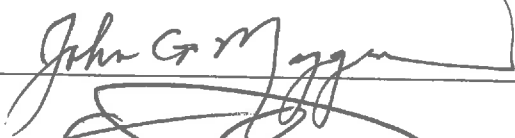
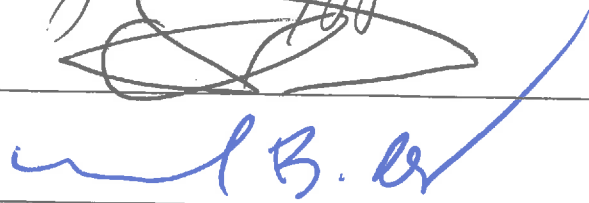
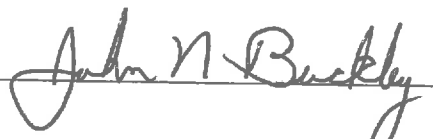


**NORTHERN CALIFORNIA GLAZIERS, ARCHITECTURAL  
METAL AND GLASSWORKERS PENSION PLAN**

**(2015 Restatement)**





The Northern California Glaziers, Architectural Metal and Glassworker Pension Plan is hereby revised in its entirety to read as set forth in the revised Northern California Glaziers, Architectural Metal and Glassworker Pension Plan (2015 Restatement) attached hereto effective July 1, 2015.

EMPLOYER TRUSTEES

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Dated: November 4, 2015

UNION TRUSTEES

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Dated: November 4, 2015

**NORTHERN CALIFORNIA GLAZIERS, ARCHITECTURAL  
METAL AND GLASSWORKERS PENSION PLAN**

**(Amended and Restated as of July 1, 2015)**

**NORTHERN CALIFORNIA GLAZIERS, ARCHITECTURAL  
METAL AND GLASSWORKERS PENSION PLAN**

**(2015 Restatement)**

SUMMARY OF CONTENTS

	<u>Page</u>
PREAMBLE.....	1
ARTICLE A - DEFINITIONS .....	2
1. Plan and Trust .....	2
2. Joint Board .....	2
3. Employer.....	2
4. Union.....	2
5. Covered Service .....	2
6. Connecting Noncovered Service.....	2
7. Hours of Service .....	3
8. Weekly Contribution Rate and Work Jurisdiction.....	4
9. Plan Year.....	4
10. Actuarial Equivalent .....	4
11. Noncovered Glazing Service .....	5
12. Qualifying Contributions .....	5
13. Noncovered Employer Service .....	6
14. Collectively Bargained Employee.....	6
15. Alumni .....	6
16. Terms Defined Elsewhere .....	7
ARTICLE B - PARTICIPATION, BREAKS IN SERVICE AND VESTING.....	9
1. When Participation Begins .....	9
2. When Participation Ends.....	9
3. Breaks in Service .....	9
4. Vesting .....	10
5. Alumni Participation Rules.....	10
ARTICLE C - CREDITS FOR PAST AND FUTURE SERVICE .....	12
1. Service Credits .....	12
2. Computing Past Service Credits .....	12
3. Computing Future Service Credits.....	13
4. Alternative Method of Determining Vesting Credits.....	14
5. Reciprocal Service Credits.....	14
6. Loss of Credits and Their Reinstatement.....	15
7. Work in Covered Service After Benefits Start.....	15
ARTICLE D - BENEFITS PAYABLE AT NORMAL RETIREMENT AGE.....	17
1. Normal Retirement Age .....	17
2. Normal Retirement Benefits .....	17
3. Maximum Benefits.....	19
4. Minimum Normal Retirement Benefits .....	19
5. Compensation .....	20
ARTICLE E - BENEFITS PAYABLE AT OTHER THAN NORMAL RETIREMENT AGE .....	21

1.	Early Retirement Benefits .....	21
2.	Disability Retirement Benefits .....	21
3.	Late Retirement.....	22
4.	Service Pensions .....	22
5.	Required Beginning Date.....	22
ARTICLE F - MARITAL ANNUITIES .....		24
1.	General Rules .....	24
2.	No Elections.....	25
3.	Marriage Requirements.....	25
4.	Miscellaneous Provisions.....	26
5.	Default Schedule 50% Marital Annuity.....	26
ARTICLE G - PAYMENT OF BENEFITS.....		27
1.	Applying for Benefits.....	27
2.	When Benefits Begin .....	27
3.	When Benefits End .....	28
4.	Optional Methods of Payment .....	28
5.	Designation of Beneficiaries.....	29
6.	Persons to Whom Benefits Payable .....	29
7.	Benefits Improperly Paid .....	31
8.	How Re-employment Affects Benefits .....	31
9.	Single Sum Payments of Small Benefits.....	35
10.	Required Beginning Date.....	35
ARTICLE H - ADMINISTRATION AND CLAIM PROCEDURES .....		36
1.	Administration .....	36
2.	Claim Procedures .....	36
ARTICLE I - AMENDMENT, TERMINATION AND MERGER .....		37
1.	Amendment.....	37
2.	Termination.....	37
3.	Merger.....	38
ARTICLE J - LEGAL MAXIMUM AMOUNT OF BENEFITS .....		39
1.	Principle .....	39
2.	Single Plan .....	39
3.	Limitation Year.....	39
4.	Aggregation or Combination .....	39
5.	Compensation .....	39
6.	Dollar Limitation .....	39
7.	Minimum Benefits .....	40
8.	Annual Benefit .....	40
9.	Adjustments For Form of Benefit .....	40
10.	Increases of Benefits .....	40
ARTICLE K - CONTINGENT TOP-HEAVY RULES.....		41
1.	General Rule .....	41
2.	Determination of Top-Heavy Status .....	41
3.	Special Vesting and Minimum Benefit Rules.....	42
ARTICLE L - ELIGIBLE ROLLOVER DISTRIBUTIONS .....		44
1.	Transfers to the Plan .....	44
2.	Transfers from the Plan .....	44

3.	Definitions .....	44
<b>ARTICLE M - REEMPLOYMENT UNDER THE UNIFORMED</b>		
<b>SERVICEEMPLOYMENT AND REEMPLOYMENT RIGHTS ACT .....</b>		
1.	Definitions.....	46
2.	Breaks in Service .....	46
3.	Years of Vesting Credit.....	46
4.	Benefit Accruals.....	46
5.	Notice .....	47
6.	Cost .....	47
7.	HEART Act .....	47
<b>ARTICLE N - MINIMUM DISTRIBUTION REQUIREMENTS .....</b>		
1.	General Rules.....	48
2.	Time and Manner of Distribution. ....	48
3.	Determination of Amount to be Distributed Each Year.....	49
4.	Requirements for Annuity Distributions that Commence During Participant's Lifetime .....	50
5.	Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin .....	50
6.	Definitions.....	51
<b>ARTICLE O - EGTRRA AMENDMENTS .....</b>		
<b>APPENDIX A.....</b>		
<b>APPENDIX B .....</b>		
<b>APPENDIX C .....</b>		

**NORTHERN CALIFORNIA GLAZIERS, ARCHITECTURAL  
METAL AND GLASSWORKERS PENSION PLAN**

**(2015 Restatement)**

**PREAMBLE:** This document sets forth the provisions of the Plan as revised effective July 1, 2015 to comply with the Employee Retirement Income Security Act of 1974 (hereafter referred to as "ERISA"). It applies to all Participation in the Plan on or after July 1, 2015. Unless specifically provided elsewhere herein, it does not apply to persons who receive benefits effective prior to that date, nor to persons whose Participation terminated prior to that date under earlier Plan provisions, except with respect to renewed Participation after that date.

## ARTICLE A - DEFINITIONS

### 1. Plan and Trust

“Plan” means the Pension Plan set forth in this document, which was originally established July 1, 1963. “Trust” means the Trust established pursuant to the “Trust Agreement” under which this Plan is administered.

### 2. Joint Board

“Joint Board” means the Joint Board of Trustees appointed as Administrator of the Plan and Trust in accordance with the Trust Agreement.

### 3. Employer

An “Employer” is any legal entity which qualifies as an Employer under the Trust Agreement and which is contributing to the Trust on behalf of employees who work in Covered Service.

### 4. Union

“Union” means any local union of the Glaziers, Architectural Metal and Glass Workers Union which qualifies as such under the Trust Agreement and which is party to collective bargaining agreements with Employers requiring contributions to the Trust on behalf of employees who work in Covered Service.

### 5. Covered Service

“Covered Service” is a classification of employment subject to federal tax withholding for which an Employer is obligated to contribute to the Trust in accordance with the Trust Agreement. It includes (without limitation) all employment subject to collective bargaining agreements between Unions and Employers requiring contributions to the Trust, and employment of Alumni whose service is treated as Covered Service under Article B.

Covered Service does not include work performed by a sole proprietor or partner, or his or her spouse.

Covered Service is credited for all purposes hereunder.

### 6. Connecting Noncovered Service

“Connecting Noncovered Service” is employment for an Employer which is subject to federal tax withholding, and which is not Covered Service, but which immediately follows or precedes Covered Service with an Employer and which occurs while that Employer is obligated to contribute hereto for employees in Covered Service. For purposes of this definition, if the Joint Board determines that an Employer continues to contribute to this Plan as a successor to a predecessor Employer, then service with the predecessor Employer shall be treated as service for the successor Employer.

Connecting Noncovered Service is credited for Participation and Vesting purposes, but not for Benefit Accrual purposes. Except for the purpose of determining eligibility to participate, Connecting Noncovered Service is not credited for service before July 1, 1976.

Whenever Connecting Non-Covered Service is used to determine a Participant’s

eligibility for a Service Pension pursuant to Article E-4, such Connecting Non-Covered Service will be credited as follows:

- (a) in accordance with the hours actually worked, if known, or
- (b) if the hours actually worked are not known, then at the rate of 2080 hours per year or 40 hours per week.

7. Hours of Service

Whenever the phrase "Hour of Service" is used, it refers to both Covered Service and Connecting Noncovered Service. Whenever the phrase "Hour of Covered Service" is used, only Covered Service will be taken into account and Connecting Noncovered Service will be disregarded. (As a general rule, only Hours of Covered Service are significant for Benefit Accrual purposes, whereas all Hours of Service are significant for Vesting purposes.)

In either case, an Hour of Service is:

(a) Hours Under Contribution Agreements. Each hour of employment in connection with which a contribution is properly payable to the Trust on the employee's behalf under a collective bargaining agreement between the Union and the Employer, or under any other Contribution Agreement approved by the Joint Board as provided in the Trust Agreement.

(b) Other Hours. Any other hour for which an employee is paid or entitled to payment from the Employer whether directly or indirectly through (for example) a trust fund or insurer for any of the following:

(i) Time Paid and Worked. For actual performance of duties for an Employer.

(ii) Back Pay. For each hour for which back pay is payable by the Employer, irrespective of mitigation of damages and whether pursuant to a final award or to an agreement by the Employer.

(iii) No Duplication. There shall be no duplication of Hours for which credit is available under more than one of the foregoing rules. Furthermore, whenever it is necessary to compute Hours of Service in situations where no work is performed or where pay is computed on other than an hourly basis, or to determine the computation periods to which Hours of Service will be credited, the Joint Board will establish a rule specifically permitted under applicable lawful regulations issued by the Department of Labor under ERISA, or some other rule no less favorable to the Participant.

(c) Hours of Maternity/Paternity Leave. Hours of Maternity/Paternity Leave occurring on or after July 1, 1985 shall be taken into account for purposes of determining whether the Participant has had a One Year Break in Service, as defined hereafter in Article B. Such Hours are ones during which the Participant was absent from work for any period (i) by reason of the Participant's pregnancy, (ii) by reason of the birth of the Participant's child, (iii) by reason of the placement of a child with the Participant in connection with the adoption of such child by such Participant, or (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement. Such Hours shall not be credited unless the Participant furnishes the Plan with such timely information as it may reasonably require to establish that the absence from work is for one of such reasons, and the number of days for which there was such an absence.



The number of hours credited shall be eight (8) Hours of Service per day of such absence, up to a maximum of 501 hours in connection with any one birth or placement; however, if the Plan is able to determine the Hours of Service which otherwise would normally have been credited to such individual but for such absence, that normal number of hours shall be credited instead. The hours shall be credited to the Plan Year in which the Maternity/Paternity Leave begins if the Participant would thereby be prevented from incurring a One Year Break in Service in that Plan Year; otherwise, to the immediately following Plan Year. In no event, however, will there be any duplication of hours for which credit is available under any of the foregoing rules.

8. Weekly Contribution Rate and Work Jurisdiction

A Participant's Weekly contribution Rate and the Work Jurisdiction with which he is identified determined his Past Service benefits and his benefits for Future Service earned through June 30, 1974. The Participant's Weekly Contribution Rate will be the rate which is applicable to his Work Jurisdiction at the time his benefits are to begin except as provided in paragraph D-2(d) in situations involving Breaks in Service.

(a) Weekly Contribution Rate. The Weekly Contribution Rate for periods before July 1, 1974, is determined by multiplying the hourly rate of contributions to the Plan and the straight-time work week and rounding off to the nearest twenty-five cents. Beginning July 1, 1974, the Weekly Contribution Rate shall be determined as follows:

(i) The hourly rate of contributions to the Plan that make up Qualifying Contributions shall be determined;

(ii) The result in (i) shall be multiplied by the straight-time work week; and

(iii) The result in (ii) shall be rounded off to the nearest twenty-five cents.

(b) Work Jurisdiction. The Weekly Contribution Rate used to determine a Participant's benefits depends upon the Work Jurisdiction with which he is identified. A Work Jurisdiction is a classification of employment in a particular jurisdiction for which contributions are required hereunder -- as examples, Journeymen Glaziers working under the jurisdiction of Local 169; Autoglass Workers working under the jurisdiction of Local 767; employees of Local 1621, etc. A Participant will be identified with the Work Jurisdiction under which he earned most of his last four years of Service Credits.

9. Plan Year

"Plan Year" means the fiscal year of the Plan, which is the twelve month period beginning each July 1st. The Plan Year is the basic computation period for all purposes hereunder.

10. Actuarial Equivalent

(a) General Rule. Whenever the term actuarial equivalent is used in the Plan, and no other factors are provided, the actuarially equivalent payments shall be determined based on an interest assumption of 7½% per year and a mortality assumption according to the 1983 Group Annuity Mortality Table, weighted as follows:

(i) For a Participant, 100% male and 0% female;

100% female; and (ii) For a Participant's spouse (or former spouse), 0% male and

(iii) In any other case, 50% male and 50% female.

