
**BRICKLAYERS PENSION FUND
OF WESTERN PENNSYLVANIA**

AS AMENDED AND RESTATED

Effective January 1, 2015

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PREAMBLE

The Trustees hereby adopt this Amended and Restated Bricklayers Pension Fund of Western Pennsylvania Trust Agreement Amended as of December 31, 2014, effective as of January 1, 2015. The provisions of the Plan, as hereafter set forth, shall apply only to a Participant who retires or otherwise terminates Covered Employment on or after January 1, 2015. The rights and benefits, if any, of any former Participant shall be determined in accordance with the provisions of the Plan in effect on the date his employment terminates.

ARTICLE I - DEFINITIONS

1.01 "Accrued Benefit" means the amount of the monthly benefit commencing at Normal Retirement Age that has been earned by the Participant, determined according to the benefit formula in effect at the date of determination as described in Section 5.03.

1.02 "Actuarial Equivalent" means a benefit having the same value as the benefit which it replaces. Except as otherwise specified in the Plan, an Actuarial Equivalent value shall be computed using the UP-1984 Unisex Mortality Table with an interest rate of 7% compounded annually. In the event this Article is amended, the Actuarial Equivalent of a Participant's Accrued Benefit on or after the date of change shall be determined as the greater of (1) the Actuarial Equivalent of the Participant's Accrued Benefit as of the date of change computed on the old basis or (2) the Actuarial Equivalent value of his Accrued Benefit computed on the new basis.

For the purpose of computing lump sum payments under the Plan on or after May 1, 2014 (or when otherwise determining present value of Accrued Benefit for purposes of Code Sections 411(a)(11) or 417(e)(3)), Actuarial Equivalence shall be determined on the basis of the applicable mortality table specified under Code Section 417(e)(3)(B) by the Commissioner of the Internal Revenue Service for the Plan Year of determination and interest equal to the applicable interest rate specified under Code Section 417(e)(3)(C) by the Commissioner of the Internal Revenue Service for the month of November preceding the Plan Year of determination, or using the mortality and interest assumptions specified in the first paragraph of this Section if it produces a higher present value.

1.03 "Age" means the age of a Participant computed as of his or her last birthday.

1.04 "Annuity Starting Date" means the date as of which a Participant's retirement or disability benefits are first payable.

1.05 "Beneficiary" means a person designated by a Participant or pensioner by the terms of the Pension Plan to receive a benefit becoming due by virtue of his or her death as set forth in Section 9.04.

1.06 "Break-in-Service" and **"Permanent Break-in-Service"** shall be as defined in Section 3.07 of the Plan.

1.07 "Code" means the Internal Revenue Code of 1986 as amended from time to time.

1.08 "Collective Bargaining Agreement" means the labor contracts by and between the Union and Employers that may like contributions to be made to this Plan for Covered Employment.

1.09 "Compensation" means, for the purposes of the maximum benefit limitations under Section 4.08, the Participant's wages, salary, fees for service and other amounts paid or made available for personal services actually rendered in the course of employment with the Employer (including, but not limited to, commissions paid to salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses, and other premium pay as specified in Internal

Revenue Service Regulation Section 1.415(c)-2(b) and (c).

Compensation does not include: Employer contributions to a qualified retirement plan, a nonqualified deferred compensation plan or a simplified employee pension plan; income received from the disposition of stock pursuant to the exercise of a qualified stock option; income realized upon the exercise of a nonqualified stock option or upon the lapse of substantial forfeiture provisions or non-transferability provisions on previously restricted property (as defined in Code Section 83); premiums paid by the Employer for group life insurance to the extent not includable in the Participant's gross income; and Employer contributions (whether or not under a salary reduction agreement), towards the purchase of a tax-sheltered annuity contract (as described in Code Section 403(b)); and other distributions which receive special tax treatment as specified in Internal Revenue Service Regulation Section 1.415(c)-2(b) and (c).

Compensation shall include compensation that a Participant would have received if he had not been on Military Leave. If such compensation cannot be determined with a reasonable degree of certainty, then the Compensation credited to the Participant will be based upon the average rate of compensation during the 12 month period (or shorter period of employment if less than 12 months) immediately before such Participant began his Military Leave. This paragraph shall apply with respect to periods of Military Leave for which reemployment is initiated on or after December 12, 1994.

Compensation in excess of \$160,000 (adjusted for the cost of living) is not taken into account for any purpose under the plan. Effective January 1, 2002, the limit increases to \$200,000 (adjusted automatically each year for changes in the cost of living).

For limitation years beginning on and after January 1, 2001, Compensation shall include elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(a)(5) (qualified transportation fringes).

For limitation years beginning on or after January 1, 2009, Compensation shall include payments to an Employee who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code Section 414(u)(1)) to the extent those payments do not exceed the amounts the Employee would have received if the Employee had continued to perform services for the Employer rather than entering qualified military service.

1.10 "Computation Period" means the Plan Year.

1.11 "Contributions" or "Employer Contributions" means the payments required to be made by an Employer to the Trust Fund, in amounts and in a manner set forth in the Collective Bargaining Agreement or such amounts as may be called for in subsequent Agreements. No Contributions shall be made on behalf of persons who are self-employed.

1.12 "Covered Employment" means employment in employ of any Contributing Employer during which the Employee is directly or indirectly paid or entitled to payment by the Employer. Covered Employment includes both "Credited Employment" and "Non-credited Employment".

1.13 "Credited Employment" means Covered Employment for which the Employer is required to make contributions to the Fund. Credited Employment shall be used to determine the amount of the benefit to which a Participant will be entitled upon retirement or death.

1.14 "Effective Date" means January 1, 2015. The original effective date of this Plan is January 1, 1971, the date on which this Plan first became effective.

1.15 "Employee" means:

- (a) All individuals in the collective bargaining unit represented by the Union on whose account an Employer is, or has been, required to make contributions to the Plan pursuant to a collective bargaining agreement, reciprocal agreement, or other written document;
- (b) Any individual employed by the Union who previously satisfied the definition of an employee under subsection (c) of this Section. The Union shall be considered an Employer within the meaning of this Plan and shall, on behalf of such personnel, make payments to the Plan at the times and at the rate of payment set by the participation agreement accepted by the Trustees;
- (c) Any individual who is not in the collective bargaining unit represented by the Union but who is employed by an Employer; provided, however, (1) the participation of such person must be approved by the Trustees, (2) such individual must sign any agreement of participation in the Plan that the Trustees may require, (3) such Employer must make payments to the Plan with respect to such person at the time and at the rate of payment equal to that made by other Employers, and (4) for any Plan Year with respect to which such person is a Highly Compensated Employee within the meaning of Code Section 414(q), such person shall participate and accrue a benefit under the Plan only if the Employer(s) required to contribute to the Plan on behalf of such person provides to the Trustees, in a form and manner satisfactory to the Trustees, a demonstration and certification that the participation and accrual of Retirement Benefits by such person and all other like persons satisfies the participation, coverage and nondiscrimination requirements of Code Sections 401(a)(26), 410(b) and 401(a)(4) (taking into account Treas. Reg. Section 1.410(b)- 6(d)(2)(ii));
- (d) The term "Employee" shall not include any individual who is self-employed, regardless of how designated, or any key employee (as determined in accordance with Code Section 416(i)(1)).

1.16 "Employer" means any person, partnerships, firm company, corporation, or other entity who may employ one or more Employees, and who is bound by a collective bargaining agreement with the Union or other written agreement providing for the establishment of the Plan (and Trust Fund) and for the payment of contributions to such Plan (and Trust Fund). For the sole purpose of making contributions on behalf of its employees, the Union shall be considered an Employer.

1.17 "Employment Commencement Date" means the date on which an Employee first commences an hour of employment for the Employer.

1.18 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any regulations promulgated pursuant to the provisions of said Act.

1.19 "Hour of Service" means an Hour of Service defined under Section 3.05 of the Plan.

1.20 "Jurisdiction of this Fund" means the industry, trade or craft in the geographical area over which the Union as defined herein, has jurisdiction. For the purpose of this paragraph:

- (a) "industry" refers to the construction industry in which the Employee accrued benefits under this Plan as a result of such employment;
- (b) "trade or craft" refers to all work normally performed by a member of the International Union of Bricklayers and Allied Craftworkers and as described and covered in the Collective Bargaining Agreement between the Union and the Employers herein;
- (c) "geographic area" generally refers to those counties that are set forth in the Collective Bargaining Agreements between the Unions and the Employers defined herein.

1.21 "Married Participant" means a Participant who has a legal spouse on his Annuity Starting Date.

1.22 "Military Leave" means, in accordance with Code Section 414(u), any service in the Uniformed Services including the performance of duty on a voluntary or involuntary basis with all types of military training or service. Specifically, this includes service, performed under competent authority, in the nature of active duty, active duty for training, inactive duty for training, initial active duty for training, inactive duty training, full-time national guard duty and a time necessary for a person to be absent from employment for an examination to determine the fitness of the person to perform any of these duties.

1.23 "Non-credited Employment" means Covered Employment for which the Employer is not obligated to make contributions to the Fund.

1.24 "Non-vested Participant" means a Participant who has less than five Years of Credited Service.

1.25 "Participant" means any Employee who becomes a Participant in accordance with the provisions of Article II.

1.26 "Plan" means The Bricklayers Pension Fund of Western Pennsylvania, as amended from time to time.

1.27 "Plan Year" means the twelve (12) consecutive month period beginning with January 1 and ending the following December 31st.

1.28 "Restatement Date" means January 1, 2015.

1.29 "Retiree" means any Employee who has terminated his employment for reasons of retirement and who has applied for and is receiving Retirement Benefits under the Plan. If a Retiree returns to work within the jurisdiction of the Fund, he shall no longer be considered a Retiree. His benefits shall be subject to the Suspension of Benefits regulations set forth in Section 5.12, 6.07 and 7.05.

1.30 "Retirement" means that a Participant has completely withdrawn from all work in the Jurisdiction of the Fund.

1.31 "Retirement Benefits" means those classes of benefits provided by the Plan as set forth in Section 4.01.

1.32 "Spouse" a person who is lawfully married to the Participant on the date of the Participant's death for which a Pre-Retirement Death Benefit first becomes payable or on the Participant's Annuity Starting Date.

1.33 "Trust Agreement" means the Agreement and Declaration of Trust made and entered into as of December 1, 1970 in the City of Pittsburgh and State of Pennsylvania by and between the Unions, the Employers and the Trustees, or as such may be amended from time to time.

1.34 "Trust Fund" means the Bricklayers Pension Fund of Western Pennsylvania, and the entire assets thereof including all funds received in the form of Employer contributions, any contributions received from other pension trust funds, all investments made and held by the Trustees, all income, increments, earnings and profits therefrom, and all other property or funds received and held by the Trustees by reason of their acceptance of the Trust Agreement.

1.35 "Trustees" means the Trustees provided for in the Agreement and Declaration of Trust. The Trustees shall serve as the named Fiduciaries required by ERISA and shall be responsible for the management of the Plan and its administration. It also means the Board of Trustees for the Bricklayers Pension Fund of Western Pennsylvania.

1.36 "Uniformed Services" means, in accordance with Code Section 414(u)(5), the U. S. armed services (including the coast guard), the army national guard and the air national guard (when engaged in active duty for training, inactive duty training, or full-time national guard duty), and any other category designated by the President in time of war or emergency.

1.37 "Union" means the Bricklayers and Allied Craftworkers Local Union Number 9 (or its predecessors, substitutes or successors) or such other affiliated Unions that have in effect Collective Bargaining Agreements with the Employers which requires such Employers to make contributions to the Plan.

1.38 "Vested Participant" means a Participant who has at least five (5) Years of Service.

1.39 "Years of Credited Service" means Years of Credited Service as defined in Section 3.01.

ARTICLE II - PARTICIPATION

2.01 Initial Participation

An Employee shall become a Participant upon the completion of two hundred (200) Hours of Credited Employment during the Plan Year.

2.02 Continuation

A Participant will continue as such until:

- (a) The date on which such Participant incurs a Permanent Break-in-Service (as defined in Section 3.07); or
- (b) The date on which such Participant retires or dies.

2.03 Reinstatement

If an Employee is a Non-vested Participant and incurs a Permanent Break-in-Service, and subsequently returns to Covered Employment, such Participant shall become a Participant only if he or she meets the requirements in Section 2.01.

ARTICLE III - SERVICE

3.01 Basis of Eligibility

A Participant's "Years of Credited Service," equal to the sum of his Years of Credited Past Service and his Years of Credited Future Service in effect at the time of termination of employment, shall be used to determine his eligibility for a Normal, Early, Disability or Deferred Pension.

3.02 Years of Credited Future Service

A Participant will receive a year of Credited Future Service in any Plan Year beginning after December 31, 1970 in which he works at least 800 hours in Covered Employment. If a Participant works less than 800 hours in Covered Employment in a Plan Year, he will be credited with one quarter year for each 200 hours of work in Covered Employment.

Hours of work in Covered Employment for the purpose of determining Years of Credited Service shall include:

- (a) Hours of work in Credited Employment,
- (b) Hours of work in Non-credited Employment when the employee moves from Non-credited Employment to Credited Employment for the same employer.
- (c) Hours of work in Non-credited Employment when the employee moves from Credited Employment to Non-credited Employment for the same Employer.

3.03 Years of Credited Past Service

All Employees who were Participants on January 1, 1971 shall be credited with one year of Credited Service for each year of continuous employment or availability of employment in Covered Employment prior to January 1, 1971, subject to a maximum of ten years of Credited Past Service. Continuous membership in the Union during the period prior to January 1, 1971, shall be deemed to be evidence of availability for Covered Employment by one or more contributing Employers during such period.

3.04 Basis for Determining the Amount of a Participant's Retirement Benefit

A Participant's Past Service Benefits shall be based on his or her "Hours" and "Years of Credited Employment" All Employees who were Participants on January 1, 1971 shall be credited with one year of Credited Employment for each year of continuous employment or availability for employment with a participating Employer prior to January 1, 1971, subject to a maximum of ten years of Credited Employment. Continuous membership in the Union during the period prior to January 1, 1971 shall be deemed evidence of employment or availability for employment with a participating Employer. A Participant will receive one Hour of Credited Employment in any Plan Year beginning after December 31, 1970 for each hour worked in Covered Employment in which his employer is required to make contributions to the Fund. 800 hours of Credited Employment in a Plan Year beginning after December 31, 1970 shall constitute a Year of Credited Employment.

A Participant's Future Service Benefit will be based on the contributions earned in Credited Employment on or after January 1, 1971. Such contributions shall be used in computing a Participant's Future Service Benefit at the time of retirement.

3.05 Hour of Service

The term "Hour of Service" for the purposes of determining an Employee's participation, eligibility or Break-in-Service shall be based on the following:

- (a) An Employee shall be credited with an Hour of Service for each hour for which the Employee is directly or indirectly paid, or entitled to payment, by the Employer or an affiliated employer for the performance of duties, and for each hour for which the employee is directly or indirectly paid, or entitled to such payment, by the Employer or an affiliated employer for reasons other than for the performance of duties. These hours shall include overtime hours, but credit is required only to be given for the hours actually worked irrespective of any increase in the rate of pay for such hours.
- (b) An Employee shall be credited with an Hour of Service for which back pay has been awarded or agreed to by the Employer or an affiliated employer. These Hours shall be credited to the Employee for the period or periods to which the award, agreement or payment pertains. The Hours to be credited will be determined without regard to the mitigation of damages for reasons such as the employee's bad faith or receipt of compensation from other sources during the period wrongfully not employed.
- (c) The number of an employee's Hours of Service and the Plan Year or other Computation Period to which they are to be credited shall be determined in accordance with Sections 2530.200b-2(b) and (c) of the Rules and Regulations for Minimum Standards for Employee Pension Benefit Plans, which sections are herein incorporated by reference.
- (d) All hours of work performed by a Participant of this Plan, which are transferred to this Plan and credited in accordance with the terms of a Reciprocal Agreement between this Plan and such other Plans as may be a party to such Reciprocal Agreements shall constitute Hours of Service. Conversely, all hours of work transferred from this Plan to any other Plan in accordance with the terms of a Reciprocal Agreement between this Plan and such other Plans shall be deducted from the records of this Plan and will no longer be applicable in determination of employee's participation, vesting and eligibility status.
- (e) Hours of Service shall include hours that a Participant would have worked had such Participant not been on Military Leave. If such hours cannot be determined with a reasonable degree of certainty, then the Hours of Service credited to the Participant will be based upon the average number of hours worked in the 12 month period (or his shorter period of employment, if less than 12 months) immediately before such Participant began his Military Leave. No Employer shall be liable for making Contributions for the Hours of Service credited to the Participant under this subsection. For the purpose of computing the Retirement Benefits described in Section 5.03 Contributions shall be deemed to have been made based upon the Hours of Service so credited and the Employer Contribution Rate(s) applicable during the period of Military Leave. The actuarial cost attributable to these deemed Contributions shall be borne by the Trust Fund. This subsection shall apply with respect to a period of Military Leave for which reemployment is initiated on or after December 13, 1994, provided that the Participant complies with all the requirements of Federal Law in order to be entitled to reemployment and provided further that the Participant returns to employment with an Employer within the period provided by such law.

Notwithstanding any provision of this Plan to the contrary, contributions, Retirement Benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

Effective January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), Hours of Service shall be calculated as if the Participant had resumed and

then terminated employment on account of death pursuant to Code Section 401(a)(37).

