008; or
- (iii) age 50 or older on the effective date of his or her Retirement and a Non-Represented Employee; or
- (iv) age 60 or older on the effective date of his or her Retirement, a member of the collective bargaining unit represented by IBEW, and a Participant with at least ten Years of Service.

3. Section 1.45 of the Plan, the definition of "Vested," is amended by restating subsection (a) thereof to read as follows:

(a) ATU. With respect to Employees who are members of the bargaining unit represented by ATU and who terminated employment prior to June 30, 2008, "Vested" means completion of 10 Years of Service. With respect to Employees who are members of the bargaining unit represented by ATU and who terminate employment on or after June 30, 2008, "Vested" means completion of eight Years of Service.

4. Section 3.2 of the Plan, entitled "Disability Retirement Benefit," is amended by restating the introductory paragraph thereof to read as follows:

An Employee who is Vested, has submitted an application as provided in Section 8.8, and has completed 10 Years of Service will be eligible upon incurring a Disability to receive a Disability Retirement Benefit, commencing on the first day of the month following six months of such Disability, but only if the Participant's employment with the District terminates before that date. If, however, the Participant is a member of the bargaining unit represented by ATU and if the Participant terminates employment on or after June 30, 2008, the Years of Service requirement will be reduced from 10 to 8 for the Total and Permanent Disability Benefit, but will remain 10 Years of Service for an Occupational Disability Benefit. A former Employee who has satisfied the eligibility requirements described in the preceding sentences before termination of employment with the District may, within six months following the date of that termination, submit application to the Board for the payment of a Disability Retirement Benefit. An Employee's (or former Employee's) eligibility for a Disability Retirement Benefit will be subject to the following requirements, as applicable:

5. Section 4.1 of the Plan, entitled "Service Retirement Benefit," is amended by restating subsection (a) thereof in its entirety to read as follows:

(a) ATU Retirement Benefits. An eligible Participant who is a member of the bargaining unit represented by ATU at the time of his or her termination of employment with the District will be entitled to the monthly Benefit set forth in subsection (i), (ii) or (iii) below, as applicable, calculated as of the date payment of such Benefit commences:

- (i) On or after age 55:
 $2\% \times \text{Monthly Average Earnings} \times \text{Years of Service}$.

- (ii) On or after age 60 (but only if the Participant terminates employment on or after June 30, 2008):
2.25% x Monthly Average Earnings x Years of Service.
- (iii) On or after age 65:
2.5% x Monthly Average Earnings x Years of Service.

6. Section 4.2 of the Plan, entitled "Disability Retirement Benefit," is amended by adding the following new subsection (e) to the end thereof:

(e) A Participant who has applied for a Disability Retirement payable under Section 4.2(a)(i) or (ii) may elect to receive a survivor benefit, subject to the following terms and conditions:

- (i) this survivor benefit election is available to a Participant only if (A) District employment terminates on or after February 29, 2008, (B) the Participant is a member of the bargaining unit represented by ATUJ at the time his or her District employment terminates, and (C) at the time of election, the Participant has either a spouse, Domestic Partner, or one or more Eligible Children;
- (ii) the election must be made at the time and in the manner required by the Board, but in no event will a Participant be permitted to elect (or revoke) the survivor benefit election on or after the date payment of his or her Disability Retirement Benefit begins, except that the election will be automatically revoked if the Participant exercises conversion rights under Section 4.2(d);
- (iii) if at the time of election, the electing Participant has a spouse or Domestic Partner, the Participant's monthly Benefit will be equal to the amount determined under Section 4.2(a)(i) or (ii), as applicable, adjusted as provided under Table II of Appendix A, with a monthly Benefit payable after the Participant's death for the surviving spouse's or Domestic Partner's life equal to 50% of the amount payable to the Participant at the time of death;
- (iv) if at the time of election, the electing Participant has one or more Eligible Children but no spouse or Domestic Partner, the Participant's monthly Benefit will be equal to the amount determined under Section 4.2(a)(i) or (ii), as applicable, adjusted by applying the "same age" factor under Table II of Appendix A, with a monthly Benefit payable after the

Participant's death to the surviving Eligible Child(ren) equal to 50% of the amount payable to the Participant at the time of death, but each such person will receive the Benefit only for so long as he or she remains an Eligible Child; if there is more than one Eligible Child, the monthly Benefit will be divided equally among the Eligible Children;

- (v) the survivor benefit after the Participant's death will be provided to his or her surviving spouse, Domestic Partner, or Eligible Child(ren), as applicable, but only if each such person was, respectively, the same spouse, Domestic Partner, or Eligible Child at the time the Participant made the survivor benefit election; and
- (vi) regardless of any other Plan provision, with respect to a Participant whose District employment terminated on or after February 29, 2008 and before [October 1, 2008], and who elected a Disability Retirement Benefit under Section 4.2(a)(i) or (ii) but not the survivor benefit, if that Participant qualified under the foregoing provisions to elect the survivor benefit option at the time he or she made the Disability Retirement Benefit election, then the Participant will be permitted to make a one-time election of the survivor benefit option by submitting, on or before [October 31, 2008], the required election form to the Board, even though such election modifies the prior election. If any such special one-time election is received after the payment of Benefits otherwise due under the prior election begins, the next monthly payment(s) will be adjusted by reducing that payment(s) in an amount determined by the Board to reflect the new survivor benefit election as if the Participant had initially elected that benefit (so that the total of the payments, as adjusted, is the same as the total payments that would have been made had the Participant initially elected the survivor benefit option). The amount of such reductions will be sufficient to complete the required adjustment in 12 months or less.

7. Section 5.3 of the Plan, entitled "Optional Benefit Forms," is amended by restating the introductory paragraph thereof to read as follows:

Optional Benefit Forms. Subject to Section 5.2, a Participant may elect to have his or her Service Retirement Benefit paid in one of the forms under subsections (a), (b), (c), or (d) below, each of which will be the Actuarial Equivalent of the Benefit under Section 5.1(a).

8. Section 5.3 is further amended by adding the following new subsection (d)

to the end thereof:

(d) This pop-up option may be elected on or after July 1, 2008, by a Participant who terminates District employment on or after June 30, 2008, is a member of the bargaining unit represented by ATU at the time of termination, and whose Retirement Date is on or after July 1, 2008. This option will provide for a monthly Annuity for the life of the Participant (with such Annuity to be determined under Table IV or V, respectively, under Appendix A based on the Participant's Benefit) adjusted after the earlier of the death of the Participant or the Beneficiary as provided below:

(i) after the death of the Participant, a monthly survivor Annuity will be payable to, and for the life of, the Beneficiary in an amount equal to either 50% or 100%, as elected, of the amount of the Annuity payable during the life of the Participant; or, in the alternative if applicable,

(ii) after the death of the Beneficiary, an increased monthly Annuity will be payable to the Participant for the Participant's life in the single life Annuity amount determined under Section 5.1(a) above.


The Participant's Beneficiary under this pop-up option must be designated on or before the Participant's Retirement Date. If elected, this option cannot be changed or rescinded after the Participant's Retirement Date. Nor can the date for commencement of Benefit payments be changed without the consent of the Board, which consent may be given subject to satisfactory evidence of either the Participant's or the Beneficiary's good health. If either the Participant or the Beneficiary dies before the Participant's Retirement Date, election of this option will be null and void. Regardless of any other provision of the Plan, with respect to a Participant who terminates employment on or after June 30, 2008 and at the time of termination he or she is a member of the bargaining unit represented by ATU, and whose Retirement Date is after June 30, 2008 but on or before the first day of the month after the month in which the District adopts this Section 5.3(d), that Participant can make a one-time election of the pop-up option provided under this Section 5.3(d), by submitting, on or before the last day of the month after the month in which the District adopts this Section 5.3(d), the required election form to the Board even though such election may be a change to a previous election. If any such special one-time election is received after the payment of Benefits otherwise due to the Participant begins, the next monthly payment(s) will be adjusted by increasing or reducing that payment(s) in an amount determined by the Board to reflect the new pop-up election as if it had been elected as of the

Participant's Retirement Date (so that the total of the payments, as adjusted, is the same as the total payments that would have been made had the Participant initially elected the pop-election as of the Retirement Date). If the adjustment requires reduction of payment(s), the amount of such reduction will be sufficient to complete the required adjustment in 12 months or less.

9. Section 6.1 of the Plan, entitled "Pre-Retirement Death Benefit," is amended by restating subsection (b) thereof to read as follows:

(b) on the date of death, was eligible to elect to receive a Service Retirement Benefit or had completed at least 10 Years of Service (eight Years of Service, in the case of a Participant who was employed on or after June 30, 2008 and who is a member of the bargaining unit represented by ATU at the time of death); and

I, Linda A. Nemeroff, District Secretary for the Alameda-Contra Costa Transit District, do certify that the Plan is hereby amended as set forth above as of the 6th day of August, 2008.