(b) Immediate Distribution. For purposes of determining the present value of any nonforfeitable accrued benefit for purposes of immediate distribution, including the present value of a qualified joint and survivor annuity or a qualified pre-retirement survivor annuity, such present value shall be determined using the Applicable Mortality Table and the Applicable Interest Rate, which for this purpose are:

(i) The "Applicable Mortality Table" for a calendar year is the table prescribed for use in that year in regulations or Revenue Rulings under Code Section 417(e); and

(ii) The "Applicable Interest Rate" is, for a calendar year, the annual rate prescribed for use in that year in regulations or Revenue Rulings under Code Section 417(e) as specified by the Commissioner of Internal Revenue for the month of November (as published in December) immediately preceding the calendar year that contains the pension effective date or date of death.

#### 11. Noncovered Glazing Service

"Noncovered Glazing Service" means any kind of work which:

(a) is performed in the jurisdiction of any local of the Glaziers, Architectural Metal and Glassworkers Union,

(b) is performed on or after November 1, 1986, and on or after the date the Participant became eligible under this Plan, or any other Plan with which this Plan has a Reciprocity Agreement, and

(c) is, without the written authorization of the local union of the Glaziers, Architectural Metal and Glass Workers Union with jurisdiction over the company, performed for a company which (i) is doing work of the type covered by the terms of any collective bargaining agreement between any local of the Glaziers, Architectural Metal and Glass Workers Union and any Employer participating in this Plan; and (ii) is not signatory to a collective bargaining agreement with the local union of the Glaziers, Architectural Metal and Glass Workers Union with jurisdiction over the company. Such written authorization must be for a limited period of time, and shall be effective only so long as the employee abides by the terms of that written authorization and leaves such work when the local union notifies him in writing to do so.

#### 12. Qualifying Contributions

(a) General Rule. Subject to the exceptions in paragraph (b) below, "Qualifying Contributions" for service after June 30, 1974 means all contributions payable on the Participant's behalf for Covered Service, except that:

(i) Those contributions earmarked at any time to be used for supplemental payments for retired Participants shall be excluded; and

(ii) Any pension contributions diverted after July 1, 1999 to the Northern California Glaziers Excess Benefit Plan shall be included in calculating a Participant's

## Qualifying Contributions.

(iii) Those contributions earmarked at any time to be used for deficit reduction rather than benefit accrual shall be excluded.

(iv) The Trustees may earmark a portion of contributions to be used for deficit reduction rather than benefit accrual. The Trustees may do this on a cents per hour basis, a percentage basis, or any other basis they in their discretion deem appropriate. The Trustees' decisions in this regard shall be set forth in Appendix C from time to time.

(b) Exceptions. For payroll periods ending on or before June 30, 1995, the following exceptions will be applied to the general definition in paragraph (a) above:

(i) For payroll periods beginning after July 1, 1974 and ending on or before June 30, 1995, any contributions earmarked to provide for retiree medical benefits are excluded.

(ii) For payroll periods beginning after July 1, 1983, and ending on or before June 30, 1995, Qualifying Contributions shall include an additional sum equal to 16 cents times the number of Hours of Covered Service earned.

(iii) For payroll periods beginning after July 1, 1991, and ending on or before June 30, 1995, Qualifying Contributions shall include all amounts diverted under the collective bargaining agreements to the Northern California Glaziers, Architectural Metal and Glassworkers Welfare Plan or the Glaziers and Glassworkers Local 767 Health and Welfare Plan up to a maximum of \$1.00 per Hour of Covered Service.

### 13. Noncovered Employer Service

"Noncovered Employer Service" is work by a vested Participant for an Employer which is not covered by a collective bargaining agreement requiring contributions to this Plan which is performed while the Employer is required to contribute to this Plan on behalf of employees who work in Covered Service. It can include Connecting Noncovered Service, but it only includes actual work performed for an Employer and does not include any service for which the individual did not perform work, such as service attributable to back pay awards, vacations, leaves of absence, or other excused absences whether paid or not. Noncovered Employer Service does not have to be connecting or continuous with Covered Service, but only work after a Participant is vested in this Plan's benefits can count as Noncovered Employer Service.

### 14. Collectively Bargained Employee

A "Collectively Bargained Employee" is an employee who is included in a unit of employees covered by a collective bargaining agreement requiring contributions to this Plan.

### 15. Alumni

An "Alumni" is a noncollectively bargained employee who benefits under the Plan and is treated as a Collectively Bargained Employee for purposes of meeting federal rules on minimum participation and anti-discrimination, but not with respect to vesting rules. To be an Alumni, the employee must have accrued a benefit under this Plan while being a Collectively Bargained Employee, must be employed by an Employer having a collective bargaining agreement requiring contributions to this Plan, or the Union or the Plan and must participate in the Plan pursuant to a written Contribution Agreement which provides for the employee to benefit under the Plan.

16. Terms Defined Elsewhere

Terms defined elsewhere herein are as follows:

Terms Defined in Article B:

“Participation Date”  
“Participation”  
“One Year Break in Service”  
“Permanent Break in Service”  
“Vesting”

Terms Defined in Article C:

“Service Credits”  
“Past Service”  
“Future Service”  
“Vesting Credit”  
“Benefit Accrual Credit”  
“Reciprocal Service”  
“Initial Work Jurisdiction”  
“Continuous Employment”

Terms Defined in Article D:

“Normal Retirement Age”  
“Normal Retirement Benefits”  
“Compensation”  
“Computation Break in Service”

Terms Defined in Article E:

“Early Retirement Benefits”  
“Disability Retirement Benefits”  
“Disabled”  
“Required Beginning Date”  
“5-Percent Owner”

Terms Defined in Article F:

“100% Marital Annuity”  
“50% Marital Annuity”  
“Pre Retirement Marital Annuities”

Terms Defined in Article G:

“Qualified Domestic Relations Order”  
“Suspendible Service”  
“Industry Service”

Terms Defined in Article J:

“Limitation Year”

Terms Defined in Article K:

“Top Heavy”  
“Key Employees”  
“Top Heavy Employees”  
“Average Top Heavy Compensation”

Terms Defined in Article L:  
“Eligible Rollover Distribution”  
“Eligible Retirement Plan”  
“Distributee”  
“Direct Rollover”

Terms Defined in Article M:  
“USERRA”  
“Qualified Military Service”

## ARTICLE B - PARTICIPATION, BREAKS IN SERVICE AND VESTING

### 1. When Participation Begins

Employees of Employers shall become Participants upon earning 435 Hours of Service (including at least one Hour of Covered Service) within a single Plan Year. The employee's "Participation Date" will be the first day of the month following the month in which this requirement is first met.

Persons who were Participants before July 1, 1976 and were still Participants on that date will retain their original Participation Dates.

### 2. When Participation Ends

Participation ends when the Participant dies or when the Participant has two consecutive One Year Breaks in Service. However, Participation cannot end except by death once a Participant becomes Vested. As provided hereafter, termination of Participation results in a loss of accumulated Credits.

A former Participant may again become a Participant upon meeting the requirements set forth above.

### 3. Breaks in Service

(a) A "One-Year Break in Service" occurs at the end of any Plan Year after July 1, 1976, when a Participant or former Participant fails to earn at least 435 Hours of Service, including, for this purpose only, any Hours of Maternity/ Paternity Leave credited after July 1, 1985. However, no Plan Year shall be considered a One-Year Break in Service if,

(i) for at least half of that Plan Year, the Participant was employed as a glazier or glass worker with any agency of the United States Government anywhere in the world, or with any state or local government agency in an area where Future Reciprocal Service Credits could be earned if the work were for a private employer; or

(ii) the Participant received any Vesting Credit for the Plan Year due to military service as provided under paragraph 3(d) of Article C; or

(iii) for at least half of that Plan Year, the Participant was employed by a glaziers apprenticeship plan, a district council covering glaziers, or as an organizer at a non-union company as certified by the Union with jurisdiction over the area in which the non-union company is located;

(iv) for at least half of that Plan Year, the Participant was employed by the International Brotherhood of Painters and Allied Trades; or

(v) the Participant had not incurred a One-Year Break in Service in the prior Plan Year, and for at least half of the current Plan Year the Participant was employed by the company which administered the Plan during that Plan Year.

(b) A "Permanent Break in Service" occurs at the end of any Plan Year after July 1, 1976 for a Participant or former Participant who is not Vested when the number of consecutive One-Year Breaks in Service equals or exceeds the number of Years of Vesting Credit accumulated before the first of such consecutive One-Year Breaks in Service. However, for Participants or former Participants who have not had a Permanent Break in Service before

July 1, 1985, no Permanent Break in Service can occur before the Participant or former Participant has at least five (5) consecutive One-Year Breaks in Service. As provided hereafter, accumulated Credits lost as a result of a termination of Participation cannot be reinstated after a Permanent Break in Service occurs. (No Permanent Break in Service can occur during Plan Years beginning before 1978 unless a permanent forfeiture of credits would also have occurred under the rules in effect during the Plan Year which began in 1975.)

(c) Breaks Prior to July 1, 1976. For Plan Years ended prior to July 1, 1976, the Pre-ERISA two-year Break in Service Rule set forth in Appendix A will apply and its consequences generally will be determined in accordance with the Plan provisions which were in effect when that Break occurred. For purposes of paragraph 6 of Article C, such Pre-ERISA two-year Breaks in Service will be treated as Permanent Breaks in Service.

#### 4. Vesting

(a) After 1976. Employees whose service was not broken on July 1, 1976 and who participated in the Plan after that date will become Vested as follows:

(i) Any such Participant will become Vested when he either,

(I) reaches Normal Retirement Age; or

(II) accumulates 1-½ Years of Future Service Benefit Accrual Credit and is at least age 52, provided he is still a Participant when both of these requirements are met.

(ii) Any such Participant who did not have one Hour of Service on or after July 1, 1989 became Vested when he accumulated 10 Years of Vesting Credit.

(iii) Participants whose accrual of benefits under the Plan is a result of work under a collective bargaining agreement become vested,

(I) if they do not have at least one Hour of Service on or after July 1, 1997, when they accumulated 10 Years of Vesting Credit; or

(II) If they have at least one Hour of Service on or after July 1, 1997, when they accumulate 5 Years of Vesting Credit;

(iv) Participants whose accrual of benefits under the Plan is not a result of work under a collective bargaining agreement and who have at least One Hour of Service on or after July 1, 1989, will become Vested when they accumulate 5 Years of Vesting Credit.

(b) Before 1976. Employees whose service was broken on July 1, 1976, had their Vesting determined in accordance with the Plan rules then in effect, except with respect to renewed participation after that date, if any, which is governed by subparagraph (a) above.

(c) Effect of Vesting. Once Participants become Vested, their rights to their accrued benefits are not thereafter forfeitable, even for cause.

#### 5. Alumni Participation Rules

For periods prior to July 1, 1994, an Alumni participating in the Plan pursuant to a

written Contribution Agreement will have all of his Hours of Service with his Employer which are covered by such Contribution Agreement treated as Hours of Service as a Collectively Bargained Employee to the extent provided in the Contribution Agreement. For periods beginning on or after July 1, 1994, an Alumni's Hours of Service will be treated as Hours of Covered Service for all purposes of the Plan in accordance with the following rules:

(a) An Alumni who performs service for one or more Employers, for the Plan, or for the Union, both as a Collectively Bargained Employee and as a noncollectively bargained employee during a Plan Year will be treated as a Collectively Bargained Employee for the entire Plan Year if at least half of the Alumni's Hours of Service during the Plan Year were performed as a Collectively Bargained Employee if the Contribution Agreement covering him so provides.

(b) An Alumni who was a Collectively Bargained Employee during a Plan Year (or treated as such under other provisions of this paragraph 5 with respect to all of his Hours of Service during a Plan Year) will be treated as a Collectively Bargained Employee with respect to all his Hours of Service for the duration of the collective bargaining agreement in effect during that Plan Year, or if later, until the end of the following Plan Year if the Contribution Agreement covering him so provides.

(c) An Alumni who was treated as a Collectively Bargained Employee under subparagraph (b) above, will be treated as a Collectively Bargained Employee thereafter, providing the Alumni is performing services for an Employer, the Plan, or the Union, and the Contribution Agreement covering him so provides. This subparagraph (c) will not apply if more than five percent of the employees covered by the Plan are noncollectively bargained employees determined without application to this subparagraph (c). Employees treated as Collectively Bargained Employees under subparagraphs (a) and (b) will be deemed to not be noncollectively bargained employees for purposes of this subparagraph (c).



## ARTICLE C - CREDITS FOR PAST AND FUTURE SERVICE

### 1. Service Credits

A Participant's Years of Service Credit determine his Vested status; they also determine the amount of his benefits for all Plan Years through June 30, 1974. Beginning July 1, 1974, they are significant only for purposes of determining Vested status and the amount of the Pre Retirement Death Benefit.

Years of Service Credit taken into account for Vesting purposes are called "Vesting Credits." Years of Service Credit taken into account when determining Benefits are called "Benefit Accrual Credits."

Service Credits include Past Service Credits, Future Service Credits and Reciprocal Service Credits. These are described in detail in the succeeding paragraphs of this Article.

### 2. Computing Past Service Credits

(a) Past Service Credits For Vesting and Benefit Accruals. A person who became a Participant in the Plan before July 1, 1976 may receive Past Service Credits for both Vesting and Benefit Accruals for employment in an appropriate Work Jurisdiction during the Past Service period of the Participant's Initial Work Jurisdiction, as defined in subparagraph (i) below. Such Past Service will be determined as follows:

(i) Period of Past Service. Past Service for both Vesting and Benefit Accrual purposes is employment prior to the date that contributions were first required for the Work Jurisdiction in which the Participant earned his first Hour of Covered Service (the Participant's "Initial Work Jurisdiction"). The Past Service period is January 1, 1937 through June 30, 1963 except for the following Work Jurisdictions:

(I) For Oakland, San Francisco, San Jose and Fresno Allied Workers and for Sacramento Auto Glass and Shower Door Workers, the Past Service period is January 1, 1946 through June 30, 1972.

(II) For Sacramento Allied Workers, the Past Service period is July 1, 1947 through November 30, 1973.

(III) For Fresno, San Francisco, San Jose and Oakland Shower Door Workers, the Past Service period is January 1, 1948 through June 30, 1974.

(ii) Eligibility. A Participant will qualify for Past Service Credits for both Vesting and Benefit Accruals under this paragraph (a) only if (I) he has 1 ½ Years of Future Service Benefit Accrual (however, this requirement does not apply to any Participant who worked at some time during 1962 under a collective bargaining agreement which provided for this Plan or a reciprocal plan or under the immediate predecessor of any such collective bargaining agreement), and (II) he did not have a Pre ERISA Break in Service as defined in Appendix A. (A Pre ERISA Break in Service can occur prior to a Participant's Participation Date if the Participant does not complete enough hours of credit between the end of his Initial Work Jurisdiction's Past Service period and his Participation Date.)

