

**AMENDMENT NO. 6 TO THE  
PAINTERS DISTRICT COUNCIL NO. 2  
PENSION PLAN AND TRUST AGREEMENT**

1. Change **ARTICLE XIX** to read as follows:

**ARTICLE XIX**  
**PARTIAL PENSIONS**

19.1 Purpose. Partial pensions are provided under the Plan for Employees who would otherwise lack sufficient service credit to be eligible for any pension under the Plan because their years of employment are 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. This Article XIX is applicable after December 31, 1998.

19.2 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 the Plan grants credit for vesting purposes under ERISA. Pension credits accumulated and maintained by an Employee under this Plan shall be recognized by the other signatory plans. Pension credits under each plan shall be based on the rules in effect in that plan at the time the employment occurred.

19.3 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 year of pension credit be counted for any twelve consecutive calendar months.

19.4 Combined Service Credit. If an Employee has, in a calendar year, worked under two or more plans and accumulated fractional years of pension credit which together add up to more than one year of credit for that calendar year, then the pension credit recognized under all plans shall be limited to one 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 year(s), in a declining benefit level order, which will bring the total to exactly one year of pension credit for the Employee.

19.5 Eligibility. An Employee shall be eligible for a partial pension under this Plan if he satisfies all of the following requirements:

- A. He would be eligible for any type of pension under this Plan, other than a partial pension, if his total pension credit were treated as service under this Plan; and
- B. He has, under each of the signatory plans in which he has credited service, at least one year of pension credit; and

- C. In the case of an Employee applying for a pension based on disability, he meets 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 requirement in this Plan.

19.6 Breaks in Service. In applying the rules of this Plan with respect to cancellation of pension credit, 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.

19.7 Election of Pensions. If an Employee is eligible for more than one type of pension under this Plan, he shall be entitled to elect the type of pension he is to receive.

19.8 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.

19.9 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.

19.10 Other Benefits. The obligation of each of the signatory plans is limited to pension benefits, including survivors pensions after retirement payable as a result of election of a husband and wife pension or guaranteed period payments. This "partial pensions" provision shall not apply to any preretirement death or survivor's benefits. Other benefits provided by any of the plans, after retirement, such lump sum death benefits, level income or 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.

19.11 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.

19.12 Application Procedure. The plan under which an Employee first 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.

19.13 Early Retirement. An Employee's pension credits under signature plans, other than this Plan, shall not be treated as credited service under Sections 6.3.B.2.c or C.3.

2. Add the following new **ARTICLE XX**:

**ARTICLE XX**  
**TRANSFER OF CONTRIBUTIONS – MONEY-FOLLOWS-THE-MAN**

20.1 Purpose. The provisions of this Article are operative only if money follows the man reciprocity agreements (“reciprocity agreements”) have been adopted on behalf of the Trust by the Trustees with pension funds providing benefits to members of district councils and local unions affiliated with the International Union of Painters and Allied Trades, AFL-CIO. Accredited Future Service Benefits 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 pension would be less than the full amount because of such division of employment.

20.2 Cooperating Fund. By resolution duly adopted, Trustees recognize all other pension funds which have executed reciprocity agreements as Cooperating Funds.

20.3 Home Fund. Each Employee who has Employer contributions made on his behalf to one or more of the Cooperating Funds shall have a specific "Home Fund." The following rules shall be used in determining an Employee's "Home Fund."

- A. If the Employee is a member of a district council or local union affiliated with the International Union of Painters and Allied Trades, AFL-CIO, his Home Fund shall be that Cooperating Fund in which such local district council or union participates by reason of a collective bargaining agreement requiring contributions thereto.
- B. If the Employee is not a member of such a district council or local union, his Home Fund shall be that Cooperating Fund to which the bulk of contributions have been made on his behalf in the last three years.
- C. A Cooperating Fund, other than one determined under Subsections (A) or (B) hereof, shall be an Employee's Home Fund if the Employee can establish such Home Fund status to the satisfaction of the trustees of the two Cooperating Funds.

20.4 Employee Authorization. If contributions are or will be made on an Employee's behalf to a Cooperating Fund signatory to a reciprocity agreement, he may, provided his Home Fund is also signatory to such reciprocity agreement, file a request with the Cooperating Fund that such contributions be transferred to his Home Fund on his behalf. Such request shall be made in writing on a form approved by the respective Cooperating Funds which is signed and dated by the Employee. Said request form shall release the boards of trustees of the respective Cooperating Funds from any liability or claim by an Employee, or anyone claiming through him, that the transfer of contributions may not work to his best interest. Said completed request form shall be filed by the Employee with the Cooperating Fund within sixty days following the beginning of his employment within the Cooperating Fund's jurisdiction, provided however that the board

of trustees of the Cooperating Fund may, at its discretion, grant an extension of that sixty day period for special circumstances.

