Laborers Local No. 265 Pension Plan EIN/Plan #: 31-6127282/001 SFA Checklist Item #22: Signed Application

Pursuant to Pension Benefit Guaranty Corporation's ("PBGC) Final Rule, 29 CFR Parts issued under Section 4000 and 4262 of the Employee Retirement Income Security Act, as amended 1974 ("ERISA") and published in the Federal Register on July 8, 2022 (the "Regulations"), the Board of Trustees of the Laborers Local No. 265 Pension Plan (the "Plan") submits this application, along with the accompanying Exhibits, to the PBGC for approval of Special Financial Assistance.

Respectfully Submitted,

Mr. Phil Neumann

Authorized Management Trustee, on behalf of the Board of Trustees for the Laborers Local No. 265 Pension Plan

Mr. Justin Phillips

Authorized Union Trustee, on behalf of the Board of Trustees for the Laborers Local No. 265 Pension Plan Laborers Local No. 265 Pension Plan EIN/Plan #: 31-6127282/001 SFA Checklist Item #24: Contact Information for Authorized Representatives

Does the application identify the name, address email and telephone number of the plan sponsor, plan sponsor's authorized representative and any other authorized representatives?

Document 24.1 provides a description of the name, address email and telephone number of the plan sponsor's authorized representative and any other authorized representatives.

Laborers Local No. 265 Pension Plan EIN/Plan #: 31-6127282/001 SFA Checklist Item #24: Contact Information for Authorized Representatives

## **Document 24.1**

#### Plan Sponsor Name:

The Board of Trustees of the Laborers Local No. 265 Pension Plan

## <u>Plan Sponsor Mailing Address</u>:

Laborers Local No. 265 Pension Plan C/O Ohio Laborers Benefits 800 Hillsdowne Road Westerville, OH 43081-3302

#### Plan Sponsor Physical Address:

Laborers Local No. 265 Pension Plan C/O Ohio Laborers Benefits 800 Hillsdowne Road Westerville, OH 43081-3302

Plan Sponsor Phone Number: (800) 236-6437

#### **Authorized Representatives:**

Mike Rust, EA, MAAA, ASA
Allen Pauly, EA, CERA, ASA, MAAA
Cuni, Rust & Strenk
4555 Lake Forest Drive, Ste. 620,
Cincinnati, OH 45242
Ph: (513) 891-0270
mrust@crsact.com
apauly@crsact.com

Stephen Nevius,
Fund Counsel
Ledbetter Partners LLC
5078 Wooster Rd., Ste. 400,
Cincinnati, OH 45226
Ph: (937) 619-0900
snevius@fringebenefitlaw.com

Phil Neumann,
Secretary, Board of Trustees,
Authorized Management Trustee, on behalf
of the Board of Trustees for the
Laborers Local No. 265 Pension Plan
(Can be contacted through Fund Counsel)

Justin Phillips,
Chairman, Board of Trustees
Authorized Union Trustee, on behalf
of the Board of Trustees for the
Laborers Local No. 265 Pension Plan
(Can be contacted through Fund Counsel)

Laborers Local No. 265 Pension Plan EIN/Plan #: 31-6127282/001 SFA Checklist Item #25 – Eligibility Criteria

The Plan is eligible to receive SFA under 4262.3(a)(1): The Plan was in critical and declining status within the meaning of section 305(b)(6) of ERISA for the Plan Year beginning in 2020.

Laborers Local No. 265 Pension Plan
EIN/Plan #: 31-6127282/001
SFA Checklist Item #27 – Narrative Description of Future Contributions, EWL Payments

Employers contribute 100% of eligible contributions to the Plan under the Preferred Schedule of the Rehabilitation Plan.

The assumed average contribution rate (per hour worked) for each year during the projection period is \$5.30 per hour, reflecting the most recent contribution rate increase agreed to by the bargaining parties before July 9, 2021. This is the negotiated Journeyman rate for the projection period.

The assumption for future contributions is that this contribution rate will remain constant, and that future aggregate hours will decline at a rate of 1.24% per year from the 2018-19 plan year through the 2028-29 plan year, with 1.00% annual decreases thereafter, as described in Paragraph A of Section IV, "Generally Acceptable Assumption Changes" of PBGC's SFA Assumptions Guidance under the Final Rule. This excludes the "COVID period" described in that guidance, such that the assumed hours for 2022-23 plan year are 4.87% less than the hours worked in the 2018-19 plan year. This 4.87% represents an annual decline of 1.24%, compounded geometrically, per year for 4 years.

We have assumed that the decline in hours will be realized through a decline in the total number of actives year over year, with the average hours per active (1,290 per year) remaining constant. This 1,290 per year is the average number of hours worked per active in the most recent five Plan Years (excluding the COVID period). Future active counts are determined by dividing the assumed aggregate hours in any given year by this 1,290 to determine the assumed active counts at the start of the given Plan Year.

There are no assumed future withdrawals, and future withdrawal liability payments assume currently withdrawn employers continue to pay their withdrawal liability timely and as originally scheduled; i.e. we assume no defaults or settlements of currently withdrawn employers.

Laborers Local No. 265 Pension Plan

EIN/Plan #: 31-6127282/001

SFA Checklist Item #28 - Description of Assumption Changes and Supporting Rationale

#### Mortality

Prior Assumption: RP-2014 tables projected generationally using Mortality Projection Scale MP-2018.

*Baseline Assumption:* Pri-2012 Blue Collar tables projected generationally using Mortality Projection Scale MP-2021.

Rationale: The prior assumption is no longer reasonable because it is based on older tables constructed without material multiemployer plan experience. The updated assumption is based on the most recently published tables and improvement scales, and was implemented according to Paragraphs B and C of Section III, "Acceptable Assumption Changes" of PBGC's SFA Assumptions Guidance under the Final Rule.

#### **New Entrant Profile**

*Prior Assumption:* A simplified assumption of a single new entrant profile based on the average of the prior year's new entrants.

Baseline Assumption: Based on characteristics of the new entrants and rehires to the plan in the five years preceding the measurement date, with age bands of 10 years.

Rationale: The prior assumption is no longer reasonable because it did not reflect the most recent Plan experience. The updated assumption is consistent with the past five years of Plan experience and was implemented according to Paragraph D of Section III, "Acceptable Assumption Changes" of PBGC's SFA Assumptions Guidance under the Final Rule.

Laborers Local No. 265 Pension Plan EIN/Plan #: 31-6127282/001

SFA Checklist Item #28 – Description of Assumption Changes and Supporting Rationale

#### **Administrative Expenses**

Prior Assumption: Based on most recently audited amount with 1.0% annual increases to 2029.

Baseline Assumption: Based on most recently audited amount with 1.0% annual increases to 2051, with a flat increase for the scheduled PBGC premium increase in 2031.

Rationale: The prior assumption did not address years after the original projected insolvency in 2029. The baseline assumption uses acceptable extension methodology as described in Paragraph A of Section III, "Acceptable Assumption Changes" of PBGC's SFA Assumptions Guidance under the Final Rule.

Revised Assumption: Based on most recently audited amount with 3.0% annual increases to 2051, with a flat increase for both the scheduled PBGC premium increase in 2031, as well as the expected additional cost (\$50,000) for the preparation and filing of the SFA application.

Rationale: The baseline assumption is no longer reasonable because it does not address the cost of the preparation and filing of this SFA application, and uses an outdated inflation assumption. The revised assumption is based on recently available financial statements, and accounts for expenses incurred past 2029, the scheduled PBGC premium increase in 2031, the cost of the preparation & filing of the SFA application, and reasonable expectations of current and expected inflationary trends. Additionally, the bulk of administrative expenses are professional fees, which it is sensible to assume are highly correlated with wage increases. The 2022 Trustees Report from the Social Security Administration projects that the annual increase rate of the Average Wage Index will most likely range from 2.4% to 4.9%, thus the baseline increase assumption of 1.0% is clearly unreasonable, while the revised increase assumption of 3.0% is reasonable. See the table on page 121 of the Report for further support of this assumption: <a href="https://www.ssa.gov/OACT/TR/2022/tr2022.pdf">https://www.ssa.gov/OACT/TR/2022/tr2022.pdf</a>>.

Laborers Local No. 265 Pension Plan

EIN/Plan #: 31-6127282/001

SFA Checklist Item #28 – Description of Assumption Changes and Supporting Rationale

#### **Contribution Base Units (CBUs)**

Prior Assumption: 400,000 CBUs worked by 283 actives per year to 2029.

Baseline Assumption: 400,000 CBUs worked by 283 actives per year to 2051.

Rationale: The prior assumption did not address years after the original projected insolvency. Baseline assumption uses acceptable extension methodology as described in Paragraph A of Section III, "Acceptable Assumption Changes" of PBGC's SFA Assumptions Guidance under the Final Rule.

Revised Assumption: 1.24% annual decreases in CBUs from the 2018-2019 plan year to the 2028-29 plan year and 1.00% decreases thereafter, with actives working 1,290 hours each per year.

Rationale: The baseline assumption is no longer reasonable because it does not reflect the recent and extended decrease in annual hours (excluding the COVID period). Thus, the Baseline assumption is clearly unreasonable, while the revised assumption is reasonable. The 1.24% reduction per year is the geometric average decline based on the ten plan years preceding the SFA measurement date and excluding any plan year that contains any part of the "COVID period." The Plan's CBUs for this ten-year period are:

(A)	(B)	(C)
Plan Year Beginning		Ratio to
November 1	CBUs	prior year
2009	456,626	N/A
2010	431,242	0.9444
2011	504,614	1.1701
2012	363,634	0.7206
2013	477,810	1.3140
2014	430,608	0.9012
2015	400,623	0.9304
2016	379,675	0.9477
2017	357,618	0.9419
2018	408,031	1.1410

The geometric average of the numbers in column (C) is 0.9876. This equates to an average decrease of 1.24%. The reduction in CBUs is assumed to be accompanied by a linear reduction in actives per year. The 5-year average hours worked per active participant in the most recent 5 plan years (excluding the COVID period) is 1,290. The assumed number of actives in each year of the projection period is determined by dividing the total assumed CBUs in the given year by this assumed 1,290 average hours per active participant.

The revised assumption was implemented according to Paragraph A of Section IV, "Generally Acceptable Assumption Changes" of PBGC's SFA Assumptions Guidance under the Final Rule.

Laborers Local No. 265 Pension Plan

EIN/Plan #: 31-6127282/001

SFA Checklist Item #28 - Description of Assumption Changes and Supporting Rationale

#### Withdrawal Liability Payments

*Prior Assumption:* No future withdrawals assumed; currently withdrawn employers expected to satisfy payment agreements in place as of the measurement date.

Baseline Assumption: No future withdrawals assumed; currently withdrawn employers expected to satisfy payment agreements in place as of the measurement date.

Rationale: This assumption was not explicitly documented, but is being recorded here for the purpose of this SFA application as prescribed in Paragraph A of Section VI, "Additional Information" of PBGC's SFA Assumptions Guidance under the Final Rule.

The Plan is a construction industry plan, and as a result, a withdrawal only occurs if a contributing employer's obligation to contribute to the Plan ceases, and then the former contributing employer performs work in the jurisdiction of the applicable collective bargaining agreement (or project labor agreement) of the type for which contributions were previously required within 5 years after the cessation of the employer's obligation to contribute to the Plan. Therefore, employer withdrawals are not predictable and sometimes difficult to collect. For example, if a contributing employer simply closes its business, no withdrawal is triggered. If that same business resumes the work 5 years after its obligation to contribute to the Plan ceased, no withdrawal liability would be owed. Additionally, when the Plan does assess withdrawal liability, it is often against former contributing employers who are experiencing financial difficulty and may have limited assets available to satisfy the assessment.

The Plan has pursued withdrawal liability from a number of former contributing employers. The Plan currently has one former contributing employer that is paying monthly installments of withdrawal liability over a long period of time. We cannot develop a credible future withdrawal liability assumption based on such a small number of assessments, since they are sporadic and oftentimes not collectable. The Plan's most recent Form 5500 showed that the Plan had 44 employers who were obligated to contribute to the Plan. Even if we assumed that one employer is assessed collectible withdrawal liability every five years or so, we do not know which is going to withdraw.

Withdrawal liability is paid in a manner so as to replace the contributions that a withdrawing employer was making to the Plan prior to withdrawing from the Plan. These payments do not generate Plan liabilities as do regular employer contributions. So, there are "savings" to the Plan when it receives withdrawal liability payments instead of regular Plan contributions from the withdrawn employer. However, the Plan's ongoing benefits are small relative to its contribution rate (the Plan's normal cost for benefits is less than 10% of the Plan's hourly contribution rate) meaning the liability savings on the withdrawal liability payments are at most \$0.10 on the \$1.00.

SFA Checklist Item #28 – Description of Assumption Changes and Supporting Rationale

# **New Entrant Profile**

				Ag	ge		
Age		<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Total</u>
x < 25	Count:	7	1	10	8	5	31
	Mean:	23.945	24.918	21.031	22.020	21.704	22.18
$25 \le x \le 35$	Count:	14	11	16	19	12	72
	Mean:	30.836	31.747	29.345	29.686	29.748	30.16
$35 \le x \le 45$	Count:	9	18	12	18	10	67
	Mean:	38.921	39.744	41.561	40.319	41.178	40.33
$45 \le x \le 55$	Count:	6	9	13	13	10	51
	Mean:	50.937	50.241	49.529	50.805	50.096	50.26
$55 \le x \le 65$	Count:	9	5	9	6	4	33
	Mean:	58.076	58.760	58.317	58.068	58.367	58.28
$65 \le x$	Count:			1		1	2
	Mean:			67.167		66.727	66.95
<total></total>	Count:	45	44	61	64	42	256
	Mean:	39.509	41.716	39.581	38.669	39.963	39.77

				<b>Annual Accr</b>	ued Benefit		
Age		2017	2018	<u>2019</u>	2020	2021	<u>Total</u>
x < 25	Count:	7	1	10	8	5	31
	Mean:	293.177	224.160	214.320	269.145	240.648	250.84
$25 \le x \le 35$	Count:	14	11	16	19	12	72
	Mean:	203.306	256.516	323.925	278.716	303.740	274.88
$35 \le x < 45$	Count:	9	18	12	18	10	67
	Mean:	1,046.400	763.053	539.220	454.993	443.892	630.63
$45 \le x \le 55$	Count:	6	9	13	13	10	51
	Mean:	944.940	1,111.413	587.797	584.954	784.632	760.09
$55 \le x \le 65$	Count:	9	5	9	6	4	33
	Mean:	779.000	1,445.952	1,532.467	1,130.680	709.440	1,141.05
$65 \le x$	Count:			1		1	2
	Mean:			1,009.440		177.600	593.52
<total></total>	Count:	45	44	61	64	42	256
	Mean:	599.928	773.029	594.093	469.174	479.731	575.88

SFA Checklist Item #28 – Description of Assumption Changes and Supporting Rationale

# **New Entrant Profile**

				Vested S	Service		
Age		2017	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Total</u>
x < 25	Count:	7	1	10	8	5	31
	Mean:	1.543	1.400	1.100	1.250	1.420	1.30
$25 \le x \le 35$	Count:	14	11	16	19	12	72
	Mean:	1.186	1.355	1.481	1.421	1.558	1.40
$35 \le x \le 45$	Count:	9	18	12	18	10	67
	Mean:	2.567	1.894	1.733	1.639	1.760	1.87
$45 \le x \le 55$	Count:	6	9	13	13	10	51
	Mean:	2.000	2.433	1.723	1.600	2.210	1.95
$55 \le x \le 65$	Count:	9	5	9	6	4	33
	Mean:	1.833	2.720	2.889	1.833	2.150	2.29
65 <= x	Count:			1		1	2
	Mean:			4.900		1.000	2.95
<total></total>	Count:	45	44	61	64	42	256
	Mean:	1.756	1.952	1.783	1.536	1.788	1.75

				Geno	ler		
Age		<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Total</u>
x < 25	Male: Female:	7	1	9 1	8	5	30
$25 \le x \le 35$	Male: Female:	13 1	11	16	17 2	12	69 3
$35 \le x \le 45$	Male: Female:	9	18	11 1	16 2	10	64
$45 \le x \le 55$	Male: Female:	6	9	12 1	12 1	10	49 2
$55 \le x \le 65$	Male: Female:	9	4 1	8 1	6	4	31 2
65 <= x	Male: Female:			1		1	2 0
<total></total>	Male: Female:	44 1	43 1	57 4	59 5	42 0	245 11

Laborers Local No. 265 Pension Plan EIN/Plan #: 31-6127282/001

SFA Checklist Item #28 – Description of Assumption Changes and Supporting Rationale

# **New Entrant Profile**

		<b>C</b>	**/ • 1.	Annual Accrued	Vested	0/ 3/4 3
Age Range Below 25	<b>Age</b> 22.2	Count 31	Weight 12.0%	<b>Benefit</b> 250.84	Service 1.30	% Male 96.77%
25-34	30.2	72	28.0%	274.88	1.40	95.83%
35-44	40.3	67	26.0%	630.63	1.87	95.52%
45-54	50.3	51	20.0%	760.09	1.95	96.08%
55-64	58.3	33	13.0%	1,141.05	2.29	93.94%
65 and over	66.9	2	1.0%	593.52	2.95	100.00%

Laborers Local No. 265 Pension Plan
EIN/Plan #: 31-6127282/001
SFA Checklist Item #28 – Description of Assumption Changes and Supporting Rationale

# **Active Participants & Average Hours**

Plan Year Beginning November 1	Total CBUs	Number of Actives at Beginning of Plan Year	Average Hours per active participant	Running 5-year Average (excluding COVID period)
2010	431,242	404	1,065	
2011	504,614	378	1,335	
2012	363,634	399	910	
2013	477,810	316	1,510	
2014	430,608	348	1,235	1,210
2015	400,623	322	1,245	1,245
2016	379,675	297	1,280	1,235
2017	357,618	288	1,240	1,300
2018	408,031	283	1,440	1,290
2019 *	414,014	293	1,415	1,290
2020 *	290,104	286	1,015	1,290
2021 *	308,227	257	1,200	1,290

<sup>\*</sup> COVID period

Laborers Local No. 265 Pension Plan EIN/Plan #: 31-6127282/001

SFA Checklist Item #34 – Certification by Plan's Enrolled Actuary Certifying SFA Amount

All calculations in this application were prepared on behalf of the Laborers Local No. 265 Pension Plan based on employee data as of November 1, 2021, and asset statements and Plan Documents provided by the Plan Sponsor or its representatives.

We certify that to the best of our knowledge and belief, the requested amount of Special Financial Assistance (SFA) to which the Plan is entitled under section 4262(j)(l) of ERISA and section 4262.4 of PBGC's SFA regulation is \$55,618,248, measured as of December 31, 2022.

Unless noted below, the actuarial assumptions and methods used in the determination of the amount of SFA are the same as those used in the certification of the Plan's status for the Plan Year beginning November 1, 2019, dated January 27, 2020. The changes or modifications to these assumptions that are reflected in the determination of the amount of SFA, as well as justification for the changes, are described elsewhere in this application. We certify that the information presented in this application is complete and accurate, and each assumption used represents a reasonable estimate of anticipated experience under the Plan.

We hereby certify that the SFA amount reflects and adjusts for the results of the independent death audit performed by PBGC on the November 1, 2021 census data, and that the calculation of the SFA amount has been performed in accordance with the PBGC's SFA regulation and published guidance, as well as generally accepted actuarial principles and practices, and the undersigned meet the qualification standards of the American Academy of Actuaries necessary to render an actuarial opinion.

Respectfully submitted,

CUNI, RUST & STRENK

Allen L. Pauly, EA, CERA, ASA, MAAA

Senior Actuary

Enrolled Actuary No. 23-08895

M. R. Rust, EA, MAAA, ASA

President, Lead Actuarial Consultant

Enrolled Actuary No. 23-06146

Laborers Local No. 265 Pension Plan

EIN/Plan #: 31-6127282/001

SFA Checklist Item #35: Certification by Plan Sponsor of Fair Market Value of Assets

This is a certification by the Board of Trustees of the Laborers Local No. 265 Pension Plan ("Plan") as to the accuracy of the amount of the fair market value of assets as of the special financial assistance ("SFA") measurement date specified in the Plan's application for SFA.

The fair market value of assets is supported by the financial and account statements included in this SFA application. This SFA application also includes a reconciliation of the fair market value of assets from the end of the most recent Plan Year (October 31, 2022) to the SFA measurement date (December 31, 2022).

Based on the above, I hereby certify the accuracy of the amount of the fair market value of assets as of the SFA measurement date, as specified in this application for SFA.

Respectfully Submitted,

Mr Phil Neumann

Authorized Management Trustee, on behalf of the Board of Trustees for the Laborers Local No. 265 Pension Plan

Mr. Justin Phillips

Authorized Union Trustee, on behalf of the Board of Trustees for the Laborers Local No. 265 Pension Plan

## Laborers Local No. 265 Pension Plan

EIN/Plan #: 31-6127282/001

SFA Checklist Item #35 - Certification by Plan Sponsor of Fair Market Value of Assets

# 10/31/22 Fair Market Value (Audited)

Investments at Fair Value	\$32,239,461	
Cash	<u>281,927</u>	
Total		\$32,521,388

## Unaudited 11/1/2022 - 12/31/2022 Additions Attributable to:

Contributions	297,757	
Withdrawal Liability Payments	13,953	
Investment Income	<u>639,079</u>	
<b>Total Additions</b>		950,789

## Unaudited 11/1/2022 = 12/31/2022 Deductions Attributable to:

Benefit Payments	1,152,671
Administrative Expenses	<u>57,328</u>
Total Deductions	\$1,209,999

# Reconciliation of Net Assets Available for Benefits

Excess of Receipts over Disbursements

12/31/22 Fair Market Value (Unaudited)

	Audited Unaudite		i	
	10/31/22 Value.	12/31/22 Value	\$ Change	
Investments at Fair Value	\$32,239,461	\$31,720,761	(\$518,700)	
Cash	281,927	1,027,162	745,235	
Receivables	168,656	146,429	(22,227)	
Prepaids	562,603	128,380	(434,223)	
Liabilities	(34,427)	(63,722)	(29,295) *	
Total	\$33,218,220	\$32,959,010	(\$259,210)	

(259,210)

\$32,262,178

<sup>\*</sup> Increase in accounts payable.

Laborers Local No. 265 Pension Plan EIN/Plan #: 31-6127282/001 SFA Checklist Item #39: Penalty of Perjury Statement

# **Penalty of Perjury Statement**

Under penalty of perjury under the laws of the United States of America, I declare that I am an authorized trustee who is a current member of the board of trustees of the Laborers Local No. 265 Pension Plan and that I have examined this application, including accompanying documents, and, to the best of my knowledge and belief, the application contains all the relevant facts relating to the application; all statements of fact contained in the application are true, correct, and not misleading because of omission of any material fact; and all accompanying documents are what they purport to be.

Respectfully Submitted,

Mr. Phil Neumann

Authorized Management Trustee, on behalf of the Board of Trustees for the Laborers Local No. 265 Pension Plan

Mr. Justin Phillips

Authorized Union Trustee, on behalf of the Board of Trustees for the Laborers Local No. 265 Pension Plan Laborers Local No. 265 Pension Plan EIN/Plan #: 31-6127282/001 SFA Checklist Item #36: Compliance Amendment

## AMENDMENT TO THE LABORERS LOCAL NO. 265 PENSION PLAN AS AMENDED AND RESTATED JUNE 1, 2022

#### **Background**

The Board of Trustees of the Laborers Local No. 265 Pension Plan (the "Board") has applied to the Pension Benefit Guaranty Corporation ("PBGC") under section 4262 of the Employment Retirement Income Security Act of 1974, as amended ("ERISA"), and 29 C.F.R. § 4262 for special financial assistance for the Laborers Local No. 265 Pension Plan (the "Plan").

- 1. 29 C.F.R. § 4262.6(e)(1) requires that the plan sponsor of a plan applying for special financial assistance amend the written instrument governing the plan to require that the plan be administered in accordance with the restrictions and conditions specified in section 4262 of ERISA and 29 C.F.R. part 4262 and that the amendment be contingent upon approval by PBGC of the plan's application for special financial assistance.
- 2. Under Section 10.1 of the Laborers Local No. 265 Pension Plan, as Amended and Restated June 1, 2022 (the "Plan Document"), the Board has the power to amend the Plan Document.
- 3. Sections 5.1 and 5.7 of the Laborers Local No. 265 Pension Fund Restated Agreement and Declaration of Trust, as amended, authorizes the Board to conduct the business of the Trust and execute all instruments in the name of the Pension Fund. In relevant part, Section 5.1 states: "Such instruments shall be signed by at least one Employer and one Union Trustee."

Further, Section 5.7 permits the Board to allocate "fiduciary responsibilities and various administrative duties" as they deem appropriate, as consistent with ERISA. The Board approved a Resolution regarding all documentation to be signed in relation to the Application for Special Financial Assistance ("SFA"). Said Resolution has been submitted as part of the Application for SFA. The Resolution authorizes Union Trustee Justin Phillips, and Employer Trustee Phil Neumann, to sign all documents related to the Application for SFA, including the specific authority to amend the plan document in accordance with § 4262.6(e)(1).

#### Amendment

The Plan Document is amended by adding a new Article XVI, Section 16.1 to read as follows:

"Beginning with the SFA measurement date selected by the Plan in the Plan's application for special financial assistance, notwithstanding anything to the contrary in this or any other document governing the Plan, the plan shall be administered in accordance with the restrictions and conditions specified in section 4262 of ERISA and 29 CFR part 4262. This amendment is contingent upon approval by PBGC of the Plan's application for special financial assistance."

Mr. Phil Neumann

Authorized Management Trustee, on behalf of the Board of Trustees for the Laborers Local No. 265 Pension Plan

Date: July 2<sup>nd</sup>, 2024

Mr. Justin Phillips

Authorized Union Trustee, on behalf of the Board of Trustees for the Laborers Local No. 265 Pension Plan

#### RESOLUTION OF THE LABORERS LOCAL No. 265 PENSION PLAN

THIS RESOLUTION is made this <u>20<sup>th</sup></u> day of June 2024, by the Laborers Local No. 265 Pension Plan (the "Plan"), a duly organized and existing tax-exempt pension plan under the Employee Retirement Income Security Act and the Internal Revenue Code and administered pursuant to a Trust Fund Agreement controlled by a Board of Trustees.

WHEREAS, pursuant to Article 5 of the Trust Fund Agreement, the Board of Trustees is authorized to execute all instruments in the name of the Laborers Local No. 265 Pension Plan in the course of conducting business for the Trust.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the Trust has authorized the Trust Fund to execute documents in relation to the Special Financial Assistance (the "SFA") Application. This includes the specific authority to amend the plan document in accordance with §4262.6(e)(1).

AND RESOLVED FURTHER that Justin Phillips, in his capacity as the Chairman of the Board of Trustees of the Trust Fund, and Phil Neumann, in his capacity as the Secretary of the Board of Trustees of the Trust Fund, are hereby authorized and directed to execute any documents required in relation to the SFA Application.

This Resolution may be signed by the undersigned Trustees in counterparts which may be taken together as one document, whether by electronic mail, facsimile or in original form.

IN WITNESS WHEREOF, the foregoing Resolution has been adopted by the Board of Trustees for the Laborers Local No. 265 Pension Plan on this <u>20th</u> day of June 2024.

By:

UNION TRUSTEES:	EMPLOYER TRUSTEES:		
gotil.	Phillip Neumann Phillip Neumann Jun 20 2024 11 29 ED11		
Anthony Brice Anthony Brice Jun 20, 2024 12:28 EDT	2 and Liper 26, 2024 15-15 CD71		
Lavy Manual Pain 20 2024 09:47 EDTI	Matt Grandstaff Most Grandstaff Jun 21, 2024 (LBEDT)		

# Resolution for SFA Documents

Final Audit Report 2024-06-26

Created: 2024-06-20

By: Kate Prenatt (kate.prenatt@fringebenefitlaw.com)

Status: Signed

Transaction ID:

# "Resolution for SFA Documents" History

Document created by Kate Prenatt (kate.prenatt@fringebenefitlaw.com)
2024-06-20 - 1:39:59 PM GMT

- Document emailed to Justin Phillips 2024-06-20 1:40:04 PM GMT
- Document emailed to Anthony Brice for signature 2024-06-20 1:40:04 PM GMT
- Document emailed to Larry Thompson 2024-06-20 1:40:05 PM GMT
- Document emailed to Phillip Neumann (pneumann@universal1957.com) for signature 2024-06-20 1:40:05 PM GMT
- Document emailed to Nicholas Weisbrod ( 2024-06-20 1:40:05 PM GMT
- Document emailed to Matt Grandstaff (mgrandstaff@monarchconstruction.cc) for signature 2024-06-20 1:40:05 PM GMT
- Email viewed by Larry Thompson
- Document e-signed by Larry Thompson Signature Date: 2024-06-20 1:47:41 PM GMT Time Source: server
- Email viewed by Phillip Neumann (pneumann@universal1957.com) 2024-06-20 3:01:31 PM GMT
- Document e-signed by Phillip Neumann (pneumann@universal1957.com)
  Signature Date: 2024-06-20 3:09:43 PM GMT Time Source: server



viewed by Anthony Brice (6-20 - 4:25:20 PM GMT
ment e-signed by Anthony Brice ure Date: 2024-06-20 - 4:28:38 PM GMT - Time Source: server
viewed by Justin Phillips (6.20 - 9:26:59 PM GMT
ment e-signed by Justin Phillips ure Date: 2024-06-20 - 9:27:16 PM GMT - Time Source: server
viewed by Matt Grandstaff (mgrandstaff@monarchconstruction.cc) 6-21 - 7:31:52 PM GMT
ment e-signed by Matt Grandstaff (mgrandstaff@monarchconstruction.cc) re Date: 2024-06-21 - 7:33:14 PM GMT - Time Source: server
viewed by Nicholas Weisbrod 6-26 - 7:14:24 PM GMT
ment e-signed by Nicholas Weisbrod (ment)  re Date: 2024-06-26 - 7:15:48 PM GMT - Time Source: server
ment completed. 6-26 - 7:15:48 PM GMT

Application Checklist v20230727

Instructions for Section E, Item 1 of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance (SFA):

The Application to PBGC for Approval of Special Financial Assistance Checklist ("Application Checklist") identifies all information required to be filed with an initial or revised application. For a supplemented application, instead use "Application Checklist - Supplemented." The Application Checklist is not required for a lock-in application.

For a plan required to submit additional information described in Addendum A of the SFA Filing Instructions, also complete Checklist Items #40.a. to #49.b., and if there is a merger as described in Addendum A, also complete Checklist Items #50 through #63.

Applications (including this Application Checklist), with the exception of lock-in applications, must be submitted to PBGC electronically through PBGC's e-Filing Portal, (https://efilingportal.pbgc.gov/site/). After logging into the e-Filing Portal, go to the Multiemployer Events section and click "Create New ME Filing." Under "Select a filing type," select "Application for Financial Assistance – Special." Note: revised and supplemented applications must be submitted by selecting "Create New ME Filing."

Note: If you go to the e-Filing Portal and do not see "Application for Financial Assistance – Special" under the "Select a Filing Type," then the e-Filing Portal is temporarily closed and PBGC is not accepting applications (other than lock-in applications) at the time, unless the plan is eligible to make an emergency filing under § 4262.10(f). PBGC's website, www.pbgc.gov, will be updated when the e-Filing Portal reopens for applications. PBGC maintains information on its website at www.pbgc.gov to inform prospective applicants about the current status of the e-Filing portal, as well as to provide advance notice of when PBGC expects to open or temporarily close the e-Filing Portal.

General instructions for completing the Application Checklist:

Complete all items that are shaded:

If required information was already filed: (1) through PBGC's e-Filing Portal; or (2) through any means for an insolvent plan, a plan that has received a partition, or a plan that submitted an emergency filing, the filer may either upload the information with the application or include a statement in the Plan Comments section of the Application Checklist indicating the date on which and the submission with which the information was previously filed. For any such items previously provided, enter N/A as the **Plan Response**.

For a revised application, the filer may, but is not required to, submit an entire application. For all Application Checklist Items that were previously filed that are not being changed, the filer may include a statement in the Plan Comments section of the Application Checklist to indicate that the other information was previously provided as part of the initial application. For each, enter N/A as the **Plan Response**.

Instructions for specific columns:

Plan Response: Provide a response to each item on the Application Checklist, using only the Response Options shown for each Checklist Item.

Name(s) of Files Uploaded: Identify the full name of the file or files uploaded that are responsive to the Checklist Item. The column Upload as Document Type provides guidance on the "document type" to select when submitting documents on PBGC's e-Filing Portal.

Page Number Reference(s): For Checklist Items #22 to #29c, submit all information in a single document and identify here the relevant page numbers for each such Checklist Item.

**Plan Comments**: Use this column to provide explanations for any **Plan Response** that is N/A, to respond as may be specifically identified for Checklist Items, and to provide any optional explanatory comments.

Additional guidance is provided in the following columns:

**Upload as Document Type:** When uploading documents in PBGC's e-Filing Portal, select the appropriate Document Type for each document that is uploaded. This column provides guidance on the Document Type to select for each Checklist Item. You may upload more than one document using the same Document Type, and there may be Document Types on the e-Filing Portal for which you have no documents to upload.

Required Filenaming (if applicable): For certain Checklist Items, a specified format for naming the file is required.

**SFA Instructions Reference:** Identifies the applicable section and item number in PBGC's Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance.

You must select N/A if a Checklist Item # is not applicable to your application. Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39 on the Application Checklist. If there has been an event as described in § 4262.4(f), complete Checklist Items #40.a. through #49.b., and if there has been a merger described in Addendum A, also complete Checklist Items #50 through #63. Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #40.a. through #49.b. Your application will also be considered incomplete if No is entered as a Plan Response for any of Checklist Items #50 through #63 if you are required to complete Checklist Items #50 through #63.

If a Checklist Item # asks multiple questions or requests multiple items, the Plan Response should only be Yes if the plan is providing all information requested for that Checklist Item.

Note, a Yes or No response is also required for Checklist Items #a through #f.

Note, in the case of a plan applying for priority consideration, the plan's application must also be submitted to the Treasury Department. If that requirement applies to an application, PBGC will transmit the application to the Treasury Department on behalf of the plan. See IRS Notice [NOTICE] for further information.

All information and documentation, unless covered by the Privacy Act, that is included in an SFA application may be posted on PBGC's website at www.pbgc.gov or otherwise publicly disclosed, without additional notification. Except to the extent required by the Privacy Act, PBGC provides no assurance of confidentiality in any information included in an SFA application.

Version Updates (newest version at top)

Version Date updated

v07272023p	07/27/2023	Updated checklist to include new Template 10 requirement and reflect changes to eligibility and death audit instructions
v20221129p	11/29/2022	Updated checklist item 11. for new death audit requirements
v20220802p	08/02/2022	Fixed some of the shading in the checklist
v20220706p	07/06/2022	

Application to PBGC for Approval of Special Financial Assistance (SFA)

APPLICATION CHECKLIST

Plan name: Laborers Local No. 265 Pension Plan

Laborers Local No. 265 Pension Plan

Laborers Local No. 265 Pension Plan

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

SFA Amount Requested: \$55,618,248.00

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain word," as a Adduction of the SFA Filips Instruction will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #10 or through #40 by If the second of the SFA Filips Instruction will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain word," and the second of the SFA Filips Instruction will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain word," and the second of th

31-6127282

EIN:

PN:

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	<b>Plan Comments</b>	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
nation, Checklist, and Cer	rtifications							
	Is this application a revised application submitted after the denial of a previously filed application for SFA?	Yes No	No	N/A	N/A		N/A	N/A
	Is this application a revised application submitted after a plan has withdrawn its application for SFA that was initially submitted under the interim final rule?	Yes No	No	N/A	N/A		N/A	N/A
	Is this application a revised application submitted after a plan has withdrawn its application for SFA that was submitted under the final rule?	Yes No	No	N/A	N/A		N/A	N/A
	Did the plan previously file a lock-in application?	Yes No	Yes	N/A	N/A	A "lock-in" application was filed on March 31, 2023.	N/A	N/A
	Has this plan been terminated?	Yes No	No	N/A	N/A		N/A	N/A
	Is this plan a MPRA plan as defined under § 4262.4(a)(3) of PBGC's SFA regulation?	Yes No	No	N/A	N/A		N/A	N/A
Section B, Item (1)a.	Does the application include the most recent plan document or restatement of the plan document and all amendments adopted since the last restatement (if any)?	Yes No	Yes	2022PlanDocandAmendsLab265	N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A
Section B, Item (1)b.	Does the application include the most recent trust agreement or restatement of the trust agreement, and all amendments adopted since the last restatement (if any)?	Yes No	Yes	TrustDocLab265	N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A
Section B, Item (1)c.	Does the application include the most recent IRS determination letter?  Enter N/A if the plan does not have a determination letter.	Yes No N/A	Yes	2015IRSLetterLab265	N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A
Section B, Item (2)	Does the application include the actuarial valuation report for the 2018 plan year and each subsequent actuarial valuation report completed before the filing date of the initial application?	Yes No N/A	Yes	2018AVR Lab 265; 2019AVR Lab 265; 2020AVR Lab 265;	N/A	4 reports are provided.	Most recent actuarial valuation for the plan	YYYYAVR Plan Name
	Enter N/A if no actuarial valuation report was prepared because it was not required for any requested year.			2021AVR Lab 265				
	Is each report provided as a separate document using the required filename convention?							
	Does the application include the most recent rehabilitation plan (or funding improvement plan, if applicable), including all subsequent amendments and updates, and the percentage of total contributions received under each schedule of the rehabilitation plan or funding improvement plan for the most recent plan year available?	Yes No	Yes	2010Lab265RehabPlan; 2014Lab265RehabPlan; 2017Lab265RehabPlan;	N/A		Rehabilitation plan (or funding improvement plan, if applicable)	N/A
	Section B, Item (1)a.  Section B, Item (1)b.  Section B, Item (1)c.	Is this application a revised application submitted after a plan has withdrawn its application for SFA that was initially submitted under the interim final rule?  Is this application a revised application submitted after a plan has withdrawn its application for SFA that was submitted under the final rule?  Did the plan previously file a lock-in application?  Has this plan been terminated?  Is this plan a MPRA plan as defined under § 4262.4(a)(3) of PBGC's SFA regulation?  Section B, Item (1)a. Does the application include the most recent plan document or restatement of the plan document and all amendments adopted since the last restatement (if any)?  Section B, Item (1)b. Does the application include the most recent trust agreement or restatement of the trust agreement, and all amendments adopted since the last restatement (if any)?  Section B, Item (1)c. Does the application include the most recent IRS determination letter?  Enter N/A if the plan does not have a determination letter.  Section B, Item (2) Does the application include the actuarial valuation report for the 2018 plan year and each subsequent actuarial valuation report completed before the filing date of the initial application?  Enter N/A if no actuarial valuation report was prepared because it was not required for any requested year.  Is each report provided as a separate document using the required filename convention?  Does the application include the most recent rehabilitation plan (or funding improvement plan, if applicable), including all subsequent amendments and updates, and the percentage of total contributions received under each schedule of the rehabilitation plan or funding improvement plan contributions received under each schedule of the rehabilitation plan or funding improvement plan	Is this application a revised application submitted after the denial of a previously filed application for SFA?  Is this application a revised application submitted after a plan has withdrawn its application for SFA that was initially submitted under the interim final rule?  Is this application a revised application submitted after a plan has withdrawn its application for SFA that was submitted under the final rule?  Is this application a revised application submitted after a plan has withdrawn its application for SFA that was submitted under the final rule?  Did the plan previously file a lock-in application?  Yes No  Has this plan been terminated?  Is this plan a MPRA plan as defined under § 4262.4(a)(3) of PBGC's SFA regulation?  Yes No  Section B, Item (1)a.  Does the application include the most recent plan document or restatement of the plan document and all amendments adopted since the last restatement (if any)?  Section B, Item (1)b.  Does the application include the most recent trust agreement or restatement of the trust agreement, and all amendments adopted since the last restatement (if any)?  Section B, Item (1)c.  Does the application include the most recent IRS determination letter?  Yes No  Enter N/A if the plan does not have a determination letter?  Yes No  Enter N/A if no actuarial valuation report for the 2018 plan year and each subsequent actuarial valuation report completed before the filing date of the initial application?  No  Enter N/A if no actuarial valuation report was prepared because it was not required for any requested year.  Is each report provided as a separate document using the required filename convention?  Does the application include the most recent rehabilitation plan (or funding improvement plan, if applicable), including all subsequent amendments and updates, and the percentage of total or application include the most recent rehabilitation plan or funding improvement plan or the provement plan is applicable.	Is this application a revised application submitted after the denial of a previously filed application for SFA?  Is this application a revised application submitted after a plan has withdrawn its application for SFA ho No that was initially submitted under the interim final rule?  Is this application a revised application submitted after a plan has withdrawn its application for SFA ho No that was submitted under the final rule?  Did the plan previously file a lock-in application?  Wes No No No Has this plan been terminated?  Is this plan been terminated?  Wes No	Is this application a revised application submitted after the denial of a previously filed application for SFA No No N/A  Is this application a revised application submitted after a plan has withdrawn its application for SFA that was initially submitted under the interim final rule?  Is this application a revised application submitted after a plan has withdrawn its application for SFA No No N/A  Is this application a revised application submitted under the final rule?  Did the plan previously file a lock-in application?  Did the plan previously file a lock-in application?  Wes No N/A  Has this plan been terminated?  Yes No No N/A  Is this plan a MPRA plan as defined under § 4262.4(a(3) of PBGC's SFA regulation?  Section B, Item (1)a.  Does the application include the most recent plan document or restatement of the plan document and all amendments adopted since the last restatement (if any)?  Section B, Item (1)b.  Does the application include the most recent trust agreement or restatement of the trust agreement, and all amendments adopted since the last restatement (if any)?  Section B, Item (2)  Does the application include the most recent IRS determination letter?  Yes No No N/A  Section B, Item (2)  Does the application include the most recent IRS determination letter?  Section B, Item (2)  Does the application include the most recent IRS determination letter?  Section B, Item (3)  Does the application include the actuarial valuation report for the 2018 plan year and each subsequent actuarial valuation report completed before the filing date of the initial application?  No N/A  Does the application include the most recent rehabilitation plan (or funding improvement plan, if applicable), including all subsequent amendments and updates, and the percentage of total percentage of total contributions received under each schedule of the rehabilitation plan or funding improvement plan (2011-lab265RehabPlan; 2011-lab265RehabPlan; 2011-lab265RehabPlan; 2011-lab265RehabPlan; 2011-lab265RehabPlan; 2011-lab265RehabPlan;	Is this application a revised application submitted after the denial of a previously filed application for SFA?  Is this application a revised application submitted after a plan has withdrawn its application for SFA that was initially submitted under the interim final rule?  Is this application a revised application submitted after a plan has withdrawn its application for SFA No No N/A N/A N/A that was initially submitted under the interim final rule?  Is this application a revised application submitted after a plan has withdrawn its application for SFA No No N/A	Is this application a revised application submitted after the denial of a previously filed application for SFA No	Subserprefaction a revised application and material after the clearled of a previously filed application for SFA No No N/A

Application to PBGC for Approval of Special Financial Assistance (SFA)

APPLICATION CHECKLIST	
Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001
	_

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

------Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instruction Reference	s	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
5.b.	Section B, Item (3)	If the most recent rehabilitation plan does not include historical documentation of rehabilitation plan changes (if any) that occurred in calendar year 2020 and later, does the application include an additional document with these details?  Enter N/A if the historical document is contained in the rehabilitation plans.	Yes No N/A	N/A		N/A	The historical document is contained in the rehabilitation plan.	Rehabilitation plan (or funding improvement plan, if applicable)	N/A
6.	Section B, Item (4)	Does the application include the plan's most recently filed (as of the filing date of the initial application) Form 5500 (Annual Return/Report of Employee Benefit Plan) and all schedules and attachments (including the audited financial statement)?  Is the 5500 filing provided as a single document using the required filename convention?	Yes No	Yes	2020Form5500 Lab 265	N/A		Latest annual return/report of employee benefit plan (Form 5500)	YYYYForm5500 Plan Name
7.a.		Does the application include the plan actuary's certification of plan status ("zone certification") for the 2018 plan year and each subsequent annual certification completed before the filing date of the initial application?  Enter N/A if the plan does not have to provide certifications for any requested plan year.  Is each zone certification (including the additional information identified in Checklist Items #7.b. and #7.c. below, if applicable) provided as a single document, separately for each plan year, using the required filename convention?	Yes No N/A	Yes	2018Zone20190128 Lab 265; 2019Zone20200127 Lab 265; 2020Zone20210129 Lab 265; 2021Zone20210129 Lab 265; 2021Zone20220128 Lab 265; 2022Zone20230127 Lab 265	N/A	5 zone certifications are provided.	Zone certification	YYYYZoneYYYYMMDD Plan Name, where the first "YYYY" is the applicable plan year, and "YYYYMMDD" is the date the certification was prepared.
7.b.	Section B, Item (5)	Does the application include documentation for all zone certifications that clearly identifies all assumptions used including the interest rate used for funding standard account purposes?  If such information is provided in an addendum, addendums are only required for the most recent actuarial certification of plan status completed before January 1, 2021 and each subsequent annual certification.  Is this information included in the single document in Checklist Item #7.a. for the applicable plan year?	Yes No N/A	Yes	N/A - include as part of documents in Checklist Item #7.a.	N/A		N/A - include as part of documents in Checklist Item #7.a.	N/A - included in a single document for each plan year - See Checklist Item #7.a.
7.c.		For a certification of critical and declining status, does the application include the required plan-year-by-plan-year projection (showing the items identified in Section B, Item (5)a. through (5)f. of the SFA Instructions) demonstrating the plan year that the plan is projected to become insolvent? If required, is this information included in the single document in Checklist Item #7.a. for the applicable plan year? Enter N/A if the plan entered N/A for Checklist Item #7.a. or if the application does not include a certification of critical and declining status.	Yes No N/A	Yes	N/A - include as part of documents in Checklist Item #7.a.	N/A		N/A - include as part of documents in Checklist Item #7.a.	N/A - included in a single document for each plan year - See Checklist Item #7.a.

Application to PBGC for Approval of Special Financial Assistance (SFA)

APPLICATION CHECKLIST

III LICITION CHECKED	
Plan name:   Laborers Local No. 265 Pension Plan	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instruction Reference	s	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
8.	Section B, Item (6)	Does the application include the most recent account statements for each of the plan's cash and investment accounts?  Insolvent plans may enter N/A, and identify in the Plan Comments that this information was previously submitted to PBGC and the date submitted.	Yes No N/A	Yes	Account Statements Lab 265	N/A		Bank/Asset statements for all cash and investment accounts	N/A
9.	Section B, Item (7)	Does the application include the most recent plan financial statement (audited, or unaudited if audited is not available)?  Insolvent plans may enter N/A, and identify in the Plan Comments that this information was previously submitted to PBGC and the date submitted.	Yes No N/A	Yes	Financials Lab 265	N/A		Plan's most recent financial statement (audited, or unaudited if audited not available)	N/A
10.	Section B, Item (8)	Does the application include all of the plan's written policies and procedures governing the plan's determination, assessment, collection, settlement, and payment of withdrawal liability?  Are all such items included as a single document using the required filenaming convention?	Yes No N/A	Yes	WDLLab265	N/A		Pension plan documents, all versions available, and all amendments signed and dated	WDL Plan Name
11.a.	Section B, Item (9)a.	Does the application include documentation of a death audit to identify deceased participants that was completed on the census data used for SFA purposes, including identification of the service provider conducting the audit, date performed, the participant counts (provided separately for current retirees and beneficiaries, current terminated vested participants not yet in pay status, and current active participants) run through the death audit, and a copy of the results of the audit provided to the plan administrator by the service provider?  If applicable, has personally identifiable information in this report been redacted prior to submission to PBGC?  Is this information included as a single document using the required filenaming convention?	Yes No	Yes	Death Audit Lab 265	N/A		Pension plan documents, all versions available, and all amendments signed and dated	Death Audit Plan Name
11.b.		If any known deaths occurred before the date of the census data used for SFA purposes, is a statement certifying these deaths were reflected for SFA calculation purposes provided?	Yes No N/A	Yes	N/A - include as part of documents in Checklist Item #11.a.	N/A		N/A	N/A - include as part of documents in Checklist Item #11.a.

Application to PBGC for Approval of Special Financial Assistance (SFA)		v20230727
APPLICATION CHECKLIST	D. NOT we ship Application Checklist for a supplemental application. Leaded on Application Checklist. Complemental	

Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan yearPlan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
11.c.	Section B, Item (9)b.	Does the application include full census data (Social Security Number and name) of all terminated vested participants that were included in the SFA projections?  Is this information provided in Excel, or in an Excel-compatible format?	Yes No N/A	N/A		N/A	The full census was submitted to the PBGC for review on November 2, 2023.	Submit the data file and the date of the census data through PBGC's secure file transfer system, Leapfile. Go to http://pbgc.leapfile.com, click on "Secure Upload" and then enter sfa@pbgc.gov as the recipient email address and upload the file(s) for secure transmission	Include as the subject "Submission of Terminated Vested Census Data for (Plan Name)," and as the memo "(Plan Name) terminated vested census data dated (date of census data) through Leapfile for independent audit by PBGC."
12.	Section B, Item (10)	Does the application include information required to enable the plan to receive electronic transfer of funds if the SFA application is approved, including (if applicable) a notarized payment form? See SFA Instructions, Section B, Item (10).	Yes No	Yes	ACH Form Lab 265	N/A		Other	N/A
13.	Section C, Item (1)	Does the application include the plan's projection of expected benefit payments that should have been attached to the Form 5500 Schedule MB in response to line 8b(1) on the Form 5500 Schedule MB for plan years 2018 through the last year the Form 5500 was filed by the filing date of the initial application?  Enter N/A if the plan is not required to respond Yes to line 8b(1) on the Form 5500 Schedule MB. See Template 1.  Does the uploaded file use the required filenaming convention?	Yes No N/A	Yes	Template 1 Lab 265	N/A		Financial assistance spreadsheet (template)	Template I Plan Name
14.		If the plan was required to enter 10,000 or more participants on line 6f of the most recently filed Form 5500 (by the filing date of the initial application), does the application include a current listing of the 15 largest contributing employers (the employers with the largest contribution amounts) and the amount of contributions paid by each employer during the most recently completed plan year before the filing date of the initial application (without regard to whether a contribution was made on account of a year other than the most recently completed plan year)? If this information is required, it is required for the 15 largest contributing employers even if the employer's contribution is less than 5% of total contributions.  Enter N/A if the plan is not required to provide this information. See Template 2.  Does the uploaded file use the required filenaming convention?	Yes No N/A	N/A		N/A	The plan is not required to provide this information.	Contributing employers	Template 2 Plan Name

Application to PBGC for Approval of Special Financial Assistance (SFA)

APPLICATION CHECKLIST

ii i Elentiton checkeloi	
lan name:	Laborers Local No. 265 Pension Plan
CIN:	31-6127282
'N:	001

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
15.	Section C, Item (3)  Does the application include historical plan information for the 2010 plan year through the plan year immediately preceding the date the plan's initial application was filed that separately identifies: total contributions, total contribution base units (including identification of the unit used), average contribution rates, and number of active participants at the beginning of each plan year? For the san period, does the application show all other sources of non-investment income such as withdrawal liability payments collected, reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if applicable), and other identifiable sources of contributions? See Template 3.  Does the uploaded file use the required filenaming convention?	l No	Yes	Template 3 Lab 265	N/A		Historical Plan Financial Information (CBUs, contribution rates, contribution amounts, withdrawal liability payments)	Template 3 Plan Name
16.a.	Section C, Items (4)a.,  (4)e., and (4)f.  Does the application include the information used to determine the amount of SFA for the plan usin the basic method described in § 4262.4(a)(1) based on a deterministic projection and using the actuarial assumptions as described in § 4262.4(e)?  See Template 4A, 4.4-4 SFA Details .4(a)(1) sheet and Section C, Item (4) of the SFA Filing Instructions for more details on these requirements.  Does the uploaded file use the required filenaming convention?	g Yes No	Yes	Template 4A Lab 265	N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 4A Plan Name
16.b.i.	Addendum D Section C, Item (4)a MPRA plan information A.  If the plan is a MPRA plan, does the application also include the information used to determine the amount of SFA for the plan using the increasing assets method described in § 4262.4(a)(2)(i) based on a deterministic projection and using the actuarial assumptions as described in § 4262.4(e)? See Template 4A, 4A-5 SFA Details .4(a)(2)(i) sheet and Addendum D for more details on these requirements.  Enter N/A if the plan is not a MPRA Plan.	Yes No N/A	N/A	N/A - included as part of Template 4A Plan Name	N/A	The plan is not a MPRA plan.	N/A	N/A - included in Template 4A Plan Name
16.b.ii.	Addendum D Section C, Item (4)f MPRA plan information A.  If the plan is a MPRA plan for which the requested amount of SFA is determined using the increasing assets method described in § 4262.4(a)(2)(i), does the application also explicitly identify the projected SFA exhaustion year based on the increasing assets method? See Template 4A, 4A-5 SFA Details .4(a)(2)(i) sheet and Addendum D.  Enter N/A if the plan is not a MPRA Plan or if the requested amount of SFA is determined using the increasing assets method? See Template 4A, 4A-5 SFA Details .4(a)(2)(i) sheet and Addendum D.  Enter N/A if the plan is not a MPRA Plan or if the requested amount of SFA is determined based on the present value method.	Yes No N/A	N/A	N/A - included as part of Template 4A Plan Name	N/A	The plan is not a MPRA plan.	N/A	N/A - included in Template 4A Plan Name

v20230727

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

Application to PBGC for Approval of	Special Financial Assistance (SFA)
APPLICATION CHECKLIST	

\$55,618,248.00

SFA Amount Requested:

Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
16.b.iii.	B Addendum D	If the plan is a MPRA plan for which the requested amount of SFA is determined using the <a href="mailto:present_value_method">present_value_method</a> described in § 4262.4(a)(2)(ii), does the application also include the information for such plans as shown in Template 4B, including 4B-1 SFA Ben Pmts sheet, 4B-2 SFA Details 4(a)(2)(ii) sheet, and 4B-3 SFA Exhaustion sheet? See Addendum D and Template 4B.  Enter N/A if the plan is not a MPRA Plan or if the requested amount of SFA is determined based on the increasing assets method.	Yes No N/A	N/A		N/A	The plan is not a MPRA plan.	N/A	Template 4B Plan Name
16.c.	Section C, Items (4)b. and (4)c.	Does the application include identification of the non-SFA interest rate and the SFA interest rate, including details on how each was determined? See Template 4A, 4A-1 Interest Rates sheet.	Yes No	Yes	N/A - included as part of Template 4A Plan Name	N/A		N/A	N/A - included in Template 4A Plan Name
16.d.	Section C, Item (4).e.ii.	For each year in the SFA coverage period, does the application include the projected benefit payments (excluding make-up payments, if applicable), separately for current retirees and beneficiaries, current terminated vested participants not yet in pay status, current active participants, and new entrants? See Template 4A, 4A-2 SFA Ben Pmts sheet.	Yes No	Yes	N/A - included as part of Template 4A Plan Name	N/A		N/A	N/A - included in Template 4A Plan Name
16.e.	Section C, Item (4)e.iv. and (4)e.v.	For each year in the SFA coverage period, does the application include a breakdown of the administrative expenses between PBGC premiums and all other administrative expenses? Does the application include the projected total number of participants at the beginning of each plan year in the SFA coverage period? See Template 4A, 4A-3 SFA Pcount and Admin Exp sheet.	Yes No	Yes	N/A - included as part of Template 4A Plan Name	N/A		N/A	N/A - included in Template 4A Plan Name
17.a.	Section C, Item (5)	For a plan that is not a MPRA plan, does the application include a separate deterministic projection ("Baseline") in the same format as Checklist Items #16.a., #16.d., and #16.e. that shows the amount of SFA that would be determined using the <a href="basic method">basic method</a> if the assumptions/methods used are the same as those used in the most recent actuarial certification of plan status completed before January 1, 2021 ("pre-2021 certification of plan status") excluding the plan's non-SFA interest rate and SFA interest rate, which should be the same as in Checklist Item #16.a.? See Section C, Item (5) of the SFA Filing Instructions for other potential exclusions from this requirement.  If (a) the plan is a MPRA plan, or if (b) this item is not required for a plan that is not a MPRA plan, enter N/A. If entering N/A due to (b), add information in the Plan Comments to explain why this item is not required.  Does the uploaded file use the required filenaming convention?	Yes No N/A	Yes	Template 5A Lab 265	N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 5A Plan Name

Application to PBGC for Approval of Special Financial Assistance (SFA) v20230727 APPLICATION CHECKLIST

Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----YYYY = plan year

Unless otherwise specified: Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
17.b.	Section C, Item (5)  me for det use 20 wh Fil  If to oth	or a MPRA plan for which the requested amount of SFA is determined using the <u>increasing assets</u> tethod, does the application include a separate deterministic projection ("Baseline") in the same ormat as Checklist Items #16.b.i., #16.d., and #16.e. that shows the amount of SFA that would be etermined using the <u>increasing assets method</u> if the assumptions/methods used are the same as those sed in the most recent actuarial certification of plan status completed before January 1, 2021 ("pre-2021 certification of plan status") excluding the plan's non-SFA interest rate and SFA interest rate, hich should be the same as used in Checklist Item #16.b.i.? See Section C, Item (5) of the SFA illing Instructions for other potential exclusions from this requirement. Also see Addendum D. If the plan is (a) not a MPRA plan, (b) a MPRA plan using the present value method, or (c) is therwise not required to provide this item, enter N/A. If entering N/A due to (c), add information in the Plan Comments to explain why this item is not required.	Yes No N/A	N/A		N/A	The plan is not a MPRA plan.	Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 5A Plan Name
17.c.	Section C, Item (5)  me for pre act pla lite frc  If 1 oth	or a MPRA plan for which the requested amount of SFA is determined using the present value tethod, does the application include a separate deterministic projection ("Baseline") in the same ormat as Checklist Item #16.b.iii. that shows the amount of SFA that would be determined using the resent value method if the assumptions used/methods are the same as those used in the most recent extuarial certification of plan status completed before January 1, 2021 ("pre-2021 certification of lan status") excluding the plan's SFA interest rate which should be the same as used in Checklist em #16.b.iii. See Section C, Item (5) of the SFA Filing Instructions for other potential exclusions om this requirement. Also see Addendum D.  The plan is (a) not a MPRA plan, (b) a MPRA plan using the increasing assets method, or (c) is therwise not required to provide this item, enter N/A. If entering N/A due to (e), add information in the Plan Comments to explain why this item is not required.  The plan is a comment to explain why this item is not required.	Yes No N/A	N/A		N/A	The plan is not a MPRA plan.	Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 5B Plan Name

Application to PBGC for Approval of Special Financial Assistance (SFA)	v20230727
APPLICATION CHECKLIST	

Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001
	_

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
18.a.	Section C, Item (6)	For a plan that is not a MPRA plan, does the application include a reconciliation of the change in the total amount of requested SFA due to each change in assumption/method from the Baseline to the requested SFA amount? Does the application include a deterministic projection and other information for each assumption/method change, in the same format as Checklist Item #16.a? Enter N/A if the plan is not required to provide Baseline information in Checklist Item #17.a. Enter N/A if the requested SFA amount in Checklist Item #16.a. is the same as the amount shown in the Baseline details of Checklist Item #17.a. See Section C, Item (6) of the SFA Filing Instructions for other potential exclusions from this requirement.  If the plan is a MPRA plan, enter N/A. If the plan is otherwise not required to provide this item, enter N/A and provide an explanation in the Plan Comments.  Does the uploaded file use the required filenaming convention?	Yes No N/A	Yes	Template 6A Lab 265	N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 6A Plan Name
18.b.	Addendum D Section C, Item (6)	For a MPRA plan for which the requested amount of SFA is based on the increasing assets method, does the application include a reconciliation of the change in the total amount of requested SFA using the increasing assets method due to each change in assumption/method from the Baseline to the requested SFA amount? Does the application include a deterministic projection and other information for each assumption/method change, in the same format as Checklist Item #16.b.i.?  Enter N/A if the plan is not required to provide Baseline information in Checklist Item #17.b. Enter N/A if the requested SFA amount in Checklist Item #16.b.i. is the same as the amount shown in the Baseline details of Checklist Item #17.b. See Addendum D. See Section C, Item (6) of the SFA Filing Instructions for other potential exclusions from this requirement, and enter N/A if this item is not otherwise required.  If the plan is (a) not a MPRA plan, (b) a MPRA plan using the present value method, or (c) is otherwise not required to provide this item, enter N/A. If entering N/A due to (c), add information in the Plan Comments to explain why this item is not required.  Does the uploaded file use the required filenaming convention?	Yes No N/A	N/A		N/A	The plan is not a MPRA plan.	Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 6A Plan Name

Application to PBGC for Approval of Special Financial Assistance (SFA)	v20230727
APPLICATION CHECKLIST	

Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
18.c.	Addendum D Section C, Item (6)	For a MPRA plan for which the requested amount of SFA is based on the present value method, does the application include a reconciliation of the change in the total amount of requested SFA using the present value method due to each change in assumption/method from Baseline to the requested SFA amount? Does the application include a deterministic projection and other information for each assumption/method change, in the same format as Checklist Item #16.b.iii.?  See Section C, Item (6) of the SFA Filing Instructions for other potential exclusions from this requirement. Also see Addendum D.  If the plan is (a) not a MPRA plan, (b) a MPRA plan using the increasing assets method, or (c) is otherwise not required to provide this item, enter N/A. If entering N/A due to (c), add information in the Plan Comments to explain why this item is not required.  Has this document been uploaded using the required filenaming convention?	Yes No N/A	N/A		N/A	The plan is not a MPRA plan.	Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 6B Plan Name
19.a.	Section C, Item (7)a.	For plans eligible for SFA under § 4262.3(a)(1) or § 4262.3(a)(3), does the application include a table identifying which assumptions/methods used in determining the plan's eligibility for SFA differ from those used in the pre-2021 certification of plan status, and does that table include brief explanations as to why using those assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable (an abbreviated version of information provided in Checklist Item #28.a.)?  Enter N/A if the plan is eligible for SFA under § 4262.3(a)(2) or § 4262.3(a)(4) or if the plan is eligible based on a certification of plan status completed before 1/1/2021. Also enter N/A if the plan is eligible based on a certification of plan status completed after 12/31/2020 but that reflects the same assumptions as those in the pre-2021 certification of plan status. See Template 7, 7a Assump Changes for Elig sheet.  Does the uploaded file include both Checklist Items #19.a. and #19.b., and does it use the required filenaming convention?	Yes No N/A	N/A		N/A	The plan is eligible based on a certification of plan status completed before 1/1/2021.	Financial assistance spreadsheet (template)	Template 7 Plan Name.

Application to PBGC for Approval of Special Financial Assistance (SFA)

APPLICATION CHECKLIST

ALL LICATION CHECKLIST	
Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
19.b.	Section C, Item (7)b.  Does the application include a table identifying which assumptions/methods used to determine the requested SFA differ from those used in the pre-2021 certification of plan status (except the interes rates used to determine SFA)? Does this item include brief explanations as to why using those original assumptions/methods is no longer reasonable and why the changed assumptions/methods a reasonable? If a changed assumption is an extension of the CBU assumption or the administrative expenses assumption as described in Paragraph A "Adoption of assumptions not previously factore into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's SFA assumptions guidance, does the application state so? This should be an abbreviated version of information provided in Checklist Item #28.b. See Template 7, 7b Assump Changes for Amount sheet.  Does the uploaded file include both Checklist Items #19.a. and #19.b., and does it use the required filenaming convention?		Yes	Template 7 Lab 265	N/A		Financial assistance spreadsheet (template)	Template 7 Plan Name
20.a.	Does the application include details of the projected contributions and withdrawal liability payment used to calculate the requested SFA amount, including total contributions, contribution base units (including identification of base unit used), average contribution rate(s), reciprocity contributions (i applicable), additional contributions from the rehabilitation plan (if applicable), and any other identifiable contribution streams? See Template 8.	No	Yes	Template 8 Lab 265	N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 8 Plan Name
20.b.	Section C, Item (8)  Does the application separately show the amounts of projected withdrawal liability payments for employers that are currently withdrawn as of the date the initial application is filed, and assumed future withdrawals? Does the application also provide the projected number of active participants a the beginning of each plan year? See Template 8.	Yes No	Yes	N/A - include as part of Checklist Item #20.a.	N/A		N/A	N/A - included in Template 8 Plan Name
21.	Does the application provide a table identifying and describing all assumptions and methods used in i) the pre-2021 certification of plan status, ii) the "Baseline" projection in Section C Item (5), and ii the determination of the amount of SFA in Section C Item (4)?  Does the table state if each changed assumption falls under Section III, Acceptable Assumption Changes, or Section IV, Generally Accepted Assumption Changes, in PBGC's SFA assumptions guidance, or if it should be considered an "Other Change"?  Does the uploaded file use the required filenaming convention?		Yes	Template 10 Lab 265	N/A		Financial assistance spreadsheet (template)	Template 10 Plan Name

v20230727

Application to PBGC for Approval of Special Financial Assistance (SFA)

\$55,618,248.00

APPLICATION	CHECKLIST
D1	

SFA Amount Requested:

Laborers Local No. 265 Pension Plan Plan name: EIN: 31-6127282 PN:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan yearPlan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
22.	Section D	Was the application signed and dated by an authorized trustee who is a current member of the board of trustees or another authorized representative of the plan sponsor and include the printed name and title of the signer?	Yes No	Yes	SFAAppLab265	1	SFAAppLab265	Financial Assistance Application	SFA App Plan Name
23.a.		For a plan that is not a MPRA plan, does the application include an optional cover letter?  Enter N/A if the plan is a MPRA plan, or if the plan is not a MPRA plan and did not include an optional cover letter.	Yes N/A	N/A	N/A - included as part of SFA App Plan Name		No optional cover letter is provided.	N/A	N/A - included as part of SFA App Plan Name
23.b.	Section D, Item (1)	For a plan that is a MPRA plan, does the application include a cover letter? Does the cover letter identify the calculation method (basic method, increasing assets method, or present value method) that provides the greatest amount of SFA? For a MPRA plan with a partition, does the cover letter include a statement that the plan has been partitioned under section 4233 of ERISA?  Enter N/A if the plan is not a MPRA plan.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name		The plan is not a MPRA plan.	N/A	N/A - included as part of SFA App Plan Name
24.	Section D, Item (2)	Does the application include the name, address, email, and telephone number of the plan sponsor, plan sponsor's authorized representative, and any other authorized representatives?	Yes No	Yes	N/A - included as part of SFA App Plan Name	2-3		N/A	N/A - included as part of SFA App Plan Name
25.	Section D, Item (3)	Does the application identify the eligibility criteria in § 4262.3 that qualifies the plan as eligible to receive SFA, and include the requested information for each item that is applicable, as described in Section D, Item (3) of the SFA Filing Instructions?	Yes No	Yes	N/A - included as part of SFA App Plan Name	4	The plan is eligible under 4262.3(a)(1) because it was certified to be critical and declining for the plan year beginning in 2020.	N/A	N/A - included as part of SFA App Plan Name
26.a.		If the plan's application is submitted on or before March 11, 2023, does the application identify the plan's priority group (see § 4262.10(d)(2))?  Enter N/A if the plan's application is submitted after March 11, 2023.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name		The plans's application is submitted after March 11, 2023.	N/A	N/A - included as part of SFA App Plan Name
26.b.	Section D, Item (4)	If the plan is submitting an emergency application under § 4262.10(f), is the application identified as an emergency application with the applicable emergency criteria identified?  Enter N/A if the plan is not submitting an emergency application.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name		The plan is not submitting an emergency application.	N/A	N/A - included as part of SFA App Plan Name
27.	Section D, Item (5)	Does the application include a detailed narrative description of the development of the assumed future contributions and assumed future withdrawal liability payments used in the basic method (and in the increasing assets method for a MPRA plan)?	Yes No	Yes	N/A - included as part of SFA App Plan Name	5		N/A	N/A - included as part of SFA App Plan Name

Application to PBGC for Approval of Special Financial Assistance (SFA)		v20230727
APPLICATION CHECKLIST	D NOT ALL THE CHARLES AND A REST AND A REST OF A REST.	

Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
28.a.	whi used assi ratid and Ent	r plans eligible for SFA under § 4262.3(a)(1) or § 4262.3(a)(3), does the application identify ich assumptions/methods (if any) used in showing the plan's eligibility for SFA differ from those ed in the most recent certification of plan status completed before 1/1/2021? If there are any sumption/method changes, does the application include detailed explanations and supporting ionale and information as to why using the identified assumptions/methods is no longer reasonable d why the changed assumptions/methods are reasonable?  ter N/A if the plan is not eligible under § 4262.3(a)(1) or § 4262.3(a)(3). Enter N/A if there are no ch assumption changes.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name		There are no such assumption changes.	N/A	N/A - included as part of SFA App Plan Name
28.b.	SFA 1/1/ inte the usir assu exte Par	ses the application identify which assumptions/methods (if any) used to determine the requested A amount differ from those used in the most recent certification of plan status completed before /2021 (excluding the plan's non-SFA and SFA interest rates, which must be the same as the erest rates required by § 4262.4(e)(1) and (2))? If there are any assumption/method changes, does application include detailed explanations and supporting rationale and information as to why ing the identified original assumptions/methods is no longer reasonable and why the changed sumptions/methods are reasonable? Does the application state if the changed assumption is an tension of the CBU assumption or the administrative expenses assumption as described in ragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan tus" of Section III, Acceptable Assumption Changes of PBGC's SFA Assumptions?	Yes No	Yes	N/A - included as part of SFA App Plan Name	6-13		N/A	N/A - included as part of SFA App Plan Name
28.c.	stan used infe met dete Ent	the mortality assumption uses a plan-specific mortality table or a plan-specific adjustment to a ndard mortality table (regardless of if the mortality assumption is changed or unchanged from that ad in the most recent certification of plan status completed before 1/1/2021), is supporting formation provided that documents the methodology used and the rationale for selection of the ethodology used to develop the plan-specific rates, as well as detailed information showing the termination of plan credibility and plan experience?  The termination of plan credibility assumption does not use a plan-specific mortality table or a plan-specific sustment to a standard mortality table for eligibility or for determining the SFA amount.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name		Plan-specific mortality is not used.	N/A	N/A - included as part of SFA App Plan Name

Application to PBGC for Approval of Special Financial Assistance (SFA)

APPLICATION CHECKLIST

AFFLICATION CHECKLIST	
Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
29.a.	Section D, Item (7)	Does the application include, for an eligible plan that implemented a suspension of benefits under section 305(e)(9) or section 4245(a) of ERISA, a narrative description of how the plan will reinstate the benefits that were previously suspended and a proposed schedule of payments (equal to the amount of benefits previously suspended) to participants and beneficiaries?  Enter N/A for a plan that has not implemented a suspension of benefits.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name		The plan did not implement a suspension of benefits.	N/A	N/A - included as part of SFA App Plan Name
29.b.	Section D, Item (7)	If Yes was entered for Checklist Item #29.a., does the proposed schedule show the yearly aggregate amount and timing of such payments, and is it prepared assuming the effective date for reinstatement is the day after the SFA measurement date?  Enter N/A for a plan that entered N/A for Checklist Item #29.a.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name		The plan did not implement a suspension of benefits.	N/A	N/A - included as part of SFA App Plan Name
29.c.	Section D, Item (7)	If the plan restored benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date, does the proposed schedule reflect the amount and timing of payments of restored benefits and the effect of the restoration on the benefits remaining to be reinstated?  Enter N/A for a plan that did not restore benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date. Also enter N/A for a plan that entered N/A for Checklist Items #29.a. and #29.b.	Yes No N/A	N/A	N/A - included as part of SFA App Plan Name		The plan did not implement a suspension of benefits.	N/A	N/A - included as part of SFA App Plan Name
30.a.	Section E, Item (1)	Does the application include a fully completed Application Checklist, including the required information at the top of the Application Checklist (plan name, employer identification number (EIN), 3-digit plan number (PN), and SFA amount requested)?	Yes No	Yes	App Checklist Lab 265	N/A		Special Financial Assistance Checklist	App Checklist Plan Name
30.b.	Section E, Item (1) - Addendum A	If the plan is required to provide information required by Addendum A of the SFA Filing Instructions (for "certain events"), are the additional Checklist Items #40.a. through #49.b. completed?  Enter N/A if the plan is not required to submit the additional information described in Addendum A.	Yes No N/A	N/A	N/A	N/A	The plan is not required to submit the additional information described in Addendum A.	Special Financial Assistance Checklist	N/A

Application to PBGC for Approval of Special Financial Assistance (SFA)	v20230727
APPLICATION CHECKLIST	

m i Elemion ellecteloi		Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.
Plan name:	Laborers Local No. 265 Pension Plan	Do NOT use an Application Checkist for a supplemented application. Instead use Application Checkist - Supplemented.
EIN:	31-6127282	
PN:	001	Filers provide responses here for each Checklist Item:

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

SFA Amount Requested:

\$55,618,248.00

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
31.		If the plan claims SFA eligibility under § 4262.3(a)(1) of PBGC's SFA regulation based on a certification by the plan's enrolled actuary of plan status for SFA eligibility purposes completed on or after January 1, 2021, does the application include: (i) plan actuary's certification of plan status for SFA eligibility purposes for the specified year (and, if applicable, for each plan year after the plan year for which the pre-2021 zone certification was prepared and for the plan year immediately prior to the specified year)? (ii) for each certification in (i) above, does the application include all details and additional information described in Section B, Item (5) of the SFA Filing Instructions, including clear documentation of all assumptions, methods and census data used? (iii) for each certification in (i) above, does the application identify all assumptions and methods that are different from those used in the pre-2021 zone certification?  Does the certification by the plan's enrolled actuary include clear indication of all assumptions and methods used including source of and date of participant data, measurement date, and a statement that the actuary is qualified to render the actuarial opinion?  If the plan does not claim SFA eligibility under § 4262.3(a)(1) or claims SFA eligibility under § 4262.3(a)(1) using a zone certification completed before January 1, 2021, enter N/A.  Is the information for this Checklist Item #31 contained in a single document and uploaded using the required filenaming convention?	Yes No N/A	Yes	SFA Elig Cert CD Lab 265	N/A		Financial Assistance Application	SFA Elig Cert CD Plan Name

Application to PBGC for Approval of Special Financial Assistance (SFA)

APPLICATION CHECKLIST

HI LEICHTION CHECKEIST	
Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
32.a.	Section E, Item (3)  If the plan claims SFA eligibility under § 4262.3(a)(3) of PBGC's SFA regulation based on a certification by the plan's enrolled actuary of plan status for SFA eligibility purposes completed on or after January 1, 2021, does the application include:  (i) plan actuary's certification of plan status for SFA eligibility purposes for the specified year (and, if applicable, for each plan year after the plan year for which the pre-2021 zone certification was prepared and for the plan year immediately prior to the specified year?  (ii) for each certification in (i) above, does the application include all details and additional information described in Section B, Item (5) of the SFA Filing Instructions, including clear documentation of all assumptions, methods and census data used?  (iii) for each certification in (i) above, does the application identify all assumptions and methods that are different from those used in the pre-2021 zone certification?  Does the certification by the plan's enrolled actuary include clear indication of all assumptions and methods used including source of and date of participant data, measurement date, and a statement that the actuary is qualified to render the actuarial opinion?  If the plan does not claim SFA eligibility under § 4262.3(a)(3) or claims SFA eligibility under § 4262.3(a)(3) using a zone certification completed before January 1, 2021, enter N/A.  Is the information for Checklist Items #32.a. and #32.b. contained in a single document and uploaded using the required filenaming convention?		N/A		N/A	The plan does not claim SFA elgibility under section 4262.3(a)(3).	Financial Assistance Application	SFA Elig Cert C Plan Name
32.b.	Section E, Item (3)  If the plan claims SFA eligibility under § 4262.3(a)(3) of PBGC's SFA regulation, does the application include a certification from the plan's enrolled actuary that the plan qualifies for SFA based on the applicable certification of plan status for SFA eligibility purposes for the specified year, and by meeting the other requirements of § 4262.3(c) of PBGC's SFA regulation. Does the provided certification include:  (i) identification of the specified year for each component of eligibility (certification of plan status for SFA eligibility purposes, modified funding percentage, and participant ratio)  (ii) derivation of the modified funded percentage  (iii) derivation of the participant ratio  Does the certification identify what test(s) under section 305(b)(2) of ERISA is met for the specified year listed above?  Does the certification identify all assumptions and methods (including supporting rationale, and where applicable, reliance on the plan sponsor) used to develop the withdrawal liability receivable that is utilized in the calculation of the modified funded percentage?  Enter N/A if the plan does not claim SFA eligibility under §4262.3(a)(3).	Yes No N/A	N/A	N/A - included with SFA Elig Cert C Plan Name	N/A	The plan does not claim SFA elgibility under section 4262.3(a)(3).	Financial Assistance Application	N/A - included in SFA Elig Cert C Plan Name

Application to PBGC for Approval of Special Financial Assistance (SFA)	v20230727
APPLICATION CHECKLIST	

Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
33.	Section E, Item (4)  If the plan's application is submitted on or prior to March 11, 2023, does the application include a certification from the plan's enrolled actuary that the plan is eligible for priority status, with specific identification of the applicable priority group?  This item is not required (enter N/A) if the plan is insolvent, has implemented a MPRA suspension as of 3/11/2021, is in critical and declining status and had 350,000+ participants, or is listed on PBGC's website at <a href="https://www.pbgc.gov">www.pbgc.gov</a> as being in priority group 6. See § 4262.10(d).  Does the certification by the plan's enrolled actuary include clear indication of all assumptions and methods used including source of and date of participant data, measurement date, and a statement that the actuary is qualified to render the actuarial opinion?  Is the filename uploaded using the required filenaming convention?	N/A	N/A		N/A	The plan's application is submitted after March 11, 2023.	Financial Assistance Application	PG Cert Plan Name
34.a.	Does the application include the certification by the plan's enrolled actuary that the requested amount of SFA is the amount to which the plan is entitled under section 4262(j)(1) of ERISA and § 4262.4 of PBGC's SFA regulation? Does this certification include:  (i) plan actuary's certification that identifies the requested amount of SFA and certifies that this is amount to which the plan is entitled?  (ii) clear indication of all assumptions and methods used including source of and date of participar data, measurement date, and a statement that the actuary is qualified to render the actuarial opinion.  Is the information in Checklist #34.a. combined with #34.b. (if applicable) as a single document, a uploaded using the required filenaming convention?	No ne t	Yes	SFA Amount Cert Lab 265	N/A		Financial Assistance Application	SFA Amount Cert Plan Name

Application to PBGC for Approval of Special Financial Assistance (SFA)

APPLICATION CHECKLIST

HI LEICHTION CHECKEIST	
Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
34.b.	Section E, Item (5)	If the plan is a MPRA plan, does the certification by the plan's enrolled actuary identify the amount of SFA determined under the basic method described in § 4262.4(a)(1) and the amount determined under the increasing assets method in § 4262.4(a)(2)(i)?  If the amount of SFA determined under the "present value method" described in § 4262.4(a)(2)(ii) is not the greatest amount of SFA under § 4262.4(a)(2), does the certification state as such?  If the amount of SFA determined under the "present value method" described in § 4262.4(a)(2)(ii) is the greatest amount of SFA under § 4262.4(a)(2), does the certification identify that amount?  Enter N/A if the plan is not a MPRA plan.	Yes No N/A	N/A	N/A - included with SFA Amount Cert Plan Name	N/A	The plan is not a MPRA plan.	N/A - included in SFA Amount Cert Plan Name	N/A - included in SFA Amount Cert Plan Name
35.	Section E, Item (6)	Does the application include the plan sponsor's identification of the amount of fair market value of assets at the SFA measurement date and certification that this amount is accurate? Does the application also include:  (i) information that substantiates the asset value and how it was developed (e.g., trust or account statements, specific details of any adjustments)?  (ii) a reconciliation of the fair market value of assets from the date of the most recent audited plan financial statements to the SFA measurement date (showing beginning and ending fair market value of assets for this period as well as the following items for the period: contributions, withdrawal liability payments, benefits paid, administrative expenses, and investment income)?  With the exception of account statements and financial statements already provided as Checklist Items #8 and #9, is all information contained in a single document that is uploaded using the required filenaming convention?	Yes No	Yes	FMV Cert Lab 265	N/A		Financial Assistance Application	FMV Cert Plan Name
36.	Section E, Item (7)	Does the application include a copy of the executed plan amendment required by § 4262.6(e)(1) of PBGC's SFA regulation which (i) is signed by authorized trustee(s) of the plan and (ii) includes the plan compliance language in Section E, Item (7) of the SFA Filing Instructions?	Yes No	Yes	Compliance Amend Lab 265	N/A		Pension plan documents, all versions available, and all amendments signed and dated	Compliance Amend Plan Name

	v20230727

Application to PBGC for Approval o APPLICATION CHECKLIST	f Special Financial Assistance (SFA)					
Plan name: Laborers Local No. 265 Pension Plan						
EIN:	31-6127282					
PN:	001					

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----YYYY = plan year

Unless otherwise specified: Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
37.	Section E, Item (8)  In the case of a plan that suspended benefits under section 305(e)(9) or section 4245 of ERISA, does the application include:  (i) a copy of the proposed plan amendment(s) required by § 4262.6(e)(2) to reinstate suspended benefits and pay make-up payments?  (ii) a certification by the plan sponsor that the proposed plan amendment(s) will be timely adopted? Is the certification signed by either all members of the plan's board of trustees or by one or more trustees duly authorized to sign the certification on behalf of the entire board (including, if applicable, documentation that substantiates the authorization of the signing trustees)?  Enter N/A if the plan has not suspended benefits.  Is all information included in a single document that is uploaded using the required filenaming convention?	Yes No N/A	N/A		N/A	The plan did not implement a suspension of benefits.	Pension plan documents, all versions available, and all amendments signed and dated	Reinstatement Amend Plan Name
38.	Section E, Item (9) In the case of a plan that was partitioned under section 4233 of ERISA, does the application include a copy of the executed plan amendment required by § 4262.9(c)(2)?  Enter N/A if the plan was not partitioned.  Is the document uploaded using the required filenaming convention?	Yes No N/A	N/A		N/A	The plan was not partitioned.	Pension plan documents, all versions available, and all amendments signed and dated	Partition Amend Plan Name
39.	Section E, Item (10)  Does the application include one or more copies of the penalties of perjury statement (see Section E, Item (10) of the SFA Filing Instructions) that (a) are signed by an authorized trustee who is a current member of the board of trustees, and (b) includes the trustee's printed name and title.  Is all such information included in a single document and uploaded using the required filenaming convention?	Yes No	Yes	Penalty Lab 265	N/A		Financial Assistance Application	Penalty Plan Name
	nformation for Certain Events under § 4262.4(f) - Applicable to Any Events in § 4262.4(f)(2) through (f)(4) and Any M e plan is not required to provided information described in Addendum A of the SFA Filing Instructions, the Plan Respo			remaining Checklist Items.				
40.a.	Addendum A for Certain Events Section C, Item (4)  Does the application include an additional version of Checklist Item #16.a. (also including Checklist Items #16.c., #16.d., and #16.e.), that shows the determination of the SFA amount using the basic method described in § 4262.4(a)(1) as if any events had not occurred? See Template 4A.				N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	For additional submission due to any event: Template 4A Plan Name CE. For an additional submission due to a merger, Template 4A Plan Name Merged, where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

v20230727

Application to PBGC for Approval of Special Financial Assistance (SFA	4)

\$55,618,248.00

APPLICATION CHECKLIST

SFA Amount Requested:

Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
40.b.i.	Addendum A for Certain  Events  Section C, Item (4)  Section C, Item (4)  Enter N/A if the plan is a MPRA plan for which the requested amount of SFA is based on the increasing assets method amount of SFA is based on the increasing assets method as if any events had not occurred? See Template 4A, sheet 4A-5 SFA Details .5(a)(2)(i).  Enter N/A if the plan is not a MPRA Plan or if the plan is a MPRA plan for which the requested amount of SFA is based on the present value method.	Yes No N/A		N/A - included as part of file in Checklist Item #40.a.	N/A		N/A	N/A - included as part of file in Checklist Item #40.a.
40.b.ii.	Addendum A for Certain Events Section C, Item (4)  Section C, Item (4)  Enter N/A if the plan is a MPRA plan for which the requested amount of SFA is based on the increasing assets method? See Template 4A, 4A-5 SFA Details .4(a)(2)(i) sheet and Addendum D.  Enter N/A if the plan is not a MPRA Plan or if the plan is a MPRA plan for which the requested amount of SFA is based on the present value method.	Yes No N/A			N/A		N/A	N/A - included as part of file in Checklist Item #40.a.
40.b.iii.	Addendum A for Certain  Events Section C, Item (4)  Beta a si fany events had not occurred? See Template 4B, sheet 4B-1 SFA Ben Pmts, sheet 4B-2  SFA Details .4(a)(2)(ii), and sheet 4B-3 SFA Exhaustion.  Enter N/A if the plan is not a MPRA Plan or if the plan is a MPRA plan for which the requested amount of SFA is based on the increasing assets method.	Yes No N/A			N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	For additional submission due to any event: Template 4B Plan Name CE. For an additional submission due to a merger, Template 4B Plan Name Merged, where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.
41.	Addendum A for Certain  Events Section C, Item (4)  Section C, Item (4)  Enter N/A if the plan has not experienced a merger.  For any merger, does the application show the SFA determination for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)? See Template 4A for a non-MPRA plan using the basic method, and for a MPRA plan using the increasing assets method. See Template 4B for a MPRA Plan using the present value method.  Enter N/A if the plan has not experienced a merger.	Yes No N/A			N/A		Projections for special financial assistance (estimated income, benefit payments and expenses)	For an additional submission due to a merger, Template 4A (or Template 4B) Plan Name Merged, where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

Application to PBGC for Approval of Special Financial Assistance (SFA)		v20230727
APPLICATION CHECKLIST	D. NOT we die Application Checklist for a supplemental application. Leated one Application Checklist. Complemental	

Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

------Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan yearPlan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
42.a.	Addendum A for Certain  Events  Section D  Does the application include a narrative description of any event and any merger, including relevant supporting documents which may include plan amendments, collective bargaining agreements, actuarial certifications related to a transfer or merger, or other relevant materials?	Yes No		N/A - included as part of SFA App Plan Name		For each Checklist Item #42.a. through #45.b., identify the relevant page number(s) within the single document.	Financial Assistance Application	SFA App Plan Name
42.b.	Addendum A for Certain  Events  Section D  For a transfer or merger event, does the application include identifying information for all plans involved including plan name, EIN and plan number, and the date of the transfer or merger?	Yes No		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name
43.a.	Addendum A for Certain  Events  Section D  Does the narrative description in the application identify the amount of SFA reflecting any event, the amount of SFA determined as if the event had not occurred, and confirmation that the requested SFA is no greater than the amount that would have been determined if the event had not occurred, unless the event is a contribution rate reduction and such event lessens the risk of loss to plan participants and beneficiaries?	Yes No		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name
43.b.	Addendum A for Certain  Events Section D  For a merger, is the determination of SFA as if the event had not occurred equal to the sum of the amount that would be determined for this plan and each plan merged into this plan (each as if they were still separate plans)?  Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name
44.a.	Addendum A for Certain  Events  Section D  Does the application include an additional version of Checklist Item #25 that shows the determination of SFA eligibility as if any events had not occurred?	Yes No		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name
44.b.	Addendum A for Certain  Events Section D  Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name

Application to PBGC for Approval of Special Financial Assistance (SFA)

APPLICATION CHECKLIST

Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
45.a.	Addendum A for Certain  Events Section D  If the event is a contribution rate reduction and the amount of requested SFA is not limited to the amount of SFA determined as if the event had not occurred, does the application include a detailed demonstration that shows that the event lessens the risk of loss to plan participants and beneficiaries?  Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name
45.b.	Addendum A for Certain  Events Section D  Enter N/A if the plan entered N/A for Checklist Item #45.a. also identify all assumptions used, supporting rationale for the assumptions and other relevant information?  Enter N/A if the plan entered N/A for Checklist Item #45.a.	Yes No N/A		N/A - included as part of SFA App Plan Name			Financial Assistance Application	N/A - included as part of SFA App Plan Name
46.a.	Addendum A for Certain Events Section E, Items (2) and (3)  (3)  (3)  (3)  (3)  (3)  (3)  (3)	Yes No N/A			N/A		Financial Assistance Application	SFA Elig Cert Plan Name CE
46.b.	Addendum A for Certain Events Section E, Items (2) and (3)  If the above SFA eligibility is not based on § 4262.3(a)(1) or § 4262.3(a)(3) or is based on a zone certification completed prior to January 1, 2021, enter N/A.  Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A			N/A		Financial Assistance Application	SFA Elig Cert Plan Name Merged CE "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

Application to PBGC for Approval of Special Financial Assistance (SFA) v20230727 APPLICATION CHECKLIST

ALL LICATION CHECKLIST	
Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

\$55,618,248.00

Do NOT use this Application Checklist for a supplemented application.	Instead use Application Checklist - Supplemented.

------Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan yearPlan Name = abbreviated plan name

SFA Amount Requested: Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
47.a.	Events	Does the application include an additional certification from the plan's enrolled actuary with respect to the plan's SFA amount (in the format of Checklist Item #34.a.), but with the SFA amount determined as if any events had not occurred?	Yes No			N/A		Financial Assistance Application	SFA Amount Cert Plan Name CE
47.b.	Events Section E, Item (5)	If the plan is a MPRA plan, does the certification in Checklist Item #46.a. identify the amount of SFA determined under the basic method described in § 4262.4(a)(1) and the amount determined under the increasing assets method in § 4262.4(a)(2)(i)?  If the amount of SFA determined under the "present value method" described in § 4262.4(a)(2)(ii) is not the greatest amount of SFA under § 4262.4(a)(2), does the certification state as such?  If the amount of SFA determined under the "present value method" described in § 4262.4(a)(2)(ii) is the greatest amount of SFA under § 4262.4(a)(2), does the certification identify that amount?  Enter N/A if the plan is not a MPRA plan.	Yes No N/A		N/A - included in SFA Amount Cert Plan Name CE	N/A		N/A - included in SFA Amount Cert Plan Name	N/A - included in SFA Amount Cert Plan Name CE
47.c.	Events	Does the certification in Checklist Items #47.a. and #47.b. (if applicable) clearly identify all assumptions and methods used, sources of participant data and census data, and other relevant information?	Yes No		N/A - included in SFA Amount Cert Plan Name CE	N/A		N/A - included in SFA Amount Cert Plan Name	N/A - included in SFA Amount Cert Plan Name CE
48.a.	Events Section E, Item (5)	For any merger, does the application include additional certifications of the SFA amount determined for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)?  Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A			N/A		Financial Assistance Application	SFA Amount Cert Plan Name Merged CE  "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.
48.b.	Events Section E, Item (5)	For any merger, do the certifications clearly identify all assumptions and methods used, sources of participant data and census data, and other relevant information?  Enter N/A if the event described in Checklist Item #42.a. was not a merger.	Yes No N/A		N/A - included in SFA Amount Cert Plan Name CE	N/A		N/A - included in SFA Amount Cert Plan Name CE	N/A - included in SFA Amount Cert Plan Name CE

PPLICAT	Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.								v20230727	
Plan name: EIN: PN:		Laborers Local No. 265 Pension Plan 31-6127282 001		••	Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name					
event" (see Addendur		\$55,618,248.00 considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through A of the SFA Filing Instructions), your application will be considered incomplete if No is entered bed in Addendum A, your application will also be considered incomplete if No is entered as a Pla	as a Plan Respo	onse for any Cl	hecklist Items #40.a. through #49.b. If there		Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.			
Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention	
49.a.	Events	If the event is a contribution rate reduction and the amount of requested SFA is not limited to the amount of SFA determined as if the event had not occurred, does the application include a certification from the plan's enrolled actuary (or, if appropriate, from the plan sponsor) with respect to the demonstration to support a finding that the event lessens the risk of loss to plan participants and beneficiaries?  Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A			N/A		Financial Assistance Application	Cont Rate Cert Plan Name CE	
49.b.	Addendum A for Certain Events Section E	Does the demonstration in Checklist Item #48.a. also identify all assumptions used, supporting rationale for the assumptions and other relevant information?  Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A		N/A - included in Cont Rate Cert Plan Name CE	N/A		N/A - included in Cont Rate Cert Plan Name CE	N/A - included in Cont Rate Cert Plan Name CE	
dditional l	Information for Certain I	Events under § 4262.4(f) - Applicable Only to Any Mergers in § 4262.4(f)(1)(ii)  Plans that have experienced mergers identified in § 4262.4(f)(1)(ii) must complete Checklist  Items #50 through #63. If you are required to complete Checklist Items #50 through #63, your								
		application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #50 through #63. All other plans should not provide any responses for Checklist Items #50 through #63.								
50.	Addendum A for Certain Events Section B, Item (1)a.	In addition to the information provided with Checklist Item #1, does the application also include similar plan documents and amendments for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Pension plan documents, all versions available, and all amendments signed and dated	N/A	
51.	Addendum A for Certain	In addition to the information provided with Checklist Item #2, does the application also include	Yes			N/A		Pension plan documents, all versions	N/A	

N/A

No

Yes

No

N/A

N/A

available, and all amendments signed

and dated

Pension plan documents, all versions

available, and all amendments signed

and dated

Addendum A for Certain In addition to the information provided with Checklist Item #3, does the application also include the

Enter N/A if the plan does not have a determination letter.

similar trust agreements and amendments for each plan that merged into this plan due to a merger

most recent IRS determination for each plan that merged into this plan due to a merger described in §

Events

Events

Section B, Item (1)c.

52.

Section B, Item (1)b. described in § 4262.4(f)(1)(ii)?

4262.4(f)(1)(ii)?

v20230727

Application to PBGC for Approval	of Special Financial Assistance (SFA)
APPLICATION CHECKLIST	

\$55,618,248.00

SFA Amount Requested:

All I Electricit ellectress	
Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

-----Filers provide responses here for each Checklist Item:-----

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
53.	Events	In addition to the information provided with Checklist Item #4, for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii), does the application include the actuarial valuation report for the 2018 plan year and each subsequent actuarial valuation report completed before the application filing date?	Yes No			N/A	Identify here how many reports are provided.	Most recent actuarial valuation for the plan	YYYYAVR Plan Name Merged , where "Plan Name Merged" is abbreviated version of the plan name for the plan merged into this plan.
54.	Events	In addition to the information provided with Checklist Items #5.a. and #5.b., does the application include similar rehabilitation plan information for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Rehabilitation plan (or funding improvement plan, if applicable)	N/A
55.	Events	In addition to the information provided with Checklist Item #6, does the application include similar Form 5500 information for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Latest annual return/report of employee benefit plan (Form 5500)	YYYYForm5500 Plan Name Merged, "Plan Name Merged" is abbreviated version of the plan name for the plan merged into this plan.
56.		In addition to the information provided with Checklist Items #7.a., #7.b., and #7.c., does the application include similar certifications of plan status for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A	Identify how many zone certifications are provided.	Zone certification	YYYYZoneYYYYMMDD Plan Name Merged, where the first "YYYY" is the applicable plan year, and "YYYYMMDD" is the date the certification was prepared. "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.
57.	Events	In addition to the information provided with Checklist Item #8, does the application include the most recent cash and investment account statements for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Bank/Asset statements for all cash and investment accounts	N/A
58.		In addition to the information provided with Checklist Item #9, does the application include the most recent plan financial statement (audited, or unaudited if audited is not available) for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No			N/A		Plan's most recent financial statement (audited, or unaudited if audited not available)	N/A
59.	Events	In addition to the information provided with Checklist Item #10, does the application include all of the written policies and procedures governing the plan's determination, assessment, collection, settlement, and payment of withdrawal liability for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?  Are all such items included in a single document using the required filenaming convention?	Yes No			N/A		Pension plan documents, all versions available, and all amendments signed and dated	WDL Plan Name Merged, where "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.

Application to PBGC for Approval of Special Financial Assistance (SFA)

APPLICATION CHECKLIST

Plan name:	Laborers Local No. 265 Pension Plan
EIN:	31-6127282
PN:	001

\$55,618,248.00

SFA Amount Requested:

Do NOT use this Application Checklist for a supplemented application. Instead use Application Checklist - Supplemented.

Unless otherwise specified: YYYY = plan year Plan Name = abbreviated plan name

Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #39. In addition, if required to provide information due to a "certain event" (see Addendum A of the SFA Filing Instructions), your application will be considered incomplete if No is entered as a Plan Response for any Checklist Items #40.a. through #49.b. If there is a merger event described in Addendum A, your application will also be considered incomplete if No is entered as a Plan Response for any Checklist Items #50 through #63.

Checklist Item #	SFA Filing Instructions Reference	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	In the e-Filing Portal, upload as Document Type	Use this Filenaming Convention
60.	Addendum A for Certain  Events Section B, Item (9)  In addition to the information provided with Checklist Item #11, does the application include documentation of a death audit (with the information described in Checklist Item #11) for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No					Pension plan documents, all versions available, and all amendments signed and dated	Death Audit Plan Name Merged, where "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.
61.	Addendum A for Certain  Events Section C, Item (1)  In addition to the information provided with Checklist Item #13, does the application include the same information in the format of Template 1 for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?  Enter N/A if each plan that fully merged into this plan is not required to respond Yes to line 8b(1) on the most recently filed Form 5500 Schedule MB.	Yes No N/A					Financial assistance spreadsheet (template)	Template 1 Plan Name Merged , where "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.
62.	Addendum A for Certain  Events Section C, Item (2)  In addition to the information provided with Checklist Item #14, does the application include the same information in the format of Template 2 (if required based on the participant threshold) for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?  Enter N/A if each plan that merged into this plan has less than 10,000 participants on line 6f of the most recently filed Form 5500.	Yes No N/A					Contributing employers	Template 2 Plan Name Merged , where "Plan Name Merged" is an abbreviated version of the plan name fore the plan merged into this plan.
63.	Addendum A for Certain  Events Section C, Item (3)  In addition to the information provided with Checklist Item #15, does the application include similar information in the format of Template 3 for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)?	Yes No					Historical Plan Financial Information (CBUs, contribution rates, contribution amounts, withdrawal liability payments)	Template 3 Plan Name Merged , where "Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.

LABORERS LOCAL NO. 265 PENSION FUND

RESTATED AGREEMENT AND DECLARATION OF TRUST

# RESTATED AGREEMENT AND DECLARATION OF TRUST

# PENSION FUND

## TABLE OF CONTENTS

	•			PAGE
PREAMBLE		,.	• • • • • • • • • • • • • • • • • • • •	Ĺ
ARTICLE	I - DEFIN	ITIONS	•••••	4
	Section	11 -	Employer	
-	Section	1.2 -	Employees	4
	Section	1.3 -	Association	5
٠.	Section	1.4 -	Union	5
:			Trust Agreement	
			Trust Fund	
			Pension Plan	
			Collective Bargaining Agreement	
•	Section	1.9 -	Trustees	7
			Fiduciary	
· .•	Section	1.12-	Investment Manager	7
·			Qualified Actuary	
•			Participant	
•			Beneficiary	
·			Consultant	8
•			Professional Administrator	9
			Administrator	9
•			Custodian	9
•			Contributions	9
• • • • • • • • • • • • • • • • • • • •			Party in Interest	9
•	Section		ratey in incorescent to the second	J.
ARTICLE	II - CREA	TION A	ND PURPOSES OF FUND	10
•	Section	2.1 -	Creation	10
•			Effective Date	
ARTICLE	III - BOA	RD OF	TRUSTEES	11
•	Section	31 -	Number, Appointment, Term	.11
. ,			Qualification	
: .			Resignation and Removal	
•			Successor Trustees, Appointment	
•			Successor Trustees, Assumption	
			of Office	13
•			Acceptance of the Trust by Trustees.	
			Limitation of Liability of Trustees.	
•			Office of the Fund	14
	Section	3.9 -	Officers	15

				PAGE
. ' "	Section	3.10-	Power to Act in Case of Vacancy	. 15
•	Section	3.11-	Meetings; Notices	. 15
	Section	3.12-	Attendance at Meetings; Minutes	. 16
	Section	3.13-	Quorum; Voting; Action without	
•			Meeting	. 16
	Section	3.14-	Manner of Acting in the Event	1
·			of a Deadlock	. 16
	Section	3.15-	Removal of Trustees	. 17
٠.	Section	3.16-	Prohibited Transactions	. 18
ARTICLE I	IV - CONT	RIBUTIO	ONS AND COLLECTIONS	. 19
		•	· · · · · · · · · · · · · · · · · · ·	
•	Section	4.1 -	Employer Contributions	. 19.
	Section	4.2 -	Receipt of Payment and Other	20
•			Property of Trust	. 20
	Section	4.3 -	Collection and Enforcement	20
•			of Payments	. 20
	Section	4.4 -	Production of Records	
	Section	4.5 -	Costs of Collection	
			Effect of Non-Payment	
	Section	4.7 -	Guarantee Deposit	33
ARTICLE	V - POWER	s and i	DUTIES OF TRUSTEES	. 23
	Coation	6 1 _	Conduct of Trust Business	22
	•	•	Use of Fund for Expenses	
•			Use of Fund to Provide Benefits	
			Adoption of Pension Plan	
			Investments	
			Deposits and Disbursements	
•			Allocation and Delegation of Non-	. 20.
	beceron		Investment Responsibilities	. 726
	Section		Professional Administrator	
	_		By-Laws, Rules and Regulations	
			Additional Authority	
			Bonds	
			Insurance	
	•		Information to Participants and	· -
	÷ · · · · · · · ·		Beneficiaries	. 29
	Section	5.14-	Accountants	
			Trustee Reimbursement	

		PAC	<u>G</u> E
٠.	Section 5.16- Reports	. 30	
	Trustees	. 30	
	Section 5.20- Reliance on Written Instruments Section 5.21- Discharge of Liability	. 32	2
•	Section 5.22- Establishment of Plan		
ARTICLE	VI - CONTROVERSIES AND DISPUTES	. 36	5
	Section 6.1 - Submission to Trustees		
ARTICLE	VII - BENEFICIAL RIGHTS	. 37	7
	Section 7.1 - No Right, Title or Interest of Employers	. 37	7
,	Section 7.2 - Limitation upon Beneficial Rights of Employees		
•	Section 7.3 - Optional Benefits Prohibited		
ARTICLE	VIII - TERMINATION OF TRUST	·	••
	Section 8.1 - Conditions of Termination		
ARTICLE	IX _ MISCELLANEOUS	. 40	)
	Section 9.1 - Law Applicable	. 40	)
	Section 9.3 - Other Employers and Their Employees May Join the Plan	. 40	).
	Section 9.4 - Reciprocity Agreements	. 40	
	Section 9.6 - Judicial Settlements	. 41	
••	Section 9.8 - Qualification of Trust Personnel Section 9.9 - Vesting of Rights	. 42	
	Section 9.10- Gender Section 9.11- Amendment To Trust Agreement	. 42	· •
_	Section Fitt Amendment to finst Agreement	. 43	

# RESTATED AGREEMENT AND DECLARATION OF TRUST

#### LABORERS LOCAL NO. 265 PENSION FUND

WHEREAS, there has heretofore been executed an Agreement and Declaration of Trust on the 21st day of January, 1969 at Cincinnati, Ohio, effective as of the 1st day of November, 1968, by and between LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 265, (herein sometimes called Union) a voluntary unincorporated association, and CINCINNATI CHAPTER, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., as negotiating agent for its member employers of Laborers, THE MASON CONTRACTORS ASSOCIATION, THE PLASTERING AND LATHING CON-TRACTORS ASSOCIATION and THE WRECKING CONTRACTORS ASSOCIATION, INC., herein sometimes called the Association), acting on behalf of itself, its constituent members, and other such Employers not members of the Association whose employees are working in the Collective Bargaining Unit of the Union, and who are signatory to the Collective Bargaining Agreement, or who are otherwise eligible to participate under applicable law, who sign an Assent of Participation, who agree to be bound by this Trust Agreement, and who make payments into the LABORERS LOCAL NO. 265 PENSION FUND thereby created, (herein sometimes called the Employers) and AMOS JACKSON, LUKE CRAIG and EVANS MONTGOMERY, original Union Trustees, and GEORGE E. TISCHBEIN, FRANK A. SCHLEPER and MARVIN H. ROSE, original Association Trustees herein sometimes called Trustees):

WHEREAS, the Union, the Association, the Employers and the

Trustees presently holding office, to-wit: AMOS JACKSON, GEORGE E. CHANDLER and WILLIAM BROOKS, Union Trustees; MARVIN H. ROSE, KERRY RICE and PETER STRANGE, Association Trustees find that it is desirable and appropriate to execute a new Trust Agreement to incorporate Amendments to the Agreement which have been previously approved, to delete some provisions and add other provisions, and also to incorporate new Amendments required by changes in circumstances and by applicable Federal and State law, including Employees Retirement Income Security Act of 1974, parties reaffirming the purposes of this Trust, for the purposes of furnishing Pension benefits to eligible employees, their beneficiaries or their estates or any benefits which under law may be delivered by this Trust;

WHEREAS, the Union has now and hereafter will have in effect Collective Bargaining Agreements with the Association and/or Employer members of the Association and/or Employers not members of the Association, which Agreement provides for payments by such Employers of amounts specified in accordance with such Collective Bargaining Agreement to LABORERS LOCAL NO. 265 PENSION FUND, to be used to provide eligible employees pension benefits, and;

WHEREAS, both the Association and the Union have taken appropriate steps in their respective organizations to amend this Trust and are authorized to enter into this Trust Agreement, and the Trustees herein named hereby confirm and accept said appointment, and agree to carry out the purposes of the Trust;

NOW THEREFORE, in consideration of the premises and the

mutual covenants and agreements herein expressed, the parties hereto now agree as follows:

#### ARTICLE I

#### DEFINITIONS

Section 1.1 EMPLOYER. The term "Employer" as used in this Agreement shall be deemed to include any person, firm, association, partnership or corporation employing employees working in the Collective Bargaining Unit of the Union and member of the Association on whose behalf this Agreement has been entered into as well as employers who are not members of the Association but employed persons represented for purposes of collective bargaining by the Union and who signify their intentions to be bound by the provisions of this Agreement and Declaration of Trust by signature hereto, or by signing an Assent of Participation, and by making payments into the Fund hereby created. This Section shall also include the LABORERS INTERNATIONAL UNION OF NORTH AMERICA. LOCAL NO. 265 as an employer for those employees working in full time capacities of the Union. The term "Employer" as used in this Agreement shall be further deemed to include the Trust itself.

Section 1.2 EMPLOYEES. The term "Employee" as used in this Agreement shall include:

- a) All the employees working in the Collective Bargaining Unit of the Union and represented for the purpose of collective bargaining of the Union who are,
  - i) employed by members of the Association, or
  - ii) employed by employers not members of the Association who are signatory to this Trust Agreement or who signify their intention to be bound by this Trust Agreement by signing an Assent of Participation and by mak-

ing payments into the Fund hereby created.

- b) Elected or appointed Officers or Employees of the Union, its State Affiliate or International Organization, or any Association entering into contractual relations with the Union; providing that the Trustees agree to accept such Officers and Employees; and further provided that in the case of full time Officers and/or Employees, contributions for a forty (40) hour week in the same amount per hour provided for other Employees in the Collective Bargaining Agreement shall be paid.
- c) Full time Employees, if any, of this Trust Fund who are proposed and accepted for such benefits by the Trustees. As to such personnel as are employees of the Trust Fund, the Trustees shall be deemed to be an Employer within the meaning of this Trust Agreement, and may provide benefits for said Employees out of said Trust Fund.
- d) A person, represented by or under the jurisdiction of the Union, who shall be employed by a Governmental Unit or Agency, and on whose behalf payment of contributions shall be made at the times and at the rate of payment equal to that paid by an Employer, as defined in Section 1.1 of this Article, in accordance with a written agreement, ordinance or resolution.

Section 1.3 ASSOCIATION. The term "Association" as used in this Agreement shall mean the CINCINNATI DIVISION, ASSOCIATED CONTRACTORS OF OHIO, INC. formerly known as the CINCINNATI CHAPTER, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., as negotiating agent for its member employers of LABORERS, THE MASON CONTRACTORS ASSOCIATION, THE PLASTERING AND LATHING CONTRACTORS ASSOCIATION and THE WRECKING CONTRACTORS ASSOCIATION, INC.

Section 1.4 UNION. The term "Union" as used in this Agreement shall mean LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 265.

Section 1.5 TRUST AGREEMENT. The term "Trust Agreement" as used herein shall mean this instrument, including all amendments

and modifications as may be made from time to time subsequent hereto.

Section 1.6 TRUST FUND. The term "Trust Fund" as used in this Agreement shall mean the Laborers Local No. 265 Pension Fund, which is created, established and continued pursuant to the terms of this Agreement. It shall include but not be limited to all funds received in the form of contributions, together with all contracts, including dividends, interest, refunds, transfers of funds under reciprocity, and any other sums payable to the Trustees on account of such contracts, all investments made and held by the Trustees, all income, increments, earnings and profits therefrom, and any and all other property or funds received and held by the Trustees by reason of their acceptance of this Agreement and Declaration of Trust.

Section 1.7 PENSION PLAN. The term "Pension Plan" as used in this Agreement shall mean the Plan of Pension and other related benefits created pursuant to the Collective Bargaining Agreement and this Agreement, including any and all amendments to either of said agreements.

Section 1.8 COLLECTIVE BARGAINING AGREEMENT. The term"Collective Bargaining Agreement" shall mean any written contract by and between the Union and the Employer as defined herein. It shall also include any and all extensions thereof, renewals thereof,

amendments or addenda thereof and any new Collective Bargaining
Agreements entered into between the Union and the Employer hereunder, which require contributions to be made to this Plan, Trust
and Fund, as presently existing or as hereafter amended.

Section 1.9 TRUSTEES. "Trustees" shall mean the Trustees from time to time acting as Trustees hereunder.

Section 1.10 NAMED FIDUCIARIES. The Board of Trustees as designated in Section 3.1 of this Restated Agreement and Declaration of Trust shall constitute all of the named fiduciaries of this Trust, and jointly shall have authority to control and manage the operation and administration of the Pension Trust.

Section 1.11 FIDUCIARY. Under the terms of this Agreement and Declaration of Trust, each of the following are deemed to be a Fiduciary:

- a) The Board of Trustees;
- b) The Officers selected under Section 3.9, and
- c) Any designated Investment Manager as provided in Section 5.5(b)(ii).

Section 1.12 INVESTMENT MANAGER. Investment Manager means any person, firm or corporation who, pursuant to Section 5.5(b)(ii) has been appointed as such and has evidenced acknowledgement and acceptance of such appointment by a document signed in writ-

ing and returned to the Trustees and who is:

- a) registered as an investment advisor under the Investment Advisor's Act of 1940;
- b) is a Bank as defined in that Act; or
- c) is an insurance company qualified under the laws of more than one State to have the power to manage, acquire or dispose of the assets of Trust Funds such as this Fund.

Section 1.13 QUALIFIED ACTUARY. The term "Qualified Actuary" means an Actuary who is a member of the Society of Actuaries or a Firm of Actuaries, one of whose members is a member of the Society of Actuaries.

Section 1.14 PARTICIPANT. The term "Participant" as used herein shall mean any Employee or former Employee of an Employer who is or may become eligible to receive a benefit of any type from the Fund or whose beneficiaries may be eligible to receive any such benefit.

Section 1.15 BENEFICIARY. The term "Beneficiary" as used herein shall mean a person designated by a participant or by the terms of the Plan who is or may become entitled to a benefit thereunder.

Section 1.16 CONSULTANT. The term "Consultant" as used herein shall mean any person or entity who for compensation, advises, represents or provides other assistance to the Trustees

concerning the operation of the Plan as defined in Section 1.6.

Section 1.17 PROFESSIONAL ADMINISTRATOR: The term "Professional Administrator" as used herein shall mean that person or company defined in Section 5.8 of this Restated Agreement and Declaration of Trust.

Section 1.18 ADMINISTRATOR: The term "Administrator" as used herein shall mean the Board of Trustees as defined in Section 1.9 herein.

Section 1.19 CUSTODIAN: The term"Custodian" as used herein shall mean one who is officially entrusted with guarding and keeping records and documents of this Trust Fund.

Section 1.20 CONTRIBUTIONS: The term "Contributions" as used herein shall mean the payments required of any Employer for this Fund, or payments made by or on behalf of participants or their beneficiaries.

Section 1.21 ERISA: The term "ERISA" as used herein shall mean the Employee Retirement Income Security Act of 1974 and any amendments thereto, together with any regulations promulgated pursuant to its provisions.

Section 1.22 PARTY IN INTEREST: The term "Party in Interest" as used herein shall mean such persons as are described in ERISA.

#### ARTICLE II

#### CREATION AND PURPOSES OF FUND

Section 2.1 CREATION. The Trust Fund is created, established and maintained, and the Trustees agree to receive, hold and administer the Trust Fund, for the purpose of providing pension benefits and any other related benefits as such benefits now are, or hereafter may be authorized or permitted by law for participants and their beneficiaries and in accordance with the provisions herein set forth and the Pension Plan. It is intended that this Trust Fund and Pension Plan be a "multiemployer plan" as that term is defined in Section 3 (37) of ERISA.

Section 2.2 EFFECTIVE DATE. This restated Agreement and Declaration of Trust shall be in full force and effect as of

november 1, 1976.

#### ARTICLE III

### BOARD OF TRUSTEES

Section 3.1. NUMBER, APPOINTMENT, TERM. The Trust Fund shall be administered by six (6) Trustees. The Trustees as of the date of execution of this Restated Agreement and Declaration of Trust as identified herein as:

	Union Trustee		Employer Trustee
	AMOS JACKSON	· 	MARVIN H. ROSE
	GEORGE E. CHANDLER		KERRY RICE
•	WILLIAM BROOKS		PETER STRANGE
	•		

Three (3) of the Trustees shall be appointed by the Union and shall act as the Union Trustees.

Three (3) of the Trustees shall be appointed by the Association and shall act as the Employer Trustees.

A vacancy shall occur, whenever a Trustee may resign or when a Trustee is removed or by reasons of death or incapacity. Successor Trustees shall be named as provided in Section 3.4.

Section 3.2 Qualification. No person shall be appointed or elected as Trustee who has been convicted of a crime involving moral turpitude, and any person acting as Trustee hereunder who is convicted of such crime shall be deemed to have resigned upon such conviction.

Section 3.3 RESIGNATION AND REMOVAL. A Trustee may resign

and become and remain fully discharged from all further duty or responsibility hereunder upon giving thirty (30) days' notice in writing to the remaining Trustees and to the party by whom he was appointed, or such shorter notice as the remaining Trustees may accept as sufficient. In the notice there shall be stated a date on which such resignation shall take effect; and such resignation shall take effect on the date specified in the notice unless a Successor Trustee shall have been appointed at an earlier date, in which event such resignation shall take effect immediately upon the appointment of such Successor Trustee. An Employer Trustee may be removed from office at any time by action of the Association which appointed him. Written notice of such action shall be delivered to the Union, the Chairman and Secretary-Treasurer of the Trustees serving at that time, the Professional Administrator and legal counsel. A Union Trustee may be removed from office at any time by action of the Union which appointed him. Written notice of such action to be delivered to the Association, the Chairman and Secretary-Treasurer of the Trustees serving at that time, the Professional Administrator and legal counsel.

Section 3.4 SUCCESSOR TRUSTEES, APPOINTMENT. If any Employer Trustee shall die, become incapable of acting hereunder, resign, or be removed, a Successor Employer Trustee shall be immediately appointed by the Association which appointed the prior Trustee. Such appointment shall be in writing and be delivered to the Union, the

Chairman and Secretary-Treasurer of the Trustees serving at that time, the Professional Administrator and legal counsel. If any Union Trustee shall die, become incapable of acting hereunder, resign, or be removed, a Successor Union Trustee shall immediately be appointed by the Union which appointed the prior Trustee, such appointment to be in writing and be delivered to the Association, the Chairman and Secretary-Treasurer of the Trustees serving at that time, the Professional Administrator and legal counsel.

If such a vacancy is not filled within a thirty (30) day period, the remaining Employer or Union Trustees, respectively, shall within ten (10) days thereafter, appoint a Successor Trustee.

Upon the failure of any party to appoint such Successor Trustee then any Trustee may petition the local United States District Court for an Order appointing such Successor Trustee to serve until a Successor Trustee has been appointed by the proper party. The costs and expenses (including by way of illustration and not limitation, reasonable attorneys' fees and reporter fees) incidental to any proceedings to appoint a Successor Trustee shall be paid by the Trust Fund.

It is the intention hereof that the Fund shall at all times be administered by an equal number of Employer and Union Trustees.

Section 3.5 SUCCESSOR TRUSTEES, ASSUMPTION OF OFFICE. Any Successor Trustee shall immediately upon his appointment as a Successor Trustee and his acceptance of the Trusteeship in writing, as provided in Section 3.6, become vested with all the property

rights, powers and duties of a Trustee hereunder with like effect as if originally named a Trustee without the necessity of any formal conveyance or other instrument of title.

Section 3.6 ACCEPTANCE OF THE TRUST BY TRUSTEES. A Trustee shall execute a written acceptance in a form satisfactory to the Trustees and consistent with ERISA and thereof shall be deemed to have accepted the Trust created and established by this Trust Agreement and to have consented to act as Trustee and to have agreed to administer the Trust Fund as provided herein. Such written acceptance shall be filed with the Fund's Professional Administrator who shall notify the remaining Trustees of the receipt of such acceptance.

Section 3.7 LIMITATION OF LIABILITY OF TRUSTEES. No Successor Trustees shall in any way be liable or responsible for anything done or committed in the administration of the Trust prior to the date of becoming a Trustee. No Trustee shall be liable for the acts or omissions of another Trustee to whom certain responsibilities, obligations or duties have been delegated pursuant to this Trust Agreement, nor shall any Trustee be liable for the acts or omissions of any investment manager, attorney, Professional Administrator, agent, or assistant employed by them pursuant to this Agreement, if such person's performance was periodically reviewed by the Trustees who found such performance to be satisfactory.

Section 3.8 OFFICE OF THE FUND. The principal offices of the Trust Fund shall be located and maintained in Hamilton County

in the State of Ohio or at such other locations as the Trustees may determine.

Section 3.9 OFFICERS. In Movembers of each year the Trustees shall select from among themselves a Chairman, and a Secretary-Treasurer to serve for a term of one (1) year or until his or their successors have been elected. When the Chairman is the Employer Trustee, then the Secretary-Treasurer shall be the Union Trustee; and when the Chairman is the Union Trustee, then the Secretary-Treasurer shall be the Employer Trustee. The Chairmanship shall alternate between the Employer Trustee and the Union Trustee. The Secretary-Treasurer or such other person as the Trustees may designate shall keep minutes and records of all meetings, proceedings and acts of the Trustees and shall, with reasonable promptness, send copies of such minutes and records to all Trustees, and legal counsel. The Chairman shall preside at all meetings of the Trustees.

Section 3.10 POWER TO ACT IN CASE OF VACANCY. No vacancy or vacancies on the Board of Trustees less than all of the Union Trustees or all of the Employer Trustees shall impair the power of the remaining Trustees, acting in the manner provided by this Trust Agreement, to administer the affairs of the Trust Fund notwithstanding the existence of such vacancy or vacancies.

Section 3.11 MEETINGS; NOTICES. The Trustees shall meet at such times as they deem it necessary to transact their business. The Chairman or the Secretary-Treasurer of the Board of Trustees may call a meeting of the Trustees at any time by giving at least

five (5) days' notice in writing, of the time and place thereof to the remaining Trustees. A meeting of the Trustees may be held at any time without notice if all of the Trustees consent thereto by an instrument in writing, or if all of the Trustees attend such meeting.

Section 3.12 ATTENDANCE AT MEETINGS; MINUTES. All official meetings of the Trustees shall be attended only by the Trustees and shall not be open to the public, except such other persons may attend as may be designated by the Trustees or when invited to do so, and as may otherwise be required by law. Written minutes, a copy of which shall be furnished with reasonable promptness to each Trustee and legal counsel, shall be kept of all business transacted and of all matters upon which voting shall have occurred and the vote shall be recorded. Such minutes shall bear the signature of the Secretary-Treasurer and shall be approved at the succeeding meeting.

Section 3.13 QUORUM; VOTING; ACTION WITHOUT MEETING. A quorum shall consist of at least (2) two Employer Trustees and (2) two Union Trustees. Any action taken by the Trustees, except as herein otherwise provided, shall be by affirmative vote of a majority of the votes cast at a meeting. The Union and Employer Trustees shall have equal voting strength, with the votes of any absent Trustee being cast by the Trustees present appointed by the same Party. Action by the Trustees on any proposition may also be taken without a meeting if all of the Trustees agree thereto in writing.

### Section 3.14 MANNER OF ACTING IN THE EVENT OF A DEADLOCK.

a) A deadlock shall be deemed to exist whenever a proposal,

nomination, motion or resolution made or proposed by any one of the Trustees is not adopted or rejected by a majority vote and the maker of the proposal, nomination, motion or resolution notifies the remaining Trustees in writing that a deadlock exists.

- In the event of such deadlock arising, the Trustees shall meet for the purpose of agreeing upon an impartial umpire to break such deadlock by deciding the dispute in question. In the event of the inability of the Trustees to agree upon the selection of such impartial umpire at such meeting, and if an impartial umpire is not selected by the next meeting of the Trustees thereafter, then an arbitrator shall be selected by the American Arbitration Association in accordance with their Voluntary Labor Arbitration Rules. If the American Arbitration Association fails to appoint an arbitrator within a reasonable time, then any Trustee may petition the local United States District Court for an Order appointing an impartial umpire. Such impartial umpire shall immediately proceed to hear the dispute between the Trustees and decide such dispute, and the decision and award of such umpire shall be final and binding upon the parties. The reasonable compensation of such umpire and the costs and expenses (including by way of illustration without limitation, reasonable attorneys' fees and reporter fees) incidental to any proceedings instituted to break a deadlock shall be paid by the Trust Fund.
- c) Any impartial umpire selected or designated to break a deadlock shall be required to enter his decision within a reasonable time fixed by the Trustees. The scope of any such proceeding before such impartial umpire shall be limited to the provisions of this Trust Agreement and to the provisions of the rules, regulations and by-laws adopted by the Trustees and to the plan of benefits established by them. The impartial umpire shall have no jurisdiction or authority to change or modify the provisions of this Trust Agreement or to decide any issue arising under or involving the interpretation of any collective bargaining agreements between the Union and the Employers, and such impartial umpire shall have no power or authority to change or modify any provisions of any such collective bargaining agreements.

Section 3.15 REMOVAL OF TRUSTEES. The Board of Trustees shall initiate action to cause the removal of any fellow

Trustee who may be serving as a Trustee in violation of this Agreement, ERISA or other applicable law. The vacancy or vacancies caused by such a removal shall be filled in accordance with Section 3.4 of this Article.

Section 3.16 PROHIBITED TRANSACTIONS. Notwithstanding any action being taken by the Board of Trustees as provided in this Article, no transaction shall be authorized between the Trust Fund and any party-in-interest, except to the extent that such transactions are permissible practices under ERISA.

#### ARTICLE IV

#### CONTRIBUTIONS AND COLLECTIONS

#### Section 4.1 EMPLOYER CONTRIBUTIONS.

- a) Each Employer shall make prompt contributions or payment to the Trust Fund in such amount and under the terms as are provided for in the applicable collective bargaining agreement in effect from time to time between the Employer or his bargaining representative and the Union. An Employer may also be required to make contributions in such amount and under such terms as agreed to by such Employer in writing, provided that such contributions shall be subject to acceptance by the Trustees. The Employer agrees that such contributions shall constitute an absolute obligation to the Trust Fund, and such obligation shall not be subject to, by way of illustration and not limitation, set-off or counterclaim which the Employer may have for erroneous contributions to any other Trust Funds, or for any other liability of the Union, of an Employee, or any other person.
- b) Contributions to the Fund shall be paid to the Trustees or to such depository as the Trustees shall designate, only by check, bank draft, or money order, or its equivalent, made payable to the order of the Laborers Local No. 265 Pension Fund or as otherwise provided in the applicable collective bargaining agreement. The payment of contributions shall be made periodically at such times as may be provided in the applicable collective bargaining agreement. In the absence of any such provision in a collective bargaining agreement, the payment of contributions shall be made periodically at such times as the Trustees shall specify.
- c) Each Employer shall be responsible only for the contributions payable by him on account of Employees covered by him except as may be otherwise provided by law. No Employer or Association or groups shall be responsible for the contributions, payments, or other obligations of any other Employer except as may be otherwise provided by law.
- d) Work Outside Jurisdiction. In the event an Employee employed by an Employer, as defined herein, shall perform work outside of the geographical jurisdiction of the Union, the Employer may continue to make payments to the Trust Fund and the Trustees may accept such payments. However, nothing con-

tained in this subsection shall alter, modify, or extinguish the obligations or conditions required by the applicable collective bargaining agreement.

#### Section 4.2 RECEIPT OF PAYMENT AND OTHER PROPERTY OF TRUST.

The Trustees or such other person or entity designated or appointed by the Trustees are hereby designated as the persons to receive the payments heretofore or hereafter made to the Trust Fund by the Employers and Employees. The Trustees are hereby vested with all right, title and interest in and to such monies and all interest which may be accrued thereon, and are authorized to receive and be paid the same.

Section 4.3 COLLECTION AND ENFORCEMENT OF PAYMENTS. Trustees, or such committee of the Trustees as the Board of Trustees shall appoint, or the professional administrator if one has been appointed and when directed by such committee or by the Board of Trustees, shall have the power to demand, collect and receive Employer payments and all other money and property to which the Trustees may be entitled, and shall hold the same until applied to the purposes provided in this Trust Agreement. They shall take such steps, including the institution and prosecution of, or the intervention in, such legal or administrative proceedings as the Trustees in their sole discretion determine to be in the best interest of the Trust Fund for the purpose of collecting such payments, money and property, without prejudice, however, to the rights of the Union to take whatever steps it deems necessary and wishes to undertake for such purposes.

Section 4.4 PRODUCTION OF RECORDS. Each Employer shall

promptly furnish to he Trustees, on demand, so records and information as are required by the applicable collective bargaining agreement, and shall also furnish to the Trustees, on demand, such other information as the Trustees may reasonably require in connection with the administration of the Trust Fund. The Trustees may employ an independant and qualified auditor to examine the pertinent employment and payroll records of each Employer at the Employer's place of business whenever such examination is deemed necessary or advisable to the Trustees in connection with the proper administration of the Trust Fund. The Union shall, upon request of the Trustees, promptly furnish information in respect to an Employee's employment status.

Section 4.5 COSTS OF COLLECTION. The Trustees may require the payment by Employers of a service fee, interest, other costs and expenses (including cost of an audit, reasonable attorney's fees and court costs), incurred by the Trustees and arising out of the collection of such Employer's delinquent contributions, in accordance with the applicable collective bargaining agreement, or if there is no such provision or collective bargaining agreement, then in accordance with a schedule established by the Board of Trustees.

Section 4.6 EFFECT OF NON-PAYMENT. Non-payment, by any Employer of any contributions or other monies owed to the Fund shall not relieve any other employer from its obligation to make required payments to the Trust Fund.

discretion, require the Employer to deposit with the Trustees in advance as a guarantee of the payment of monthly contributions, an amount equal to three times the estimated monthly contribution of such Employer as a condition of such Employer's becoming a party to this Agreement. In the event that an Employer has been delinquent in the reporting and payment of monthly contributions, the Trustees may, in their discretion, require that said guarantee be made and continuously maintained by such Employer as a condition of continuing as a party to this Agreement. In the event that any such Employer ceases to be a party to this Agreement in the manner hereinafter provided, any excess in such guarantee fund over the contributions required of such Employer shall be returned to him.

#### ARTICLE V

#### POWERS AND DUTIES OF TRUSTEES

Section 5.1 CONDUCT OF TRUST BUSINESS. The Trustees shall have general supervision of the operation of this Trust Fund and shall conduct the business and activities of the Trust Fund in accordance with this Trust Agreement and applicable law. The Trustees shall hold, manage and protect the Trust Fund and collect the income therefrom and contributions thereto. The Trustees may in the course of conducting the business of the Trust, execute all instruments in the name of the Laborers Local No. 265 Pension Fund. Such instruments shall be signed by at least one Employer and one Union Trustee, provided, however, any one Trustee may execute legal documents to commence and process law suits to enforce trust collection on behalf of the Trustees.

Section 5.2 USE OF FUND FOR EXPENSES. The Trustees shall have the power and authority to use and apply the Trust Fund to pay or provide for the payment of all reasonable and necessary expenses:

- a) Of collecting the Employer contributions and payments and other monies and property to which they may be entitled and,
- b) Of administering the affairs of this Trust, including the employment of such administrative, legal, expert and clerical assistance, the purchase or lease of such premises, materials, supplies, and equipment and the

performance of such other acts, as the Trustees, in their discretion, find necessary or appropriate in the performance of their duties.

Section 5.3 USE OF FUND TO PROVIDE BENEFITS. The Trustees shall have the power and authority to use and apply the Trust Fund to pay or provide Pension and related benefits to eligible participants and beneficiaries in accordance with a Pension Plan of benefits established by the Trustees, established and administered as provided in Section 5.4.

section 5.4 ADOPTION OF PENSION PLAN. The Trustees are expressly directed, by majority vote of the Trustees, to establish and maintain a Plan or Plans to provide any and all pension benefits, as the Trustees, in their sole discretion, may determine, directly out of the Trust Fund provided, however, that such payments can be legally made and that the same are in full compliance with all statutory and legal requirements. Such Plan may be established and maintained in lieu of, or in combination with, coverage provided by an insurance carrier or carriers.

#### Section 5.5 INVESTMENTS.

a) The Trustees shall have the power and authority, in their sole discretion, to invest and reinvest such funds as are not necessary for current expenditures or liquid reserves, as they may from time to time determine, not constrained by any limitation restricting investments in common stocks to a percentage of the Fund or to a

percentage of the total market value of the Fund, provided however, that:

- i) The Trustees shall diversify the investments of the Plan so as to minimize the risk of large losses (unless under the circumstances it is clearly prudent not to do so), and
- ii) The Trustees shall only make such investments which are permitted under applicable State and Federal law relating to the investment of the Employee trust funds.

The Trustees may sell, exchange or otherwise dispose of such. investments at any time and, from time to time, as provided in Section 5.10(f). The Trustees shall have power and authority (in addition to, and not in limitation to common law and statutory authority) to invest in any stocks, bonds or other property, real or personal, including improved real estate and equity interests in real estate, where such an investment appears to the Trustees, in their discretion and consistent with their fiduciary obligations, to be in the best interest of the Trust Fund and its participants and beneficiaries, judged by then prevailing business conditions and standards. The Trustees shall have the authority, in respect to any stocks, bonds or other property, real or personal, held by them as Trustees to exercise all such rights, power and privileges as might be lawfully exercised by any person owning similar stocks, bonds or other property in his own right.

#### b) Delegation and Allocation of Investment Functions.

- i) The Trustees are authorized, in their discretion by resolution, to allocate such duties and responsibilities to invest and reinvest such Fund assets as they shall specify in such allocation to a committee or subcommittee of the Board of Trustees.
- ii) The Trustees shall have the power and authority to appoint one or more investment managers (as defined

in Section 3 (38) of ERISA) who shall be responsible for the management, acquisition, disposition, investing and reinvesting of such of the assets of the Trust Fund as the Trustees shall specify. Any such appointment may be terminated by the Trustees upon written notice. The fees of such investment manager, and its expenses to the extent permitted by law, shall be paid out of the Trust Fund. The Trustees shall require that the investment manager acknowledge in writing that he is a fiduciary with respect to the Plan.

iii) In connection with any allocation or delegation of investment functions under paragraph (i) and (ii) of this subsection (b), the Trustees shall, from time to time, adopt appropriate investment policies or guidelines.

Section 5.6 DEPOSITS AND DISBURSEMENTS. All Trust monies not invested shall be deposited by the Trustees in such appropriate depository or depositories as the Trustees shall from time to time select, and any such deposit or deposits, or disbursement therefrom, shall be made in the name of the Trust in the manner designated and authorized by the Trustees or by the investment manager appointed in accordance with Section 5.5 (b) (ii) of this Article.

SPONSIBILITIES. The Trustees may, by resolution or by-law or by provisions of this Trust Agreement, allocate fiduciary responsibilities and various administrative duties to committees or subcommittees or the Board of Trustees, and they may delegate such responsibilities and duties to other individuals as they may deem appropriate or necessary in their sole discretion, and consistent with

ERISA.

Section 5.8 PROFESSIONAL ADMINISTRATOR. The Trustees may employ or contract for the services of an individual, firm or corporation, to be known as the "Professional Administrator", who shall, under the direction of the Trustees or under the direction of any appropriate committee of the Trustees, to be ministerally responsible to:

- a) administer the office or offices of the Trust Fund and of the Trustees;
- b) coordinate and administer the accounting, bookkeeping and clerical services;
- c) prepare (in cooperation where appropriate with the independent auditor) all reports and other documents to be prepared, filed or disseminated by or on behalf of the Trust in accordance with law;
- d) assist in the collection of contributions required to be paid to the Trust Fund by Employers;
- e) be the custodian of all documents and other records of the Trustees and of the Trust Fund; and
- f) perform such other duties and furnish such other services as may be assigned, delegated, or directed or as may be contracted by or on behalf of the Trustees.

#### Section 5.9 BY-LAWS, RULES AND REGULATIONS.

- a) The Trustees are hereby empowered and authorized to adopt by-laws and to promulgate any and all necessary rules and regulations which they deem necessary or desirable to facilitate the proper administration of the Trust Fund, provided the same are not inconsistent with the terms of this Trust Agreement, All by-laws, rules and regulations adopted by action of the Trustees shall be binding upon all parties hereto, all parties dealing with the Trust Fund and all persons claiming any benefits hereunder.
- b) No by-law, regulations, rule, action or determination made or adopted by the Trustees, nor any decision or determination made by any impartial umpire appointed pursuant to Section 3.13 of this Agreement, shall in any manner conflict or be incon-

sistent with any provision of the applicable current collective bargaining agreement, with this Trust Agreement, or with any applicable Federal, State or local law.

