Arizona Bricklayers • Ceramic Tilelayers Pension and Vacation Trust Funds

ADMINISTRATIVE OFFICE

ADMINISTRATOR: Southwest Service Administrators, Inc. www.ssatpa.com

<u>Claims, Eligibility & Pension:</u> 602-249-3582 / 800-474-3485 Fax: 602-249-3795

Corporate Administration: 602-324-0545

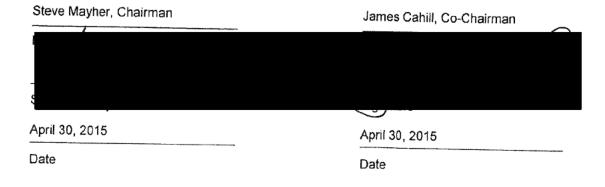
Fax: 602-336-0895

Notice of Projection of Critical Status in Future Plan Year

Under Section 432(b)(4) of the Internal Revenue Code (IRC) and Section 305(b)(4) of the Employee Retirement Income Security Act (ERISA), both as added by the Multiemployer Pension Reform Act of 2014, in any plan year in which it is certified that a multiemployer plan will be in critical status for any of the succeeding five plan years (but not for the current plan year), the plan sponsor may elect to be in critical status for the current year. A plan sponsor that does <u>not</u> elect to be in critical status for the current year must notify the Pension Benefit Guaranty Corporation (PBGC) of the projected critical status not later than 30 days after the date of the annual certification required under IRC §432 and ERISA §305.

This notice serves to advise the PBGC that the plan identified below is not certified to be in critical status in the current plan year but is projected to be in critical status in one or more of the five succeeding plan years, and the plan sponsor has not elected for the plan to be in critical status for the current plan year as permitted under IRC §432(b)(4) and ERISA §305(b)(4).

- 1. Plan Name: Arizona Bricklayers Pension Trust Fund
- 2. Plan Sponsor: Board of Trustees, Arizona Bricklayers Pension Trust Fund
- 3. Sponsor Address: 2400 West Dunlap Avenue, Suite 250
- 4. City: Phoenix State: AZ ZIP: 85021
- 5. Name of Contact Person: Ms. Sue Michel
- 6. Phone Number: (602) 324-0545 Ext. 1120
- 7. Sponsor EIN: 51-6119487
- 8. Plan Number: 001
- 9. Current Plan Year: January 1, 2015 December 31, 2015
- 10. Date of Certification: March 31, 2015



Pension Plan for the Arizona Bricklayers' Pension Trust Notice of Election to be in Critical Status

Under Section 432(b)(4) of the Internal Revenue Code (IRC) and Section 305(b)(4) of the Employee Retirement Income Security Act (ERISA), both as added by the Multiemployer Pension Reform Act of 2014, in any plan year in which it is certified that a multiemployer plan will be in critical status for any of the succeeding five plan years (but not for the current plan year), the plan sponsor may elect to be in critical status for the current year. A plan sponsor that elects to be in critical status for the current year must notify the Secretary of the Treasury (Treasury) of the election not later than 30 days after the date of the annual certification required under IRC §432 and ERISA §305 (or at such other time as Treasury may prescribe by regulations or other guidance).

This notice serves to advise the Treasury that the plan identified below is not certified to be in critical status in the current plan year but is projected to be in critical status in one or more of the five succeeding plan years, and that the plan sponsor has elected for the plan to be in critical status for the current plan year as permitted under IRC §432(b)(4) and ERISA §305(b)(4).

1. Plan Name: Pension Plan for the Arizona Bricklayers' Pension Trust Fund

2. Plan Sponsor: Board of Trustees of the Pension Plan for the Arizona Bricklayer Pension

Trust Fund

3. Sponsor Address: 2400 W. Dunlap Avenue, Suite 250

4. City Phoenix State: AZ ZIP: 85021-2811

5. Name of Contact Person: Sue Michel, Administrator

6. Phone Number: 602-336-0895

7. Sponsor EIN: <u>51-6119487</u>

8. Plan Number: 001

9. Current Plan Year: 2016

10. Date of Certification: March 30, 2016



5427865v1/00726.011

ARIZONA BRICKLAYERS PENSION TRUST FUND

REHABILITATION PLAN

Adopted May 5, 2016

INTRODUCTION

Section 305(b) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and Section 432(b) of the Internal Revenue Code of 1986, as amended (the "Code"), require an annual actuarial status determination for multiemployer pension plans like the Arizona Bricklayers Pension Trust Fund (the "Plan"). A certification of endangered or critical status requires specific action from the Plan's Board of Trustees (the "Board"). As required by law, on March 30, 2016 the Plan's actuary certified to the U.S. Department of the Treasury and the Board of Trustees that the Plan is in endangered status for the plan year beginning January 1, 2016 and is projected to be in critical status within the next five years. On April 20, 2016, the Board of Trustees elected to enter the critical status as of January 1, 2016. The notification of the actuarial zone status certification and subsequent Trustee action was sent on April 26, 2016, to all Plan Participants, participating unions, and participating Employers.

Pursuant to section 305(e) of ERISA and Section 432(e) of the Code, the Board is required to develop and maintain a "rehabilitation plan" that is generally intended to enable the Plan to cease to be in critical status by the end of the Plan's "rehabilitation period." However, if the Trustees determine, based upon exhaustion of all reasonable measures, that the Plan cannot be expected to emerge by the end of the Plan's rehabilitation period, the rehabilitation plan should be designed to enable the Plan to cease to be in critical status at a later date, or if this is not reasonable, to forestall possible insolvency.

In general, a rehabilitation plan consists of various remedies, including one or more schedules made up of benefit adjustments and/or contribution rate increases, intended to enable the plan to meet the above statutory requirement for emergence from critical status. The schedule(s) are presented to the bargaining parties for adoption. Based on the timing of collective bargaining agreements in effect as of April 26, 2016, the Board of Trustees has determined that the Plan's Rehabilitation Period is the ten-year period beginning January 1, 2017 and ending December 31, 2026.

This rehabilitation plan must be based on reasonably anticipated experience and on reasonable actuarial assumptions.

Accordingly, the Board has adopted this Rehabilitation Plan ("Rehabilitation Plan") that reflects reasonable measures to forestall insolvency until the plan year ending December 31, 2037. The projected insolvency date is the plan year ending December 31, 2037. This Rehabilitation Plan:

1. Specifies the Rehabilitation Period;

- 2. Defines Actuarial Equivalence;
- 3. Includes two (2) schedules (Default Schedule and Preferred Schedule) of benefit and contribution changes that will be provided to the bargaining parties, one of which must be implemented as part of future collective bargaining agreements that are entered into or renewed after the date the schedules and/or Rehabilitation Plan are provided to local unions and contributing employers;
- 4. Describes how the Default Schedule will be automatically implemented if there is no agreement between the bargaining parties by the date imposed by ERISA and the Code;
- 5. Provides annual standards for meeting the requirements of the Rehabilitation Plan and describes how the Rehabilitation Plan will be updated from time to time;
- 6. Describes alternatives considered by the Trustees in exhausting all reasonable measures and developing this Rehabilitation Plan; and
- 7. Explains why the Trustees concluded that there are no reasonable measures that would enable the Plan to emerge from critical status by the end of the Rehabilitation Period or at a later time.

REHABILITATION PERIOD

ERISA and the Code require that the Rehabilitation Period begin on the earlier of the second anniversary of the date of adoption of the rehabilitation plan or the first day of the first Plan Year following the expiration of the collective bargaining agreements in effect on the due date for the actuarial certification for the initial critical status year (March 30, 2016) covering at least 75% of the active participants in the Plan. The Board determined, based on information about the expiration of the current collective bargaining agreements, that the Rehabilitation Period will begin on January 1, 2017.

REHABILITATION PLAN STANDARD, ALTERNATIVES CONSIDERED, EXHAUSTION OF ALL REASONABLE MEASURES TO EMERGE FROM CRITICAL STATUS AND TO FORESTALL INSOLVENCY

The Plan consists of employers in the masonry industry, which industry declined significantly during the great recession and has not yet fully recovered. Eventual recovery remains uncertain. The significant decline in the industry caused a reduction in the number of employers and active participants in the Plan from 30 to 10 current employers and 579 to 33 active participants from 2007 to 2015. This includes two large employers that left the Plan to continue as "non-union" employers. As a result, there are insufficient contributions to the Plan to sustain the plan at a healthy level as required by ERISA and the Code.

The Board considered numerous actions and alternatives for possibly enabling the Plan to emerge from critical status either by the end of the Rehabilitation Period or as soon as

AZ BRK 000063 - 2 -

reasonably possible after the Rehabilitation Period. The Board reviewed various scenarios modeled by the Plan actuary, which were based on reasonable assumptions as to future Plan investment returns, levels of covered employment, participant lifespans in retirement, and other contingencies.

The Board determined that, based on reasonable assumptions and exhaustion of all reasonable measures, the Plan cannot reasonably be expected to emerge from critical status by the end of the Rehabilitation Period or at a later time. For example, one of the alternatives considered showed that, even if all adjustable benefits were eliminated and future accrual rates were reduced to the 1.00% of contribution level, hourly contribution rates would need to increase by at least \$3.85 per hour (from \$0.90 to \$4.75 per hour) over the ten-year Rehabilitation Period in order for the Plan to be able to emerge from critical status by the end of the Rehabilitation Period. The Board concluded that such contribution rate increases were unreasonable, would likely create a domino effect of the remaining employers going out of business and involved considerable risk to the Plan and Plan participants.

The significant increase in hourly contribution rates would make the employers uncompetitive when bidding for new work, resulting in less work for the employers and thus less work for the active participants.

The Board also considered the effect that eliminating all Plan benefits would have on active participants and determined that if all early retirement benefits and certain other benefits were eliminated, there would be very little incentive for participants to remain union employees.

Taking into consideration the above reasons and analyzing multiple options and alternatives for rehabilitation plan benefit reduction and contribution rate increases that can be adopted by the statutory deadline of November 25, 2016, the Board determined that, based on reasonable assumptions and exhaustion of all reasonable measures, the Plan cannot reasonably be expected to emerge from critical status by the end of the Rehabilitation Period or at a later time and intend to implement reasonable measures in order to forestall insolvency.

REHABILITATION PLAN: DEFINITION OF ACTUARIAL EQUIVALENCE

For purposes of this Rehabilitation Plan, "actuarially equivalent" shall be determined using the RP-2014 Blue Collar Mortality Table, Male for participants and RP-2014 Blue Collar Mortality Table, Female for beneficiaries with seven percent annual interest rate. Benefits under this rehabilitation plan shall be actuarially equivalent to a single life annuity.

The Board has considered and is considering alternatives to determine whether the Plan and its participants would benefit from a merger or other methods to have the Plan emerge from critical status within the rehabilitation period or at a later date. The Board has contacted another pension plan board to determine whether a merger would be a viable option for the Plan. The Board has determined that a merger and the other methods considered are not in the best interest of the Plan and the Plan's participants at this point but continues to explore all available options.

- 3 -

REHABILITATION PLAN: BENEFIT CHANGES AND SCHEDULES

Benefit Changes

Notwithstanding anything contained in this Rehabilitation Plan, Plan Participants with an Annuity Starting Date prior to January 1, 2017, beneficiaries in pay status prior to January 1, 2017, or Alternate Payees in pay status prior to January 1, 2017, shall not be subject to any benefit modifications under this Rehabilitation Plan.

Participants who become subject to a Schedule of the Rehabilitation Plan through the process of collective bargaining, or the equivalent for any non-bargained Participants, or who have the Default Schedule imposed unilaterally as a result of their bargaining representatives or employer failing to agree upon contribution rates consistent with a Schedule, shall have their benefits determined based on the terms of the applicable Schedule effective with the effective date of the collective bargaining agreement (or participation agreement) that is consistent with the Schedule, or if applicable, the date the Default Schedule is imposed.

Participants with an Annuity Starting Date on or after January 1, 2017, who do not become subject to a Schedule, shall have their benefits modified consistent with the Preferred Schedule.

Schedules

The Rehabilitation Plan includes the attached Default Schedule and Preferred Schedule, which describe supplemental contributions to be made by the Employers and benefit changes that will be made by the Plan to correspond to the contribution rates adopted by the bargaining parties or Employer.

Implementation of Benefit Changes and Schedules

If a Participant has had terms consistent with a Schedule implemented on his or her behalf by his bargaining unit or Employer, while a member of such bargaining unit or employee of such Employer, and subsequently, through cessation of work in Covered Employment, is no longer a member of such bargaining unit or is no longer employed by such Employer, benefits payable upon Participant's subsequent retirement shall be payable based on the terms of such Schedule, subject to any updates to the Schedule in the interim, as described below.