(iii) Amount. If a Participant is eligible for Past Service Credit for both Vesting and Benefit Accruals, he will receive one quarter (1/4) of a Year of Credit for every calendar quarter in which he performed any work in Covered Past Service (no matter how

much or how little), up to a maximum of 20 years. Covered Past Service is employment during the Participant's applicable past service period in any of the following capacities:

(I) Employment in the Participant's Initial Work Jurisdiction, or any other Work Jurisdiction that became part of this Plan at the same time as his Initial Work Jurisdiction,

(II) Employment with a Union which participates as an Employer hereunder on behalf of its employees (unless that employment is covered by another negotiated pension plan), or

(III) Military service for which the laws of the United States guaranteed the employee reemployment rights in employment of the type described in (I) or (II) above, provided that the employee returned to such employment within the time allowed by law for exercising such reemployment rights.

(b) Additional Past Service Credits For Vesting Only. Under paragraph (a) above, a Participant can receive Past Service Credits only for employment during the past service period of his Initial Work Jurisdiction. In addition, a person who became a Participant in the Plan before July 1, 1976 may also receive additional Vesting Credit for Continuous Employment in Work Jurisdictions other than those described in (a)(iii)(I) above. Such additional Past Service Vesting Credit will be determined as follows:

(i) Continuous Employment. A Participant's employment will be considered to be continuous prior to his Participation Date back to the most recent calendar quarter preceding which there were eight (8) consecutive calendar quarters during which the Participant did not have any employment in any Work Jurisdiction or in the capacities listed in subparagraphs (iii)(I) and (iii)(II) of paragraph (a).

(ii) Eligibility. A Participant will qualify for these additional Past Service Vesting Credits if he has 1 ½ Years of Future Service Benefit Accrual.

(iii) Amount. If a Participant is eligible for these additional Past Service Vesting Credits, he will receive one quarter (1/4) of a Year of Vesting Credit for every calendar quarter in which he performed any work (no matter how much or how little) during the period of his Continuous Employment in Work Jurisdictions other than those described in (a)(iii)(I) above.

(iv) Trustees' Discretion. The Trustees may, in their discretion, give additional Past Service Vesting Credits only in such other instances as they deem necessary for the Plan provisions to operate equitably in cases where Participants have worked in more than one Work Jurisdiction.

(c) Overriding Limitation. In no event shall the rules in paragraphs (a) and (b) above operate so as to give more than one quarter (1/4) of a Year of Past Service Vesting or Benefit Accrual Credit for any calendar quarter.

### 3. Computing Future Service Credits

Future Service Credits are computed as follows:

(a) From July 1, 1963 through June 30, 1974, a Participant will receive 1/1,800 of a Year of both Vesting and Benefit Accrual Credit for every Hour of Covered Service, with a maximum of one Year of Credit for any Plan Year.

(b) From July 1, 1974 through June 30, 1976, a Participant will receive 1/1,620 of a Year of both Vesting and Benefit Accrual Credit for every Hour of Covered Service, with no maximum on the number of Years of Credit which can be earned in any Plan Year.

(c) Beginning July 1, 1976, a Participant will receive 1/1,620 of a Year of Vesting Credit for every Hour of Service and 1/1,620 of a Year of Benefit Accrual Credit for every Hour of Covered Service, with no maximum on the number of Years of Credit which can be earned in any Plan Year, except that Hours of Connecting Noncovered Service in excess of that necessary to receive exactly one Year of Vesting Credit will not be counted. No Credit will be given for Hours of Service in any Plan Year when an employee is not a Participant, except for the Plan Year preceding the Plan Year in which initial Participation begins.

(d) Vesting Credit will also be given for military service on or after July 1, 1963, for which the laws of the United States guarantee the Participant reemployment rights in Covered Future Service, provided that the Participant returns to Covered Future Service within the time allowed by law for exercising the re employment rights. Such military service will be credited on the basis of one quarter (1/4) of a year of Credit for every calendar quarter in which any such service was performed; but to avoid duplication of Credit, no Credit will be given for any Hours of Service earned during the same quarter.

#### 4. Alternative Method of Determining Vesting Credits

Instead of determining Vesting Credits under paragraphs 2 and 3 above, if it is to the Participant's advantage, his Vested status will be computed on the basis of one Year of Vesting Credit for each Plan Year beginning after June 30, 1963 in which the Participant earned at least 870 Hours of Service, with no Credit for any Plan Year in which less than 870 Hours were earned and no Credit for Past Service.

#### 5. Reciprocal Service Credits

Reciprocal Service is employment recognized by one or more of the following reciprocating Trusts, so long as they also give reciprocal credit for employment recognized by this Trust:

Western Glaziers Retirement Trust of Oregon and  
South Western Washington

Western Glaziers Retirement Fund, Seattle,  
Washington

Southern California Glaziers and Glassworkers  
Pension Plan

Hawaii Glaziers & Glassworkers Pension Fund

Joint Industry Pension Funds of all District Councils  
and Local Unions Affiliated with the International  
Brotherhood of Painters and Allied Trades

This Trust will only give Vesting Credit for Reciprocal Service. No Benefit Accrual Credit is given for Reciprocal Service. The method of crediting Reciprocal Service and the specific purposes for which it will be taken into account will be determined by the Joint Board consistently with any agreements between it and the reciprocating Trusts.

6. Loss of Credits and Their Reinstatement

(a) General Rule. If Participation terminates due to having two consecutive One-Year Breaks in Service before becoming Vested, all Vesting and Benefit Accrual Credits accumulated at the time of that termination will be lost.

(b) Reinstatement. All Credits lost under subparagraph (a) will be reinstated if the former Participant again becomes a Participant before a Permanent Break in Service occurs; otherwise, the lost Credits will not thereafter be reinstated except as provided in subparagraph (c) below.

(c) Exceptions. The general rule will not be followed in the following situations:

(i) Pre-ERISA Service. In no event will Vesting Credits be reinstated which had been lost before July 1, 1976. Benefit Accrual Credits lost prior to July 1, 1976 will, in general, not be reinstated, provided, however, that if the Participant earns a vested Benefit not taking into account any Vesting Credits that were permanently forfeited, certain of his or her years of participation prior to July 1, 1976 will be taken into account in determining the Participant's accrued benefit if the Participant had a pre-ERISA two-year Break in Service but did not have a Permanent Break in Service as defined in paragraph 3(b) of Article B (without regard to the July 1, 1976 date). In such cases, years of participation from the Participant's Participation Date up to July 1, 1976, but no Past Service Credits, will be counted in determining the Participant's accrued benefit. The accrued benefit of the Participant for such period shall be his accrued benefit as determined under the Plan in effect on June 30, 1976, (including any plan rules freezing benefits at the rates in effect at the end of any two-year Break).

(ii) Curing of Permanent Break in Service. A Permanent Break in Service will be cured if the Participant either:

(I) Earns at least six (6) Years of Vesting Credit for work under this Plan's jurisdiction (not including any Reciprocal Service Credits) after the date of the Permanent Break in Service without an intervening Permanent Break in Service, or

(II) Is an Employer, or has a controlling interest in an Employer, which is required to contribute to the Plan under a collective bargaining agreement, actually covers glaziers or glass workers under that agreement, and contributes to the Plan on behalf of such glaziers or glass workers during six (6) consecutive Plan Years beginning on or after July 1, 1994.

Once a Permanent Break in Service is cured, all of a Participant's previously forfeited Benefit Accrual Credits and Vesting Credits will be restored. The benefit freeze rules of Article D-2(d) or its successor, will still be applied to these reinstated Credits.

7. Work in Covered Service After Benefits Start

Participants who begin to receive Retirement Benefits and thereafter work in Covered Service may accrue additional benefits based upon additional contributions received as follows:

(a) If the Participant's Benefit is not, or should not be, suspended for such work, then if the Participant works in Covered Service in any Plan Year after retirement, the Participant's benefit will be increased annually, as a separate identifiable component, effective July 1 following the Plan Year in which such additional benefits accrue. Such additional amount

will be paid as soon after July 1 as administratively possible in the same form and type as the Participant's nonsuspended benefit. If the new benefit portion is payable as a reduced early retirement benefit, the Participant's age at the end of the Plan Year will be used to calculate the early retirement reduction factor.

(b) If the Participant's Benefit is suspended, then on re-retirement the Participant's benefit will be adjusted as provided in Article G-8.

(c) If the Participant does not retire, but is required to begin receiving benefits at age 70-1/2 under Article E-5, then the Participant's benefit will be adjusted as provided therein.

## ARTICLE D - BENEFITS PAYABLE AT NORMAL RETIREMENT AGE

### 1. Normal Retirement Age

A person will be eligible for Normal Retirement Benefits upon reaching Normal Retirement Age while a Participant. Normal Retirement Age is the earlier of the dates specified in (a) and (b) below:

(a) The date the Participant is both at least age 62 and Vested; or

(b) The later of the date the Participant attains age 65 or reaches one of the following anniversaries of his Participation Date (as defined in Article B-1):

(i) For Participants with at least one Hour of Covered Service on or after July 1, 1988, the 5th anniversary;

(ii) For all other Participants, the 10th anniversary.

(c) For purposes of subparagraph (b), the number of a Participant's anniversaries will be determined under the following rules:

(i) Until a person has a Permanent Break in Service, the yearly return of a person's original Participation Date will constitute an anniversary if the person is a Participant on that date.

(ii) After a person has a Permanent Break in Service, all prior service, including accumulated anniversaries, is permanently forfeited, and hence if the person again becomes a Participant, his anniversaries will be measured from his new Participation Date.

A Participant's Normal Retirement Benefit is vested and nonforfeitable upon attainment of his Normal Retirement Age.

### 2. Normal Retirement Benefits

(a) Future Service Benefits earned after June 30, 1974. Subject to the provisions of subparagraphs (d) and (f), the benefit for Future Service earned during payroll periods ending after June 30, 1974 is based on Qualifying Contributions as defined in Article A-12. The amounts of benefits earned during this period are determined as follows:

(i) For service during payroll periods ending on or after July 1, 1974, and ending on or before June 30, 2002, the benefit is 5.0 percent of Qualifying Contributions.

(ii) For service during payroll periods ending on or after July 1, 2002, and ending on or before June 30, 2003, the benefit is 2.6 percent of Qualifying Contributions.

(iii) For service during payroll periods ending on or after July 1, 2003, and ending on or before June 30, 2005, the benefit is 1.3 percent of Qualifying Contributions.

(iv) For service during payroll periods ending on or after July 1, 2005, the benefit is 1.0 percent of Qualifying Contributions.

(b) Future Service Benefits Earned from July 1, 1963 through June 30, 1974. The maximum benefit for Future Service earned from July 1, 1963, through June 30, 1974, is \$37.50 for each year of Benefit Accrual Credit. This maximum will apply to a Participant whose Weekly Contribution Rate is \$40.75 or higher. In all other cases, the maximum will be \$35.23 rather than \$37.50; this lower maximum will apply to a Participant whose Weekly Contribution Rate is at least \$30 and will be proportionately reduced for lower Weekly Contribution Rates.

(c) Past Service Benefits. The maximum Past Service Benefit is \$37.50 for each Year of Past Service Credit. This maximum will apply to a Participant whose Weekly Contribution Rate is at least \$22 and will be proportionately reduced for lower Weekly Contribution Rates.

(d) Special Benefit Freeze Relating to Breaks in Service. This subparagraph (d) applies to any Participant who had a Computation Break in Service as defined hereafter.

(i) Computation Break in Service. A Computation Break in Service occurs when a Participant has either a pre-ERISA Two-Year Break in Service or has two consecutive Post-ERISA One-Year Breaks in Service. For purposes of determining whether a Computation Break in Service has occurred, Connecting Non-Covered Service before July 1, 1976 will be credited for any Participant who has at least One Hour of Service on or after January 1, 1988.

(ii) Frozen Benefit Rule. Except for the exceptions listed in subparagraph (iii), benefits for employment prior to any such Computation Break in Service (whether Retirement Benefits, Death Benefits or any other Plan Benefits) will not be greater than as determined in accordance with the facts and Plan benefit amount provisions (including the percentage multiplier) in effect at the end of the Computation Break in Service period. The Computation Break in Service period ends on the last day of the Participant's Pre-ERISA Two-Year Break in Service or on the last day of a Participant's two consecutive Post-ERISA One-Year Breaks in Service.

(iii) Exceptions to Frozen Benefit Rule.

(I) For any Participant who retires or dies on or after July 1, 1997, the early retirement reduction factor set forth in Article E-1 at the time of retirement will be applied, even if the Participant had a Computation Break in Service before then.

(II) For any Participant who retires or dies after July 1, 1997, the form of benefit and pre-retirement spousal annuities in effect at the time of retirement or death will be applied, even if the Participant had a Computation Break in Service before then.

(III) The frozen benefit rule set forth in subparagraph (d)(ii) will be waived once for a Vested Participant who dies or retires if he or she returns to Covered Service after the last day of his or her Computation Break in Service period and thereafter earns at least two Years of Vesting Credit, and either of the following two conditions are met:

(A) The number of his or her Years of Vesting Credit for work under this Plan's jurisdiction (not including Reciprocal Service Credit) earned after the date of the Computation Break in Service equals or exceeds the number of his or her One-Year Breaks in Service incurred since the first day of the first Plan Year of his or her Computation Break in Service period; or

(B) The number of his or her Years of Vesting Credit (not including Reciprocal Service Credit) earned for work under this Plan's jurisdiction after the date of the Computation Break in Service is 6 or more.

The waiver under this subparagraph (III) will be applied only the first time a Participant qualifies for it, and any benefits frozen either before or after that one Computation Break in Service will remain frozen.

(e) Special Rule Relating to Retirees. Benefits for retired Participants will not be affected by any Plan improvements except as may be specifically provided for in any Plan amendment changing benefits for Participants already retired.

(f) Special Benefit Freeze Rule Relating to Noncovered Glazing Service. This subparagraph (f) applies to any Participant who works in Noncovered Glazing Service after July 1, 1994.

(i) Frozen Benefit Rule. Except for the exceptions listed in subparagraph (ii), benefits for employment prior to work in Noncovered Glazing Service (whether Retirement Benefits, Death Benefits or any other Plan Benefits) will be frozen, which means they will be based on the facts and Plan provisions (including the percentage multiplier, retirement ages, and forms of benefit) and actuarial factors in effect at the time when the Participant last earned Vesting Credit prior to such Noncovered Glazing Service, including Early Retirement reduction factors then in effect; in other words, benefits will not be affected by any Plan improvements, or contribution increases after that date.

(ii) Exceptions to Frozen Benefit Rule. The special frozen benefit rule set forth in subparagraph (f)(i) will be waived once for a Vested Participant who dies or retires if the Participant earned at least 6 Years of Vesting Credit (not including Reciprocal Service Credit) for work in this Plan's jurisdiction after having worked in Noncovered Glazing Service.