Section 5.10 ADDITIONAL AUTHORITY. The Trustees are hereby empowered in addition to such other powers as are set forth herein or conferred by law,

- a) To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration of the Trust Fund, and to do all acts as they, in their discretion, may deem necessary or advisable and such contracts and agreements and acts shall be hinding and conclusive on the parties hereto and on the participants involved;
- b) To keep property and securities registered in the name of the Trustees or of the Fund;
- c) To establish and accumulate as part of the Trust Fund such reasonable reserve funds as the Trustees, in their sole discretion, deem necessary or desirable to carry out the purposes of such Trust Fund;
- d) To pay out of the Trust Fund all real and personal property taxes, income taxes, and other taxes of any and all kinds levied or assessed under existing or future laws upon or in respect to the Trust Fund, or any money, property, or securities forming a part thereof;
- e) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder;
- f) To sell, exchange, lease, convey, mortgage or dispose of any property, whether real or personal, at any time forming a part of the Trust Fund upon such terms as they may deem proper, and to execute and deliver any and all instruments of conveyance, lease, mortgage and transfer in connection therewith; and
- g) To enter into reciprocity agreements with other Funds so as to afford the greatest opportunity for eligibility on behalf of its participants, as set forth in Section 9.4.

Section 5.11 BONDS. The Trustees shall obtain from an authorized surety company such bonds as may be required by law, cover-

ing such persons and in such amounts (but not less than required by law) as the Trustees, in their discretion, may determine. The cost of premiums for such bonds shall be paid out of the Trust Fund.

Section 5.12 INSUPANCE. The Trustees may, in their discretion, obtain and maintain policies of insurance, to the extent permitted by law, to insure themselves, the Trust Fund as such, as well as Employees or agents of the Trustees and of the Trust Fund, while engaged in business and related activities for and on behalf of the Trust Fund:

- a) with respect to liability to others as a result of acts, errors or omissions of such Trustee or Trustees, Employees or agents, respectively, provided such insurance policy shall provide recourse by the insurer against Trustees as may be required by law, and
- b) with respect to injuries received or property damage suffered by them.

The cost of the premiums for such policies of insurance shall be paid out of the Trust Fund.

Section 5.13 INFORMATION TO PARTICIPANTS AND BENEFICIARIES.

The Trustees shall provide participants and beneficiaries such information as may be required by law.

Section 5.14 ACCOUNTANTS. The Trustees shall engage one or more independent, qualified public accounts to perform all services as may be required by applicable law and such other services as the Trustees may deem necessary. The costs incurred under this Section may be paid out of the Trust Fund.

Section 5.15 TRUSTEE REIMBURSEMENT. The Trustees shall be

entitled to reimbursement for the expenses properly and actually incurred in the performance of their duties with the Trust Fund, including, without limitation, attendance at meetings and other functions of the Board of Trustees, attendance at institutes, seminars, conferences or workshops for or on behalf of the Trust Fund. A Trustee may be paid directly from the Fund by way of reimbursement for the amount of actual wages that he has lost by reason of his performance of duties for the Trust Fund in accordance with any reasonable schedule for reimbursement which may be established by the Board of Trustees.

Section 5.16 REPORTS. The Board of Trustees shall make reports to and file such information with appropriate public authorities as may be required by applicable law.

Section 5.17 RECORDS OF TRUSTEE TRANSACTIONS. The Trustees shall keep true and accurate books of account and a record of all of their transactions and meetings (including actions taken at such meetings and by informal action of the Trustees) which records and books shall be audited at least annually by a certified public accountant. A copy of each audit report shall be furnished to the Association and the Union and shall be available for inspection by interested persons at the principal office of the Trustees and the respective offices of the Professional Administrator and the Union at reasonable times and after reasonable notice.

Section 5.18 CONSTRUCTION AND DETERMINATION BY TRUSTEES. Subject to the stated purposes of the Fund and the provisions of this

Agreement, the Trustees shall have full and exclusive authority to determine all questions of coverage and eligibility, methods of providing or arranging for benefits and all other related matters. They shall have full power to construe the provisions of this Agreement, the terms used herein and the by-laws and regulations issued thereunder. Any such determination and any such construction adopted by the Trustees in good faith shall be binding upon all of the parties hereto and the Beneficiaries hereof.

No questions or disputes arising under this Trust Agreement shall be subject to the grievance or arbitration procedure established in any collective bargaining agreement between the Employers and the Union, provided, however, that this clause shall not affect the rights and liabilities of any of the parties under any of such collective bargaining agreements.

Section 5.19 LIABILITY. The Trustees, to the extent permitted by applicable law, shall incur no liability in acting upon any instrument, application, notice, request, signed letter, telegram or other paper or document believed by them to be genuine, to contain a true statement of facts, and to be signed by the proper person.

#### Section 5.20 RELIANCE ON WRITTEN INSTRUMENTS.

a) By Trustees. Any Trustee, to the extent permitted by applicable law, may rely upon any instrument in writing purporting to have been approved by a majority of the Trustees and signed in accordance with Section 5.1 as conclusive evidence of the fact that a majority of the Trustees have taken the action stated to have been taken in such instrument. In any controversy, claim, demand, suit at law

or other proceeding between any participant or any other person and the Trustees, the Trustees shall be entitled to rely upon any facts appearing in the records of the Trustees, any instruments on file with the Trustees, with the Unions, with the Association or with any Employers, and any facts certified to the Trustees, by the Union, by the Association or by any Employer, any facts which are of public record and any other evidence pertinent to the issue involved.

#### b) By Others.

- i) No party dealing with the Trustees shall be obligated
  - a) To see the application to the stated Trust purposes of any funds or property of the Trust Fund; or
  - b) To see that the terms of this Trust Agreement have been complied with; or
  - c) To inquire into the necessity or expediency of any act of the Trustees.
- ii) Every instrument executed by the Trustees shall be conclusive evidence in favor of every person relying thereon
  - a) That at the time of execution of said instrument the Trust was in full force and effect,
  - b) That the instrument was executed in accordance with the terms and conditions of this Trust Agreement, and
  - c) That the signing Trustees were duly authorized and empowered to execute the instrument.
- c) Reliance on Counsel's Opinion. The Trustees may consult with legal counsel concerning any question which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement or the Trust hereby established. The written opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustees hereunder in good faith in accordance with the opinion of such counsel. The Trustees shall not be liable therefor to the extent permitted by ERISA or other applicable law.

Section 5.21 DISCHARGE OF LIABILITY. The receipt by the Trustees of any money or property or checks (after such checks

are honored at the bank and paid to the Trust Fund) shall discharge the person or persons paying or transferring the same to the extent of such payment or transfer.

Section 5.22 ESTABLISHMENT OF PLAN. The Trustees shall adopt a written plan with one or more named fiduciaries who, jointly and severally, shall have authority to control and manage the operation and administration of the Plan. Such Plan shall set forth the nature, amount duration, and conditions of receiving pension or other benefits to be provided to participants and beneficiaries. The Plan and any amendments thereto shall be signed by the Chairman and Secretary-Treasurer of the Trustees. Such Plan, including any amendments thereto, shall be for the exclusive benefit of participants and their beneficiaries and shall be established and maintained on a sound fiscal and actuarial basis and shall qualify under the Internal Revenue Code for the purposes of assuring the tax deductibility of the contributions of the Employer.

- a) The Trustees shall promulgate rules, regulations and procedure in order to carry out the provisions of the Plan, including by way of illustration and not limitation:
  - i) conditions of eligibility for participants and beneficiaries;
  - ii) schedules of type and amount of benefits to be paid;
  - iii) procedures for claiming benefits and for the distribution of benefits;
    - iv) a procedure for establishing and carrying out a funding policy;
    - v) any procedures for the allocation of responsibilities

for the operation and administration of the Plan;

vi) the basis on which payments are made to and from the Plan;

Such Plan shall at all times comply with all applicable laws.

- b) The Trustees shall agree by a majority vote of their total number to the Plan. This Plan and any amendments thereto, shall qualify under applicable provisions of the Internal Revenue Code, so that the Employers can receive tax deductions for their contributions to the Trust Fund.
- c) A copy of such Plan shall be adopted and filed by the Trustees as part of the records and minutes of the Trustees and one copy of such Plan shall be distributed to the Union, to the Association, and shall be made available to each of the contributing Employers, participants and their beneficiaries requesting such.

This Plan may be amended by Section 5.23 AMENDMENT OF PLAN. the Trustees at any time and from time to time provided that such amendments comply with the applicable sections of the then applicable Internal Revenue Code, provisions of the Agreement between the Employers and the Union authorizing the Pension Fund and the purposes as set forth in this Agreement and Declaration of Trust. A copy of each amendment of the Pension Plan shall be adopted and filed by the Trustees as part of the records and minutes of the Trustees, and copies thereof shall be distributed to the Union and the Association, and made available to the then currently contributing Employers and participants and their beneficiaries requesting such; provided, however, that in determining the contination, increase, or reduction of benefits under any existing Plan, the Trustees will apply accepted fiscal practices and will not reduce existing benefits unless required to do so by law or to preserve the economic integrity of the Fund and shall notify the Association and Union prior to the reduction of existing benefits.

#### ARTICLE VI

#### CONTROVERSIES AND DISPUTES

Section 6.1 SUBMISSION TO TRUSTEES. All questions or controversies of whatever character, arising in any manner or between any persons or entities in connection with the Trust Fund or the operation thereof, which are related to any claim for any benefit by any participant or any other person, shall, pursuant to Rules and Regulations adopted by the Trustees, be submitted to the Trustees, a committee of the Trustees, or an arbitration body if the Trustees so provide, and the decision of the Trustees, the committee or arbitration body shall be final and binding upon all persons dealing with the Trust Fund or Plan, or claiming benefits thereunder.

Section 6.2 SETTLING DISPUTES. The Trustees may, in their sole discretion, compromise or settle any claim or controversy in such manner as they think best, and any majority decision made by the Trustees in compromise or settlement of a claim or controversy, or any compromise or settlement agreement entered into by the Trustees, shall be conclusive and binding on all parties involved in this Trust.

#### ARTICLE VII

#### BENEFICIAL RIGHTS

Section 7.1 NO RIGHT, TITLE OR INTEREST OF EMPLOYERS. No Employer, Association, Union, Employee, participant, or beneficiary shall have any right, title or interest in or to the Trust Fund or any part thereof other than a benefit for which a participant or beneficiary is entitled under the terms and conditions set forth in the Plan. There shall be no prorata or other distributions of any of the assets of the Trust Fund as a result of any Union, Association or Group of Employees or Employers or participants and their beneficiaries, ceasing their participation in this Trust Fund for any purpose or reason except as required by law.

#### Section 7.2 LIMITATION UPON BENEFICIAL RIGHTS OF EMPLOYEES.

- A) All the benefits shall be free from the interference and control of any creditor, and no benefits shall be subject to any assignment or other anticipation, nor to seizure or to sale under any legal, equitable or any other process. In the event that any claim or benefit shall, because of any debt incurred by or resulting from any other claim or liability against any Employee, participant, or beneficiary, by reason of any sale, assignment, transfer, encumbrance, anticipation or other disposition made or attempted by said participant, beneficiary or Employee, or by reason of any seizure or sale or attempted sale under any legal, equitable or other process, or in any suit or proceeding, become payable, or he liable to become payable to any person other than the participant or beneficiary, no benefit shall be payable under the Pension Plan until such assignment, transfer, encumbrance, anticipation or other disposition, writ or legal process is cancelled or withdrawn in such manner as shall be satisfactory to the Trustees. til so cancelled or withdrawn, the Trustees shall have the right to use and apply the benefits as the Trustees may deem best, for such participant or beneficiary.
- b) Notwithstanding any provisions contained in this Sec-

tion to the contrary, no participant or beneficiary may assign pension benefits.

Section 7.3 OPTIONAL BENEFITS PROHIBITED. No Employee or participant shall have the right, privilege or option to receive, instead of the benefits provided hereunder,

- a) Any part of the contributions payable by Employers under this Trust Agreement;
- b) A cash consideration either upon termination of the plan or benefits provided hereunder or upon such Employee's or participant's withdrawal from coverage under this Fund, either voluntarily or through severance of employment with any particular Employer.

#### ARTICLE VIII

#### TERMINATION OF TRUST

Section 8.1 CONDITIONS OF TERMINATION. This Trust Agreement shall cease and terminate upon the happening of any or more of the following events:

- a) In the event the Trust Fund shall, in the opinion of the Trustees, be inadequate to carry out the intent and purpose of this Trust Agreement,
- b) In the event there are no individuals living who can qualify as Employees hereunder;
- c) In the event of termination by action of the Union, the Employers, and the Association;
- d) In the event of termination as may be otherwise provided by law.

Section 8.2 PROCEDURE IN EVENT OF TERMINATION. In the event of termination, the Trustees shall:

- a) make provision out of the Trust Fund for payment of any and all obligations of the Trust, including expenses incurred up to the date of termination of the Trust and the expenses incidental to such termination;
- b) arrange for a final audit and report of their transactions, and accounts, for the purpose of termination of their Trusteeship;
- c) apply the Trust Fund to pay any and all obligations of the Trust;
- d) distribute and apply any remaining surplus in such manner as will best effectuate the purposes of the Trust and the requirements of law; and
- e) give any notices and prepare and file any reports which may be required by law.

#### ARTICLE IX

#### MISCELLANEOUS

Section 9.1 LAW APPLICABLE. This Trust is created and accepted in the State of Ohio and all questions pertaining to the validity or construction of this Trust Agreement and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the State of Ohio, execpt as to matters governed by Federal Law.

Section 9.2 SAVINGS CLAUSE. Should any provision of this Agreement and Declaration of Trust be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely affect the other provisions herein contained or the application of said provisions to any other person or instance, unless such illegality shall make impossible the functioning of this Fund.

Section 9.3 OTHER EMPLOYERS AND THEIR EMPLOYEES MAY JOIN
THE PLAN. The Trustees may extend the coverage of this Trust
Agreement to such other parties and upon such terms and conditions as the Trustees shall determine, provided such parties are required to conform to the terms and conditions of this Trust
Agreement and to make the same rate of contributions required of the Employers herein for the same schedule of benefits. Such other Employers and their Employees shall have no right to participate in the appointment or replacement of Trustees.

Section 9.4 RECIPROCITY AGREEMENTS. The Trustees may, in

their sole discretion, enter into such reciprocity agreement or agreements with other Pension Funds as they determine to be in the best interests of the Trust Fund, provided that any such reciprocity agreement or agreements shall not be inconsistent with the terms of this Trust Agreement or to the collective bargaining agreements under which this Trust Agreement is maintained.

Section 9.5 MERGER. The Trustees shall have the power to merge with any other fund established for similar purposes as this Trust Fund under terms and conditions mutually agreeable to the respective Boards of Trustees, subject to the approval of the Union, Employers and the Association and provided that each participant in the Plan will receive benefits after the merger which are equal to or greater than the benefits which would have been received prior to the merger.

Section 9.6 JUDICIAL SETTLEMENTS. The Trustees shall be entitled, at any time, to have a judicial settlement of their accounts and to seek judicial protection by any action or proceeding they determine necessary and, further, to obtain a judicial determination or declaratory judgment as to any question of construction of this Trust Agreement or for instructions as to any discharge of their duties and obligations under, or in connection with the administration of, this Trust and as to the distribution of assets belonging to the Trust. Any such determination, decision, or judgment shall be binding upon all parties to, or claiming under, this Trust Agreement.

Section 9.7 WITHHOLDING PAYMENT. In the event any questions

or dispute shall arise as to the proper person or persons to whom any payments shall be made hereunder, the Trustees may withhold such payment until there shall have been made an adjudication of such question or dispute which, in the Trustees' sole judgment, is satisfactory to them, or until the Trustees shall have been fully protected against loss by means of such indemnification agreement or bond as they, in their sole judgment, determine to be adequate.

Section 9.8 QUALIFICATION OF TRUST PERSONNEL. No person shall serve as a Trustee, Professional Administrator, custodian, investment manager, or consultant to the Trust Fund or Plan or serve in any other capacity thereof whether as an agent, officer or employee, unless such person is eligible for service in accordance with Section 411 of ERISA.

Section 9.9 VESTING OF RIGHTS. No participant, beneficiary or Employee or other person shall have vested interest or right in the Trust Fund except as provided by the Trustees in conformance with the law.

Section 9.10 GENDER. Whenever any words are used in this Trust Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; and whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply and wherever any words are used in the plural, they shall also be construed to include

the singular.

Section 9.11 AMENDMENT TO TRUST AGREEMENT. The provisions of this Trust Agreement may be amended at any time by an instrument executed by the Union and the Association, provided, however, in no event shall the Trust Fund be used for any purpose other than the purposes set forth in this Trust Agreement, and for the purposes of paying the necessary expenses incurred in the administration of this Trust.

IN WITNESS WHEREOF, the Union, Association and the respective Trustees, have caused this Restated Agreement and Declaration of Trust to be executed this 18 day of Novem

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 265

CINCINNATI DIVISION, ASSOCIATED CONTRACTORS OF OHIO, INC.

MASON CONTRACTORS ASSOCIATION

PLASTERING AND LATHING CONTRACTORS ASSOCIATION

Authorized Officer

Pursuant to the provisions of the foregoing Restated Agreement and Declaration of Trust, we the undersigned Trustees do hereby accept said Trust and agree to abide by all of the terms

and conditions.

UNION TRUSTEE	EMPLOYER TRUSTEE	
Thursk ackson	Mains When	
AMOS JACKSON () (///	MARVIN H, POSE	<del></del>
Though Chambles =	-King C. Rice	
GEORGE E CHANDLER	KERRY RICE	
		•
William H Brooks	Ptu S. Strange	
WILLIAM BROOKS	PETER STRANGE	

### AMENDMENT NO. I TO THE AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST, LABORERS LOCAL NO. 265 PENSION FUND

#### Effective November 18, 1976

WHEREAS, a pension trust agreement known as the Restated Agreement and Declaration of Trust, Laborers Local No. 265 Pension Fund (the "Pension Agreement") is dated November 18, 1976, and is currently maintained; and

WHEREAS, certain changes have occurred in the makeup of the sponsoring parties and the Trust should be amended to reflect those changes under the definition of Association, and

WHEREAS, pursuant to authority contained in the Pension Trust Agreement Section 9.11 of the Pension Trust Agreement, the parties indicated below their desire to amend the Pension Trust Agreement so as to reflect specific authority to allow the Trustees of the Laborers Local No. 265 Pension Fund to engage in an investment with Barclay Global Investors, which specific authority is required by that Fund in the Trust language of any participating Pension d:

NOW THEREFORE, the parties indicated below hereby adopt, approve, and consent to said amendment effective \_\_\_\_\_\_\_\_, 2004 as follows:

#### **ARTICLE I**

#### **DEFINITIONS**

Section 1.3 – ASSOCIATION – The term "Association" as used in the Agreement shall mean the CINCINNATI DIVISION, ASSOCIATED CONTRACTORS OF OHIO, INC. as negotiating agent for its member employers of THE MASON CONTRACTORS ASSOCIATION, THE PLASTERING AND CEMENT MASONS ASSOCIATION formerly identified in the earlier Trust Agreement as THE PLASTERING AND LATHING CONTRACTORS ASSOCIATION.

#### <u>ARTICLE V</u>

APR 2 7 2004

#### POWERS AND DUTIES OF TRUSTEES

#### Section 5.5 Investments

- (b) <u>Delegation and Allocation of Investment Functions</u>.
  - iv) Notwithstanding any other provisions of this Trust, assets of this Trust may be invested in any collective investment fund or funds, including common and group trust funds presently in existence or hereafter established which are maintained by a bank or trust company supervised by a state or federal agency, notwithstanding that the bank or trust company is the Trustee, Investment Manager, or is otherwise a party-in-interest of the Plan. The assets so invested shall be subject to all the provisions of the instruments establishing such funds as they may be amended from time to time. Such instruments of group trusts as they may be amended from time to time are hereby incorporated and made a part of this Trust as if fully set forth herein. The combining of money and other

JUN 1 4 2004

assets of this Trust with money and other assets of other trusts and accounts in such fund or funds is specifically authorized.

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 265	EINCINNATI DIVISION, ASSOCIATED GENERAL CONTRACTORS OF OHIO.
THE PLASTERING AND CEMENT MASONS	MASON CONTRACTORS ASSOCIATION
By: Tury Milli	By: Teny M. Philly
Pursuant to the provisions of the foregoing Resta Trustees do hereby accept said Trust and agree to abide	ated Agreement and Declaration of Trust, we the undersigned by all of the terms and conditions.
UNION TRUSTEES:	EMPLOYER TRUSTEES:
Harry Richardson	Philip Neuman
Robert E. Richardson	Thomas E. Toman
John H. Phillips	David Langenheim

ments and Settings\thail\My Documents\FUNDS\LABORERS\PENSION\Current Plan\Amendment-Trust-2-17-04.doc

JUN 1 4 2004

# LABORERS PENSION TRUST RESTATED AGREEMENT AND DECLARATION OF TRUST DATED NOVEMBER 18, 1976

#### AMENDMENT NO. 2

In accordance with the authority reserved to the Union and the Association in Section 9.11 of the Declaration of Trust, the following amendment is adopted as of the 25 day of mach, 2008, effective immediately.

#### ARTICLE I

#### **DEFINITIONS**

Section 1.3 - ASSOCIATION. The term "Association" as used in this Agreement shall mean the LABOR RELATIONS DIVISION, CINCINNATI DIVISION, AGC of Ohio, Inc., ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., as negotiating agent for its member employers of LABORERS, THE MASON CONTRACTORS ASSOCIATION, THE PLASTERING AND LATHING CONTRACTORS ASSOCIATION and THE WRECKING CONTRACTORS ASSOCIATION, INC.

IN WITNESS WHEREOF, the Trustees have hereunto affixed their signatures this Z5 day of \_\_\_\_\_\_\_, 2008.

LABOR RELATIONS DIVISION, CINCINNATI DIVISION, AGC of Ohio, Inc., ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 265

UNION TRUSTEES

ASSOCIATION TRUSTEES

Today of Victory

OBERT E. RICHARDSON

JOHN H PHILLIPS

PHILIP NEUMANN

Thomas 2: 19

THOMAS E. TOMAN

DAX TO LANGENHEIM

## THIRD AMENDMENT TO THE RESTATED AGREEMENT AND DECLARATION OF TRUST LABORERS LOCAL NO. 265 PENSION FUND

#### <u>Preamble</u>

The Union and Association have previously adopted a Restated Agreement and Declaration of Trust ("Trust") with an effective date of November 1, 1976. Section 9.11 permits the Union and Association to amend the document for the best interest of participants and beneficiaries, consistent with the purposes of the Trust. In accordance with Section 9.11, the Union and Association have moved to amend the Trust to allow for the appointment of Alternate Trustees.

#### **Amendment**

Effective July 1, 2015, the Restated Agreement and Declaration of Trust shall be amended to add a new Section 3.17 to read as follows:

<u>Section 3.17 ALTERNATE TRUSTEES</u>. In addition to the regular Trustees addressed in Section 3.1 of this Article, the Union and the Association may each designate up to two (2) individuals to serve as Alternate Trustees. The purpose of the position of Alternate Trustee is to educate prospective Trustees in the administration and operation of the Fund. Consistent with this purpose and upon motion by the regular Trustees, the Fund may sponsor the Alternate Trustees' attendance at educational seminars. Alternate Trustees may receive reimbursement for expenses reasonably and necessarily incurred in furtherance of the purposes of this Restated Plan and Trust.

A. Unless the Alternate Trustee is needed to achieve a quorum, such person shall have no authority to vote on any matter related to the interpretation, application or administration of this Plan and Trust. Alternate Trustees shall have no authority to act as an agent of the Trust, nor may they exercise any power or authority not expressly granted herein. Any questions that may arise concerning the role, duties or responsibilities of the Alternate Trustee shall be resolved by majority vote of the regular Board. Any Alternate Trustee may be removed by the applicable sponsoring party on seven (7) days written notice to the Board.

B. In the event any regular Trustee is temporarily unable to perform their duties as Trustee, then either Appointing Party to the Trust may designate an Alternate Trustee to temporarily serve for the regular Trustee. The Alternate Trustee shall be cloaked with all the rights, powers and duties of a regularly appointed Trustee hereunder, and with like effect as if originally named Trustee.

IN WITNESS WHEREOF, the bargaining parties have set their hands this <u>18</u> day of <u>SEPTEMBER</u>, 2015.

LABOR RELATIONS DIVISION, CINCINNATI DIVISION, ACG OF OHIO INC., ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

LABORERS INTERNATIONAL UNION OF NORTH AMERICA LOCAL UNION NO. 265

LABOR RELATIONS DIVISION,

MASON CONTRACTORS ASSOCIATION

OF CINCINNATI, OHIO

#### FOURTH AMENDMENT TO THE

#### RESTATED AGREEMENT AND DECLARATION OF TRUST

#### LABORERS LOCAL NO. 265 PENSION FUND

#### **PREAMBLE**

The Union and Association have previously adopted a Restated Agreement and Declaration of Trust ("Trust") with an effective date of November 1, 1976. Section 9.11 permits the Union and Association to amend the document for the best interest of participants and beneficiaries, consistent with the purposes of the Trust. In accordance with Section 9.11, the Union and Association have moved to amend the Trust to give the authority to amend the Trust document to the Board of Trustees of the Pension Plan.

NOW, THEREFORE, BE IT RESOLVED that effective October 1, 2020, the Trust shall be amended as follows:

#### **AMENDMENT**

\* \* \* \*

Effective October 1, 2020, Article 9, Section 9.11, shall be amended to include the following subsection:

Section 9.11 AMENDMENT TO TRUST AGREEMENT. The provisions of this Trust Agreement may be amended at any time by the Board of Trustees, provided, however, in no event shall the Trust Fund be used for any purpose other than the purposes set forth in this Trust Agreement, and for the purposes of paying the necessary expenses incurred in the administration of this Trust.

\* \* \* \*

IN WITNESS WHEREOF, the bargaining parties have set their hands this 27th day of September, 2020.

LABOR RELATIONS DIVISION, CINCINNATI DIVISION, AGC OF OHIO INC., ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

Texas in Phillips

LABORERS INTERNATIONAL UNION OF NORTH AMERICA LOCAL UNION NO. 265

LABOR RELATIONS DIVISION,
MASON CONTRACTORS ASSOCIATION
OF CINCINNATI, OHIO

Teany M. Ph. L.

#### FIFTH AMENDMENT TO THE

### RESTATED AGREEMENT AND DECLARATION OF TRUST

#### LABORERS LOCAL NO. 265 PENSION FUND

#### **PREAMBLE**

The Board of Trustees has the authority to modify and amend the Restated Agreement and Declaration of Trust ("Trust") with an effective date of November 1, 1976. Section 9.11 permits the Board of Trustees to amend the document for the best interest of participants and beneficiaries, consistent with the purposes of the Trust. The Board of Trustees, after consultation with its administrator and professional advisors, finds it necessary to amend the Trust Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that effective December 9, 2020, the Trust shall be amended as follows:

#### **AMENDMENT**

\* \* \* \*

Effective December 9, 2020, Article 3, Section 3.11, shall be amended to include the following language:

Meetings may be held in person or, if necessary in the discretion of the Trustees, by telephone or videoconference. For meetings held in person, a Trustee may attend by telephone or videoconference if he is unable to attend due to illness, unavoidable conflict, or other reasonable cause.

\* \* \* \*

IN WITNESS WHEREOF, the Trustees have set their hands this 9<sup>th</sup> day of December, 2020.

UNION TRUSTEES	ASSOCIATION TRUSTEES
/s/ Anthony Brice ANTHONY BRICE	/s/ Philip Neumann PHILIP NEUMANN
/s/ Justin Phillips JUSTIN PHILLIPS	/s/ Tomas Toman THOMAS E. TOMAN
	/s/ Nick Weisbrod NICK WEISBROD

#### SIXTH AMENDMENT TO THE

#### RESTATED AGREEMENT AND DECLARATION OF TRUST

#### LABORERS LOCAL NO. 265 PENSION FUND

#### **PREAMBLE**

The Board of Trustees has the authority to modify and amend the previously adopted and Restated Agreement and Declaration of Trust ("Trust") with an effective date of November 1, 1976. Section 9.11 permits the Board of Trustees to amend the document for the best interest of participants and beneficiaries, consistent with the purposes of the Trust. The Board of Trustees, after consultation with its administrator and professional advisors, finds it necessary to amend the Trust Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that effective December 9, 2020, the Trust shall be amended as follows:

#### **AMENDMENT**

\* \* \* \*

Effective December 9, 2020, Article 5, Section 5.2, shall be amended to include the following subsection:

<u>Section 5.2 USE OF FUND FOR EXPENSES</u>. The Trustees shall have the power and authority to use and apply the Trust Fund to pay or provide for the payment of all reasonable and necessary expenses:

To pay reasonable expenses for professional services performed at the request of Trustees for work that would otherwise be considered settlor in nature, including plan design, merger, amendment, and termination.

\* \* \* \*

IN WITNESS WHEREOF, the Trustees have set their hands this 9<sup>th</sup> day of December, 2020.

UNION TRUSTEES	ASSOCIATION TRUSTEES
/s/ Anthony Brice	/s/ Philip Neumann
ANTHONY BRICE	PHILIP NEUMANN
/s/ Justin Phillips	<u>/s/ Tomas Toman</u>
JUSTIN PHILLIPS	THOMAS E. TOMAN
	/s/ Nick Weisbrod
	NICK WEISBROD

### Laborers Local No. 265 Pension Plan

Actuarial Valuation Report as of November 1, 2018

# CUNI, RUST & STRENK ACTUARIAL CONSULTING

August 13, 2019

Board of Trustees Laborers Local No. 265 Pension Plan

Dear Trustee:

We are pleased to present this Actuarial Valuation Report as of November 1, 2018 on the status of the Laborers Local No. 265 Pension Plan ("Plan"). Cuni, Rust & Strenk is an independent actuarial consulting firm engaged by the Board of Trustees to prepare this Report.

#### Reliance on Plan Administrator and Plan Auditor

In performing this Actuarial Valuation, we have relied on the Plan Administrator's and Plan Auditor's representations that the information that they have supplied, namely the participant data and annual Plan audit, is both accurate and complete. If this information is either inaccurate or incomplete, the results of this Actuarial Valuation could materially change.

#### **Experience**

Page 1 of the Report summarizes the results of this year's Actuarial Valuation and compares them to last year's results. During 2017-2018 the Plan experienced an actuarial loss of \$3,524,097, which was the result of a \$2,458,419 loss on the Plan's Actuarial Value of Assets and a \$1,065,678 loss on the Plan's Accrued Liability. The development of the actuarial loss can be found on pages 4 and 5.

#### **Asset Returns**

Page 2 summarizes the financial position of the Plan's assets as of October 31, 2018, while page 3 shows the development of the Actuarial Value of Assets used to determine the minimum funding requirements, the Pension Protection Act of 2006 (PPA) funded percentage, and the maximum deductible contribution.

As of the valuation date the Actuarial Value of Assets was \$48,501,556 and the Market Value of Assets was \$45,434,934. Relative to last year, the Actuarial Value decreased by \$4,960,168, while the Market Value decreased by \$5,346,000. The difference between the changes in Market and Actuarial Value is attributable to the smoothing method used to calculate the Actuarial Value of Assets. The approximate 2017-2018 annual return on the Market Value of Assets was 0.9%, which was well below the assumed rate of return of 6.5%.

#### **Minimum and Maximum Contributions**

Pages 6 through 12 develop the maximum tax deductible and minimum required contributions for the Plan Year ending October 31, 2019. The maximum contribution that can be made for the year and claimed as a deduction by contributing employers is \$166,735,051, while the minimum required contribution is \$0 due to the Plan's Funding Standard Account Credit Balance of \$7,605,161, which is developed on page 9.

As of November 1, 2018, the Plan is projected to have a funding deficiency in 2020. This means in 2020 the projected minimum required contribution would exceed that year's anticipated employer contributions.

Board of Trustees Laborers Local No. 265 Pension Plan August 13, 2019 Page 2

#### **Amortization Base Extension**

The Plan has received an automatic 5-year amortization extension of its eligible minimum required contribution charge bases under IRC § 431(d)(1). Therefore, this Report reflects the 5-year amortization extension on charge bases established before November 1, 2014.

#### Withdrawal Liability

Page 13 develops the present value of vested accrued benefits at the Current Liability interest rate used to calculate the Plan's Employer Withdrawal Liability. Because the Plan's Vested Accrued Benefit Liability exceeds the Plan's Market Value of Assets, any employer withdrawing from the Plan should be assessed Withdrawal Liability.

#### **ASC 960 Audit Values**

Page 14 shows the present value of accumulated Plan benefits as of October 31, 2018, along with the changes in these liabilities when compared with last year. This information is disclosed each year in the Plan's ASC 960 audit. As of October 31, 2018, the present value of accumulated Plan benefits amount to \$106,106,764, while assets available to pay these benefits equal \$45,434,934.

#### Assessment and Disclosure of Risk (ASOP 51)

The valuation results developed in this Report are dependent on the specific assumptions disclosed herein which are either selected by the actuary or prescribed by the IRS. We make every effort to predict future Plan experience based on our professional judgement, past experience, and insight about future Plan or economic conditions. Deviations in the Report results should be expected and the Plan can face significant risks associated with these deviations. Those risks might include (but not be limited to) asset return, longevity, regulatory, and demographic risk. When we believe additional calculations of the risk impact on the financial condition of the Plan are warranted, we will consult with the Plan Sponsor and recommend additional studies as needed. Page 15 summarizes and measures some of these risks.

#### Pension Protection Act of 2006 (PPA) Funding Status

The Plan is Critical and Declining and is operating under a forestall insolvency Rehabilitation Plan. As of November 1, 2018, the Plan was certified to be meeting the annual standards required under its Rehabilitation Plan. This Report confirms the Plan's 2018 PPA status certification that was completed earlier this year.

#### **Participant Information**

Page 16 shows the changes in the number of participants included in this year's valuation when compared to last year. We see that the total number of actives decreased by 5 participants during the 2017-2018 Plan Year. Page 17 shows the age and service distribution for active participants while pages 18 through 21 show the age and benefit distributions of the various classes of inactive participants. Page 22 shows the age and benefit distribution of 2017-2018 Plan Year benefit commencements while page 23 shows the age and benefit distribution of approaching retirements.

Board of Trustees Laborers Local No. 265 Pension Plan August 13, 2019 Page 3

#### **Summary of Hours Worked and Plan History**

Page 24 provides a historical summary of Plan Year annual employer contributions, average contribution rates, and approximate hours worked. Pages 25 and 26 contain a summary of the Plan's asset history. Included are the contributions, benefit payments, administrative expenses, asset returns, and asset return and cash flow percentages on the Plan's Market Value of Assets since 1984.

#### **Plan Provisions and Actuarial Assumptions**

Pages 27 through 29 outline the Plan Provisions while pages 30 through 33 summarize the Actuarial Assumptions and Methods used for this year's valuation. There were no changes to the Plan Provisions this year.

Assumption changes include updating the mortality projection scale and payment election assumption, the hours worked assumption changed and expense load was increased. These changes were made to better anticipate future Plan experience. Lastly, the Current Liability mortality and interest rates were changed as mandated by the IRS.

#### **Audit Information**

The purpose of this Report is to determine the minimum and maximum deductible employer contribution requirements for the Plan Year, provide information to be used in the preparation of governmental filings, actuarial certifications, and provide information for the Plan Auditor. This Report is prepared for the sole use of the Board of Trustees. Reliance on this Report for other than the above stated purposes may put the relying Entity at risk of being misled because of confusion or failure to properly interpret the results contained herein.

#### **Actuarial Certification**

We hereby certify that this Report presents fairly the actuarial position of the Laborers Local No. 265 Pension Plan as of November 1, 2018. The mortality table and interest rate used to calculate Current Liability is mandated by the IRS. In our opinion, all other assumptions used to determine the Plan's liabilities and costs are individually reasonable based on Plan experience and represent our best estimate of anticipated future experience under the Plan. This valuation has been performed in accordance with generally accepted actuarial principles and practices and the undersigned meet the qualification standards of the American Academy of Actuaries necessary to render an actuarial opinion.

Respectfully submitted,

CUNI. RUST & STRENK

Jason C. Birkle, EA, MAAA, ASA

Lead Actuary

Randall N. Smith, EA, MAAA

Randall N. Juntl

**Consulting Actuary** 

### **Table of Contents**

Summary of Valuation Results			
Plan Assets			
Receipts and Disbursements	2		
	2		
Development of Actuarial Value of Assets	3		
Actuarial Experience			
Actuarial (Gain)/Loss	4		
Accrued Liability and Assets	5		
Determination of the Full Funding Limitations	6		
Maximum Deductible Contribution			
Net Limit Adjustment	7		
Development of Maximum Deductible Contribution	8		
Minimum Required Contribution			
Funding Standard Account Balance	9		
Charge Base Amortization Schedule	10		
Credit Base Amortization Schedule	11		
Net Amortization Schedule	11		
Development of Minimum Required Contribution	12		
Unfunded Vested Accrued Benefits	13		
Present Value of Accumulated Plan Benefits (ASC 960)	14		
Assessment and Disclosure of Risk (ASOP 51)	15		
Appendix			
Participant Information	16		
Approximate Hours Worked by Plan Year	24		
Summary of Plan Asset History	25		
Summary of Plan Provisions	27		
Actuarial Assumptions and Methods	30		

## **Summary of Valuation Results**

1	N. J. CD C.	Nove	ember 1, 2017	Nove	ember 1, 2018
1.	Number of Participants		200		202
	a. Active Participants		288 307		283 316
	<ul><li>b. Vested Terminated Participants</li><li>c. Retirees and Beneficiaries</li></ul>		733		722
			1,328		1,321
	d. Total: $[(a) + (b) + (c)]$		1,326		1,321
2.	Normal Cost				
	a. For Benefits	\$	401,030	\$	176,784
	b. For Expenses		500,000		510,000
	c. Total: $[(a) + (b)]$	\$	901,030	\$	686,784
3.	Accrued Liability				
	a. Active Participants	\$	12,114,649	\$	12,383,414
	b. Vested Terminated Participants		18,530,198		18,320,910
	c. Retirees and Beneficiaries		68,296,928		67,748,114
	d. Total: $[(a) + (b) + (c)]$	\$	98,941,775	\$	98,452,438
4.	Normal Cost / Accrued Liability Interest Rate		6.5%		6.5%
5.	Asset Values				
	a. Market Value	\$	50,780,934	\$	45,434,934
	b. Actuarial Value	\$	53,461,724	\$	48,501,556
	c. Market Value Asset Return		11.7%		0.9%
	d. Cash Flow Percentage		(11.0%)		(12.7%)
	e. Prior Year Contributions	\$	2,069,089	\$	1,961,803
6.	Real Amounts				
	a. Unfunded Liability: [(3)(d) - (5)(a)]	\$	48,160,841	\$	53,017,504
	b. Funded Ratio: [(5)(a) ÷ (3)(d)]		51%		46%
7.	Hourly Amounts				
	a. Approximate Hours Worked		379,675		357,618
	b. Average Contribution Rate: $[(5)(e) \div (a)]$		\$5.45		\$5.49
	c. Normal Cost: $[(2)(c) \div (a)]$		<u>2.37</u>		<u>1.92</u>
	d. Unfunded Liability Payment: [(b) - (c)]		\$3.08		\$3.57
	e. Interest on Unfunded Liability: $[(4) \times (6)(a) \div (a)]$		<u>8.25</u>		<u>9.64</u>
	f. Reduction in Unfunded Liability: [(d) - (e)]		(\$5.17)		(\$6.07)
8.	PPA Information		Critical &		Critical &
	a. Status		Declining		Declining
	b. Funded Percentage: $[(5)(b) \div (3)(d)]$		54%		49%
	c. Projected Funding Deficiency		2020		2020
	d. Projected Year of Insolvency		2029		2028

### Plan Assets: Receipts and Disbursements

Market Value of Assets as of November 1, 2017	\$ 50,780,934
Receipts:	
Employer Contributions \$ 1,961,803	
Interest and Dividends 1,258,219	
Net Appreciation/(Depreciation) (753,078)	
Investment Fees (60,187)	
Other Income 546	
TOTAL RECEIPTS	\$ 2,407,303
Disbursements:	
Benefits Paid \$ 7,241,603	
Administrative Expenses 506,710	
Tax Levies and Penalties 4,990	
TOTAL DISBURSEMENTS	\$ 7,753,303
Excess of Receipts over Disbursements	\$ (5,346,000)
	· ,
Market Value of Assets as of October 31, 2018	\$ 45,434,934

### **NOTES:**

The approximate return for the Plan Year ending October 31, 2018 was 0.9%.

The Plan's negative cashflow was 12.7% of the Plan's Market Value of Assets as of October 31, 2018.

## Plan Assets: Development of Actuarial Value of Assets

1. Market Value as of November 1, 2017	\$ 50,780,934
2. Net Additions a. Employer Contributions b. Benefit Payments c. Administrative Expenses d. Total: [(a) + (b) + (c)]  \$\frac{1,961,803}{(7,241,603)}\$ \$\tag{(511,700)}\$	\$ (5,791,500)
3. Expected Investment Income a. On Market Value b. On Employer Contributions c. On Benefit Payments d. On Expenses e. Total: [(a) + (b) + (c) + (d)]  \$ 3,300,761  \$ 62,755  (231,647)  (16,368)	\$ 3,115,501
4. Expected Market Value as of October 31, 2018	\$ 48,104,935
5. Actual Market Value as of November 1, 2018	\$ 45,434,934
6. Net Gain/(Loss) for the 2017-2018 Plan Year: [(5) - (4)]	\$ (2,670,001)
7. Determination of Unrecognized Gain/(Loss):	
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	furecognized Gain/(Loss) (2,136,001) 1,481,892 (1,070,898) (1,341,615) 0 (3,066,622)
8. Preliminary Actuarial Value of Assets: [Actual Market Value as of October 31, 2018 less Unrecognized Gain/(Loss)]	\$ 48,501,556
9. Actuarial Value of Assets: [(8), but not less than 80% or greater than 120% of Market Value]	\$ 48,501,556
10. Recognized Gain/(Loss)	\$ (8,354,225)

**NOTE:** The approximate return on Actuarial Value of Assets is 1.6%.

## Actuarial Experience: Actuarial (Gain)/Loss

1. Unfunded Accrued Liability as of November 1, 2017		
a. Accrued Liability	\$	98,941,775
b. Actuarial Value of Assets		53,461,724
c. Unfunded Accrued Liability: [(a) - (b), not less than \$0]	\$	45,480,051
2. 2017 Normal Cost	\$	901,030
3. 2017 Contributions	\$	1,961,803
4. Interest at 6.50% to October 31, 2018	\$	2,952,015
5. Expected Unfunded Accrued Liability Prior to Plan, Method	Ф	45 251 202
and/or Assumption Change: $[(1)(c) + (2) - (3) + (4)]$	\$	47,371,293
6. Increase/(Decrease) in Unfunded Accrued Liability due to Plan, Method and/or Assumption Change	\$	(944,508)
Method and of Assumption Change	Ψ	(544,500)
7. Expected Unfunded Accrued Liability as of October 31, 2018: [(5) + (6)]	1 \$	46,426,785
7. Expected circulated recorded Elability as of Schools 31, 2010. [(5)	ı	10,120,703
8. Actual Unfunded Accrued Liability as of October 31, 2018		
a. Accrued Liability	\$	98,452,438
b. Actuarial Value of Assets		48,501,556
c. Unfunded Accrued Liability: [(a) - (b), not less than \$0]	\$	49,950,882
9. Actuarial (Gain)/Loss: [(8)(c) - (7)]	\$	3,524,097
( )	*	- /

## Actuarial Experience: Accrued Liability and Assets

1.	Accrued Liability Experience	
	a. Accrued Liability as of November 1, 2017	\$ 98,941,775
	b. 2017 Normal Cost	901,030
	c. 2017 Benefit Payments and Expenses	(7,753,303)
	d. Interest at 6.50% to October 31, 2018	 6,241,766
	e. Expected Accrued Liability as of November 1, 2018: [(a) + (b) + (c) + (d)]	\$ 98,331,268
	f. Actual Accrued Liability as of November 1, 2018 Prior to Changes	 99,396,946
	g. Accrued Liability (Gain)/Loss: [(f) - (e)]	\$ 1,065,678
	h. (Decrease)/Increase in Accrued Liability due to Plan, Method	
	and/or Assumption Changes	 (944,508)
	i. Accrued Liability as of November 1, 2018: [(f) + (h)]	\$ 98,452,438
2.	Actuarial Value of Assets (AVA) Experience	
	a. Actuarial Value of Assets as of November 1, 2017	\$ 53,461,724
	b. 2017 Benefit Payments and Expenses	(7,753,303)
	c. 2017 Contributions	1,961,803
	d. Expected Earnings at 6.50% to October 31, 2018	3,289,751
	e. Expected AVA as of November 1, 2018: $[(a) + (b) + (c) + (d)]$	\$ 50,959,975
	f. Actual AVA as of November 1, 2018 Prior to Method Change	48,501,556
	g. Actuarial Value of Assets (Gain)/Loss: [(e) - (f)]	\$ 2,458,419
	h. (Decrease)/Increase in AVA due to Method Change	0
	i. Actuarial Value of Assets after Method Change: [(f) + (h)]	\$ 48,501,556
3.	Total Actuarial (Gain)/Loss: $[(1)(g) + (2)(g)]$	\$ 3,524,097

## **Determination of the Full Funding Limitations**

		IRC §404 <u>Maximum</u>		IRC §412 Minimum	
1.	Accrued Liability Basis	•		•	
	a. Estimated End of Year Accrued Liability	\$	97,885,792	\$	97,885,792
	b. Estimated End of Year Assets		40,690,725		32,591,229
	c. Accrued Liability Basis Full Funding Limit:				
	[(a) - (b), but not less than \$0]	\$	57,195,067	\$	65,294,563
2.	Current Liability Basis  a. Estimated End of Year Current Liability  b. Estimated End of Year Assets	\$	150,479,472 43,936,210	\$	150,479,472 43,936,210
	c. Current Liability Full Funding Limit: [{90% of (2)(a)} - (2)(b), but not less than \$0]	\$	91,495,315	\$	91,495,315
3.	Full Funding Limitation: [Greater of (1) and (2)]	\$	91,495,315	\$	91,495,315

## **Maximum Deductible Contribution: Net Limit Adjustment**

				11/1/2018
Date		Initial	11/1/2018	Net Limit
<b>Established</b>	Type	Balance	Balance	_Adjustment_
11/01/2018	Fresh Start	\$ 49 950 882	\$ 49 950 882	\$ 6,524,321

## **Development of Maximum Deductible Contribution**

1.	Normal Cost plus 10-Year Amortization		
	a. 2018 Normal Cost	\$	686,784
	b. Net Limit Adjustment		6,524,321
	c. Interest on (a) and (b) to October 31, 2019		468,722
	d. Total as of October 31, 2019: $[(a) + (b) + (c)]$	\$	7,679,827
	Minimum Required Contribution  Full Funding Limitation at October 31, 2019	\$ \$	0 91,495,315
4.	Contribution Necessary to Fund 140% of Current Liability		
	a. Estimated End of Year Current Liability	\$	150,479,472
	b. Estimated End of Year Assets		43,936,210
	c. Contribution to Fund 140% of Current Liability: [{140% of (a)} - (b)]	\$	166,735,051
5.	Maximum Deductible Contribution for Fiscal Year 2019:	¢	166,735,051
	[Greater of $\{\text{the lesser of }(1)(d) \text{ and }(3)\}, (2) \text{ and }(4)(c)$ ]	Ф	100,/33,031

## Minimum Required Contribution: Funding Standard Account Balance

	a. Funding Deficiency as of October 31, 2017	\$ 0
	b. Normal Cost as of November 1, 2017	901,030
	c. Amortization Charges	8,260,000
	d. Interest to October 31, 2018	 595,467
	e. Total Charges	\$ 9,756,497
2.	Credits	
	a. Credit Balance as of October 31, 2017	\$ 10,793,073
	b. Employer Contributions for the 2017 Plan Year	1,961,803
	c. Amortization Credits	3,607,960
	d. Interest to October 31, 2018	998,822
	e. Full Funding Credit	0
	f. Total Credits	\$ 17,361,658
3.	Funding Standard Account Balance as of October 31, 2018	\$ 7,605,161

## **Minimum Required Contribution: Amortization Schedule**

### Charge Bases:

Date		Initial	Rem.		11/1/2018
<b>Established</b>	Type	Balance	<u>Years</u>	Payment_	Balance
11/01/1990	Amendment	\$ 1,968,452	7	\$ 95,847	\$ 559,840
11/01/1991	Amendment	3,136,069	8	162,548	1,054,051
11/01/1992	Amendment	2,544,925	9	138,522	981,947
11/01/1994	Amendment	4,717,987	11	268,354	2,197,508
11/01/1995	Amendment	2,985,546	12	178,320	1,549,432
11/01/1996	Amendment	4,906,520	13	299,340	2,741,567
11/01/1996	Assumption	805,643	13	49,151	450,158
11/01/1997	Amendment	4,970,442	14	308,693	2,963,371
11/01/1998	Amendment	3,785,071	15	238,649	2,389,789
11/01/1999	Amendment	84,298	16	5,384	56,004
11/01/2001	Assumption	4,003,592	18	260,985	2,899,688
11/01/2002	Assumption	65,838	19	4,327	49,469
11/01/2006	Cost Method	9,318,928	3	419,016	1,181,886
11/01/2007	Amendment	418,241	24	28,250	360,755
11/01/2008	Asset Loss	16,777,129	19	1,239,679	14,172,587
11/01/2008	Assumption	177,865	10	13,433	102,848
11/01/2009	Asset Loss	3,438,969	19	256,805	2,935,910
11/01/2009	Assumption	234,420	11	18,262	149,544
11/01/2009	Cost Method	717,669	6	55,456	285,912
11/01/2010	Asset Loss	3,658,002	19	276,312	3,158,935
11/01/2010	Assumption	901,590	12	72,049	626,038
11/01/2011	Asset Loss	7,474,933	19	571,720	6,536,173
11/01/2011	Assumption	1,773,170	13	144,739	1,325,628
11/01/2012	Assumption	928,875	14	77,185	740,960
11/01/2014	Assumption	200,893	11	20,126	164,804
11/01/2014	Experience	3,836,746	11	384,369	3,147,537
11/01/2015	Assumption	9,597,274	12	958,401	8,327,584
11/01/2015	Experience	4,975,841	12	496,896	4,317,554
11/01/2016	Assumption	2,722,907	13	271,914	2,490,390
11/01/2016	Experience	4,106,634	13	410,096	3,755,954
11/01/2017	Experience	5,359,125	14	535,172	5,137,510
11/01/2018	Experience	3,524,097	15	351,922	3,524,097
	Total Charges			\$ 8,611,922	\$ 80,335,430

## **Minimum Required Contribution: Amortization Schedule**

### **Credit Bases:**

Date			Initial	Rem.			11/1/2018
<b>Established</b>	Type		Balance	<u>Years</u>		Payment	 Balance
11/01/1991	Assumption	\$	3,542,066	3	\$	273,248	\$ 770,728
11/01/1994	Assumption		1,661,259	6		122,550	631,833
11/01/1996	Amendment		21,374	8		1,617	10,481
11/01/1998	Assumption		202,718	10		15,229	116,590
11/01/2006	Assumption		5,008,938	18		367,474	4,082,851
11/01/2007	Assumption		1,315,410	19		96,257	1,100,451
11/01/2007	Experience		1,908,062	4		196,012	715,146
11/01/2008	Amendment		4,201,471	5		429,934	1,902,801
11/01/2008	Experience		1,381,276	5		141,345	625,568
11/01/2009	Experience		9,730,729	6		991,977	5,114,315
11/01/2010	Experience		5,381,941	7		546,631	3,192,877
11/01/2011	Experience		1,071,777	8		108,468	703,362
11/01/2012	Experience		504,665	9		50,897	360,792
11/01/2013	Experience		253,579	10		25,487	195,136
11/01/2017	Amendment		1,324,031	14		132,220	1,269,279
11/01/2017	Assumption		1,087,646	14	108,614		1,042,669
11/01/2018	Assumption		944,508	15		94,320	 944,508
	Total Credits				\$	3,702,280	\$ 22,779,387
1.	Net Amortization						\$ 57,556,043
2.	Credit Balance					\$ 7,605,161	
3.	Balance Test: [(1) - (2)]					\$ 49,950,882	
4.	Unfunded Accrue	d Li	ability:				
	a. Accrued Liabi		-				\$ 98,452,438
	b. Actuarial Valu	•	f Assets				48,501,556
	c. Unfunded Accrued Liability: [(a) - (b)]						\$ 49,950,882

### **Development of Minimum Required Contribution**

### 1. Charges

- a. Funding Deficiency as of October 31, 2018
- \$ 0

b. Normal Cost for the 2018 Plan Year

686,784

c. Amortization Charges

8,611,922

d. Interest to October 31, 2019

604,416

e. Total Charges as of October 31, 2019:

$$[(a) + (b) + (c) + (d)]$$

\$ 9,903,122

### 2. Credits

a. Credit Balance as of October 31, 2018

\$ 7,605,161

b. Amortization Credits

3,702,280

c. Interest to October 31, 2019

734,984

d. Full Funding Credit

0

e. Total Credits as of October 31, 2019:

$$[(a) + (b) + (c) + (d)]$$

\$ 12,042,425

3. Preliminary Minimum Required Contribution:

$$[(1)(e) - (2)(e)$$
, but not less than \$0]

\$ 0

- 4. Full Funding Limitation
  - a. Based on 100% of Accrued Liability

\$ 65,294,563

b. Based on 90% of RPA '94 Current Liability

\$ 91,495,315

c. Full Funding Limitation: [Larger of (a) and (b)]

\$ 91,495,315

5. Minimum Required Contribution payable October 31, 2019:

[Minimum of (3) and (4)(c)]

0

\$

### **Unfunded Vested Accrued Benefits at the Current Liability Interest Rate**

1. Value of Vested Accrued Benefits

a.	For Active Participants	\$ 21,488,997
b.	For Vested Terminated Participants	32,081,720
c.	For Retirees and Beneficiaries	91,307,326

d. Total: [(a) + (b) + (c)] \$ 144,878,043

2. Market Value of Assets \$ 45,434,934

3. Value of Unfunded/(Overfunded) Vested Accrued Benefits: [(1)(d) - (2)] \$ 99,443,109

### Present Value of Accumulated Plan Benefits (ASC 960)

	October 31, 2017	October 31, 2018
1. Present Value of Accumulated Vested Benefits		
a. Active Participants	\$ 13,402,652	\$ 13,595,798
b. Vested Terminated Participants	20,761,811	20,455,308
c. Retirees and Beneficiaries	72,430,402	71,839,027
d. Total: $[(a) + (b) + (c)]$	\$ 106,594,865	\$ 105,890,133
2. Accumulated Non-Vested Benefits	\$ 192,439	\$ 216,631
3. Total Accumulated Benefits: [(1)(d) + (2)]	\$ 106,787,304	\$ 106,106,764
4. Net Assets Available for Benefits	\$ 50,780,934	\$ 45,434,934
5. Discount Rate	5.75%	5.75%

### <u>Changes in the Value of Accumulated Plan Benefits</u> <u>for the Plan Year Ending October 31, 2018</u>

1. Value of Accumulated Plan Benefits as of October 31, 2017:

a. Decrease in	Discount Period	\$ 5,934,984	
b. Plan Ameno	dment	0	
c. Assumption	Change	(1,055,492)	
d. Benefits Pa	id	(7,241,603)	
e. Plan Experi	ence and Benefit Accrual	 1,681,571	
f. Total Net In	crease/(Decrease):		
[(a) + (b) +	(c) + (d) + (e)		\$ (680,540

\$ 106,787,304

### Assessment and Disclosure of Risk (ASOP 51)

Actuarial Standard of Practice No. 51 requires an assessment and disclosure of the risk that the results of future actuarial valuations may differ significantly from the results of the current actuarial valuation. Future differences may be caused by asset returns that are lower than expected (Investment Risk), participants living longer than expected (Longevity Risk), a decline in future hours worked or a concentration of hours with a small number of employers (Contribution Risk), and asset declines that are not matched by declines in liabilities (Asset/Liability Mismatch Risk).

		November 1, 2017	November 1, 2018
1.	Plan Maturity Measures		
	a. Duration	9.9	9.8
	b. Ratio of Retirees to Actives	2.5	2.6
	c. Retiree Liability as a % of Total Liability	69.0%	68.8%
	d. Cash Flow Percentage	(11.0%)	(12.7%)

Duration measures approximately how much liabilities change with a 1.00% change in the interest rate used to calculate those liabilities. Duration can also be used as the number of years to amortize unfunded liabilities.

		November 1, 2017	November 1, 2018
2.	Actuarial Valuation Results		
	a. Real Funded Ratio	51%	46%
	b. Unfunded Liability	\$48,160,841	\$53,017,504
	c. Hours Worked	379,675	357,618
	d. Market Value Asset Return	11.7%	0.9%
	e. Average Hourly Contribution Rate	\$5.45	\$5.49
3.	100% Funded Average Hourly Contribution Rates		
	a. Valuation Assumptions	\$19.01	\$21.63
	b. Interest Rate Reduced to 5.50% (Investment Risk)	\$22.12	\$24.76
	c. 10% Mortality Improvement (Longevity Risk)	\$19.92	\$22.56
	d. Decline in Future Hours Worked (Contribution Risk)	\$21.23	\$22.75

The 100% funded average hourly contribution rates are the amounts needed for the Plan to be 100% funded by the end of the Plan's duration period. The hours decline assumes future hours worked of 340,000 per year.

		November 1, 2017	November 1, 2018
4.	Top Employer Concentration (Contribution Risk)		
	a. Top Five	40.0%	41.7%
	b. Top Ten	62.0%	62.5%

Top employer contributions as a percentage of the Plan's total contributions. Contributions are net of reciprocity.

## Plan Participant Summary

	Actives	Vested <u>Terms</u>	Service Retirees	Disability Retirees	Beneficiaries	<u>Total</u>
As of November 1, 2017	288	307	434	129	170	1,328
Deaths during the Year						
a. with Beneficiary	0	0	(6)	(2)	8	0
b. without Beneficiary	(1)	0	(12)	(3)	(12)	(28)
Retired during the Year	(6)	(7)	11	1	1	0
Partial Pension Provisions	0	0	3	0	0	3
QDRO Filed during the Year	0	0	0	0	0	0
Became Inactive						
a. with Vesting	(32)	32	0	0	0	0
b. without Vesting	(35)	0	0	0	0	(35)
Returned to Work	36	(15)	0	0	0	21
New Entrants	34	0	0	0	0	34
Lump Sum Distributions	0	0	0	0	0	0
Data Corrections	(1)	(1)	1	(1)	0	(2)
As of November 1, 2018	283	316	431	124	167	1,321
Fully Vested Participants	165	316	431	124	167	1,203
Not Vested Participants	118	0	0	0	0	118
Total as of November 1, 2018	283	316	431	124	167	1,321

### **Total Years of Service**

Age										
<u>Group</u>	<u>&lt; 1</u>	<u>1-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25-29</u>	<u>30-34</u>	<u>35 +</u>	<u>Total</u>
< 19	0	0	0	0	0	0	0	0	0	0
20-24	0	3	0	0	0	0	0	0	0	3
25-29	0	11	0	1	0	0	0	0	0	12
30-34	0	32	10	0	0	0	0	0	0	42
35-39	0	21	10	10	2	0	0	0	0	43
40-44	0	16	7	4	8	3	0	0	0	38
45-49	0	7	4	11	3	1	1	0	0	27
50-54	0	13	10	9	4	7	5	3	0	51
55-59	0	11	6	7	7	5	9	1	0	46
60-64	0	3	2	3	2	3	2	1	1	17
65-69	0	1	1	0	0	0	0	0	0	2
70 +	0	0	0	0	0	0	0	0	2	2
Total	0	118	50	45	26	19	17	5	3	283

Average Age:	45.6	Years	(Last Year: 45.8)	, ]
Average Expected Lifetime:	83.2	Years	(Last Year: 83.3)	)
Average Service:	12.4	Years	(Last Year: 12.8)	,

There are 10 participants without a date of birth who are assumed to be age 30 at date of hire.

## **Terminated Vested Participants as of November 1, 2018**

Age	Number	Monthly	Monthly Benefit		
<u>Group</u>	of Lives	Total	A	erage	
< 20	0	\$ 0	\$	0	
20-24	0	0		0	
25-29	0	0		0	
30-34	6	1,599		267	
35-39	32	13,395		419	
40-44	31	14,165		457	
45-49	40	27,590		690	
50-54	83	67,087		808	
55-59	79	71,034		899	
60-64	43	39,990		930	
65-69	2	537		269	
70 +	0	0		0	
Total	316	\$ 235,397	\$	745	
		Average Age		51.6	
	Average E	Expected Lifetime	•	83.1	

		Life Annuities	·	Joint & Survivor Annuities				
Age	Number	Monthly Benefit		Number	Monthly	Monthly Benefit		
<u>Group</u>	of Lives	Total	Average	of Lives	Total	Average		
< 50	0	\$ 0	\$ 0	0	\$ 0	\$ 0		
50-54	0	0	0	0	0	0		
55-59	13	16,992	1,307	19	20,578	1,083		
60-64	52	32,703	629	47	52,827	1,124		
65-69	46	43,080	937	52	55,078	1,059		
70-74	29	22,756	785	46	49,894	1,085		
75-79	28	20,977	749	29	24,135	832		
80-84	12	13,864	1,155	18	19,895	1,105		
85-89	15	16,330	1,089	10	8,635	864		
90 +	9	6,628	<u>736</u>	6	5,827	971		
Total	204	\$ 173,330	\$ 850	227	\$ 236,869	\$ 1,043		

Average Age:	71.3	Average Age:	70.7
Average Expected Lifetime:	86.0	Average Expected Joint Lifetime:	93.4

## **Disabled Participants as of November 1, 2018**

		Life Annuities		Joint	& Survivor Anı	nuities	
Age	Number	Monthly	Benefit	Number	Monthly	Monthly Benefit	
<u>Group</u>	of Lives	Total	Average	of Lives	Total	Average	
< 50	6	\$ 3,709	\$ 618	0	\$ 0	\$ 0	
50-54	9	4,357	484	0	0	0	
55-59	21	20,134	959	1	397	397	
60-64	28	21,557	770	4	3,850	963	
65-69	12	9,591	799	8	9,865	1,233	
70-74	11	11,239	1,022	6	6,980	1,163	
75-79	4	5,097	1,274	4	2,056	514	
80-84	6	6,119	1,020	1	449	449	
85-89	3	1,212	404	0	0	0	
90 +	0	0	0	0	0	0	
Total	100	\$ 83,015	\$ 830	24	\$ 23,597	\$ 983	

Average Age:	63.6	Average Age:	70.5
Average Expected Lifetime:	79.6	Average Expected Joint Lifetime:	92.4

## Beneficiary and Alternate Payee Participants as of November 1, 2018

Age	Number	Monthly Bene		fit
<u>Group</u>	of Lives	Total	Av	erage
< 50	3	\$ 682	\$	227
50-54	2	1,516		758
55-59	9	5,651		628
60-64	19	10,142		534
65-69	24	15,458		644
70-74	24	11,324		472
75-79	33	19,014		576
80-84	27	12,498		463
85-89	13	6,025		463
90 +	13	4,107		316
Total	167	\$ 86,417	\$	517

Average Age:	74.7
Average Expected Lifetime:	88.8

## Age Distribution of 2017-2018 Plan Year Benefit Commencements

Retirement	Number	Monthly	Benefit
<u>Age</u>	of Lives	Total	Average
< 50	0	\$ 0	\$ 0
50	0	0	0
51	0	0	0
52	0	0	0
53	0	0	0
54	0	0	0
55	3	2,399	800
56	0	0	0
57	0	0	0
58	1	397	397
59	1	805	805
60	1	196	196
61	0	0	0
62	4	2,843	711
63	2	1,815	908
64	2	1,702	851
65	2	780	390
66	0	0	0
67	0	0	0
68	0	0	0
69	0	0	0
70 +	0	0	0
Total	16	\$ 10,937	\$ 684

Average Age:	61.3
Average Expected Lifetime:	83.9

## Age Distribution of Approaching Retirements as of November 1, 2018

	1	Active Partici	pants		Vested Ter	ms		Total Particip	ants
		Monthly	Benefit		Monthly	Benefit		Monthly	Benefit
Age	No.	Total	Average	No.	Total	Average	No.	Total	Average
50	15	\$ 8,403	\$ 560	12	\$ 8,591	\$ 716	27	\$ 16,994	\$ 629
51	7	4,997	714	20	18,228	911	27	23,225	860
52	11	11,029	1,003	12	9,467	789	23	20,496	891
53	13	10,552	812	18	15,358	853	31	25,910	836
54	5	3,523	705	21	15,444	735	26	18,967	730
55	9	9,012	1,001	17	16,906	994	26	25,918	997
56	8	5,558	695	15	13,375	892	23	18,933	823
57	15	12,107	807	15	10,875	725	30	22,982	766
58	7	6,938	991	20	16,892	845	27	23,830	883
59	7	4,236	605	12	12,986	1,082	19	17,222	906
60	7	7,987	1,141	19	14,562	766	26	22,549	867
<b>6</b> 1	4	2,988	747	9	11,731	1,303	13	14,719	1,132
62	2	313	157	5	4,831	966	7	5,144	735
63	2	1,550	775	5	6,153	1,231	7	7,703	1,100
64	2	4,182	2,091	5	2,713	543	7	6,895	985
65	0	0	0	0	0	0	0	0	0
66	1	86	86	2	537	269	3	623	208
67	1	42	42	0	0	0	1	42	42
68	0	0	0	0	0	0	0	0	0
69	0	0	0	0	0	0	0	0	0
70 +	2	7,253	3,627	0	0	0	2	7,253	3,627
Total	118	\$100,756	\$ 854	207	\$178,649	\$ 863	325	\$279,405	\$ 860

## **Approximate Hours Worked by Plan Year**

Plan				Plan			
Year		Average	Approximate	Year		Average	Approximate
Ending	G . 1 .:	Contribution	Hours	Ending	G + 11 +:	Contribution	
<u>10/31</u>	Contribution		Worked	<u>10/31</u>	Contribution		Worked
1969	\$251,714	\$0.10	2,517,140	1998	\$1,653,027	\$1.60	1,024,588
1970	227,018	\$0.10	2,270,180	1999	1,831,827	\$1.80	1,052,992
1971	231,049	\$0.15	1,540,327	2000	1,970,517	\$1.90	1,079,351
1972	290,778	\$0.20	1,453,890	2001	1,943,727	\$1.90	1,014,240
1973	395,655	\$0.20	1,978,275	2002	2,125,436	\$1.90	1,089,400
1974	413,937	\$0.24	1,712,819	2003	2,357,867	\$1.90	1,224,319
1975	584,804	\$0.34	1,711,605	2004	2,116,404	\$1.90	1,105,259
1976	591,556	\$0.40	1,478,890	2005	2,207,813	\$1.90	1,154,016
1977	617,076	\$0.44	1,397,143	2006	2,264,806	\$1.94	1,153,444
1978	850,622	\$0.58	1,458,217	2007	1,557,435	\$2.04	730,858
1979	1,382,112	\$0.74	1,863,513	2008	1,419,803	\$2.10	660,209
1980	1,528,273	\$0.80	1,910,341	2009	1,213,425	\$2.27	506,934
1981	1,327,355	\$0.90	1,474,839	2010	1,217,670	\$2.67	456,626
1982	1,111,836	\$0.98	1,140,345	2011	1,365,823	\$3.17	431,242
1983	1,457,678	\$1.14	1,281,475	2012	1,764,033	\$3.50	504,614
1984	1,361,583	\$1.25	1,089,266	2013	1,355,384	\$3.73	363,634
1985	1,031,652	\$1.25	825,322	2014	2,013,998	\$4.22	477,810
1986	1,080,825	\$1.25	864,660	2015	1,967,028	\$4.57	430,608
1987	1,280,368	\$1.25	1,024,294	2016	1,991,568	\$4.97	400,623
1988	1,541,407	\$1.25	1,233,126	2017	2,069,089	\$5.45	379,675
1989	1,637,862	\$1.25	1,310,290	2018	1,961,803	\$5.49	357,618
1990	1,732,358	\$1.31	1,319,892				
1991	1,647,199	\$1.40	1,176,571				
1992	1,436,595	\$1.40	1,026,139				
1993	1,495,860	\$1.40	1,068,471				
1994	1,122,474	\$1.40	801,767				
1995	1,100,906	\$1.52	726,317				
1996	1,312,608	\$1.60	820,380				
1997	1,546,863	\$1.60	966,789				

## **Market Value Asset History (1984-2018)**

Plan						
Year			Plan Year	Plan Year	Market Value	Asset
Ending	Plan Year	Plan Year	Admin.	Investment	of Assets	Return
10/31	Contribution	Benefits Paid	Expenses	<u>Return</u>	at Year End	
1984	\$ 1,361,583	\$ 570,941	\$ 83,287	\$ 1,246,555	\$ 17,588,768	7.8%
1985	1,031,652	719,030	86,745	2,994,969	20,803,614	16.9%
1986	1,080,825	904,960	95,487	6,279,773	27,163,765	30.1%
1987	1,280,368	1,124,569	100,951	353,836	27,572,449	1.3%
1988	1,541,407	1,307,148	117,422	4,765,845	32,455,131	17.2%
1989	1,637,862	1,415,897	139,307	5,896,475	38,434,264	18.1%
1990	1,732,358	1,871,250	156,105	(1,745,239)	36,394,028	(4.6%)
1991	1,647,199	2,017,536	133,911	10,912,104	46,801,884	30.2%
1992	1,436,595	2,404,811	140,119	5,755,687	51,449,236	12.4%
1993	1,495,860	2,797,413	152,366	5,632,974	55,628,291	11.1%
1994	1,122,474	2,993,718	121,167	1,036,974	54,672,854	1.9%
1995	1,100,906	3,414,839	155,261	8,665,940	60,869,600	16.2%
1996	1,312,608	3,655,152	146,957	9,805,869	68,185,968	16.4%
1997	1,546,863	3,905,465	201,105	14,546,087	80,172,348	21.7%
1998	1,653,027	5,169,791	197,536	5,113,740	81,571,788	6.5%
1999	1,831,827	5,006,205	184,500	3,359,150	81,572,060	4.2%
2000	1,970,517	5,523,894	200,239	5,418,210	83,236,654	6.8%
2001	1,943,727	5,501,480	228,045	(8,083,571)	71,367,285	(9.9%)
2002	2,125,436	5,618,687	247,020	(1,324,674)	66,302,340	(1.9%)
2003	2,357,867	5,557,940	233,033	10,226,224	73,095,458	15.8%
2004	2,116,404	5,724,814	278,885	6,785,645	75,993,808	9.5%
2005	2,207,813	5,830,707	253,274	6,229,805	78,347,445	8.4%
2006	2,264,806	6,053,623	323,691	10,832,445	85,067,382	14.2%
2007	1,557,435	6,385,658	311,835	10,417,283	90,344,607	12.6%
2008	1,419,803	6,496,475	316,144	(24,771,762)	60,180,029	(28.3%)
2009	1,213,425	6,420,617	315,416	9,526,869	64,184,290	16.6%
2010	1,217,670	6,538,221	320,246	7,838,621	66,382,114	12.8%
2011	1,365,823	6,772,901	307,729	1,260,696	61,928,003	2.0%
2012	1,764,033	6,881,243	291,944	6,145,823	62,664,672	10.4%
2013	1,355,384	7,066,206	301,575	9,017,824	65,670,099	15.1%
2014	2,013,998	7,004,633	328,935	2,894,035	63,244,564	4.6%
2015	1,967,028	7,128,825	325,867	(2,166,802)	55,590,098	(3.6%)
2016	1,991,568	7,189,999	362,927	758,214	50,786,954	1.4%
2017	2,069,089	7,283,516	383,497	5,591,904	50,780,934	11.7%

## **Market Value Asset History (1984-2018)**

Totals	\$ 57,697,043	\$161,499,767	\$8,054,228	\$141,663,028		8.2%
2018	1,961,803	7,241,603	511,700	445,500	45,434,934	0.9%
10/31	Contribution	Benefits Paid	Expenses	Return	at Year End	<u>%</u>
Ending	Plan Year	Plan Year	Admin.	Investment	of Assets	Return
Year			Plan Year	Plan Year	Market Value	Asset
Plan						

### **Summary of Plan Provisions**

1. Effective Date: November 1, 1968.

2. Plan Year: November 1<sup>st</sup> through October 31<sup>st</sup>.

3. <u>Covered Employees</u>: All employees covered by the Local 265 Collective Bargaining Agreement.

