

**SECOND AMENDMENT TO THE
BRICKLAYERS PENSION FUND OF
WESTERN PENNSYLVANIA
(As Amended and Restated January 1, 2015)**

This Second Amendment to the Bricklayers Pension Fund of Western Pennsylvania, as amended and restated effective January 1, 2015 (“Plan”), is made by the Board of Trustees for the Bricklayers Pension Fund of Western Pennsylvania (“Trustees”).

WITNESSTH

WHEREAS, the Trustees currently administer and maintain the Plan for the benefit of members covered thereunder; and

WHEREAS, the right to further amend the Plan has been reserved to the Trustees under Article XIII of the Plan; and

WHEREAS, the Trustees desire to incorporate further changes necessitated by the continuation of funding problems for the Plan Year beginning January 1, 2016 as adopted in the 2016 Rehabilitation Plan by the Board of Trustees effective as of May 19, 2016; and

WHEREAS, this 2016 Rehabilitation Plan was developed in consultation with the Fund’s Actuary and establishes benefit reductions necessary to improve the funding of the Plan over the rehabilitation period of ten years beginning January 1, 2016; and

WHEREAS, the current Rehabilitation Plan effective July 1, 2016 is subject to change as deemed appropriate by the Trustees based upon the actual experience of the Bricklayers Pension Fund of Western Pennsylvania; and

WHEREAS, the 2016 Rehabilitation Plan, except as otherwise provided below, requires benefit reductions for any Participant who is not retired and receiving a benefit from this Pension Fund prior to June 30, 2016.

NOW, THEREFORE, the Trustees agree and declare that, effective as stated herein, the Plan be, and hereby is, amended in the following respects:

ARTICLE III, SECTION 3.06 shall be amended in its entirety to read as follows:

3.06 Transferred Service Credit Under the Terms of a Reciprocal Agreement

- (a) In those instances where a Participant of this Plan is temporarily employed in the jurisdiction area of another Plan, and where the Trustees of such Plan have entered into a Reciprocal Agreement with the Trustees which provides for either the transfers of such hourly credits or contributions, or both, the hours and contributions so transferred shall be credited to the Participant in the Plan Year in which they were earned, and such hours so

transferred shall be used in determining a Participant's eligibility and such contributions transferred shall be used in determining the amount of monthly retirement benefit to which he may be entitled at the time of retirement.

- (b) In those instances where a Participant of this Plan has been employed in the jurisdiction area of the Building Trades Pension Plan of the Western Pennsylvania ("Building Trades Pension") and has earned hours of work in credited employment under only the Building Trades Plan for the time worked, the hours so earned shall be credited to the Participant for the Plan Year(s) in which they were earned. These hours shall be counted in computing Years of Credited Service under this Plan solely for purposes of determining whether a Participant with at least five (5) years of Vesting Service under this Plan has (i) attained the minimum 10 years of Credited Service necessary to be eligible for an Early Retirement or Disability Benefit; (ii) earned at least five hundred (500) hours in the sixty (60) months necessary to be eligible for an Early Retirement Benefit; and (iii) the required 1,500 hours in the sixty (60) months prior to Early Retirement Age in order to receive the subsidized benefit amount as set forth in Section 5.09(b). In no event, however, shall the crediting of service under this Section 3.06(b) cause a Participant to be vested under this Plan or to be eligible for the early retirement reduction factor under the Twenty (20) year or Twenty-Five (25) year provisions. Additionally, hours earned as described in this Section 3.06(b) shall be treated as Covered Employment for the purpose of applying the reemployment restrictions, suspension of benefit provisions, and adjustment of retirement benefit provisions of the Plan. This Section 3.06(b) shall apply to Participants which a retirement date of January 1, 2014 or later.
- (c) Additionally, for any Participant with a retirement date of July 1, 2016 and after, that was employed in a jurisdiction which provides contributions for work hours to International Pension Fund of the International Union of Bricklayers & Allied Craftworkers ("IPF") shall be credited with excess contribution hours to the Participant for the Plan Year(s) in which they were earned. Excess contribution hours are only those that are contributed to the International Plan which are not also subject to contributions to this Plan. These excess hours shall be counted in computing years of Credited Service under this Plan solely for purposes of determining whether a Participant with at least five (5) years of Vesting Service under this Plan has (i) attained the minimum 10 years of Credited Service necessary to be eligible for an Early Retirement or Disability Benefit; (ii) earned at least five hundred (500) hours in the sixty (60) months necessary to be eligible for an Early Retirement Benefit; and (iii) has the required 1,500 hours in the sixty (60) months prior to Early Retirement Age in order to receive the subsidized benefit amount as set forth in Section 5.09(b). In no event, however, shall the crediting of service under this Section 3.06(b) cause a Participant to be vested under this Plan or to be eligible for the early retirement reduction factor under the Twenty (20) year or Twenty-Five (25) year provisions. Additionally, hours earned as described in this Section 3.06(b) shall be treated as Covered Employment for the purpose of applying the reemployment restrictions, suspension of benefit provisions, and adjustment of retirement benefit provisions of the Plan.