3.06 Transferred Service Credit Under the Terms of a Reciprocal Agreement

- (a) In those instances where a Participant of this Plan is temporarily employed in the jurisdiction area of another Plan, and where the Trustees of such Plan have entered into a Reciprocal Agreement with the Trustees which provides for either the transfers of such hourly credits or contributions, or both, the hours and contributions so transferred shall be credited to the Participant in the Plan Year in which they were earned, and such hours so transferred shall be used in determining a Participant's eligibility and such contributions transferred shall be used in determining the amount of monthly retirement benefit to which he may be entitled at the time of retirement.
- (b) In those instances where a Participant of this Plan has been employed in the jurisdiction area of the Building Trades Pension Plan of the Western Pennsylvania and has earned hours of work in credited employment under only such plan for the time worked, the hours so earned shall be credited to the Participant for the Plan Year(s) in which they were earned and shall be counted in computing Years of Credited Service under this Plan solely for purposes of determining whether (i) a Participant has attained Early Retirement Age as defined in Section 5.08, and (ii) a Participant has attained the minimum 10 years of Credited Service provided under Section 5.09(b). In no event, however, shall the crediting of service under this Section 3.06(b) cause a Participant to be eligible for the early retirement reduction factor set forth in Section 5.09(a). Additionally, hours earned as described in this Section 3.06(b) shall be treated as Covered Employment for the purpose of applying the reemployment restrictions, suspension of benefit provisions, and adjustment of retirement benefit provisions of the Plan. This Section 3.06(b) shall apply to Participants with a retirement date of January 1, 2014 or later.

3.07 Break-in-Service

Commencing September 1, 1976, an eligible Participant who has not met the vesting requirements of Article VIII, shall incur a "One Year Break-in-Service" in any Plan Year in which he fails to acquire a minimum of 200 Hours of Service. An Employee not entitled to a vested benefit will incur a Permanent Break-in-Service (as defined in Section 3.07), when the number of consecutive One Year Breaks-in-Service equals or exceeds five. At any time a Participant incurs a Permanent Break-in-Service (as defined in Section 3.07), the Participant's total Years of Credited Service and Accrued Benefits which were earned prior to the Permanent Break-in-Service (as defined in Section 3.07) shall be cancelled.

The foregoing Break-in-Service Rules shall be waived when:

- (a) Due to an accidental bodily injury or illness, the Employee becomes totally and permanently disabled (while working in Covered Employment) for at least six months of the Plan Year (providing satisfactory evidence of such disability is furnished to the Trustees);
- (b) The Employee is engaged in full time active military service in the Armed Services of the United States;
- (c) An Employee has attained Normal Retirement Age; or
- (d) The Employee is on a "Maternity or Paternity Leave of Absence" as defined in Section I 02(e) of the Retirement Equity Act of 1984. An employee shall be credited with up to 200 Hours in a Plan Year solely to avoid incurring a One Year Break-in-Service. A Maternity or Paternity Leave of Absence for any Plan Year beginning after December 31, 1984, means an absence from work for maternity

or paternity reasons (1) by reason of pregnancy of the individual, (2) by reason of a birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited (1) in the Computation Period in which the absence begins if the crediting is necessary to prevent a Break-in-Service in that period, or (2) in all other cases, in the following Computation Period. An individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in the case in which such hours cannot be determined, eight hours of service per day of such absence. The total Hours of Service required to be credited for a Maternity or Paternity Leave of Absence shall not exceed 200.

An Employee has acquired a minimum of 200 Hours of Service including Service earned with a contributing Employer in the jurisdiction covered by the local Collective Bargaining Agreement or in another jurisdiction covered by a Bricklayers' & Allied Craftworkers' Local 9, PA Collective Bargaining agreement. Such credit is solely to avoid incurring a permanent One Year Break-in-Service. Such credits shall not be used to determine vesting or the amount of benefit to which a Participant will be entitled upon retirement or death.

If an Employee who is entitled to a vested benefit, but who has suffered a One Year Break-in-Service, returns to Covered Employment with an Employer, the Employee shall participate in the Plan immediately upon returning to Credited Employment.

In the case of the Employee with no vested benefit who sustains a One Year Break-in-Service, the employee shall participate immediately upon returning to Covered Employment with an Employer if he did not suffer a Permanent Break-in-Service (as defined in Section 3.07).

3.08 Forfeited Service

The term "Forfeited Service" shall mean the number of Years of Credited Service as otherwise credited to an employee that becomes forfeited. All Credited Service of a nonvested Employee shall be forfeited at the time such employee suffers a Permanent Break-in-Service (as defined in Section 3.07). Once an Employee forfeits service under this Plan and subsequently returns to employment with the Employer, he shall be treated as if he were a new Employee first beginning to work with an Employer. If a Participant is a Vested Participant, he cannot forfeit service under this Pension Plan.

3.09 Vesting

A Participant who is entitled to a vested benefit at the time of termination of employment shall retain a vested interest in his Accrued Benefits under the Plan, and the cancellation of Service and Retirement Benefits described in Section 3.07 shall not apply.

A person qualifying for vesting shall be eligible to apply for a pension commencing on his Normal Retirement Date or Early Retirement Date in accordance with the Pension Plan as it was constituted as of the date of his termination of employment.

Bricklayers Pension Fund of Western Pennsylvania

If a Participant qualifying for vesting shall die before retirement under the Plan, his Beneficiary shall be entitled to the Pre-Retirement Death Benefit provided for in Article IX, with the amount thereof being determined in accordance with the Pension Plan as it was constituted at the time of his termination of employment.

ARTICLE IV - BENEFITS

4.01 Classes of Benefits

The following seven types of Retirement Benefits are available under this Plan:

1. Normal Retirement Benefits
2. Reduced Normal Retirement Benefits
3. Early Retirement Benefits
4. Total and Permanent Disability Retirement Benefits
5. Deferred Vested Benefits
6. Spouse Survivor Benefits
7. Pre-Retirement Death Benefit

4.02 Limitation on Rights to Retirement Benefits

No Participant, former Participant, retired Participant, Beneficiary or any person claiming by or through any such person, shall have any right, title or interest to any benefits under the Trust Agreement, except as such right, title or interest shall have been specifically granted pursuant to the terms of this Plan.

All rights and benefits including elections, provided to a Participant in this Plan shall be subject to the rights afforded to an "Alternate Payee" under a "Qualified Domestic Relations Order" as those terms are defined in Code Section 414(p).

4.03 Benefit Limited by Plan

All benefits under the Plan shall be paid by the Trustees or an agent under the Trustees acting on their authority. Notwithstanding any other provisions of this Plan, no benefits will be paid except those which can be provided under the Plan unless otherwise required by law.

4.04 Preservation of Benefits

If a Participant was eligible to receive a benefit under the prior provisions of the Plan as of the Effective Date and a benefit becomes payable under this Plan resulting from termination of employment on or after the Effective Date, such benefit shall not be less than the benefit that would have been payable under the provisions of the Plan prior to its restatement.

4.05 Nonalienation of Retirement Benefits and Qualified Domestic Relations Order

No Retirement Benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefit, whether presently or thereafter payable shall be void.

This provision shall not apply to a Qualified Domestic Relations Order defined in Code Section 414(p) and ERISA Section 206(d)(3) (and those other domestic relations orders permitted to be so treated by the Trustees under the provisions of the Retirement Equity Act of 1984). In this regard:

- (a) Notwithstanding any contrary provisions, all or a part of a Participant's Retirement Benefits may be assigned and paid to an alternate payee to the extent required and in the manner specified under Code Section 414(p) and ERISA Section 206(d)(3) with respect to a Qualified Domestic Relations Order.
- (b) All present value calculations for purposes of a Qualified Domestic Relations Order shall be made using the appropriate factors, including the applicable interest rate, of the Plan, and no payment shall be made under a Qualified Domestic Relations Order prior to the Participant's attainment of the "earliest retirement age" as defined in Code Section 414(p) and ERISA Section 206(d)(3).
- (c) The Trustees shall establish such procedures pursuant to Code Section 414(p) and ERISA Section 206(d)(3) as it deems necessary or desirable to determine the qualified status of domestic relations orders and to administer payments under Qualified Domestic Relations Orders, including procedures relating to: (1) the Participant's eligibility to receive Retirement Benefits under the Plan during the period the Trustees are determining whether a domestic relations order is a qualified domestic relations order with respect to the Participant and/or during the period after the Trustees have been notified that a Qualified Domestic Relations Order is being sought with respect to the Participant; and (2) the administration and payment of Retirement Benefits payable to alternate payees pursuant to Qualified Domestic Relations Orders.
- (d) To the extent provided under a Qualified Domestic Relations Order, a former spouse of a Participant shall be treated as the Spouse or surviving Spouse for all purposes of the Plan.
- (e) Effective August 5, 1997, and to the extent permitted by law, the Trustees may, in their sole discretion, reduce a Participant's Retirement Benefits to satisfy any liability resulting from a breach of fiduciary duty or criminal act against the Plan.

4.06 Information Required

The Trustees shall have the right to require, as a condition precedent to the payment of any benefit under the Plan, all information which they reasonably deem necessary, including, but not limited to, records of employment, proof of dates of birth and death, and evidence of existence. No benefit shall be payable unless and until such information so required shall be furnished. Such evidence shall be furnished by the Union, Employers, Participants, retired Participants and beneficiaries, as applicable.

4.07 Incapacity

In the event that the Trustees determine that a retired Participant or any other payee is mentally or physically unable to give a valid receipt for any benefit due to him under the Plan, such payment may, unless claim shall have been made therefore by a legally appointed guardian, committee or other legal representative, be paid to any person or institution then in the judgment of the Trustee providing for the care and maintenance of such retired Participant, or payee. Any such payment shall be payment for the account of the retired Participant or payee, and shall be a complete discharge of any liability of the Plan or the Trustee.

4.08 Maximum Benefits

- (a) Maximum Annual Benefit: Subject to exceptions below, for years prior to 2002, the "annual benefit" payable under this Plan shall not exceed the lesser of: (1) \$130,000 or (2) 100% of the Participant's compensation for the period of three consecutive years during which the employee had the greatest aggregate compensation from the Employer. For purposes of this Plan, the Limitation Year shall

- be the same year as the Plan Year. Subject to exceptions below, for years after 2001, the "annual benefit" payable under this Plan shall not exceed \$160,000.
- (b) For purposes of this Plan, "annual benefit" means the benefit that would be payable in the form of a straight life annuity with no ancillary benefit or a Qualified Joint and Survivor Annuity. If a benefit is payable in any other form, the "annual benefit" limitation shall be applied by adjusting it to the Actuarial Equivalent of a straight life annuity. For this purpose, Actuarial Equivalent value shall be determined on the basis of the applicable mortality table prescribed by the Commissioner of Internal Revenue for this purpose and interest at a rate equal to the greater of five percent or the rate specified in Section 1.02, except that with respect to the payment of Retirement Benefits in a form other than a non-decreasing annuity payable for the life of a Participant or Spouse, at a rate equal to the greater of five percent or the interest rate applicable to 30-year Treasury securities as specified by the Commissioner of Internal Revenue for this purpose for the November preceding the applicable Plan Year.
- (c) For years prior to 2002, if the Participant's Annuity Starting Date is prior to his attainment of his Social Security retirement age but on or after his attainment of age 62, the \$130,000 limitation (but not the 100% of Compensation limitation) shall be reduced by five-ninths of one percent for each of the first 36 months and five-twelfths of one percent for each additional month by which his Annuity Starting Date precedes the month in which the Participant will attain his Social Security retirement age. If the Participant's Annuity Starting Date is prior to age 62, said \$130,000 limitation shall be reduced so that said limitation as so reduced is the equivalent of said \$130,000 limitation specified in the foregoing sentence for Retirement Benefits commencing at age 62.
- (d) For years after 2001, if the Participant's Annuity Starting Date is prior to his attainment of age 62, the \$160,000 limitation shall be reduced to the actuarial equivalent of the limitation applicable to the participant at age 62.
- (e) In determining equivalent value, the interest rate assumption shall be the greater of five percent or the rate specified in Section 1.02 and, unless a forfeiture does not occur at death (in which case the mortality decrement shall be ignored), mortality shall be determined by the applicable mortality table prescribed by the Commissioner of Internal Revenue under Code Section 415(b)(2)(E)(v) for this purpose.
- (f) If the Participant's Annuity Starting Date is after his attainment of his Social Security retirement age (age 65, effective January 1, 2002), the limitation described in Section 4.08(a) shall be increased so that said limitation as so increased is the equivalent of said limitation for an annual benefit commencing at Social Security retirement age (age 65, effective January 1, 2002). In determining equivalent value, the interest rate assumption shall be the lesser of five percent or the rate specified in Section 1.02 and, unless a forfeiture does not occur at death (in which case the mortality decrement shall be ignored), mortality shall be determined by the applicable mortality table prescribed by the Commissioner of Internal Revenue under Code Section 415(b)(2)(E)(v) for this purpose.
- (g) For purposes of adjusting any "annual benefit" under subparagraph (b), (c), and/or (d), no adjustments shall be taken into account before the year for which such adjustment first takes effect.
- (h) Secondary Maximum Annual Benefit: If a Participant has fewer than ten years of service with the Employer, the 100% of Compensation limitation (for any limitation years in which it applies) and the exception benefit (under 4.08(g) below) shall each be multiplied by the ratio of his years of service (or part thereof) with the Employer to ten, but not by less than one-tenth. If a Participant has fewer than ten years of service for benefit accrual purposes under the Plan, the limitation described

in Section 4.08(a) shall be multiplied by the ratio of his years of service (or part thereof) to ten, but not by less than one-tenth.

- (i) Exception Benefit: The Plan may pay an "annual benefit" to any retired Participant which shall exceed 100% of such Participant's Average Compensation (4.08(a) above) provided the "annual benefit," shall not be in excess of \$10,000; and provided the Participant shall not be or have been, at any time, an active Participant in any defined contribution plan maintained by the Employer.
- (j) To the extent and in the manner provided by Code Section 415, the \$130,000 limitation (\$160,000 effective January 1, 2002) will be automatically adjusted by the Commissioner of Internal Revenue Service for cost of living. The adjusted dollar limitation is effective as of January 1st of each calendar year and applies with respect to the Limitation Year ending with or within that calendar year.
- (k) If the Participant has at any time participated in a defined benefit plan and defined contribution plan of the Employer, the sum of his defined contribution fraction (under Code Section 415(e)(3)) and his defined benefit fraction (under Code Section 415(e)(2)) shall not exceed 1.0. If at the close of the Limitation Year, said limitation would be exceeded, the Participant's annual additions under the defined contribution plan(s) shall be reduced to the maximum extent possible before reducing his projected annual Retirement Benefits under the defined benefit plan(s). This subparagraph (i) shall not apply to any Limitation Year beginning after December 31, 1999.
- (l) For purposes of this Section 4.08, all defined benefit plans of the Employer, whether or not terminated, are to be treated as one defined benefit plan and all defined contribution plans of the Employer, whether or not terminated, are to be treated as one defined contribution plan of the Employer, but only to the extent required by applicable laws and regulations.
- (m) The application of this Article shall take into account all applicable transition rules and rules protecting prior Accrued Benefits.
For purposes of this Article, the term "Social Security retirement age" means: year of
 - birth age
 - prior to 1938 65
 - 1938 through 1954 66
 - after 1954 67
- (n) In the case of a group of Related Employers (within the meaning of Code Section 414(b), 414(c) or 414(m) as modified by Code Section 415(h)), all such employers shall be considered a single employer for purposes of applying the limitation of Section 415 of the Code.
- (o) For limitation years beginning in 2004 and 2005, and notwithstanding any contrary provisions, the interest rate used under paragraphs (b), (c) and (d) of this Section 4.08 to determine equivalent values shall be the greater of five and one-half percent (5.5%) or the rate specified in Section 1.02 of the Plan.

4.09 Duplicate Benefits

Notwithstanding the provisions that a Participant may not be eligible for more than one class of benefit at the same time, a Participant may receive a benefit as the Spouse of a deceased Participant.

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

The Retirement Benefit to which a Participant may be entitled shall be determined by the Plan provision in effect at the time the Participant separates from employment with Employers in this Fund.

4.11 Adjustment in Retirement Benefits for Retirees

Retired Participants or beneficiaries receiving either a Normal, Early, Disability or Survivor's Retirement Benefit, may from time to time, receive an increase in the amount of their monthly benefit. Such amount of increase shall be determined by the Trustees upon consultation with the Plan's actuary as to the economic feasibility of such increase. Any increases shall be determined in a uniform and nondiscriminatory manner.