4. Eligibility: 1,000 Hours of Service.

5. Year of Service: 1 Year of Service is granted for each Plan Year in

which 1,000 or more Hours of Service are worked with  $^{1}/_{10}$  of a year for each 100 hours less than 1,000.

### 6. Normal Retirement:

a. Eligibility Age 62 and 5<sup>th</sup> anniversary of Plan participation.

b. Monthly Benefit	Effective Date	Benefit Credit
	11/01/1968	4.350% of Contributions
	11/01/1976	\$1.00/100 Hours Worked
	11/01/1977	\$1.50/100 Hours Worked
	11/01/1979	\$1.75/100 Hours Worked
	11/01/1982	\$2.50/100 Hours Worked
	11/01/1983	2.240% of Contributions
	11/01/1985	2.552% of Contributions
	11/01/1987	2.650% of Contributions
	11/01/1988	2.915% of Contributions
	11/01/1994	2.500% of Contributions
	11/01/1999	2.300% of Contributions

03/01/2009

\$15.00/1,200 Hours Worked

### **Summary of Plan Provisions**

7. Early Retirement:

a. Eligibility Age 55 and 5 Years of Service.

b. Monthly Benefit Calculated as for Normal Retirement Actuarially

reduced from age 62.

8. Vested Retirement:

a. Eligibility 5 Years of Service.

b. Monthly Benefit Calculated as for Early or Normal Retirement.

9. Pre-Retirement Death:

a. Eligibility 5 Years of Service.

b. Monthly Benefit Calculated as for an age 55 Early Retirement

reflecting a 50% Joint & Survivor Annuity payment form with death immediately after Early Retirement.

10. Total & Permanent Disability:

a. Eligibility Social Security Disability Award with at least 1 Year

of Service in the past 2 Plan Years.

b. Monthly Benefit Calculated as for Normal Retirement Actuarially

reduced from age 62 and payable on the first of the month following Social Security disability

determination.

## **Summary of Plan Provisions**

11.	Employer Contributions:	Effective Date	Houriy Rate
		06/01/2015	\$4.90
		06/01/2016	\$5.30
12.	Actuarial Equivalency:	UP 1984 Mortality T	able at 7.00%.
13.	Payment Forms:		
	a. Normal	_	single participants and an lent 50% Joint & Survivor married participants.
	b. Optional	÷ -	nt 100%, 75%, or 66 <sup>2</sup> / <sub>3</sub> % Joint & QOSA) (with or without Pop-
14.	Changes Since Last Year:	None.	

### **Actuarial Assumptions and Methods**

1. Interest Rates:

a. Funding 6.50%.

b. Current Liability 3.04%.

c. ASC 960 5.75% (reflects administration expenses).

### 2. Mortality Rates:

a. Funding

i. Non-Disabled RP-2014 with Blue Collar adjustment.

ii. Disabled RP-2014 Disabled Retiree.

iii. Base Rate Adjustment 2006 using Scale MP-2014.

iv. Future Mortality Improvements Generational projection using Scale MP-2018.

b. Current Liability 2018 Static Mortality Table under IRS Notice 2017-

60.

3. Actuarial Cost Method: Unit Credit.

4. <u>Termination Rates</u>: Entry 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> Ult.

	_	_	-		
Age	Year	<u>Year</u>	<u>Year</u>	<u>Ultimate</u>	<u>Age</u>
25	0.5000	0.4000	0.3000	0.249242	28
35	0.5000	0.4000	0.3000	0.207669	38
45	0.5000	0.4000	0.3000	0.139635	48
55	0.5000	0.4000	0.3000	0.049564	58
65	0.0000	0.0000	0.0000	0.000000	65

5. Percent Married/Spousal Age: 80% with husbands 3 years older than their wives.

### **Actuarial Assumptions and Methods**

6. Expense Load

\$510,000 per year.

7. Payment Form Election:

Forms of Payment	Election %
Life Annuity	50%
50% J&S	10%
50% J&S with Pop-up	12%
66 2/3% J&S	5%
66 2/3% J&S with Pop-up	2%
75% J&S	1%
75% J&S with Pop-up	3%
100% J&S	12%
100% J&S with Pop-up	5%

8. Asset Valuation Method:

Market Value of Assets minus a decreasing fraction ( $^{4}/_{5}$ ,  $^{3}/_{5}$ ,  $^{2}/_{5}$ , and  $^{1}/_{5}$ ) of each of the preceding 4 years gains and (losses). A gain/(loss) for a year is equal to the actual return minus the expected return using the funding interest rate. The Actuarial Value of Assets is adjusted to be within 80% and 120% of the Market Value of Assets.

### 9. Retirement Rates:

a. Actives:

Age	<u>Rate</u>
55-59	0.10
60	0.20
61	0.30
62	0.50
63-69	0.30
70	1.00

b. Terminated Vested:

Age	Rate
55-60	0.10
61	0.20
62	0.70
63	0.50
64	1.00

### **Actuarial Assumptions and Methods**

ity Rates:	<u>Age</u>	Rate
	25	0.00168
	35	0.00280
	45	0.00588
	55	0.01540
	65	0.00000
	lity Rates:	25 35 45 55

11. Number of Hours Worked:

1,140 per year (840 per year with less than 2 Years of Service).

12. Changes Since Last Year:

The mortality projection scale and payment election assumption were updated, the hours worked assumption was changed, retirement rates were added for terminated vested participants, and the expense load was increased. The Current Liability mortality and interest rates were changed as mandated by the IRS.

## **Rationale for Selection of Significant Actuarial Assumptions**

1.	Interest Rate:	Based on the Plan's target asset allocation reflecting asset class future return expectations as determined by the Plan's investment consultant and publically available inflation expectations, anticipated risk premiums, and associated long-term capital market assumptions.
2.	Mortality Rates:	RP-2014 table used as base rates. Blue Collar adjustment used to reflect expected workforce mortality experience. RP-2014 Disabled Retiree table used to reflect expected disabled mortality experience. Both RP-2014 tables are adjusted to base year 2006 to reflect the mortality experience used to develop the RP-2014 table. Other adjustments are based on the Plan's most recent experience study, Society of Actuaries mortality studies, and expected generational mortality improvement from base year 2006 using Scale MP-2018.
3.	Retirement Rates:	Based on the Plan's most recent experience study.
4.	Hours Worked:	Based on prior year hours worked and adjusted for anticipated changes in future hours worked.
5.	Termination/Disability Rates:	Based on the Plan's most recent experience study.
6.	Payment Form Election:	Based on the Plan's most recent experience study.
7.	Expense Load Assumption:	Based on prior year actual expenses.

## Laborers Local No. 265 Pension Plan

Actuarial Valuation Report as of November 1, 2019

# CUNI, RUST & STRENK ACTUARIAL CONSULTING

July 22, 2020

Board of Trustees Laborers Local No. 265 Pension Plan

Dear Trustees:

We are pleased to present this Actuarial Valuation Report as of November 1, 2019 on the status of the Laborers Local No. 265 Pension Plan ("Plan"). Cuni, Rust & Strenk is an independent actuarial consulting firm engaged by the Board of Trustees to prepare this Report.

#### Reliance on Plan Administrator and Plan Auditor

In performing this Actuarial Valuation, we have relied on the Plan Administrator's and Plan Auditor's representations that the information that they have supplied, namely the participant data and annual Plan audit, is both accurate and complete. If this information is either inaccurate or incomplete, the results of this Actuarial Valuation could materially change.

#### **Experience**

Page 1 of the Report summarizes the results of this year's Actuarial Valuation and compares them to last year's results. During 2018-2019 the Plan experienced an actuarial loss of \$1,328,194, which was the net result of a \$1,647,548 loss on the Plan's Actuarial Value of Assets and a \$319,354 gain on the Plan's Accrued Liability. The development of the actuarial loss can be found on pages 4 and 5.

#### **Asset Returns**

Page 2 summarizes the financial position of the Plan's assets as of October 31, 2019, while page 3 shows the development of the Actuarial Value of Assets used to determine the minimum funding requirements, the Pension Protection Act of 2006 (PPA) funded percentage, and the maximum deductible contribution.

As of the valuation date the Actuarial Value of Assets was \$44,403,625 and the Market Value was \$45,129,636. Relative to last year, the Actuarial Value decreased by \$4,097,931, while the Market Value decreased by \$305,298. The difference between the changes in Market and Actuarial Value is due to the smoothing method used to calculate the Actuarial Value of Assets. The approximate 2018-2019 return on the Market Value of Assets was 12.0%, which was well above the assumed rate of return of 6.5%.

#### **Minimum and Maximum Contributions**

Pages 6 through 11 develop the maximum tax deductible and minimum required contributions for the Plan Year ending October 31, 2020. The maximum contribution that can be made for the year and claimed as a deduction by contributing employers is \$173,864,501, while the minimum required contribution is \$1,465,957 after accounting for the Plan's Funding Standard Account Credit Balance of \$4,460,220, which is developed on page 8. As of November 1, 2019, the Plan is projected to have a funding deficiency in 2021. This means in 2021 the projected minimum required contribution would exceed that year's anticipated employer contributions.

### Pension Relief Act of 2010 (PRA)

As allowed under PRA, the Board of Trustees elected to extend the amortization of the Plan's 2008-2009 asset loss from 15 to 29 years and also smooth this loss over 10 years (now fully recognized) in the Plan's Actuarial Value of Assets.

Board of Trustees Laborers Local No. 265 Pension Plan July 22, 2020 Page 2

#### **Amortization Base Extension**

The Plan has received an automatic 5-year amortization extension of its eligible minimum required contribution charge bases under IRC § 431(d)(1). Therefore, this Report reflects the 5-year amortization extension on charge bases established before November 1, 2014.

#### Withdrawal Liability

Page 12 develops the present value of vested accrued benefits at the Current Liability interest rate used to calculate the Plan's Employer Withdrawal Liability. Because the Plan's Vested Accrued Benefit Liability exceeds the Plan's Market Value of Assets, any employer withdrawing from the Plan should be assessed Withdrawal Liability.

#### **ASC 960 Audit Values**

Page 13 shows the present value of accumulated Plan benefits as of October 31, 2019, along with the changes in these liabilities when compared with last year. This information is disclosed each year in the Plan's ASC 960 audit. As of October 31, 2019, the present value of accumulated Plan benefits amount to \$109,480,172, while assets available to pay these benefits equal \$45,129,636.

#### Assessment and Disclosure of Risk (ASOP 51)

The valuation results developed in this Report are dependent on the specific assumptions disclosed herein which are either selected by the actuary or prescribed by the IRS. We make every effort to predict future Plan experience based on our professional judgement, past experience, and insight about future Plan or economic conditions. Deviations in the Report results should be expected and the Plan can face significant risks associated with these deviations. Those risks might include (but not be limited to) asset return, longevity, regulatory, and demographic risk. When we believe additional calculations of the risk impact on the financial condition of the Plan are warranted, we will consult with the Plan Sponsor and recommend additional studies as needed. Page 14 summarizes and measures some of these risks.

#### **PPA Funded Status**

The Plan is Critical and Declining and is operating under a forestall insolvency Rehabilitation Plan. As of November 1, 2019, the Plan was certified to be meeting the annual standards required under its Rehabilitation Plan. This Report confirms the Plan's 2019 PPA status certification that was completed earlier this year.

#### **Participant Information**

Page 15 shows the changes in the number of participants included in this year's valuation when compared to last year. We see that the total number of actives increased by 10 participants during the 2018-2019 Plan Year. Page 16 shows the age and service distribution for active participants while pages 17 through 20 show the age and benefit distributions of the various classes of inactive participants. Page 21 shows the age and benefit distribution of 2018-2019 Plan Year benefit commencements while page 22 shows the age and benefit distribution of approaching retirements.

Board of Trustees Laborers Local No. 265 Pension Plan July 22, 2020 Page 3

#### **Summary of Hours Worked and Plan History**

Page 23 provides a historical summary of Plan Year annual employer contributions, average contribution rates, and approximate hours worked. Pages 24 and 25 contain a summary of the Plan's asset history. Included are the contributions, benefit payments, administrative expenses, asset returns, and asset return and cash flow percentages on the Plan's Market Value of Assets since 1984.

#### **Plan Provisions and Actuarial Assumptions**

Pages 26 through 28 outline the Plan Provisions while pages 29 through 32 summarize the Actuarial Assumptions and Methods used for this year's valuation. There were no changes to the Plan Provisions this year. The Actuarial Assumption changes are documented on page 31. These changes were made to better anticipate future Plan experience. Lastly, the Current Liability interest and mortality rates were changed as mandated by the IRS.

#### **Audit Information**

The purpose of this Report is to determine the minimum and maximum deductible employer contribution requirements for the Plan Year, provide information to be used in the preparation of governmental filings, actuarial certifications, and provide information for the Plan Auditor. This Report is prepared for the sole use of the Board of Trustees. Reliance on this Report for other than the above stated purposes may put the relying Entity at risk of being misled because of confusion or failure to properly interpret the results contained herein.

#### **Actuarial Certification**

We hereby certify that this Report presents fairly the actuarial position of the Laborers Local No. 265 Pension Plan as of November 1, 2019. The mortality table and interest rate used to calculate Current Liability is mandated by the IRS. In our opinion, all other assumptions used to determine the Plan's liabilities and costs are individually reasonable based on Plan experience and represent our best estimate of anticipated future experience under the Plan. This valuation has been performed in accordance with generally accepted actuarial principles and practices and the undersigned meet the qualification standards of the American Academy of Actuaries necessary to render an actuarial opinion.

Respectfully submitted,

May

CUNI, RUST & STRENK

M. R. Rust, EA, MAAA, ASA

Lead Actuarial Consultant

Randall N. Smith Lead Actuary

Sandall N. Juntl

### **Table of Contents**

Summary of Valuation Results	1
Plan Assets	
Receipts and Disbursements	2
Development of Actuarial Value of Assets	3
Actuarial Experience	
Actuarial (Gain)/Loss	4
Accrued Liability and Assets	5
Determination of the Full Funding Limitations	6
Maximum Deductible Contribution	7
Minimum Required Contribution	
Funding Standard Account Balance	8
Charge Base Amortization Schedule	9
Credit Base Amortization Schedule	10
Net Amortization Schedule	10
Development of Minimum Required Contribution	11
Unfunded Vested Accrued Benefits	12
Present Value of Accumulated Plan Benefits (ASC 960)	13
Assessment and Disclosure of Risk (ASOP 51)	14
Appendix	
Participant Information	15
Approximate Hours Worked by Plan Year	23
Summary of Plan Asset History	24
Summary of Plan Provisions	26
Actuarial Assumptions and Methods	29

## **Summary of Valuation Results**

•		Nove	ember 1, 2018	Nove	ember 1, 2019
1.	Number of Participants		202		202
	a. Active Participants		283 316		293
	<ul><li>b. Vested Terminated Participants</li><li>c. Retirees and Beneficiaries</li></ul>		722		320 697
	d. Total: $[(a) + (b) + (c)]$		1,321		1,310
	u. 10tai. [(a) + (b) + (c)]		1,321		1,510
2.	Normal Cost				
	a. For Benefits	\$	176,784	\$	192,392
	b. For Expenses		510,000		450,000
	c. Total: $[(a) + (b)]$	\$	686,784	\$	642,392
3.	Accrued Liability				
	a. Active Participants	\$	12,383,414	\$	11,068,108
	b. Vested Terminated Participants		18,320,910		20,915,378
	c. Retirees and Beneficiaries		67,748,114		66,878,996
	d. Total: $[(a) + (b) + (c)]$	\$	98,452,438	\$	98,862,482
4.	Normal Cost / Accrued Liability Interest Rate		6.5%		6.5%
5.	Asset Values				
	a. Market Value	\$	45,434,934	\$	45,129,636
	b. Actuarial Value	\$	48,501,556	\$	44,403,625
	c. Market Value Asset Return		0.9%		12.0%
	d. Cash Flow Percentage		(12.7%)		(12.0%)
	e. Prior Year Contributions	\$	1,961,803	\$	2,248,976
6.	Real Amounts				
	a. Unfunded Liability: [(3)(d) - (5)(a)]	\$	53,017,504	\$	53,732,846
	b. Funded Ratio: $[(5)(a) \div (3)(d)]$		46.1%		45.6%
7.	Hourly Amounts				
	a. Approximate Hours Worked		357,618		408,031
	b. Average Contribution Rate: $[(5)(e) \div (a)]$		\$5.49		\$5.51
	c. Normal Cost: $[(2)(c) \div (a)]$		<u>1.92</u>		<u>1.57</u>
	d. Unfunded Liability Payment: [(b) - (c)]		\$3.57		\$3.94
	e. Interest on Unfunded Liability: $[(4) \times (6)(a) \div (a)]$		9.64		8.56
	f. Reduction in Unfunded Liability: [(d) - (e)]		(\$6.07)		(\$4.62)
8.	PPA Information		Critical &		Critical &
	a. Status		Declining		Declining
	b. Funded Percentage: $[(5)(b) \div (3)(d)]$		49.3%		44.9%
	c. Projected Funding Deficiency		2020		2021
	d. Projected Year of Insolvency		2028		2029

### Plan Assets: Receipts and Disbursements

Market Value of Assets as of November 1, 2018

\$ 45,434,934

### Receipts:

Employer Contributions	\$ 2,248,976
Interest and Dividends	1,095,917
Net Appreciation/(Depreciation)	4,089,885
Investment Fees	 (61,790)

TOTAL RECEIPTS \$ 7,372,988

### Disbursements:

Benefits Paid	\$ 7,228,143
Administrative Expenses	450,143

TOTAL DISBURSEMENTS \$ 7,678,286

Excess of Receipts over Disbursements \$ (305,298)

Market Value of Assets as of October 31, 2019 \$ 45,129,636

#### **NOTES:**

The approximate return for the Plan Year ending October 31, 2019 was 12.0%.

The Plan's negative cashflow was 12.0% of the Plan's Market Value of Assets as of October 31, 2019.

## Plan Assets: Development of Actuarial Value of Assets

1.	Market Value as of November 1, 2018				\$ 45,434,934
2.	Net Additions  a. Employer Contributions  b. Benefit Payments  c. Administrative Expenses  d. Total: [(a) + (b) + (c)]	-	\$	2,248,976 (7,228,143) (450,143)	\$ (5,429,310)
3.	Expected Investment Income a. On Market Value b. On Employer Contributions c. On Benefit Payments d. On Expenses	_	\$	2,953,271 71,941 (231,217) (14,399)	
	e. Total: $[(a) + (b) + (c) + (d)]$				\$ 2,779,596
4.	Expected Market Value as of October 31, 2019				\$ 42,785,220
5.	Actual Market Value as of November 1, 2019				\$ 45,129,636
6.	Net Gain/(Loss) for the 2018-2019 Plan Year: [(5)	- (4)]			\$ 2,344,416
7.	Determination of Unrecognized Gain/(Loss):				
		djustment Factors 0.80 0.60 0.40 0.20 0.00			nrecognized Gain/(Loss)  1,875,533 (1,602,001) 987,928 (535,449) 0 726,011
8.	Preliminary Actuarial Value of Assets: [Actual Market Value as of October 31, 2019 less Unrecognized Gain/(Loss)]				\$ 44,403,625
9.	Actuarial Value of Assets: [(8), but not less than 80% or greater than 120% of	`Market \	/alu	e]	\$ 44,403,625
10.	Recognized Gain/(Loss)				\$ (7,967,097)

**NOTE:** The approximate return on Actuarial Value of Assets is 2.9%.

## Actuarial Experience: Actuarial (Gain)/Loss

1.	Unfunded Accrued Liability as of November 1, 2018		
	a. Accrued Liability	\$	98,452,438
	b. Actuarial Value of Assets		48,501,556
	c. Unfunded Accrued Liability: [(a) - (b), not less than \$0]	\$	49,950,882
2	2018 Normal Cost	\$	686,784
		*	000,701
2	2010 G + 1 + 1	Ф	0.040.076
3.	2018 Contributions	\$	2,248,976
4.	Interest at 6.50% to October 31, 2019	\$	3,219,506
5.	Expected Unfunded Accrued Liability Prior to Plan, Method		
	and/or Assumption Change: $[(1)(c) + (2) - (3) + (4)]$	\$	51,608,196
6	Increase/(Decrease) in Unfunded Accrued Liability due to Plan,		
0.	Method and/or Assumption Change	\$	1,522,467
	The state of the s	*	1,0 ==, 10,
7		Φ.	52 120 ((2
/.	Expected Unfunded Accrued Liability as of October 31, 2019: [(5) + (6)]	\$	53,130,663
8.	Actual Unfunded Accrued Liability as of October 31, 2019		
	a. Accrued Liability	\$	98,862,482
	b. Actuarial Value of Assets		44,403,625
	c. Unfunded Accrued Liability: [(a) - (b), not less than \$0]	\$	54,458,857
9.	Actuarial (Gain)/Loss: [(8)(c) - (7)]	\$	1,328,194

## Actuarial Experience: Accrued Liability and Assets

1.	Accrued Liability Experience	
	a. Accrued Liability as of November 1, 2018	\$ 98,452,438
	b. 2018 Normal Cost	686,784
	c. 2018 Benefit Payments and Expenses	(7,678,286)
	d. Interest at 6.50% to October 31, 2019	6,198,433
	e. Expected Accrued Liability as of November 1, 2019: [(a) + (b) + (c) + (d)]	\$ 97,659,369
	f. Actual Accrued Liability as of November 1, 2019 Prior to Changes	97,340,015
	g. Accrued Liability (Gain)/Loss: [(f) - (e)]	\$ (319,354)
	h. (Decrease)/Increase in Accrued Liability due to Plan, Method	
	and/or Assumption Changes	1,522,467
	i. Accrued Liability as of November 1, 2019: [(f) + (h)]	\$ 98,862,482
2.	Actuarial Value of Assets (AVA) Experience	
	a. Actuarial Value of Assets as of November 1, 2018	\$ 48,501,556
	b. 2018 Benefit Payments and Expenses	(7,678,286)
	c. 2018 Contributions	2,248,976
	d. Expected Earnings at 6.50% to October 31, 2019	2,978,927
	e. Expected AVA as of November 1, 2019: $[(a) + (b) + (c) + (d)]$	\$ 46,051,173
	f. Actual AVA as of November 1, 2019 Prior to Method Change	44,403,625
	g. Actuarial Value of Assets (Gain)/Loss: [(e) - (f)]	\$ 1,647,548
	h. (Decrease)/Increase in AVA due to Method Change	0
	i. Actuarial Value of Assets after Method Change: [(f) + (h)]	\$ 44,403,625
3.	Total Actuarial (Gain)/Loss: $[(1)(g) + (2)(g)]$	\$ 1,328,194

## **Determination of the Full Funding Limitations**

		IRC §404 <u>Maximum</u>	IRC §412 Minimum
1.	Accrued Liability Basis		
	a. Estimated End of Year Accrued Liability	\$ 98,406,236	\$ 98,406,236
	b. Estimated End of Year Assets	 39,723,405	34,973,271
	c. Accrued Liability Basis Full Funding Limit:		
	[(a) - (b), but not less than \$0]	\$ 58,682,831	\$ 63,432,965
2.	Current Liability Basis  a. Estimated End of Year Current Liability  b. Estimated End of Year Assets	\$ 152,548,136 39,702,889	\$ 152,548,136 39,702,889
	c. Current Liability Full Funding Limit:	 	
	[{90% of (2)(a)} - (2)(b), but not less than \$0]	\$ 97,590,433	\$ 97,590,433
3.	Full Funding Limitation: [Greater of (1) and (2)]	\$ 97,590,433	\$ 97,590,433

## **Development of Maximum Deductible Contribution**

1. Normal Cost plus 10-Year Amortization		
a. 2019 Normal Cost	\$	642,392
b. Net Limit Adjustment (Fresh Start)		7,113,129
c. Interest on (a) and (b) to October 31, 2020	_	504,109
d. Total as of October 31, 2020: $[(a) + (b) + (c)]$	\$	8,259,630
2. Minimum Required Contribution	\$	1,465,957
3. Full Funding Limitation at October 31, 2020	\$	97,590,433
4. Contribution Necessary to Fund 140% of Current Liability		
a. Estimated End of Year Current Liability	\$	152,548,136
b. Estimated End of Year Assets	_	39,702,889
c. Contribution to Fund 140% of Current Liability: [{140% of (a)	)} - (b)]	173,864,501
5. Maximum Deductible Contribution for Fiscal Year 2020: [Greater of {the lesser of (1)(d) and (3)}, (2) and (4)(c)]	\$	173,864,501

## Minimum Required Contribution: Funding Standard Account Balance

### 1. Charges

	a. Funding Deficiency as of October 31, 2018	\$ 0
	b. Normal Cost as of November 1, 2018	686,784
	c. Amortization Charges	8,611,922
	d. Interest to October 31, 2019	604,416
	e. Total Charges	\$ 9,903,122
2.	Credits	
	a. Credit Balance as of October 31, 2018	\$ 7,605,161
	b. Employer Contributions for the 2018 Plan Year	2,248,976
	c. Amortization Credits	3,702,280
	d. Interest to October 31, 2019	806,925
	e. Full Funding Credit	0
	f. Total Credits	\$ 14,363,342
3.	Funding Standard Account Balance as of October 31, 2019	\$ 4,460,220

## **Minimum Required Contribution: Amortization Schedule**

### Charge Bases:

Date		Initial	Rem.		11/1/2019
Established	Type	Balance	Years	Payment	Balance
11/01/1990	Amendment	\$ 1,968,452	6	\$ 95,847	\$ 494,153
11/01/1991	Amendment	3,136,069	7	162,548	949,451
11/01/1992	Amendment	2,544,925	8	138,522	898,248
11/01/1994	Amendment	4,717,987	10	268,354	2,054,549
11/01/1995	Amendment	2,985,546	11	178,320	1,460,234
11/01/1996	Assumption	805,643	12	49,151	427,072
11/01/1996	Amendment	4,906,520	12	299,340	2,600,972
11/01/1997	Amendment	4,970,442	13	308,693	2,827,232
11/01/1998	Amendment	3,785,071	14	238,649	2,290,964
11/01/1999	Amendment	84,298	15	5,384	53,910
11/01/2001	Assumption	4,003,592	17	260,985	2,810,219
11/01/2002	Assumption	65,838	18	4,327	48,076
11/01/2006	Cost Method	9,318,928	2	419,016	812,457
11/01/2007	Amendment	418,241	23	28,250	354,118
11/01/2008	Assumption	177,865	9	13,433	95,227
11/01/2008	Asset Loss	16,777,129	18	1,239,679	13,773,547
11/01/2009	Assumption	234,420	10	18,262	139,815
11/01/2009	Cost Method	717,669	5	55,456	245,436
11/01/2009	Asset Loss	3,438,969	18	256,805	2,853,247
11/01/2010	Assumption	901,590	11	72,049	589,998
11/01/2010	Asset Loss	3,658,002	18	276,312	3,069,993
11/01/2011	Assumption	1,773,170	12	144,739	1,257,647
11/01/2011	Asset Loss	7,474,933	18	571,720	6,352,142
11/01/2012	Assumption	928,875	13	77,185	706,920
11/01/2014	Assumption	200,893	10	20,126	154,082
11/01/2014	Experience	3,836,746	10	384,369	2,942,774
11/01/2015	Experience	4,975,841	11	496,896	4,069,001
11/01/2015	Assumption	9,597,274	11	958,401	7,848,180
11/01/2016	Assumption	2,722,907	12	271,914	2,362,677
11/01/2016	Experience	4,106,634	12	410,096	3,563,339
11/01/2017	Experience	5,359,125	13	535,172	4,901,489
11/01/2018	Experience	3,524,097	14	351,922	3,378,365
11/01/2019	Experience	1,328,194	15	132,636	1,328,194
11/01/2019	Assumption	1,522,467	15	152,036	 1,522,467
	Total Charges			\$ 8,896,594	\$ 79,236,195

## **Minimum Required Contribution: Amortization Schedule**

### Credit Bases:

Date			Initial	Rem.		11/1/2019
<b>Established</b>	Type		Balance	Years	 Payment	 Balance
11/01/1991	Assumption	\$	3,542,066	2	\$ 273,248	\$ 529,816
11/01/1994	Assumption		1,661,259	5	122,550	542,386
11/01/1996	Amendment		21,374	7	1,617	9,440
11/01/1998	Assumption		202,718	9	15,229	107,949
11/01/2006	Assumption		5,008,938	17	367,474	3,956,877
11/01/2007	Experience		1,908,062	3	196,012	552,878
11/01/2007	Assumption		1,315,410	18	96,257	1,069,467
11/01/2008	Amendment		4,201,471	4	429,934	1,568,603
11/01/2008	Experience		1,381,276	4	141,345	515,697
11/01/2009	Experience		9,730,729	5	991,977	4,390,290
11/01/2010	Experience		5,381,941	6	546,631	2,818,252
11/01/2011	Experience		1,071,777	7	108,468	633,562
11/01/2012	Experience		504,665	8	50,897	330,038
11/01/2013	Experience		253,579	9	25,487	180,676
11/01/2017	Amendment		1,324,031	13	132,220	1,210,968
11/01/2017	Assumption		1,087,646	13	108,614	994,769
11/01/2018	Assumption		944,508	14	94,320	 905,450
	Total Credits				\$ 3,702,280	\$ 20,317,118
1.	Net Amortization					\$ 58,919,077
2.	Credit Balance					\$ 4,460,220
3.	Balance Test: [(1)	) - (	2)]			\$ 54,458,857
4.	Unfunded Accrue	d Li	iability:			
	a. Accrued Liabi	-				\$ 98,862,482
	b. Actuarial Valu	ie o	f Assets			 44,403,625
	c. Unfunded Acc	rue	d Liability: [(	a) - (b)]		\$ 54,458,857

### **Development of Minimum Required Contribution**

### 1. Charges

- a. Funding Deficiency as of October 31, 2019
- \$ 0

b. Normal Cost for the 2019 Plan Year

642,392

c. Amortization Charges

8,896,594

d. Interest to October 31, 2020

620,034

e. Total Charges as of October 31, 2020:

$$[(a) + (b) + (c) + (d)]$$

\$ 10,159,020

### 2. Credits

a. Credit Balance as of October 31, 2019

4,460,220

b. Amortization Credits

3,702,280

c. Interest to October 31, 2020

530,563

d. Full Funding Credit

0

e. Total Credits as of October 31, 2020:

$$[(a) + (b) + (c) + (d)]$$

\$ 8,693,063

3. Preliminary Minimum Required Contribution:

$$[(1)(e) - (2)(e)$$
, but not less than \$0]

\$ 1,465,957

- 4. Full Funding Limitation
  - a. Based on 100% of Accrued Liability

\$ 63,432,965

b. Based on 90% of RPA '94 Current Liability

\$ 97,590,433

c. Full Funding Limitation: [Larger of (a) and (b)]

\$ 97,590,433

5. Minimum Required Contribution payable October 31, 2020:

[Minimum of (3) and (4)(c)]

\$ 1,465,957

### **Unfunded Vested Accrued Benefits at the Current Liability Interest Rate**

1. Value of Vested Accrued Benefits

a. For Active Participants	\$ 19,667,410
b. For Vested Terminated Participants	37,527,787
c. For Retirees and Beneficiaries	89,715,548

d. Total: [(a) + (b) + (c)] \$ 146,910,745

2. Market Value of Assets \$ 45,129,636

3. Value of Unfunded/(Overfunded) Vested Accrued Benefits: [(1)(d) - (2)] \$ 101,781,109

### Present Value of Accumulated Plan Benefits (ASC 960)

	October 31, 2018	October 31, 2019
1. Present Value of Accumulated Vested Benefits		
a. Active Participants	\$ 13,595,798	\$ 12,713,194
b. Vested Terminated Participants	20,455,308	24,228,433
c. Retirees and Beneficiaries	71,839,027	72,221,419
d. Total: $[(a) + (b) + (c)]$	\$ 105,890,133	\$ 109,163,046
2. Accumulated Non-Vested Benefits	\$ 216,631	\$ 317,126
3. Total Accumulated Benefits: [(1)(d) + (2)]	\$ 106,106,764	\$ 109,480,172
4. Net Assets Available for Benefits	\$ 45,434,934	\$ 45,129,636
5. Discount Rate	5.75%	5.50%

### <u>Changes in the Value of Accumulated Plan Benefits</u> <u>for the Plan Year Ending October 31, 2019</u>

1. Value of Accumulated Plan Benefits as of October 31,	, 2018:		\$ 106,106,764
2. Increase/(Decrease) in Value due to:			
a. Decrease in Discount Period	\$	5,896,234	
b. Plan Amendment		0	
c. Assumption Change		4,687,115	
d. Benefits Paid		(7,228,143)	
e. Plan Experience and Benefit Accrual		18,202	
f. Total Net Increase/(Decrease):			
[(a) + (b) + (c) + (d) + (e)]			\$ 3,373,408
3. Value of Accumulated Plan Benefits as of October 31,	, 2019: [(	1) + (2)(f)	\$ 109,480,172

### **Assessment and Disclosure of Risk (ASOP 51)**

Actuarial Standard of Practice No. 51 requires an assessment and disclosure of the risk that the results of future actuarial valuations may differ significantly from the results of the current actuarial valuation. Future differences may be caused by asset returns that are lower than expected (Investment Risk), participants living longer than expected (Longevity Risk), a decline in future hours worked or a concentration of hours with a small number of employers (Contribution Risk), and asset declines that are not matched by declines in liabilities (Asset/Liability Mismatch Risk).

		November 1, 2018	November 1, 2019
1.	Plan Maturity Measures		
	a. Duration	9.8	9.9
	b. Active Average Age	45.6	45.5
	c. Ratio of Retirees to Actives	2.6	2.4
	d. Retiree Liability as a % of Total Liability	68.8%	67.6%
	e. Cash Flow Percentage	(12.7%)	(12.0%)

Duration measures approximately how much liabilities change with a 1.00% change in the interest rate used to calculate these liabilities. Duration can also be used as the number of years to amortize unfunded liabilities.

		November 1, 2018	November 1, 2019
2.	Actuarial Valuation Results		
	a. Real Funded Ratio	46.1%	45.6%
	b. Funding Interest Rate	6.5%	6.5%
	c. Unfunded Liability	\$53,017,504	\$53,732,846
	d. Hours Worked	357,618	408,031
	e. Market Value Asset Return	0.9%	12.0%
	f. Average Hourly Contribution Rate	\$5.49	\$5.51
3.	100% Funded Average Hourly Contribution Rates		
	a. Valuation Assumptions	\$21.63	\$18.94
	b. Interest Rate Reduced to 5.50% (Investment Risk)	\$24.76	\$21.70
	c. 10% Mortality Improvement (Longevity Risk)	\$22.56	\$19.78
	d. Decline in Future Hours Worked (Contribution Risk)	\$22.75	\$22.73

The 100% funded average hourly contribution rates are the amounts needed for the Plan to be 100% funded by the end of the Plan's duration period. The hours decline assumes future hours worked of 340,000 per year.

		November 1, 2018	November 1, 2019
4.	Employer Concentration (Contribution Risk)		
	a. Top Five	41.7%	40.7%
	b. Top Ten	62.5%	64.1%

Top employer contributions as a percentage of the Plan's total contributions. Contributions are net of reciprocity.

## **Plan Participant Summary**

	Actives	Vested <u>Terms</u>	Service Retirees	Disability Retirees	QDRO AP & Beneficiaries	<u>Total</u>
As of November 1, 2018	283	316	431	124	167	1,321
Deaths during the Year						
a. with Beneficiary	(1)	1	(3)	(1)	4	0
b. without Beneficiary	(1)	(3)	(16)	(7)	(11)	(38)
Retired during the Year	(5)	(9)	13	1	0	0
Partial Pension Provisions	0	0	2	0	0	2
QDRO Filed during the Year	0	2	0	0	1	3
Became Inactive						
a. with Vesting	(24)	24	0	0	0	0
b. without Vesting	(32)	0	0	0	0	(32)
Returned to Work	29	(11)	0	(1)	0	17
New Entrants	44	0	0	0	0	44
Lump Sum Distributions	0	0	0	0	0	0
Data Corrections	0	0	(4)	0	(3)	(7)
As of November 1, 2019	293	320 *	423	116	158	1,310
Fully Vested Participants	158	320	423	116	158	1,175
Not Vested Participants	135	0	0	0	0	135
Total as of November 1, 2019	293	320	423	116	158	1,310

<sup>\*</sup> Includes 1 beneficiary & 2 QDRO alternate payees entitled to future benefits.

### **Total Years of Service**

Age										
Group	<u>&lt; 1</u>	<u>1-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25-29</u>	<u>30-34</u>	<u>35 +</u>	<u>Total</u>
< 19	0	3	0	0	0	0	0	0	0	3
20-24	0	9	0	0	0	0	0	0	0	9
25-29	0	20	0	0	0	0	0	0	0	20
30-34	0	20	7	1	0	0	0	0	0	28
35-39	0	17	11	8	2	0	0	0	0	38
40-44	0	24	5	2	7	1	0	0	0	39
45-49	0	10	6	7	7	5	1	0	0	36
50-54	0	13	15	8	4	6	4	3	0	53
55-59	0	12	7	5	6	4	6	2	1	43
60-64	0	5	1	6	3	0	3	0	1	19
65-69	0	2	1	0	0	0	0	1	0	4
70 +	0	0	0	0	0	0	0	0	1	1
Total	0	135	53	37	29	16	14	6	3	293

Average Age:	45.5	Years	(Last Year:	45.6)
Average Expected Lifetime:	86.7	Years	(Last Year:	83.2)
Average Service:	11.3	Years	(Last Year:	12.4)

## **Terminated Vested Participants as of November 1, 2019**

Age	Number	Monthly	Monthly Benefit				
<u>Group</u>	of Lives	Total	Av	erage			
< 20	0	\$ 0	\$	0			
20-24	0	0		0			
25-29	0	0		0			
30-34	3	381		127			
35-39	32	12,210		382			
40-44	36	17,998		500			
45-49	40	23,993		600			
50-54	69	58,194		843			
55-59	89	72,957		820			
60-64	45	42,345		941			
65-69	6	2,938		490			
70 +	0	0		0			
Total	320	\$ 231,016	\$	722			
		Average Age	•	52.1			
	Average E	Average Expected Lifetime: 86.5					

	Life Annuities			Joint & Survivor Annuities				
Age	Number	Monthly Benefit		Number	Monthly Benefit			
<u>Group</u>	of Lives	Total	Average	of Lives	Total	Average		
< 50	0	\$ 0	\$ 0	0	\$ 0	\$ 0		
50-54	0	0	0	0	0	0		
55-59	10	10,623	1,062	12	14,611	1,218		
60-64	49	36,597	747	52	51,598	992		
65-69	52	41,439	797	51	59,734	1,171		
70-74	27	29,022	1,075	46	60,250	1,310		
75-79	26	20,739	798	33	30,184	915		
80-84	14	13,212	944	15	16,149	1,077		
85-89	12	13,874	1,156	9	9,465	1,052		
90 +	10_	10,976	1,098	5	5,821	1,164		
Total	200	\$ 176,482	\$ 882	223	\$ 247,812	\$ 1,111		

Average Age:	71.4	Average Age:	70.8
Average Expected Lifetime:	86.1	Average Expected Joint Lifetime:	92.7

		Life Annuities	<u> </u>	Joint & Survivor Annuities				
Age	Number	Monthly	Benefit	Number	Monthly Benefit			
Group	of Lives	Total	Average	of Lives	Total	Average		
< 50	5	\$ 3,058	\$ 612	0	\$ 0	\$ 0		
50-54	6	2,657	443	0	0	0		
55-59	21	14,958	712	1	396	396		
60-64	23	20,624	897	4	4,560	1,140		
65-69	16	12,746	797	7	10,228	1,461		
70-74	8	7,029	879	8	6,098	762		
75-79	5	5,649	1,130	4	3,881	970		
80-84	4	4,119	1,030	1	449	449		
85-89	3	1,238	413	0	0	0		
90 +	0	0	0	0	0	0		
Total	91	\$ 72,078	\$ 792	25	\$ 25,612	\$ 1,024		

Average Age:	64.1	Average Age:	70.5
Average Expected Lifetime:	80.2	Average Expected Joint Lifetime:	91.5

## Beneficiary and Alternate Payee Participants as of November 1, 2019

Age	Number	Month	ly Benef	Benefit		
<u>Group</u>	of Lives	Total	Ave	erage		
< 50	2	\$ 482	\$	241		
50-54	2	1,319		660		
55-59	9	5,402		600		
60-64	17	10,250		603		
65-69	23	11,577		503		
70-74	24	14,302		596		
75-79	25	15,142		606		
80-84	31	13,784		445		
85-89	17	6,667		392		
90 +	8	2,456		307		
Total	158	\$ 81,381	\$	515		

Average Age:	74.7
Average Expected Lifetime:	88.2

## Age Distribution of 2018-2019 Plan Year Benefit Commencements

Retirement	Number	Monthly Benefit				
Age	of Lives	Total	Average			
< 50	0	\$ 0	\$ 0			
50	0	0	0			
51	0	0	0			
52	0	0	0			
53	0	0	0			
54	0	0	0			
55	0	0	0			
56	2	1,067	534			
57	1	292	292			
58	1	28	28			
59	0	0	0			
60	0	0	0			
61	0	0	0			
62	8	8,633	1,079			
63	2	802	401			
64	1	1,475	1,475			
65	1	1,714	1,714			
66	0	0	0			
67	0	0	0			
68	0	0	0			
69	0	0	0			
70 +	1	10,459	10,459			
Total	17	\$ 24,470	\$ 1,439			

Average Age:	62.2
Average Expected Lifetime:	84.2

## Age Distribution of Approaching Retirements as of November 1, 2019

_	Active Participants				Vested Terr	ns	Total Participants			
_		Monthly	Benefit		Monthly Benefit			Monthly Benefit		
Age	No.	Total	Average	No.	Total	Average	No.	Total	Average	
50	4	\$ 1,061	\$ 265	7	\$ 5,623	\$ 803	11	\$ 6,684	\$ 608	
51	13	8,320	640	12	8,582	715	25	16,902	676	
52	7	4,967	710	20	18,332	917	27	23,299	863	
53	14	11,631	831	11	9,078	825	25	20,709	828	
54	15	9,783	652	19	16,579	873	34	26,362	775	
55	6	3,623	604	21	15,437	735	27	19,060	706	
56	8	7,983	998	16	14,293	893	24	22,276	928	
57	8	4,367	546	17	15,077	887	25	19,444	778	
58	13	11,229	864	16	11,753	735	29	22,982	792	
59	8	7,265	908	19	16,397	863	27	23,662	876	
60	7	4,230	604	13	13,144	1,011	20	17,374	869	
61	7	8,085	1,155	19	14,554	766	26	22,639	871	
62	2	1,125	563	4	5,014	1,254	6	6,139	1,023	
63	1	60	60	5	4,657	931	6	4,717	786	
64	2	1,589	795	4	4,977	1,244	6	6,566	1,094	
65	1	2,786	2,786	5	2,715	543	6	5,501	917	
66	0	0	0	0	0	0	0	0	0	
67	2	182	91	1	223	223	3	405	135	
68	1	44	44	0	0	0	1	44	44	
69	0	0	0	0	0	0	0	0	0	
70 +	1	2,581	2,581	0	0	0	1	2,581	2,581	
Total	120	\$90,911	\$ 758	209	\$176,435	\$ 844	329	\$267,346	\$ 813	

## **Approximate Hours Worked by Plan Year**

Plan				Plan			
Year		Average	Approximate	Year		_	Approximate
Ending	Canduilandian	Contribution	Hours	Ending	Cantribution	Contribution	
10/31	Contribution		<u>Worked</u>	<u>10/31</u>	<u>Contribution</u>		Worked
1969	\$251,714	\$0.10	2,517,140	1998	\$1,653,027	\$1.60	1,024,588
1970	227,018	\$0.10	2,270,180	1999	1,831,827	\$1.80	1,052,992
1971	231,049	\$0.15	1,540,327	2000	1,970,517	\$1.90	1,079,351
1972	290,778	\$0.20	1,453,890	2001	1,943,727	\$1.90	1,014,240
1973	395,655	\$0.20	1,978,275	2002	2,125,436	\$1.90	1,089,400
1974	413,937	\$0.24	1,712,819	2003	2,357,867	\$1.90	1,224,319
1975	584,804	\$0.34	1,711,605	2004	2,116,404	\$1.90	1,105,259
1976	591,556	\$0.40	1,478,890	2005	2,207,813	\$1.90	1,154,016
1977	617,076	\$0.44	1,397,143	2006	2,264,806	\$1.94	1,153,444
1978	850,622	\$0.58	1,458,217	2007	1,557,435	\$2.04	730,858
1979	1,382,112	\$0.74	1,863,513	2008	1,419,803	\$2.10	660,209
1980	1,528,273	\$0.80	1,910,341	2009	1,213,425	\$2.27	506,934
1981	1,327,355	\$0.90	1,474,839	2010	1,217,670	\$2.67	456,626
1982	1,111,836	\$0.98	1,140,345	2011	1,365,823	\$3.17	431,242
1983	1,457,678	\$1.14	1,281,475	2012	1,764,033	\$3.50	504,614
1984	1,361,583	\$1.25	1,089,266	2013	1,355,384	\$3.73	363,634
1985	1,031,652	\$1.25	825,322	2014	2,013,998	\$4.22	477,810
1986	1,080,825	\$1.25	864,660	2015	1,967,028	\$4.57	430,608
1987	1,280,368	\$1.25	1,024,294	2016	1,991,568	\$4.97	400,623
1988	1,541,407	\$1.25	1,233,126	2017	2,069,089	\$5.45	379,675
1989	1,637,862	\$1.25	1,310,290	2018	1,961,803	\$5.49	357,618
1990	1,732,358	\$1.31	1,319,892	2019	2,248,976	\$5.51	408,031
1991	1,647,199	\$1.40	1,176,571				•
1992	1,436,595	\$1.40	1,026,139				
1993	1,495,860	\$1.40	1,068,471				
1994	1,122,474	\$1.40	801,767				
1995	1,100,906	\$1.52	726,317				
1996	1,312,608	\$1.60	820,380				
1997	1,546,863	\$1.60	966,789				
1///	1,5 .0,003	Ψ1.00	700,107				

Plan							
Year			Plan Year	Plan Year	Market Value	Asset	Cash
Ending	Plan Year	Plan Year	Admin.	Investment	of Assets	Return	Flow
10/31	Contribution	Benefits Paid	Expenses	Return	at Year End		
1984	\$ 1,361,583	\$ 570,941	\$ 83,287	\$ 1,246,555	\$17,588,768	7.8%	4.0%
1985	1,031,652	719,030	86,745	2,994,969	20,803,614	16.9%	1.1%
1986	1,080,825	904,960	95,487	6,279,773	27,163,765	30.1%	0.3%
1987	1,280,368	1,124,569	100,951	353,836	27,572,449	1.3%	0.2%
1988	1,541,407	1,307,148	117,422	4,765,845	32,455,131	17.2%	0.4%
1989	1,637,862	1,415,897	139,307	5,896,475	38,434,264	18.1%	0.2%
1990	1,732,358	1,871,250	156,105	(1,745,239)	36,394,028	(4.6%)	(0.8%)
1991	1,647,199	2,017,536	133,911	10,912,104	46,801,884	30.2%	(1.1%)
1992	1,436,595	2,404,811	140,119	5,755,687	51,449,236	12.4%	(2.2%)
1993	1,495,860	2,797,413	152,366	5,632,974	55,628,291	11.1%	(2.6%)
1994	1,122,474	2,993,718	121,167	1,036,974	54,672,854	1.9%	(3.6%)
1995	1,100,906	3,414,839	155,261	8,665,940	60,869,600	16.2%	(4.1%)
1996	1,312,608	3,655,152	146,957	9,805,869	68,185,968	16.4%	(3.7%)
1997	1,546,863	3,905,465	201,105	14,546,087	80,172,348	21.7%	(3.2%)
1998	1,653,027	5,169,791	197,536	5,113,740	81,571,788	6.5%	(4.6%)
1999	1,831,827	5,006,205	184,500	3,359,150	81,572,060	4.2%	(4.1%)
2000	1,970,517	5,523,894	200,239	5,418,210	83,236,654	6.8%	(4.5%)
2001	1,943,727	5,501,480	228,045	(8,083,571)	71,367,285	(9.9%)	(5.3%)
2002	2,125,436	5,618,687	247,020	(1,324,674)	66,302,340	(1.9%)	(5.6%)
2003	2,357,867	5,557,940	233,033	10,226,224	73,095,458	15.8%	(4.7%)
2004	2,116,404	5,724,814	278,885	6,785,645	75,993,808	9.5%	(5.1%)
2005	2,207,813	5,830,707	253,274	6,229,805	78,347,445	8.4%	(4.9%)
2006	2,264,806	6,053,623	323,691	10,832,445	85,067,382	14.2%	(4.8%)
2007	1,557,435	6,385,658	311,835	10,417,283	90,344,607	12.6%	(5.7%)
2008	1,419,803	6,496,475	316,144	(24,771,762)	60,180,029	(28.3%)	(9.0%)
2009	1,213,425	6,420,617	315,416	9,526,869	64,184,290	16.6%	(8.6%)
2010	1,217,670	6,538,221	320,246	7,838,621	66,382,114	12.8%	(8.5%)
2011	1,365,823	6,772,901	307,729	1,260,696	61,928,003	2.0%	(9.2%)
2012	1,764,033	6,881,243	291,944	6,145,823	62,664,672	10.4%	(8.6%)
2013	1,355,384	7,066,206	301,575	9,017,824	65,670,099	15.1%	(9.2%)
2014	2,013,998	7,004,633	328,935	2,894,035	63,244,564	4.6%	(8.4%)

## Market Value Asset History (1984-2019)

Plan							
Year			Plan Year	Plan Year	Market Value	Asset	Cash
Ending	Plan Year	Plan Year	Admin.	Investment	of Assets	Return	Flow
10/31	Contribution	Benefits Paid	Expenses	Return	at Year End	%	<u>%</u>
2015	1,967,028	7,128,825	325,867	(2,166,802)	55,590,098	(3.6%)	(9.9%)
2016	1,991,568	7,189,999	362,927	758,214	50,786,954	1.4%	(11.0%)
2017	2,069,089	7,283,516	383,497	5,591,904	50,780,934	11.7%	(11.0%)
2018	1,961,803	7,241,603	511,700	445,500	45,434,934	0.9%	(12.7%)
2019	2,248,976	7,228,143	450,143	5,124,012	45,129,636	12.0%	(12.0%)
Totals	\$59,946,019	\$168,727,910	\$8,504,371	\$146,787,040		8.3%	

### **Summary of Plan Provisions**

1. Effective Date:

November 1, 1968.

2. Plan Year:

November 1<sup>st</sup> through October 31<sup>st</sup>.

3. Covered Employees:

All employees covered by the Local 265 Collective Bargaining Agreement.

4. Eligibility:

1,000 Hours of Service.

5. Year of Service:

1 Year of Service is granted for each Plan Year in which 1,000 or more Hours of Service are worked with  $\frac{1}{10}$  of a year for each 100 hours less than 1,000.

#### 6. Normal Retirement:

a. Eligibility

Age 62 and 5<sup>th</sup> anniversary of Plan participation.

b.	Moi	nthly	Ben	efit

Effective Date	Benefit Credit
11/01/1968	4.350% of Contributions
11/01/1976	\$1.00/100 Hours Worked
11/01/1977	\$1.50/100 Hours Worked
11/01/1979	\$1.75/100 Hours Worked
11/01/1982	\$2.50/100 Hours Worked
11/01/1983	2.240% of Contributions
11/01/1985	2.552% of Contributions
11/01/1987	2.650% of Contributions
11/01/1988	2.915% of Contributions
11/01/1994	2.500% of Contributions
11/01/1999	2.300% of Contributions
03/01/2009	\$15.00/1,200 Hours Worked

### **Summary of Plan Provisions**

7. Early Retirement:

a. Eligibility Age 55 and 5 Years of Service.

b. Monthly Benefit Calculated as for Normal Retirement Actuarially

reduced from age 62.

8. Vested Retirement:

a. Eligibility 5 Years of Service.

b. Monthly Benefit Calculated as for Early or Normal Retirement.

9. Pre-Retirement Death:

a. Eligibility 5 Years of Service.

b. Monthly Benefit Calculated as for an age 55 Early Retirement

reflecting a 50% Joint & Survivor Annuity payment form with death immediately after Early Retirement.

10. Total & Permanent Disability:

a. Eligibility Social Security Disability Award with at least 1 Year

of Service in the past 2 Plan Years.

b. Monthly Benefit Calculated as for Normal Retirement Actuarially

reduced from age 62 and payable on the first of the month following Social Security disability

determination.

## **Summary of Plan Provisions**

11.	Employer Contributions:	Effective Date       Hourly Rate         06/01/2015       \$4.90         06/01/2016       \$5.30
12.	Actuarial Equivalency:	UP 1984 Mortality Table at 7.00%.
13.	Payment Forms:	
	a. Normal	Life Annuity for single participants and an Actuarially Equivalent 50% Joint & Survivor Annuity (QJSA) for married participants.
	b. Optional	Actuarially Equivalent 100%, 75%, or $66^2/_3$ % Joint & Survivor Annuity (QOSA) (with or without Pop-Up).
14.	Changes Since Last Year:	None.

### **Actuarial Assumptions and Methods**

1. Interest Rates:

a. Funding 6.50%.

b. Current Liability 3.00%.

c. ASC 960 5.50% (reflects administration expenses).

### 2. Mortality Rates:

a. Funding

i. Non-Disabled Blue Collar adjusted Pri-2012.

ii. Retired Blue Collar adjusted Pri-2012 Retiree.

iii. Survivor Blue Collar adjusted Pri-2012 Contingent Survivor.

iv. Disabled Pri-2012 Disabled Retiree.

v. Weighting Amount-weighted.

vi. Future Improvement Projected generationally using Scale MP-2019.

b. Current Liability 2019 Static Mortality Table (IRS Notice 2018-02).

3. Actuarial Cost Method: Unit Credit.

4. <u>Termination/Disability Rates</u>: Termination with less than 3 years – 0.30, otherwise:

<u>Age</u>	<b>Termination</b>	<b>Disability</b>
25	0.348939	0.00030
35	0.290736	0.00050
45	0.195489	0.00105
55	0.069401	0.00275
65	0.000000	0.00000

### **Actuarial Assumptions and Methods**

5. Percent Married/Spousal Age:

80% with husbands 3 years older than their wives.

6. Expense Load

\$450,000 per year.

7. Payment Form Election:

Forms of Payment	Election %
Life Annuity	50%
50% J&S	22%
67% J&S	7%
75% J&S	4%
100% J&S	17%

8. Asset Valuation Method:

Market Value of Assets less a decreasing fraction ( $^4/_5$ ,  $^3/_5$ ,  $^2/_5$ , and  $^1/_5$ ) of the preceding 4 years gains and (losses). A year's gain/(loss) equals the actual return less minus the expected return using the funding interest rate. The Actuarial Value is adjusted to be within 80% and 120% of the Market Value.

#### 9. Retirement Rates:

a. Actives:

Age	<u>Rate</u>
55-56	0.30
57-60	0.15
61	0.30
62-63	0.40
64	0.50
65	1.00

b. Terminated Vested:

Age	Rate
55-60	0.03
61	0.10
62	0.50
63-65	0.20
66	1.00

### **Actuarial Assumptions and Methods**

10. Number of Hours Worked:

1,265 per year (995 per year with less than 2 Years

of Service).

11. Changes Since Last Year:

The mortality table and projection scale, payment form election, hours worked, and retirement, termination, and disability rates were updated, the expense load and ASC 960 interest rate were lowered and the Current Liability mortality and interest rates were changed as mandated by the IRS.

## **Rationale for Selection of Significant Actuarial Assumptions**

1.	Interest Rate:	Based on the Plan's target asset allocation reflecting asset class future return expectations as determined by the Plan's investment consultant and publicly available inflation expectations, anticipated risk premiums, and associated long-term capital market assumptions.
2.	Mortality Rates:	Pri-2012 table used as base rates. Blue Collar adjustment used to reflect expected workforce mortality experience. Pri-2012 Retiree table used to reflect expected retiree mortality experience. Pri-2012 Contingent Survivor table used to reflect expected surviving spouse mortality experience. Pri-2012 Disabled Retiree table used to reflect expected disabled mortality experience. Pri-2012 tables are adjusted for expected generational mortality improvement from base year 2012 using Scale MP-2019.
3.	Retirement Rates:	Based on the Plan's most recent experience study.
4.	Hours Worked:	Based on prior year hours worked and adjusted for anticipated changes in future hours worked.
5.	Termination/Disability Rates:	Based on the Plan's most recent experience study.
6.	Payment Form Election:	Based on the Plan's most recent experience study.
7.	Expense Load Assumption:	Based on prior year actual expenses.

### Laborers Local No. 265 Pension Plan

Actuarial Valuation Report as of November 1, 2020

# CUNI, RUST & STRENK

July 22, 2021

Board of Trustees Laborers Local No. 265 Pension Plan

Dear Trustees:

We are pleased to present this Actuarial Valuation Report as of November 1, 2020 on the status of the Laborers Local No. 265 Pension Plan ("Plan"). Cuni, Rust & Strenk is an independent actuarial consulting firm engaged by the Board of Trustees to prepare this Report.

#### Reliance on Plan Administrator and Plan Auditor

In performing this Actuarial Valuation, we have relied on the Plan Administrator's and Plan Auditor's representations that the information that they have supplied, namely the participant data and annual Plan audit, is both accurate and complete. If this information is either inaccurate or incomplete, the results of this Actuarial Valuation could materially change.

#### Experience

Page 1 of the Report summarizes the results of this year's Actuarial Valuation and compares them to last year's results. During 2019-2020 the Plan experienced an actuarial loss of \$885,106, which was the combined result of a \$320,561 loss on the Plan's Actuarial Value of Assets and a \$564,545 loss on the Plan's Accrued Liability. The development of the actuarial loss can be found on pages 4 and 5.

#### **Asset Returns**

Page 2 summarizes the financial position of the Plan's assets as of October 31, 2020, while page 3 shows the development of the Actuarial Value of Assets used to determine the minimum funding requirements, the Pension Protection Act of 2006 (PPA) funded percentage, and the maximum deductible contribution.

As of the valuation date the Actuarial Value of Assets was \$41,369,873 and the Market Value was \$41,157,897. Relative to last year, the Actuarial Value decreased by \$3,033,752, while the Market Value decreased by \$3,971,739. The difference between the changes in Market and Actuarial Value is due to the smoothing method used to calculate the Actuarial Value of Assets. The approximate 2019-2020 return on the Market Value of Assets was 3.4%, which was below the assumed rate of return of 6.5%.

#### **Minimum and Maximum Contributions**

Pages 6 through 11 develop the maximum tax deductible and minimum required contributions for the Plan Year ending October 31, 2021. The maximum contribution that can be made for the year and claimed as a deduction by contributing employers is \$186,238,386, while the minimum required contribution is \$5,200,911 after accounting for the Plan's Funding Standard Account Credit Balance of \$979,359, which is developed on page 8. As of November 1, 2020, the Plan is projected to have a funding deficiency in 2021. This means in 2021 the projected minimum required contribution would exceed that year's anticipated employer contributions.

#### Pension Relief Act of 2010 (PRA)

As allowed under PRA, the Board of Trustees elected to extend the amortization of the Plan's 2008-2009 asset loss from 15 to 29 years and also smooth this loss over 10 years (now fully recognized) in the Plan's Actuarial Value of Assets.

Board of Trustees Laborers Local No. 265 Pension Plan July 22, 2021 Page 2

#### **Amortization Base Extension**

The Plan has received an automatic 5-year amortization extension of its eligible minimum required contribution charge bases under IRC § 431(d)(1). Therefore, this Report reflects the 5-year amortization extension on charge bases established before November 1, 2014.

#### Withdrawal Liability

Page 12 develops the present value of vested accrued benefits at the Current Liability interest rate used to calculate the Plan's Employer Withdrawal Liability. Because the Plan's Vested Accrued Benefit Liability exceeds the Plan's Market Value of Assets, any employer withdrawing from the Plan should be assessed Withdrawal Liability.

#### **ASC 960 Audit Values**

Page 13 shows the present value of accumulated Plan benefits as of October 31, 2020, along with the changes in these liabilities when compared with last year. This information is disclosed each year in the Plan's ASC 960 audit. As of October 31, 2020, the present value of accumulated Plan benefits amount to \$108,273,325, while assets available to pay these benefits equal \$41,157,897.

#### Assessment and Disclosure of Risk (ASOP 51)

The valuation results developed in this Report are dependent on the specific assumptions disclosed herein which are either selected by the actuary or prescribed by the IRS. We make every effort to predict future Plan experience based on our professional judgement, past experience, and insight about future Plan or economic conditions. Deviations in the Report results should be expected and the Plan can face significant risks associated with these deviations. Those risks might include (but not be limited to) asset return, longevity, regulatory, and demographic risk. When we believe additional calculations of the risk impact on the financial condition of the Plan are warranted, we will consult with the Plan Sponsor and recommend additional studies as needed. Page 14 summarizes and measures some of these risks.

#### **PPA Funded Status**

The Plan is Critical and Declining and is operating under a forestall insolvency Rehabilitation Plan. As of November 1, 2020, the Plan was certified to be meeting the annual standards required under its Rehabilitation Plan. This Report confirms the Plan's 2020 PPA status certification that was completed earlier this year.

#### **Participant Information**

Page 15 shows the changes in the number of participants included in this year's valuation when compared to last year. We see that the total number of actives decreased by 7 participants during the 2019-2020 Plan Year. Page 16 shows the age and service distribution for active participants while pages 17 through 20 show the age and benefit distributions of the various classes of inactive participants. Page 21 shows the age and benefit distribution of 2019-2020 Plan Year benefit commencements while page 22 shows the age and benefit distribution of approaching retirements.

