#### Notice: This is not a reduction in current benefits being paid.

#### Dear Participant:

This special issue of the IPF Retirement Blueprint focuses on the Pension Protection Act of 2006 (PPA) and the annual notice that law requires. The PPA has been discussed in annual mailings from the Fund Office to participants, employers and Local Unions. This notice is also being sent to employers, pensioners and inactive participants. Please keep in mind that recent changes in the International Pension Fund ("IPF" or "Plan") do not affect monthly benefits already being paid.

The first notice concerns the PPA and can be found on page 2. In the Plan Year effective January 1, 2016, the Plan was considered in "critical" status under the tests set out in the PPA, although the Plan is certainly solvent, and remains in relatively strong financial position. Since the Board of Trustees established a Funding Improvement Plan in 2010, the construction industry has experienced a prolonged contraction and investment markets have failed to consistently meet assumed rates of return. For those reasons, and pursuant to the PPA requirements for critical plan status, the Trustees have instituted a Rehabilitation Plan. We have summarized features of IPF's Rehabilitation

## International Pension Fund Projected Solvent for 30 Years

Despite a stubbornly slow recovery in the construction market and its prolonged negative impact on contributions, the actuary to the International Pension Fund (IPF) has confirmed that IPF is able to pay expected benefits and meet expected expenditures over a thirty year period commencing January 1, 2015 and running through December 31, 2044. The actuary made the 30-year projections using plan provisions, participant data, IPF financial information and expectations of industry performance to project plan solvency.

### **Attention Bargaining Parties**

Please see the IPF Rehabilitation Plan (page 6), most recent Notice of Summary Plan Information (page 12), and a Special Notice to Contributing Employers (page 14). Plan (RP) on page 2. While the RP does not include any reduction in yearly benefit accrual rates, other changes apply. Bargaining parties should continue the 2009 15% PPA increase and the applicable annual increases from 2013 to 2021. At this time, no additional contribution rate increases other than those required by the 2010 Funding Improvement Plan are expected. This provides stability for future bargaining party negotiations as the construction industry begins to rebound.

The second notice starts on page 3 and relates to the Plan funding in 2015. The Annual Funding notice also provides information on Plan assets, participants and its investment policy. You will also note sections on the Pension Benefit Guaranty Corporation (PBGC) and additional information available from the Fund office as noted in previous issues of the IPF Summary Plan Description Booklet and Annual Reports. The IPF Trustees are committed to the sound administration of your Plan so as to provide you with the pension benefits that you earned. The Plan has always paid its benefit obligations timely and remains committed to doing so in the future.

If you have any questions about this notice, or any other questions regarding your pension benefits under the Plan, please do not hesitate to contact the Fund office at 1-888-880-8222, or write to Bricklayers and Trowel Trades International Pension Fund, 620 F Street, N.W., Suite 700, Washington, DC 20004.

Sincerely,

David F. Stupar Executive Director

#### April 15, 2016

## BRICKLAYERS & TROWEL TRADES INTERNATIONAL PENSION FUND

he purpose of this notice is to inform you that, on March 17, 2016, the actuary for the Bricklayers and Trowel Trades International Pension Fund (the "Plan") certified to the U.S. Department of the Treasury, and also to the Plan's Board of Trustees ("Board"), that the Plan will be in critical status, as defined by the Pension Protection Act of 2006 ("PPA"), for the Plan year beginning January 1, 2016. Federal law requires that you receive this Notice.

#### **Critical Status**

The Plan is considered to be in critical status because the Plan's actuary determined that the funded percentage of the Plan is 65% or less and the Plan is projected to have an accumulated funding deficiency in the next four years, without taking into account funding relief measures. An accumulated funding deficiency means that the expected contributions to the Plan will not be sufficient to meet the minimum contributions for funding purposes as required by law. That does not mean that the Plan is running out of money. In fact, the Plan's actuary has projected that the Plan will remain solvent and able to pay benefits for at least the next 30 years.

## Rehabilitation Plan and Reduction in Benefits

It does mean, however, that, as Federal law requires of all pension plans in critical status, the Plan must adopt a rehabilitation plan designed at improving the financial health of the Plan. As part of a rehabilitation plan, the law permits pension plans to reduce, or even eliminate, benefits called "adjustable benefits". The Board has determined that reductions to these adjustable benefits are necessary and will provide separate notice to affected participants identifying and explaining the effect of those reductions. Any reduction of adjustable benefits will not reduce the level of a participant's basic benefit payable at normal retirement.

However, regardless of what adjustable benefits are reduced or eliminated, by law the Plan is no longer permitted to pay lump sum benefits in excess of \$5,000 (or any other payment in excess of the monthly amount paid under a single life annuity), effective as of April 15, 2016.

#### **Adjustable Benefits**

The Plan offers the following adjustable benefits, which may be reduced or eliminated as part of any rehabilitation plan the Plan may adopt:

- Post-retirement death benefits/ guarantees (60 month guarantee);
- Pre-retirement death benefits:
- Pre-retirement severance benefits;
- Early retirement benefit or retirement-type subsidy;
- Benefit payment options other than a qualified joint-and survivor annuity (QJSA);
- Disability benefits (if not yet in pay status); and
- Lump sum benefits

Please note that participants and beneficiaries currently in pay status will not have their benefits

## IPF Rehabilitation Plan Highlights

#### **What Will Not Change:**

- No changes in benefits already in pay status
- No changes in benefits if participant retires and applies by May 31, 2016, and has a pension start date effective no later than June 1, 2016
- No changes in current benefit accrual rates
- No reduction in pensioner's benefit at normal retirement age
- No changes in 3% or 4% IPF PPA rate increases already called for
- No Employer Surcharges

#### **What Will Change:**

- Early Retirement subsidies reduced for new pensioners
- Disability pension subsidies reduced for new pensioners
- Inactive Deferred Vested participants must return to active service to qualify for early retirement benefit
- Lump Sum Death Benefits capped at \$5,000.00
- Pop-up benefit eliminated for new joint and survivor options
- 5 year guarantee no longer available for new single-life pensions
- IPF rules will apply to merged plan benefits for new pensions

For the complete IPF Rehabilitation Plan, see page 6. reduced as a result of the Plan's critical status.