Pension benefits for a beneficiary or alternate payee of a Participant or pensioner shall be determined on the same basis as pension benefits for the Participant or pensioner to whom they relate.

The Board has full discretion to determine from time to time whether, given the financial condition of the Plan, to further reduce adjustable or non-protected benefits of any Participant or beneficiary in accordance with Code section 432(e)(8)(A)(iii) or to apply for benefit suspensions, partition, and facilitated mergers.

AZ BRK 000065 - 4 -

The Board shall have the full, absolute, and unlimited discretionary power and authority to interpret, apply, and administer the Rehabilitation Plan and Schedules. The exercise of such power and authority by the Board shall be final and binding on all parties, subject to any appeal procedures in the Plan and shall be given the fullest deference allowed by law.

Automatic Imposition of Default Schedule or Prior Schedule, as Updated

If a collective bargaining agreement providing for Contributions to the Plan that was in effect on January 1, 2016 expires and after receiving the Schedules, the bargaining parties fail to adopt an agreement with terms consistent with any of the Schedules, the Default Schedule will be implemented automatically 180 days after the date on which the collective bargaining agreement expires, but no earlier than 180 days after receiving the Schedules. Upon automatic imposition of the Default Schedule as required by ERISA and the Code, the benefits and contribution rates will be adjusted accordingly. For non-collective bargaining agreement employers the same Schedule that is imposed on the bargaining parties will apply as of the date the Schedule is imposed on the bargaining parties.

If a collective bargaining agreement providing for contributions in accordance with a Schedule expires, and after receiving one or more updated Schedules the bargaining parties fail to adopt a contribution schedule consistent with the updated Rehabilitation Plan and any of its Schedules, then 180 days after the date of expiration of such agreement the Schedule applicable to the expired agreement, as updated and in effect on such date of expiration, will be automatically imposed.

Annual Standards for Meeting the Rehabilitation Requirements

Based on reasonable assumptions, the Plan is projected to become insolvent. The year of projected insolvency will vary each year as actual experience differs from the assumptions. The Trustees recognize the possibility that actual experience could be less favorable than the reasonable assumptions used for the Rehabilitation Plan and the need to update the Rehabilitation plan on an annual basis. It is understood the actuary will perform updated actuarial projections each year to monitor the improvement or deterioration in the Plan's status, and that the Trustees will evaluate any additional reasonable measures for forestalling insolvency.

Effective January 1, 2017, the following benchmarks are to be used in determining whether scheduled progress is being met:

For Determination as of Jan 1			Unaudited Fund Assets as of Date Shown
2017	\$23,000,000	2032	\$7,500,000

- 5 -AZ BRK 000066

2018	23,000,000	2033	5,500,000
2019	22,500,000	2034	3,500,000
2020	22,000,000	2035	1,500,000
2021	21,500,000	2036	1,000,000
2022	21,000,000	2037	0
2023	20,000,000	2038	0
2024	19,000,000	2039	0
2025	18,000,000	2040	0
2026	17,000,000	2041	0
2027	15,500,000	2042	0
2028	14,000,000	2043	0
2029	12,500,000	2044	0
2030	11,000,000	2045	0
2031	9,000,000	2046	0

Annual Updating of Rehabilitation Plan

Each year the Plan's actuary will review and certify the status of the Plan under ERISA and the Code and whether, starting with the beginning of the Rehabilitation Period, the Plan is making scheduled progress in meeting the requirements of this Rehabilitation Plan. If the Board determines that it is necessary in light of updated information, the Board will revise the Rehabilitation Plan and present updated schedules to the bargaining parties, which may prescribe additional benefit reductions and/or higher contribution rates.

Notwithstanding subsequent changes to the Schedules, a schedule of contribution rates provided by the Board and relied upon by the bargaining parties in negotiating a collective bargaining agreement shall remain in effect for the duration of that collective bargaining agreement.

However, a collective bargaining agreement that is renewed or extended will need to include terms consistent with one of the Schedules in effect at the time of the renewal or extension.

ADDITIONAL ADMINISTRATIVE ISSUES

For non-bargaining unit employees employed by Employers who also contribute on behalf of bargaining unit employees the Schedule and implementation date is the same as the Schedule and first implementation date for that Employer's bargaining unit employees. For non-bargaining unit employees not employed by an Employer that contributes pursuant to a collective bargaining agreement, the implementation date is the earlier of the Employer's adoption of a Schedule or 180 days following the first day of the first plan year beginning after the Employer is provided the Schedules.

The Board recognizes that it is possible a Participant may change Employers, or that an Employer may negotiate terms consistent with a Schedule different from the one it originally adopted. If, as a result of such an event, the Participant becomes covered by first one Schedule and then another, and the second Schedule provides a higher level of benefits and contributions than the first, then benefits accrued up to the effective date of the second Schedule (the "Change Date") will be determined under the first Schedule, and benefits accruing after the Change Date will be determined under the second Schedule. However if the second Schedule provides a lower level of benefits and contributions than the first, the terms of the second Schedule shall govern with respect to all benefits earned by the Participant, except that the accrued Normal Retirement benefit as of a given Change Date shall not be reduced merely due to such a change of schedules.

TRUSTEE APPROVAL

Effective as specified herein, the Plan's Board of Trustees hereby adopts this Rehabilitation Plan on May 5, 2016.



2656451.1

Arizona Bricklayers • Ceramic Tilelayers Pension Trust Fund

ADMINISTRATIVE OFFICE

ADMINISTRATOR: Southwest Service Administrators, Inc. www.ssatpa.com

Claims, Eligibility & Pension: 602-249-3582 / 800-474-3485

Fax: 602-249-3795

Corporate Administration:

602-324-0545

Fax: 602-336-0895

DATE:

January 27, 2017

TO:

All Plan Participants

Beneficiaries Receiving Benefit Payments

QDRO Alternate Payees

Employers Obligated to Contribute

Local Unions Representing Plan Participants

FROM:

Board of Trustees

Pension Plan for the Arizona Bricklayers Pension Trust Fund

SUBJECT:

Benefit Changes Under the Rehabilitation Plan ("RP")

IMPORTANT – IF YOU ARE A RETIRED PARTICIPANT (PENSIONER), BENEFICIARY, OR QDRO ALTERNATE PAYEE WHOSE PENSION PAYMENTS BECAME EFFECTIVE PRIOR TO JANUARY 1, 2017, THE FUND IS REQUIRED TO SEND YOU THIS NOTICE. HOWEVER, THE BENEFIT CHANGES DESCRIBED IN THIS NOTICE DO NOT APPLY TO YOUR BENEFITS.

BACKGROUND

In recent years, the Plan's Board of Trustees has taken steps to bring the Plan's liabilities into balance with its assets. Despite these efforts, there remain shortfalls that the law requires us to address.

On or before April 29, 2016, the Plan sent you a notice advising you that the Trustees had elected to have the Plan certified as being in Critical Status for the 2016 Plan Year, and advising you of the details of that certification.

As required under the PPA, the Board of Trustees adopted a Rehabilitation Plan ("RP"). The RP was adopted on May 5, 2016. In general, the RP is effective for Annuity Starting Dates on and after January 1, 2017, but benefit changes under the terms of the RP will not be imposed with regard to benefits payable for months prior to the 30th day following the mailing of this notice.

Despite the adoption of the RP, the Plan is not reasonably expected to emerge from Critical Status within the statutory timeline, or at a later time, and the Trustees are required to take all reasonable steps necessary to forestall insolvency. In this context, the term "insolvency" refers to the point at which the Plan no longer has enough assets to make all benefit payments to which pensioners and beneficiaries are otherwise entitled.

If the Plan becomes insolvent, it is covered by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. Pension benefits would continue to be paid, up to but not more than the level guaranteed by the PBGC. The level of guaranteed benefits is explained in the Annual Funding Notice, most recently provided to you in April of 2016.

REHABILITATION PLAN ("RP") SCHEDULES

The RP provides two Schedules, referred to as the Default Schedule and the Preferred Schedule. Each Schedule requires different Employer Contribution rates, with a specific set of benefit reductions that the Trustees have adopted to

correspond to each Contribution rate. Upon the expiration of a Collective Bargaining Agreement, the Local Union and Contributing Employers must negotiate a new Collective Bargaining Agreement that adopts the terms conforming to one of the Schedules of the most recently updated Rehabilitation Plan. It is expected that all Contributing Employers will adopt the Preferred Schedule.

Following is a description of the benefit changes under each of the two Schedules.

DEFAULT SCHEDULE

The following benefit changes shall take effect under this Schedule upon its implementation, but not prior to January 1, 2017, and allowing for legally required participant notification:

- Disability benefits under Article III, Sections 6 through 9 of the Plan are eliminated for all Participants that have not already (before implementation of this Schedule) satisfied all applicable eligibility requirements for such benefits.
- The Early Retirement adjustment factors described in Article III, Section 5 of the Plan are replaced with factors that provide a benefit that is actuarially equivalent to the Regular Pension payable as a single life annuity with no guaranteed number of payments, but shall in no event provide an Early Retirement benefit that is greater than otherwise provided in Article III, Section 5. See page 3 of this notice for the actuarially equivalent factors.
- The Pre-Retirement Death Benefit (lump sum return of Employer Contributions) under Article V, Section 1(a)(1) of the Plan is eliminated.
- The post-retirement guarantee of 36 monthly payments under Article V, Section 1(b) is eliminated.
- Under Plan Section 3.03(a) ("Future Service Benefit"), the applicable multiplier of \$30 is reduced to \$9, for Pension Credit earned after implementation of this Schedule.
- Any additional contributions specifically required by this Schedule are not credited toward benefit accruals.
- The Delayed Retirement Benefits adjustment factors described in Article VII, Section 5(c) of the Plan are replaced with factors that provide a benefit that is actuarially equivalent to the Regular Pension payable as a single life annuity with no guaranteed number of payments, but shall in no event provide a Delayed Retirement benefit that is greater than otherwise provided in Article VII, Section 5(c). See page 5 of this notice for the actuarially equivalent factors.
- The adjustment factors for all pensions applicable under Article IV of the Plan (Husband and Wife Pensions and the Plan's qualified pre-retirement survivor annuity ("QPSA")) are replaced with factors that provide a benefit that is actuarially equivalent to the Regular Pension payable as a single life annuity with no guaranteed number of payments, but shall in no event provide a Joint and Survivor benefit that is greater than otherwise provided in Article IV. See page 4 of this notice for the actuarially equivalent factors.

PREFERRED SCHEDULE

The following benefit changes shall take effect under this Schedule upon its implementation, but not prior to January 1, 2017, and allowing for legally required participant notification:

For all Participants who have not already (before implementation of this Schedule) satisfied all applicable eligibility requirements for Disability benefits under Article III, Sections 6 through 9 of the Plan, the availability of such benefits shall be limited to individuals who had 1,000 or more hours of work in Covered Employment for a signatory contractor in the 12-months prior to onset of disability.

- The Early Retirement adjustment factors described in Article III, Section 5 of the Plan are replaced with factors that provide a benefit that is actuarially equivalent to the Regular Pension payable as a single life annuity with no guaranteed number of payments, but shall in no event provide an Early Retirement benefit that is greater than otherwise provided in Article III, Section 5. See page 3 of this notice for the actuarially equivalent factors.
- The Pre-Retirement Death Benefit (lump sum return of Employer Contributions) under Article V, Section 1(a)(1) of the Plan is eliminated.
- The post-retirement guarantee of 36 monthly payments under Article V, Section 1(b) of the Plan is eliminated.
- Any additional contributions specifically required by this Schedule shall not be credited toward benefit accruals.
- The Delayed Retirement benefit adjustment factors described in Article VII, Section 5(c) of the Plan are replaced with factors that provide a benefit that is actuarially equivalent to the Regular Pension payable as a single life annuity with no guaranteed number of payments, but shall in no event provide a Delayed Retirement benefit that is greater than otherwise provided in Article VII, Section 5(c). See page 5 of this notice for the actuarially equivalent factors.
- The adjustment factors for all pensions applicable under Article IV of the Plan (Husband and Wife Pensions and the Plan's qualified pre-retirement survivor annuity ("QPSA") are replaced with factors that provide a benefit that is actuarially equivalent to the Regular Pension payable as a single life annuity with no guaranteed number of payments, but shall in no event provide a Joint and Survivor benefit that is greater than otherwise provided in Article IV. See page 4 of this notice for the actuarially equivalent factors.