Board of Trustees Laborers Local No. 265 Pension Plan July 22, 2021 Page 3

#### **Summary of Hours Worked and Plan History**

Page 23 provides a historical summary of Plan Year annual employer contributions, average contribution rates, and approximate hours worked. Pages 24 and 25 summarizes the Plan's asset history. Included are the contributions, benefit payments, administrative expenses, asset returns, and asset return and cash flow percentages on the Plan's Market Value of Assets since 1984.

#### **Plan Provisions and Actuarial Assumptions**

Pages 26 through 28 outline the Plan Provisions while pages 29 through 32 summarize the Actuarial Assumptions and Methods used for this year's valuation. There were no changes to the Plan Provisions this year and the Actuarial Assumption changes are summarized on page 31. These changes were made to better anticipate future Plan experience. Lastly, the Current Liability interest and mortality rates were changed as mandated by the IRS.

#### **Audit Information**

The purpose of this Report is to determine the minimum and maximum deductible employer contribution requirements for the Plan Year, provide information to be used in the preparation of governmental filings, actuarial certifications, and provide information for the Plan Auditor. This Report is prepared for the sole use of the Board of Trustees. Reliance on this Report for other than the above stated purposes may put the relying Entity at risk of being misled because of confusion or failure to properly interpret the results contained herein.

#### **Actuarial Certification**

We hereby certify that this Report presents fairly the actuarial position of the Laborers Local No. 265 Pension Plan as of November 1, 2020. The mortality table and interest rate used to calculate Current Liability is mandated by the IRS. In our opinion, all other assumptions used to determine the Plan's liabilities and costs are individually reasonable based on Plan experience and represent our best estimate of anticipated future experience under the Plan. This valuation has been performed in accordance with generally accepted actuarial principles and practices and the undersigned meet the qualification standards of the American Academy of Actuaries necessary to render an actuarial opinion.

Respectfully submitted,

CUNI, RUST & STRENK

Allen Pauly, EA, CERA, ASA, MAAA

Senior Actuary

M. R. Rust, EA, MAAA, ASA

President, Lead Actuarial Consultant

### **Table of Contents**

Summary of Valuation Results	1
Plan Assets	
Receipts and Disbursements	2
Development of Actuarial Value of Assets	3
Actuarial Experience	
Actuarial (Gain)/Loss	4
Accrued Liability and Assets	5
Determination of the Full Funding Limitations	6
Maximum Deductible Contribution	7
Minimum Required Contribution	
Funding Standard Account Balance	8
Charge Base Amortization Schedule	9
Credit Base Amortization Schedule	10
Net Amortization Schedule	10
Development of Minimum Required Contribution	11
Unfunded Vested Accrued Benefits	12
Present Value of Accumulated Plan Benefits (ASC 960)	13
Assessment and Disclosure of Risk (ASOP 51)	14
Appendix	
Participant Information	15
Approximate Hours Worked by Plan Year	23
Summary of Plan Asset History	24
Summary of Plan Provisions	26
Actuarial Assumptions and Methods	29

## **Summary of Valuation Results**

		November 1, 2019	November 1, 2020
1.	Number of Participants	202	207
	<ul><li>a. Active Participants</li><li>b. Vested Terminated Participants</li></ul>	293 320	286 317
	c. Retirees and Beneficiaries	697	708
	d. Total: $[(a) + (b) + (c)]$	1,310	1,311
	u. Total. [(a) + (b) + (c)]	1,510	1,511
2.	Normal Cost		
	a. For Benefits	\$192,392	\$168,888
	b. For Expenses	<u>450,000</u>	<u>450,000</u>
	c. Total: $[(a) + (b)]$	\$642,392	\$618,888
3.	Accrued Liability		
	a. Active Participants	\$11,068,108	\$8,743,957
	b. Vested Terminated Participants	20,915,378	20,433,089
	c. Retirees and Beneficiaries	<u>66,878,996</u>	<u>68,927,415</u>
	d. Total: $[(a) + (b) + (c)]$	\$98,862,482	\$98,104,461
4.	Funding Interest Rate	6.5%	6.5%
5.	Asset Values		
	a. Market Value	\$45,129,636	\$41,157,897
	b. Actuarial Value	\$44,403,625	\$41,369,873
	c. Market Value Asset Return	12.0%	3.4%
	d. Cash Flow Percentage	(12.0%)	(13.2%)
	e. Prior Year Contributions	\$2,248,976	\$2,369,519
6.	Real Amounts		
	a. Unfunded Liability: [(3)(d) - (5)(a)]	\$53,732,846	\$56,946,564
	b. Funded Ratio: $[(5)(a) \div (3)(d)]$	45.6%	42.0%
7.	Hourly Amounts		
	a. Approximate Hours Worked	408,031	414,014
	b. Average Contribution Rate: $[(5)(e) \div (a)]$	\$5.51	\$5.72
	c. Normal Cost: $[(2)(c) \div (a)]$	<u>1.57</u>	<u>1.49</u>
	d. Unfunded Liability Payment: [(b) - (c)]	\$3.94	\$4.23
	e. Interest on Unfunded Liability: $[(4) \times (6)(a) \div (a)]$	<u>8.56</u>	<u>8.94</u>
	f. Reduction in Unfunded Liability: [(d) - (e)]	(\$4.62)	(\$4.71)
8.	PPA Information	Critical &	Critical &
	a. Status	Declining	Declining
	b. Funded Percentage: $[(5)(b) \div (3)(d)]$	44.9%	42.2%
	c. Projected Funding Deficiency	2021	2021
	d. Projected Year of Insolvency	2029	2028

### Plan Assets: Receipts and Disbursements

Market Value of Assets as of November 1, 2019 \$ 45,129,636

Receipts:

Employer Contributions\$ 2,369,519Interest and Dividends946,910Net Appreciation/(Depreciation)567,214Investment Fees(60,000)

TOTAL RECEIPTS \$ 3,823,643

Disbursements:

Benefits Paid \$ 7,345,113 Administrative Expenses 450,269

TOTAL DISBURSEMENTS \$ 7,795,382

Excess of Receipts over Disbursements \$ (3,971,739)

Market Value of Assets as of October 31, 2020 \$ 41,157,897

#### **NOTES:**

The approximate return for the Plan Year ending October 31, 2020 was 3.4%.

The Plan's negative cashflow was 13.2% of the Plan's Market Value of Assets as of October 31, 2020.

## Plan Assets: Development of Actuarial Value of Assets

1. Market Value as of November 1, 2019	\$	45,129,636
2. Net Additions a. Employer Contributions b. Benefit Payments c. Administrative Expenses d. Total: [(a) + (b) + (c)]  \$ 2,369,519 (7,345,113) (450,269)	\$	(5,425,863)
3. Expected Investment Income a. On Market Value b. On Employer Contributions c. On Benefit Payments d. On Expenses e. Total: [(a) + (b) + (c) + (d)]  \$ 2,933,426  \$ 75,797  (234,958)  (14,403)	\$	2,759,862
4. Expected Market Value as of October 31, 2020	\$	42,463,635
5. Actual Market Value as of November 1, 2020	\$	41,157,897
6. Net Gain/(Loss) for the 2019-2020 Plan Year: [(5) - (4)]	\$	(1,305,738)
7. Determination of Unrecognized Gain/(Loss):		
Net Adjustment Plan Year Gain/(Loss) Factors		Inrecognized Gain/(Loss)
2019-2020 \$ (1,305,738) 0.80	\$	(1,044,590)
2018-2019 2,344,416 0.60	•	1,406,650
2017-2018 (2,670,001) 0.40		(1,068,000)
2016-2017 2,469,820 0.20		493,964
2015-2016 (2,677,244) 0.00		0
\$ (1,838,747)	\$	(211,976)
8. Preliminary Actuarial Value of Assets: [Actual Market Value as of October 31, 2020		
less Unrecognized Gain/(Loss)]	\$	41,369,873
9. Actuarial Value of Assets:		
[(8), but not less than 80% or greater than 120% of Market Value]	\$	41,369,873
10. Recognized Gain/(Loss)	\$	(1,626,771)

**NOTE:** The approximate return on Actuarial Value of Assets is 5.7%.

## Actuarial Experience: Actuarial (Gain)/Loss

1. Unfunded Accrued Liability as of November 1, 2019		
a. Accrued Liability	\$	98,862,482
b. Actuarial Value of Assets		44,403,625
c. Unfunded Accrued Liability: [(a) - (b), not less than \$0]	\$	54,458,857
2. 2019 Normal Cost	\$	642,392
2. 2015 Normal Cost	Ψ	012,552
3. 2019 Contributions	\$	2,369,519
4. Interest at 6.50% to October 31, 2020	\$	3,505,783
5 Francis III. Cond. d A consult in the Driver Discours D		
5. Expected Unfunded Accrued Liability Prior to Plan, Method and/or Assumption Change: [(1)(c) + (2) - (3) + (4)]	\$	56,237,513
and/of Assumption Change. $[(1)(0) + (2) - (3) + (4)]$	Þ	30,237,313
6. Increase/(Decrease) in Unfunded Accrued Liability due to Plan,		
Method and/or Assumption Change	\$	(388,031)
7. Expected Unfunded Accrued Liability as of October 31, 2020: [(5) + (6)]	\$	55,849,482
• • • • • • • • • • • • • • • • • • • •		
0. 4 4 111 6 1 1 4 11 11 11 11 60 4 1 21 2020		
8. Actual Unfunded Accrued Liability as of October 31, 2020 a. Accrued Liability	\$	98,104,461
b. Actuarial Value of Assets	Ф	41,369,873
c. Unfunded Accrued Liability: [(a) - (b), not less than \$0]	\$	56,734,588
. • • • • • • • • • • • • • • • • • • •	Ψ	23,721,200
	_	
9. Actuarial (Gain)/Loss: [(8)(c) - (7)]	\$	885,106

## Actuarial Experience: Accrued Liability and Assets

1.	Accrued Liability Experience		
	a. Accrued Liability as of November 1, 2019	\$	98,862,482
	b. 2019 Normal Cost		642,392
	c. 2019 Benefit Payments and Expenses		(7,795,382)
	d. Interest at 6.50% to October 31, 2020		6,218,455
	e. Expected Accrued Liability as of November 1, 2020: [(a) + (b) + (c) + (d)]	\$	97,927,947
	f. Actual Accrued Liability as of November 1, 2020 Prior to Changes		98,492,492
	g. Accrued Liability (Gain)/Loss: [(f) - (e)]	\$	564,545
	h. (Decrease)/Increase in Accrued Liability due to Plan, Method		
	and/or Assumption Changes		(388,031)
	i. Accrued Liability as of November 1, 2020: [(f) + (h)]	\$	98,104,461
2.	Actuarial Value of Assets (AVA) Experience		
	a. Actuarial Value of Assets as of November 1, 2019	\$	44,403,625
	b. 2019 Benefit Payments and Expenses		(7,795,382)
	c. 2019 Contributions		2,369,519
	d. Expected Earnings at 6.50% to October 31, 2020		2,712,672
	e. Expected AVA as of November 1, 2020: $[(a) + (b) + (c) + (d)]$	\$	41,690,434
	f. Actual AVA as of November 1, 2020 Prior to Method Change		41,369,873
	g. Actuarial Value of Assets (Gain)/Loss: [(e) - (f)]	\$	320,561
	h. (Decrease)/Increase in AVA due to Method Change		0
	i. Actuarial Value of Assets after Method Change: [(f) + (h)]	\$	41,369,873
3	Total Actuarial (Gain)/Loss: $[(1)(g) + (2)(g)]$	\$	885,106
٠.	10m110mm (0mm/2000: [(1)(6) · (2)(6)]	Ψ	005,100

## **Determination of the Full Funding Limitations**

		IRC §404 Maximum	IRC §412 Minimum
1.	Accrued Liability Basis		
	a. Estimated End of Year Accrued Liability	\$ 97,208,674	\$ 97,208,674
	b. Estimated End of Year Assets	 35,901,468	 34,858,451
	c. Accrued Liability Basis Full Funding Limit:		
	[(a) - (b), but not less than \$0]	\$ 61,307,206	\$ 62,350,223
2.	Current Liability Basis  a. Estimated End of Year Current Liability  b. Estimated End of Year Assets	\$ 158,813,833 36,100,980	\$ 158,813,833 36,100,980
	c. Current Liability Full Funding Limit: [{90% of (2)(a)} - (2)(b), but not less than \$0]	\$ 106,831,470	\$ 106,831,470
3.	Full Funding Limitation: [Greater of (1) and (2)]	\$ 106,831,470	\$ 106,831,470

## **Development of Maximum Deductible Contribution**

1. Normal Cost plus 10-Year Amortization	
a. 2020 Normal Cost	\$ 618,888
b. Net Limit Adjustment (Fresh Start)	7,410,373
c. Interest on (a) and (b) to October 31, 2021	 521,902
d. Total as of October 31, 2021: $[(a) + (b) + (c)]$	\$ 8,551,163
2. Minimum Required Contribution	\$ 5,200,911
3. Full Funding Limitation at October 31, 2021	\$ 106,831,470
4. Contribution Necessary to Fund 140% of Current Liability	
a. Estimated End of Year Current Liability	\$ 158,813,833
b. Estimated End of Year Assets	 36,100,980
c. Contribution to Fund 140% of Current Liability: [{140% of (a)} - (b)]	\$ 186,238,386
5. Maximum Deductible Contribution for Fiscal Year 2021: [Greater of {the lesser of (1)(d) and (3)}, (2) and (4)(c)]	\$ 186,238,386

## Minimum Required Contribution: Funding Standard Account Balance

### 1. Charges

	a. Funding Deficiency as of October 31, 2019	\$ 0
	b. Normal Cost as of November 1, 2019	642,392
	c. Amortization Charges	8,896,594
	d. Interest to October 31, 2020	620,034
	e. Total Charges	\$ 10,159,020
2.	Credits	
	a. Credit Balance as of October 31, 2019	\$ 4,460,220
	b. Employer Contributions for the 2019 Plan Year	2,369,519
	c. Amortization Credits	3,702,280
	d. Interest to October 31, 2020	606,360
	e. Full Funding Credit	0
	f. Total Credits	\$ 11,138,379
3.	Funding Standard Account Balance as of October 31, 2020	\$ 979,359

## **Minimum Required Contribution: Amortization Schedule**

### Charge Bases:

Date		Initial	Rem.		11/1/2020
Established	Type	Balance	Years	Payment	Balance
11/01/1990	Amendment	\$ 1,968,452	5	\$ 95,847	\$ 424,196
11/01/1991	Amendment	3,136,069	6	162,548	838,052
11/01/1992	Amendment	2,544,925	7	138,522	809,108
11/01/1994	Amendment	4,717,987	9	268,354	1,902,298
11/01/1995	Amendment	2,985,546	10	178,320	1,365,238
11/01/1996	Assumption	805,643	11	49,151	402,486
11/01/1996	Amendment	4,906,520	11	299,340	2,451,238
11/01/1997	Amendment	4,970,442	12	308,693	2,682,244
11/01/1998	Amendment	3,785,071	13	238,649	2,185,715
11/01/1999	Amendment	84,298	14	5,384	51,680
11/01/2001	Assumption	4,003,592	16	260,985	2,714,934
11/01/2002	Assumption	65,838	17	4,327	46,593
11/01/2006	Cost Method	9,318,928	1	419,015	419,015
11/01/2007	Amendment	418,241	22	28,250	347,049
11/01/2008	Assumption	177,865	8	13,433	87,111
11/01/2008	Asset Loss	16,777,129	17	1,239,679	13,348,567
11/01/2009	Assumption	234,420	9	18,262	129,454
11/01/2009	Cost Method	717,669	4	55,456	202,329
11/01/2009	Asset Loss	3,438,969	17	256,805	2,765,211
11/01/2010	Assumption	901,590	10	72,049	551,616
11/01/2010	Asset Loss	3,658,002	17	276,312	2,975,270
11/01/2011	Assumption	1,773,170	11	144,739	1,185,247
11/01/2011	Asset Loss	7,474,933	17	571,720	6,156,149
11/01/2012	Assumption	928,875	12	77,185	670,668
11/01/2014	Assumption	200,893	9	20,126	142,663
11/01/2014	Experience	3,836,746	9	384,369	2,724,701
11/01/2015	Experience	4,975,841	10	496,896	3,804,292
11/01/2015	Assumption	9,597,274	10	958,401	7,337,615
11/01/2016	Assumption	2,722,907	11	271,914	2,226,663
11/01/2016	Experience	4,106,634	11	410,096	3,358,204
11/01/2017	Experience	5,359,125	12	535,172	4,650,127
11/01/2018	Experience	3,524,097	13	351,922	3,223,161
11/01/2019	Experience	1,328,194	14	132,636	1,273,269
11/01/2019	Assumption	1,522,467	14	152,036	1,459,509
11/01/2020	Experience	885,106	15	88,388	885,106
	Total Charges			\$ 8,984,981	\$ 75,796,778

## **Minimum Required Contribution: Amortization Schedule**

### Credit Bases:

Date			Initial	Rem.		11/1/2020
Established	Type		Balance	Years	 Payment	 Balance
11/01/1991	Assumption	\$	3,542,066	1	\$ 273,245	\$ 273,245
11/01/1994	Assumption		1,661,259	4	122,550	447,125
11/01/1996	Amendment		21,374	6	1,617	8,331
11/01/1998	Assumption		202,718	8	15,229	98,747
11/01/2006	Assumption		5,008,938	16	367,474	3,822,714
11/01/2007	Experience		1,908,062	2	196,012	380,062
11/01/2007	Assumption		1,315,410	17	96,257	1,036,469
11/01/2008	Amendment		4,201,471	3	429,934	1,212,682
11/01/2008	Experience		1,381,276	3	141,345	398,685
11/01/2009	Experience		9,730,729	4	991,977	3,619,203
11/01/2010	Experience		5,381,941	5	546,631	2,419,276
11/01/2011	Experience		1,071,777	6	108,468	559,225
11/01/2012	Experience		504,665	7	50,897	297,285
11/01/2013	Experience		253,579	8	25,487	165,276
11/01/2017	Amendment		1,324,031	12	132,220	1,148,867
11/01/2017	Assumption		1,087,646	12	108,614	943,755
11/01/2018	Assumption		944,508	13	94,320	863,853
11/01/2020	Assumption		388,031	15	 38,749	 388,031
	Total Credits				\$ 3,741,026	\$ 18,082,831
1.	Net Amortization					\$ 57,713,947
2.	Credit Balance					\$ 979,359
3.	Balance Test: [(1)	) - (	2)]			\$ 56,734,588
4.	Unfunded Accrued	d L	iability:			
	a. Accrued Liabil	-				\$ 98,104,461
	b. Actuarial Valu					 41,369,873
	c. Unfunded Acc	rue	d Liability: [(	a) - (b)]		\$ 56,734,588

### **Development of Minimum Required Contribution**

### 1. Charges

- a. Funding Deficiency as of October 31, 2020
- 0

\$

b. Normal Cost for the 2020 Plan Year

618,888

c. Amortization Charges

8,984,981

d. Interest to October 31, 2021

624,252

e. Total Charges as of October 31, 2021:

$$[(a) + (b) + (c) + (d)]$$

\$ 10,228,121

#### 2. Credits

a. Credit Balance as of October 31, 2020

\$ 979,359

b. Amortization Credits

3,741,026

c. Interest to October 31, 2021

306,825

d. Full Funding Credit

0

e. Total Credits as of October 31, 2021:

$$[(a) + (b) + (c) + (d)]$$

\$ 5,027,210

3. Preliminary Minimum Required Contribution:

$$[(1)(e) - (2)(e)$$
, but not less than \$0]

\$ 5,200,911

- 4. Full Funding Limitation
  - a. Based on 100% of Accrued Liability

\$ 62,350,223

b. Based on 90% of RPA '94 Current Liability

\$ 106,831,470

c. Full Funding Limitation: [Larger of (a) and (b)]

\$ 106,831,470

5. Minimum Required Contribution payable October 31, 2021:

[Minimum of (3) and (4)(c)]

\$ 5,200,911

### **Unfunded Vested Accrued Benefits at the Current Liability Interest Rate**

1. Value of Vested Accrued Benefits

a. For Active Participants	\$ 17,190,677
b. For Vested Terminated Participants	39,683,731
c. For Retirees and Beneficiaries	96,576,027

d. Total: [(a) + (b) + (c)] \$ 153,450,435

2. Market Value of Assets \$\\$41,157,897

3. Value of Unfunded/(Overfunded) Vested Accrued Benefits: [(1)(d) - (2)] \$ 112,292,538

### Present Value of Accumulated Plan Benefits (ASC 960)

	October 31, 2019	October 31, 2020
1. Present Value of Accumulated Vested Benefits		
<ul><li>a. Active Participants</li><li>b. Vested Terminated Participants</li></ul>	\$ 12,713,194 24,228,433	\$ 10,008,551 23,590,722
c. Retirees and Beneficiaries	72,221,419	74,383,799
d. Total: $[(a) + (b) + (c)]$	\$ 109,163,046	\$ 107,983,072
2. Accumulated Non-Vested Benefits	\$ 317,126	\$ 290,253
3. Total Accumulated Benefits: [(1)(d) + (2)]	\$ 109,480,172	\$ 108,273,325
4. Net Assets Available for Benefits	\$ 45,129,636	\$ 41,157,897
5. Discount Rate	5.50%	5.50%

### <u>Changes in the Value of Accumulated Plan Benefits</u> <u>for the Plan Year Ending October 31, 2020</u>

1. Value of Accumulated Plan Benefits as of October 31	, 2019:		\$ 109,480,172
2. Increase/(Decrease) in Value due to:			
a. Decrease in Discount Period	\$	5,822,122	
b. Plan Amendment		0	
c. Assumption Change		(506,850)	
d. Benefits Paid		(7,345,113)	
e. Plan Experience and Benefit Accrual		822,994	
f. Total Net Increase/(Decrease):		_	
[(a) + (b) + (c) + (d) + (e)]			\$ (1,206,847)
3. Value of Accumulated Plan Benefits as of October 31	, 2020: [(	(1) + (2)(f)	\$ 108,273,325

### Assessment and Disclosure of Risk (ASOP 51)

Actuarial Standard of Practice No. 51 requires an assessment and disclosure of the risk that the results of future actuarial valuations may differ significantly from the results of the current actuarial valuation. Future differences may be caused by asset returns that are lower than expected (Investment Risk), participants living longer than expected (Longevity Risk), a decline in future hours worked or a concentration of hours with a small number of employers (Contribution Risk), and asset declines that are not matched by declines in liabilities (Asset/Liability Mismatch Risk).

		November 1, 2019	November 1, 2020
1.	Plan Maturity Measures		
	a. Duration	9.9	9.5
	b. Active Average Age	45.5	44.8
	c. Ratio of Retirees to Actives	2.4	2.5
	d. Retiree Liability as a % of Total Liability	67.6%	70.3%
	e. Cash Flow Percentage	(12.0%)	(13.2%)

Duration measures approximately how much liabilities change with a 1.00% change in the interest rate used to calculate these liabilities. Duration can also be used as the number of years to amortize unfunded liabilities.

		November 1, 2019	November 1, 2020
2.	Actuarial Valuation Results		
	a. Real Funded Ratio	45.6%	42.0%
	b. Funding Interest Rate	6.5%	6.5%
	c. Unfunded Liability	\$53,732,846	\$56,946,564
	d. Hours Worked	408,031	414,014
	e. Market Value Asset Return	12.0%	3.4%
	f. Average Hourly Contribution Rate	\$5.51	\$5.72
3.	100% Funded Average Hourly Contribution Rates		
	a. Valuation Assumptions	\$18.94	\$20.07
	b. Interest Rate Reduced to 5.50% (Investment Risk)	\$21.70	\$22.70
	c. 10% Mortality Improvement (Longevity Risk)	\$19.78	\$20.91
	d. Decline in Future Hours Worked (Contribution Risk)	\$22.73	\$24.44

The 100% funded average hourly contribution rates are the amounts needed for the Plan to be 100% funded by the end of the Plan's duration period. The hours decline assumes future hours worked of 340,000 per year.

		November 1, 2019	November 1, 2020
4.	Employer Concentration (Contribution Risk)		
	a. Top Five	40.7%	46.5%
	b. Top Ten	64.1%	70.8%

Top employer contributions as a percentage of the Plan's total contributions. Contributions are net of reciprocity.

### **Plan Participant Summary**

	Actives	Vested <u>Terms</u>	Service Retirees	Disability Retirees	QDRO AP & Beneficiaries	<u>Total</u>
As of November 1, 2019	293	320	423	116	158	1,310
Deaths during the Year						
a. with Beneficiary	(2)	2	(8)	(4)	12	0
b. without Beneficiary	(1)	(1)	(15)	(6)	(8)	(31)
Retired during the Year	(7)	(25)	31	1	0	0
Partial Pension Provisions	0	0	4	0	0	4
QDRO Filed during the Year	0	0	0	0	2	2
Became Inactive						
a. with Vesting	(31)	31	0	0	0	0
b. without Vesting	(39)	0	0	0	0	(39)
Returned to Work	19	(9)	0	0	0	10
New Entrants	54	0	0	0	0	54
Lump Sum Distributions	0	0	0	0	0	0
Data Corrections	0	(1)	1_	0	1	1
As of November 1, 2020	286	317	436	107	165	1,311
Fully Vested Participants	136	317	436	107	165	1,161
Not Vested Participants	150	0	0	0	0	150
Total as of November 1, 2020	286	317	436	107	165	1,311

<sup>&</sup>lt;sup>1</sup> Includes 3 surviving spouses and 2 QDRO alternate payees entitled to future benefits.

### **Total Years of Service**

Age										
<u>Group</u>	<u>&lt; 1</u>	<u>1-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25-29</u>	<u>30-34</u>	<u>35 +</u>	<u>Total</u>
< 20	0	0	0	0	0	0	0	0	0	0
20-24	0	15	0	0	0	0	0	0	0	15
25-29	0	22	1	0	0	0	0	0	0	23
30-34	0	21	4	0	0	0	0	0	0	25
35-39	0	23	12	4	3	0	0	0	0	42
40-44	0	23	6	0	7	1	0	0	0	37
45-49	0	10	4	3	6	5	0	0	0	28
50-54	0	16	10	7	7	2	5	2	0	49
55-59	0	14	10	7	3	1	5	3	1	44
60-64	0	6	3	4	1	1	2	1	0	118
65-69	0	0	2	1	1	0	0	0	0	4
70 +	0	0	0	0	0	0	0	0	1	1
Total	0	150	52	26	28	10	12	6	2	286

Average Age:	44.8	Years	(Last Year: 45.5	)
Average Expected Lifetime:	86.3	Years	(Last Year: 86.7	)
Average Service:	8.1	Years	(Last Year: 11.3	)

Age	Number	Monthly	Monthly Benefit		
Group	of Lives	Total	Av	verage	
< 20	0	\$ 0	\$	0	
20-24	0	0		0	
25-29	0	0		0	
30-34	5	800		160	
35-39	31	11,135		359	
40-44	39	20,062		514	
45-49	38	22,121		582	
50-54	67	52,793		788	
55-59	81	63,253		781	
60-64	48	44,034		917	
65-69	8	9,057		1,132	
70-74	0	0		0	
75 +	0	0		0	
Total	317	\$ 223,255	\$	704	
		Average Age		52.0	
	Average E	xpected Lifetime	:	86.2	

## Retired Participants as of November 1, 2020

	Life Annuities			Joint & Survivor Annuities				
Age	Number	Monthly Benefit		Number	Monthly Benefit			
<u>Group</u>	of Lives	Total	Average	of Lives	Total	Average		
< 50	0	\$ 0	\$ 0	0	\$ 0	\$ 0		
50-54	0	0	0	0	0	0		
55-59	12	8,830	736	14	12,940	924		
60-64	48	40,155	837	51	59,172	1,160		
65-69	57	40,934	718	56	57,236	1,022		
70-74	34	36,384	1,070	41	57,651	1,406		
75-79	18	14,682	816	32	32,077	1,002		
80-84	19	20,111	1,058	16	15,985	999		
85-89	8	9,450	1,181	11	10,976	998		
90 +	14	14,123	1,009	5	6,047	1,209		
Total	210	\$ 184,669	\$ 879	226	\$ 252,084	\$ 1,115		

Average Age:	71.3	Average Age:	70.6
Average Expected Lifetime:	85.9	Average Expected Joint Lifetime:	92.4

Life Annuities			<u> </u>	Joint & Survivor Annuities				
Age	Number	Monthly	Benefit	Number	Monthly Benefit			
<u>Group</u>	of Lives	Total	Average	of Lives	Total	Average		
< 50	4	\$ 2,545	\$ 636	0	\$ 0	\$ 0		
50-54	4	2,034	509	0	0	0		
55-59	18	9,566	531	0	0	0		
60-64	23	23,662	1,029	3	2,793	931		
65-69	15	11,139	743	6	6,294	1,049		
70-74	9	8,813	979	10	11,570	1,157		
75-79	5	5,614	1,123	2	2,831	1,416		
80-84	4	3,508	877	1	919	919		
85-89	3	1,238	413	0	0	0		
90 +	0	0	0	0	0	0		
Total	85	\$ 68,119	\$ 801	22	\$ 24,407	\$ 1,109		

Average Age:	64.8	Average Age:	70.1
Average Expected Lifetime:	80.3	Average Expected Joint Lifetime:	91.2

## Beneficiary and Alternate Payee Participants as of November 1, 2020

Age	Number	Month	nthly Benefit		
<u>Group</u>	of Lives	Total	Average		
< 50	2	\$ 482	\$ 241		
50-54	2	944	472		
55-59	11	7,191	654		
60-64	18	9,626	535		
65-69	27	12,573	466		
70-74	22	14,701	668		
75-79	27	13,896	515		
80-84	32	17,490	547		
85-89	14	5,647	403		
90 +	10	3,325	333		
Total	165	\$ 85,875	\$ 520		

Average Age:	74.4
Average Expected Lifetime:	87.9

## Age Distribution of 2019-2020 Plan Year Benefit Commencements

Retirement	Number	Monthly	Benefit	
<u>Age</u>	of Lives	Total	Average	
< 50	0	\$ 0	\$ 0	
50	0	0	0	
51	0	0	0	
52	0	0	0	
53	1	746	746	
54	0	0	0	
55	4	1,956	489	
56	2	569	285	
57	2			
58	3	1,703	568	
59	2	1,319	660	
60	1	306	306	
61	2	3,531	1,766	
62	13	12,656	974	
63	3	2,133	711	
64	0	0	0	
65	1	1,220	1,220	
66	4	1,861	465	
67	0	0	0	
68	0	0	0	
69	0	0	0	
70 +	0	0	0	
Total	38	\$ 29,916	\$ 787	

Average Age:	61.0
Average Expected Lifetime:	83.8

## Age Distribution of Approaching Retirements as of November 1, 2020

	Active Participants				Vested Terr	ns	Total Participants		
•		Monthly	Benefit		Monthly Benefit			Monthly	Benefit
Age	No.	Total	Average	No.	Total	Average	No.	Total	Average
50	8	\$ 4,554	\$ 569	14	\$ 8,703	\$ 622	22	\$ 13,257	\$ 603
51	6	1,048	175	7	5,623	803	13	6,671	513
52	11	5,687	517	15	11,623	775	26	17,310	666
53	8	2,944	368	21	20,499	976	29	23,443	808
54	16	14,671	917	10	6,345	635	26	21,016	808
55	16	10,015	626	15	12,781	852	31	22,796	735
56	6	3,100	517	19	14,811	780	25	17,911	716
57	7	6,691	956	14	10,793	771	21	17,484	833
58	6	3,104	517	17	13,899	818	23	17,003	739
59	9	7,409	823	16	10,969	686	25	18,378	735
60	3	2,506	835	22	20,529	933	25	23,035	921
61	7	4,349	621	11	8,786	799	18	13,135	730
62	5	2,444	489	10	7,203	720	15	9,647	643
63	1	238	238	2	3,599	1,800	3	3,837	1,279
64	2	751	376	3	3,918	1,306	5	4,669	934
65	2	1,640	820	3	4,118	1,373	5	5,758	1,152
66	0	0	0	4	4,715	1,179	4	4,715	1,179
67	0	0	0	0	0	0	0	0	0
68	2	195	98	1	223	223	3	418	139
69	0	0	0	0	0	0	0	0	0
70	0	0	0	0	0	0	0	0	0
71	0	0	0	0	0	0	0	0	0
72	0	0	0	0	0	0	0	0	0
73	1	2,598	2,598	0	0	0	1	2,598	2,598
74	0	0	0	0	0	0	0	0	0
75 +	0	0	0	0	0	0	0	0	0
Total	116	\$73,944	\$ 637	204	\$169,137	\$ 829	320	\$243,081	\$ 760

## **Approximate Hours Worked by Plan Year**

Plan				Plan			
Year		Average	Approximate	Year		=	Approximate
Ending	C4:14:	Contribution		Ending	C 4 11 4 :	Contribution	
10/31	Contribution		Worked	<u>10/31</u>	Contribution		Worked
1969	\$251,714	\$0.10	2,517,140	1998	\$1,653,027	\$1.60	1,024,588
1970	227,018	\$0.10	2,270,180	1999	1,831,827	\$1.80	1,052,992
1971	231,049	\$0.15	1,540,327	2000	1,970,517	\$1.90	1,079,351
1972	290,778	\$0.20	1,453,890	2001	1,943,727	\$1.90	1,014,240
1973	395,655	\$0.20	1,978,275	2002	2,125,436	\$1.90	1,089,400
1974	413,937	\$0.24	1,712,819	2003	2,357,867	\$1.90	1,224,319
1975	584,804	\$0.34	1,711,605	2004	2,116,404	\$1.90	1,105,259
1976	591,556	\$0.40	1,478,890	2005	2,207,813	\$1.90	1,154,016
1977	617,076	\$0.44	1,397,143	2006	2,264,806	\$1.94	1,153,444
1978	850,622	\$0.58	1,458,217	2007	1,557,435	\$2.04	730,858
1979	1,382,112	\$0.74	1,863,513	2008	1,419,803	\$2.10	660,209
1980	1,528,273	\$0.80	1,910,341	2009	1,213,425	\$2.27	506,934
1981	1,327,355	\$0.90	1,474,839	2010	1,217,670	\$2.67	456,626
1982	1,111,836	\$0.98	1,140,345	2011	1,365,823	\$3.17	431,242
1983	1,457,678	\$1.14	1,281,475	2012	1,764,033	\$3.50	504,614
1984	1,361,583	\$1.25	1,089,266	2013	1,355,384	\$3.73	363,634
1985	1,031,652	\$1.25	825,322	2014	2,013,998	\$4.22	477,810
1986	1,080,825	\$1.25	864,660	2015	1,967,028	\$4.57	430,608
1987	1,280,368	\$1.25	1,024,294	2016	1,991,568	\$4.97	400,623
1988	1,541,407	\$1.25	1,233,126	2017	2,069,089	\$5.45	379,675
1989	1,637,862	\$1.25	1,310,290	2018	1,961,803	\$5.49	357,618
1990	1,732,358	\$1.31	1,319,892	2019	2,248,976	\$5.51	408,031
1991	1,647,199	\$1.40	1,176,571	2020	2,369,519	\$5.72	414,014
1992	1,436,595	\$1.40	1,026,139				
1993	1,495,860	\$1.40	1,068,471				
1994	1,122,474	\$1.40	801,767				
1995	1,100,906	\$1.52	726,317				
1996	1,312,608	\$1.60	820,380				
1997	1,546,863	\$1.60	966,789				

## **Market Value Asset History (1984-2020)**

Plan									
Year			Plan Year		Plan Year		Market Value	Asset	Cash
Ending	Plan Year	Plan Year	Admin.		Investment		of Assets	Return	Flow
10/31	Contribution	Benefits Paid	_Ex	penses		Return	at Year End		<u>%</u>
1984	\$ 1,361,583	\$ 570,941	\$	83,287	\$	1,246,555	\$17,588,768	7.8%	4.0%
1985	1,031,652	719,030		86,745		2,994,969	20,803,614	16.9%	1.1%
1986	1,080,825	904,960		95,487		6,279,773	27,163,765	30.1%	0.3%
1987	1,280,368	1,124,569		100,951		353,836	27,572,449	1.3%	0.2%
1988	1,541,407	1,307,148		117,422		4,765,845	32,455,131	17.2%	0.4%
1989	1,637,862	1,415,897		139,307		5,896,475	38,434,264	18.1%	0.2%
1990	1,732,358	1,871,250		156,105		(1,745,239)	36,394,028	(4.6%)	(0.8%)
1991	1,647,199	2,017,536		133,911		10,912,104	46,801,884	30.2%	(1.1%)
1992	1,436,595	2,404,811		140,119		5,755,687	51,449,236	12.4%	(2.2%)
1993	1,495,860	2,797,413		152,366		5,632,974	55,628,291	11.1%	(2.6%)
1994	1,122,474	2,993,718		121,167		1,036,974	54,672,854	1.9%	(3.6%)
1995	1,100,906	3,414,839		155,261		8,665,940	60,869,600	16.2%	(4.1%)
1996	1,312,608	3,655,152		146,957		9,805,869	68,185,968	16.4%	(3.7%)
1997	1,546,863	3,905,465		201,105		14,546,087	80,172,348	21.7%	(3.2%)
1998	1,653,027	5,169,791		197,536		5,113,740	81,571,788	6.5%	(4.6%)
1999	1,831,827	5,006,205		184,500		3,359,150	81,572,060	4.2%	(4.1%)
2000	1,970,517	5,523,894		200,239		5,418,210	83,236,654	6.8%	(4.5%)
2001	1,943,727	5,501,480		228,045		(8,083,571)	71,367,285	(9.9%)	(5.3%)
2002	2,125,436	5,618,687		247,020		(1,324,674)	66,302,340	(1.9%)	(5.6%)
2003	2,357,867	5,557,940		233,033		10,226,224	73,095,458	15.8%	(4.7%)
2004	2,116,404	5,724,814		278,885		6,785,645	75,993,808	9.5%	(5.1%)
2005	2,207,813	5,830,707		253,274		6,229,805	78,347,445	8.4%	(4.9%)
2006	2,264,806	6,053,623		323,691		10,832,445	85,067,382	14.2%	(4.8%)
2007	1,557,435	6,385,658		311,835		10,417,283	90,344,607	12.6%	(5.7%)
2008	1,419,803	6,496,475		316,144	(	(24,771,762)	60,180,029	(28.3%)	(9.0%)
2009	1,213,425	6,420,617		315,416		9,526,869	64,184,290	16.6%	(8.6%)
2010	1,217,670	6,538,221		320,246		7,838,621	66,382,114	12.8%	(8.5%)
2011	1,365,823	6,772,901		307,729		1,260,696	61,928,003	2.0%	(9.2%)
2012	1,764,033	6,881,243		291,944		6,145,823	62,664,672	10.4%	(8.6%)
2013	1,355,384	7,066,206		301,575		9,017,824	65,670,099	15.1%	(9.2%)
2014	2,013,998	7,004,633		328,935		2,894,035	63,244,564	4.6%	(8.4%)
2015	1,967,028	7,128,825		325,867		(2,166,802)	55,590,098	(3.6%)	(9.9%)

### Market Value Asset History (1984-2020)

Plan							
Year			Plan Year	Plan Year	Market Value	Asset	Cash
Ending	Plan Year	Plan Year	Admin.	Investment	of Assets	Return	Flow
10/31	Contribution	Benefits Paid	Expenses	Return	at Year End		
1984	\$ 1,361,583	\$ 570,941	\$ 83,287	\$ 1,246,555	\$17,588,768	7.8%	4.0%
2016	1,991,568	7,189,999	362,927	758,214	50,786,954	1.4%	(11.0%)
2017	2,069,089	7,283,516	383,497	5,591,904	50,780,934	11.7%	(11.0%)
2018	1,961,803	7,241,603	511,700	445,500	45,434,934	0.9%	(12.7%)
2019	2,248,976	7,228,143	450,143	5,124,012	45,129,636	12.0%	(12.0%)
2020	2,369,519	7,345,113	450,269	1,454,124	41,157,897	3.4%	(13.2%)
Totals	\$62,315,538	\$176,073,023	\$8,954,640	\$148,241,164		8.1%	

### **Summary of Plan Provisions**

1. Effective Date:

November 1, 1968.

2. Plan Year:

November 1<sup>st</sup> through October 31<sup>st</sup>.

3. Covered Employees:

All employees covered by the Local 265 Collective Bargaining Agreement.

4. Eligibility:

1,000 Hours of Service.

5. Year of Service:

1 Year of Service is granted for each Plan Year in which 1,000 or more Hours of Service are worked with  $^{1}/_{10}$  of a year for each 100 hours less than 1,000.

#### 6. Normal Retirement:

a. Eligibility

Age 62 and 5<sup>th</sup> anniversary of Plan participation.

b.	Mon	thlv	Ben	efit

Effective Date	Benefit Credit
11/01/1968	4.350% of Contributions
11/01/1976	\$1.00/100 Hours Worked
11/01/1977	\$1.50/100 Hours Worked
11/01/1979	\$1.75/100 Hours Worked
11/01/1982	\$2.50/100 Hours Worked
11/01/1983	2.240% of Contributions
11/01/1985	2.552% of Contributions
11/01/1987	2.650% of Contributions
11/01/1988	2.915% of Contributions
11/01/1994	2.500% of Contributions
11/01/1999	2.300% of Contributions
03/01/2009	\$15.00/1,200 Hours Worked

### **Summary of Plan Provisions**

7. Early Retirement:

a. Eligibility Age 55 and 5 Years of Service.

b. Monthly Benefit Calculated as for Normal Retirement Actuarially

reduced from age 62.

8. Vested Retirement:

a. Eligibility 5 Years of Service.

b. Monthly Benefit Calculated as for Early or Normal Retirement.

9. Pre-Retirement Death:

a. Eligibility 5 Years of Service.

b. Monthly Benefit Calculated as for an age 55 Early Retirement

reflecting a 50% Joint & Survivor Annuity payment form with death immediately after Early Retirement.

10. Total & Permanent Disability:

a. Eligibility 5 Years of Service with at least 1 Year of Service in

the past 2 Plan Years and the Social Security

Disability Award.

b. Monthly Benefit Calculated as for Normal Retirement Actuarially

reduced from age 62 and payable on the first of the month following Social Security disability

determination.

### **Summary of Plan Provisions**

11. Employer Contributions: Effective Date **Hourly Rate** 06/01/2015 \$4.90 06/01/2016 \$5.30 12. Actuarial Equivalency: UP 1984 Mortality Table at 7.00%. 13. Payment Forms: a. Normal Life Annuity for single participants and an Actuarially Equivalent 50% Joint & Survivor Annuity (QJSA) for married participants. Actuarially Equivalent 100%, 75%, 66<sup>2</sup>/<sub>3</sub>%, or 50% b. Optional Joint & Survivor Annuity (QOSA), with or without Pop-up. 14. Changes Since Last Year: None.

### **Actuarial Assumptions and Methods**

1. Interest Rates:

a. Funding 6.50%.

b. Current Liability 2.51%.

c. ASC 960 5.50% (reflects administration expenses).

### 2. Mortality Rates:

a. Funding

i. Non-Disabled Blue Collar adjusted Pri-2012.

ii. Retired Blue Collar adjusted Pri-2012 Retiree.

iii. Survivor Blue Collar adjusted Pri-2012 Contingent Survivor.

iv. Disabled Pri-2012 Disabled Retiree.

v. Weighting Amount-weighted.

vi. Future Improvement Projected generationally using Scale MP-2020.

b. Current Liability 2020 Static Mortality Table (IRS Notice 2019-26).

3. Actuarial Cost Method: Unit Credit.

4. <u>Termination/Disability Rates</u>: Termination with less than 3 years – 0.30, otherwise:

<u>Age</u>	<b>Termination</b>	<b>Disability</b>
25	0.348939	0.00030
35	0.290736	0.00050
45	0.195489	0.00105
55	0.069401	0.00275
65	0.000000	0.00000

### **Actuarial Assumptions and Methods**

5. Percent Married/Spousal Age:

80% with husbands 3 years older than their wives.

6. Expense Load

\$450,000 per year.

7. Payment Form Election:

Forms of Payment	Election %
Life Annuity	54%
50% J&S	10%
50% J&S w/ Pop-up	11%
67% J&S	2%
67% J&S w/ Pop-up	2%
75% J&S	1%
75% J&S w/ Pop-up	2%
100% J&S	9%
100% J&S w/ Pop-up	9%

8. Retirement Rates:

		Terminated
Age	<u>Active</u>	<u>Vesteds</u>
55-56	0.30	0.03
57-60	0.15	0.03
61	0.30	0.10
62	0.40	0.50
63	0.40	0.20
64	0.50	0.20
65	1.00	0.20
66+	1.00	1.00

9. Asset Valuation Method:

Market Value of Assets less a decreasing fraction ( $^4/_5$ ,  $^3/_5$ ,  $^2/_5$ , and  $^1/_5$ ) of the preceding 4 years gains and (losses). A year's gain/(loss) equals the actual return less minus the expected return using the funding interest rate. The Actuarial Value is adjusted to be within 80% and 120% of the Market Value.

### **Actuarial Assumptions and Methods**

10. Number of Hours Worked: 1,290 per year (1010 per year with less than 2 Years

of Service).

11. Changes Since Last Year: The mortality projection scale, payment form

election, and hours worked assumptions were updated, and the Current Liability mortality and interest rates were changed as mandated by the IRS.

# **Rationale for Selection of Significant Actuarial Assumptions**

1.	Interest Rate:	Based on the Plan's target asset allocation reflecting asset class future return expectations as determined by the Plan's investment consultant and publicly available inflation expectations, anticipated risk premiums, and associated long-term capital market assumptions.
2.	Mortality Rates:	Pri-2012 table used as base rates. Blue Collar adjustment used to reflect expected workforce mortality experience. Pri-2012 Retiree table used to reflect expected retiree mortality experience. Pri-2012 Contingent Survivor table used to reflect expected surviving spouse mortality experience. Pri-2012 Disabled Retiree table used to reflect expected disabled mortality experience. Pri-2012 tables are adjusted for expected generational mortality improvement from base year 2012 using Scale MP-2020.
3.	Retirement Rates:	Based on the Plan's most recent experience study.
4.	Hours Worked:	Based on prior year hours worked and adjusted for anticipated changes in future hours worked.
5.	Termination/Disability Rates:	Based on the Plan's most recent experience study.
6.	Payment Form Election:	Based on the Plan's most recent experience study.
7.	Expense Load Assumption:	Based on prior year actual expenses.

# Laborers Local No. 265 Pension Plan



Actuarial Valuation Report as of November 1, 2021

# CUNI, RUST & STRENK ACTUARIAL CONSULTING

November 3, 2022

Board of Trustees Laborers Local No. 265 Pension Plan

Dear Trustees:

We are pleased to present this Actuarial Valuation Report as of November 1, 2021 on the status of the Laborers Local No. 265 Pension Plan ("Plan"). Cuni, Rust & Strenk is an independent actuarial consulting firm engaged by the Board of Trustees to prepare this Report.

#### Reliance on Plan Administrator and Plan Auditor

In performing this Actuarial Valuation, we have relied on the Plan Administrator's and Plan Auditor's representations that the information that they have supplied, namely the participant data and annual Plan audit, is both accurate and complete. If this information is either inaccurate or incomplete, the results of this Actuarial Valuation could materially change.

#### **Experience**

Page 1 of the Report summarizes the results of this year's Actuarial Valuation and compares them to last year's results. During 2020-2021 the Plan experienced an actuarial loss of \$1,514,081, which was the net result of a \$1,908,795 gain on the Plan's Actuarial Value of Assets and a \$3,422,876 loss on the Plan's Accrued Liability. The development of the actuarial gain can be found on pages 4 and 5.

#### **Asset Returns**

Page 2 summarizes the financial position of the Plan's assets as of October 31, 2021, while page 3 shows the development of the Actuarial Value of Assets used to determine the minimum funding requirements, the Pension Protection Act of 2006 (PPA) funded percentage, and the maximum tax-deductible contribution. As of the valuation date, the Market Value of Assets was \$46,436,356 and the Actuarial Value was \$39,796,540. Relative to last year, the Market Value increased by \$5,278,459, while the Actuarial Value decreased by \$1,573,333. The difference between the changes in Market and Actuarial Value is due to the smoothing method used to calculate the Actuarial Value of Assets. The 2020-2021 return on the Market Value of Assets was 29.5%, well above the assumed rate of return of 6.5%.

#### **Minimum and Maximum Contributions**

Pages 6 through 11 develop the maximum tax-deductible and minimum required contributions for the Plan Year ending October 31, 2022. The maximum contribution that can be made for the year and claimed as a deduction by contributing employers is \$199,132,153, while the minimum required contribution is \$9,675,108. As of October 31, 2021, the plan has a funding deficiency which can be found on page 8. Anticipated employer contributions for the 2021 Plan Year will not be sufficient to meet this year's minimum required contribution, meaning the Plan will continue to have a funding deficiency. *The Plan is projected to become insolvent in 2030.* This means that the Plan is projected to have exhausted all of its assets and will no longer be able to pay benefits by 2030.

### Pension Relief Act of 2010 (PRA)

As allowed under PRA, the Board of Trustees elected to extend the amortization of the Plan's 2008-2009 asset loss from 15 to 29 years and also smooth this loss over 10 years (now fully recognized) in the Plan's Actuarial Value of Assets.

Board of Trustees Laborers Local No. 265 Pension Plan November 3, 2022 Page 2

#### **Amortization Base Extension**

The Plan has received an automatic 5-year amortization extension of its eligible minimum required contribution charge bases under IRC § 431(d)(1). Therefore, this Report reflects the 5-year amortization extension on charge bases established before November 1, 2014.

#### Withdrawal Liability

Page 12 develops the present value of vested accrued benefits at the Current Liability interest rate used to calculate the Plan's Employer Withdrawal Liability. Because the Plan's Vested Accrued Benefit Liability exceeds the Plan's Market Value of Assets, any employer withdrawing from the Plan should be assessed Withdrawal Liability.

#### **ASC 960 Audit Values**

Page 13 shows the present value of accumulated Plan benefits as of October 31, 2021, along with the changes in these liabilities when compared with last year. This information is disclosed each year in the Plan's ASC 960 audit. As of October 31, 2021, the present value of accumulated Plan benefits amount to \$111,102,422, while assets available to pay these benefits equal \$46,436,356.

#### Assessment and Disclosure of Risk (ASOP 51)

The valuation results developed in this Report are dependent on the specific assumptions disclosed herein which are either selected by the actuary or prescribed by the IRS. We make every effort to predict future Plan experience based on our professional judgement, past experience, and insight about future Plan or economic conditions. Deviations in the Report results should be expected and the Plan can face significant risks associated with these deviations. Those risks might include (but not be limited to) asset return, longevity, regulatory, and demographic risk. When we believe additional calculations of the risk impact on the financial condition of the Plan are warranted, we will consult with the Board of Trustees and recommend additional studies as needed. Page 14 summarizes and measures some of these risks.

#### **PPA Funded Status**

The Plan is Critical and Declining and is operating under a forestall insolvency Rehabilitation Plan. As of November 1, 2021, the Plan was certified to be meeting the annual standards required under its Rehabilitation Plan. This Report confirms the Plan's 2021 PPA status certification that was completed earlier this year.

### **Participant Information**

Page 15 shows the changes in the number of participants included in this year's valuation when compared to last year. We see that the total number of actives decreased by 29 participants, or 10.1% during the 2020-2021 Plan Year. Page 16 shows the age and service distribution for active participants while pages 17 through 20 show the age and benefit distributions of the various classes of inactive participants. Page 21 shows the age and benefit distribution of 2020-2021 Plan Year benefit commencements while page 22 shows the age and benefit distribution of approaching retirements.

Board of Trustees Laborers Local No. 265 Pension Plan November 3, 2022 Page 3

#### **Summary of Hours Worked and Plan History**

Page 23 provides a historical summary of Plan Year annual employer contributions, average contribution rates, and approximate hours worked. Pages 24 and 25 summarizes the Plan's asset history. Included are the contributions, benefit payments, administrative expenses, asset returns, and asset return and cash flow percentages on the Plan's Market Value of Assets since 1984.

#### **Plan Provisions and Actuarial Assumptions**

Pages 26 through 28 outline the Plan Provisions while pages 29 through 32 summarize the Actuarial Assumptions and Methods used for this year's valuation. There were no changes to the Plan Provisions this year and the Actuarial Assumption changes are summarized on page 31. These changes were made to better anticipate future Plan experience. Lastly, the Current Liability interest and mortality rates were changed as mandated by the IRS.

#### **Audit Information**

The purpose of this Report is to determine the minimum and maximum deductible employer contribution requirements for the Plan Year, provide information to be used in the preparation of governmental filings, actuarial certifications, and provide information for the Plan Auditor. This Report is prepared for the sole use of the Board of Trustees. Reliance on this Report for other than the above stated purposes may put the relying Entity at risk of being misled because of confusion or failure to properly interpret the results contained herein.

#### **Actuarial Certification**

We hereby certify that this Report presents fairly the actuarial position of the Laborers Local No. 265 Pension Plan as of November 1, 2021. The mortality table and interest rate used to calculate Current Liability is mandated by the IRS. In our opinion, all other assumptions used to determine the Plan's liabilities and costs are individually reasonable based on Plan experience and represent our best estimate of anticipated future experience under the Plan. This valuation has been performed in accordance with generally accepted actuarial principles and practices and the undersigned meet the qualification standards of the American Academy of Actuaries necessary to render an actuarial opinion.

Respectfully submitted,

CUNI. RUST & STRENK

Allen L. Pauly, EA, CERA, ASA, MAAA

Senior Actuary

M. R. Rust, EA, MAAA, ASA

President, Lead Actuarial Consultant

# **Table of Contents**

Summary of Valuation Results	1
Plan Assets	
Receipts and Disbursements	2
Development of Actuarial Value of Assets	3
Actuarial Experience	
Actuarial (Gain)/Loss	4
Accrued Liability and Assets	5
Determination of the Full Funding Limitations	6
Maximum Deductible Contribution	7
Minimum Required Contribution	
Funding Standard Account Balance	8
Charge Base Amortization Schedule	9
Credit Base Amortization Schedule	10
Net Amortization Schedule	10
Development of Minimum Required Contribution	11
Unfunded Vested Accrued Benefits	12
Present Value of Accumulated Plan Benefits (ASC 960)	13
Assessment and Disclosure of Risk (ASOP 51)	14
Appendix	
Participant Information	15
Approximate Hours Worked by Plan Year	23
Summary of Plan Asset History	24
Summary of Plan Provisions	26
Actuarial Assumptions and Methods	29

# **Summary of Valuation Results**

	N. A. OR A. C.	November 1, 2020	November 1, 2021
1.	Number of Participants	286	257
	<ul><li>a. Active Participants</li><li>b. Vested Terminated Participants</li></ul>	317	257 552
	c. Retirees and Beneficiaries	708	712
	d. Total: $[(a) + (b) + (c)]$	1,311	$\frac{712}{1,521}$
		1,511	1,021
2.	Normal Cost		
	a. For Benefits	\$168,888	\$125,600
	b. For Expenses	<u>450,000</u>	<u>425,000</u>
	c. Total: $[(a) + (b)]$	\$618,888	\$550,600
3.	Accrued Liability		
	a. Active Participants	\$8,743,957	\$8,230,036
	b. Vested Terminated Participants	20,433,089	23,254,657
	c. Retirees and Beneficiaries	<u>68,927,415</u>	<u>69,195,028</u>
	d. Total: $[(a) + (b) + (c)]$	\$98,104,461	\$100,679,721
4.	Funding Interest Rate	6.5%	6.5%
5.	Asset Values		
	a. Market Value	\$41,157,897	\$46,436,356
	b. Actuarial Value	\$41,369,873	\$39,796,540
	c. Market Value Asset Return	3.4%	29.5%
	d. Cash Flow Percentage	(13.2%)	(12.9%)
	e. Prior Year Contributions	\$2,369,519	\$1,878,810
6.	Real Amounts		
	a. Unfunded Liability: [(3)(d) - (5)(a)]	\$56,946,564	\$54,243,365
	b. Funded Ratio: [(5)(a) ÷ (3)(d)]	42.0%	46.1%
7	TT 1 A		
/.	Hourly Amounts a. Approximate Hours Worked	414,014	290,104
	b. Average Contribution Rate: [(5)(e) ÷ (a)]	\$5.72	\$6.48
	c. Normal Cost: $[(2)(c) \div (a)]$	1.49	1.90
	d. Unfunded Liability Payment: [(b) - (c)]	\$4.23	\$4.58
	e. Interest on Unfunded Liability: $[(4) \times (6)(a) \div (a)]$	8.94	12.15
	f. Reduction in Unfunded Liability: [(d) - (e)]	(\$4.71)	(\$7.57)
8.	PPA Information	Critical &	Critical &
٠.	a. Status	Declining	Declining
	b. Funded Percentage: [(5)(b) ÷ (3)(d)]	42.2%	39.5%
	c. Projected Funding Deficiency	2021	2021
	d. Projected Year of Insolvency	2028	2030
	•		_

### Plan Assets: Receipts and Disbursements

Market Value of Assets as of November 1, 2020

\$ 41,157,897

### Receipts:

Employer Contributions	\$ 1,878,810
Interest and Dividends	877,559
Net Appreciation/(Depreciation)	10,440,783
Investment Fees	 (60,000)

TOTAL RECEIPTS \$ 13,137,152

### **Disbursements:**

Benefits Paid	\$ 7,435,942
Administrative Expenses	422,751

TOTAL DISBURSEMENTS \$ 7,858,693

Excess of Receipts over Disbursements \$ 5,278,459

Market Value of Assets as of October 31, 2021 \$ 46,436,356

### **NOTES:**

The approximate return for the Plan Year ending October 31, 2021 was 29.5%.

The Plan's negative cashflow was 12.9% of the Plan's Market Value of Assets as of October 31, 2021.

# Plan Assets: Development of Actuarial Value of Assets

1.	Market Value as of November 1,	2020		\$	41,157,897
2.	Net Additions  a. Employer Contributions  b. Benefit Payments  c. Administrative Expenses  d. Total: [(a) + (b) + (c)]	\$	1,878,810 (7,435,942) (422,751)	\$	(5,979,883)
3.	Expected Investment Income a. On Market Value b. On Employer Contributions c. On Benefit Payments d. On Expenses	\$	2,675,263 60,100 (237,864) (13,523)		
	e. Total: $[(a) + (b) + (c) + (d)]$	_	( - ) /	\$	2,483,976
4.	Expected Market Value as of Oc	ober 31, 2021		\$	37,661,990
5.	Actual Market Value as of Nove	ber 1, 2021		\$	46,436,356
6.	Net Gain/(Loss) for the 2020-202	Plan Year: [(5) - (4)]		\$	8,774,366
7.	Determination of Unrecognized	ain/(Loss):			
	Net	Adjustment		U	nrecognized
	Plan Year Gain/(Loss)	Factors			Gain/(Loss)
	2020-2021 \$ 8,774,366	0.80		\$	7,019,493
	2019-2020 (1,305,738)	0.60			(783,443)
	2018-2019 2,344,416	0.40			937,766
	2017-2018 (2,670,001)	0.20			(534,000)
	2016-2017 2,469,820	0.00			0
	\$ 9,612,863			\$	6,639,816
8.	Preliminary Actuarial Value of A [Actual Market Value as of Octo				
	less Unrecognized Gain/(Loss)]	01 51, 2021		\$	39,796,540
9.	Actuarial Value of Assets:				
	[(8), but not less than 80% or green	ter than 120% of Market Val	ue]	\$	39,796,540
10.	Recognized Gain/(Loss)			\$	2,973,047
				4	_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

**NOTE:** The approximate return on Actuarial Value of Assets is 11.5%.

# Actuarial Experience: Actuarial (Gain)/Loss

1. Unfunded Accrued Liability as of November 1, 2020		
a. Accrued Liability	\$	98,104,461
b. Actuarial Value of Assets		41,369,873
c. Unfunded Accrued Liability: [(a) - (b), not less than \$0]	\$	56,734,588
2. 2020 Normal Cost	\$	618,888
3. 2020 Contributions	\$	1,878,810
5. 2020 continuations	Ψ	1,070,010
4. Interest at 6.50% to October 31, 2021	\$	3,667,876
4. Interest at 0.50% to October 51, 2021	Φ	3,007,870
5. Expected Unfunded Accrued Liability Prior to Plan, Method	¢	50 142 542
and/or Assumption Change: $[(1)(c) + (2) - (3) + (4)]$	\$	59,142,542
6. Increase/(Decrease) in Unfunded Accrued Liability due to Plan,	Φ.	227.550
Method and/or Assumption Change	\$	226,558
7. Expected Unfunded Accrued Liability as of October 31, 2021: [(5) + (6)	] \$	59,369,100
8. Actual Unfunded Accrued Liability as of October 31, 2021		
a. Accrued Liability	\$	100,679,721
b. Actuarial Value of Assets		39,796,540
c. Unfunded Accrued Liability: [(a) - (b), not less than \$0]	\$	60,883,181
9. Actuarial (Gain)/Loss: [(8)(c) - (7)]	\$	1,514,081

# **Actuarial Experience: Accrued Liability and Assets**

1.	Accrued Liability Experience	
	a. Accrued Liability as of November 1, 2020	\$ 98,104,461
	b. 2020 Normal Cost	618,888
	c. 2020 Benefit Payments and Expenses	(7,858,693)
	d. Interest at 6.50% to October 31, 2021	 6,165,631
	e. Expected Accrued Liability as of November 1, 2021: [(a) + (b) + (c) + (d)]	\$ 97,030,287
	f. Actual Accrued Liability as of November 1, 2021 Prior to Changes	100,453,163
	g. Accrued Liability (Gain)/Loss: [(f) - (e)]	\$ 3,422,876
	h. (Decrease)/Increase in Accrued Liability due to Plan, Method	
	and/or Assumption Changes	226,558
	i. Accrued Liability as of November 1, 2021: [(f) + (h)]	\$ 100,679,721
2.	Actuarial Value of Assets (AVA) Experience	
	a. Actuarial Value of Assets as of November 1, 2020	\$ 41,369,873
	b. 2020 Benefit Payments and Expenses	(7,858,693)
	c. 2020 Contributions	1,878,810
	d. Expected Earnings at 6.50% to October 31, 2021	 2,497,755
	e. Expected AVA as of November 1, 2021: $[(a) + (b) + (c) + (d)]$	\$ 37,887,745
	f. Actual AVA as of November 1, 2021 Prior to Method Change	 39,796,540
	g. Actuarial Value of Assets (Gain)/Loss: [(e) - (f)]	\$ (1,908,795)
	h. (Decrease)/Increase in AVA due to Method Change	0
	i. Actuarial Value of Assets after Method Change: [(f) + (h)]	\$ 39,796,540
3.	Total Actuarial (Gain)/Loss: $[(1)(g) + (2)(g)]$	\$ 1,514,081

# **Determination of the Full Funding Limitations**

			IRC §404 Maximum		IRC §412 Minimum
1.	Accrued Liability Basis	Ф	00 604 615	Φ	00 (04 (15
	a. Estimated End of Year Accrued Liability	\$	99,684,615	\$	99,684,615
	b. Estimated End of Year Assets		34,257,638		34,257,638
	c. Accrued Liability Basis Full Funding Limit:				
	[(a) - (b), but not less than \$0]	\$	65,426,977	\$	65,426,977
2.	Current Liability Basis  a. Estimated End of Year Current Liability  b. Estimated End of Year Assets	\$	166,688,959 34,232,390	\$	166,688,959 34,232,390
			34,232,370		34,232,370
	c. Current Liability Full Funding Limit: [{90% of (2)(a)} - (2)(b), but not less than \$0]	\$	115,787,673	\$	115,787,673
3.	Full Funding Limitation: [Greater of (1) and (2)]	\$	115,787,673	\$	115,787,673

# **Development of Maximum Deductible Contribution**

1.	Normal Cost plus 10-Year Amortization		
	a. 2021 Normal Cost	\$	550,600
	b. Net Limit Adjustment (Fresh Start)		7,952,240
	c. Interest on (a) and (b) to October 31, 2022		552,685
	d. Total as of October 31, 2022: $[(a) + (b) + (c)]$	\$	9,055,525
2.	Minimum Required Contribution	\$	9,675,108
3.	Full Funding Limitation at October 31, 2022	\$	115,787,673
4.	Contribution Necessary to Fund 140% of Current Liability		
	a. Estimated End of Year Current Liability	\$	166,688,959
	b. Estimated End of Year Assets		34,232,390
	c. Contribution to Fund 140% of Current Liability: [{140% of (a)} - (b)]	\$	199,132,153
5.	Maximum Deductible Contribution for Fiscal Year 2022:	Φ	100 120 153
	[Greater of $\{\text{the lesser of }(1)(d) \text{ and }(3)\}, (2) \text{ and }(4)(c)\}$	\$	199,132,153

# Minimum Required Contribution: Funding Standard Account Balance

1. Charges	
a. Funding Deficiency as of October 31, 2020	\$ 0
b. Normal Cost as of November 1, 2020	618,888
c. Amortization Charges	8,984,981
d. Interest to October 31, 2021	 624,252
e. Total Charges	\$ 10,228,121
2. Credits	
a. Credit Balance as of October 31, 2020	\$ 979,359
b. Employer Contributions for the 2020 Plan Year	1,878,810
c. Amortization Credits	3,741,026
d. Interest to October 31, 2021	366,925
e. Full Funding Credit	 0
f. Total Credits	\$ 6,966,120
3. Funding Standard Account Balance as of October 31, 2021	\$ (3,262,001)

# **Minimum Required Contribution: Amortization Schedule**

### Charge Bases:

Date		Initial	Rem.		11/1/2021
Established	Type	Balance	Years	Payment	Balance
11/01/1990	Amendment	\$ 1,968,452	4	\$ 95,847	\$ 349,692
11/01/1991	Amendment	3,136,069	5	162,548	719,405
11/01/1992	Amendment	2,544,925	6	138,522	714,174
11/01/1994	Amendment	4,717,987	8	268,354	1,740,150
11/01/1995	Amendment	2,985,546	9	178,320	1,264,068
11/01/1996	Assumption	805,643	10	49,151	376,302
11/01/1996	Amendment	4,906,520	10	299,340	2,291,773
11/01/1997	Amendment	4,970,442	11	308,693	2,527,832
11/01/1998	Amendment	3,785,071	12	238,649	2,073,627
11/01/1999	Amendment	84,298	13	5,384	49,306
11/01/2001	Assumption	4,003,592	15	260,985	2,613,458
11/01/2002	Assumption	65,838	16	4,327	45,013
11/01/2007	Amendment	418,241	21	28,250	339,521
11/01/2008	Assumption	177,865	7	13,433	78,467
11/01/2008	Asset Loss	16,777,129	16	1,239,679	12,895,968
11/01/2009	Assumption	234,420	8	18,262	118,419
11/01/2009	Cost Method	717,669	3	55,456	156,420
11/01/2009	Asset Loss	3,438,969	16	256,805	2,671,452
11/01/2010	Assumption	901,590	9	72,049	510,739
11/01/2010	Asset Loss	3,658,002	16	276,312	2,874,390
11/01/2011	Assumption	1,773,170	10	144,739	1,108,141
11/01/2011	Asset Loss	7,474,933	16	571,720	5,947,417
11/01/2012	Assumption	928,875	11	77,185	632,059
11/01/2014	Assumption	200,893	8	20,126	130,502
11/01/2014	Experience	3,836,746	8	384,369	2,492,454
11/01/2015	Experience	4,975,841	9	496,896	3,522,377
11/01/2015	Assumption	9,597,274	9	958,401	6,793,863
11/01/2016	Assumption	2,722,907	10	271,914	2,081,808
11/01/2016	Experience	4,106,634	10	410,096	3,139,735
11/01/2017	Experience	5,359,125	11	535,172	4,382,429
11/01/2018	Experience	3,524,097	12	351,922	3,057,872
11/01/2019	Experience	1,328,194	13	132,636	1,214,774
11/01/2019	Assumption	1,522,467	13	152,036	1,392,459
11/01/2020	Experience	885,106	14	88,388	848,505
11/01/2021	Experience	1,514,081	15	151,199	1,514,081
11/01/2021	Assumption	226,558	15	22,624	226,558
	Total Charges			\$ 8,739,789	\$ 72,895,210

# **Minimum Required Contribution: Amortization Schedule**

### Credit Bases:

Date			Initial	Rem.				11/1/2021
<b>Established</b>	Type		Balance	<u>Years</u>		Payment		Balance
11/01/1994	Assumption	\$	1,661,259	3	\$	122,550	\$	345,668
11/01/1996	Amendment		21,374	5		1,617		7,155
11/01/1998	Assumption		202,718	7		15,229		88,951
11/01/2006	Assumption		5,008,938	15		367,474		3,679,831
11/01/2007	Experience		1,908,062	1		196,012		196,012
11/01/2007	Assumption		1,315,410	16		96,257		1,001,328
11/01/2008	Amendment		4,201,471	2		429,934		833,628
11/01/2008	Experience		1,381,276	2		141,345		274,063
11/01/2009	Experience		9,730,729	3		991,977		2,797,996
11/01/2010	Experience		5,381,941	4		546,631		1,994,368
11/01/2011	Experience		1,071,777	5		108,468		480,056
11/01/2012	Experience		504,665	6		50,897		262,407
11/01/2013	Experience		253,579	7		25,487		148,875
11/01/2017	Amendment		1,324,031	11		132,220		1,082,729
11/01/2017	Assumption		1,087,646	11		108,614		889,425
11/01/2018	Assumption		944,508	12		94,320		819,553
11/01/2020	Assumption		388,031	14		38,749		371,985
	Total Credits				\$	3,467,781	\$	15,274,030
1.	Net Amortization						\$	57,621,180
2.	Credit/(Debit) Bala	anc	e				\$	(3,262,001)
3.	Balance Test: [(1) - (2)]						\$	60,883,181
4.	Unfunded Accrued		iability:					
	<ol> <li>a. Accrued Liabil</li> </ol>	-					\$	100,679,721
	b. Actuarial Valu							39,796,540
	c. Unfunded Accrued Liability: [(a) - (b)]							60,883,181

## **Development of Minimum Required Contribution**

### 1. Charges

- a. Funding Deficiency as of October 31, 2021
- \$ 3,262,001

b. Normal Cost for the 2021 Plan Year

550,600

c. Amortization Charges

8,739,789

d. Interest to October 31, 2022

815,905

e. Total Charges as of October 31, 2022:

$$[(a) + (b) + (c) + (d)]$$

\$ 13,368,295

### 2. Credits

a. Credit Balance as of October 31, 2021

\$ 0

b. Amortization Credits

3,467,781

c. Interest to October 31, 2022

225,406

d. Full Funding Credit

0

e. Total Credits as of October 31, 2022:

$$[(a) + (b) + (c) + (d)]$$

\$ 3,693,187

3. Preliminary Minimum Required Contribution:

$$[(1)(e) - (2)(e)$$
, but not less than \$0]

\$ 9,675,108

- 4. Full Funding Limitation
  - a. Based on 100% of Accrued Liability

\$ 65,426,977

b. Based on 90% of RPA '94 Current Liability

\$ 115,787,673

c. Full Funding Limitation: [Larger of (a) and (b)]

\$ 115,787,673

5. Minimum Required Contribution payable October 31, 2022:

[Minimum of (3) and (4)(c)]

\$ 9,675,108

### **Unfunded Vested Accrued Benefits at the Current Liability Interest Rate**

1. Value of Vested Accrued Benefits

a.	For Active Participants	\$ 16,455,219
b.	For Vested Terminated Participants	46,842,142
c.	For Retirees and Beneficiaries	99.144.947

d. Total: [(a) + (b) + (c)] \$ 162,442,308

2. Market Value of Assets \$ 46,436,356

3. Value of Unfunded/(Overfunded) Vested Accrued Benefits: [(1)(d) - (2)] \$ 116,005,952

### Present Value of Accumulated Plan Benefits (ASC 960)

		October 31, 2020			October 31, 2021		
1.	Present Value of Accumulated Vested Benefits						
	a. Active Participants	\$	10,008,551	\$	9,350,855		
	b. Vested Terminated Participants		23,590,722		26,772,379		
	c. Retirees and Beneficiaries		74,383,799		74,646,929		
	d. Total: $[(a) + (b) + (c)]$	\$	107,983,072	\$	110,770,163		
2.	Accumulated Non-Vested Benefits	\$	290,253	\$	332,259		
3.	Total Accumulated Benefits: [(1)(d) + (2)]	\$	108,273,325	\$	111,102,422		
4.	Net Assets Available for Benefits	\$	41,157,897	\$	46,436,356		
5.	Discount Rate		5.50%		5.50%		

### <u>Changes in the Value of Accumulated Plan Benefits</u> <u>for the Plan Year Ending October 31, 2021</u>

1. Value of Accumulated Plan Benefits as of October 31, 2020:				108,273,325
2. Increase/(Decrease) in Value due to:				
a. Decrease in Discount Period	\$	5,753,281		
b. Plan Amendment		0		
c. Assumption Change		268,348		
d. Benefits Paid		(7,435,942)		
e. Plan Experience and Benefit Accrual		4,243,410		
f. Total Net Increase/(Decrease):				
[(a) + (b) + (c) + (d) + (e)]			\$	2,829,097

\$ 111,102,422

3. Value of Accumulated Plan Benefits as of October 31, 2021: [(1) + (2)(f)]

### Assessment and Disclosure of Risk (ASOP 51)

Actuarial Standard of Practice No. 51 requires an assessment and disclosure of the risk that the results of future actuarial valuations may differ significantly from the results of the current actuarial valuation. Future differences may be caused by asset returns that are lower than expected (Investment Risk), participants living longer than expected (Longevity Risk), a decline in future hours worked or a concentration of hours with a small number of employers (Contribution Risk), and asset declines that are not matched by declines in liabilities (Asset/Liability Mismatch Risk).

