

**AMENDMENT NO. 17 TO THE  
SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan, effective August 1, 2024, unless otherwise specified, as follows:

1. Section 2.9 is amended to add Section 2.9(c) to the Plan Document and shall read as follows:

**Section 2.9            Waiver of Suspension of Benefits Rules**

The Trustees may, from time to time and in their sole discretion, adopt waiver rules whereby employment or reemployment up to a specified number of hours, and which would otherwise be disqualifying employment under the Plan, may be excluded from the Plan's Suspension of Benefits rules.

- (a)     Effective August 1, 2022, the Trustees adopt the following waiver rule:

1.     Pensioners receiving Early Retirement or Normal Retirement benefits as of August 1, 2022, and who complete the applicable return to work requirements, may return to Covered Employment for a total number of hours not to exceed six hundred (600) in the Plan Year ending July 31, 2023. Such Covered Employment will not result in the suspension of the Participant's Retirement Benefit. Once the total number of hours in Covered Employment in the Plan Year exceeds six hundred (600), the Plan's Suspension of Benefit rules will apply.
2.     This waiver shall not apply to any Participant receiving a Disability Pension.
3.     This waiver of the Plan's Suspension of Benefits rules shall be effective from August 1, 2022 through July 31, 2023. This waiver shall automatically expire at the end of the specified period.

- (b)     Effective August 1, 2023, the Trustees adopt the following waiver rule:

1.     Pensioners receiving Early Retirement or Normal Retirement benefits as of August 1, 2023, and who complete the applicable return to work requirements, may return to Covered Employment for a total number of hours not to exceed six hundred (600) in the Plan Year ending July 31, 2024. Such Covered Employment will not result in the suspension of the Participant's Retirement Benefit. Once the total number of hours in Covered Employment in the Plan Year exceeds six hundred (600), the Plan's Suspension of Benefit rules will apply.
2.     This waiver shall not apply to any Participant receiving a Disability Pension.

3. This waiver of the Plan's Suspension of Benefits rules shall be effective from August 1, 2023 through July 31, 2024. This waiver shall automatically expire at the end of the specified period.

(c) Effective August 1, 2024, the Trustees adopt the following waiver rule:

1. Pensioners receiving Early Retirement or Normal Retirement benefits as of August 1, 2024, and who complete the applicable return to work requirements, may return to Covered Employment for a total number of hours not to exceed six hundred (600) in the Plan Year ending July 31, 2025. Such Covered Employment will not result in the suspension of the Participant's Retirement Benefit. Once the total number of hours in Covered Employment in the Plan Year exceeds six hundred (600), the Plan's Suspension of Benefit rules will apply.
2. This waiver shall not apply to any Participant receiving a Disability Pension.
3. This waiver of the Plan's Suspension of Benefits rules shall be effective from August 1, 2024 through July 31, 2025. This waiver shall automatically expire at the end of the specified period.



\* \* \* \*

IN WITNESS WHEREOF, the Trustees adopted this amendment to the Sheet Metal Workers Local 218(S) Pension Plan on August 27, 2024.

**Employer Trustees**


**Union Trustees**

**AMENDMENT NO. 16 TO THE  
SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan as follows:

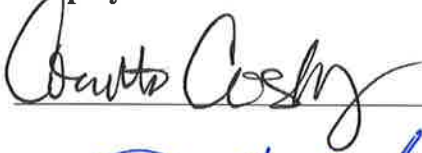
Effective, June 1, 2024, Appendix A of the Plan Document is amended to read as follows:

<b>Effective Date</b>	<b>Benefit Contributions*</b>
August 1, 1999	\$3.25
June 1, 2000	\$3.50
June 1, 2001	\$3.75
June 1, 2002	\$4.00
June 1, 2003	\$4.25
June 1, 2004	\$4.60
June 1, 2005	\$5.30
June 1, 2006	\$6.00
June 1, 2007	\$6.70
June 1, 2008	\$7.40
June 1, 2009	\$8.10
June 1, 2010	\$9.16
August 1, 2010	\$7.00
August 1, 2013	\$7.25
August 1, 2014	\$7.50
June 1, 2015	\$8.00
June 1, 2016	\$9.00
June 1, 2017	\$9.50
August 1, 2018	\$10.00
June 1, 2019	\$10.50
June 1, 2020	\$10.65
June 1, 2021	\$11.15
June 1, 2022	\$11.65
June 1, 2023	\$11.90
June 1, 2024	\$12.40

\*Effective for hours worked on and after August 1, 2010, this rate represents the maximum contribution rate allowed for benefit accruals. Any contributions received in excess of these rates will be considered Reserve Contributions as defined in Section 1.31 of the Plan Document.

IN WITNESS WHEREOF, the Trustees adopted this amendment to the Sheet Metal Workers Local 218(S) Pension Plan on June 13, 2024.

**Employer Trustees**





**Union Trustees**





**AMENDMENT NO. 15 TO THE  
SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan, effective August 1, 2023, unless otherwise specified, as follows:

1. Section 2.9 is clarified and further amended to add Section 2.9(b) to the Plan Document and shall read as follows:

**Section 2.9            Waiver of Suspension of Benefits Rules**

The Trustees may, from time to time and in their sole discretion, adopt waiver rules whereby employment or reemployment up to a specified number of hours, and which would otherwise be disqualifying employment under the Plan, may be excluded from the Plan's Suspension of Benefits rules.

- (a)     Effective August 1, 2022, the Trustees adopt the following waiver rule:

1.     Pensioners receiving Early Retirement or Normal Retirement benefits as of August 1, 2022, and who complete the applicable return to work requirements, may return to Covered Employment for a total number of hours not to exceed six hundred (600) in the Plan Year ending July 31, 2023. Such Covered Employment will not result in the suspension of the Participant's Retirement Benefit. Once the total number of hours in Covered Employment in the Plan Year exceeds six hundred (600), the Plan's Suspension of Benefit rules will apply.
2.     This waiver shall not apply to any Participant receiving a Disability Pension.
3.     This waiver of the Plan's Suspension of Benefits rules shall be effective from August 1, 2022 through July 31, 2023. This waiver shall automatically expire at the end of the specified period.

- (b)     Effective August 1, 2023, the Trustees adopt the following waiver rule:

1.     Pensioners receiving Early Retirement or Normal Retirement benefits as of August 1, 2023, and who complete the applicable return to work requirements, may return to Covered Employment for a total number of hours not to exceed six hundred (600) in the Plan Year ending July 31, 2024. Such Covered Employment will not result in the suspension of the Participant's Retirement Benefit. Once the total number of hours in Covered Employment in the Plan Year exceeds six hundred (600), the Plan's Suspension of Benefit rules will apply.
2.     This waiver shall not apply to any Participant receiving a Disability Pension.


3. This waiver of the Plan's Suspension of Benefits rules shall be effective from August 1, 2023 through July 31, 2024. This waiver shall automatically expire at the end of the specified period.

\* \* \* \*

IN WITNESS WHEREOF, the Trustees adopted this amendment to the Sheet Metal Workers Local 218(S) Pension Plan on June 7, 2023.

**Employer Trustees**

**Union Trustees**

**AMENDMENT NO. 14 TO THE  
SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan as follows:

Effective, June 1, 2023, Appendix A of the Plan Document is amended to read as follows:




<b>Effective Date</b>	<b>Benefit Contributions*</b>
August 1, 1999	\$3.25
June 1, 2000	\$3.50
June 1, 2001	\$3.75
June 1, 2002	\$4.00
June 1, 2003	\$4.25
June 1, 2004	\$4.60
June 1, 2005	\$5.30
June 1, 2006	\$6.00
June 1, 2007	\$6.70
June 1, 2008	\$7.40
June 1, 2009	\$8.10
June 1, 2010	\$9.16
August 1, 2010	\$7.00
August 1, 2013	\$7.25
August 1, 2014	\$7.50
June 1, 2015	\$8.00
June 1, 2016	\$9.00
June 1, 2017	\$9.50
August 1, 2018	\$10.00
June 1, 2019	\$10.50
June 1, 2020	\$10.65
June 1, 2021	\$11.15
June 1, 2022	\$11.65
June 1, 2023	\$11.90

\*Effective for hours worked on and after August 1, 2010, this rate represents the maximum contribution rate allowed for benefit accruals. Any contributions received in excess of these rates will be considered Reserve Contributions as defined in Section 1.31 of the Plan Document.

IN WITNESS WHEREOF, the Trustees adopted this amendment to the Sheet Metal Workers Local 218(S) Pension Plan on June 7, 2023.

**Employer Trustees**

**Union Trustees**

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**AMENDMENT NO. 13 TO THE  
SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan, effective August 1, 2022, unless otherwise specified, as follows:

1. Section 2.6 of the Plan Document is amended to clarify this Section as follows:

**Section 2.6            Requirements Relative to Suspension of Benefits  
During Employment or Reemployment**

- (a) A suspension of benefits subject to the provisions of this Section 2.6 shall occur for any Participant for whom Retirement Benefits are not paid during a period of employment or reemployment as specified below. A Participant receiving a Retirement Benefit must notify the Trustees within 15 days of returning to employment or reemployment described below.
- (b) For periods prior to the Normal Retirement Date, the Retirement Benefit shall be suspended for a Participant who is employed in disqualifying employment as follows:
  - (i) Employed with any Participating Employer.
  - (ii) Employed or self-employed in the same or related business as any Participating Employer.
  - (iii) Working in Industry Employment at least one (1) Hour of Service that is not covered by the Collective Bargaining Agreement.
  - (iv) Employed or self-employed in any business which is under the trade jurisdiction of the Sheet Metal Workers' International Association.

The Retirement Benefit shall be suspended for each month that the Participant is working plus three (3) additional months unless otherwise provided in this Section 2.6. If the disqualifying employment is described in (iii) above, the Retirement Benefit shall be suspended for six (6) months for every calendar quarter in which the Participant works one (1) hour or more in addition to the other suspensions. On or after August 1, 2022, a one-time waiver of the three (3) additional months suspension is available to a Participant who is reemployed before the Participant's Normal Retirement Date, provided that the disqualifying employment was Covered Employment, the Participant previously experienced a bona fide retirement, and the Participant worked at least 1,000 Hours of Service in the twelve (12) month period prior to the subsequent retirement.

Upon subsequent retirement, the Participant's Accrued Benefit shall be recalculated in accordance with Section 2.10. In no case may the Participant's accrued benefit be reduced below the value of the Participant's Normal Retirement Benefit.

- (c) For periods on or after the Normal Retirement Date, the Retirement Benefit shall be suspended for a Participant who is employed for forty (40) hours or more in any month in disqualifying employment. Disqualifying employment shall mean working in Industry Employment, or in any trade or craft in which the Participant worked prior to the Normal Retirement Date, in the geographic area covered by the Plan.

In accordance with Department of Labor regulations Section 2530.203-3, if the individual is notified that such a suspension shall occur, the benefit payments not paid during such suspension of benefits shall be forfeited unless otherwise provided under this Section 2.6. Within three (3) months following the Participant's retirement or death after a period of suspension, a lump sum payment shall be due, if applicable, equal to a monthly payment under the form of payment elected for each calendar month since the period of suspension during which the Participant had fewer than forty (40) Hours of Service in disqualifying employment in such calendar month (excluding hours credited solely with respect to an award of back pay).

Upon subsequent retirement, the Participant's Accrued Benefit shall be recalculated in accordance with Section 2.10.

- (d) Overpayments attributable to payments made for any month or months for which the Participant works in disqualifying employment shall be deducted from pension payments, otherwise paid or payable, subsequent to the period of suspension. A deduction from a monthly benefit for the month after the Participant attained his Normal Retirement Date shall not exceed twenty-five percent (25%) of the pension amount (before deduction), except that the Plan may withhold up to one hundred percent (100%) of the first pension payment made upon resumption after a suspension. If the Pensioner dies before recovery of the overpayment has been completed, deductions shall be made from the benefits payable to his Beneficiary or Spouse receiving a pension subject to the twenty-five percent (25%) limitation on the rate of reduction. Notwithstanding the above, effective December 29, 2022, any overpayment will be subject to the limitations and requirements of Section 301 of SECURE 2.0.
- (e) In no event will a Participant's Retirement Benefit be suspended for engaging in Disqualifying Employment beyond the April 1 immediately following the calendar year in which a Participant attains his or her Required Beginning Date.

2. Add a sentence to the end of Section 2.7 of the Plan Document to clarify the application of this Section. As amended, Section 2.7 shall read as follows:

## **Section 2.7 Recognition of Prior Distributions**

If a vested terminated Employee has received a distribution of all or a portion of the Accrued Benefit from the Plan and is thereafter reemployed, the Employee's Vesting Service shall not be used in the computation of future benefits unless the Employee complies with the repayment provisions contained in this Section 2.7. As a prerequisite to any restoration of Accrued Benefits or Vesting Service, the Employee shall repay to the Plan, together with interest at the rate of five percent (5%) per annum from the date of payment until December 31, 1989 and at the rate of one hundred twenty percent (120%) of the federal mid-term rates as in effect under Section 1274 of the Internal Revenue Code for the first month of each such Plan Year from January 1, 1990 until the date of repayment, the amount of any distribution made following the termination of employment which represented a lump sum equivalent of all or part of the Accrued Benefit. Such repayment shall be made within five (5) years from the date the Employee again performs an Hour of Service on reemployment. Such repayment may not be made after the Employee has retired or otherwise terminated, following reemployment. The repayment provisions of this Section 2.7 will not apply for purposes of recalculation of benefits following the suspension of benefits under Section 2.6.

3. A new Section 2.9 is added to the Plan Document to read as follows:

## **Section 2.9 Waiver of Suspension of Benefits Rules**

The Trustees may, from time to time and in their sole discretion, adopt waiver rules whereby employment or reemployment up to a specified number of hours, and which would otherwise be disqualifying employment under the Plan, may be excluded from the Plan's Suspension of Benefits rules.

- (a) Effective August 1, 2022, the Trustees adopt the following waiver rule:
  1. Pensioners receiving Early Retirement or Normal Retirement benefits as of August 1, 2022, and who complete the applicable return to work requirements in advance of returning to Covered Employment, may return to Covered Employment for a total number of hours not to exceed six hundred (600) in the Plan Year ending July 31, 2023. Such Covered Employment will not result in the suspension of the Participant's Retirement Benefit. Once the total number of hours in Covered Employment in the Plan Year exceeds six hundred (600), the Plan's Suspension of Benefit rules will apply.
  2. This waiver shall not apply to any Participant receiving a Disability Pension.
  3. This waiver of the Plan's Suspension of Benefits rules shall be effective from August 1, 2022 through July 31, 2023. This waiver shall automatically expire at the end of the specified period.

4. A new Section 2.10 is added to the Plan Document to clarify the Plan and shall read as follows:

## **Section 2.10      Recalculation of Benefits following Reemployment**

The following accrual rules will apply to a Participant who is eligible for or has commenced Retirement Benefits pursuant to Articles 4 or 5 of this Plan, and who works in disqualifying employment.

