

## **WESTERN GLAZIERS RETIREMENT PLAN**

(Revised and Restated as of July 1, 2014)

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## **WESTERN GLAZIERS RETIREMENT PLAN**

(Revised and Restated as of July 1, 2014)

### **ARTICLE I**

#### **NAME AND EFFECTIVE DATE**

The name of this Pension Plan is the Western Glaziers Retirement Plan. The Plan became effective as of July 1, 1964. It has been amended from time to time. This revised and restated Pension Plan is effective as of July 1, 2014, and applies to Participants retiring on or after July 1, 2014. Benefits for Participants who retired prior to July 1, 2014 shall be governed by the Plan in effect at the time they retired, except as expressly stated herein.

### **ARTICLE II**

#### **DEFINITIONS**

The following definitions of terms shall control their meaning throughout this Plan unless a different meaning is required by the context in which the term is used:

- 1. Actuarial Equivalent--**For purposes of determining the value of any lump sum payment under the Plan, actuarial equivalence shall be calculated using the “applicable mortality table” described in subparagraph 417(e)(3)(B) and the “applicable interest rate” described in subparagraph 417(e)(3)(C) of the Code determined in May preceding each Plan Year. For all other purposes, actuarial equivalence shall be calculated on the basis of a 5.5 percent assumed rate of interest and the Unisex Mortality Table projected to 1984 and set forward one year.
- 2. Annuity Starting Date--**The first day of the period for which an amount is payable as an annuity or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred that entitle the Participant or beneficiary to such benefit.
- 3. Collective Bargaining Agreement--**An agreement between employers and Glaziers and Glassworkers Local Union No. 188, and any supplement, amendment, continuation, or renewal thereof, by the terms of which such employers are required to make contributions to the Western Glaziers Retirement Fund.
- 4. Contiguous Non-Covered Hours of Employment--**All hours of employment with a Participating Employer that are not Covered Hours of Employment, and that precede or follow Covered Hours of Employment, and no quit, discharge, or retirement occurs between such covered hours and non-covered hours. Such non-covered hours shall include all hours for which a Participant is paid by a Participating Employer for the performance of duties during a Plan Year. Such hours also include: (a) all hours for which a Participant is paid, or entitled to payment, by a Participating Employer on account of a period of time during which no duties are performed due to vacation, holiday, illness, incapacity, layoff, jury duty, military duty or leave of absence, unless such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers’ compensation, unemployment compensation or disability insurance laws; and (b) all hours for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by a Participating Employer to the extent that such award or agreement is intended to

compensate the employee for periods during which the employee would have been engaged in the performance of duties for the employer.

**5. Continuous Service**--Continuous unbroken employment with a Participating Employer.

**6. Covered Hours of Employment**--The hours of employment of any Participant with respect to which an employer contribution is made, or required to be made, to the Trust Fund. Such hours include all hours for which a Participant is paid, or required to be paid, directly or indirectly, by a Participating Employer under the terms of a Collective Bargaining Agreement for the performance of duties during a Plan Year. Such hours also include: (a) all hours for which a Participant is paid, or entitled to payment, by a Participating Employer on account of a period of time during which no duties are performed due to vacation, holiday, illness, incapacity, layoff, jury duty, military duty or leave of absence, unless such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation or disability insurance laws; and (b) all hours for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by a Participating Employer to the extent that such award or agreement is intended to compensate the employee for periods during which the employee would have been engaged in the performance of duties for the employer. All hours will be computed and credited in accordance with Department of Labor Regulations § 2530.200b-2.

**7. Credited Future Service**--The amount of continuous service of a Participant, determined in accordance with Article VI, Section 1, for which employer contributions have been made to the Trust Fund subsequent to such employee's Effective Date of Coverage.

**8. Credited Past Service**--The amount of Continuous Service of a Participant determined in accordance with Article VI, Section 2, prior to July 1, 1962, or such employee's Unit Entry Date; provided, however, that no Credited Past Service shall be awarded to any Participant whose Unit Entry Date occurs after December 8, 1992.

**9. Credited Service**--The sum of an employee's Credited Past Service, if any, and Credited Future Service.

**10. Effective Date of Coverage**--The date on which an individual employee was enrolled in the Plan and had contributions made on his behalf to the Trust Fund by his employer, but not earlier than July 1, 1962.

**11. Glass Industry**--The types of business activities engaged in by employers participating in this Plan.

**12. Internal Revenue Code**--The Internal Revenue Code of 1986, as amended from time to time.

**13. Participant** --Any individual employed by a Participating Employer who is covered by a Collective Bargaining Agreement, or Special Agreement, and for whom the employer makes, or is required to make, contributions to the Trust Fund, any individual who may have been so employed but is subsequently retired, and former employees who have vested rights.

The term, however, shall not mean any sole proprietor, partner or other self-employed individual, and such individuals shall not be allowed to participate in this Plan. Corporate shareholders will be permitted to participate if they (a) own less than 50 percent of the stock in the

corporation, regularly perform work covered by a Collective Bargaining Agreement, and do not have substantial management prerogative or supervisory responsibilities in the operation of the corporation, or (b) are accepted for participation pursuant to a Special Agreement duly authorized and approved by the Trustees.

**13. Participating Employer**--Any sole proprietorship, partnership, unincorporated association, corporation, or joint venture; or the United States of America, or any state, county, or municipality; or any other public agency, public corporation, or governmental unit that is a party to a Collective Bargaining Agreement with Glaziers and Glassworkers Local Union No. 188, or a Special Agreement with the Board of Trustees, by the terms of which such Participating Employer is obligated to make contributions to the Trust Fund and agrees to accept and be bound by the terms of this Plan and the Trust Agreement.

The term may also include an employer association, a labor organization (including Glaziers and Glassworkers Local Union No. 188), and the Trust Fund so that their employees, if any, may be covered by the benefits provided through this Plan, as the Trustees may determine.

**14. Plan**--The Western Glaziers Retirement Plan, together with all interpretations and regulations hereafter adopted by the Trustees.

**15. Plan Year**--The 12-month period commencing July 1 of any year and ending June 30 of the following year, which period is used for the purpose of computing Credited Service.

**16. Special Agreement**--An agreement between an employer and the Board of Trustees, and any supplement, amendment, continuation, or renewal thereof, which obligates the employer to make contributions to the Trust Fund for the purpose of providing a Pension Plan for the employees mentioned in the Special Agreement.

**17. Trust Agreement**--The Western Glaziers Retirement Trust Fund Trust Agreement executed April 4, 1963, and any amendments thereto and restatement thereof.

**18. Trust Fund**--The legal entity comprised of all property and money held by the Trustees.

**19. Trustees**--The Board of Trustees which holds the Trust Fund and administers this Plan according to the provisions of the "Trust Agreement."

**20. Union**--Glaziers and Glassworkers Local Union No. 188, and any other lawful labor organization which the Trustees may allow to participate in this Trust Fund.

**21. Unit Entry Date**--Shall be July 1, 1962, or such later date when an employer first began participating in the Trust Fund, if such employer was not a Participating Employer on July 1, 1962.

**22. Vesting Service**--The amount of service of a Participant, determined in accordance with Article VIII, Sections 6 and 7, which is counted in computing a Participant's right to a non-forfeitable (vested) benefit.

**23. Contractual Supplemental Contributions** --Employer contributions paid pursuant to one or more Collective Bargaining Agreements which are designated by the contracting parties as not eligible for benefit accrual by the Plan when received by the Plan.

## **ARTICLE III**

### **ELIGIBILITY FOR PARTICIPATING AND BENEFITS**

#### **1. Coverage**

This Plan covers all Participants as defined in Article II, Section 12, for whom a contribution is made or required to be made; however, employees other than those who are covered by a Collective Bargaining Agreement may participate in this Plan only on the express written consent of the Trustees. Sole proprietors, partners, and other self-employed individuals will not be covered by this Plan. Corporate shareholders will be permitted to participate if they (a) own less than 50 percent of the stock in the corporation, regularly perform work covered by a Collective Bargaining Agreement, and do not have substantial management prerogatives or supervisory responsibilities in the operation of the corporation, or (b) are accepted for participation pursuant to a Special Agreement duly authorized and approved by the Trustees.

#### **2. Retirement Benefits**

In order for a Participant to receive any benefits under this Plan, he must meet the age and Credited Service requirements applicable to normal, early, late, or disability retirement, as more specifically set forth herein.

#### **3. Participants Not Eligible for Retirement Benefits**

Any Participant not meeting the requirements specified herein shall not be entitled to any benefits under this Plan and, further, neither the Participant nor his employer shall be entitled to a return of any of the contributions made to the Trust Fund or any interest thereon.



**ARTICLE IV**  
**RETIREMENT DATE**

**1. Normal Retirement Date**

The normal retirement date for a Participant shall be the first day of the month coinciding with, or immediately following, the earlier of:

(a) His attainment of age 62, if he (1) is vested under Article VIII, Sections 6 or 7, or (2) has completed three (3) years of Credited Service, without a break in service, one year of which is Credited Future Service; or

(b) The later of:

(1) His attainment of age 65; or

(2) The fifth anniversary of the date on which he began participating in the Plan.

