

**BRICKLAYERS PENSION FUND OF WESTERN PENNSYLVANIA
SUMMARY PLAN DESCRIPTION**

UNION TRUSTEES

Norman L. Ringer, Jr., Chairman
Thomas Auman
Glenn L. Smyers, Jr.
William T. Greer
Timothy Wachter

EMPLOYER TRUSTEES

Carolyn Kusler, Secretary
Charles M. Kosey
Ed Stevens
Ray Sekowski
Adam Harris

PARTICIPATING BAC LOCAL UNION NO. 9

Beaver Chapter
Clarion Chapter
Greensburg Chapter
Johnstown Chapter
New Castle Chapter
Warren Chapter
Washington Chapter

FUND ATTORNEY

Tucker Arensberg PC
Teresa R. Pofok, Esq.

FUND ACTUARY

Acrisure
Brad Rigby, ASA, EA, MAAA

FUND ADMINISTRATOR

Benesis Inc.
3660 Stutz Drive, Suite 101
Canfield OH 44406
Toll Free: (877) 270-1199
Telephone: (412) 317-6538
Website: BACLocal9Benefits.org

Mailing Address:

PO Box 160
Troy MI 48099-0160

Local Office

100 Kingston Drive
Pittsburgh PA 15235

Table of Contents

SECTION 1 – IMPORTANT INFORMATION	1
SECTION 2 - IMPORTANT DEFINITIONS	6
SECTION 3 – IN GENERAL.....	8
3.1 What is the Bricklayers Pension Fund of Western Pennsylvania?	8
3.2 When was the Trust established?	8
3.3 Who is responsible for the administration of the Plan?	8
3.4 What are the other responsibilities of the Trustees?	8
3.5 Who are the contributing Employers?	8
3.6 How much do I contribute to the Pension Plan?.....	9
3.7 How are the amounts to be paid as benefits determined?	9
3.8 Is the Pension Plan Benefit tied into Social Security?.....	9
SECTION 4 – ELIGIBILITY AND ENROLLMENT	10
4.1 When am I included in the Pension Plan?	10
4.2 Must I register with the Pension Plan?	10
4.3 How do I name a Beneficiary for the Pension Plan?	10
4.4 How is my participation terminated?.....	10
4.5 What happens to my eligibility if I have a Break in Service?.....	11
SECTION 5 – EARNING CREDIT FOR A PENSION.....	12
5.1 How do I become eligible to receive a Pension from the Plan?	12
5.2 What if I work less than 800 hours in a Plan Year?.....	12
5.3 How do the Trustees determine the Hours an Employee works in a Plan Year?.....	12
5.4 Can my Credited Service and Benefits be cancelled or forfeited?.....	12
5.5 What are the vesting requirements under the Plan?	12
5.6 What are the Break-in-Service Rules prior to age 65?.....	13
5.7 Is there an exception to the Break-in-Service Rule?.....	13
5.8 What happens if I work outside of the jurisdiction of the Plan?.....	15
5.9 How are my Transferred Contributions and Hours Credited Under this Plan?	15
SECTION 6 – RETIREMENT BENEFITS.....	16
6.1 What benefits can I receive from this Plan?	16
6.2 When can I retire?.....	16
6.3 Do I have to retire at age 65?.....	18
6.4 How much will I receive if I retire at age 65 with a Normal Retirement Benefit?.....	18
6.5 How much will I receive if I retire prior to age 65?	20
6.6 What if I postpone my retirement and continue to work after age 65?.....	22
6.7 What are the eligibility requirements for a Disability Retirement Benefit?	22

6.8	How much will I receive if I qualify for a Disability Retirement Benefit?	23
6.9	How is my Deferred Vested Retirement Benefit Calculated?	24
SECTION 7 – DEATH BENEFITS		25
7.1	What happens if I die prior to retirement?	25
7.2	Can a widow who is entitled to a deferred Surviving Spouse Death Benefit apply for a Return of Contributions Monthly Death Benefit?.....	25
7.3	What if the actuarial value of the annuity payable to the surviving spouse is less than \$5000?.....	26
SECTION 8 – BENEFIT PAYMENT RULES		27
8.1	How are Retirement Benefits paid?	27
8.2	Can a Married Participant elect other than a 50% Joint and Survivor Annuity?	27
8.3	Under the Joint and Survivor Annuity Options, what happens if my spouse dies before me?	28
8.4	How do I apply for Retirement Benefits or get additional information about the Plan?	28
8.5	What happens if my application for a benefit is denied?	29
8.6	What happens if I retire and then return to work?	30

SECTION 1 – IMPORTANT INFORMATION

PLAN NAME AND ADDRESS:

Bricklayers Pension Fund of Western Pennsylvania
c/o Benesys Inc.
3660 Stutz Drive, Suite 101
Canfield OH 44406

PLAN AND EMPLOYER IDENTIFICATION NUMBER:

The Employer Identification Number (EIN) assigned to the Trust Fund is 25- 6121713.
The Plan Number is 001.

TYPE OF PLAN:

The Bricklayers Pension Fund of Western Pennsylvania is a Defined Benefit Pension Plan.

PLAN ADMINISTRATORS AND FIDUCIARIES:

The Trustees of the Bricklayers Pension Fund of Western Pennsylvania functioning in their capacity under the terms and conditions of the Agreement and Declaration of Trust, are the Named Fiduciaries as defined under the Employee's Retirement Income Security Act of 1974 (ERISA). The Board of Trustees consists of the following members:

UNION TRUSTEES

Norman L. Ringer, Jr., Chairman
Thomas Auman
Glenn L. Smyers, Jr.
William T. Greer
Timothy Wachter

EMPLOYER TRUSTEES

Carolyn Kusler, Secretary
Charles M. Kosey
Ed Stevens
Ray Sekowski
Adam Harris

ADMINISTRATION OF THE PLAN:

The Board of Trustees is responsible for the overall administration of the Plan. The day-to-day administration of the Plan (receipt of employer reports and contributions, issuance of benefit payments and maintenance of Fund records) has been delegated to Benesys as the Fund Administrator.

PLAN SPONSORS:

The Board of Trustees is the Plan Sponsor as that term is defined by ERISA.

FUNDING MEDIUM:

The Trust Fund established under the Bricklayers Pension Fund of Western Pennsylvania Trust Agreement is the funding medium used for the accumulation of assets and the distribution of benefits.

LEGAL SERVICE:

Service of legal process may be made on the Board of Trustees c/o the Fund Administrator or the person designated below:

Tucker Arensberg PC
1468 West Ninth Street
Suite 720
Cleveland OH 44113

FUND INVESTMENTS:

Aside from those assets not immediately needed to pay administrative expenses and benefits, the assets are invested by the Trustees. In this regard, the Trustees, mindful of the fiduciary responsibilities and in an attempt to protect the principal and at the same time secure a reasonable return on the assets under their control, have entered into contracts with various investment managers to invest these assets. In addition, the Trustees have retained the services of an investment advisor to assist with the selection and monitoring of the investment managers. Generally, the investment managers and advisor are considered Fiduciaries, as defined by ERISA, and are legally responsible for the prudent management of Plan assets under their management.

COLLECTIVE BARGAINING AGREEMENTS:

Each of the Plan's participating Chapters of BAC Local 9 has executed a Collective Bargaining Agreement requiring Employers to make contributions into the Fund. Copies of the Collective Bargaining Agreements may be secured from the participating chapters at the address listed below:

Bricklayers and Allied Crafts Local Union No. 9
100 Kingston Drive
Pittsburgh, PA 15235

PLAN DOCUMENTS:

The Plan Document as amended and restated effective through January 1, 2015, with all amendments thereto constitutes the Plan.

PLAN YEAR AND FINANCIAL REPORTS:

The Plan maintains its financial records on a calendar year basis, commencing each January 1 and ending on December 31. All governmental filings relating to the financial status of the Plan are reported on a calendar year basis.

SOURCE OF CONTRIBUTIONS:

Benefits are provided from the Trust Fund assets, which are accumulated under the provisions of the Collective Bargaining Agreement and the Trust Agreement and held in a Trust Fund for the purpose of providing benefits to covered Participants and Beneficiaries and defraying reasonable administrative expenses.

TERMINATION OF THE PLAN:

The Board of Trustees has the right to amend or terminate this Plan when required by law or when deemed

appropriate. If the Plan is amended or terminated, you will be notified in writing.

It is the intention of the Board of Trustees that the Plan shall be continued indefinitely. If the Plan were to be terminated by the Trustees, all of the vested benefits, to the extent funded, will become nonforfeitable. Certain non-forfeitable benefits will be insured by the Pension Benefit Guaranty Corporation against any possible asset insufficiency (see below). Upon termination of this Plan, no assets will be returned to or used for the benefit of any Employer or Union.

PENSION BENEFIT GUARANTY CORPORATION:

Certain benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. Therefore, the PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if the participant becomes disabled before the plan becomes insolvent; and (3) certain benefits for survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because the participant has not worked long enough; (4) benefits for which the participant has not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask the Trustees, Fund Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202- 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website at www.pbgc.gov.