- (a) For Participants with Retirement Benefits suspended pursuant to the Plan's Suspension of Benefits rules, the Participant shall receive the additional accruals earned during the period that the Participant is working in disqualifying employment and Retirement Benefits are suspended.
- (b) For Participants who earn additional accruals under the Plan while working in disqualifying employment but whose Retirement Benefit is not suspended pursuant to the Plan's Suspension of Benefits rules, the amount of those additional accruals for the prior Plan Year shall be payable as of the first day of each following Plan Year to the Participant
  - (i) in the case of a Participant who works past Normal Retirement Age, only to the extent those additional accruals exceed the Actuarial Equivalent of the total Retirement Benefit distributions made to the Participant for the prior Plan Year, or
  - (ii) in the case of a Participant who receives a benefit prior to Normal Retirement Age, to the extent that the benefit determined, ignoring any subsidy, exceeds the subsidized benefit the participant is receiving.

In no event may the amount of the Participant's Retirement Benefit for a Plan Year be reduced below the amount of the Retirement Benefit for the prior Plan Year.

- (c) For Participants who defer commencement of Retirement Benefits and earn additional accruals under the Plan after Normal Retirement Age, the amount of those additional accruals for the prior Plan Year shall be payable as of the first day of the following Plan Year to the Participant only to the extent those additional accruals exceed the actuarial adjustment the Participant is credited with for postponing payment of Retirement Benefits beyond Normal Retirement Age.

5. Subsection (a) of Section 7.5 of the Plan is clarified and also amended, effective January 1, 2023, to comply with the SECURE 2.0, as follows:

## **Section 7.5      Restrictions on Options and Commencement of Benefit**

Except as otherwise provided in this Section 7.5, the following requirements shall take precedence over any inconsistent provisions of the Plan:

- (a) Payment of benefits shall commence on or before the Required Beginning Date.

The Required Beginning Date is the April 1 of the calendar year following the calendar year in which the Participant attains the age in the table below:

Age	Date of Birth
70-1/2	Participants born prior to July 1, 1949.
72	Participants born after June 30, 1949 and before January 1, 1951.
73	Participants born after December 31, 1950.

\* \* \* \*

IN WITNESS WHEREOF, the Trustees adopted this amendment to the Sheet Metal Workers Local 218(S) Pension Plan on April 17, 2023.

## Employer Trustees

## Union Trustees

Robert  
Joe

**AMENDMENT NO. 12 TO THE  
SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan as follows:

1. Effective, August 1, 2022, Section 2.6 of the Plan Document is amended to read as follows:

**Section 2.6 Requirements Relative to Suspension of Benefits During  
Employment or Reemployment**

A suspension of benefits subject to the provisions of this Section 2.6 shall occur for any Participant for whom Retirement Benefits are not paid during a period of employment or reemployment with a Participating Employer. A Participant receiving a Retirement Benefit must notify the Trustees, within 15 days, of returning to employment or reemployment with a Participating Employer.

For periods prior to the Normal Retirement Date, the Retirement Benefit shall be suspended for a Participant who is employed in disqualifying employment as follows:

- (a) Employed with any Participating Employer.
- (b) Employed or self-employed in the same or related business as any Participating Employer.
- (c) Working in Industry Employment at least one (1) Hour of Service that is not covered by the Collective Bargaining Agreement.
- (d) Employed or self-employed in any business which is under the trade jurisdiction of the Sheet Metal Workers' International Association.

The Retirement Benefit shall be suspended for each month that the Participant is working plus three (3) additional months unless otherwise provided in this Section 2.6. If the disqualifying employment is described in (c) above, the Retirement Benefit shall be suspended for six (6) months for every calendar quarter in which the Participant works one (1) hour or more in addition to the other suspensions. On or after August 1, 2022, a one-time waiver of the three (3) additional months suspension is available to a Participant who is reemployed by a Participating Employer before the Participant's Normal Retirement Date, provided that the disqualifying employment was Covered Employment, the Participant previously experienced a bona fide retirement, and the Participant worked at least 1,000 Hours of Service in the twelve (12) month period prior to the subsequent retirement.

Upon subsequent retirement, the Participant's Accrued Benefit shall be recalculated in accordance with Section 2.4 and Section 2.7.

For periods on or after the Normal Retirement Date, the Retirement Benefit shall be suspended for a Participant who is employed for forty (40) hours or more in any month in disqualifying employment. Disqualifying employment shall mean working in Industry Employment, or in any

trade or craft in which the Participant worked prior to the Normal Retirement Date, in the geographic area covered by the Plan.

In accordance with Department of Labor regulations Section 2530.203-3, if the individual is notified that such a suspension shall occur, the benefit payments not paid during such suspension of benefits shall be forfeited unless otherwise provided under this Section 2.6. Within three (3) months following the Participant's retirement or death after a period of suspension, a lump sum payment shall be due, if applicable, equal to a monthly payment under the form of payment elected for each calendar month since the period of suspension during which the Participant had fewer than forty (40) Hours of Service in disqualifying employment in such calendar month (excluding hours credited solely with respect to an award of back pay).

Overpayments attributable to payments made for any month or months for which the Participant works in disqualifying employment shall be deducted from pension payments, otherwise paid or payable, subsequent to the period of suspension. A deduction from a monthly benefit for the month after the Participant attained his Normal Retirement Date shall not exceed twenty-five percent (25%) of the pension amount (before deduction), except that the Plan may withhold up to one hundred percent (100%) of the first pension payment made upon resumption after a suspension. If the Pensioner dies before recovery of the overpayment has been completed, deductions shall be made from the benefits payable to his Beneficiary or Spouse receiving a pension subject to the twenty-five percent (25%) limitation on the rate of reduction.

2. Effective March 8, 2023, Section 6.3 of the Plan Document is amended to read as follows:

### **Section 6.3 Supplemental Death Benefit**

The following Participants are eligible for the Supplemental Death Benefit in the form of life insurance coverage:

- (a) Active Participants who are working in the trade for a Participating Employer and who have completed four hundred (400) continuous Hours of Service are eligible. For purposes of the Supplemental Death Benefit only, an "active Participant" shall be defined as a Participant who has had contributions made (or required to be made) to the Fund on his or her behalf during the twenty-four (24) month period immediately preceding the current date.
- (b) Active Participants who have incurred a Break in Service and have returned to active employment for a Participating Employer are eligible only if their number of years of Vesting Service is greater than their number of Break in Service years. If a Participant is determined to be ineligible at the time of reemployment, such Participant shall be eligible for life insurance coverage once their number of years of Vesting Service exceed their number of Break in Service years.
- (c) Participants who are receiving disability benefits from the Plan are eligible.

- (d) Participants who are receiving normal, early or postponed retirement benefits from the Plan and who were eligible for life insurance coverage from the Plan immediately prior to retirement are eligible.

All other Participants and all Beneficiaries are not eligible for life insurance coverage. Participants eligible under (a), (b) or (c) above will have a life insurance coverage in the amount of fifty thousand dollars (\$50,000).

Participants eligible under (d) above will have a life insurance coverage in the amount of fifteen thousand dollars (\$15,000).

IN WITNESS WHEREOF, the Trustees adopted this amendment to the Sheet Metal Workers Local 218(S) Pension Plan on March 8, 2023.

**Employer Trustees**

  
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**Union Trustees**

  
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**AMENDMENT NO. 11 TO THE  
SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan as follows:

Effective, June 1, 2022, Section 2.6 of the Plan Document is amended to read as follows:

**Section 2.6 Requirements Relative to Suspension of Benefits During  
Employment or Reemployment**

A suspension of benefits subject to the provisions of this Section 2.6 shall occur for any Participant for whom Retirement Benefits are not paid during a period of employment or reemployment with a Participating Employer. A Participant receiving a Retirement Benefit must notify the Trustees, within 15 days, of returning to employment or reemployment with a Participating Employer.

For periods prior to the Normal Retirement Date, the Retirement Benefit shall be suspended for a Participant who is employed in disqualifying employment as follows:

- (a) Employed with any Participating Employer.
- (b) Employed or self-employed in the same or related business as any Participating Employer.
- (c) Working in Industry Employment at least one (1) Hour of Service that is not covered by the Collective Bargaining Agreement.
- (d) Employed or self-employed in any business which is under the trade jurisdiction of the Sheet Metal Workers' International Association.

The Retirement Benefit shall be suspended for each month that the Participant is working plus three (3) additional months unless otherwise provided in this Section 2.6. If the disqualifying employment is described in (c) above, the Retirement Benefit shall be suspended for six (6) months for every calendar quarter in which the Participant works one (1) hour or more in addition to the other suspensions. On or after August 1, 2022, a one-time waiver of the three (3) additional months suspension is available to a Participant who is reemployed by a Participating Employer before the Participant's Normal Retirement Date, provided that the disqualifying employment was Covered Employment, the Participant previously experienced a bona fide retirement, and the Participant worked at least 1,000 Hours of Service in the Plan Year prior to the subsequent retirement.

Upon subsequent retirement, the Participant's Accrued Benefit shall be recalculated in accordance with Section 2.4 and Section 2.7.

For periods on or after the Normal Retirement Date, the Retirement Benefit shall be suspended for a Participant who is employed for forty (40) hours or more in any month in disqualifying

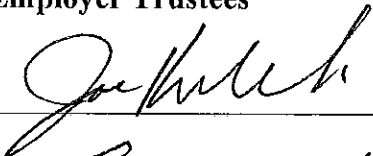
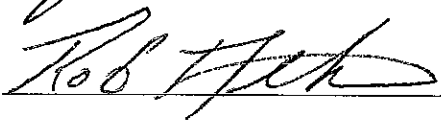
employment. Disqualifying employment shall mean working in Industry Employment, or in any trade or craft in which the Participant worked prior to the Normal Retirement Date, in the geographic area covered by the Plan.

In accordance with Department of Labor regulations Section 2530.203-3, if the individual is notified that such a suspension shall occur, the benefit payments not paid during such suspension of benefits shall be forfeited unless otherwise provided under this Section 2.6. Within three (3) months following the Participant's retirement or death after a period of suspension, a lump sum payment shall be due, if applicable, equal to a monthly payment under the form of payment elected for each calendar month since the period of suspension during which the Participant had fewer than forty (40) Hours of Service in disqualifying employment in such calendar month (excluding hours credited solely with respect to an award of back pay).



Overpayments attributable to payments made for any month or months for which the Participant works in disqualifying employment shall be deducted from pension payments, otherwise paid or payable, subsequent to the period of suspension. A deduction from a monthly benefit for the month after the Participant attained his Normal Retirement Date shall not exceed twenty-five percent (25%) of the pension amount (before deduction), except that the Plan may withhold up to one hundred percent (100%) of the first pension payment made upon resumption after a suspension. If the Pensioner dies before recovery of the overpayment has been completed, deductions shall be made from the benefits payable to his Beneficiary or Spouse receiving a pension subject to the twenty-five percent (25%) limitation on the rate of reduction.

IN WITNESS WHEREOF, the Trustees adopted this amendment to the Sheet Metal Workers Local 218(S) Pension Plan on September 14, 2022.

**Employer Trustees**

**Union Trustees**

**AMENDMENT NO. 10 TO THE  
SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan as follows:

Effective, June 1, 2022, Appendix A of the Plan Document is amended to read as follows:

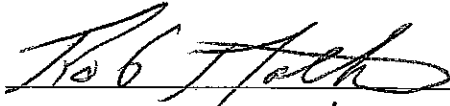
<b>Effective Date</b>	<b>Benefit Contributions*</b>
August 1, 1999	\$3.25
June 1, 2000	\$3.50
June 1, 2001	\$3.75
June 1, 2002	\$4.00
June 1, 2003	\$4.25
June 1, 2004	\$4.60
June 1, 2005	\$5.30
June 1, 2006	\$6.00
June 1, 2007	\$6.70
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June 1, 2010	\$9.16
August 1, 2010	\$7.00
August 1, 2013	\$7.25
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June 1, 2015	\$8.00
June 1, 2016	\$9.00
June 1, 2017	\$9.50
August 1, 2018	\$10.00
June 1, 2019	\$10.50
June 1, 2020	\$10.65
June 1, 2021	\$11.15
June 1, 2022	\$11.65

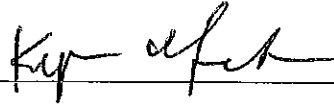
\*Effective for hours worked on and after August 1, 2010, this rate represents the maximum contribution rate allowed for benefit accruals. Any contributions received in excess of these rates will be considered Reserve Contributions as defined in Section 1.31 of the Plan Document.

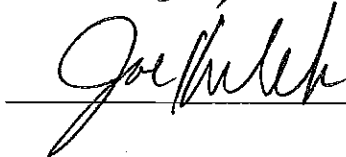
IN WITNESS WHEREOF, the Trustees adopted this amendment to the Sheet Metal Workers Local 218(S) Pension Plan on September 14, 2022.

**Employer Trustees**

**Union Trustees**







**AMENDMENT NO. 9 TO THE  
SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees further amend the Plan to reflect the Trustees' good faith effort, pending further guidance from the Treasury, to comply with the Internal Revenue Code Section 401(a)(9) rules, as amended by the Setting Up Every Community for Retirement Enhancement (SECURE) Act, enacted on December 20, 2019, to reflect the change to the required beginning date for participants who die before distribution of the benefit begins. Additionally, the Plan is amended to (1) clearly reflect the Plan's previous incorporation of and compliance with the distribution requirements of Internal Revenue Code Section 401(a)(9) and the regulations thereunder, (2) clarify language, and (3) reflect its consistency with the Plan's past, present, and future operations.

NOW THEREFORE, the Plan is amended as follows:

1. Section 7.5(d) of the Plan is amended effective January 1, 2020, to read as follows:

**Section 7.5    Restrictions on Options and Commencement of Benefit**

\*       \*       \*       \*       \*

- (d)    If a Participant or vested terminated Participant dies before distribution of the benefit begins, distribution of any benefit then due shall be completed by December 31 of the calendar year containing the fifth anniversary of death unless the benefit is to be paid as a lifetime benefit to a Surviving Spouse. Commencement of such a lifetime benefit can be deferred, at the election of the Surviving Spouse, until attainment of the Participant's Required Beginning Date.

2. Section 7.5(e) of the Plan is hereby clarified to clearly reflect that distributions under the Plan will be made in accordance with Internal Revenue Code Section 401(a)(9) and the regulations thereunder and such section shall read as follows:

**Section 7.5    Restrictions on Options and Commencement of Benefit**

\*       \*       \*       \*       \*

- (e)    Effective August 1, 2003, all required minimum distributions shall be made in accordance with Code Section 401(a)(9) and the regulations thereunder, including

\* \* \* \* \*

UNION TRUSTEES

Rob Felt  
Joe Welch

*Handwritten signature*

**AMENDMENT NO. 8 TO THE SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan Document as follows:

1. Effective, June 1, 2021, Appendix A of the Plan Document is amended to read as follows:

<b><u>Effective Date</u></b>	<b><u>Benefit Contributions*</u></b>
August 1, 1999	\$3.25
June 1, 2000	\$3.50
June 1, 2001	\$3.75
June 1, 2002	\$4.00
June 1, 2003	\$4.25
June 1, 2004	\$4.60
June 1, 2005	\$5.30
June 1, 2006	\$6.00
June 1, 2007	\$6.70
June 1, 2008	\$7.40
June 1, 2009	\$8.10
June 1, 2010	\$9.16
August 1, 2010	\$7.00
August 1, 2013	\$7.25
August 1, 2014	\$7.50
June 1, 2015	\$8.00
June 1, 2016	\$9.00
June 1, 2017	\$9.50
August 1, 2018	\$10.00
June 1, 2019	\$10.50
June 1, 2020	\$10.65
June 1, 2021	\$11.15

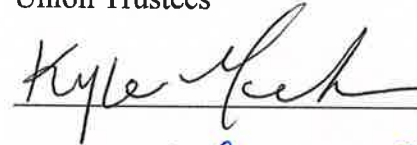

\*Effective for hours worked on and after August 1, 2010, this rate represents the maximum contribution rate allowed for benefit accruals. Any contributions received in excess of these rates will be considered Reserve Contributions as defined in Section 1.31 of the Plan Document.