		November 1, 2020	November 1, 2021
1.	Plan Maturity Measures		
	a. Duration	9.5	9.5
	b. Active Average Age	44.8	44.4
	c. Ratio of Retirees to Actives	2.5	2.8
	d. Retiree Liability as a % of Total Liability	70.3%	68.7%
	e. Cash Flow Percentage	(13.2%)	(12.9%)

Duration measures approximately how much liabilities change with a 1.00% change in the interest rate used to calculate these liabilities. Duration can also be used as the number of years to amortize unfunded liabilities.

		November 1, 2020	November 1, 2021
2.	Actuarial Valuation Results		
	a. Real Funded Ratio	42.0%	46.1%
	b. Funding Interest Rate	6.5%	6.5%
	c. Unfunded Liability	\$56,946,564	\$54,243,365
	d. Hours Worked	414,014	290,104
	e. Market Value Asset Return	3.4%	29.5%
	f. Average Hourly Contribution Rate	\$5.72	\$6.48
3.	100% Funded Average Hourly Contribution Rates		
	a. Valuation Assumptions	\$20.07	\$27.18
	b. Interest Rate Reduced to 5.50% (Investment Risk)	\$22.70	\$31.06
	c. 10% Mortality Improvement (Longevity Risk)	\$20.91	\$28.40
	d. Decline in Future Hours Worked (Contribution Risk)	\$33.24	\$31.54

The 100% funded average hourly contribution rates are the amounts needed for the Plan to be 100% funded by the end of the Plan's duration period. The hours decline assumes future hours worked of 250,000 per year.

		November 1, 2020	November 1, 2021
4.	Employer Concentration (Contribution Risk)		
	a. Top Five	46.5%	44.0%
	b. Top Ten	70.8%	68.8%

Top employer contributions as a percentage of the Plan's total contributions. Contributions are net of reciprocity.

# Plan Participant Summary

	Actives	Vested <u>Terms</u>	Service <u>Retirees</u>	Disability Retirees	<u>Beneficiaries</u>	<u>Total</u>
As of November 1, 2020	286	317	436	107	165	1,311
Deaths during the Year						
a. with Beneficiary	0	0	(7)	(2)	9	0
b. without Beneficiary	(1)	0	(16)	(2)	(10)	(29)
Retired during the Year	(9)	(20)	28	0	1	0
Partial Pension Provisions	(16)	238	2	0	0	224
QDRO Filed during the Year	0	0	0	0	0	0
Became Inactive						
a. with Vesting	(23)	23	0	0	0	0
b. without Vesting	(29)	0	0	0	0	(29)
Returned to Work	17	(6)	0	0	0	11
New Entrants	32	0	0	0	0	32
Lump Sum Distributions	0	0	0	0	0	0
Data Corrections	0	0	1_	0	0	1
As of November 1, 2021	257	552 *	444	103	165	1,521
Fully Vested Participants	117	552	444	103	165	1,381
Not Vested Participants	140_	0	0	0	0	140
Total as of November 1, 2021	257	552	444	103	165	1,521

<sup>\*</sup> Includes 4 beneficiaries and 1 QDRO alternate payee entitled to future benefits.

### **Total Years of Service**

Age										
Group	<u>&lt; 1</u>	<u>1-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25-29</u>	<u>30-34</u>	<u>35 +</u>	<u>Total</u>
< 20	0	0	0	0	0	0	0	0	0	0
20-24	0	14	0	0	0	0	0	0	0	14
25-29	0	22	2	0	0	0	0	0	0	24
30-34	0	18	3	1	0	0	0	0	0	22
35-39	0	17	8	2	4	0	0	0	0	31
40-44	0	27	9	2	5	0	0	0	0	43
45-49	0	13	3	3	2	9	0	0	0	30
50-54	0	10	5	6	6	1	1	1	0	30
55-59	0	14	8	5	3	2	5	5	1	43
60-64	0	4	3	2	1	1	1	4	0	16
65-69	0	1	0	1	0	1	0	0	0	3
70 +	0	0	0	0	0	0	0	0	1	1
Total	0	140	41	22	21	14	7	10	2	257

Average Age:	44.4 Years (Last Year: 44.8)
Average Expected Lifetime:	86.4 Years (Last Year: 86.3)
Average Service:	8.4 Years (Last Year: 8.1)

There was 1 active participant for whom no date of birth was provided. They were assumed to be age 30 upon entrance into the Plan.

Age	Number	Monthly Benefit				
Group	of Lives	Total	A	Average		
< 20	0	\$ 0	\$	0		
20-24	0	0		0		
25-29	3	68		23		
30-34	11	1,047		95		
35-39	37	8,213		222		
40-44	76	25,662		338		
45-49	73	26,553		364		
50-54	117	62,115		531		
55-59	113	63,449		561		
60-64	86	45,665		531		
65-69	23	10,498		456		
70-74	11	1,830		166		
75 +	2	214		107		
Total	552	\$ 245,314	\$	444		
		Average Age		52.6		
	Average I	Expected Lifetime		86.3		

		Life Annuities		Joint	& Survivor Ann	nuities		
Age	Number	Monthly	Benefit	Number	Monthly Benefit			
<u>Group</u>	of Lives	Total	Average	of Lives	Total	Average		
< 50	0	\$ 0	\$ O	0	\$ 0	\$ 0		
50-54	0	0	0	0	0	0		
55-59	9	6,274	697	10	7,584	758		
60-64	46	40,844	888	55	59,561	1,083		
65-69	73	56,241	770	56	58,680	1,048		
70-74	32	30,838	964	43	53,456	1,243		
75-79	18	15,659	870	36	40,281	1,119		
80-84	21	19,846	945	13	13,586	1,045		
85-89	8	9,495	1,187	9	10,327	1,147		
90 +	11	11,979	1,089	4	4,578	1,145		
Total	218	\$ 191,176	\$ 877	226	\$ 248,053	\$ 1,098		

Average Age:	71.2	Average Age:	70.6
Average Expected Lifetime:	86.0	Average Expected Joint Lifetime:	92.6

Life Annuities			s	Joint & Survivor Annuities				
Age	Number	Monthly	Benefit	Number	Monthly Benefit			
<u>Group</u>	of Lives	Total	Average	of Lives	Total	Average		
< 50	3	\$ 1,731	\$ 577	0	\$ 0	\$ 0		
50-54	2	1,316	658	0	0	0		
55-59	15	8,380	559	0	0	0		
60-64	25	24,738	990	3	2,793	931		
65-69	18	11,906	661	6	6,294	1,049		
70-74	8	6,475	809	8	9,270	1,159		
75-79	5	7,556	1,511	1	1,440	1,440		
80-84	5	3,921	784	1	919	919		
85-89	2	809	405	0	0	0		
90 +	1	429	429	0	0	0		
Total	84	\$ 67,261	\$ 801	19	\$ 20,716	\$ 1,090		

Average Age:	65.7	Average Age:	70.3
Average Expected Lifetime:	80.8	Average Expected Joint Lifetime:	91.4

# **Beneficiary Participants as of November 1, 2021**

Age	Number	Monthly	Benefit		
<u>Group</u>	of Lives	Total	Average		
< 50	1	\$ 468	\$	468	
50-54	2	944		472	
55-59	7	3,480		497	
60-64	21	12,233		583	
65-69	24	11,827		493	
70-74	28	19,472		695	
75-79	24	10,973		457	
80-84	35	21,787		622	
85-89	13	4,402		339	
90 +	10_	5,058		506	
Total	165	\$ 90,644	\$	549	

Average Age:	74.8
Average Expected Lifetime:	88.2

# Age Distribution of 2020-2021 Plan Year Benefit Commencements

Retirement	Number	Monthly	Benefit
<u>Age</u>	of Lives	Total	Average
< 50	0	\$ 0	\$ 0
50	0	0	0
51	0	0	0
52	0	0	0
53	0	0	0
54	0	0	0
55	1	1,283	1,283
56	0	0	0
57	0	0	0
58	0	0	0
59	1	591	591
60	3	1,443	481
61	1	1,393	1,393
62	10	7,785	779
63	7	5,176	739
64	0	0	0
65	3	3,423	1,141
66	2	4,952	2,476
67	1	1,181	1,181
68	1	0	0
69	1	94	94
70 +	0	0	0
Total	31	\$ 27,321	\$ 881

Average Age:	63.3
Average Expected Lifetime:	84.3

	Active Participants			Vested Terms			Total Participants		
		Monthly	Benefit		Monthly	Benefit		Monthly	Benefit
Age	No.	Total	Average	No.	Total	Average	No.	Total	Average
50	4	\$ 418	\$ 105	20	\$ 8,994	\$ 450	24	\$ 9,412	\$ 392
51	5	3,412	682	27	11,399	422	32	14,811	463
52	3	1,057	352	16	6,615	413	19	7,672	404
53	10	5,764	576	28	13,590	485	38	19,354	509
54	8	2,803	350	26	21,518	828	34	24,321	715
55	15	12,932	862	14	6,650	475	29	19,582	675
56	15	9,091	606	27	15,036	557	42	24,127	574
57	5	4,280	856	29	14,839	512	34	19,119	562
58	6	6,214	1,036	22	12,169	553	28	18,383	657
59	2	2,069	1,035	21	14,755	703	23	16,824	731
60	8	6,842	855	18	10,501	583	26	17,343	667
61	3	2,615	872	33	22,112	670	36	24,727	687
62	3	2,809	936	7	2,198	314	10	5,007	501
63	2	101	51	16	5,565	348	18	5,666	315
64	0	0	0	12	5,289	441	12	5,289	441
65	0	0	0	7	3,453	493	7	3,453	493
66	3	1,685	562	5	2,051	410	8	3,736	467
67	0	0	0	8	4,416	552	8	4,416	552
68	0	0	0	0	0	0	0	0	0
69	0	0	0	3	578	193	3	578	193
70	0	0	0	4	655	164	4	655	164
71	0	0	0	1	60	60	1	60	60
72	0	0	0	3	329	110	3	329	110
73	0	0	0	0	0	0	0	0	0
74	1	2,602	2,602	3	785	262	4	3,387	847
75 +	0	0	0	2	214	107_	2	214	107
Total	93	\$64,694	\$ 696	352	\$183,771	\$ 522	445	\$ 248,465	\$ 558

# **Approximate Hours Worked by Plan Year**

Plan				Plan			
Year		Average	Approximate	Year		Average	Approximate
Ending		Contribution	Hours	Ending		Contribution	Hours
<u>10/31</u>	Contribution	<u>Rate</u>	Worked	<u>10/31</u>	Contribution	Rate	<u>Worked</u>
1969	\$251,714	\$0.10	2,517,140	1998	\$1,653,027	\$1.60	1,024,588
1970	227,018	\$0.10	2,270,180	1999	1,831,827	\$1.80	1,052,992
1971	231,049	\$0.15	1,540,327	2000	1,970,517	\$1.90	1,079,351
1972	290,778	\$0.20	1,453,890	2001	1,943,727	\$1.90	1,014,240
1973	395,655	\$0.20	1,978,275	2002	2,125,436	\$1.90	1,089,400
1974	413,937	\$0.24	1,712,819	2003	2,357,867	\$1.90	1,224,319
1975	584,804	\$0.34	1,711,605	2004	2,116,404	\$1.90	1,105,259
1976	591,556	\$0.40	1,478,890	2005	2,207,813	\$1.90	1,154,016
1977	617,076	\$0.44	1,397,143	2006	2,264,806	\$1.94	1,153,444
1978	850,622	\$0.58	1,458,217	2007	1,557,435	\$2.04	730,858
1979	1,382,112	\$0.74	1,863,513	2008	1,419,803	\$2.10	660,209
1980	1,528,273	\$0.80	1,910,341	2009	1,213,425	\$2.27	506,934
1981	1,327,355	\$0.90	1,474,839	2010	1,217,670	\$2.67	456,626
1982	1,111,836	\$0.98	1,140,345	2011	1,365,823	\$3.17	431,242
1983	1,457,678	\$1.14	1,281,475	2012	1,764,033	\$3.50	504,614
1984	1,361,583	\$1.25	1,089,266	2013	1,355,384	\$3.73	363,634
1985	1,031,652	\$1.25	825,322	2014	2,013,998	\$4.22	477,810
1986	1,080,825	\$1.25	864,660	2015	1,967,028	\$4.57	430,608
1987	1,280,368	\$1.25	1,024,294	2016	1,991,568	\$4.97	400,623
1988	1,541,407	\$1.25	1,233,126	2017	2,069,089	\$5.45	379,675
1989	1,637,862	\$1.25	1,310,290	2018	1,961,803	\$5.49	357,618
1990	1,732,358	\$1.31	1,319,892	2019	2,248,976	\$5.51	408,031
1991	1,647,199	\$1.40	1,176,571	2020	2,369,519	\$5.72	414,014
1992	1,436,595	\$1.40	1,026,139	2021	1,878,810	\$6.48	290,104
1993	1,495,860	\$1.40	1,068,471				
1994	1,122,474	\$1.40	801,767				
1995	1,100,906	\$1.52	726,317				
1996	1,312,608	\$1.60	820,380				
1997	1,546,863	\$1.60	966,789				

Ending 10/31         Plan Year Contribution         Plan Year Benefits Paid Expenses         Return Return         of Assets Average Averag	Plan			D1 11	D1 11			~ ·
10/31   Contribution   Benefits Paid   Expenses   Return   at Year End   %   %   1/984   \$1,361,583   \$570,941   \$83,287   \$1,246,555   \$17,588,768   7.8%   4.0%   1/985   1,031,652   719,030   86,745   2,994,969   20,803,614   16.9%   1.1%   1.1986   1,080,825   904,960   95,487   6,279,773   27,163,765   30.1%   0.3%   1987   1,280,368   1,124,569   100,951   353,836   27,572,449   1.3%   0.2%   1988   1,541,407   1,307,148   117,422   4,765,845   32,455,131   17.2%   0.4%   1989   1,637,862   1,415,897   139,307   5,896,475   38,434,264   18.1%   0.2%   1990   1,732,358   1,871,250   156,105   (1,745,239)   36,394,028   (4.6%)   (0.8%   1991   1,647,199   2,017,536   133,911   10,912,104   46,801,884   30,2%   (1.1%   1992   1,436,595   2,404,811   140,119   5,755,687   51,449,236   12.4%   (2.2%   1993   1,495,860   2,797,413   152,366   5,632,974   55,628,291   11.1%   (2.6%   1)994   1,122,474   2,993,718   121,167   1,036,974   54,672,854   1.9%   (3.6%   1)995   1,100,906   3,414,839   155,261   8,665,940   60,869,600   16.2%   (4.1%   1)996   1,312,608   3,655,152   146,957   9,805,869   68,185,968   16.4%   (3.7%   1)997   1,546,863   3,905,465   201,105   14,546,087   80,172,348   21.7%   (3.2%   1)999   1,831,827   5,006,205   184,500   3,359,150   81,572,060   4.2%   (4.1%   2000   1,970,517   5,523,894   200,239   5,418,210   83,236,654   6.8%   (4.5%   2004   2,116,404   5,724,814   278,885   6,785,645   75,993,808   9.5%   (5.1%   2005   2,207,813   5,830,707   253,274   6,229,805   78,347,445   8.4%   (4.9%   2006   2,264,806   6,053,623   323,691   10,832,445   85,067,382   14.2%   (4.8%   2006   1,213,425   6,480,617   315,416   9,526,869   64,184,290   16.6%   (8.6%   2006   1,213,425   6,420,617   315,416   9,526,869   64,184,290   16.6%   (8.6%   2001   1,217,670   6,538,221   300,467   51,646,663   6,180,029   (28.3%)   0,141   13,65,823   6,772,901   307,729   1,260,696   61,928,003   2.0%   (9.2%   2012   1,764,033   6,881,243   291,944   6,145,823   62,664,672   10.4%   (8.6%   2013	Year	DI V	D1 37	Plan Year	Plan Year	Market Value	Asset	Cash
1984   \$1,361,583   \$570,941   \$83,287   \$1,246,555   \$17,588,768   7.8%   4.0%     1985   1,031,652   719,030   86,745   2,994,969   20,803,614   16.9%   1.1%     1986   1,080,825   904,960   95,487   6,279,773   27,163,765   30.1%   0.3%     1987   1,280,368   1,124,569   100,951   353,836   27,572,449   1.3%   0.2%     1988   1,541,407   1,307,148   117,422   4,765,845   32,455,131   17.2%   0.4%     1989   1,637,862   1,415,897   139,307   5,896,475   38,434,264   18.1%   0.2%     1990   1,732,358   1,871,250   156,105   (1,745,239)   36,394,028   (4.6%)   (0.8%     1991   1,647,199   2,017,536   133,911   10,912,104   46,801,884   30.2%   (1.1%     1992   1,436,595   2,404,811   140,119   5,755,687   51,449,236   12.4%   (2.2%     1993   1,495,860   2,797,413   152,366   5,632,974   55,628,291   11.1%   (2.6%     1994   1,122,474   2,993,718   121,167   1,036,974   54,672,854   1.9%   (3.6%     1995   1,100,906   3,414,839   155,261   8,665,940   60,869,600   16.2%   (4.1%     1996   1,312,608   3,655,152   146,957   9,805,869   68,185,968   16.4%   (3.7%     1997   1,546,863   3,905,465   201,105   14,546,087   80,172,348   21.7%   (3.2%     1999   1,831,827   5,006,205   184,500   3,359,150   81,572,060   4.2%   (4.1%     2000   1,970,517   5,523,894   200,239   5,418,210   83,236,654   6.8%   (4.5%     2001   1,943,727   5,501,480   228,045   (8,083,571)   71,367,285   (9.9%)   (5.3%     2002   2,125,436   5,618,687   247,020   (1,324,674)   66,302,340   (1.9%)   (5.6%     2003   2,357,867   5,557,940   233,033   10,226,224   73,095,458   15.8%   (4.7%     2004   2,116,404   5,724,814   278,885   6,785,645   75,993,808   9.5%   (5.1%     2005   2,207,813   5,830,707   253,274   6,229,805   78,347,445   8.4%   (4.9%     2006   2,264,806   6,053,623   323,691   10,832,445   85,067,382   14.2%   (4.8%     2007   1,557,435   6,385,658   311,835   10,417,283   90,344,607   12.6%   (5.7%     2008   1,419,803   6,496,475   316,144   (24,771,762)   60,180,029   (28.3% )     2010   1,213,425   6,420,617   315,	•							
1985         1,031,652         719,030         86,745         2,994,969         20,803,614         16.9%         1.1%           1986         1,080,825         904,960         95,487         6,279,773         27,163,765         30.1%         0.3%           1987         1,280,368         1,124,569         100,951         353,836         27,572,449         1.3%         0.2%           1988         1,541,407         1,307,148         117,422         4,765,845         32,455,131         17.2%         0.4%           1989         1,637,862         1,415,897         139,307         5,896,475         38,434,264         18.1%         0.2%           1990         1,732,358         1,871,250         156,105         (1,745,239)         36,394,028         (4.6%)         (0.8%           1991         1,647,199         2,017,536         133,911         10,912,104         46,801,884         30.2%         (1.1%           1992         1,436,595         2,404,811         140,119         5,755,687         51,449,236         12.4%         (2.2%           1993         1,495,860         2,797,413         152,366         5,632,974         55,628,291         11.1%         (2.6%           1994         1,122,474								
1986         1,080,825         904,960         95,487         6,279,773         27,163,765         30.1%         0.3%           1987         1,280,368         1,124,569         100,951         353,836         27,572,449         1.3%         0.2%           1988         1,541,407         1,307,148         117,422         4,765,845         32,455,131         17.2%         0.4%           1989         1,637,862         1,415,897         139,307         5,896,475         38,434,264         18.1%         0.2%           1990         1,732,358         1,871,250         156,105         (1,745,239)         36,394,028         (4.6%)         (0.8%           1991         1,647,199         2,017,536         133,911         10,912,104         46,801,884         30.2%         (1.1%           1992         1,436,595         2,404,811         140,119         5,755,687         51,449,236         12.4%         (2.2%           1993         1,495,860         2,797,413         152,366         5,632,974         55,628,291         11.1%         (2.6%           1994         1,122,674         2,993,718         121,167         1,036,974         54,672,854         1.9%         (3.6%           1995         1,100,906	1984	\$ 1,361,583	\$ 570,941	\$ 83,287	\$ 1,246,555	\$17,588,768	7.8%	4.0%
1987         1,280,368         1,124,569         100,951         353,836         27,572,449         1.3%         0.2%           1988         1,541,407         1,307,148         117,422         4,765,845         32,455,131         17.2%         0.4%           1989         1,637,862         1,415,897         139,307         5,896,475         38,434,264         18.1%         0.2%           1990         1,732,358         1,871,250         156,105         (1,745,239)         36,394,028         (4.6%)         (0.8%           1991         1,647,199         2,017,536         133,911         10,912,104         46,801,884         30.2%         (1.1%           1992         1,436,595         2,404,811         140,119         5,755,687         51,449,236         12.4%         (2.2%           1993         1,495,860         2,797,413         152,366         5,632,974         55,628,291         11.1%         (2.6%           1994         1,122,474         2,993,718         121,167         1,036,974         54,672,854         1.9%         (3.6%           1995         1,100,906         3,414,839         155,261         8,665,940         60,869,600         16.2%         (4.1%           1996         1,312,608	1985	1,031,652	719,030	86,745	2,994,969	20,803,614	16.9%	1.1%
1988         1,541,407         1,307,148         117,422         4,765,845         32,455,131         17.2%         0.4%           1989         1,637,862         1,415,897         139,307         5,896,475         38,434,264         18.1%         0.2%           1990         1,732,358         1,871,250         156,105         (1,745,239)         36,394,028         (4.6%)         (0.8%           1991         1,647,199         2,017,536         133,911         10,912,104         46,801,884         30.2%         (1.1%           1992         1,436,595         2,404,811         140,119         5,755,687         51,449,236         12.4%         (2.2%           1993         1,495,860         2,797,413         152,366         5,632,974         55,628,291         11.1%         (2.6%           1994         1,122,474         2,993,718         121,167         1,036,974         54,672,854         1.9%         (3.6%           1995         1,100,906         3,414,839         155,261         8,665,940         60,869,600         16.2%         (4.1%           1996         1,312,608         3,655,152         146,957         9,805,869         68,185,968         16.4%         (3.7%           1997         1,546,863 </td <td>1986</td> <td>1,080,825</td> <td>904,960</td> <td>95,487</td> <td>6,279,773</td> <td>27,163,765</td> <td>30.1%</td> <td>0.3%</td>	1986	1,080,825	904,960	95,487	6,279,773	27,163,765	30.1%	0.3%
1989         1,637,862         1,415,897         139,307         5,896,475         38,434,264         18.1%         0.2%           1990         1,732,358         1,871,250         156,105         (1,745,239)         36,394,028         (4.6%)         (0.8%)           1991         1,647,199         2,017,536         133,911         10,912,104         46,801,884         30.2%         (1.1%)           1992         1,436,595         2,404,811         140,119         5,755,687         51,449,236         12.4%         (2.2%)           1993         1,495,860         2,797,413         152,366         5,632,974         55,628,291         11.1%         (2.6%)           1994         1,122,474         2,993,718         121,167         1,036,974         54,672,854         1.9%         (3.6%)           1995         1,100,906         3,414,839         155,261         8,665,940         60,869,600         16.2%         (4.1%)           1996         1,312,608         3,655,152         146,957         9,805,869         68,185,968         16.4%         (3.7%)           1997         1,546,863         3,905,465         201,105         14,546,087         80,172,348         21.7%         (3.2%)           1998         1	1987	1,280,368	1,124,569	100,951	353,836	27,572,449	1.3%	0.2%
1990         1,732,358         1,871,250         156,105         (1,745,239)         36,394,028         (4.6%)         (0.8%)           1991         1,647,199         2,017,536         133,911         10,912,104         46,801,884         30.2%         (1.1%)           1992         1,436,595         2,404,811         140,119         5,755,687         51,449,236         12.4%         (2.2%)           1993         1,495,860         2,797,413         152,366         5,632,974         55,628,291         11.1%         (2.6%)           1994         1,122,474         2,993,718         121,167         1,036,974         54,672,854         1.9%         (3.6%)           1995         1,100,906         3,414,839         155,261         8,665,940         60,869,600         16.2%         (4.1%)           1996         1,312,608         3,655,152         146,957         9,805,869         68,185,968         16.4%         (3.7%)           1997         1,546,863         3,905,465         201,105         14,546,087         80,172,348         21.7%         (3.2%)           1998         1,653,027         5,169,791         197,536         5,113,740         81,571,788         6.5%         (4.6%)           2001	1988	1,541,407	1,307,148	117,422	4,765,845	32,455,131	17.2%	0.4%
1991         1,647,199         2,017,536         133,911         10,912,104         46,801,884         30.2%         (1.1%           1992         1,436,595         2,404,811         140,119         5,755,687         51,449,236         12.4%         (2.2%           1993         1,495,860         2,797,413         152,366         5,632,974         55,628,291         11.1%         (2.6%           1994         1,122,474         2,993,718         121,167         1,036,974         54,672,854         1.9%         (3.6%           1995         1,100,906         3,414,839         155,261         8,665,940         60,869,600         16.2%         (4.1%           1996         1,312,608         3,655,152         146,957         9,805,869         68,185,968         16.4%         (3.7%           1997         1,546,863         3,905,465         201,105         14,546,087         80,172,348         21.7%         (3.2%           1998         1,653,027         5,169,791         197,536         5,113,740         81,571,788         6.5%         (4.6%           1999         1,831,827         5,006,205         184,500         3,359,150         81,572,060         4.2%         (4.1%           2000         1,970,517 <td>1989</td> <td>1,637,862</td> <td>1,415,897</td> <td>139,307</td> <td>5,896,475</td> <td>38,434,264</td> <td>18.1%</td> <td>0.2%</td>	1989	1,637,862	1,415,897	139,307	5,896,475	38,434,264	18.1%	0.2%
1992         1,436,595         2,404,811         140,119         5,755,687         51,449,236         12.4%         (2.2%           1993         1,495,860         2,797,413         152,366         5,632,974         55,628,291         11.1%         (2.6%           1994         1,122,474         2,993,718         121,167         1,036,974         54,672,854         1.9%         (3.6%           1995         1,100,906         3,414,839         155,261         8,665,940         60,869,600         16.2%         (4.1%           1996         1,312,608         3,655,152         146,957         9,805,869         68,185,968         16.4%         (3.7%           1997         1,546,863         3,905,465         201,105         14,546,087         80,172,348         21.7%         (3.2%           1998         1,653,027         5,169,791         197,536         5,113,740         81,571,788         6.5%         (4.6%           1999         1,831,827         5,006,205         184,500         3,359,150         81,572,060         4.2%         (4.1%           2000         1,970,517         5,523,894         200,239         5,418,210         83,236,654         6.8%         (4.5%           2001         1,943,727	1990	1,732,358	1,871,250	156,105	(1,745,239)	36,394,028	(4.6%)	(0.8%)
1993         1,495,860         2,797,413         152,366         5,632,974         55,628,291         11.1%         (2.6%           1994         1,122,474         2,993,718         121,167         1,036,974         54,672,854         1.9%         (3.6%           1995         1,100,906         3,414,839         155,261         8,665,940         60,869,600         16.2%         (4.1%           1996         1,312,608         3,655,152         146,957         9,805,869         68,185,968         16.4%         (3.7%           1997         1,546,863         3,905,465         201,105         14,546,087         80,172,348         21.7%         (3.2%           1998         1,653,027         5,169,791         197,536         5,113,740         81,571,788         6.5%         (4.6%           1999         1,831,827         5,006,205         184,500         3,359,150         81,572,060         4.2%         (4.1%           2000         1,970,517         5,523,894         200,239         5,418,210         83,236,654         6.8%         (4.5%           2001         1,943,727         5,501,480         228,045         (8,083,571)         71,367,285         (9.9%)         (5.3%           2002         2,125,436 <td>1991</td> <td>1,647,199</td> <td>2,017,536</td> <td>133,911</td> <td>10,912,104</td> <td>46,801,884</td> <td>30.2%</td> <td>(1.1%)</td>	1991	1,647,199	2,017,536	133,911	10,912,104	46,801,884	30.2%	(1.1%)
1994         1,122,474         2,993,718         121,167         1,036,974         54,672,854         1.9%         (3.6%           1995         1,100,906         3,414,839         155,261         8,665,940         60,869,600         16.2%         (4.1%           1996         1,312,608         3,655,152         146,957         9,805,869         68,185,968         16.4%         (3.7%           1997         1,546,863         3,905,465         201,105         14,546,087         80,172,348         21.7%         (3.2%           1998         1,653,027         5,169,791         197,536         5,113,740         81,571,788         6.5%         (4.6%           1999         1,831,827         5,006,205         184,500         3,359,150         81,572,060         4.2%         (4.1%           2000         1,970,517         5,523,894         200,239         5,418,210         83,236,654         6.8%         (4.5%           2001         1,943,727         5,501,480         228,045         (8,083,571)         71,367,285         (9.9%)         (5.3%           2002         2,125,436         5,618,687         247,020         (1,324,674)         66,302,340         (1.9%)         (5.6%           2003         2,357,867	1992	1,436,595	2,404,811	140,119	5,755,687	51,449,236	12.4%	(2.2%)
1995         1,100,906         3,414,839         155,261         8,665,940         60,869,600         16.2%         (4.1%           1996         1,312,608         3,655,152         146,957         9,805,869         68,185,968         16.4%         (3.7%           1997         1,546,863         3,905,465         201,105         14,546,087         80,172,348         21.7%         (3.2%           1998         1,653,027         5,169,791         197,536         5,113,740         81,571,788         6.5%         (4.6%           1999         1,831,827         5,006,205         184,500         3,359,150         81,572,060         4.2%         (4.1%           2000         1,970,517         5,523,894         200,239         5,418,210         83,236,654         6.8%         (4.5%           2001         1,943,727         5,501,480         228,045         (8,083,571)         71,367,285         (9.9%)         (5.3%           2002         2,125,436         5,618,687         247,020         (1,324,674)         66,302,340         (1.9%)         (5.6%           2003         2,357,867         5,557,940         233,033         10,226,224         73,095,458         15.8%         (4.7%           2004         2,116,4	1993	1,495,860	2,797,413	152,366	5,632,974	55,628,291	11.1%	(2.6%)
1996         1,312,608         3,655,152         146,957         9,805,869         68,185,968         16.4%         (3.7%           1997         1,546,863         3,905,465         201,105         14,546,087         80,172,348         21.7%         (3.2%           1998         1,653,027         5,169,791         197,536         5,113,740         81,571,788         6.5%         (4.6%           1999         1,831,827         5,006,205         184,500         3,359,150         81,572,060         4.2%         (4.1%           2000         1,970,517         5,523,894         200,239         5,418,210         83,236,654         6.8%         (4.5%           2001         1,943,727         5,501,480         228,045         (8,083,571)         71,367,285         (9.9%)         (5.3%           2002         2,125,436         5,618,687         247,020         (1,324,674)         66,302,340         (1.9%)         (5.6%           2003         2,357,867         5,557,940         233,033         10,226,224         73,095,458         15.8%         (4.7%           2004         2,116,404         5,724,814         278,885         6,785,645         75,993,808         9.5%         (5.1%           2005         2,207,81	1994	1,122,474	2,993,718	121,167	1,036,974	54,672,854	1.9%	(3.6%)
1997         1,546,863         3,905,465         201,105         14,546,087         80,172,348         21.7%         (3.2%           1998         1,653,027         5,169,791         197,536         5,113,740         81,571,788         6.5%         (4.6%           1999         1,831,827         5,006,205         184,500         3,359,150         81,572,060         4.2%         (4.1%           2000         1,970,517         5,523,894         200,239         5,418,210         83,236,654         6.8%         (4.5%           2001         1,943,727         5,501,480         228,045         (8,083,571)         71,367,285         (9.9%)         (5.3%           2002         2,125,436         5,618,687         247,020         (1,324,674)         66,302,340         (1.9%)         (5.6%           2003         2,357,867         5,557,940         233,033         10,226,224         73,095,458         15.8%         (4.7%           2004         2,116,404         5,724,814         278,885         6,785,645         75,993,808         9.5%         (5.1%           2005         2,207,813         5,830,707         253,274         6,229,805         78,347,445         8.4%         (4.9%           2006         2,264,806	1995	1,100,906	3,414,839	155,261	8,665,940	60,869,600	16.2%	(4.1%)
1998         1,653,027         5,169,791         197,536         5,113,740         81,571,788         6.5%         (4.6%           1999         1,831,827         5,006,205         184,500         3,359,150         81,572,060         4.2%         (4.1%           2000         1,970,517         5,523,894         200,239         5,418,210         83,236,654         6.8%         (4.5%           2001         1,943,727         5,501,480         228,045         (8,083,571)         71,367,285         (9.9%)         (5.3%           2002         2,125,436         5,618,687         247,020         (1,324,674)         66,302,340         (1.9%)         (5.6%           2003         2,357,867         5,557,940         233,033         10,226,224         73,095,458         15.8%         (4.7%           2004         2,116,404         5,724,814         278,885         6,785,645         75,993,808         9.5%         (5.1%           2005         2,207,813         5,830,707         253,274         6,229,805         78,347,445         8.4%         (4.9%           2006         2,264,806         6,053,623         323,691         10,832,445         85,067,382         14.2%         (4.8%           2007         1,557,435	1996	1,312,608	3,655,152	146,957	9,805,869	68,185,968	16.4%	(3.7%)
1999         1,831,827         5,006,205         184,500         3,359,150         81,572,060         4.2%         (4.1%)           2000         1,970,517         5,523,894         200,239         5,418,210         83,236,654         6.8%         (4.5%)           2001         1,943,727         5,501,480         228,045         (8,083,571)         71,367,285         (9.9%)         (5.3%)           2002         2,125,436         5,618,687         247,020         (1,324,674)         66,302,340         (1.9%)         (5.6%)           2003         2,357,867         5,557,940         233,033         10,226,224         73,095,458         15.8%         (4.7%)           2004         2,116,404         5,724,814         278,885         6,785,645         75,993,808         9.5%         (5.1%)           2005         2,207,813         5,830,707         253,274         6,229,805         78,347,445         8.4%         (4.9%)           2006         2,264,806         6,053,623         323,691         10,832,445         85,067,382         14.2%         (4.8%)           2007         1,557,435         6,385,658         311,835         10,417,283         90,344,607         12.6%         (5.7%)           2008 <t< td=""><td>1997</td><td>1,546,863</td><td>3,905,465</td><td>201,105</td><td>14,546,087</td><td>80,172,348</td><td>21.7%</td><td>(3.2%)</td></t<>	1997	1,546,863	3,905,465	201,105	14,546,087	80,172,348	21.7%	(3.2%)
2000         1,970,517         5,523,894         200,239         5,418,210         83,236,654         6.8%         (4.5%           2001         1,943,727         5,501,480         228,045         (8,083,571)         71,367,285         (9.9%)         (5.3%           2002         2,125,436         5,618,687         247,020         (1,324,674)         66,302,340         (1.9%)         (5.6%           2003         2,357,867         5,557,940         233,033         10,226,224         73,095,458         15.8%         (4.7%           2004         2,116,404         5,724,814         278,885         6,785,645         75,993,808         9.5%         (5.1%           2005         2,207,813         5,830,707         253,274         6,229,805         78,347,445         8.4%         (4.9%           2006         2,264,806         6,053,623         323,691         10,832,445         85,067,382         14.2%         (4.8%           2007         1,557,435         6,385,658         311,835         10,417,283         90,344,607         12.6%         (5.7%           2008         1,419,803         6,496,475         316,144         (24,771,762)         60,180,029         (28.3%)         (9.0%           2010         1	1998	1,653,027	5,169,791	197,536	5,113,740	81,571,788	6.5%	(4.6%)
2001       1,943,727       5,501,480       228,045       (8,083,571)       71,367,285       (9.9%)       (5.3%)         2002       2,125,436       5,618,687       247,020       (1,324,674)       66,302,340       (1.9%)       (5.6%)         2003       2,357,867       5,557,940       233,033       10,226,224       73,095,458       15.8%       (4.7%)         2004       2,116,404       5,724,814       278,885       6,785,645       75,993,808       9.5%       (5.1%)         2005       2,207,813       5,830,707       253,274       6,229,805       78,347,445       8.4%       (4.9%)         2006       2,264,806       6,053,623       323,691       10,832,445       85,067,382       14.2%       (4.8%)         2007       1,557,435       6,385,658       311,835       10,417,283       90,344,607       12.6%       (5.7%)         2008       1,419,803       6,496,475       316,144       (24,771,762)       60,180,029       (28.3%)       (9.0%)         2009       1,213,425       6,420,617       315,416       9,526,869       64,184,290       16.6%       (8.6%)         2011       1,365,823       6,772,901       307,729       1,260,696       61,928,003       2.0%<	1999	1,831,827	5,006,205	184,500	3,359,150	81,572,060	4.2%	(4.1%)
2002       2,125,436       5,618,687       247,020       (1,324,674)       66,302,340       (1.9%)       (5.6%)         2003       2,357,867       5,557,940       233,033       10,226,224       73,095,458       15.8%       (4.7%)         2004       2,116,404       5,724,814       278,885       6,785,645       75,993,808       9.5%       (5.1%)         2005       2,207,813       5,830,707       253,274       6,229,805       78,347,445       8.4%       (4.9%)         2006       2,264,806       6,053,623       323,691       10,832,445       85,067,382       14.2%       (4.8%)         2007       1,557,435       6,385,658       311,835       10,417,283       90,344,607       12.6%       (5.7%)         2008       1,419,803       6,496,475       316,144       (24,771,762)       60,180,029       (28.3%)       (9.0%)         2009       1,213,425       6,420,617       315,416       9,526,869       64,184,290       16.6%       (8.6%)         2010       1,217,670       6,538,221       320,246       7,838,621       66,382,114       12.8%       (8.5%)         2011       1,365,823       6,772,901       307,729       1,260,696       61,928,003       2.0% <td>2000</td> <td>1,970,517</td> <td>5,523,894</td> <td>200,239</td> <td>5,418,210</td> <td>83,236,654</td> <td>6.8%</td> <td>(4.5%)</td>	2000	1,970,517	5,523,894	200,239	5,418,210	83,236,654	6.8%	(4.5%)
2003       2,357,867       5,557,940       233,033       10,226,224       73,095,458       15.8%       (4.7%         2004       2,116,404       5,724,814       278,885       6,785,645       75,993,808       9.5%       (5.1%         2005       2,207,813       5,830,707       253,274       6,229,805       78,347,445       8.4%       (4.9%         2006       2,264,806       6,053,623       323,691       10,832,445       85,067,382       14.2%       (4.8%         2007       1,557,435       6,385,658       311,835       10,417,283       90,344,607       12.6%       (5.7%         2008       1,419,803       6,496,475       316,144       (24,771,762)       60,180,029       (28.3%)       (9.0%         2009       1,213,425       6,420,617       315,416       9,526,869       64,184,290       16.6%       (8.6%         2010       1,217,670       6,538,221       320,246       7,838,621       66,382,114       12.8%       (8.5%         2011       1,365,823       6,772,901       307,729       1,260,696       61,928,003       2.0%       (9.2%         2012       1,764,033       6,881,243       291,944       6,145,823       62,664,672       10.4%	2001	1,943,727	5,501,480	228,045	(8,083,571)	71,367,285	(9.9%)	(5.3%)
2004       2,116,404       5,724,814       278,885       6,785,645       75,993,808       9.5%       (5.1%         2005       2,207,813       5,830,707       253,274       6,229,805       78,347,445       8.4%       (4.9%         2006       2,264,806       6,053,623       323,691       10,832,445       85,067,382       14.2%       (4.8%         2007       1,557,435       6,385,658       311,835       10,417,283       90,344,607       12.6%       (5.7%         2008       1,419,803       6,496,475       316,144       (24,771,762)       60,180,029       (28.3%)       (9.0%         2009       1,213,425       6,420,617       315,416       9,526,869       64,184,290       16.6%       (8.6%         2010       1,217,670       6,538,221       320,246       7,838,621       66,382,114       12.8%       (8.5%         2011       1,365,823       6,772,901       307,729       1,260,696       61,928,003       2.0%       (9.2%         2012       1,764,033       6,881,243       291,944       6,145,823       62,664,672       10.4%       (8.6%         2013       1,355,384       7,066,206       301,575       9,017,824       65,670,099       15.1%       (	2002	2,125,436	5,618,687	247,020	(1,324,674)	66,302,340	(1.9%)	(5.6%)
2005       2,207,813       5,830,707       253,274       6,229,805       78,347,445       8.4%       (4.9%         2006       2,264,806       6,053,623       323,691       10,832,445       85,067,382       14.2%       (4.8%         2007       1,557,435       6,385,658       311,835       10,417,283       90,344,607       12.6%       (5.7%         2008       1,419,803       6,496,475       316,144       (24,771,762)       60,180,029       (28.3%)       (9.0%         2009       1,213,425       6,420,617       315,416       9,526,869       64,184,290       16.6%       (8.6%         2010       1,217,670       6,538,221       320,246       7,838,621       66,382,114       12.8%       (8.5%         2011       1,365,823       6,772,901       307,729       1,260,696       61,928,003       2.0%       (9.2%         2012       1,764,033       6,881,243       291,944       6,145,823       62,664,672       10.4%       (8.6%         2013       1,355,384       7,066,206       301,575       9,017,824       65,670,099       15.1%       (9.2%	2003	2,357,867	5,557,940	233,033	10,226,224	73,095,458	15.8%	(4.7%)
2006       2,264,806       6,053,623       323,691       10,832,445       85,067,382       14.2%       (4.8%         2007       1,557,435       6,385,658       311,835       10,417,283       90,344,607       12.6%       (5.7%         2008       1,419,803       6,496,475       316,144       (24,771,762)       60,180,029       (28.3%)       (9.0%         2009       1,213,425       6,420,617       315,416       9,526,869       64,184,290       16.6%       (8.6%         2010       1,217,670       6,538,221       320,246       7,838,621       66,382,114       12.8%       (8.5%         2011       1,365,823       6,772,901       307,729       1,260,696       61,928,003       2.0%       (9.2%         2012       1,764,033       6,881,243       291,944       6,145,823       62,664,672       10.4%       (8.6%         2013       1,355,384       7,066,206       301,575       9,017,824       65,670,099       15.1%       (9.2%	2004	2,116,404	5,724,814	278,885	6,785,645	75,993,808	9.5%	(5.1%)
2007       1,557,435       6,385,658       311,835       10,417,283       90,344,607       12.6%       (5.7%         2008       1,419,803       6,496,475       316,144       (24,771,762)       60,180,029       (28.3%)       (9.0%         2009       1,213,425       6,420,617       315,416       9,526,869       64,184,290       16.6%       (8.6%         2010       1,217,670       6,538,221       320,246       7,838,621       66,382,114       12.8%       (8.5%         2011       1,365,823       6,772,901       307,729       1,260,696       61,928,003       2.0%       (9.2%         2012       1,764,033       6,881,243       291,944       6,145,823       62,664,672       10.4%       (8.6%         2013       1,355,384       7,066,206       301,575       9,017,824       65,670,099       15.1%       (9.2%	2005	2,207,813	5,830,707	253,274	6,229,805	78,347,445	8.4%	(4.9%)
2008       1,419,803       6,496,475       316,144       (24,771,762)       60,180,029       (28.3%)       (9.0%)         2009       1,213,425       6,420,617       315,416       9,526,869       64,184,290       16.6%       (8.6%)         2010       1,217,670       6,538,221       320,246       7,838,621       66,382,114       12.8%       (8.5%)         2011       1,365,823       6,772,901       307,729       1,260,696       61,928,003       2.0%       (9.2%)         2012       1,764,033       6,881,243       291,944       6,145,823       62,664,672       10.4%       (8.6%)         2013       1,355,384       7,066,206       301,575       9,017,824       65,670,099       15.1%       (9.2%)	2006	2,264,806	6,053,623	323,691	10,832,445	85,067,382	14.2%	(4.8%)
2009       1,213,425       6,420,617       315,416       9,526,869       64,184,290       16.6%       (8.6%         2010       1,217,670       6,538,221       320,246       7,838,621       66,382,114       12.8%       (8.5%         2011       1,365,823       6,772,901       307,729       1,260,696       61,928,003       2.0%       (9.2%         2012       1,764,033       6,881,243       291,944       6,145,823       62,664,672       10.4%       (8.6%         2013       1,355,384       7,066,206       301,575       9,017,824       65,670,099       15.1%       (9.2%	2007	1,557,435	6,385,658	311,835	10,417,283	90,344,607	12.6%	(5.7%)
2010       1,217,670       6,538,221       320,246       7,838,621       66,382,114       12.8%       (8.5%         2011       1,365,823       6,772,901       307,729       1,260,696       61,928,003       2.0%       (9.2%         2012       1,764,033       6,881,243       291,944       6,145,823       62,664,672       10.4%       (8.6%         2013       1,355,384       7,066,206       301,575       9,017,824       65,670,099       15.1%       (9.2%	2008	1,419,803	6,496,475	316,144	(24,771,762)	60,180,029	(28.3%)	(9.0%)
2011       1,365,823       6,772,901       307,729       1,260,696       61,928,003       2.0%       (9.2%         2012       1,764,033       6,881,243       291,944       6,145,823       62,664,672       10.4%       (8.6%         2013       1,355,384       7,066,206       301,575       9,017,824       65,670,099       15.1%       (9.2%	2009	1,213,425	6,420,617	315,416	9,526,869	64,184,290	16.6%	(8.6%)
2012       1,764,033       6,881,243       291,944       6,145,823       62,664,672       10.4%       (8.6%         2013       1,355,384       7,066,206       301,575       9,017,824       65,670,099       15.1%       (9.2%	2010	1,217,670	6,538,221	320,246	7,838,621	66,382,114	12.8%	(8.5%)
2013 1,355,384 7,066,206 301,575 9,017,824 65,670,099 15.1% (9.2%	2011	1,365,823	6,772,901	307,729	1,260,696	61,928,003	2.0%	(9.2%)
•	2012	1,764,033	6,881,243	291,944	6,145,823	62,664,672	10.4%	(8.6%)
2014 2,013,998 7,004,633 328,935 2,894,035 63,244,564 4.6% (8.4%	2013	1,355,384	7,066,206	301,575	9,017,824	65,670,099	15.1%	(9.2%)
	2014	2,013,998	7,004,633	328,935	2,894,035	63,244,564	4.6%	(8.4%)

# **Market Value Asset History (1984-2021)**

Plan							
Year			Plan Year	Plan Year	Market Value	Asset	Cash
Ending	Plan Year	Plan Year	Admin.	Investment	of Assets	Return	Flow
10/31	Contribution	Benefits Paid	Expenses	Return	at Year End	<u>%</u>	
2015	1,967,028	7,128,825	325,867	(2,166,802)	55,590,098	(3.6%)	(9.9%)
2016	1,991,568	7,189,999	362,927	758,214	50,786,954	1.4%	(11.0%)
2017	2,069,089	7,283,516	383,497	5,591,904	50,780,934	11.7%	(11.0%)
2018	1,961,803	7,241,603	511,700	445,500	45,434,934	0.9%	(12.7%)
2019	2,248,976	7,228,143	450,143	5,124,012	45,129,636	12.0%	(12.0%)
2020	2,369,519	7,345,113	450,269	1,454,124	41,157,897	3.4%	(13.2%)
2021	1,878,810	7,435,942	422,751	11,258,342	46,436,356	<u>29.5%</u>	(12.9%)
Totals	\$64,194,348	\$183,508,965	\$9,377,391	\$159,499,506		8.7%	

### **Summary of Plan Provisions**

1. Effective Date: November 1, 1968.

2. Plan Year: November 1st through October 31st.

3. <u>Covered Employees</u>: All employees covered by the Local 265 Collective Bargaining Agreement.

4. Eligibility: 1,000 Hours of Service.

5. Year of Service:

1 Year of Service is granted for each Plan Year in which 1,000 or more Hours of Service are worked with  $\frac{1}{10}$  of a year for each 100 hours less than 1,000.

### 6. Normal Retirement:

a. Eligibility

Age 62 and 5<sup>th</sup> anniversary of Plan participation.

b.	Monthly	Benefit
----	---------	---------

Effective Date	Benefit Credit
11/01/1968	4.350% of Contributions
11/01/1976	\$1.00/100 Hours Worked
11/01/1977	\$1.50/100 Hours Worked
11/01/1979	\$1.75/100 Hours Worked
11/01/1982	\$2.50/100 Hours Worked
11/01/1983	2.240% of Contributions
11/01/1985	2.552% of Contributions
11/01/1987	2.650% of Contributions
11/01/1988	2.915% of Contributions
11/01/1994	2.500% of Contributions
11/01/1999	2.300% of Contributions
03/01/2009	\$15.00/1,200 Hours Worked

### **Summary of Plan Provisions**

7. Early Retirement:

a. Eligibility Age 55 and 5 Years of Service.

b. Monthly Benefit Calculated as for Normal Retirement Actuarially

reduced from age 62.

8. Vested Retirement:

a. Eligibility 5 Years of Service.

b. Monthly Benefit Calculated as for Early or Normal Retirement.

9. Pre-Retirement Death:

a. Eligibility 5 Years of Service.

b. Monthly Benefit Calculated as for an age 55 Early Retirement

reflecting a 50% Joint & Survivor Annuity payment form with death immediately after Early Retirement.

10. Total & Permanent Disability:

a. Eligibility 5 Years of Service with at least 1 Year of Service in

the past 2 Plan Years and the Social Security

Disability Award.

b. Monthly Benefit Calculated as for Normal Retirement Actuarially

reduced from age 62 and payable on the first of the month following Social Security disability determination. Payments cease upon commencement

of Normal or Early Retirement benefits.

## **Summary of Plan Provisions**

11.	Employer Contributions:	Effective Date         Hourly Rate           06/01/2015         \$4.90           06/01/2016         \$5.30
12.	Actuarial Equivalency:	UP-1984 Mortality Table at 7.00%.
13.	Payment Forms:	
	a. Normal	Life Annuity for single participants and an Actuarially Equivalent 50% Joint & Survivor Annuity (QJSA) for married participants.
	b. Optional	Actuarially Equivalent 100%, 75%, 66 <sup>2</sup> / <sub>3</sub> %, or 50% Joint & Survivor Annuity (QOSA), with or without Pop-up.
14.	Changes Since Last Year:	None.

### **Actuarial Assumptions and Methods**

1. Interest Rates:

a. Funding 6.50%.

b. Current Liability 2.26%.

c. ASC 960 5.50% (reflects administration expenses).

### 2. Mortality Rates:

a. Funding / ASC 960

i. Non-Disabled Blue Collar adjusted Pri-2012.

ii. Retired Blue Collar adjusted Pri-2012 Retiree.

iii. Survivor Blue Collar adjusted Pri-2012 Contingent Survivor.

iv. Disabled Pri-2012 Disabled Retiree.

v. Weighting Amount-weighted.

vi. Future Improvement Projected generationally using Scale MP-2021.

b. Current Liability 2021 Static Mortality Table (IRS Notice 2019-67).

3. Actuarial Cost Method: Unit Credit.

4. <u>Termination/Disability Rates</u>: Termination with less than 3 years of service – 0.30, otherwise:

<u>Age</u>	<b>Termination</b>	<b>Disability</b>
25	0.348939	0.00030
35	0.290736	0.00050
45	0.195489	0.00105
55	0.069401	0.00275
65	0.000000	0.00000

### **Actuarial Assumptions and Methods**

5. Percent Married/Spousal Age:

80% with husbands 3 years older than their wives.

6. Expense Load

\$425,000 per year.

7. Payment Form Election:

Forms of Payment	Election %
Life Annuity	54%
50% J&S	10%
50% J&S w/ Pop-up	11%
67% J&S	2%
67% J&S w/ Pop-up	2%
75% J&S	1%
75% J&S w/ Pop-up	2%
100% J&S	9%
100% J&S w/ Pop-up	9%

8. Retirement Rates:

		Terminated
Age	<u>Active</u>	<u>Vesteds</u>
55-56	0.30	0.03
57-60	0.15	0.03
61	0.30	0.10
62	0.40	0.50
63	0.40	0.20
64	0.50	0.20
65	1.00	0.20
66	1.00	1.00

9. Asset Valuation Method:

Market Value of Assets less a decreasing fraction ( $^4/_5$ ,  $^3/_5$ ,  $^2/_5$ , and  $^1/_5$ ) of the preceding 4 years gains and (losses). A year's gain/(loss) equals the actual return less minus the expected return using the funding interest rate. The Actuarial Value is adjusted to be within 80% and 120% of the Market Value.

### **Actuarial Assumptions and Methods**

10. Number of Hours Worked: 1,015 per active per year.

11. Changes Since Last Year: The mortality projection scale and hours worked

assumption were updated, the expense load assumption was lowered, and the Current Liability mortality and interest rates were changed as mandated

by the IRS.

# **Rationale for Selection of Significant Actuarial Assumptions**

1.	Interest Rate:	Based on the Plan's target asset allocation reflecting asset class future return expectations as determined by the Plan's investment consultant and publicly available inflation expectations, anticipated risk premiums, and associated long-term capital market assumptions.
2.	Mortality Rates:	Pri-2012 table used as base rates. Blue Collar adjustment used to reflect expected workforce mortality experience. Pri-2012 Retiree table used to reflect expected retiree mortality experience. Pri-2012 Contingent Survivor table used to reflect expected surviving spouse mortality experience. Pri-2012 Disabled Retiree table used to reflect expected disabled mortality experience. Pri-2012 tables are adjusted for expected generational mortality improvement from base year 2012 using Scale MP-2021.
3.	Retirement Rates:	Based on the Plan's most recent experience study.
4.	Hours Worked:	Based on prior year hours worked and adjusted for anticipated changes in future hours worked.
5.	Termination/Disability Rates:	Based on the Plan's most recent experience study.
6.	Payment Form Election:	Based on the Plan's most recent experience study.
7.	Expense Load Assumption:	Based on prior year actual expenses.

File = PPA Cent

### REHABILITATION PLAN LABORERS LOCAL NO. 265 PENSION PLAN

### **Memorandum of Understanding**

WHEREAS, the Laborers International Union of North America, Local No. 265 is the sponsoring Labor Association to the above captioned Plan, and

WHEREAS, the Labor Relations Division, Cincinnati, Division, AGC of Ohio, Inc., Associated General Contractors of America, Inc. is the sponsoring Management Association of the above referenced Plan, and

WHEREAS, Messrs Neuman, Toman, Langenheim, Richardson, Richardson, and Phillips are the Trustees of the Laborers Local No. 265 Pension Plan, and

WHEREAS, the Laborers Local No. 265 Pension Plan has been certified as "critical" by the Actuary as of October 31, 2009 as determined under the Rules and Regulations of the Pension Protection Act of 2006, and

WHEREAS, as a result of being certified as "critical" the Trustees of the Plan have requested the sponsoring parties to execute a Memorandum of Understanding which will implement certain actions by the sponsoring parties and Trustees to rehabilitate the Plan out of the "critical" category, and

WHEREAS, the Actuary to the Plan has determined that a rehabilitation plan will need a commitment of at least an additional \$0.40 per hour over the next 10 years, and

WHEREAS, the sponsoring parties and Trustees are interested in attempting to rehabilitate the Plan in accordance with the recommendations of the Actuary and under the requirements of the applicable law.

In consideration of the joint efforts of all parties to rehabilitate the Pension Plan, the parties agree as follows:

# To amend the current collectively bargained contract expiring May 31, 2011 to reflect the following:

- 1. \$2.50 of contributions is currently being paid into the Pension Plan as of June 1, 2009.
- 2. \$0.40 of additional contributions due under the current collectively bargained contract shall be allocated to the Pension Plan without generating any associated benefit accrual under the current formula as set forth in the Plan. This shall be effective June 1, 2010.

### To commit to the next collectively bargained contracts as follows:

3. The infusion of an additional \$0.40 per hour for each year beginning June 1, 2011 and ending on June 1, 2019, to be paid directly into the Pension Plan. These payments shall not generate any associated benefit accrual under the current formula as set forth in the Plan.

- 4. The parties expressly understand that the infusion of this new money directly into the Pension Plan may or may not result from an increase in contractual obligations by the Employers. The \$0.40 per year for each of the next 9 years (starting June 1, 2011 with the last additional \$0.40 increase on June 1, 2019) is a commitment by the sponsoring parties to serve as the Plan's rehabilitation plan. The infusion of new money into the Pension Plan for rehabilitation purposes will come from any of the following:
  - A. Additional Employer contributions
  - B. Diversion from other fringe benefit contributions of the parties
  - C. Member participants' wages

In the event that new money does not result from source A or B above, by default, it will result from C above.

It is understood by the parties that this Memorandum of Understanding outlines a minimum obligation over the next 10 years and does not limit any action by the parties to further improve the Plan's funded status and/or to further minimize the contractors' obligations to the Plan. Furthermore, it specifically does not limit any action of the Trustees of the Plan to fulfill their fiduciary obligations in requiring that the Plan be in compliance with the Pension Protection Act of 2006.

IN WITNESS WHEREOF, the parties have signed and executed this Memorandum of Understanding this \_3/\_\_\_ day of \_march\_\_\_\_\_, 2010.

Laborers International Union of North America, Local No. 265	Labor Relations Division, Cincinnati Division, AGC of Ohio, Inc., Associated General Contractors of America, Inc.
By: John Melly	By: beflo.
LABÖR TRUSTEES	MANAGEMENT TRUSTEES
Harry Richardson	Philip Neuman
Robert E. Richardson	Thomas E. Toman
John H. Phillips	David Langenheim

#### LABORERS LOCAL NO. 265 PENSION PLAN

#### Rehabilitation Plan

#### November 2014

#### Introduction

The Pension Protection Act of 2006 (PPA), as amended by the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA) and the Pension Relief Act of 2010 (PRA), requires the trustees of a multiemployer pension plan that has been certified by the plan's actuary as being in Critical Status to develop a Rehabilitation Plan that is intended to enable the plan to emerge from Critical Status by the end of its Rehabilitation Period. The Rehabilitation Plan must be based on reasonably anticipated experience and on reasonable actuarial assumptions.

On January 29, 2010, the Laborers Local No. 265 Pension Plan ("Plan") was first certified by its Actuary to be in Critical Status for the Plan Year beginning on November 1, 2009. On January 29, 2014 the Plan was certified as continuing to be in Critical Status for the Plan Year beginning November 1, 2013. Even though the Plan is making Scheduled Progress under its Rehabilitation Plan, it has been determined that the Plan is not expected to be able to emerge from Critical Status over the 10-year Rehabilitation Period that ends on October 31, 2020.

#### **Rehabilitation Period and Expected Emergence Date**

The Rehabilitation Period will begin on November 1, 2015. Based on reasonable assumptions and implementation of this Rehabilitation Plan, the Plan is not expected to emerge from Critical Status during the 10-year Rehabilitation Period that ends on October 31, 2025.

PPA directs the Board of Trustees to adopt a Rehabilitation Plan designed to allow a plan to emerge from Critical Status by the end of a 10-year Rehabilitation Period. However, PPA also allows for a Rehabilitation Plan that forestalls insolvency or allows a plan to emerge from Critical Status at a later date if the Board determines that the Plan cannot emerge from Critical Status based on reasonable actuarial assumptions and exhaustion of all reasonable measures.

The Board of Trustees considered many alternative combinations of contribution increases and benefit adjustments. After much deliberation and consideration, the Board determined that any combination of changes that would allow the Plan to emerge from Critical Status in the Rehabilitation Period would have a significant adverse affect on the ability of participating employers to obtain work and work opportunities for employees. This in turn would result in a reduction in expected contributions due to decreased work and would place further risk on the Plan and its participants. Decreased hours would also have a significant impact on the funding status of the Plan and eventual insolvency. Therefore, the Board of Trustees decided to adopt this Rehabilitation Plan which has been designed to forestall the Plan's insolvency.

#### **Annual Standards for Meeting the Rehabilitation Requirements**

Based on reasonable assumptions, the Plan is not expected to emerge from Critical Status by the end of the Rehabilitation Period. On an annual basis, the Board will review updated actuarial projections based on reasonable actuarial assumptions to confirm that the Rehabilitation Plan is continuing to forestall insolvency and to determine if the Plan can expect to emerge from Critical Status at a later date.

#### **Annual Updating of Rehabilitation Plan**

Each year the Plan's actuary will review and certify the status of the Plan under PPA funding rules and, starting with the beginning of the Rehabilitation Period, whether the Plan is making the scheduled progress in meeting the requirements of the Rehabilitation Plan. Scheduled progress will be determined based on the Plan continuing to forestall its insolvency. Based on new information, if the Board determines that it is necessary to update this Rehabilitation Plan they will present new schedules to the bargaining parties that may prescribe additional benefit reductions and/or higher contribution rates.