4.12 415 Limitations

- (a) Limit of Accrued Benefits. Notwithstanding Section 4.08 of the Plan ("Maximum Benefits"), the Plan is subject to the limitations on benefits imposed by Code Section 415 which are incorporated herein by this reference. The following provisions are intended to meet the requirements of Code Section 415 and its final treasury regulations. If there is a conflict between the provisions of this Article and Code Section 415, then Code Section 415 will supersede these provisions. If no language is set forth in this Article IV of this Plan, then the default rule under the final treasury regulations for Code Section 415 applies. This Section 4.12 shall apply in addition to the other limitation provisions in this Plan to the extent those provisions do not conflict with this Section 4.12. In the event that other provisions conflict with this Section 4.12, the provisions of this Article should supersede those provisions.
- (b) Limits on Retirement Benefits Distributed or Paid. For Limitation Years beginning on or after July 1, 2007, the annual benefit payable to a Participant under the Plan at any time shall not exceed the maximum permissible benefit determined pursuant to Code Section 415. If the annual benefit the Participant would otherwise accrue in a Limitation Year would produce an annual benefit in excess of such limitation under Code Section 415, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the maximum permissible benefit.
- (c) Adjustment for Defined Benefit Dollar Limitation for Benefit Commencement before Age 62.
- (1) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the Actuarial Equivalent of the defined benefit dollar limitation applicable to the Participant at age 62. The defined benefit dollar limitation (adjusted for years of participation if required) applicable at an age prior to age 62 is determined as the lesser of:
- (A) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using the applicable interest rate and applicable mortality table described in Section 1.02 of the Plan; or
- (B) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using a 5% applicable interest rate and the applicable mortality table as specified in Section 1.02 of the Plan.
- Any decrease in the defined benefit dollar limitation determined in accordance with

the paragraph shall not reflect a mortality decrement if Retirement Benefits are not forfeited upon the death of the Participant. If any Retirement Benefits are forfeited upon death, the full mortality decrement is taken into account.

- (d) **Defined Benefit Dollar Limitations after Age 65.**
- (1) If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age 65. The Actuarial Equivalent of the defined benefit dollar limitation (adjusted for years of participation if required) applicable at an age after 65 is determined as the lesser of:
- (A) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using the applicable interest rate and applicable mortality table described in Section 1.02 of the Plan; or
- (B) Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using a 5% applicable interest rate assumption and the applicable mortality table described in Section 1.02 of the Plan.
- (e) **Benefit Forms not Subject to Section 417(e)(3) of the Code.** The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this subsection if the form of the Participant's benefit is a non-decreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse).
- (1) **Limitation Years beginning before July 1, 2007.** For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same effective date of the benefit that has the same actuarial present value as the Participant's form of benefit computed using whichever the following produces the greater annual amount:
- (A) the applicable interest rate specified in Section 1.02 of the Plan and the applicable mortality table described in Section 1.02 of the Plan for adjusting Retirement Benefits in the same form; and
- (B) a 5% applicable interest rate assumption and the applicable mortality table described in Section 1.02 of the Plan for that effective date of the Retirement Benefit.
- (2) **Limitation Years beginning on or after July 1, 2007.** For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of:
- (A) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same effective date of the benefit as the Participant's form of benefit; and
- (B) the annual amount of the straight life annuity commencing at the same effective date of Pension that has the same actuarial present value as the Participant's form of benefit, computed using a 5% Applicable interest rate assumption and the applicable mortality table described in Section 1.02 of the Plan for that effective date of the benefit.

- (f) Interest Rates for Annuity Starting in Plan Years Beginning on or after January 1, 2008 for Benefit Forms Subject to Code Section 4.17(e). Effective for Annuity Starting Dates in years beginning on and after January 1, 2008, for purposes of adjusting any benefit under Code Section 415(b)(2)(B) for any form of benefit subject to Code Section 417(e)(3), the interest rate assumption shall be the adjusted first, second and third segment rate applied under rules similar to the rules of Code Section 430(h)(2)(C) for the month before the date of the distribution. Code Section 417(e)(3)(D) provides a transition rule that phases in the use of the segment rate over five years. For Plan Years 2008, 2009, 2010, 2011 and 2012, the applicable interest rate is a blend of the segment interest rate and the 30-year Treasury Rate based on the applicable percentage, as follows:

Year	Segment Rate	30-Year Treasury Rate
2008	20%	80%
2009	40%	60%
2010	60%	40%
2011	80%	20%
2012	100%	0%

- (g) Interest Rates for Annuity Starting in Years Beginning on and After January 1, 2006 for Benefit Forms Subject to Section 417(e) of the Code. Effective for Annuity Starting Dates in years beginning on and after January 1, 2006, but on or before December 31, 2007, for purposes of adjusting any benefit under Code Section 415(b)(2)(B) for any form of benefit subject to Section 417(e)(3) of the Code, the interest rate assumption shall be not less than the greater of:
- (1) the interest rate specified in the Plan;
 - (2) 5.5 percent; and
 - (3) the interest rate that produces a benefit of not more than 105% of the benefit that would be provided using the "applicable interest rate" (as defined in Code Section 417(e)(3)).
- (h) Interest Rates for Annuity Starting Dates in Plan years Between January 1, 2004 and December 31, 2005 for Benefit Forms Subject to Section 417(e) of the Code. Effective for Annuity Starting Dates starting on or between January 1, 2004 and (and including) December 31, 2005, for purposes of adjusting any benefit under Section 415(b)(2)(B) of the Code for any form of benefit subject to Section 417(e)(3) of the Code, the interest rate assumption shall be not less than the greater of:
- (1) the interest rate specified in the Plan; and
 - (2) 5.5 percent.
- (i) Interest Rates for Annuity Starting Dates in Plan years Between January 1, 2000 and December 31, 2003 for Benefit Forms Subject to Section 417(e) of the Code. Effective for Annuity Starting Dates starting on or between January 1, 2000 and (and including) December 31, 2003, for purposes of adjusting any benefit under Section 415(b)(2)(B) of the Code for any form of benefit subject to Section 417(e)(3) of the Code, the interest rate assumption shall be not less than the greater of:
- (1) the interest rate specified in the Plan; and
 - (2) the "applicable interest rate" (as defined in Section 417 (e)(3) of the Code).
- (j) Compensation and Timing. Effective for Limitation Years beginning after December 31, 2001, the limit on compensation under Code Section 415(b)(1)(B) does not apply to a

multiemployer defined benefit plan.

Effective for Limitation Years beginning on or after July 1, 2007, compensation shall include regular compensation for services during the Employee's regular working hours or compensation for services outside the Employee's regular working hours (including, but not limited to overtime or shift differential), commission bonuses or other similar payments that is paid after the Employee's severance from Covered Employment if such payment would have been paid to the Employee prior to a severance from Covered Employment if the Employee had continued in employment with the Employer.

Effective for Limitation Years beginning on or after July 1, 2007, Compensation paid within the later of 2-1/2 months after severance from Covered Employment or the end of the Limitation Year that includes the date of severance from Covered Employment shall be included in Compensation if the payments include regular compensation for services during the Employee's regular working hours or compensation for services outside the Employee's regular working hours (including, but not limited to overtime or shift differential), commissions, bonuses or other similar payment that is paid after the Employee's severance from Covered Employment if such payment would have been paid to the Employee prior to a severance from Covered Employment if the Employee had continued in employment with the Employer. Compensation shall exclude all other payments if paid after severance from Covered Employment, even if paid within the time period referenced in the preceding sentence.

- (k) Interaction with Code Section 401(a)(17). The 415 compensation for a Participant for any Limitation Year or Plan Year shall in no event exceed the dollar limit specified in Code Section 401(a)(17), as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B).
- (l) Aggregation of Plans. The limitations of this Article IV of the Plan shall be determined and applied taking into account the aggregation rules in Section 1.415(t)-1 of the treasury regulations.
- (1) The Retirement Benefits under this Plan are not aggregated with any other multiemployer plans as defined in Code Section 414(f).
 - (2) Effective for Limitation Years on and after July 1, 2007, Retirement Benefits earned under the Plan by a Participant attributable to the Participant from all Employers participating in the Plan must be taken into account in applying the limitations of Code Section 415.
 - (3) For the purpose of this Article of the Plan, in aggregating the Retirement Benefits under this Plan with any plan that is not a multiemployer plan maintained by any Employer, only the Retirement Benefits under this Plan that are provided by such Employer shall be treated as Retirement Benefits provided under a plan maintained by the Employer, to the maximum extent permitted by law.
 - (4) In the event that the Retirement Benefits accrued in any Limitation Year by a Participant exceed the limits under Code Section 415 as a result of the mandatory aggregation of this Plan with the Retirement Benefits under another plan(s) maintained by an Employer, the Retirement Benefits under this Plan shall be reduced to the extent necessary to comply with Code Section 415 in applying the dollar limitations of Code Section 415(b)(1)(A).
- (m) Grandfather Provision. The application of the provisions of this Article of the Plan shall not cause the maximum permissible benefit under Code Section 415 for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of his Employer (or a predecessor

employer) as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007.

4.13 HEART Act – Death Benefits Under USERRA

Effective January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death pursuant to Code Section 401(a)(37).

ARTICLE V - NORMAL AND EARLY RETIREMENT BENEFITS

5.01 Eligibility for Normal Retirement Benefits

A Participant who has permanently retired from employment with all Employers in the jurisdiction of this Fund shall be eligible for a Normal Retirement Benefit anytime after satisfying the requirements set forth in Section 5.02 provided he has applied for a Normal Retirement Benefit on a form prescribed by the Trustees, and the Trustees have approved the application.

5.02 Normal Retirement Age

The term "Normal Retirement Age" shall mean the later of age 65 and the fifth anniversary of the Participant's Entry Date. A Participant shall be 100% vested in his Accrued Benefit as of his Normal Retirement Age.

5.03 Amount of Normal Retirement Benefits

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

- (a) 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 and up until the date of retirement; plus
- (b) 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
- (c) 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
- (d) 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
- (e) 2.8% percent of the Aggregate Sum of the Contributions credited on his behalf prior to January 1, 1998; plus
- (f) \$2.80 multiplied by the net number of Years of Credited Employment earned prior to January 1, 1971 (subject to a maximum of ten), less the number of years of Credited Employment earned after January 1, 1971. In no event shall this portion of the benefit be less than zero.

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

The Normal Retirement Benefit shown herein is based on a Single Life Annuity, which includes the following post-retirement death benefit. In the event that a Participant's death shall occur following retirement but prior to his having received an amount equal to the sum of the accumulated contribution credited on his behalf, his Beneficiary, upon presentation of the proper proof of death, shall be entitled to receive the balance of such monthly Retirement Benefits until an amount equal to his accumulated contributions shall have been made to

the Participant and/or his Beneficiary.

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

(g) **Benefit Adjustments:**

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

5.04 Eligibility for Reduced Normal Retirement Benefits

A Participant who has permanently retired from employment with all Employers in the jurisdiction of the Fund (and is not eligible for Normal Retirement under Section 5.01) shall be eligible for a Reduced Normal Retirement Benefit provided the Participant has attained age 65 and has applied for a Reduced Normal Retirement Benefit on a form prescribed by the Trustees and the Trustees have approved the application.

5.05 Amount of Reduced Normal Retirement Benefits

Upon retirement at his Reduced Normal Retirement Date, each Participant shall be entitled to receive 100% of the contributions accumulated on his behalf, payable in a single sum as soon as administratively feasible (after the Participant applies for the benefit).

5.06 When Paid

- (a) Normal Retirement. A Participant who elects to retire after meeting the eligibility requirements for Normal Retirement Benefits as set forth in Section 5.01 and who has applied for such benefit, shall become entitled to Normal Retirement Benefits no later than 60 days after the close of the Plan Year in which the Participant meets the eligibility requirements for Normal Retirement.
- (b) Postponed Retirement: Retirement under the Plan upon attainment of Normal Retirement Age is voluntary and not mandatory. Participants who meet the eligibility requirements for Normal Retirement Benefits, and who voluntarily elect to continue to work in Covered Employment after attaining Normal Retirement Age may do so and shall continue to accrue Retirement Benefits in the same manner as all other active employees.
- (c) Reduced Normal Retirement. A Participant who has elected to retire after meeting the eligibility

requirements for a Reduced Normal Retirement Benefit as set forth in Section 5.05 and who has applied for such benefit shall become entitled to the Reduced Normal Retirement Benefit no later than 60 days after the close of the Plan Year in which the participant has met the eligibility requirements for the Reduced Normal Retirement.

5.07 Eligibility for Early Retirement Benefits

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

- (a) The Participant has reached his Early Retirement Age, but not age 65, and
- (b) The Participant has elected and applied for an Early Retirement Benefit on a form prescribed by the Trustees, and the Trustees have approved the application.

5.08 Early Retirement Age

The term "Early Retirement Age" shall mean age 60 or the date the Participant is credited with ten Years of Credited Service (one of which must be Credited Future Service) prior to age 65, whichever is later.

5.09 Amount of Early Retirement Benefit

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

- (a) For Participants with at least 25 years of Credited Service, the applicable monthly factor shall be 0.5% for each month younger than age 63. Effective for Retirements on or after January 1, 2000, this monthly factor shall be 0.25%.
- (b) For Participants with at least 10 (but less than 25) years of Credited Service, the applicable monthly factor shall be 0.3% for each month younger than age 65. Effective January 1, 2000, this monthly factor shall be 0.15%.

5.10 When Paid

A Participant who meets the eligibility requirements for Early Retirement Benefits, as set forth in Section 5.07, upon voluntary retirement, shall become entitled to an Early Retirement Benefit as of the first day of the month following the date of his retirement.

5.11 Reemployment of Participants Receiving Retirement Benefits

Effective January 1, 1999, any Pensioner who returns to work in Covered Employment for less than 450 hours in any calendar year shall continue to receive Retirement Benefits during such month or months of reemployment.

5.12 Suspension of Benefits

Effective January 1, 1999, if any Pensioner returns to work in Covered Employment for 450 or more hours in a calendar year, his monthly benefit will be suspended in the month in which he works the 450th hour.

The Trustees will notify the retiree during the first calendar month in which the Plan withholds payments. A pensioner may request a determination of whether specific contemplated employment will be considered service for the purpose of a suspension of benefits.

Any retirement payments made during a calendar month when Retirement Benefits should have been suspended pursuant to the above provisions will be deducted from benefit payments made after termination of employment in an amount up to 25% of the month's total benefit payment that would be due but for such deduction.

Any retiree who returns to work and who completes 450 or more hours of work in Covered Employment in any calendar year must give notice to the Trustees of such reemployment. Such notice must be filed with the Trustees upon completion of 450 hours of work in Covered Employment.

In order to initiate a resumption of monthly Retirement Benefits, a reemployed Retiree whose benefit has been suspended must file a notice with the Trustees immediately upon termination of such employment. Upon receipt of such notice at the Fund Office, the Trustees will resume the Retiree's monthly Retirement Benefits, commencing with the first month immediately following receipt of such notice.

5.13 Adjustment of Retirement Benefits

Any Pensioner receiving Normal Retirement Benefits who returns to work in Covered Employment for less than 200 hours in a plan year will not be entitled to any adjustment in his Monthly Retirement Benefit.

Any Pensioner receiving Early Retirement Benefits who returns to work in covered employment, and whose monthly Retirement Benefits are suspended as a result of such reemployment shall be entitled to an adjustment in his monthly Early Retirement Benefit upon termination of such reemployment. Such adjustment shall be based upon the number of months he was reemployed during which his monthly Retirement Benefits were suspended. His Early Retirement Benefit shall be increased by the same early retirement factor that was used to compute his original reduced Early Retirement Benefit for each such month of reemployment, but such adjustment shall not result in an amount that exceeds the Normal Monthly Retirement he would have received had he retired at age 65. Further, such adjustment will be based on the Retirement Benefits in effect at the time of his original retirement.

A Pensioner receiving Retirement Benefits who returns to work in Covered Employment and who is credited with 200 or more Hours of Credited Employment in a plan year, shall be entitled to an adjustment in his Retirement Benefit following such termination of employment. The amount of such adjustment will be based on the hours of Credited Employment earned during the period of reemployment and the Retirement Benefits in effect during the period of reemployment. Furthermore, any such adjustment in Retirement Benefits will become effective with the first month immediately following the date of termination of such period of reemployment. The Participant and spouse shall be given a new opportunity to elect a form of payment applicable to the entire recomputed monthly Retirement Benefit. The election shall be made in accordance with the terms of the Plan.

ARTICLE VI - JOINT AND SURVIVOR BENEFITS FOR MARRIED PARTICIPANTS

6.01 Eligibility for Joint and 50% Survivor Benefit

A Participant who has completely terminated employment with all Employers within the jurisdiction of the Fund shall be provided with a Joint and 50% Survivor Benefit if:

- (a) The Participant is eligible for a Normal, Reduced Normal (provided the total benefit is greater than \$5,000), Early, Disability or Deferred Vested Retirement Benefit.
- (b) The Participant has a Spouse on his Annuity Starting Date to whom he is legally married, and
- (c) The Participant and his Spouse have not waived the automatic Joint and 50% Survivor Benefit.

A Participant who satisfies the foregoing eligibility requirements for a Joint and 50% Survivor Benefit but wishes to elect and apply for Retirement Benefits on a Single Life Annuity basis may do so, but such election (and rejection of the Joint and 50% Survivor Benefit) must be done within the election period set forth in Section 6.02 below. Further, in order for such election of a Single Life Annuity to become effective, the Participant's Spouse's written consent to the waiver of the Joint and 50% Survivor Benefit and the election of Single Life Annuity must be provided. Such Participant who satisfies the foregoing eligibility requirements for a Joint and 50% Survivor Benefit but wishes to elect and apply for Retirement Benefits on a Joint and 75% Survivor Benefit or Joint and 100% Survivor Benefit basis may do so but such election must be done within the election period set forth in Section 6.02. Such election of the Joint and 75% Survivor Benefit or Joint and 100% Survivor Benefit shall not require the Participant's Spouse's consent.