EARLY RETIREMENT FACTORS

For illustrative purposes, the chart below shows the early retirement adjustment based on whole years for a Participant whose Normal Retirement Age is at age 65. The RP adjustment factors are applicable, upon implementation of a Schedule, for benefits first commencing on and after January 1, 2017, also allowing for legally required notice.

Participant's Age on ASD	Pre- Rehabilitation Plan Factors	Default and Preferred Schedules under RP
65	100%	100%
64	99%	90.49%
63	98%	82.05%
62	97%	74.54%
61	96%	67.83%
60	95%	61.82%
59	93%	56.43%
58	91%	51.58%
57	89%	47.21%
56	87%	43.26%
55	85%	39.68%

The factors are also adjusted to reflect months of attained age between the ages shown above in whole years.

HUSBAND-AND-WIFE FACTORS

Pre-Rehabilitation Plan Provisions and the effect the RP has on Them

The automatic payment form for retiring married Participants is the 100% Husband-and-Wife Pension under which the Participant's eligible surviving Spouse (if any) receives 100% of the Participant's monthly benefit after his death for the rest of her life. A married Participant may elect other payment forms, including a 50% Husband-and-Wife Pension that provides the surviving Spouse with a lifetime continuation of payments based on 50% of the Participant's monthly benefit, or a Single Life Annuity with 36-month guarantee. The RP eliminates the 36-month guarantee.

Under each of the Husband-and-Wife Pension payment forms, the Participant's monthly benefit is adjusted based on the difference in ages between the Participant and eligible Spouse, and because the Plan has the potential of paying out benefits over two lifetimes. The RP changes the way this adjustment is determined.

Each of the Husband-and-Wife Pensions also includes a "pop-up" feature under which the monthly amount of the Participant's reduced Husband-and-Wife Pension increases or "pops-up" in the event that the Participant is predeceased by his Spouse. Beginning with the month following the Spouse's death, the Participant's monthly benefit pops-up to the amount that would have been payable as if he had elected the Single Life Annuity payment form. This feature remains in place with the RP.

For illustrative purposes, the chart below shows the Husband-and-Wife Pension adjustment factors for Participants at selected ages, with Spouses who are the same age as the Participant. The RP adjustment factors are applicable, upon implementation of a Schedule, for benefits first commencing on and after January 1, 2017, also allowing for legally required notice.

NON-DISABILITY HUSBAND-AND-WIFE PENSION FACTORS AT SELECTED AGES

Form of Husband-and- Wife Pension	Pre- Rehabilitation Plan factors	Default and Preferred RP Schedules
50% Husband-		
and-Wife Pension		
 Both age 55 Both age 60 Both age 65 100% Husband- 	98.00% 98.00% 98.00%	93.59% 92.07% 90.16%
and-Wife Pension		
Both age 55Both age 60	89.00% 89.00%	87.95% 85.31%
• Both age 65	89.00%	82.07%

DELAYED RETIREMENT FACTORS

For illustrative purposes, the chart below shows the Delayed Retirement adjustment percentages for Participants at selected ages. The RP adjustment factors are applicable, upon implementation of a Schedule, for benefits first commencing on and after January 1, 2017, also allowing for legally required notice.

Participant's Age on ASD	Pre- Rehabilitation Plan Factors	Default and Preferred Schedules under RP
65	100.00%	100.00%
66	112.00%	110.74%
67	124.00%	122.92%
68	136.00%	136.00%
69	148.00%	148.00%
70	160.00%	160.00%

If you have any questions about any of the factors in this notice, or any other question about the notice, you should contact the Administrative Office.

Arizona Bricklayers Pension Trust Fund Southwest Service Administrators, Inc. P. O. Box 43170 Phoenix, AZ 85080-3170 (602) 324-0545

STATEMENT OF RIGHTS UNDER ERISA

As a Participant in the Pension Plan of the Arizona Bricklayers Pension Trust Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all plan documents, including Pension Plan, Collective Bargaining Agreements, a list of the employers and employee organizations participating in the Plan and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions. The Public Disclosure Room of the Pension and Welfare Benefits Administration (PWBA) can also provide you with copies of annual reports or assistance in obtaining other documents which established or operated the plan from the plan administrator.

Receive from the plan administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the plan and (if so) the sponsor's address.

Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension benefit is denied in whole or part, you must receive a written explanation of the reason for the denial. You have the right to have the Trustees review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should: 1) contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory; or 2) call the EBSA's Toll-Free Employee & Employer Hotline at 1-866-444-EBSA (3272); or 3) write to the EBSA's Office of Participant Assistance at the following address:

Office of Participant Assistance Employee Benefits Security Administration U.S. Department of Labor 200 Constitution Avenue, NW, Suite N-5625 Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the EBSA's Toll-Free Employee & Employer Hotline at 1-866-444-EBSA (3272).

The foregoing explanation of the Plan is no more than a brief and very general statement of the most important provisions of the Plan. No general statement such as this can adequately reflect all of the details of the Plan. Nothing in this statement is meant to interpret, extend or change in any way the provisions of the Plan itself.

Therefore, your rights can only be determined by consulting the actual text of the Plan. You may inspect a copy of the Pension Plan in the office of the Administrative Manager during the regular hours or obtain a copy of the Plan upon request.

Arizona Bricklayers • Ceramic Tilelayers Pension Trust Fund

ADMINISTRATIVE OFFICE

ADMINISTRATOR: Southwest Service Administrators, Inc. www.ssatpa.com

<u>Claims, Eligibility & Pension:</u> 602-249-3582 / 800-474-3485 Fax: 602-249-3795

<u>Corporate Administration:</u>
602-324-0545
Fax: 602-336-0895

ARIZONA BRICKLAYERS PENSION TRUST FUND 2019 UPDATED REHABILITATION PLAN

Adopted August 1, 2019

INTRODUCTION

Section 305(b) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and Section 432(b) of the Internal Revenue Code of 1986, as amended (the "Code"), require an annual actuarial status determination for multiemployer pension plans like the Arizona Bricklayers Pension Trust Fund (the "Plan"). A certification of endangered, critical, or critical and declining status requires specific action from the Plan's Board of Trustees (the "Board"). As required by law, on March 30, 2016 the Plan's actuary certified to the U.S. Department of the Treasury and the Board of Trustees that the Plan was in endangered status for the plan year beginning January 1, 2016 and was projected to be in critical status within the next five years. On April 20, 2016, the Board of Trustees elected to enter the critical status as of January 1, 2016. The notification of the actuarial zone status certification and subsequent Trustee action was sent on April 26, 2016, to all Plan Participants, participating unions, and participating Employers. Since 2016, the Plan was certified to be in critical status for 2017 and 2018, and then certified to be in critical and declining status for 2019 due to projected insolvency within 20 years.

Pursuant to section 305(e) of ERISA and Section 432(e) of the Code, the Board is required to develop and maintain a "rehabilitation plan" that is generally intended to enable the Plan to cease to be in critical status by the end of the Plan's "rehabilitation period." However, if the Trustees determine, based upon exhaustion of all reasonable measures, that the Plan cannot be expected to emerge by the end of the Plan's rehabilitation period, the rehabilitation plan should be designed to enable the Plan to cease to be in critical status at a later date, or if this is not reasonable, to forestall possible insolvency.

In general, a rehabilitation plan consists of various remedies, including one or more schedules made up of benefit adjustments and/or contribution rate increases, intended to enable the plan to meet the above statutory requirement for emergence from critical status. The schedule(s) are presented to the bargaining parties for adoption. Based on the timing of collective bargaining agreements in effect as of April 26, 2016, the Board of Trustees has determined that the Plan's Rehabilitation Period is the ten-year period beginning January 1, 2017 and ending December 31, 2026.

This rehabilitation plan must be based on reasonably anticipated experience and on reasonable actuarial assumptions.

Accordingly, the Board has adopted this Rehabilitation Plan ("Rehabilitation Plan") that reflects reasonable measures to forestall insolvency. This Rehabilitation Plan:

- 3. Includes two (2) schedules (Default Schedule and Preferred Schedule) of benefit and contribution changes that will be provided to the bargaining parties, one of which must beimplemented as part of future collective bargaining agreements that are entered into or renewed after the date the schedules and/or Rehabilitation Plan are provided to local unions and contributing employers;
- 4. Describes how the Default Schedule will be automatically implemented if there is no agreement between the bargaining parties by the date imposed by ERISA and the Code;
- 5. Provides annual standards for meeting the requirements of the Rehabilitation Plan and describes how the Rehabilitation Plan will be updated from time to time;
- 6. Describes alternatives considered by the Trustees in exhausting all reasonable measures and developing this Rehabilitation Plan; and
- 7. Explains why the Trustees concluded that there are no reasonable measures that would enable the Plan to emerge from critical status by the end of the Rehabilitation Period or at a later time.

REHABILITATION PERIOD

ERISA and the Code require that the Rehabilitation Period begin on the earlier of the second anniversary of the date of adoption of the rehabilitation plan or the first day of the first Plan Year following the expiration of the collective bargaining agreements in effect on the due date for the actuarial certification for the initial critical status year (March 30, 2016) covering at least 75% of the active participants in the Plan. The Board determined, based on information about the expiration of the current collective bargaining agreements that the Rehabilitation Period began on January 1, 2017.

REHABILITATION PLAN STANDARD, ALTERNATIVES CONSIDERED, EXHAUSTION OF ALL REASONABLE MEASURES TO EMERGE FROM CRITICAL STATUS AND TO FORESTALL INSOLVENCY

The Plan consists of employers in the masonry industry, which declined significantly during the great recession and has not yet fully recovered. Eventual recovery remains uncertain. The significant decline in the industry caused a reduction in the number of employers and active participants in the Plan from 30 to 10 employers and 579 to 33 active participants from 2007 to 2015. This includes two large employers that left the Plan to continue as "non-union" employers. As a result, there are insufficient contributions to the Plan to sustain the plan at a healthy level as required by ERISA and the Code.

The Board considered numerous actions and alternatives for possibly enabling the Plan to emerge from critical status either by the end of the Rehabilitation Period or as soon as reasonably possible after the Rehabilitation Period. The Board reviewed various scenarios modeled by the Plan actuary, which were based on reasonable assumptions as to future Plan investment returns, levels of covered employment, participant lifespans in retirement, and other contingencies.

The Board determined that, based on reasonable assumptions and exhaustion of all reasonable measures, the Plan cannot reasonably be expected to emerge from critical status by the end of the Rehabilitation Period or at a later time. For example, one of the alternatives considered showed that, even if all

adjustable benefits were eliminated and future accrual rates were reduced to the 1.00% of contribution level, hourly contribution rates would need to increase by at least \$3.85 per hour (from \$0.90 to \$4.75 per hour) over the ten-year Rehabilitation Period in order for the Plan to be able to emerge from critical status by the end of the Rehabilitation Period. The Board concluded that such contribution rate increases were unreasonable, would likely create a domino effect of the remaining employers going out of business and involved considerable risk to the Plan and Plan participants.

The significant increase in hourly contribution rates would make the employers uncompetitive when bidding for new work, resulting in less work for the employers and thus less work for the active participants.

The Board also considered the effect that eliminating all Plan benefits would have on active participants and determined that if all early retirement benefits and certain other benefits were eliminated, there would be very little incentive for participants to remain union employees.

The Board has considered and is considering alternatives to determine whether the Plan and its participants would benefit from a merger or other options to have the Plan emerge from critical and declining status within the rehabilitation period or at a later date. The Board has contacted another pension plan board to determine whether a merger would be a viable option for the Plan. The Board has determined that a merger is currently not in the best interest of the Plan and the Plan's participants, but will continue to explore all other available options.

Taking into consideration the above reasons and analyzing multiple options and alternatives for benefit reductions and/or contribution rate increases that can be adopted by the statutory deadline of November 25, 2016, and thereafter, the Board determined that, based on reasonable assumptions and exhaustion of all reasonable measures, the Plan cannot reasonably be expected to emerge from critical status by the end of the Rehabilitation Period or at a later time and intends to implement reasonable measures in order to forestall insolvency.

REHABILITATION PLAN: DEFINITION OF ACTUARIAL EQUIVALENCE

For purposes of this Rehabilitation Plan, "actuarially equivalent" shall be determined using the RP-2014 Blue Collar Mortality Table, Male for participants and RP-2014 Blue Collar Mortality Table, Female for beneficiaries with seven percent annual interest rate. Benefits under this rehabilitation plan shall be actuarially equivalent to a single life annuity.