IN WITNESS WHEREOF, the Trustees adopted this amendment to the Sheet Metal Workers Local 218(S) Pension Plan on June 9, 2021.

Employer Trustees


Union Trustees



**AMENDMENT NO. 7 TO THE  
SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan effective January 1, 2020, to reflect the Trustees' good faith effort, pending further guidance from Treasury, to comply with the Internal Revenue Code Section 401(a)(9) rules, as amended by the Setting Up Every Community for Retirement Enhancement (SECURE) Act, enacted on December 20, 2019, as well as to make certain other changes, as follows:

1. The scrivener's error in Section 1.37(b) is corrected by changing the word "welfare" to properly reflect the word "warfare" as follows:

**Section 1.37 Total Disability**

\* \* \* \* \*

(b) Warfare or act of a public enemy;

\* \* \* \* \*

2. The first sentence of Section 2.1(b) and the first sentence and the second paragraph of Section 2.1(d) of the Plan are clarified to reflect that a leave of absence includes maternity/paternity and other medical leaves under the Family and Medical Leave (FMLA) Act to read as follows:

**Section 2.1 Hours**

\* \* \* \* \*

- (b) Each hour for which an individual is paid, or entitled to payment, by any Participating Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence (including leave under the Family and Medical Leave Act (FMLA)). Notwithstanding the preceding sentence,

\* \* \* \* \*

- (d) For an individual who is absent on a Qualified Maternity/Paternity Absence or other leave of absence under the FMLA, each hour which would have been credited to the individual if the individual had continued to work a normal schedule as in effect prior to the absence or, if a normal work schedule cannot be determined, eight (8) hours per day of absence. No more than five hundred and one (501) Hours of Service are required to be credited under this paragraph (d) to an individual on account of absence due to any single pregnancy or placement, and the same Hours of Service shall not be credited under (a), (b) or (c) and this paragraph (d). Credit for all such hours shall be given in the computation period containing the first day of such absence, if necessary to avoid a Break in Service in such year, or in the computation period immediately following.

A Qualified Maternity/Paternity Absence or other leave of absence under the FMLA under this paragraph(d) is an absence from work for any period (i) by reason of the individual's pregnancy, (ii) by reason of the birth of a child of the individual, (iii) by reason of the placement of a child with the individual in connection with the adoption of such child by the individual, (iv) for purposes of caring for such child for a period immediately following such birth or placement; or (v) for any other family or medical reason entitling an individual to leave under the FMLA; provided that the individual furnishes the Plan Sponsor with sufficient information to determine the reason and duration of such period of absence.

\* \* \* \* \*

3. Section 2.3 of the Plan is clarified to reflect how a leave of absence pursuant to the FMLA is treated for purposes of eligibility and vesting to read as follows:

### **Section 2.3 Break in Service**

A Break in Service occurs in any Plan Year during which an Employee is credited with one hundred fifty (150) or fewer Hours of Service unless the Employee is credited with one hundred fifty (150) or fewer Hours of Service on account of an Authorized Leave of Absence or a period of layoff. Notwithstanding the above, no Break in Service shall occur with respect to a Plan Year in which an individual spent time in qualified military service, provided the individual submits an application for reemployment with a Participating Employer ninety (90) days after completion of the period of service. With respect to an

Authorized Leave of Absence under the Plan, up to twelve (12) weeks of leave granted under the FMLA will be counted for purposes of determining eligibility and vesting.

Upon incurring a Break in Service, the rights and benefits of a Participant shall be determined based upon the Participant's Vesting Service and Accrued Benefit at such time.

4. Section 2.6 of the Plan is amended, to (i) add a new sentence to the end of the first paragraph, (ii) revise the fourth paragraph, and (iii) add a new paragraph at the end of the section to read as follows:

**Section 2.6    Requirements Relative to Suspension of Benefits During  
Employment or Reemployment**

\*       \*       \*       \*       \*

A suspension of benefits subject to the provisions of this Section 2.6 shall occur for any Participant for whom Retirement Benefits are not paid during a period of employment or reemployment with a Participating Employer. A Participant receiving a Retirement Benefit must notify the Trustees, within 15 days, of returning to employment or reemployment with a Participating Employer.

\*       \*       \*       \*

Overpayments attributable to payments made for any month or months for which the Participant works in disqualifying employment shall be deducted from pension payments, otherwise paid or payable, subsequent to the period of suspension. A deduction from a monthly benefit for the month after the Participant attained his Normal Retirement Date shall not exceed twenty-five percent (25%) of the pension amount (before deduction), except that the Plan may withhold up to one hundred percent (100%) of the first pension payment made upon resumption after a suspension. If the Pensioner dies before recovery of the overpayment has been completed, deductions shall be made from the benefits payable to his Beneficiary or Spouse receiving a pension subject to the twenty-five percent (25%) limitation on the rate of reduction.

5. Section 7.5(a) of the Plan is amended to read as follows:

**Section 7.5    Restrictions on Options and Commencement of Benefit**

Except as otherwise provided in this Section 7.5, the following requirements shall take precedence over any inconsistent provisions of the Plan:

- (a) Payment of benefits shall commence on or before the Required Beginning Date. In the event that a Participant remains employed by the Participating Employer past the Required Beginning Date, the Annuity Starting Date will be the Required Beginning Date.

Prior to January 1, 2020, the Required Beginning Date is the April 1 of the calendar year following the calendar year in which the Participant attains age seventy and one-half (70-1/2).

Effective on and after January 1, 2020, the Required Beginning Date is the April 1 of the calendar year following the calendar year in which the Participant attains:

- (i) age 70-1/2 for Participants who attained age 70-1/2 prior to January 1, 2020, and
- (ii) age 72 for Participants who attained age 70-1/2 after December 31, 2019.



\* \* \* \* \*

IN WITNESS WHEREOF, the Trustees adopted this amendment to the Sheet Metal Workers Local 218(S) Pension Plan on December 9, 2020.

EMPLOYER TRUSTEES


UNION TRUSTEES

**AMENDMENT NO. 6 TO THE SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan as follows:

1. Effective, June 1, 2021, Appendix A of the Plan Document is amended to read as follows:

<b><u>Effective Date</u></b>	<b><u>Benefit Contributions*</u></b>
August 1, 1999	\$3.25
June 1, 2000	\$3.50
June 1, 2001	\$3.75
June 1, 2002	\$4.00
June 1, 2003	\$4.25
June 1, 2004	\$4.60
June 1, 2005	\$5.30
June 1, 2006	\$6.00
June 1, 2007	\$6.70
June 1, 2008	\$7.40
June 1, 2009	\$8.10
June 1, 2010	\$9.16
August 1, 2010	\$7.00
August 1, 2013	\$7.25
August 1, 2014	\$7.50
June 1, 2015	\$8.00
June 1, 2016	\$9.00
June 1, 2017	\$9.50
August 1, 2018	\$10.00
June 1, 2019	\$10.50
June 1, 2020	\$10.65

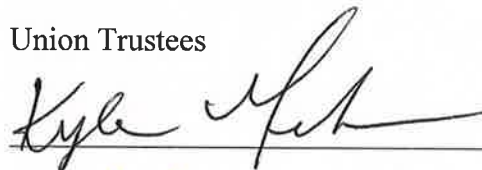

\*Effective for hours worked on and after August 1, 2010, this rate represents the maximum contribution rate allowed for benefit accruals. Any contributions received in excess of these rates will be considered Reserve Contributions as defined in Section 1.31 of the Plan Document.

IN WITNESS WHEREOF, the Trustees adopted this amendment to the Sheet Metal Workers Local 218(S) Pension Plan on July 29, 2020.

Employer Trustees


Union Trustees

**AMENDMENT NO. 5 TO THE SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan as follows:

1. Effective, June 1, 2019, Appendix A of the Plan Document is amended to read as follows:

<b><u>Effective Date</u></b>	<b><u>Benefit Contributions*</u></b>
August 1, 1999	\$3.25
June 1, 2000	\$3.50
June 1, 2001	\$3.75
June 1, 2002	\$4.00
June 1, 2003	\$4.25
June 1, 2004	\$4.60
June 1, 2005	\$5.30
June 1, 2006	\$6.00
June 1, 2007	\$6.70
June 1, 2008	\$7.40
June 1, 2009	\$8.10
June 1, 2010	\$9.16
August 1, 2010	\$7.00
August 1, 2013	\$7.25
August 1, 2014	\$7.50
June 1, 2015	\$8.00
June 1, 2016	\$9.00
June 1, 2017	\$9.50
August 1, 2018	\$10.00
June 1, 2019	\$10.50

\*Effective for hours worked on and after August 1, 2010, this rate represents the maximum contribution rate allowed for benefit accruals. Any contributions received in excess of these rates will be considered Reserve Contributions as defined in Section 1.31 of the Plan Document.

IN WITNESS WHEREOF, the Trustees have caused this instrument to be executed on this 12th day of June, 2019.

Employer Trustees

Rob Hoth

Jackie

Union Trustees

Rhonda

Kyle Lehman



## **AMENDMENT NO. 4 TO THE SHEET METAL WORKERS**

### **LOCAL UNION NO. 218(S) PENSION PLAN**

**Restated and Effective August 1, 2014**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan as follows:

Effective August 1, 2018, Section 6.1 of the Plan Document is amended to read as follows:

#### **Section 6.1      Death After Age Fifty-Five (55)**

- (a) If an active or disabled Participant dies after attaining age fifty-five (55), leaving a Surviving Spouse, then such Surviving Spouse shall receive a monthly benefit commencing on the first of the month coincident with or next following the Participant's death. The amount of the benefit shall be calculated as if the Participant had retired on the day immediately preceding the Participant's death, and had made a timely election to receive benefits in accordance with the fifty percent (50%) Contingent Annuitant Option described in Section 7.2 designating the Participant's Surviving Spouse as Contingent Annuitant
- (b) If a vested terminated Participant dies after attaining age fifty-five (55), leaving a Surviving Spouse, such Surviving Spouse shall receive the greatest of (i), (ii) and (iii):
  - (i) The Actuarial Equivalent Value of Benefit Contributions made on behalf of the Participant through July 31, 2018 payable for the lifetime of the Surviving Spouse;
  - (ii) The Actuarial Equivalent Value of the Participant's Accrued Benefit through July 31, 2018 payable for the lifetime of the Surviving Spouse;
  - (iii) The benefit that would be payable if the Participant had retired on the day immediately preceding the Participant's death and had made a timely election to receive benefits in accordance with the fifty percent (50%) Contingent Annuitant Option described in Section 7.2 designating the Participant's Surviving Spouse as Contingent Annuitant

The Surviving Spouse entitled to benefits payable under Section 6.1(a) or 6.1(b) may elect to receive a single sum payment as described in Section 7.2(f).

- (c) If an active, disabled or vested terminated Participant dies after age fifty-five (55) and the Participant's Beneficiary is not eligible for benefits as described in Section 6.1(a) and 6.1(b), then such Beneficiary shall receive a single sum payment equal to the greater of (i) and (ii):
  - (i) The Benefit Contributions made on behalf of the Participant through July 31, 2018;
  - (ii) The Actuarial Equivalent Value of the Participant's Accrued Benefit through July 31, 2018.

Effective August 1, 2018, Section 6.2 of the Plan Document is amended to read as follows:

## **Section 6.2      Death Prior to Age Fifty-Five (55)**

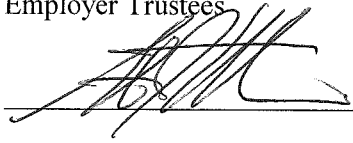
- (a) If an active, disabled or vested terminated Participant dies prior to age fifty-five (55), leaving a Surviving Spouse, then such Surviving Spouse shall receive the greatest of (i), (ii) and (iii):
  - (i) The Actuarial Equivalent Value of Benefit Contributions made on behalf of the Participant through July 31, 2018 payable for the lifetime of the Surviving Spouse;
  - (ii) The Actuarial Equivalent Value of the Participant's Accrued Benefit through July 31, 2018 payable for the lifetime of the Surviving Spouse;
  - (iii) The benefit that would be payable if the Participant had terminated employment on the day immediately preceding the Participant's death, survived to the Survivor Annuity Commencement Date, and had made a timely election to receive benefits commencing on the Survivor Annuity Commencement Date, in accordance with the fifty percent (50%) Contingent Annuitant Option described in Section 7.2 designating the Surviving Spouse as Contingent Annuitant.

The Surviving Spouse entitled to benefits payable under Section 6.2(a) may elect to receive a single sum payment as described in Section 7.2(f).

- (b) If an active, disabled or terminated Participant dies prior to age fifty-five (55) and the Participant's Beneficiary is not eligible for benefits as described in Section 6.2(a), then such Beneficiary shall receive a single sum payment equal to the Benefit Contributions made on behalf of the Participant through July 31, 2018.

IN WITNESS WHEREOF, the Trustees hereby adopt this amendment on the 13<sup>th</sup> day of June, 2018.

Employer Trustees




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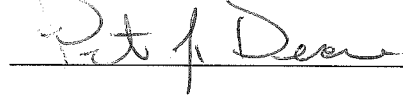
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Union Trustees



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**AMENDMENT NO. 3 TO THE SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan as follows:

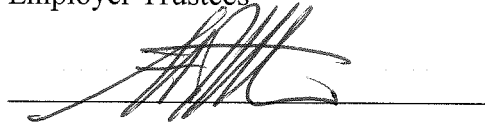
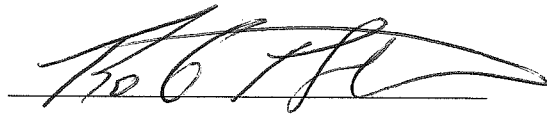
1. Effective, August 1, 2018, Appendix A of the Plan Document is amended to read as follows:

<b><u>Effective Date</u></b>	<b><u>Benefit Contributions*</u></b>
August 1, 1999	\$3.25
June 1, 2000	\$3.50
June 1, 2001	\$3.75
June 1, 2002	\$4.00
June 1, 2003	\$4.25
June 1, 2004	\$4.60
June 1, 2005	\$5.30
June 1, 2006	\$6.00
June 1, 2007	\$6.70
June 1, 2008	\$7.40
June 1, 2009	\$8.10
June 1, 2010	\$9.16
August 1, 2010	\$7.00
August 1, 2013	\$7.25
August 1, 2014	\$7.50
June 1, 2015	\$8.00
June 1, 2016	\$9.00
June 1, 2017	\$9.50
August 1, 2018	\$10.00

\*Effective for hours worked on and after August 1, 2010, this rate represents the maximum contribution rate allowed for benefit accruals. Any contributions received in excess of these rates will be considered Reserve Contributions as defined in Section 1.31 of the Plan Document.

IN WITNESS WHEREOF, the Trustees have caused this instrument to be executed on this 13th day of June, 2018.