PARTICIPANT'S AND BENEFICIARY'S RIGHTS UNDER ERISA:

The Plan is covered by the Employee Retirement Income Security Act of 1974 (ERISA), a federal law intended to protect employee's rights under their benefit plans. As a Participant in the Plan, you have certain rights and protections under ERISA. You are entitled to:

Receive Information About Your Plan and Benefits:

Examine, without charge, at the Fund Administrator's office by contacting the Board of Trustees, all documents governing the Plan, including the Plan documents, the trust agreement, collective bargaining agreements, and a copy of the latest annual return/report (Series 5500) filed by the Plan with the U.S.

Department of Labor and available for inspection at the Public Disclosure Room of the Employee Benefits Security Administration. If you would like copies of the documents governing the operations of the Plan, you may request them in writing from the Board of Trustees. Copies will be sent to you for a reasonable charge.

In addition, you will receive a summary of the Plan's annual financial report which briefly describes the financial activities of the Plan. The Board of Trustees is required by law to furnish each participant with a copy of this annual funding notice. Once each year you may request a statement about the status of your benefits under the Plan. The statement will show the amount of your accrued benefit and whether you are vested. The statement must be requested in writing from the Board of Trustees and will be provided without charge.

If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have a denied claim reviewed and reconsidered. See the "Claim Appeal Procedures" section of the summary plan description for a more detailed explanation.

Prudent Actions by Plan Fiduciaries:

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries", have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, the Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or a lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Fund Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Board of Trustees, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of

Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

SECTION 2 - IMPORTANT DEFINITIONS

Accrued Benefits means the amount of the monthly retirement benefit that has been credited to date and to which you may be entitled to at Normal Retirement Age.

Collective Bargaining Agreement means the agreement between the Union and the Employer(s) which provides for the establishment and maintenance of this Pension Plan and the payment of contributions to this Pension Fund.

Contributions or Employer Contributions means the payments required to be made by Employers to the Pension Fund in accordance with the terms of a Collective Bargaining Agreement.

Covered Employment means employment with a Contributing Employer for which the Participant is entitled to payment. Covered Employment includes both Credited and Non-credited Employment.

Credited Employment means employment with a Contributing Employer for which Contributions are due the Pension Fund. Your Service earned during Credited Employment shall be used to determine the amount of the retirement benefit to which you may be entitled (called "Credited Service").

Non-credited Employment means employment with an Employer for which no Contributions are due the Pension Fund. Your Service earned during any period of Non-credited Employment will not be used to determine the amount of your retirement benefit but may be used to determine eligibility to receive the benefits and vesting status.

Employee means all persons working in a position covered by the Collective Bargaining Agreement who are represented by the Union and employed by a Contributing Employer and for whom Contributions are required to the Pension Fund. Employees of the Union, including salaried employees, may also be included if the Union entered into a Participation Agreement with the Pension Fund, includes participation for all of its employees that are not otherwise covered by a pension fund required under a separate collective bargaining agreement or Constitution/Bylaws.

Employer or Contributing Employer means any person, partnership or corporation who may employ one or more Employees, and who is party to a Collective Bargaining Agreement with the Union which requires Contributions to be made to the Fund. The Union may be an Employer if it enters into a Participation Agreement with the Pension Fund.

Former Participant means any person who has been a Participant but who has ceased to be a Participant for any reason. Any Participant with a vested interest who is no longer employed by an employer shall also be considered a Former Participant.

Non-Covered Masonry Work means work that is performed for a non-signatory employer in the geographic area covered by the Union which if performed by a Contributing Employer would be considered "Covered Employment."

Non-vested Participant means a Participant who has less than five (5) Years of Credited Service.

Normal Retirement Age means a Participant's sixty-fifth (65th) birthday and the fifth (5th) anniversary of his initial entry date. A Participant shall have a 100% nonforfeitable vested interest in his Accrued Benefit upon attainment of his Normal Retirement Age.

Participant means an Employee that has met the initial eligibility requirements and not terminated participation and become a Former Participant.

Pension Fund or Trust Fund means the Trust Fund created by the Trust Agreement initially adopted January 1, 1971 to hold the assets necessary to provide the benefits under the Pension Plan.

Pension Plan or Plan means the formal written plan document that includes the rules and regulations for providing covered retirement benefits together with all amendments as may be adopted by the Trustees from time to time.

Pensioner or Retiree means any participant who has terminated work in covered employment and who has applied for and is receiving a retirement benefit under the plan.

Retirement means the complete cessation from all Covered Employment and application and acceptance of monthly retirement benefits from the Pension Fund. If a Retiree returns to work, he will no longer be considered a Retiree and will be subject to the Suspension of Benefits rules under Section 8.6.

Service or Years of Credited Service means the years of Credited Employment used to determine a Participant's eligibility for a Normal, Early Disability or Deferred Pension Benefit.

- **Credited Future Service** means service on or after January 1, 1971.
- **Credited Past Service** means service prior to January 1, 1971.

Union means Local 9 of the Bricklayers and Allied Crafts, AFL-CIO and such other labor organizations as from time to time are accepted into the Plan by the Board of Trustees.

SECTION 3 – IN GENERAL

The following Questions and Answers are intended to provide, in a convenient form, general information covering the more important provisions of the Plan. Please take time to review this Summary Plan Description (SPD) as it is a general explanation of the Pension Plan Document. In the event of any conflict between this SPD and the formal Plan Document or Trust Agreement, the formal Plan Document and/or Trust Agreement will be used to decide the conflict. All information shown herein applies to those Participants retiring on or after January 1, 2025. Prior SPDs, that provide the rules for Participant's that retired prior to January 1, 2025, can be requested from the Fund Administrator.

3.1 WHAT IS THE BRICKLAYERS PENSION FUND OF WESTERN PENNSYLVANIA?

The Bricklayers Pension Fund of Western Pennsylvania is a Trust Fund established by Local 9 of the Bricklayers and Allied Crafts AFL-CIO and the Mason Contractors in Western Pennsylvania. The Trust Fund holds the plan assets to provide retirement benefits for those Employees who work for Contributing Employers in the masonry industry. The Board of Trustees are designated by the Trust Agreement. The Trustees created a Plan which establishes the rules of eligibility and amount of these retirement benefits. The Trust Fund and Plan are intended to meet the requirements of Section 401(a) of the Internal Revenue Code (IRC) and of the Employee Retirement Income Security Act of 1974 (ERISA), as amended from time to time. The Trust Fund and Plan have been qualified by the Internal Revenue Service.

3.2 WHEN WAS THE TRUST ESTABLISHED?

The Trust Fund and Pension Plan was established on January 1, 1971.

3.3 WHO IS RESPONSIBLE FOR THE ADMINISTRATION OF THE PLAN?

The Trustees are responsible for the overall administration of the Pension Plan. The day-to-day operations of collecting and recording Employer Contributions, processing and paying benefits, and posting and maintaining all necessary records have been delegated to the Fund Administrator, a third-party administrator.

3.4 WHAT ARE THE OTHER RESPONSIBILITIES OF THE TRUSTEES?

The Trustees are responsible for the design and implementation of all Plan changes; the preparation of all booklets, notices and forms; the preparation and filing of all reports with the Federal Government; and most importantly, the investment and disbursement of all Fund assets. To assist them in carrying out their responsibilities, the Trustees have employed the professional services of an Attorney, Auditor, Investment Advisor, Investment Managers and Actuary. In addition, the Trustees participate in Educational Seminars and Conferences specifically designed for Trustees of Employee Benefit Funds. Only the full Board of Trustees is authorized to interpret the Plan document and make decisions on the benefits provided. No Employer, Union or their representatives, in such capacity, has the right to interpret this Plan or act on behalf of the Trustees. The Trustees have the right to amend, modify, discontinue and/or terminate all or any part of the Pension Plan at any time.

3.5 WHO ARE THE CONTRIBUTING EMPLOYERS?

A Contributing Employer is any employer who has a signed Collective Bargaining Agreement with Local 9 of the Bricklayers and Allied Craft AFL-CIO, that contains a clause requiring the Employer to make Contributions to the Bricklayers Pension Fund of Western Pennsylvania.

3.6 HOW MUCH DO I CONTRIBUTE TO THE PENSION PLAN?

Under the terms of the Collective Bargaining Agreement, the Union and Employers negotiate the Contribution rate from the wage package. These Employer Contributions are intended to pay for the entire cost of the Pension Plan. The Trust Agreement does not allow employee contributions.

3.7 HOW ARE THE AMOUNTS TO BE PAID AS BENEFITS DETERMINED?

When the Trust Fund was created, the Trustees established the eligibility requirements and benefits based on the advice of an independent actuary. Since that time, the Trustees have periodically reviewed the income, mortality and benefit payments with the Fund Actuary. As a result of these reviews, the Trustees amend the rules of the Plan.

3.8 IS THE PENSION PLAN BENEFIT TIED INTO SOCIAL SECURITY?

No. Your Pension Plan benefits are in addition to any benefits to which you may be entitled to under Social Security.

