AMENDMENT ONE
to the
HOD CARRIERS LOCAL 166 PENSION PLAN

Recitals

WHEREAS, the Board of Trustees of the Hod Carriers Local 166 Pension Plan ("Plan') wish to amend the Plan to ensure that language in the Plan document is consistent with the recently updated Summary Plan Description;

THEREFORE, the Plan is amended as follows:

Amendment

Section 2.01 of the Plan (Participation Requirement) is amended by substituting the following for the second Paragraph:

An Employee becomes a Participant on the first day of the month following the first twelve-consecutive-month period during which he or she earned at least 300 hours of service in Covered Employment. If the Employee does not work 300 hours of service in such initial twelve-month period, the Employee qualifies as a Participant on the first of the month after earning 300 hours in any Plan Year following the first date of employment. An Employee's initial twelve-month period for measuring eligibility to participate begins on the day on which the first Hour of Service is performed. (Prior to July 1, 2017, 1,000 hours was required to become a Participant.)

Section (e) is added to Section 3.3 of the Plan as follows:

(e) Contiguous Non-Covered Employment. If you work for a Contributing Employer in non-Covered employment, your time in that job may count towards meeting the above hour requirements to earn a Year of Vesting Service. To qualify, your work in the non-Covered position must be immediately before or immediately after your time worked as a Covered Employee for the same Employer with no intervening quit, discharge or retirement. Time worked before your employer became a Contributing Employer or after the employer is no long a Contributing Employer does not count under this rule. Although such time in a non-covered position may help you become Vested, it does not count when determining the amount of your pension benefit.

Section (f) is added to Section 3.3 of the Plan as follows:

(f). Reciprocity. Pension Credits that a Participant accumulates under one plan signatory to the Laborers International Union National Reciprocal Agreement are recognized by this Plan in determining whether a Participant is vested in accordance with that Agreement and any restrictions imposed thereon. Thus, if a Participant has 4 years of Vesting Credit under this Plan and 2 years Vesting Credit under another Pension Plan signatory to the Reciprocal Agreement, the combined 6 years of Vesting Credits will result in the Participant being vested under this Plan. The Participant will be vested, however, only in the Benefit Credits earned under this Plan.

There is also "money follows the person" reciprocity whereby the Employer contributions contributed on your behalf when you work in an area of a different Laborers Pension Plan are transferred (reciprocated) to this Plan enabling a Participant to earn both Pension and Vesting Credit for such service. A Participant would have to sign a written authorization permitting the transfer of such funds.

The following language is added to Section 3.4(b)(2) as follows:

(Prior to the merger of the Hod Carriers 166 South Bay Pension Plan into this Plan as of January 1, 2015, pension benefits for South Bay Participants were calculated by multiplying employer contributions by 1.5%. After the merger, for future service on or after January 1, 2015, the $75.00 rate referenced above applies to the former South Bay Plan Participants.)

The following language is added to Section 3.5(a) (Normal Retirement Date):

If such Employee is entitled to additional benefits after Normal Retirement Age, whether through additional service or because of a benefit increase, the actuarial increase on those benefits will apply from the end of the Plan Year in which they were earned or awarded rather than from Normal Retirement Age. Actuarial increases are no provided for months in which an Employee works in prohibited employment.

(Prior to the merger of the West Bay Pension Plan into the East Bay Plan, the West Bay Pension Plan had a Normal Retirement Age of 65. That no longer applies to individuals retiring on or after July 1, 2017. Prior to the merger of the South Bay Pension Plan in to the East Bay Plan, the South Bay Pension Plan also had a Normal Retirement age of 65 (previously age 63 before January 1, 2013). That age no longer applies to individuals retiring on or after January 1, 2015.)

The following subsection (c) of Section 5.1 replaces the existing subsection (c) and the following subsection (d) is added to Section 5.1:

(c) <u>Breaks in Service on or From July 1, 1986 through June 30, 1998</u>.

(i) A one-year Break in Service occurs in any Plan year in which a person fails to complete 300 hours of service in Covered Employment or in contiguous non-Covered Employment.

(ii) A one-year Break in Service is repairable (i.e., its effects are eliminated) if, before incurring a permanent Break in Service, the Employee within a subsequent Plan Year earns 300 hours of Covered Employment.

(iii) A permanent Break in Service occurs on or after July 1, 1986 if a person has consecutive one-year breaks in service that equal or exceed the number of full years of accumulated Benefit Credits or five (5) consecutive Plan Years, whichever is greater.

(d) Breaks in Service from July 1, 1998 Forward.

(i) A one-year Break-in-Service occurs in any Plan Year when you fail to complete 300 hours in Covered Employment.

(ii) A one-year Break-in-Service is repairable (i.e., its effects are eliminated) if, before incurring a permanent Break-in-Service, you earn 300 hours of Covered Employment in a Plan Year.

(iii) A permanent Break-in-Service occurs after July 1, 1998, if you have consecutive one-year Breaks-in-Service that exceed five years.