A Participant who has accrued (i) at least twenty-five (25) years of Credited Service under this Plan and (ii) either (A) 3,600 or more Covered Hours of Employment within the sixty (60) months immediately preceding his retirement, or (B) 1,305 or more Covered Hours of Employment within the thirty-six (36) months immediately preceding his retirement and without a break in service as defined in Article VIII, Section 1, may elect as his normal retirement date the first day of the month coinciding with, or immediately following, the completion of those requirements and his attainment of age 59. For purposes of this paragraph and Article V, subsection 2(b) only, a Participant shall receive up to three (3) years of service credit for Plan Years during which he was totally and permanently disabled, provided he earned a year of future service credit in each of the five (5) Plan Years immediately preceding the date his total and permanent disability commenced. For purposes of this paragraph, total and permanent disability is disability by bodily injury, disease or mental disorder which, on the basis of medical evidence, is found by the Trustees to have rendered the Participant incapable of performing each and every duty of his normal occupation.

**2. Early Retirement Date**

A Participant who has attained age 55 and has either (a) completed six (6) years or more of Credited Service, without a break in service, one year of which is a year of Credited Future Service, or (b) become vested pursuant to Article VIII, Sections 6 or 7 may elect an early retirement date, which may be the first day of any month coinciding with, or immediately following, completion of the above requirements.

**3. Late Retirement Date**

If a Participant elects to continue to work beyond his normal retirement date rather than retire at that time, he will have a late retirement date, which may be the first day of any month following his normal retirement date.

#### **4. Disability Retirement Date**

If a Participant becomes eligible for disability retirement under Article VII of this Plan, his disability retirement date shall be the first day of the month coinciding with, or immediately following, the date his total and permanent disability is established. Disability will not be considered established until it has continued for a period of six (6) months. The Trustees may, however, at their discretion, waive the six-month period based upon rules applied consistently in all cases.

#### **5. Retirement Required**

No retirement benefits will be payable unless a Participant is retired from the Glass Industry. A Participant will be considered to have retired when he meets the eligibility rules set forth in this Article, and when he has ceased working more than 50 hours per month in work covered by a Collective Bargaining Agreement. Notwithstanding the foregoing, in the case of a Participant retiring as of an Early Retirement Date, a Participant must have a bona fide termination of employment.

## ARTICLE V

### RETIREMENT BENEFIT

#### 1. Normal Retirement Benefit

Upon retirement on his normal retirement date, a Participant shall be entitled to a monthly normal retirement benefit that is equal to the sum of his past service benefit and his future service benefit, determined as follows:

**Past Service Benefits.** The past service benefit shall be computed on the basis of \$5.50 for each year of Credited Past Service. In computing this benefit, a maximum of ten (10) years Credited Past Service will be recognized.

**Future Service Benefits.** An employee shall accrue a monthly future service benefit at the rate of \$.0080 for each hour of Credited Service earned prior to July 1, 1969.

For Service on and after...	Monthly Future Service Benefit of...
July 1, 1969 and before July 1, 1998	4.0% of total Participating Employer contributions paid or required to be paid
July 1, 1998 and before July 1, 2002	5.0% of total Participating Employer contributions paid or required to be paid
July 1, 2002 and before July 1, 2006	2.75% of total Participating Employer contributions paid or required to be paid
July 1, 2006 and before July 1, 2009	1.0% of total Participating Employer contributions paid or required to be paid
July 1, 2009	1.0% of total Participating Employer contributions paid or required to be paid, less any Contractual Supplemental Contributions

Notwithstanding the foregoing, an employee who retires at normal retirement age with fifteen (15) or more years of Credited Service shall receive a minimum monthly benefit of \$200. For the purpose only of determining whether a minimum benefit requirement of fifteen (15) years of Credited Service has been met under this paragraph, Credited Service shall be the total of Credited Past Service as defined in this Plan, plus each year in which the employee earns 1,500 hours or more of Covered Hours of Employment. The provisions of this paragraph shall not alter or modify the plan provisions regarding break in service.

#### 2. Early Retirement Benefit

The monthly amount of retirement benefit payable to a Participant retiring on an early retirement date shall be equal to his normal retirement benefit earned to his early retirement date, reduced by:

(a) One-half of one percent (.50 percent) for each month by which his early retirement date precedes the month he attains age 58; and

(b) One-fourth of one percent (.25 percent) for each additional month by which his early retirement date precedes the month he attains age 62; provided, however, that if the Participant has accrued at least twenty-five (25) years of Credited Service and either (i) 3,600 or more Covered Hours of Employment within the sixty (60) months immediately preceding his retirement, or (ii) 1,305 or more Covered Hours of Employment within the thirty-six (36) months immediately preceding his retirement and without a break in service as defined in Article VIII, Section 1, the reduction required by this subsection (b) shall be one-fourth of one percent (.25 percent) for each additional month by which his early retirement date precedes the month he attains age 59. For purposes of this subsection and the last paragraph of Article IV, Section 1 only, a Participant shall receive up to three (3) years of Credited Service for Plan Years during which he was totally and permanently disabled, provided he earned a year of Credited Future Service in each of the five (5) Plan Years immediately preceding the date his total and permanent disability commenced. For purposes of this subsection, "total and permanent disability" is disability by bodily injury, disease or mental disorder which, on the basis of medical evidence, is found by the Trustees to have rendered the Participant incapable of performing each and every duty of his normal occupation.

### **3. Late Retirement Benefit**

The monthly amount of late retirement benefit payable to a Participant retiring on a late retirement date shall be calculated in the same manner as a normal retirement benefit based on the Credited Service earned and employer contributions paid or required to be paid (less any Contractual Supplemental Contributions) as of the late retirement date; provided, however, that a late retirement benefit shall not be less than the normal retirement benefit earned as of the Participant's normal retirement date actuarially increased using a 5.5% interest assumption and the mortality table prescribed by IRS Revenue Ruling 2001-62. The comparison between a Participant's late retirement benefit and his or her normal retirement benefit actuarially increased pursuant to the preceding sentence shall be made on a Plan Year-to-Plan Year basis, in accordance with IRS Proposed Regulation Section 1.411(b)-2(b)(ii).

### **4. Disability Retirement Benefit**

A Participant who is totally and permanently disabled, as defined in Article VII, Section 2, shall be entitled to a monthly disability benefit. The amount of the disability benefit shall be the normal retirement benefit based upon the Credited Service earned to his disability date. The form of payment for a disability benefit shall be as described in paragraph (d) of Article V. Section 6. When a Participant has begun receiving disability retirement benefits, his spouse and other beneficiaries (if any) shall cease to be eligible for the benefits described in Article IX, subsection 1(b) or Article IX, Section 2.

### **5. Application for Retirement Benefit**

Advance written application for benefits is required to be submitted to the Trust's administrative office on or before the first working day of the first month for which any benefit may be paid unless the Participant qualifies for and, with the consent of his spouse, affirmatively elects a retroactive Annuity Starting Date in accordance with Article XII, Section 13, below.

## 6. Form of Retirement Benefit

The normal form of retirement benefit for an unmarried Participant at his normal, early, or late retirement date is the monthly life benefit. The normal form of benefit for a married Participant is a 50% joint and survivor benefit; provided, however, that a married Participant and his or her spouse may elect a monthly life benefit or a 75% or 100% joint and survivor benefit instead of a 50% joint and survivor benefit pursuant to the election procedures described in Section 7 of this Article. The forms of retirement benefits are described as follows:

- (a) **Monthly Life Benefit.** The monthly life benefit is a monthly life benefit for the life of the retired employee with sixty (60) monthly payments guaranteed in the event of the retired employee's death prior to receipt of sixty (60) such payments. Any such remaining payments shall be made to the retired employee's surviving spouse, if any, or to the beneficiary designated by the employee.
- (b) **50% Joint and Survivor Benefit.** The 50% joint and survivor benefit is a reduced monthly benefit paid for the life of the retired employee, and a monthly benefit equal to 50 percent of the retired employee's reduced monthly benefit paid to his or her surviving spouse for the remainder of the spouse's lifetime if the spouse survives the retired employee. If the spouse dies before the retired employee: (1) the monthly benefit payable to the retired employee from the first of the month immediately following the spouse's death until the retired employee's death shall be increased to equal the monthly amount that would have been payable if the retired employee and spouse had originally elected the monthly life benefit described in subsection (a) above, and (2) if the retired employee has received less than sixty (60) monthly payments at the time of the spouse's death, the sixty (60) month guarantee described in subsection (a) shall also apply to the combined total of payments made before and after the spouse's death. Any retroactive payment made pursuant to the preceding sentence shall be limited to the six months immediately preceding the date the Trust Office is notified of the spouse's death. The 50% joint and survivor benefit shall be the Actuarial Equivalent of a monthly life benefit except that no adjustment shall be made to reflect the possible increase in the benefits paid to the retired employee if the spouse dies before the retired employee.
- (c) **75% and 100% joint and survivor benefits.** The 75% and 100% joint and survivor benefits provide a reduced monthly benefit for the life of the retired employee and a monthly benefit equal to 75% or 100% of that reduced monthly benefit to the retired employee's spouse for the remainder of the spouse's lifetime if the spouse survives the retired employee. If the spouse dies before the retired employee: (1) the monthly benefit payable to the retired employee from the first of the month immediately following the spouse's death until the retired employee's death shall be increased to equal the monthly amount that would have been payable if the retired employee and spouse had originally elected the monthly life benefit described in subsection (a) above, and (2) if the retired employee has received less than sixty (60) monthly payments at the time of the spouse's death, the sixty (60) month guarantee described in subsection (a) shall also apply to the combined total of payments made before and after the spouse's death. Any retroactive payment made pursuant to the preceding sentence shall be limited to the six months immediately preceding the date the Trust Office is notified of the spouse's death. The 75% and 100% joint and survivor benefits shall be actuarially equivalent to the monthly life benefit.