By 
Linda A. Nemeroff, District Secretary
Alameda-Contra Costa Transit District

**ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
RESOLUTION NO. 08-052**

**A RESOLUTION AMENDING THE ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
EMPLOYEE'S RETIREMENT PLAN TO REFLECT CHANGES CONTAINED IN THE
COLLECTIVE BARGAINING AGREEMENT WITH AMALGAMATED TRANSIT UNION
LOCAL 192, EFFECTIVE JULY 1, 2008**

WHEREAS, the Alameda-Contra Costa Transit District Board of Directors (the District) is authorized by Public Utilities Code sections 25301 and 25361 to establish a retirement system; and

WHEREAS, the District has created a retirement system known as the AC Transit Employees' Retirement Plan (the Plan); and

WHEREAS, the Plan has been amended from time to time; and

WHEREAS, the District negotiated amendments to the retirement plan for the members of the Amalgamated Transit Union Local 192 (ATU) as part of the Collective Bargaining Agreement which was effective on July 1, 2007.

NOW THEREFORE, the Alameda-Contra Costa Transit District Board of Directors does resolve as follows:

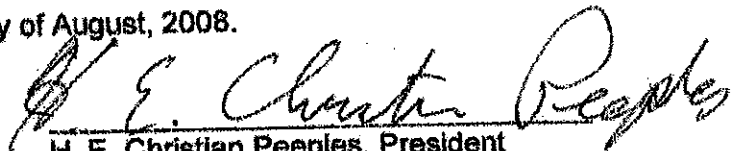
Section 1. Approves amendments to the Plan to conform to the amendments contained in the Collective Bargaining Agreement, identified in the above Whereas Clauses, between ATU and the District, as contained in Exhibit A (Plan Amendment 08-A-14) attached hereto and incorporated into this Resolution by reference.

Section 2. The amendments identified in Section 1, above, shall become effective July 1, 2008, except for the provisions contained in Section 6(e)(i), which shall become effective retroactively to February 29, 2008.

Section 3. The District Secretary shall provide a copy of this resolution and its attachments to the Retirement System Manager as soon as reasonably possible following the adoption of this Resolution.

Section 4. This resolution shall become effective immediately upon its passage by four affirmative votes of the Board of Directors.

PASSED AND ADOPTED this 6th day of August, 2008.


H. E. Christian Peoples, President

Attest:


Linda A. Nemeroff, District Secretary

I, Linda A. Nemeroff, District Secretary for the Alameda-Contra Costa Transit District, do hereby certify that the foregoing Resolution was passed and adopted at a Special Meeting of the Board of Directors held on August 6, 2008, by the following roll call vote:

AYES: DIRECTOR WALLACE, VICE PRESIDENT KAPLAN, DIRECTORS
ORTIZ, HARPER, FERNANDEZ, DAVIS, PRESIDENT PEEPLES


NOES: NONE

ABSENT: NONE


ABSTAIN: NONE


Linda A. Nemeroff, District Secretary

Approved as to Form:


Kenneth C. Scheidig, General Counsel

Memo

To: AC Transit Retirement Board
From: Hugo Wildmann 
Date: 8/13/2008
Re: Plan Amendment for ATU Contract Changes

Attached you will find three documents pertaining to the retirement plan amendment for ATU:

- 1) The GC (General Counsel) memo (08-198) pertaining to the plan amendment. The fiscal impact figures in this memo were computed by the District's actuary.
- 2) The actual Amendment (08-A-14) and the AC Transit Board Resolution (08-052).
- 3) A redline version of 08-A-14.

The Board adopted the amendment on August 6th. We will discuss our plan for implementing this amendment at the Board meeting on Monday.

**AC TRANSIT DISTRICT
Board of Directors
Executive Summary**

GC Memo No. 08-198

Meeting Date: August 6, 2008

Committees:

Planning Committee
External Affairs Committee
Rider Complaint Committee

Finance and Audit Committee
Operations Committee
Paratransit Committee

Board of Directors

Financing Corporation

SUBJECT: Adopt Resolution No. 08-052 Amending the AC Transit District Employees' Retirement Plan to Reflect Changes Contained in the Collective Bargaining Agreement for Members of the Amalgamated Transit Union (ATU), Local 192, Effective July 1, 2008

RECOMMENDED ACTION:

Information Only Briefing Item Recommended Motion

Adopt Resolution No. 08-052

Fiscal Impact:

Unfunded Liability: \$14,708,598
Cost per Year: \$ 1,990,514

Background/Discussion:

On June 25, 2008, the Board of Directors approved a three year labor contract with ATU, Local 192, retroactive to July 1, 2007. Among the items negotiated and agreed to as part of that agreement were amendments to the AC Transit District Employees' Retirement Plan, as shown in Attachment A.

In accordance with Board Policy No. 170, the agreed to Plan amendment was submitted to the District's retirement counsel to draft the amendment language, it was submitted to the Retirement Plan Manager and Retirement Board counsel for review and comment, submitted to the Retirement Board for comment and, finally, to the ATU, Local 192 President for review.

The proposed amendments to the Plan are set forth in Attachment B.

BOARD ACTION:

Approved as Recommended []
Approved with Modification(s) []

Other []

The above order was passed on:

Linda A. Nemeroff, District Secretary
By

GC Memo No. 08-198
Meeting Date: August 6, 2008
Page 2 of 2

A draft of Resolution No. 08-052 is Attachment C.

Prior Relevant Board Actions/Policies:

The Board has amended the Retirement Plan from time to time to reflect changes negotiated with its unions and is necessary to keep the Plan up to date.

Attachments:

- A. Tentative Agreement Sec. 21.02
- B. Plan Amendment 08-A-14
- C. Resolution No. 08-052

Approved by: Kenneth C. Scheidig, General Counsel
Reviewed by: Rick Fernandez, General Manager
Prepared by: Kenneth C. Scheidig, General Counsel
Date Prepared: July 30, 2008

AMENDMENT 08-A-14

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

The AC Transit Employees' Retirement Plan (the "Plan") hereby is amended as set forth below, effective June 30, 2008. Capitalized terms not defined in the amendments below ("Amendments") have the same definitions as in the Plan.

1. Except as otherwise provided below, these Amendments apply only with respect to Participants who are otherwise eligible for Benefits and whose employment with the District terminates on or after June 30, 2008.

2. Section 1.30 of the Plan, entitled "Monthly Average Earnings," is amended by restating subsection (d) thereof to read as follows:

(d) For purposes of Section 1.30(a) and (b), "Eligible Age Employee" means an Employee who is:

- (i) age 55 or older on the effective date of his or her Retirement and a member of the collective bargaining unit represented by AFSCME; or
- (ii) age 55 or older on the effective date of his or her Retirement, a member of the collective bargaining unit represented by ATU, and who terminated employment on or after June 30, 2008; or
- (iii) age 50 or older on the effective date of his or her Retirement and a Non-Represented Employee; or
- (iv) age 80 or older on the effective date of his or her Retirement, a member of the collective bargaining unit represented by IBEW, and a Participant with at least ten Years of Service.

3. Section 1.45 of the Plan, the definition of "Vested," is amended by restating subsection (a) thereof to read as follows:

(a) ATU. With respect to Employees who are members of the bargaining unit represented by ATU and who terminated employment prior to June 30, 2008, "Vested" means completion of 10 Years of Service. With respect to Employees who are members of the bargaining unit represented by ATU and who terminate employment on or after June 30, 2008, "Vested" means completion of eight Years of Service.

4. Section 3.2 of the Plan, entitled "Disability Retirement Benefit," is amended by restating the introductory paragraph thereof to read as follows:

An Employee who is Vested, has submitted an application as provided in Section 8.8, and has completed 10 Years of Service will be eligible upon incurring a Disability to receive a Disability Retirement Benefit, commencing on the first day of the month following six months of such Disability, but only if the Participant's employment with the District terminates before that date. If, however, the Participant is a member of the bargaining unit represented by ATU and if the Participant terminates employment on or after June 30, 2008, the Years of Service requirement will be reduced from 10 to 8 for the Total and Permanent Disability Benefit, but will remain 10 Years of Service for an Occupational Disability Benefit. A former Employee who has satisfied the eligibility requirements described in the preceding sentences before termination of employment with the District may, within six months following the date of that termination, submit application to the Board for the payment of a Disability Retirement Benefit. An Employee's (or former Employee's) eligibility for a Disability Retirement Benefit will be subject to the following requirements, as applicable:

5. Section 4.1 of the Plan, entitled "Service Retirement Benefit," is amended by restating subsection (a) thereof in its entirety to read as follows:

(a) ATU Retirement Benefits. An eligible Participant who is a member of the bargaining unit represented by ATU at the time of his or her termination of employment with the District will be entitled to the monthly Benefit set forth in subsection (i), (ii) or (iii) below, as applicable, calculated as of the date payment of such Benefit commences:

- (i) On or after age 55:
 $2\% \times \text{Monthly Average Earnings} \times \text{Years of Service}$.

- (ii) On or after age 60 (but only if the Participant terminates employment on or after June 30, 2008):
2.25% x Monthly Average Earnings x Years of Service.
- (iii) On or after age 65:
2.5% x Monthly Average Earnings x Years of Service.