REHABILITATION PLAN: BENEFIT CHANGES AND SCHEDULES

Benefit Changes

Notwithstanding anything contained in this Rehabilitation Plan, Plan Participants with an Annuity Starting Date prior to January 1, 2017, beneficiaries in pay status prior to January 1, 2017, or Alternate Payees in pay status prior to January 1, 2017, shall not be subject to any benefit modifications under this Rehabilitation Plan.

Participants who become subject to a Schedule of the Rehabilitation Plan through the process of collective bargaining, or the equivalent for any non-bargained Participants, or who have the Default Schedule imposed unilaterally as a result of their bargaining representatives or employer failing to agree upon contribution rates consistent with a Schedule, shall have their benefits determined based on the terms of the applicable Schedule effective with the effective date of the collective bargaining agreement (or participation agreement) that is consistent with the Schedule, or if applicable, the date the Default Schedule is imposed.

Participants with an Annuity Starting Date on or after January 1, 2017, who do not become subject to a Schedule, shall have their benefits modified consistent with the Preferred Schedule.

Schedules

The Rehabilitation Plan includes the attached Default Schedule and Preferred Schedule, which describe supplemental contributions to be made by the Employers and benefit changes that will be made by the Plan to correspond to the contribution rates adopted by the bargaining parties or Employer.

Implementation of Benefit Changes and Schedules

If a Participant has had terms consistent with a Schedule implemented on his or her behalf by his bargaining unit or Employer, while a member of such bargaining unit or employee of such Employer, and subsequently, through cessation of work in Covered Employment, is no longer a member of such bargaining unit or is no longer employed by such Employer, benefits payable upon Participant's subsequent retirement shall be payable based on the terms of such Schedule, subject to any updates to the Schedule in the interim, as described below.

Pension benefits for a beneficiary or alternate payee of a Participant or pensioner shall be determined on the same basis as pension benefits for the Participant or pensioner to whom they relate.

The Board has full discretion to determine from time to time whether, given the financial condition of the Plan, to further reduce adjustable or non-protected benefits of any Participant or beneficiary in accordance with Code section 432(e)(8)(A)(iii) or to apply for benefit suspensions, partition, and facilitated mergers.

The Board shall have the full, absolute, and unlimited discretionary power and authority to interpret, apply, and administer the Rehabilitation Plan and Schedules. The exercise of such power and authority by the Board shall be final and binding on all parties, subject to any appeal procedures in the Plan and shall be given the fullest deference allowed by law.

Automatic Imposition of Default Schedule or Prior Schedule, as Updated

If a collective bargaining agreement providing for Contributions to the Plan that was in effect on January 1, 2016 expires and after receiving the Schedules, the bargaining parties fail to adopt an agreement with terms consistent with any of the Schedules, the Default Schedule will be implemented automatically 180 days after the date on which the collective bargaining agreement expires, but no earlier than 180 days after

receiving the Schedules. Upon automatic imposition of the Default Schedule as required by ERISA and the Code, the benefits and contribution rates will be adjusted accordingly. For non-collective bargaining agreement employers the same Schedule that is imposed on the bargaining parties will apply as of the date the Schedule is imposed on the bargaining parties.

If a collective bargaining agreement providing for contributions in accordance with a Schedule expires, and after receiving one or more updated Schedules the bargaining parties fail to adopt a contribution schedule consistent with the updated Rehabilitation Plan and any of its Schedules, then 180 days after the date of expiration of such agreement the Schedule applicable to the expired agreement, as updated and in effect on such date of expiration, will be automatically imposed.

Annual Standards for Meeting the Rehabilitation Requirements

A rehabilitation plan must also provide annual standards for meeting the requirements of the plan; namely, that the plan emerge from critical and declining status by the end of the Rehabilitation Period. However, based on reasonable assumptions, the Plan is not projected to emerge from critical and declining status and is projected to become insolvent at some point in the future. The projected year of insolvency will vary each year as actual experience differs from the assumptions. The Trustees recognize the possibility that actual experience could be less favorable than the reasonable assumptions used for the Rehabilitation Plan and the need to update the Rehabilitation Plan on an annual basis. It is understood the actuary will perform updated actuarial projections each year to monitor the improvement or deterioration in the Plan's status, and that the Trustees will evaluate any additional reasonable measures for forestalling insolvency.

Because the Plan is not projected to emerge from critical and declining status, there are no standards available to confirm that the Plan will emerge. The Trustees will amend the Rehabilitation Plan as appropriate to incorporate standards, if and when these standards become defined under the PPA.

The annual standards for meeting the rehabilitation plan requirements will be that all collective bargaining units have elected and are in compliance with one of the attached schedules.

Annual Updating of Rehabilitation Plan

Each year the Plan's actuary will review and certify the status of the Plan under ERISA and the Code and whether, starting with the beginning of the Rehabilitation Period, the Plan is making scheduled progress in meeting the requirements of this Rehabilitation Plan. If the Board determines that it is necessary in light of updated information, the Board will revise the Rehabilitation Plan and present updated schedules to the bargaining parties, which may prescribe additional benefit reductions and/or higher contribution rates.

Notwithstanding subsequent changes to the Schedules, a schedule of contribution rates provided by the Board and relied upon by the bargaining parties in negotiating a collective bargaining agreement shall remain in effect for the duration of that collective bargaining agreement.

However, a collective bargaining agreement that is renewed or extended will need to include terms consistent with one of the Schedules in effect at the time of the renewal or extension.

ADDITIONAL ADMINISTRATIVE ISSUES

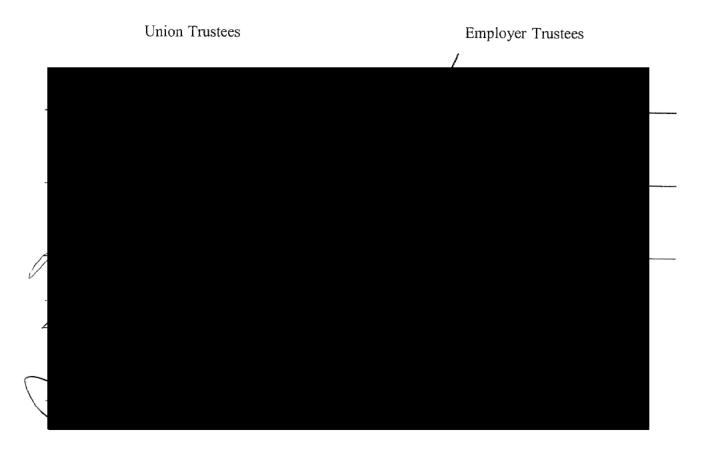
For non-bargaining unit employees employed by Employers who also contribute on behalf of bargaining unit employees the Schedule and implementation date is the same as the Schedule and first implementation date for that Employer's bargaining unit employees. For non-bargaining unit employees not employed by an Employer that contributes pursuant to a collective bargaining agreement, the implementation date is the earlier of the Employer's adoption of a Schedule or 180 days following the first day of the first plan year beginning afterthe Employer is provided the Schedules.

The Board recognizes that it is possible a Participant may change Employers, or that an Employer may negotiate terms consistent with a Schedule different from the one it originally adopted. If, as a result of such an event, the Participant becomes covered by first one Schedule and then another, and the second Schedule provides a higher level of benefits and contributions than the first, then benefits accrued up to the effective date of the second Schedule (the "Change Date") will be determined under the first Schedule, and benefits accruing after the Change Date will be determined under the second Schedule. However, if the second Schedule provides a lower level of benefits and contributions than the first, the terms of the second Schedule shall govern with respect to all benefits earned by the Participant, except that the accrued Normal Retirement benefit as of a given Change Date shall not be reduced merely due to such a change of schedules.

AZ BRK 000081

TRUSTEE APPROVAL

Effective as specified herein, the Plan's Board of Trustees hereby adopts this updated Rehabilitation Plan on August ___, 2019.



DEFAULT SCHEDULE

The following benefit changes shall take effect under this Schedule upon its implementation, but not prior to January 1, 2017, and allowing for legally required participant notification:

- Disability benefits under Article III, Sections 6 through 9 of the Plan are eliminated for all Participants that have not already (before implementation of this Schedule) satisfied all applicable eligibility requirements for such benefits.
- The Early Retirement adjustment factors described in Article III, Section 5 of the Plan shall be replaced with factors that provide a benefit that is actuarially equivalent to the Regular Pension, but shall in no event provide an Early Retirement benefit that is greater than otherwise provided in Article III Section 5.
- The Pre-Retirement Death Benefit under Article V, Section 1 (a)(1) of the Plan is eliminated.
- The post-retirement guarantee of 36 monthly payments under Article V, Section 1(b) is eliminated.
- ➤ Under Plan Section 3.03(a) ("Future Service Benefit"), the applicable multiplier of \$30 shall be reduced to \$9, for Pension Credit earned after implementation of this Schedule.
- Any additional contributions specifically required by this Schedule shall not be credited toward benefit accruals.
- The Delayed Retirement benefit adjustment factors described in Article VII, Section 5(c) and (d) of the Plan shall be replaced with factors that provide a benefit that is actuarially equivalent to the Regular Pension, but shall in no event provide a Delayed Retirement benefit that is greater than otherwise provided in Article VII, Section 5.
- The adjustment factors for all pensions described in Article IV (Husband-and-Wife pensions) of the Plan shall be replaced with factors that provide a benefit that is actuarially equivalent to the Regular Pension, but shall in no event provide for a benefit that is greater than otherwise provided in Article IV for the respective pension selected.

Contributions

Immediately upon implementation of this Default Schedule, the Employer shall increase its contribution rate by \$3.85 per hour, with no further increases required thereafter. This increase shall be with respect to the required contribution rate in effect immediately prior to implementation of this Schedule (disregarding statutory surcharges).

PREFERRED SCHEDULE

The following benefit changes shall take effect under this Schedule upon its implementation, but not prior to January 1, 2017, and allowing for legally required participant notification:

- For all Participants who have not already (before implementation of this Schedule) satisfied all applicable eligibility requirements for Disability benefits under Article III, Sections 6 through 9 of the Plan, the availability of such benefits shall be limited to individuals who had 1,000 or more hours of work in Covered Employment for a signatory contractor in the 12-months prior to onset of disability.
- The Early Retirement adjustment factors described in Article III, Section 5 of the Plan shall be replaced with factors that provide a benefit that is actuarially equivalent to the Regular Pension, but shall in no event provide an Early Retirement benefit that is greater than otherwise provided in Article III Section 5.
- > The Pre-Retirement Death Benefit under Article V, Section I (a)(I) of the Plan is eliminated.
- The post-retirement guarantee of 36 monthly payments under Article V, Section 1 (b) of the Plan is eliminated.
- Any additional contributions specifically required by this Schedule shall not be credited toward benefit accruals.
- The Delayed Retirement benefit adjustment factors described in Article VII, Section 5(c) and (d) of the Plan shall be replaced with factors that provide a benefit that is actuarially equivalent to the Regular Pension, but shall in no event provide a Delayed Retirement benefit that is greater than otherwise provided in Article VII, Section 5.
- The adjustment factors for all pensions described in Article IV (Husband-and-Wife pensions) of the Plan shall be replaced with factors that provide a benefit that is actuarially equivalent to the Regular Pension, but shall in no event provide for a benefit that is greater than otherwise provided in Article IV for the respective pension selected.

Contributions

The Employers shall not be required to increase their contribution rates at this time, but the ability for Employers to increase the contribution rates in the future shall be reviewed by the Board from time to time.



U.S. BUREAU OF LABOR STATISTICS

Occupational Employment Statistics



Occupational Employment and Wages, May 2019

47-2021 Brickmasons and Blockmasons

Lay and bind building materials, such as brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances, to construct or repair walls, partitions, arches, sewers, and other structures. Installers of mortarless segmental concrete masonry wall units are classified in "Landscaping and Groundskeeping Workers" (37-3011). Excludes "Stonemasons" (47-2022).

National estimates for this occupation Industry profile for this occupation Geographic profile for this occupation

National estimates for this occupation: Top

Employment estimate and mean wage estimates for this occupation:

Employment (1)	Employment RSE (3)	Mean hourly wage	Mean annual wage (2)	Wage RSE (3)
60,650	2.4 %	\$27.15	\$56,470	1.0 %

Percentile wage estimates for this occupation:

Percentile	10%	25%	50% (Median)	75%	90%
Hourly Wage	\$15.86	\$19.96	\$25.53	\$31.90	\$42.00
Annual Wage <u>(2)</u>	\$32,980	\$41,520	\$53,100	\$66,360	\$87,360

Industry profile for this occupation: Top

Industries with the highest published employment and wages for this occupation are provided. For a list of all industries with employment in this occupation, see the Create Customized Tables function.

