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**IRON WORKERS LOCAL 17 PENSION FUND**  
**PENSION PLAN RULES AND REGULATIONS**

**Restated Effective May 1, 2010**  
**(As Amended Through January 31, 2010)**

**PENSION PLAN RULES AND REGULATIONS**  
**RESTATED EFFECTIVE MAY 1, 2010**  
**(AS AMENDED THROUGH JANUARY 31, 2010)**

Adopted as of December 30, 1965, the Iron Workers Local 17 Pension Plan was made effective to provide retirement, disability and death benefits to employees covered by the Plan. The Plan was adopted in accordance with the terms of a Trust Agreement effective May 1, 1965. The Plan and Trust Agreement have been amended from time to time.

The Plan and Fund maintained under the Trust Agreement are intended to meet the requirements of Sections 401(a) and 501(a) of the Internal Revenue Code, as amended by the Employee Retirement Income Security Act of 1974, and as further amended by the Economic Growth and Tax Relief Reconciliation Act of 2006 (EGTRAA); Pension Funding Equity Act of 2004 (PFEA); Pension Protection Act of 2006 (PPA); final regulations under Internal Revenue Code Sections 401(a)(9) and 415; Workers' Retirees' and Employers' Recovery Act of 2008 (WRERA); Heroes Earnings Assistance and Relief Act of 2008 (HEART) and various regulatory changes as required since 2002 when the Plan was last restated in its entirety.

The provisions of this Restated Pension Plan shall apply to an employee who terminates employment on or after May 1, 2010. A former employee's eligibility for benefits and the amount of benefits, if any, payable to or on behalf of a former employee shall be determined in accordance with the provisions of the Pension Plan in effect on the date his employment terminated, except to the extent otherwise specifically provided under subsequent Plan Amendments and this Restated Plan. Provided, however, any participant who has not commenced his benefit on or before May 1, 2009, shall have his benefits determined in accordance with the terms of this Restatement which were adopted in compliance with the Pension Protection Act of 2006.

The text of the Pension Plan follows.

## RESOLUTION AMENDING PLAN

This Plan, as amended, is hereby adopted by the Board of Trustees for the Iron Workers' Local 17 Pension Plan, by motion duly made, seconded and adopted May 1, 2010 subject to all of conditions of this Resolution.

This Plan was established May 1, 1965. It was amended and restated over time with the most recent Restatement effective May 1, 2002. This most recent Restated Plan, along with all prior plans, are referred to collectively as the "Original Plan."

The Original Plan is maintained under the condition that it shall continue to be approved and qualified by the Internal Revenue Service under Internal Revenue Code ("Code") §401(a) and that the Trust hereunder is exempt under Code §501(c), or under any comparable sections of any future legislation which amends, supplements or supersedes such sections.

The Original Plan is further amended by this Amended and Restated Plan adopted effective May 1, 2010, to comply with the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"); Pension Funding Equity Act of 2004 ("PFEA"), the Pension Protection Act of 2006 ("PPA"); the final regulations under Code §§401(a)(9) and 415; the Heroes Earnings Assistance and Relief Act of 2008 ("HEART"), the Workers' Retirees' and Employers' Act of 2008 ("WRERA") and other applicable rules and regulations.

The changes incorporated into this Restated Plan represent an interrelated whole. In the event that acceptance by the Internal Revenue Service requires any change in this Amended and Restated Plan, the Trustees reserve the right to change the Plan in any lawful respect whatsoever.

Moreover, in adopting this Restated Plan, the Trustees have taken into consideration the fact that the regulations, ruling and interpretations under the Employee Retirement Income Security Act of 1974 (ERISA); EGTRAA, PFEA, PPA, HEART, WRERA and Code §§401(a)(9) and 415 may change while this Restated Plan is pending with the Internal Revenue Service and in the future. Therefore, the Trustees reserve the right to change this Plan in any lawful respect to comply with, adjust to, or take into account any changes in regulations, rulings and interpretations.