### 3. Maximum Benefits

In order to comply with ERISA, in no event shall this Plan pay benefits which shall exceed the maximum benefits permitted under Section 415 of the Internal Revenue Code, as more specifically provided for in Article J.

### 4. Minimum Normal Retirement Benefits

(a) Eligibility. Participants meeting the following requirements will be eligible for the minimum benefits specified in subparagraph (b):

(i) They must have retired with a Normal Retirement Benefit before January 1, 1991; and

(ii) They must have retired with at least 10 Years of Vesting Credits, not counting Reciprocal Service Credits or Vesting Credits attributable to Connecting Noncovered Service.

(b) Amount. For Participants who met the requirement of subparagraph (a), then effective January 1, 1991, their minimum benefits are as follows:

(i) For Participants, the minimum benefit is \$500.00 per month; and



(ii) For spouses of such Participants who are receiving benefits under the Marital Annuity, the minimum benefit is \$250.00 per month.

## 5. Compensation

To the extent the Plan benefits ever are determined with reference to a Participant's annual Compensation, the annual Compensation shall be limited to the extent provided in Code Section 401(a)(17). This annual Compensation limit will apply separately with respect to the annual Compensation from each employer maintaining the Plan. For this purpose, annual Compensation shall mean the amount required to be included in the employee's forms W-2 by Employers for the calendar year that either coincides with or ends within a Plan Year. It includes wages, salaries, bonuses and fees for services rendered in the course of employment. It does not include amounts realized from the disposition of stock acquired under a qualified stock option, amounts realized from the exercise of a non-qualified stock option, or when restricted stock held by employees wither becomes freely transferable or is no longer subject to a substantial risk of forfeiture, or other amounts receiving special tax benefits, such as premiums for group term insurance. In applying this limitation, the following special rules will be used:

(a) Pursuant to Internal Revenue Code Section 401(a)(17), the annual Compensation of each employee taken into account under this Plan for any year shall not exceed the maximum amount provided therein. In applying this rule, the maximum amount was \$200,000 in 1989, was reduced to \$150,000 in 1994, and is increased in 2002 to \$200,000, but in each instance is subject to adjustment for cost of living increases in accordance with regulations issued by the Secretary of the Treasury. Any such increases shall be automatically incorporated into this Plan without the need for specifically amending the Plan each time the maximum is adjusted.

(b) If any individual is a member of the family of either a 5-percent owner of an Employer, or a highly compensated employee in the group consisting of the 10 highly compensated employees paid the greatest compensation during the Plan Year, then such individual shall not be considered a separate employee and annual Compensation paid to such individual or contributions made on behalf of such individual shall be treated as if it were paid to or contributed on behalf of the 5-percent owner or highly compensated employee. In applying this rule, (i) the term "family" shall include only the spouse of the employee and any lineal descendants of the employee who have not attained age 19 before the end of the Plan Year, and (ii) the term highly compensated employee shall refer to those employees defined in Code Section 414(g).

(c) The foregoing subparagraph (b) shall not apply to Plan Years beginning on or after July 1, 1997.

(d) On and after July 1, 1998, Compensation for purposes of Code Section 415 shall also include any elective deferrals under Code Section 402(g)(3) and any amounts which are not includable in the gross income of the employee by reason of Code Section 125, 132(f)(4) or 457.

(e) Compensation Paid After Severance From Employment. Any compensation paid to a Participant does not fail to be Compensation merely because it is paid after the Participant's severance from employment with all Employers provided that the Compensation is paid by the later of 2-1/2 months after severance from employment with all Employers or at the end of the Limitation Year that includes the severance from employment with all Employers.

## ARTICLE E - BENEFITS PAYABLE AT OTHER THAN NORMAL RETIREMENT AGE

### 1. Early Retirement Benefits

(a) Early Retirement. Effective for retirements on or after July 1, 1997, Vested Participants will be eligible to receive Early Retirement Benefits as of the first of any month after they have attained age 52 and have earned at least 1-1/2 Years of Future Service Benefit Accrual Credits, subject, however, to (i) the frozen benefit rules of Article D-2, (ii) the Code Section 415 limits of Article J, and (iii) the Noncovered Glazing Service rule of subparagraph (c).

(b) Amount. A Vested Participant's monthly Early Retirement Benefit will be equal to the Actuarial Equivalent of his or her Normal Retirement Benefit except for Participants who are covered by the Default Schedule of the Plan's Rehabilitation Plan.

(c) Default Schedule. For Participant's covered by the Default Schedule of the Plan's Rehabilitation Plan, their Early Retirement Benefit up to July 1, 2011, will be equal to their Normal Retirement Benefit, and benefits earned on or after July 1, 2011 will be determined under paragraph (b) above. All such benefits are subject to the following noncovered Glazing Service Rule: For those who retire on or after July 1, 1997, having worked in Noncovered Glazing Service, their early retirement benefits will be based on the Plan terms when they last earned Vesting Credit prior to working in Noncovered Glazing Service, including the early retirement reduction factors then in effect, with a minimum of at least 1% per year (0.0833% per month), and the forms of benefit that were then available, provided, however, that if after working in Noncovered Glazing Service the Participant earned at least 6 Years of Vesting Credit, the rules of subparagraphs (a) and (b) will apply without regard to the application of this subparagraph (c). This provision will be applied only the first time a Participant qualifies for it.

### 2. Disability Retirement Benefits

(a) Eligibility. A Participant will be eligible for a Disability Retirement Benefit upon meeting all of the following requirements, subject, however, to the frozen benefit rules of Article D-2 and the Code Section 415 limits of Article J:

(i) The Participant must be Disabled. To be considered Disabled, a Participant must either have a Disability Award under the Social Security Law or establish that such an Award was unavailable solely because of the absence of enough quarters of coverage to qualify under that law.

(ii) The Participant must have 1-1/2 Years of Future Service Benefit Accrual Credits, except that this requirement shall not apply to any Participant who worked at some time during 1962 under a collective bargaining agreement which provided for this Plan or a reciprocal plan or under the immediate predecessor of any such collective bargaining agreements.

(iii) No Disability Retirement Benefit will be paid to a person who did not earn a total of at least one-half Years of Benefit Accrual Credit during the period consisting of the Plan Year in which his Social Security Disability benefits begin and the two preceding Plan Years. For purposes of satisfying this eligibility requirement (but not the amount of a Disability Retirement Benefit), Hours of Reciprocal Service will be counted the same as Hours of Covered Service.

(b) Amount. The amount of the monthly Disability Retirement Benefit shall be the Actuarial Equivalent of the Participant's Normal Retirement Benefit payable at his or

her Normal Retirement Age, provided, however, that no Normal Retirement Benefits earned while working under the Default Schedule of the Plan's Rehabilitation Plan will be counted in determining the amount of a Participant's Disability Retirement Benefit.

3. Late Retirement

If a Participant works after the month in which the Normal Retirement Age occurs, there will be no increase in the Normal Retirement Benefit before the Required Beginning Date specified in paragraph 5 except such as may result from having additional contributions made on his behalf.

4. Service Pensions

For Participants covered by the Recommended Schedule of the Plan's Rehabilitation Plan the following Service Pensions are provided for retirements on or after July 1, 2011;

(a) Eligibility. Vested Participants shall be eligible for a Service Pension if they meet either of the following provisions:

(i) They have attained age 52 and have 60,000 Hours of Service, including Connecting Noncovered Service and Reciprocal Service Credits, provided that no period of service will be counted twice in this calculation; or

(ii) They have attained age 55 and have 54,000 Hours of Service, including Connecting Noncovered Service and Reciprocal Service Credit, provided that no period of service will be counted twice in this calculation.

(b) Amount. A Vested Participant's monthly Service Pension generally will be equal to his or her Normal Retirement Benefit without actuarial reduction, provided, however, that any benefits earned after July 1, 2011 while working under the Default Schedule of the Plan's Rehabilitation Plan will be reduced to their Actuarial Equivalent.

5. Required Beginning Date

(a) For all Participants who are not 5-Percent Owners and who attain age 70½ on or after July 1, 2001, their required beginning date will be April 1 of the calendar year following the later of (i) the calendar year in which they attain age 70½ or (ii) the calendar year in which they retire.

(b) For all Participants who are 5-Percent Owners (regardless of when they attain age 70½) and for Participants who attain age 70½ before January 1, 2001, their required beginning date will be April 1 of the calendar year following the calendar year in which they attain age 70½.

(c) As provided in Code Section 416(i)(1)(B)(i), a 5-Percent Owner means either (i) any person who owns (or is considered as owning under the Code) more than 5-percent of the outstanding stock of a contributing corporation or stock possessing more than 5-percent of the total combined voting power of all stock of the contributing corporation, or (ii) any person who owns more than 5-percent of the capital or profits interest in a contributing employer which is not a corporation.

(d) If a Participant first retires in a calendar year after the calendar year in which he attains age 70 ½, then his or her Normal Retirement Benefit when it begins will be

the Actuarial Equivalent of the accrued benefit as of the month in which he or she turned 70 ½, plus any additional accruals since that date.

## ARTICLE F - MARITAL ANNUITIES

### 1. General Rules.

Subject to all rules and exceptions set forth below effective July 1, 1997, the only form of Marital Annuity for a Participant who as of that date is not subject to the special benefit freeze rule relating to Noncovered Glazing Service will be the 100% Marital Annuity:

#### (a) Applicability at Retirement.

(i) General Rule. Except as provided in subparagraph (ii) the 100% Marital Annuity will be the normal form of benefit payable to a married Participant who applies for any type of retirement benefits. A 100% Marital Annuity is a joint and survivor annuity providing monthly benefits to the Participant for life continuing to the surviving spouse for life in an amount equal to 100% of that amount. There is no cost or actuarial adjustment to the amount of the Participant's benefit for this form of payment for Participants who are not subject to the Default Schedule of the Plan's Rehabilitation Plan

#### (ii) Exceptions

(I) For Participants subject to the special benefit freeze rule relating to Noncovered Glazing Service as of July 1, 1997, the normal form of benefit payable to a married Participant who applies for any type of retirement benefit will be the 50% Marital Annuity that was in effect on the Participant's benefit freeze date, including actuarial adjustments then in effect. Participants subject to this exception with an Annuity Starting Date on or after July 1, 2008, will also be offered a 75% Marital Annuity which is the Actuarial Equivalent of the single life annuity for the Participant.

(II) For Participants subject to the Default Schedule, their benefits accrued before July 1, 2011 and benefits accrued after that date while not subject to the Default Schedule will be subject to the general rule of subparagraph (i) and the exception of subparagraph (ii)(I), but benefits accrued on or after September 1, 2011 while under the Default Schedule will be payable in a Marital Annuity form which will be the Actuarial Equivalent of the Participant's benefit payable as a single life annuity. In such cases, the normal form of benefit payable to a married Participant will be the 100% Marital Annuity, but such Participants will also be offered a 50% Marital Annuity which is the Actuarial Equivalent of the single life annuity for the Participant.

(b) Pre Retirement Marital Annuities. Subject to the marriage requirements of paragraph 3, and the Noncovered Glazing Service rules of subparagraph (iii), the following Pre Retirement Marital Annuities shall be payable if, after July 1, 1997, a Vested Participant dies before retiring leaving a surviving spouse.

(i) Death After Becoming Eligible for Early Retirement. If a Vested Participant dies leaving a surviving spouse after becoming eligible to receive Early Retirement Benefits, then effective the first of the month following the Participant's death the surviving spouse will receive the amount equal to the Participant's Early Retirement Benefit determined under Article E-1 and applying the Code Section 415 limits of Article J.

(ii) Death Before Becoming Eligible for Early Retirement Benefits. If a Vested Participant dies leaving a surviving spouse before becoming eligible to receive Early Retirement Benefits, then a Pre Retirement Marital Annuity will be paid to that surviving spouse beginning with the first day of the month that the Participant would have become eligible to begin receiving Early Retirement Benefits had he or she survived until then.

The amount of the Pre Retirement Marital Annuity in this situation shall be equal to the Participant's Early Retirement Benefit determined under Article E-1 and applying the Code Section 415 limits of Article J.

(iii) Noncovered Glazing Service. For Participants subject to the special benefit freeze rule relating to Noncovered Glazing Service as of July 1, 1997, the Pre-Retirement Marital Annuity will be the Pre-Retirement Marital Annuity that was in effect on the Participant's benefit freeze date, including actuarial adjustments then in effect, instead of the amounts provided in either subparagraph (i) or (ii) above.

(iv) No Death Benefit. When a Pre-Retirement Marital Annuity is paid with respect to a Vested Participant (whether or not the Participant's Normal Retirement Benefit is frozen), there is no Death Benefit under Article E-4 payable with respect to that Participant.

(c) 60 Month Guarantee.

(i) Except as provided in subparagraph (ii) below, Marital Annuities will end with the benefit payable for the month in which the survivor of the Participant or his spouse dies.

(ii) If a Marital Annuity was payable before July 1, 2011, and both the Participant and his or her spouse die before at least 60 monthly payments have been made under the Marital Annuity, then the remainder of the 60 monthly payments (in the amount of the last benefit payable prior to the death of the survivor of the Participant and his spouse) will be paid to the beneficiary designated under Article G-5.

(d) Information to be Furnished. Any person eligible to make any election hereunder shall receive, written in nontechnical language, a general description or explanation of the Marital Annuity, a description of the optional forms of benefit and the financial effect of electing the optional form, a description of the relative value of the optional forms of the benefit compared to the value of the Marital Annuity, the Participant's right to waive the Marital Annuity form of benefit and the effects of such waiver, the right of the Participant's spouse to consent or not consent to such waiver and the effects thereof, and the Participant's right to revoke such elections. In general, such written explanation shall be provided within a reasonable time before the benefit commencement date, but it may be provided after that date. If it is, the Participant shall have at least 30 days to make the election of his or her form of benefit. Any requirement that the Participant's written election be provided at least 30 days before the benefit commencement date may be waived by a Participant (with any required spousal consent) so long as the distribution commences more than 7 days after such explanation is provided.

2. No Elections.

Eligible Participants may not waive either the 100% Marital Annuity at retirement or the Pre-retirement Marital Annuity. For Participants subject to the special benefit freeze rule relating to Noncovered Glazing Service as of July 1, 1997, the election procedures in effect on the Participant's benefit freeze date shall continue to apply.

3. Marriage Requirements

(a) One Year Requirement.