ARTICLE IV, SECTION 4.10 shall be amended in its entirety to read as follows:

4.10 Freezing Retirement Benefits at the Time the Individual Separates from Employment

The Retirement Benefit to which a Participant may be entitled shall be determined by the Plan provision in effect at the time the Participant separates from employment with Employees in this Fund. Provided, however, any adjustments required under a Rehabilitation Plan adopted pursuant to the Pension Protection Act of 2006 shall be applied regardless of the date of termination for the former Participant.

ARTICLE V, SECTION 5.03 shall be amended in its entirety to read as follows:

5.03 Amount of Normal Retirement Benefits

The monthly amount of a Participant's Normal Retirement Benefit, payable in the form of a single life annuity, shall be computed on the following basis:

- (a) 1.35% of the Aggregate Sum of Contributions up to the first 2,000 Hours of Service credited on his behalf between July 1, 2016 and December 31, 2019; plus
- (b) 1.7% of the Aggregate Sum of Contributions up to the first 2,000 Hours of Service credited on his behalf between January 1, 2016 and July 1, 2016; plus
- (c) 2.0% of the Aggregate Sum of the Contributions up to the first 2,000 Hours of Service credited in each Plan Year on his behalf on or after January 1, 2013 through December 31, 2015 and then on and after January 1, 2020; plus
- (d) 2.2% of the Aggregate Sum of the Contributions up to the first 2,000 Hours of Service credited in each Plan Year on his behalf on or after January 1, 2012 and prior to January 1, 2013; plus
- (e) 2.6% of the Aggregate Sum of the Contributions credited on his behalf on or after January 1, 2003 and prior to January 1, 2012; plus
- (f) 3.0% of the Aggregate Sum of the Contributions credited on his behalf on or after January 1, 1998 and prior to January 1, 2003; plus
- (g) 2.8% percent of the Aggregate Sum of the Contributions credited on his behalf prior to January 1, 1998; plus
- (h) \$2.80 multiplied by the net number of Years of Credited Employment earned prior to January 1, 1971 (subject to a maximum of ten), less the number of years of Credited Employment earned after January 1, 1971. In no event shall this portion of the benefit be less than zero.

The Board of Trustees, Employers and Union recognize the need to provide additional funding to the Pension Fund to ensure the financial security of the retirement benefits. At times, the Employers and Union authorize additional contributions to the Pension Fund that are not counted toward a Participant's accrued benefit. This is called the "Non-benefit Responsive Contribution" and is not part of the "Aggregate Sum" of Contributions used in the benefit formula.