Employer Trustees

A handwritten signature in dark ink, appearing to be "AM", written over a horizontal line.A handwritten signature in dark ink, appearing to be "Bob", written over a horizontal line.

Union Trustees

A handwritten signature in dark ink, appearing to be "Pat/Dave", written over a horizontal line.A handwritten signature in dark ink, appearing to be "M. Apple", written over a horizontal line.

## **AMENDMENT NO. 2 TO THE SHEET METAL WORKERS**

### **LOCAL UNION NO. 218(S) PENSION PLAN**

**Restated and Effective August 1, 2014**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan as follows:

1. Effective April 1, 2018, Section 13.3 of the Plan Document is amended to read as follows:

#### **Section 13.3 Denial of Claim and Right of Appeal**

Any person who believes that the individual had been improperly denied benefits provided for under the Plan, shall be entitled to a full and fair review of the claim under the following appeal procedures:

- (a) Upon denial of a person's application for benefits, which is also referred to as an adverse benefit determination, the individual (also referred to as the "claimant") shall be furnished a written notice prepared in a manner calculated to be understood by the individual affected stating the specific reason or reasons for denial including specific reference to the pertinent Plan provisions on which the denial is based, a description of any additional material or information necessary for the person to establish the right to benefits and an explanation of why such material or information is necessary, and a statement of the right to bring a civil action under ERISA Section 502(a) after the conclusion of the Plan's appeal process. This written notice shall also contain an explanation of the appeal procedure which the person must follow to have the claim for benefits reviewed.

Effective for any disability benefit claim filed on or after April 1, 2018, or termination of a disability benefit occurring on or after April 1, 2018, the written statement shall also include:

An explanation for disagreeing with or not following:

- (i) The views presented by the claimant to the Plan of the health care professionals treating the claimant and vocational professionals who evaluated the claimant;
- (ii) The views of medical or vocational experts whose advice was obtained on behalf of the Plan in conjunction with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination;

- (iii) A disability determination regarding the claimant presented by the claimant to the Plan made by the Social Security Administration;

If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;

Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and

A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.

Effective April 1, 2018, in the case of an adverse benefit determination with respect to a claim for a disability benefit, the notification shall be provided in a culturally and linguistically appropriate manner pursuant to Department of Labor Regulation Section 2560.503-1(o).

- (b) A person who has been denied benefits, or the individual's duly authorized representative, shall have the following rights in appealing the initial decision:
  - (i) The right to submit additional proof of entitlement to benefits.
  - (ii) The right to examine any document in possession of the Plan relevant to the application.
  - (iii) The right within ninety (90) days of receipt of the notice of the denial of benefit (or within one hundred eighty (180) days of receipt of the notice of the denial for a disability benefit claim), to appeal the decision to the Trustees by submitting a written statement setting forth which of the reasons for denial of the application the individual disagrees with along with supporting documents or additional comments related to the appeal. The written statement is to be submitted to the Trustees.
  - (iv) In the normal case, the Trustees shall make their determination on the basis of the supporting file documents and the person's written statement as submitted. However, the Trustees may, in their discretion, require or permit the person to submit additional written

information, or to appear before the Trustees for an oral hearing, or both. In the event the person is required or permitted to appear before the Trustees, the hearing shall be held at the next regular meeting of the Trustees or at such other time as may be determined by the Trustees with reasonable notice of the date, time and place of the hearing given to the person.

- (c) The Trustees shall make a full and fair review of each appeal and issue its decision in writing within sixty (60) days after receipt of the written request for an appeal (or within forty-five (45) days after receipt of the written request for an appeal of a disability benefit claim) unless such circumstances require an extension of time for processing, in which case the decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of a request for review (and not later than one hundred five (105) days after review of a request for review of a disability benefit claim). The decision of the Trustees on the appeal shall be written in a clear and understandable manner and shall include specific reference to the pertinent Plan provisions on which the decision is based, a copy thereof to be furnished the appellant.

Effective for disability benefits claims filed on or after April 1, 2018 or for terminations of disability benefits occurring on or after April 1, 2018, the following shall apply:

- (i) Prior to the date that the Plan issues an adverse benefit determination on an appeal of a disability benefit claim, the Plan shall provide the claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan, insurer or other person making the benefit determination (or at the direction of the Plan insurer or such other person) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give the claimant a reasonable opportunity to respond prior to that date; and
- (ii) Prior to the date the Plan can issue an adverse benefit determination on an appeal of a disability benefit claim based on a new additional rationale, the Plan shall provide the claimant, free of charge, with the rationale; the rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on a review is required to be provided to give the claimant a reasonable opportunity to respond prior to that date.



- (iii) If the adverse benefit determination is based in whole or in part on a medical opinion, a medical professional will be consulted who has the appropriate training and experience in the field of medicine involved in the medical opinion and who is not the same individual who was consulted on the initial review or a subordinate of that individual. The Plan will also advise of the identity of any medical expert upon request.

In the case of an adverse benefit determination on an appeal with respect to a claim for a disability benefit filed on or after April 1, 2018, a written determination shall be sent to the claimant within five (5) days of the decision, which shall include:

The specific reason(s) for the adverse benefit determination;

Specific references to the Plan provisions on which the adverse benefit determination is based;

Notification of the right to request and obtain (free of charge) all documents, records and other information relevant to the claim;

A discussion of the decision, including an explanation of the basis for disagreeing with or not following:

- (i) The views presented by the claimant to the Plan of the health care professionals treating the claimant and vocational professionals who evaluated the claimant;
- (ii) The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
- (iii) A disability determination regarding the claimant presented by the claimant to the Plan made by the Social Security administration;

If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;

Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and

A statement of the right, under section 502(a) of ERISA, to bring a civil action after exhaustion of the Plan's appeal process, which statement shall also describe the applicable contractual limitations period that applies to the right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.

Effective April 1, 2018, in the case of an adverse benefit determination on an appeal with respect to a claim for a disability benefit, the notification shall be provided in a culturally and linguistically appropriate manner pursuant to Department of Labor Regulation Section 2560.503-1(o).

- (d) All questions or controversies of whatsoever character arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, as to the construction of the language of this Plan or any rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Plan or otherwise, shall be submitted to the Board of Trustees for a decision. In the event a claim for benefits has been denied, no lawsuit or other action against the Fund or its Trustees may be filed until the matter has been submitted for review under this Plan's ERISA-mandated review procedure. The decision on review shall be binding upon all persons dealing with the Plan or claiming any benefits hereunder, except to the extent that such decision may be determined to be arbitrary or capricious by a court or arbitrator having jurisdiction over such matter. Any lawsuit filed after the matter has been submitted for review under this Plan's ERISA-mandated review procedure must be filed within one year from the date after said review procedure was exhausted. Further, any such lawsuit against the Plan must be filed in a court of competent jurisdiction that is located in Sangamon County, Illinois.

In addition, the following requirements apply for disability benefit claims filed on or after April 1, 2018:



- (i) Effective for disability benefit claims, generally, if the Plan fails to establish or follow claims procedures consistent with the requirements of this Section, a claimant will be deemed to have exhausted the administrative remedies available under the Plan and shall be entitled to pursue any available remedies under ERISA §502(a).
- (ii) In addition, if the Plan fails to strictly adhere to all the requirements of this Section with respect to disability benefit claims, the claimant is deemed to have exhausted the administrative remedies available under the Plan (unless the violations are "de minimis" in accordance with DOL Reg. §2560.503-1(l)(2)(ii)). Accordingly, the claimant is entitled to

pursue any available remedies under ERISA §502(a). If a claimant chooses to pursue remedies under ERISA §502 in these circumstances, the claim or appeal is deemed denied on review without the exercise of discretion by an appropriate fiduciary.

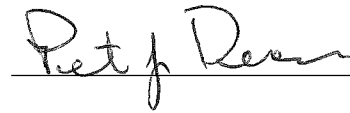
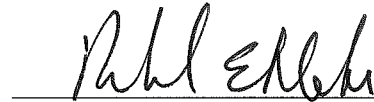
- (iii) To ensure that all claims and appeals for disability benefits are adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical or vocational expert) will not be made based upon the likelihood that the individual will support the denial of benefits.

IN WITNESS WHEREOF, the Trustees hereby adopt this amendment on the 14<sup>th</sup> day of March, 2018.

Employer Trustees

Union Trustees

**AMENDMENT NO. 1 TO THE SHEET METAL WORKERS LOCAL 218(S)  
PENSION PLAN DOCUMENT**

Pursuant to the authority granted in Section 10.1 of the Sheet Metal Workers Local 218(S) Pension Plan Document, the Trustees hereby amend said Plan as follows:

1. Effective, June 1, 2017, Section 4.1 of the Plan Document is amended to read as follows:

**Section 4.1 Normal Retirement Benefit**

Each Participant who retires from employment on or after the Participant's Normal Retirement Date shall be entitled to a monthly Retirement Benefit equal to:

- (a) The benefit accrued as of July 31, 1999; plus
- (b) Two and twelve hundredths percent (2.12%) of the Benefit Contributions made on the Participant's behalf from August 1, 1999 through July 31, 2000; plus
- (c) One and eight tenths percent (1.8%) of the Benefit Contributions made on the Participant's behalf from August 1, 2000 through July 31, 2003; plus
- (d) One and two tenths percent (1.2%) of the Benefit Contributions made on the Participant's behalf from August 1, 2003 through July 31, 2010; plus
- (e) Seven-tenths percent (0.7%) of the Benefit Contributions made on the Participant's behalf on or after August 1, 2010.
- (f) One percent (1%) of the Benefit Contributions made on the Participant's behalf on or after August 1, 2017.

2. Effective, June 1, 2017, Appendix A of the Plan Document is amended to read as follows:

<b><u>Effective Date</u></b>	<b><u>Benefit Contributions*</u></b>
August 1, 1999	\$3.25
June 1, 2000	\$3.50
June 1, 2001	\$3.75
June 1, 2002	\$4.00
June 1, 2003	\$4.25
June 1, 2004	\$4.60
June 1, 2005	\$5.30
June 1, 2006	\$6.00
June 1, 2007	\$6.70

June 1, 2008	\$7.40
June 1, 2009	\$8.10
June 1, 2010	\$9.16
August 1, 2010	\$7.00
August 1, 2013	\$7.25
August 1, 2014	\$7.50
June 1, 2015	\$8.00
June 1, 2016	\$9.00
June 1, 2017	\$9.50

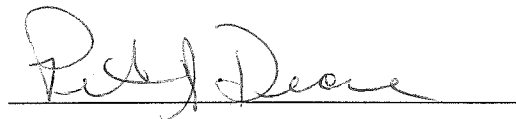
\*Effective for hours worked on and after August 1, 2010, this rate represents the maximum contribution rate allowed for benefit accruals. Any contributions received in excess of these rates will be considered Reserve Contributions as defined in Section 1.31 of the Plan Document.

IN WITNESS WHEREOF, the Trustees have caused this instrument to be executed on this 14th day of June, 2017.

On behalf of Employer Trustees

A handwritten signature in dark ink, appearing to be a stylized 'H' or 'M', is written over a horizontal line.

On behalf of Union Trustees

A handwritten signature in dark ink, appearing to be 'Rick J. Deane', is written over a horizontal line.

**SHEET METAL WORKERS LOCAL UNION  
NO. 218(S) PENSION PLAN**

**AMENDED AND RESTATED  
EFFECTIVE AUGUST 1, 2014**

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## INTRODUCTION

Effective June 1, 1963, the Sheet Metal Workers Local Union No. 218(S) Pension Plan was established by agreement between the Springfield and Vicinity Sheet Metal Contractors Association and Sheet Metal Workers Local Union No. 218(S) to provide retirement benefits for certain employees covered by collective bargaining agreements.

Since establishment the Plan has been amended from time to time so as to improve benefits and to continue to meet the requirements of the governing laws.

Effective August 1, 2001 the Plan was amended and restated to comply with the provisions of the Uruguay Round Agreements Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Internal Revenue Service Restructuring and Reform Act of 1998 and the Economic Growth and Tax Reconciliation Act of 2001. Effective August 1, 2009, the Plan was amended and restated to comply with the provisions of the Pension Funding Equity Act of 2004, American Jobs Creation Act of 2004, the Pension Protection Act of 2006, and the Heroes Earnings Assistance and Relief Tax Act of 2008. This amended and restated Plan is intended to meet the requirements of Sections 401(a) and 501(a) of the Internal Revenue Code of 1986 and the Employee Retirement Income Security Act of 1974 (ERISA). Effective August 1, 2014, the Plan is being amended and restated to comply with IRS Notice 2014-19 regarding treatment of same sex spouses.

Each Employee in the service of a Participating Employer on or after August 1, 2014 and with respect to whom contributions are payable to the Trust Fund on or after such date shall be subject to the provisions of this amended and restated Plan. The eligibility for and amount of benefit for any Employee whose Covered Employment terminated prior to August 1, 2014 shall be determined in accordance with the provisions of the Plan which were in effect on the date contributions were last payable to the Trust Fund on behalf of such former Employee except as specifically provided hereunder.

## **ARTICLE 1     DEFINITIONS**

As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meanings indicated. Some of the words and phrases used in the Plan are not defined in this Section 1, but, for convenience, are defined as they are introduced into the text.

### **Section 1.1     Accrued Benefit**

Accrued Benefit means an amount, determined as of any specified date which is equal to the monthly Retirement Benefit as computed in accordance with Section 4.1.

### **Section 1.2     Actuarial Equivalent Value**

Actuarial Equivalent Value means equality in value of the aggregate amounts expected to be received under different forms of payment as determined based on interest at the rate of eight percent (8%) per annum compound and mortality in accordance with the 1984 Unisex Pension Table set forward one (1) year. For purposes of Sections 7.3, Article 11 and any other Section of the Plan which is subject to Section 417(e) of the Internal Revenue Code prior to August 1, 2000, the interest rate shall not be greater than the interest rate that would be used as of the August 1 preceding or coinciding with the determination date by the Pension Benefit Guaranty Corporation (PBGC) for purposes of calculating the present value of the Participant's benefits under the Plan if the Plan had terminated on the determination date.

For purposes of Sections 7.3, Article 11 and any other Section of the Plan which is subject to Section 417(e) of the Internal Revenue Code on or after August 1, 2000, equivalence of value is determined from actuarial calculations based on the interest rate on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service (or as otherwise specified in Section 417(e) of the Internal Revenue Code if such Section is amended) for the month of May preceding the start of the Plan Year in which the distribution is made, provided, however, for purposes of the limit adjustment under Section 415(b) of the Internal Revenue Code for forms of payment subject to Section 417(e) of the Internal Revenue Code during plan years beginning in 2004 and 2005, the interest rate shall not exceed five and one-half percent (5.5%). Mortality shall be according to the 1983 Group Annuity Mortality Table blended to represent fifty percent (50%) of the male mortality rate and fifty percent (50%) of the female mortality rate at each age or such other table that is required under Section 417(e) of the Code.

However, for determination dates during the period from August 1, 2000 through July 31, 2001 under Sections 7.3, Article 11 and any other Section of the Plan which is subject to Section 417(e) of the Internal Revenue Code, if it produces a greater value, Actuarial Equivalence shall be based on interest at

the rate or rates used as of August 1 preceding or coinciding with the determination date by the Pension Benefit Guaranty Corporation (PBGC) for purposes of calculating the present value of the Participant's benefits under the Plan if the Plan had terminated on the determination date and mortality shall be according to the 1984 Unisex Pension Table set forward one (1) year.