SECTION 4 – ELIGIBILITY AND ENROLLMENT

4.1 WHEN AM I INCLUDED IN THE PENSION PLAN?

If you were working within the jurisdiction of one of the participating Unions of the Bricklayers Pension Fund of Western Pennsylvania on January 1, 1971, you were included in the Plan as of that date. If you started to work after January 1, 1971 but prior to January 1, 1976, you became a Participant on the date you started to work under a Collective Bargaining Agreement requiring Contributions to the Pension Fund.

If you started to work under a Collective Bargaining Agreement requiring Contributions to the Pension Fund after January 1, 1976, you became a Participant starting with the first Plan Year in which you were credited with a minimum of two hundred (200) hours of work in Covered Employment.

Once you become a “Plan Participant,” your participation will continue in the Plan until you either retire, die or incur a “Break-in-Service.”

4.2 MUST I REGISTER WITH THE PENSION PLAN?

Yes. You must complete and file an Employee Enrollment Card. Enrollment Cards can be obtained at the Union Office or from the Fund Administrator. On this form, be sure to indicate your Social Security number, date of birth and designated beneficiary. If married, also include your spouse’s information including their date of birth.

4.3 HOW DO I NAME A BENEFICIARY FOR THE PENSION PLAN?

When your participation begins, you need to register by filing an Enrollment Card which includes a Beneficiary Designation Section. Your Beneficiary will receive a death benefit under the Plan in the event of your death. You may name anyone as your Beneficiary. However, if you are married and wish to designate a person other than your legal spouse as your Beneficiary, your spouse must consent to the designation in writing and in the presence of a notary public.

You may update your Beneficiary at any time without the consent of the Beneficiary by completing and submitting a new Beneficiary designation form. However, if you are married, you cannot change your Beneficiary from your legal spouse without the written consent. If you designate your legal spouse but then are legally divorced, the designation of your former spouse becomes invalid unless you are already receiving your pension. In that case, your pension will continue to be paid in the form you elected at retirement.

No changes will be effective unless the written Beneficiary Designation Form is received by the Fund Administrator prior to your death. If you do not have a designated Beneficiary at the time of your death, or your Beneficiary is not living, the death benefit will be paid to your:

- Spouse; or if none
- Children in equal shares; or if none
- The Beneficiary designated on the Union beneficiary card; or if none
- Your Estate.

4.4 HOW IS MY PARTICIPATION TERMINATED?

You will no longer be a Participant after the last day of any Plan Year in which you have a Permanent Break-in-Service. However, your participation is not terminated if you are vested, which means that you

have already earned a right to receive a pension, either immediately or at a later date you will be considered a Former Participant.

4.5 WHAT HAPPENS TO MY ELIGIBILITY IF I HAVE A BREAK IN SERVICE?

If you have a One Year Break-in-Service but are either vested or have not lost all Credited Service due to a Permanent Break-in-Service, you will become a Participant again immediately upon returning to work in Covered Employment. However, if you were not vested and have a Permanent Break-in-Service, you have to satisfy the initial participation requirement before again becoming a Participant.

SECTION 5 – EARNING CREDIT FOR A PENSION

5.1 HOW DO I BECOME ELIGIBLE TO RECEIVE A PENSION FROM THE PLAN?

Your eligibility for retirement benefits under the Plan is determined on the basis of “Years of Credited Service.” Credited Service is based on Covered Employment with a Contributing Employer. You can earn credit two ways: (1) Past Service Credit; and (2) Future Service Credit.

Past Service Credit. If you were in the Plan when it was established (January 1, 1971), you will be granted a Year of Credited Past Service for each year or portion of a year that you were working at the trade for a Contributing Employer (within the geographic area covered by the Plan) during the period January 1, 1961 through December 31, 1970. Continuous membership in the Union will be considered evidence of active employment during this period.

Future Service Credit. Future Service Credits will be based upon employment after January 1, 1971. A Year of Future Service will be granted for each plan year you work 800 or more hours for a Contributing Employer. “Hours of Credited Service” earned in a Plan Year include all hours of work directly or indirectly paid or entitled to payment. All hours of employment for which you are directly or indirectly paid, or entitled to payment, will be counted, providing such hours are reported to the Fund Administrator’s Office.

5.2 WHAT IF I WORK LESS THAN 800 HOURS IN A PLAN YEAR?

Partial Years of Future Service will be granted if you work at least 200 hours but less than 800 hours in a Plan Year on the following basis:

Hours of Credited Service	Partial Credit Earned
Less than 200	0
200 but less than 400	1/4
400 but less than 600	1/2
600 but less than 800	3/4

5.3 HOW DO THE TRUSTEES DETERMINE THE HOURS AN EMPLOYEE WORKS IN A PLAN YEAR?

Each Employer is required to file a monthly report of the hours worked by each of its employees. The Trustees rely on these reports to determine the number of hours worked by an employee during a Plan Year. You will receive an Annual Pension Summary Report and a detail listing of the hours and contributions received by the Contributing Employers by month each Plan Year. Upon reviewing the report, if there are errors and/or unreported hours, you should notify the Fund Administrator in writing of the discrepancy and provide supporting documentation (copies of pay stubs).

5.4 CAN MY CREDITED SERVICE AND BENEFITS BE CANCELLED OR FORFEITED?

Yes. If you terminate your employment with a Contributing Employer at any time prior to having attained Normal Retirement Age, your credited service and accrued benefits will be subject to forfeiture under the Break-in-Service Rules explained on the following page.

5.5 WHAT ARE THE VESTING REQUIREMENTS UNDER THE PLAN?

If you have accumulated five (5) or more years of Credited Service as of December 31, 1993, your service credits and accumulated benefits become vested (nonforfeitable). Prior to December 31, 1993, a participant

was required to have ten (10) or more years of Credited Service to be vested. Should you terminate your employment with a Contributing Employer prior to retirement, but after having met the foregoing requirement, you are referred to as a “Deferred Vested Participant.”

5.6 WHAT ARE THE BREAK-IN-SERVICE RULES PRIOR TO AGE 65?

If you are under Normal Retirement Age and have less than five (5) Years of Credited Service at the time you terminate employment with a Contributing Employer, you will incur a “One Year Break-in-Service” in any Plan Year that you fail to work a minimum of 200 hours in Covered Employment. When the number of consecutive One Year Breaks-in-Service equals five (5), this is called a Permanent Break-in-Service. If you have a Permanent Break-in-Service, all prior Credited Service and accrued benefits accumulated prior to such Permanent Break-in-Service is forfeited.

For example, if you were to terminate employment after having accumulated three (3) Years of Credited Service, your Credited Service and accrued benefits would be forfeited if you had less than 200 hours of work in covered employment in each of the next five (5) years.

Once you have five (5) Years of Credited Service, your benefits and service credits become fully vested and a Break-in-Service will not result in a loss of retirement benefits. If you only have a One Year Break-in-Service, you will again become a Participant immediately upon returning to work in Covered Employment. However, if you sustain a Permanent Break-in-Service, you will have to satisfy the initial participation requirement before again becoming a Participant.

The above rules have been in effect since the plan year ending December 31, 1993. Prior to that period, the Plan required ten (10) Years of Credited Service versus five (5) Years of Credited Service.

5.7 IS THERE AN EXCEPTION TO THE BREAK-IN-SERVICE RULE?

Yes, there are five exceptions to the foregoing rule. These are for Participant who: (1) become totally disabled while working in “Covered Employment”; (2) take a Leave for Maternity or Paternity reasons; (3) enter the Armed Services; (4) are age 65 and (5) works at least 200 hours in a jurisdiction covered by another Local 9 Collective Bargaining Agreement.

Disability. Those Plan Years when you are determined to be totally disabled will not be counted when determining a Break-in-Service. It should be noted that no further Service Credits will be added during the periods of total disability.

For example, let us assume you have three (3) Years of Credited Service, and then become totally disabled so you have to terminate your Covered Employment. Under normal circumstances your Credited Service would be cancelled at the end of the fifth plan year following termination of employment. However, since you are totally disabled, your Service Credits will remain in force so long as you remain totally disabled. Should you recover, the five (5) year Break-in-Service Rule will apply and you will be required to return to work before you have a Permanent Break-in-Service.

Maternity and Paternity Leave. Absence for up to twelve months for reasons of Maternity or Paternity will not be counted in determining a Break-in-Service which might result in the forfeiture of service

and benefit credits. Absence from work in Covered Employment will be waived when due to (1) your pregnancy, (2) the birth of your child, (3) the placement for purposes of adoption of an infant with you for the purpose of caring for such child following birth or placement. However, prior to taking such Leave of Absence for reasons of Maternity or Paternity, you must notify the Fund Administrator. If you cannot notify the Fund Administrator prior to the leave, you must do so within ninety (90) days following the date you stopped working in Covered Employment. Failure to give timely notice of such Leave of Absence without good reason will result in disallowance of such waiver of the Break-in-Service Rules.

If you are on an approved Maternity or Paternity Leave of Absence, you will receive credit for Hours of Service which you would have otherwise earned except for such absence. Generally, the Plan will credit these hours based upon with hours of service per day of such absence up to the 200 hours needed for the Plan Year to avoid a One Year Break-in-Service.