In the event that the Plan is further amended before it has been accepted by the Internal Revenue Service as qualified, payments shall from the time of adoption of such future amendment, be in accordance with the Plan as so amended. The provisions of this Resolution for avoiding any delay in paying the benefits of this Amended and Restated Plan to Participants and Beneficiaries during the interim period shall not, in any event or respect, be deemed to create any vested right or benefit accrual above and beyond or difference from those provided under the terms of this Plan as they are when it is accepted as qualified by the Internal Revenue Service.

Anything in the Resolution to the contrary notwithstanding, the rights and benefits of any employee under the Original Plan who has retired or otherwise left covered employment prior to the Effective Date of this Restatement, shall be determined under, and shall be governed by and in accordance with, the prior provisions of the Original Plan applicable to said employee when he retired or left covered employment, including those provisions regarding forfeiture of pension and vesting credits, benefits or other rights under the Original Plan; and this Restated Plan shall be generally inapplicable to such employees, except for the limited purpose of providing for the continued retention by the Trustees of any undistributed interests of such former employees and the ultimate distribution of such interests. Provided, however, all benefits for any employee that left covered employment but did not commence receipt of his benefits prior to May 1, 2009, shall be determined in accordance with the terms of this Restated Plan, as applicable.

Anything in this Resolution to the contrary notwithstanding, the replacement of the Original Plan shall not increase or enhance the vested interests of former employees to any distribution under said Original Plan or otherwise entitle such employees to any distribution thereunder. Such replacement shall similarly not result in the reversion of any assets held under the terms of the Original Plan into possession, ownership or control of the Employers.

IN WITNESS WHEREOF, the Board of Trustees for the Iron Workers Local 17 Pension Plan has adopted this Amended and Restated Plan on this 9<sup>th</sup> day of February, 2010 to be effective May 1, 2010.

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BOARD OF TRUSTEES

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## ARTICLE I Definitions

### Section 1.01. Actuarial Present Value.

- (a) For Plan Years beginning after April 30, 2000.
- (1) For lump sum payment other than pursuant to a Qualified Domestic Relations Order, unless otherwise specified in the Plan, the "Actuarial Present Value" of a benefit shall be determined using the Interest Rate for the 30-year Treasury Securities ("the Applicable Interest Rate"). The Applicable Interest Rate shall be effective for lump sum payment as of May 1, 2000 and shall be adjusted on the first day of each Plan Year. The Applicable Interest Rate shall be determined in the month of March preceding each Plan Year. The Mortality Assumption shall be determined based upon the Applicable Mortality Table which is based on the prevailing Commissioner's standard table used to determine reserves for group annuity contracts. As of April 30, 2000, the Applicable Mortality Table is set forth in Rev. Rul. 95-6.
  - (2) For lump sum distributions prior to May 1, 2008, notwithstanding any other provision of the Plan to the contrary, any reference in the Plan to the applicable mortality table prescribed in Rev. Rul. 95-6 shall be construed as a reference to the mortality table prescribed in Rev. Rul. 2001-62 for all purposes under the Plan.
  - (3) For lump sum distributions on or after May 1, 2008.
    - (A) The Applicable Interest Rate for a Plan Year shall be the adjusted first, second and third segment rates applied under the rules similar to the rules of IRC §430(h)(2)(C) for the second full calendar month preceding the Plan Year which contains the date of distribution or such other time as the Secretary of Treasury may by regulations prescribe. For this purpose, the first, second, and third segment rates are the first, second and third segment rates that would be determined under IRC §430(h)(2)(C) if:

- (B) IRC §430(h)(2)(D) were applied by substituting the average yields for the second full calendar month preceding the Plan Year which contains the date of distribution or such other time as the Secretary of Treasury may by regulations prescribe for the average yields for the twenty-four (24) month period described in such Section, and
- (C) IRC §430(h)(2)(G)(i)(II) were applied by substituting "Section 417(e)(3)(A)(ii)(II) for "Section 412(b)(5)(B)(ii)(II)", and
- (2) The applicable percentage under IRC §430(h)(2)(G) is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.
- (3) The Applicable Mortality Table for all purposes under the Plan shall be the mortality table prescribed in regulations under IRC §417(e) for use in the Plan Year that contains the date of distribution.
- (b) For converting the normal form of benefit to all optional forms other than pursuant to a Qualified Domestic Relation Order, and lump sum payments, the "Actuarial Present Value" of a benefit shall be determined using the interest rate of 7.5%, unless otherwise specified in the Plan.
- (c) For converting the form of benefit to all optional forms, unless otherwise specified in the Plan, the mortality assumption shall be based on the 1971 Group Annuity Mortality Table weighted as follows:
  - (1) for a Participant's benefit, 100% male and 0% female;
  - (2) for the benefit of a Participant's Spouse or former Spouse, 0% male and 100% female; and
  - (3) in any other case, 50% male and 50% female.
- (d) "Actuarial Equivalence" means two benefits of equal Actuarial Present Value based on the actuarial factors and assumptions specified in the provision in which that phrase is used or, if not otherwise specified, based on the assumptions described in this Section

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1.01.

- (e) Notwithstanding any other provision of Section 1.01 to the contrary, for payments to an alternate payee pursuant to a Qualified Domestic Relations Order when payments commence due to the commencement of a Disability Pension to the Participant, the mortality assumption shall be based on the 1971 Group Mortality Table – Female for the Alternate payee and the 1965 Railroad Retirement Board – Disabled Life Table for the participant.

### Section 1.02. Annuity Starting Date.

- (a) The "Annuity Starting Date" is the date as of which benefits are calculated and paid under the Plan and shall be the first day of the first month after or coincident with the later of:
  - (1) the first day of the month following submission by the Participant of a completed application for benefits; or
  - (2) thirty (30) days after the Plan advises the Participant of the available benefit payment options.
- (b) The Annuity Starting Date may occur and benefits may begin before the end of the 30-day period, provided:
  - (1) the Participant and Spouse, if any, consent in writing to the commencement of payments before the end of the thirty (30) day period, and distribution of the Pension begins more than seven days after the written explanation was provided to the Participant and Spouse;
  - (2) the Participant's benefit was previously being paid because of an election after the Normal Retirement Age; or
  - (3) the benefit is being paid out automatically as a lump sum under the provisions of the Plan.
- (c) The Annuity Starting Date shall not be later than the Participant's Required Beginning Date.

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- (d) The Annuity Starting Date for a Beneficiary or alternate payee under a Qualified Domestic Relations Order within the meaning of Section 206(d)(3) of ERISA and Section 414(p) of the Internal Revenue Code will be determined as stated in (a), (b) and (c) above, except that references to the Husband and Wife Pension and spousal consent do not apply.

### **Section 1.03. Beneficiary.**

"Beneficiary" means a person (other than a Pensioner) who is receiving benefits under this Plan because of his or her designation for such benefits by a Participant.

### **Section 1.04. Collective Bargaining Agreement.**

"Collective Bargaining Agreement" or "Agreement" means an agreement between the Union and an Employer that requires contributions to the Fund.

### **Section 1.05. Continuous Employment.**

Two periods of employment are Continuous if there is no quit, discharge, or other termination of employment between the periods.

### **Section 1.06. Contributing Employer.**

- (a) "Contributing Employer" or "Employer" means an employer signatory to a Collective Bargaining Agreement with the Union requiring contributions to this Fund either individually or as a member of an Employer Association as well as an employer signatory to any other agreement requiring contributions to this Fund.
- (b) "Employer" shall also include this Pension Fund, the Iron Workers Local 17 Insurance Benefit Fund, the Iron Workers Local 17 Annuity Fund, the Iron Workers Local 17 Apprenticeship Fund, Iron Workers Local 17 Fringe Benefit Funds, Inc. and the Union provided a written "agreement" exists stating the terms of participation.
- (c) An employer shall not be deemed a Contributing Employer simply because it is part of a controlled group of corporations or of a trade or business under common control, some other part of which is a Contributing Employer.