Industries with the highest levels of employment in this occupation:

Industry	Employment (1)	Percent of industry employment	Hourly mean wage	Annual mean wage <u>(2)</u>
Foundation, Structure, and Building Exterior Contractors	47,610	5.09	\$26.61	\$55,340
Nonresidential Building Construction	3,520	0.42	\$32.63	\$67,860
Building Finishing Contractors	2,040	0.24	\$29.92	\$62,230
Residential Building Construction	1,700	0.21	\$29.41	\$61,160
Other Specialty Trade Contractors	1,300	0.18	\$27.37	\$56,940

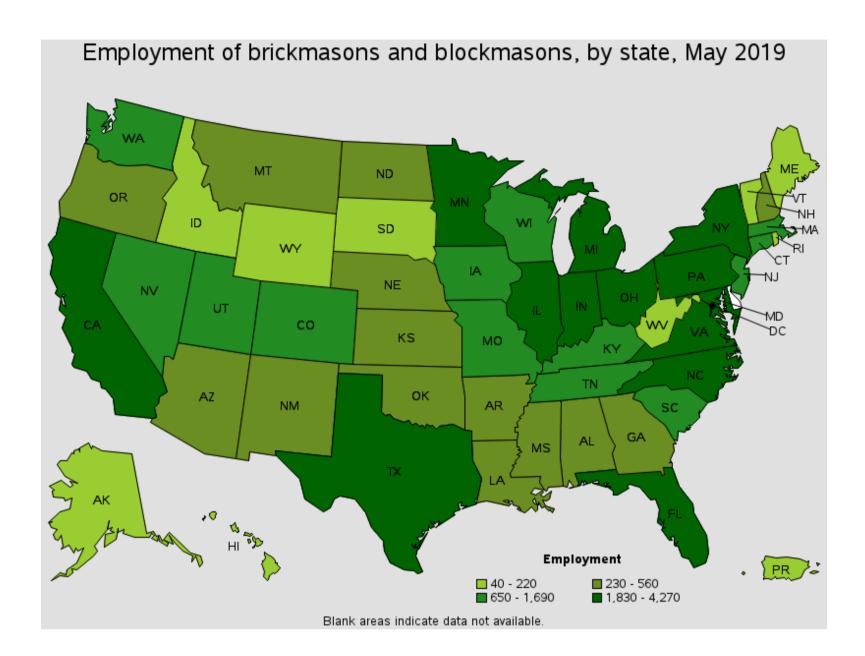
Industries with the highest concentration of employment in this occupation:

Industry	Employment (1)	Percent of industry employment	Hourly mean wage	Annual mean wage <u>(2)</u>
Foundation, Structure, and Building Exterior <u>Contractors</u>	47,610	5.09	\$26.61	\$55,340
Nonresidential Building Construction	3,520	0.42	\$32.63	\$67,860
Iron and Steel Mills and Ferroalloy Manufacturing	210	0.24	\$32.02	\$66,590
Building Finishing Contractors	2,040	0.24	\$29.92	\$62,230
Residential Building Construction	1,700	0.21	\$29.41	\$61,160

Top paying industries for this occupation:

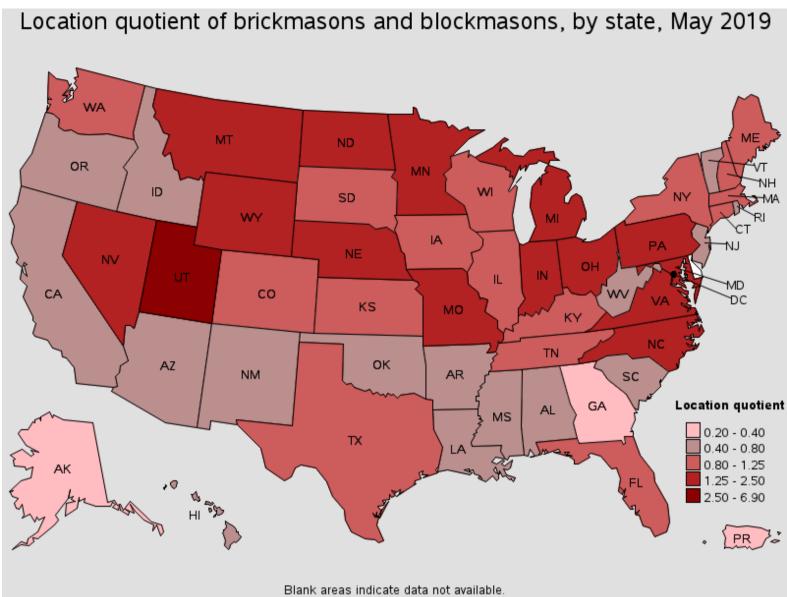
Industry	Employment (1)	Percent of industry employment	Hourly mean wage	Annual mean wage <u>(2)</u>
Management of Companies and Enterprises	90	.(7).	\$39.70	\$82,570
Nonferrous Metal (except Aluminum) Production and Processing	30	0.05	\$35.34	\$73,510
<u>Local Government, excluding schools and hospitals</u> (OES Designation)	390	0.01	\$33.23	\$69,120
Nonresidential Building Construction	3,520	0.42	\$32.63	\$67,860
Iron and Steel Mills and Ferroalloy Manufacturing	210	0.24	\$32.02	\$66,590

States and areas with the highest published employment, location quotients, and wages for this occupation are provided. For a list of all areas with employment in this occupation, see the <u>Create Customized Tables</u> function.



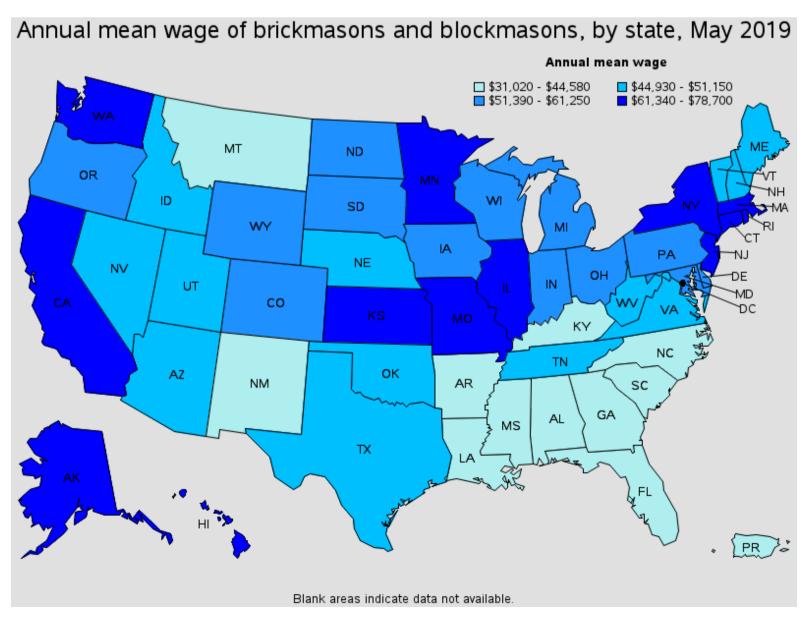
States with the highest employment level in this occupation:

State	Employment (1)	Employment per thousand jobs	Location quotient (<u>9)</u>	Hourly mean wage	Annual mean wage <u>(2)</u>
<u>Florida</u>	4,270	0.49	1.18	\$19.49	\$40,540
<u>Texas</u>	4,250	0.34	0.83	\$23.42	\$48,710
<u>New York</u>	4,170	0.44	1.06	\$36.41	\$75,720
<u>Pennsylvania</u>	3,560	0.60	1.46	\$27.09	\$56,350
<u>California</u>	3,260	0.19	0.45	\$34.03	\$70,780



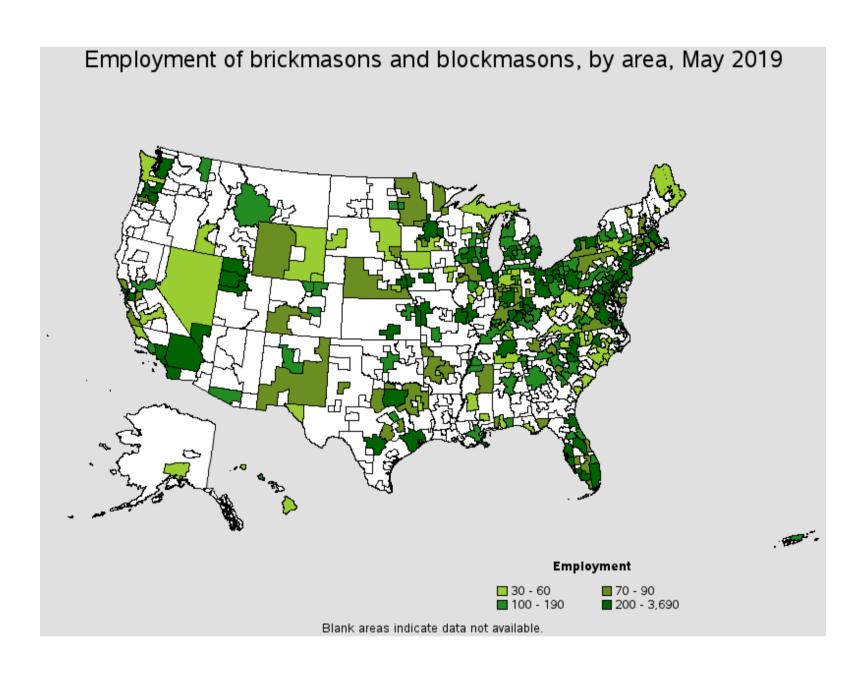
States with the highest concentration of jobs and location quotients in this occupation:

State	Employment (1)	Employment per thousand jobs	Location quotient <u>(9)</u>	Hourly mean wage	Annual mean wage <u>(2)</u>
<u>Utah</u>	1,690	1.12	2.72	\$21.76	\$45,260
<u>Montana</u>	400	0.84	2.05	\$21.43	\$44,580
<u>Minnesota</u>	2,150	0.74	1.80	\$30.89	\$64,250
<u>Virginia</u>	2,620	0.68	1.64	\$22.26	\$46,310
<u>Maryland</u>	1,830	0.68	1.64	\$24.71	\$51,390



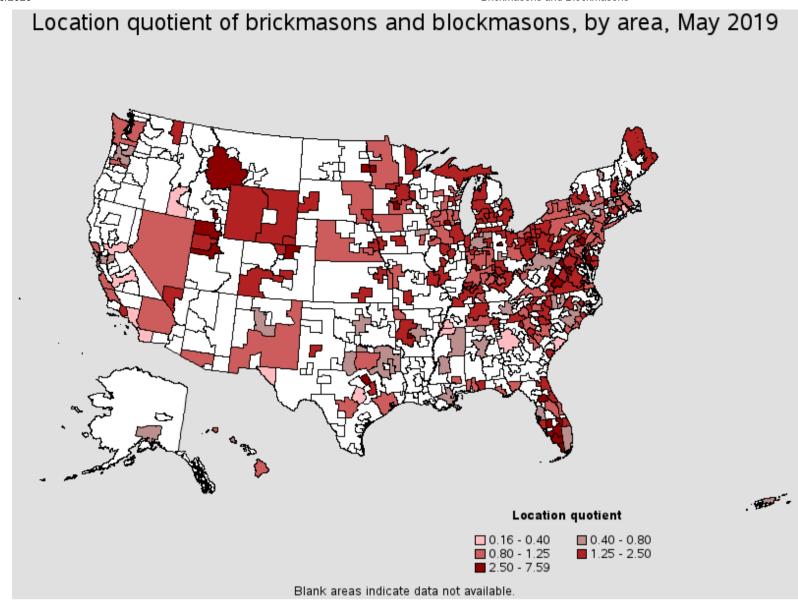
Top paying States for this occupation:

State	Employment (1)	Employment per thousand jobs	Location quotient (<u>9)</u>	Hourly mean wage	Annual mean wage (2)	
<u>Illinois</u>	2,810	0.47	1.13	\$37.84	\$78,700	
<u>New York</u>	4,170	0.44	1.06	\$36.41	\$75,720	
<u>New Jersey</u>	1,120	0.27	27 0.66 \$35.25	\$35.25	\$73,320	
<u>Massachusetts</u>	1,410	0.39	0.94	\$35.16	\$73,130	
<u>Alaska</u>	40	0.14	0.33	\$35.05	\$72,910	