If you are affected by these benefit changes, you will receive a separate notice explaining the changes once the Trustees have determined if those changes are necessary. You will receive at least 30 days notice before the implementation of these benefit changes.

#### **Employer Surcharge**

The law requires that all contributing employers pay to the Plan a surcharge to help correct the Plan's financial situation. The amount of the surcharge is equal

to a percentage of the amount an employer is otherwise required to contribute to the Plan under the applicable collective bargaining agreement. With some exceptions, a 5% surcharge is applicable in the initial critical year and a 10% surcharge is applicable for each succeeding plan year thereafter in which the Plan is in critical status. The employer surcharge will cease when the bargaining parties amend their collective bargaining agreement (or participation agreement, if applicable) to include terms consistent with the schedule set forth in the Rehabilitation Plan. The Board adopted the same contribution schedules contained in the current funding improvement plan which have already been incorporated into all outstanding collective bargaining agreements. Therefore, the Board **does not** anticipate any employer being subject to these surcharges.

## Where to Get More Information

For more information about this Notice, you may contact the Plan office at 1-888-880-8222 or in writing at 620 F Street, NW Suite 700. Washington DC, 20004. You have a right to receive a copy of the rehabilitation plan from the Plan.

## ANNUAL FUNDING NOTICE

#### For Bricklayers & Trowel Trades International Pension Fund

#### Introduction

This notice includes important funding information about your pension plan ("the Plan"). This notice also provides a summary of federal rules governing multiemployer plans in reorganization and insolvent plans and benefit payments guaranteed by the PBGC, a federal agency. This notice is for the plan year beginning January 1, 2015 and ending December 31, 2015 (referred to hereafter as "Plan Year").

#### **Funded Percentage**

The funded percentage of a plan is a measure of how well that plan is funded. This percentage is obtained by dividing the Plan's assets by its liabilities on the valuation date for the plan year. In general, the higher the percentage,

	2015	2014	2013
Valuation Date	1/1/2015	1/1/2014	1/1/2013
Funded Percentage	60.30%	59.7%	58.20%
Value of Assets	\$1,392,955,580	\$1,351,381,551	\$1,300,666,406
Value of Liabilities	\$2,311,193,881	\$2,263,063,108	\$2,234,881,532

the better funded the plan. The Plan's funded percentage for the Plan Year and 2 preceding plan years is set forth in the chart above, along with a statement of the value of the Plan's assets and liabilities for the same period.

## Fair Market Value of Assets

Asset values in the chart above are actuarial values, not market values. Market values tend to show a clearer picture of a plan's funded status as of a given point in time. However, because market values can fluctuate daily based on factors in the marketplace, such as changes in the stock market, pension law allows plans to use actuarial values for funding purposes. While actuarial values fluctuate less than market values, they are estimates. As of December 31, 2015, the estimated fair market value of the Plan's assets was \$1,337,223,825. As of December 31, 2014, the fair market value of the Plan's assets was \$1,425,732,012. As of December 31, 2013, the fair market value of the Plan's assets was \$1,424,024,510. These market values exclude the value of receivable employer withdrawal liability payments.

#### **Participant Information**

The total number of participants in the Plan as of the Plan's valuation date was 77,025. Of this number, 27,708 were active participants, 25,628 were retired or separated from service and receiving benefits, and 23,689 were retired or separated from service and entitled to future benefits.

## Funding & Investment Policies

The law requires that every pension plan have a procedure for establishing a funding policy to carry out the plan objectives. A funding policy relates to the level of contributions needed to pay for benefits promised under the Plan currently and over the years. The funding policy of the Plan is to comply with the funding requirements of the Internal Revenue Code, as amended from time to time. The Board of Trustees monitors the level of funding with the assistance of the Plan's enrolled actuary and the Plan's independent fiduciary.

Once money is contributed to the Plan, the money is invested by plan officials called fiduciaries. Specific investments are made in accordance with the Plan's investment policy. Generally speaking, an investment policy is a written statement that provides the fiduciaries, who are responsible for plan investments, with guidelines or general instructions concerning various types or categories of investment management decisions. The investment policy of the Plan is as follows: The Board of Trustees has appointed The Marco Consulting Group as independent fiduciaries to be responsible for the investment of the Plan's assets. This means that The Marco Consulting Group is responsible for creating the Statement of Investment Policy and for selecting investment managers, allocating assets among these managers, and monitoring the activity and performance of these managers.

The investment managers are responsible for the management of the assets assigned to them by the Marco Consulting Group that include allocations among allowable asset classes, selection and disposal of individual securities, and diversifying portfolio assets under the managers' control.

Commingled investment vehicles, including mutual funds, may be used. To the extent assets are placed in commingled funds, it is understood that the practices of such commingled funds will be in accordance with the funds' prospectus or investment guidelines.

The Marco Consulting Group Management Committee will be responsible for selecting asset classes that are appropriate for "The Fund" and determining optimal weights. The Committee will utilize information and research provided by the Marco Research Group in order to achieve the most efficient and optimal asset mix for "The Fund" while limiting risk.

