

ADDENDUM #2

July 1, 2011

**PLUMBERS & PIPEFITTERS LOCAL 344
HEALTH AND WELFARE PLAN**

**Section I
Schedule of Benefits
Short Term Disability Plan**

CLASSIFICATION

All Eligible Members

- a. The **Benefit Percentage** is: 60% of Total Weekly Earnings.
- b. The **Maximum Weekly Benefit** is: \$400.

Elimination Period

14 Days

Maximum Benefit Period

26 Weeks

Effective Date

The effective date for accepting contributions shall be July 1, 2011.

The effective date for eligibility to receive benefits shall be effective as of January 1, 2012.

Funding Policy

The Benefits payable under this Short Term Disability provision shall be an unfunded promise to pay. Twenty cents per man hour worked shall be contributed to a separate account segregated from the general assets of those used to pay medical, pharmacy, dental and vision benefits. In the event, the segregated account used to pay disability benefits shall become insolvent, the disability feature shall terminate immediately and any unpaid disability benefits shall be void.

Section II Definitions

In this section, the Plan defines some basic terms needed to understand this Plan. All male terms include the female term, unless stated otherwise.

For purposes of this Plan:

Actively at Work means that a Member performs all the regular duties of his job for a full work day scheduled by the Employer at a site where the Employer's business requires the Member to travel.

A Member is considered Actively at Work on any day that is not his regular scheduled work day (e.g. vacation or holiday), provided the Member was Actively at Work on his immediately preceding scheduled work day and the Member:

- is not hospital confined; or
- is not disabled due to an injury or sickness.

A Member is considered Actively at Work if he usually performs the regular duties of his job, provided the Member can perform all the regular duties of his job for a full work day and could do so at the Employer's normal place of business if required to do so, and the Member:

- is not hospital confined; or
- is not disabled due to an injury or sickness.

Eligibility Date means the date or dates a Member in an Eligible Class becomes eligible for benefits under this Plan. Classes eligible for benefits are shown in Section I, Schedule of Benefits.

Member means a person who is employed by the Employer within the United States and paid regular earnings. If the Member is working on a temporary assignment outside of the United States for a period of 12 months or less, the Member will be deemed to be working within the United States.

Employer means Plumbers & Pipefitters Local Union 344 and includes any Subsidiary or Affiliated company named in the Application.

Hospital or Institution means a facility licensed to provide full-time medical care and treatment under the direction of a full-time staff of licensed physicians.

Injury means bodily impairment resulting directly from an accident and independently of all other causes. Any injury must occur and any disability must begin while the Member is insured under this Plan.

Physician means an individual who is operating within the scope of his license and is either:

1. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or

2. legally qualified as a medical practitioner and required to be recognized, under this Plan for insurance purposes, according to the insurance regulations of the governing jurisdiction.

The Physician cannot be the Member, his spouse or the parents, brothers, sisters or children of the Member or his spouse.

Pregnancy means childbirth, miscarriage, abortion or any disease resulting from or aggravated by the pregnancy.

Waiting Period means the length of time immediately before a Member's Eligibility Date during which he must be employed in an Eligible Class. Any period of time prior to the Plan Effective Date the Member was Actively at Work for the Employer as a full time or part-time Member will count towards completion of the Waiting Period. The Waiting Period is shown in Section I, Schedule of Benefits.

Section II Definitions

The following Definitions are applicable to Short Term Disability Insurance.

Drug and Alcohol Illness means an illness which results from the abuse of alcohol, drugs or derivatives.

Elimination Period means a period of continuous days of Total Disability for which no STD Benefit is payable. The Elimination Period is shown in Section I, Schedule of Benefits and begins on the first day of Total Disability.

Gross Weekly Benefit means the Member's Weekly Benefit before any reduction of Other Income Benefits as described in Section IV, Short Term Disability Income Benefits.

Maximum Weekly Benefit means the largest amount payable weekly to a Member under this Plan. The Maximum Weekly Benefit is shown in Section I, Schedule of Benefits.

Mental Illness means mental, nervous, psychological, emotional diseases, or behavioral disorders of any type.

Net Weekly Benefit means the amount payable after reducing the Member's Gross Weekly Benefit by any benefits the Member receives or is eligible to receive from sources listed as Other Income Benefits shown in Section IV, Short Term Disability Income Benefits.

STD means Short Term Disability.

Total Disability means the Member, because of Injury or Sickness other than Mental Illness, is unable to perform all of the material and substantial duties of his own occupation and is not engaged in any occupation for wage or profit.

The loss of a professional or occupational license or the inability to obtain or qualify for a license for any reason does not, in itself, constitute Total Disability.

