

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

This Tenth Amendment to the Bricklayers Pension Plan of Western Pennsylvania, as amended and restated effective January 1, 2015 ("Plan"), is made by the Board of Trustees for the Bricklayers Pension Plan 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 Pension Fund is in critical status as of April 25, 2019. As a result, the Trustees have looked at possible changes to the plan to ensure that the benefits are maintained for eligible participants only; and

**WHEREAS**, the Trustees evaluated the disability retirement benefit program and sought to mandate annual reporting of continuing disability status.

**NOW, THEREFORE**, the Trustees agree and declare that the Plan be, and hereby is, amended in the following respects:

**ARTICLE V, SECTION 7.02(b) shall be amended in its entirety to read as follows:**

**7.02 Definition of Total and Permanent Disability**

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

Total and Permanent Disability means, on the basis of medical evidence satisfactory to the Trustees, that a Participant is found to be no longer capable of engaging in any gainful employment for wages or profit as a result of injury or disease incurred prior to attaining Early Retirement Age. A disability will be considered as permanent if it is reasonably expected that such total disability will continue beyond six months for an indefinite period into the future, or is of such nature that it will continue until the death of the Participant. Satisfactory medical evidence shall be defined as a physician's statement that the Participant is totally and permanently disabled from any gainful employment at the time of application for Total and Permanent Disability Benefits, as well as statement from the Pittsburgh Diagnostic Clinic (or other similar facility selected by the Trustees) that the Participant is totally and permanently disabled from any gainful employment. Alternatively, entitlement to disability benefits under Title II of the Social Security Act may be considered satisfactory proof of total and permanent disability. Notwithstanding anything to the contrary, the Trustees retain the right, from time to time, to require evidence from the Participant of his continued total and permanent disability. Effective each March 1st, the

Trustees shall require annual submission of proof of continuing disability. This proof will include copies of all W-2, I099, and SSA-I099 earning statements received for the prior calendar year. Additional proof may be requested, including annual tax returns, as determined necessary by the Trustees.

Monthly Total and Permanent Disability Benefits shall be withheld in the event any requested documentation is not provided within sixty (60) days of the first request. Failure to provide such documentation within one-hundred eighty (180) days will result in termination of Disability Benefits under Section 7.06. Once the documentation in support of a continuing eligibility is provided, the monthly benefit will be reinstated, however, the withheld payments due to lack of cooperation will be permanently forfeited. Any decision to withhold or terminate benefits under this Section, will be subject to the claims and appeals procedures set forth in Section 10.05.

**ARTICLE V, SECTION 7.06(e) shall be amended in its entirety to read as follows:**

**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;
- (c) 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, or
- (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 annual evidence of his ongoing entitlement to Social Security disability benefits, W-2, 1099, SSA-I099, annual tax return 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 lack of cooperation and the Participant is determined thereafter to be eligible for Disability Benefits, payment of the Disability Benefit shall resume, however, payment for any months for which the Participant's benefit was not made due to lack of cooperation shall be permanently forfeited.

**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 20<sup>th</sup> day of August, 2020.

UNION TRUSTEE

By: Norman L. Ringer, Jr.

EMPLOYER TRUSTEE

By: RAS