

Amendment Number 1
to the
PLUMBERS LOCAL UNION NO. 68 PENSION FUND
PLAN OF DEFINED CONTRIBUTION BENEFITS
As Amended and Restated
Effective July 1, 2014

Pursuant to the terms and provisions of the Amended and Restated Plumbers Local 68 Pension Trust Fund Plan of Defined Contribution Benefits (“Plan”) and further pursuant to the provisions of Section 7.01, Board’s Right to Amend, of Article 7, Amendment and Termination, the Trustees hereby desire to implement a Wage Deferral feature in the Plan, effective July 1, 2015; the following provisions are hereby amended as follows:

1. A new Article XI is hereby added to the Plan, effective July 1, 2015, to read as follows:

ARTICLE XI- EMPLOYEE WAGE DEFERRAL PLAN

The Board of Trustees of the Fund adopt the following Employee Wage Deferral Plan of the Fund to be effective July 1, 2015. This portion of the Fund is adopted to provide tax-deferred savings benefits under the Plumbers Local Union No. 68 Plan of Defined Contribution Benefits pursuant to the authority of said Board of Trustees granted under the Agreement and Declaration of Trust establishing the Plumbers Local Union No. 68 Plan of Defined Contribution Benefits. The definitions and provisions set forth in this document shall also apply to this Article XI as well, except to the extent that this Article addresses provisions or meaning specifically for purposes of the Employee Wage Deferral Plan only.

Section 11.01. Definitions.

For purposes of this Article XI, the following definitions shall govern:

- (a) **Contributions.** The term “**Contributions**” shall mean the amounts contributed to the Trust Fund by an Employee as a result of a Voluntary Employee Wage Reduction Agreement.
- (b) **Wage Deferral Account.** The term “**Wage Deferral Account**” shall mean an Account established on behalf of an Employee which shall record Contributions made on his/her behalf by an Employer pursuant to a Voluntary Employee Wage Reduction Agreement in accordance with this Article, and any adjustments to such account, including Rollovers, administrative expenses and investment returns

Amounts credited to an Employee’s Employee Account shall be 100% vested and non-forfeitable at all times.

- (c) **Employee Contributions.** To ensure compliance with Internal Revenue Code Section 415, the term “**Employee Contributions**” shall mean the amounts which are voluntarily contributed by an Employee pursuant to a Voluntary Employee Wage Reduction

Agreement which, when added to the amounts, if any, of Contributions to other plans qualified under Internal Revenue Code Section 401(a) or 401(k) to which his/her Employer contributes, do not exceed 25% of the Employee's Compensation while an Employee.

- (d) **Employer Contributions.** The term “**Employer Contributions**” shall mean any amounts to be paid to the Trust Fund as required by the Collective Bargaining Agreement or any other Agreement. Employers shall contribute to the Plan with respect to each calendar month the amount which the Employer is obligated to pay on behalf of each Employee under the terms of the Collection Bargaining Agreement or any other Agreement, if applicable under this Article.
- (e) **Voluntary Employee Wage Reduction Agreement.** The term “**Voluntary Employee Wage Reduction Agreement**” shall mean a written agreement by and between an Employee and his/her Employer which has been approved by the Board of Trustees and which is applicable to all payroll periods within a Plan Year.

The terms of the Voluntary Employee Wage Reduction Agreement must include provisions which stipulate that the Employee has agreed to accept a reduction in wages or salary from his/her Employer in an amount as set forth in the collective bargaining agreement or other written participation agreement. Changes to the deferral elections may be made no more frequently than quarterly.

Section 11.02. Eligibility.

An Employee's participation in the Wage Deferral Plan shall be predicated upon the following:

Employees who are eligible to participate in the Fund, in accordance with Section 1.13 of Article I, provided such Employee:

- (a) is covered by a Collective Bargaining Agreement requiring contributions by the Employer to be made on his behalf; or
- (b) is covered by a Participation Agreement between the Employer and the Fund to participate in the Wage Deferral Plan, and such employee is not a Highly Compensated Employee.

Section 11.03. Participation.

- (a) Participation in the Wage Deferral Plan of this Fund is purely voluntary. An Employee becomes a Participant by executing a Voluntary Wage Reduction Agreement.
- (b) A Voluntary Wage Reduction Agreement shall remain in effect until the Fund is notified otherwise or the Participant terminates his employment with an Employer.
- (c) An Employee who elects to make Contributions to the Plan pursuant to a Voluntary Employee Wage Reduction Agreement shall have a Wage Deferral Account established as of the date the first Employee Contribution is made on his/her behalf. The Voluntary Employee Wage Reduction Agreement may be made only with respect to amounts which the Employee could otherwise elect to receive in cash and with respect to amounts which

were not currently available to the Employee at the time the Employee entered into the Voluntary Employee Wage Reduction Agreement.

- (d) The Employer remits wage reduction Employee Contributions to the Employee Account on behalf of the Employee in an amount equal to the total amount by which the Employee's Compensation from the Employer was reduced pursuant to the Voluntary Employee Wage Reduction Agreement and shall remit no less frequently than monthly.
- (e) The Employee's written Voluntary Employee Wage Reduction Agreement to defer "Catch-up Contributions," provided the Employee has attained age least age 50.

Section 11.04. Rollover Distribution.