Asset classes that may be included are:

- Equities
- Fixed Income

- Real Estate Equity
- Private Equity
- Fund of Hedge Funds including portable alpha strategies
- Other Alternatives including, but not limited to —
   Diversified Beta, Commodities, Derivatives, Infrastructure

The Marco Consulting Group shall be responsible for voting the proxies of all securities held by the Fund and for providing the Board of Trustees with an annual report of all such proxy votes cast on behalf of the Fund.

In accordance with the Plan's investment policy, the Plan's assets were allocated among the following categories of investments, as of the end of the Plan Year. These allocations are percentages of total assets (see box on page 5).

#### Critical or Endangered Status

Under federal pension law a plan generally will be considered to be in "endangered" status if, at the beginning of the plan year, the funded percentage of the plan is less than 80 percent or in "critical" status if the percentage is less than 65 percent (other factors may also apply). If a pension plan enters endangered status, the trustees of the plan are required to adopt a funding improvement plan. Similarly, if a pension plan enters critical status, the trustees of the plan are required to adopt a rehabilitation plan. Rehabilitation and funding improvement plans establish steps and benchmarks for pension plans to improve their funding status over a specified period of time. The Plan was certified as in critical status for 2015.

## Right to Request a Copy of the Annual Report

A pension plan is required to file with the US Department of Labor an annual report (i.e., Form 5500) containing financial and other information about the plan. Copies

ASSET ALLOCATIONSPERCENTAGE
Interest Bearing Cash1.10%
US Govt. Securities0.00%
Corporate Debt – All other0.00%
Corporate Stocks – Preferred0.00%
Corporate Stocks – Common30.10%
Partnership / Joint Venture5.80%
Value of interest in common/ collective trusts25.50%
Value of interest in pooled separate accounts0.00%
Value of interest in 103-12 investment entities23.90%
Value of interest in registered investment companies0.00%
Value of funds held in insurance companies0.00%
Buildings and other property0.00%
Other Investment7.70%
Mutual Fund0.00%
<b>Real Estate</b> 5.90%

of the annual report are available from the US Department of Labor, Employee Benefits Security Administration's Public Disclosure Room at 200 Constitution Avenue, NW, Room N-1513, Washington, DC 20210, or by calling 202-693-8673. Or you may obtain a copy of the Plan's annual report by making a written request to the plan administrator.

#### Summary of Rules Governing Plans in Reorganization and Insolvent Plans

Federal law has a number of special rules that apply to financially troubled multiemployer plans. Under so-called "plan reorganization rules," a plan with adverse financial experience may need to increase required contributions and may, under certain circumstances, reduce benefits that are not eligible for the PBGC's guarantee (generally, benefits that have been in effect for less than 60 months). If a plan is in reorganization status, it must provide notification that the plan is in reorganization status and that, if contributions are not increased, accrued benefits under the plan may be reduced or an excise tax may be imposed (or both). The law requires the plan to furnish this notification to each contributing employer and the labor organization.

Despite the special plan reorganization rules, a plan in reorganization nevertheless could become insolvent. A plan is insolvent for a plan year if its available financial resources are not sufficient to pay benefits when due for the plan year. An insolvent plan must reduce benefit payments to the highest level that can be paid

from the plan's available financial resources. If such resources are not enough to pay benefits at a level specified by law (see Benefit Payments Guaranteed by the PBGC, below), the plan must apply to the PBGC for financial assistance. The PBGC, by law, will loan the plan the amount necessary to pay benefits at the guaranteed level. Reduced benefits may be restored if the plan's financial condition improves.

A plan that becomes insolvent must provide prompt notification of the insolvency to participants and beneficiaries, contributing employers, labor unions representing participants, and the PBGC. In addition, participants and beneficiaries also must receive information regarding whether, and how, their benefits will be reduced or affected as a result of the insolvency, including loss of a lump sum option. This information will be provided for each year the plan is insolvent.

## **Benefit Payments Guaranteed by the PBGC**

The maximum benefit that the PBGC guarantees is set by law. Only vested benefits are guaranteed. Specifically, the PBGC guarantees a monthly benefit payment equal to 100 percent of the first \$11 of the Plan's monthly benefit accrual rate, plus 75 percent of the next \$33 of the accrual rate, times each year of credited service. The PBGC's maximum guarantee, therefore, is \$35.75 per month times a participant's years of credited service.

**Example 1:** If a participant with 10 years of credited service has an accrued monthly benefit of \$500, the accrual rate for purposes of determining the PBGC guarantee

would be determined by dividing the monthly benefit by the participant's years of service (\$500/10), which equals \$50. The guaranteed amount for a \$50 monthly accrual rate is equal to the sum of \$11 plus \$24.75 (.75 x \$33), or \$35.75. Thus, the participant's guaranteed monthly benefit is \$357.50 ( $$35.75 \times 10$ ).

**Example 2:** If the participant in Example 1 has an accrued monthly benefit of \$200, the accrual rate for purposes of determining the guarantee would be \$20 (or \$200/10). The guaranteed amount for a \$20 monthly accrual rate is equal to the sum of \$11 plus \$6.75 (.75 x \$9), or \$17.75. Thus, the participant's guaranteed monthly benefit would be \$177.50 (\$17.75 x 10).

The PBGC guarantees pension benefits payable at normal retirement age and some early retirement benefits. In calculating a person's monthly payment, the PBGC will disregard any benefit increases that were made under the plan within 60 months before the earlier of the plan's termination or insolvency (or benefits that were in effect for less than 60 months at the time of termination or insolvency). Similarly, the PBGC does not guarantee pre-retirement death benefits to a spouse or beneficiary (e.g., a qualified pre-retirement survivor annuity) if the participant dies after the plan terminates, benefits above the normal retirement benefit, disability benefits not in pay status, or non-pension benefits, such as health insurance, life

insurance, death benefits, vacation pay, or severance pay.

