

**SEVENTH AMENDMENT  
TO THE  
IRON WORKERS DISTRICT COUNCIL OF SOUTHERN OHIO & VICINITY  
PENSION TRUST**

**(As Amended and Restated Effective February 1, 2014)**

WHEREAS, the Board of Trustees (“Trustees”) of Iron Workers District Council of Southern Ohio & Vicinity Pension Fund and its resulting Plan (“Plan”) previously adopted an Agreement and Declaration of Trust (“Trust”), as amended and restated from time to time, and currently administers and maintains the Plan for the sole and exclusive benefit of those Participants and Beneficiaries covered thereunder; and

WHEREAS, in accordance with those documents, the Plan may be amended from time to time by the Trustees; and

WHEREAS, the Trustees desire to amend the Plan consistent with the Agreement and Declaration of Trust, as amended and restated February 7, 2018, whereby any legal action involving the Plan must be filed exclusively in the United States District Court for the Southern District of Ohio at Dayton, Ohio.

NOW THEREFORE, BE IT RESOLVED BY THE TRUSTEES, that the Plan (and Summary Plan Description) shall be amended effective on and after February 7, 2018, as follows:

Section 6.04 entitled, **Claims Review Procedure**, shall be amended to add the following new subsection (f):

***Section 6.04 – Claims Review Procedure.***

- (f) **Restriction on Venue.** An Employee, Participant, Pensioner, Beneficiary, Dependent, Surviving Spouse, or any other individual or entity asserting any right under this Plan, or hereby bound directly or indirectly or with rights or obligations hereunder, shall only bring an action in connection with the Plan exclusively in the United States District Court for the Southern District of Ohio at Dayton, Ohio.

This Plan shall be construed under and in accordance with the law and the laws of the United States of America. In the event there is a matter involving state law which is not preempted by federal law, Ohio law shall be the controlling state law.

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**EIGHTH AMENDMENT  
TO THE  
IRON WORKERS DISTRICT COUNCIL OF SOUTHERN OHIO & VICINITY  
PENSION TRUST**

**(As Amended and Restated Effective February 1, 2014)**

WHEREAS, the Board of Trustees (“Trustees”) of Iron Workers District Council of Southern Ohio & Vicinity Pension Fund and its resulting Plan (“Plan”) previously adopted an Agreement and Declaration of Trust (“Trust”), as amended and restated from time to time, and currently administers and maintains the Plan for the sole and exclusive benefit of those Participants and Beneficiaries covered thereunder; and

WHEREAS, in accordance with those documents, the Plan may be amended from time to time by the Trustees; and

WHEREAS, the Trustees seek to adopt this amendment to comply with the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE Act”).

NOW THEREFORE, BE IT RESOLVED BY THE TRUSTEES, that the Plan (and Summary Plan Description) shall be amended effective on and after January 1, 2020, as follows:

**ARTICLE I**

**DEFINITIONS**

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***Section 1.22 - Required Beginning Date.***

Consistent with the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE ACT”), the “Required Beginning Date” for participants who attain age 70 ½ after December 31, 2019 is April 1 of the calendar year following the latter of (1) the calendar year in which the Participant reaches age 72; or (2) the calendar year in which the Participant retires. If a Participant reached age 70 ½ on or before December 31, 2019: (1) 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, prior to April 1, 1988, for a Participant who reaches age 70-1/2, 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; and (2) notwithstanding the immediately preceding paragraph, effective for calendar years beginning in 2003, the Participant’s “Required Beginning Date” shall be April 1 of the calendar year following the later of: (i) the calendar year in which the Participant attains age 70½; or (ii) except in the case of a 5-

percent owner (as defined in Code Section 416(i), the calendar year in which the Participant retires.