- (d) **Disability Benefits.** A disability retirement benefit shall be paid in the form of the monthly life benefit described in subsection (a) above from the retired employee's disability retirement date until his or her 62nd birthday; provided, however, that if a married retired employee receiving disability benefits dies prior to age 62, his or her surviving spouse shall be eligible to receive a monthly preretirement survivor annuity as described in Article IX, subsection 1(a). When a retired employee receiving disability benefits reaches the age of 62, he or she (and his or her eligible spouse, if any) may elect to continue the monthly life benefit or convert to one of the joint and survivor benefits described in subsections (b) and (c), in accordance with the election procedures described in Section 7 of this Article. However, if the retired employee elects to continue receiving the monthly life benefit after he or she reaches age 62 and dies before a total of sixty (60) monthly payments have been made, any additional monthly payments otherwise due under the 60-month guarantee shall be reduced by the number of monthly payments made prior to or after the Participant's 62nd birthday.

The benefits payable to a surviving spouse under the joint and survivor benefit shall be payable only to an eligible spouse. An eligible spouse is the spouse to whom the Participant was married on his or her retirement date and throughout the 12-month period immediately preceding such date. For the avoidance of doubt, for Annuity Starting Dates on and after June 26, 2013, the term "spouse" shall include a person of the same or opposite gender to the Participant. If the Participant and spouse were married within one year before the Participant's retirement date and have been married for one year as of the date of the Participant's death, the spouse will also be considered an eligible spouse for purposes of the joint and survivor benefit. An election or revocation of the joint and survivor benefit may not be made or altered after the retired employee has received and negotiated the first benefit check except as specifically provided in the following three sentences. If a retired employee's spouse dies before the retired employee receives and negotiates his or her first benefit check, the form of retirement benefit shall be the monthly life benefit. If a retired employee who has elected a joint and survivor benefit is subsequently divorced from his or her spouse and it is judicially determined by means of a "Qualified Domestic Relations Order" or otherwise that no portion of the benefit is to be awarded to the retired employee's spouse: (1) the monthly benefit payable to the retired employee from the first of the month immediately following the date of the judicial determination until the retired employee's death shall be increased to equal the monthly amount that would have been payable if the retired employee and spouse had originally elected the monthly life benefit described in subsection (a) above, and (2) if the retired employee has received less than sixty (60) monthly payments as of the date of the divorce, the sixty (60) month guarantee described in subsection (a) shall also apply to the combined total of payments made before and after the date of the judicial determination. Any retroactive payment made pursuant to the preceding sentence shall be limited to the six months immediately preceding the date the Trust Office is notified of the judicial determination.

## **7. Election Procedures Regarding Joint and Survivor Benefit**

Upon receipt of a Participant's application, the Trustees shall provide the Participant with a written explanation of the terms and conditions of the various Forms of Benefits described in Section 6, above, their relative value and the financial effect of electing a form of payment other than the Joint and Survivor Benefit. Such explanation shall include a description of the terms and conditions of the Joint and Survivor Benefit, the requirement that the Participant's spouse consent to the waiver and the Participant's right to revoke an election and the effect of such revocation. Effective on and after January 1, 2007, in the case of a Participant retirement before his or her Normal Retirement Date, such explanation will also include notice of the right to defer receipt of

payment until the Normal Retirement Date. The written explanation required by this paragraph shall be sent to a Participant under age 62 who is receiving Disability Retirement Benefits 100 days before his 62nd birthday. Such disabled Participant and his spouse, if any, shall then have the 90-day period ending on the first of the month following the month in which the Participant's 62nd birthday occurs to select the Form of Benefit to be paid after the Participant's 62nd birthday. In all other cases, the written explanation required by this section shall be provided no less than 30 days and no more than 90 days prior to the Participant's Annuity Starting Date, except as otherwise provided in Article XII, Section 13, below. The Participant and his spouse, if any, shall then have the 90-day period ending on the Participant's Annuity Starting Date to select the Form of Benefit they mutually prefer.

## **8. Re-Employment After Retirement**

(a) **Suspension of Benefits Upon Return to Work.** Retirement benefits shall be withheld for each month in which a Participant engages in fifty (50) or more hours of work: (1) in the Glass Industry; (2) in the same trade or craft; and (3) in the same geographic area covered by this Plan.

(b) **Definition of Work.** The term "work" as used in subsection (a) above means: (1) "hours of service" as defined in government regulations; and (2) shall include all work performed by a Participant whether as an employee, supervisor, sole proprietor, partner or corporate owner, and whether or not a Collective Bargaining Agreement is applicable.

(c) **Obligation to Furnish Information.** It shall be the responsibility of each retired Participant who intends to return to proscribed work to give advance notice to the Trust office, so that arrangements can be made for the orderly suspension of benefits. If a Participant is not certain as to whether the work which he intends to do is proscribed work, he may request a status determination and such a determination will be provided. A retired Participant who has returned to proscribed work shall also give notice to the Trust office when he ceases such work.

Further, it shall be the responsibility of all retired Participants to furnish certificates, or other information, as to their employment status, as may be requested from time to time by the Trust office. Such information may include copies of relevant pages from income tax returns and Social Security earnings reports, and it shall be the responsibility of the retiree to execute the appropriate forms or other authorizations to obtain such information. Failure to furnish the requested information may result in a suspension of monthly benefits pending compliance of the request.

(d) **Presumptions Where Notice Not Given.** If a Participant is engaged in proscribed work during a given month, and has failed to notify the Trust office that he is performing such work, there shall be a rebuttable presumption that the Participant is working for fifty (50) or more hours that month.

(e) **Suspension of Benefits--Notification.** When the Trust office is notified, in advance, that a Participant intends to engage in proscribed work, arrangements will be made for the orderly suspension of retirement benefits on a month-to-month basis, during the period of such work, and for the prompt resumption of benefit payments when the work is ended.

When the Trust office receives information that a Participant is engaging in proscribed work, and the Participant has not given notice of such work, retirement benefits will be suspended, on a month-for-month basis, for such period as may be appropriate. Any retirement benefits which may

have already been paid, for previous months in which proscribed work was performed, will be deducted from future benefit payments, as allowed in government regulations.

The Trust office shall provide an explanatory written notice to all Participants whose benefits are suspended, or subject to deduction, which notice shall be given no later than the end of the first calendar month in which the suspension, or deduction, is effective.

(f) **Resumption of Benefits.** When the Trust office is notified that a Participant has ceased proscribed work, monthly retirement benefit payments will be resumed as soon as feasible but in no event later than the first day of the third calendar month after the month in which such work ceased. Benefits shall in any case be resumed no later than the July 1<sup>st</sup> next following the Plan Year in which they were suspended. When monthly retirement benefits resume, there shall also be a payment of retroactive benefits for any months between the month in which proscribed work ceased and the month in which the resumption is effective, less any amounts which may be subject to deduction.

(g) **Reference to Regulations.** The foregoing subsections shall be administered pursuant to DOL Regulation 29 CFR § 2530.203-3, a copy of which may be obtained by a Participant upon request to the Trust office.

(h) **Inapplicability after Age 70½.** This Section shall not apply to any Participant who has reached the age of 70½.

(i) **Inapplicability to Benefits Accrued Before October 1, 2001.** Effective June 7, 2004, the provisions of this Section shall not apply to benefits accrued prior to October 1, 2001.

#### **9. Special 5% Increase for Benefits in Pay Status as of July 1, 1985**

Effective July 1, 1985, all benefits in pay status on that date shall be increased by five percent (5%).

#### **10. Special 5% Increase for Benefits in Pay Status as of July 1, 1986**

Effective July 1, 1986, all benefits in pay status on that date shall be increased by five percent (5%).

#### **11. Special 10% Increase**

Effective January 1, 1991, all benefits in pay status as of June 30, 1990, and all benefits accrued through June 30, 1990, by Participants with 435 or more Covered Hours of Employment in the Plan Year ending on June 30, 1990, shall be increased by ten percent (10%). The ten percent (10%) increase provided by this Section shall also apply to benefits accrued through June 30, 1990, by Participants with less than 435 hours of covered employment in the Plan Year ending June 30, 1990, if the Participant retired after June 30, 1990, but prior to January 1, 1992, and his benefits were in pay status as of January 1, 1992.



## **12. Special 5% Increase**

Effective January 1, 1993, all benefits in pay status as of July 1, 1992, and all benefits accrued through June 30, 1992, by Participants with 435 or more Covered Hours of Employment in the Plan Year ending on June 30, 1992, shall be increased by five percent (5%).

## **13. Special 5% Increase**

Effective January 1, 1994, all benefits accrued through June 30, 1993, by Participants with 435 or more Covered Hours of Employment in the Plan Year ending on June 30, 1993, shall be increased by five percent (5%).