### **Section 1.3      Actuary**

Actuary means one or more actuaries chosen by the Trustees and who shall be enrolled under Subtitle C of Title III of the Employee Retirement Income Security Act of 1974.

### **Section 1.4      Alumni Employee**

Alumni Employee means any person in the employ of a Participating Employer who transfers from Covered Employment to Non-Covered Employment.

### **Section 1.5      Annuity Starting Date**

Annuity Starting Date means the first day of the first period for which an amount is paid as an annuity or any other form.

### **Section 1.6      Beneficiary**

Beneficiary means the person or persons, or other legal entity, who has been designated in accordance with Article 8 hereof to receive any benefits payable upon the death of a Participant.

### **Section 1.7      Benefit Contributions**

Benefit Contributions means the portion of the total contributions made by a Participating Employer on behalf of an Employee that determines the amount of the Employee's Accrued Benefit as outlined in Appendix A.

### **Section 1.8      Code**

Code means the Internal Revenue Code of 1986 as amended from time to time.

### **Section 1.9      Collective Bargaining Agreement**

Collective Bargaining Agreement means the collective bargaining agreements in force between the Union and the Participating Employer, or any subsequent or other written agreements which provide for Employer contributions to be made to the Trust Fund.

### **Section 1.10      Contingent Annuitant**

Contingent Annuitant means the person designated by a Participant in accordance with Article 8 to receive any payments after the death of the Participant in accordance with the option described in Section 7.2.

### **Section 1.11      Covered Employment**

Covered Employment means the period of employment for which one (1) or more Participating Employers makes (or is required to make) contributions on account of an Employee.

### **Section 1.12      Direct Rollover**

Direct Rollover means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

### **Section 1.13      Disability Benefit Date**

Disability Benefit Date means the first day of the month coincident with or immediately following the date on which a Participant satisfies all of the requirements for a benefit pursuant to Section 4.4.

### **Section 1.14      Distributee**

Distributee means an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the Spouse or former Spouse. The Employee's or former Employee's nonspousal Beneficiary is the Distributee with regard to the interest of the nonspousal Beneficiary.

### **Section 1.15      Early Retirement Date**

Early Retirement Date means the first day of the month coincident with or immediately following the date a Participant retires prior to the Participant's Normal Retirement Date pursuant to the provisions of Section 4.3.

### **Section 1.16      Effective Date**

Effective Date means, with respect to the establishment of this Plan, June 1, 1963. With respect to the amendment and restatement of this Plan, August 1, 2014.

### **Section 1.17      Eligible Retirement Plan**

Eligible Retirement Plan means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code that accepts the Distributee's Eligible Rollover Distribution. For distributions after December 31, 2001, Eligible Retirement Plan shall include an annuity contract described in Section 403(b) of the Code or an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan. Effective January 1, 2008, the term "Eligible Retirement Plan" shall also mean a Roth IRA as described in Section 408A of the Code.

### **Section 1.18      Eligible Rollover Distribution**

Eligible Rollover Distribution means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

### **Section 1.19      Employee**

Employee means any person in the employ of a Participating Employer who is covered by the Collective Bargaining Agreement between the Participating Employer and the Sheet Metal Workers Local Union No. 218(S). A leased employee as described in Section 414(n)(2) of the Code shall not be considered an Employee.

### **Section 1.20      ERISA**

ERISA means Public Law No. 93-406, the Employee Retirement Income Security Act of 1974, as amended from time to time.

### **Section 1.21      Industry Employment**

Industry Employment means any employment with a Participating Employer or employment or self-employment within the State of Illinois in the same or related business as any Participating Employer.

### **Section 1.22      Non-Bargaining Union Employee**

Non-Bargaining Union Employee means any person in the employ of a Participating Employer whose service is considered Non-Covered Employment.

### **Section 1.23      Non-Covered Employment**

Non-Covered Employment means an Employee's service with a Participating Employer that is not classified as Covered Employment.

### **Section 1.24      Normal Retirement Date**

Normal Retirement Date means the first day of the month coincident with or next following the earlier of (a) and (b):

- (a)      The later of the Participant's sixty-second (62nd) birthday and the tenth (10th) anniversary of Plan participation;
- (b)      The later of the Participant's sixty-fifth (65th) birthday and the fifth (5th) anniversary of Plan participation.

### **Section 1.25      Participant**

Participant means an Employee who is eligible under this Plan and who has complied with the requirements of Article 3.

### **Section 1.26      Participating Employer**

Participating Employer means any employing organization or member of an association of Employers that is a party to a Collective Bargaining Agreement requiring contributions to the Trust Fund.

### **Section 1.27      Participation Agreement**

Participation Agreement means a written agreement in force between the Trust Fund and the Participating Employer which provides for contributions to be made to the Trust Fund.

### **Section 1.28      Plan**

Plan means the Sheet Metal Workers Local Union No. 218(S) Pension Plan established effective June 1, 1963, as set forth herein, and as it shall be amended from time to time.

### **Section 1.29 Plan Year**

Plan Year means the period of twelve (12) consecutive months commencing on each August 1 and ending on July 31st.

### **Section 1.30 Postponed Retirement Date**

Postponed Retirement Date means the first day of the month coincident with or next following the date a Participant actually retires after the Normal Retirement Date.

### **Section 1.31 Reserve Contributions**

Reserve Contributions means the portion of the total contributions made by a Participating Employer on behalf of an Employee that is excluded in the determination of the Employee's Accrued Benefit.

### **Section 1.32 Retirement Benefit**

Retirement Benefit means a series of monthly payments which are payable to an individual who is entitled to receive benefits under the Plan.

### **Section 1.33 Retirement Date**

Retirement Date means the Normal Retirement Date, Early Retirement Date or the Postponed Retirement Date.

### **Section 1.34 Spouse**

Effective June 26, 2013, the term "Spouse" shall mean any individual to whom a Participant is lawfully married under any state law or the law of any foreign jurisdiction, including individuals married to a person of the same sex who are legally married in a state or foreign jurisdiction that recognizes same sex marriages, even if the individuals are domiciled in a state that does not recognize such marriage. The term "Spouse" shall not mean domestic partners, individuals in civil unions, or individuals in other similar formal relationships recognized under state law that is not denominated as a marriage under the laws of that state.

The foregoing definition of Spouse, which is effective June 26, 2013, shall not be applied retroactively to an Annuity Start Date or Death prior to June 26, 2013, or retroactively for any other purposes except as expressly provided in this Plan.



### **Section 1.35      Surviving Spouse**

Surviving Spouse means the person to whom the Participant has been married for at least one ( 1) year immediately prior to the Participant's death.

### **Section 1.36      Survivor Annuity Commencement Date**

Survivor Annuity Commencement Date means the first day of the month coincident with or immediately following the latest of:

- (a)      The date a Participant dies after age fifty-five (55).
- (b)      The earliest date on which the Participant could have commenced receiving benefits pursuant to Section 5.2 had the Participant separated from service on or prior to the date of death, or
- (c)      Upon election of the Surviving Spouse, any date on or before the Participant's Normal Retirement Date.

### **Section 1.37      Total Disability**

Totally Disability means a Participant who is unable, due to accident, injury, or disease, to engage in any work for which the Participant is reasonably suited by reason of training, education and experience and is eligible to receive disability benefits under the United States Social Security Act. Disability resulting from the following causes shall not constitute Total Disability under the Plan:

- (a)      Use of drugs or narcotics contrary to law;
- (b)      Welfare or act of a public enemy;
- (c)      Willful participation in any criminal act;
- (d)      Injury or disease sustained while working for anyone other than an Employer;
- (e)      Intentionally self-inflicted or self-incurred injury.

### **Section 1.38      Trust Agreement**

Trust Agreement means the Agreement between the Participating Employers and the Union establishing a Trust Fund for this Plan, as it may be amended from time to time hereafter. This Plan shall be deemed a part of the Trust Agreement as if all the terms and provisions thereof were set forth herein.

**Section 1.39 Trust Fund**

Trust Fund means the fund created under the Trust Agreement and all contributions monies or properties received and held thereunder for the purpose of providing benefits under the Plan.

**Section 1.40 Trustees**

Trustees means individuals, collectively, designated from time to time as Trustees pursuant to the terms of the Trust Agreement.

**Section 1.41 Union**

Union means the Sheet Metal Workers Local Union No. 218(S) and other unions who become parties to the Trust Agreement representing Employees whose Participating Employers become subscribers to the Trust Agreement.

## **SECTION 2      SERVICE**

### **Section 2.1      Hours of Service**

An individual will be credited with an Hour of Service for:

- (a) Each hour for which an individual is paid, or entitled to payment, for the performance of duties for any Participating Employer during the applicable computation period.
- (b) Each hour for which an individual is paid, or entitled to payment, by any Participating Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. Notwithstanding the preceding sentence,
  - (i) No more than five hundred and one (501) Hours of Service are required to be credited under this paragraph (b) to an individual on account of any single continuous period during which the individual performs no duties (whether or not such period occurs in a single computation period);
  - (ii) An hour for which an individual is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the individual if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workmen's compensation, or unemployment compensation or disability insurance laws; and
  - (iii) Hours of Service are not required to be credited for a payment which solely reimburses an individual for medical or medically related expenses incurred by the individual.

For purposes of this paragraph (b), a payment shall be deemed to be made by or due from any Participating Employer regardless of whether such payment is made by or due from the Participating Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Participating Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer or other entity are for the benefit of particular individuals or are on behalf of a group of individuals in the aggregate.

- (c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by any Participating Employer. The same Hours of Service shall not be credited both under

paragraph (a) or paragraph (b), as the case may be, and under this paragraph (c). Crediting of Hours of Service for back pay awarded or agreed to with respect to periods described in paragraph (b) shall be subject to the limitations set forth in that paragraph.

- (d) For an individual who is absent on a Qualified Maternity/Paternity Absence, each hour which would have been credited to the individual if the individual had continued to work a normal schedule as in effect prior to the absence or, if a normal work schedule cannot be determined, eight (8) hours per day of absence. No more than five hundred and one (501) Hours of Service are required to be credited under this paragraph (d) to an individual on account of absence due to any single pregnancy or placement, and the same Hours of Service shall not be credited under (a), (b) or (c) and this paragraph (d). Credit for all such hours shall be given in the computation period containing the first day of such absence, if necessary to avoid a Break in Service in such year, or in the computation period immediately following.

A Qualified Maternity/Paternity Absence under this paragraph(d) is an absence from work for any period (i) by reason of the individual's pregnancy, (ii) by reason of the birth of a child of the individual, (iii) by reason of the placement of a child with the individual in connection with the adoption of such child by the individual or (iv) for purposes of caring for such child for a period immediately following such birth or placement; provided that the individual furnishes the Plan Sponsor with sufficient information to determine the reason and duration of such period of absence.

The rules for crediting Hours of Service set forth in Paragraphs (b) and (c) of Section 2530.200b-2 of the Department of Labor Regulations are hereby incorporated by reference.

## **Section 2.2      Vesting Service**

An individual will receive a year of Vesting Service for each Plan Year in which the individual completes at least three hundred (300) Hours of Service.

## **Section 2.3      Break in Service**

A Break in Service occurs in any Plan Year during which an Employee is credited with one hundred fifty (150) or fewer Hours of Service unless the Employee is credited with one hundred fifty (150) or fewer Hours of Service on account of an Authorized Leave of Absence or a period of layoff. Notwithstanding the above, no Break in Service shall occur with respect to a Plan Year in which an individual spent time in qualified military service, provided the individual submits an application for reemployment with a Participating Employer ninety (90) days after completion of the period of service. Upon incurring a Break

in Service, the rights and benefits of a Participant shall be determined based upon the Participant's Vesting Service and Accrued Benefit at such time.

#### **Section 2.4 Reemployment**

A Participant who, at the time of a Break in Service, satisfied the requirements for a Retirement Benefit in accordance with Articles 4 or 5, and who again becomes an Employee, shall have the Vesting Service at the time of the Break in Service included in determining the Participant's subsequent rights and benefits under the Plan.

A Participant who, at the time of a Break in Service, had not satisfied the requirements for a Retirement Benefit either in accordance with Articles 4 or 5, and again becomes an Employee shall have the Vesting Service at the time of the Break in Service included in determining the Participant's subsequent rights and benefits under the Plan only if the number of consecutive years of Break in Service was less than five (5) years.

#### **Section 2.5 Changes in Employment Status and Transfers**

- (a) A Participant who ceases to be an Employee as the result of being transferred from Covered Employment to Non-Covered Employment with a Participating Employer shall cease to accrue benefits under this Plan as of the date of such transfer, and the Participant shall be referred to as an Alumni Employee thereafter. The benefit to which an Alumni Employee shall ultimately be entitled shall be in accordance with Section 1.1 determined as of the date of such transfer, unless the Employer enters into a Participation Agreement which allows contributions to be made on behalf of the Alumni Employee. In such case, the Alumni Employee shall continue to accrue benefits as long as contributions are being made on his behalf. For the purpose of fulfilling the eligibility requirements for ultimate receipt of the benefits accrued in this Plan, subsequent service with the Participating Employer shall be included as long as the Alumni Employee does not incur a Break in Service; however, no further benefit accruals shall be earned under this Plan unless the individual is transferred back to a position which will enable the individual once again to qualify as an Employee or the Participation Agreement provides contributions to be made on behalf of the Alumni Employee.
- (b) A person who becomes an Employee as the result of being transferred from Non-Covered Employment as a Non-Bargaining Unit Employee to Covered Employment with a Participating Employer shall be eligible to participate in this Plan pursuant to the provisions of Article 3. Benefit accruals shall only commence subsequent to becoming an Employee, unless the Employer has entered into a Participation Agreement which allows contributions to be made on

behalf of the Non-Bargaining Unit Employee. In such case, the Non-Bargaining Unit Employee shall accrue benefits as long as contributions are being made on his behalf. Vesting Service, for the purpose of fulfilling the eligibility requirements for ultimate receipt of benefits under this Plan, shall include the service as a Non-Bargaining Unit Employee subject to the terms of the Participation Agreement.

## **Section 2.6            Requirements Relative to Suspension of Benefits During Employment or Reemployment**

A suspension of benefits subject to the provisions of this Section 2.6 shall occur for any Participant for whom Retirement Benefits are not paid during a period of employment or reemployment with a Participating Employer.

For periods prior to the Normal Retirement Date, the Retirement Benefit shall be suspended for a Participant who is employed in disqualifying employment as follows:

- (a)     Employed with any Participating Employer.
- (b)     Employed or self-employed in the same or related business as any Participating Employer.
- (c)     Working in Industry Employment at least one (1) Hour of Service that is not covered by the Collective Bargaining Agreement.
- (d)     Employed or self-employed in any business which is under the trade jurisdiction of the Sheet Metal Workers' International Association.

The Retirement Benefit shall be suspended for each month that the Participant is working plus three (3) additional months. If the disqualifying employment is described in (c) above, the Retirement Benefit shall be suspended for six (6) months for every calendar quarter in which the Participant works one (1) hour or more in addition to the other suspensions.

Upon subsequent retirement, the Participant's Accrued Benefit shall be recalculated in accordance with Section 2.4 and Section 2.7.

For periods on or after the Normal Retirement Date, the Retirement Benefit shall be suspended for a Participant who is employed for forty (40) hours or more in any month in disqualifying employment. Disqualifying employment shall mean working in Industry Employment, or in any trade or craft in which the Participant worked prior to the Normal Retirement Date, in the geographic area covered by the Plan.