Military Service. Those Plan Years in which you are engaged in full time active military service in the Armed Services of the United States will not be counted in determining a Break-in-Service, providing you provide timely proof of such service to the Board of Trustees. Additionally, service in the Armed Forces of the United States will be credited to the extent required by law. If you leave Covered Employment to enter active service in the Armed Forces, the period of such military service, for up to five (5) years will not be counted toward a Break-in-Service. If you return to Covered Employment (or make yourself available for Covered Service) within the required reemployment timeframes, the period of your military service will be counted toward eligibility for benefits. Effective for military service on or after December 12, 1994, you will receive Years of Credited Service if you meet the reemployment timeframes.

If you return to work after your discharge (by other than dishonorable means), your period of military service will be credited. The timeframe for your reemployment varies depending upon the time period of your military service as follows:

Days of Military Service	You must be Reemployed within:
Less than 31 days	Next working day after day of discharge
Less than 180 days	14 days from date of discharge
Over 180 days	90 days from date of discharge

Attainment of Age 65. The Break-in-Service Rules will be waived following the date you turn age 65 (Normal Retirement Age).

Work in another BAC Local 9 Area. The Break-in-Service Rules will be waived if you work at least 200 hours for an Employer under a Collective Bargaining Agreement with BAC Local 9 that does not require contributions to this Fund. Due to the consolidation of the BAC Local 9 territorial jurisdiction over the years, there were multiple pension funds covering its membership. Many Employers are sometime signatory to more than one Collective Bargaining Agreement and need their employees to work in various areas that are still part of BAC Local 9’s territory. This may require you to work under a Collective Bargaining Agreement that does not require contributions to this Fund. If you work at least 200 hours, then you will be provided Credit under this Plan solely to avoid a Break-in-Service. These credits will not be used to determine your vesting or the amount of the benefits which you earn.

If you work in the BAC Local 9 jurisdiction that requires contributions to the Building Trades Pension Plan of the Western Pennsylvania, the hours worked and contributed to the Building Trades Pension Plan of the Western Pennsylvania will be converted to Credited Service that can only be used to determine whether you earned the 10 Years of Credited Service needed to meet the eligibility requirements for an Early Retirement Benefit.

5.8 WHAT HAPPENS IF I WORK OUTSIDE OF THE JURISDICTION OF THE PLAN?

To protect the rights and benefits of those employees who are required from time to time to work outside the jurisdictional area of this Plan, Reciprocal Agreements have been executed with many of the Pension Funds in adjacent areas. These Reciprocal Agreements provide for the transfer to this Fund of the Contributions earned by those Employees who are temporarily employed in the area of the Plan.

To protect your benefit rights under this Plan, and to receive credit for those pension Contributions earned while working outside the Plan's jurisdictional area, you should check with the Fund Administrator and Union Office before leaving this area to make certain that there is a Reciprocal Agreement with the Plan in the area in which you will be working. You should also immediately notify the pension fund office in the area where you are temporarily employed, requesting that the Contributions paid on your behalf be transferred to this Fund.

Most of the Bricklayers Pension Funds in Pennsylvania have executed the Statewide Reciprocal Agreement to which this Plan is also a Party. In addition, the Trustees have signed independent Agreements with other Funds. These Agreements are subject to renewal or termination. Check with the Fund Administrator to make certain that the pension fund in which you will be working has a Reciprocal Agreement in effect prior to time you become employed.

5.9 HOW ARE MY TRANSFERRED CONTRIBUTIONS AND HOURS CREDITED UNDER THIS PLAN?

If you are working in an area with a Reciprocity Agreement and have your Contributions transferred back to this Fund, the hours and contributions will be credited in the Plan Year in which they were earned. The Contributions received will be converted to hours for purposes of determining Credited Service using the rate in effect under the Plan to determine eligibility for benefits. All contributions will be used in calculating the amount of monthly benefit.

SECTION 6 – RETIREMENT BENEFITS

6.1 WHAT BENEFITS CAN I RECEIVE FROM THIS PLAN?

The Plan is designed to provide retirement income. Certain rules apply as to when you become eligible to receive the pension benefits provided. The Plan provides the following five classes of retirement benefits:

1. Normal Retirement Benefit
2. Early Retirement Benefit
3. Total and Permanent Disability Retirement Benefit
4. Deferred Vested Retirement Benefit

6.2 WHEN CAN I RETIRE?

If you have completely retired from employment with all Employers in the jurisdiction of the Plan, you can become eligible to receive retirement benefits from this Plan. The date that you can retire is based upon your age and Years of Credited Service. Additionally, you must satisfy all of the application and documentation requirements **prior** to receiving any benefits from this Plan.

Normal Retirement Benefit. Once you have accumulated five (5) Years of Credited Service, you will be eligible for a full Normal Retirement Benefit upon attaining age 65.

Early Retirement Benefits. If you retire at age 63 or later, have twenty-five (25) or more Years of Credited Service and earn a minimum of 500 hours in the 60 months prior to your retirement date, you will receive an Unreduced Early Retirement Benefit. If you do not have the minimum 500 hours in the 60 months, you must wait until age 65 to retire under a Normal Retirement Benefit.

If you are age 60, but not 65, have a minimum of ten (10) Years of Credited Service and a minimum of 500 hours in the 60 months prior to your retirement date, you will be eligible for a reduced Early Retirement Benefit.

Effective January 1, 2022, any Participant that incurs three (3) consecutive One-Year Breaks in Service prior to Early Retirement Age must return to Covered Employment and earn at least three (3) Years of Credited Service

However, if you worked in “Non-Covered Masonry Work” at any time after becoming a Participant in the Plan, you will have the date your Early Retirement Benefit starts delayed. Participants who work in Non-Covered Masonry Work will have their Early Retirement Pension delayed by 6 months for every calendar quarter that they worked in Non-Covered Masonry Work. “Non-Covered Masonry Work” is defined as work that is performed for a non-signatory employer in the jurisdiction of BAC Local 9 which if performed for a contributing Employer would be considered “Covered Employment” under this Plan. This delayed benefit start date will not apply if you returned to work and had at least 2,400 hours of Contributions made or due on your behalf during the 36 calendar months prior to your Early Retirement Date. This delay will not last longer than the month you turn age 65.

For Example, John Davis worked as a bricklayer since 1994. He left work for a contributing Employer in 2014 and worked as a mason for a non-signatory employer for three years. He returned to work for a contributing Employer in January 2017 and worked until December 2018. With his service credits, he earned 21 years of Credited Service as of December 1, 2019 when he turned age 62. On December 15, 2019, he filed his application for a Reduced

Early Retirement Benefit to begin February 1, 2020. He met the minimum service rules for eligibility for a Reduced Early Retirement Benefit and had at least 2,400 hours since his return in January 2017, so his monthly pension payments began February 1, 2020.

However, Brian Smith worked for 21 years from 1994 through July 2015 for contributing Employers. He left shortly after John Davis to work as a mason for the same non-signatory employer in the area covered by BAC Local 9. He did not stay as long and started working for a contributing Employer again in August 2017. He worked sporadically after returning to Covered Employment. He plans to apply for a Reduced Early Retirement Benefit to begin when he turns age 60 in August 2020. However, he had 8 calendar quarters in which he worked in “Non-covered Masonry Employment”. If he applies to begin his pension August 1, 2020, it will be delayed for up to 4 years (i.e. 6 months for each of the 8 calendar quarters he worked). *If he worked enough so he has 2,400 hours of Contributions on his behalf after he returned from working in the Non-Covered Masonry Employment, then the delay will no longer apply.*

Total and Permanent Disability Retirement Benefit. If you are Totally and Permanently Disabled before you turn age 60 and meet the following requirements, you will be eligible to receive a Total and Permanent Disability Retirement Benefit. The eligibility requirements are:

1. You must be Totally and Permanently disabled as defined by the Plan; and
2. You must have earned at least 10 Years of Credited Service; and
3. You must have filed for the disability pension on the form and supplied the proof of disability required by the Trustees; and
4. You must have worked in Covered Employment for at least 250 hours in the 2 years immediately preceding the time you became Totally and Permanently Disabled.

However, if you work in “Non-Covered Masonry Work” at any time after becoming a Participant in the Plan, you will have the date your Total and Permanent Disability Retirement Benefit starts delayed.

Participants who work in Non-Covered Masonry Work will have their Total and Permanent Disability Pension delayed by 6 months for every calendar quarter that they worked in Non-Covered Masonry Work. “Non-Covered Masonry Work” is defined as work that is performed for a non-signatory employer in the jurisdiction of BAC Local 9 which if performed for a contributing Employer would be considered “Covered Employment” under this Plan. This delayed benefit start date will not apply if you returned to work and had at least 2,400 hours of Contributions made or due on your behalf during the 36 calendar months prior to your retirement date. This delay will not last longer than the month prior to the month you turn age 65.