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## ARTICLE V

### HUSBAND-AND-WIFE AND SURVIVING SPOUSE PENSIONS

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#### *Section 5.03 - Preretirement Surviving Spouse Pension.*

- (a) If a Participant who has a Qualified Spouse dies after August 22, 1984 and before his pension payments start, a Preretirement Surviving Spouse Pension shall be paid to his surviving Spouse provided:
  - (i) he had met the service requirements for a pension, whether immediate or deferred, and
  - (ii) he had at least one hour of Service after December 31, 1975.
- (b) A Spouse is a Qualified Spouse for the purpose of this Section if the Participant and Spouse have been married to each other throughout the year immediately before his death, or if the couple were divorced after being married for at least one year and the former spouse is required to be treated as a Qualified Spouse under a Qualified Domestic Relations Order within the meaning of Section 206(d)(3) of ERISA and Code Section 414(p).
- (c) If the Participant described in (a) above died at a time when he would have been eligible for a pension (other than a Disability Pension or after July 1, 2008 a Regular Disability Pension) had he retired, the surviving Qualified Spouse shall be entitled to a lifetime benefit determined in accordance with the provisions of Section 5.02 as if the Participant had retired the day before he died.
- (d) If the Participant described in (a) above died before he would have been eligible for a pension payment had he retired (other than a Disability Pension or after July 1, 2008 a Regular Disability Pension), the surviving Qualified Spouse shall be entitled to a Preretirement Surviving Spouse Pension determined as if the Participant had separated from service under the Plan on the earlier of the date he last worked in Covered Employment or the date of his death, had survived to the earliest age at which a pension other than a Disability Pension would be payable to him under the Plan, retired at that age with an immediate 50% Husband-and-Wife Pension, and died the next day. In other words, the Preretirement Surviving Spouse Pension begins when the Participant would have

attained the earliest retirement age for which he would have qualified and the amount is 50% of what the Participant's pension amount would have been, after adjustment, if any, for the early retirement and for the 50% Husband-and-Wife Pension form. The amount shall be determined under the terms of the Plan in effect when the Participant last worked in Covered Employment unless otherwise expressly specified.

- (e) (i) Effective for any Participant described in (a) above who died on or after October 11, 2007 as the result of an on-the-job injury with at least 29 Pension Credits and who died at a time when he would have been eligible for an Early Retirement under the provisions of Section 3.08 of the Plan, but no other pension (other than a Disability Pension) had he retired, the surviving Qualified Spouse shall be entitled to a lifetime benefit determined in accordance with the provisions of Section 5.02 as if the Participant had retired the day before he died; provided, however, there shall be no adjustment as described under the provisions of Section 3.09 of the Plan for Early Retirement.
- (ii) Effective for any Participant described in (a) above who died on or after October 11, 2007 as the result of an on-the-job injury before attaining age 55 with at least 29 Pension Credits, his surviving Qualified Spouse would be eligible to receive a Preretirement Surviving Spouse Pension determined as if the Participant had separated from service under the Plan on the earlier of the date he last worked in Covered Employment or the date of his death, and had survived to the earliest age at which a pension (other than a Disability Pension) would be payable to him under the Plan, retired at that age without an Early Retirement adjustment as of the date the Participant would have attained age 55 if he had lived, but with an Early Retirement adjustment of .5% (6% per year) for the number of months that he was younger than age 55 had he lived at the time that the benefit commences with an immediate 50% Husband-and-Wife Pension, and died the next day. In other words, the Preretirement Surviving Spouse Pension can begin immediately because the Participant is treated as if he had attained age 55 and would be qualified to begin a benefit and the amount is 50% of what the Participant's pension amount would have been, without any Early Retirement adjustment of .5% per month (6% per year) for the number of months that the deceased Participant was younger than age 55 had he lived at the time that the benefit commenced and with a further adjustment

for the Husband and Wife Pension form.

