

Year as a Bargained Year if the majority of the hours of Service were in Bargained Work; and conversely, the Participant will receive credit for that Plan Credit Year as a Nonbargained Year if the majority of hours of Service were in Nonbargained Work; provided, however, if an Employee works 1,000 hours of Service in Nonbargained Work in a Plan Credit Year the Employee shall receive credit for that year as a Year of Vesting Service in Nonbargained Work.

- (B) A Participant to whom this Subsection 12.04(b) applies will acquire Vested Status when the Participant's combined Years of Vesting Service attributable to Bargained Work and Nonbargained Work equal ten, or if sooner, when the Participant's Years of Vesting Service attributable to Nonbargained Work equal five (5). Provided however, in the event the Participant earns one (1) Hour of Vesting Service on or after May 1, 1999, then the total Years of Vesting Service for both Bargained Work and Nonbargained work will equal five (5).

- (c) Break in Service.

Years of Vesting Service that are not taken into account because of a Permanent Break in Service do not count in determining a Participant's Vested Status.

Section 12.05. Nondiscrimination, Coverage, and Participation.

- (a) Effective May 1, 1989, participation in the Plan by Non-Bargained Employees shall be in compliance with Section 401(a)(4) (nondiscrimination rules), 410(b) (coverage rules), and 401(a)(26) (minimum participation rules) of the Internal Revenue Code.
- (b) A Non-Bargained, Highly Compensated Employee shall not receive any Benefit Credit (although vesting credit may be earned) for any Plan Credit Year in which the Employer fails to meet the requirements of Sections 410(b) and 401(a)(26) of the Internal Revenue Code with respect to coverage and participation of Non-Bargained Employees. Section 401(a)(26) applies during any Plan Year in which there are less than 50 Participants, including Participants covered by a Collective Bargaining Agreement.

ARTICLE XIII
Rollovers

Section 13.01. Rollovers.

This Section 13.01 applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible Traditional retirement plan specified by the distributee in a direct rollover.

- (a) **Eligible rollover distribution.** An eligible rollover distribution is 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 Internal Revenue 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).
- (b) **Eligible retirement plan.** An eligible retirement plan is a traditional retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, an annuity plan described in Section 403(a) of the Internal Revenue Code, or a qualified trust described in Section 401(a) of the Internal Revenue Code, that accepts the distributee's eligible rollover distribution. Effective for distributions on or after January 1, 2003, an "eligible retirement plan" also includes an annuity contract described in IRC §403(b) and an eligible plan under IRC §457(b), 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 from this Plan and effective May 1, 2009, a Roth Individual Retirement Account described in IRC

§408A. The definition of eligible retirement plan also shall apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is an alternate payee under a qualified domestic relations order as defined in IRC §414(p).

- (c) **Distributee.** A distributee includes an Employee or former Employee. In addition, the Employee's or former employee's surviving spouse and the Employee's former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Internal Revenue Code, are distributees with regard to the interest of the spouse or former spouse.
- (d) **Direct rollover.** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.
- (e) **Non-Spousal Rollover.** Effective January 1, 2010, a non-spousal Beneficiary may elect a direct rollover into an inherited IRA.

ARTICLE XIV
Annual Compensation Limitation

Section 14.01. Annual Compensation.

"Annual Compensation" means compensation as defined in Section 415(c)(3) of the Internal Revenue Code and Section 1.415-2(d) of the Treasury Regulations, but in no event more than Annual Compensation Limitation as set forth in Section 14.02, per calendar year (as adjusted annually under Section 401(a)(17) of the Internal Revenue Code). Annual Compensation also includes amounts contributed by the Employer pursuant to a salary reduction agreement which are excludable from an Employee's gross income under Sections 125, 132(f)(4), 401(a)(8), 402(h), 403(b) or 457 of the Internal Revenue Code.

Section 14.02. Annual Compensation Limitation.

- (a) In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Credit Years beginning on or after January 1, 1994, the Annual Compensation of each Employee taken into account under the Plan shall not exceed the OBRA '93 Annual Compensation limit. The OBRA '93 Annual Compensation limit is \$150,000, as adjusted by the Commissioner for increases in the cost-of-living in accordance with Section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 Annual Compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.
- (b) For Plan Credit Years beginning on or after January 1, 1994, any reference in this Plan to the limitation under Section 401(a)(17) of the Internal Revenue Code shall mean the OBRA '93 Annual Compensation limit set forth in this provision.
- (c) If compensation for any prior determination period is taken into account in determining an Employee's benefits accruing in the current Plan Credit Year, the compensation for that prior determination period is subject to the OBRA '93 Annual Compensation limit in effect for that

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prior determination period. For this purpose, for determination periods beginning before the first day of the first Plan Credit Year beginning on or after January 1, 1994, the OBRA '93 Annual Compensation limit is \$150,000.