Deferred Vested Retirement Benefit. You become entitled to a Deferred Vested Retirement Benefit if you have completed the requirements for your pension to be fully vested (5 or 10 Years of Credited Service), regardless of the age you cease to be employed in Covered Employment. This type of pension is called a “deferred” pension because the actual payments do not begin until a future time, usually your Normal Retirement Age. Under the Plan you may be able to begin your payments under an Early or Disability Retirement Benefit if you meet the eligibility rules. However, Early Retirement Benefits require that you earn at least 500 hours in the 60 months prior to your retirement date and Disability Retirement Benefits require that you worked at least 250 in the 2 years prior to the date of your Total and Permanent disability, so these are generally not going to be available to Deferred Vested

Participants. If you meet the eligibility rules for an Early or Disability Retirement Benefit, the Non-covered Masonry Work limitation will apply to your benefit.

In the event that the Pension Fund cannot locate you when you reach the mandatory time that you must begin receiving your monthly retirement benefit, the payments will be forfeited. Once you are located, then the benefit will be reinstated and payments will be made once the application is filed and approved by the Trustees. It is very important that you always keep the Pension Fund informed of changes in your contact information in order to avoid this forfeiture of your pension that results when you cannot be located.

6.3 DO I HAVE TO RETIRE AT AGE 65?

No. Retirement under the Plan at age 65 is voluntary and not mandatory. If you continue to work after age 65, you will continue to earn Years of Credited Service and benefits. However, it should be noted that there will be no actuarial adjustment for postponed retirements after age 65.

6.4 HOW MUCH WILL I RECEIVE IF I RETIRE AT AGE 65 WITH A NORMAL RETIREMENT BENEFIT?

The monthly amount of a Normal Retirement Benefit is based upon a percentage of the Contributions that are paid or required to be paid on your behalf. The crediting percentage has changed over time as follows:

- a) 2.0% of the Aggregate Sum of the Contributions up to the first 2,000 Hours of Credited Service on or after January 1, 2020.
- b) 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
- c) 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
- d) 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
- e) 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
- f) 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
- g) 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
- h) 2.8% percent of the Aggregate Sum of the Contributions credited on his behalf prior to January 1, 1998; plus
- i) \$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 recognized the need to provide additional funding to the Trust 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 your 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. Non-benefit Responsive Contributions equal to 10% of the Contributions are being contributed to improve the funding of this Trust Fund are not included in the Aggregate Sum of Contributions for this calculation of your benefit.

For Example: your monthly Normal Retirement Benefit would be computed, assuming you retired in 2020 at age 65 with five (5) or more years of Credited Service as follows (Please note the Aggregate Sum of Contributions Earned are based on less than 2,000 hours worked in a year as multiplied by the employer contribution rate. Of course, this rate will vary from Chapter to Chapter and from year to year):

Plan Year Ending 12/31	Aggregate Sum of Contribution Earned	Benefit Factor	Monthly Benefit at age 65
1991	\$1,600	2.8%	\$44.80
1992	\$1,600	2.8%	\$44.80
1993	\$1,600	2.8%	\$44.80
1994	\$1,600	2.8%	\$44.80
1995	\$1,600	2.8%	\$44.80
1996	\$2,000	2.8%	\$56.00
1997	\$1,800	2.8%	\$50.40
1998	\$1,500	3.0%	\$45.00
1999	\$1,900	3.0%	\$57.00
Bonus			\$30.85
2000	\$2,000	3.0%	\$60.00
2001	\$2,000	3.0%	\$60.00
2002	\$2,100	3.0%	\$63.00
2003	\$2,200	2.6%	\$57.20
2004	\$2,300	2.6%	\$59.80
2005	\$2,400	2.6%	\$62.40
2006	\$2,450	2.6%	\$63.70
2007	\$2,500	2.6%	\$65.00
2008	\$2,600	2.6%	\$67.60
2009	\$2,650	2.6%	\$68.90
2010	\$2,700	2.6%	\$70.20
2011	\$2,750	2.6%	\$71.50
2012	\$2,500	2.2%	\$55.00
2013	\$2,250	2.0%	\$45.00
2014	\$2,200	2.0%	\$44.00
2015	\$2,350	2.0%	\$47.00
2016 (1/2 yr)	\$1,050	1.7%	\$17.85
2016 (1/2 yr)	\$1,300	1.35%	\$17.55
2017	\$2,500	1.35%	\$33.75
2018	\$2,550	1.35%	\$34.43

Plan Year Ending 12/31	Aggregate Sum of Contribution Earned	Benefit Factor	Monthly Benefit at age 65
2019	\$2,250	1.25%	\$28.13
2020	\$1,350	2.0%	\$27.00

Based on total Aggregate Sum of Contributions of \$64,150 and bonus of \$30.85, your monthly Pension Benefit, commencing at Normal Retirement 65, would be \$1,582.25. This is the amount that would be paid each month for life, assuming you did not retire under a Joint and Survivor Annuity. If you retire under a Joint and Survivor Annuity, you will receive an actuarially reduced benefit.

6.5 HOW MUCH WILL I RECEIVE IF I RETIRE PRIOR TO AGE 65?

The Plan provides Unreduced and Reduced Early Retirement Benefits depending upon your age and Years of Credited Service earned prior to your retirement.

Unreduced Early Retirement Benefit. If you retire at age 63 or later, have twenty-five (25) or more Years of Credited Service and earn a minimum of 500 hours in the 60 months prior to your retirement date, you will receive an **Unreduced Early Retirement Benefit**, calculated the same way your Normal Retirement Benefit would be calculated at age 65. If you do not have the minimum 500 hours in the 60 months, you must wait until age 65 to retire under a Normal Retirement Benefit.

Reduced Early Retirement Benefit. Once you have acquired at least ten (10) Years of Credited Service and earn a minimum of 500 hours in the 60 months prior to your retirement date, you may also elect a **Reduced Early Retirement Benefit** when you turn age 60. The amount of this Reduced Early Retirement Benefit varies depending upon your age and Years of Credited Service as of the date you retire. If you do not have the minimum 500 hours in the 60 months, you must wait until age 65 to retire under a Normal Retirement Benefit.

Early Retirement Reduction Factor: The Early Retirement reduction has changed over time. It was modified in 2015 and 2016 based upon the changes made under the Rehabilitation Plan adopted by the Board of Trustees.

The reduction factor for Participants who are at least age 63 with **25 Year of Service** at retirement is as follows:

- a) ***If you retired prior to January 1, 2000***, the factor is 0.50% per month for each full month, or six percent (6.0%) for each full year, that you retired prior to age 63
- b) ***If you retired between January 1, 2000 and April 30, 2015***, the factor is 0.25% per month for each full month, or three percent (3.0%) for each full year, that you retired prior to age 63.
- c) ***If you retired between May 1, 2015 and July 1, 2016*** and you earned at least 1500 hours in the 60 months prior to your retirement date, the factor is 0.333% for each full month or four percent (4.0%) for each full year that you retired prior to age 63. If you do not have the 1500 hours in the 60 months prior to your retirement date, you will have a full actuarial reduction based upon the number of years you retire prior to age 65.
- d) ***If you retire on or after July 1, 2016*** and you earned at least 1500 hours in the 60 months prior to your retirement date, the factor applied to all of your post-July 1, 2016 accruals is 0.50% per month for each full month, or six percent (6.0%) for each full year that you retire

prior to age 63. *This reduction factor only applies to all accruals earned if you are under age 60. Anyone age 60 or older as of July 1, 2016 is grandfathered and will receive the lower reduction factor in effect before July 1, 2016 for their accruals prior to the change and the new reduction factor for all post July 1, 2016 accruals.*

e) If you do not have the 1500 hours in the 60 months prior to your retirement date, you will have a full actuarial reduction based upon the number of years you retire prior to age 65. See Table Below:

Reduction Factors for Retirements on or <u>after</u> July 1, 2016 AND for all Accrued Benefits Earned July 1, 2016 and after by Participants with who are age 60 and over on June 30, 2016:		
Retirement Age	Reduction Factors with 1500 hours*	Reduction Factors without 1500 hours
64	0.0%	10.7303%
63	0.0%	20.0878%
62	6.0%	28.2775%
61	12.0%	35.4699%
60	18.0%	41.8076%

The reduction factor for Participants who are at least age 60 with at least **10 but less than 25 Year of Service** at retirement is as follows:

a) *If you retired prior to January 1, 2000*, the factor is 0.30% per month for each full month, or three point six percent (3.6%) for each full year, that you retired prior to age 65.

b) *If you retired between January 1, 2000 and April 30, 2015*, the factor is 0.15% per month for each full month, or one point eight percent (1.8%) for each full year, that you retired prior to age 65.

c) *If you retired between May 1, 2015 and July 1, 2016* and you earned at least 1500 hours in the 60 months prior to your retirement date, the factor is 0.2% for each full month or two point four percent (2.4%) for each full year that you retired prior to age 65. If you do not have the 1500 hours in the 60 months prior to your retirement date, you will have a full actuarial reduction based upon the number of years you retire prior to age 65.

d) *If you retire on or after July 1, 2016* and you earned at least 1500 hours in the 60 months prior to your retirement date, the factor applied to all of your accruals:

- If you have at least 20 Years of Credited Service but less than 25 is 0.333% per month for each full month, or four percent (4.0%) for each full year that you retire prior to age 65.