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### **Section 1.07. Contribution Period.**

"Contribution Period" means, with respect to a unit or classification of employment, the period during which the employer is a Contributing Employer, with respect to the unit or classification of employment.

### **Section 1.08. Covered Employment.**

"Covered Employment" means work of an Employee by an Employer in a category covered by the Collective Bargaining Agreement or other written participation Agreement including such work prior to the Contribution Period.

### **Section 1.09. Employee.**

"Employee" means a person who is an Employee of an Employer and who is covered by a Collective Bargaining Agreement or any written agreement requiring Employer contributions on his behalf. If this Pension Fund, the Iron Workers Local 17 Insurance Benefit Fund, the Iron Workers Local 17 Annuity Fund, the Iron Workers Local 17 Apprenticeship Fund, Iron Workers Local 17 Fringe Benefit Funds, Inc., the Union, or if the International Association is a Contributing Employer, the employees with respect to whom such Employer participates in this Plan are to be deemed Employees.

If an Employee who had been a Participant in this Plan at its inception commenced employment with a political subdivision such as a municipality, water authority, board of education, or other public entity, and that employment is of the type covered under a Collective Bargaining Agreement with Contributing Employers and is within the geographic jurisdiction of the Union, the Employee may enter into an Agreement with the Trustees to continue Participation in the Plan through direct contributions.

The term "Employee" shall not include:

- (a) a sole proprietor who is a Contributing Employer;
- (b) a partner who is a Contributing Employer, regardless of the size of the partnership interest; or
- (c) anyone else whose ownership would jeopardize the tax-exempt status of the Fund or

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violate provisions of the Employee Retirement Income Security Act of 1974.

### **Section 1.10. Gender.**

Except as the context may specifically require otherwise, use of the masculine or feminine gender shall be understood to include both masculine and feminine genders.

### **Section 1.11. International Association.**

"International Association" means the International Association of Bridge, Structural Ornamental and Reinforcing Iron Workers, AFL-CIO.

### **Section 1.12. Military Service**

Notwithstanding, any provision to the contrary, an Employee's benefit shall include hours of service owed for periods of qualified Military Service in the armed forces of the United States consistent with and to the extent required by the Uniformed Services Employment and Reemployment Right Act of 1994, as amended (USERRA), and Section 414(u) of the Internal Revenue, as amended. Military Service will be counted for purposes of crediting an Employee provided the requirements of Section 4.06 are met. The Participant must have reemployment rights under USERRA in order for the period of Military Service to be recognized.

### **Section 1.13. Normal Retirement Age.**

"Normal Retirement Age" means age 65, or, if later, the age of the Participant on the fifth anniversary of his Participation. Participation before a Permanent Break in Service shall not be counted.

### **Section 1.14. Participant.**

"Participant" means a Pensioner or an Employee who meets the requirements for participation in the Plan as set forth in Article II, or a former Employee who has acquired a right to a pension under this Plan.

### **Section 1.15. Pensioner.**

"Pensioner" means a person to whom a pension under this Plan is being paid or to whom a pension would be paid but for time for administrative processing.

A Pensioner or Retiree who has returned to Covered Employment and is accruing benefits on



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the same basis as other Employees as of the effective date of a benefit increase will not be considered a Pensioner or Retiree for purposes of that benefit increase.

### **Section 1.16. Pension Fund.**

"Pension Fund" or "Fund" means the Iron Workers Local 17 Pension Fund established under the Trust Agreement.

### **Section 1.17. Pension Plan or Plan.**

"Pension Plan" or "Plan" means this document as adopted by the Trustees and as thereafter amended by the Trustees.