## **14. Special 5% Increase**

Effective July 1, 1996, all benefits in pay status as of that date and all benefits accrued through June 30, 1996, by Participants with 435 or more Covered Hours of Employment in the Plan Year ending on June 30, 1996, shall be increased by five percent (5%).

## **15. Special 5% Increase for Active Employees**

Effective July 1, 1997, all benefits accrued through June 30, 1997, by Participants with 435 or more Covered Hours of Employment in the Plan Year ending on June 30, 1997, shall be increased by five percent (5%).

## **16. Special Increase for Retirees**

Effective July 1, 1997, all benefits in pay status as of that date shall be increased by five percent (5%) or fifty dollars (\$50) per month, whichever is greater.

## **17. Special 5% Increase for Active Employees**

Effective July 1, 1998, all benefits accrued through June 30, 1998, by Participants with 435 or more Covered Hours of Employment in the Plan Year ending on June 30, 1998, shall be increased by five percent (5%).

## **18. Special Increase for Retirees**

Effective July 1, 1998, all benefits in pay status as of that date shall be increased by fifty dollars (\$50) per month.

## **19. Special Increase for Retirees**

Effective July 1, 1999, all benefits in pay status as of that date shall be increased by fifty dollars (\$50) per month.

**ARTICLE VI**  
**CREDITED SERVICE**

**1. Credited Future Service**

For the purpose of determining eligibility for benefits under Article IV, Section 1, Credited Future Service shall be the period of service of a Participant for which a Participating Employer made contributions to the Trust Fund following such employee's Effective Date of Coverage. A Participant shall be credited with one year of Credited Future Service for each Plan Year in which he has 870 or more Covered Hours of Employment.

**2. Credited Past Service**

A Participant shall be entitled to Credited Past Service for purposes of determining past service benefits only if such employee worked in the Glass Industry for at least 600 hours in the two-year period immediately preceding the Unit Entry Date of such employee's employer; provided, however, that no Credited Past Service shall be awarded to any Participant whose Unit Entry Date occurs after December 8, 1992.

Such employee shall be entitled to Credited Past Service for each year in which the employee worked 500 hours or more in the Glass Industry. A maximum of ten (10) years Credited Past Service will be recognized.

For the purpose of this Section only, the term "work in the Glass Industry" shall be defined as work or duties performed by an employee which would have been covered by a Collective Bargaining Agreement if such employee was an employee of a Participating Employer or such other work and duties performed by an employee which is accepted by the Trustees as permitting coverage under this Plan. Furthermore, any employee who held continuous membership in the Union during a given year shall be presumed, for the purpose of the Section, to have worked in the Glass Industry for at least 500 hours during the year.

**3. Credited Service After Retirement**

For Plan Years prior to July 1, 1978, Credited Future Service as described in Section 1 above shall not include Covered Hours of Employment accrued after a Participant has retired and received any benefits under this Plan (except disability retirement benefits) unless such Covered Hours of Employment totaled 500 or more hours during the Plan Year.

For Plan Years after June 30, 1978, Credited Future Service as described in Section 1 above shall include Covered Hours of Employment accrued after a Participant has retired and received benefits under this Plan; provided, however, that benefits may be suspended for periods of re-employment after retirement, as provided in Article V, Section 8 of this Plan, and provided, further, that if the Participant had previously elected an early retirement date, his benefits shall continue to be calculated in accordance with early retirement reduction factor in effect at the time he initially retired. Adjustments to future service credit pursuant to this paragraph shall be made annually, at the end of the Plan Year.

## **ARTICLE VII**

### **DISABILITY RETIREMENT**

#### **1. Eligibility for Disability Retirement**

A Participant shall be eligible for disability retirement if he has completed ten (10) years of Credited Future Service, is determined to be totally and permanently disabled pursuant to Section 2 of this Article, and completed at least 435 Covered Hours of Employment in the Plan Year in which the disability commenced or the immediately preceding Plan Year.

#### **2. Determination of Disability**

For purposes of this Plan, total and permanent disability is disability by bodily injury, disease or mental disorder which, on the basis of medical evidence, is found by the Trustees to be permanent and continuous during the remainder of the disabled employee's lifetime. During the first 24 months for which benefits are payable, total and permanent disability shall mean disability which renders an employee incapable of performing each and every duty of his normal occupation. After the first 24 months of benefits have been paid, a disabled employee will continue to receive disability benefits only if his disability renders him incapable of performing the duties of any occupation for which he is reasonably suited by training, experience, or education. Disability retirement benefits will not be payable to a Participant where the disability results from an intentional self-inflicted injury.

Disability will not be considered established until it has continued for a period of six (6) months. It shall be the responsibility of the disabled employee to submit proof of disability satisfactory to the Trustees. Before ruling on the disability of a Participant, the Trustees may designate a physician to examine such employee. The Trustees may, however, at their discretion, waive the six-month period.

#### **3. Termination of Disability**

As long as a disabled Participant's disability continues, payments will continue for the lifetime of such Participant, and will terminate with the payment for the month in which the Participant's death occurs.

If such employee recovers from his disability, prior to age 62, his disability retirement benefits will stop with the payment for the month in which his disability ceases. The Trustees may require proof of continued disability from time to time.

**ARTICLE VIII**  
**BREAK IN SERVICE**

**1. Break in Service**

Prior to July 1, 1976, a Participant will have incurred a break in service if, during two (2) consecutive Plan Years following his Effective Date of Coverage, he has not earned at least 600 Covered Hours of Employment. If a Participant incurred a break in service under this paragraph, prior to becoming vested or eligible for retirement benefits, all previously Credited Service and rights under the Plan shall be forfeited and he shall receive no payment from the Trust Fund. Further, no Credited Service or rights forfeited under this paragraph will be reinstated under Section 2 of this Article.

After June 30, 1976, a Participant shall be deemed to have incurred a one-year break in service (past or future) at the end of each Plan Year in which he does not earn at least 435 Covered Hours of Employment or Contiguous Non-Covered Hours of Employment. If a Participant incurs a one-year break in service prior to qualifying for vested retirement benefits under this Plan, all previous Credited Service and rights under the Plan shall be forfeited and he shall receive no payment from the Trust Fund.

**2. Reinstatement of Forfeited Services**

If, after incurring a break in service, a former employee again becomes a Participant in this Plan, and earns 870 Covered Hours of Employment or Contiguous Non-Covered Hours of Employment during the 12-month period commencing on his reemployment commencement date or anniversaries thereof, his previously forfeited service shall again be credited to him unless the number of consecutive one-year breaks in service equals or exceeds the greater of (a) five, or (b) the number of years of Credited Service which he had previously earned.

The foregoing provision applies to breaks in service on or after July 1, 1986. Reinstatements of service forfeited for breaks in service prior to July 1, 1986, is governed by the Plan provisions in effect at the time the break in service occurred.

**3. Special Consideration**

Special consideration may be given to a Participant if such employee fails to earn up to 435 Covered Hours of Employment in a calendar year due to his absence from work for any of the following reasons: (a) absence due to service with the armed forces of the United States for a period of one voluntary enlistment and for all periods of conscription, (b) absence due to illness, injury, or disability which prevents employment, provided the Participant submits proof of such condition satisfactory to the Trustees, or (c) leave of absence approved by the Trustees. The Trustees, in their discretion, may credit such employee with up to 435 Covered Hours of Employment solely for the purpose of avoiding a break in service in any Plan Year, and no benefit credits will be earned during this period. Any of the foregoing absences may be limited in time and in scope by regulations of the Trustees uniformly applicable to all Participants.

#### **4. Credited Service for Maternity/Paternity Absences**

In order to avoid a break in service but not for purposes of vesting, participation or benefit accrual, a Participant shall be credited with up to 435 Covered Hours of Employment, as set forth in subsection (a) hereof, if the Participant is absent from work for any of the reasons enumerated in subsection (b), effective for absences beginning on or after July 1, 1986, and subject to the notice requirements of subsection (c).

(a) **When Credited.** The Covered Hours of Employment described in this Section shall be credited only in the Plan Year in which the absence of work begins, if necessary to avoid a break in service in that Plan Year. Otherwise, such hours shall be credited in the immediately following Plan Year.

(b) **Reasons for Maternity/Paternity Absence.** The Covered Hours of Employment described in this Section shall be credited in the event of an absence from work for:

- (1) Pregnancy of the Participant;
- (2) Birth of a child of the Participant;
- (3) Placement of a child with the Participant in connection with the adoption of such child by the Participant; or
- (4) Care of such child for a period immediately following such birth or placement.

(c) **Notice Required.** No credit will be given pursuant to this Section unless within ninety (90) days after returning to work the Participant advises the Trust office in writing of the reason for the absence and the number of days of the absence.

#### **5. Credit for FMLA Leave**

A Participant who is absent from covered employment and eligible for "FMLA Leave" under the provisions of the Family and Medical Leave Act of 1993 shall receive credit under this Plan for hours covered by such "FMLA Leave," but only for purposes of avoiding a break in service and not for purposes of vesting or benefit accrual.