In accordance with Department of Labor regulations Section 2530.203-3, if the individual is notified that such a suspension shall occur, the benefit payments not paid during such suspension of benefits shall be forfeited unless otherwise provided under this Section 2.6. Within three (3) months following the Participant's retirement or death after a period of suspension, a lump sum payment shall be due, if applicable, equal to a monthly payment under the form of payment elected for each calendar month since the period of suspension during which the Participant had fewer than forty (40) Hours of Service in disqualifying employment in such calendar month (excluding hours credited solely with respect to an award of back pay).

## **Section 2.7      Recognition of Prior Distributions**

If a vested terminated Employee has received a distribution of all or a portion of the Accrued Benefit from the Plan and is thereafter reemployed, the Employee's Vesting Service shall not be used in the computation of future benefits unless the Employee complies with the repayment provisions contained in this Section 2.7. As a prerequisite to any restoration of Accrued Benefits or Vesting Service, the Employee shall repay to the Plan, together with interest at the rate of five percent (5%) per annum from the date of payment until December 31, 1989 and at the rate of one hundred twenty percent (120%) of the federal mid-term rates as in effect under Section 1274 of the Internal Revenue Code for the first month of each such Plan Year from January 1, 1990 until the date of repayment, the amount of any distribution made following the termination of employment which represented a lump sum equivalent of all or part of the Accrued Benefit. Such repayment shall be made within five (5) years from the date the Employee again performs an Hour of Service on reemployment. Such repayment may not be made after the Employee has retired or otherwise terminated, following reemployment.

## **Section 2.8      Reemployed Veterans**

Effective December 12, 1994, notwithstanding any provisions of the Plan to the contrary, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. Effective January 1, 2007, if an active Participant dies during qualified military service in accordance with Section 414(u) of the Internal Revenue Code, the Plan shall treat the active Participant as if the individual had died during Covered Employment under the Plan.

## **ARTICLE 3    PARTICIPATION**

### **Section 3.1**

Each active Participant on July 31, 2014 shall continue to be an active Participant on August 1, 2014.

### **Section 3.2**

Each other Employee shall automatically participate in the Plan on the date the individual completes an Hour of Service in Covered Employment.

### **Section 3.3**

Active participation in the Plan shall cease upon retirement, death or termination of employment prior to retirement.



## **ARTICLE 4     RETIREMENT BENEFITS**

### **Section 4.1     Normal Retirement Benefit**

Each Participant who retires from employment on or after the Participant's Normal Retirement Date shall be entitled to a monthly Retirement Benefit equal to:

- (a) The benefit accrued as of July 31, 1999; plus
- (b) Two and twelve hundredths percent (2.12%) of the Benefit Contributions made on the Participant's behalf from August 1, 1999 through July 31, 2000; plus
- (c) One and eight tenths percent (1.8%) of the Benefit Contributions made on the Participant's behalf from August 1, 2000 through July 31, 2003; plus
- (d) One and two tenths percent (1.2%) of the Benefit Contributions made on the Participant's behalf from August 1, 2003 through July 31, 2010; plus
- (e) Seven-tenths percent (0.7%) of the Benefit Contributions made on the Participant's behalf on or after August 1, 2010.

### **Section 4.2     Postponed Retirement Benefit**

The Retirement Benefit to which a Participant shall be entitled upon retirement at a Postponed Retirement Date shall be the Participant's Accrued Benefit at the Postponed Retirement Date.

### **Section 4.3     Early Retirement Benefit**

A Participant who has attained age fifty-five (55) and has completed five (5) or more years of Vesting Service may elect to retire prior to the Normal Retirement Date and receive a Retirement Benefit equal to the Accrued Benefit at the Early Retirement Date reduced by five-twelfths of one percent (5/12%) for each month by which the date of commencement of benefits precedes the Normal Retirement Date. Notwithstanding the above, for a Participant who has attained age sixty (60) with ten (10) years or more of Vesting Service or who has attained age fifty-five (55) with twenty-five (25) years or more of Vesting Service, the Retirement Benefit shall equal the Accrued Benefit at the Early Retirement Date unreduced for commencement prior to the Normal Retirement Date.

A Participant under age fifty-five (55) with thirty (30) years or more of Vesting Service may elect to retire prior to the Normal Retirement Date and receive a Retirement Benefit equal to the sum of:

- (a) The portion of the Accrued Benefit at the Early Retirement Date due to service prior to August 1, 2010 unreduced for commencement prior to the Normal Retirement Date; plus
- (b) The portion of the Accrued Benefit at the Early Retirement Date due to service on or after August 1, 2010 multiplied by the factor from Appendix B based on the Participant's age in years and months at the Early Retirement Date.

#### **Section 4.4      Disability Retirement Benefit**

A Participant who completes five (5) years of Vesting Service and suffers a Total Disability shall receive a monthly disability benefit equal to the Accrued Benefit as of the Disability Benefit Date. Benefits under this Section 4.4 shall not affect any other benefit under this Plan.

The optional forms of benefit payments do not apply to disability benefits.

The Trustees may require a Participant who is Totally Disabled and who has not reached the Normal Retirement Date to be reexamined from time to time to determine whether such Participant has recovered from disability.

Disability benefits shall cease with the payment due on the first day of the month in which the earliest of the Participant's recovery from the disability as determined by the Plan Sponsor, the Participant's Normal Retirement Date, commencement of Retirement Benefits or death.

A Participant receiving disability benefits who recovers from disability prior to the Normal Retirement Date and does not return to employment with a Participating Employer shall be treated as a vested terminated Participant.

## **ARTICLE 5      BENEFITS UPON TERMINATION OF EMPLOYMENT**

### **Section 5.1      Benefit on Termination of Employment Prior to Retirement**

In the event of the termination of employment with a Participating Employer of a Participant, for any reason other than death, disability or retirement under the Plan, after completion of five (5) years of Vesting Service, the Participant shall be entitled, if living on the Normal Retirement Date, to one hundred percent (100%) of the Accrued Benefit determined at the date of termination of employment.

### **Section 5.2      Commencement of Benefits to Participants Entitled to Deferred Vested Benefits**

The monthly Retirement Benefit to a Participant entitled to Retirement Benefits in accordance with Section 5.1 above, if the Participant survives to the Normal Retirement Date, shall be payable in accordance with Section 7.1, commencing on the Normal Retirement Date. A Participant may, however, elect to commence receiving benefits at any time following attainment of age fifty-five (55) with five (5) or more years of Vesting Service and prior to the Normal Retirement Date, in which event the benefit payable shall be reduced as for an early retirement benefit in accordance with Section 4.3.

## **ARTICLE 6     DEATH BENEFITS**

### **Section 6.1     Death After Age Fifty-Five (55)**

- (a) If an active or disabled Participant dies after attaining age fifty-five (55), leaving a Surviving Spouse, then such Surviving Spouse shall receive a monthly benefit commencing on the first of the month coincident with or next following the Participant's death. The amount of the benefit shall be calculated as if the Participant had retired on the day immediately preceding the Participant's death, and had made a timely election to receive benefits in accordance with the fifty percent (50%) Contingent Annuitant Option described in Section 7.2 designating the Participant's Surviving Spouse as Contingent Annuitant.
- (b) If a vested terminated Participant dies after attaining age fifty-five (55), leaving a Surviving Spouse, the such Surviving Spouse shall receive the greatest of (i), (ii) and (iii):
  - (i) The Actuarial Equivalent Value of Benefit Contributions made on behalf of the Participant payable for the lifetime of the Surviving Spouse;
  - (ii) The Actuarial Equivalent Value of the Participant's Accrued Benefit payable for the lifetime of the Surviving Spouse;
  - (iii) The benefit that would be payable if the Participant had retired on the day immediately preceding the Participant's death and had made a timely election to receive benefits in accordance with the fifty percent (50%) Contingent Annuitant Option described in Section 7.2 designating the Participant's Surviving Spouse as Contingent Annuitant

The Surviving Spouse entitled to benefits payable under Section 6.1(a) or 6.1(b) may elect to receive a single sum payment as described in Section 7.2(f).

- (c) If an active, disabled or vested terminated Participant dies after age fifty-five (55) and the Participant's Beneficiary is not eligible for benefits as described in Section 6.1(a) and 6.1(b), then such Beneficiary shall receive a single sum payment equal to the greater of (i) and (ii):
  - (i) The Benefit Contributions made on behalf of the Participant;
  - (ii) The Actuarial Equivalent Value of the Participant's Accrued Benefit.

## **Section 6.2      Death Prior to Age Fifty-Five (55)**

- (a) If an active, disabled or vested terminated Participant dies prior to age fifty-five (55), leaving a Surviving Spouse, then such Surviving Spouse shall receive the greatest of (i), (ii) and (iii):
  - (i) The Actuarial Equivalent Value of Benefit Contributions made on behalf of the Participant payable for the lifetime of the Surviving Spouse;
  - (ii) The Actuarial Equivalent Value of the Participant's Accrued Benefit payable for the lifetime of the Surviving Spouse;
  - (iii) The benefit that would be payable if the Participant had terminated employment on the day immediately preceding the Participant's death, survived to the Survivor Annuity Commencement Date, and had made a timely election to receive benefits commencing on the Survivor Annuity Commencement Date, in accordance with the fifty percent (50%) Contingent Annuitant Option described in Section 7.2 designating the Surviving Spouse as Contingent Annuitant.

The Surviving Spouse entitled to benefits payable under Section 6.2(a) may elect to receive a single sum payment as described in Section 7.2(f).

- (b) If an active, disabled or terminated Participant dies prior to age fifty-five (55) and the Participant's Beneficiary is not eligible for benefits as described in Section 6.2(a), then such Beneficiary shall receive a single sum payment equal to the Benefit Contributions made on behalf of the Participant.

## **Section 6.3      Supplemental Death Benefit**

The following Participants are eligible for the Supplemental Death Benefit in the form of life insurance coverage:

- (a) Active Participants who are working in the trade for a Participating Employer and who have completed four hundred (400) continuous Hours of Service are eligible during their initial period of employment.
- (b) Active Participants who have incurred a Break in Service and have returned to active employment for a Participating Employer are eligible only if their number of years of Vesting Service is greater than their number of Break in Service years. If a Participant is determined to be ineligible

at the time of reemployment, such Participant shall be eligible for life insurance coverage once their number of years of Vesting Service exceed their number of Break in Service years.

- (c) Participants who are receiving disability benefits from the Plan are eligible.
- (d) Participants who are receiving normal, early or postponed retirement benefits from the Plan and who were eligible for life insurance coverage from the Plan immediately prior to retirement are eligible.

All other Participants and all Beneficiaries are not eligible for life insurance coverage. Participants eligible under (a), (b) or (c) above will have a life insurance coverage in the amount of fifty thousand dollars (\$50,000).

Participants eligible under (d) above will have a life insurance coverage in the amount of fifteen thousand dollars (\$15,000).

## **ARTICLE 7      PAYMENT OF BENEFITS**

### **Section 7.1      Normal Form for Payment of Benefits**

Upon the retirement of a Participant pursuant to the preceding provisions of this Plan, the Trustees shall take the necessary steps to provide for the payment of those benefits to which the Participant shall have become entitled. The first monthly benefit payment shall be payable on the Annuity Starting Date and shall be payable monthly thereafter during the life of the retired Participant with one hundred twenty (120) monthly payments guaranteed. The final monthly benefit payment shall be that payable on the first day of the month in which the retired Participant's death occurs, or the month of the one hundred twentieth (120th) monthly payment if later. Payments made after the retired Participant's death shall be made to the Beneficiary in accordance with Article 8.

### **Section 7.2      Optional Form for Payment of Benefits**

In lieu of the normal form for payment of the Retirement Benefit payable under the provisions of Articles 4 and 5 and as outlined in Section 7.1 above, a Participant or vested terminated Participant, may elect by written notice filed with the Trustees, to receive a Retirement Benefit of Actuarial Equivalent Value payable in accordance with the following options:

- (a) An actuarially reduced Retirement Benefit payable for the lifetime of the Participant.
- (b) An actuarially reduced Retirement Benefit payable for the lifetime of the Participant with sixty (60) monthly payments guaranteed.
- (c) An actuarially reduced Retirement Benefit with one hundred percent (100%) of such reduced Retirement Benefit continued to the Contingent Annuitant.
- (d) An actuarially reduced Retirement Benefit with sixty-six and two-thirds percent (66-2/3%) of such reduced Retirement Benefit continued to the Contingent Annuitant.
- (e) An actuarially reduced Retirement Benefit with fifty percent (50%) of such reduced Retirement Benefit continued to the Contingent Annuitant.
- (f) If the Actuarial Equivalent Value of the Retirement Benefit is less than ten thousand dollars (\$10,000), the Participant may elect a lump sum distribution provided that the Participant is retiring on the Early Retirement Date or the Normal Retirement Date.

- (g) Effective August 1, 2008, an actuarially reduced Retirement Benefit with seventy-five percent (75%) of such reduced Retirement Benefit continued to the Contingent Annuitant.

If on the Annuity Starting Date, the Participant is married, then it shall be automatically assumed that the Participant shall have elected to receive the Retirement Benefits in accordance with the Contingent Annuitant Option with the Participant's Spouse designated as the Contingent Annuitant to receive fifty percent (50%) of the reduced Retirement Benefit. In lieu of receiving benefits in accordance with the Contingent Annuitant Option, the Participant may elect by written notice filed with the Trustees to receive the Retirement Benefit in the normal form as described in Section 7.1 above provided that the Spouse consents in writing to such election if the election specifies a form other than that described by the Contingent Annuitant Option designating the Spouse as the Contingent Annuitant.

### **Section 7.3      Payment of Certain Benefits**

Subject to the provisions of Section 7.5, the Actuarial Equivalent Value of any benefit provided under the Plan shall be paid in a lump sum to the Distributee without the Distributee's consent or the consent of the Spouse provided that benefit payments to the Distributee has not yet commenced and the Actuarial Equivalent Value of the benefit payable does not exceed three thousand five hundred dollars (\$3,500) (five thousand dollars (\$5,000) on or after January 1, 1998). Effective January 1, 1993, a Distributee who would receive a lump sum distribution under this Section 7.3 may elect, at the time and in the manner prescribed by the Trustees, to have any portion of the distribution that is an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. After issuance of final regulations implementing Section 401(a)(31)(B)-(E) of the Internal Revenue Code, any lump sum distribution made after December 31, 2001 that exceeds one thousand dollars (\$1,000) shall be transferred to an individual retirement plan of a trustee or issuer designated by the Plan unless the Distributee elects to receive the distribution directly or elects to rollover to an Eligible Retirement Plan. Effective January 1, 2010, a nonspousal beneficiary may elect a direct rollover to an Inherited IRA.

### **Section 7.4      Election Period**

The Participant shall have a period of one hundred eighty (180) days ending on the Annuity Starting Date in which to make an election as to which option shall apply. The Trustees shall furnish the Participant with a description of the options available under the Plan and a statement of the financial effect on the benefit of these options. The Plan must give the Participant at least thirty (30) days after receiving the written explanation to make an election. However, the Participant may waive a portion of the thirty (30) day period by electing earlier commencement. The Annuity Starting Date may be delayed in order to



meet the requirements of this Section 7.4. In the event the Annuity Starting Date is delayed, payments shall be made retroactive to the Annuity Starting Date that would be applicable absent of such delay.