- (f) Notwithstanding any other provision of this Article, a Preretirement Surviving Spouse Pension shall not be paid in the form, manner or amount described above if one of the alternatives set forth in this section applies.
- (i) If the Actuarial Present Value of the benefit, at the time of distribution, is less than \$5,000, the Trustees shall make a single-sum payment to the Spouse in an amount equal to that Actuarial Present Value as described in Section 1.01 in full discharge of the Preretirement Surviving Spouse Pension.
  - (ii) A Surviving Spouse who is the Participant's Beneficiary under Section 3.14 may elect to receive the Death Benefit as provided in that section. In that case, the Actuarial Present Value of her Preretirement Surviving Spouse Pension, as described in Section 3.14, shall be reduced (but not below zero) by the amount of the Death Benefit and she shall be paid a monthly annuity based on the remaining value, if any, of the Preretirement Surviving Spouse Pension commencing the later of the month following the month the Participant died or the month the surviving spouse is eligible for the Preretirement Surviving Spouse Pension.
  - (iii) The Spouse may elect in writing, filed with the Trustees, and on whatever form they may prescribe, to defer commencement of the Preretirement Surviving Spouse Pension until a specified date that is no later than the first of the month on or immediately before the date on which the Participant would have reached age 70-1/2 (the SECURE Act changes this to age 72 if the Participant would have reached age 70 1/2 after December 31, 2019). The amount payable at that time shall be determined as described in Subsections 5.03(c) and (d), except that the benefit shall be paid in accordance with the terms of the Plan in effect when the Participant last had an hour of Service (unless otherwise specified) as if the Participant had retired with a 50% Husband-and-Wife Pension on the day before the surviving Spouse's payments are scheduled to start, and died the next day.
  - (iv) Effective as of May 1, 2010, a Participant can elect to have the benefit provided to his surviving Spouse in accordance with either Subsections 5.03(c), (d) of (e), as may be applicable, to be determined based upon the benefit that would have been awarded to the Spouse if such Participant had selected and commenced receipt of a 100% Husband-and-Wife Pension in accordance with the provisions of Section

5.07 of the Plan, and then died the next day. The election to have the benefit payable to the surviving Spouse equal the amount that would have been paid under a 100% Husband-and-Wife Pension shall not otherwise alter the adjustments otherwise imposed upon the receipt of such benefits as set forth in Subsections 5.03(c), (d) of (e). The Participant must submit the election, in writing, to the Trustees in a form and manner as they may prescribe; provided, however, that such election will only be valid if the Participant's Spouse also consent, in writing, to such distribution and files an election with the Trustees agreeing to defer commencement of the Preretirement Surviving Spouse Pension, if she becomes eligible for such benefit, until the date that Participant would have attained Normal Retirement Age under the Plan.

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## **ARTICLE XII**

### **MINIMUM DISTRIBUTION REQUIREMENTS**

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#### ***Section 12.02 - 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 70 ½ (the SECURE Act changes this to age 72 if the Participant would have attained age 70 ½ after December 31, 2019), or 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 Section 12.02(b), other than Section 12.02(b)(i), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 12.02(b) and Section 12.05, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 12.02(b)(iv) applies, the date distributions are required to begin to the surviving Spouse under Section 12.02(b)(i)). 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 12.02(b)(i)), the date distributions are considered to begin is the date distributions actually commence.

- (c) Unless the Participant's interest is distributed (in the form of an annuity purchased from an insurance company or) 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 Sections 12.03, 12.04 and 12.05 of this Article.

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**NINTH AMENDMENT  
TO THE  
IRON WORKERS DISTRICT COUNCIL OF SOUTHERN OHIO & VICINITY  
PENSION TRUST**

**(As Amended and Restated Effective February 1, 2014)**

WHEREAS, the Board of Trustees (“Trustees”) of Iron Workers District Council of Southern Ohio & Vicinity Pension Fund and its resulting Plan (“Plan”) previously adopted an Agreement and Declaration of Trust (“Trust”), as amended and restated from time to time, and currently administers and maintains the Plan for the sole and exclusive benefit of those Participants and Beneficiaries covered thereunder; and

WHEREAS, in accordance with those documents, the Plan may be amended from time to time by the Trustees; and

WHEREAS, the Trustees at their July 15, 2022 meeting approved certain Plan changes as described herein.