#### **6. Vested Retirement Benefits**

A Participant who commences participation in the Plan after June 30, 1970, and who, thereafter, terminates employment with ten (10) or more years of Vesting Service, shall be entitled to receive a retirement benefit determined in accordance with Article V hereof, on his normal or early retirement date.

Notwithstanding the preceding sentence, a Participant who terminates employment with five (5) or more years of Vesting Service shall be considered fully vested and entitled to receive a retirement benefit determined in accordance with Article V hereof on his normal or early retirement date if:

- (a) A Participant earns at least 435 Covered Hours of Employment in the Plan Year ending on June 30, 1993, or in any later Plan Year; or

(b) A Participant has at least one Covered Hour of Employment on or after July 1, 1989 and accrues five (5) or more years of Vesting Service in the job classifications not covered by a Collective Bargaining Agreement.

A year of Vesting Service is any Plan Year commencing after June 30, 1970, during which a Participant earns 870 or more Covered Hours of Employment. For Plan Years commencing after June 30, 1976, a year of Vesting Service shall consist of a Plan Year during which a Participant earns 870 or more Covered Hours of Employment, or 870 or more Contiguous Non-Covered Hours of Employment with a Participating Employer, or any combination thereof totaling 870 or more hours.

Notwithstanding any other provision of this Plan, a Participant's right to his or her normal retirement benefit shall be fully vested and nonforfeitable on his or her normal retirement date.

#### **7. Special Provision Relating to Those Individuals Who Were Plan Participants Prior to July 1, 1970**

The vesting provisions set forth in Section 6 of this Article were effective on and after July 1, 1970. Prior to July 1, 1970, the vesting provision read in part as follows:

The foregoing paragraph shall not apply to any employee who, at the time of a break in service, has a total monthly service benefit of at least \$27.50, of which at least \$18.00 is contributory service benefit. The credits and rights of such employee shall be considered "vested"....

Any employee who was participating in the Plan prior to July 1, 1970, shall have his "vested" rights determined according to the above-quoted provision; i.e., it is not necessary for such an employee to earn ten (10) years of vesting or Credited Service in order to be "vested." Contributory service benefit means a benefit earned on account of contributions having been made on behalf of a Participant to the Trust Fund. Vesting of all Participants with an Effective Date of Coverage on or after July 1, 1970, shall be governed by the rules set forth in Section 6 above. Benefits for Participants vested pursuant to this Section shall be determined under the rules in effect at the time of the employee's break in service except as otherwise provided by later Plan amendment.

#### **8. Vesting Upon Termination of Plan**

If this Plan and the Trust Fund of which it is a part shall be terminated or partially terminated, each affected Participant who has not incurred a break in service immediately preceding such termination or partial termination shall have a vested right to receive a retirement benefit, determined in accordance with Article V hereof and to the extent funded at the date of termination, on his or her normal or early retirement date.

## ARTICLE IX

### PRERETIREMENT SURVIVOR ANNUITY AND OTHER DEATH BENEFITS

#### 1. Benefits for Surviving Spouses

(a) **Preretirement Survivor Annuity.** The surviving spouse of a vested employee who dies prior to retirement is eligible to receive a monthly preretirement survivor annuity, provided the spouse and the employee were married throughout the one-year period immediately preceding the employee's death. For the avoidance of doubt, on and after June 26, 2013, the term "spouse" shall include a person of the same or opposite gender to the Participant. The preretirement survivor annuity provided under this subsection shall be equal to 50 percent of the deceased employee's normal retirement benefit earned at the date of his death, and shall commence as of the first of the month following the month in which the employee dies.

(b) **Alternative Lump Sum Benefit for Surviving Spouses.** As an alternative to the preretirement survivor annuity described in subsection (a), above, a surviving spouse who meets the requirements of that subsection may elect to receive a lump sum death benefit equal to 100 percent of the contributions made on behalf of the employee. Any eligible surviving spouse who applies for benefits under this Section shall receive a written explanation of this election, including the dollar amounts available under each alternative. An election to take the lump sum death benefit must be made, in writing, within 90 days of the date on which the written explanation is furnished to the surviving spouse. Otherwise, the surviving spouse will be deemed to have elected the preretirement survivor annuity.

#### 2. Other Death Benefits

Upon the death of a Participant who is not survived by a spouse eligible for a spouse's benefit under Section 1 of this Article, such employee's named beneficiary shall be entitled to a lump sum death benefit. No such benefit shall be paid, however, unless the deceased employee has accrued at least 1½ years of Credited Service. The death benefit, payable under this Section shall be a lump sum equal to 100 percent of the contributions made on behalf of the Participant.

For purposes of determining eligibility for this death benefit, 870 Covered Hours of Employment shall be considered as one year of Credited Service, and 435 Covered Hours of Employment shall be considered as one-half of one year of Credited Service. No Participant shall be allowed more than one year of Credited Service in any Plan Year.

A Participant shall designate his beneficiary or beneficiaries in writing in the form and manner prescribed by the Trustees, and may change them from time to time in the same manner. If a Participant is married, the designation of a beneficiary other than the spouse must be approved in writing by the spouse. If there is no valid designation of beneficiary on file, payment shall be made to the following beneficiaries who make written claim therefor to the Trustees within one (1) year after the employee's death, in the following order of priority:

- (a) The surviving spouse;
- (b) The surviving children, including adopted children;

- (c) The decedent's surviving parents;
- (d) The decedent's surviving brothers and sisters.

The Trustees' determination as to whether persons, if any, qualify within the aforementioned categories shall be final and conclusive upon all persons. If there is more than one person in any one category, those who make written claim within one (1) year of the employee's death shall share equally. If no such beneficiary makes written claim within one year after the employee's death, the benefit shall forfeit to the Trust Fund.



**ARTICLE X**  
**RECIPROCITY**

**1. Credit for Participation in Other Pension Plans**

Any Participant who, before or after his Effective Date of Coverage in this Plan, has participated in or participates in any other West Coast Trust (i.e., Western Glaziers Retirement Trust of Oregon and Southwest Washington; Southern California Arizona Colorado and Southern Nevada Glaziers and Glassworkers Pension Plan; Northern California Glaziers and Glassworkers Pension Plan; and Glass/Metal Association of Hawaii and Glaziers and Glassworkers Pension Fund) shall be entitled to Credited Service under this Plan based upon his participation in such other West Coast Plan or Plans to the degree and in the manner herein provided.

**2. Vesting Based on Total Service in All Plans**

Periods of Credited Past Service or Credited Future Service recognized by any other West Coast Trust occurring after July 1, 1952, will be recognized by this Plan in determining years of Credited Service only for the purposes of satisfying the requirements for benefits. Such reciprocal service credit shall not, however, be recognized for purposes of satisfying the 1,305 or 3,600 hour requirements for a normal retirement date prior to age 62, as set forth in the second paragraph of Article IV, Section 1, or for purposes of the special early retirement reduction described in Article V, subsection 2(b).

**3. Benefits Based on Total Service in This Plan**

The amount of retirement or death benefits under this Plan will be based only on Credited Service under this Plan as such term is defined in this Plan. No increases in benefit amount will be allowed which is attributable to any period of service with any other West Coast Trust. Benefits attributable to Credited Past Service under this Plan will be paid only to those employees whose first participation in a West Coast Trust was in this Plan.

**4. Break in Service**

In determining whether or not a Participant has suffered a break in service as of any particular date, this Plan will accept the determination of the West Coast Trust under which such employee most recently worked prior to that date.

**5. Benefit Payment Requests**

Benefit payment requests will be honored by this Plan so long as a Participant makes application to the West Coast Trust of his most recent participation prior to such application.

**6. Effective Date of This Article**

This Article is effective July 1, 1966, or as soon thereafter as the other West Coast Plans file with this Plan reciprocity arrangements in accordance with the agreement among the West Coast Plans. No amendment of this Article will be effective until at least ninety (90) days after such West Coast Plan joining this reciprocity arrangement has been given notice of such an amendment.

## **ARTICLE XI**

### **TRUST ADMINISTRATION**

#### **1. Method of Administration**

This Plan is administered by a Board of Trustees, half of whom are appointed by the Union, and half of whom are appointed by Participating Employers. Contributions and earnings from investments shall be received and held in trust by the Trustees. Title to all of the assets of the Trust Fund shall be and remain in the Trustees' names. The provisions for administration of the Plan and its business affairs are set forth in a separate document entitled "Trust Agreement." Among other things, it provides that the Trustees may establish rules and regulations consistent with the provisions of the Plan, and that they shall have the exclusive right to construe the Plan and determine any and all questions arising thereunder while in connection with its administration, including, without limitation, the right to remedy all possible ambiguities, inconsistencies, and omissions. Any such determination by the Trustees made in good faith shall be conclusive and binding on all persons in a manner provided therein. In addition, the Trustees shall have the responsibility for investment of the Trust Fund and the duty to see to it that all contributions are used for the sole and exclusive benefit of the Participants and their beneficiaries, and for defraying reasonable expenses in connection with this Plan and the Trust Fund, and that no portion of such contributions reverts to any Participating Employer, except in the case of refunds of unintentional and erroneous overpayments of contributions and only then under limited circumstances.