## Where to Get More Information

For more information about this notice, you may contact Mr. David F. Stupar, by telephone at 1-202-383-3935, or in writing at 600 F Street, NW Suite 700, Washington DC, 20004. For identification purposes, the official plan number is 001 and the plan sponsor's employer identification number or "EIN" is 52-6127746. For more information about the PBGC and benefit guarantees, go to PBGC's website, www.pbgc.gov, or call PBGC toll-free at 1-800-400-7242 (TTY/TDD users may call the Federal relay service toll free at 1-800-877-8339 and ask to be connected to 1-800-400-7242).

#### March 18, 2016

#### **Bricklayers & Trowel Trades International Pension Fund**

## REHABILITATION PLAN

#### INTRODUCTION

The Pension Protection Act of 2006 (PPA) amended federal pension law to impose stricter funding standards on multiemployer pension plans, including the Bricklayers and Trowel Trades International Pension Fund (the "Plan" or "Fund"). The PPA requires every plan's actuary to annually certify the plan's funding zone status based on those stricter standards. As you know, the Plan has been in Endangered Status ("vellow zone") since 2010, at which point the Board of Trustees adopted a funding improvement plan that

placed the Plan on track for longterm financial stability. Since then a continued contraction in the construction industry has led to a further deterioration of work opportunities for IPF participants and contributing employers and a further decrease in contributions to IPF. Coupled with the challenging investment environments of the last two years, the Plan has not progressed as well as anticipated. As a result, on March 17, 2016, the Plan was certified by its actuary, Cheiron, Inc. to be in critical status, also known as the "red zone", for the plan year beginning on January 1, 2016 and ending on December 31, 2016 (the "2016 Plan Year").

The Plan is considered to be in critical status because the Plan's actuary determined that the funded percentage of the Plan is 65% or less and the Plan is projected to have an accumulated funding deficiency in the next four years, without taking into account funding relief measures. An accumulated funding deficiency means that the expected contributions to the Plan will not be sufficient to meet the minimum contributions for funding purposes as required

by law. That does not mean that the Plan is running out of money. In fact, the Plan's actuary has projected that the Plan will remain solvent and able to pay benefits for at least the next 30 years.

However, the PPA requires that the Board of Trustees develop a rehabilitation plan that sets forth actions to be taken by both the Fund, as well as the collective bargaining parties, to improve the plan's funding and emerge from critical status within 10 years, beginning January 1, 2019.1 The Board's aim and reasonable expectation is that the Plan will emerge from critical status within this 10-year period, hopefully sooner, and that the Fund will continue to provide a secure retirement income for decades to come.

#### I. SCHEDULES

This Rehabilitation Plan consists of five default schedules, each setting forth required contribution increases, intended to mirror the current contribution increases set forth in the Plan's

Funding Improvement Plan, as well as new benefit reductions. The bargaining parties will only be able to elect the schedule associated with the current accrual rate earned by participants under the collective bargaining agreement. The accrual rate has already been determined by the parties based on previous elections related to the 15% "PPA rate" in 2009 and the Funding Improvement Plan. The benefit changes in each schedule are identical. The applicable schedules, based on current accrual rates, are listed in Table A.

For example, if you are an employer who implemented the 15% PPA increase and adopted the alternate schedule under the FIP with 4% increases per year from 2013 to 2016 and 6% increases per year from 2017 to 2021, you would adopt Schedule A. You are not able to adopt any of the other schedules.

Attached is the applicable schedule, based upon a review of current accrual rates. Again, no other schedule is permitted. If the parties cannot agree to the schedule provided, it will be imposed. Regardless of when the schedule is adopted or imposed, the benefit reductions set forth in the accompanying schedule shall become effective on the dates set forth therein.

Note: Bargaining parties who implemented the 15% PPA rate in 2009 and elected the preferred schedule (3% increases) "Schedule B" or alternate schedule (4% / 6% increases) "Schedule C" will be provided their respective schedules separately.

The schedule, once adopted or imposed, becomes a part of the collective bargaining agreement. The schedule will be effective as follows: (a) if added to a current agreement, as of the date agreed by the bargaining parties; or (b) if included in a new agreement, as of the date on which the agreement is effective. If an employer does not renew its collective bargaining agreement and the employer's contribution obligation ceases, the employer will be subject to employer withdrawal liability.

## II. EMPLOYER CONTRIBUTION SURCHARGE

Generally, if an employer is not in compliance with the attached schedule by May 15, 2016, the PPA requires the Plan to impose a 5% contribution surcharge ("Surcharge") on employer contributions due for work performed (or compensation paid) from May 15, 2016 through December 31, 2016.2 However, the Trustees have

<sup>&</sup>lt;sup>2</sup> Effective January 1, 2017, the Surcharge rate increases to 10% for noncompliant employers.

TABLE A					
Bargaining History	15% PPA increase PLUS 4%/6% alternate schedule under the FIP	15% PPA increase PLUS 3% preferred schedule under the FIP	No 15% PPA increase PLUS 4%/6% alternate schedule under the FIP	No 15% PPA increase PLUS 3% preferred schedule under the FIP	15% PPA increase PLUS 0% default schedule under the FIP
<b>Current Accrual Rate</b>	\$1.40 per dime	\$.85 per dime	\$.70 per dime	\$.40 per dime	None
Applicable Schedule	Schedule A	Schedule B	Schedule C	Schedule D	Schedule E

¹ The 10-year rehabilitation period begins with the first plan year that begins two years after adoption of the rehabilitation plan or, if earlier, the first plan year after expiration of collective bargaining agreements (in effect when the actuarial certification for the first critical year was due) covering at least 75% of the plan's active participants, although the rehabilitation plan may be effective before the 10-year rehabilitation period begins.

designed the attached schedule to mirror the schedules previously adopted by most, if not all, of the employers under the Funding Improvement Plan. Therefore most, if not all, of the contributing employers will automatically comply with the Rehabilitation Plan and will not be subject to the Surcharge.