## **Section 7.5        Restrictions on Options and Commencement of Benefit**

Except as otherwise provided in this Section 7.5, the following requirements shall take precedence over any inconsistent provisions of the Plan:

- (a) Payment of benefits shall commence on or before the Required Beginning Date. In the event that a Participant remains employed by the Participating Employer past the Required Beginning Date, the Annuity Starting Date will be the Required Beginning Date. The Required Beginning Date is the April 1 of the calendar year following the calendar year in which the Participant attains age seventy and one-half (70-1/2).
- (b) No election of a form of payment shall be permitted unless benefits under such form of payment shall be payable either (i) over the life of the Participant or the lives of the Participant and the Beneficiary, (ii) over a period not to exceed the life expectancy of the Participant or the life expectancy of the Participant and the Beneficiary or (iii) over a combination of (i) and (ii).
- (c) If a Participant or vested terminated Participant dies after distribution of the benefit has begun, the remaining portion of such benefit will continue to be distributed at least as rapidly as under the method of distribution being used prior to death.
- (d) If a Participant or vested terminated Participant dies before distribution of the benefit begins, distribution of any benefit then due shall be completed by December 31 of the calendar year containing the fifth anniversary of death unless the benefit is to be paid as a lifetime benefit to a Surviving Spouse. Commencement of such a lifetime benefit can be deferred, at election of the Surviving Spouse, until the earlier of attainment of age seventy and one-half (70-1/2) by the Spouse or the Normal Retirement Date of the Participant or vested terminated Participant.
- (e) Effective August 1, 2003, all required minimum distributions shall be made in accordance with the final regulations under Code Section 401(a)(9) reflecting the statutory default distribution rules including the incidental death benefit requirement in Code Section 401(a)(9)(G). The final regulations of Section 401(a)(9) shall also override any inconsistent Plan provision in connection with the distribution options available to such required minimum distributions.

- (f) Once given, any Spouse's consent given with respect to payment of all or a portion of a Participant's or vested terminated Participant's benefit shall be irrevocable with respect to the terms of such payment; however, if subsequent changes in the terms of such payment are elected by the Participant or vested terminated Participant, such changes shall be subject to the same Spouse's consent requirements as were applicable to the initial election.
- (g) Any valid election of form of payment made with respect to Retirement Benefits which commence on or after the Normal Retirement Date of a Participant or vested terminated Participant shall apply to any additional benefits which may subsequently be accrued under the Plan.
- (h) Except for the fifty percent (50%) Contingent Annuitant Option in Section 7.2 with the Spouse as the Contingent Annuitant, no form of payment shall be permitted under which the value of the benefit payable during the Participant's or vested terminated Participant's lifetime is less than fifty percent (50%) of the Actuarial Equivalent Value of the total benefit paid.

#### **Section 7.6      Recalculation of Benefits While Receiving Benefits During Employment**

The Retirement Benefit for a Participant whose benefit commences prior to termination of employment pursuant to Section 7.5(a) shall be recalculated as of July 31 in each Plan Year in which the Participant is employed. The recalculated Retirement Benefit expressed in the Normal Form shall equal the greater of:

- (a) The Retirement Benefit expressed in the Normal Form immediately preceding recalculation, or
- (b) The Accrued Benefit as of the July 31, reflecting any additional accruals through such date, less the Actuarial Equivalent Value of cumulative suspendible benefit distributions as permitted under Section 203(a)(3)(B) of ERISA as of the July 31.

Any increase in the Participant's Retirement Benefit shall be applicable as of the August 1 following such date of recalculation and shall be adjusted for the actual form of payment.

## **ARTICLE 8      BENEFICIARIES, CONTINGENT BENEFICIARIES AND CONTINGENT ANNUITANTS TO RECEIVE DEATH BENEFITS**

### **Section 8.1**

Each retiring Participant may, on a form provided for that purpose, signed and filed with the Trustees, designate a Beneficiary (or Beneficiaries) or Contingent Annuitant to receive the benefit, if any, which may be payable in the event of the Participant's death pursuant to the provisions of Article 7. Each designation may be changed by the Participant by signing and filing with the Trustees a new designation of beneficiary form, subject to the provisions of this Article; except that, in the case of the designation of a Contingent Annuitant, any such change must be made prior to the effective date of commencement of Retirement Benefits under the Plan. A Participant's designation of a person other than the Spouse as Beneficiary or Contingent Annuitant or a change in a Participant's Beneficiary or Contingent Annuitant designation which removes the Spouse as Beneficiary or Contingent Annuitant shall not take effect unless the Spouse consents in writing to such designation or change in designation and the Spouse's consent acknowledges the effect of such designation or change in designation. The consent of the Participant's Contingent Annuitant or Beneficiary, where such Contingent Annuitant or Beneficiary is not the Participant's Spouse, to a change in designation shall not be required.

### **Section 8.2**

In the event of the death of a Beneficiary who is receiving benefits payable under the Plan after the Participant's death, remaining death benefits, if any, shall be payable to a person designated by the Participant to receive the remaining death benefits, if any, payable in the event of such contingency, or if no person was so named, then to a person designated by the Beneficiary of the deceased Participant to receive the remaining death benefits, if any, payable in the event of such contingency; provided however, that if no person so designated be living upon the occurrence of such contingency, then the remaining death benefits, if any, shall be payable to the estate of such deceased Beneficiary. Any payment made to any person pursuant to the power conferred upon the Trustees by the preceding sentence shall operate as a complete discharge of all obligations under the Plan with respect to such deceased Beneficiary and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons ever interested hereunder.

### **Section 8.3**

If a Participant has elected an option with a Contingent Annuitant or Beneficiary under Section 7.2 and dies prior to the date of actual retirement, no benefit will be payable under the option, but the benefits, if any, will be determined under Article 6 and will be payable as if no such option had been elected.

### **Section 8.4**

If the designated Beneficiary (or Beneficiaries) or Contingent Annuitant dies before the Participant's retirement under the Plan, the option elected will be cancelled automatically and a Retirement Benefit of the normal form and amount will be payable to the Participant upon retirement as if the election had not been made, unless a new election is made in accordance with the provisions of Section 7.2.

## **ARTICLE 9      CONTRIBUTIONS TO TRUST FUND**

### **Section 9.1      Contributions**

The cost of providing retirement and related benefits under the Plan will be borne by the Participating Employers in accordance with and subject to the terms of the Trust Agreement and any applicable provisions of the Multiemployer Pension Plan Amendments Act of 1980 as amended, and no Participant shall be required or permitted to make any contributions under this Plan. The Trust Fund is for the exclusive benefit of Participants and other persons who may become entitled to benefits hereunder, and may also be used to pay any reasonable amounts arising out of the administration and operation of the Plan and in accordance with the Trust Agreement.

### **Section 9.2      Amount of Employer Contributions**

The amount of contributions payable by each Participating Employer shall be determined from time to time in accordance with and subject to the terms of the Collective Bargaining Agreement and any applicable provisions of the Multiemployer Pension Plan Amendments Act of 1980 as amended.

### **Section 9.3      Payment to Trustees**

All contributions payable under this Plan shall be paid by the Participating Employer to the Trust Fund. Non-payment by any Participating Employer of any required contribution shall not relieve any other Participating Employer of its own obligation to make contributions.

### **Section 9.4      Liability of Trustees**

There shall be no liability upon the Trustees, individually or collectively, to provide the benefits established by this Plan if the Trust Fund does not have sufficient assets to make such benefit payments.

### **Section 9.5      Refund to Employer**

A contribution made by a Participating Employer by a mistake of fact or law may be refunded by the Trustees within one (1) year after the payment of such erroneous contribution.

## **ARTICLE 10    AMENDMENT AND TERMINATION OF PLAN**

### **Section 10.1      Amendment**

At any time and from time to time the Trustees may amend or modify this Plan in whole or in part, including any amendment to maintain the Plan's qualification under Section 401(a) of the Internal Revenue Code, to comply with ERISA, to comply with the Labor Management Relations Act of 1947, to maintain the federal income tax deductibility of Employer contributions. However, no such action shall cause any part of the Trust Fund to be used for, or diverted to, any purpose other than the exclusive benefit of Participants or their Beneficiaries, and to satisfy the reasonable expenses of administering the Plan.

### **Section 10.2      Merger or Consolidation of Plan**

This Plan may be amended by the Trustees to provide for the merger or consolidation of the Plan with another pension plan, or for the transfer of assets and liabilities hereunder to another pension plan. Such an event may only occur provided it is in accordance with ERISA and such other plan is qualified under Section 401(a) of the Internal Revenue Code. Each Participant shall receive a benefit immediately after the merger or consolidation which is at least equal to the benefit the Participant would have received immediately before the merger or consolidation, if the Plan had then terminated.

### **Section 10.3      Terminated Employers**

If a Participating Employer ceases to comply with the definition of Participating Employer, as set forth in Section 1.26 or if a Participating Employer is declared by the Trustees to have ceased participation in the Plan by virtue of its failure to make the required contributions, it shall be deemed a termination of participation by that Participating Employer and the following shall apply:

- (a)    Employment with that Participating Employer after termination shall not be credited as Covered Employment; and
- (b)    Employment with that Participating Employer prior to termination shall be credited under this Plan only to the extent of contributions due prior to the termination and then only if a Break in Service as defined in Section 2.3 has not been incurred; and
- (c)    There shall be no refund of contributions or reversions of assets to a terminated Employer, directly or indirectly, or to a pension trust or annuity contract or pension plan of a terminated Employer; and

- (d) The provisions of Sections 4209 and 4211(b)(1) of the Multiemployer Pension Plan Amendments Act of 1980 (MEPPA) as amended to the date of such termination shall be used to determine the liability of the Employer for such termination. The provisions of Section 4219 of MEPPA shall apply with respect to payment of any withdrawal liability determined under this paragraph (d).

#### **Section 10.4 Termination of Plan**

As of the date the Plan is terminated or partially terminated (hereinafter referred to as the Plan Termination Date), Accrued Benefits on account of active Participants' coverage shall be nonforfeitable. However, no Participant or other individual shall have recourse towards the satisfaction of any benefits accrued under the Plan other than from the Trust Fund or the Pension Benefit Guaranty Corporation. The assets of the Trust Fund shall be used to satisfy any incurred but uncharged expenses of administering the Plan and for the payment of Retirement Benefits in the following allocation order:

- (a) First, there shall be allocated an amount necessary to provide Retirement Benefit payments for Participants and other individuals who, three (3) years prior to the Plan Termination Date, were either receiving payments, or would have been eligible to receive payment had they then retired.

(For this purpose "payment" means the Retirement Benefit determined for the Participant or other individual in accordance with provisions of the Plan in effect five (5) years prior to the Plan Termination Date).

- (b) Second, there shall be allocated an amount necessary to provide all other Retirement Benefits guaranteed under Title IV of ERISA, as determined in accordance with Section 4044 thereof.
- (c) Third, there shall be allocated an amount necessary to provide all other Retirement Benefits not guaranteed by ERISA which vests in each Participant in accordance with Article 5, assuming that the Plan Termination Date coincides with the date a Break in Service occurs for the Participant.
- (d) Fourth, there shall be allocated an amount necessary to provide all other Retirement Benefits accrued by Participants as of the Plan Termination Date but not then vested in accordance with Article 5.

### **Section 10.5      Reallocation of Assets to Satisfy Internal Revenue Service**

As provided by ERISA, the Internal Revenue Service may require that the Trust Fund be allocated in a manner different from that specified above. However, to the extent the above allocation method is applied, (i) amounts allocated on a Participant's behalf under any category above shall be appropriately adjusted if an amount has been allocated on such Participant's behalf under a prior category (and/or all or a portion of a Participant's Retirement Benefit has been guaranteed under an insurance company contract prior to the Plan Termination Date); and (ii) if the amount available for allocation under any category is not sufficient to fully provide the Retirement Benefit specified for such category, a pro rata allocation of the amount available will be made and a reduced amount of Retirement Benefit will be provided to the extent possible.

### **Section 10.6      Manner of Distribution**

Subject to the foregoing provisions of this Article, all distributions after termination of the Plan shall normally be made by the Trustees in the form of annuity purchases in accordance with annuity purchase rate assumptions selected by the Trustees in accordance with such governmental regulations as may apply. Alternatively, the Trustees may, in their discretion, make distributions, in whole or in part, in cash or in securities of other assets in kind to the extent that no discrimination in value results and such distributions are not inconsistent with ERISA.



## **ARTICLE 11    LIMITATIONS ON BENEFITS**

### **Section 11.1      Maximum Benefit**

The maximum benefit payable under the Plan and any other defined benefit plan ever maintained by any Participating Employer, when expressed as an Annual Benefit as defined in Section 415(b) of the Internal Revenue Code, shall not exceed the limits set forth in Section 415(b) of the Internal Revenue Code. In determining the limitation under this Section, the dollar amount specified in Section 415(b)(1)(A) of the Internal Revenue Code shall automatically be adjusted as prescribed in Section 415(d) of the Internal Revenue Code, and any such automatic adjustments shall first be recognized for Plan purposes in the calendar year of occurrence or in such other manner as may be prescribed by the Secretary of the Treasury.

For purposes of applying the limitations of Section 415, compensation shall include amounts actually paid or made available to Participants within the Limitation Year. For the Plan Year beginning August 1, 1998, compensation as defined in Code Section 415(c)(3) includes elective deferrals (as defined in Code Section 402(g)(3)) and any amount which is contributed or deferred by a Participating Employer at the election of an Employee and which cannot be included in the gross income of the Employee by reason of Code Sections 125 or 457. For the Plan Year beginning August 1, 2001, compensation as defined in Code Section 415(c)(3) includes elective amounts that are not includable in the gross income of the Employee by reason of Section 132(f)(4) of the Code as qualified transportation fringe benefits.

Payments made by the later of 2 ½ months after severance from employment or the end of the limitation year that includes the date of severance from employment are included in compensation for the limitation year if, absent a severance from employment, such payments would have been paid to the employee while the employee continued in employment with the employer and are regular compensation for services during the employee's regular working hours, compensation for such services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation. See IRC 415(c)(3), Includable Compensation.

### **Section 11.2      Benefit Limitations Where Participant is Covered by Both Defined Benefit and Defined Contribution Plans**

In any case where a Participant has been covered by a defined benefit plan at any time and by a defined contribution plan at any time where both were maintained by the Participating Employer, the sum of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction (as defined in Section 415(e) of

the Internal Revenue Code) for such Participant for any Limitation Year shall not exceed one (1.0), where:

- (a) The portion of the Defined Contribution Plan Fraction numerator arising from periods prior to the first Limitation Year to which Section 415 of the Internal Revenue Code applies to the Plan shall be determined in accordance with Section 1.415-7(f) of the Internal Revenue regulations applicable to such period.
- (b) The portion of the Defined Contribution Plan Fraction denominator arising from periods prior to the first Limitation Year to which Section 415 of the Internal Revenue Code applies to the Plan shall be determined in accordance with Section 1.415-7(f) of Internal Revenue regulations applicable to such period.

With respect to Article 11, the Limitation Year refers to the Plan Year.

Effective August 1, 2000, the combined benefit limitation is repealed with respect to benefits that have not commenced as of August 1, 2000.