6.02 Distribution of Retirement Benefits

Unless otherwise elected as provided below, a Participant who is married on the Annuity Starting Date and who retires under the Plan shall receive the value of his Retirement Benefits in the form of a Joint and 50% Survivor Benefit immediately upon his Annuity Starting Date.

The Participant may elect to waive the Joint and 50% Survivor Benefit and elect a Single Life Annuity, a Joint and 75% Survivor Benefit or a Joint and 100% Survivor Benefit. Any said election must be made in writing during the election period. Said election may be revoked at any time during the election period (without the consent of the Participant's Spouse), and a new election made at any time during the election period. Any new election must comply with the requirements of this Article. Said election and revocation may be made any number of times.

Any election to waive the Joint and 50% Survivor Benefit to elect a Single Life Annuity must be consented to by the Participant's Spouse in writing during the election period. Such Spouse's consent must acknowledge the effect of such election and be witnessed by a notary public or Plan representative. Such consent shall not be required if it is established to the satisfaction of the Trustees that the required consent cannot be obtained because there is no Spouse, the Spouse cannot be located, or other circumstances that may be prescribed by Treasury regulations. A former spouse's waiver shall not be binding on a new Spouse.

The election period to waive the Joint and 50% Survivor Benefit and elect a Single Life Annuity, a Joint

and 75% Survivor Benefit or a Joint and 100% Survivor Benefit shall be the 90 day period ending on the Annuity Starting Date.

With regard to the election, the Trustees shall provide the Participant within 60 to 180 days before the Annuity Starting Date a written explanation of:

- (a) the terms and conditions of the Single Life Annuity and Joint and Survivor Benefits, and
- (b) the Participant's right to make an election to waive the Joint and 50% Survivor Benefit and elect the Single Life Annuity, Joint and 75% Survivor Benefit or Joint and 100% Survivor Benefit, and
- (c) the right of the Participant's Spouse to consent to any election to waive the Joint and 50% Survivor Benefit, and
- (d) the right of the Participant to revoke such election and the effect of such revocation.

6.03 Description and Amount of Joint and 50% Survivor Benefits

A Participant who meets the eligibility requirements for a Joint and 50% Survivor Benefit (and who does not waive said Benefit) shall, after retirement, be paid a reduced monthly income that shall be actuarially equivalent to the Normal, Reduced Normal, Early, Disability or Deferred Vested Retirement Benefit income to which the Participant would otherwise be entitled. The amount of such monthly retirement income payments shall be calculated by multiplying the appropriate factor from the table of factors contained in Appendix I to the Plan by the monthly amount of Normal, Reduced Normal, Early, Disability or Deferred Vested Retirement Benefits payable on a Single Life Annuity basis.

Monthly Retirement Benefits will continue for the lifetime of the Participant with the last payment to be made on the first day of the calendar month preceding the death of the Participant. Fifty percent of such monthly Retirement Benefits will continue to be made thereafter to the surviving Spouse for the remainder of her lifetime with the last payment to be made on the first day of the calendar month preceding the death of the Spouse.

For purposes of this Article, the employee's surviving Spouse is the person defined in Section 1.32.

6.04 Description and Amount of Joint and 75% Survivor Benefits

A Participant who elects the Joint and 75% Survivor Benefit shall, after retirement, be paid a reduced monthly income that shall be actuarially equivalent to the Normal, Reduced Normal, Early, Disability or Deferred Vested Retirement Benefit income to which the Participant would otherwise be entitled. The amount of such monthly retirement income payments shall be calculated by multiplying the appropriate factor from the table of factors contained in Appendix II to the Plan by the monthly amount of Normal, Reduced Normal, Early, Disability or Deferred Vested Retirement Benefits payable on a Single Life Annuity basis.

Monthly Retirement Benefits will continue for the lifetime of the Participant with the last payment to be made on the first day of the calendar month preceding the death of the Participant. Seventy-five percent of such monthly Retirement Benefits will continue to be made thereafter to the surviving Spouse for the remainder of her lifetime with the last payment to be made on the first day of the calendar month preceding

the death of the Spouse.

For purposes of this Article, the employee's surviving Spouse is the person defined in Section 1.32.

6.05 Description and Amount of Joint and 100% Survivor Benefits

A Participant who elects the Joint and 100% Survivor Benefit shall, after retirement, be paid a reduced monthly income that shall be actuarially equivalent to the Normal, Reduced Normal, Early, Disability or Deferred Vested Retirement Benefit income to which the Participant would otherwise be entitled. The amount of such monthly retirement income payments shall be calculated by multiplying the appropriate factor from the table of factors contained in Appendix III to the Plan by the monthly amount of Normal, Reduced Normal, Early, Disability or Deferred Vested Retirement Benefits payable on a Single Life Annuity basis.

Monthly Retirement Benefits will continue for the lifetime of the Participant with the last monthly Retirement Benefits continuing to be made thereafter to the surviving Spouse for the remainder of her lifetime with the last payment to be made on the first day of the calendar month preceding the death of the Spouse.

For purposes of this Article, the employee's surviving Spouse is the person defined in Section 1.32.

6.06 When Paid

A Participant who meets the eligibility requirements as set forth in Section 6.01 for a Joint and 50% Survivor Benefit, or who elects a Joint and 75% Survivor Benefit or a Joint and 100% Survivor Benefit, shall be entitled to said respective Joint and Survivor Benefit as of the first day of the month next following the date of his retirement for said Joint and Survivor Benefit.

6.07 Suspension of Joint and Survivors Benefits

An Early or Normal Retiree receiving a Joint and Survivor Benefit upon return to work in covered employment following retirement shall be subject to the Suspension of Benefit provisions set forth in Section 5.12. A Participant receiving Disability Retirement Benefit who returns to work prior to attaining Normal Retirement Age shall have his Retirement Benefits immediately suspended in accordance with the provisions of Section 7.05.

6.08 Adjustment for Reemployed Pensioners Receiving a Joint and Survivor Benefit

An Early or Normal Pensioner receiving a Joint and Survivor Benefit, upon termination of any period of reemployment in which he worked at least 200 hours in Covered Service, shall be entitled to an adjustment in his monthly Retirement Benefits in accordance with the provisions of Section 5.11.

6.09 Adjustment in Retirement Benefits Following the Early Death of the Spouse

If a Participant's retirement commences on or after January 1, 1996 and is being paid in the form of a Joint and Survivor benefit (as set forth in Sections 6.03, 6.04 and 6.05), the amount of the Retirement Benefit

will "pop up" to the original Single Life Annuity benefit amount if the Spouse dies before the Participant. If a Participant first began to receive Retirement Benefits before January 1, 1996, there shall be no "pop up" adjustment.

ARTICLE VII - TOTAL AND PERMANENT DISABILITY BENEFITS

7.01 Eligibility for Total and Permanent Disability Benefits

(a) For Disabilities Occurring on or before December 31, 2003:

A Participant shall be eligible to receive Total and Permanent Disability Benefits provided:

- (1) The Participant suffers Total and Permanent Disability (as defined in Section 7.02) prior to attaining Normal Retirement Age, and
- (2) The Participant has in effect at the time of disability, at least one year of Future Credited Service, and
- (3) The Participant has applied for Total and Permanent Disability Benefits on a form prescribed by the Trustees and has furnished such satisfactory proof of disability as may be required by the Trustees.

Application for Disability Pension Benefits must be made within two years of the date of disability and the participant must have worked at least 200 hours in the Trade within the two year period before disability. Except, the two year period may be extended if the Participant was on workers compensation or receiving other total disability benefits. The Trustees may approve late applications based upon a statement of the circumstances regarding late application and provided that the participant has not had substantial gainful employment following his last date of employment within the Trade.

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

A Participant shall be eligible to receive Total and Permanent Disability Benefits provided:

- (1) The Participant suffers Total and Permanent Disability (as defined in Section 7.02) prior to attaining Early Retirement Age, and
- (2) The Participant has in effect at the time of disability, at least one year of Future Credited Service, and
- (3) The Participant has applied for Total and Permanent Disability Benefits on a form prescribed by the Trustees, and has furnished such satisfactory proof of disability as may be required by the Trustees.
- (4) Application for Disability Pension Benefits must be made within two years of the date of disability and the participant must have worked at least 200 hours in the Trade within the two year period before disability. Except, the two year period may be extended if the Participant was on workers compensation or receiving other total disability benefits. The Trustees may approve late applications based upon a statement of the circumstances regarding late application and provided that the participant has not had substantial gainful employment following his last date of employment within the Trade.
- (5) A Participant who suffers Total and Permanent Disability after attaining Early Retirement Age shall not be eligible to receive Total and Permanent Disability Benefits. However, such a Participant shall be eligible to receive the Early Retirement Benefit described in Article V, subject to the eligibility requirements described in that 7.02.

7.02 Definition of Total and Permanent Disability

(a) For Disabilities Occurring on or before December 31, 2003:

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 working at the trade as defined by the Collective Bargaining Agreement for wages or profit as a result of injury or disease incurred prior to attaining Normal Retirement Age. Satisfactory medical evidence shall be defined as a complete medical history furnished by the employee's physician including a statement directed to the total and permanent nature of the injury or illness, along with second medical opinions from qualified medical experts and/or any other evidence the Trustees deem necessary to their final evaluation. 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. Entitlement to disability benefits under Title II of the Social Security Act shall also 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.

(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 shall 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.

7.03 Amount of Total and Permanent Disability Benefit:

(a) For Disabilities Occurring on or before December 31, 2003:

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

A Participant with five or more Years of Credited Service (at least one of which is Credited Future Service) who suffers a Total and Permanent Disability prior to age 65 shall be entitled to a monthly benefit equal to the Participant's Accrued Normal Benefit in effect on the Date of Disability.

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

(2) For Participants With Less Than Five Years of Credited Service:

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

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

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

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

A Participant with five or more Years of Credited Service (at least one of which is Credited Future Service) who suffers a Total and Permanent Disability prior to Early Retirement Age shall be entitled to a monthly benefit equal to the Participant's Early Retirement Benefit in effect on the Date of Disability. The Early Retirement Benefit reduction is determined as if the Participant had attained age 60.

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

(b) For Participants With Less Than Five Years of Credited Service:

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

aggregate sum of Participant's credited contributions.

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

7.04 When Paid

A Participant who meets the eligibility requirements for Total and Permanent Disability Benefits, as set forth in Section 7.01 above, shall become entitled to monthly Total and Permanent Disability Benefits retroactive to the date of disability, subject to a maximum of six such retroactive monthly payments. However, if the Participant is entitled to disability benefits under Title II of the Social Security Act, then Total and Permanent Disability benefits will be retroactive to the date of disability. Total and Permanent Disability Benefits shall be made on the first day of the month next following the date of retirement.

7.05 Disabled Retirees Who Recover or Return to work

A Disabled Retiree who recovers, or who returns to work prior to attaining age 65, shall be immediately removed from the Pension Rolls. Upon termination of employment, such person shall be required to reapply for Normal, Early or Deferred Vested Pension Benefits and shall have another Annuity Starting Date for the purpose of the waiver of the Joint and 50% Survivor Benefit and election of another form of payment. There shall be no adjustment in his retirement benefit unless he has worked 200 or more hours in Covered Employment during a Plan Year in which he was reemployed. If he has worked 200 or more hours in a Plan Year during the period of reemployment, and he again applies for Retirement Benefits following termination of such reemployment, his benefits will be recomputed as though this were his initial retirement application except that the guaranteed refund of contributions otherwise provided shall be reduced to reflect the amount of monthly payments such Participant received prior to his return to active employment.

Disabled Retirees who return to work after attaining age 65, will be subject to the Suspension of Benefit Provisions for Normal Retirees (Section 5.12).

Any monthly Retirement Benefits paid in error to a reemployed Disabled Retiree during a period of reemployment shall be deducted from the Retirement Benefit payments made after termination of employment to such retiree in an amount up to 25% of the monthly Retirement Benefit payment that would be due but for such deduction.

7.06 Termination of Benefits

The Total and Permanent Disability Benefit shall be terminated:

- (a) 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
- (b) If the Trustees determine on the basis of medical finding that the Participant has, prior to attainment of age 65, sufficiently recovered to resume a regular occupation or employment for profit or remuneration, or
- (c) If the Participant refuses, prior to attainment of age 65, 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.

ARTICLE VIII - VESTED TERMINATION BENEFITS

8.01 Vesting

Vesting refers to a Plan Participant's non-forfeitable rights to Retirement Benefits upon retirement. A Participant who terminates work with all Employers prior to retirement, shall be entitled at the time he reaches retirement age to a Retirement Benefit equal to his Accrued Benefit in effect on the date he terminated work in Covered Employment if he is has at least five Years of Service.

8.02 Eligibility for Vested Benefits

A Participant entitled to a Retirement Benefit under Section 8.01 who has less than ten years of Credited Service shall be eligible to receive a Normal Retirement Benefit upon retirement at age 65 (as provided for under Section 5.01). A Participant entitled to a Retirement Benefit under Section 8.01 who has ten or more years of Credited Service shall be eligible to receive his Accrued Benefit upon retirement at age 65 or a Reduced Early Retirement Benefit after attaining age 60, but prior to age 65 (as provided for under Section 5.07). The Participant must apply for Retirement Benefits on a form prescribed by the Trustees, and the Trustees must approve such application.

8.03 Calculation of Vested Benefits

The amount of the monthly Retirement Benefit payable upon retirement to a former Participant who has met the vesting requirements set forth under Section 8.02 shall be based upon the Accrued Benefit and Years of Service in effect on the Participant's date of termination of work in Covered Employment.

8.04 When Paid

The Vested Benefit shall be a monthly benefit commencing on the first day of the month following the month in which a Participant has satisfied the requirements of Section 8.02.

8.05 When Participant Returns to Work

A Participant receiving a deferred Vested Benefit who returns to work after Retirement Benefits have commenced shall be subject to the Suspension of Benefit regulations set forth in Section 5.12.

ARTICLE IX - PRE-RETIREMENT DEATH BENEFITS

9.01 Pre-Retirement Survivor Annuity

The Pre-Retirement Survivor Annuity is a Benefit payable to the Surviving Spouse of a deceased Participant who was eligible for a Normal, Early or Deferred Vested Retirement Benefit at time of death before his Annuity Starting Date.

- (a) The surviving Spouse of a married Participant shall be eligible to receive a Pre-Retirement Survivor Annuity if (1) the Participant dies before his Annuity Starting Date, and (2) the Participant was eligible for a Normal, Early, or Deferred Vested Benefit at the earlier of the date of his death or termination of employment.
- (b) The amount of the Pre-Retirement Survivor Annuity shall be equal to the survivor benefit that would have been payable to the Spouse under the Joint and 50% Survivor Benefit calculated by assuming (1) payment of the Participant's Retirement Benefits commenced on the date the Pre-Retirement Survivor Annuity commences, and (2) the Participant died immediately after the payment of his Retirement Benefits commenced.
- (c) The Spouse eligible for a Pre-Retirement Survivor Benefit may elect a lump sum Actuarial Equivalent distribution of said Benefit in lieu of its receipt. If the death benefit for a non-married Participant (as described in Section 9.02) is of greater value, such benefit shall be paid in lieu of the Actuarial Equivalent value of the Pre-Retirement Survivor Annuity. The Spouse's consent for a lump sum payment will be required if the value is in excess of \$5,000. For this purpose, the interest rate used in determining the Actuarial Equivalent value shall be the rate specified in Section 1.02. If the Actuarial Equivalent of the Pre-Retirement Survivor Annuity payable to the surviving spouse of a deceased Participant is \$5,000 or less, the spouse may apply to have the benefit distributed in a single cash payment. The spouse shall not be entitled to receive the distribution in any other form of payment.

9.02 Death Benefits

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

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

9.03 When Paid

The Pre-Retirement Survivor Annuity under Section 9.01(a) shall be payable monthly to a surviving

Spouse eligible therefore beginning on the later of (1) the date of the employee's death or (2) the earliest date the employee could have elected to receive Retirement Benefits under the Plan. Such monthly Retirement Benefits will continue for the lifetime of the Spouse with the last payment to be made on the first of the month preceding the death of the Spouse.

In the event of the death of a surviving Spouse who is entitled to a death benefit under Section 9.01(a) prior to the date she was to commence receiving such death benefit, a death benefit, as computed under Section 9.02, shall be paid to the Spouse's designated Beneficiary.

9.04 Beneficiary

The Participant's Beneficiary shall be the person he so designates on a form provided by the Fund Office. In the absence of a designation, the Beneficiary of a Participant shall be his Spouse if surviving, otherwise his estate for distribution under the intestate laws of the State in which the Participant resides. In no event shall any portion of the death benefit be payable to the Employer.

If a Participant designates his Spouse as his Beneficiary and subsequently obtains a legal divorce from such Spouse, that Beneficiary designation becomes invalid. If the Participant does not designate an alternative Beneficiary, that distribution will be made to those persons who survive the deceased Participant in the following order: (i) new/current Spouse, (ii) children, (iii) parents, (iv) siblings, (v) nephews/nieces, (vi) grandparents, (vii) aunts/uncles, (viii) children/grandchildren of aunts/uncles, (ix) estate of deceased Participant. If more than one person qualifies as a member of a class of distributees specified in the preceding sentence, distributions shall be made in equal share to all members of such class who survive the deceased Participant and who are known to the Trustees at the time of distribution.