6. Section 4.2 of the Plan, entitled "Disability Retirement Benefit," is amended by adding the following new subsection (e) to the end thereof:

(e) A Participant who has applied for a Disability Retirement payable under Section 4.2(a)(i) or (ii) may elect to receive a survivor benefit, subject to the following terms and conditions:

- (i) this survivor benefit election is available to a Participant only if (A) District employment terminates on or after February 29, 2008, (B) the Participant is a member of the bargaining unit represented by ATU at the time his or her District employment terminates, and (C) at the time of election, the Participant has either a spouse, Domestic Partner, or one or more Eligible Children;
- (ii) the election must be made at the time and in the manner required by the Board, but in no event will a Participant be permitted to elect (or revoke) the survivor benefit election on or after the date payment of his or her Disability Retirement Benefit begins, except that the election will be automatically revoked if the Participant exercises conversion rights under Section 4.2(d);
- (iii) if at the time of election, the electing Participant has a spouse or Domestic Partner, the Participant's monthly Benefit will be equal to the amount determined under Section 4.2(a)(i) or (ii), as applicable, adjusted as provided under Table II of Appendix A, with a monthly Benefit payable after the Participant's death for the surviving spouse's or Domestic Partner's life equal to 50% of the amount payable to the Participant at the time of death;
- (iv) if at the time of election, the electing Participant has one or more Eligible Children but no spouse or Domestic Partner, the Participant's monthly Benefit will be equal to the amount determined under Section 4.2(a)(i) or (ii), as applicable, adjusted by applying the "same age" factor under Table II of Appendix A, with a monthly Benefit payable after the

Participant's death to the surviving Eligible Child(ren) equal to 50% of the amount payable to the Participant at the time of death; but each such person will receive the Benefit only for so long as he or she remains an Eligible Child; if there is more than one Eligible Child, the monthly Benefit will be divided equally among the Eligible Children;

- (v) the survivor benefit after the Participant's death will be provided to his or her surviving spouse, Domestic Partner, or Eligible Child(ren), as applicable, but only if each such person was, respectively, the same spouse, Domestic Partner, or Eligible Child at the time the Participant made the survivor benefit election; and
- (vi) regardless of any other Plan provision, with respect to a Participant whose District employment terminated on or after February 29, 2008 and before [October 1, 2008], and who elected a Disability Retirement Benefit under Section 4.2(a)(i) or (j) but not the survivor benefit, if that Participant qualified under the foregoing provisions to elect the survivor benefit option at the time he or she made the Disability Retirement Benefit election, then the Participant will be permitted to make a one-time election of the survivor benefit option by submitting, on or before [October 31, 2008], the required election form to the Board, even though such election modifies the prior election. If any such special one-time election is received after the payment of Benefits otherwise due under the prior election begins, the next monthly payment(s) will be adjusted by reducing that payment(s) in an amount determined by the Board to reflect the new survivor benefit election as if the Participant had initially elected that benefit (so that the total of the payments, as adjusted, is the same as the total payments that would have been made had the Participant initially elected the survivor benefit option). The amount of such reductions will be sufficient to complete the required adjustment in 12 months or less.

7. Section 5.3 of the Plan, entitled "Optional Benefit Forms," is amended by restating the introductory paragraph thereof to read as follows:

Optional Benefit Forms. Subject to Section 5.2, a Participant may elect to have his or her Service Retirement Benefit paid in one of the forms under subsections (a), (b), (c), or (d) below, each of which will be the Actuarial Equivalent of the Benefit under Section 5.1(a).

8. Section 5.3 is further amended by adding the following new subsection (d)

to the end thereof:

(d) This pop-up option may be elected on or after July 1, 2008, by a Participant who terminates District employment on or after June 30, 2008, is a member of the bargaining unit represented by ATU at the time of termination, and whose Retirement Date is on or after July 1, 2008. This option will provide for a monthly Annuity for the life of the Participant (with such Annuity to be determined under Table IV or V, respectively, under Appendix A based on the Participant's Benefit) adjusted after the earlier of the death of the Participant or the Beneficiary as provided below:

(i) after the death of the Participant, a monthly survivor Annuity will be payable to, and for the life of, the Beneficiary in an amount equal to either 50% or 100%, as elected, of the amount of the Annuity payable during the life of the Participant; or, in the alternative if applicable,

(ii) after the death of the Beneficiary, an increased monthly Annuity will be payable to the Participant for the Participant's life in the single life Annuity amount determined under Section 5.1(a) above.

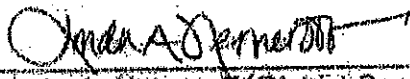
The Participant's Beneficiary under this pop-up option must be designated on or before the Participant's Retirement Date. If elected, this option cannot be changed or rescinded after the Participant's Retirement Date. Nor can the date for commencement of Benefit payments be changed without the consent of the Board, which consent may be given subject to satisfactory evidence of either the Participant's or the Beneficiary's good health. If either the Participant or the Beneficiary dies before the Participant's Retirement Date, election of this option will be null and void. Regardless of any other provision of the Plan, with respect to a Participant who terminates employment on or after June 30, 2008 and at the time of termination he or she is a member of the bargaining unit represented by ATU, and whose Retirement Date is after June 30, 2008 but on or before the first day of the month after the month in which the District adopts this Section 5.3(d), that Participant can make a one-time election of the pop-up option provided under this Section 5.3(d), by submitting, on or before the last day of the month after the month in which the District adopts this Section 5.3(d), the required election form to the Board even though such election may be a change to a previous election. If any such special one-time election is received after the payment of Benefits otherwise due to the Participant begins, the next monthly payment(s) will be adjusted by increasing or reducing that payment(s) in an amount determined by the Board to reflect the new pop-up election as if it had been elected as of the

Participant's Retirement Date (so that the total of the payments, as adjusted, is the same as the total payments that would have been made had the Participant initially elected the pop-election as of the Retirement Date). If the adjustment requires reduction of payment(s), the amount of such reduction will be sufficient to complete the required adjustment in 12 months or less.

9. Section 6.1 of the Plan, entitled "Pre-Retirement Death Benefit," is amended by restating subsection (b) thereof to read as follows:

(b) on the date of death, was eligible to elect to receive a Service Retirement Benefit or had completed at least 10 Years of Service (eight Years of Service, in the case of a Participant who was employed on or after June 30, 2008 and who is a member of the bargaining unit represented by ATU at the time of death); and

I, Linda A. Nemeroff, District Secretary for the Alameda-Contra Costa Transit District, do certify that the Plan is hereby amended as set forth above as of the 6th day of August, 2008.

By 
Linda A. Nemeroff, District Secretary
Alameda-Contra Costa Transit District

**ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
RESOLUTION NO. 08-052**

**A RESOLUTION AMENDING THE ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
EMPLOYEE'S RETIREMENT PLAN TO REFLECT CHANGES CONTAINED IN THE
COLLECTIVE BARGAINING AGREEMENT WITH AMALGAMATED TRANSIT UNION
LOCAL 192, EFFECTIVE JULY 1, 2008**

WHEREAS, the Alameda-Contra Costa Transit District Board of Directors (the District) is authorized by Public Utilities Code sections 25301 and 25361 to establish a retirement system; and

WHEREAS, the District has created a retirement system known as the AC Transit Employees' Retirement Plan (the Plan); and

WHEREAS, the Plan has been amended from time to time; and

WHEREAS, the District negotiated amendments to the retirement plan for the members of the Amalgamated Transit Union Local 192 (ATU) as part of the Collective Bargaining Agreement which was effective on July 1, 2007.

NOW THEREFORE, the Alameda-Contra Costa Transit District Board of Directors does resolve as follows:

Section 1. Approves amendments to the Plan to conform to the amendments contained in the Collective Bargaining Agreement, identified in the above Whereas Clauses, between ATU and the District, as contained in Exhibit A (Plan Amendment 08-A-14) attached hereto and incorporated into this Resolution by reference.

Section 2. The amendments identified in Section 1, above, shall become effective July 1, 2008, except for the provisions contained in Section 6(e)(i), which shall become effective retroactively to February 29, 2008.

Section 3. The District Secretary shall provide a copy of this resolution and its attachments to the Retirement System Manager as soon as reasonably possible following the adoption of this Resolution.

Section 4. This resolution shall become effective immediately upon its passage by four affirmative votes of the Board of Directors.

PASSED AND ADOPTED this 6th day of August, 2008.


H. E. Christian Peeples, President

Attest:


Linda A. Nemeroff, District Secretary

I, Linda A. Nemeroff, District Secretary for the Alameda-Contra Costa Transit District, do hereby certify that the foregoing Resolution was passed and adopted at a Special Meeting of the Board of Directors held on August 6, 2008, by the following roll call vote:

AYES: DIRECTOR WALLACE, VICE PRESIDENT KAPLAN, DIRECTORS ORTIZ, HARPER, FERNANDEZ, DAVIS, PRESIDENT PEEPLES

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE


Linda A. Nemeroff, District Secretary

Approved as to Form:


Kenneth C. Scheidig, General Counsel

DRAFT 7/25/08

AMENDMENT 08-A-14

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

The AC Transit Employees' Retirement Plan (the "Plan") hereby is amended as set forth below, effective June 30, 2008. Capitalized terms not defined in the amendments below

("Amendments") have the same definitions as in the Plan.

1. Except as otherwise provided below, these Amendments apply only with respect to Participants who are otherwise eligible for Benefits and whose employment with the District terminates on or after June 30, 2008.

2. Section 1.30 of the Plan, entitled "Monthly Average Earnings," is amended by restating subsection (d) thereof to read as follows: last revised by amendment 06-G-9.