(i) In the case of a retired Participant who begins receiving

benefits after July 1, 1997, the 100% Marital Annuity (or 50% Marital Annuity in the case of certain Participants subject to the special benefit freeze rule relating to Noncovered Glazing Service) will apply if the Participant and the Participant's spouse have been lawfully married for at least one year preceding the first month for which benefits are payable. If the marriage had been in effect for less than one year on such date, the Marital Annuity will still apply, but benefits will be paid to the surviving spouse only if the retired Participant's death occurs on or after the first anniversary of the marriage. In any event, no Marital Annuity will be payable unless the Joint Board is notified of a marriage meeting the necessary requirements before any benefits are paid to the Participant.

(ii) In the case of a Participant who dies after July 1, 2001 before retiring, the Pre-retirement Marital Annuity will apply if the marriage had been in effect for the full year preceding the Participant's death. If the marriage had not been in effect for that full year, the Pre-retirement Marital Annuity will apply only if the Participant's death was due to accidental causes as determined by the Joint Board. The Joint Board must be notified of such a marriage within six (6) months of the Participant's death and before benefits have been paid to any beneficiary of the Participant.

(b) Effect of Termination of Marriage Upon Marital Annuity. If the marriage terminates by a final decree of dissolution, or by death of the spouse, before the date the Participant begins receiving benefits (or before the first month for which a benefit would be paid under an application on file at the time the marriage terminates), the Marital Annuity will not apply unless a Qualified Domestic Relations Order provides otherwise. If the marriage terminates by dissolution after benefits begin, the termination of the marriage will have no effect on the benefits payable under the Marital Annuity, so that the Participant's benefits will not be increased, nor will the rights of the former spouse be decreased, because the marriage ended.

#### 4. Miscellaneous Provisions

(a) Effective Date. The 100% Marital Annuity provided by this Article F shall apply to all types of benefits with effective dates of July 1, 1997 or later, except for those Participants subject to the special benefit freeze rule relating to Noncovered Glazing Service as of July 1, 1997, whose form of benefit will be governed by the Plan rules in effect on the date of their benefit freeze.

(b) Effect of Return to Service. If a Participant's benefits are suspended under Article G-8, any benefits payable thereafter shall be in the same form as applied before the suspension, except that the provisions of this Article F shall apply separately to any additional benefits earned after the suspension and after any change in the Participant's marital status.

(c) Effect of Regulations. Any of the provisions of this Article F may be changed by regulations adopted by the Joint Board so long as the result is not less favorable to the Participant or spouse than would be the case if this Article F were applied without such regulations.

5. Default Schedule 50% Marital Annuity. Subject to all the rules and exceptions set forth above, for benefits earned on or after July 1, 2011 under the Plan's Default Schedule Participants shall have the choice of a 100% Marital Annuity or a 50% Marital Annuity with respect to such benefits. A 50% Marital Annuity is a joint and survivor annuity providing monthly benefits to the Participant for life continuing to the surviving spouse for life in an amount equal to 50% of that amount. The 50% Marital Annuity will be the Actuarial Equivalent of the single life annuity payable with respect to the Participant. There is no 60 month guarantee for the 50% Marital Annuity.

## ARTICLE G - PAYMENT OF BENEFITS

### 1. Applying for Benefits

Benefits will be paid only if a written application is filed during the applicant's lifetime in such manner as the Joint Board may require. Retroactive payment of Normal and Early Retirement Benefits are subject to the following limitations:

(a) Normal Retirement. No retroactive payments will be made for periods prior to July 1, 1976. Furthermore, no retroactive payments will be made for months prior to January 1, 1982, during which the Participant was employed for wages or profit in the glazing and glassworking industry for 18 hours or more, if such employment was within the geographic area covered by the Plan and the Participant used skills in such employment that he learned in a trade or craft in which he was employed at any time under the Plan.

(b) Early Retirement. Early Retirement Benefits will not be paid for any month earlier than the month in which proper application is made.

### 2. When Benefits Begin

(a) General Rule. Subject to the application requirements set forth above, a Participant's benefits will begin as follows after all eligibility requirements have been satisfied. However, benefits shall not begin before the Participant has terminated all employment of the type which would create a suspension of benefits under Article G-8, except payments to a former spouse of a Participant will begin earlier if, and to the extent, so required by a Qualified Domestic Relations Order described in Article G-6 below and payments must begin by the required beginning date as specified in Article E-5.

(i) Normal Retirement Benefits will begin on the first of the month following the month in which Normal Retirement Age occurs.

(ii) Early Retirement Benefits will begin on the first day of whatever month is specified in the Participant's application, but not earlier than the minimum age required for such benefits.

(iii) Disability Benefits will be payable for all months for which Social Security Benefits are payable, except that in no event will retroactive Disability Benefits be paid for any month which ends more than two years prior to the date the Participant's application is received by the Plan.

If payment cannot actually begin by the date specified because it has not yet been possible to determine the amount of the payment or the location of the recipient after making reasonable efforts to do so, a retroactive payment will be made within 60 days after the earliest date on which such determinations have been made.

(b) Special Rule for Special Benefit Freeze Rule. For Participants subject to the special benefit freeze rule relating to Noncovered Glazing Service as of July 1, 1997, if they retire after July 1, 2004, the following rules will be applied:

(i) Beginning Dates. The beginning dates specified in subparagraph (a) will be applied.

(ii) Retroactive Annuity Starting Dates. A Retroactive Annuity Starting Date is a benefit commencement date affirmatively elected by a Participant that occurs



on or before the date the written explanation referred to in paragraph 4(c) of Article F as it read on June 30, 1997, is provided to the Participant. Any make-up payment to reflect missed payments for the period from the Retroactive Annuity Starting Date to the date of the actual make-up payment shall include appropriate interest. The Joint Board may modify the appropriate interest rate from time to time either by amending the Plan or adopting a written resolution to change the rate. Until the rate is changed it will be 4% simple annual interest.

### 3. When Benefits End

(a) Retirement Benefits. Monthly Retirement Benefits payable to a Participant will end with the benefit payable for the month in which the Participant dies, and further benefits will be paid only in accordance with the terms of any applicable Marital Annuity or other form of benefit providing for further payments after the Participant's death. However, if a Participant dies after having received any type of retirement benefit other than a Marital Annuity (or during or after the first month for which he would have been entitled to such a benefit pursuant to a retirement application pending at his death) and has not received at least 60 monthly payments, then the remainder of the 60 monthly payments (in the amount he was eligible to receive at the time of his death) will be paid to the beneficiary designated under Article G 5.

(b) Disability Benefits. Monthly Disability Benefits will terminate at the end of the month in which the Disability ends (e.g., if Social Security disability benefits are terminated), unless the Participant has by then reached Normal Retirement Age. If the Disability ends before the month in which Normal Retirement Age occurs, the individual may apply (when eligible) for Early Retirement Benefits, or may instead receive Normal Retirement Benefits upon reaching Normal Retirement Age and filing the necessary application; any Retirement Benefits paid after Disability Benefits end will be computed without regard to the amount of Disability Benefits previously paid.

### 4. Optional Methods of Payment

Instead of the benefits otherwise payable, the Participant may elect any alternate form of payment of equal value that the Joint Board may authorize. Any such alternate form shall meet the following rules:

(a) The actuarial value of the benefits which the Participant can be expected to receive will be more than half of the actuarial value of the total benefits which can be expected to be paid to the Participant and the Participant's beneficiaries.

(b) Distribution will be made in one or more of the following ways: over the life of the Participant, over the life of the Participant and a designated beneficiary, over a period certain not extending beyond the life expectancy of the Participant, or over a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated beneficiary.

(c) If distribution has commenced before the Participant's death, the remaining interest, if any, must be distributed to the beneficiary at least as rapidly as under the method of distribution being used as of the date of the Participant's death.

(d) Any election of an alternate form may be made or revoked only within the time and in the manner required by the Joint Board, and shall not be available to married Participants if the Marital Annuity described in Article F is in effect.

(e) As of July 1, 2011, except for certain Participants subject to the

special benefit freeze rule relating to Noncovered Glazing Service, the forms of benefit available under the Plan are as follows:

(i) Life annuity with no guaranteed period, provided that if the benefit commenced before July 1, 2011 there shall be a guarantee of 60 monthly payments;

(ii) 100% Marital Annuity for a Participant and his or her spouse with no guaranteed period, provided that if the benefit commenced before July 1, 2011, there shall be a guarantee of 60 monthly payments;

(iii) 50% Marital Annuity for a Participant and his or her spouse for benefits earned on or after July 1, 2011 under the Default Schedule of the Plan's Rehabilitation Plan; and

(iv) Single sum payment of small actuarial present values

#### 5. Designation of Beneficiaries

Effective January 1, 1985, whenever a Participant may designate a beneficiary, the designation shall be in writing in the form and manner required by the Joint Board, and may be changed from time to time in the same manner insofar as permitted in connection with the benefit involved. If the Participant is married, the spouse must approve the designation in the same manner as required for a spouse's consent under Article F 2(a). Any designation of a spouse as beneficiary is automatically revoked upon entry of a final decree of dissolution, unless a Qualified Domestic Relations Order provides otherwise.

If there is no valid designation of beneficiary on file, or if the designated beneficiary predeceases the Participant and no substitute beneficiary has validly been designated, then payment shall be made to the following in order of priority:

- (a) To the surviving spouse,
- (b) To the surviving children equally, including adopted ones,
- (c) To the surviving beneficiary designated in the Employees' Union Book, and
- (d) To the decedent's estate.

If none of the foregoing claim the benefits within one year of the Participant's death, the Joint Board may designate as the beneficiary such person or persons as it, in its sole discretion, deems appropriate.

#### 6. Persons to Whom Benefits Payable

(a) General Rule. Benefits are payable only to Participants or their beneficiaries (including former spouses or other alternate payees when required by a Qualified Domestic Relations Order as described below) or to their court appointed representatives. All benefit payments shall be made directly to such persons and shall not be subject to claims of creditors or others, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered, except insofar as permitted under ERISA. However, if any Participant or beneficiary is unable to give a valid receipt for a benefit payment and the payment has not been claimed by a court appointed representative, then that payment may, in the discretion of the Joint Board, be paid to any individual or institution providing for the care and maintenance of the

Participant or beneficiary.

(b) Qualified Domestic Relations Orders. The Plan will pay benefits in accordance with the applicable requirements of any Qualified Domestic Relations Order, which term, as defined by ERISA and used herein, means a state court order satisfying the following requirements:

(i) Type of Order. Such order must relate to the provisions of child support, alimony payments or marital property rights of a spouse, former spouse, child or other dependent which recognizes the existence of such an alternate payee's right to, or assigns to such an alternate payee the right to, receive all or a portion of the Participant's benefit.

(ii) Required Provisions. Such order must specify,

(I) the name and last known mailing address of the Participant and each alternate payee covered by the order,

(II) the amount or percentage of benefits to be paid to each alternate payee, or the manner in which such amount or percentage is to be determined,

(III) the number of payments or period to which such order applies, and

(IV) that it applies to this Plan.

(iii) Prohibited Provisions. Such order must not,

(I) require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, except as provided in subparagraph (iv) below,

(II) require the Plan to provide increased benefits determined on the basis of actuarial value, or

(III) require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order.

(iv) Permitted Provisions. Such Order may provide either or both of the following:

(I) In the case of any payment when the Participant would be unable to receive benefits because of continuing to perform work which would create a suspension of benefits under paragraph G 8 below, the Qualified Domestic Relations Order may nevertheless require that payment of benefits be made to an alternate payee beginning with the earliest month that the Participant could have elected to begin receiving retirement benefits under this Plan provided that:

The Order also provides that the Plan shall take into account only the actuarial equivalent of the Normal Retirement Benefits actually accrued, not taking into account the present value of any subsidy for early retirement; and

The Order permits payment of the alternate payee's benefits only in a form which would be available to the Participant other than a Marital Annuity

with the alternate payee's spouse.

(II) A Qualified Domestic Relations Order may also provide that a former spouse shall be treated as a surviving spouse for purposes of the Marital Annuity if the Participant and former spouse had been married for at least one year by the date of such Order.

(v) Death of Former Spouse. If a former spouse of the Participant to whom benefits would have been payable under a Qualified Domestic Relations Order should die before any such benefits are payable, then unless the Qualified Domestic Relations Order provides for the payments to be made to another qualified alternate payee, any interest of the former spouse in the Participant's benefits shall terminate and revert to the Participant.

#### 7. Benefits Improperly Paid

If benefits are paid to which the Participant was not entitled, the amount of the improper payment shall be an obligation of the recipient to the Trust, and, notwithstanding any other provisions hereof, may be deducted from any future benefits payable to the recipient or any surviving beneficiary. The Joint Board may waive any such obligation in whole or in part if it determines that enforcing the obligation would be inequitable under the circumstances.

#### 8. How Re-employment Affects Benefits

(a) Suspendible Service. Benefits being paid to retirees or potential retirees will be suspended for work in Suspendible Service subject to the following rules and exceptions:

(i) When Suspendible Service Occurs. Suspendible Service occurs in any month in which a retiree works,

under age 62, or

62 or older;

(ii) Persons listed as RMO's or RME's of a company shall be presumed to work more than 40 hours per month in Industry Service.

(iii) Participant's Rights to Information Concerning Suspendible Service. Any Participant may request a determination as to whether specific contemplated employment would lead to a suspension of benefits under the foregoing rules. Any such request will be answered within a reasonable period of time following its receipt, but – unless unusual circumstances so warrant – not later than ten days following the next regularly scheduled meeting of the Joint Board which is held at least two weeks after the request is received.

(b) Industry Service. Industry Service is work which is all of the following:

(i) It is for an employer whose business activities are of the type engaged in by any Employer which was required to contribute to the Plan at the time the retiree's benefits began; and

(ii) It makes use of one or more skills used in a job for which the Plan was at any time entitled to receive contributions on the retiree's behalf, or involves supervisory activities related thereto; provided that the skill was learned during a significant period of training or practice (whether or not acquired during participation in the Plan) or relates to selling, retailing, managerial, clerical or professional occupations; and

(iii) It is in the States of California or Nevada.

Interpretations of this definition of "Industry Service" shall be consistent with applicable Department of Labor regulations. Working in any capacity for a training program serving Union members shall not be considered to be Industry Service, including employment with the District Council 16 Northern California Journeyman and Apprentice Training Trust or the Star Program, Inc.

(c) Calculation of Benefit on Re retirement or Death. In general, any suspension of a month's benefit will result in a permanent withholding of that benefit. This means that upon re-retirement, except as set forth below, the suspended benefit will resume in the same form, type and amount as before, without any increase due to benefit improvements made after the suspension, or during the suspension period.