Should a Surcharge apply, it is based on the total amount of contributions owed to the Pension Fund for a month, and is payable at the same time as the employer's regular monthly contributions. The Surcharge remains in effect with respect to any particular contributing employer until the bargaining parties are covered by an agreement that follows the applicable schedule or until the applicable schedule is imposed as a matter of law.

Non-payment of the Surcharge by an employer is treated as a violation of federal law and as a delinquent contribution that is subject to interest charges and the Fund's contribution collection rules. In addition, the failure to pay the Surcharge subjects the employer to a 100% federal excise tax. (Code Section 4971(g)(2)).

The Surcharge is a legal obligation of the employer, not of the employees. The employees share in the rehabilitation in another way: no additional benefits are accrued by any employee based on the Surcharge.

## III. IMPLEMENTATION RULES

The following rules describe how the Rehabilitation Plan will be administered by the Plan, including how the schedules will be applied to various types of participants and in various circumstances. These implementation rules are an essential part of the Plan.

#### A. Notice of Benefit Reductions

No reduction of benefits will become effective until 30 days following the Fund's issuance of a notice required by ERISA§305(e) (8)(C) /IRS Code §432(e)(8)(C).

## B. Beneficiaries & QDRO Alternate Payees

The benefits of a beneficiary who has not yet retired (e.g. surviving spouse) will be determined on the same basis as those of the participant under this Rehabilitation Plan.

The benefits of any "alternate payee" under a Qualified Domestic Relations Order (QDRO) will be determined on the same basis as those of the participant whose pension is divided by the QDRO. If the benefits of the participant are affected by a schedule, the benefits of the alternate payee will be likewise affected.

#### C. New Employers

If an employer wishes to join or renew its participation in the Plan, the employer will be subject to the Rehabilitation Plan. However, the Board of Trustees may, in its sole discretion, grant or require a variance from the terms thereof if the Board, in its discretion, concludes that the Plan would benefit from such new or renewed participation or that the variance is necessary or appropriate to protect the Fund.

## D. Retroactive Execution of a Collective Bargaining Agreement

If, after withdrawing from the Plan, an employer retroactively

executes a CBA with the Union and makes all retroactive contributions, that employer will be subject to the Rehabilitation Plan and will be presumed to have adopted the schedule attendant to the last schedule they adopted under the FIP as of the effective date of the CBA.

## E. Already Expired Agreements

In the case of a group whose collective bargaining agreement expired before the adoption of the Rehabilitation Plan, and they are not in compliance with the Rehabilitation Plan, they must adopt the applicable schedule provided within 30 days of receiving the Notice of Critical Status to avoid paying the Surcharge. If they fail to adopt the schedule by the 180th day following the date of adoption of the Rehabilitation Plan by the Board of Trustees, the applicable Schedule will be imposed. Notwithstanding, the benefit reductions set forth herein shall apply June 1, 2016 (or earlier, as required by law), regardless of when the schedule is adopted.

## IV. PLAN'S RULES & PARTICIPATION AGREEMENTS

To the extent that the Rehabilitation Plan (including the Schedules) is inconsistent with the Plan's current Rules & Regulations, the Rules & Regulations (and the related Summary Plan Description) are hereby deemed amended to be consistent with this Rehabilitation Plan effective as of the date of adoption of the Rehabilitation Plan.

To the extent that the Rehabilitation Plan (including the Schedules) is inconsistent with any Participation Agreement, the Participation Agreement is hereby deemed amended to be consistent with the Rehabilitation Plan and the schedule that becomes applicable to the group covered by the Participation Agreement.

## V. BOARD OF TRUSTEES' AUTHORITY

The Board of Trustees has full discretionary authority to interpret, apply, supplement and amend this Rehabilitation Plan. This authority includes the discretion to decide all questions of fact and law, and to develop and apply new rules for determining benefit rights, so as to fairly implement the intent of the Rehabilitation Plan and the PPA. The Board reserves all

rights and authority granted to the sponsors and administrators of a red zone status plan under the PPA.

The Board of Trustees may, in its discretion, reject any collective bargaining agreement or other agreement that is inconsistent with the Rehabilitation Plan, including the Schedules and any amendments, reject any contributions submitted pursuant to such agreement, and deem the employer to have withdrawn from the Plan if the agreement is not corrected within the time set by the Board. The Board may, in its discretion, expel any employer from participation and treat it as having withdrawn from the Fund, if the employer refuses or fails to timely pay any contributions, Surcharge, or interest charges when due.

## VI. ANNUAL REVIEW & UPDATING OF REHABILITATION PLAN

In accordance with the PPA, each year (by March 31st) the Plan's actuary will determine and certify the Fund's PPA funding zone status for the year. In addition, once the Rehabilitation Period begins, the actuary will annually assess whether the Fund is making appropriate progress towards the goals of the Rehabilitation Plan that the Fund can emerge from critical status by the plan year beginning January 1, 2029. If the Board of Trustees determines that it is necessary or appropriate in light of the actuary's assessment and the Fund's actual experience compared to the Rehabilitation Plan's reasonable assumptions (e.g. investment performance), the Board may revise the Rehabilitation Plan and issue updated Schedules to the bargaining parties.