The Normal Retirement Benefit shown herein is based on a Single Life Annuity, which includes the following post-retirement death benefit. In the event that a Participant's death shall occur following retirement but prior to his having received an amount equal to the sum of the accumulated contribution credited on his behalf, his Beneficiary, upon

presentation of the proper proof of death, shall be entitled to receive the balance of such monthly Retirement Benefits until an amount equal to the Aggregate Sum of his accumulated contributions shall have been made to the Participant and/or his Beneficiary.

The foregoing Single Life Annuity benefit shall be adjusted to an Actuarially Equivalent benefit in all instances where the form of the retirement benefit is other than the Single Life Annuity described above.

- (h) Benefit Adjustments:
- (1) Effective January 1, 2000, the Accrued Benefit earned as of December 31, 1999 for all active Plan Participants who worked 200 hours or more during the 1998 or the 1999 Plan Years shall be increased by three percent.
 - (2) Effective January 1, 2000, all inactive participants who were receiving Retirement Benefits on December 31, 1999 shall have their monthly Retirement Benefits increased by five percent.
 - (3) All inactive participants who were receiving Retirement Benefits as of December 1, 1999 were granted an extra one-time payment of \$200.00, payable in December, 1999.
 - (4) Effective January 1, 2001, the Accrued Benefit earned as of December 31, 2000 for all active Plan Participants who worked 200 hours or more during the 1999 or the 2000 Plan Years shall be increased by three percent.
 - (5) Effective January 1, 2001, all Retirees who were receiving Retirement Benefits on December 31, 2000 shall have their monthly Retirement Benefits increased by three percent.
 - (6) All inactive participants who were receiving Retirement Benefits as of December 1, 2000 were granted an extra one-time payment of \$200.00, payable in December, 2000.

ARTICLE V, SECTION 5.07 shall be amended in its entirety to read as follows:

5.07 Eligibility for Early Retirement Benefits

A Participant who has permanently retired from employment with all Employers in the jurisdictional are of the Fund shall be eligible for Early Retirement Benefits provided:

- (a) The Participant has reached his Early Retirement Age, but not age 65;
- (b) The Participant has earned a minimum of five (500) hours of Credited Service in the sixty (60) months prior to reaching Early Retirement Age; and
- (c) The Participant has elected and applied for an Early Retirement Benefit on a form prescribed by the Trustees, and the Trustees have approved the application.

ARTICLE V, SECTION 5.09 shall be amended in its entirety to read as follows:

5.09 Amount of Early Retirement Benefit

The Early Retirement Benefit shall be a monthly benefit equal to the Participant's Accrued Benefit as provided for under Section 1.01, reduced by a percentage factor for each month the Participant is younger than his Normal Retirement Age. This reduction factor depends upon the age and service for each Participant as follows:

- (a) For Participants who are age 63 with *at least 25 years of Credited Service*, the benefit is unreduced. For any retirements between age 60 and 63, the applicable monthly reduction shall be as follows:
- i. Prior to January 1, 2000, the reduction factor shall be 0.5% for each month younger than age 63.
 - ii. Effective for Retirements between January 1, 2000 and April 30, 2015, the reduction factor shall be 0.25% for each month younger than age 63.
 - iii. Effective for Retirements on or after May 1, 2015 but prior to July 1, 2016 (and for the Accrued Benefit earned by Participants that are at least age 60 as of June 30, 2016), for Participants that have at least 1,500 hours of Employer Contributions made or due on his behalf within the 60 calendar months prior to his Early Retirement Date, the reduction factor shall be 1/3rd of 1% (or 0.333%) for each month younger than age 63. For Participants that are at least age 60 as of June 30, 2016, this reduction shall only apply to the Accrued Benefit earned as of June 30, 2016.
 - iv. Effective for all Accrued Benefits earned after June 30, 2016 and for the entire benefit of any Participant that is not yet age 60 as of July 1, 2016 that retires subsequent to that date and that has at least 1,500 hours of Employer Contributions made or due on his behalf within the 60 calendar months prior to his Early Retirement Date, the reduction factor shall be 0.50% for each month younger than age 63.
- (b) For Participants with at least 10 (but less than 25) years of Credited Service, the applicable monthly reduction factor
- i. Prior to January 1, 2000, the reduction factor shall be 0.3% for each month younger than age 65.
 - ii. Effective for Retirements between January 1, 2000 to April 30, 2015, the reduction factor shall be 0.15% for each month younger than 65.
 - iii. Effective for Retirements between May 1, 2015 and June 30, 2016, the reduction factor shall be 0.20% for each month younger than 65; PROVIDED HOWEVER, this factor only applies for Participants that have at least 1,500 hours of Employer Contributions made or due on their behalf within the 60 calendar months prior to his Early Retirement Date. This reduction factor will also apply to the Accrued Benefits earned as of June 30, 2016 for Participants that are at least age 60 as of such date.
 - iv. Effective for all Accrued Benefits earned on or after July 1, 2016 and for the entire benefit of a Participant who has not attained age 60 by June 30, 2016, the applicable reduction factors for Participants that have at least 1,500 hours of Employer Contributions made or due on their behalf within the 60 calendar months prior to his Early Retirement Date shall be as follows:
 - A. For any Participant with at least 20 (but less than 25) years of Credited Service, the reduction factor shall be 1/3rd of 1% for each month younger than age 65.
 - B. For any Participant with at least 10 (but less than 20) years of Credited Service, the reduction factor shall be 5/12ths of 1% for each month younger than age 65.
- (c) Effective for Retirements on or after May 1, 2015, all other Participants who attain at least age 60 with 10 years of Credited Service and 500 hours in the 60

months prior to retirement but that do not meet the 1,500 hour requirement will still be eligible for an Early Retirement Benefit; however, the benefit will be reduced to the Actuarial Equivalent amount of their Normal Retirement Benefit determined based upon their age between 60 and 65.

ARTICLE VII, SECTION 7.03(b), shall be amended in its entirety to read as follows:

7.03 Amount of Total and Permanent Disability Benefit:

(b) For Disabilities Occurring on or after January 1, 2004:

(1) For Participants With Five or More Years of Credited Service:

A Participant retiring prior to April 30, 2015 with five or more years of Credited Service (at least one of which is Credited Future Service) OR retiring on or after May 1, 2015 with ten or more years of Credited Service who suffers a Total and Permanent Disability prior to Early Retirement Age shall be entitled to a monthly benefit equal to the Participant's Normal Retirement Benefit reduced by 12%.

Disability Retirement Benefits for eligible Married Participants shall be payable in the form of a reduced Joint and 50% Survivor Benefit adjusted to the Actuarial Equivalent of a Single Life Annuity. With appropriate spousal consent, such Participant may elect the Joint and 75% Survivor Benefit or the Joint and 100% Survivor Benefit, or a Single Life Annuity. The factors needed to determine the reduced amount of the monthly benefit under any Joint and Survivor Benefit would be obtained from the table of factors contained in Appendices 4-6 of the Plan.

(2) For Participants With Less Than Five Years of Credited Service (not applicable for Participants retiring on a Disability Pension on or after May 1, 2015):

A Participant with at least one year of Future Service but less than five years of Credited Service who suffers Total and Permanent Disability prior to attaining Early Retirement Age shall be entitled to a monthly Benefit equal to his Early Retirement Benefit in effect on the Date of Disability, but not less than \$20. Such monthly benefit shall be payable until the earlier of (i) the date of recovery prior to age 65, or (ii) the date as of which the total of all such payments equal the aggregate sum of Participant's credited contributions.

(c) For Disability Benefits Commencing on or After July 1, 2016:

- (1)** A Participant retiring after July 1, 2016 with ten (10) or more years of Credited Service who suffers a Total and Permanent Disability prior to Early Retirement Age shall be entitled to a monthly benefit equal to the Participant's Normal Retirement Benefit reduced by 20% at age 60 and further reduced by 1.25% per year for each year younger than age 60. However, in no event will the reductions factors as applied to the Normal Retirement Benefit result in a monthly benefit of less than \$500. Any Participant with a Normal Retirement Benefit of less than \$500 will receive the unreduced Normal Retirement Benefit.