NOW THEREFORE, BE IT RESOLVED BY THE TRUSTEES, that the Plan (and Summary Plan Description) is hereby amended as set forth below.

**(1) 500 Minimum Hour Rule for Accruals, Reinstatements, and Partial Pensions.**

- a. **Article III, Section 3.03, is amended by adding new subsection (v):**

**Section 3.03 - Regular Pension — Amount.**

\* \* \*

- (v) **Notwithstanding anything to the contrary in this Article III or elsewhere in this Plan Document, effective for hours worked in Covered Employment on and after January 1, 2023, no pension credit accrual will be earned unless the Participant works at least five hundred (500) hours in Covered Employment during such Calendar Year.**

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- b. **Article II, Section 2.04, is amended as follows:**

**Section 2.04 - Reinstatement of Participation.**

An Employee who has lost his status as a Participant in accordance with Section 2.03 shall again become a Participant:

- (a) by working at least 250 hours in Covered Employment in a Calendar Year,  
or  
(b) by meeting the requirements of Section 2.02 on the basis of Service,



after the Calendar Year during which his participation terminated. **Notwithstanding anything to the contrary in Section 2.04(a), effective for any Participant whose participation terminates after December 31, 2022, such Participant must work at least 500 hours in Covered Employment in a Calendar Year after the Calendar Year during which his participation terminated.** However, an Employee who has a Permanent Break in Service must meet the requirements of Section 2.02 to again become a Participant. An Employee who meets these requirements shall become a Participant retroactively to his “re-employment commencement date”. The “re-employment commencement date” is the first day the Employee is credited with an hour of Service after the Calendar Year in which he incurred his last One-Year Break in Service. However, if the Participant has a permanent Break-in-Service, the 1,000 Hours of Service requirement must be met again before he becomes a Participant.

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c. **Article IX, Section 9.05 is amended as follows:**

**Section 9.05 - Eligibility.**

An Employee shall be eligible for a Partial Pension under this Plan if he satisfies all of the following requirements:

- (a) He would be eligible for any type of pension under this Plan (other than a Partial Pension) if his Combined Service Credit were treated as service credit under this Plan; and
- (b) In addition to any other requirements necessary to be eligible under (a), he has, under this Plan, at least two full years of service credit based on employment since January 1, 1955 or completed at least 250 hours in Covered Employment under this Trust since January 1, 1983 (**for any new Participant to the Plan on and after January 1, 2023, such Participant must complete at least 500 hours in Covered Employment**);
- (c) He is found to be (i) eligible for a Partial Pension from a Related Plan and (ii) eligible for a Partial Pension from the Terminal Plan. The Terminal Plan shall be deemed to be the Plan associated with the local union which represents the Employee at the time of, or immediately prior to, his retirement. If at that time the Employee was not represented by any one such local union, then the Terminal Plan is the one to which the bulk of

contributions were paid on behalf of the Employee in the 36-consecutive calendar months immediately preceding his retirement; and

- (d) A pension is not payable to him from a Related Plan independently of its provisions for a Partial Pension. However, an Employee who is entitled to a pension other than a Partial Pension from this Plan or a Related Plan may elect to waive the other pension and qualify for the Partial Pension.

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(2) **Disability Pension Application Filing Time Limit Extended from 12 to 24 Months.**

- a. **Article VI, Section 6.01, is amended as follows:**

**Section 6.01 - Applications.**

Application for a pension other than for a Disability Pension shall be made in writing in a form and manner prescribed by the Trustees and shall be filed in advance of the first month for which the pension benefits are payable. All required paperwork must accompany your application in order for it to be acted upon by the Trustees. The maximum period of retroactivity is two (2) months.

