EIGHTH AMENDMENT

Pursuant to the powers conferred upon them by Section 1(B) of Article V of the restated Agreement and Declaration of Trust (effective June 1, 2002) to adopt and from time to time amend, modify or otherwise change the Health and Welfare Plan, the Board of Trustees, meeting on the 17th day of January, 2018 amended the Bricklayers and Allied Craftworkers Local No. 3 Health and Welfare Plan as follows, to be effective as stated below, and authorized the Chairman and Secretary to authenticate the same by affixing their signatures hereto:

1. Effective January 1, 2018, the last Paragraph of Part 3, Section 15.01(1), titled “Orthodontia Benefits” is revised in its entirety to state as follows:

   Orthodontia Benefits:
   After the deductible is satisfied, the Plan will pay 50% of usual, customary and reasonable orthodontic services received either from an in-PPO network provider or from an out-of-PPO network provider. Orthodontia benefits are only covered if provided to an Eligible Dependent, before his or her 17th birthday, and are limited to payment of periodic charges through completion of treatment or until his or her 19th birthday, whichever occurs first. The Lifetime maximum benefit per person for Orthodontia is $1,500, effective through December 31, 2018.

2. Effective January 1, 2017, a new PART 4 – HEALTH REIMBURSEMENT ARRANGEMENT is added, which states as follows:

PART 4 – HEALTH REIMBURSEMENT ARRANGEMENT

17. HEALTH REIMBURSEMENT ARRANGEMENT BENEFIT

17.01 This Health Reimbursement Arrangement (HRA) is intended to be a health reimbursement arrangement as defined in IRS Notice 2002-45. Its purpose is to reimburse active employees, retirees, former employees, and their eligible dependents for Eligible Health Care Expenses that are not otherwise covered by the Plan up to the amount of their individual HRA Account.

17.02 Contributions to HRA Account. Contributions shall be made to your HRA Account for each month between January, 2017 and December, 2018 that you (1) work over 250 hours for which your employer is required under a collective bargaining agreement to make contributions to the Plan on your behalf and the employer makes the required contributions, and (2) have the maximum allowable hours in your reserve account, 480 hours.
17.03 **Amount of Contribution.** The monthly amount contributed to your HRA Account shall be equal to the then-current hourly contribution rate under the applicable collective bargaining agreement multiplied by the number of hours worked in the month over 250.

Example. Participant works 260 hours in the month of June and the collective bargaining agreement specifies an hourly employer contribution of $9.85 to be made to the Plan. In August (for June work hours), the Participant’s HRA Account will be credited with $98.50 (10 hours x $9.85).

17.04 **Eligible Health Care Expenses.** An Eligible Health Care Expense is an expense incurred by you or your dependent for medical care as that term is defined in Internal Revenue Code Section 213(d).

**Examples of Eligible Health Care Expenses:**
- Premiums for medical insurance under the Plan (including retiree premiums and COBRA premiums)
- Medications only if they are prescribed by a doctor (without regard to whether the medication is available without a prescription) or insulin
- Uninsured medical expenses (i.e., copayments, coinsurance, deductibles)
- Acupuncture
- Chiropractor expenses
- Eye exams
- Contact lenses or glasses used to correct a vision impairment
- Dental expenses
- Dermatology
- Hearing aids
- Laboratory fees
- Nursing services
- Physical therapy
- Smoking cessation programs
- Wheelchairs

**Examples of common items that are not Eligible Health Care Expenses:**
- Cosmetic surgery (unless necessary to improve a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease)
- Funeral or burial expenses
- Household and domestic help
- Massage therapy
- Custodial care
- Health club or fitness program dues
- Weight loss programs
- Vitamins or nutritional supplements

17.05 **Procedure for Reimbursement.** You may obtain reimbursement from your HRA Account
for Eligible Health Care Expenses by submitting a reimbursement form with supporting documentation to the Plan Administrator. Payment of claims will be subject to the regular claims payment procedures of the Plan. Reimbursement will only be made after an Eligible Health Care Expense is incurred by your or your eligible dependent, and a reimbursement request is submitted with supporting documentation. The claim for reimbursement must be made within one year of the date the expense was incurred. The expense must have been incurred on or after January 1, 2017.

17.06 **HRA Account Rollover.** Your HRA Account balance equals all contributions made to your HRA Account minus reimbursements for Eligible Health Care Expenses. Any unused amounts in your HRA Account at the end of the Plan Year will be rolled over to the next Plan Year and will be available for reimbursement. In the event of your death, if you have a remaining HRA Account, the Account can be used to pay for the Eligible Health Care Expenses of your dependents covered under the Plan. If there are no remaining eligible dependents under the Plan, the amount remaining in your HRA Account will be forfeited to the general assets of the Plan. The Internal Revenue Code prohibits the Plan from distributing the remaining HRA Account as a death benefit.

17.07 **Forfeiture of HRA Account for Cause.** If your eligibility is lost for cause under Section 2.06 of this Plan, your HRA Account will be terminated, and the Account will be forfeited to the general assets of the Plan.

17.08 **Waiver of HRA Account.** You are permitted to permanently opt out of or waive future reimbursement from the HRA. If you elect to waive future reimbursement, your HRA Account shall be forfeited to the general assets of the Plan, and will not be reinstated at a later time for any reason.

17.09 **Administrative Fee.** The Board of Trustees reserves the power to assess an administrative charge against each HRA Account. There is no requirement that investment earnings or interest be allocated to a HRA Account inasmuch as the Plan incurs expenses relating to the operation of this benefit. The Trustees may, however, at their discretion, establish an annual earnings allocation to the individual HRA Accounts.

17.10 **Not a Vested Benefit.** The HRA is funded only by employer contributions, and is not a vested benefit. The HRA may be terminated by the Board of Trustees at any time, in which event the HRA Accounts shall revert to the general assets of the Plan.

IN WITNESS of the adoption of this amendment, the Chairman and Secretary hereby subscribe their names, on the dates indicated.

Chairman

Date: 1-12-2018

Secretary

Date: 1-17-2018

BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL NO. 3
HEALTH AND WELFARE PLAN
(As Revised July 1, 2015)
EIGHTH AMENDMENT - Page 3