#### **Other Issues**

Notwithstanding subsequent changes in benefit and contribution schedules, a schedule provided by the Trustees 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.

So agreed and approved by the Board of Trustees on the 18th day of November, 2014.

**EMPLOYER TRUSTEES** 

UNION TRUSTEES

2

### Preferred Schedule

#### **Contribution Increases**

The Plan's hourly contribution rates will increase in accordance with the following Schedule. The contribution rate shown could be reached sooner than the dates shown below, but will be reached no later than the stated dates.

Effective Date	Hourly Contribution Rate
June 1, 2015	\$4.90
June 1, 2016	\$5.30
June 1, 2017	\$5.70
June 1, 2018	\$6.10
June 1, 2019	\$6.50

#### **Benefit Changes**

Unless specified otherwise, all of the benefit changes listed below are effective beginning with the first of the month after the later of (1) the date the Schedule is effective for their former bargaining group or (2) 30 days after the date the notice described in Internal Revenue Code ("Code") Section 432(e)(8)(C) is provided.

- If the Participant has less than five (5) Years of Credited Service, a lump sum benefit equal to the total amount of contributions received on the account of the Participant will be paid. However, for all disability applications received and approved on and after February 26, 2010, this section is suspended and no lump sum payments will be paid.
- If the participant has more than five (5) Years of Credited Service, a monthly pension benefit in the form of a single life annuity equal to the Participant's Accrued Benefit as of the date of disability, with a minimum benefit of Twenty-five (\$25.00) Dollars will be paid. However, for disability applications received and approved on or after February 26, 2010, this section is suspended as to the effective date of payments and no retroactive lump sum payments will be paid. Payments of a single life annuity will begin on the 1<sup>st</sup> day of the month following receipt and approval of a disability retirement application as set forth in the Plan Document.
- On and after February 26, 2010, lump sum payments of Pre-Retirement Death Benefits are suspended.
- Post-Retirement Death Benefit applications received and approved on and after February 26, 2010 are suspended and no lump sum payments will be paid.

#### **Future Revisions**

The Trustees are required by ERISA and the Internal Revenue Code to review the progress of their Rehabilitation Plan each year and to update the Rehabilitation Plan and schedules if necessary. As such, the contribution rate increases specified in this schedule may be subject to change and benefit reductions may be required, except with respect to a collective bargaining agreement negotiated in reliance on this schedule.

#### LABORERS LOCAL NO. 265 PENSION PLAN

#### Updated Rehabilitation Plan

#### **July 2017**

#### Introduction

The Pension Protection Act of 2006 (PPA), as amended by the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA) and the Pension Relief Act of 2010 (PRA), requires the trustees of a multiemployer pension plan that has been certified by the plan's actuary as being in Critical Status to develop a Rehabilitation Plan that is intended to enable the plan to emerge from Critical Status by the end of its Rehabilitation Period. The Rehabilitation Plan must be based on reasonably anticipated experience and on reasonable actuarial assumptions.

On January 29, 2010, the Laborers Local No. 265 Pension Plan ("Plan") was first certified by its Actuary to be in Critical Status for the Plan Year beginning on November 1, 2009. On January 27, 2017 the Plan was certified to be in Critical and Declining Status for the Plan Year beginning November 1, 2016. The Plan is not expected to be able to emerge from Critical Status over the 10-year Rehabilitation Period that ends on October 31, 2020 and faces insolvency within the next 20 years.

#### Rehabilitation Period and Expected Emergence Date

PPA directs the Board of Trustees to adopt a Rehabilitation Plan designed to allow a plan to emerge from Critical Status by the end of a 10-year Rehabilitation Period. However, PPA also allows for a Rehabilitation Plan that forestalls insolvency or allows a plan to emerge from Critical Status at a later date if the Board determines that the plan cannot emerge from Critical Status based on reasonable actuarial assumptions and exhaustion of all reasonable measures.

On November 18, 2014, the Board of Trustees adopted a Rehabilitation Plan designed to forestall the Plan's insolvency.

#### Annual Standards for Meeting the Rehabilitation Requirements

Based on reasonable assumptions, the Plan is not expected to emerge from Critical Status by the end of the Rehabilitation Period. On an annual basis, the Board will review updated actuarial projections based on reasonable actuarial assumptions to confirm that the Rehabilitation Plan is continuing to forestall insolvency and to determine if the Plan can expect to emerge from Critical Status at a later date.

#### **Annual Updating of Rehabilitation Plan**

Each year the Plan's actuary will review and certify the status of the Plan under PPA funding rules and, starting with the beginning of the Rehabilitation Period, whether the Plan is making the scheduled progress in meeting the requirements of the Rehabilitation Plan. Scheduled progress will be determined based on the Plan continuing to forestall its insolvency. Based on new information, if the Board determines that it is necessary to update this Rehabilitation Plan they will present new schedules to the bargaining parties that may prescribe additional benefit reductions and/or higher contribution rates.

#### Other Issues

Notwithstanding subsequent changes in benefit and contribution schedules, a schedule provided by the Trustees 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.

#### **Preferred Schedule**

#### **Contribution Increases**

The Plan's hourly contribution rates will increase in accordance with the following Schedule. The contribution rate shown could be reached sooner than the dates shown below, but will be reached no later than the stated dates.

Effective Date	Hourly Contribution Rate	
June 1, 2015	\$4.90	
June 1, 2016	\$5.30	

#### **Benefit Changes**

Unless specified otherwise, all of the benefit changes listed below are effective beginning with the first of the month after the later of (1) the date the Schedule is effective for their former bargaining group or (2) 30 days after the date the notice described in Internal Revenue Code ("Code") Section 432(e)(8)(C) is provided.

- If the Participant has less than five (5) Years of Credited Service, a lump sum benefit equal to the total amount of contributions received on the account of the Participant will be paid. However, for all disability applications received and approved on and after February 26, 2010, this section is suspended and no lump sum payments will be paid.
- If the participant has more than five (5) Years of Credited Service, a monthly pension benefit in the form of a single life annuity equal to the Participant's Accrued Benefit as of the date of disability, with a minimum benefit of Twenty-five (\$25.00) Dollars will be paid. However, for disability applications received and approved on or after February 26, 2010, this section is suspended as to the effective date of payments and no retroactive lump sum payments will be paid. Payments of a single life annuity will begin on the 1<sup>st</sup> day of the month following receipt and approval of a disability retirement application as set forth in the Plan Document.
- On and after February 26, 2010 lump sum payments of Pre-Retirement Death Benefits are suspended.
- Post-Retirement Death Benefit applications received and approved on and after February 26, 2010 are suspended and no lump sum payments will be paid.
- Effective February 1, 2017 a Participant must be Active (earned at least one (1) year of Credited Service in the past two (2) Plan Years) to retire before their Normal Retirement Date.
- Effective September 1, 2017 the benefits of Participants who retire before their Normal Retirement Date are subject to an actuarial reduction for Early Retirement.
- Effective February 1, 2017 Trade Disability benefits are no longer available.
- Effective February 1, 2017 Total & Permanent Disability benefits require a Social Security Disability Award and are subject to an actuarial reduction for commencement prior to an Active Participant's Normal Retirement Date.
- Effective September 1, 2017 Participants who retire before their Normal Retirement Date are subject to the Plan's benefit suspension rules regardless of their years of service.

- For deaths on or after February 1, 2017 the Pre-Retirement Surviving Spouse's benefit will only be paid at the deceased Participant's Earliest Retirement Age.
- For deaths on or after September 1, 2017 the Pre-Retirement Surviving Spouse's benefit was changed from a Joint & 100% Survivor benefit to a Joint & 50% Survivor benefit.

#### **Future Revisions**

The Trustees are required by ERISA and the Internal Revenue Code to review the progress of their Rehabilitation Plan each year and to update the Rehabilitation Plan and schedules if necessary. As such, the contribution rate increases specified in this schedule may be subject to change and benefit reductions may be required, except with respect to a collective bargaining agreement negotiated in reliance on this schedule.

So agreed and approved by the Board of Trustees on the 17th day of July, 2017.

**EMPLOYER TRUSTEES** 

**UNION TRUSTEES** 

3

#### Form 5500

Department of the Treasury Internal Revenue Service

Department of Labor Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

SIGN

**HERE** 

SIGN HERE

SIGN HERE

### **Annual Return/Report of Employee Benefit Plan**

This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code).

➤ Complete all entries in accordance with the instructions to the Form 5500. OMB Nos. 1210-0110 1210-0089

2020

This Form is Open to Public Inspection

Part I	Annual Report	<b>Identification Information</b>				
For calend	ar plan year 2020 or f	iscal plan year beginning 11/01/20	020 and ending 10	31/2021		
A This ref	turn/report is for:	🛚 a multiemployer plan	a multiple-employer plan (Filers check participating employer information in a	-		ns.)
		a single-employer plan	a DFE (specify)			
<b>B</b> This ref	turn/report is:	the first return/report	the final return/report			
		an amended return/report	a short plan year return/report (less th	an 12 months	)	
C If the p	lan is a collectively-ba	rgained plan, check here			• 🛛	
<b>D</b> Check	box if filing under:	X Form 5558	automatic extension	the	e DFVC program	
		special extension (enter des	cription)			
Part II	Basic Plan Info	rmation—enter all requested inf	formation			
1a Name				1b	Three-digit plan number (PN) ▶	001
LABORE	INO LOGAL 2001 LIN	JOHN EAN		1c	Effective date of pla 11/07/1969	an
2a Plan sponsor's name (employer, if for a single-employer plan) Mailing address (include room, apt., suite no. and street, or P.O. Box) City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions)			2b	Employer Identifica Number (EIN) 31-6127282	ition	
LABORERS LOCAL 265 PENSION PLAN			2c	2c Plan Sponsor's telephone number 513-381-6886		
	FOURTH STREET S ATI, OH 45202-4813		5 WEST FOURTH STREET SUITE 225 NCINNATI, OH 45202-4813	2d	Business code (see instructions) 238100	9
		<u> </u>	n/report will be assessed unless reasonable cau			
	Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.					

08/15/2022

Date

Date

Date

KENDRICK TEMPLETON

Enter name of individual signing as plan administrator

Enter name of individual signing as DFE

Enter name of individual signing as employer or plan sponsor

For Paperwork Reduction Act Notice, see the Instructions for Form 5500.

Filed with authorized/valid electronic signature.

Signature of plan administrator

Signature of DFE

Signature of employer/plan sponsor

Form 5500 (2020) v. 200204 Form 5500 (2020) Page **2** 

3a	3a Plan administrator's name and address 🗵 Same as Plan Sponsor		<b>3b</b> Adr	3b Administrator's EIN	
					ninistrator's telephone nber
4		ame and/or EIN of the plan sponsor or the plan name has changed sir ne plan sponsor's name, EIN, the plan name and the plan number from		4b EIN	l
a C	Sponso Plan Na	r's name ame		4d PN	
5	Total nu	umber of participants at the beginning of the plan year		5	1311
6		r of participants as of the end of the plan year unless otherwise stated <b>6b, 6c,</b> and <b>6d</b> ).	(welfare plans complete only lines 6a(1),		
a(	1) Total	I number of active participants at the beginning of the plan year		. 6a(1)	286
a(	2) Total	I number of active participants at the end of the plan year		. 6a(2)	257
b	Retired	or separated participants receiving benefits		. 6b	444
С	Other re	etired or separated participants entitled to future benefits		. 6c	582
d	Subtota	al. Add lines <b>6a(2)</b> , <b>6b</b> , and <b>6c</b>		. 6d	1283
е	Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.			. 6e	165
f	f Total. Add lines 6d and 6e.			. <b>6f</b>	1448
g	<b>g</b> Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)			. <b>6</b> g	45
h		r of participants who terminated employment during the plan year with an 100% vested		. 6h	
7	Enter th	ne total number of employers obligated to contribute to the plan (only r	multiemployer plans complete this item)	. 7	50
8a	If the plant	an provides pension benefits, enter the applicable pension feature cod	des from the List of Plan Characteristics Cod	des in the i	instructions:
b	If the pla	an provides welfare benefits, enter the applicable welfare feature code	es from the List of Plan Characteristics Code	es in the in	structions:
9a	Plan fur	nding arrangement (check all that apply)	9b Plan benefit arrangement (check all the	nat apply)	
	(1)	Insurance	(1) Insurance		
	(2)	Code section 412(e)(3) insurance contracts	(2) Code section 412(e)(3	) insurance	e contracts
	(3)	Trust	(3) X Trust		
10	(4)	General assets of the sponsor  all applicable boxes in 10a and 10b to indicate which schedules are at	(4) General assets of the stacked and where indicated enter the num	•	ned (See instructions)
_				ibor uttuoi	iod. (Coo mondonorio)
а		n Schedules  P. (Retirement Plan Information)	b General Schedules (4) V H (Financial Info	mation\	
	(1)	R (Retirement Plan Information)	(1) X H (Financial Info	,	`mall Dlan`
	(2)	MB (Multiemployer Defined Benefit Plan and Certain Money	(2) I (Financial Infor		omali Plan)
		Purchase Plan Actuarial Information) - signed by the plan	(3) <u>0</u> A (Insurance Info	ormation)	
		actuary	(4) X C (Service Providence	der Informa	ation)
	(3)	SB (Single-Employer Defined Benefit Plan Actuarial	(5) D (DFE/Participa	ting Plan I	nformation)
		Information) - signed by the plan actuary	(6) G (Financial Tran	saction S	chedules)

Part III	Form M-1 Compliance Information (to be completed by welfare benefit plans)	
11a If the plan provides welfare benefits, was the plan subject to the Form M-1 filing requirements during the plan year? (See instructions and 29 CFR 2520.101-2.)		
11b Is the plan currently in compliance with the Form M-1 filing requirements? (See instructions and 29 CFR 2520.101-2.)		
Recei	the Receipt Confirmation Code for the 2020 Form M-1 annual report. If the plan was not required to file the 2020 Form M-1 annual report, enter the ot Confirmation Code for the most recent Form M-1 that was required to be filed under the Form M-1 filing requirements. (Failure to enter a valid of Confirmation Code will subject the Form 5500 filing to rejection as incomplete.)	

Form 5500 (2020)

Receipt Confirmation Code\_

Page 3

### **SCHEDULE MB** (Form 5500)

Department of the Treasury Internal Revenue Service

Department of Labor Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

### **Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information**

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

File as an attachment to Form 5500 or 5500-SF.

OMB No. 1210-0110

2020

This Form is Open to Public Inspection

For calendar plan year 2020 or fiscal plan year beginning 11/01/2020	and ending 10/31	/2021			
Round off amounts to nearest dollar.					
▶ Caution: A penalty of \$1,000 will be assessed for late filing of this report unless reasonable cause is	established.				
A Name of plan	B Three-digit				
LABORERS LOCAL 265 PENSION PLAN	plan number	. 004			
	pian numb	51 (FIN) P			
C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF	D Employer Id	entification Number (EIN)			
LABORERS LOCAL 265 PENSION PLAN	31-612728				
E Type of plan: (1) X Multiemployer Defined Benefit (2) Money Purchase (see	e instructions)				
<b>1a</b> Enter the valuation date: Month 11 Day 01 Year 2020					
<b>b</b> Assets					
(1) Current value of assets	1b(1)	41157897			
(2) Actuarial value of assets for funding standard account	1b(2)	41369873			
C (1) Accrued liability for plan using immediate gain methods		98104461			
(2) Information for plans using spread gain methods:					
(a) Unfunded liability for methods with bases	1c(2)(a)				
(b) Accrued liability under entry age normal method	1c(2)(b)				
(c) Normal cost under entry age normal method					
(3) Accrued liability under unit credit cost method		98104461			
d Information on current liabilities of the plan:		33.01.01			
·	4.4(4)				
(1) Amount excluded from current liability attributable to pre-participation service (see instructions)	1d(1)				
(2) "RPA '94" information:					
(a) Current liability	<del>, , , , , , , , , , , , , , , , , , , </del>	161694530			
(b) Expected increase in current liability due to benefits accruing during the plan year	1d(2)(b)	396952			
(c) Expected release from "RPA '94" current liability for the plan year	1d(2)(c)	7711264			
(3) Expected plan disbursements for the plan year	1d(3)	8161264			
Statement by Enrolled Actuary  To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if a in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experier assumptions, in combination, offer my best estimate of anticipated experience under the plan.					
SIGN HERE	06/27	/2022			
Signature of actuary		Date			
ALLEN L PAULY	20-08	895			
Type or print name of actuary	Most rec	ent enroliment number			
CUNI, RUST & STRENK	513-891-0270				
Firm name 4555 LAKE FÖREST DR - SUITE 620, CINCINNATI, ÖH 45242-3760	Telephone nu	mber (including area code)			
Address of the firm					
f the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing th	is schedule, check	the box and see			

Schedule MB	(Form 5500) 2020				Pag	e <b>2 -</b>	1					
2 Operational information	n as of beginning of this	plan year:										
a Current value of as	ssets (see instructions)							2a			4115789	<del>3</del> 7
<b>b</b> "RPA '94" current liability/participant count breakdown: (1)				(1) N	(1) Number of participants			Current I	iability			
(1) For retired pa	rticipants and beneficia	aries receivin	g payment					708			10409614	18
(2) For terminate	d vested participants							317			4074057	79
(3) For active par	rticipants:											
(a) Non-veste	ed benefits											0
(b) Vested be	enefits										1685780	)3
(c) Total acti	ve							286			1685780	
								1311			16169453	30
	esulting from dividing li							2c			25.4	15 %
3 Contributions made to	the plan for the plan yea	r by employe	r(s) and employees:									
(a) Date (MM-DD-YYYY)	<b>(b)</b> Amount paid by employer(s)		Amount paid by employees	(a) ( (MM-DI	Date D-YY		<b>(b)</b> Amoun employ		1	c) Amour emplo		
11/01/2020		0	0									
10/31/2021	18788	110	0									
				Totals I	<b>&gt;</b>	3(b)		1878810	3(c)			į (
4 Information on plan sta	atus:											
-	e for monitoring plan's							4a			42.	.2 %
	ate plan's status (see i ," go to line 5							4b			J	D
	he scheduled progress ι										Yes	No
<b>d</b> If the plan is in criti	ical status or critical an	d declining s	tatus, were any ber	nefits reduce	ed (s	ee instr	uctions)?				Yes X	No
	nter the reduction in lial e valuation date							4e				
year in which it is p If the rehabilitation	plan projects emergen projected to emerge. plan is based on fores k here	talling possib	ole insolvency, ente	r the plan ye	ear in	n which	insolvenc <u>y</u> is	4f			202	<u></u> !8
5 Actuarial cost method	l used as the basis for	this plan yea	r's funding standard	d account co	mpı	utations	(check all that	apply):				
<b>a</b> Attained ago	e normal <b>b</b>	☐ Entry ag	e normal	С	X /	Accrued	l benefit (unit c	redit)	d	∐ Agg	regate	
e Frozen initia	al liability <b>f</b>	Individua	al level premium	g	Πı	Individu	al aggregate		h	Sho	rtfall	
i Other (spec	ify):	_		-								
j If box h is checke	ed, enter period of use	of shortfall m	ethod				,	5j				
<b>k</b> Has a change be	en made in funding me	thod for this	plan year?								Yes X	No
I If line k is "Yes,"	was the change made	pursuant to F	Revenue Procedure	2000-40 or	othe	er auton	natic approval?		······································		Yes	No
	and line I is "No," enter ange in funding methoo	•	,	-	•		,	5m				

Page	3	-	1
------	---	---	---

Schedule MB (Form 5500) 2020

										_
<b>6</b> CI	necklist of certain actuarial assumptions:									
а	Interest rate for "RPA '94" current liability								6a	2.51 %
				Pre-ret	irement				Post-re	tirement
b	Rates specified in insurance or annuity contracts			☐ Yes ☐	No X	V/A			Yes 🗍	No X N/A
						•,,,			100 🗀	110 11111
C	Mortality table code for valuation purposes:	0 = (4)					_			
	(1) Males	6c(1)					A			A
	(2) Females	6c(2)				0.50	A			A 6.50 %
a	Valuation liability interest rate	6d				6.50	<sup>1</sup> %			6.50 %
е	Expense loading	6e		72.7 %		<u></u>	N/A		%	X N/A
f	Salary scale	6f		%		X	N/A			
g	Estimated investment return on actuarial value of assets for year	ending	on the va	luation date			6g			5.7 %
	Estimated investment return on current value of assets for year er	-					6h			3.4 %
	Estimated investment retain on surront rates of assets for your or	nding o	11 1110 1010	ation date						
<b>7</b> N	ew amortization bases established in the current plan year:									
	(1) Type of base	<b>(2)</b> Initia	al balance	)			(3	) Amortizat	ion Char	ge/Credit
	1		885	106						88388
	4		-3880	031						-38749
<b>8</b> M	iscellaneous information:					_				
а	If a waiver of a funding deficiency has been approved for this plan the ruling letter granting the approval						8a			
b	(1) Is the plan required to provide a projection of expected benefit attach a schedule					'Yes,"				X Yes No
b	(2) Is the plan required to provide a Schedule of Active Participant schedule									X Yes No
C Are any of the plan's amortization bases operating under an extension of time under section 412(e) (as in effect prior to 2008) or section 431(d) of the Code?									X Yes No	
d	If line c is "Yes," provide the following additional information:									
	(1) Was an extension granted automatic approval under section 4	431/4\/·	1) of the (	Code?						X Yes No
	•	. , .	•				Bd(2)			5
	(2) If line 8d(1) is "Yes," enter the number of years by which the a (3) Was an extension approved by the Internal Revenue Service						JG(2)			
	to 2008) or 431(d)(2) of the Code?			, , ,						Yes X No
	(4) If line 8d(3) is "Yes," enter number of years by which the amoincluding the number of years in line (2))	rtizatior	n period w	vas extended	d (not	[	8d(4)			
	(5) If line 8d(3) is "Yes," enter the date of the ruling letter approvir	ng the e	extension			8	d(5)			
	(6) If line 8d(3) is "Yes," is the amortization base eligible for amor section 6621(b) of the Code for years beginning after 2007?									Yes No
е	If box 5h is checked or line 8c is "Yes," enter the difference betwee for the year and the minimum that would have been required with extending the amortization base(s)	out usir	ng the sho	ortfall method	d or		8e			5796725
9 Fı	unding standard account statement for this plan year:									,
	narges to funding standard account:									
	Prior year funding deficiency, if any						9a			0:
_						$\vdash$				0
D	b Employer's normal cost for plan year as of valuation date								618888	
С	C Amortization charges as of valuation date:  Outstanding balance									
	(1) All bases except funding waivers and certain bases for which t amortization period has been extended		9c(1)		75	79677	'8			8984981
	(2) Funding waivers	L	9c(2)				0.			.0
	(3) Certain bases for which the amortization period has been extended	[	9c(3)				0			0
d	Interest as applicable on lines 9a, 9b, and 9c						9d			624252
e Total charges. Add lines 9a through 9d						9e			10228121	

	Scriedule MB (FOITI 5500) 2020		raye 🛶		
Cı	edits to funding standard account:				
f	Prior year credit balance, if any	9f	979359		
g	Employer contributions. Total from column (b) of line 3			9g	1878810
			Outstanding bala	nce	
h	Amortization credits as of valuation date	9h	18	082831	3741026
i	Interest as applicable to end of plan year on lines 9f, 9g, and 9h			9i	366925
	- u.s. u. u. u. u. u. u.				
J	Full funding limitation (FFL) and credits:				
	(1) ERISA FFL (accrued liability FFL)	2350223			
	(2) "RPA '94" override (90% current liability FFL)	9j(2	2) 106	8831470	
	(3) FFL credit			9j(3)	0
k	(1) Waived funding deficiency			9k(1)	0
	(2) Other credits			9k(2)	0
ı	Total credits. Add lines 9f through 9i, 9j(3), 9k(1), and 9k(2)			91	6966120
m	Credit balance: If line 9I is greater than line 9e, enter the difference			9m	
n	Funding deficiency: If line 9e is greater than line 9I, enter the difference.			9n	3262001
9 o	Current year's accumulated reconciliation account:		_		
	(1) Due to waived funding deficiency accumulated prior to the 2020 pla	an year		90(1)	0
	(2) Due to amortization bases extended and amortized using the interest	est rate und	er section 6621(b) of the	ne Code:	
	(a) Reconciliation outstanding balance as of valuation date			9o(2)(a)	.0
	(b) Reconciliation amount (line 9c(3) balance minus line 9c(2)(a)).		9o(2)(b)	0	
	(3) Total as of valuation date			90(3)	0
10	Contribution necessary to avoid an accumulated funding deficiency. (Se	e instructio	ns.)	10	3262001
11	Has a change been made in the actuarial assumptions for the current pl	an year? If	"Yes," see instructions.		X Yes No

### SCHEDULE C (Form 5500)

Department of the Treasury Internal Revenue Service

Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation

### **Service Provider Information**

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

File as an attachment to Form 5500.

OMB No. 1210-0110

2020

This Form is Open to Public Inspection.

For calendar plan year 2020 or fiscal plan year beginning 11/01/2020	and ending 10/31/2021
A Name of plan	B Three-digit
LABORERS LOCAL 265 PENSION PLAN	plan number (PN) 001
C Plan sponsor's name as shown on line 2a of Form 5500	D Employer Identification Number (EIN)
LABORERS LOCAL 265 PENSION PLAN	31-6127282
Part I Service Provider Information (see instructions)	
· · · · · · · · · · · · · · · · · · ·	
You must complete this Part, in accordance with the instructions, to report the information requ	
or more in total compensation (i.e., money or anything else of monetary value) in connection v plan during the plan year. If a person received <b>only</b> eligible indirect compensation for which the	
answer line 1 but are not required to include that person when completing the remainder of thi	
1 Information on Persons Receiving Only Eligible Indirect Compensatio	
a Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of this	
indirect compensation for which the plan received the required disclosures (see instructions fo	r definitions and conditions)
b If you answered line 1a "Yes," enter the name and EIN or address of each person providing the received only eligible indirect compensation. Complete as many entries as needed (see instru	•
(b) Enter name and EIN or address of person who provided you discle	osures on eligible indirect compensation
(b) Enter name and EIN or address of person who provided you discle	osures on eligible indirect compensation
(b) Enter name and EIN or address of person who provided you disclo	osures on eligible indirect compensation
(b) Enter name and EIN or address of person who provided you discle	osures on eligible indirect compensation

Schedule C (Form 5500) 2020		Page <b>2-</b> 1	
(b) Enter name and EIN or addre	ss of person who provided you	disclosures on eligible indired	ct compensation
•	<u> </u>		
(b) Enter name and EIN or addre	ss of person who provided you	disclosures on eligible indirec	et compensation
(b) Enter name and EIN or addre	ss of person who provided you	disclosures on eligible indirec	et compensation
			I
(b) Enter name and EIN or addres	ss of person who provided you	disclosures on eligible indirec	t compensation
( <b>b)</b> Enter name and EIN or addre	ss of person who provided you	disclosures on eligible indirec	t compensation
(b) Eller Hame and Elli of addic-	as of person who provided you	disclosures on engible munec	a compensation
<b>(b)</b> Enter name and EIN or addre	ss of person who provided you	disclosures on eligible indirec	ct compensation
			ı
(b) Enter name and EIN or addres	ss of person who provided you	disclosures on eligible indirec	ct compensation
(b) Enter name and EIN or addre	ss of person who provided you	disclosures on eligible indirec	et compensation

Page 3	3 -	1
--------	-----	---

Schedule	C	(Form	5500)	2020

answered	"Yes" to line 1a above	e, complete as many	entries as needed to list ea	r Indirect Compensation in the person receiving, directly or the plan or their position with the	indirectly, \$5,000 or more in t	otal compensation
		(	(a) Enter name and EIN or	address (see instructions)		
AMERICA	N BENEFIT CORPOR	RATION		IS RT 60 NV 25545-9507		
31-121923	31					
(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h)  Did the service provider give you a formula instead of an amount or estimated amount?
13	NONE	164695	Yes No X	Yes No		Yes No
	-	(	a) Enter name and EIN or	address (see instructions)		
36-210248	J GALLAGHER RISK 32	MGMT SERV		TREASURY CENTER GO, IL 60694-9700		
(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount?
22	NONE	68820	Yes No X	Yes No		Yes No
		(	a) Enter name and EIN or	address (see instructions)		
LEDBETT	ER PARISI LLC			HOADS CENTER DRIVE ERVILLE, OH 45458		
03-059989	99					
(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount?
29	NONE	65986	Yes No X	Yes No		Yes No

Pag	ie	3	-	
rac	е	J	-	

2 Inform	ation on Other S	Carrias Provider	a Bassiving Direct o	r Indirect Companyation	n F	£
answered	"Yes" to line 1a above	e, complete as many	entries as needed to list ea	r Indirect Compensation ch person receiving, directly or	indirectly, \$5,000 or more in t	total compensation
(i.e., mon	ey or anything else of	•		ne plan or their position with the	plan during the plan year. (So	ee instructions).
			(a) Enter name and EIN of	address (see instructions)		
FUND EV	ALUATION GROUP			FIFTH STREET SUITE 1600 NNATI, OH 45202		
01-069477	71					
(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h)  Did the service provider give you a formula instead of an amount or estimated amount?
27	NONE	60000	Yes No X	Yes No		Yes No
	!		(a) Enter name and EIN or	address (see instructions)		
CUNI RUS	ST & STRENK			AKE FOREST DR STE 620		
			CINCI	NNATI, OH 45242		
31-122775	55					
(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h) Did the service provider give you a formula instead of an amount or estimated amount
11	NONE	38975	Yes No X	Yes No		Yes No
	1	(	(a) Enter name and EIN or	address (see instructions)		
BLUE & C	O LLC			EST SECOND STREET OUR, IN 47274		
35-117866	51					
(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0	(h)  Did the service provider give you a formula instead of an amount or estimated amount?
10	NONE	31328	Yes No X	Yes No		Yes No

Part I	Service	Provider	Information	(continued)
I WILL	OCI VICC	IIOVIGGI	minomination	(COIILIII aca

3. If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation or provides contract administrator, consulting, custodial, investment advisory, investment manage questions for (a) each source from whom the service provider received \$1,000 or more in indirect provider gave you a formula used to determine the indirect compensation instead of an amount of many entries as needed to report the required information for each source.	ement, broker, or recordkeepin compensation and (b) each so	g services, answer the following ource for whom the service
(a) Enter service provider name as it appears on line 2	(b) Service Codes (see instructions)	(C) Enter amount of indirect compensation
	(GGG Michaelia)	Compensation
(d) Enter name and EIN (address) of source of indirect compensation	formula used to determine	compensation, including any the service provider's eligibility the indirect compensation.
(a) Enter service provider name as it appears on line 2	(b) Service Codes (see instructions)	(C) Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	formula used to determine	compensation, including any the service provider's eligibility the indirect compensation.
(a) Enter service provider name as it appears on line 2	(b) Service Codes (see instructions)	(c) Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	formula used to determine	compensation, including any the service provider's eligibility the indirect compensation.

Pa	rt II Service Providers Who Fail or Refuse to		
4	Provide, to the extent possible, the following information for exthis Schedule.	ach service provide	er who failed or refused to provide the information necessary to complete
	(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(C) Describe the information that the service provider failed or refused to provide
	(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(C) Describe the information that the service provider failed or refused to provide
	(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(C) Describe the information that the service provider failed or refused to provide
<u> </u>	(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(C) Describe the information that the service provider failed or refused to provide
	(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(C) Describe the information that the service provider failed or refused to provide
	(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(C) Describe the information that the service provider failed or refused to provide

Page <b>6 -</b> [
-------------------

1

_					
Pa	art III Termination Information on Account	ants and Enrolled Actuaries (see instructions)			
<u>_</u>	(complete as many entries as needed)	T to			
<u>a</u>		<b>b</b> EIN:			
<u>c</u>	Position:				
d	Address:	e Telephone:			
	xplanation:	<u>l</u>			
	хріанацоп.				
	Nama	b EIN:			
_a_	Name:	D EIN:			
_c d	Position: Address:	e Telephone:			
u	Address.	е тегерпопе.			
Ex	xplanation:				
	***************************************				
а	Name:	<b>b</b> EIN:			
c	Position:				
d	Address:	e Telephone:			
-					
Ex	xplanation:				
a	Name:	<b>b</b> EIN:			
<u> </u>	Position:				
d	Address:	e Telephone:			
Ex	xplanation:				
_		T t			
<u>a</u>	Name:	b EIN:			
<u>C</u>	Position:				
d	Address:	e Telephone:			
	volenation				
ΕX	xplanation:				

### SCHEDULE H (Form 5500)

Department of the Treasury Internal Revenue Service

Department of Labor Employee Benefits Security Administration Financial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code).

File as an attachment to Form 5500.

OMB No. 1210-0110

2020

This Form is Open to Public Inspection

Pension Benefit Guaranty Corporation					
For calendar plan year 2020 or fiscal plan year beginning	11/01/2020 and e	ending	10/31/2021		
A Name of plan		В	Three-digit		
LABORERS LOCAL 265 PENSION PLAN			plan number (PN)	•	001
C Plan sponsor's name as shown on line 2a of Form 5500		D E	Employer Identification	n Number (El	IN)
LABORERS LOCAL 265 PENSION PLAN			31-6127282		

#### Part I Asset and Liability Statement

1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year
Total noninterest-bearing cash	1a	748734	450741
<b>b</b> Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)	239360	161878
(2) Participant contributions	1b(2)		
(3) Other	1b(3)	521778	524058
C General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)	99946	99810
(2) U.S. Government securities	1c(2)		
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)		
(B) All other	1c(3)(B)		
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)		
(B) Common	1c(4)(B)		
(5) Partnership/joint venture interests	1c(5)		
(6) Real estate (other than employer real property)	1c(6)		
(7) Loans (other than to participants)	1c(7)		
(8) Participant loans	1c(8)		
(9) Value of interest in common/collective trusts	1c(9)		
(10) Value of interest in pooled separate accounts	1c(10)		
(11) Value of interest in master trust investment accounts	1c(11)		
(12) Value of interest in 103-12 investment entities	1c(12)		
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)	39565178	45233655
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)		
(15) Other	1c(15)		

d Employer-related investments:		(a) Beginning of Year	(b) End of Year
(1) Employer securities	1d(1)		
(2) Employer real property	1d(2)		
e Buildings and other property used in plan operation	1e		
f Total assets (add all amounts in lines 1a through 1e)	1f	41174996	46470142
Liabilities			
g Benefit claims payable	1g		
h Operating payables	1h	17099	33786
i Acquisition indebtedness	1i		
j Other liabilities	1j		
k Total liabilities (add all amounts in lines 1g through1j)	1k	17099	33786
Net Assets			
Net assets (subtract line 1k from line 1f)	11	41157897	46436356

### Part II Income and Expense Statement

Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

	Income		(a) Amount	(b) Total
а	Contributions:			
	(1) Received or receivable in cash from: (A) Employers	2a(1)(A)	1556679	
	(B) Participants	2a(1)(B)		
	(C) Others (including rollovers)	2a(1)(C)		
	(2) Noncash contributions	2a(2)		
	(3) Total contributions. Add lines 2a(1)(A), (B), (C), and line 2a(2)	2a(3)		1556679
b	Earnings on investments:			
	(1) Interest:			
	(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)		
	(B) U.S. Government securities	2b(1)(B)		
	(C) Corporate debt instruments	2b(1)(C)		
	(D) Loans (other than to participants)	2b(1)(D)		
	(E) Participant loans	2b(1)(E)		
	(F) Other	2b(1)(F)		
	(G) Total interest. Add lines 2b(1)(A) through (F)	2b(1)(G)	17	0
	(2) Dividends: (A) Preferred stock	2b(2)(A)		
	(B) Common stock	2b(2)(B)		
	(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)	877559	
	(D) Total dividends. Add lines 2b(2)(A), (B), and (C)	2b(2)(D)		877559
	(3) Rents	2b(3)		
	(4) Net gain (loss) on sale of assets: (A) Aggregate proceeds	2b(4)(A)		
	(B) Aggregate carrying amount (see instructions)	2b(4)(B)		
	(C) Subtract line 2b(4)(B) from line 2b(4)(A) and enter result	2b(4)(C)		0
	(5) Unrealized appreciation (depreciation) of assets: (A) Real estate	2b(5)(A)		
	(B) Other	2b(5)(B)		
	(C) Total unrealized appreciation of assets.  Add lines 2b(5)(A) and (B)	2b(5)(C)		0

			<b>(a)</b> An	nount		(b) Total
(6) Net investment gain (loss) from common/collective trusts	2b(6)					
(7) Net investment gain (loss) from pooled separate accounts	2b(7)					
(8) Net investment gain (loss) from master trust investment accounts	2b(8)					
(9) Net investment gain (loss) from 103-12 investment entities	2b(9)					
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds)	2b(10)					10440783
C Other income	. 2c					322131
d Total income. Add all income amounts in column (b) and enter total	. 2d					13197152
Expenses						
Benefit payment and payments to provide benefits:						
(1) Directly to participants or beneficiaries, including direct rollovers	_ 2e(1)			743	35942	
(2) To insurance carriers for the provision of benefits	2e(2)					
(3) Other	_ 2e(3)					
(4) Total benefit payments. Add lines 2e(1) through (3)	. 2e(4)					7435942
f Corrective distributions (see instructions)	. 2f					
g Certain deemed distributions of participant loans (see instructions)	. 2g					
h Interest expense	. 2h					
i Administrative expenses: (1) Professional fees	. 2i(1)			13	37477	
(2) Contract administrator fees	. 2i(2)			16	52185	
(3) Investment advisory and management fees	_ 2i(3)			(	00000	
(4) Other	. 2i(4)			12	23089	
(5) Total administrative expenses. Add lines 2i(1) through (4)	_ 2i(5)					482751
i Total expenses. Add all expense amounts in column (b) and enter total	. <b>2</b> j					7918693
Net Income and Reconciliation						
k Net income (loss). Subtract line 2j from line 2d	. 2k					5278459
Transfers of assets:	01(4)					
(1) To this plan						
(2) From this plan	. 21(2)					
Part III Accountant's Opinion						
3 Complete lines 3a through 3c if the opinion of an independent qualified public attached.	accountant i	s attached	to this	Form :	5500. Co	omplete line 3d if an opinion is not
a The attached opinion of an independent qualified public accountant for this pl	an is (see ins	tructions):				
(1) Unmodified (2) Qualified (3) Disclaimer (4)	) Adverse					
<b>b</b> Check the appropriate box(es) to indicate whether the IQPA performed an Eff performed pursuant to both 29 CFR 2520.103-8 and 29 CFR 2520.103-12(d	). Check box	(3) if pursua	ant to	neither	-	
(1) DOL Regulation 2520.103-8 (2) DOL Regulation 2520.103-12(d) (3	) X neither D	OL Regulat	tion 2	520.103	3-8 nor D	OL Regulation 2520.103-12(d).
C Enter the name and EIN of the accountant (or accounting firm) below:  (1) Name: BLUE & CO., LLC		(2) EIN:	35-1	117866	1	
d The opinion of an independent qualified public accountant is <b>not attached</b> be	ecause:					
(1) This form is filed for a CCT, PSA, or MTIA. (2) It will be attact	ched to the ne	ext Form 55	500 pu	ırsuant	to 29 CF	FR 2520.104-50.
Part IV Compliance Questions						
4 CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not comple		e lines 4a, 4	le, 4f,	4g, 4h,	4k, 4m,	4n, or 5.
During the plan year:		í		Yes	No	Amount
Was there a failure to transmit to the plan any participant contributions with period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any		lures until				
fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction			4a		X	

Page	4-
------	----

1

			Yes	No	Amou	ınt
b	Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans					
	secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.)	4b		X		
С	Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)	4c		X		
d	Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.)	4d		×		
е	Was this plan covered by a fidelity bond?	4e	Х			1000000
f	Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?	4f		X		
g	Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?	4g		X		
h	Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?					
i	Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.)	4h 4i	X	X		
j	Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked and see instructions for format requirements.)	4j	X			
k	Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?	4k		X		
I	Has the plan failed to provide any benefit when due under the plan?	41		X		
m	If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)	4m		×		
n	If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3	4n				
5a	Has a resolution to terminate the plan been adopted during the plan year or any prior plan year? Yes If "Yes," enter the amount of any plan assets that reverted to the employer this year	s X	No			
5b	If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), ide transferred. (See instructions.)	ntify t	he plan	(s) to v	hich assets or liabi	lities were
	5b(1) Name of plan(s)			$\perp$	<b>5b(2)</b> EIN(s)	<b>5b(3)</b> PN(s)
ir	Vas the plan a defined benefit plan covered under the PBGC insurance program at any time during this instructions.)  "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan y	<b>X</b>	Yes	(See El	RISA section 4021 a	

### **SCHEDULE R** (Form 5500)

Department of Labor Employee Benefits Security Administration

This schedule is required to be filed under sections 104 and 4065 of the Department of the Treasury Internal Revenue Service Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code).

File as an attachment to Form 5500.

**Retirement Plan Information** 

OMB No. 1210-0110

2020

This Form is Open to Public Inspection.

	Pension Ber	nefit Guaranty Corporation	7 The as an attachment to Form 5000.							
For		plan year 2020 or fiscal p	an year beginning 11/01/2020 and	ending	10/	31/2021				
	Name of pl	an LOCAL 265 PENSION PL	В	Three-di plan nu (PN)			001			
	•	or's name as shown on li		D	Employe	r Identifica	ation Num	ber (EIN	۷)	
LA	BORERS	LOCAL 265 PENSION PL	AN		31-6127	282				
F	Part I	Distributions								
All	reference	s to distributions relate	only to payments of benefits during the plan year.							
1			property other than in cash or the forms of property specified in the		1					0
2			aid benefits on behalf of the plan to participants or beneficiaries du dollar amounts of benefits):	ring the	e year (if r	nore than	two, ente	EINs	of the	
	EIN(s):									
	Profit-sh	aring plans. ESOPs. an	d stock bonus plans, skip line 3.							
2			,							
3			eceased) whose benefits were distributed in a single sum, during th	•	3					0
Part II Funding Information (If the plan is not subject to the minimum funding requirements of section 412 of the Internation (If the plan is not subject to the minimum funding requirements of section 412 of the Internation (If the plan is not subject to the minimum funding requirements of section 412 of the Internation (If the plan is not subject to the minimum funding requirements of section 412 of the Internation (If the plan is not subject to the minimum funding requirements of section 412 of the Internation (If the plan is not subject to the minimum funding requirements of section 412 of the Internation (If the plan is not subject to the minimum funding requirements of section 412 of the Internation (If the plan is not subject to the minimum funding requirements of section 412 of the Internation (If the plan is not subject to the minimum funding requirements of section 412 of the Internation (If the plan is not subject to the minimum funding requirements of section 412 of the Internation (If the plan is not subject to the minimum funding requirements of section 412 of the Internation (If the plan is not subject to the minimum funding requirements of section 412 of the Internation (If the plan is not subject to the minimum funding requirements of section 412 of the Internation (If the plan is not subject to the minimum funding requirements).				rnal Reve	enue Co	de or				
4	Is the plan	administrator making an e	election under Code section 412(d)(2) or ERISA section 302(d)(2)?			Yes	X	No	П	N/A
•		n is a defined benefit pl								
5	If a waive	er of the minimum funding	standard for a prior year is being amortized in this er the date of the ruling letter granting the waiver.  Date: Mon	th		Day	Y	′ear		
	If you	completed line 5, compl	ete lines 3, 9, and 10 of Schedule MB and do not complete the	remai	nder of th	is schedu	ıle.			
6			ntribution for this plan year (include any prior year accumulated fur	-	6a	•				
	<b>b</b> Enter	the amount contributed t	by the employer to the plan for this plan year		6k	,				
			from the amount in line 6a. Enter the result of a negative amount)		60					
	,	ompleted line 6c, skip li	,			- 1				
7	-		eported on line 6c be met by the funding deadline?			Yes	П	No	П	N/A
			•				Ц			
8	authority	providing automatic appi	od was made for this plan year pursuant to a revenue procedure or oval for the change or a class ruling letter, does the plan sponsor o ge?	r plan		Yes		No	X	N/A
Р	art III	Amendments								
9	_		plan, were any amendments adopted during this plan							
	year that	increased or decreased	the value of benefits? If yes, check the appropriate	ease	De	ecrease	Во	th	X	No
P	art IV	ESOPs (see instruct	ions). If this is not a plan described under section 409(a) or 4975(e	(7) of	the Intern	al Revenu	e Code, s	kip this	Part.	
10	Were u	nallocated employer secu	rities or proceeds from the sale of unallocated securities used to re	pay an	y exempt	loan?		Yes		No
11	<b>a</b> Doe	es the ESOP hold any pre	ferred stock?					Yes	$\Box$	No
••	<b>b</b> If th	e ESOP has an outstand	ing exempt loan with the employer as lender, is such loan part of a n of "back-to-back" loan.)	"back-	to-back" le	oan?		Yes		No
12	,		et is not readily tradable on an established securities market?				_	Yes		No

Part V		Additional Information for Multiemployer Defined Benefit Pension Plans								
13 Enter t		he following information for each employer that contributed more than 5% of total contributions to the plan during the plan year (measured in								
		dollars). See instructions. Complete as many entries as needed to report all applicable employers.								
	а	Name of contributing employer ZSR CONTRACTING & RESTORATION								
	b	EIN 27-1355150 C Dollar amount contributed by employer 163453								
		Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 05 Day 31 Year 2022								
		Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents) 5.30  (2) Base unit measure: Hourly Unit of production Other (specify):								
	a	Name of contributing employer BAKER CONCRETE CONSTRUCTION								
	-	EIN 31-0817881 C Dollar amount contributed by employer 104654								
		Date collective bargaining agreement expires ( <i>If employer contributes under more than one collective bargaining agreement, check box</i> and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 05 Day 31 Year 2022								
		Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents) 5.30  (2) Base unit measure: A Hourly Weekly Unit of production Other (specify):								
	<u>а</u>	Name of contributing employer CONCRETE CORNING OF CINCINNATI								
		EIN 31-0965694 C Dollar amount contributed by employer 72701								
		Date collective bargaining agreement expires ( <i>If employer contributes under more than one collective bargaining agreement, check box</i> and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 05 Day 31 Year 2022								
		Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents) 5.30  (2) Base unit measure: Hourly Weekly Unit of production Other (specify):								
		Name of contributing employer AUBURNDALE COMPANY INC								
	_	EIN 34-1687733 C Dollar amount contributed by employer 161745								
		Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 05 Day 31 Year 2022								
		Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents) 5.30  (2) Base unit measure: Hourly Unit of production Other (specify):								
	a	Name of contributing employer COMBS & WEISBROD MASONRY, INC.								
	_	EIN 31-1175245 C Dollar amount contributed by employer 140651	_							
		Date collective bargaining agreement expires ( <i>If employer contributes under more than one collective bargaining agreement, check box</i> and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 05 Day 31 Year 2022								
		Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).) (1) Contribution rate (in dollars and cents) (2) Base unit measure: Hourly Unit of production Other (specify):								
	а	Name of contributing employer NELSON STARK CO.								
	b	EIN 31-1381696 C Dollar amount contributed by employer 90479								
		Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 05 Day 31 Year 2022								
		Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents) 5.30  (2) Base unit measure: Hourly Weekly Unit of production Other (specify):								

Pa	rt V	Additional Information for Multiemployer Defined Benefit Pension Plans						
13		r the following information for each employer that contributed more than 5% of total contributions to the plan during the plan year (measured in ars). See instructions. Complete as many entries as needed to report all applicable employers.						
	а	Name of contributing employer MONARCH CONSTRUCTION CO						
	b	EIN 31-1122357 C Dollar amount contributed by employer 94621						
	d	Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 05 Day 31 Year 2022						
-	e	Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents) 5.30  (2) Base unit measure: X Hourly Weekly Unit of production Other (specify):						
	а	Name of contributing employer						
	b	EIN C Dollar amount contributed by employer						
	d	Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month Day Year						
r	е	Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents)  (2) Base unit measure: Hourly Weekly Unit of production Other (specify):						
	а	Name of contributing employer						
	b	EIN C Dollar amount contributed by employer						
	d	Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month Day Year						
	е	Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents)  (2) Base unit measure: Hourly Weekly Unit of production Other (specify):						
	а	Name of contributing employer						
	b	EIN C Dollar amount contributed by employer						
	d	Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month Day Year						
	е	Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents)  (2) Base unit measure: Hourly Weekly Unit of production Other (specify):						
	а	Name of contributing employer						
	b	EIN C Dollar amount contributed by employer						
	d	Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month Day Year						
	e	Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)  (1) Contribution rate (in dollars and cents)  (2) Base unit measure: Hourly Weekly Unit of production Other (specify):						
	а	Name of contributing employer						
	b	EIN C Dollar amount contributed by employer						
	d	Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month Day Year						
	е	Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).) (1) Contribution rate (in dollars and cents) (2) Base unit measure: Hourly Weekly Unit of production Other (specify):						

P	aa	e	3

14	Enter the number of deferred vested and retired participants (inactive participants), as of the beginning of the plan year, whose contributing employer is no longer making contributions to the plan for:				
	a The current plan year. Check the box to indicate the counting method used to determine the number of inactive participants:	14a	0		
	<b>b</b> The plan year immediately preceding the current plan year.   Check the box if the number reported is a change from what was previously reported (see instructions for required attachment)	14b	0		
	C The second preceding plan year. Check the box if the number reported is a change from what was previously reported (see instructions for required attachment)	14c	0		
15	Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:				
	a The corresponding number for the plan year immediately preceding the current plan year	15a			
	<b>b</b> The corresponding number for the second preceding plan year	15b			
16	Information with respect to any employers who withdrew from the plan during the preceding plan year:	1			
	a Enter the number of employers who withdrew during the preceding plan year	16a			
	b If line 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers	16b			
17	If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, or		· ·		
	supplemental information to be included as an attachment.	•••••			
Р	art VI Additional Information for Single-Employer and Multiemployer Defined Benef	it Pension I	Plans		
18	If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment				
19	If the total number of participants is 1,000 or more, complete lines (a) through (c)  a				
20	PBGC missed contribution reporting requirements. If this is a multiemployer plan or a single-employer plan that is not covered by PBGC, skip line 20.  Is the amount of unpaid minimum required contributions for all years from Schedule SB (Form 5500) line 40 greater than zero? Yes No If line 20a is "Yes," has PBGC been notified as required by ERISA sections 4043(c)(5) and/or 303(k)(4)? Check the applicable box:  Yes.  No. Reporting was waived under 29 CFR 4043.25(c)(2) because contributions equal to or exceeding the unpaid minimum required contribution were made by the 30th day after the due date.  No. The 30-day period referenced in 29 CFR 4043.25(c)(2) has not yet ended, and the sponsor intends to make a contribution equal to or exceeding the unpaid minimum required contribution by the 30th day after the due date.  No. Other. Provide explanation				

# **LABORERS LOCAL NO. 265 PENSION PLAN**

**FINANCIAL STATEMENTS** 

AND

**SUPPLEMENTAL SCHEDULES** 

**OCTOBER 31, 2021 AND 2020** 

CPAS/ADVISORS CPAS/ADVISORS



# TABLE OF CONTENTS OCTOBER 31, 2021 AND 2020

	Page
Report of Independent Auditors	1
Financial Statements	
Statements of Net Assets Available for Benefits	3
Statements of Changes in Net Assets Available for Benefits	4
Statements of Accumulated Plan Benefits	5
Statements of Changes in Accumulated Plan Benefits	6
Notes to Financial Statements	7
Supplemental Schedules	
Schedules of Administration Expenses	16
Schedule H, line 4i – Schedule of Assets (Held at End of Year)	17
Schedule H, line 4j – Schedule of Reportable Transactions	18



Blue & Co., LLC / 813 West Second Street / Seymour, IN 47274 main 812.522.8416 website blueandco.com

#### REPORT OF INDEPENDENT AUDITORS

To the Board of Trustees Laborers Local No. 265 Pension Plan Cincinnati, Ohio

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Laborers Local No. 265 Pension Plan (the "Plan"), which comprise the statements of net assets available for benefits and of accumulated plan benefits as of October 31, 2021 and 2020, the related statements of changes in net assets available for benefits and of changes in accumulated plan benefits for the years then ended, and the related notes to the financial statements.

## Management's Responsibility for the Financial Statements

Plan management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Plan's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the financial statements.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial status of the Plan as of October 31, 2021 and 2020, and changes in its financial status for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

## Report on Supplemental Schedules

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental Schedules of Administration Expenses for the years ended October 31, 2021 and 2020, Schedule H, line 4i - Schedule of Assets (Held at End of Year) as of October 31, 2021, and Schedule H, line 4j - Schedule of Reportable Transactions for the year ended October 31, 2021 are presented for the purpose of additional analysis and are not a required part of the financial statements. In addition, the Schedule H, line 4i - Schedule of Assets (Held at End of Year) as of October 31, 2021 and the Schedule H, line 4j - Schedule of Reportable Transactions for the year ended October 31, 2021 are required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. Such information is the responsibility of the Plan's management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Blue & Co., LLC

Seymour, Indiana

August 5, 2022

# STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS OCTOBER 31, 2021 AND 2020

## **ASSETS**

	2021	2020
Investments:		
Interest-bearing cash	\$ 99,810	\$ 99,946
Mutual funds	45,233,317	39,564,940
Exchange traded fund	338	238
Total investments	45,333,465	39,665,124
Receivables:		
Contributions receivable	159,013	236,495
Reciprocity receivable	2,665	2,665
Due from plan administrator	200	200
Total receivables	161,878	239,360
Cash	450,741	748,734
Prepaid benefits	524,058	521,778
Total assets	\$ 46,470,142	\$ 41,174,996
LIABILITIES		
Accounts payable	\$ 31,417	\$ 17,040
Other	2,369	59
Total liabilities	33,786	17,099
Net assets available for benefits	\$ 46,436,356	\$ 41,157,897

# STATEMENTS OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS YEARS ENDED OCTOBER 31, 2021 AND 2020

	2021	2020
Additions to net assets attributed to:		
Investment income:		
Net appreciation in fair value of investments	\$ 10,440,783	\$ 567,214
Interest and dividends	877,559	946,910
Less: investment expense	(60,000)	(60,000)
Total investment income	11,258,342	1,454,124
Contributions:		
Employer	1,538,958	2,203,252
Reciprocity	26,926	23,102
Less: Reciprocity paid	(9,205)	(29,288)
Total contributions	1,556,679	2,197,066
Other income	322,131	172,453
Total additions	13,137,152	3,823,643
Deductions from net assets attributed to:		
Benefits paid to participants	7,435,942	7,345,113
Administration expenses	422,751	450,269
Total deductions	7,858,693	7,795,382
Net increase (decrease)	5,278,459	(3,971,739)
Net assets available for plan benefits:		
Beginning of year	41,157,897	45,129,636
End of year	<u>\$ 46,436,356</u>	\$ 41,157,897

# STATEMENTS OF ACCUMULATED PLAN BENEFITS OCTOBER 31, 2021 AND 2020

	2021		2020
Actuarial present value of accumulated plan benefits:			
Vested benefits:			
Active participants	\$ 9,350,855	\$	10,008,551
Vested terminated participants	22,222,907		23,590,722
Retirees and beneficiaries receiving payment	74,646,929		74,383,799
	106,220,691		107,983,072
Nonvested benefits	 303,656	_	290,253
Total actuarial present value of accumulated			
plan benefits	\$ 106,524,347	\$	108,273,325

# STATEMENTS OF CHANGES IN ACCUMULATED PLAN BENEFITS YEARS ENDED OCTOBER 31, 2021 AND 2020

		2021		2020
Actuarial present value of accumulated plan benefits - beginning of year	\$	108,273,325	\$	109,480,172
Increase (decrease) during the year attributable to:				
Benefits paid		(7,435,942)		(7,345,113)
Decrease in discount period		5,753,281		5,822,122
Plan experience and benefit accrual		(325,070)		822,994
Change in actuarial assumptions		258,753		(506,850)
Net increase (decrease)	_	(1,748,978)		(1,206,847)
Actuarial present value of accumulated plan				
benefits - end of year	<u>\$</u>	106,524,347	<u>\$</u>	108,273,325

## NOTES TO FINANCIAL STATEMENTS OCTOBER 31, 2021 AND 2020

#### 1. DESCRIPTION OF THE PLAN

The following brief description of the Laborers Local No. 265 Pension Plan (the "Plan") is provided for general information purposes only. Participants should refer to the Plan document for a more complete description of the Plan's provisions.

## General

The Plan was established on November 7, 1969. The Plan is a multiemployer defined benefit plan established and maintained pursuant to a collective bargaining agreement (CBA") by and between participating employers and the Laborers International Union of North America, Local No. 265 (the "union"). The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. Administration of the Plan is the responsibility of a joint board of trustees ("Board of Trustees"), which consists of representation from the participating employers and the local union.

#### **Pension Benefits**

Participants with five or more years of credited service are entitled to annual pension benefits, beginning at normal retirement age (62), equal to:

Effective Period	Calculation Method				
Prior to November 1, 1968	\$1.50 per month for each year of credited past service less each year of credited future service subsequent to November 1, 1968, not in excess of twenty years plus				
November 1, 1968 through October 31,	4.35% of contributions made on behalf of the participant				
November 1, 1976 through October 31,	\$1.00 for each 100 hours worked in a Plan year plus				
November 1, 1977 through October 31,	\$1.50 for each 100 hours worked in a Plan year plus				
November 1, 1979 through October 31,	\$1.75 for each 100 hours worked in a Plan year plus				
November 1, 1982 through October 31,	\$2.50 for each 100 hours worked in a Plan year plus				
November 1, 1983 through October 31,	2.24% of contributions made on behalf of the participant				
November 1, 1985 through October 31,	2.552% of contributions made on behalf of the participant				
November 1, 1987 through October 31,	2.65% of contributions made on behalf of the participant				
November 1, 1988 through October 31,	2.915% of contributions made on behalf of the participant				
November 1, 1994 through October 31,	2.50% of contributions made on behalf of the participant				
November 1, 1999 through February 28,	2.3% of contributions made on behalf of the participant plus				
March 1, 2009 and thereafter	\$15.00 per month for each 1,200 hours worked in a Plan year				

The Plan permits early retirement for active participants between ages 55-61 with at least 5 years of credited service, with benefits subject to actuarial reduction.

## NOTES TO FINANCIAL STATEMENTS OCTOBER 31, 2021 AND 2020

#### **Disability Benefits**

Disability retirement benefits are available to active participants with contributions made on their behalf for hours worked within the 24-month period immediately prior to the date of disability. Total employment disability benefits shall be actuarially equivalent to the participant's accrued benefit, reduced for each month that the commencement of disability benefits precedes the participant's normal retirement date.

## **Death Benefits**

If an active vested participant dies, the surviving spouse is entitled to 100% joint and survivor benefits if the participant was over age 55 at the time of death. If the participant was younger than age 55 at the time of death, the surviving spouse is entitled to 50% joint and survivor benefits unless an optional form of benefit is selected within the election period pursuant to a qualified election. Any person who dies while an active participant in the Plan will continue to be treated as an active participant for purposes of determining the earliest retirement age.

#### **Funding Policy**

Participating employer contributions to the Plan were \$5.30 per hour during the years ended October 31, 2021 and 2020. The contribution rates are pursuant to the current collective bargaining agreement between employers and the union, which expires May 31, 2022.

## **Reciprocity Contributions**

Participants of the Plan and participants of the benefit plans of other affiliated local unions may have temporary employment assignments outside the jurisdiction of their local union. Therefore, the Plan has entered into reciprocity agreements with other affiliated locals to ensure that employer contributions are forwarded to the benefit plans of the participant's local union. Reciprocal contributions received and reciprocal contributions paid have been recorded in the statements of changes in net assets available for benefits.

#### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

## Basis of Accounting

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP").

## NOTES TO FINANCIAL STATEMENTS OCTOBER 31, 2021 AND 2020

#### Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, changes in those assets and liabilities, disclosure of contingent assets and liabilities, and the actuarial present value of accumulated plan benefits as of the date of the financial statements. Actual results could differ from those estimates.

## **Investment Valuation and Income Recognition**

Investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability on an orderly transaction between market participants at the measurement date. See Note 4 for a discussion of fair value estimates.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation includes the Plan's gains and losses on investments bought and sold as well as held during the year.

### Actuarial Present Value of Accumulated Plan Benefits

Accumulated plan benefits are those future periodic payments, including lump-sum distributions that are attributable under the Plan's provisions to the service employees have rendered. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated employees or their beneficiaries, (b) beneficiaries of employees who have died, and (c) present employees or their beneficiaries. Benefits under the Plan are based on contributions made on the participant's behalf to the Plan. Benefits payable under all circumstances – retirement, death, disability, and termination of employment – are included, to the extent they are deemed attributable to employee service rendered to the valuation date.

The actuarial present value of accumulated plan benefits is determined by an independent actuary and is that amount that results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of money (through discounts for interest) and the probability of payment (by means of decrements such as for death, disability, withdrawal, or retirement) between the valuation date November 1 and expected date of payment.

The significant actuarial assumptions in the valuations as of November 1, 2021 and 2020 were:

- 1. Mortality Rates 2021 Static Mortality Table and 2020 Static Mortality Table for 2021 and 2020, respectively.
- 2. Retirement Age At various rates between the ages of 55 and 66
- 3. Net Investment Return 5.5%

## NOTES TO FINANCIAL STATEMENTS OCTOBER 31, 2021 AND 2020

- 4. Future Benefit Accruals -
  - 1,015 hours per year for 2021.
  - 1,290 hours per year (1,010 per year with less than 2 Years of Service) for 2020.
- 5. Actuarial Value of Assets The actuarial value of assets is equal to the market value of assets less a decreasing fraction of each of the preceding 4 year's gains/losses. A gain/loss for a year is equal to the actual return minus the expected return using the funding interest rate. The actuarial value of assets is adjusted to be within 80% and 120% of the market value of assets.
- 6. Annual administrative expenses \$425,000 and \$450,000 per year for 2021 and 2020, respectively.
- 7. Actuarial Cost Method Unit Credit Cost Method.

The foregoing actuarial assumptions are based on the presumption that the Plan will continue. Were the Plan to terminate, different actuarial assumptions and other factors might be applicable in determining the actuarial present value of accumulated plan benefits. The computations of the actuarial present value of accumulated plan benefits were made as of November 1. Had the valuations been performed as of October 31, there would be no material difference.

#### Withdrawal Liability

The Plan complies with the provisions of the Multiemployer Pension Plan Amendments Act of 1980 ("MPPAA"), which requires imposition of a withdrawal liability on a participating employer that partially or totally withdraws from the Plan. Under the provisions of MPPAA, a portion of the Plan's unfunded vested liability would be allocated to a withdrawing employer. A withdrawal liability is paid as an installment plan over a period of time, as determined by a statutory formula. Withdrawal liability income is recognized as other income within the statement of changes in net assets available for benefits as payments are collected. Given the uncertainty of collectability, amounts assessed to withdrawing employers have been fully offset by an allowance for uncollectible accounts.

Amounts due as a result of withdrawal liability are recognized when entitlement has been determined, net of an allowance for amounts deemed uncollectible (Note 9). Amounts received during the year ended October 31, 2021 and 2020 totaled \$322,131 and \$172,453, respectively. Additional amounts for other withdrawing employers have been assessed but have been fully offset by an allowance for uncollectible accounts, due to the uncertainty of collectability as of October 31, 2021 and 2020.

#### Contributions Receivable

Contributions receivable as of October 31, 2021 and 2020 are primarily employer contributions for the last month of the Plan's fiscal year.

## NOTES TO FINANCIAL STATEMENTS OCTOBER 31, 2021 AND 2020

In accordance with the Plan's collection and delinquency control program, all contributions must be paid on or before the 15th of the month following the month in which hours are performed. On the 16th day of the subsequent month, the contribution is determined to be late and the employer is referred to the Plan's legal counsel. Amounts that have been referred to legal counsel, and that the Plan's management believes to be potentially uncollectible, are included in an allowance for uncollectible contributions. There was no allowance as of October 31, 2021 and 2020. Amounts in dispute with employers are not recorded as a receivable by the Plan (Note 9), and subsequent recoveries are credited directly to contributions.

## **Benefit Payments**

Benefit payments are recorded when paid.

## **Prepaid Benefits**

Prepaid benefits are benefits in transit that have been initiated on the last day of the month and are received by the participants on the first day of the month.

#### Subsequent Events

The Plan has evaluated subsequent events through August 5, 2022, which is the date the financial statements were available to be issued.

#### 3. PLAN TERMINATION

In the event the Plan terminates, the net assets of the Plan will be allocated, as prescribed by ERISA and its related regulations, generally to provide the following benefits in the order indicated:

- a. Annuity benefits that former employees or their beneficiaries have been receiving for at least three years, or that employees eligible to retire for that three-year period would have been receiving if they had retired with benefits in the normal form of annuity under the Plan. The priority amount is limited to the lowest benefit that was payable (or would have been payable) during those three years. The amount is further limited to the lowest benefit that would be payable under Plan provisions in effect at any time during the five years preceding Plan termination.
- b. Other vested benefits insured by the Pension Benefit Guaranty Corporation ("PBGC") (a government agency), up to the applicable limitations.
- All other vested benefits (that is, vested benefits not insured by the PBGC).
- d. All nonvested benefits.

## NOTES TO FINANCIAL STATEMENTS OCTOBER 31, 2021 AND 2020

Whether all the participants receive their benefits should the Plan terminate at some future time will depend on the sufficiency, at that time, of the Plan's net assets to provide those benefits and may also depend on the level of benefits guaranteed by the PBGC.

#### 4. FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1) and the lowest priority to unobservable inputs (level 3). Valuation techniques maximize the use of relevant, observable inputs and minimize the use of unobservable inputs. The three levels of the fair value hierarchy are described as follows:

- Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.
- Level 2 Inputs to the valuation methodology include quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.
- Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used as of October 31, 2021 and 2020.

- Interest-bearing cash Represents deposits held at FDIC-insured banks that are affiliated with the Plan's custodian. Valued at the balance as reported by the custodian or one or more of its affiliated banks, which includes any interest received up to such time.
- Mutual funds Valued at the daily closing price as reported by the fund. Mutual funds held by
  the Plan are open-end mutual funds that are registered with the U.S. Securities and Exchange
  Commission. These funds are required to publish their daily net asset value (NAV) and to
  transact at that price. The mutual funds held by the Plan are deemed to be actively traded.

## NOTES TO FINANCIAL STATEMENTS OCTOBER 31, 2021 AND 2020

 Exchange traded fund - Valued at the NAV of shares of the underlying stocks held by the Plan at year-end. These funds are required to publish their daily NAV and to transact at that price. The exchange traded funds held by the Plan are deemed to be actively traded.

The following table sets forth by level, within the hierarchy, the Plan's assets measured at fair value on a recurring basis as of October 31, 2021 and 2020:

	lue as of Octo	ober 31, 2021			
Investments at fair value:	Level 1		Level 2		Total
Interest-bearing cash	\$ -0-	\$	99,810	\$	99,810
Mutual funds	45,233,317		-0-		45,233,317
Exchange traded fund	 338		-0-		338
Total assets in the fair value hierarchy	\$ 45,233,655	\$	99,810	\$	45,333,465

	Assets at Fair Value as of October 31, 2020						
Investments at fair value:		Level 1		Level 2		Total	
Interest-bearing cash	\$	-0-	\$	99,946	\$	99,946	
Mutual funds		39,564,940		<del>-</del> 0-		39,564,940	
Exchange traded fund	_	238	_	-0-		238	
Total assets in the fair value hierarchy	\$	39,565,178	\$	99,946	\$	39,665,124	

#### 5. PARTY-IN-INTEREST TRANSACTIONS

Parties-in-interest are defined under Department of Labor regulations as any fiduciary of the Plan, any party rendering service to the Plan, the Plan sponsor, and certain others. The Plan sponsor is the Laborers Local No. 265.