7/1/06 version

(d) For purposes of Section 1.30(a) and (b), "Eligible Age Employee" means an Employee who is:

- (i) age 55 or older on the effective date of his or her Retirement and a member of the collective bargaining unit represented by AFSCME; or
- (ii) age 55 or older on the effective date of his or her Retirement, a member of the collective bargaining unit represented by ATU, and who terminated employment on or after June 30, 2008; or
- (iii) age 50 or older on the effective date of his or her Retirement and a Non-Represented Employee; or
- ~~(iii)~~ (iv) age 60 or older on the effective date of his or her Retirement, a member of the collective bargaining unit represented by IBEW, and a Participant with at least ten Years of Service.

3. Section 1.45 of the Plan, the definition of "Vested," is amended by restating subsection (a) thereof to read as follows: [last revised by amendment 06-E-7]

(a) ATU. With respect to Employees who are members of the bargaining unit represented by ATU and who terminated employment prior to June 30, 2008, "Vested" means completion of 10 Years of Service. With respect to Employees who are members of the bargaining unit represented by ATU and who terminate employment on or after June 30, 2008, "Vested" means completion of eight Years of Service.

4. Section 3.2 of the Plan, entitled "Disability Retirement Benefit," is amended by restating the introductory paragraph thereof to read as follows: [no revisions since 1/1/05 plan restatement]

An Employee who is Vested, has submitted an application as provided in Section 8.8, and has completed 10 Years of Service will be eligible upon incurring a Disability to receive a Disability Retirement Benefit, commencing on the first day of the month following six months of such Disability, but only if the Participant's employment with the District terminates before that date. If, however, the Participant is a member of the bargaining unit represented by ATU and if the Participant terminates employment on or after June 30, 2008, the Years of Service requirement will be reduced from 10 to 8 for the Total and Permanent Disability Benefit, but will remain 10 Years of Service for an Occupational Disability Benefit. A former Employee who has satisfied the eligibility requirements described in the preceding ~~sentences~~ before termination of employment with the District may, within six months following the date of that termination, submit application to the Board for the payment of a Disability Retirement Benefit. An Employee's (or former Employee's) eligibility for a Disability Retirement Benefit will be subject to the following requirements, as applicable:

5. Section 4.1 of the Plan, entitled "Service Retirement Benefit," is amended by restating subsection (a) thereof in its entirety to read as follows: [last revised by amendment 06-G-9, 7/1/06 version]

(a) ATU Retirement Benefits. An eligible Participant who is a member of the bargaining unit represented by ATU at the time of his or her termination of employment with the District will be entitled to the monthly Benefit set forth in subsection (i), (ii) or (iii) below, as applicable, calculated as of the date payment of such Benefit commences:

- (i) On or after age 55:
2% x Monthly Average Earnings x Years of Service.
- (ii) On or after age 60 (but only if the Participant terminates employment on or after June 30, 2008):
2.25% x Monthly Average Earnings x Years of Service.**
- (iii) On or after age 65:
2.5% x Monthly Average Earnings x Years of Service.**

6. Section 4.2 of the Plan, entitled "Disability Retirement Benefit," is amended by adding the following new subsection (e) to the end thereof: **Section 4.2 last revised by amendment 06-C-5: no prior subsection (e)**

(e) A Participant who has applied for a Disability Retirement payable under Section 4.2(a)(i) or (ii) may elect to receive a survivor benefit, subject to the following terms and conditions:

- (i) this survivor benefit election is available to a Participant only if (A) District employment terminates on or after February 29, 2008, (B) the Participant is a member of the bargaining unit represented by ATU at the time his or her District employment terminates, and (C) at the time of election, the Participant has either a spouse, Domestic Partner, or one or more Eligible Children;**
- (ii) the election must be made at the time and in the manner required by the Board, but in no event will a Participant be permitted to elect (or revoke) the survivor benefit election on or after the date payment of his or her Disability Retirement Benefit begins, except that the election will be automatically revoked if the Participant exercises conversion rights under Section 4.2(d);**
- (iii) if at the time of election, the electing Participant has a spouse or Domestic Partner, the Participant's monthly Benefit will be equal to the amount determined under Section 4.2(a)(i) or (ii), as applicable, adjusted as provided under Table II of Appendix A, with a monthly Benefit payable after the Participant's death for the surviving spouse's or Domestic Partner's life equal to 50% of the amount payable to the Participant at the time of death;**

- (iv) If at the time of election, the electing Participant has one or more Eligible Children but no spouse or Domestic Partner, the Participant's monthly Benefit will be equal to the amount determined under Section 4.2(a)(i) or (ii), as applicable, adjusted by applying the "same age" factor under Table II of Appendix A, with a monthly Benefit payable after the Participant's death to the surviving Eligible Child(ren) equal to 50% of the amount payable to the Participant at the time of death, but each such person will receive the Benefit only for so long as he or she remains an Eligible Child; if there is more than one Eligible Child, the monthly Benefit will be divided equally among the Eligible Children;**
- (v) the survivor benefit after the Participant's death will be provided to his or her surviving spouse, Domestic Partner, or Eligible Child(ren), as applicable, but only if each such person was, respectively, the same spouse, Domestic Partner, or Eligible Child at the time the Participant made the survivor benefit election; and**
- (vi) regardless of any other Plan provision, with respect to a Participant whose District employment terminated on or after February 29, 2008 and before [October 1, 2008], and who elected a Disability Retirement Benefit under Section 4.2(a)(i) or (ii) but not the survivor benefit, if that Participant qualified under the foregoing provisions to elect the survivor benefit option at the time he or she made the Disability Retirement Benefit election, then the Participant will be permitted to make a one-time election of the survivor benefit option by submitting, on or before [October 31, 2008], the required election form to the Board, even though such election modifies the prior election. If any such special one-time election is received after the payment of Benefits otherwise due under the prior election begins, the next monthly payment(s) will be adjusted by reducing that payment(s) in an amount determined by the Board to reflect the new survivor benefit election as if the Participant had initially elected that benefit (so that the total of the payments, as adjusted, is the same as the total payments that would have been made had the Participant initially elected the survivor benefit option). The amount of such reductions will be sufficient to complete the required adjustment in 12 months or less.**

7. Section 5.3 of the Plan, entitled "Optional Benefit Forms," is amended by restating the introductory paragraph thereof to read as follows: last revised by amendment

07-A-131

Optional Benefit Forms. Subject to Section 5.2, a Participant may elect to have his or her Service Retirement Benefit paid in one of the forms under subsections (a), (b), ~~(c)~~, or ~~(ed)~~ below, each of which will be the Actuarial Equivalent of the Benefit under Section 5.1(a).

8. Section 5.3 is further amended by adding the following new subsection (d) to the end thereof: section 5.3 last revised by amendment 07-A-13; no prior subsection

(d)

(d) This pop-up option may be elected on or after July 1, 2008, by a Participant who terminates District employment on or after June 30, 2008, is a member of the bargaining unit represented by ATU at the time of termination, and whose Retirement Date is on or after July 1, 2008. This option will provide for a monthly Annuity for the life of the Participant (with such Annuity to be determined under Table IV or V, respectively, under Appendix A based on the Participant's Benefit) adjusted after the earlier of the death of the Participant or the Beneficiary as provided below:

(i) after the death of the Participant, a monthly survivor Annuity will be payable to, and for the life of, the Beneficiary in an amount equal to either 50% or 100%, as elected, of the amount of the Annuity payable during the life of the Participant; or, in the alternative if applicable,

(ii) after the death of the Beneficiary, an increased monthly Annuity will be payable to the Participant for the Participant's life in the single life Annuity amount determined under Section 5.1(a) above.

The Participant's Beneficiary under this pop-up option must be designated on or before the Participant's Retirement Date. If elected, this option cannot be changed or rescinded after the Participant's Retirement Date. Nor can the date for commencement of Benefit payments be changed without the consent of the Board, which consent may be given subject to satisfactory evidence of either the Participant's or the Beneficiary's good health. If either the Participant or the Beneficiary dies before the Participant's Retirement Date, election of this option will be null and void.

Regardless of any other provision of the Plan, with respect to a Participant who terminates employment on or after June 30, 2008 and at the time of termination he or she is a member of the bargaining unit represented by ATU, and whose Retirement Date is after June 30, 2008 but on or before the first day of the month after the month in which the District adopts this Section 5.3(d), that Participant can make a one-time election of the pop-up option provided under this Section 5.3(d), by submitting, on or before the last day of the month after the month in which the District adopts this Section 5.3(d), the required election form to the Board even though such election may be a change to a previous election. If any such special one-time election is received after the payment of Benefits otherwise due to the Participant begins, the next monthly payment(s) will be adjusted by increasing or reducing that payment(s) in an amount determined by the Board to reflect the new pop-up election as if it had been elected as of the Participant's Retirement Date (so that the total of the payments, as adjusted, is the same as the total payments that would have been made had the Participant initially elected the pop-election as of the Retirement Date). If the adjustment requires reduction of payment(s), the amount of such reduction will be sufficient to complete the required adjustment in 12 months or less.

9. Section 6.1 of the Plan, entitled "Pre-Retirement Death Benefit," is amended by restating subsection (b) thereof to read as follows: [no revisions since 1/1/05 plan restatement]

(b) on the date of death, was eligible to elect to receive a Service Retirement Benefit or had completed at least 10 Years of Service (eight Years of Service, in the case of a Participant who was employed on or after June 30, 2008 and who is a member of the bargaining unit represented by ATU at the time of death); and

IN WITNESS WHEREOF, the Plan is hereby amended as set forth above on this

_____ day of _____, 2008.

By _____

DRAFT 7/25/08

AMENDMENT 08-A-14

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

The AC Transit Employees' Retirement Plan (the "Plan") hereby is amended as set forth below, effective June 30, 2008. Capitalized terms not defined in the amendments below ("Amendments") have the same definitions as in the Plan.