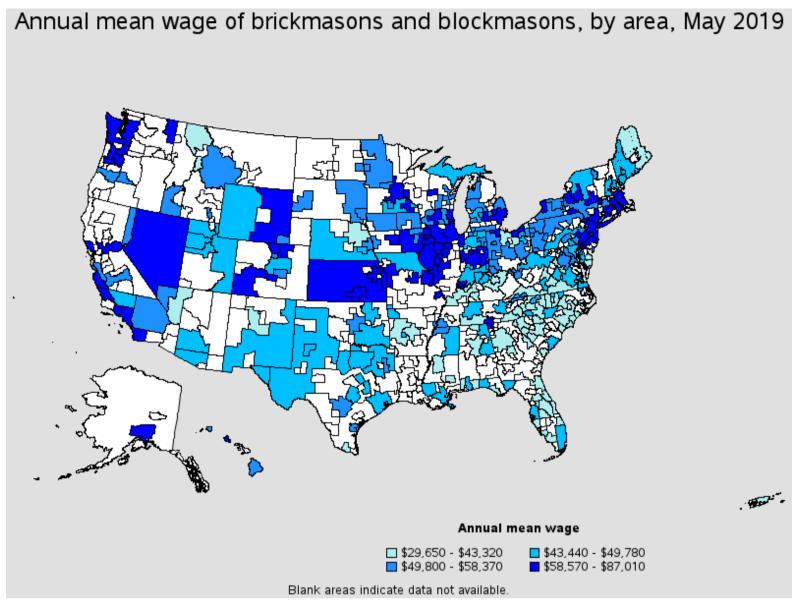
Metropolitan areas with the highest employment level in this occupation:

Metropolitan area	Employment (1)	Employment per thousand jobs	Location quotient (<u>9)</u>	Hourly mean wage	Annual mean wage <u>(2)</u>
New York-Newark-Jersey City, NY- NJ-PA	3,690	0.38	0.92	\$38.29	\$79,640
Chicago-Naperville-Elgin, IL-IN-WI	2,710	0.58	1.40	\$37.73	\$78,470
Washington-Arlington-Alexandria, DC-VA-MD-WV	2,290	0.72	1.74	\$24.80	\$51,580
<u>Minneapolis-St. Paul-</u> <u>Bloomington, MN-WI</u>	1,620	0.82	1.99	\$31.68	\$65,890
<u>Detroit-Warren-Dearborn, MI</u>	1,490	0.75	1.82	\$28.53	\$59,340
<u>Dallas-Fort Worth-Arlington, TX</u>	1,360	0.37	0.90	\$23.85	\$49,610
<u>Houston-The Woodlands-Sugar</u> <u>Land, TX</u>	1,340	0.44	1.06	\$22.29	\$46,370
<u>Philadelphia-Camden-</u> <u>Wilmington, PA-NJ-DE-MD</u>	1,330	0.46	1.12	\$30.90	\$64,270
Boston-Cambridge-Nashua, MA- NH	1,040	0.37	0.90	\$36.32	\$75,540
<u>Charlotte-Concord-Gastonia, NC-SC</u>	990	0.80	1.93	\$19.63	\$40,830



Metropolitan areas with the highest concentration of jobs and location quotients in this occupation:

Metropolitan area	Employment (1)	Employment per thousand jobs	Location quotient (<u>9)</u>	Hourly mean wage	Annual mean wage <u>(2)</u>
Provo-Orem, UT	800	3.13	7.59	\$21.59	\$44,910
<u>Lancaster, PA</u>	490	1.97	4.77	\$24.11	\$50,150
Mankato-North Mankato, MN	90	1.59	3.86	\$25.60	\$53,250
Naples-Immokalee-Marco Island, FL	240	1.58	3.82	\$19.92	\$41,430
Bloomington, IN	110	1.55	3.74	\$23.19	\$48,230
Janesville-Beloit, WI	100	1.54	3.73	\$27.82	\$57,870
Cape Coral-Fort Myers, FL	410	1.50	3.64	\$19.20	\$39,940
<u>Ocala, FL</u>	160	1.49	3.61	\$19.73	\$41,040
<u>Waco, TX</u>	170	1.45	3.52	\$23.39	\$48,640
Pocatello, ID	50	1.38	3.35	\$28.06	\$58,370



Top paying metropolitan areas for this occupation:

Metropolitan area	Employment (1)	Employment per thousand jobs	Location quotient <u>(9)</u>	Hourly mean wage	Annual mean wage (2)
Oxnard-Thousand Oaks-Ventura, <u>CA</u>	180	0.57	1.37	\$41.83	\$87,010
New York-Newark-Jersey City, NY- NJ-PA	3,690	0.38	0.92	\$38.29	\$79,640
<u>Pittsfield, MA</u>	60	1.36	3.30	\$37.98	\$79,000
Chicago-Naperville-Elgin, IL-IN-WI	2,710	0.58	1.40	\$37.73	\$78,470
<u>Seattle-Tacoma-Bellevue, WA</u>	670	0.33	0.81	\$36.58	\$76,080
<u>Urban Honolulu, HI</u>	130	0.28	0.68	\$36.47	\$75,860
Boston-Cambridge-Nashua, MA- NH	1,040	0.37	0.90	\$36.32	\$75,540
<u>Anchorage, AK</u>	30	0.20	0.48	\$36.03	\$74,950
<u>Peoria, IL</u>	100	0.58	1.41	\$35.83	\$74,530
St. Louis, MO-IL	830	0.61	1.47	\$35.60	\$74,050

Nonmetropolitan areas with the highest employment in this occupation:

Nonmetropolitan area	Employment (1)	Employment per thousand jobs	Location quotient <u>(9)</u>	Hourly mean wage	Annual mean wage (2)
North Northeastern Ohio non- metropolitan area (non- contiguous)	210	0.64	1.55	\$19.71	\$40,990
Southwest Montana nonmetropolitan area	190	1.36	3.28	\$24.06	\$50,050
Balance of Lower Peninsula of Michigan nonmetropolitan area	150	0.56	1.37	\$26.84	\$55,830
Western Pennsylvania nonmetropolitan area	150	0.99	2.39	\$25.44	\$52,910
Southern Pennsylvania nonmetropolitan area	150	0.78	1.89	\$22.01	\$45,790

Nonmetropolitan areas with the highest concentration of jobs and location quotients in this occupation:

Nonmetropolitan area	Employment (1)	Employment per thousand jobs	Location quotient <u>(9)</u>	Hourly mean wage	Annual mean wage <u>(2)</u>
Maryland nonmetropolitan area	90	1.56	3.78	\$22.38	\$46,540
AZ BRK 000090					

Southwest Montana nonmetropolitan area	190	1.36	3.28	\$24.06	\$50,050
South Florida nonmetropolitan <u>area</u>	90	1.12	2.71	<u>(8)</u>	.(8).
<u>Northwest Virginia</u> <u>nonmetropolitan area</u>	70	1.03	2.50	\$20.20	\$42,010
<u>Western Pennsylvania</u> nonmetropolitan area	150	0.99	2.39	\$25.44	\$52,910

Top paying nonmetropolitan areas for this occupation:

Nonmetropolitan area	Employment (1)	Employment per thousand jobs	Location quotient (9)	Hourly mean wage	Annual mean wage (2)
<u>West Central Illinois</u> <u>nonmetropolitan area</u>	<u>(8)</u>	<u>(8)</u> .	<u>(8)</u> .	\$31.90	\$66,350
<u>Western Washington</u> nonmetropolitan area	40	0.34	0.83	\$31.17	\$64,840
<u>Southwest Colorado</u> <u>nonmetropolitan area</u>	70	0.72	1.74	\$30.53	\$63,500
<u>Eastern Wyoming</u> nonmetropolitan area	50	0.56	1.36	\$29.96	\$62,320
Southeast Iowa nonmetropolitan area	.(8).	<u>(8)</u> .	<u>(8)</u> .	\$29.68	\$61,740

About May 2019 National, State, Metropolitan, and Nonmetropolitan Area Occupational Employment and Wage Estimates

These estimates are calculated with data collected from employers in all industry sectors, all metropolitan and nonmetropolitan areas, and all states and the District of Columbia. The top employment and wage figures are provided above. The complete list is available in the <u>downloadable XLS files</u>.

The percentile wage estimate is the value of a wage below which a certain percent of workers fall. The median wage is the 50th percentile wage estimate--50 percent of workers earn less than the median and 50 percent of workers earn more than the median. More about percentile wages.

- (1) Estimates for detailed occupations do not sum to the totals because the totals include occupations not shown separately. Estimates do not include self-employed workers.
- (2) Annual wages have been calculated by multiplying the hourly mean wage by a "year-round, full-time" hours figure of 2,080 hours; for those occupations where there is not an hourly wage published, the annual wage has been directly calculated from the reported survey data.
- (3) The relative standard error (RSE) is a measure of the reliability of a survey statistic. The smaller the relative standard error, the more precise the estimate.
- (7) The value is less than .005 percent of industry employment.
- (8) Estimate not released.
- (9) The location quotient is the ratio of the area concentration of occupational employment to the national average concentration. A location quotient greater than one indicates the occupation has a higher share of employment than average, and a location quotient less than one indicates the occupation is less prevalent in the area than average.

Other OES estimates and related information:

May 2019 National Occupational Employment and Wage Estimates

May 2019 State Occupational Employment and Wage Estimates

May 2019 Metropolitan and Nonmetropolitan Area Occupational Employment and Wage Estimates

May 2019 National Industry-Specific Occupational Employment and Wage Estimates

May 2019 Occupation Profiles

Technical Notes

Last Modified Date: July 6, 2020

U.S. BUREAU OF LABOR STATISTICS Division of Occupational Employment Statistics PSB Suite 2135 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-6569_ www.bls.gov/OES Contact OES

Arizona Bricklayers' Pension Trust Fund Exhibit 10 to Application for Suspension of Benefits

<u>Narrative Statement – Critical and Declining Status</u>

The Plan consists of employers in the masonry industry, which declined significantly during the great recession of 2008 and subsequently and has not yet recovered. Eventual recovery remains uncertain. The significant decline in the industry caused a reduction in the number of employers and active participants in the Plan from 30 to 10 employers and 579 to 54 active participants from 2007 to 2019. This includes two large employers that left the Plan to continue as "non-union" employers. In the southwestern United States there is available a larger than typical pool of transient potential workers, and utilization of these transient, non-union employees permits and continues to permit the non-Union competitors of the Plan's past and remaining contributing employers to enjoy a significant economic advantage when it comes to bidding work covered by the CBAs that require contributions to the Plan. As a result, there are insufficient contributions to the Plan to sustain the plan at a healthy level as required by ERISA and the Code. See **Exhibit 6** to the Application at pp. 12-14 for a summary of past and current contribution levels over the most recent 10 years.

This rate was reduced from \$43 effective for benefit accruals January 1, 2007 and after. The Board determined that further reducing the benefit accrual level and further eliminating adjustable benefits would leave very little incentive for participants to remain union employees and would therefore have a detrimental impact on the Plan's future funding. This is related to the issue of the availability of transient non-Union labor as discussed above.

As of March 31, 2015, the Plan was *not* certified to be in critical status for that plan year but was projected to be in critical status in one or more of the subsequent five plan years. For plan year January 1, 2015 through December 31, 2015, the Plan did not elect critical status.

By the next plan year, it became fully clear that the Plan's decreasing funding levels required action beyond that available to the Trustees absent election of critical status and utilization of the tools the PPA provides. The Plan was first certified to be in critical status as of March 30, 2016. On May 5, 2016, the Trustees adopted a Rehabilitation Plan, implementing all reasonable measures for the purpose of attempting to emerge from critical status and to avoid insolvency, consisting of benefit changes.

The 2016 Rehabilitation Plan, the 2019 Update to the plan, associated schedules and correspondence please see **Exhibit 8** to the Application. A summary is provided here.

Rehabilitation Plan Adopted May 5, 2016

Preferred Schedule (elected by all employers)

Benefit Changes:

- Changed eligibility for disability benefit to require participant to have worked 1,000 or more hours in Covered Employment for a signatory contractor in the 12-months prior to onset of disability.
- Changed early retirement factors to actuarial equivalent factors.
- Eliminated pre-retirement death benefit.
- Eliminated post-retirement 36-month guarantee feature.
- Changed delayed retirement factors to actuarial equivalent factors.
- Changed optional form factors to actuarial equivalent factors.

Contribution Increases:

None.

Default Schedule (not elected or imposed on any employer)

Benefit Changes:

- Reduced future benefit accrual rate to \$9 per pension credit.
- Eliminated disability benefit.
- Changed early retirement factors to actuarial equivalent factors.
- Eliminated pre-retirement death benefit.
- Eliminated post-retirement 36-month guarantee feature.
- Changed delayed retirement factors to actuarial equivalent factors.
- Changed optional form factors to actuarial equivalent factors.