### **Section 11.3 Implementation of Benefit Reductions**

If the provisions of Section 11.1 apply to limit the Retirement Benefit which would otherwise be payable to a Participant, the benefit under the Plan shall be determined as follows:

- (a) Any reduction required by the other plan(s) shall be made by such plan(s).
- (b) All further necessary reductions shall be made under this Plan.

If the provisions of Section 11.2 apply to limit the benefits otherwise payable and/or amounts otherwise to be allocated to a Participant, any reduction necessary in the Participant's benefits shall be made under this Plan.

### **Section 11.4 Determination of Accrued Benefit**

The Accrued Benefit payable under this Plan shall first be calculated without reference to this Article 11 and shall then be limited to the extent required by this Article 11.

## **Section 11.5 Construction of Provisions**

Sections 11.1 through 11.4 shall be construed in a manner which satisfies the requirements imposed by Section 415 of the Internal Revenue Code, but which shall not impose limitations which are more stringent than those required by Section 415 of the Internal Revenue Code.

## **Section 11.6 Restrictions on Benefits Payable to Certain Highly Compensated Participants**

Benefits distributed to any of the twenty-five (25) most highly compensated active and former highly compensated employees are restricted such that the annual payments are no greater than an amount equal to the payment that would be made on behalf of the employee under a single life annuity that is the Actuarial Equivalent of the sum of the employees' Accrued Benefit and the employee's other benefits under the Plan. The preceding paragraph shall not apply if (i) after payment of the benefit to an employee described in the preceding paragraph, the value of plan assets equals or exceeds one hundred and ten percent (110%) of the value of current liabilities, as defined in Section 412(I)(7) of the Internal Revenue Code, or (ii) the value of the benefits for an employee described above is less than one percent (1%) of the value of current liabilities.

For purposes of this Section, benefit includes any Retirement Benefit, any distribution values payable to a living employee, and any death benefits not provided for by insurance on the employee's life.

Any assets not allocated as the result of the preceding limitations of this Section 11.6 shall be used and applied for the benefit of other persons entitled to benefits pursuant to the provisions of Section 10.5. If any assets remain after satisfying all liabilities pursuant to the provisions of Section 10.5, such remaining assets shall be applied to proportionately adjust that part of the benefits of persons which were restricted in accordance with the preceding provisions of this Section 11.6.

## **Section 11.7 Automatic Repeal**

The limitations established by Sections 11.1 through 11.6 are included because they are required by applicable Federal laws and Internal Revenue Service rules and regulations in order to permit this Plan to be a "qualified" plan within the meaning of Section 401(a) of the Internal Revenue Code, and shall each automatically be modified or eliminated, without formal amendment of the Plan, to the extent that the laws and regulations requiring the inclusion of comparable limitations in plans intended to "qualify" under said Section 401(a) may hereafter be modified or revoked.

## **ARTICLE 12 ADMISSION OF EMPLOYER GROUPS**

### **Section 12.1 Admission of New Employer or Employer Groups**

The Trustees may extend this Plan to other employers or employer groups and other union locals. Such admissions, however, shall be allowed only after actuarial computations have been made and the Trustees are satisfied that the admission of a new group shall not affect the actuarial soundness of the Plan with respect to the existing Participants in the Plan. Before the admission of any new group, however, the Trustees shall specify in writing the employer contribution rate and the effective date on which such employer or employer group shall become covered under this Plan, and enumerate all conditions that are different from those set forth in this Plan as then in effect.

### **Section 12.2 New Employer to Agree to Terms of Plan**

An employer, before being admitted to the Plan under Section 12.1, shall agree to be bound by the terms and conditions of this Plan and Trust Agreement, including any special conditions applicable to such employer or its employees.

## **SECTION 13 ADMINISTRATION**

### **Section 13.1 Participants and Other Payees**

Participants and other persons affected by the Plan shall furnish the Trustees upon request such documents, evidence or information which the Trustees consider necessary or desirable for the purpose of administering the Plan. The Trustees may cause to be withheld any benefit payment, otherwise due the Participant or other person, until the required document, evidence or other information is so furnished.

### **Section 13.2 Powers and Duties of the Trustees**

The Trustees shall have such duties and powers under the Plan as may be necessary to discharge their obligations hereunder, including, but not by way of limitation, the following:

- (a) To construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any Retirement Benefit hereunder and to exercise its discretion in carrying out these duties;
- (b) To prescribe procedures to be followed by Participants filing applications for benefits; however, no Participant shall forfeit the right to a prospective Retirement Benefit because of failing to meet such procedures;
- (c) To prepare and distribute appropriate information explaining the Plan to Participants and to report to appropriate governmental agencies;
- (d) To receive from the Participating Employers, Union and Participants such information as shall be necessary for the proper administration of the Plan;
- (e) To keep such records as may be necessary of their acts and regulations and to furnish the Participating Employers and Union, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;
- (f) To receive and review the periodic valuation of the Plan made by the Actuary;
- (g) To receive, review and keep on file (as they deem convenient or proper) reports of the financial condition, and of the receipts and disbursements of the Trust Fund;
- (h) To appoint or employ individuals to assist in the administration of the Plan and any other agents they deem advisable, including legal, accounting and actuarial counsel.

- (i) To authorize its accounting advisor or counsel to conduct audits of Participating Employers for purposes of determining whether the Participating Employer is complying with the terms of the Collective Bargaining Agreement, with respect to this Plan. Such audit may include both Covered Employment and Non-Covered Employment with the Participating Employer. The expense of such audits shall be a proper charge against the Trust Fund.
- (j) To revise the Plan or amendments thereto to correct errors, including but not limited to scrivener's errors, to the extent such correction is necessary to reflect the intent of the Plan or amendments thereto; provided that such correction shall be applied as if included in the original provisions.

The Trustees shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a Retirement Benefit under the Plan other than as provided in Section 10.1.

### **Section 13.3 Denial of Claim and Right of Appeal**

Any person who believes that the individual had been improperly denied benefits provided for under the Plan, shall be entitled to a full and fair review of the claim under the following appeal procedures:

- (a) Upon denial of a person's application for benefits, the individual shall be furnished a written notice prepared in a manner calculated to be understood by the individual affected stating the specific reason or reasons for denial including specific reference to the pertinent Plan provisions on which the denial is based, a description of any additional material or information necessary for the person to establish the right to benefits and an explanation of why such material or information is necessary. This written notice shall also contain an explanation of the appeal procedure which the person must follow to have the claim for benefits reviewed.
- (b) A person who has been denied benefits, or the individual's duly authorized representative, shall have the following rights in appealing the initial decision:
  - (i) The right to submit additional proof of entitlement to benefits.
  - (ii) The right to examine any document in possession of the Plan relevant to the application.
  - (iii) The right within ninety (90) days of receipt of the notice of the denial of benefit, to appeal the decision to the Trustees by submitting a written statement setting forth which of the reasons for denial of the application the individual disagrees with along with supporting documents or additional comments related to the appeal. The written statement is to be submitted to the Trustees.

- (iv) In the normal case, the Trustees shall make their determination on the basis of the supporting file documents and the person's written statement as submitted. However, the Trustees may, in their discretion, require or permit the person to submit additional written information, or to appear before the Trustees for oral hearing, or both. In the event the person is required or permitted to appear before the Trustees, the hearing shall be held at the next regular meeting of the Trustees or at such other time as may be determined by the Trustees with reasonable notice of the date, time and place of the hearing given to the person.
- (c) The Trustees shall make a full and fair review of each appeal and issue its decision in writing within sixty (60) days after receipt of the written request for an appeal unless such circumstances require an extension of time for processing, in which case the decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of a request for review. The decision of the Trustees on the appeal shall be written in a clear and understandable manner and shall include specific reference to the pertinent Plan provisions on which the decision is based, a copy thereof to be furnished the appellant.
- (d) All questions or controversies of whatsoever character arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, as to the construction of the language of this Plan or any rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Plan or otherwise, shall be submitted to the Board of Trustees for decision. In the event a claim for benefits has been denied, no lawsuit or other action against the Fund or its Trustees may be filed until the matter has been submitted for review under this Plan's ERISA-mandated review procedure. The decision on review shall be binding upon all persons dealing with the Plan or claiming any benefits hereunder, except to the extent that such decision may be determined to be arbitrary or capricious by a court or arbitrator having jurisdiction over such matter.

#### **Section 13.4      Agent for Service of Process**

In the event legal process is to be served with respect to any matter arising out of or in connection with this Plan, such service may be made upon the Trustees at the address specified for such purpose in the Employee booklet.

## **ARTICLE 14 MISCELLANEOUS PROVISIONS**

### **Section 14.1 Construction**

In the construction of the Plan the masculine shall include the feminine and the singular the plural in all cases where such meanings would be appropriate. The headings and sub-headings in this Plan (other than in Article 1) have been inserted for convenience of reference only, and are to be ignored in any construction of the provisions hereof. All references to specific sections of the Internal Revenue Code are references to such sections as contained in the Internal Revenue Code of 1986 (Title 26 of the United States Code), and shall be deemed to be references to such sections as they may be amended or superseded, and to the corresponding sections or provisions, if any, of any subsequent United States Internal Revenue Code, as appropriate at the time of reference. Except as required by ERISA or any other applicable law of the United States of America, the Plan and Trust Agreement shall be construed, governed, regulated and administered according to the laws of the State of Illinois.

### **Section 14.2 Employment**

Participation in the Plan shall not give any Employee the right to be retained in the employ of a Participating Employer, or upon dismissal or upon voluntary termination of employment, to have any right, legal or equitable, under this Plan or any portion thereof, except as expressly granted by this Plan.

### **Section 14.3 Benefits Supported Only by Trust Fund**

Except as may be otherwise provided under Title IV of ERISA, any person having any claim under the Plan will look solely to the assets held in the Trust Fund for the satisfaction thereof and the Trustees shall not be liable in their individual capacities to any person whomsoever.

### **Section 14.4 Spendthrift Clause**

Except as otherwise provided in this Section 14.4, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void, and no such benefit shall in any manner be liable for or subject to the debts, liabilities, engagements or torts of the person entitled to such benefit, except as specifically provided in the Plan.

The Plan shall permit benefits payable with respect to a Participant to be paid to an alternate payee in accordance with a qualified domestic relations order provided that:



- (a) The order, judgment, or decree is made pursuant to a state domestic relations law (including community property law) and relates to provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of a Participant.
- (b) The order specifies the alternate payee's right to receive a portion of the benefit payable under the Plan with respect to a Participant and contains sufficient information to calculate the applicable payment and to contact the alternate payee.
- (c) The order does not (i) conflict with a previous qualified domestic relations order, (ii) require payment in a form not provided by the Plan, or (iii) require payment of increased benefits under the Plan. An order which requires payment after the Participant attains the Plan's earliest retirement age but before the Participant's retirement shall not violate clause (ii).

The Trustees shall adopt any procedures which are consistent with the applicable law and implementing regulations and are necessary to verify that any payments to an alternate payee is made in accordance with a "Qualified Domestic Relations Order," as defined by law.

The Plan shall also permit benefits payable with respect to a Participant to be used to offset any personal liability in the event that the Participant is convicted of committing a crime involving the Plan, a court enters a civil judgment, consent order or decree against the Participant with respect to a violation of ERISA fiduciary requirements or a settlement agreement is reached between the Secretary of Labor or the Pension Benefit Guaranty Corporation and the Participant in connection with a violation of ERISA's fiduciary rules. The Participant's Spouse must consent to the offset unless the Spouse is also a party of the court judgment.

#### **Section 14.5 Facility of Payment**

If any recipient of benefits is, in the judgment of the Trustees legally incapable of personally receiving and giving a valid receipt for any payment due under the Plan, the Trustees may, unless and until claims shall have been made by a duly appointed guardian or committee of such person, make such payment or any part thereof to such person's Spouse, children, or other legal entity deemed by the Trustees to have incurred expenses or assumed responsibility for the expenses of such person. Any payment so made shall be a complete discharge of any liability under the Plan for such payment.

#### **Section 14.6      Non-Discrimination**

The Trustees shall administer the Plan in a uniform and consistent manner with respect to all persons similarly situated and shall not permit discrimination in favor of officers, shareholders, supervisory or highly paid Employees.


#### **Section 14.7      Reciprocity**

The Trustees are empowered to enter into reciprocal agreements with other pension funds and trusts if the Trustees deem that any such agreement is in the best interest of the Participants. The Trustees may transfer and receive funds and/or provide credit for benefits pursuant to such reciprocal agreement and take such other actions as are necessary to carry out the terms of such reciprocal agreement.

## SIGNATURE PAGE

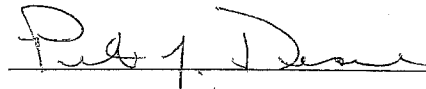
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the  
27<sup>th</sup> day of January, 2015, effective as of August 1, 2014.

On behalf of Employer Trustees



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On behalf of Union Trustees



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## APPENDIX A

This Appendix A sets forth the Benefit Contributions amount per hour worked as follows:

<u>Effective Date</u>	<u>Benefit Contributions*</u>
August 1, 1999	\$3.25
June 1, 2000	\$3.50
June 1, 2001	\$3.75
June 1, 2002	\$4.00
June 1, 2003	\$4.25
June 1, 2004	\$4.60
June 1, 2005	\$5.30
June 1, 2006	\$6.00
June 1, 2007	\$6.70
June 1, 2008	\$7.40
June 1, 2009	\$8.10
June 1, 2010	\$9.16
August 1, 2010	\$7.00
August 1, 2013	\$7.25
August 1, 2014	\$7.50

\* Effective for hours worked on and after August 1, 2010, this rate represents the maximum contribution rate allowed for benefit accruals. Any contributions received in excess of these rates will be considered Reserve Contributions as defined in Section 1.31 of the Plan Document.

## APPENDIX B

This Appendix B sets forth the reduction factors as follows:

Age Years	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
45	0.2227	0.2243	0.2259	0.2275	0.2290	0.2306	0.2322	0.2338	0.2354	0.2370	0.2385	0.2401
46	0.2417	0.2434	0.2452	0.2469	0.2486	0.2503	0.2521	0.2538	0.2555	0.2572	0.2590	0.2607
47	0.2624	0.2643	0.2662	0.2681	0.2700	0.2719	0.2738	0.2756	0.2775	0.2794	0.2813	0.2832
48	0.2851	0.2872	0.2893	0.2913	0.2934	0.2955	0.2976	0.2996	0.3017	0.3038	0.3059	0.3079
49	0.3100	0.3123	0.3145	0.3168	0.3191	0.3213	0.3236	0.3259	0.3281	0.3304	0.3327	0.3349
50	0.3372	0.3397	0.3422	0.3447	0.3472	0.3497	0.3522	0.3547	0.3572	0.3597	0.3622	0.3647
51	0.3672	0.3699	0.3727	0.3754	0.3782	0.3809	0.3837	0.3864	0.3891	0.3919	0.3946	0.3974
52	0.4001	0.4031	0.4061	0.4092	0.4122	0.4152	0.4182	0.4212	0.4242	0.4273	0.4303	0.4333
53	0.4363	0.4396	0.4430	0.4463	0.4496	0.4530	0.4563	0.4596	0.4630	0.4663	0.4696	0.4730
54	0.4763	0.4800	0.4836	0.4873	0.4910	0.4946	0.4983	0.5020	0.5056	0.5093	0.5130	0.5166

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