The Participant must apply for the Disability Pension within 12 months of his last month worked in Covered Employment. **However, for Disability Applications first filed on and after January 1, 2023, the Participant must apply for the Disability Pension within twenty-four (24) months of his last month worked in Covered Employment and have worked in Covered Employment for at least 500 hours during such 24-month period prior to the date of disability.** This deadline may be extended based on credit for Workers' Compensation and/or Weekly Indemnity hours.

Application for a Disability Pension may be made during the period of any degree of disability and upon receipt of proof of total and permanent disability payment shall be made commencing with the first day of the sixth month following the month in which the total and permanent disability began but in no event earlier than twelve months preceding the date of application.

A Participant must notify the Trustees in writing of the first month after retirement or other work cessation that would entitle the Participant to pension payments. Such notice must be given during or before such month, except to the extent that the Trustees find that failure to make timely application was due to extenuating circumstances.

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(3) **Remove Reduction for Disability Pension due to Work-Related Injury.**

a. Article III, Section 3.11.1, is amended as follows:

**Section 3.11.1 - Disability Pension —Calculating Amount as of July 1, 2008.**

Effective as of July 1, 2008, the following provisions shall supersede any inconsistent provisions of Section 3.11:

- (a) The monthly benefit amount for a Participant who is eligible for a Regular Disability Pension because he has 30 or more Pension Credits shall be the same amount as the Regular Pension would be at the time payment begins. **Effective for Regular Disability Pensions first commencing on and after January 1, 2023, notwithstanding anything in this Article III to the contrary, the monthly benefit amount for a Participant who is eligible for a Regular Disability Pension solely due to a work (on-site) injury approved by the state workers' compensation system shall be the same amount as the Regular Pension would be at the time payment begins.**
- (b) For a Participant who becomes eligible for either a Regular Disability Pension based on determination by the Social Security Administration that the Participant is entitled to a Social Security Disability Insurance Benefit in connection with the Old Age and Survivor's Insurance Coverage, or an Auxiliary Disability Pension, the monthly amount of benefit shall be determined as follows:

<i>Pension Credits</i>	<i>Amount of Auxiliary Disability Pension or Regular Disability Pension with Less than 30 Pension Credits</i>
5 Pension Credits	50% of Regular Pension, PLUS
Each additional Pension Credit	2% of Regular Pension

- (c) For a Participant who experiences a Total and Permanent Disability but fails to accrue five (5) Pension Credits or Years of Vesting Service, his benefit amount shall be equal to 100% of his Employer Contribution received by the Fund on his behalf.
- (d) All Disability Pensioners, regardless of the type of disability pension being received under the Plan, shall report any and all earnings from any employment or pursuit to the Trustees, in writing, within 15 days after the end of each month in which he has such earnings. If a Disability Pensioner fails to make timely reports as required by this section, he shall be disqualified for benefits for 12 months in addition to the duration of such employment with respect to each such violation.
- (e) Notwithstanding anything to the contrary, for any Participant awarded an Auxiliary Disability Pension on or after January 1, 2010, the amount of any other Pension benefits received under the Plan (except for benefits related to a Regular Disability Pension) will be actuarially reduced by the value of the Auxiliary Disability Pension payments received by such Participant.
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**(4) One-Time Waiver of Benefit Suspension for Hours Contributed the 1<sup>st</sup> Month of Retirement.**

a. **Article VI, Section 6.07, is amended by adding new subsection (g):**

**Section 6.07 - Suspension of Benefits.**

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(g) **Notwithstanding anything to the contrary in this Article VI, effective for retirements on and after January 1, 2023, and with respect to hours worked in Covered Employment on and after January 1, 2023, the Trustees will provide a one-time waiver of the suspension of benefits for one (1) month only, that being the month immediately following the Participant's pension effective date. This one-time waiver will automatically terminate at midnight on December 31, 2023 unless the Trustees agree in writing to extend this provision.**

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