Contribution Increases:

Required contribution rate increase of \$3.85 per hour.

Although the Trustees made significant plan changes as described above, the Plan's actuary determined that if <u>all</u> adjustable benefits were eliminated and future accrual rates were reduced to 1.00% of the contribution level, hourly contribution rates would need to increase from \$0.90 to \$4.75 per hour over the 10 year rehabilitation period to enable the Plan to emerge from critical status by the end of that period. Given the demographics of the Plan's remaining employers and the nature of the masonry industry in Phoenix as described above, the Trustees determined that the actuarially required contribution rate increases would in fact harm the Plan by making employers even more uncompetitive when bidding for work, resulting in still fewer hours for the remaining active employers. Contribution increases, the Trustees reasoned, would also precipitate further employer withdrawals and bankruptcies. Therefore, the preferred schedule maintained the \$0.90 contribution rate (while the default schedule required substantial increases). Additionally, the

Trustees determined that the elimination of all adjustable benefits would leave the remaining active participants with little or no reason to remain union employees.

Notwithstanding the measures described above and exacerbated by the poor 2018 investment performance of the Plan, for plan years 2019 and 2020 the Plan was certified to be in critical and declining status. Again, the Trustees determined that based on reasonable assumptions and the exhaustion of all reasonable measures the Plan could not be expected to emerge from critical status by the end of the rehabilitation period or at a later time, and so resolved to implement additional reasonable measure to avoid insolvency. This determination was documented in the update to the Rehabilitation Plan for the 2019 plan year, which is found at **Exhibit 8** to the Application.

As noted above, substantially all adjustable benefits have been eliminated under the rehabilitation and ARM plans. The Trustees have reasonably and prudently determined that elimination of additional benefits would make it impossible to maintain sufficient employee participation to staff upcoming work, which otherwise would lead to a further decline in contribution hours, hastening the Plan's insolvency. With this history, the actuarially reality of the Plan is that with a suspension down to 110% of the PBGC guarantee level and a partition of 80% of the Plan's deferred vested liabilities, insolvency will follow.

Application for Proposed Benefit Suspension as of January 1, 2022 Demonstration that Limitations on Individual Suspension are Satisfied

Example 1 - Individual currently receiving benefits below 110% PBGC Guarantee (including contingent beneficiary)

Participant	Information
-------------	-------------

(1)	Date of birth	9/16/1945
(2)	Age at end of month that includes proposed suspension date (January 31, 2022)	76 years 4 months
(3)	Current monthly benefit	\$98.00
(4)	Years of service through proposed suspension date (January 1, 2022)	15.75
(5)	Form of payment	Pop-Up
(6)	Joint and survivor percentage	100.00%
(7)	Late retirement factor	1.000

			Contingent	
Calcu	ulation of PBGC Guarantee	<u>Participant</u>	Beneficiary	Pop-Up
(8)	Monthly benefit with late retirement factor	\$98.00	\$98.00	\$119.00
(9)	Monthly benefit without late retirement factor = $[(8) \div (7)]$	\$98.00	\$98.00	\$119.00
(10)	Implied accrual rate = $[(9) \div (4)]$	\$6.22	\$6.22	\$7.56
(11)	PBGC guaranteed accrual rate = [100% of first \$11 of (10) + 75% of (10) between \$11 and \$44]	\$6.22	\$6.22	\$7.56
(12)	PBGC guaranteed benefit = [(4) x (11)]	\$98.00	\$98.00	\$119.00
(13)	110% of PBGC guaranteed benefit = [(12) x 110%]	\$107.80	\$107.80	\$130.90

		<u>Contingent</u>	
Calculation of Proposed Suspension	<u>Participant</u>	Beneficiary	Pop-Up
(14) Amount of monthly benefit not based on disability	\$98.00	\$98.00	\$119.00
(15) Amount of monthly benefit based on disability	\$0.00	\$0.00	\$0.00
(16) Maximum reduction before disability and age-based limitations = [(8) - (13), not less than \$0]	\$0.00	\$0.00	\$0.00
(17) Months from age 80 (as of January 31, 2022), not greater than 60	44	44	44
(18) Applicable percentage for age-based limitation = [(17) ÷ 60]	73.33%	73.33%	73.33%
(19) Reduction in benefit under suspension after age-based limitation but before disability-based limitation= [(16) x (18)]	\$0.00	\$0.00	\$0.00
(20) Minimum benefit due to disability-based limitation = [(15)]	\$0.00	\$0.00	\$0.00
(21) Final proposed reduction in benefit under suspension = [(19), not less than ((8) - (20)]	\$0.00	\$0.00	\$0.00
(22) Final Monthly Benefit under Proposed Suspension Effective January 1, 2022 = [(8) - (21)]	\$98.00	\$98.00	\$119.00

Application for Proposed Benefit Suspension as of January 1, 2022 Demonstration that Limitations on Individual Suspension are Satisfied

Example 2 - Individual currently receiving benefits reduced to 110% PBGC Guarantee (including contingent beneficiary)

(1)	Date of birth	2/10/1959
(2)	Age at end of month that includes proposed suspension date (January 31, 2022)	62 years 11 months
(3)	Current monthly benefit	\$717.00
(4)	Years of service through proposed suspension date (January 1, 2022)	17.83
(5)	Form of payment	Pop-Up
(6)	Joint and survivor percentage	50.00%
(7)	Late retirement factor	1.000

			Contingent	
Calcu	Calculation of PBGC Guarantee		Beneficiary	Pop-Up
(8)	Monthly benefit with late retirement factor	\$717.00	\$358.50	\$745.50
(9)	Monthly benefit without late retirement factor = $[(8) \div (7)]$	\$717.00	\$358.50	\$745.50
(10)	Implied accrual rate = $[(9) \div (4)]$	\$40.21	\$20.11	\$41.81
(11)	PBGC guaranteed accrual rate = [100% of first \$11 of (10) + 75% of (10) between \$11 and \$44]	\$32.91	\$17.83	\$34.11
(12)	PBGC guaranteed benefit = [(4) x (11)]	\$586.78	\$317.91	\$608.16
(13)	110% of PBGC guaranteed benefit = $[(12) \times 110\%]$	\$645.46	\$349.70	\$668.97

			Contingent	
Calculation of Proposed Suspension		<u>Participant</u>	Beneficiary	Pop-Up
(14)	Amount of monthly benefit not based on disability	\$717.00	\$358.50	\$745.50
(15)	Amount of monthly benefit based on disability	\$0.00	\$0.00	\$0.00
(16)	Maximum reduction before disability and age-based limitations = [(8) - (13), not less than \$0]	\$71.54	\$8.80	\$76.53
(17)	Months from age 80 (as of January 31, 2022), not greater than 60	60	60	60
(18)	Applicable percentage for age-based limitation = $[(17) \div 60]$	100.00%	100.00%	100.00%
(19)	Reduction in benefit under suspension after age-based limitation but before disability-based limitation= [(16) x (18)]	\$71.54	\$8.80	\$76.53
(20)	Minimum benefit due to disability-based limitation = [(15)]	\$0.00	\$0.00	\$0.00
(21)	Final proposed reduction in benefit under suspension = [(19), not less than ((8) - (20)]	\$71.54	\$8.80	\$76.53
(22)	Final Monthly Benefit under Proposed Suspension Effective January 1, 2022 = [(8) - (21)]	\$645.46	\$349.70	\$668.97

Application for Proposed Benefit Suspension as of January 1, 2022 Demonstration that Limitations on Individual Suspension are Satisfied

Example 3 - Individual currently receiving benefits between age 75 and 80 (including contingent beneficiary)

Parti	Participant Information				
(1)	Date of birth	7/16/1944			
(2)	Age at end of month that includes proposed suspension date (January 31, 2022)	77 years 6 months			
(3)	Current monthly benefit	\$1,511.50			
(4)	Years of service through proposed suspension date (January 1, 2022)	36.50			

(5) Form of payment

(6) Joint and survivor percentage

(7) Late retirement factor

			Contingent	
Calcu	Calculation of PBGC Guarantee		Beneficiary	Pop-Up
(8)	Monthly benefit with late retirement factor	\$1,511.50	\$1,511.50	\$1,729.00
(9)	Monthly benefit without late retirement factor = $[(8) \div (7)]$	\$1,511.50	\$1,511.50	\$1,729.00
(10)	Implied accrual rate = $[(9) \div (4)]$	\$41.41	\$41.41	\$47.37
(11)	PBGC guaranteed accrual rate = [100% of first \$11 of (10) + 75% of (10) between \$11 and \$44]	\$33.81	\$33.81	\$35.75
(12)	PBGC guaranteed benefit = [(4) x (11)]	\$1,234.00	\$1,234.00	\$1,304.88
(13)	110% of PBGC guaranteed benefit = [(12) x 110%]	\$1,357.40	\$1,357.40	\$1,435.36

Pop-Up

100.00%

1.000

			Contingent	
Calcu	ulation of Proposed Suspension	<u>Participant</u>	Beneficiary	Pop-Up
(14)	Amount of monthly benefit not based on disability	\$1,511.50	\$1,511.50	\$1,729.00
(15)	Amount of monthly benefit based on disability	\$0.00	\$0.00	\$0.00
(16)	Maximum reduction before disability and age-based limitations = [(8) - (13), not less than \$0]	\$154.10	\$154.10	\$293.64
(17)	Months from age 80 (as of January 31, 2022), not greater than 60	30	30	30
(18)	Applicable percentage for age-based limitation = $[(17) \div 60]$	50.00%	50.00%	50.00%
(19)	Reduction in benefit under suspension after age-based limitation but before disability-based limitation= [(16) x (18)]	\$77.05	\$77.05	\$146.82
(20)	Minimum benefit due to disability-based limitation = [(15)]	\$0.00	\$0.00	\$0.00
(21)	Final proposed reduction in benefit under suspension = [(19), not less than ((8) - (20)]	\$77.05	\$77.05	\$146.82
(22)	Final Monthly Benefit under Proposed Suspension Effective January 1, 2022 = [(8) - (21)]	\$1,434.45	\$1,434.45	\$1,582.18

Application for Proposed Benefit Suspension as of January 1, 2022 Demonstration that Limitations on Individual Suspension are Satisfied

Example 4 - Individual currently receiving benefits over age 80 (including contingent beneficiary)

Participant	Information
-------------	-------------

(1)	Date of birth	12/8/1939
(2)	Age at end of month that includes proposed suspension date (January 31, 2022)	82 years 1 months
(3)	Current monthly benefit	\$245.50
(4)	Years of service through proposed suspension date (January 1, 2022)	14.75
(5)	Form of payment	Pop-Up
(6)	Joint and survivor percentage	100.00%
(7)	Late retirement factor	1.000

			Contingent	
Calculation of PBGC Guarantee		<u>Participant</u>	Beneficiary	Pop-Up
(8)	Monthly benefit with late retirement factor	\$245.50	\$245.50	\$277.00
(9)	Monthly benefit without late retirement factor = $[(8) \div (7)]$	\$245.50	\$245.50	\$277.00
(10)	Implied accrual rate = $[(9) \div (4)]$	\$16.64	\$16.64	\$18.78
(11)	PBGC guaranteed accrual rate = [100% of first \$11 of (10) + 75% of (10) between \$11 and \$44]	\$15.23	\$15.23	\$16.83
(12)	PBGC guaranteed benefit = [(4) x (11)]	\$224.69	\$224.69	\$248.31
(13)	110% of PBGC guaranteed benefit = [(12) x 110%]	\$247.16	\$247.16	\$273.14

			Contingent	
Calculation of Proposed Suspension		<u>Participant</u>	Beneficiary	Pop-Up
(14) Amount of monthly benefit not based on disability		\$245.50	\$245.50	\$277.00
(15) Amount of monthly benefit based on disability		\$0.00	\$0.00	\$0.00
(16) Maximum reduction before disability and age-based limitations =	[(8) - (13), not less than \$0]	\$0.00	\$0.00	\$3.86
(17) Months from age 80 (as of January 31, 2022), not greater than 60		0	0	0
(18) Applicable percentage for age-based limitation = [(17) ÷ 60]		0.00%	0.00%	0.00%
(19) Reduction in benefit under suspension after age-based limitation	out before disability-based limitation= [(16) x (18)]	\$0.00	\$0.00	\$0.00
(20) Minimum benefit due to disability-based limitation = [(15)]		\$0.00	\$0.00	\$0.00
(21) Final proposed reduction in benefit under suspension = [(19), not	less than ((8) - (20)]	\$0.00	\$0.00	\$0.00
(22) Final Monthly Benefit under Proposed Suspension Effective Janu	ary 1, 2022 = [(8) - (21)]	\$245.50	\$245.50	\$277.00