To qualify for benefits, the Member must satisfy the Elimination Period with the required number of days of Total Disability.

Total Weekly Earnings means the Member's basic weekly earnings as reported by the Employer immediately prior to the first date Total Disability begins. Total Weekly Earnings includes deductions made for pretax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

If a Member is paid on an hourly basis, Total Weekly Earnings will be based on the Member's hourly rate of pay, but will not exceed 40 hours per week.

Section III Benefit Provisions

Short Term Disability Income Benefits - Other Income Benefits

Other income Benefits are those benefits provided or available to a Member while a Short Term Disability Benefit is payable. These Other Income Benefits, other than retirement benefits, must be provided as a result of the same Total Disability payable under this Plan. Other Income Benefits include:

1. Any disability income benefits the Member is eligible for under:
 - a. any other group insurance plan of the Employer;
 - b. any governmental retirement system as a result of the Member's job with his Employer.

Other Income Benefits will include any amount described above which would have been available to the Member had he applied for that benefit.

Estimated Other Income

If, at the time of calculating any STD benefit payments, the benefit a Member is entitled to apply for and receive under any Other Income Benefits has not been awarded or denied or if they have been denied and are being appealed, the Plan will continue to pay any STD benefit until the Member begins receiving any type of Income Benefit which shall be used to offset his future STD Benefits.

Section IV Benefit Provisions

Short Term Disability Income Benefits - Adjustment of Benefits

Adjustment of Benefits

The Member must notify the Plan of the amount of Other Income Benefits when it is approved or adjusted (other than cost of living increases). The Plan will make an adjustment to the Net Weekly Benefit payment when the Plan receives written notice of the amount of the Other Income Benefit. Written Notice must be sent within 31 days after receipt of the Other Income Benefit award.

If after the Plan makes an adjustment to the Net Weekly Benefit the Member has been underpaid, the Plan will make a lump sum refund of the amount that has been underpaid to the Member.

If after the Plan makes an adjustment to the Net Weekly Benefit the Member has been overpaid, the Member must reimburse the Plan the amount of the overpayment within 31 days of the award. The Plan has the option to reduce or eliminate future STD benefit payments instead of requiring reimbursement in a lump sum.

Cost of Living Freeze

After the first deduction for each of the Other Income Benefits, the Plan will not reduce the STD benefit payments due to cost of living increases a Member receives from any of the sources described as Other Income Benefits. This increase does not apply to any increase in earnings the Member receives from employment.

Termination of Short Term Disability Benefits

Total Disability Benefits will cease on the earliest of:

1. the date the Member is no longer Totally Disabled.
2. the date the Member dies.
3. the end of the Maximum Benefit Period.
4. the date the Member fails to provide adequate employment earnings information or proof of continuing Total Disability as requested.
5. the date the Plan determines the Member is able to perform all of the material and substantial duties of his own occupation, even if the Member chooses not to work.

Section V Benefit Provisions

Short Term Disability Income Benefits - Limitations

Successive Periods

Successive periods of Total Disability after a Net Weekly Benefit was payable will be considered a single period if the Member, in the time between the successive periods, was Actively at Work for less than:

1. two consecutive weeks, if due to the same or related causes;
2. one day, if due to an entirely unrelated cause.

The Member will not have to complete a new Elimination Period. The STD benefit will continue to be calculated based on the Member's Total Weekly Earnings in effect at the time the initial period of Total Disability began. The STD benefit will be payable, in total, for no longer than the Maximum Benefit Period at the time of the initial period of Total Disability.

This successive periods provision will cease to apply on the earliest of the following dates:

1. the date the Member becomes eligible for benefits under any other group STD policy; or
2. the date this Plan is terminated.

Limitations

No STD benefit will be payable for any Total Disability during any of the following periods:

1. any period the Member is not under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with the disabling condition.
2. any period the Member fails to submit to any medical examination requested by The Plan.
3. any period the Member engages in any occupation or employment for wage or profit.
4. any period of Total Disability due to Drug and Alcohol illness, **unless** the Member is actively supervised by a Physician or Rehabilitation Counselor and is receiving in-patient continuing treatment from a rehabilitation center or a designated institution approved by the Plan.
5. any member that is eligible to receive COBRA benefits, upon exhausting his hour bank, at the time he first becomes eligible to receive Short Term Disability Benefits.
6. any member that has previously received 26 weeks of benefits during a previous successive period of 12 consecutive months beginning on the date he files a request for disability.