ARTICLE X - BENEFIT APPLICATION AND OTHER PAYMENT PROVISIONS

10.01 Application for Retirement Benefits, Death Benefits or Vested Benefits

No Retirement Benefit, Death Benefit, or Vested Benefit shall be paid unless application is made therefore within the 180 day period ending on the Annuity Starting Date and approved by the Trustees. The applicant shall notify the Trustees or the office of the Administrator of the Plan of his desire to apply for Plan benefits. The office of the Administrator of the Plan will send the applicant all proper application forms and information within 30 days of the receipt of the request to apply for benefits.

An applicant for benefits shall furnish, at the request of the Trustees, any information or proof reasonably required to determine his benefit rights. If the applicant makes a willful, false statement material to his application or furnishes fraudulent information or proof material to his application, benefits not vested under this Plan may be denied, suspended or discontinued. The Trustees shall have the right to recover any benefit payments made in reliance on any willful, false or fraudulent statement, information or proof submitted by an applicant for benefits, or any benefit payment made in error.

10.02 Election of Retirement Benefits

When a Participant applies for a benefit under the Plan, the Trustees shall provide a notice to the Participant describing the benefit forms available under the Plan, explaining the relative values of the optional forms of benefits under the Plan, and notifying the Participant of the right to defer the payment of benefits in a manner that would satisfy the notice requirements of the Code Section 417(a)(3) and Treasury Regulation 1.417(a)(3)-1. Said notice shall be provided to a Participant no less than 30 days before, and no more than 180 days before the Participant's Annuity Starting Date.

Notwithstanding any contrary provision, but subject to Section 10.03 as and to the extent required by ERISA and the Code, an eligible Participant's Retirement Benefits shall not be payable any earlier than the date which is at least 30 days after the date on which he is furnished said explanation. However, the Participant may waive his right to the 30-day period, in which case payment of benefits may begin no less than seven days after notice is given to the Participant.

Under rules uniformly and consistently applied, the Trustees may allow the payment of Retirement Benefits retroactive to an Annuity Starting Date that is before the date the notice of the rights specified under this paragraph is given to the Participant.

10.03 Latest Date for Commencement of Retirement Benefits

(a) General Rules

- (1) Effective Date. The provisions of this Section 10.03 will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (2) Precedence. The requirements of this Section 10.03 will take precedence over any inconsistent provisions of the Plan.
- (3) Requirements of Treasury Regulations Incorporated. All distributions required under the Section 10.03 will be determined and made in accordance with the Treasury regulations

under Code Section 401(a)(9), including sections 1.401(a)(9)-1 through 1.401(a)(9)-9.

(b) Time and Manner of Distribution

- (1) Required Beginning Date. Payment of retirement benefits under this Plan to a Participant shall begin not later than 60 days after the close of the Plan Year in which the Participant attains Normal Retirement Age or terminated employment, whichever is later; provided, however, (A) the Participant may elect a later date of payment, and (B) the Participant's failure to file an application for a pension shall be deemed to be such an election of a later date of payment. Notwithstanding the above, the Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

A Participant's "Required Beginning Date" shall be the April 1 following the calendar year in which the Participant attains age 70 1/2; provided, however, if a Participant attained age 70 and 1/2 before January 1, 1988, Retirement Benefits shall commence no later than April 1 of the calendar year following the later of (1) the calendar year in which he attains age 70 and 1/2 or (2) the calendar year in which his employment terminates.

- (2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
- (A) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.
 - (B) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year following the calendar year in which the Participant died.
 - (C) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (D) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this section (b)(2), other than (b)(2)(A), will apply as if the surviving spouse were the Participant.

For purposes of this Section (b)(2) and section (e), distributions are considered to begin on the Participant's Required Beginning Date (or, if section (b)(2)(D) applies, the date distributions are required to begin to the surviving spouse under section (b)(2)(A)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under section (b)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.

- (3) Form of Distributions. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution, calendar year distributions will be made in accordance with sections (c), (d) and (e) of this Section 10.03. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury regulations.
- (c) Determination of Amount to be Distributed Each Year.
- (1) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
- (A) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
 - (B) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in section (d) or (e);
 - (C) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
 - (D) payments will either be non-increasing or increase only as follows:
 - (i) by an annual percentage that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - (ii) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in section (d) dies or is no longer the Participant's beneficiary pursuant to a Qualified Domestic Relations Order within the meaning of Section 414(p);
 - (iii) to provide cash refunds of employee contributions upon the Participant's death; or
 - (iv) to pay increased benefits that result from a plan amendment.
- (2) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under section (b)(2)(A) or (B)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if the payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g. bi-monthly, monthly, semi-annually or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.
- (3) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements for Annuity Distributions that Commence During Participant's Lifetime.

- (1) Joint Life Annuities where the Beneficiary is not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and non-spouse beneficiary and period certain annuity, the requirement in the preceding sentence will apply to the annuity payments to be made to the designated Beneficiary after the expiration of the period certain.
- (2) Period Certain Annuities. Unless the Participant's spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this section (d)(2), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

(e) Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.

- (1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in section (b)(2)(A) or (B) over the life of the designated Beneficiary or over a period certain not exceeding:
 - (A) unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
 - (B) if the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the Annuity Starting

Date.

- (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year that contains the fifth anniversary of the Participant's death.
 - (3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this section (e) will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section (b)(2)(A).
- (f) Definitions.
- (1) Designated Beneficiary. The individual who is designated as the beneficiary under Section 9.04 of the Plan and is the designated Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-1, Q&A A-4, of the Treasury regulations.
 - (2) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin pursuant to Section (b)(2).
 - (3) Life Expectancy. Life Expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury Regulations.
 - (4) Required Beginning Date. The Required Beginning Date of a Participant shall mean the April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70 ½ or (ii) the calendar year in which the Participant retires.

10.04 Direct Rollover Election

- (a) A Distributee who receives a distribution from the Plan which is an Eligible Rollover Distribution may elect to transfer said distribution to an Eligible Rollover Plan specified by the Distributee in a Direct Rollover.
- (b) Notwithstanding any contrary provisions of this Section (except as otherwise required by Code Section 401(a)(31):
 - (1) a Direct Rollover can be elected for part of an Eligible Rollover Distribution only if the amount so elected is at least \$500,
 - (2) only one Eligible Rollover Plan may be designated for a Direct Rollover;
 - (3) a Direct Rollover election made with respect to one payment in a series of payments shall apply to all subsequent payments until another election is made by the Distributee; and
 - (4) no Direct Rollover election is required to be provided for an Eligible Rollover Distribution of less than \$200 (when aggregated with all other Eligible Rollover

Distributions for the taxable year).

- (c) For purposes of this Section, the following terms shall have the meaning given to them in this paragraph:
- (1) "Direct Rollover" shall mean a payment by the Plan to the Eligible Rollover Plan specified by the Distributee.
 - (2) "Distributee" shall mean (A) an Employee or former Employee and (B) the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), with respect to the interest of the spouse or former spouse.
 - (3) "Eligible Rollover Plan" shall mean an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), a Roth IRA described in Code Section 408A(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a), an annuity contract described in Code Section 403(b), and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state or any agency or instrumentality of a state or political subdivision of state and which agrees to separately account for amounts transferred into such plan from this Plan.
 - (4) "Eligible Rollover Distribution" shall mean any distribution of all or any portion of the balance to the credit of the Distributee under the Plan, but excluding (as applicable) (A) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life or life expectancy of the Distributee and the Distributee's designated Beneficiary or for a specified period of ten years or more, (B) any distribution to the extent such distribution is required under Code Section 401(a)(9), and (C) any distribution which is made upon hardship of the Distributee.
- (d) Said election and Direct Rollover shall be made in accordance with procedures prescribed by the Trustees in conformance with Code Section 401(a)(31).
- (e) In conformance with Code Section 402(c)(11), a Beneficiary eligible to receive a distribution from the Plan on account of a Participant's death may elect to transfer such distribution to an individual retirement plan (described in clause (i) or (ii) of Code Section 402(c)(8)(B), or effective January 1, 2008, a Roth IRA, as defined in Code Section 408A(b) established by the Beneficiary for this purpose, provided that (A) the Beneficiary is not otherwise a Distributee, (B) the Beneficiary is a designated beneficiary as defined in Code Section 401(a)(9)(E), and (C) the distribution would otherwise be an Eligible Rollover Distribution but for the requirement that the distribution be made to a Distributee. Effective January 1, 2010, a non-spouse Beneficiary may elect a Direct Rollover into an inherited IRA.

10.05 Notification of Approval or Non-approval of Application

Within 90 days after receiving the completed claim for Retirement Benefits together with receiving all supplemental documents and information necessary for proper determination thereon, the Trustees

or their authorized representative shall notify the applicant in writing that his application has been approved or has been disapproved in whole or in part. In the event further time is required for a decision, the applicant will be notified with an explanation of why more time is necessary, and in that case, a decision will be made on the application within 180 days after receipt of the completed application.

- (a) In the event of approval, the notice to the applicant shall include the amount and duration of Retirement Benefits granted and all restrictions, conditions and limitations on the receipt of Retirement Benefits, if any.
- (b) In the event of non-approval in whole or in part, notice to the applicant shall state the reasons for rejecting the application and indicate those portions of the Plan or rules and regulations that the applicant failed to meet.
- (c) In the event of non-approval in whole or in part, based upon the failure of the applicant to supply all material and information necessary to perfect the application, the notice to the applicant shall describe any additional material information necessary and an explanation why the material and other information is necessary.
- (d) Any non-approval shall be accompanied by an explanation of the Appeals Procedure. The decision shall be final and binding upon the applicant unless appealed as hereinafter provided.

The applicant or his authorized representative may appeal the decision of the Trustees by written notice received by the Trustees within 60 days of the mailing of the above notice. The written notice must state the applicant's name, address and the fact that he is appealing the decision of the Trustees, giving the date of the decision being appealed. The appeal must be addressed to the Trustees, Bricklayers Pension Fund of Western Pennsylvania, at the address shown in the Plan's Summary Plan Description. Prior to a determination on the appeal, the applicant or his authorized representative may have an opportunity to review necessary and pertinent documents upon which the denial in whole or in part is based. He also may submit written issues and comments pertinent to the appeal. The Trustees shall consider the appeal of the applicant no later than its next regular meeting, which immediately follows the receipt of the notice of appeal unless such notice was filed within 30 days preceding the date of such meeting. If the notice of appeal was received within 30 days prior to the next regular meeting, the Trustees may postpone considering the appeal until the next regular or special quarterly meeting, providing such meeting is held within 120 days of the receipt of such appeal.

After consideration of the appeal, the Trustees shall advise the applicant of its decision in writing within 15 days following the meeting at which the appeal was considered. The decision of the Trustees shall set forth specific reasons for their conclusions and shall be written in a manner calculated to be understood by the claimant and shall make a reference to the pertinent Plan provision upon which the decision is based. The decision shall be final and binding upon the applicant unless appealed as herein provided.

A full hearing before the Trustees shall be held when:

- (a) The Trustees determine, prior to making a decision on an appeal, that a hearing is necessary. In such event, the Trustees shall notify the applicant of the date, time and place set for a full hearing on applicant's appeal. Such notice shall be given by regular mail addressed to the applicant as shown on the notice of appeal; or

- (b) The applicant requests a full hearing before the Trustees. Such request must be in writing and submitted within 15 days after receipt of the Trustees' decision regarding his application for Retirement Benefits. The written notice needs to state only the applicant's name, address, and the fact that he is requesting a full hearing before the Trustees, and referring to the date of the decision of the Trustees.
- (c) In no case shall the date of the hearing set forth in (a) or (b) be set for a time later than the third regular meeting of the Trustees following the receipt of the original notice of appeal. The applicant who had a hearing under (a) shall not be entitled to a hearing under (b).

In regard to all hearings, the following procedures shall be followed:

- (1) A full written report shall be kept of the proceedings of the hearing.
- (2) In conducting the hearing, the Trustees shall not be bound by the usual common law or statutory rules of evidence.
- (3) The applicant or his attorney shall have the right to review the written record of the hearing, make a copy thereof and file objections thereto.
- (4) There shall be copies made of all documents and records introduced at the hearing attached to the record of the hearing, and made a part thereof.
- (5) All information upon which the Trustees based its original decision shall be disclosed to the applicant at the hearing.
- (6) In the event that additional evidence is introduced by the Trustees that was not made available to the applicant prior to the hearing, the applicant shall be granted a continuance of so much time as he desires, not to exceed 30 days.
- (7) The applicant shall be afforded the opportunity of presenting any evidence in his behalf. If the applicant offers new evidence, the hearing may be adjourned for a period of not more than 30 days so the Trustees may, if they wish, investigate the accuracy of the applicant's new evidence or determine whether additional evidence should be introduced.
- (8) After consideration of the appeal, the Trustees shall advise the applicant of its decision in writing within 15 days following the hearing at which the appeal was considered. The decision of the Trustees shall set forth specific reasons for their conclusions, shall be written in a manner calculated to be understood by the applicant and shall make reference to the pertinent Plan provisions upon which the decision is based. This decision shall be final and binding upon the applicant.

The waiver of any of the requirements set forth above shall apply to that specific case only and shall not constitute general waiver with respect to future cases.

Should any provision of this procedure be held to be unlawful, or unlawful as to any person or instance, such determination shall not adversely affect any other provision herein contained, or the application of such provisions to any other person or instance.

10.06 Small Balances

If the Actuarial Equivalent of a Participant's benefit is \$5,000 or less, and the Participant has reached his

Early or Normal Retirement Date, the Participant may apply to have his benefit distributed in a single cash payment. No distribution may be made after the Participant's Annuity Starting Date unless it is consented to in writing by the Participant and the Participant's spouse, if any, or if the Participant is deceased, the surviving spouse. Any written consent required under this paragraph must be obtained not more than 180 days before commencement of the distribution and shall be made in a manner consistent with Section 6.02. A Participant described in this Article shall only be entitled to receive their benefit as a lump sum payment.

ARTICLE XI - ADMINISTRATION OF THE PLAN

11.01 Responsibility for Administration

The Plan shall be administered by the Trustees in accordance with the powers granted them by the Trust Agreement. The Trustees may employ one or more persons to render advice with regard to any of their responsibilities under the Plan. The Trustees shall make such rules and prescribe such procedures for the administration of the Plan as they shall deem necessary and responsible. The decision of the Trustees in all matters pertaining to the administration of the Plan shall be final.

11.02 Assumptions

The Trustees shall adopt from time to time, mortality tables and a rate or rates of interest for use in all actuarial calculations required in connection with the Plan, and shall appoint actuaries from time to time to serve at its pleasure and make annual actuarial valuations of the contingent assets and liabilities of the Plan. Notwithstanding anything herein to the contrary, the amount of Retirement Benefits that will be provided shall not exceed the Retirement Benefits actually available on the basis of such annual actuarial valuations.

11.03 Requested Information

Each and every Participant and pensioner shall furnish to the Trustees any information or proof requested by them and reasonably required to administer this Plan. Failure on the part of any Participant or pensioner to comply with such request promptly and in good faith shall be sufficient grounds for denying or discontinuing Retirement Benefits for such person. If a Participant or pensioner makes a false statement material to his claim, any and all Retirement Benefits may be denied and the Trustees shall have the right to recover any payments paid in reliance on such false statement.

11.04 Power to Interpret and Administer

The Trustees shall be the sole judge of:

- (a) the standard of proof required in any case;
- (b) the application and interpretation of this Plan;
- (c) the entitlement to or amount of Retirement Benefits; and
- (d) the crediting of service credits.

The Trustees' decision with respect to the foregoing shall be final and binding on all persons.

ARTICLE XII - FUNDING OF RETIREMENT BENEFITS

12.01 Source of contributions

Contributions shall be made only by Employers on behalf of Participants. Neither contributions by a Participant nor contributions by an Employer in his own behalf shall be permitted under the Plan.

12.02 Investment and Funding Policy

An investment policy shall be established that has as its goal the maintenance of sufficient liquidity to assure the timely payment of Retirement Benefits and the selection of investments which, in the long run, will produce a rate of return no less than the rate of return assumed by the actuary in making his determination of funding requirements. The Trustees may appoint an investment manager or managers to provide investment counsel.

12.03 Actuarial Valuation and Plan Review

The rules and regulations and the Retirement Benefits provided under this plan, have been adopted by the Trustees on the basis of actuarial estimates which have established to the extent possible that the income and accruals of the Pension Fund will be fully sufficient to support this benefit plan on a permanent basis. However, it is recognized that in the future, the income and/or liabilities of the Pension Fund may be substantially different from those previously anticipated. The Trustees shall have prepared annually an actuarial valuation of the Pension Fund. Upon the basis of all facts and circumstances, the Trustees may, from time to time, amend these rules and regulations and the Retirement Benefits provided for thereby including any increase or decrease in Retirement Benefit amounts.

12.04 Refund of Contributions

Contributions or payments of withdrawal liability by an Employer may be returned to the Employer if the payment:

- (a) was made by a mistake of fact or law (other than a mistake relating to whether the Plan is qualified under the Internal Revenue Code of 1954, as amended, and exempt from taxation thereunder), and
- (b) is returned within six months after the Trustees determine that the contribution was made by such a mistake.
- (c) Otherwise, there shall be no reversion of the Trust Fund to any Employer.