## BRICKLAYERS & TROWEL TRADES INTERNATIONAL PENSION FUND REHABILITATION PLAN

(Adopted March 18, 2016)

## **SCHEDULE A**

his document constitutes Schedule A under the Rehabilitation Plan adopted by the Board of Trustees of the Bricklayers and Trowel Trades International Pension Fund on March 18, 2016. This schedule is applicable to bargaining parties who implemented the 15% PPA rate in 2009 and elected the alternate schedule (4%/6% increases) under the Funding Improvement

Plan. It is part of the Rules & Regulations of the Plan and supercedes any provision of the Rules & Regulations that is inconsistent with it. Further, this schedule is a part of the collective bargaining agreement and/or participation agreement of any employer for which the bargaining parties adopt this schedule in accordance with the Rehabilitation Plan, and super-

cedes any inconsistent provision of such agreement.

This schedule may be adopted by the collective bargaining parties by simply adding it to their current agreement or including it in their next agreement, either as an addendum or in the agreement's main body. The schedule will be effective as follows: (a) if added to a current agreement, the schedule will be effective as of the date agreed by the bargaining parties; or (b) if included in a new agreement, the schedule will be effective as of the date on which the agreement is effective.

The elements of this schedule are as follows:

1. Contribution Rate: The current contribution rate shall be increased by 4% in 2016 and then by 6%, compounded annually, from 2017–2021, rounded to the next penny. In the event the bargaining parties have already increased the contribution rate by 4% over the 2015 rate, no additional 4% increase is required. Subsequent annual increases shall be effective on the annual anniversaries of the initial effective date.

For example: Assume the employer's current contribution rate is \$1.00 per hour, the parties previously increased the 2015 contribution rate by 4%, and that the parties adopt this schedule effective June 1, 2016. The contribution rate schedule would be as follows:

- Effective June 1, 2017: \$1.06 (\$1 + 6% Contribution increase)
- **Effective June 1, 2018:** \$1.12 (\$1.06 + 6%)
- **Effective June 1, 2019:** \$1.19 (\$1.12 + 6%)
- **Effective June 1, 2020:** \$1.26 (\$1.19 + 6%)
- **Effective June 1, 2021:** \$1.34 (\$1.26 + 6%)
- **2. Benefits:** The Plan's current plan of benefits will be reduced as follows:
  - a. As mandated by the PPA, effective April 15, 2016, the Plan is

- restricted from paying any lump sum benefits with an actuarial value of \$5,000 or more. This means that the Plan will be limiting the lump sum death benefit payable under Section 7.01, the Severance benefit payable under Section 7.03, and lump sum benefits payable under a merged plan to \$5,000. The plan will also be reducing the availability of the lump sum payable in lieu of an IPF regular monthly benefit under Section 8.19 of the Plan to those benefits with an actuarial value of no more than \$5,000.
- b. The Fund will also be **eliminating** the following benefits, effective June 1, 2016:
  - i. Severance benefit in Section 7.03 of the Plan Document.
  - ii. The Joint and Survivor Pop-Up Benefit under Section 6.01 of the Plan Document. There will be no increase in the monthly pension amount payable to a retiree if the retiree's spouse predeceases the retiree. This change applies to both the Qualified Joint and 50% Survivor Annuity and the Qualified Joint & 75% Optional Survivor Annuity.
  - iii. The "60 payment guarantee" under Section 7.02 of the Plan Document. The Plan's normal form of payment for unmarried Participants, or married Participants who reject either Qualified Joint & Survivor Annuity option, will be a straight life annuity, which ceases on the death of the Participant irrespective of the number of payments received.

c. The Plan will be amending the Early Retirement Benefits as follows. These changes will not apply to a participant who retired and filed an application on or before May 31, 2016 and whose pension start date is effective on or before June 1, 2016 (or Social Security entitlement date on or before November 1, 2016, in the case of a Disability Pension).

#### **Eligibility**

In addition to the current eligibility requirements, Inactive Deferred Vested Participants are no longer eligible for an Early Retirement Pension under the Plan. They are, however, still entitled to receive a pension at normal retirement age. A Deferred Vested Participant is any Participant who is entitled to a pension at normal or Early retirement age, who has not commenced receipt of monthly pension payments because of age requirements, and who failed to earn at least .3 of a year (450 hours) of Future Service Credits in any two consecutive years prior to retirement. An Inactive Deferred Vested Participant may become entitled to an Early Retirement Benefit at any time if they return to active service with a contributing employer and earn at least three years of Future Service Credits. At that point, the amount of their Early Retirement Pension benefit will be subject to the same reductions for active participants.

#### **Amount**

The Unreduced Early Retirement under Section 4.06 of the Plan will be eliminated. Participants who wish to retire before age 64 may still apply for an Early Retirement Pension, however the amount of the Early Retirement

Pension will be reduced, based upon the age of commencement. From the age of 60 to 64, the benefit will be reduced by 8% each year and from 55 to 60 the benefit will be reduced by 5% each year. This means that the amount of the Early Retirement Pension benefit will be reduced to an actuarial equivalent of the benefit that would be payable to him if he delayed retiring until Normal Retirement Age (age 64). The reduction factors, based on this equivalence are as follows:

Age	% of Normal Retirement Age Pension Payable as Early
55	43%
56	48%
57	53%
58	58%
59	63%
60	68%
61	76%
62	84%
63	92%
64	100%

d. Effective June 1, 2016, the
 Disability Benefit under Section
 4.09 of the Plan, will be subject to
 actuarial reductions prior to normal
 retirement age as follows:

Between the ages of 60 and 64, the disability benefit will be subject to an actuarial reduction factor of 8%. There will be no additional reduction for years prior to age 60. The reduction factors, based on actuarial equivalence and using the Fund's funding assumptions, will be as follows:

Age	% of Normal Retirement Age Pension Payable as Disability	
60 and under	68%	
61	76%	
62	84%	
63	92%	
64	100%	

- e. Benefit accruals for periods after adoption of this schedule will remain the same at \$1.40 per \$0.10 of contributions.
- f. The Board of Trustees are required to review the Fund's progress under the Rehabilitation Plan and update as necessary and reserves its authority to amend the Rules & Regulations of the Plan within the bounds of applicable law.
- 3. These benefit reductions apply to both benefits provided under the IPF as well as benefits provided for under merger plans.
- 4. The Board of Trustees has discretionary authority to amend the Rules & Regulations of the Plan, including the Rehabilitation Plan, within the bounds of applicable law.
- 5. The Rehabilitation Plan as a whole is deemed to be a part of this schedule.