- (d) With respect to any individual who is (i) a member of the family of a five percent owner or of a highly compensated employee in the group consisting of the ten highly compensated employees paid the greatest compensation during the year, and (ii) who is employed by the same Employer as said five percent owner or highly compensated employee, for purposes of determining the compensation of said five percent owner or highly compensated employee, such individual shall not be considered a separate employee and any compensation paid to such individual shall be treated as if it were paid to (or on behalf of) the five percent owner or highly compensated employee. The term "family" shall include the spouse of the employee and any lineal descendants of the employee who have not attained age 19 before the close of the year. If, as a result of applying the family aggregation rules, a Participant's compensation exceeds \$200,000 (\$150,000 for Plan Years beginning after January 1, 1994) the compensation limit will be prorated. However, effective for Plan Years beginning on or after December 31, 1996, this family aggregation rule is eliminated in its entirety.
- (e) The Annual Compensation of each Employee taken into account in determining benefit accruals in any Plan Year beginning after May 1, 2002, shall not exceed \$200,000. Annual compensation means compensation during the Plan Year (the determination period). For purposes of determining benefit accruals in a Plan Year beginning after May 1, 2002, compensation for any prior determination period shall be limited as provided by the provisions of the Plan as then in effect. The \$200,000 limit on annual compensation set forth in this paragraph, shall be adjusted for cost-of-living increases in accordance with IRC §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

**AMENDMENT
TO THE
IRON WORKERS LOCAL 17 PENSION PLAN**

RULES AND REGULATIONS

THIS AGREEMENT, made this 6th day of May 2010 by the Board of Trustees of the Iron Workers Local 17 Pension Fund;

WHEREAS, the Board of Trustees of the Iron Workers Local 17 Pension Fund previously adopted the Pension Plan Rules and Regulations effective May 1, 2010 ("the Plan") and currently administers and maintains the Plan for the benefit of the members covered thereunder; and

WHEREAS, the right to further amend the Plan has been reserved to the Board of Trustees under Article VIII of the Plan;

WHEREAS, the Board of Trustees desire to amend the Plan in order to clarify the eligibility rules for receipt of a Thirty Year Service Pension.

NOW THEREFORE, the Plan is hereby amended effective May 1, 2010, as follows:
Article III, Section 3.12 shall be amended in its entirety to read as follows:

Section 3.12. Special 30 Year Service Pension - Eligibility

- (a) Effective for retirements prior to May 1, 2009 with regard to benefits accrued prior to November 1, 2004, a Participant may retire on a Special Age 55 and 30 Pension if he meets all of the following requirements:
- (1) he has attained age 55, and
 - (2) he has at least thirty (30) years of vesting service based solely on work as an Iron Worker in the jurisdiction of the Fund.

In the absence of proof to the contrary, continuous membership in the Union will be deemed years of vesting for purposes of the Section 3.12 only.

- (b) Effective for retirements prior to May 1, 2009 with regard to benefits accrued on or after November 1, 2004, a Participant may retire on a Special 30 Year Service Pension if he meets all of the following requirements:
- (1) he has attained age 58, and
 - (2) he has at least thirty (30) years of vesting service based solely on work as an Iron Worker in the jurisdiction of the Fund.

In the absence of proof to the contrary, continuous membership in the Union will be deemed years of vesting for purposes of the Section 3.12 only.

(c) Effective for retirements on or after May 1, 2009, a Participant may retire on a Special 30 Year Service Pension if he meets all of the following requirements:

- (1) he has attained age 62; and
- (2) he has at least thirty (30) years of Vesting Service.

Effective for retirements on or after May 1, 2009, continuous membership in the Union will no longer be deemed Years of Vesting Service for purposes of establishing eligibility for benefits under this Section 3.12.

EXCEPT, as herein amended or modified, all of the terms and provisions of the Plan are hereby affirmed.

IN WITNESS WHEREOF, the Board of Trustees of the Iron Workers Local 17 Pension Plan has caused the foregoing Amendment to be executed at Cleveland, Ohio on the day, month and year first written above.

BOARD OF TRUSTEES

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**AMENDMENT
TO THE
IRON WORKERS LOCAL 17 PENSION FUND**

RULES AND REGULATIONS

THIS AGREEMENT, made this 20th day of November, 2012 by the Board of Trustees of the Iron Workers Local 17 Pension Fund;

WHEREAS, the Board of Trustees of the Iron Workers Local 17 Pension Fund previously adopted the Pension Plan Rules and Regulations effective May 1, 2010 ("the Plan") and currently administers and maintains the Plan for the benefit of the members covered thereunder; and

WHEREAS, the right to further amend the Plan has been reserved to the Board of Trustees under Article VIII of the Plan;

WHEREAS, the Employers and the Union desire to amend the amend this Plan document to clarify and conform with the requested changes from the Internal Revenue Service in order to obtain an updated Determination Letter; and

WHEREAS, this Amendment is intended to provide good faith compliance with the requirements of the Internal Revenue Service. The Amendment shall be effective for Limitation Years beginning on or after October 1, 1998, and shall supersede any inconsistent provisions of the Plan.