No employee or other person shall have any interest in or any right in, to or under the Trust Fund, or any part of the assets thereof, except as and to the extent expressly provided by the Plan.

ARTICLE XIII - AMENDMENT AND TERMINATION OF THE PLAN

13.01 Plan Amendments

Any amendment to this Pension Plan may be made by the majority action of the Trustees present and voting. It is the desire of the Trustees to maintain this Pension Plan as a qualified Pension and Trust under Sections 401(a) and 501(a) of the Code.

The Trustees who are present and voting may amend this Plan by majority action. No amendment to the Plan (including a change in the actuarial basis for determining an optional or early retirement benefit) or restricting a Participant's right to those Retirement Benefits, shall be effective to the extent that it has the effect of decreasing a Participant's Accrued Benefit. Notwithstanding the preceding sentence, a Participant's Accrued Benefit may be reduced provided the Trustees file a notice with the Secretary of Labor notifying him of such amendment and the Secretary of Labor approves such amendment or, within 90 days after the date on which such notice was filed, fails to disapprove such amendment.

For purposes of the preceding paragraph, a plan amendment that has the effect of (1) eliminating or reducing an early retirement benefit or a retirement type subsidy, or (2) eliminating an optional form of benefit, with respect to Retirement Benefits attributable to service before the amendment, shall be treated as reducing Accrued Benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment), the preretirement conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that continues after retirement, but does not include a qualified disability benefit, a medical benefit, a social security benefit, or a death benefit.

13.02 Termination of the Plan

This Plan shall cease and terminate upon the happening of any one or more of the following events:

- (a) the Trust Fund shall, in the opinion of the Trustees, be inadequate to carry out the intent and purpose of the Trust Agreement, or be inadequate to meet obligations of the Plan to those Participants and beneficiaries already drawing Retirement Benefits; or
- (b) there are no individuals living who can qualify as employees hereunder, or
- (c) the Plan and Trust is terminated by joint action of the Union and Employer; or
- (d) the Plan and Trust is terminated in accordance with the provisions of law or similar court action.

Upon termination or partial termination of this Plan, the rights of all affected Participants to Retirement Benefits accrued to the dates of such termination or partial termination to the extent funded as of such date, shall be non-forfeitable.

13.03 Procedures in Event of Termination

In the event of termination, the Trustees shall:

- (a) Make provisions out of the Trust Fund for the payment of any and all obligations of the Plan and

Trust, including expenses incurred up to date of termination of the Plan and the expenses incidental to such termination; and

- (b) Arrange for a final draft and report of their transactions and accounts, for purposes of termination of their Trusteeship; and
- (c) Give any notice and prepare and file any reports which may be required by law; and
- (d) After payment of the expenses as set forth in (a) above, allocate the remaining assets among Participants and beneficiaries in the following order:

(1) First, in the case of Retirement Benefits payable as a pension:

(A) In the case of a pension of a Participant or Beneficiary which was in pay status as of the beginning of the three-year period ending on the termination date of the Plan, to each such pension, based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which such pension would be the least. The lowest pension in pay status during the three-year period shall be considered the pension in pay status for such period.

(B) In the case of a pension of a Participant or Beneficiary which would have been in pay status at the beginning of such three-year period if the Participant had retired prior to the beginning of the three-year period and if his pension had commenced (in the standard form) as of the beginning of such period, to each such pension based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which the pension would be the least.

(2) Second, to all other Retirement Benefits (if any) of the individuals under the Plan guaranteed under Title IV of ERISA.

(3) Third, to all other vested Retirement Benefits under this Plan.

(4) Fourth, to all other Retirement Benefits under this Plan.

Allocation Procedure. For purposes of subsection (1) hereof:

(a) The amount allocated under any paragraph of subsection (1) with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior paragraph.

(b) This paragraph applies if the assets available for allocation under subsection (3) are not sufficient to satisfy in full the Retirement Benefits of individuals described in that paragraph.

(1) If this paragraph applies, except as provided in subsection (2) below, the assets shall be allocated to the Retirement Benefits of individuals described in subsection (3) on the basis of the Retirement Benefits of individuals which would have been described in such subsection (3) under the Plan as in effect at the beginning of the five-year period ending on the date of the Plan termination.

(2) If the assets available for allocation under subparagraph (1) above are sufficient to satisfy in full the Retirement Benefits described in such paragraph (without regard to this subparagraph), then for purposes of subparagraph (1) Retirement Benefits of individuals described in such paragraph shall be determined on the basis of the Plan as amended by the

most recent Plan amendment effective during such five-year period under which the assets available for allocation are sufficient to satisfy in full the Retirement Benefit of individuals described in subparagraph (1) on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

13.04 Merger or Consolidation of the Plan

In the case of any merger or consolidation of this Plan, or a transfer of the assets or liabilities to or from the Plan, the terms of such merger, consolidation, or transfer shall be such that each Participant would receive (in the event of termination of the Plan, or its successor immediately thereafter) a benefit which is no less than he would have received in the event of termination of this Plan immediately before such merger, consolidation or transfer.

13.05 Withdrawal of Employers

In accordance with the requirements of the Multi-Employer Pension Plan Amendments Act of 1980, the following procedures will be followed in determining the assessing of the Liability for Unfunded Vested Benefits with regard to any Employer who "Withdraws" (as defined under Section 4203(b) of the Act) from the Plan.

- (a) Employer Withdrawal Liability: The amount of the unfunded vested benefits allocated to any Employer that withdraws from the Plan shall be determined under Section 4211(b) of the Act. This method is known as the Statutory formula or Presumptive Rule with liabilities based on the employer's proportional share of unamortized unfunded vested benefits at the end of the Plan Year ending April 29, 1980, plus a share of change in unamortized unfunded vested benefits for each year of participation after April 28, 1980. (Proportional share is based on Employer share of Plan contributions for five years preceding the year in which the liability arose.)
- (b) De Minimis Rule: The amount of the unfunded vested benefits allocable under Section 4211 of the Multi-Employer Pension Plan Amendments Act of 1980 to an Employer who withdraws from the Plan shall be reduced by the smaller of:
 - (1) 3/4 of 1% of the Plan's unfunded vested obligation determined as of the end of the Plan Year ending before the date of withdrawal, or
 - (2) \$50,000 reduced by the amount, if any, by which the amount determined under Section 4211 for the Employer, determined without regard to this subsection exceeds \$100,000.
- (c) Payment of Withdrawal Liability: The amount of each annual payment of a withdrawing Employer to the Fund shall be determined in accordance with ERISA Section 4219(c)(1)(C).

IN WITNESS WHEREOF, the Trustees have adopted this total amendment and restatement of this Plan by signing this 30 day of November, 2014.

UNION TRUSTEES

Robert J. Veselich

Edwin L. Smyke Jr.

Norman Renger Jr.

Norman Renger

Charles Hoyer - Employer
Trustee

Thomas E. Chumace

EMPLOYER TRUSTEES

James S. Pavanich

Paul J. [unclear]

Terrence M. McDonough

John H. Welch

Edwin S. Strass

Terry Maurer - Union
Trustee

Appendix I

**BRICKLAYERS PENSION FUND
OF
WESTERN PENNSYLVANIA**

**FACTORS USED TO DETERMINE MONTHLY BENEFITS
UNDER 50% JOINT AND SURVIVOR ANNUITY**

Normal and Early Retirement Benefits

Participant's Age		60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	
Spouse's Age	40	0.850897	0.841223	0.831097	0.820528	0.809534	0.8	0.8	0.8	0.8	0.8	0.79	0.79	0.79	0.78	0.78	0.78	
	41	0.853625	0.844016	0.833953	0.823443	0.812503	0.801141	0.8	0.8	0.8	0.8	0.79	0.79	0.79	0.78	0.78	0.78	
	42	0.856448	0.846912	0.836917	0.826472	0.815593	0.804287	0.8	0.8	0.8	0.8	0.79	0.79	0.79	0.78	0.78	0.78	
	43	0.859366	0.849908	0.839988	0.829614	0.818803	0.807559	0.8	0.8	0.8	0.8	0.79	0.79	0.79	0.78	0.78	0.78	
	44	0.862376	0.853004	0.843166	0.832869	0.822131	0.810956	0.8	0.8	0.8	0.8	0.79	0.79	0.79	0.78	0.78	0.78	
	45	0.865477	0.856197	0.846448	0.836237	0.825579	0.814448	0.802969	0.8	0.8	0.8	0.8	0.79	0.79	0.79	0.78	0.78	0.78
	46	0.868665	0.859486	0.849833	0.839714	0.829145	0.818128	0.806696	0.8	0.8	0.8	0.8	0.79	0.79	0.79	0.78	0.78	0.78
	47	0.871936	0.862864	0.853316	0.843298	0.832824	0.821899	0.810552	0.8	0.8	0.8	0.8	0.79	0.79	0.79	0.78	0.78	0.78
	48	0.875283	0.866327	0.856892	0.846983	0.836613	0.825787	0.814533	0.81	0.8	0.8	0.8	0.79	0.79	0.79	0.78	0.78	0.78
	49	0.878703	0.869871	0.860556	0.850764	0.840507	0.83	0.818637	0.81	0.81	0.8	0.8	0.79	0.79	0.79	0.78	0.78	0.78
	50	0.882192	0.873493	0.864308	0.854642	0.844507	0.833906	0.83	0.811428	0.81	0.81	0.81	0.79	0.79	0.79	0.78	0.78	0.78
	51	0.885745	0.877187	0.868142	0.858612	0.848609	0.838134	0.83	0.82	0.81	0.81	0.81	0.8	0.79	0.79	0.78	0.78	0.78
	52	0.889354	0.880947	0.87205	0.862685	0.852803	0.842466	0.831678	0.820479	0.82	0.81	0.8	0.8	0.79	0.79	0.78	0.78	0.78
	53	0.89301	0.884763	0.876023	0.87	0.857083	0.846892	0.84	0.825183	0.82	0.82	0.82	0.8	0.8	0.8	0.78	0.78	0.78
	54	0.896709	0.888629	0.880057	0.870992	0.861444	0.85141	0.840917	0.84	0.82	0.82	0.82	0.81	0.8	0.8	0.79	0.78	0.78
	55	0.900443	0.892542	0.884146	0.875256	0.86588	0.86	0.845686	0.84	0.84	0.82	0.82	0.81	0.81	0.8	0.79	0.79	0.78
56	0.91	0.896495	0.888286	0.88	0.87039	0.860706	0.86	0.84	0.84	0.84	0.84	0.81	0.81	0.81	0.79	0.79	0.79	
57	0.91	0.900478	0.892466	0.883959	0.874961	0.865469	0.86	0.85	0.84	0.84	0.84	0.83	0.81	0.81	0.8	0.79	0.79	
58	0.911796	0.904481	0.9	0.888374	0.879582	0.870294	0.860529	0.850321	0.85	0.84	0.83	0.83	0.83	0.81	0.8	0.8	0.79	
59	0.92	0.908491	0.9009	0.9	0.884239	0.875166	0.87	0.855615	0.85	0.85	0.83	0.83	0.83	0.83	0.8	0.8	0.8	
60	0.92	0.912502	0.905134	0.9	0.89	0.88008	0.870753	0.87	0.850714	0.85	0.84	0.83	0.83	0.83	0.82	0.8	0.8	
61	0.923156	0.916502	0.91	0.901742	0.89363	0.89	0.875932	0.87	0.87	0.85	0.84	0.84	0.83	0.83	0.82	0.82	0.8	
62	0.94	0.920477	0.91358	0.91	0.898335	0.89	0.89	0.871838	0.87	0.87	0.840666	0.84	0.84	0.82	0.82	0.82	0.82	
63	0.94	0.93	0.917784	0.910635	0.903024	0.894922	0.89	0.88	0.87	0.87	0.86	0.84	0.84	0.83	0.82	0.82	0.82	
64	0.94	0.93	0.93	0.91503	0.907683	0.9	0.891535	0.882768	0.88	0.87	0.86	0.86	0.84	0.83	0.83	0.83	0.82	
65	0.95	0.932128	0.93	0.93	0.912296	0.904736	0.9	0.886215	0.88	0.88	0.86	0.86	0.86	0.83	0.83	0.83	0.83	
66	0.95	0.94	0.93	0.93	0.92	0.909569	0.90162	0.9	0.88494	0.88	0.87	0.86	0.86	0.85	0.83	0.83	0.83	
67	0.95	0.94	0.94	0.93	0.921322	0.92	0.906873	0.9	0.9	0.881637	0.872014	0.87	0.86	0.85	0.85	0.85	0.83	
68	0.97	0.943119	0.94	0.94	0.925713	0.92	0.92	0.90426	0.9	0.9	0.878243	0.87	0.87	0.85	0.85	0.85	0.85	
69	0.97	0.96	0.941506	0.94	0.930024	0.923618	0.92	0.91	0.901728	0.9	0.89	0.874777	0.87	0.86	0.85	0.85	0.85	
70	0.97	0.96	0.96	0.94	0.934255	0.93	0.921606	0.914643	0.91	0.9	0.890609	0.89	0.871258	0.860467	0.86	0.85	0.85	
71	0.98	0.96	0.96	0.96	0.938391	0.932588	0.93	0.919722	0.912629	0.91	0.896723	0.89	0.89	0.867685	0.86	0.86	0.86	
72	0.98	0.97	0.96	0.96	0.95	0.936923	0.931012	0.93	0.917951	0.91067	0.902761	0.894185	0.89	0.88	0.864114	0.86	0.86	
73	0.98	0.97	0.97	0.96	0.95	0.95	0.935547	0.93	0.93	0.916239	0.908702	0.90051	0.891621	0.881994	0.88	0.860566	0.86	
74	0.99	0.97	0.97	0.97	0.95011	0.95	0.95	0.934296	0.93	0.93	0.914513	0.906713	0.9	0.889017	0.88	0.88	0.88	
75	0.99	0.99	0.97	0.97	0.96	0.95	0.95	0.94	0.933151	0.93	0.920172	0.912768	0.904695	0.895908	0.886416	0.88	0.88	
76	0.99	0.99	0.99	0.97	0.96	0.96	0.95	0.943272	0.94	0.932058	0.925658	0.92	0.910995	0.90264	0.893591	0.883829	0.88	
77	0.99	0.99	0.99	0.99	0.960532	0.96	0.96	0.947493	0.942455	0.94	0.930951	0.924343	0.92	0.909183	0.900584	0.891283	0.89	
78	0.99	0.99	0.99	0.99	0.98	0.96	0.96	0.96	0.96	0.946814	0.941682	0.936033	0.92982	0.922996	0.916511	0.907365	0.898532	
79	0.99	0.99	0.99	0.99	0.98	0.98	0.96	0.96	0.96	0.96	0.946195	0.940914	0.935093	0.928684	0.921635	0.913944	0.905584	
80	0.99	0.99	0.99	0.99	0.98	0.98	0.98	0.98	0.96	0.96	0.945581	0.940146	0.934147	0.927533	0.920297	0.912412	0.912412	

