

## **Summary of Material Modifications #1 Benefit Improvement**

January 14, 2015

TO: All Participants, Former Local 35 of PA Annuity Plan

### **I. INTRODUCTION**

This notice, referred to as a Summary of Material Modifications (SMM), describes important changes to the benefits provided by the Bricklayers & Allied Craftworkers Local No. 1 of PA/DE Annuity Plan. You should read this notice carefully and keep it handy for future reference. If you have any questions, please feel free to contact the Fund Office at the address or phone numbers listed on the following page.

### **II. EXPANSION OF HARDSHIP WITHDRAWAL OPTIONS AVAILABLE TO FORMER PARTICIPANTS OF THE LOCAL 35 ANNUITY FUND TO INCLUDE THE SAME OPTIONS AVAILABLE TO ALL OTHER PARTICIPANTS**

The Trustees are pleased to announce an expansion of the hardship withdrawal options available to former participants of the Pointers, Cleaners and Caulkers Local Union No. 35 of PA Annuity Fund ("Local 35 Annuity Fund"). Previously, hardship withdrawals were only available to such participants to cover the following types of expenses:

- (1) Funeral expenses arising from the death of the Participant's parent(s), spouse, child(ren) or dependent(s).
- (2) Payments necessary to prevent the Participant's eviction from, or foreclosure on the mortgage on, his or her principal residence.

However, effective October 21, 2014, the Trustees have expanded the hardship withdrawal options available to former participants of the Local 35 Annuity Fund to include the same options that are available to all other participants. Accordingly, hardship withdrawals are also available to such participants to cover the following new types of expenses:

- (1) Out-of-pocket medical expenses of at least \$500 incurred by the Participant, his or her spouse or dependent because such expenses have not been reimbursed from the Bricklayers and Allied Craftworkers Local 1 of PA/DE Health and Welfare Fund.

- (2) Premiums to maintain continuation of health insurance coverage under COBRA. A withdrawal shall only be permitted under this paragraph so long as the Participant: (i) is otherwise eligible for COBRA benefits; (ii) made a timely election to obtain COBRA benefits; and (iii) timely fulfilled any procedural requirements in order to obtain such benefits.
- (3) Down payment, contract and title expenses contracted for, or incurred in connection with, the purchase of a home, including a cooperative or condominium apartment, in which the Participant will reside (*i.e.*, the Participant's principal residence).
- (4) Down payment, contract and title expenses contracted for, or incurred in connection with, the refinancing of an existing mortgage loan with respect to the Participant's principal residence.
- (5) Expenses for the repair of damage to the Participant's residence that would qualify as a casualty deduction under Code section 165.
- (6) Tuition, room, board, and book expenses so that the Participant, his or her spouse or dependent child(ren) may take courses for up to the next 12 months at an educational institution beyond the high school level, or for a dependent child(ren) to attend a school or institution for physically or mentally disabled children.

### **III. CONCLUSION**

The Trustees believe that the Bricklayers & Allied Craftworkers Local No. 1 of PA/DE Annuity Plan plays an important role in your retirement security and they are proud to be involved in its continued operation. As always, if you have any questions about this SMM, the Plan or your benefits under the Plan, please contact the Fund Office at Bricklayers Benefit Plans, 2706 Black Lake Place – Philadelphia, PA 19154 or by phone at 215-856-9663 (Toll Free: 888-516-9222).

#### **IMPORTANT**

This SMM is intended to provide you with an easy-to-understand description of certain changes to the Bricklayers & Allied Craftworkers Local No. 1 of PA/DE Annuity Plan. While every effort has been made to make this description as complete and accurate as possible, if any conflict should arise between this SMM and the Plan, the terms of the Plan will govern in all cases.