1. Except as otherwise provided below, these Amendments apply only with respect to Participants who are otherwise eligible for Benefits and whose employment with the District terminates on or after June 30, 2008.

2. Section 1.30 of the Plan, entitled "Monthly Average Earnings," is amended by restating subsection (d) thereof to read as follows: [last revised by amendment 06-G-9,

7/1/06 version]

(d) For purposes of Section 1.30(a) and (b), "Eligible Age Employee" means an Employee who is:

(i) age 55 or older on the effective date of his or her Retirement and a member of the collective bargaining unit represented by AFSCME; or

(ii) age 55 or older on the effective date of his or her Retirement, a member of the collective bargaining unit represented by ATU, and who terminated employment on or after June 30, 2008; or

(iii) age 50 or older on the effective date of his or her Retirement and a Non-Represented Employee; or

(iii)y age 60 or older on the effective date of his or her Retirement, a member of the collective bargaining unit represented by IBEW, and a Participant with at least ten Years of Service.

3. Section 1.45 of the Plan, the definition of "Vested," is amended by restating subsection (a) thereof to read as follows: [last revised by amendment 06-E-71]

(a) ATU. With respect to Employees who are members of the bargaining unit represented by ATU and who terminated employment prior to June 30, 2008, "Vested" means completion of 10 Years of Service. With respect to Employees who are members of the bargaining unit represented by ATU and who terminate employment on or after June 30, 2008, "Vested" means completion of eight Years of Service.

4. Section 3.2 of the Plan, entitled "Disability Retirement Benefit," is amended by restating the introductory paragraph thereof to read as follows: [no revisions since 1/1/05 plan restatement]

An Employee who is Vested, has submitted an application as provided in Section 8.8, and has completed 10 Years of Service will be eligible upon incurring a Disability to receive a Disability Retirement Benefit, commencing on the first day of the month following six months of such Disability, but only if the Participant's employment with the District terminates before that date. If, however, the Participant is a member of the bargaining unit represented by ATU and if the Participant terminates employment on or after June 30, 2008, the Years of Service requirement will be reduced from 10 to 8 for the Total and Permanent Disability Benefit, but will remain 10 Years of Service for an Occupational Disability Benefit. A former Employee who has satisfied the eligibility requirements described in the preceding ~~sentences~~ sentences before termination of employment with the District may, within six months following the date of that termination, submit application to the Board for the payment of a Disability Retirement Benefit. An Employee's (or former Employee's) eligibility for a Disability Retirement Benefit will be subject to the following requirements, as applicable:

5. Section 4.1 of the Plan, entitled "Service Retirement Benefit," is amended by restating subsection (a) thereof in its entirety to read as follows: [last revised by amendment 06-G-9, 7/1/06 version]

(a) ATU Retirement Benefits. An eligible Participant who is a member of the bargaining unit represented by ATU at the time of his or her termination of employment with the District will be entitled to the monthly Benefit set forth in subsection (i), (ii) or (iii) below, as applicable, calculated as of the date payment of such Benefit commences:

- (i) On or after age 55:
2% x Monthly Average Earnings x Years of Service.
- (ii) On or after age 60 (but only if the Participant terminates employment on or after June 30, 2008):
2.25% x Monthly Average Earnings x Years of Service.
- (iii) On or after age 65:
2.5% x Monthly Average Earnings x Years of Service.

6. Section 4.2 of the Plan, entitled "Disability Retirement Benefit," is amended by adding the following new subsection (e) to the end thereof: [section 4.2 last revised by amendment 06-C-5: no prior subsection (e)]

(e) A Participant who has applied for a Disability Retirement payable under Section 4.2(a)(i) or (ii) may elect to receive a survivor benefit, subject to the following terms and conditions:

- (i) this survivor benefit election is available to a Participant only if (A) District employment terminates on or after February 29, 2008, (B) the Participant is a member of the bargaining unit represented by ATU at the time his or her District employment terminates, and (C) at the time of election, the Participant has either a spouse, Domestic Partner, or one or more Eligible Children;
- (ii) the election must be made at the time and in the manner required by the Board, but in no event will a Participant be permitted to elect (or revoke) the survivor benefit election on or after the date payment of his or her Disability Retirement Benefit begins, except that the election will be automatically revoked if the Participant exercises conversion rights under Section 4.2(d);
- (iii) if at the time of election, the electing Participant has a spouse or Domestic Partner, the Participant's monthly Benefit will be equal to the amount determined under Section 4.2(a)(i) or (ii), as applicable, adjusted as provided under Table II of Appendix A, with a monthly Benefit payable after the Participant's death for the surviving spouse's or Domestic Partner's life equal to 50% of the amount payable to the Participant at the time of death;

- (iv) If at the time of election, the electing Participant has one or more Eligible Children but no spouse or Domestic Partner, the Participant's monthly Benefit will be equal to the amount determined under Section 4.2(a)(I) or (II), as applicable, adjusted by applying the "same age" factor under Table II of Appendix A, with a monthly Benefit payable after the Participant's death to the surviving Eligible Child(ren) equal to 50% of the amount payable to the Participant at the time of death, but each such person will receive the Benefit only for so long as he or she remains an Eligible Child; if there is more than one Eligible Child, the monthly Benefit will be divided equally among the Eligible Children;**
- (v) the survivor benefit after the Participant's death will be provided to his or her surviving spouse, Domestic Partner, or Eligible Child(ren), as applicable, but only if each such person was, respectively, the same spouse, Domestic Partner, or Eligible Child at the time the Participant made the survivor benefit election; and**
- (vi) regardless of any other Plan provision, with respect to a Participant whose District employment terminated on or after February 29, 2008 and before [October 1, 2008], and who elected a Disability Retirement Benefit under Section 4.2(a)(I) or (II) but not the survivor benefit, if that Participant qualified under the foregoing provisions to elect the survivor benefit option at the time he or she made the Disability Retirement Benefit election, then the Participant will be permitted to make a one-time election of the survivor benefit option by submitting, on or before [October 31, 2008], the required election form to the Board, even though such election modifies the prior election. If any such special one-time election is received after the payment of Benefits otherwise due under the prior election begins, the next monthly payment(s) will be adjusted by reducing that payment(s) in an amount determined by the Board to reflect the new survivor benefit election as if the Participant had initially elected that benefit (so that the total of the payments, as adjusted, is the same as the total payments that would have been made had the Participant initially elected the survivor benefit option). The amount of such reductions will be sufficient to complete the required adjustment in 12 months or less.**

7. Section 5.3 of the Plan, entitled "Optional Benefit Forms," is amended by restating the introductory paragraph thereof to read as follows: **(last revised by amendment 07-A-13)**

Optional Benefit Forms. Subject to Section 5.2, a Participant may elect to have his or her Service Retirement Benefit paid in one of the forms under subsections (a), (b), **(c)**, or **(ed)** below, each of which will be the Actuarial Equivalent of the Benefit under Section 5.1(a).

8. Section 5.3 is further amended by adding the following new subsection (d) to the end thereof: **section 5.3 last revised by amendment 07-A-13; no prior subsection (d)**

(d) This pop-up option may be elected on or after July 1, 2008, by a Participant who terminates District employment on or after June 30, 2008, is a member of the bargaining unit represented by ATU at the time of termination, and whose Retirement Date is on or after July 1, 2008. This option will provide for a monthly Annuity for the life of the Participant (with such Annuity to be determined under Table IV or V, respectively, under Appendix A based on the Participant's Benefit) adjusted after the earlier of the death of the Participant or the Beneficiary as provided below:

(i) after the death of the Participant, a monthly survivor Annuity will be payable to, and for the life of, the Beneficiary in an amount equal to either 50% or 100%, as elected, of the amount of the Annuity payable during the life of the Participant; or, in the alternative if applicable,

(ii) after the death of the Beneficiary, an increased monthly Annuity will be payable to the Participant for the Participant's life in the single life Annuity amount determined under Section 5.1(a) above.

The Participant's Beneficiary under this pop-up option must be designated on or before the Participant's Retirement Date. If elected, this option cannot be changed or rescinded after the Participant's Retirement Date. Nor can the date for commencement of Benefit payments be changed without the consent of the Board, which consent may be given subject to satisfactory evidence of either the Participant's or the Beneficiary's good health. If either the Participant or the Beneficiary dies before the Participant's Retirement Date, election of this option will be null and void.

Regardless of any other provision of the Plan, with respect to a Participant who terminates employment on or after June 30, 2008 and at the time of termination he or she is a member of the bargaining unit represented by ATU, and whose Retirement Date is after June 30, 2008 but on or before the first day of the month after the month in which the District adopts this Section 5.3(d), that Participant can make a one-time election of the pop-up option provided under this Section 5.3(d), by submitting, on or before the last day of the month after the month in which the District adopts this Section 5.3(d), the required election form to the Board even though such election may be a change to a previous election. If any such special one-time election is received after the payment of Benefits otherwise due to the Participant begins, the next monthly payment(s) will be adjusted by increasing or reducing that payment(s) in an amount determined by the Board to reflect the new pop-up election as if it had been elected as of the Participant's Retirement Date (so that the total of the payments, as adjusted, is the same as the total payments that would have been made had the Participant initially elected the pop-election as of the Retirement Date). If the adjustment requires reduction of payment(s), the amount of such reduction will be sufficient to complete the required adjustment in 12 months or less.