Appendix II

BRICKLAYERS PENSION FUND
OF
WESTERN PENNSYLVANIA

FACTORS USED TO DETERMINE MONTHLY BENEFITS
UNDER 75% JOINT AND SURVIVOR ANNUITY

Normal and Early Retirement Benefits

Spouse's Age	Participant's Age															
	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75
40	0.791863	0.779352	0.766375	0.752961	0.739143	0.724945	0.72	0.71	0.71	0.71	0.7	0.7	0.7	0.69	0.69	0.69
41	0.79541	0.782952	0.770022	0.756647	0.742861	0.728688	0.72	0.71	0.71	0.71	0.7	0.7	0.7	0.69	0.69	0.69
42	0.799092	0.786695	0.773818	0.760488	0.746741	0.732597	0.72	0.71	0.71	0.71	0.7	0.7	0.7	0.69	0.69	0.69
43	0.802908	0.790579	0.777763	0.764486	0.750783	0.736675	0.722216	0.71	0.71	0.71	0.7	0.7	0.7	0.69	0.69	0.69
44	0.806855	0.794602	0.781855	0.768638	0.754986	0.740922	0.726498	0.71178	0.71	0.71	0.7	0.7	0.7	0.69	0.69	0.69
45	0.810933	0.798765	0.786095	0.772947	0.759355	0.745342	0.730958	0.716273	0.71	0.71	0.7	0.7	0.7	0.69	0.69	0.69
46	0.815137	0.803065	0.790481	0.777411	0.763888	0.749933	0.735598	0.720952	0.71	0.71	0.7	0.7	0.7	0.69	0.69	0.69
47	0.819464	0.807496	0.795009	0.782026	0.76858	0.754693	0.740416	0.725817	0.710875	0.71	0.7	0.7	0.7	0.69	0.69	0.69
48	0.823906	0.812053	0.799672	0.786787	0.773429	0.759619	0.745409	0.730865	0.715968	0.71	0.7	0.7	0.7	0.69	0.69	0.69
49	0.828458	0.81673	0.804467	0.79169	0.77843	0.764708	0.750574	0.736096	0.73	0.71	0.7	0.7	0.7	0.69	0.69	0.69
50	0.833117	0.821528	0.809394	0.8	0.783586	0.769963	0.76	0.741513	0.73	0.73	0.7	0.7	0.7	0.69	0.69	0.69
51	0.837879	0.826439	0.814446	0.801921	0.788893	0.77538	0.761433	0.75	0.73241	0.73	0.72	0.7	0.7	0.69	0.69	0.69
52	0.842732	0.831454	0.82	0.807234	0.794341	0.780952	0.767116	0.752899	0.75	0.73	0.72	0.72	0.7	0.69	0.69	0.69
53	0.85	0.836561	0.824889	0.82	0.799922	0.786689	0.78	0.768853	0.75	0.75	0.72	0.72	0.72	0.69	0.69	0.69
54	0.852672	0.841756	0.830265	0.82	0.805631	0.79253	0.78	0.77	0.750568	0.75	0.74	0.72	0.72	0.71	0.69	0.69
55	0.857746	0.847031	0.84	0.82387	0.811464	0.8	0.78511	0.771271	0.77	0.75	0.74	0.74	0.72	0.71	0.71	0.69
56	0.87	0.852382	0.841294	0.84	0.817417	0.804663	0.8	0.777733	0.77	0.77	0.74	0.74	0.74	0.71	0.71	0.71
57	0.87	0.86	0.84693	0.84	0.823478	0.810922	0.8	0.79	0.770372	0.77	0.76	0.74	0.74	0.73	0.71	0.71
58	0.873283	0.863253	0.86	0.841412	0.82963	0.82	0.804432	0.791115	0.79	0.77	0.76	0.76	0.74	0.73	0.73	0.71
59	0.89	0.868742	0.86	0.86	0.835859	0.82375	0.82	0.798005	0.79	0.79	0.76	0.76	0.76	0.73	0.73	0.73
60	0.89	0.88	0.864145	0.86	0.842156	0.830296	0.82	0.81	0.791625	0.79	0.78	0.76	0.76	0.75	0.73	0.73
61	0.89	0.88	0.88	0.86	0.848502	0.84	0.824768	0.812134	0.81	0.79	0.78	0.78	0.76	0.75	0.75	0.73
62	0.91	0.885277	0.88	0.88	0.854879	0.843568	0.84	0.819334	0.81	0.81	0.78	0.78	0.78	0.75	0.75	0.75
63	0.91	0.9	0.881518	0.88	0.861264	0.850251	0.84	0.83	0.813964	0.81	0.8	0.78	0.78	0.77	0.75	0.75
64	0.91	0.9	0.9	0.88	0.867634	0.86	0.845672	0.833899	0.83	0.81	0.8	0.8	0.78	0.77	0.77	0.75
65	0.93	0.901534	0.9	0.9	0.873971	0.8636	0.86	0.841199	0.83	0.83	0.803034	0.8	0.8	0.77	0.77	0.77
66	0.93	0.91	0.9	0.9	0.880251	0.870221	0.86	0.85	0.836799	0.83	0.82	0.8	0.8	0.79	0.77	0.77
67	0.93	0.911977	0.91	0.9	0.88645	0.88	0.866525	0.855748	0.85	0.832375	0.82	0.82	0.8	0.79	0.79	0.77
68	0.95	0.917038	0.91	0.91	0.892561	0.883245	0.88	0.86295	0.851964	0.85	0.827846	0.82	0.82	0.79	0.79	0.79
69	0.95	0.93	0.914752	0.91	0.9	0.889642	0.880137	0.870103	0.859496	0.85	0.84	0.823234	0.82	0.81	0.79	0.79
70	0.95	0.93	0.93	0.912512	0.904521	0.9	0.886845	0.877205	0.87	0.856106	0.844423	0.84	0.82	0.81	0.81	0.79
71	0.97	0.931569	0.93	0.93	0.910348	0.902179	0.9	0.884229	0.87443	0.87	0.852691	0.840601	0.84	0.813844	0.81	0.81
72	0.97	0.95	0.93	0.93	0.92	0.908277	0.9	0.891152	0.881776	0.871734	0.860905	0.849253	0.84	0.83	0.81	0.81
73	0.97	0.95	0.95	0.93	0.921604	0.92	0.906339	0.897947	0.89	0.879409	0.869032	0.86	0.845788	0.832854	0.83	0.81
74	0.99	0.95	0.95	0.95	0.926987	0.920018	0.92	0.904578	0.89608	0.89	0.877026	0.866305	0.86	0.842278	0.83	0.83
75	0.99	0.97	0.95	0.95	0.94	0.925612	0.92	0.911022	0.90297	0.894289	0.884854	0.874621	0.863545	0.851587	0.83878	0.83
76	0.99	0.97	0.97	0.95	0.94	0.94	0.924354	0.917255	0.91	0.901435	0.892483	0.882748	0.872181	0.860739	0.85	0.83531
77	0.99	0.97	0.97	0.97	0.941943	0.94	0.94	0.923254	0.916097	0.91	0.899883	0.890651	0.880604	0.869692	0.857937	0.85
78	0.99	0.99	0.97	0.97	0.96	0.941086	0.94	0.93	0.922287	0.915001	0.907023	0.898299	0.888776	0.878404	0.867198	0.855147
79	0.99	0.99	0.99	0.97	0.96	0.96	0.940346	0.934511	0.93	0.921407	0.913914	0.9057	0.896709	0.886885	0.876242	0.86476
80	0.99	0.99	0.99	0.99	0.96	0.96	0.96	0.939767	0.933916	0.93	0.920534	0.912828	0.904369	0.8951	0.885028	0.87413

Appendix III

**BRICKLAYERS PENSION FUND
OF
WESTERN PENNSYLVANIA**

**FACTORS USED TO DETERMINE MONTHLY BENEFITS
UNDER 100% JOINT AND SURVIVOR ANNUITY**

Normal and Early Retirement Benefits

Participant's Age		60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75
Spouse's Age	40	0.740489	0.725958	0.711006	0.695674	0.680014	0.664061	0.66	0.65	0.65	0.65	0.63	0.63	0.63	0.62	0.62	0.62
	41	0.744629	0.730128	0.715196	0.699875	0.684215	0.668252	0.66	0.65	0.65	0.65	0.63	0.63	0.63	0.62	0.62	0.62
	42	0.748937	0.734473	0.719567	0.704262	0.688609	0.672642	0.66	0.65	0.65	0.65	0.63	0.63	0.63	0.62	0.62	0.62
	43	0.753411	0.738992	0.724121	0.708839	0.693197	0.677231	0.66101	0.65	0.65	0.65	0.63	0.63	0.63	0.62	0.62	0.62
	44	0.75805	0.743685	0.728856	0.713604	0.697981	0.682023	0.665798	0.65	0.65	0.65	0.63	0.63	0.63	0.62	0.62	0.62
	45	0.762856	0.748553	0.733776	0.718563	0.702967	0.687023	0.6708	0.654384	0.65	0.65	0.63	0.63	0.63	0.62	0.62	0.62
	46	0.767823	0.753595	0.738878	0.723714	0.708153	0.692231	0.676018	0.659599	0.65	0.65	0.63	0.63	0.63	0.62	0.62	0.62
	47	0.772949	0.758805	0.74416	0.729054	0.713538	0.697647	0.681452	0.665036	0.65	0.65	0.63	0.63	0.63	0.62	0.62	0.62
	48	0.778226	0.764178	0.749616	0.734579	0.719118	0.703268	0.687099	0.670696	0.654044	0.65	0.63	0.63	0.63	0.62	0.62	0.62
	49	0.783648	0.769709	0.755242	0.740287	0.724892	0.71	0.69296	0.676578	0.67	0.65	0.63	0.63	0.63	0.62	0.62	0.62
	50	0.789215	0.775399	0.761041	0.746179	0.730863	0.715128	0.71	0.682691	0.67	0.67	0.631648	0.63	0.63	0.62	0.62	0.62
	51	0.794921	0.781241	0.767006	0.752252	0.737029	0.721369	0.71	0.69	0.672432	0.67	0.65	0.63	0.63	0.62	0.62	0.62
	52	0.800754	0.787226	0.773128	0.758497	0.74338	0.73	0.711856	0.695604	0.69	0.67	0.65	0.65	0.63	0.62	0.62	0.62
	53	0.81	0.79334	0.779396	0.77	0.749908	0.734443	0.73	0.702393	0.69	0.69	0.651528	0.65	0.65	0.62	0.62	0.62
	54	0.812758	0.79958	0.785905	0.771467	0.75661	0.741266	0.73	0.72	0.692953	0.69	0.68	0.65	0.65	0.64	0.62	0.62
	55	0.818915	0.805937	0.792349	0.778183	0.763482	0.75	0.732631	0.72	0.72	0.69	0.68	0.68	0.65	0.64	0.64	0.62
	56	0.83	0.812406	0.799024	0.79	0.770522	0.755473	0.75	0.724086	0.72	0.72	0.68	0.68	0.68	0.64	0.64	0.64
57	0.831498	0.82	0.805814	0.792048	0.78	0.762843	0.75	0.74	0.72	0.72	0.7	0.68	0.68	0.66	0.64	0.64	
58	0.837891	0.825619	0.82	0.799166	0.785048	0.78	0.755201	0.74	0.74	0.72	0.7	0.7	0.68	0.66	0.66	0.64	
59	0.85	0.832326	0.82	0.82	0.792498	0.78	0.78	0.747663	0.74	0.74	0.7	0.7	0.7	0.66	0.66	0.66	
60	0.850796	0.84	0.826708	0.82	0.800061	0.785842	0.78	0.76	0.740211	0.74	0.73	0.7	0.7	0.69	0.66	0.66	
61	0.85728	0.845872	0.84	0.821066	0.807714	0.8	0.78	0.764274	0.76	0.74	0.73	0.73	0.7	0.69	0.69	0.66	
62	0.88	0.85267	0.840909	0.84	0.815433	0.801761	0.8	0.772795	0.76	0.76	0.73	0.73	0.73	0.69	0.69	0.69	
63	0.88	0.86	0.848026	0.84	0.83	0.809828	0.8	0.79	0.766436	0.76	0.75	0.73	0.73	0.71	0.69	0.69	
64	0.88	0.866198	0.86	0.843369	0.83097	0.83	0.804296	0.790139	0.79	0.760063	0.75	0.75	0.73	0.71	0.71	0.69	
65	0.9	0.872884	0.862168	0.86	0.838736	0.83	0.83	0.798909	0.79	0.79	0.753559	0.75	0.75	0.71	0.71	0.71	
66	0.9	0.89	0.869147	0.86	0.85	0.834137	0.83	0.81	0.793625	0.79	0.77	0.75	0.75	0.73	0.71	0.71	
67	0.9	0.89	0.89	0.865404	0.854121	0.85	0.83	0.816487	0.81	0.79	0.773072	0.77	0.75	0.73	0.73	0.71	
68	0.93	0.892361	0.89	0.89	0.8617	0.850158	0.85	0.82525	0.8119	0.81	0.782918	0.77	0.77	0.733155	0.73	0.73	
69	0.93	0.91	0.89	0.89	0.87	0.858077	0.85	0.84	0.821043	0.81	0.8	0.777426	0.77	0.76	0.73	0.73	
70	0.93	0.91	0.91	0.89	0.876621	0.87	0.85461	0.842711	0.84	0.816923	0.802791	0.8	0.771884	0.76	0.76	0.73	
71	0.95	0.910794	0.91	0.91	0.883933	0.873691	0.87	0.851375	0.84	0.84	0.812781	0.8	0.8	0.766293	0.76	0.76	
72	0.95	0.94	0.91	0.91	0.9	0.881331	0.870929	0.86	0.848345	0.84	0.822758	0.80862	0.8	0.78	0.76074	0.76	
73	0.95	0.94	0.94	0.91	0.9	0.9	0.8789	0.868406	0.86	0.845425	0.83268	0.82	0.804437	0.7889	0.78	0.76	
74	0.97	0.94	0.94	0.94	0.904962	0.9	0.9	0.876693	0.866079	0.86	0.842491	0.829345	0.82	0.800207	0.784265	0.78	
75	0.97	0.96	0.94	0.94	0.92	0.903216	0.9	0.88478	0.87468	0.863849	0.852147	0.839534	0.825976	0.811444	0.796003	0.78	
76	0.97	0.96	0.96	0.94	0.92	0.92	0.901619	0.892634	0.883056	0.87276	0.861604	0.85	0.836539	0.822555	0.81	0.79184	
77	0.99	0.96	0.96	0.96	0.92406	0.92	0.92	0.900225	0.891173	0.88142	0.870821	0.859329	0.85	0.833488	0.819147	0.81	
78	0.99	0.98	0.96	0.96	0.95	0.922961	0.92	0.91	0.898999	0.889791	0.879757	0.868844	0.857003	0.844187	0.830437	0.815758	
79	0.99	0.98	0.98	0.96	0.95	0.95	0.922013	0.914547	0.91	0.897885	0.888421	0.878098	0.866862	0.854466	0.841526	0.827459	
80	0.99	0.98	0.98	0.98	0.95	0.95	0.95	0.921269	0.913788	0.91	0.89678	0.887052	0.876431	0.864859	0.852362	0.838931	

Appendix IV

**BRICKLAYERS PENSION FUND
OF
WESTERN PENNSYLVANIA**

**FACTORS USED TO DETERMINE MONTHLY BENEFITS
UNDER 50% JOINT AND SURVIVOR ANNUITY**

Disability Retirement Benefits

Disability factors to convert a single life annuity to a 50% Joint and Survivor

Participants Age

Spouse's Age	Participants Age															
	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59
40	0.899782	0.892675	0.88516	0.87723	0.868882	0.860116	0.850897	0.841223	0.831097	0.820528	0.809534	0.8	0.8	0.8	0.8	0.8
41	0.90206	0.895033	0.887596	0.879742	0.871468	0.862774	0.853625	0.844016	0.833953	0.823443	0.812503	0.801141	0.8	0.8	0.8	0.8
42	0.904397	0.897456	0.890103	0.882332	0.874138	0.865523	0.856448	0.846912	0.836917	0.826472	0.815593	0.804287	0.8	0.8	0.8	0.8
43	0.906791	0.899941	0.892679	0.884997	0.87689	0.868359	0.859366	0.849908	0.839988	0.829614	0.818803	0.807559	0.8	0.8	0.8	0.8
44	0.909238	0.902486	0.895321	0.887734	0.879721	0.871281	0.862376	0.853004	0.843166	0.832869	0.822131	0.810956	0.8	0.8	0.8	0.8
45	0.911735	0.905087	0.898025	0.890541	0.882628	0.874286	0.865477	0.856197	0.846448	0.836237	0.825579	0.814448	0.802969	0.8	0.8	0.8
46	0.914278	0.90774	0.900788	0.893413	0.885608	0.877371	0.868665	0.859486	0.849833	0.839714	0.829145	0.818128	0.806696	0.8	0.8	0.8
47	0.91686	0.91044	0.903605	0.896345	0.888655	0.880531	0.871936	0.862864	0.853316	0.843298	0.832824	0.821899	0.810552	0.8	0.8	0.8
48	0.919477	0.91318	0.906468	0.899331	0.891763	0.88376	0.875283	0.866327	0.856892	0.846583	0.836613	0.825787	0.814533	0.81	0.8	0.8
49	0.922123	0.915955	0.909373	0.902366	0.894927	0.887053	0.878703	0.869871	0.860556	0.850764	0.840507	0.83	0.818637	0.81	0.81	0.8
50	0.924794	0.918762	0.912316	0.905447	0.898145	0.890407	0.882192	0.873493	0.864308	0.854642	0.844507	0.833906	0.83	0.811428	0.81	0.81
51	0.927485	0.921594	0.915293	0.908568	0.901411	0.893817	0.885745	0.877187	0.868142	0.858612	0.848609	0.838134	0.83	0.82	0.81	0.81
52	0.930188	0.924446	0.92	0.911721	0.904716	0.897274	0.889354	0.880947	0.87205	0.862665	0.852803	0.842466	0.831678	0.820479	0.82	0.81
53	0.94	0.927308	0.921312	0.92	0.908052	0.90077	0.89301	0.884763	0.876023	0.87	0.857083	0.846892	0.84	0.825183	0.82	0.82
54	0.94	0.930176	0.924342	0.92	0.911414	0.9043	0.896709	0.888629	0.880057	0.870992	0.861444	0.85141	0.840917	0.84	0.82	0.82
55	0.94	0.933044	0.93	0.9213	0.914795	0.91	0.900443	0.892542	0.884146	0.875256	0.86588	0.86	0.845686	0.84	0.84	0.82
56	0.95	0.935909	0.930417	0.93	0.918192	0.911438	0.91	0.896495	0.888286	0.88	0.87039	0.860706	0.86	0.84	0.84	0.84
57	0.95	0.95	0.933449	0.93	0.921595	0.915032	0.91	0.900476	0.892466	0.883959	0.874961	0.865469	0.86	0.85	0.84	0.84
58	0.95	0.95	0.95	0.930936	0.924994	0.92	0.911796	0.904481	0.9	0.888374	0.879582	0.870294	0.860529	0.850321	0.85	0.84
59	0.97	0.95	0.95	0.95	0.928378	0.922217	0.92	0.908491	0.9009	0.9	0.884239	0.875166	0.87	0.855615	0.85	0.85
60	0.97	0.96	0.95	0.95	0.94	0.925793	0.92	0.912502	0.905134	0.9	0.89	0.88008	0.870753	0.87	0.850714	0.85
61	0.97	0.96	0.96	0.95	0.94	0.94	0.923156	0.916502	0.91	0.901742	0.89363	0.89	0.875932	0.87	0.87	0.85
62	0.98	0.96	0.96	0.96	0.94	0.94	0.94	0.920477	0.91358	0.91	0.898335	0.89	0.89	0.871838	0.87	0.87
63	0.98	0.98	0.96	0.96	0.95	0.94	0.94	0.93	0.917764	0.910635	0.903024	0.894922	0.89	0.88	0.87	0.87
64	0.98	0.98	0.98	0.96	0.95	0.95	0.94	0.93	0.93	0.91503	0.907683	0.9	0.891535	0.882768	0.88	0.87
65	0.99	0.98	0.98	0.88	0.95	0.95	0.95	0.932128	0.93	0.93	0.912296	0.904736	0.9	0.888215	0.88	0.88
66	0.99	0.99	0.98	0.98	0.97	0.95	0.95	0.94	0.93	0.93	0.92	0.909569	0.90182	0.9	0.88494	0.88
67	0.99	0.99	0.99	0.98	0.97	0.97	0.95	0.94	0.94	0.93	0.921322	0.92	0.906873	0.9	0.9	0.881637
68	0.99	0.99	0.99	0.99	0.97	0.97	0.97	0.943119	0.94	0.94	0.925713	0.92	0.92	0.90426	0.9	0.9
69	0.99	0.99	0.99	0.99	0.98	0.97	0.97	0.96	0.941506	0.94	0.930024	0.923618	0.92	0.91	0.901728	0.9
70	0.99	0.99	0.99	0.99	0.98	0.98	0.97	0.96	0.96	0.94	0.934255	0.93	0.921606	0.914643	0.91	0.9
71	0.99	0.99	0.99	0.99	0.98	0.98	0.98	0.96	0.96	0.96	0.938391	0.932588	0.93	0.919722	0.912629	0.91
72	0.99	0.99	0.99	0.99	0.98	0.98	0.98	0.97	0.96	0.96	0.95	0.936923	0.931012	0.93	0.917951	0.91067
73	0.99	0.99	0.99	0.99	0.99	0.99	0.98	0.97	0.97	0.96	0.95	0.95	0.935547	0.93	0.93	0.916239
74	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.97	0.97	0.97	0.95011	0.95	0.95	0.934296	0.93	0.93
75	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.97	0.97	0.96	0.95	0.95	0.94	0.933151	0.93
76	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.97	0.96	0.96	0.95	0.943272	0.94	0.932058
77	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.960532	0.96	0.96	0.947493	0.942455	0.94
78	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.98	0.96	0.96	0.96	0.946814	0.941682
79	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.98	0.98	0.96	0.96	0.96	0.946195
80	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.98	0.98	0.98	0.96	0.96	0.96