NOW THEREFORE, effective May 1, 2010, the Plan is amended as follows:

Article V, Section 5.03(e)(5) shall be amended in its entirety to read as follows:

Section 5.03. Husband and Wife Pension at Retirement.

- (3) A waiver is valid only if a written explanation of the effect of the 50% Husband and Wife Pension has been provided to the Participant no earlier than one hundred eighty (180) days before the Annuity Starting Date and no later than thirty (30) days before the Annuity Starting Date. The Participant may file a new waiver or revoke a previous waiver at any time during the one hundred eighty (180) day period prior to the Annuity Starting Date. Notwithstanding the foregoing, a Participant may commence receiving benefits before thirty (30) days have elapsed from receipt of such notice provided the Participant and Spouse waive such thirty (30) day advance waiting period, in writing. However, distribution cannot begin sooner than the eighth (8th) day.

The written explanation described above shall include the following:

- (A) the terms and conditions of a Husband and Wife Pension;
- (B) the participant's right to make and the effect of an election to waive the Husband and Wife Pension form of benefit;
- (C) the rights of a Participant's spouse;
- (D) the right to make, and the effect of, a revocation of a previous election to waive the Husband and Wife Pension;
- (E) the relative values of the various optional forms of benefit under the Plan; and
- (F) the notice of the right to defer receipt of the benefits and the consequences of failing to defer receipt of the plan distribution.

Article X, Section 10.02(b) shall be amended in its entirety to read as follows:

Section 10.02. Definitions.

- (b) For "limitation years" beginning after October 1, 1998, for purposes of this Section, the determination of "Compensation" shall include any elective deferral (as defined in Code Section 402(g)(3)); and any amount which is contributed or deferred by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code Section 125, 132(f)(4) for "limitation years" beginning after December 31, 2000, or Code Section 457. Additionally, any payments made by the later of 2 ½ months after severance from employment or the end of the limitation year 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 employment with the employer, are regular compensation for services during the employee's regular working hours, compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation.

EXCEPT, as herein amended or modified, all of the terms and provisions of the Plan are hereby affirmed.

IN WITNESS WHEREOF, the Board of Trustees of the Iron Workers Local 17 Pension Plan has caused the foregoing Amendment to be executed at Cleveland, Ohio on the day, month and year first written above.

BOARD OF TRUSTEES

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**AMENDMENT
TO THE
IRON WORKERS LOCAL 17 PENSION FUND**

RULES AND REGULATIONS

THIS AGREEMENT, made this 23th day of August, 2013 by the Board of Trustees of the Iron Workers Local 17 Pension Fund;

WHEREAS, the Board of Trustees of the Iron Workers Local 17 Pension Fund previously adopted the Pension Plan Rules and Regulations effective May 1, 2010 ("the Plan") and currently administers and maintains the Plan for the benefit of the members covered thereunder; and

WHEREAS, the right to further amend the Plan has been reserved to the Board of Trustees under Article VIII of the Plan;

WHEREAS, the Employers and the Union desire to amend the amend this Plan document to clarify the interaction of the Occupational Disability Pension which was eliminated as of May 1, 2009 with the Total and Permanent Disability Pension that remains in the Plan.

NOW THEREFORE, effective as of the date set forth above, the Plan is amended as follows:

Article V, Section 5.03(e)(5) shall be amended in its entirety to read as follows:

Section 3.15. Occupational Disability Pension – Eligibility and Commencement.

- (a) Termination of Occupational Disability Pension. Once the Participant attains eligibility to receive a pension benefit under the Regular, Unreduced Early, Early or Vested Pension, his Occupational Disability Pension shall be terminated. The Participant shall then be entitled to the accrued benefit, offset by the amount of the Occupational Disability Pension benefits received. Additionally, if a Participant who is receiving an Occupational Disability Pension obtains a Social Security Disability Award, his benefit will be converted to the Total and Permanent Disability Benefit effective as of the date he was determined disabled by Social Security. The Participant's monthly benefit will then be calculated under the Total and Permanent Disability Benefit in Section 3.16(a) offset by the amount of the Occupational Disability Pension benefits received.

EXCEPT, as herein amended or modified, all of the terms and provisions of the Plan are hereby affirmed.

IN WITNESS WHEREOF, the Board of Trustees of the Iron Workers Local 17 Pension Plan has caused the foregoing Amendment to be executed at Cleveland, Ohio on January 16, 2014.

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