The following language replaces Section 6.1 (Application):

An application for a pension shall be made in writing on a form and in the manner required by the Board of Trustees and shall be filed with the Fund Office. To receive your benefits once you are eligible for such benefits, you should file an application with the Fund Office within 60 days of your anticipated retirement or benefit commencement date. To avoid delays, you should submit with your application:

- your anticipated last day of Covered Employment;
- your intended retirement date (date you wish benefits to start);
- proof of your age (birth certificate) and that of your Spouse if you are married;
- Photocopy of your photo identification;
- your social security number and that of your spouse if you are married;
- proof of marriage, if applicable (your marriage certificate)
- copy of any qualified domestic relations order ("QDRO") showing approval by the Court, if applicable, including an Interlocutory Judgment and/or a Final Judgment, marital settlement agreement or any other court document which addresses your pension benefits with the Plan;
- military discharge papers, if applicable

The Fund Office will not approve a pension application until the Participant has submitted required pertinent documents. Your pension is effective the first day of the month following the date you file your pension application and you are eligible to receive your benefits. Benefits are paid as soon as it is administratively feasible after all contributions are received and your application is processed. Thus, filing a timely application is important.

A Participant or other person who makes a false statement or provides false information to the Plan will be liable to the Plan for any benefits paid as a result of such false statements or information, and any attorney fees and costs incurred in effecting recovery or which were incurred as a result of the false statement or information. The Plan may deduct any such fees and costs from any benefits otherwise payable to the Participant or other person.

The following Subsection (c) is added to Section 6.3:

(c). Additional Conditions/Rules re: The Joint and Survivor Benefit

(i). One-Year Marriage Requirement. Spousal Pension is not effective for a surviving Spouse of a Participant who is not a Pensioner, unless the Spouse was married to the Participant throughout the year immediately preceding the Participant's death.

(ii) Plan's Reliance on Statement regarding Marital Status/Plan May Recover Funds. The Participant shall file, before his Annuity Starting Date, a written representation, on which the Board is entitled to rely, concerning the Participant's marital status which, if false, shall give the Board the discretionary right to adjust the dollar amount of the pension payments made to the alleged surviving Spouse to recoup any excess benefits which may have been erroneously paid.

(iii) Use of Fund Office Forms. An election or revocation of a Spousal Pension must be: (a) Made (or revoked) prior to the Annuity Starting Date; (b) Made on forms furnished by the Fund Office; and (c) Filed with the Fund Office.

(iv). No Revocation of Spousal Pension. A Spousal Pension, once payable, may not be revoked or the Pensioner's benefits increased, because of the subsequent divorce of the Spouse from the Pensioner or the Spouse predeceasing the Pensioner.

(v) Prior Spouse's Rights under a Qualified Domestic Relations Order. The rights of a prior Spouse or other family member to any share of a Participant's pension, as set forth under a qualified domestic relations order, shall take precedence over any claims of the Participant's Spouse at the time of retirement or death.

The following is added to Article 6 of the Plan:

6.14 Rights of Participants in Predecessor Plan that Merged into this Plan For any Participant or beneficiary of a predecessor plan that merged into this Plan (the Hod Carriers Local 166 South Bay Defined Benefit Pension Plan or the Hod Carriers Local 166 West Bay Pension Plan), or will do so in the future, any early retirement benefit or optional form of benefit available prior to the Merger Date is not reduced or eliminated with respect to a benefit accrued before the merger date. The Plan will be interpreted to effectuate that intent event.

6.15 Interest on Certain Delayed Payments. Pursuant to IRS guidelines and only to the extent required by the IRS, the Plan will pay annual non-compounded interest on certain delayed pension payments. The rate may vary during different periods and the rate may be changed in the future without a formal Plan amendment.

6.16 Payments to a Minor—Unique Situation. Any death benefit payable to a minor under age 18 may be paid to the legally appointed guardian of the minor or, if there is no guardian, to such adult(s) that has, in the discretion of Plan representative, assumed principal support of said minor. The Plan may also decide to distribute benefits to a minor, depending upon the circumstances. The Board, and its delegates, have absolute discretion in making such determinations and may delay making a distribution until the beneficiary attains age

6.17 Incompetence or Incapacity of a Pensioner or Beneficiar**y**. If it is determined that a Pensioner or Beneficiary is unable to care for his or her affairs because of mental or physical incapacity, any payment due may be applied, in the discretion of the Trustees, to the maintenance and support of such Pensioner or Beneficiary or to such person as the Trustees in their sole discretion find to be in the best interests of the Pensioner, Participant or Beneficiary unless, prior to such payment, s claim is made by a legally appointed guardian, conservator or other legal representative appropriate to receive such payments.

UNION TRUSTEE	MANAGEMENT TRUSTEE
/s/________________________________	/s/______________________________
Oscar De La Torre, Chair	Bob Mazza, Co-Chair