(i) Pre-suspension Benefits on Retirement. In all cases, upon re-retirement of a suspended Participant the pre-suspension benefit will be payable in the same form as before suspension. Notwithstanding the general rule, however, the following changes may be made in the pre-suspension benefit on re-retirement:

(I) Early Retirement Factors. If a Participant had retired on reduced early retirement and his reduced early retirement pension is suspended, then upon his first, and only his first, re-retirement of any type, or his death, his pre-suspension benefit will be recalculated based on the same Plan provisions in effect on his original reduced early retirement date but based on his age and the type of his re-retirement, and then reduced for each month he received reduced early retirement benefits before his suspension as follows:

(A) If his original early retirement date was on or after July 1, 1993, and the early reduction factor used was 0.1667%, the reduction shall be 0.1667% per month.

(B) In all other cases, the reduction shall be 0.25% per month.

(II) Type of Retirement. If a Participant had retired on reduced early retirement and his reduced early retirement pension is suspended, then upon his first, and only his first, re-retirement, his pre-suspension benefit will be recalculated based on the type of re-retirement he is then eligible for under the terms of the Plan as it existed on the earlier of the date of his re-retirement or June 30, 1997, including disability retirement, if eligible. Adjustments in the amount of the benefit will also be made as provided in (I) above, to reflect benefits received before suspension.

(III) Improvements in Normal Retirement Benefit Formula. If a retiree's benefit is suspended due to working in Covered Service before the retiree has a Computation Break In Service (as defined in subparagraph 2(d)(i) of Article D), and if during the period of suspension a benefit improvement is made which applies to the retiree's pre-suspension Normal Retirement Benefit formula, then upon his first, and only his first, re-retirement or death that benefit improvement will apply to all service of the suspended retiree if the retiree meets the service requirements of the following sentence. The improvement in the

Normal Retirement Benefit formula provided in the foregoing sentence will be applied only if the retiree earns at least 480 Hours of Covered Service during the first consecutive 12-month period beginning with the month his or her pension is suspended, and for each consecutive 12-month period of suspension thereafter he or she earns at least 480 Hours of Covered Service, provided, however, that if the suspended retiree re-retires before the end of any such consecutive 12-month period after the first one, the minimum number of Hours of Covered Service needed for that short period shall be equal to the number of full months during the short period multiplied by 40.

(ii) Additional Benefits Earned During Suspension Period. If a retiree works in Covered Service during his or her suspension period, then on re-retirement the Participant's benefit will be increased to take account of his or her Qualifying Contributions during the suspension period. Upon re-retirement, any additional benefits earned during suspension will be paid as follows:

(I) Form. The Participant may elect any form of retirement option available under the Plan, the same as a new retiree.

(II) Type. The Participant may elect any type of retirement he or she is then eligible for.

(III) Amount. The applicable benefit formula will be applied solely to the Qualifying Contributions paid, or required to be paid, on the Participant's behalf during the suspension period.

(iii) Method of Payment Upon Death During Suspension Period. If the Participant dies during the suspension period, he will be deemed to be a retiree, and the Participant's pre-suspension benefit will be paid in the same form applicable before suspension (although the amount may be increased); the benefits earned, if any, during suspension will be paid in the same manner as pre-retirement survivor payments; and no lump sum death benefit will be payable.

(iv) Beneficiary Designations. Beneficiary designations with respect to survivor benefits other than joint life annuities may be changed by the retiree in the usual manner during a suspension period, but if a joint annuitant dies during the suspension period, no substitute designation may be made and there will be no actuarial adjustment to take account of the death when the retiree again retires.

(d) Information Required of Retirees.

(i) Notification of Suspendible Service. Retirees who become reemployed in work which could be Suspendible Service must immediately so notify the Plan. Failure to report any month of such reemployment will unless it would be unreasonable under the circumstances create rebuttable presumption(s) that (I) the person had at least 40 hours of Suspendible Service during that month, and (II) if the employment was at a construction site, that the person had worked in Suspendible Service at that site for the same employer for so long as that employer performed such work at that site.

(ii) Certification of Unemployment. At such times and with such frequency as the Joint Board may request, retirees must either certify that they are unemployed (and have been so since the last such certification) or provide factual information sufficient to establish that any employment does not constitute Suspendible Service.

(iii) Notice of Termination of Suspendible Service. Before suspended benefits can resume, the retiree must advise the plan office in writing that the

employment requiring suspension of benefits has terminated and must furnish such information as the Plan may then request to enable it to verify that benefits may properly resume.

(iv) Notice of Rules. Retirees shall be advised of the rules set forth in this subparagraph (d) at least annually and in any communications relative to the above verification requirements, but must comply with such rules even if they don't receive their annual notices.

(e) Additional Rules

(i) Notification. No benefit shall be suspended unless the Plan gives the retiree any notification legally required under applicable Department of Labor regulations, including a citation to those regulations; a description of the specific reasons for the suspension; and a general description of the Plan provisions relating to the suspension and a copy of such Plan provisions. The notification shall also include a description of the Plan's procedure for reviewing suspension of benefits and the procedures and forms governing the resumption requirements described below.

(ii) Resumption of Payments. If benefit payments have been suspended, they will resume (retroactively, if appropriate) no later than the first day of the third calendar month after the calendar month in which the retiree ceases to be employed in Suspendible Service, subject to the retiree's complying with the requirements of paragraph (d)(iii) above.

(iii) Offsets. To the maximum extent permitted by law, the Plan may offset against benefit payments due to retirees any payments previously paid to them for the months they were employed in Suspendible Service. Prior to the offset, the retirees shall be specifically notified of the periods of employment for which the offset will be made, the suspendible amounts subject to offset and the manner in which the Plan intends to offset such suspendible amounts; this information shall be included with the notification described in subparagraph (e)(i) to the extent known when such notification is given.

(iv) Minimum Amount. Upon resumption of benefit payments to a retiree whose benefits have been suspended, the retiree's regular monthly benefit will not be less than the regular monthly benefit being paid before benefits were suspended, unless such benefit would have been reduced for reasons unrelated to the suspension or any actuarial adjustments resulting therefrom.

(v) Waiver of Suspension. The Joint Board may waive any suspension with respect to a Participant who is not a highly compensated employee as that term is defined in Code section 414(q) as it may be amended from time to time. Such waiver may be in whole or in part, for such reasons and subject to such limitations as the Joint Board deems appropriate under the circumstances.

(vi) Required Beginning Date. In no event will a Participant's benefits be suspended after his Required Beginning Date.

(f) Benefits Accrued as of October 25, 1984. Notwithstanding any other provision hereof to the contrary, any benefits accrued before October 25, 1984, will not be suspended for work outside of California. If such benefits were suspended for June, 2004 or any month thereafter, the suspended benefits will be paid to the retiree before January 1, 2006, including Appropriate Interest.

9. Single Sum Payments of Small Benefits

If a Participant or beneficiary became entitled to receive a series of monthly benefits on or after March 28, 2005, and the actuarial equivalent single sum payment of those monthly payments is \$1,000 or less, the Joint Board shall pay the Participant or beneficiary, the actuarial equivalent of the monthly benefits in a single sum payment subject to the following rules:

(a) No such distribution may be made without the written consent of the Participant and the Participant's spouse, if married, if the present value of the Participant's benefit had ever exceeded \$1,000.

(b) No such distribution may be made after the Participant's annuity starting date, regardless of its value, without the Participant's consent and that of his spouse, if married.

(c) For purposes of this paragraph, actuarial equivalents will be determined using the factors specified in paragraph 10 of Article A, except that in no event will the interest rate be more than the interest rate prescribed by the Pension Benefit Guaranty Corporation for valuing annuities under single-employer plans that terminate without notice of sufficiency during the first day of the calendar year in which the date of as of which the benefit is valued occurs.

10. Required Beginning Date.

Notwithstanding any other provision of the Plan to the contrary, each Participant's benefit will begin to be distributed not later than his Required Beginning Date.



## ARTICLE H - ADMINISTRATION AND CLAIM PROCEDURES

### 1. Administration.

This Plan and the Trust shall be administered by the Joint Board appointed under the Trust Agreement, which is the official "Administrator" under ERISA. The Joint Board shall have all powers specifically given it by the Trust Agreement and all other powers reasonably necessary in the administration of the Plan.

### 2. Claim Procedures.

The Plan's claim procedures in effect on or after July 1, 2002, are attached hereto as Appendix B.

## ARTICLE I - AMENDMENT, TERMINATION AND MERGER

### 1. Amendment.

This Plan may be amended by the Joint Board in the manner provided in the Trust Agreement. Amendments may apply to all groups covered or to certain groups only. Except as may otherwise be required to obtain or retain tax-exempt status for the Plan or Trust, amendments must conform to the following rules:

(a) **Amendment of Vesting Schedule.** If the Plan's vesting schedule is amended, any Participant who could be adversely affected by the amendment and who has at least three Years of Vesting Credit may elect to have his or her nonforfeitable percentage computed under the Plan without regard to such amendment. Such election must be made during the period beginning with the date the amendment is adopted and ending 60 days after the latest of the date (i) the amendment is adopted, or (ii) the amendment becomes effective, or (iii) the Participant is given written notice of the amendment.

(b) **Amendments Affecting Accrued Benefits.** No amendment shall decrease a Participant's accrued benefit or eliminate an optional form of distribution with respect to benefits attributable to service before the amendment. Furthermore, no amendment shall have the effect of decreasing a Participant's vested interest determined without regard to such amendment as of the later of the date such amendment is adopted or the date it becomes effective.

### 2. Termination.

It is anticipated that this Plan will be maintained indefinitely, but the right to terminate (including the right to partially terminate) is reserved. The right to terminate shall be exercised as provided in the Trust and may be exercised either as to all groups covered or certain groups only.

Upon termination or partial termination, the rights of all affected Participants and their beneficiaries to benefits accrued to the date of such termination or partial termination will be nonforfeitable to the extent funded by the date of the termination. Each such Participant and any beneficiary currently entitled to benefits shall receive, in lieu of any other benefits hereunder, a nonforfeitable right to that proportion of the total available assets involved in the termination as is equal to their proportionate share of the total actuarial reserves for all such affected benefits, as determined by the Joint Board on the basis of the recommendations of a qualified actuary.

If there are insufficient assets to fund fully the accrued benefit's of each such Participant and beneficiary, then the assets available to provide benefits shall be allocated among them in accordance with the requirements of the law establishing the Pension Benefit Guaranty Corporation, as currently set forth in Section 4044 of ERISA, which provision of that law is amended from time to time is incorporated herein by reference and made part hereof. Unless the Joint Board agrees on a different method of distribution consistent with ERISA, the sum so allocated shall be used to purchase annuities providing benefits in the normal retirement form provided hereunder, or such other form as is already in effect for persons already receiving benefits.

In lieu of terminating the participation of any individual group which ceases to participate hereunder, or in addition to such termination, the Joint Board may reduce or cancel the rate of benefits applicable to or payable on account of past service credits attributable to employment within that group, as determined by the Joint Board based on the recommendations of a qualified actuary. Nothing herein shall be construed as requiring the Joint Board to

terminate any individual group or reduce or cancel its benefits if the Joint Board concludes that such action would be inequitable under the circumstances of the particular case and that such action would also be unnecessary from the standpoint of maintaining the actuarial soundness of the Plan.

3. Merger.

(a) General Rule. By action of the Joint Board, the Plan may be merged, consolidated with or otherwise combined with any other pension plan qualified under the Internal Revenue Code.

(b) Effect of Merger. No Participant's or beneficiary's accrued benefit shall be lower immediately after the effective date of a merger than the benefit immediately before the effective date of the merger.

## ARTICLE J - LEGAL MAXIMUM AMOUNT OF BENEFITS

### 1. Principle.

This Plan shall pay no benefits in excess of those allowed under Section 415 of the Internal Revenue Code, which is incorporated into this Plan by reference, and which in general limits a Participant's annual benefit to the dollar limitation specified in Section 415(b)(1)(A). If benefits of any Participant must be reduced to comply with these rules, the reduction shall be the minimum amount required, and any amount that cannot be paid in a Limitation Year will be accounted for and paid to the Participant in future Limitation Years if allowable, unless an equivalent amount has already been paid to the Participant from the Northern California Glaziers Excess Benefit Plan.

### 2. Single Plan.

For the purpose of administering the Plan, the maximum benefit limitation under this Article J will be tested on the basis that the Participant's benefit is attributable to service with a single Employer.

### 3. Limitation Year.

The Limitation Year for Section 415 purposes shall be the calendar year.

### 4. Aggregation or Combination.

This Plan shall not be aggregated or combined with (a) any other plan which is not a multiemployer plan for purposes of applying Code Section 415(b)(1)(B) to such other plan, or (b) any other multiemployer plan for purposes of applying the limitations established in Section 415.

### 5. Compensation.

If for any reason it becomes necessary to determine a Participant's compensation for purposes of compliance with Section 415, a Participant's compensation for a Limitation Year shall mean the Compensation for Covered Services as defined in Article D-5.

following adjustments:

(a) The dollar amount will be automatically adjusted each January 1 to reflect increases in the cost of living specified under rules issued by the Internal Revenue Service.

### 6. Dollar Limitation.

In applying the dollar limitation specified in Section 415(b)(1)(A), the Plan will make the

(b) If the Participant has less than 10 years of participation in the Plan, the dollar amount will be multiplied by a fraction (i) the numerator of which is the number of years (or part thereof) of participation in the Plan (not less than one), and (ii) the denominator of which is 10.

(c) If the Participant begins to receive a retirement benefit before age 62, the dollar limit will be reduced as specified under rules issued by the Internal Revenue

Service, using an interest rate of 5% per year.

(d) If the Participant begins to receive a retirement benefit after age 65, the dollar limit will be increased as specified under rules issued by the Internal Revenue Service, using an interest rate of 5% per year.

7. Minimum Benefits.

The Plan may pay benefits within the minimum benefit provision of Section 415 even if they would exceed the otherwise applicable limitations and in the case of a Participant who was a Participant in the Plan on or before December 31, 1982, the maximum monthly benefit shall not be less than the Participant's accrued benefit as of December 31, 1982.

8. Annual Benefit.

Section 415 limits the amount of the annual benefit payable by the Plan. The Plan's annual benefit means a benefit payable annually in the form of a straight life annuity. It does not include any benefits attributable to either employee contributions or rollover contributions, or ancillary benefits not directly related to retirement income benefits. If there is a transfer of assets or liabilities to this Plan from another qualified plan, the annual benefit attributable to the assets transferred does not have to be taken into account by this Plan for Section 415 purposes.

9. Adjustments For Form of Benefit.

If the first month for which benefits are payable is in a Plan Year beginning in 2004 or 2005, for purposes of adjusting any benefit under §415(b)(2)(B) of the Code for any form of benefit subject to §417(e)(3) of the Code, the interest rate assumption shall be not less than the greater of (1) the interest rate specified in the Plan for actuarial equivalence for the particular form of benefit payable, and (2) 5.5 percent.