In the event of the recovery of a disabled Participant (as set forth in Section 7.05) his monthly payment will cease.

ARTICLE VII, SECTION 7.06 shall be amended in its entirety to read as follows:

Section 7.06 Termination of Benefits

The Total and Permanent Disability Benefit shall be terminated:

- (a) Upon attainment of age 60, at which time, the Participant will begin receipt of an Early Retirement Benefit;
- (b) Upon the death of the Participant;
- (b) If the Participant engages in an occupation or employment, prior to attainment of age 65, (except for rehabilitation as determined by the Trustees) for remuneration or profit, which employment, in the judgment of the Trustees, would be inconsistent with the finding of Total and Permanent Disability,
- (c) If the Trustees determine on the basis of medical finding that the Participant has, prior to attainment of age 65, sufficiently recovered to resume a regular occupation or employment for profit or remuneration,
- (d) If the Participant ceases to be entitled to Social Security Disability Benefits; or
- (e) If the Participant refuses, prior to attainment of age 65, to provide evidence of his ongoing entitlement to Social Security disability benefits or to undergo a medical examination requested by the Trustees; provided, however, that the Participant may not be required to undergo a medical examination more often than twice a year. If the payment of Disability Benefits is terminated due to the lack of cooperation and the Participant is determined thereafter to be eligible for Disability Benefits, payment of the Disability Benefit shall resume, including for any months for which the Participant was Totally and Permanently Disability and eligible but the payment was not made due to the lack of cooperation.

ARTICLE VIII, SECTION 8.03 shall be amended in its entirety to read as follows:

8.03 Calculation of Vested Benefits

The amount of the monthly Retirement Benefit payable upon retirement to a former Participant who has met the vesting requirements set forth under Section 8.02 shall be based upon the Accrued Benefit and Years of Service in effect on the Participant's date of termination of work in Covered Employment. Provided, however, any adjustments required under a Rehabilitation Plan adopted pursuant to the Pension Protection Act of 2006 shall be applied regardless of the date of termination for the former Participant.

ARTICLE IX, SECTION 9.02 shall be amended in its entirety to read as follows:

9.02 Death Benefits

Effective between March 20, 2015 and December 31, 2015 and then April 30, 2016 and thereafter, payment of this lump sum death benefit is suspended as required under the Pension Protection Act of 2006 due to the determination that the Pension Plan is in Critical Status. During the period of required suspension, the beneficiary for any non-married Participant shall receive the death benefit under 9.01.

Effective during the period of January 1, 2016 through April 29, 2016 when the Plan was no longer determined to be in Critical Status, a lump sum death benefit could be paid. This lump

sum death benefit is equal to the sum of the contributions credited to the Participant at the time of death shall be payable to the surviving Beneficiary of:

- (a) any terminated, non-married Participant who is entitled to a Deferred Vested Benefit.
- (b) any non-married active Participant who has not yet incurred a Permanent Break-in-Service (as defined in Section 3.07).
- (c) any married active Participant who has not satisfied the requirements for the benefit provided in Section 9.01.

On April 29, 2016, the Plan was again classified as in Critical Status by action of the Trustees pursuant to IRC Section 432(b)(4). Accordingly, effective April 30, 2016 the lump sum death benefit is again suspended. Upon the emergence from Critical Status, the suspension on payment of this Death Benefit will automatically be restored again.

IN WITNESS WHEREOF, pursuant to the proper approval and delegation by the Trustees, the following Employer and Union Trustees have affixed their signatures as of this 14th day of June, 2016.

UNION TRUSTEE

By: Norman Lunge

EMPLOYER TRUSTEE

By: Charles Kosey