#### **2. Amendments of Plan**

It is intended that this Plan will continue indefinitely; however, it is contemplated that from time to time amendments may be needed. The Trustees have the authority to amend this Plan as they may determine; however, no amendment shall adversely affect any retired employee, vested employee or spouse receiving benefits, nor shall any amendment operate to reduce or eliminate any benefit or benefit option protected under Code Section 411(d)(6) or to reduce the nonforfeitable percentage of any Participant's accrued benefit except as may be permitted under Code Section 432.

#### **3. Termination of Plan**

It is intended that this Plan will continue indefinitely; however, the Trustees have the authority to terminate, or partially terminate, this Plan and the Trust Fund, as they may determine in accordance with prevailing law and Section 4 of this Article.

#### **4. Allocation of Assets Upon Termination or Partial Termination**

If the Plan is terminated, or partially terminated, all assets (or applicable portions thereof) remaining in the Trust Fund after the payment of all expenses incurred in terminating or administering the Plan will be allocated to the benefit of affected Participants, retired employees, and surviving spouses, according to the following order of priority:

(a) The remaining assets shall be allocated equally to:

(1) benefits in pay status three (3) years prior to termination at the lowest benefit level under the Plan during the five (5) years prior to termination, and

(2) benefits which would have been in pay status three (3) years prior to termination had the employee been retired (and had his benefits commenced then, at the lowest benefit level under the Plan during the five (5) years prior to termination).

(b) The assets remaining after satisfying the benefits described in subsection (a) above shall be allocated equally to all other benefits guaranteed under Title IV of the Employee Retirement Income Security Act of 1974 (irrespective of the limitations on the amount of monthly benefits regardless of the number of plans in which the employee participated).

(c) The then remaining assets shall be allocated equally to all other non-forfeitable (vested) benefits under the Plan.

(d) The then remaining assets shall be allocated equally to all other benefits under the plan.

If the assets of the Trust Fund applicable to any of the above categories (a) and (b) are insufficient to provide fully the amount of the benefits in each category, the benefits otherwise payable shall be reduced proportionately.

If the assets of the Trust Fund applicable to category (c) are insufficient to provide fully the amount of the benefits in that category, the assets shall be allocated to the benefits of individuals which are described in that category on the basis of benefits of individuals which would have been described in category (c) under the Plan as in effect at the beginning of the five-year period ending on the date of Plan termination.

If the assets available for allocation under the preceding paragraph are insufficient to satisfy in full the benefits described in that paragraph, then for purposes of that paragraph, benefits of individuals described in that paragraph shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such five-year period under which the assets available for allocation are sufficient to satisfy in full the benefits on individuals described in the preceding paragraph, and any assets remaining shall be allocated under that paragraph on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

The amount allocated under any of the priority categories listed above with respect to any benefit shall be adjusted for any allocation of assets with respect to that benefit under a prior category.

The amount allocated to each benefit shall be used to provide monthly retirement benefit payments through continuance of the Trust Fund, or through a new Trust Fund, or for the purchase of insurance annuity contracts; provided that, if the Trustees find that it is not practical or desirable under the circumstances to do any of the foregoing, they may provide for some other means of disposing of the allocations of the Trust Fund, including making payments in cash to the persons for whom such allocations have been made.

## **ARTICLE XII**

### **MISCELLANEOUS PROVISIONS**

#### **1. Information to be Furnished**

A Participant, the Union, and a Participating Employer shall furnish any information, documentation, or other proof that the Trustees deem necessary or reasonable in order to administer this Plan. No benefit under this Plan which is dependent in any way upon written information, documentation, or proof shall be payable unless and until the information or items are provided to the Trustees or their agents.

#### **2. Contributions**

Contributions to this Plan will be made by the Participating Employers and in amounts specified in their respective Collective Bargaining Agreements, or by Special Agreement in writing between the Participating Employer and the Trustees. Contributions by Participants shall not be required nor permitted.

#### **3. Application for Benefits**

A Participant or beneficiary shall make application for benefits in the manner and on the forms prescribed by the Trustees. The application shall be submitted to the Trustees at the Trust Fund office. No benefits shall be payable until proper application is made.

#### **4. Facility of Payment**

The Trustees have the authority to adopt rules by the terms of which benefit payments owing to minors or incompetents may be paid instead to a person or institution providing care or other services to such minor or incompetent, even though a legal guardianship does not exist. Benefit payments made under any such rules shall fully discharge the Trust Fund's obligation to the minor or incompetent.

#### **5. Hearings Before Board of Trustees**

Any Participant or beneficiary of a Participant who applies for benefits and is ruled ineligible by the Trustees, (or by a committee of Trustees, an administrative agent, insurance carrier, or other organization acting for the Trustees), or who believes he did not receive the full amount of benefits to which he is entitled, or who is otherwise adversely affected by any action of the Trustees, shall have the right to request the Trustees to conduct a hearing in the matter, provided that he makes such a request, in writing, within sixty (60) days after being apprised of, or learning of, the action. The Trustees shall then conduct a hearing at which the Participant or beneficiary shall be entitled to present his position and evidence in support thereof. The Participant or beneficiary may be represented at such hearing by an attorney or by any other representative of his choosing. Thereafter, the Trustees shall issue a written decision affirming, modifying, or setting aside the former action. Effective January 1, 2002, and notwithstanding any other provision of this Section, a Participant who applies for Disability Retirement Income on or after January 1, 2002 and whose application is denied shall have one hundred and eighty (180) days from the date he receives notification of the denial to request a hearing before the Trustees.

## **6. Appeal to Arbitration**

If the Participant or beneficiary is dissatisfied with the written decision of the Trustees, he shall have the right to appeal the matter to arbitration in accordance with the labor arbitration rules of the American Arbitration Association, provided that he submit a request for arbitration to the Trustees, in writing, within sixty (60) days of receipt of the written decision. If an appeal to arbitration is requested, the Trustees shall submit to the arbitrator a certified copy of the record upon which the Trustees' decision was made.

The question for the arbitrator shall be (a) whether the Trustees were in error upon an issue of law, (b) whether they acted arbitrarily or capriciously in the exercise of their discretion, or (c) whether their findings of fact were supported by substantial evidence.

The decision of the arbitrator shall be final and binding upon the Trustees, upon the appealing party, and upon all other parties whose interests are affected thereby.

The expenses of arbitration shall be borne equally by the appealing party and the Trust Fund, unless otherwise ordered by the arbitrator.

Effective January 1, 2002, pursuant to regulations issued by the United States Department of Labor, a Participant who applies for Disability Retirement Income on or after January 1, 2002 and whose application is denied by the Trustees may no longer appeal that denial to arbitration. The provisions of this Section shall continue to apply to any other Participant or beneficiary who wishes to appeal from a written decision issued by the Trustees pursuant to Section 5, above.

## **7. Availability of Documents**

Copies of this Plan, the Trust Agreement, the applicable Collective Bargaining Agreements, and the various government reports required under the Employee Retirement Income Security Act of 1974 are available for inspection by Participants and beneficiaries at the administrative office of the Plan.

## **8. Expenses of Administration**

The expenses of administering the Plan will be paid from the Trust Fund.

## **9. Employer-Employee Relationship Not Affected**

This Plan is not intended to affect in any way the employer-employee relationship between a Participant and a Participating Employer thereunder. Such relationship shall continue to be governed by any Collective Bargaining Agreement or other agreement between the Participating Employer and the Union which may be in effect from time to time.

## **10. Protection of Trust Fund, Contributions, and Benefits**

No part of the Trust Fund (including the contributions) or the benefits payable under the Plan shall be subject in any manner, by a Participant or beneficiary, to anticipation, alienation, sale, transfer, assignment, encumbrance, or charge, and any such attempt shall be null and void.

Further, no part of the Trust Fund (including the contributions or the benefits payable under the Plan) shall be liable for the debts of a Participating Employer or beneficiary, nor be subject in any manner to garnishment, attachment, lien, charge or any other legal process brought by any person against a Participant or beneficiary, and any such attempt shall be null and void. However, this Section shall not prohibit the Trust Fund from recognizing a "Qualified Domestic Relations Order," as defined in Section 206(d)(3) of the Employee Retirement Income Security Act (ERISA). The Trust Fund shall process and provide benefits in accordance with such Orders as required by said Section of ERISA and any applicable regulations thereunder.

## **11. Mergers**

In the event that the Plan should merge or consolidate with another plan, or transfer assets or liabilities to another plan, each Participant shall be entitled to the same benefit that he would have received had the Plan been terminated immediately prior to the merger, consolidation, or transfer, without applying Article VIII, Section 8 hereof.

## **12. Lump Sum Cash Outs of Certain Annuities**

If the present value of a retirement or survivor annuity payable under this Plan is \$5,000 or less, the same shall be paid in a lump sum in lieu of monthly payments. For purposes of this Section, present value will be determined using the assumptions for calculating lump sums set forth in Article II, Section 1.