### **Section 1.18. Plan Credit Year.**

"Plan Credit Year" means the twelve (12) month period from May 1 to the next April 30. For purposes of ERISA regulations, the Plan Credit Year shall serve as the vesting computation period, the benefit accrual computation period, and, after the initial period of employment, the computation period for eligibility to participate in the Plan.

### **Section 1.19. Required Beginning Date.**

Beginning April 1, 1988, a Participant's "Required Beginning Date" is April 1 of the calendar year following the calendar year in which the Participant reaches age 70-1/2; provided, however, that for a Participant who reaches age 70-1/2 before 1988, other than a 5% owner, the Required Beginning Date is April 1 of the calendar year in which the Participant ceases Work in Covered Employment, if that is later.

### **Section 1.20. Service.**

An hour of "Service" is:

- (a) each hour for which an Employee is paid, or entitled to payment, by the Employer(s), directly or indirectly, including payments for disability from the Iron Workers Local 17 Insurance Benefit Fund, but excluding any time compensated under a workers' compensation or unemployment compensation law or a plan pursuant to a mandatory disability benefits law and excluding any hours of non-work time in excess of 501 in any one continuous period (except as otherwise required under the Uniformed Services

Employment and Reemployment Right Acts of 1994). Hours of "Service" shall be computed and credited in accordance with the Department of Labor Regulation 2530.200b-2. Two periods of paid non-work time shall be deemed continuous if they are compensated for the same reason (e.g. disability) and are not separated by at least ninety (90) days.

- (b) each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer. These hours shall be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement, or payment was made.

**Section 1.21. Service in Uniformed Services**

"Service in Uniformed Services" means the performance of duty on a voluntary or involuntary basis in a Uniformed Service under competent authority and included active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which a Participant is absent from Covered Service for the purpose of an examination to determine the fitness of the Participant to perform any such duty.

**Section 1.22. Trust Agreement.**

"Trust Agreement" means the Agreement and Declaration of Trust establishing the Iron Workers Local 17 Pension Fund dated effective as of May 1, 1965, and as thereafter amended.

**Section 1.23. Trustees.**

"Trustees" means the Board of Trustees as established and constituted from time to time in accordance with the Trust Agreement.

**Section 1.24. Uniformed Services**

"Uniformed Services" means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the Commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

**Section 1.25. Union.**

"Union" means the International Association of Bridge, Structural Ornamental and Reinforcing

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Iron Workers Local Union No. 17 of Cleveland, Ohio.

### Section 1.26. Work.

A period of "Work" means a period in which an employee performed services and for which he was paid or entitled to payment.

### Section 1.27. Year of Service/Participation.

For purposes of compliance with Regulation 2530 of the Department of Labor, a "Year of Participation" means a Plan Credit Year after April 30, 1976 in which a Participant has completed 1,600 hours of work in Covered Employment during a Contribution Period.

### Section 1.28. Other Terms.

Other terms are specially defined as follows:

	Term	Section(s)
(a)	ERISA	2.01
(b)	Regular Pension	3.02 and 3.03
(c)	Unreduced Early Retirement Pension	3.04 and 3.05
(d)	Early Retirement Pension	3.06 and 3.07
(e)	Deferred or Vested Pension	3.08 and 3.09
(f)	Special 30 Year Service Pension	3.12 and 3.13
(g)	Disability Pension	3.14 - 3.20
(h)	Death Benefit	3.21
(i)	60-Month Guarantee	3.22
(j)	Benefit Credits	4.02
(k)	Year of Vesting Service	4.03
(l)	Break in Service (One-Year Break in Service, Permanent	4.04

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### Break in Service)

(m)	Banking of Hours	4.08
(n)	Husband and Wife Pension	5.01
(o)	Retired or Retirement	6.07
(p)	Vested Status	6.10
(q)	Partial Pension	9.01