Application for Proposed Benefit Suspension as of January 1, 2022 Demonstration that Limitations on Individual Suspension are Satisfied

Example 5 - Individual currently receiving benefits based on disability (including contingent beneficiary)

(1)	Date of birth	2/1/1952
(2)	Age at end of month that includes proposed suspension date (January 31, 2022)	69 years 11 months
(3)	Current monthly benefit	\$269.50
(4)	Years of service through proposed suspension date (January 1, 2022)	12.50
(5)	Form of payment	Pop-Up
(6)	Joint and survivor percentage	100.00%
(7)	Late retirement factor	1.000

			Contingent	
Calculation of PBGC Guarantee		<u>Participant</u>	Beneficiary	Pop-Up
(8)	Monthly benefit with late retirement factor	\$269.50	\$269.50	\$341.00
(9)	Monthly benefit without late retirement factor = $[(8) \div (7)]$	\$269.50	\$269.50	\$341.00
(10)	Implied accrual rate = $[(9) \div (4)]$	\$21.56	\$21.56	\$27.28
(11)	PBGC guaranteed accrual rate = [100% of first \$11 of (10) + 75% of (10) between \$11 and \$44]	\$18.92	\$18.92	\$23.21
(12)	PBGC guaranteed benefit = [(4) x (11)]	\$236.50	\$236.50	\$290.13
(13)	110% of PBGC guaranteed benefit = [(12) x 110%]	\$260.15	\$260.15	\$319.14

		<u>Contingent</u>	
Calculation of Proposed Suspension	<u>Participant</u>	Beneficiary	Pop-Up
(14) Amount of monthly benefit not based on disability	\$0.00	\$269.50	\$0.00
(15) Amount of monthly benefit based on disability	\$269.50	\$0.00	\$341.00
(16) Maximum reduction before disability and age-based limitations = [(8) - (13), not less than \$0]	\$9.35	\$9.35	\$21.86
(17) Months from age 80 (as of January 31, 2022), not greater than 60	60	60	60
(18) Applicable percentage for age-based limitation = $[(17) \div 60]$	100.00%	100.00%	100.00%
(19) Reduction in benefit under suspension after age-based limitation but before disability-based limitation= [(16) x (18)]	\$9.35	\$9.35	\$21.86
(20) Minimum benefit due to disability-based limitation = [(15)]	\$269.50	\$0.00	\$341.00
(21) Final proposed reduction in benefit under suspension = [(19), not less than ((8) - (20)]	\$0.00	\$9.35	\$0.00
(22) Final Monthly Benefit under Proposed Suspension Effective January 1, 2022 = [(8) - (21)]	\$269.50	\$260.15	\$341.00

Application for Proposed Benefit Suspension as of January 1, 2022 Demonstration that Limitations on Individual Suspension are Satisfied

Example 6 - Future retiree reduced to 110% PBGC Guarantee

Participant Information

(19)	Final Monthly Benefit under Proposed Suspension Effective January 1, 2022 = [(6) - (18)]	\$547.82
(18)	Final proposed reduction in benefit under suspension = [(16), not less than ((6) - (17)]	\$51.45
(17)	Minimum benefit due to disability-based limitation = [(12)]	\$0.00
(16)	Reduction in benefit under suspension after age-based limitation but before disability-based limitation= [(13) x (15)]	\$51.45
(15)	Applicable percentage for age-based limitation = $[(14) \div 60]$	100.00%
(14)	Months from age 80 (as of January 31, 2022), not greater than 60	60
(13)	Maximum reduction before disability and age-based limitations = [(6) - (10), not less than \$0]	\$51.45
(12)	Amount of monthly benefit based on disability	\$0.00
(11)	Amount of monthly benefit not based on disability	\$599.27
Calcul	lation of Proposed Suspension	
(10)	110% of PBGC guaranteed benefit = [(9) x 110%]	\$547.82
(9)	PBGC guaranteed benefit = [(4) x (8)]	\$498.02
(8)	PBGC guaranteed accrual rate = [100% of first \$11 of (7) + 75% of (7) between \$11 and \$44]	\$28.20
(7)	Implied accrual rate = $[(3) \div (4)]$	\$33.93
Calcu	lation of PBGC Guarantee	
(6)	Adjusted monthly benefit payable as single life annuity on proposed suspension date $= [(3) \times (5)]$	\$599.27
(5)	Actuarial increase factor for delayed retirement, if applicable	1.0000
(4)	Years of service through proposed suspension date	17.66
(3)	Accrued monthly benefit payable at later of Normal Retirement Date (NRD) and proposed suspension date (January 1, 2022)	\$599.27
(2)	Age at end of month that includes proposed suspension date (January 31, 2022)	44 years 9 months
(1)	Date of birth	4/15/1977

Application for Proposed Benefit Suspension as of January 1, 2022 Demonstration that Limitations on Individual Suspension are Satisfied

Example 7 - Future retiree between age 75 and 80

Participant Information

	npant information	
(1)	Date of birth	3/25/1944
(2)	Age at end of month that includes proposed suspension date (January 31, 2022)	77 years 10 months
(3)	Accrued monthly benefit payable at later of Normal Retirement Date (NRD) and proposed suspension date (January 1, 2022)	\$254.39
(4)	Years of service through proposed suspension date	5.92
(5)	Actuarial increase factor for delayed retirement, if applicable	1.7800
(6)	Adjusted monthly benefit payable as single life annuity on proposed suspension date $= [(3) \times (5)]$	\$452.81
Calcu	lation of PBGC Guarantee	
(7)	Implied accrual rate = $[(3) \div (4)]$	\$42.97
(8)	PBGC guaranteed accrual rate = [100% of first \$11 of (7) + 75% of (7) between \$11 and \$44]	\$34.98
(9)	PBGC guaranteed benefit = [(4) x (8)]	\$207.07
(10)	110% of PBGC guaranteed benefit = [(9) x 110%]	\$227.78
Calcu	lation of Proposed Suspension	
(11)	Amount of monthly benefit not based on disability	\$452.81
(12)	Amount of monthly benefit based on disability	\$0.00
(13)	Maximum reduction before disability and age-based limitations = [(6) - (10), not less than \$0]	\$225.03
(14)	Months from age 80 (as of January 31, 2022), not greater than 60	26
(15)	Applicable percentage for age-based limitation = [(14) ÷ 60]	43.33%
(16)	Reduction in benefit under suspension after age-based limitation but before disability-based limitation= [(13) x (15)]	\$97.51
(17)	Minimum benefit due to disability-based limitation = [(12)]	\$0.00
(18)	Final proposed reduction in benefit under suspension = [(16), not less than ((6) - (17)]	\$97.51
(19)	Final Monthly Benefit under Proposed Suspension Effective January 1, 2022 = [(6) - (18)]	\$355.30

Application for Proposed Benefit Suspension as of January 1, 2022 Demonstration that Limitations on Individual Suspension are Satisfied

Example 8 - Future disabled retiree

(19)	Final Monthly Benefit under Proposed Suspension Effective January 1, 2022 = [(6) - (18)]	\$754.49
(18)	Final proposed reduction in benefit under suspension = [(16), not less than ((6) - (17)]	\$0.00
(17)	Minimum benefit due to disability-based limitation = [(12)]	\$754.49
(16)	Reduction in benefit under suspension after age-based limitation but before disability-based limitation= [(13) x (15)]	\$67.75
(15)	Applicable percentage for age-based limitation = [(14) ÷ 60]	100.00%
(14)	Months from age 80 (as of January 31, 2022), not greater than 60	60
(13)	Maximum reduction before disability and age-based limitations = [(6) - (10), not less than \$0]	\$67.75
(12)	Amount of monthly benefit based on disability	\$754.49
(11)	Amount of monthly benefit not based on disability	\$0.00
Calcul	lation of Proposed Suspension	
(10)	110% of PBGC guaranteed benefit = [(9) x 110%]	\$686.74
(9)	PBGC guaranteed benefit = [(4) x (8)]	\$624.31
(8)	PBGC guaranteed accrual rate = [100% of first \$11 of (7) + 75% of (7) between \$11 and \$44]	\$29.38
(7)	Implied accrual rate = $[(3) \div (4)]$	\$35.51
Calcul	lation of PBGC Guarantee	
(6)	Adjusted monthly benefit payable as single life annuity on proposed suspension date $= [(3) \times (5)]$	\$754.49
(5)	Actuarial increase factor for delayed retirement, if applicable	1.0000
(4)	Years of service through proposed suspension date	21.25
(3)	Accrued monthly benefit payable at later of Normal Retirement Date (NRD) and proposed suspension date (January 1, 2022)	\$754.49
(2)	Age at end of month that includes proposed suspension date (January 31, 2022)	51 years 6 months
(1)	Date of birth	7/4/1970

Application for Proposed Benefit Suspension as of January 1, 2022 Demonstration that Proposed Suspension is Equitably Distributed

Rev. Proc. 2017-73, Section 4.04(1) - Information for the Plan in Aggregate Part a

		Terminated				Alternate	
	<u>Actives</u>	<u>Vested</u>	<u>Retirees</u>	<u>Disabled</u> ¹	<u>Beneficiaries</u>	<u>Payees²</u>	<u>Total</u>
Valuation Counts as of January 1, 2019	54	300	217	42	56	11	680
	40	4		4	4	4	4
Average Monthly Benefit Before Proposed Suspension ³	\$357	\$457	\$601	\$634	\$415	\$412	\$501
Average Monthly Benefit After Proposed Suspension ^{3, 4}	326	377	566	634	397	396	451
Percentage Change in Average Monthly Benefit	-8.9%	-17.4%	-5.9%	0.0%	-4.3%	-3.7%	-10.0%
Dunant Value of Assured Danelite Defens Dunanced Commercial ⁵	64 577 526	¢42.000.404	Ć42 000 CE4	¢2 002 045	64 027 555	¢264.465	ć22 270 24 <i>C</i>
Present Value of Accrued Benefits Before Proposed Suspension ⁵	\$1,577,536	\$12,606,461	\$13,989,654	\$2,002,945	\$1,837,555	\$364,165	\$32,378,316
Present Value of Accrued Benefits After Proposed Suspension ⁵	1,483,049	11,257,915	12,812,108	1,992,637	1,728,515	343,801	29,618,025
Reduction in Present Value of Benefits Due to Proposed Suspension ⁵	-94,487	-1,348,546	-1,177,546	-10,308	-109,040	-20,364	-2,760,291

¹The decrease in liability under the proposed suspension reflects the reduction to the contingent beneficiary's benefit.

Part b

Percentage reduction in benefits	<u>Actives</u>	Trm. Vested	Retirees	Disabled	<u>Beneficiaries</u>	Alt. Payees	Total Counts	% of Total
No reduction	0	0	87	42	36	5	170	25%
Greater than 0% but less than 5%	0	0	26	0	7	2	35	5%
At least 5% but less than 10%	52	127	71	0	10	1	261	38%
At least 10% but less than 15%	2	96	24	0	2	2	126	19%
At least 15% but less than 20%	0	20	6	0	1	1	28	4%
At least 20% but less than 25%	0	10	2	0	0	0	12	2%
At least 25% but less than 30%	0	14	1	0	0	0	15	2%
At least 30% but less than 35%	0	8	0	0	0	0	8	1%
At least 35% but less than 40%	0	7	0	0	0	0	7	1%
At least 40% but less than 45%	0	12	0	0	0	0	12	2%
At least 45% but less than 50%	<u>0</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>	<u>1%</u>
Total number of participants impacted by proposed suspension	54	300	130	0	20	6	510	75%
Percentage of participants impacted by suspension (within status)	100%	100%	60%	0%	36%	55%	75%	
Average reduction % per member (among those impacted)	8.1%	15.2%	8.4%	0.0%	6.5%	9.0%	12.3%	

² Excludes alternate payees not in payment status. The average benefits and present value of benefits for deferred alternate payees are included with active and terminated vested participants.

³ Accrued benefit payable at normal retirement age (or immediately if over NRA) as single life annuity for actives and terminated vested participants; current monthly benefit for those in payment status.

⁴ Determined taking into account individual limitations, as applicable. Does not reflect impact of proposed partition.

⁵ Estimated as of January 1, 2022 based on the assumptions described in the report titled "Report of Required Actuarial Information - Application for Proposed Benefit Suspensions as of January 1, 2022". Liability shown for Actives includes liability for New Entrants. Does not include load for administrative expenses.