- If you have at least 10 Years of Credited Services but less than 20 is 0.417% per month for each full month, or five percent (5%) for each full year that you retire prior to age 65.

- *This reduction factor only applies to all accruals earned if you are under age 60. Anyone age 60 or older as of July 1, 2016 is grandfathered and will receive the lower reduction factor in effect before July 1, 2016 for their accruals prior to the change and the new reduction factor for all post July 1, 2016 accruals.*

Reduction Factors for Retirements on or after July 1, 2016 and for all Accrued Benefits Earned July 1, 2016 and after by Participants age 60 and over on June 30, 2016:			
Retirement Age	Reduction Factors with 1500 hours and 20-24 years of Credited Service	Reduction Factors with 1500 hours and 10-19 years of Credited Service	Reduction Factors without 1500 hours
64	4.0%	5.0%	10.7303%
63	8.0%	10.0%	20.0878%
62	12.0%	15.0%	28.2775%
61	16.0%	20.0%	35.4699%
60	20.0%	25.0%	41.8076%

For example: John Smith is age 61 as of June 30, 2019 but he decides to wait to retire June 1, 2020 when he turns age 62. He has 1500 hours in the 60 months prior to retirement and 22 years of Credited Service. His Normal Retirement Benefit earned is \$1,206.85. If John decided to wait to retire until age 65, he would receive the full \$1,206.85 per month. At age 62, John will receive an Early Retirement Benefit as follows:

Accrued Benefit 6/30/2016:	\$ 989.25 (1066 x 92.8% (36 x .2=7.2 or 92.8%))
Accrued Benefit 7/1/2016 and after:	\$ 123.95 (140.85 - 16.90 (140.85 x 12%=16.90))
Early Retirement Benefit:	\$1,113.20

Neil Sanders is age 56½ as of June 30, 2016 and does not retire until January 1, 2020 when he reaches age 60 with the 1500 hours in the 60 months prior to retirement. He has 15 years of Credited Service. His Normal Retirement Benefit is \$730 per month. Under the old rules, his benefit would be subject to a 12% reduction, so he would receive \$638.80. Because he was not 60 or older on June 30, 2016 and he has between 10 and 19 years of Credited Service, his benefit is subject to a 25% reduction, so he would receive \$540.00.

6.6 WHAT IF I POSTPONE MY RETIREMENT AND CONTINUE TO WORK AFTER AGE 65?

If you continue to work after 65, the additional contributions you earn will be used to provide a higher retirement benefit. However, there will be no actuarial adjustment for deferred retirements after 65. Further, retirement benefits will commence automatically on April 1, of the calendar year following the date you reach age 70-1/2, if you are no longer working in Covered Employment. Except if you have not reached this mandatory retirement age by December 31, 2019, your benefits will not be started until you reach age 72 if you are no longer working. Except if you have not reached this mandatory retirement age by December 31, 2022, your benefits will not be started until you reach age 73 if you are no longer working.

6.7 WHAT ARE THE ELIGIBILITY REQUIREMENTS FOR A DISABILITY RETIREMENT BENEFIT?

If you become Totally and Permanently Disabled prior to age 60, you will be entitled to a monthly Disability Retirement Benefit, providing you meet the eligibility rules described above and apply on the form prescribed by the Trustees with the proper proof of disability. Application for Disability Pension Benefits must be made within two (2) years of the date of your disability and you must have worked at least 250 hours in Covered Employment within the two-year period before disability. If you become Totally and Permanently Disabled at or after age 60, you will need to apply for an Early Retirement Benefit.

In order to be “Totally and Permanently Disabled” under this Plan, you must be no longer capable of engaging in gainful employment for wages or profit as a result of injury or disease and such disability will continue beyond six months and for an indefinite period into the future. You must provide the Board of Trustees with medical evidence that you meet this definition. The Trustees may consider a Social Security Disability Award that finds you “totally and permanently disabled” under Title II of the Social Security Act as proof of disability but are not required to do so. Notwithstanding anything to the contrary, the Trustees retain the right, from time to time, to require evidence of your continued total and permanent disability including an annual certification and submission of supporting documents including your W-2, 1099 or SSA-1099 along with tax returns, if requested. Failure to provide this documentation by the annual deadline will result in the termination of your monthly benefit payments. If the certification and documents are showing your disabled status are submitted after your benefits are terminated, your benefit will be reinstated, but you will not receive any retroactive payments. All monthly benefits that are not paid due to termination are permanently forfeited.

If you receive a Total and Permanent Disability determination under Title II of the Social Security Act, and you have met all of the requirements of the Plan for a benefit, your monthly payments may be payable retroactive to the date of disability. Otherwise, disability benefits will be subject to a maximum of six (6) months prior to filing an application for a Disability Retirement Benefit.

6.8 HOW MUCH WILL I RECEIVE IF I QUALIFY FOR A DISABILITY RETIREMENT BENEFIT?

If you become Totally and Permanently Disabled and meet the eligibility requirements set forth above, you will be eligible to receive a Total and Permanent Disability Pension Benefit equal to your benefit at Normal Retirement Age reduced by 20% at age 60 and subject to a further reduction of 1.25% per year for each year that you are younger than age 60. However, the application of the reduction factor shall not lower the monthly benefit below \$500. If you have a Normal Retirement Benefit of less than \$500, you will receive your unreduced Normal Retirement Benefit as your Disability Retirement Benefit.

For Example, Ben Davis worked as a bricklayer since 1991. With his service credits, he earned 25 years of Credited Service as of December 1, 2015 when he turned age 52. On December 20, 2015, he had an accident and was paralyzed. Ben met the 250-hour requirement in the two years prior to his disability and obtained a Social Security Disability Award. He filed an application for a Disability Retirement Benefit effective as of January 1, 2016. Ben’s Normal Retirement Benefit is \$1,500 per month, so his Disability Retirement Benefit will be \$1,050 (\$1,500 -30% or \$450).

However, David Smith worked less consistently as a bricklayer from 2000 through 2016. Based upon his work, he earned 11 years of Credited Service as of June 30, 2016. David is also age 52 and no longer able to work in the trade so he filed for a Disability Retirement Benefit in July 2016. David met the eligibility requirements to start receiving a Disability Benefit as of August 1, 2016. David’s benefit at Normal Retirement Age is only \$710 per month, so his Disability Retirement Benefit would be \$497 (\$710 -30% or \$213) as calculated, but the full amount of the reduction will be waived so his benefit does not go below \$500 per month. David would receive a monthly Disability Benefit of \$500.

Additionally, when you turn age 60, your Disability Retirement Benefit will terminate. At that time, you will receive an election form and information relating to your Early Retirement Benefit which will be

calculated under the Early Retirement provisions set forth above. Provided, however, a Disability pensioner will not have to meet the 500 hours in 60 months prior to retirement rule and the 1,500 hour rule will be measured as of the 60 months prior to the onset of the Total and Permanent Disability for purposes of determining the proper early retirement reduction factor.

6.9 HOW IS MY DEFERRED VESTED RETIREMENT BENEFIT CALCULATED?

If your Deferred Vested Retirement Benefit starts when you turn age 65, the monthly amount will be calculated in the same way as the Normal Retirement Benefit. If you are eligible for an Early or Disability Retirement Benefit before reaching age 65, the monthly benefit will be calculated in the same manner as those benefits depending upon your age and Years of Credited Service at the time your Deferred Vested Retirement Benefit begins.

However, if you worked in “Non-Covered Masonry Work” at any time after becoming a Participant in the Plan, you will have the date your Deferred Vested Retirement Benefit starts delayed. Participants who work in Non-Covered Masonry Work will have their Deferred Vested Retirement Pension delayed by 6 months for every calendar quarter that they worked in Non-Covered Masonry Work. “Non-Covered Masonry Work” is defined as work that is performed for a non-signatory employer in the jurisdiction of BAC Local 9 which if performed for a contributing Employer would be considered “Covered Employment” under this Plan. This delayed benefit start date will not apply if you returned to work and had at least 2,400 hours of Contributions made or due on your behalf during the 36 calendar months prior to your Early Retirement Date. This delay will not last longer than the month you turn age 65.

SECTION 7 – DEATH BENEFITS

7.1 WHAT HAPPENS IF I DIE PRIOR TO RETIREMENT?

If you have not retired or had a Break-in-Service at the time of your death, your Beneficiary will be eligible for one of the following Pre-Retirement Death Benefits:

Return of Contributions Monthly Death Benefit: Starting April 25, 2019 and after, to be eligible for a Return of Contribution Monthly Death Benefit, you must be single, or if married, your Surviving Spouse must elect out of the Surviving Spouse Death Benefit explained below. The Return of Contributions Monthly Death Benefit will be an amount equal to the Aggregate Sum of Contributions credited on your behalf at the time of death. The total will then be divided up and paid monthly over a period of 2, 5 or 10 years based upon the Beneficiary's election. However, the minimum monthly payment cannot be less than \$100 and the maximum may be limited based upon actuarial factors. In the event that the benefit cannot be paid in 10 years due to these limitations, the payment schedule can be adjusted after review by the Board of Trustees. Additionally, if you are married but not entitled to a vested benefit at the time of your death, your surviving spouse will receive this Return of Contribution Monthly Death Benefit.