9. Section 6.1 of the Plan, entitled "Pre-Retirement Death Benefit," is amended by restating subsection (b) thereof to read as follows: Ino revisions since 1/1/05 plan

restatement]

(b) on the date of death, was eligible to elect to receive a Service Retirement Benefit or had completed at least 10 Years of Service (eight Years of Service, In the case of a Participant who was employed on or after June 30, 2008 and who is a member of the bargaining unit represented by ATU at the time of death); and

IN WITNESS WHEREOF, the Plan is hereby amended as set forth above on this

_____ day of _____, 2008.

By _____

**AC TRANSIT DISTRICT
Board of Directors
Executive Summary**

GC Memo No. 08-198

Meeting Date: August 6, 2008

Committees:

Planning Committee
External Affairs Committee
Rider Complaint Committee

Finance and Audit Committee
Operations Committee
Paratransit Committee

Board of Directors

Financing Corporation

SUBJECT: Adopt Resolution No. 08-052 Amending the AC Transit District Employees' Retirement Plan to Reflect Changes Contained in the Collective Bargaining Agreement for Members of the Amalgamated Transit Union (ATU), Local 192, Effective July 1, 2008

RECOMMENDED ACTION:

Information Only Briefing Item Recommended Motion

Adopt Resolution No. 08-052

Fiscal Impact:

Unfunded Liability: \$14,708,598
Cost per Year: \$ 1,990,514

Background/Discussion:

On June 25, 2008, the Board of Directors approved a three year labor contract with ATU, Local 192, retroactive to July 1, 2007. Among the items negotiated and agreed to as part of that agreement were amendments to the AC Transit District Employees' Retirement Plan, as shown in Attachment A.

In accordance with Board Policy No. 170, the agreed to Plan amendment was submitted to the District's retirement counsel to draft the amendment language, it was submitted to the Retirement Plan Manager and Retirement Board counsel for review and comment, submitted to the Retirement Board for comment and, finally, to the ATU, Local 192 President for review.

The proposed amendments to the Plan are set forth in Attachment B.

BOARD ACTION: Approved as Recommended [] Other []
Approved with Modification(s) []

The above order was passed on:

Linda A. Nemeroff, District Secretary
By

GC Memo No. 08-198
Meeting Date: August 6, 2008
Page 2 of 2

A draft of Resolution No. 08-052 is Attachment C.

Prior Relevant Board Actions/Policies:


The Board has amended the Retirement Plan from time to time to reflect changes negotiated with its unions and is necessary to keep the Plan up to date.

Attachments:

- A. Tentative Agreement Sec. 21.02
- B. Plan Amendment 08-A-14
- C. Resolution No. 08-052

Approved by: Kenneth C. Scheldig, General Counsel
Reviewed by: Rick Fernandez, General Manager
Prepared by: Kenneth C. Scheldig, General Counsel
Date Prepared: July 30, 2008

Memo

To: AC Transit Retirement Board
From: Hugo Wildmann 
Date: 8/13/2008
Re: Plan Amendment for ATU Contract Changes

Attached you will find three documents pertaining to the retirement plan amendment for ATU:

- 1) The GC (General Counsel) memo (08-198) pertaining to the plan amendment.
The fiscal impact figures in this memo were computed by the District's actuary.
- 2) The actual Amendment (08-A-14) and the AC Transit Board Resolution (08-052).
- 3) A redline version of 08-A-14.

The Board adopted the amendment on August 6th. We will discuss our plan for implementing this amendment at the Board meeting on Monday.

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

RESOLUTION NO. 05-024

A RESOLUTION APPROVING AMENDMENT 05-A TO THE ALAMEDA-CONTRA COSTA TRANSIT DISTRICT EMPLOYEES' RETIREMENT PLAN TO PROVIDE A 2005 VOLUNTARY SPECIAL EARLY RETIREMENT PROGRAM

WHEREAS, the Alameda-Contra Costa Transit District Board of Directors (the District) is authorized by Public Utilities Code sections 25301 and 25361 to establish a retirement system; and

WHEREAS, the District has created a retirement system known as the AC Transit Employees' Retirement Plan (the Plan); and

WHEREAS, the Plan may be amended by the District's Board of Directors; and

WHEREAS, due to the District's ongoing effort to improve its financial condition, the General Manager has proposed an amendment to the Plan to provide for a 2005 Voluntary Special Early Retirement Program (the Program) to provide an enhancement to the retirement benefits payable under the Plan to eligible participants who voluntarily elect, by July 1, 2005, early retirement benefits under the Program, and who terminate employment with the District pursuant to that election by the dates specified in the Program; and

WHEREAS, the District Board of Directors approved in concept the principles of the proposed amendment, subject to the preparation of the appropriate plan amendment, review of the amendment by the affected parties and review and recommendation by the Retirement Board; and


WHEREAS, the necessary amendment has been prepared, reviewed by the affected parties and recommended for approval by the Retirement Board;

NOW, THEREFORE, the Alameda-Contra Costa Transit District Board of Directors does resolve as follows:

SECTION 1. Approves Amendment 05-A to the Plan to implement the 2005 Voluntary Special Early Retirement Program as more specifically set forth in Exhibit A, attached and incorporated in this resolution by reference as if fully set forth in this resolution.

SECTION 2. This resolution shall become effective immediately upon its passage by four affirmative votes of the Board of Directors.

RESOLUTION NO. 05-024 WAS PASSED AND ADOPTED this 15th day of June 2005.



Joe Wallace, President

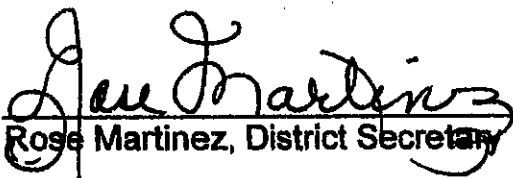
Attest:



Rose Martinez, District Secretary

I, Rose Martinez, District Secretary for the Alameda-Contra Costa Transit District, certify that the foregoing Resolution was passed and adopted at a Regular Meeting of the Board of Directors held on the 15th day of June 2005, by the following roll call vote:

AYES: Directors Peeples, Bischofberger, Jaquez, Hayashi, Kaplan
Vice President Harper, President Wallace
NOES: None
ABSENT: None
ABSTAIN: None



Rose Martinez, District Secretary

Approved As To Form:



Kenneth C. Scheidig, General Counsel

AMENDMENT 05-A

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

2005 VOLUNTARY SPECIAL EARLY RETIREMENT PROGRAM

SECTION 1. ESTABLISHMENT AND PURPOSE

This Appendix A sets out the 2005 Voluntary Special Early Retirement Program (the "Program") for the AC Transit Employees' Retirement Plan (the "Plan"). The Program is effective beginning June 21, 2005, and will terminate at the close of business on July 15, 2005. The sole purpose of the Program is to provide an enhancement of the retirement benefits payable under the Plan to Eligible Participants who terminate employment with the District on or before August 1, 2005. The Program is a part of the Plan and will be administered in accordance with the Plan's provisions, except as provided below. Capitalized terms used in the Program and not defined below have the same meaning as in the Plan.

SECTION 2. DEFINITIONS

- (a) "Eligible Participant" means a Participant who meets all of the following conditions:
- (i) on the day before the Voluntary Retirement Date, the Participant is a Non-Represented Employee and a Maintenance Superintendent;
 - (ii) the Participant is age 58 or older on May 4, 2005; and
 - (iii) the Participant is Vested on his or her Voluntary Early Retirement Date.
- (b) "Maintenance Superintendent" means a person who is classified by the District as a maintenance superintendent.
- (c) "Voluntary Early Retirement Date" means an Eligible Participant's retirement date for purposes of the Program. See section 4.

SECTION 3. ELIGIBILITY & PARTICIPATION

- (a) Eligibility. Only Eligible Participants are eligible to participate in and receive benefits under the Program. Participation in the Program is voluntary, and each Eligible Participant may, but need not, elect early retirement pursuant to the Program.

- (b) **Participation.** In order to receive benefits under the Program, an Eligible Participant must: (i) formally elect to retire under the Program by filing the requisite election form(s) with the Retirement Board specifying a Voluntary Early Retirement Date; and (ii) follow all other procedures as may be required by the Retirement Board for early retirement under the Program. The election form(s) must be received before the Eligible Participant's anticipated Voluntary Early Retirement Date, but in no event later than July 15, 2005.
- (c) **Revocation of Election.** An Eligible Participant who elects early retirement under the Program may revoke his or her election by providing, no later than the Eligible Participant's Voluntary Early Retirement Date, written notice to the Retirement Board. In addition, if an Eligible Participant who elects to retire under the Program remains employed by the District on his or her Voluntary Early Retirement Date, the Eligible Participant's early retirement election will be automatically revoked.
- (d) **Employment Status.** Nothing in this Program will affect the District's classification of an Eligible Participant for payroll or other purposes, nor will this Program confer any rights to the Eligible Participant to remain an employee of the District.

