

**Amendment Number 2 1
to Glazing Health and Welfare Trust
Summary Plan Description dated July 1, 2021
(Employee Classifications, Maternity Disability and
Leave Program – Effective Date: May 24, 2022)**

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This Amendment No. 2 ("Amendment 2") to the Summary Plan Description dated July 1, 2021 ("Plan", "SPD" or "Plan Document") is approved and adopted by the Board of Trustees of the Glazing Health and Welfare Trust ("Welfare Trust"), as of the Effective Date set forth above.

A. Updated Employee Classifications under Weekly Disability Benefit

Whereas, the Employee Classifications under the Weekly Disability Benefits should be updated to match the current Classifications under the Southern Nevada Glazing Industry Master Agreement, Appendix A: Wage & Benefits Schedule, effective September 1, 2021.

Now Therefore, as of the Effective Date, the Employee Classifications and applicable Weekly Disability Benefit (at page 56 of the SPD), shall be:

b) The Weekly Disability Benefit for the different Employee Classifications (listed below) are :

1. Journeyman (Master Glazier) - \$750.00 per week
2. Fabricators and Architectural Glaziers - \$500.00 per week
3. 40% Apprentice - \$300.00 per week
4. 46% Apprentice - \$345.00 per week
5. 52% Apprentice - \$390.00 per week
6. 58% Apprentice - \$435.00 per week
7. 64% Apprentice - \$480.00 per week
8. 70% Apprentice - \$525.00 per week
9. 76% Apprentice - \$570.00 per week
10. 82% Apprentice - \$615.00 per week
11. 88% Apprentice - \$660.00 per week
12. 94% Apprentice - \$705.00 per week

B. Reimbursable Maternity Disability Benefits and Leave Program

Whereas, the Painters and Allied Trades LMCI ("LMCI") has approved reimbursement funding for both a 1-26 week pre-natal and a 6-8 week maternity disability benefit and leave program to be administered by local health and welfare trust funds ("Maternity Benefit Program"), subject to the Welfare Trust's adoption and application of the LMCI reimbursement criteria;

Whereas, the Maternity Benefit Program is intended to create the following weekly paid benefits: (i) a primary post-birth Maternity Benefit of up to six (6) weeks for a working Participant who gives birth ("Primary Post-Birth Benefit"); (ii) a supplemental post-birth Maternity Benefit of up to two (2) additional weeks, if the Participant gives birth by caesarean section ("Supplemental Post-Birth Benefit") – with the combined Primary and Supplemental Post-Birth Benefit paid leave period not to exceed eight (8) total weeks; and (iii) a pre-natal

Maternity (leave) Benefit for up to twenty-six (26) weeks, if a Participant is certified by a licensed Nevada medical doctor or a medical professional approved by the Trustees (“Certification”) as being unable to work during the pregnancy (“Pre-Natal Benefit”). The weekly paid Maternity Benefit amount is intended to be based on an accurate two-thirds (2/3) calculation of the Participant’s regular gross weekly pay. The Maternity Benefits paid to a Participant are not intended to exceed: (iv) Eight Hundred Dollars (\$800) for any paid Maternity Benefit week, nor (v) a total of Twenty-Seven Thousand Two Hundred Dollars (\$27,200.00) for all paid Maternity Benefits (“Maternity Benefit Limits”); and

Whereas, the Welfare Trust desires to adopt and implement the Maternity Benefit Program as an addition and supplement to, and not as a replacement of, existing Weekly Disability Benefits already provided by the Welfare Trust, subject to the LMCI Agreement Condition (defined below).

Now Therefore, upon satisfaction of the LMCI Agreement Condition, and as of the Effective Date, the approved and adopted Maternity Benefit Program of the Welfare Trust shall be administered according to the following requirements:

1. Application. Prior to receipt of any Pre-Natal, Primary or Supplemental Post-Birth Benefits, a qualifying Participant must submit an application to the Administrator on a form approved by the Board of Trustees (“Application”), which Application may be approved, denied, deferred or conditioned by the Board of Trustees in their sole and exclusive discretion, according to the requirements of the Maternity Benefit Program.

2. Interim Application Decisions. Subject only to subsequent ratification or decision by the Board of Trustees, the Chairman and Co-Chairman of the Board may act upon and decide any such Participant Application between regularly scheduled Welfare Trust Board Meetings.

3. Adoption of Reimbursement Criteria. The Welfare Trust shall substantially follow the reimbursement and eligibility criteria specified from time-to-time by the LMCI to determine all Participant Applications and facilitate reimbursement to the Welfare Trust for all such Maternity Benefits paid to Participants. The Board of Trustees may amend or terminate the Maternity Benefit Program and its operational criteria at any time.