Section VI
Benefit Provisions

Short Term Disability Income Benefits - Exclusions

No STD benefit will be payable for any Total Disability that is due to:

1. intentionally self-inflicted injury.
2. war, declared or undeclared, or any act of war.
3. active participation in a riot, rebellion or insurrection.
4. committing or attempting to commit an assault, felony or other criminal act.
5. injury or sickness sustained while doing any act or thing pertaining to any occupation for wage or profit.
6. injury that results in Workers Compensation benefits.
7. sickness that qualifies as a Mental Illness.

Section VII Claim Provisions

If it is not possible to give proof within these time limits, it must be given as soon as reasonably possible. Proof of claim may not be given later than one year after the time proof is otherwise required unless the individual is legally incompetent.

Proof of Claim must consist of:

- a description of the loss or disability;
- the date the loss, disability or expense occurred; and
- the cause of the loss, disability or expense.

Proof of Claim may include, but is not limited to, police accident reports, autopsy reports, laboratory results, toxicology results, hospital records, x-rays, narrative reports, or other diagnostic testing materials as required.

Proof of Claim for disability must include evidence demonstrating the disability including, but not limited to, hospital records, Physician records, x-rays, narrative reports, or other diagnostic testing materials as appropriate for the disabling condition.

Proof must be satisfactory to the Plan.

The Plan may require as part of the Proof authorizations to obtain medical and non-medical information.

Proof of the Member's continued disability and regular and continuous care by a Physician must be given to The Plan within 30 days of the request for proof.

A. Plan Administrator's Authority

The Plan Administrator has discretionary authority to make all final determinations regarding claims for benefits under the benefit plan insured by this Plan. This discretionary authority includes, but is not limited to, the determination of eligibility for benefits, based upon enrollment information provided by the Policyholder, and the amount of any benefits due, and to construe the terms of this Plan.

B. Notice of Decision on Claim

A written notice of decision on a claim will be sent within a reasonable time after the Plan receives the claim but not later than 45 days after receipt of the claim. If a decision cannot be made within 45 days after the Plan receives the claim, the Plan will request extensions of time as permitted under U.S. Department of Labor regulations. Any request for extension of time will specifically explain:

1. the standards on which entitlement to benefits is based;
2. the unresolved issues that prevent a decision on the claim; and
3. the additional information needed to resolve those issues.

If a period of time is extended because the claimant failed to provide necessary information, the period for making the benefit determination is tolled from the date the

Plan sends notice of the extension to the claimant until the date on which the claimant responds to the request for additional information. The claimant will have at least 45 days to provide the specified information.

C. Review Procedure

If all or any part of a claim is denied, the claimant may request in writing a review of the denial within 180 days after receiving notice of denial.

The claimant may submit written comments, documents, records or other information relating to the claim for benefits, and may request free of charge copies of all documents, records and other information relevant to the claimant's claim for benefits.

The Plan will review the claim on receipt of the written request for review, and will notify the claimant of the Plan's decision within a reasonable time but not later than 45 days after the request has been received. If an extension of time is required to process the claim, the Plan will notify the claimant in writing of the special circumstances requiring the extension and the date by which the Plan expects to make a determination on review. The extension cannot exceed a period of 45 days from the end of the initial review period.

If a period of time is extended because the claimant failed to provide necessary information, the period for making the decision on review is tolled from the date the Plan sends notice of the extension to the claimant until the date on which the claimant responds to the request for additional information.

D. Time of Payment of Claims

When the Plan receives satisfactory Proof of Claim, benefits payable under this Plan will be paid for any period for which the Plan is liable.

E. Amendment or Termination of Benefit Provision

A Member's rights to any disability benefits are determined on the date the Member's disability begins. The right is subject to the terms of this Plan in effect on the date disability begins and will not be affected by subsequent amendment or termination of this Plan.

**PLUMBERS AND PIPEFITTERS LOCAL UNION 344
HEALTH AND WELFARE PLAN**

THIS ADDENDUM #2, hereby adopted this 9th day of June 2011, by Plumbers and Pipefitters Local Union 344 (herein referred to as the "Union").

W I T N E S S E T H:

WHEREAS, the Union desires to recognize the contribution made to its successful operation by its members and to reward such contribution by means of a Short Term Disability Benefit for those members who shall qualify as Participants hereunder;

NOW, THEREFORE, effective July 1, 2011, (hereinafter called the "Effective Date"), the Trustees hereby amend and restate its Health and Welfare Plan (the "Plan") for the exclusive benefit of the Participants and their Beneficiaries, on the following terms.

This Plan has been executed the day and year first above written.

PLUMBERS AND PIPEFITTERS LOCAL 344
CONTRACTOR TRUSTEES

PLUMBERS AND PIPEFITTERS LOCAL 344
UNION TRUSTEES

By _____

By _____

By _____

By _____

By _____

By _____