#### **Bricklayers & Trowel Trades International Pension Fund**

## NOTICE OF SUMMARY PLAN INFORMATION

TO: All Bricklayers & Trowel Trades International Pension Fund

Participating Employers and Employee Organizations

**DATE:** 30 October 2015

FROM: David F. Stupar, Executive Director

his notice from the Bricklayers and Trowel Trades International Pension Fund, EIN 52-6127746, Plan 001 ("IPF" or the "Plan") is for the 2014 Plan Year. On October 15, 2015 the Plan filed its 2014 Plan Year Form 5500 (Annual Return/Report of Employee Benefit Plan) with the Department of Labor. This notice is being issued in accordance with Section 104(d) of the Employee Retirement Income Security Act ("ERISA") and provides a summary of the information contained in the IPF's Annual Return/Report.

(A) Contribution Schedules and Benefit Formulas: IPF participating employers make contributions to the IPF at various hourly contribution rates established in collective bargaining agreements negotiated between Local Unions and Union contractor associations and employers. Employer contribution rates range between \$.10 per hour to \$7.95 per hour.

## For Years of Credited Service accrued through March 31, 2009:

The monthly benefit accrued per Year of Credited Service accrued through March 31, 2009 is related to the level of the employer contribution rate as follows:

- \$2.77 for each \$.10 of contribution rate up to \$.30 per hour plus
- \$2.31 for each \$.10 of contribution rate over \$.30 through \$.60 per hour plus

- \$2.08 for each \$.10 of contribution rate over \$.60 through \$.80 per hour plus
- \$1.85 for each \$.10 of contribution over \$.80 through \$1.50 per hour plus
- \$4.62 for each \$.10 of contribution rate over \$1.50 per hour.

For Years of Credited service accrued on and after April 1, 2009: Effective April 1, 2009, each \$.10 per hour contributed to the Plan results in a future benefit accrual rate of \$1.40 per month for each Year of Credited service (1500 hours) accrued. IPF pension benefits accrued as of March 31, 2009 were not reduced or eliminated. In addition IPF participating employers are required to remit an extra fifteen percent (15%) of their respective IPF contribution rates in order to retain

the post April 2009 accrual rates as referenced above. This extra fifteen percent (15%) contribution rate is not recognized for benefit accrual under the Plan. If an IPF participating employer does not remit the extra fifteen percent (15%) contribution, its employees will accrue benefits under the IPF equal to fifty percent (50%) of the reduced accrual rate or \$.70 per month for each \$.10 in the IPF contribution rate for each Year of Credited Service accrued beginning with the first date after April 1, 2009. During the plan year there were no modifications to the contribution schedules and associated level of benefit accrual other than the changes described in Section E, Status Under ERISA §305, below.

#### (B) Contributing Employers:

The total number of employers obligated to contribute to the IPF for the 2014 Plan Year was three thousand two hundred ninety nine (3,299).

# (C) Employers contributing more than five percent (5%) of total Plan contributions: There was no single employer that contributed more than five percent

(5%) of the Plan's total contributions for the Plan Year. Employer contributions to the Plan total \$78.213.330 for 2014.

#### (D) Number of Participants on whose behalf no contributions were made because Employers had withdrawn from the Plan:

Plan Year	Number of Participants
2014	679
2013	694
2012	694

#### (E) Status under ERISA §305:

The Plan's actuary certified that the Plan was in "endangered" or "yellow zone" status for 2014 per Pension Protection Act requirements. Accordingly, the Plan has adopted a funding improvement plan effective December 3, 2010 containing three schedules of benefit reductions and contribution increases designed to improve the funding of the plan. A copy of the funding improvement and supporting actuarial and financial data can be obtained by contacting the fund's Executive Director. The three schedules are summarized below.

## The *Blueprint* Wants to Hear From You

Are you involved in your community? Do you have hobbies or special interests you'd like to share with the readers of the *Blueprint*? Are you active in a Local Union retiree club? Perhaps you have some tips about making the transition to retired life a little easier? If so, please contact the *Blueprint* at:

Bricklayers & Trowel Trades International Pension Fund ATTN: *Blueprint* 620 F Street, N.W. Suite 700 Washington, DC 20004

You can also reach us electronically at: cweir@ipfweb.org

**(F) Employers Withdrawing from the Plan:** Two (2) participating employers withdrew from the Plan during the preceding Plan Year. The aggregate amount of withdrawal liability assessed against these employers was \$1,133,798.00.

**(G) Merger Activity:** There were no plan mergers during the Plan Year.

(H) Variations to Funding Standard Account: The Plan applied for and received a five (5) year extension of the Fund's amortization period under Section 431(d)(1) of the Internal Revenue Code beginning with the 2009 Plan Year. The Plan did not use the shortfall funding method (as such term is used In ERISA §305) for the Plan Year.

