AMENDMENT TO AGREEMENT AND DECLARATION OF TRUST OF THE INDUSTRY AND LOCAL 338 WELFARE FUND

WHEREAS, Article X of the Agreement and Declaration of Trust (the "Trust Agreement") of the Industry of Local 338 Welfare Fund provides that the Trustees may amend the Trust Agreement from time to time;

NOW THEREFORE, Article III of the Trust Agreement, as amended, and Article V, Section 2, of the Trust Agreement are hereby amended as follows, effective September 18, 2017. New language is indicated by **double-underlined and bolded text** and deleted language is indicated by ~~**double-strikethrough and bolded text**~~.

ARTICLE III

Section 1. The Trustees under this Trust Agreement, who shall be Trustees of the Trust created and established by Article II hereof, shall be ~~**four**~~ **three** in number, two of whom shall be Union Trustees and ~~**two**~~ **one** of whom shall be **an** Employer Trustee~~**s**~~. The Trustees, by unanimous vote, may change the number of Trustees at any time~~**, provided that there shall be an equal number of Union Trustees and of Employer Trustees**~~. The Trustees shall be named fiduciaries under the Employee Retirement Income Security Act of 1974, as amended.

Section 2. Local 445, I.B.T. shall appoint two Union Trustees. ~~**As of March 4, 2015, the two Union Trustees are Adrian Huff and Barry Russell.**~~ The Union Trustee must be actively employed by the appointing entity or must be requested to act as a Union Trustee by the appointing entity and must serve as the collective bargaining representative for participants of the Fund. Each Union Trustee shall consent to and accept his/her appointment as Union Trustee. Each individual so appointed shall serve at the pleasure of the appointing entity.

Section 3. The ~~**two**~~ **one** Employer Trustee~~**s**~~ shall be appointed by an Employer. ~~**As of March 4, 2015, the two Employer Trustees are JoEllen Vavasour and Christopher Palmer.**~~ The Employer Trustee must be actively employed by the appointing entity or must be requested to act as an Employer Trustee by the appointing entity and must be employed or appointed by an Employer that employs participants of the Fund. **The** ~~**Each**~~ Employer Trustee shall consent to and accept his/her appointment as an Employer Trustee. Each individual so appointed shall serve at the pleasure of the appointing entity.

Section 4. Each Trustee shall continue to serve as such until the Trustee's death, incapacity, resignation or removal, as herein provided.

Section 5. A Trustee may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving thirty days' notice in writing to the remaining Trustees, or such shorter notice as the remaining Trustees may accept as sufficient, in which notice there shall be stated a date when such resignation shall take effect; and such resignation shall take effect on the date specified in the notice unless a successor Trustee shall have been appointed at an earlier date, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

Section 6. A Union Trustee may be removed at any time through a written statement by the principal officer of the Local Union that appointed him/her as Union Trustee, which shall serve as sufficient evidence of the action taken by the Local Union.

Section 7. An Employer Trustee may be removed at any time through a written statement by a duly authorized representative of the Employer that appointed him/her as Employer Trustee, which shall serve as sufficient evidence of the action taken by the Employer.

Section 8. In the event a**n Employer Trustee** vacancy occurs ~~among the Employer Trustees~~, whether by resignation, incapacity, death or removal, or in the event that an increase in the authorized number of Trustees shall create a vacancy, **and to the extent possible under the circumstances, the existing Employer Trustee shall seek to fill the vacancy by nominating a successor or additional Trustee who shall satisfy the requirements of Section 3 herein**. ~~the remaining Employer Trustees shall select a successor or additional Trustee~~ **In the event that the existing Employer Trustee is unable to fill the vacancy, the Fund's Administrative Manager shall solicit nominations by the Contributing Employers to the Fund. In the event that more than one nomination is received, the Fund's Administrative Manager shall conduct a vote among the Contributing Employers and the individual who receives the majority of the Contributing Employers' votes shall be appointed as Employer Trustee.** Such successor or additional Trustee shall satisfy the requirements of Section 3 herein. The Union shall have no right to participate in any way in the selection of any Employer Trustee whether or not it makes contributions to the Welfare Trust Fund for its employees.

Section 9. In the event a vacancy occurs among the Union Trustees, whether by resignation, incapacity, death or removal, a successor Union Trustee shall be designated by the Local Union that appointed such Union Trustee. In the event that an increase in the authorized number of Trustees shall create a vacancy, an additional Union Trustee shall be designated by a majority of the Union Trustees.

Section 10. It is the intention hereof that the Welfare Trust Fund shall at all times be administered by ~~an equal number of~~ **one** Employer Trustee~~s~~ and **two** Union Trustees, but in the event of a vacancy or vacancies, until the designation of a successor Trustee or Trustees as hereinabove provided, the remaining Trustees shall have full power to act and shall act **to the extent permitted by law, including the Labor Management Relations Act**.

Section 11. Any successor Employer Trustee or any successor Union Trustee shall immediately upon his/her designation as a successor Trustee and his/her acceptance of the trusteeship in writing filed with the Trustees become vested with all the property, rights, powers and duties of a Trustee hereunder with like effect as if originally named as a Trustee and all the Trustees then in office and the insurance carrier of each Policy and all other necessary parties if any, shall be immediately notified.

ARTICLE V

Section 2. To constitute a quorum at any regular or special meeting of the Trustees, there must be present at least ~~two~~ **one** Union Trustee~~s~~ and at least ~~two~~ **one** Employer Trustee~~s~~. Any and all action taken at a meeting in the manner above provided shall have the same effect and force as if taken by all of the Trustees.

[All other sections of Article V are unchanged.]

IN WITNESS WHEREOF, the Trustees have executed this Amendment on this 25th day of January, 2018.

__________________________	__________________________
Employer Trustee	Union Trustee