If the Employee does not file a timely request form with the Cooperating Fund, he will be treated as electing not to authorize a transfer of contributions. By filing a request for transfer of contributions, the Employee agrees that his eligibility for benefits and all other participant rights are governed by the terms of the Home Fund's pension plan and not by the terms of the Cooperating Fund's pension plan.

20.5 Transfer of Contributions. Upon receipt of a timely and properly completed request for a transfer of contributions to the Employee's Home Fund, the Cooperating Fund shall collect and transfer to the Employee's Home Fund the contributions required to be made to the Cooperating Fund on the Employee's behalf. Said contributions shall be forwarded to the Employee's Home Fund within sixty calendar days following the calendar month in which the contributions were received. Any undue delay in transferring contributions shall be considered a violation of the reciprocal agreement and subject to its provisions for arbitration. The contributions so transferred shall be accompanied by such records or reports which are necessary or appropriate. The Cooperating Fund shall transfer the actual dollar amount of contributions received regardless of any difference in the contribution rates between the Funds.

20.6 Breaks-in-Service. For the purpose of any break-in-service rule, any hours worked in the jurisdiction of a Cooperating Fund shall be counted as if they were worked in the jurisdiction of the Home Fund.

20.7 Payment of Pension. The payment of the pension shall be subject to the provisions of the Home Fund's pension plan.

20.8 Collection of Contributions. The Home Fund shall have no responsibility to take any action to enforce the terms of any collective bargaining agreement, or of any other agreement, requiring contributions to any Cooperating Fund other than the Home Fund. Each Cooperating Fund shall be solely responsible for enforcing the terms of collective bargaining agreements and of other agreements requiring contributions thereto.

20.9 Change in Home Fund. It is recognized that situations will arise where an Employee will change his Home Fund because of a change in residence availability of work, or for other reasons. In order to protect such an Employee to the fullest extent possible, while still providing safeguards against possible abuse, the following rules shall apply when an Employee wishes to change his Home Fund:

- A. An Employee must submit a request for a permanent change of Home Fund to both his former Home Fund and to the pension fund which he claims to be his new Home Fund.
- B. Such request must be on a form approved by the Trustees of the respective pension funds and signed by the Employee.
- C. Such request must state the facts which the Employee claims support his request to change his Home Fund.

- D. No change in Home Fund shall occur unless both funds agree to the changes.

If the Employee's request for a change in Home Fund is granted by both Cooperating Funds, the change shall be effected on the first day of the month following the agreement by both Cooperating Funds. No assets shall be transferred from the old Home Fund to the new Home Fund. Rather, the provisions of any pro rata pension reciprocity agreement shall govern the Employee's rights under the old Home Fund.


20.10 Hours of Service Credit for Transferred Contributions. A Participant shall be credited with Hours of Service in Covered Employment with respect to employer contributions transferred to the Trust as the Home Fund on behalf of such Employee under Section 20.5. The number of Hours of Service in Covered Employment credited for a calendar year shall equal the result of the total dollar amount of such contributions received by the Trust during such month divided by the hourly contribution rate to the Trust as in effect for such month under the collective bargaining agreement then in effect between the Union and Painting and Decorating Contractors of America Chapter #2.

20.11 Effective Date. This Article and payment of pensions hereunder shall be effective on January 1, 2013.

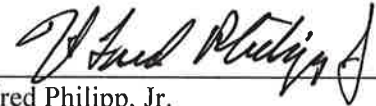
3. Redesignate the current **ARTICLE XIX** as **ARTICLE XXI**:

UNION TRUSTEES

MANAGEMENT TRUSTEES

  
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Gregg Smith

Date: 2/27/13

 2/27/13  
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H. Fred Philipp, Jr.

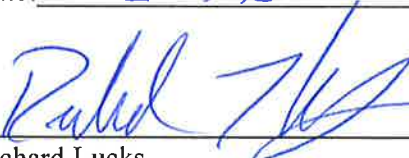
Date: \_\_\_\_\_

  
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David Doerr

Date: 2-27-13

  
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Daniel G. Wienstroer

Date: 2/27/2013

  
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Richard Lucks

Date: 3-13-13

  
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Timothy Wies

Date: 2/27/2013