Lump Sum Death Benefit: Due to the funded status of the Plan, no Lump Sum Death Benefits are payable on or after April 25, 2019. Additionally, due to the historical funding issues, this benefit was also restricted and not payable between March 20, 2015 and December 31, 2015 and then from April 29, 2016 through December 31, 2016.

Surviving Spouse Death Benefit: The Surviving Spouse Death Benefit is payable to your surviving spouse if you are vested at the time of death. This Surviving Spouse Death Benefit is paid as an immediate or deferred monthly Life Annuity equal to 50% of the monthly benefit that you would have received if you retired on the day of your death under a 50% Joint and Survivor Annuity. An election form will automatically be mailed to the eligible surviving spouse. The spouse of the deceased participant can decide at that time which of the Pre-Retirement Death Benefits they prefer.

If you were age 60 or older at the time of your death, the monthly Surviving Spouse Death Benefit will be paid immediately. A deferred Surviving Spouse Death Benefit will become payable to your surviving spouse if you were younger than age 60 at the time of your death. The deferred monthly Surviving Spouse Death Benefit will become payable on the date you would have been eligible for an Early Retirement benefit or such later date as the surviving spouse may elect but not beyond the date you would have turned age 65.

7.2 CAN A WIDOW WHO IS ENTITLED TO A DEFERRED SURVIVING SPOUSE DEATH BENEFIT APPLY FOR A RETURN OF CONTRIBUTIONS MONTHLY DEATH BENEFIT?

Yes. A widow who is entitled to a deferred monthly Surviving Spouse Death Benefit may apply to the Trustees for a Return of Contributions Monthly Death Benefit, which would be in lieu of the monthly benefit. The application must be submitted to the Trustees requesting the immediate monthly Return of Contributions Death Benefit and waiving the right to the deferred Qualified Pre-Retirement Surviving Spouse Annuity. Once approved, monthly benefits will begin immediately and end when the total contributions are paid out.

7.3 WHAT IF THE ACTUARIAL VALUE OF THE ANNUITY PAYABLE TO THE SURVIVING SPOUSE IS LESS THAN \$7000?

If the actuarial value of the Surviving Spouse Death Benefit payable to your surviving spouse is less than \$7000, the Trustees shall make a single lump sum payment of the value of such annuity to your surviving spouse. This payment is in lieu of all other Death Benefits under the Plan. In such instances, the consent of your surviving spouse is not necessary.

SECTION 8 – BENEFIT PAYMENT RULES

8.1 HOW ARE RETIREMENT BENEFITS PAID?

Retirement Benefits will be paid in either the form of a Single Life Annuity or in the form of a 50%, 75% or 100% Joint and Survivor Annuity (all these Annuities are actuarially equal in value).

Single Life Annuity: Single Life Annuities will automatically be paid to all unmarried (single) Participants. This type of Annuity will be payable over your lifetime and all monthly payments will cease at your death, except in the event that the total payments paid prior to death were less than the Contributions credited on your behalf. If the total monthly payments do not equal or exceed the Contributions, monthly payments will be continued to your beneficiary until the total payments equal the Contributions.

50% Joint and Survivor Annuity: The 50% Joint and Survivor Annuity provides reduced monthly benefits payable for your life. Upon your death, 50% of your reduced monthly retirement benefit will be continued to your surviving spouse for her remaining life. If your spouse dies before you, your monthly benefit will be adjusted back to your original benefit and your monthly retirement payments will cease upon your death -called a “pop-up”. A 50% Joint and Survivor Annuity will automatically be paid to all married participants who retire unless, prior to retirement, they elect not to receive the 50% Joint and Survivor Annuity.

75% Joint and Survivor Annuity: The 75% Joint and Survivor Annuity provides reduced monthly benefits payable for your life. Upon your death, 75% of your reduced monthly retirement benefit will be continued to your surviving spouse for her remaining life. If your spouse dies before you, your monthly benefit will be adjusted back to your original benefit and your monthly retirement payments will cease upon your death -called a “pop-up”.

100% Joint and Survivor Annuity: The 100% Joint and Survivor Annuity provides reduced monthly benefits payable for your life. Upon your death, 100% of your reduced monthly retirement benefit will be continued to your surviving spouse for her remaining life. If your spouse dies before you, your monthly benefit will be adjusted back to your original benefit and your monthly retirement payments will cease upon your death -called a “pop-up”.

8.2 CAN A MARRIED PARTICIPANT ELECT OTHER THAN A 50% JOINT AND SURVIVOR ANNUITY?

Yes. A married Participant, with the written consent of his spouse, may elect a Single Life Annuity, 75% or 100% Joint and Survivor Annuity. If you and your spouse prefer to have your monthly retirement benefits paid in the form of a Single Life Annuity or one of the Survivor Annuities, you and your spouse must complete a Participants Election Form on which you waive the 50% Joint and Survivor Annuity and elects another optional form of benefit. Additionally, your Spouse must complete the Spousal Waiver Form that agrees to the waiver of the 50% Joint and Survivor Annuity and acknowledges the form of benefit you select. This Form which waives your spouse’s legal rights must be signed and notarized by a Notary Public. These forms must be submitted to the Fund Office at least 90 days prior to the date of Retirement but can be provided up to 180 days prior to your retirement date.

8.3 UNDER THE JOINT AND SURVIVOR ANNUITY OPTIONS, WHAT HAPPENS IF MY SPOUSE DIES BEFORE ME?

If you retired on or after January 1, 1996, your benefit is protected under the “pop-up” provisions. This means that if you elect a 50%, 75% or 100% Survivor Annuity and your spouse dies before you, then your monthly benefit will “pop-up” to the accrued monthly benefit prior to reducing the amount for a joint and survivor annuity benefit.

For example, your normal accrued monthly benefit is \$1,500. You retire in July 2020 and elected a 50% Joint and Survivor Annuity. Based upon the reduction factors for you and your spouse’s age, your monthly benefit is reduced to \$1,340. Upon your death, your spouse will receive 50% of your monthly benefit or \$670 a month throughout her lifetime. If she dies before you, then your reduced monthly benefit of \$1,340 will “pop-up” to \$1,500.

8.4 HOW DO I APPLY FOR RETIREMENT BENEFITS OR GET ADDITIONAL INFORMATION ABOUT THE PLAN?

To receive a monthly benefit from the Plan, you need to file an application for payment of benefits with the Trustees. You can obtain an application or additional information from the Fund Administrative Office of the Bricklayers Pension Fund of Western Pennsylvania. In the event of your death, your spouse or Beneficiary should apply for benefits. Payment cannot be made to you or your Beneficiary until an application is received at the Fund Administrative Office and approved by the Trustees. Your application must also be completed and include all required documentation such as birth and marriage certificates. Any incomplete applications pending with the Plan for more than 180 days will be deemed stale and a new application will need to be filed to restart the process.

Complete the application and return it to the Bricklayers Pension Fund Office at least 90 days before the month in which you want your benefits to begin. If you fail to file your Application three (3) months before you plan to retire, you may incur a delay in your pension payments. Early filing will avoid delay in the processing of your application and payment of benefits but you cannot file more than 180 days prior to your retirement date. If you have met all of the requirements for a monthly pension, your benefit will be approved. Your pension will begin on the first day of the month following the entitlement to benefits, except for the Total and Permanent Disability Retirement Benefit as explained earlier.

The Trustees have the authority to interpret the terms and provisions of the Plan and to decide any and all questions which may arise out of the operation of this Plan, including all questions of eligibility and amount of all benefits. This authority applies in all circumstances including doubtful and unusual circumstances. The Trustees also have the sole authority to determine all facts relevant to the determination regarding eligibility, participation and entitlement for benefits. In making these decisions, the Trustees may, but need not rely upon information supplied by you and your Beneficiary.

If you or your Beneficiary provides false or fraudulent information to the Trustees as part of your application or proof, the Trustees have the right to deny, suspend or discontinue your benefit. If there is any loss to the Fund as a result of the Trustees’ reliance upon such false information, the Trustees shall have the right to recover such losses from the offset of future benefit payments, if possible. In this situation, the monthly benefit may be offset up to 100% per month or actuarially adjusted to reflect the reduced benefit paid over the life expectancy at the time the fraud is discovered, as determined necessary by the Trustees to recoup all losses to the Pension Fund, including interest calculated using the PBGC interest rate for unpaid

contributions that was in effect as of the 1st of the month in which the error was discovered.

In the event a monthly pension benefit is over or underpaid due to benefit calculation or processing error, the Pension Fund will adjust the monthly benefit to the correct amount and provide you with notice. Any overpayments will be recouped by offsetting future monthly payments. In this situation, the monthly benefit may be offset up to 10% per month. Any underpayment will be made up. The applicable interest rate that will apply to underpayments (except overpayments due to work after retirement discussed later) will be calculated using the PBGC interest rate for unpaid contributions that was in effect as of the 1st of the month in which the error was discovered.