SECTION 4. VOLUNTARY EARLY RETIREMENT DATE

An Eligible Participant may elect a Voluntary Early Retirement Date of either July 1 or August 1, 2005.

SECTION 5. ENHANCED BENEFITS

An Eligible Participant who retires under this Program will receive the following enhanced benefits:

- (a) If the Eligible Participant is age 58 on the Voluntary Early Retirement Date, his or her Monthly Average Earnings will be determined as if the Eligible Participant is age 60 on that date.
- (b) If the period between an Eligible Participant's most recent employment anniversary date and his or her Voluntary Early Retirement Date spans 11 or fewer months, then any full calendar months of Service completed by the Eligible Participant during that period will be included in the Eligible Participant's Years of Service, with each such full calendar month of Service treated as 1/12 of a Year of Service.
- (c) A monthly benefit commencing on the Voluntary Early Retirement Date, payable as provided in Article V of the Plan. The amount of the benefit will be determined under the following formula(s) (instead of under Article IV of the Plan), as applicable to the Eligible Participant based on his or her age on the Voluntary Early Retirement Date:

Participant's Age on Voluntary Early Retirement Date	<u>Monthly Benefit</u>
58 - 62	<p>(1) Up to and through the month preceding the first full month in which the Participant is age 62:</p> <p style="text-align: center;">2.25% x Monthly Average Earnings x Years of Service</p> <p>(2) From and including the first full month in which the Participant is age 62:</p> <p style="text-align: center;">2.5% x Monthly Average Earnings x Years of Service</p>
63 or 64	2.5% x Monthly Average Earnings x Years of Service

- (d) **Age Determination.** As illustrated in the benefit table set out above, an Eligible Participant's age on the first day of a month will be treated as his or her age for that month. For example, if an Eligible Participant attains age 63 on June 1, he or she will be treated as age 63 for that month, with the monthly benefit determined accordingly. But if the Eligible Participant attains age 63 on June 5, or any day in June after June 1, the Eligible Participant will be treated as age 62 for that month, and as age 63 for the next month, with the monthly benefit determined accordingly.

**ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
RESOLUTION NO. 10-057**

**A RESOLUTION APPROVING AMENDMENT 10-A-15 TO THE ALAMEDA-CONTRA
COSTA TRANSIT DISTRICT EMPLOYEES' RETIREMENT PLAN AND AUTHORIZE
THE INTERIM GENERAL MANAGER TO FILE FOR A DETERMINATION LETTER
FROM THE UNITED STATES INTERNAL REVENUE SERVICE AND FILE A
VOLUNTARY COMPLIANCE PROGRAM APPLICATION**

WHEREAS, the Alameda-Contra Costa Transit District Board of Directors (the District) is authorized by Public Utilities Code sections 25301 and 25361 to establish a retirement system; and

WHEREAS, the District has created a retirement system known as the AC Transit Employees' Retirement Plan (the Plan); and

WHEREAS, the Plan may be amended by the District's Board of Directors; and

WHEREAS, the proposed amendments (the Amendments) are intended to bring the Plan into compliance with the Internal Revenue Code and Internal Revenue Service (IRS) regulations for a qualified plan; and

WHEREAS, outside counsel retained by the Retirement Board (Ice Miller LLP) prepared the amendments, which have been reviewed by the District's retirement counsel, were provided to the District's three labor unions for review and have been reviewed by the Retirement Board (the Reviewing Parties); and

WHEREAS, no changes to the Amendments were recommended by any of the Reviewing Parties; and

WHEREAS, Ice Miller LLP prepared a Determination Letter request for the IRS and a Voluntary Compliance Program application for filing with the IRS together with the Amendments prior to the present IRS submittal deadline of January 31, 2011;

NOW, THEREFORE, the Alameda-Contra Costa Transit District Board of Directors does resolve as follows:

Section 1. Approves Amendment 10-A-15 to the Plan as more specifically set forth in Exhibit A, attached to and incorporated into this resolution by reference as if fully set forth in it.

Section 2. Authorizes the Interim General Manager to submit a Determination Request and file a Voluntary Compliance Program application with the United States Internal Revenue Service, together with the Plan Amendments and necessary filing fees, prior to January 31, 2011, as said documents are more specifically set forth in

Exhibits B and C, respectively, and incorporated into this resolution as if fully set forth in it.

Section 3. This resolution shall become effective immediately upon its passage by four affirmative votes of the Board of Directors.

PASSED AND ADOPTED this 15th day of December 2010.



Elsa Ortiz, President

Attest:



Linda A. Nemeroff, District Secretary

I, Linda A. Nemeroff, District Secretary for the Alameda-Contra Costa Transit District, certify that the foregoing Resolution was passed and adopted at a Special Meeting of the Board of Directors held on the 15th day of December 2010, by the following roll call vote:

AYES: DIRECTORS PEEPLES, WALLACE, HARPER, WILLIAMS, DAVIS,
YOUNG, PRESIDENT ORTIZ

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE



Linda A. Nemeroff, District Secretary

Approved As To Form:


Kenneth C. Scheidig, General Counsel

AMENDMENT 10-A-15

AC TRANSIT EMPLOYEES' RETIREMENT PLAN

The AC Transit Employees' Retirement Plan (the "Plan") hereby is amended as set forth below, effective December 15, 2010. Capitalized terms not defined in the amendments below ("Amendments") have the same definitions as in the Plan.

1. The Preamble of the Plan is amended as follows:

This AC Transit Employees' Retirement Plan (the "Plan") is sponsored and maintained by the Alameda-Contra Costa Transit District (the "District"), a transit district organized and existing as a governmental agency under the laws of the State of California with its principal place of business located at Oakland, California, for the benefit of persons employed by the District, including members of bargaining units represented by the Amalgamated Transit Union Local 192, AFL-CIO, the International Brotherhood of Electrical Workers Local 1245, AFL-CIO, and the American Federation of State, County and Municipal Employees, Local 3916, AFL-CIO. The Plan is a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code of 1986, as amended (the "Code"). The Plan is intended to be a collectively bargained plan under Section 413 of the Code and Treasury Regulations thereunder. Accordingly, all participants of the Plan who are current or former employees of the aforementioned labor organizations are deemed to be current or former employees of the District solely for purposes of Sections 401(a) and 414(d) of the Code. Capitalized terms used in the Plan generally are defined in Article I.

2. Section 1.11 of the Plan, entitled "Compensation," is amended as follows:

1.11 "Compensation" means the total salary and wages, including overtime payments and other monetary remuneration, if any, which is paid to an Employee by the District (or by ATU or ATU-International in the case of Employees described in Section 1.23(ii)) for the Plan Year, and which is required to be reported as wages on the Employee's Form W-2. Compensation includes any 'elective deferrals' (within the meaning of Section 402(g)(3) of the Code) withheld from the Employee's gross income by the District (or ATU or ATU-International in the case of Employees described in Section 1.23(ii)) for the Plan Year, and any amounts withheld for the Plan Year from the Employee's gross income by the District (or ATU or ATU-International in the case of Employees described in Section 1.23(ii)) that are not includible in the Employee's gross income by reason of Section 125, 132(0(4) or 457(b) of the Code. Compensation also includes contributions made by the District on an Employee's behalf to a deferred compensation plan established by the District under Section 457(b) of the Code.

For any Plan Year, Compensation does not include:

- (a) Any compensation directly paid or payable as fringe benefits or other special allowances.

(b) With respect to an Employee on leave to work for ATU or ATU-International, any compensation paid to such person by ATU or ATU-International for the performance of his or her normal duties as a "shop steward."

(c) If the Employee is either a Non-Represented Employee or a member of the collective bargaining unit represented by AFSCME, sick leave amounts accrued by such Employee that are rolled over or otherwise transferred on such Employee's behalf to a deferred compensation plan.

(d) If the Employee first became a Participant on or after July 1, 1996, any amount in excess of \$200,000, as adjusted for increases in the cost of living pursuant to Section 401(a)(17) of the Code ("the annual compensation limit"). This Section 1.11(d) is effective January 1, 2002, and applies to Plan Years beginning on and after that date. Amounts in excess of the annual compensation limit that are excluded from Compensation under this Section 1.11(d) may not be taken into account for any Employee in determining Employee or benefit accruals for any Plan Year.

(i) Compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to Compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the Compensation for any prior determination period is taken into account in determining a plan member's contributions or benefits for the current plan year, the Compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period.

(ii) As used in this paragraph (ii), the term "eligible member" means a person who first became a Participant of the Plan prior to July 1, 1996. Pursuant to Section 13212(d)(3)(A) of OBRA '93, and the regulations issued under that Section, eligible members are not subject to the limits of Section 401(a)(17) of the Code and this Section 1.11(d), and the annual compensation limit shall not apply to the extent that the application of the limitation would reduce the amount of compensation that is allowed to be taken into account under the Plan below the amount that was allowed to be taken into account under the Plan as in effect on July 1, 1993.