10. Increases of Benefits.

If the benefit a Participant would have received in any Limitation Year without the Section 415 limits is reduced, the Plan will keep track of such reductions and will pay them to the Participant in future Limitation Years to the extent it can do so without violation of the Section 415 limitations, unless an equivalent amount has already been paid to the Participant from the Northern California Glaziers Excess Benefit Plan.

## ARTICLE K - CONTINGENT TOP HEAVY RULES

### 1. General Rule

If the Plan is determined to be Top Heavy (as defined in paragraph 2) for any Plan Year beginning on or after July 1, 1984, then for any such year the special vesting, minimum benefit and compensation limitations of paragraph 3 shall apply to any employee not included in a unit of employees covered by a collective bargaining agreement between employee representatives and one or more employers.

### 2. Determination of Top Heavy Status

(a) Determination Date. The determination date for any Plan Year is the last day of the preceding Plan Year.

(b) Top Heavy Status. The Plan is Top Heavy for any Plan Year if as of the determination date the present value of the cumulative accrued benefits under the Plan for Key Employees exceeds 60 percent (60%) of the present value of the cumulative accrued benefits under the Plan for all employees. For this purpose:

(i) the value of the cumulative accrued benefits will be determined on the basis of five percent (5%) interest and the 1983 group annuity mortality table, and shall be the same for all defined benefit plans being tested.

(ii) the valuation date shall be the annual date within the 12-month period ending on the determination date on which plan assets and liabilities are valued for purposes of computing plan costs for minimum funding.

(iii) if any individual has not performed services for any contributing employer at any time during the 5-year period ending on the determination date, any accrued benefit for such individual shall not be taken into account in determining the Plan's Top-Heavy status.

(c) Key Employees. Whether or not a Participant is a Key Employee depends on his or her status with the contributing employer who then employs the Participant. For any Plan Year, a contributing employer's Key Employees are those who, at any time during the Plan Year, are:

(i) officers of the contributing employer having annual Compensation greater than \$130,000 for any such year;

(ii) the persons who own (or are considered as owning within the meaning of Code Section 318) more than 5 percent of the outstanding stock of a contributing employer or stock possessing more than 5 percent of the total combined voting power of all stock of a contributing employer. (Sole proprietors and partners are not allowed to participate in the Plan);

(iii) the persons who own (or are considered as owning within the meaning of Code Section 318) more than 1 percent of the outstanding stock of the contributing employer or stock possessing more than 1 percent of the total combined voting power of all stock of a contributing employer who also has annual compensation from a contributing employer of more than \$150,000 for any such year.

(d) Aggregation Rules. In determining if the Plan is Top Heavy, the

following aggregation rules shall apply:

- (i) The Plan shall be aggregated with the following plans:
    - (I) Each plan of a contributing employer in which a Key Employee of this Plan is also a participant; and
    - (II) Each other plan for a contributing employer which enables any plan described in (I) above, to meet the requirements of Section 401(a)(4) or 410 of the Internal Revenue Code.
  - (ii) The Plan may, in the Joint Board's discretion be aggregated with any other plan of a contributing employer, if the aggregated group would continue to meet the requirements of Sections 401(a)(4) and 410 of the Internal Revenue Code with such plan being taken into account.
  - (iii) Any plans which were terminated within the 5-year period ending on the determination date shall be included in an aggregation group.
  - (iv) If the aggregation group includes two or more defined benefit plans, all such plans shall use the actuarial factors specified in paragraph 2(b) of this Article K.
- (e) Special Rules
- (i) The \$130,000 limitation in paragraph c(i) above shall be automatically adjusted each year as provided in Code Section 416(i)(A).
  - (ii) The present value of the cumulative accrued benefit for any employee shall be increased by the aggregate distribution made with respect to such employee under the Plan during the 1-year period ending on the determination date, except that the 1-year period shall be a 5-year period in the case of any distribution made for a reason other than severance from employment, death or disability.
  - (iii) The accrued benefit of an employee who has not performed any service for a contributing employer during the one-year period ending on the determination date shall not be taken into account for purposes of determining if the plan is Top Heavy.
  - (iv) For purposes of this Article K, Compensation for a Plan Year means the amount required to be included in the employee's Form W 2 for the calendar year that ends within that Plan Year.
  - (v) The Joint Board is authorized to adopt any other rules or regulations necessary to insure that the Plan complies in all respects with the top heavy rules of the Internal Revenue Code.

### 3. Special Vesting and Minimum Benefit Rules

The following rules will apply only to employees not included in a unit of employees covered by a collective bargaining agreement requiring contribution to this Plan and only if the Plan as a whole becomes Top Heavy. Such employees are referred to herein as Top Heavy Employees.

(a) Vesting

(i) Applicability. If the Plan becomes Top Heavy the vesting schedule set forth in paragraph (ii) below shall apply to the accrued benefit of every Top Heavy Employee who has at least one Hour of Service while the Plan is Top Heavy. Participants who do not have an Hour of Service while the Plan is Top Heavy will have their vesting determined under the regular vesting schedule. Any accrued benefits which were forfeited before the Plan became Top Heavy will remain forfeited.

(ii) Special Vesting Schedule. If the Plan becomes Top Heavy, the following vesting schedule shall apply instead of the Plan's regular vesting schedule to the Top Heavy Employees defined in subparagraph (i):

Years of Vesting Credit	Percentage
2	20
3	40
4	60
5	80
6 or more	100

(iii) End of Top Heavy Status. If, after being determined to be Top Heavy, the Plan ceases to be Top Heavy, then

(I) The nonforfeitable percentage of a Participant's accrued benefit before the Plan ceased to be Top Heavy will not be reduced;

(II) Any Top Heavy Employee with five or more Years of Vesting Credit at the time the Plan ceased to be Top Heavy will have the vesting schedule of paragraph (ii) above applied to his accrued benefits whenever earned; and

(III) Any Top Heavy Employee with less than five Years of Vesting Credit at the time the Plan ceased to be Top Heavy will have the Plan's regular vesting provisions apply to all benefits accrued after the Plan ceased to be Top Heavy.

(b) Special Minimum Benefit Rules

(i) Applicability. If the Plan becomes Top Heavy, then for the first year that the Plan is Top Heavy, and for all subsequent years during which it is Top Heavy, the minimum benefit set forth in paragraph (ii) below shall apply to all Top Heavy Employees (other than Key Employees) who have a Year of Vesting Credit during any such Plan Year.

(ii) Special Minimum Benefit. If the Plan becomes Top Heavy, the minimum Normal Retirement Benefit for Top Heavy Employees (other than Key Employees) shall be the greater of (I) the Plan's Basic Normal Retirement Benefit determined under Article D 2, or (II) 2 percent of the Participant's Average Top Heavy Compensation for each Year of Benefit Service beginning after June 30, 1984 during which the Plan was Top Heavy, up to a maximum of 10 such years.

(iii) Average Top Heavy Compensation shall mean the average Compensation for work performed while a Participant in this Plan for the period of consecutive Top Heavy Years, not exceeding 5, during which the Participant had the greatest aggregate Compensation. Top Heavy Years are those Plan Years beginning on or after July 1, 1984 for which the Plan is determined to be Top Heavy.



## ARTICLE L - ELIGIBLE ROLLOVER DISTRIBUTIONS

### 1. Transfers to the Plan.

This Plan does not accept eligible rollover distributions.

### 2. Transfers from the Plan.

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

### 3. Definitions.

The following definition shall apply to this Article L.

(a) Eligible Rollover Distribution. An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:

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

(2) any distribution to the extent such distribution is required under Code Section 401(a)(9);

(3) any hardship distribution;

(4) the portion of any distribution that is not includable in gross income; and

(5) any other distribution(s) that is reasonably expected to total less than \$200 during a year.

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includable in gross income. However, such portion may be transferred only to (1) an individual retirement account or annuity described in Code Section 408(a) or (b); (2) for taxable years beginning after December 31, 2001 and before January 1, 2007, to a qualified trust which is part of a defined contribution plan that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not so includable; or, (3) for taxable years beginning after December 31, 2006, to a qualified trust or to an annuity contract described in Code Section 403(b), if such trust or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is so includable in gross income and the portion of such distribution which is not so includable.

(b) Eligible Retirement Plan. An Eligible Retirement Plan is a qualified plan described in Code Section 401(a), an annuity plan described in Code Section

403(a), an annuity contract described in Code Section 403(b), an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), or an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of state and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the Distributee's Eligible Rollover Distribution.

Effective on and after January 1, 2008, Eligible Retirement Plan also includes a Roth IRA described in Code Section 408A. An amount rolled over to a 408A plan must be an Eligible Rollover Distribution, and, pursuant to Code Section 408A(d)(3)(A), there must be included in gross income any amount that would be includible if the distribution was not rolled over. For taxable years beginning before January 1, 2010, a Distributee will not be permitted to make a Direct Rollover to a Code Section 408A plan if, for the year the eligible rollover is made, the Distributee has a modified adjusted gross income exceeding \$100,000 or is married and files a separate return. The restriction in the foregoing sentence shall not apply in taxable years beginning on or after January 1, 2010.

Neither the Plan nor the Plan administrator will be responsible for assuring that the Distributee is eligible to make a rollover to a Roth IRA.

(c) Distributee. A Distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternative payee under a qualified domestic relations order, as defined in Code Section 414(p), are Distributees with regard to the interest of the spouse or former spouse. A Distributee also includes the Participant's nonspouse designated beneficiary. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code Sections 408(a) or 408(b) ("IRA") or a Roth individual retirement account or annuity described in Code Section 408A, provided that such IRA or Roth IRA is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). Also, in this case, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(d) Direct Rollover. A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

ARTICLE M - REEMPLOYMENT UNDER THE UNIFORMED SERVICES EMPLOYMENT  
AND REEMPLOYMENT RIGHTS ACT

It is the intent of this Plan to comply with the reemployment rights of members of the Uniformed Services as specified in 38 United States Code Chapter 43 ("USERRA") and Internal Revenue Code section 414(u). Therefore, notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

1. Definitions.

(a) Qualified Military Service means any service in the Uniformed Services of the United States by any individual if such individual is entitled to reemployment rights with respect to such service under USERRA.

(b) Uniformed Services means:

- (i) the Armed Forces;
- (ii) the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty for training, or full-time National Guard duty;
- (iii) the commissioned corps of the Public Health Service; and
- (iv) any other category of persons designated by the President of the United States in time of war or emergency.

2. Breaks in Service.

Notwithstanding any other provision of this Plan to the contrary, an individual reemployed under USERRA will not be treated as having incurred a One-Year Break in Service by reason of such person's period of Qualified Military Service.

3. Years of Vesting Credit.

Each period of Qualified Military Service served by an individual is, upon reemployment by an Employer under USERRA, deemed to constitute service with the Employer during the period it was a contributing Employer to the Plan. For purposes of determining Years of Vesting Credit, the individual will be credited with 190 Hours of Service for each month, or partial month, of Qualified Military Service.

4. Benefit Accruals.

Each period of Qualified Military Service served by an individual, is upon reemployment by an employer under USERRA, deemed to constitute service with that Employer for purposes of determining the accrual of benefits under the Plan as follows:

(a) only periods during which the Employer was a party to a collective bargaining agreement pursuant to which the Plan was maintained will be counted;

(b) the returning employee will be considered to have been in the same category of employment during Qualified Military Service as the category in which he was employed immediately before such Service;

- (c) the amount of benefit accrued shall be computed,
- (i) at the rate the employee would have received but for the period of Qualified Military Service, or
  - (ii) if the determination of such rate is not reasonably certain, on the basis of the employee's average pay rate, hours, or compensation during the 12-month period immediately preceding such Service (or, if shorter, the period of employment immediately preceding such Service); and
  - (iii) in the same manner and to the same extent that benefits were accrued for other employees during the period of Qualified Military Service.

5. Notice.

Any Employer who reemploys a person under USERRA shall, within 30 days after the date of such reemployment, provide information, in writing, of such reemployment to the Plan.

6. Cost.

The cost of any additional benefits earned by a person during Qualified Military Service shall be paid for by the Plan, and no additional contributions shall be required from the Employer.

7. HEART Act.

If a Participant dies while performing Qualified Military Service, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

## ARTICLE N. - MINIMUM DISTRIBUTION REQUIREMENTS.

### 1. General Rules.

(a) Effective Date. The provisions of this Article will apply for purposes of determining required minimum distributions for calendar years beginning after December 31, 2005. For purposes of determining minimum required distributions for calendar years 2003, 2004, and 2005, a good faith interpretation of the requirements of Paragraph 401(a)(9) of the Code shall apply.

### (b) Precedence.

(i) The requirements of this Article will take precedence over any inconsistent provisions of the Plan.

(ii) This Article does not authorize any distribution options not otherwise provided under the Plan.

(c) Requirements of Treasury Regulations Incorporated. All distributions required under this Article will be determined and made in accordance with the Treasury regulations under Paragraph 401(a)(9) of the Internal Revenue Code.

### 2. Time and Manner of Distribution.

(a) The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(b) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's surviving spouse is the Participant's sole designated beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(ii) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Paragraph 2(b), other than Paragraph 2(b)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Section 15.02 and Section 15.05, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 15.02(b)(4) applies, the date distributions are required to begin to the surviving spouse under Section 15.02(b)(1)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date

distributions are required to begin to the surviving spouse under Section 15.02(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

(c) Unless the Participant's interest is distributed in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Paragraphs 3, 4 and 5 of this Article.

3. Determination of Amount to be Distributed Each Year.

(a) If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 15.04 or 15.05;

(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) payments will either be nonincreasing or increase only as follows:

(A) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(B) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 15.04 dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order;

(C) to provide cash refunds of employee contributions upon the Participant's death; or

(D) to pay increased benefits that result from a Plan amendment.

(b) The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 15.02(b)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(c) Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

4. Requirements for Annuity Distributions that Commence During Participant's Lifetime.

(a) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Paragraph 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(b) Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Paragraph 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Paragraph 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Paragraph 4(b), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Paragraph 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the Annuity Starting Date.

5. Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.

(a) If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 2(b)(1) or (2), over the life of the designated beneficiary or over a period certain not exceeding:

(i) unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(ii) if the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

(b) If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section 5 will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 2(b)(1).

6. Definitions.

(a) The individual who is designated as the beneficiary under Article V, Section 2 of the Plan and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-4 of the Treasury regulations.

(b) A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 15.02(b).

(c) Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(d) Required Beginning Date. The date specified in Section 1.24 of the Plan.



## ARTICLE O - EGTRRA AMENDMENTS

1. This Article O is adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"). This amendment is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder. Except as otherwise provided, this amendment shall be effective as of July 1, 2002.

2. This Article O shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Article O.

3. This paragraph shall apply for purposes of determining whether the plan is a top-heavy plan under section 416(g) of the Code for plan years beginning on or after July 1, 2002, and whether the plan satisfies the minimum benefits requirements of section 416(c) of the Code for such years. This section amends Article K of the Plan.