## **13. Commencement of Benefits**

A Participant who is eligible for a Normal Retirement Benefit but fails to apply for it prior to his Normal Retirement Date may elect to have his benefits paid retroactive to his Normal Retirement Date, which shall be his retroactive Annuity Starting Date. A Participant who is eligible for an Early Retirement Benefit but fails to apply for it when first eligible may elect a retroactive Early Retirement Date which may not be more than three (3) months prior to the date on which he submits his application. If a Participant who elects a retroactive Annuity Starting Date or a retroactive Early Retirement Date is married on the date the retroactive benefits are actually paid, the spouse must consent in writing to the election of the retroactive Annuity Starting Date or retroactive Early Retirement Date. The spouse's consent must acknowledge the effect of the election and must be witnessed by a notary public or the Plan's administrative agent. A Participant who elects a retroactive Annuity Starting Date or retroactive Early Retirement Date shall receive a make-up payment reflecting the missed payments for the period between the retroactive Annuity Starting Date and the date the retroactive benefits actually commence with interest at 5.5 percent per annum. Future monthly benefits will be in the same amount that would have been paid had payments actually commenced on the retroactive Annuity Starting Date or retroactive Early Retirement Date.

In the case of a retroactive Annuity Starting Date or retroactive Early Retirement Date, the written explanation required by Article V, Section 7 above shall be provided no less than 30 and no more than 90 days before the date benefits actually commence. The Participant and his spouse, if any, shall then have the 90-day period ending on the benefit commencement date to select the Form of Benefit they mutually prefer, subject to the spousal consent rules set forth in Article V, Sections 6 and 7, above.

Notwithstanding any other provision of this Plan:

(a) Benefits payable in the form of a Monthly Life Benefit or Joint and Survivor Benefit pursuant to Article V, Section 6 shall commence no later than April 1 of the calendar year following the calendar year in which the Participant attains age 70½;

(b) Benefits payable in the form of a Preretirement Survivor Annuity pursuant to Article IX, subsection 1(a) shall commence no later than the later of: (1) the date on which the deceased Participant would have attained age 70½; or (2) one year after the Participant's death;

(c) Benefits payable in the form of an Alternative Lump Sum Benefit for Surviving Spouses pursuant to Article IX, subsection 1(b) shall be paid no later than the later of: (1) the date on which the deceased Participant would have attained age 70½; or (2) five years after the Participant's death; and

(d) Lump sum benefits payable to persons other than a Participant's spouse pursuant to Article IX, Section 2 shall be paid within five (5) years of the Participant's death.

(e) Benefit payments under this Section 13 will be made in accordance with Code section 401(a)(9) including the incidental death benefit rule of Code section 401(a)(9)(G), IRS Regulations 1.401(a)(9)-2 through 1.401(a)(9)-9, and any other provisions reflecting Code section 401(a)(9) as prescribed by the Commissioner of the Internal Revenue Service.

#### **14. Maximum Benefits**

(a) **General Limit.** Notwithstanding any other provision of this Plan, the annual Retirement Income payable with respect to a Participant under the Plan shall not, at any time within a calendar year, exceed the defined benefit dollar limitation of Code Section 415(b)(1)(A), as adjusted, effective January 1 of each year, under Code Section 415(d) in such manner as the Secretary of the Treasury shall prescribe, and payable in the form of a straight life annuity.

(b) **Adjustments for Early Retirement.** If a Participant's benefit payments begin before the Participant has reached age 62, the defined benefit dollar limitation applicable to such Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the Actuarial Equivalent of the defined benefit dollar limitation applicable to the Participant at age 62.

(c) **Adjustment for Late Retirement.** If a Participant's benefit payments commence after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is an annual benefit payable in the form of a straight life annuity beginning at the later age that is the Actuarial Equivalent of the defined benefit dollar limitation applicable to the Participant at age 65.

(d) **Annual Benefit \$10,000 or Less.** Notwithstanding the preceding provisions the annual benefit payable with respect to a Participant shall be deemed not to exceed the limitation of this Section if (1) the pension benefits payable with respect to a Participant under the Plan and under all defined benefit plans of the Participant's Employers do not exceed \$10,000 for the Plan Year or for any prior Plan Year; and (2) the Employer has not at any time maintained a defined contribution plan in which the Participant participated.

(e) **Less Than Ten Years of Participation.** If a Participant has less than ten years of participation in the Plan, the defined benefit dollar limitation of Code Section 415(b)(1)(A) shall be multiplied by a fraction, the numerator of which is the Participant's years of participation in the Plan and the denominator of which is ten. The \$10,000 limitation in subsection (d) shall be multiplied by the same fraction except that the numerator shall be the number of years of service with participating Employers.

(f) **Definitions.** For purposes of this Section:

(1) **Actuarial Equivalence** will be determined in accordance with Code Section 415(b)(2)(E). For distributions with Annuity Starting Dates (as defined in Code Section 417(f)(2)) on or after July 1, 2002, the applicable mortality table shall be the table prescribed by Code Section 417(e)(3)(B).

(2) **Retirement Income** means an annual benefit payable at age 65 in the form of a straight life annuity or a qualified joint and survivor annuity, as defined in Code Section 417(b).

(g) **Post-Retirement Adjustments.** If the Retirement Income payable to a retired Participant is reduced to comply with the defined benefit dollar limitation of Code Section 415(b)(1)(A), such Retirement Income shall be increased on January 1 of each year following the Participant's Retirement Date to the lesser of (1) the adjusted "dollar limitation" for that year, as determined by the Commissioner of Internal Revenue, or (2) the Retirement Income payable without regard to any "dollar limitation" imposed by Code Section 415(b)(1)(A).

(h) **Where Employer Maintains More Than One Plan.** The limitations of this Section, with respect to any Participant in any other plan or plans maintained by an Employer or by an employer which is a member of a controlled group of corporations (within the meaning of Code Sections 1563(a) and 415(h)) of which the Employer is a member, shall apply as if the total benefits payable under all plans in which the Participant has been a Participant were payable under such other plan or plans of the Employer; provided, however, that the benefits provided under this Plan shall not be combined or aggregated with the benefits provided under any other multiemployer plan, and provided, further, that the benefits provided under this Plan shall not be combined or aggregated with the benefits provided under any other plan for purposes of applying the "100 percent of compensation" limitation of subsection 415(b)(1)(B).

## **15. Eligible Rollover Distributions**

Notwithstanding any other provision of this Plan, a Participant or other distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. For purposes of this Section:

(a) "Eligible rollover distribution" means a distribution of all or any portion of the balance to the credit of the distributee except:

(1) A distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or the life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for the specified period of ten years or more;



(2) A distribution required to be made under Code Section 401(a)(9); or

(3) The portion of any distribution that is not includable in gross income.

(b) “Eligible retirement plan” means an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a), an annuity contract described in Code Section 403(b) or an eligible plan under Code Section 457(b) that accepts the distributee’s eligible rollover distribution.

(c) The term “distributee” includes a Participant, the surviving spouse of a Participant and a former spouse of a Participant who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).

(d) “Direct Rollover” means a payment by the Plan to the Eligible Retirement Plan (or, on and after January 1, 2008, in a qualified rollover to a Roth IRA as defined in Code section 408A), as specified by the Employee or surviving spouse. Effective on and after January 1, 2010, upon request, an eligible retirement distribution payable to a nonspouse beneficiary may be paid to as an inherited individual retirement account or individual retirement annuity established for such beneficiary pursuant to Code section 402(c)(11). A nonspouse Beneficiary may also make a qualified rollover to a Roth IRA.

## **16. Credit for Military Service**

Notwithstanding any other provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

## **17. Non-Accrual Employer Contributions**

Notwithstanding any other provision of the Plan, Employer contributions may be identified and designated by the bargaining parties as Contractual Supplemental Contributions which shall not accrue Participant benefit credit under the provisions of the Plan. Such Contractual Supplemental Contributions shall be allocated solely to the general reserves of the Fund for purposes of general funding, provided however, that the Board of Trustees may identify and designate such contributions for purposes of benefit accrual upon such terms as the Board deems appropriate under its reserved discretion. There is hereby established Appendix A to this Plan which shall record and describe all such Contractual Supplemental Contributions by effective date, amount, job category and all other pertinent information necessary for the administration of the Plan. Unless otherwise provided for by the bargaining parties and/or pursuant to later amendment of the Plan, later increases in Employer contributions shall be applied to participant benefit accruals.

## **18. Top-Heavy Rules**

(a) Notwithstanding the foregoing, if the disaggregated portion of the Plan sponsored by any Participating Employer is determined to be Top-Heavy (as that term is defined in Code section 416 and regulations thereunder) for any Plan Year, the provisions of this Section 17 shall apply.

(1) **Minimum Benefit.** A non-Key Employee participating pursuant to the terms of a Special Agreement who is credited with a Year of Service solely on account of his or her service with such Participating Employer shall have an Accrued Benefit for Top-Heavy Plan Year at least equal to the lesser of:

- (i) two percent (2%) multiplied by Top-Heavy Years of Service; or
- (ii) twenty percent (20%),

multiplied by such Participant's "Average Compensation." The benefit described herein is expressed as an annual benefit in the form of a single life annuity (with no ancillary benefits), commencing at normal retirement age.

A non-Key Employee shall not be denied this minimum benefit because he or she was not employed on a specified date, failed to make any mandatory employee contributions, or failed to earn a specified amount of Compensation.

For purposes of satisfying the minimum benefit requirements of Code Section 416(c)(1) and the Plan, in determining the number of Top-Heavy Years of Service with the Employer, any Service with the Employer shall be disregarded to the extent that it occurs during a Plan Year when the Plan benefits (within the meaning of Code Section 410(b)) no Key Employee or former Key Employee (as defined in Code Section 416(i)(1)).