3. **Section 5.5 of the Plan, entitled "Commencement of Benefits," is amended as follows:**

5.5 **Commencement of Benefits.**

Subject to Section 8.8, payment of Benefits will commence as soon as administratively practicable after the date, specified in Article III of the Plan, that the Participant is entitled to receive Benefit payments. Benefits will be paid monthly as of the end of each month. Notwithstanding anything to the contrary contained herein, Plan will comply with a good faith reasonable interpretation of Section 401(a)(9) of the Code. Accordingly, distribution of each Participant's interest will commence as soon as administratively feasible by the required beginning date, which is April 1 of the calendar year following the later of the (1) calendar year containing the date the Participant attains age 70 1/2 or (2) the calendar year containing the date of termination of the Participant's employment with the District.

4. **Section 9.3 of the Plan, entitled "Refund of District Contributions," is amended as follows:**

9.3 **Refund of District Contributions.** Except where contributions are required to be returned to the District as provided by the Plan or the Code, it will be impossible for any part of the principal or income of the Fund prior to the satisfaction of all liabilities with respect to Participants or their Beneficiaries to be used for, or diverted to, purposes other than the exclusive benefit of such Participants or their Beneficiaries and no such amounts may be returned to the District; provided, however, that notwithstanding this or any other provision of this Plan, the District will be entitled, subject to the conditions established under Revenue Ruling 91-4, to recover any contributions made to the Fund:

- (a) In error as a result of a mistake in fact.
- (b) The permissible recovery under (a) must be made within one year from the date the contribution was made to the Plan.
- (c) Reversions due to mistake of fact will be permitted only if the surrounding facts and circumstances indicate that the contribution of the amount that subsequently reverts to the District is attributable to a good faith mistake of fact.
- (d) The maximum amount that may be returned to the District in the case of a mistake of fact is the excess of (i) the amount contributed, over (ii) the amount that would have been contributed had no mistake of fact occurred.
- (e) Earnings attributable to the excess contribution may not be returned to the District, but losses attributable to such contribution will reduce the amount returned.
- (f) If the return of the amount attributable to the mistake would cause the Accrued Benefit of any Participant to be reduced to an amount which is less than the amount which would have been the Accrued Benefit of such Participant had the mistakes

not occurred, the amount returned to the District will be limited so as to avoid such reduction.

5. Section 11.1 of the Plan, entitled "Maximum Retirement Benefit," is amended as follows:

11.1 Maximum Retirement Benefit.

(a) Subject to the subsequent provisions of this Article XI, the maximum annual Benefit payable to a Participant will not exceed \$160,000, as adjusted annually by the cost of living adjustment factor prescribed by the Secretary of the Treasury in accordance with Section 415(d)(1) of the Code.

(b) **Adjustment for Optional Forms of Benefit.** If a Participant's annual Benefit is paid under one of the optional Benefit forms described under Section 5.3, for purposes of applying the defined benefit dollar limitation in Section 11.1(a), the amount of the Benefit will be adjusted to the actuarial equivalent of a single life monthly Annuity for the Participant's life, in accordance with Section 415(b)(2)(B) of the Code. For purposes of this adjustment, for limitation years prior to January 1, 2009, the applicable mortality table is the table prescribed by Revenue Ruling 2001-62 (or any superseding guidance), for limitation years after December 31, 2008, the applicable mortality table is the table described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent guidance implementing Section 417(e)(3)(B) of the Code), and the interest rate assumption is 5%. This Section 11.1(b) will not apply to any Benefit payable under an optional Benefit form that constitutes a qualified joint and survivor annuity under Section 417 of the Code.

(c) **Adjustment for Benefits Commencing Before Age 62.** If Benefit payments to a Participant commence before the Participant attains age 62, the defined benefit dollar limitation under Section 11.1(a) will be adjusted in accordance with Section 415(b)(2)(C) of the Code so that such limit (as so reduced) equals an annual straight life annuity benefit (when such retirement income benefit begins) which is equivalent to a one hundred sixty thousand dollar (\$160,000) (as adjusted) annual benefit beginning at age 62; provided, however, that such adjustment will not apply to a Disability Retirement Benefit or a Benefit paid as a result of the Participant's death.

(d) **Adjustment for Benefits Commencing After Age 65.** If Benefit payments to a Participant commence after the Participant attains age 65, the defined benefit dollar limitation under Section 11.1(a) will be adjusted in accordance with Section 415(b)(2)(D) of the Code so that it is actuarially equivalent to the benefit beginning at age 65. This adjustment shall be made using an assumed interest rate of 5% and shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

(e) If the District maintains, or at one time maintained, another qualified defined benefit plan, the limitations of this Article XI will not be exceeded when all such defined benefit plans are treated as one plan.

(f) With respect to a Participant who first became a Participant in the Plan prior to January 1, 1990, the maximum permissible amount determined in accordance with this Section 11.1 for that Participant will not be less than the accrued benefit for such Participant determined without regard to any amendment of the Plan made after October 14, 1987.

6. The Plan is amended by adding a new Section 11.5, entitled "Reductions of Benefits Priority for 415 Compliance," to read as follows:

11.5 Reduction of Benefits Priority for 415 Compliance. Reduction of benefits under the Employer's plans, where required in order to comply with Section 415 of the Code, shall be made first with respect to the plan in which the Participant most recently accrued benefits and thereafter in such other plans..

7. The Plan is amended by adding a new Section 12.9, entitled "Participants in the Uniformed Services," to read as follows:

12.9 Participants in the Uniformed Services. Effective December 12, 1994, notwithstanding any other provision of the Plan, Benefits and Years of Service with respect to qualified military service are governed by Section 414(u) of the Code and the Uniformed Services Employment and Reemployment Rights Act of 1994.

Effective with respect to Participant deaths occurring on or after January 1, 2007, while a Participant is performing qualified military service (as defined in Chapter 43 of Title 38, United States Code), to the extent required by Section 401(a)(37) of the Code, the Eligible Spouse, Eligible Domestic Partner, Eligible Child or Eligible Children, as the case may be, of a Participant is/are entitled to any additional benefits that the Plan would provide if the Participant had resumed active employment and then died, including Pre-Retirement Death Benefits under Article VI. In any event, a deceased Participant's period of qualified military service must be counted for vesting purposes under Section 1.45.

8. The Plan is amended by adding a new Section 12.10, entitled "Miscellaneous Compliance with the Internal Revenue Code," to read as follows:

12.10 Miscellaneous Compliance with the Internal Revenue Code.

(a) The Participant's right to his or her Service Retirement Benefit is nonforfeitable on attainment of Retirement Age and Vested status.

(b) The Participant's entire interest shall be distributed in one of the following ways as prescribed by this Plan: (i) over the life of the Participant, (ii) over the lives of the Participant and a Beneficiary, (iii) over a period certain not extending beyond the life expectancy of the Participant, or (iv) over a period certain not extending beyond the joint life and last survivor expectancy of the Participant and the Beneficiary.

(c) The Board may not engage in a transaction prohibited by Section 503(b) of the Code.

(d) In conformity with Section 401(a)(8) of the Code, any forfeitures of benefits by Participants or former Participants of the Plan will not be used to increase the benefits any such Participant or former Participant would otherwise receive under the Plan.

(e) If the Participant dies before the required distribution of the Participant's benefits has begun under Section 5.5, distribution of the Participant's entire interest will commence as soon as administratively feasible. In no event, however, will any Benefits be paid later than December 31 of the calendar year which contains the fifth anniversary of the Participant's death, unless either paragraph (i) or (ii) applies.

(i) If the Participant's remaining interest is to be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and such distribution begins no later than December 31 of the calendar year immediately following the calendar year of the Participant's death, then the Participant's remaining interest to be distributed to the Beneficiary shall be treated as distributed on the date on which the distributions begin.

(ii) If the Participant's Eligible Spouse is the sole Beneficiary under paragraph (i), then the Participant's remaining interest in the Plan must commence on or before the later of December 31 of the calendar year immediately following the calendar year of the Participant's death or December 31 of the calendar year in which the Participant would have attained age 70 ½; and if the Eligible Spouse dies before the distribution to the Eligible Spouse begins, Section 5.5 shall be applied as if the Eligible Spouse were the Participant.

(f) If the Participant dies after the required distribution of benefits has begun, then the remaining portion of the Participant's interest must be distributed at least as rapidly as under the method of distribution before the Participant's death.

(g) Determination of the amounts to be distributed each year under each of the optional forms available under Section 5.3 will be made in accordance with requirements established under Section 401(a)(9) of the Code, and regulations thereunder. The death and disability benefits provided by the Plan shall be limited by the incidental benefit rule set forth in Section 401(a)(9)(G) of the Code and Treasury Regulation Sections 1.401-1(b)(1)(i), 1.401(a)(9)-6, and/or any successor regulation. As a result, the total death or disability benefits payable may not exceed 25% of the cost for all of the Participants' Benefits provided under the Plan.

(h) If benefits are payable pursuant to a Domestic Relations Order that meets the requirements of a qualified domestic relations order as defined in Section 414(p) of

the Code, then the applicable requirements of Section 414(p) of the Code will be followed by the Board.

(i) The Fund may participate under Section 401(a)(24) of the Code in a qualified group trust that meets the requirements of Section 401(a) of the Code in accordance with Revenue Ruling 81-100, as amended by Revenue Ruling 2004-67.

I, Linda A. Nemeroff, District Secretary for the Alameda-Contra Costa Transit District, do certify that the Plan is hereby amended as set forth above as of the 15th day of December, 2010.

By 
Linda A. Nemeroff, District Secretary
Alameda-Contra Costa Transit District