Schedule	Preferred	Default	Statutory Alternative
Contribution Increases	3% per year in 2013, 2015 and annually through 2021	All contracts must pay the 15% increase	4% annually 2013 2016, and 6% annually 2017 through 2021
Benefit if 2009 15% contribution increase adopted	\$0.85 per \$0.10	No accrual	\$1.40 per \$0.10
Benefit if 2009 15% contribution not adopted	\$0.40 per \$0.10	Not applicable	\$0.70 per \$0.10

(I) Right to Receive a Copy of the Annual Report: You have the right to receive a copy of the full annual report for the 2014 Plan Year, the Plan's Summary Plan Description and any Summary of Material Modification, at no cost, by making a written request to the office of David F. Stupar, Executive Director, at 620 F Street, N.W., Suite 700, Washington, D.C. 20004. Please note that you are entitled to receive only one (1) copy of the above-referenced documents during any one (1) twelve month period.

#### Bricklayers & Trowel Trades International Pension Fund

## UNION TRUSTEES

James Boland

Henry Kramer

Gerard Scarano

Tim Driscoll

Gerald O'Malley

## EMPLOYER TRUSTEES

Gregory R. Hess

Matthew Aquiline

William McConnell

Robert Hoover

John Trendell (Tile Contractors Association of America)

Anthony Marra

# TO: Active Employers in the Bricklayers & Trowel Trades International Pension Fund (IPF)

s advised previously in annual notices, the IPF Board of Trustees established a Funding Improvement Plan in 2010. Since that time, the construction industry has experienced a prolonged contraction, and investment markets have failed to consistently meet assumed rates of return. As a result, the IPF has recently been certified to be in Critical Status, and the Board of Trustees has taken action to improve the Plan's funding. There will be changes in IPF benefits for future retirees, which are detailed in an upcoming 204(h) Notice as well as the attached Notice of Critical Status, Rehabilitation Plan, and Annual Funding Notice which have been mailed to all interested parties.

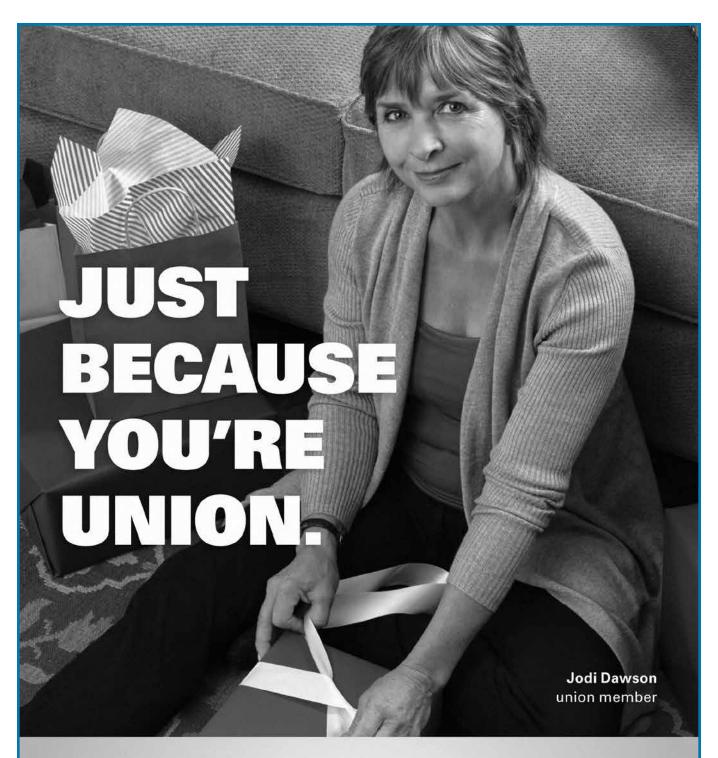
Along with the changes in future benefits as described in the attached Notice, the contribution increases required will match those required under the 2010 Funding Improvement Plan (the 2009 15% PPA increase and lesser annual increases from 2013 through 2021). At this time, no additional contribution rate increases other than those detailed in the 2010 Funding Improvement Plan are expected. While the changes in benefits will generally be effective June 1, 2016 for all employees, the contribution rate increases will continue to be implemented as your existing collective bargaining agreement expires or provides for allocations. The contribution increases were held steady to protect signatory employers from exposure to contribution surcharges, and excise taxes.

The 4% or 3% increases must be included for anniversary dates beginning this year, and will continue to be designated separately as "IPF-PPA" on your employer contribution forms.

If you have any questions regarding this matter, please contact the Fund office.

Sincerely,

David F. Stupar Executive Director



Wrap up the savings with Union Plus. As a hard-working union member, you can get discounts and deals on a wide range of goods and services through Union Plus.



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## IPF Retirement Blueprint

A Quarterly Publication of the . . .



Bricklayers & Trowel Trades International Pension Fund 620 F Street, NW Suite 700 Washington, DC 20004

www.ipfweb.org



Address Service Requested

Track Your BAC SAVE Retirement Savings Annuity Plan Balances Electronically with the BAC Member Web Portal

As a member of a Local that participates in the BAC SAVE Retirement Savings Plan (RSP), you can now monitor your current and hardship account balances electronically through the BAC Member Web Portal. Get started today by registering online now at **member.bacweb.org**.

# Benefit Statement Notice

his is to remind you that you have the right to request a statement of your benefit accrued under the plan. You may apply for a statement once every 12 months, and we will furnish a calculation of your accrued benefit and tell you if you have enough service to be vested in your benefit. We will provide this calculation within 30 days of our receipt of your written request. Benefit estimate requests should include your name, mailing address, IU member number, be made in writing, and directed to:

David F. Stupar, Executive Director Bricklayers & Trowel Trades International Pension Fund 620 F. Street, N.W., Suite 700 Washington, DC 20004 pensionestimate@ipfweb.org PRSRT STD U.S. POSTAGE PAID WASHINGTON, DC PERMIT NO. 13