(a) Key employee means any employee or former employee (including any deceased employee) who at any time during the Plan Year that includes the determination date was an officer of an employer having annual compensation greater than \$130,000 (as adjusted under section 416(i)(1) of the Code for plan years beginning after December 31, 2002), a 5-percent owner of the employer, or a 1-percent owner of the employer having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation within the meaning of section 415(c)(3) of the Code. The determination of who is a key employee will be made in accordance with section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

(b) This paragraph (b) shall apply for purposes of determining the present values of accrued benefits of participants as of the determination date.

(i) The present values of accrued benefits and the amounts of account balances of an employee as of the determination date shall be increased by the distributions made with respect to the employee under the plan and any plan aggregated with the plan under section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the plan under section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting 5-year period for 1-year period.

(ii) The accrued benefits and accounts of any individual who has not performed services for an employer during the 1-year period ending on the determination date shall not be taken into account.

4. This paragraph shall be effective for limitation years ending after December 31, 2001, except as provided in paragraph 4(c)(iv).

(a) Benefit increases resulting from the increase in the limitations of section 415(b) of the Code will be provided to all current and former participants (with benefits limited by section 415(b)) who have an accrued benefit under the Plan immediately prior to the effective date (other than an accrued benefit resulting from a benefit increase solely as a result of the increases in limitations under section 415(b)).

(b) The "defined benefit dollar limitation" is \$160,000, as adjusted, effective January 1 of each year, under section 415(d) of the Code in such manner as the

Secretary of the Treasury shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under section 415(d) will apply to limitation years ending with or within the calendar year for which the adjustment applies.

(c) The “maximum permissible benefit” is the defined benefit dollar limitation (adjusted where required, as provided in (i) and, if applicable, in (ii) or (iii) below, and limited, if applicable, as provided in (iv) below).

(i) If the participant has fewer than 10 years of participation in the plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the plan and (ii) the denominator of which is 10.

(ii) If the benefit of a participant begins prior to age 62, the defined benefit dollar limitation applicable to the 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 (adjusted under (b) above, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (A) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified for this purpose in the Plan and (B) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the applicable mortality table as specified for this purpose in the Plan. Any decrease in the defined benefit dollar limitation determined in accordance with this paragraph (b) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.

(iii) If the benefit of a participant begins after the participant attains age 65, the defined benefit dollar limitation applicable to the participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the participant at age 65 (adjusted under (i) above, if required). The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as (A) the lesser of the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified for this purpose in the Plan and (B) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate assumption and the applicable mortality table as specified for this purpose in the Plan. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.

(iv) Notwithstanding the above, for limitation years beginning before January 1, 2002, the maximum permissible benefit will not exceed the defined benefit compensation limitation. In the case of a participant who has fewer than 10 years of service with all employers, the defined benefit compensation limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of service with all employers and (ii) the denominator of which is 10.

(d) Paragraphs (a), (b) and (c) shall apply for Limitation Years prior to January 1, 2008. For Limitation Years beginning on or after January 1, 2008, a participant’s accrued benefit shall not exceed the limitations imposed by Section 415 of the Codes. For this purpose, the maximum dollar limitation under Code Section 415(b)(1)(A) is adjusted annually as provided for under Section 415(d). In no case shall any benefit exceeding Code Section 415 be accrued, distributed, or otherwise paid in any form of payment at any time under the Plan.

## APPENDIX A

### PRE-ERISA BREAK IN SERVICE

A Pre-ERISA Break in Service is any Break in Service that occurred prior to July 1, 1976 under the following definitions:

A "Break in Service" occurs if there is a period of two Plan Years of the Trust during which the Employee does not receive at least 360 hours of credit based on contributory and/or reciprocal service; but no account shall be taken of any Plan Years during half of which the Employee was unable to perform such work for one or more of the following reasons:

- (1) Physical or mental disability.
- (2) Military service under which re employment rights are guaranteed by law.
- (3) Employment as a glazier, glassworkers, or any other work category covered by the Plan on June 30, 1976 with any agency of the United States Government anywhere in the world, or with any state or local governmental agency in an area where contributory or reciprocal service would be earned if the work were for a private employer.
- (4) Employment as a glazier, glassworker, or any other work category covered by the Plan on June 30, 1976 outside of Northern California for a period not in excess of three Plan Years, provided that the individual returns to credited service and earns an additional three years of credited service after his return before a Break in Service occurs.
- (5) Such other reasons as are set forth in rules adopted by the Trustees.

APPENDIX B  
CLAIMS PROCEDURES FOR  
NORTHERN CALIFORNIA GLAZIERS, ARCHITECTURAL  
METAL AND GLASSWORKERS PENSION PLAN  
(Effective July 1, 2002)  
Outline of Contents

- I. General Rules
  - A. Claims
  - B. Definitions
- II. Filing Initial Claim Forms
  - A. Initial Claims
  - B. Determinations
  - C. Calculating Time Periods
- III. Time of Initial Claims Determinations
  - A. Determination Period
  - B. Disability Retirements
  - C. Expiration of Time Periods
- IV. Notification of Initial Claims Denials
  - A. Contents of Notification
  - B. Manner of Notification
- V. Appeals of Adverse Initial Claims Determinations
  - A. General Rules
  - B. Determinations
  - C. Calculating Time Periods
- VI. Time of Claims Appeal Determinations
  - A. General Rule
  - B. Extensions
  - C. Notice
  - D. Contents of Notification
- VII. Notification of Appeals Decisions
  - A. Manner of Notification
  - B. Contents of Notification
  - C. No Further Appeals
- VIII. Legal Proceedings
  - A. Legal Actions
  - B. Legal Standards
- IX. Miscellaneous Provisions
  - A. Authorized Representatives
  - B. Plan Records
  - C. Appeal of Adverse Determinations
  - D. Rights of Joint Board

CLAIMS PROCEDURES FOR  
NORTHERN CALIFORNIA GLAZIERS, ARCHITECTURAL  
METAL AND GLASSWORKERS PENSION PLAN  
Effective: July 1, 2002

I. General Rules

A. Claims. All claims for benefits under the Plan after the effective date will be decided in accordance with these claims procedures.

B. Definitions.

(1) Claimant: A participant or beneficiary under the Plan with a claim for benefits.

(2) Joint Board: Joint Board means the Joint Board of Trustees of this multiemployer plan which meets at least quarterly. It's address is:

c/o ATPA  
1640 South Loop Road  
Alameda, CA 94502  
Phone: (510) 337-3050  
Fax: (510) 337-3060

(3) Plan Manager: The Plan Manager of this Plan is:

c/o ATPA  
1640 South Loop Road  
Alameda, CA 94502  
Phone: (510) 337-3050  
Fax: (510) 337-3060

II. Filing Initial Claim Forms

A. Initial Claims. All initial claims must be filed with the Plan Manager in written form or electronically using such forms or standards as the Joint Board may specify from time to time. If a claim does not contain all the necessary information, including information required from the Social Security Administration, the Plan Manager shall notify Claimant or the Claimant's authorized representative in written or electronic form as soon as possible.

B. Determinations. The Plan Manager shall determine initial claims within the time periods specified in Article III.

C. Calculating Time Periods. The time period from which a benefit determination is to be made begins at the time a claim is filed without regard to whether all the information necessary to make a benefit determination accompanies the filing. If the period of time is extended as hereafter provided, the period for making the benefit determination shall be tolled from the date on which the notification of extension is sent to Claimant until the date on which the Claimant or other entity supplying the information (such as the Social Security Administration) responds to the request for additional information.

### III. Time of Initial Claims Determinations

#### A. Determination Period

(1) The Plan Manager shall notify a Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim.

(2) If the Plan Manager determines that there is not sufficient information to determine the claim within the time limit in paragraph (1) and notifies the Claimant prior to the expiration of that time limit of the circumstances requiring the extension and the date by which a decision is expected to be rendered, then the time period for a decision can be extended for up to 90 days.

(3) Notification of initial claim determinations shall contain the information listed in Article IV.

B. Disability Retirements. Disability retirement benefits under the Plan are dependent upon a finding of disability by the Social Security Administration and the receipt of a Disability Award from it. Therefore, Plan determinations of disability status are not medical judgments and do not require special claims procedures.

C. Expiration of Time Periods. If a claim is not acted upon within the time periods prescribed by this Article III, the Claimant may proceed to the appeal procedure as if the claim were denied.

### IV. Notification of Initial Claims Denials

A. Contents of Notification. The Plan's notification of an adverse benefit determination on an initial claim shall set forth, in a manner calculated to be understood by the Claimant, the following matters:

(1) The specific reason or reasons for the decision.

(2) Reference to the specific Plan provision on which the decision is based.

(3) A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary.

(4) A description of the Plan's review procedure and the time limits applicable to such procedures.

(5) A statement of the Claimant's right to bring a court action under ERISA §502(a) following an adverse decision on review.

B. Manner of Notification. The notification shall be in written or electronic form.

### V. Appeals of Adverse Initial Claims Determinations

A. General Rules. All adverse decisions of initial claims may be appealed by Claimants to the Joint Board pursuant to the following rules:

(1) Claimants must file with the Joint Board an appeal in writing within 60 days following receipt of the Plan notification of an adverse initial determination. There is no specific form for this purpose. Late applications may be considered by the Joint Board in its sole discretion if it finds that the delay in filing was reasonable under the circumstances. Failure to file an appeal within the 60 day period will constitute a waiver of the Claimant's right to review the denial of his claim whether or not the Plan is prejudiced by the failure.

(2) Claimants may submit written comments, documents, records or other information relating to the claim.

(3) Upon written request, Claimant will be provided, free of charge, reasonable access to and copies of any documents, records and other information if they (a) were relied upon in making the initial determination, (b) were submitted, considered or generated in the course of making the benefit determination even if not relied upon, (c) demonstrate that the Plan provisions have been followed and applied consistently with respect to similarly situated individuals, or (d) constitute a statement of policy or guidance with respect to the Plan concerning the denied benefit whether or not relied upon.

(4) The appeal will take into account all comments, documents, records, and other information submitted by Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial determination.

(5) The Claimant shall have no right to personally appear before the Joint Board unless the Joint Board in its sole discretion concludes that such an appearance would be of value in enabling it to review the adverse initial determination.

B. Determinations. Claims appeals will be determined within the time periods specified in Article VI.

C. Calculating Time Periods. The time period from which an appeal is to be made begins at the time the appeal is filed without regard to whether all the information necessary to make a benefit determination accompanies the filing. If the period of time is extended as hereafter provided, the period for deciding the appeal shall be tolled from the date on which the notification of extension is sent to Claimant until the date on which the Claimant responds to the request for additional information.

## VI. Time of Claims Appeal Determinations

A. General Rule. In general, the Joint Board shall decide appeals at the next regularly scheduled board meeting. However, if the appeal is received within 30 days preceding the date of such meeting, the appeal may be decided by no later than the date of the second meeting following receipt of the appeal.

B. Extensions. If special circumstances require a further extension, the appeal will be decided not later than the third meeting following receipt of the appeal. The Plan Manager shall notify the Claimant in writing of the extension describing the special circumstances and the date as of which to benefit determination will be made before the start of the extension.

C. Notice. The Plan Manager shall notify the Claimant of the Joint Board's decision as soon as possible, but not later than 5 days after the appeal is decided.

D. Contents of Notification. Adverse decisions on appeal shall be made in

accordance with and contain the information listed in Article VII.

VII. Notification of Appeals Decisions

A. Manner of Notification. Decisions on appeals will be communicated to Claimants by written or electronic notification.

B. Contents of Notification. Adverse appeals decisions shall set forth, in a manner calculated to be understood by the Claimant, the following information:

(1) The specific reason or reasons for the decision.

(2) Reference to the specific Plan provisions on which the appeal is based.

(3) A statement that the Claimant is entitled to receive upon request and free of charge reasonable access to and copies of all documents, records, and other information relevant to the Claimant's claim as described in Article V-A(3).

(4) A statement of the Claimant's right to bring a court action under ERISA §502(a).

C. No Further Appeals. Following issuance of the decision on appeal, there is no further right under these procedures to appeal or arbitrate the decision.

VIII. Legal Proceedings

A. Legal Actions. Claimants may pursue their claims for benefits in court under ERISA §502(a) but only after they exhaust their administrative remedies as provided in these claims procedures. Failure of a Claimant to exhaust his or her administrative remedies will preclude further judicial review.

B. Legal Standards.

(1) The Joint Board is given full discretionary authority (a) to finally determine all facts relevant to any claim, (b) to finally construe the terms of the Plan and all other documents relevant to the Plan, and (c) to finally determine what benefits are payable from the Plan.

(2) Any decision made by any Joint Board shall be binding on all persons affected to the fullest extent permitted by law.

(3) No decision of the Joint Board shall be revised, changed or modified by any arbitrator or court unless the party seeking such action is able to show by clear and convincing evidence that the Joint Board's decision was an abuse of discretion in light of the information actually available to it at the time of its decision

(4) Determinations of disability status by the Social Security Administration are not medical judgments requiring the Joint Board to consult with medical experts.

IX. Miscellaneous Provisions

A. Authorized Representatives. A Claimant may appoint in writing an



authorized representative to act on his behalf in pursuing a claim or appeal under these claim procedures. There is no required form for this purpose

B. Plan Records. The Plan Manager shall maintain records designed to ensure and verify that determinations are made in accordance with Plan documents and that where appropriate, the Plan provisions have been applied consistently with respect to similarly situated Claimants. Plan participants' privacy will be protected at all times.

C. Appeal of Adverse Determinations. Any decisions affecting a Claimant's benefits under the Plan may be appealed under these claims procedures, including:

- (1) A denial, reduction or termination of any Plan benefit.
- (2) A failure to provide or make payment in whole or in part for any Plan benefit.
- (3) A refusal to provide a Plan benefit based on a determination that the Claimant is not eligible under the terms of the Plan.

D. Rights of Joint Board. The Joint Board retains the right to interpret and amend these Claims Procedures. Furthermore, if these procedures are ambiguous or do not provide an explicit procedure for a specific circumstance, the Joint Board is authorized to adopt such rules as it in its discretion deems necessary and appropriate to provide Claimants with appropriate initial determinations and an opportunity for a full and fair review of any adverse benefit determination.

APPENDIX C  
DEFICIT REDUCTION CONTRIBUTIONS

Effective July 1, 2005, and until revised by the Trustees, \$1.00 of the hourly Journeyman Glazier contribution rate to this Plan will be designated a deficit reduction contribution for which no benefits will be accrued. Other categories of employment will have the deficit reduction contribution rates specified in the Contribution Agreements containing them, until the Board of Trustees rejects those rates and notifies the parties in writing of the effects of such a rejection and the effective date thereof.