A Participant may elect to rollover a distribution from a qualified retirement plan to the Wage Deferral Account, but only if the distribution qualifies as an "eligible rollover distribution" within the meaning of section 402(f)(2)(A) of the Code and does not jeopardize the qualification of the Plan under section 401(a) of the Code or of the Trust Fund under section 501(a) of the Code.

Section 11.05. Investment Vehicle Options.

The investment of all Individual Account balance, including the Wage Deferral Account shall be directed by the Board of Trustees (or investment managers authorized by the Board of Trustees).

Section 11.06. Annual Individual Account Determination.

As soon as practicable after each Valuation Date, the Wage Deferral Accounts shall be valued. The amount in each Wage Deferral Account as of the most recent Valuation Date shall be the amount in the Wage Deferral Account on the Valuation Date minus an administrative expense charge to be applicable to all Wage Deferral Accounts as determined by the Trustees in a non-discriminatory manner. Wage Deferral Accounts shall be valued daily.

The amount in each Wage Deferral Account shall be the total of the following:

- (a) The amount in the Wage Deferral Account as of the last previous Valuation Date, plus;
- (b) Any "Make-Up" Employee Contributions made by the Employee since the last previous Valuation Date, for a period of active duty service in the United States Armed Forces, National Guard, Coast Guard or Public Health Service as required by the Uniformed Services Employment and Re-employment Rights Act of 1994; plus
- (c) Any "Catch-Up" Contributions made by an Employee who has attained at least age 50; plus
- (d) Rollover distributions from a qualified plan into this Plan behalf of an Employee; plus
- (e) Any amount derived from the net investment earnings as a result of any profit or loss or fees derived from the investment of all Individual Account and Wage Deferral Account Balances applicable to all active and inactive Employees and credited to such Individual Account and Wage Deferral Accounts; less
- (f) Administrative Expenses applicable to the administration of the Fund on a uniform basis, regardless of the amount in the Wage Deferral Accounts.

Section 11.07. Benefit Distributions.

Benefits in an Employee's Wage Deferral Account may be distributed under the same terms as stated in Article V of this Plan. The Trustees reserve the right to implement additional forms of distribution specific to Employees' Wage Deferral Accounts.

Section 11.08. Limitations.

The Board of Trustees may limit, revoke or amend an Employer's right to make Employee Contributions on behalf of any Employee at any time, but only if it has been determined that such limitation, revocation or amendment is necessary under one of the following circumstances:

- (a) Not less than once per Plan Year (or more frequently at such times and in such intervals as the Board of Trustees may uniformly permit, as described in Section 11.01(e)), an Employee may revoke his/her Voluntary Employee Wage Reduction Agreement or amend such Voluntary Employee Wage Reduction Agreement to increase or decrease the amount of such Employee's Compensation which is subject to the Voluntary Employee Wage Reduction Agreement.
- (b) To insure that an Employee's Annual Additions for any Plan Year shall not exceed the limitations on Annual Additions set forth below; or
- (c) To insure deductibility of the Employer's entire Contributions to the Plan for federal income tax purposes.

Section 11.09. Dollar Limit on Tax-Deferred Savings.

- (a) No Employee shall be permitted to have Wage Deferral Contributions made under this Plan, or any other qualified plan maintained by the Employer during any taxable year, in excess of the dollar limitation contained in Section 402(g) of the Code in effect for such taxable year, except to the extent permitted by this Section and Section 414(v) of the Code, if applicable.

All Employees who are eligible to make Wage Deferral Contributions under the Plan and who have attained age 50 before the close of the Plan Year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code. Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Section 401(k)(3), 401(k)(II), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of making such catch-up contributions.

- (b) Once an Employee's Wage Deferral Contributions for a calendar year reach the dollar limit, the Employee's Wage Deferral Contributions for the remainder of the year shall be canceled, and the Plan will not accept Wage Deferral Contributions on behalf of that Employee from any Employer(s) for the remainder of the calendar year. Any Wage Deferral Contributions transmitted to the Plan will be returned to the Employee's Employer as promptly as possible and the Employee notified.

- (c) An Employee whose Wage Deferral Contributions are canceled because he has reached the dollar limit in this Section, may resume making Wage Deferral Contributions as of the next calendar year, if he is then eligible to participate in the Wage Deferral portion of the Plan.

Notwithstanding the foregoing, the distribution of Excess Elective Deferrals for a Plan Year shall not be adjusted for income allocated to such amounts that is earned after the end of the Plan Year and before the date of distribution, also known as "gap period earnings."

- (d) Notwithstanding any other provision of the Plan, Excess Elective Deferrals, plus any income and minus any loss allocable thereto, shall be distributed no later than April 15 to any Participant to whose account Excess Elective Deferrals were credited.

"Excess Elective Deferrals" shall mean those Wage Deferral Contributions that are includible in an Employee's gross income under Section 402(g) of the Code to the extent the Employee's Wage Deferral Contributions exceed the dollar limit in this Section. Excess Elective Deferrals shall be treated as annual additions under the Plan, unless distributed by the first April 15th following the close of the Employee's taxable year in which the Excess Elective Deferrals were made. Excess Elective Deferrals shall not include any deferrals properly distributed as excess annual additions.

ADOPTION

IN WITNESS WHEREOF, on behalf of the Board of Trustees of the Plumbers Local 68 Pension Trust Fund Plan of Defined Contribution Benefits, the Chairman and Secretary have adopted this Amendment Number 1 on this _____ day of _____, _____ at a duly held Board of Trustees' meeting at which a quorum was present.

Chairman

Secretary