Where this Plan and a defined contribution plan belong to an Aggregation Group that is determined to be Top-Heavy, the minimum benefit described above for any non-Key Participant who also participates in the defined contribution plan shall not be required if the defined contribution plan provides aggregate benefits at least equal to the benefits provided under this Plan.

(2) **Vesting.** For any Top-Heavy Plan Year, each Participant who is credited with an Hour of Service with such Participating Employer in the Top-Heavy Plan Year shall become vested and have a nonforfeitable right to retirement benefits he or she has earned under the Plan in such year in accordance with the following table:

Years of Service	Percent Vested
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6 or more	100%

Provided, however, that a Participant's vesting percentage shall not be less than the percentage determined under the table in Article VI.

If the Plan becomes Top-Heavy and ceases to be Top-Heavy in any subsequent Plan Year, the vesting schedule shall automatically revert to the vesting schedule in effect before the Plan became Top-Heavy. Such reversion shall be treated as a Plan amendment.

(b) For purposes of implementing the rules described in this Section 17, the following definitions shall apply:

(1) “Aggregation Group” means the group of plans maintained by a Participating Employer that must be considered as a single plan for purposes of determining whether the plans within the group are Top-Heavy (“Required Aggregation Group”), or the group of plans that may be aggregated for purposes of Top-Heavy testing (“Permissive Aggregation Group”). The Determination Date for each plan maintained by a Participating Employer must fall within the same calendar year in order to aggregate the plans.

(i) The Required Aggregation Group includes each plan of the Employer in which a Key Employee is a Participant in the Plan Year containing the Determination Date or (for a Plan Year prior to January 1, 2002) any of the four (4) preceding Plan Years, and each other plan of the Employer which, during this period, enables any plan maintained by an Employer in which a Key Employee participates to meet the minimum participation standards or nondiscriminatory contribution requirements of Code Sections 401(a)(4) and 410.

(ii) A Permissive Aggregation Group may include any plan sponsored by an Employer, provided the group as a whole continues to satisfy the minimum participation standards and nondiscriminatory contribution requirements of Code Sections 401(a)(4) and 410.

(iii) Each plan belonging to a Required Aggregation Group shall be deemed Top-Heavy or non Top-Heavy in accordance with the group's status. In a Permissive Aggregation Group that is determined Top-Heavy only those plans that are required to be aggregated shall be Top-Heavy. In a Permissive Aggregation Group that is not Top-Heavy, no plan in the group shall be Top-Heavy.

(2) “Average Compensation” means a Participant's average Compensation (as defined in Internal Revenue Code section 415(c)(3)) for the five (5) consecutive years when such Participant had the highest aggregate Compensation from the Employer. However, Compensation received for non Top-Heavy Plan Years shall be disregarded.

(3) “Non-Key Employee” means an Employee of a Participating Employer who is not a Key Employee (as defined in Code Section 416(i)(1)).

(4) “Top-Heavy” means that the ratio of Aggregate Accounts and Present Value of Accrued Benefits provided to Key Employees of a Participating Employer by plans in the Aggregation Group exceeds the threshold set forth in Code Section 416(g) for a Plan Year. The determination for a given Plan Year shall be made as of the last day of the preceding Plan Year (the “Determination Date” or “Valuation Date”), based on standards that are uniformly and consistently applied and that satisfy the rules set forth in Code Section 416 and regulations thereunder.

For the purposes of this determination, “Aggregated Account” means, with respect to a Participant, his or her adjusted account balance in a defined contribution plan maintained by the Participating Employer, as determined under the Top-Heavy provisions of such plan.

(5) “Present Value of Accrued Benefits” means the sum of: (i) the Actuarial Equivalent present value of the accrued normal retirement benefit under the Plan as of the Valuation Date; (ii) distributions prior to the Valuation Date, made during the Plan Year that contains the Determination Date and the preceding Plan Year, for reasons other than severance from employment, death or disability; and (iii) Distributions prior to the Valuation Date, made during the Plan Year that contains the Determination Date and the four (4) preceding Plan Years for reasons other than those set forth in (ii) above. For purposes of (ii) and (iii), unrelated rollovers or transfers from this Plan shall be considered distributions. A related rollover or transfer from this Plan shall not be considered a distribution. An unrelated rollover or transfer is one that is both initiated by the individual employed by the Participating Employer and made between plans of different employers. A related rollover or transfer is one that is either not initiated by the individual employed by the Participating Employer or made between plans of the same Participating Employer.

**ARTICLE XIII**  
**PARTIAL PENSIONS**

**1. Purpose**

Partial pensions are provided under this Plan for employees who would otherwise lack sufficient service credit to be eligible for any pension because their years of employment were divided between different pension plans or, if eligible, whose pensions would be less than the full amount because of such division of employment. To provide such partial pensions, this Plan is signatory to the "Reciprocal Agreement for Joint Industry Pension Funds of all District Councils and Local Unions Affiliated with the International Brotherhood of Painters and Allied Trades." Wherever referred to in this Article, "signatory plans" shall mean plans that are signatory to that Agreement.

**2. Recognized Pension Credits**

For purposes of this Plan, the term "pension credits" shall mean those periods of service during which credit is granted for benefit accrual purposes. Pension credits shall not necessarily cover periods for which a plan grants credit for vesting purposes under ERISA. Pension credits accumulated and maintained by an employee under each plan shall be based on the rules in effect in the plan at the time the employment occurred.

**3. Total Pension Credit**

The pension credit granted under this Plan and the other signatory plans together comprise the employee's total pension credit. In no case will more than one (1) year of pension credit be counted for any twelve (12) consecutive calendar months.

**4. Combined Service Credit**

If an employee has, in a calendar year, worked under two (2) or more plans and accumulated fractional years of pension credit which together add up to more than one (1) year of credit for that calendar year, then the pension credit recognized under all plans shall be limited to one (1) year. Pension credit will first be counted under the Plan to provide the highest benefit level. The other plan(s) shall count as pension credit the necessary fractional years(s), in a declining benefit level order, which will bring the total to exactly one (1) year of pension credit for the employee.

**5. Eligibility**

An employee shall be eligible for a partial pension under this Plan if he satisfies all the following requirements:

(a) He would be eligible for any type of pension under this Plan if his total pension credit were treated as service credit under this Plan; and

(b) He has, under each of the signatory plans, in which he has Credited Service, at least one (1) year of pension credit; and

(c) In the case of an employee applying for a pension based on disability, he is able to meet the definition of disability in this Plan; and

(d) In the case of an employee applying for a pension based on age, he meets the minimum age requirements of this Plan.

## **6. Breaks in Service**

In applying the rules of this Plan with respect to cancellation of pension credits, any pension credit earned during a period in which the employee worked in the jurisdiction of another signatory plan, shall be considered in determining whether there has been a permanent break in service. However, once an employee has left the coverage of all the signatory plans, the determination as to whether he has a permanent break in service under each signatory plan shall be determined by each plan based solely on the Vesting Service earned under that plan, not on the combined pension credit.

## **7. Election of Pensions**

If an employee is eligible for more than one type of pension under this Plan, he shall be entitled to select the type of pension he is to receive.

## **8. Partial Pension Amount**

The amount of the partial pension payable under this Plan for which an employee qualifies shall be the benefit amount he accrued under this Plan during the period he earned the pension credit.

## **9. Payment of Partial Pensions**

The payment of a partial pension shall be subject to all of the conditions contained in this Plan applicable to other types of pensions. If a pensioner's benefit is suspended by one plan, it shall be suspended by the other plan(s). Any plan suspending a pensioner's benefit shall notify all other affected plans.

## **10. Other Benefits**

The obligation of each of the signatory plans is limited to pension benefits, including survivor's pensions after retirement payable as a result of election of a joint and survivor benefit or guaranteed period payments. This "partial pensions" provision shall not apply to any preretirement death or survivors' benefits. Other benefits provided by any of the plans, after retirement, such as lump sum death benefits, level income of lump sum options, health benefits, etc., are not covered by this provision. However, nothing in this provision shall prohibit any plan(s) from providing such benefits in accordance with its own rules and regulations.

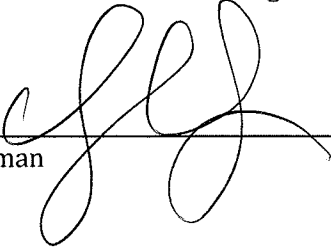
## **11. Benefit Increases**

If an employee leaves the jurisdiction of one of the signatory plans and the benefit level in that plan is later increased, benefits from that plan shall be computed at the benefit level in effect at the time the employee last earned pension credits under that plan.

## 12. Application Procedure

The plan under which an employee makes application for the benefits shall initiate the processing of a partial pension with the other signatory plans based upon information supplied by the employee as to where he worked. Each plan agrees to provide the other plans with complete data, certified by an authorized administrator or plan employee, in order to process partial pensions promptly.

Adopted at a Trust meeting on September 16, 2014 and effective as of July 1, 2014.

  
Chairman

  
Secretary

## **APPENDIX A**

1. Effective July 1, 2009

Commercial Glaziers Collective Bargaining Agreement

\$0.75 per hour for Journeymen and corresponding percentage contribution rates for Apprentices.