Appendix V

BRICKLAYERS PENSION FUND
OF
WESTERN PENNSYLVANIA

FACTORS USED TO DETERMINE MONTHLY BENEFITS
UNDER 75% JOINT AND SURVIVOR ANNUITY

Disability Retirement Benefits

Disability factors to convert a single life annuity to a 75% Joint and Survivor

Participants Age

Spouse's Age	Participants Age															
	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59
40	0.856847	0.847212	0.837094	0.826496	0.815423	0.803891	0.791863	0.779352	0.766375	0.752961	0.739143	0.724945	0.72	0.71	0.71	0.71
41	0.859948	0.8504	0.840365	0.829844	0.818844	0.807378	0.79541	0.782952	0.770022	0.756647	0.742861	0.728688	0.72	0.71	0.71	0.71
42	0.863138	0.853685	0.843741	0.833305	0.822385	0.810993	0.799092	0.786695	0.773818	0.760488	0.746741	0.732597	0.72	0.71	0.71	0.71
43	0.866412	0.857063	0.847217	0.836875	0.826043	0.814733	0.802908	0.790579	0.777763	0.764486	0.750783	0.736675	0.722216	0.71	0.71	0.71
44	0.869767	0.860529	0.850791	0.840551	0.829816	0.818596	0.806855	0.794602	0.781855	0.768638	0.754986	0.740922	0.726488	0.71178	0.71	0.71
45	0.873198	0.864081	0.854459	0.844331	0.833701	0.822581	0.810933	0.798765	0.786095	0.772947	0.759355	0.745342	0.730958	0.716273	0.71	0.71
46	0.876701	0.867713	0.858216	0.848209	0.837695	0.826683	0.815137	0.803065	0.790481	0.777411	0.763888	0.749933	0.735598	0.720952	0.71	0.71
47	0.880268	0.871418	0.862055	0.852179	0.84179	0.830898	0.819464	0.807496	0.795009	0.782026	0.76858	0.754693	0.740416	0.725817	0.710875	0.71
48	0.88389	0.875188	0.86597	0.856233	0.84598	0.835217	0.823906	0.812053	0.799672	0.786877	0.773429	0.759619	0.745409	0.730865	0.715968	0.71
49	0.887562	0.879016	0.869952	0.860366	0.850258	0.839635	0.828458	0.81673	0.804467	0.79169	0.77843	0.764708	0.750574	0.736096	0.73	0.71
50	0.891279	0.882899	0.873999	0.864573	0.854622	0.84415	0.833117	0.821528	0.809394	0.8	0.783586	0.769963	0.76	0.741513	0.73	0.73
51	0.895033	0.886828	0.878102	0.868848	0.859064	0.848755	0.837879	0.826439	0.814446	0.801921	0.788893	0.77538	0.761433	0.75	0.73241	0.73
52	0.898814	0.890794	0.882251	0.873179	0.863574	0.853439	0.842732	0.831454	0.82	0.807234	0.794341	0.780952	0.767116	0.752899	0.75	0.73
53	0.91	0.894786	0.886436	0.88	0.86814	0.858191	0.85	0.836561	0.824889	0.82	0.799922	0.786669	0.78	0.758853	0.75	0.75
54	0.91	0.9	0.89065	0.881972	0.872756	0.863005	0.852672	0.841756	0.830265	0.82	0.805631	0.79253	0.78	0.77	0.750568	0.75
55	0.910235	0.90282	0.9	0.886419	0.877415	0.87	0.857746	0.847031	0.84	0.82387	0.811464	0.8	0.78511	0.771271	0.77	0.75
56	0.93	0.906849	0.9	0.9	0.88211	0.87279	0.87	0.852382	0.841294	0.84	0.817417	0.804663	0.8	0.777733	0.77	0.77
57	0.93	0.92	0.903388	0.9	0.89	0.877742	0.87	0.86	0.84693	0.84	0.823478	0.810922	0.8	0.79	0.770372	0.77
58	0.93	0.92	0.92	0.9	0.891558	0.89	0.873283	0.863253	0.86	0.841412	0.82863	0.82	0.804432	0.791115	0.79	0.77
59	0.95	0.92	0.92	0.92	0.896282	0.89	0.89	0.868742	0.86	0.86	0.835859	0.82375	0.82	0.798005	0.79	0.79
60	0.95	0.94	0.92	0.92	0.91	0.892671	0.89	0.88	0.864145	0.86	0.842156	0.830296	0.82	0.81	0.791625	0.79
61	0.95	0.94	0.94	0.92	0.91	0.91	0.89	0.88	0.88	0.86	0.848502	0.84	0.824768	0.812134	0.81	0.79
62	0.97	0.94	0.94	0.94	0.910323	0.91	0.91	0.885277	0.88	0.88	0.854879	0.843568	0.84	0.819334	0.81	0.81
63	0.97	0.96	0.94	0.94	0.93	0.91	0.91	0.9	0.881518	0.88	0.861264	0.850251	0.84	0.83	0.813964	0.81
64	0.97	0.96	0.96	0.94	0.93	0.93	0.91	0.9	0.9	0.88	0.867634	0.86	0.845672	0.833889	0.83	0.81
65	0.99	0.96	0.96	0.96	0.93	0.93	0.93	0.901534	0.9	0.9	0.873971	0.8636	0.86	0.841199	0.83	0.83
66	0.99	0.98	0.96	0.96	0.95	0.93	0.93	0.91	0.9	0.9	0.880251	0.870221	0.86	0.85	0.836799	0.83
67	0.99	0.98	0.98	0.96	0.95	0.95	0.93	0.911977	0.91	0.9	0.88645	0.88	0.866525	0.855748	0.85	0.832375
68	0.99	0.98	0.98	0.98	0.95	0.95	0.95	0.917038	0.91	0.91	0.892561	0.883245	0.88	0.86295	0.851964	0.85
69	0.99	0.99	0.98	0.98	0.97	0.95	0.95	0.93	0.914752	0.91	0.9	0.889642	0.880137	0.870303	0.859496	0.85
70	0.99	0.99	0.99	0.98	0.97	0.97	0.95	0.93	0.93	0.912512	0.904521	0.9	0.886845	0.877205	0.87	0.856106
71	0.99	0.99	0.99	0.99	0.97	0.97	0.97	0.931569	0.93	0.93	0.910348	0.902179	0.9	0.884229	0.87443	0.87
72	0.99	0.99	0.99	0.99	0.99	0.97	0.97	0.95	0.93	0.93	0.92	0.908277	0.9	0.891152	0.881776	0.871734
73	0.99	0.99	0.99	0.99	0.99	0.99	0.97	0.95	0.95	0.93	0.921604	0.92	0.906339	0.897947	0.89	0.879409
74	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.95	0.95	0.95	0.926987	0.920018	0.92	0.904578	0.89608	0.89
75	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.97	0.95	0.95	0.94	0.925612	0.92	0.911022	0.90297	0.894289
76	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.97	0.97	0.95	0.94	0.94	0.924354	0.917255	0.91	0.901435
77	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.97	0.97	0.97	0.941943	0.94	0.94	0.923254	0.916097	0.91
78	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.97	0.97	0.96	0.941086	0.94	0.93	0.922287	0.915001
79	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.97	0.96	0.96	0.940346	0.934511	0.93	0.921407
80	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.96	0.96	0.96	0.939767	0.933916	0.93

Appendix VI

BRICKLAYERS PENSION FUND
OF
WESTERN PENNSYLVANIA

FACTORS USED TO DETERMINE MONTHLY BENEFITS
UNDER 100% JOINT AND SURVIVOR ANNUITY

Disability Retirement Benefits

Disability factors to convert a single life annuity to a 100% Joint and Survivor
Participants-Age-

Spouse's Age	Participants-Age-															
	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59
40	0.817822	0.806155	0.79398	0.781309	0.768162	0.754565	0.740489	0.725958	0.711006	0.695674	0.680014	0.664061	0.66	0.65	0.65	0.65
41	0.821592	0.810008	0.797907	0.785303	0.772214	0.758666	0.744629	0.730128	0.715196	0.699875	0.684215	0.668252	0.66	0.65	0.65	0.65
42	0.825479	0.813986	0.801969	0.78944	0.776417	0.762927	0.748937	0.734473	0.719567	0.704262	0.688609	0.672642	0.66	0.65	0.65	0.65
43	0.829476	0.818085	0.806161	0.793717	0.78077	0.767345	0.753411	0.738992	0.724121	0.708839	0.693197	0.677231	0.66101	0.65	0.65	0.65
44	0.83358	0.8223	0.81048	0.798131	0.785269	0.77192	0.75805	0.743685	0.728856	0.713604	0.697981	0.682023	0.665798	0.65	0.65	0.65
45	0.837788	0.82663	0.814924	0.80268	0.789914	0.77665	0.762856	0.748553	0.733776	0.718563	0.702967	0.687023	0.6708	0.654384	0.65	0.65
46	0.842091	0.831066	0.819486	0.807359	0.7947	0.781533	0.767823	0.753595	0.738878	0.723714	0.708153	0.692231	0.676018	0.659599	0.65	0.65
47	0.846484	0.835603	0.824159	0.81216	0.79962	0.786561	0.772949	0.758805	0.74416	0.729054	0.713538	0.697647	0.681452	0.665036	0.65	0.65
48	0.850956	0.840231	0.828936	0.817077	0.804668	0.791729	0.778226	0.764178	0.749616	0.734579	0.719118	0.703268	0.687099	0.670696	0.654044	0.65
49	0.855499	0.844942	0.833807	0.822102	0.809836	0.79703	0.783648	0.769709	0.755242	0.740287	0.724892	0.71	0.69296	0.676578	0.67	0.65
50	0.860108	0.849731	0.83877	0.82723	0.815121	0.802463	0.789215	0.775399	0.761041	0.746179	0.730863	0.715128	0.71	0.682691	0.67	0.67
51	0.864775	0.85459	0.843815	0.832455	0.820517	0.808019	0.794921	0.781241	0.767006	0.752252	0.737029	0.721369	0.71	0.69	0.672432	0.67
52	0.869488	0.859506	0.85	0.837764	0.82601	0.813687	0.800754	0.787226	0.773128	0.758497	0.74338	0.73	0.711856	0.695604	0.69	0.67
53	0.88	0.864468	0.854105	0.85	0.831589	0.819456	0.81	0.79334	0.779396	0.77	0.749908	0.734443	0.73	0.702393	0.69	0.69
54	0.88	0.87	0.859327	0.85	0.837245	0.825317	0.812758	0.79958	0.785805	0.771467	0.75661	0.741266	0.73	0.72	0.692953	0.69
55	0.883791	0.874492	0.87	0.854083	0.84297	0.831263	0.818915	0.805937	0.792349	0.778183	0.763482	0.75	0.732631	0.72	0.72	0.69
56	0.91	0.879539	0.87	0.87	0.848757	0.837286	0.83	0.812406	0.799024	0.79	0.770522	0.755473	0.75	0.724086	0.72	0.72
57	0.91	0.89	0.875203	0.87	0.854591	0.843373	0.831498	0.82	0.805814	0.792048	0.78	0.762843	0.75	0.74	0.72	0.72
58	0.91	0.89	0.89	0.870795	0.860455	0.85	0.837891	0.825619	0.82	0.799166	0.785048	0.78	0.755201	0.74	0.74	0.72
59	0.93	0.894658	0.89	0.89	0.86633	0.855662	0.85	0.832326	0.82	0.792498	0.78	0.78	0.747663	0.74	0.74	0.74
60	0.93	0.92	0.891109	0.89	0.88	0.861838	0.850796	0.84	0.826708	0.82	0.800061	0.785842	0.78	0.76	0.740211	0.74
61	0.93	0.92	0.92	0.89	0.88	0.88	0.85728	0.845872	0.84	0.821066	0.807714	0.8	0.78	0.764274	0.76	0.74
62	0.96	0.92	0.92	0.92	0.883901	0.88	0.88	0.85267	0.840909	0.84	0.815433	0.801761	0.8	0.772795	0.76	0.76
63	0.96	0.94	0.92	0.92	0.9	0.880274	0.88	0.86	0.848026	0.84	0.83	0.809828	0.8	0.79	0.766436	0.76
64	0.96	0.94	0.94	0.92	0.9	0.9	0.88	0.866198	0.86	0.843369	0.83097	0.83	0.804296	0.790139	0.79	0.760063
65	0.98	0.94	0.94	0.94	0.900989	0.9	0.9	0.872884	0.862168	0.86	0.838736	0.83	0.83	0.798909	0.79	0.79
66	0.98	0.97	0.94	0.94	0.93	0.9	0.9	0.89	0.869147	0.86	0.85	0.834137	0.83	0.81	0.793625	0.79
67	0.98	0.97	0.97	0.94	0.93	0.93	0.9	0.89	0.89	0.865404	0.854121	0.85	0.83	0.816487	0.81	0.79
68	0.99	0.97	0.97	0.97	0.93	0.93	0.93	0.892361	0.89	0.89	0.8617	0.850158	0.85	0.82525	0.8119	0.81
69	0.99	0.99	0.97	0.97	0.95	0.93	0.93	0.91	0.89	0.89	0.87	0.858077	0.85	0.84	0.821043	0.81
70	0.99	0.99	0.99	0.97	0.95	0.95	0.93	0.91	0.91	0.89	0.876621	0.87	0.85461	0.842711	0.84	0.816923
71	0.99	0.99	0.99	0.99	0.95	0.95	0.95	0.910794	0.91	0.91	0.883933	0.873691	0.87	0.851375	0.84	0.84
72	0.99	0.99	0.99	0.99	0.97	0.95	0.95	0.94	0.91	0.91	0.91	0.9	0.881331	0.870929	0.86	0.848345
73	0.99	0.99	0.99	0.99	0.97	0.97	0.95	0.94	0.94	0.91	0.9	0.9	0.8789	0.868406	0.86	0.845425
74	0.99	0.99	0.99	0.99	0.97	0.97	0.97	0.94	0.94	0.94	0.904962	0.9	0.9	0.876693	0.866079	0.86
75	0.99	0.99	0.99	0.99	0.99	0.97	0.97	0.96	0.94	0.94	0.92	0.903216	0.9	0.88478	0.87468	0.863849
76	0.99	0.99	0.99	0.99	0.99	0.99	0.97	0.96	0.96	0.94	0.92	0.92	0.901619	0.892634	0.883056	0.87276
77	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.96	0.96	0.96	0.92406	0.92	0.92	0.900225	0.891173	0.88142
78	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.98	0.96	0.96	0.95	0.922961	0.92	0.91	0.898999	0.889791
79	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.98	0.98	0.96	0.95	0.95	0.922013	0.914547	0.91	0.897885
80	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.98	0.98	0.98	0.95	0.95	0.95	0.921269	0.913788	0.91