In cases involving a Total and Permanent Disability Retirement Benefit, you may be requested to submit to an independent medical review to determine if you are eligible for a benefit. You must submit to this medical review, if requested. The cost of the review will be paid by the Fund.

8.5 WHAT HAPPENS IF MY APPLICATION FOR A BENEFIT IS DENIED?

If your application for benefits is denied, in whole or in part, the Fund Administrator will provide you with a written notice that will include:

- The specific reason(s) for the denial;
- Specific references to the Plan provisions on which the denial is based;
- A description of any additional information necessary, as well as an explanation of why such information is necessary;
- A description of the steps you will need to take if you wish to appeal;
- A notice of any internal guidelines or protocol used in making the decision, if applicable and a notice of your right to receive a copy; and
- A statement of your rights, under ERISA, to bring a civil action.

In order to appeal the denial, you must provide a written notice of appeal to the Board of Trustees within sixty (60) days (one hundred eighty (180) days for denials of a Total and Permanent Disability Benefit). This notice of appeal must state your name, type of benefit applied for and date of the letter you received notifying you of the denial. Additionally, you may:

- Submit additional materials, including comments, statements or documents;
- Request to review all relevant information (free of charge); and
- Request the identity of any medical expert for disability claims.

The Board of Trustees will complete a new, full and fair review of your application based on all information available, including any additional information you provide. The Trustees will review the appeal at the next regularly scheduled meeting of the Board of Trustees after receipt of your written notice of appeal. In the event that your written appeal is received within thirty (30) days of the date of the next regularly scheduled Trustees meeting, your appeal will not be reviewed until the next following meeting. A full hearing on an appeal can be requested by you if requested in writing within fifteen (15) days of the date of your denial letter.

Within fifteen (15) days after the determination on your appeal is made, you will be sent written notice of the decision. The decision will include the specific basis for the decision and specific references to Pension Fund provisions on which the decision was based. In addition, you will receive a statement notifying you:

- That you have the right to request a free copy of all documents, records and relevant information; and
- That you may bring a civil action suit under ERISA; and

If the claim is approved, payment will be made as soon as possible. The decision of the Board of Trustees is final and binding.

You (or any person acting on your behalf) cannot bring a lawsuit against the Plan to recover if you do not request a review in accordance with the Plan’s procedures. After exhausting this internal review procedure, you are able to bring an action under ERISA to review the Trustees decision **no later than ninety (90) days after the final determination is made by the Trustees.** Because the benefits under this Pension Fund will be paid only if the Trustees decide, in their discretion, that you or your Beneficiary is entitled to them, the Trustees decision will be given judicial deference in any later court action.

8.6 WHAT HAPPENS IF I RETIRE AND THEN RETURN TO WORK?

The rules that apply for Suspension of your monthly retirement benefits depend upon whether you are under or older than age 65.

Effective for Participants that return to employment ON OR AFTER May 1, 2015:

(1) For Pensioners Age 65 and Over who return to Work:

If you are age 65 or older and decide to return to work in Covered Employment for 450 or more hours in a calendar year, your monthly benefit will be suspended for the month in which you work the 451st hour. However, your monthly benefit cannot be suspended for any month that you work less than 40 hours. For this purpose, “Covered Employment” is defined as work of the same type for which contributions were made to this Plan in the geographic area covered by this Plan. Additionally, once you reach the April 1st following the date you turn 70 1/2, your monthly pension benefit is no longer subject to suspension under these rules.

(2) For Pensioners Under Age 65:

If you are receiving a benefit prior to age 65 and return to work in “Disqualifying Employment” for any hours, your monthly pension benefits shall be suspended and permanently forfeited for any month that you work.

For this purpose, “Disqualifying Employment” means

- any type of employment with any Employer contributing to this Pension Fund
- any type of employment with an employer in the same or related business as an Employer contributing to this Pension Fund
- any employment or self-employment (including a sole proprietor, partner, independent contractor or consultant) in the construction industry, and
- any employment or self-employment (including a sole proprietor, partner, independent contractor or consultant) based on or using the skills related to or acquired while a Participant in this Pension Fund

Notice and Suspension Procedures

You must provide the Board of Trustees with written notice of any employment that is or may be Covered Employment or Disqualifying Employment. Such notice shall be provided at least fifteen (15) days in advance of starting such employment. You can request a determination from the Board of Trustees as to whether specific contemplated employment is employment that would result in suspension of the payment of your monthly pension benefits. Such request must be made in advance of the Board’s quarterly meeting in order to ensure it is addressed by the Trustees in a timely manner. If you return to work without obtaining a prior determination or giving written notice, it will be presumed that you are working in Covered Employment or Disqualifying Employment upon discovery. A notice of suspension will be issued due to this return to employment. You have the ability to appeal this decision that your benefit is subject to suspension under these Rules.

Additionally, your monthly retirement benefit will be subject to offset for any monthly pension benefits paid during a month that was subject to suspension. Upon the termination of the suspendable employment and re-application, the monthly benefits will resume. However, up to 25% of the monthly pension benefit shall be deducted from each payment until all benefits received in violation of this suspension rule are recovered by the Plan. You have the right to appeal the determination of suspension under the Claims and Appeals Rules of the Plan.

Reinstatement of Pension Benefits After Suspension

You must notify the Board of Trustees of the termination of your Covered or Disqualifying Employment. Upon re-application, the monthly benefit shall be payable as of the first day of the calendar month following the later of (i) the date your employment terminates, or (ii) the date on which you notify the Board of Trustees that your employment terminated.

Following your termination of the suspendable employment, if you were working in Covered Employment that had Contributions paid on your behalf for 200 or more hours during the Plan Year, your monthly benefit will be recomputed.

ADDITIONALLY, NEW RULES WERE ADDED IN 2017 THAT CREATED A PARTIAL MORATORIUM ON THE SUSPENSION RULES DUE TO THE DEMANDS ON THE INDUSTRY. THIS ALLOWED ANY PENSIONER TO RETURN TO WORK BETWEEN JUNE 1, 2017 AND NOVEMBER 30, 2017 AND AGAIN BETWEEN JUNE 1, 2018 AND NOVEMBER 30, 2018 FOR UP TO 450 HOURS WITHOUT HAVING THEIR BENEFITS SUSPENDED.

ADDITIONALLY, IN FEBRUARY 2017, NEW RULES WERE ADDED THAT APPLY TO VERY LIMITED SITUATIONS WHERE A CONTRIBUTING EMPLOYER HAS ENTERED INTO A SEPARATE PARTICIPATION AGREEMENT WITH THE BOARD OF TRUSTEES FOR THE PLAN **PRIOR** TO HIRING ANY PENSIONER. CONTACT BAC LOCAL 9 AND THE FUND ADMINISTRATOR PRIOR TO RETURNING TO WORK TO AVOID VIOLATING THESE RULES AND HAVING YOUR MONTHLY PENSION BENEFIT SUSPENDED.

Effective for pensioners returning to Limited Capacity Employment on or after February 1, 2017:

If you retire and then decide after at least three months, to return to work for a Contributing Employer that has a valid Participation Agreement covering Limited Capacity Employment, your monthly benefit will not be suspended if all of the following criteria are met:

FOR PENSIONERS AGE 65 AND OVER:

- (1) The type of work being performed by the pensioner is limited to ONLY the following three categories called “Limited Capacity Employment”:
 - Project manager
 - Mentoring foreman (only if the pension is not the primary job site foreman)
 - Warehouse Worker
- (2) The work is not covered by the BAC Local 9 Collective Bargaining Agreement; and
- (3) The work does not require the installation of any materials covered under the jurisdiction of the International BAC; and
- (4) The work can be performed inside or outside of the geographic area covered by BAC Local 9; and
- (4) The pensioner does not work more than 999 hours in a calendar year, and
- (5) The monthly benefit will not be adjusted for any hours worked in this Limited Capacity Employment.

Any other work performed in the geographic jurisdiction of the Plan for more than 450 hours in a calendar year will still result in the suspension and forfeiture of the monthly pension benefit.

FOR PENSIONERS UNDER AGE 65:

- (1) The type of work being performed by the pensioner is limited to ONLY the following three categories called “Limited Capacity Employment”:
 - Project manager
 - Mentoring foreman (only if the pension is not the primary job site foreman)
 - Warehouse Worker
- (2) The work is not covered by the BAC Local 9 Collective Bargaining Agreement; and
- (3) The work does not require the installation of any materials covered under the jurisdiction of the International BAC; and
- (4) The work can be performed inside or outside of the geographic area covered by BAC Local 9; and
- (4) The pensioner does not work more than 999 hours in a calendar year, and
- (5) The monthly benefit will not be adjusted for any hours worked in this Limited Capacity Employment.

Any other work performed that meets the Pension Fund’s definition of “Disqualifying Employment” will still result in the suspension and forfeiture of the monthly pension benefit.