4. Participant Eligibility Criteria:

a. The Maternity Benefit Program is available only to a Welfare Trust Participant on whose behalf contributions are being remitted as of the date of Application. The spouses and children of a Participant are excluded;

b. The Participant must submit Certification of pregnancy from the Participant’s medical doctor, or other approved medical professional, verifying Participant is unable to perform the duties of the glazing, fabricating or other approved trade due to physical limitations arising from the pregnancy (for a Pre-Natal Benefit only);

c. The Participant is currently eligible for coverage under the Welfare Trust plan on the date of the Maternity Disability Benefit Application;

d. The Participant has received no Maternity Benefit Program payments from the Welfare Trust within twenty-four (24) months prior to the Application date; and

e. The Maternity Benefits paid to a Participant shall not exceed the Maternity Benefit Limits.

5. **Excluded Participants.** Maternity Program Benefits shall not be provided by the Welfare Trust for, nor made available to:

- a. Canadian residents;
- b. Bargaining unit workers not participating in the Welfare Trust;
- c. Surrogate-related pregnancies and births;
- d. Adoptions of a child; and
- e. Foster child-care placement situations.

6. **Time Periods for Eligibility:**

a. **Pre-Natal:**

(i) **Certification; Commencement; 6 Month Limitation.** The Pre-Natal Benefit is available only prior to delivery/birth and the Participant must be deemed unable to work by the Participant's medical doctor (or other medical professional approved by the Trustees). The Certification must indicate that the Participant is not able to work due to physical limitations arising from the pregnancy. Eligibility for the Pre-Natal Benefit shall not commence prior to the fourth (4th) month of pregnancy and shall not exceed six (6) months total. The cumulative Pre-Natal Benefit may be intermittent, subject to the Maternity Benefit Limits. After six (6) months, Pre-Natal Benefit payments shall cease, regardless of whether or not the Participant is able to return to work.

(ii) **Re-Certification.** Upon written request from the LMCI, or upon Welfare Trust request, a Participant may be required to provide periodic re-certification of continued disability and inability to work from the Participant's approved Medical Provider during the pregnancy.

b. **Post-Birth:**

(i) Regardless of what pre-delivery Maternity Benefits are approved and paid by the Welfare Trust, a Participant shall also be eligible to apply for up to six (6) weeks of paid leave after the birth of the child, with two (2) additional weeks available for a cesarean delivery, subject to the Maternity Benefit Limits.

7. **Maximum Maternity Benefit Program Amounts:**

a. Weekly Benefit Payment. A Weekly Maternity Benefit payment shall be equal to 66.67% of the Participant's normal weekly earnings, not to exceed a weekly maximum of Eight Hundred Dollars (\$800.00), and the calculation thereof shall not include overtime earnings;

b. Benefit Calculations. Weekly earnings shall be calculated based upon the Participant's regular hourly wage for a forty (40) hour work-week. Maternity Benefits shall be calculated and apportioned at the rate of One-Seven (1/7) of the weekly Benefit for each day of the Participant's disability, if less than a full week. Maternity Benefit payments are calculated using this formula: 66.67% of the Participant's regular hourly wage x 2080/52 = Weekly Maternity Benefit (with an \$800 weekly cap); and

c. Other Weekly Disability Benefits. The Weekly Maternity Benefit may be paid in addition to any Weekly Disability Benefit that Participant qualifies for and receives under the Welfare Trust Plan; however, the total combined Weekly Maternity Benefit and Weekly Disability Benefit may not exceed the weekly gross wages that the Participant would receive if Participant was then able to work a forty (40) hour work week.

8. Maternity Benefit Program Administration, Condition and Reporting:

a. Notice of Adoption of Program and Agreement Condition. The Welfare Trust shall notify the LMCI in writing that it has adopted the Maternity Benefit Program, its Effective Date and shall enter into such other reimbursement agreement with the LMCI as may be approved by the Board ("LMCI Agreement"). The LMCI Agreement shall be a pre-condition to the commencement and operation of the Maternity Benefit Program ("LMCI Agreement Condition").

b. Applications. Participant Benefit Applications shall be signed, dated and submitted to the Welfare Trust, through its Administrator, which shall verify the Participant's eligibility under the Maternity Benefit Program criteria.

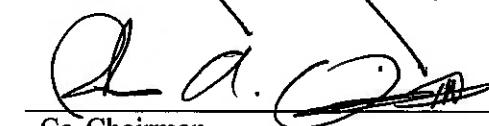
c. Regular Notice of Paid Benefits. The Welfare Trust shall regularly (not less than quarterly) notify the LMCI of each reimbursable Maternity Benefit paid to a Plan Participant.

d. Utilization Cooperation. The Welfare Trust shall cooperate with the LMCI by confidentially providing reasonably requested Participant qualification and Maternity Benefit Program information before reimbursement by the LMCI, including periodic utilization information for reasonable LMCI budgeting purposes.

All other terms and provisions of the Welfare Trust Plan shall remain unchanged and in full force and effect as of the Effective Date.



Chairman



Co-Chairman