American Benefit Corporation is the third-party administrator for the Plan. Cuni, Rust & Strenk is the actuary for the Plan. Fund Evaluation Group, LLC is the investment advisor for the Plan. Ledbetter Parisi LLC is the legal counsel to the Plan. Blue & Co., LLC is the independent auditor of the Plan. Charles Schwab & Co., Inc is the custodian of the assets owned by the Plan. All of these parties receive payment from the Plan.

### 6. INCOME TAX STATUS

The Internal Revenue Service has determined and informed the Plan by a letter dated May 12, 2015, that the Plan and related trust are designed in accordance with applicable sections of the Internal Revenue Code (IRC). Although the Plan has been amended since receiving the determination letter, the Plan administrator and the Plan's tax counsel believe that the Plan is designed, and is currently being operated, in compliance with the applicable requirements of the

# NOTES TO FINANCIAL STATEMENTS OCTOBER 31, 2021 AND 2020

Internal Revenue Code and, therefore, believe that the Plan is qualified and that the related trust is tax exempt.

GAAP requires management to evaluate tax positions taken by the Plan and recognize a tax liability if the Plan has taken an uncertain position that more likely than not would not be sustained upon examination by various federal and state taxing authorities. Management has analyzed the tax positions taken by the Plan, and has concluded that as of October 31, 2021 and 2020, there are no uncertain positions taken or expected to be taken that would require recognition of a liability or disclosure in the accompanying financial statements.

The Plan is subject to routine audits by taxing jurisdictions. However, as of the date the financial statements were available to be issued, there were no audits for any tax periods in progress.

#### 7. RISKS AND UNCERTAINTIES

The Plan invests in various securities. Investment securities, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. Due to the level of risks associated with certain investment securities, it is reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statements of assets available for plan benefits.

The actuarial present value of accumulated plan benefits is reported based on certain assumptions pertaining to interest rates, inflation rates, and employee demographics, all of which are subject to change. Due to the changing nature of these assumptions, it is at least reasonably possible that changes in these assumptions will occur in the near term and due to the uncertainties inherent in setting assumptions, that the effect of such changes could be material to the financial statements.

## 8. PENSION PROTECTION ACT FILING OF CRITICAL AND DECLINING STATUS

As required by ERISA under the Pension Protection Act of 2006 ("PPA"), the Plan's actuary has completed the Plan's actuarial funding certification as of November 1, 2021, which provides an indication of the financial health of the Plan. As of November 1, 2021, the actuary has certified that the Plan is in critical and declining status and is making scheduled progress in meeting the requirements of the rehabilitation plan. The plan year ended October 31, 2009 was the first plan year in which the Plan was certified as being in critical status.

A rehabilitation plan was adopted on March 31, 2010 that includes increases in the Plan's hourly contribution rates. Effective July 17, 2017, an update to the rehabilitation plan was adopted which capped contribution rates at \$5.30 per hour.

## NOTES TO FINANCIAL STATEMENTS OCTOBER 31, 2021 AND 2020

#### 9. CONTINGENCIES

The Plan is currently engaged in litigation regarding the collection of contributions from certain employers. Any amounts that can be potentially collected are considered a contingent gain and have not been recorded in the financial statements.

On March 11, 2020, the World Health Organization declared Coronavirus (COVID-19) a pandemic. The continued spread of COVID-19, or any similar outbreaks in the future, may adversely impact the local, regional, national and global economies. The extent to which COVID-19 impacts the Plan's operating results is dependent on the breadth and duration of the pandemic and could be affected by other factors management is not currently able to predict. Potential impacts include, but are not limited to, decreased demand for services by employers that contribute to the Plan and investment portfolio volatility. Management believes the Plan is taking appropriate actions to respond to the pandemic; however, the full impact is unknown and cannot be reasonably estimated at the date the financial statements were available to be issued.



# SCHEDULE H, LINE 4i – SCHEDULE OF ASSETS (HELD AT END OF YEAR) AS OF OCTOBER 31, 2021

EIN: 31-6127282 PLAN NUMBER: 001

	 2021	2020
Administration fees	\$ 162,185	\$ 162,211
Actuarial fees	38,975	80,417
Accounting services	32,516	47,684
Bank service charges	7,885	13,864
Insurance	108,150	91,502
Legal fees	65,986	34,879
Other	 7,054	 19,712
Total administration expenses	\$ 422,751	\$ 450,269

# SCHEDULE H, LINE 4i – SCHEDULE OF ASSETS (HELD AT END OF YEAR) AS OF OCTOBER 31, 2021

EIN: 31-6127282 PLAN NUMBER: 001

(a)	(b)	(c) Description of investment including maturity date, rate of	(d)		(e)
	Identity of issue, borrower, lessor, or similar party	interest, collateral, par, or maturity	Cost	C	urrent Value
*	Charles Schwab & Co., Inc.	Interest-bearing cash	\$ 99,810	\$	99,810
	Vanguard Total Bond Mkt Index Admiral	Mutual Fund	11,309,132		11,771,025
	Tortoise MLP & Pipeline Inst	Mutual Fund	2,491,163		2,517,864
	Vanguard Real Estate Index Admiral	Mutual Fund	1,660,418		2,147,996
	Vanguard Total Intl Stock Index Admiral	Mutual Fund	5,903,363		7,135,238
	Vanguard Total Stock Mkt Index Admiral	Mutual Fund	11,809,690		21,661,194
	Ishares Russell Mid Cap	Exchange Traded Fund	 104		338
	Total		\$ 33,273,680	\$	45,333,465

<sup>\*</sup> Party-in-interest

# SCHEDULE H, LINE 4j – SCHEDULE OF REPORTABLE TRANSACTIONS YEAR ENDED OCTOBER 31, 2021

EIN: 31-6127282

PLAN NUMBER: 001

(a)	(b)				(t) Expense		(h) Current value	(i)		
Identity of party involved	Description of asset (include interest rate and maturity in case of loan)	(c) Purchase price	(d) Selling price	(e) Lease rental	(e) incurred with		incurred with (g)		of asset on transaction	Net gain or (loss)
SERIES OF TRANSACTION	S:									
Vanguard	Vanguard Total Stock Mkt Index Admiral (0 purchases; 9 sales)	\$ -0-	\$ 4,649,910	\$ -0-	\$ -0-	\$ 2,791,312	\$ 4,649,910	\$ 1,858,598		

# Schedule MB, line 8b(2) – Schedule of Active Participant Data.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

## Years of Credited Service:

	Under 1	1 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & up
Attained	Avg.									
Age	No. Comp.									
Under 25	0	15	0	0	0	0	0	0	0	0
25 to 29	0	22	1	0	0	0	0	0	0	0
30 to 34	0	21	4	0	0	0	0	0	0	0
35 to 39	0	23	12	4	3	0	0	0	0	0
40 to 44	0	23	6	0	7	1	0	0	0	0
45 to 49	0	10	4	3	6	5	0	0	0	0
50 to 54	0	16	10	7	7	2	5	2	0	0
55 to 59	0	14	10	7	3	1	5	3	1	0
60 to 64	0	6	3	4	1	1	2	1	0	0
65 to 69	0	0	2	1	1	0	0	0	0	0
70 & up	0	0	0	0	0	0	0	0	1	0

## Schedule MB, line 6 - Statement of Actuarial Assumptions/Methods.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

## 1. Interest Rates:

a. Funding 6.50%

b. Current Liability 2.51%

## 2. Mortality Rates:

a. Funding

i. Non-Disabled Blue Collar adjusted Pri-2012.

ii. Retired Blue Collar adjusted Pri-2012 Retiree.

iii. Survivor Blue Collar adjusted Pri-2012 Contingent Survivor.

iv. Disabled Pri-2012 Disabled Retiree.

v. Weighting Amount-weighted.

vi. Future Improvement Projected generationally using Scale MP-2020.

b. Current Liability 2020 Static Mortality Table (IRS Notice 2019-26).

3. Actuarial Cost Method: Unit Credit.

## 4. $\underline{\text{Termination/Disability Rates}}$ : Termination with less than 3 years -0.30, otherwise:

<u>Age</u>	<u>Termination</u>	<u>Disability</u>
25	0.348939	0.00030
35	0.290736	0.00050
45	0.195489	0.00105
55	0.069401	0.00275
65	0.000000	0.00000

## Schedule MB, line 6 – Statement of Actuarial Assumptions/Methods.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

5. Percent Married/Spousal Age:

80% with husbands 3 years older than their wives.

6. Expense Load

\$450,000 per year.

7. Payment Form Election:

Forms of Payment	Election %
Life Annuity	54%
50% J&S	10%
50% J&S w/ Pop-up	11%
67% J&S	2%
67% J&S w/ Pop-up	2%
75% J&S	1%
75% J&S w/ Pop-up	2%
100% J&S	9%
100% J&S w/ Pop-up	9%

8. Retirement Rates:

		Terminated
Age	<u>Active</u>	<u>Vesteds</u>
55-56	0.30	0.03
57-60	0.15	0.03
61	0.30	0.10
62	0.40	0.50
63	0.40	0.20
64	0.50	0.20
65	1.00	0.20
66+	1.00	1.00

The weighted average retirement age is 60.2.

9. Asset Valuation Method:

Market Value of Assets less  $^4/_5$ ,  $^3/_5$ ,  $^2/_5$ , and  $^1/_5$  of the preceding 4 years gains/(losses). A year's gain/(loss) equals the actual return less expected return using the funding interest rate. The Actuarial Value is adjusted to be within 80% and 120% of the Market Value.

## Schedule MB, line 6 – Statement of Actuarial Assumptions/Methods.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

10. Number of Hours Worked: 1,290 per year (1010 per year with less than 2 Years

of Service).

11. Changes Since Last Year: The mortality projection scale, payment form

election, and hours worked assumptions were updated, and the Current Liability mortality and interest rates were changed as mandated by the IRS.

# Schedule MB, line 6 – Statement of Actuarial Assumptions/Methods.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

# **Rationale for Selection of Significant Actuarial Assumptions**

1.	Interest Rate:	Based on the Plan's target asset allocation reflecting asset class future return expectations as determined by the Plan's investment consultant and publicly available inflation expectations, anticipated risk premiums, and associated long-term capital market assumptions.
2.	Mortality Rates:	Pri-2012 table used as base rates. Blue Collar adjustment used to reflect expected workforce mortality experience. Pri-2012 Retiree table used to reflect expected retiree mortality experience. Pri-2012 Contingent Survivor table used to reflect expected surviving spouse mortality experience. Pri-2012 Disabled Retiree table used to reflect expected disabled mortality experience. Pri-2012 tables are adjusted for expected generational mortality improvement from base year 2012 using Scale MP-2020.
3.	Hours Worked:	Based on prior year hours worked and adjusted for anticipated changes in future hours worked.
4.	Termination/Disability/Retirement Rates:	Based on the Plan's most recent experience study.
5.	Payment Form Election:	Based on the Plan's most recent experience study.
6.	Expense Load Assumption:	Based on prior year actual expenses.

## Form 5500

Department of the Treasury Internal Revenue Service

Department of Labor Employee Benefits Security Administration

# **Annual Return/Report of Employee Benefit Plan**

This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code).

► Complete all entries in accordance with the instructions to the Form 5500.

OMB Nos. 1210-0110 1210-0089

2020

Pensio	on Benefit Guaranty Corporation		This Form is Open to Public Inspection						
Part I	Annual Report Idea	ntification Information		<u> </u>					
	ndar plan year 2020 or fiscal		20	and ending 10/3	31/2021				
A This r	A This return/report is for:  a multiemployer plan  a multiple-employer plan (Filers checking this box must attach a list of participating employer information in accordance with the form instructions.)								
	a single-employer plan a DFE (specify)								
<b>B</b> This r	eturn/report is:	the first return/report	the final return	/report					
		an amended return/report	a short plan ye	ar return/report (less than 12	2 months)				
C If the	plan is a collectively-bargain	ed plan, check here			·				
_	k box if filing under: $X$	·	automatic exter		☐ the DFVC program				
	Ĭ	special extension (enter description)							
Part II	Basic Plan Informa	ation—enter all requested informatio	n						
	ne of plan		,.		<b>1b</b> Three-digit plan				
LAE	BORERS LOCAL 265 I	PENSION PLAN			number (PN) ▶ 001				
					<b>1c</b> Effective date of plan 11/07/1969				
2a Plan	sponsor's name (employer,	if for a single-employer plan)			2b Employer Identification				
	• •	pt., suite no. and street, or P.O. Box)	/if foreign one instru	.atiana)	Number (EIN) 31-6127282				
	BORERS LOCAL 265 I	ountry, and ZIP or foreign postal code	(ii loreign, see instit	actions)	2c Plan Sponsor's telephone				
LAI	BORERS LOCAL 200 I	ELNSION FLAN			number				
					513-381-6886				
205	WEST FOURTH STRE	EET SUITE 225 205	WEST FOURTH	STREET SUITE 225	2d Business code (see instructions)				
					238100				
CIN	NCINNATI	OH 45202-4813 CINC	INNATI	OH 45202-4813					
Caution	: A penalty for the late or in	complete filing of this return/repor	t will be assessed (	unless reasonable cause is	s established.				
		penalties set forth in the instructions, I							
statemer	nts and attachments, as well	as the electronic version of this return	/report, and to the bo	est of my knowledge and bel	lief, it is true, correct, and complete.				
	11 1 1 1		8/15/2022						
SIGN HERE	Kendrick T	empleton	0/13/2022	Kendrick Templet	on				
	Signature of plan adminis	strator	Date	Enter name of individual si	igning as plan administrator				
SIGN									
SIGN HERE									
	Signature of employer/pla	an sponsor	Date	Enter name of individual si	igning as employer or plan sponsor				
SIGN									
HERE									

Enter name of individual signing as DFE

Form 5500 (2020) Page **2** 

3a	Plan administrator's name and address 🗵 Same as Plan Sponsor	<b>3b</b> Administrator's EIN			
			3c Administrator's telephone number		
4	If the name and/or EIN of the plan sponsor or the plan name has changed sin		4b EIN		
2	enter the plan sponsor's name, EIN, the plan name and the plan number fror Sponsor's name	m the last return/report:	<b>4d</b> PN		
	Plan Name				
5	Total number of participants at the beginning of the plan year		<b>5</b> 1,311		
6	Number of participants as of the end of the plan year unless otherwise stated <b>6a(2), 6b, 6c,</b> and <b>6d</b> ).	d (welfare plans complete only lines 6a(1),			
a(	1) Total number of active participants at the beginning of the plan year		<b>6a(1)</b> 286		
a(	2) Total number of active participants at the end of the plan year		<b>6a(2)</b> 257		
b	Retired or separated participants receiving benefits		<b>6b</b> 444		
С	Other retired or separated participants entitled to future benefits		<b>6c</b> 582		
d	Subtotal. Add lines 6a(2), 6b, and 6c.		6d 1,283		
е	Deceased participants whose beneficiaries are receiving or are entitled to rec	ceive benefits	<b>6e</b> 165		
f	Total. Add lines <b>6d</b> and <b>6e</b>		<b>6f</b> 1,448		
g	Number of participants with account balances as of the end of the plan year complete this item)		<b>6g</b> 45		
h	Number of participants who terminated employment during the plan year with less than 100% vested		6h		
7	Enter the total number of employers obligated to contribute to the plan (only	multiemployer plans complete this item)	<b>7</b> 50		
b	If the plan provides pension benefits, enter the applicable pension feature co 1B  If the plan provides welfare benefits, enter the applicable welfare feature cod  Plan funding arrangement (check all that apply)		s in the instructions:		
Ja	(1) Insurance	(1) Insurance	ас арріу)		
	(2) Code section 412(e)(3) insurance contracts	(2) Code section 412(e)(3)	insurance contracts		
	(3) X Trust	(3) X Trust			
10	(4) General assets of the sponsor  Check all applicable boxes in 10a and 10b to indicate which schedules are a	(4) General assets of the spattached, and, where indicated, enter the number			
			(Coo mondono)		
d	Pension Schedules (1)	b General Schedules (1) X H (Financial Inform	nation)		
			nation – Small Plan)		
	(2) MB (Multiemployer Defined Benefit Plan and Certain Money	(3) A (Insurance Infor	•		
	Purchase Plan Actuarial Information) - signed by the plan actuary	(4) X C (Service Provide	•		
			ng Plan Information)		
	(3) SB (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary	(6) G (Financial Trans			
		(o) O (i indical frame	addition of the state of the st		

Part III	Form M-1 Compliance Information (to be completed by welfare benefit plans)				
11a If the plan provides welfare benefits, was the plan subject to the Form M-1 filing requirements during the plan year? (See instructions and 29 CFR 2520.101-2.)					
11b Is the plan currently in compliance with the Form M-1 filing requirements? (See instructions and 29 CFR 2520.101-2.)					
Recei	the Receipt Confirmation Code for the 2020 Form M-1 annual report. If the plan was not required to file the 2020 Form M-1 annual report, enter the pt Confirmation Code for the most recent Form M-1 that was required to be filed under the Form M-1 filing requirements. (Failure to enter a valid pt Confirmation Code will subject the Form 5500 filing to rejection as incomplete.)				

Form 5500 (2020)

Receipt Confirmation Code\_

Page 3

# SCHEDULE H, LINE 4j – SCHEDULE OF REPORTABLE TRANSACTIONS YEAR ENDED OCTOBER 31, 2021

EIN: 31-6127282

PLAN NUMBER: 001

(a)	(b)				(t) Expense		(h) Current value	(i)
Identity of party involved	Description of asset (include interest rate and maturity in case of loan)	(c) Purchase price	(d) Selling price	(e) Lease rental	incurred with transaction	(g) Cost of asset	of asset on transaction	Net gain or (loss)
SERIES OF TRANSACTION	S:							
Vanguard	Vanguard Total Stock Mkt Index Admiral (0 purchases; 9 sales)	\$ -0-	\$ 4,649,910	\$ -0-	\$ -0-	\$ 2,791,312	\$ 4,649,910	\$ 1,858,598

## **SCHEDULE MB** (Form 5500)

Department of the Treasury Internal Revenue Service Department of Labor **Employee Benefits Security Administration** 

Pension Benefit Guaranty Corporation

For calendar plan year 2020 or fiscal plan year beginning

## Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

and ending 10/31/2021

File as an attachment to Form 5500 or 5500-SF.

11/01/2020

OMB No. 1210-0110

2020

This Form is Open to Public Inspection

Name of plan Laborers Local No. 265 Pension	B Three-digit plan number (PN)	▶ 001
Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF  Board of Trustees, Laborers Local No. 265 Pension Plan	D Employer Identificati	on Number (EIN)
Type of plan: (1) X Multiemployer Defined Benefit (2) Money Purchase (see	ee instructions)	
1a Enter the valuation date: Month 11 Day 01 Year 2020 b Assets:	- ·	
	. 1b(1)	41,157,85
(1) Current value of assets	. 1b(1)	41,369,87
C (1) Accrued liability for plan using immediate gain methods	1c(1)	98,104,46
(2) Information for plans using spread gain methods:	2017	30,104,40
(a) Unfunded liability for methods with bases	. 1c(2)(a)	and the second second
(b) Accrued liability under entry age normal method		
(c) Normal cost under entry age normal method	. 1c(2)(c)	
(3) Accrued liability under unit credit cost method	. 1c(3)	98,104,46
d Information on current liabilities of the plan:	10(0)	
(1) Amount excluded from current liability attributable to pre-participation service (see instructions)	. 1d(1)	
(2) "RPA '94" information:		The state of the state of
(a) Current liability	. 1d(2)(a)	161,694,53
(b) Expected increase in current liability due to benefits accruing during the plan year		396,95
(c) Expected release from "RPA '94" current liability for the plan year	V 100 PM 100 PM	7,711,26
(3) Expected plan disbursements for the plan year	11111111111	8,161,26
tatement by Enrolled Actuary		
To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan a combination, offer my best estimate of anticipated experience under the plan.  SIGN		
HERE I IM/R	6-21-22	
Signature of actuary	Date	
Allen L. Pauly	20-08895	
Type or print name of actuary	Most recent enrollmen	number
Cuni, Rust & Strenk (51	3) 891-0270	
Firm name Teles	phone number (including	g area code)
4555 Lake Forest Dr - Suite 620		
US Cincinnati OH 45242-3760		
US Cincinnati OH 45242-3760  Address of the firm		

	Schedule MB (Form 5500) 2020				Page <b>2-</b>			
Consider With 17 cmm 00007 2020								
2								
-	a Current value of assets (see instructions)					2a	41,157,897	
b		ent liability/participant count bre			(1) Number of participation	ants	(2) Current liability	
	(1) For retired	participants and beneficiaries r	eceiving payment		708		104,096,148	
	(2) For terminated vested participants		31	L <b>7</b>	40,740,579			
	(3) For active participants:							
	` ,	ested benefits					0	
	` ,	d benefits					16,857,803	
	` '	active				36	16,857,803	
_	` '				1,31	1	161,694,530	
С	·	ge resulting from dividing line 2	• • • • • • • • • • • • • • • • • • • •			2c		
2						•	25.45 %	
3		made to the plan for the plan ye		<u> </u>	T 41.54 1 1.11			
/B 41	(a) Date	( <b>b</b> ) Amount paid by	(c) Amount paid by	(a) Date	(b) Amount paid b	y	(c) Amount paid by	
	M-DD-YYYY)	employer(s)	employees	(MM-DD-YYYY)	employer(s)		employees	
	1/01/2020	1 979 910		<u> </u>				
т,	0/31/2021	1,878,810						
				+				
				+				
		<u> </u>		Totals ▶ 3(b	) 1,878	810	3(c)	
4	Information on	nlan status		Totals P   V(D)	1,070	,010	<del>                                    </del>	
-		•						
а	Funded percei	ntage for monitoring plan's statu	is (line 1b(2) divided by line 1	Ic(3))	• • • • • • • • • • • •	4a	42.2 %	
b	Enter code to	indicate plan's status (see instru	ictions for attachment of sup	porting evidence of	f plan's status). If			
	code is "N," go	to line 5				4b	D	
c	le the nian ma	king the scheduled progress un	der any annlicable funding in	anrovement or reha	abilitation plan?		▼ Yes  No	
·	is the plan ma	king the scheduled progress un	der arry applicable fulldling in	iprovement or rena	abilitation plans		K les [ No	
d	If the plan is in	critical status or critical and de	clining status, were any bene	fits reduced (see i	nstructions)?		Yes 🕱 No	
e	If line d is "Yes	s," enter the reduction in liability	resulting from the reduction	in henefits (see ins	structions)			
Ū		of the valuation date	<del>-</del>	•	•	4e		
f	If the rehabilita	ation plan projects emergence fr	om critical status or critical a	nd declining status	s, enter the plan			
_		t is projected to emerge.		<b>-</b>	, <b>,</b>			
	If the rehabilita	ation plan is based on forestallin	g possible insolvency, enter	the plan year in wh	nich insolvency is	4f	2028	
	expected and	check here			<b>x</b>			
5		method used as the basis for th				alv).		
					Accrued benefit (unit cre		A Aggregate	
а		_		- =	•	ait)	d  Aggregate	
е	Frozen	initial liability <b>f</b>	Individual level premiu	m <b>g</b> ∐	Individual aggregate		<b>h</b> Shortfall	
i	Other (	specify):						
_								
j	If box h is chee	cked, enter period of use of sho	rtfall method	• • • • • • • • •		<u>5j</u>		
k	Has a change	been made in funding method f	or this plan year?				Yes 🕱 No	
ı	I If line k is "Yes," was the change made pursuant to Revenue Procedure 2000-40 or other automatic approval?							
-		s," and line I is "No," enter the da						
111			ate (IMIM-DD-1111) of the fu	-	ai Ui Uiass <i>j</i>	5m		

	Schedule MB (Form 5500) 2020			Pag	ge <b>3-</b>				
6	Objective for the control of the con								
	Checklist of certain actuarial assumptions:							<u> </u>	0/
a	Interest rate for "RPA '94" current liability							2.51	%
				-	etirement		Post-retirement		
b	Rates specified in insurance or annuity contracts		• • • •	Yes	No X N	I/A │	s   No	<b>x</b> N	I/A
С	Mortality table code for valuation purposes								
	(1) Males		6c(1)		A		A		
	(2) Females		6c(2)		A		A		
d	Valuation liability interest rate		6d		6.50	%	6.5		%
	-			72.7		N/A	<u> </u>		N/A
•	Expense loading		6e	12.1			70		JIN/A
U.	Salary scale		e valuation	n date	%   X	N/A 6g			%
_	Estimated investment return on current value of assets f					6h	5.		
	Estimated investment return on current value of assets i	or year ending on the	valuation	ruate		011	3.	4	%
7 N	ew amortization bases established in the current plan yea	ır-							
	(1) Type of base		ial balanc		(3)	Amortization (	Chargo/Crodit		
	( ) 21	(2) 11110	iai Dalaiic			Amortization	onarge/Credit		
	1			885,106					8,388
	4		(	388,031)	_			(38	,749)
_									
а	iscellaneous information:  If a waiver of a funding deficiency has been approved for ruling letter granting the approval	<u> </u>		<u>.`</u>	<u> </u>	8a			
	(1) Is the plan required to provide a projection of expecte schedule		••••		• • • • • • •		X Y	⁄es	☐ No
b	(2) Is the plan required to provide a Schedule of Active F attach a schedule.				Yes," •••••		x Y	/es	☐ No
С	Are any of the plan's amortization bases operating undo 2008) or section 431(d) of the Code?	er an extension of tim		,	, ,	rior to	X Y	⁄es	□ No
d	If line c is "Yes," provide the following additional informa-	ation:							
	(1) Was an extension granted automatic approval under		f the Cod	۵2			X Y		Пи
	(2) If line 8d(1) is "Yes," enter the number of years by	` '\' '				8d(2)			
	(3) Was an extension approved by the Internal Revenu								
	2008) or 431(d)(2) of the Code?			, (45 111 51150				⁄es	X No
	(4) If line 8d(3) is "Yes," enter number of years by which	h the amortization ne	rind was	extended (n	ot including				
	the number of years in line (2))					8d(4)			
		or approxing the oute	naion			04(5)			
	(5) If line 8d(3) is "Yes," enter the date of the ruling lett					8d(5)			
	(6) If line 8d(3) is "Yes," is the amortization base eligib		-			ction			N.
_	6621(b) of the Code for years beginning after 2007							es_	∐ No
е	If box 5h is checked or line 8c is "Yes," enter the difference year and the minimum that would have been required v					00			
		ŭ			•	8e		5 70	6,725
		• • • • • • • • • •	• • • •	• • • • • •	• • • • • • •				70,723
	ınding standard account statement for this plan year:								
CI	narges to funding standard account:								
a	3, 3,		• • • •	• • • • • •	• • • • • • • •	9a			
b	Employer's normal cost for plan year as of valuation da	te				9b		61	.8,88
С	Amortization charges as of valuation date:		_		Outstandir	ng balance			
	(1) All bases except funding waivers and certain bases	for which the	[	0.5/4\					
	amortization period has been extended			9c(1)		5,796,778		8,98	4,981
	(2) Funding waivers		[	9c(2)		0			

9c(3)

0

9d

9e

0

624,252

10,228,121

(3) Certain bases for which the amortization period has been extended ....

Total charges. Add lines 9a through 9d

Page 4

	Credits to funding standard account:		
f	Prior year credit balance, if any	9f	979,359
g	Employer contributions. Total from column (b) of line 3	9g	1,878,810
	Outstandi	ng balance	
h	Amortization credits as of valuation date	8,082,831	3,741,026
i	Interest as applicable to end of plan year on lines 9f, 9g, and 9h	9i	366,925
j	Full funding limitation (FFL) and credits:		
	(1) ERISA FFL (accrued liability FFL)	2,350,223	
	(2) "RPA '94" override (90% current liability FFL)	6,831,470	
	(3) FFL credit	9j(3)	0
k	(1) Waived funding deficiency	9k(1)	0
	(2) Other credits	9k(2)	0
- 1	Total credits. Add lines 9f through 9i, 9j(3), 9k(1), and 9k(2)	91	6,966,120
m	Credit balance: If line 9I is greater than line 9e, enter the difference	9m	
n	Funding deficiency: If line 9e is greater than line 9I, enter the difference	9n	3,262,001
9 o	Current year's accumulated reconciliation account:		
	(1) Due to waived funding deficiency accumulated prior to the 2020 plan year	90(1)	0
	(2) Due to amortization bases extended and amortized using the interest rate under section 6621(b) of the Code:		
	(a) Reconciliation outstanding balance as of valuation date	9o(2)(a)	0
	(b) Reconciliation amount (line 9c(3) balance minus line 9o(2)(a))	9o(2)(b)	0
į	(3) Total as of valuation date	90(3)	0
	Contribution necessary to avoid an accumulated funding deficiency. (See instructions.)	10	3,262,001
11	Has a change been made in the actuarial assumptions for the current plan year? If "Yes," see instructions		X Yes No

# Schedule MB, line 3 - Withdrawal Liability Amounts.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

	Withdrawal			
Plan	Liability			
Year	Payments			
2020	\$322,131			

# Schedule MB, line 4c – Documentation Regarding Progress Under Funding Improvement or Rehabilitation Plan.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

Based on reasonable assumptions, the Plan is not expected to emerge from Critical Status by the end of the Rehabilitation Period. On an annual basis, the Board will review updated actuarial projections based on reasonable actuarial assumptions to confirm that the Rehabilitation Plan is continuing to forestall insolvency and to determine if the Plan can expect to emerge from Critical Status at a later date.

# Schedule MB, line 4f – Cash Flow Projections.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

11/1 Plan Year	Market Value of Assets	Expected Hours Worked	Expected Contributions	Expected Benefit Payments	Expected Expenses	Expected Asset Return	Expected Asset Return %
2020	\$41,157,897	414,014	\$2,197,066	(\$7,685,835)	(\$461,526)	\$2,484,923	6.5%
2021	\$37,692,525	414,014	\$2,197,066	(\$7,771,722)	(\$473,064)	\$2,256,557	6.5%
2022	\$33,901,362	414,014	\$2,197,066	(\$7,811,960)	(\$484,891)	\$2,008,466	6.5%
2023	\$29,810,044	414,014	\$2,197,066	(\$7,807,070)	(\$497,013)	\$1,742,299	6.5%
2024	\$25,445,326	414,014	\$2,197,066	(\$7,851,942)	(\$509,438)	\$1,456,760	6.5%
2025	\$20,737,771	414,014	\$2,197,066	(\$7,865,221)	(\$522,174)	\$1,149,937	6.5%
2026	\$15,697,378	414,014	\$2,197,066	(\$7,840,776)	(\$535,228)	\$822,675	6.5%
2027	\$10,341,115	414,014	\$2,197,066	(\$7,803,820)	(\$548,609)	\$475,272	6.5%
2028	\$4,661,024	414,014	\$2,197,066	(\$7,749,256)	(\$562,324)	\$107,373	6.5%

Projections are based on the assumptions summarized in Schedule MB, line 6 – Statement of Actuarial Assumptions/Methods.

# Schedule MB, line 8b(1) - Schedule of Projection of Expected Benefit Payments.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

	Expected
11/1	Annual
Plan	Benefit
Year_	Payments _
2020	\$7,685,561
2021	\$7,770,235
2022	\$7,807,863
2023	\$7,798,786
2024	\$7,837,674
2025	\$7,844,489
2026	\$7,813,601
2027	\$7,770,271
2028	\$7,709,382
2029	\$7,627,245

# Schedule MB, line 6 – Summary of Plan Provisions.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

b. Monthly Benefit

PN: 001

1. Effective Date:	November 1, 1968.
2. Plan Year:	November 1 <sup>st</sup> through October 31 <sup>st</sup> .
3. <u>Covered Employees</u> :	All employees covered by the Local 265 Collective Bargaining Agreement.
4. Eligibility:	1,000 Hours of Service.
5. Year of Service:	1 Year of Service is granted for each Plan Year in which 1,000 or more Hours of Service are worked with <sup>1</sup> / <sub>10</sub> of a year for each 100 hours less than 1,000.
<ul><li>6. Normal Retirement:</li><li>a. Eligibility</li></ul>	Age 62 and 5 <sup>th</sup> anniversary of Plan participation.

Effective Date	Benefit Credit
11/01/1968	4.350% of Contributions
11/01/1976	\$1.00/100 Hours Worked
11/01/1977	\$1.50/100 Hours Worked
11/01/1979	\$1.75/100 Hours Worked
11/01/1982	\$2.50/100 Hours Worked
11/01/1983	2.240% of Contributions
11/01/1985	2.552% of Contributions
11/01/1987	2.650% of Contributions
11/01/1988	2.915% of Contributions
11/01/1994	2.500% of Contributions
11/01/1999	2.300% of Contributions
03/01/2009	\$15.00/1,200 Hours Worked

#### Schedule MB, line 6 – Summary of Plan Provisions.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

## 7. Early Retirement:

a. Eligibility Age 55 and 5 Years of Service.

b. Monthly Benefit Calculated as for Normal Retirement Actuarially

reduced from age 62.

#### 8. Vested Retirement:

a. Eligibility 5 Years of Service.

b. Monthly Benefit Calculated as for Early or Normal Retirement.

#### 9. Pre-Retirement Death:

a. Eligibility 5 Years of Service.

b. Monthly Benefit Calculated as for an age 55 Early Retirement

reflecting a 50% Joint & Survivor Annuity payment form with death immediately after Early Retirement.

#### 10. Total & Permanent Disability:

a. Eligibility 5 Years of Service with at least 1 Year of Service in

the past 2 Plan Years and the Social Security

Disability Award.

b. Monthly Benefit Calculated as for Normal Retirement Actuarially

reduced from age 62 and payable on the first of the month following Social Security disability

determination.

## Schedule MB, line 6 – Summary of Plan Provisions.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

11. Employer Contributions:	Effective Date	Hourly Rate
-----------------------------	----------------	-------------

06/01/2015 \$4.90 06/01/2016 \$5.30

12. Actuarial Equivalency: UP 1984 Mortality Table at 7.00%.

#### 13. Payment Forms:

a. Normal Life Annuity for single participants and an

Actuarially Equivalent 50% Joint & Survivor

Annuity (QJSA) for married participants.

b. Optional Actuarially Equivalent 100%, 75%, 66<sup>2</sup>/<sub>3</sub>%, or 50%

Joint & Survivor Annuity (QOSA), with or without

Pop-up.

14. Changes Since Last Year: None.

# **LABORERS LOCAL NO. 265 PENSION PLAN**

# SCHEDULE H, LINE 4i – SCHEDULE OF ASSETS (HELD AT END OF YEAR) AS OF OCTOBER 31, 2021

EIN: 31-6127282 PLAN NUMBER: 001

(a)	(b)	(c) Description of investment including maturity date, rate of	(d)		(e)
	Identity of issue, borrower, lessor, or similar party	interest, collateral, par, or maturity	Cost	C	urrent Value
*	Charles Schwab & Co., Inc.	Interest-bearing cash	\$ 99,810	\$	99,810
	Vanguard Total Bond Mkt Index Admiral	Mutual Fund	11,309,132		11,771,025
	Tortoise MLP & Pipeline Inst	Mutual Fund	2,491,163		2,517,864
	Vanguard Real Estate Index Admiral	Mutual Fund	1,660,418		2,147,996
	Vanguard Total Intl Stock Index Admiral	Mutual Fund	5,903,363		7,135,238
	Vanguard Total Stock Mkt Index Admiral	Mutual Fund	11,809,690		21,661,194
	Ishares Russell Mid Cap	Exchange Traded Fund	 104		338
	Total		\$ 33,273,680	\$	45,333,465

<sup>\*</sup> Party-in-interest

#### 2020 ACTUARIAL CERTIFICATION OF FUNDED STATUS

As Required under IRC § 432(b)(3) as Added by the by the Pension Protection Act of 2006

#### **Plan Identification**

Laborers Local No. 265 Pension Plan ("Plan") American Benefit Corporation 3150 US Route 60 Ona, WV 25545 (304) 399-9000

EIN/PN: 31-6127282/001

Plan Year: November 1, 2020 – October 31, 2021

#### **Information on Plan Status**

As of November 1, 2020, I hereby certify that the Plan is Critical and Declining as defined by the Pension Protection Act of 2006 (PPA) as amended by the Multiemployer Pension Reform Act of 2014 (MPRA) and meeting the annual standards required under its updated Rehabilitation Plan which was designed to forestall the Plan's insolvency.

This certification has been prepared based on the Plan's November 1, 2019 Actuarial Valuation and the unaudited October 31, 2020 financial statements that were prepared by the Plan Administrator. The November 1, 2019 Actuarial Valuation was projected to November 1, 2020 for determination of the Plan's funded percentage and additional projections of later years were used to determine the Plan's solvency.

Anticipated future Plan contributions and liabilities are based on 415,151 hours worked per year and it is assumed that participants exiting the Plan are replaced by new entrants. All other assumptions used, along with the Plan Provisions reflected in this determination, are summarized in the Plan's November 1, 2019 Actuarial Valuation Report.

#### **Actuarial Certification**

I hereby certify that the projection of the Plan's most recent Actuarial Valuation presents fairly the actuarial position of the Plan as of November 1, 2020. In my opinion, the assumptions used to determine the Plan's 2020 PPA funded status are individually reasonable based on Plan experience and represent my best estimate of anticipated future experience under the Plan. The projection of the November 1, 2019 Actuarial Valuation has been performed in accordance with generally accepted actuarial principles and practices and the undersigned meets the qualification standards of the American Academy of Actuaries necessary to render an actuarial opinion.

Respectfully submitted,

Rehard Kalinh

Richard L. Kubiak, EA, ASA Enrollment Number: 20-08540

Cuni, Rust & Strenk 4555 Lake Forest Drive, Suite 620 Cincinnati, OH 45242 (513) 891-0270

January 29, 2021

# Schedule MB, line 4b – Illustration Supporting Actuarial Certification of Status.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

2020 PPA Funded Status = Critical and Declining.

2020 PPA Funded Percentage < 65%, Projected Funding Deficiency in 2020, and Projected Insolvency in 2029.

	Actuarial	PPA	PPA							
11/1	Value of	Accrued	Funded	10/31	Hourly	Minimum	Expected		Asset	
Plan	Assets	Liability	%	Credit	Contribution	Required	Hours	Expected	Return	
Year	(1)	(2)	(1)/(2)	Balance	Rate	Contribution	Worked	Contributions	%	-
2019	\$44,403,625	\$98,862,482	44.9%	\$4,460,220	\$5.30	\$1,465,957 (1)	415,151	\$2,460,675	2.5%	Unaudited <sup>(2)</sup>
2020	\$41,476,720	\$97,913,754	42.4%	\$1,073,430	\$5.30	\$5,079,383	415,151	\$2,288,222	6.5%	Projected
2021	\$38,506,174	\$96,728,899	39.8%	(\$2,717,965)	\$5.30	\$8,933,464	415,151	\$2,288,222	6.5%	Projected
2022	\$34,701,799	\$95,321,646	36.4%	(\$6,572,046)	\$5.30	\$13,267,847	415,151	\$2,288,222	6.5%	Projected
2023	\$31,119,006	\$93,722,538	33.2%	(\$10,906,429)	\$5.30	\$18,462,877	415,151	\$2,288,222	6.5%	Projected
2024	\$26,769,473	\$91,962,794	29.1%	(\$16,101,459)	\$5.30	\$25,151,912	415,151	\$2,288,222	6.5%	Projected
2025	\$22,319,295	\$89,992,596	24.8%	(\$22,790,494)	\$5.30	\$32,755,547	415,151	\$2,288,222	6.5%	Projected
2026	\$17,551,309	\$87,867,854	20.0%	(\$30,394,129)	\$5.30	\$40,799,726	415,151	\$2,288,222	6.5%	Projected
2027	\$12,478,631	\$85,615,484	14.6%	(\$38,438,308)	\$5.30	\$49,275,584	415,151	\$2,288,222	6.5%	Projected
2028	\$7,087,914	\$83,233,165	8.5%	(\$46,914,166)	\$5.30	\$58,335,191	415,151	\$2,288,222	6.5%	Projected
2029	\$1,372,709	\$80,728,838	1.7%	(\$55,973,773)	\$5.30	\$67,253,841	415,151	\$2,288,222	6.5%	Projected

<sup>(1)</sup> November 1, 2019 Actuarial Valuation results.

<sup>(2)</sup> Estimated based on the Plan's unaudited October 31, 2020 financial statements prepared by the Plan Administrator.

# Schedule MB, line 9c and 9h – Schedule of Funding Standard Account Bases.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

# Charge Bases:

Date		Initial	Rem.		Remaining
<b>Established</b>	Type	Balance	<u>Years</u>	Payment	_Balance_
11/01/1990	Amendment	\$1,968,452	5	\$ 95,847	\$ 424,196
11/01/1991	Amendment	3,136,069	6	162,548	838,052
11/01/1992	Amendment	2,544,925	7	138,522	809,108
11/01/1994	Amendment	4,717,987	9	268,354	1,902,298
11/01/1995	Amendment	2,985,546	10	178,320	1,365,238
11/01/1996	Assumption	805,643	11	49,151	402,486
11/01/1996	Amendment	4,906,520	11	299,340	2,451,238
11/01/1997	Amendment	4,970,442	12	308,693	2,682,244
11/01/1998	Amendment	3,785,071	13	238,649	2,185,715
11/01/1999	Amendment	84,298	14	5,384	51,680
11/01/2001	Assumption	4,003,592	16	260,985	2,714,934
11/01/2002	Assumption	65,838	17	4,327	46,593
11/01/2006	Cost Method	9,318,928	1	419,015	419,015
11/01/2007	Amendment	418,241	22	28,250	347,049
11/01/2008	Assumption	177,865	8	13,433	87,111
11/01/2008	Asset Loss	16,777,129	17	1,239,679	13,348,567
11/01/2009	Assumption	234,420	9	18,262	129,454
11/01/2009	Cost Method	717,669	4	55,456	202,329
11/01/2009	Asset Loss	3,438,969	17	256,805	2,765,211
11/01/2010	Assumption	901,590	10	72,049	551,616
11/01/2010	Asset Loss	3,658,002	17	276,312	2,975,270
11/01/2011	Assumption	1,773,170	11	144,739	1,185,247
11/01/2011	Asset Loss	7,474,933	17	571,720	6,156,149
11/01/2012	Assumption	928,875	12	77,185	670,668
11/01/2014	Assumption	200,893	9	20,126	142,663
11/01/2014	Experience	3,836,746	9	384,369	2,724,701
11/01/2015	Experience	4,975,841	10	496,896	3,804,292
11/01/2015	Assumption	9,597,274	10	958,401	7,337,615
11/01/2016	Assumption	2,722,907	11	271,914	2,226,663
11/01/2016	Experience	4,106,634	11	410,096	3,358,204
11/01/2017	Experience	5,359,125	12	535,172	4,650,127
11/01/2018	Experience	3,524,097	13	351,922	3,223,161
11/01/2019	Experience	1,328,194	14	132,636	1,273,269
11/01/2019	Assumption	1,522,467	14	152,036	1,459,509
11/01/2020	Experience	885,106	15	88,388	885,106
	Total Charges			\$8,984,981	\$75,796,778

# Schedule MB, line 9c and 9h – Schedule of Funding Standard Account Bases.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

# Credit Bases:

Date		Initial	Rem.		Remaining
Established	Type	Balance	Years	Payment	Balance
11/01/1991	Assumption	\$3,542,066	1	\$ 273,245	\$ 273,245
11/01/1994	Assumption	1,661,259	4	122,550	447,125
11/01/1996	Amendment	21,374	6	1,617	8,331
11/01/1998	Assumption	202,718	8	15,229	98,747
11/01/2006	Assumption	5,008,938	16	367,474	3,822,714
11/01/2007	Experience	1,908,062	2	196,012	380,062
11/01/2007	Assumption	1,315,410	17	96,257	1,036,469
11/01/2008	Amendment	4,201,471	3	429,934	1,212,682
11/01/2008	Experience	1,381,276	3	141,345	398,685
11/01/2009	Experience	9,730,729	4	991,977	3,619,203
11/01/2010	Experience	5,381,941	5	546,631	2,419,276
11/01/2011	Experience	1,071,777	6	108,468	559,225
11/01/2012	Experience	504,665	7	50,897	297,285
11/01/2013	Experience	253,579	8	25,487	165,276
11/01/2017	Amendment	1,324,031	12	132,220	1,148,867
11/01/2017	Assumption	1,087,646	12	108,614	943,755
11/01/2018	Assumption	944,508	13	94,320	863,853
11/01/2020	Assumption	388,031	15	38,749	388,031
	Total Credits			\$3,741,026	\$18,082,831
1.	Net Amortization				\$57,713,947
2.	Credit Balance				\$ 979,359
3.	Balance Test: [(1	) - (2)]			\$56,734,588
4.	Unfunded Accrue	d Liability:			
	a. Accrued Liabi	•			\$98,104,461
	b. Actuarial Val				41,369,873
	c. Unfunded Acc	crued Liability			\$56,734,588

#### Schedule MB, line 11 – Justification for Change in Actuarial Assumptions.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

Effective with the November 1, 2020 valuation, the following assumptions were changed based upon historical Plan and industry data as an indicator of anticipated future experience:

- The mortality projection scale was updated.
- The payment form election assumption was updated.
- The hours worked assumption was updated.

#### Schedule R, Update of Funding Improvement Plan or Rehabilitation Plan.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

Based on reasonable assumptions, the Plan is not expected to emerge from Critical Status during its Rehabilitation Period. The Rehabilitation Plan includes the use of "exhaustion of all reasonable measures" as allowed under PPA.

On an annual basis, the Board will review updated actuarial projections based on reasonable actuarial assumptions to confirm that the Rehabilitation Plan is continuing to forestall insolvency and to determine if the Plan can expect to emerge from Critical Status at a later date. Scheduled progress will be determined based on the Plan continuing to forestall its insolvency.

#### Schedule R, Summary of Rehabilitation Plan.

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

The Plan's Board of Trustees adopted a Rehabilitation Plan that includes benefit reductions and increases in the hourly contribution rate. This Rehabilitation Plan was designed to forestall the Plan's insolvency.

The Plan is no longer allowed to pay any lump sum benefits, such as single sum disability benefits or death benefits, or any other payment in excess of the monthly amount paid under a single life annuity. These benefits are no longer paid since they are considered "restricted benefits" under the Pension Protection Act of 2006.

The following adjustable benefit changes have been made.

- Effective September 1, 2017 the benefits of Participants who retire before their Normal Retirement Date are subject to an actuarial reduction for Early Retirement.
- Effective February 1, 2017 Trade Disability benefits are no longer available.
- Effective February 1, 2017 Total & Permanent Disability benefits require a Social Security Disability Award and are subject to an actuarial reduction for commencement prior to an Active Participant's Normal Retirement Date.
- Effective September 1, 2017 Participants who retire before their Normal Retirement Date are subject to the Plan's benefit suspension rules regardless of their years of service.
- For deaths on or after February 1, 2017 the Pre-Retirement Surviving Spouse's benefit will only be paid at the deceased Participant's Earliest Retirement Age.
- For deaths on or after September 1, 2017 the Pre-Retirement Surviving Spouse's benefit was changed from a Joint & 100% Survivor benefit to a Joint & 50% Survivor benefit.

In addition to the changes outlined above, the Rehabilitation Plan also requires increases in the hourly contribution rate. The contribution rate will increase effective June 1<sup>st</sup> by at least \$0.40 per hour for each year until 2016. This means that the hourly contribution rate for a Journeyman will increase from \$2.50 per hour on June 1, 2009 to \$5.30 per hour by June 1, 2016.

#### 2018 ACTUARIAL CERTIFICATION OF FUNDED STATUS

As Required under IRC § 432(b)(3) as Added by the by the Pension Protection Act of 2006

#### Plan Identification

Laborers Local No. 265 Pension Plan ("Plan") American Benefit Corporation 205 West Fourth Street, Suite 225 Cincinnati, OH 45202 (513) 381-6886

EIN/PN: 31-6127282/001

Plan Year: November 1, 2018 – October 31, 2019

#### Information on Plan Status

As of November 1, 2018, I hereby certify that the Plan is Critical and Declining as defined by the Pension Protection Act of 2006 (PPA) as amended by the Multiemployer Pension Reform Act of 2014 (MPRA) and is meeting the annual standards required under its updated Rehabilitation Plan which was designed to forestall the Plan's insolvency.

This certification has been prepared based on the Plan's November 1, 2017 Actuarial Valuation and the unaudited October 31, 2018 financial statements that were prepared by the Plan Administrator. The November 1, 2017 Actuarial Valuation was projected to November 1, 2018 for determination of the Plan's Funded Percentage and additional projections of later years were used to determine the Plan's solvency. Anticipated future Plan contributions are based on 400,000 hours worked per year. It is assumed that participants exiting the Plan are replaced by new entrants. All other assumptions used along with the Plan Provisions reflected in this determination are summarized in the Plan's November 1, 2017 Actuarial Valuation Report.

#### **Actuarial Certification**

I hereby certify that the projection of the Plan's most recent Actuarial Valuation presents fairly the actuarial position of the Plan as of November 1, 2017. In my opinion, the assumptions used to determine the Plan's 2018 PPA funding status are individually reasonable based on Plan experience and represent my best estimate of anticipated future experience under the Plan. Our projection of the November 1, 2017 Actuarial Valuation has been performed in accordance with generally accepted actuarial principles and practices and the undersigned meets the qualification standards of the American Academy of Actuaries necessary to render an actuarial opinion.

Respectfully submitted,

- Birkle

Jason C. Birkle, EA, MAAA, ASA

Enrollment Number: 17-07856

Cuni, Rust & Strenk 4555 Lake Forest Drive, Suite 620 Cincinnati, OH 45242 (513) 891-0270

January 28, 2019

# Illustration Supporting 2018 Pension Protection Act of 2006 (PPA) Actuarial Certification of Status

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

2018 PPA Funding Status = Critical and Declining.

2018 PPA Funded Percentage < 65%, Projected Funding Deficiency in 2020, and Projected Insolvency in 2028.

	Actuarial	PPA	PPA					• .		
11/1	Value of	Accrued	Funded	10/31	Hourly	Minimum	Expected		Asset	
Plan	Assets	Liability	%	Credit	Contribution	Required	Hours	Expected	Return	
Year	(1)	(2)	(1)/(2)	Balance	Rate	Contribution	Worked	Contributions	%	-
2017	\$53,461,724	\$98,941,775	54%	\$10,793,073	\$5.30	<b>\$0</b> (1)	355,818	\$1,885,835	0.9%	Unaudited <sup>(2)</sup>
2018	\$48,394,909	\$98,080,403	49%	\$7,516,113	\$5.30	\$0	400,000	\$2,120,000	6.5%	Projected
2019	\$43,400,350	\$96,898,436	45%	\$4,341,100	\$5.30	\$1,425,285	400,000	\$2,120,000	6.5%	Projected
2020	\$39,571,726	\$95,683,540	41%	\$716,937	\$5.30	\$5,216,236	400,000	\$2,120,000	6.5%	Projected
2021	\$35,938,182	\$94,245,879	38%	(\$3,195,280)	\$5.30	\$9,104,489	400,000	\$2,120,000	6.5%	Projected
2022	\$31,533,038	\$92,664,739	34%	(\$7,207,912)	\$5.30	\$13,506,085	400,000	\$2,120,000	6.5%	Projected
2023	\$27,409,839	\$90,988,953	30%	(\$11,750,308)	\$5.30	\$18,774,520	400,000	\$2,120,000	6.5%	Projected
2024	\$23,002,263	\$89,177,799	26%	(\$17,187,271)	\$5.30	\$25,461,512	400,000	\$2,120,000	6.5%	Projected
2025	\$18,210,286	\$87,132,279	21%	(\$24,088,169)	\$5.30	\$33,047,885	400,000	\$2,120,000	6.5%	Projected
2026	\$13,168,362	\$85,014,157	15%	(\$31,917,218)	\$5.30	\$41,079,536	400,000	\$2,120,000	6.5%	Projected
2027	\$7,737,332	\$82,702,279	9%	(\$40,205,788)	\$5.30	\$49,530,420	400,000	\$2,120,000	6.5%	Projected
2028	\$2,005,743	\$80,279,038	2%	(\$48,927,002)	\$5.30	\$58,556,544	400,000	\$2,120,000	6.5%	Projected
2029	<b>\$0</b>									

<sup>(1)</sup> November 1, 2017 Actuarial Valuation results.

<sup>(2)</sup> Estimated based on the Plan's October 31, 2018 financial statements prepared by the Benefit Office.

#### **Additional Information for 2018 Zone Certification**

11/1 Plan Year	Fair Market Value of Assets at Beginning of Plan Year	Expected Contributions	Expected Withdrawal Liability Payments	Expected Benefit Payments	Expected Expenses	Asset Return	Asset Return	Fair Market Value of Assets at End of Plan Year
2017	\$50,780,934	\$1,885,835	\$0	\$7,240,900	\$547,562	\$482,123	0.9%	\$45,360,430
2018	\$45,360,430	\$2,120,000	\$0	\$7,555,613	\$411,276	\$2,761,395	6.5%	\$42,274,936
2019	\$42,274,936	\$2,120,000	\$0	\$7,527,657	\$415,127	\$2,561,609	6.5%	\$39,013,761
2020	\$39,013,761	\$2,120,000	\$0	\$7,648,264	\$418,932	\$2,345,653	6.5%	\$35,412,218
2021	\$35,412,218	\$2,120,000	\$0	\$7,686,609	\$422,774	\$2,110,203	6.5%	\$31,533,038
2022	\$31,533,038	\$2,120,000	\$0	\$7,674,937	\$426,571	\$1,858,309	6.5%	\$27,409,839
2023	\$27,409,839	\$2,120,000	\$0	\$7,687,020	\$430,350	\$1,589,794	6.5%	\$23,002,263
2024	\$23,002,263	\$2,120,000	\$0	\$7,778,159	\$434,084	\$1,300,266	6.5%	\$18,210,286
2025	\$18,210,286	\$2,120,000	\$0	\$7,714,790	\$437,829	\$990,695	6.5%	\$13,168,362
2026	\$13,168,362	\$2,120,000	\$0	\$7,770,539	\$441,558	\$661,067	6.5%	\$7,737,332
2027	\$7,737,332	\$2,120,000	\$0	\$7,715,965	\$445,299	\$309,675	6.5%	\$2,005,743
2028	\$2,005,743	\$2,120,000	\$0	\$7,707,053	\$449,081	\$0	6.5%	Insolvent

Future non-PBGC administrative expenses are assumed to increase at a rate of 1.00% per year (from Plan Year ending 2016), PBGC premiums are assumed to remain at \$28 per participant, and contribution base units are assumed to be 400,000 in all future years. All other provisions and assumptions are summarized in the 2017 Actuarial Valuation Report.

#### 2019 ACTUARIAL CERTIFICATION OF FUNDED STATUS

As Required under IRC § 432(b)(3) as Added by the by the Pension Protection Act of 2006

#### **Plan Identification**

Laborers Local No. 265 Pension Plan ("Plan") American Benefit Corporation 3150 US Route 60 Ona, WV 25545 (304) 399-9000

EIN/PN: 31-6127282/001

Plan Year: November 1, 2019 – October 31, 2020

#### **Information on Plan Status**

As of November 1, 2019, I hereby certify that the Plan is Critical and Declining as defined by the Pension Protection Act of 2006 (PPA) as amended by the Multiemployer Pension Reform Act of 2014 (MPRA) and is meeting the annual standards required under its updated Rehabilitation Plan which was designed to forestall the Plan's insolvency.

This certification has been prepared based on the Plan's November 1, 2018 Actuarial Valuation and the unaudited October 31, 2019 financial statements that were prepared by the Plan Administrator. The November 1, 2018 Actuarial Valuation was projected to November 1, 2019 for determination of the Plan's funded percentage and additional projections of later years were used to determine the Plan's solvency.

Anticipated future Plan contributions and liabilities are based on 400,000 hours worked per year and it is assumed that participants exiting the Plan are replaced by new entrants. All other assumptions used, along with the Plan Provisions reflected in this determination, are summarized in the Plan's November 1, 2018 Actuarial Valuation Report.

#### **Actuarial Certification**

I hereby certify that the projection of the Plan's most recent Actuarial Valuation presents fairly the actuarial position of the Plan as of November 1, 2019. In my opinion, the assumptions used to determine the Plan's 2019 PPA funded status are individually reasonable based on Plan experience and represent my best estimate of anticipated future experience under the Plan. The projection of the November 1, 2018 Actuarial Valuation has been performed in accordance with generally accepted actuarial principles and practices and the undersigned meets the qualification standards of the American Academy of Actuaries necessary to render an actuarial opinion.

Respectfully submitted,

lany

M. R. Rust, EA, MAAA, ASA Enrollment Number: 17-06146

Cuni, Rust & Strenk 4555 Lake Forest Drive, Suite 620 Cincinnati, OH 45242 (513) 891-0270

January 27, 2020

# Illustration Supporting 2019 Pension Protection Act of 2006 (PPA) Actuarial Certification of Status

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

2019 PPA Funded Status = Critical and Declining.
2019 PPA Funded Percentage < 65%, Projected Funding Deficiency in 2020, and Projected Insolvency in 2029.

11/1 Plan Year	Actuarial Value of Assets (1)	PPA Accrued Liability (2)	PPA Funded % (1)/(2)	10/31 Credit Balance	Hourly Contribution Rate	Minimum Required Contribution	Expected Hours Worked	Expected Contributions	Asset Return %	_
2018	\$48,501,556	\$98,452,438	49.3%	\$7,605,161	\$5.30	\$0 (1)	435,345	\$2,401,844	11.5%	Unaudited (2)
2019	\$44,342,898	\$97,322,367	45.6%	\$4,696,922	\$5.30	\$1,004,083	400,000	\$2,207,950	6.5%	Projected
2020	\$41,175,593	\$95,977,401	42.9%	\$1,242,377	\$5.30	\$4,561,488	400,000	\$2,207,950	6.5%	Projected
2021	\$38,240,398	\$94,431,447	40.5%	(\$2,428,825)	\$5.30	\$8,135,454	400,000	\$2,207,950	6.5%	Projected
2022	\$34,504,555	\$92,686,455	37.2%	(\$6,117,115)	\$5.30	\$12,133,005	400,000	\$2,207,950	6.5%	Projected
2023	\$31,005,367	\$90,758,036	34.2%	(\$10,242,541)	\$5.30	\$16,917,988	400,000	\$2,207,950	6.5%	Projected
2024	\$26,745,034	\$88,668,367	30.2%	(\$15,180,588)	\$5.30	\$23,101,504	400,000	\$2,207,950	6.5%	Projected
2025	\$22,204,327	\$86,437,423	25.7%	(\$21,561,905)	\$5.30	\$30,147,439	400,000	\$2,207,950	6.5%	Projected
2026	\$17,394,042	\$84,085,466	20.7%	(\$28,833,227)	\$5.30	\$37,593,085	400,000	\$2,207,950	6.5%	Projected
2027	\$12,311,379	\$81,620,509	15.1%	(\$36,517,048)	\$5.30	\$45,428,533	400,000	\$2,207,950	6.5%	Projected
2028	\$6,959,315	\$79,055,956	8.8%	(\$44,603,139)	\$5.30	\$53,798,423	400,000	\$2,207,950	6.5%	Projected
2029	\$1,330,066	\$76,396,083	1.7%	(\$53,240,768)	\$5.30	\$61,997,311	400,000	\$2,207,950	6.5%	Projected

<sup>(1)</sup> November 1, 2018 Actuarial Valuation results.

<sup>(2)</sup> Estimated based on the Plan's unaudited October 31, 2019 financial statements prepared by the Plan Administrator.

# **Additional Information for 2019 Zone Certification**

11/1 Plan Year	Fair Market Value of Assets at Beginning of Plan Year	Expected Contributions	Expected Withdrawal Liability Payments	Expected Benefit Payments	Expected Expenses	Asset Return	Asset Return	Fair Market Value of Assets at End of Plan Year
2018	\$45,434,934	\$2,388,194	\$13,650	\$7,225,503	\$435,873	\$4,913,140	11.5%	\$45,088,542
2019	\$45,088,542	\$2,180,650	\$27,300	\$7,578,215	\$440,232	\$2,744,887	6.5%	\$42,022,932
2020	\$42,022,932	\$2,180,650	\$27,300	\$7,674,663	\$444,634	\$2,542,396	6.5%	\$38,653,981
2021	\$38,653,981	\$2,180,650	\$27,300	\$7,755,200	\$449,080	\$2,320,696	6.5%	\$34,978,347
2022	\$34,978,347	\$2,180,650	\$27,300	\$7,807,327	\$453,571	\$2,079,968	6.5%	\$31,005,367
2023	\$31,005,367	\$2,180,650	\$27,300	\$7,830,999	\$458,107	\$1,820,823	6.5%	\$26,745,034
2024	\$26,745,034	\$2,180,650	\$27,300	\$7,829,763	\$462,688	\$1,543,794	6.5%	\$22,204,327
2025	\$22,204,327	\$2,180,650	\$27,300	\$7,800,361	\$467,315	\$1,249,441	6.5%	\$17,394,042
2026	\$17,394,042	\$2,180,650	\$27,300	\$7,756,646	\$471,988	\$938,021	6.5%	\$12,311,379
2027	\$12,311,379	\$2,180,650	\$27,300	\$7,692,844	\$476,708	\$609,538	6.5%	\$6,959,315
2028	\$6,959,315	\$2,180,650	\$27,300	\$7,619,569	\$481,475	\$263,845	6.5%	\$1,330,066
2029	\$1,330,066	\$2,180,650	\$27,300	\$7,518,602	\$486,290	\$0	6.5%	Insolvent

Administrative expenses are assumed to increase at a rate of 1.00% per year, and contribution base units are assumed to be 400,000 in all future years. All other provisions and assumptions are summarized in the 2018 Actuarial Valuation Report.

#### 2020 ACTUARIAL CERTIFICATION OF FUNDED STATUS

As Required under IRC § 432(b)(3) as Added by the by the Pension Protection Act of 2006

#### **Plan Identification**

Laborers Local No. 265 Pension Plan ("Plan") American Benefit Corporation 3150 US Route 60 Ona, WV 25545 (304) 399-9000

EIN/PN: 31-6127282/001

Plan Year: November 1, 2020 – October 31, 2021

#### **Information on Plan Status**

As of November 1, 2020, I hereby certify that the Plan is Critical and Declining as defined by the Pension Protection Act of 2006 (PPA) as amended by the Multiemployer Pension Reform Act of 2014 (MPRA) and meeting the annual standards required under its updated Rehabilitation Plan which was designed to forestall the Plan's insolvency.

This certification has been prepared based on the Plan's November 1, 2019 Actuarial Valuation and the unaudited October 31, 2020 financial statements that were prepared by the Plan Administrator. The November 1, 2019 Actuarial Valuation was projected to November 1, 2020 for determination of the Plan's funded percentage and additional projections of later years were used to determine the Plan's solvency.

Anticipated future Plan contributions and liabilities are based on 415,151 hours worked per year and it is assumed that participants exiting the Plan are replaced by new entrants. All other assumptions used, along with the Plan Provisions reflected in this determination, are summarized in the Plan's November 1, 2019 Actuarial Valuation Report.

#### **Actuarial Certification**

I hereby certify that the projection of the Plan's most recent Actuarial Valuation presents fairly the actuarial position of the Plan as of November 1, 2020. In my opinion, the assumptions used to determine the Plan's 2020 PPA funded status are individually reasonable based on Plan experience and represent my best estimate of anticipated future experience under the Plan. The projection of the November 1, 2019 Actuarial Valuation has been performed in accordance with generally accepted actuarial principles and practices and the undersigned meets the qualification standards of the American Academy of Actuaries necessary to render an actuarial opinion.

Respectfully submitted,

Rehard Kalinh

Richard L. Kubiak, EA, ASA Enrollment Number: 20-08540

Cuni, Rust & Strenk 4555 Lake Forest Drive, Suite 620 Cincinnati, OH 45242 (513) 891-0270

January 29, 2021

# Illustration Supporting 2020 Pension Protection Act of 2006 (PPA) Actuarial Certification of Status

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

2020 PPA Funded Status = Critical and Declining.

2020 PPA Funded Percentage < 65%, Projected Funding Deficiency in 2020, and Projected Insolvency in 2029.

	Actuarial	PPA	PPA							
11/1	Value of	Accrued	Funded	10/31	Hourly	Minimum	Expected		Asset	
Plan	Assets	Liability	%	Credit	Contribution	Required	Hours	Expected	Return	
Year	(1)	(2)	(1)/(2)	Balance	Rate	Contribution	Worked	Contributions	<u>%</u>	=
2019	\$44,403,625	\$98,862,482	44.9%	\$4,460,220	\$5.30	\$1,465,957	415,151	\$2,460,675	2.5%	Unaudited (2)
2020	\$41,476,720	\$97,913,754	42.4%	\$1,073,430	\$5.30	\$5,079,383	415,151	\$2,288,222	6.5%	Projected
2021	\$38,506,174	\$96,728,899	39.8%	(\$2,717,965)	\$5.30	\$8,933,464	415,151	\$2,288,222	6.5%	Projected
2022	\$34,701,799	\$95,321,646	36.4%	(\$6,572,046)	\$5.30	\$13,267,847	415,151	\$2,288,222	6.5%	Projected
2023	\$31,119,006	\$93,722,538	33.2%	(\$10,906,429)	\$5.30	\$18,462,877	415,151	\$2,288,222	6.5%	Projected
2024	\$26,769,473	\$91,962,794	29.1%	(\$16,101,459)	\$5.30	\$25,151,912	415,151	\$2,288,222	6.5%	Projected
2025	\$22,319,295	\$89,992,596	24.8%	(\$22,790,494)	\$5.30	\$32,755,547	415,151	\$2,288,222	6.5%	Projected
2026	\$17,551,309	\$87,867,854	20.0%	(\$30,394,129)	\$5.30	\$40,799,726	415,151	\$2,288,222	6.5%	Projected
2027	\$12,478,631	\$85,615,484	14.6%	(\$38,438,308)	\$5.30	\$49,275,584	415,151	\$2,288,222	6.5%	Projected
2028	\$7,087,914	\$83,233,165	8.5%	(\$46,914,166)	\$5.30	\$58,335,191	415,151	\$2,288,222	6.5%	Projected
2029	\$1,372,709	\$80,728,838	1.7%	(\$55,973,773)	\$5.30	\$67,253,841	415,151	\$2,288,222	6.5%	Projected

<sup>(1)</sup> November 1, 2019 Actuarial Valuation results.

<sup>(2)</sup> Estimated based on the Plan's unaudited October 31, 2020 financial statements prepared by the Plan Administrator.

# **Additional Information for 2020 Zone Certification**

11/1 Plan Year	Fair Market Value of Assets at Beginning of Plan Year	Expected Contributions	Expected Withdrawal Liability Payments	Expected Benefit Payments	Expected Expenses	Asset Return	Asset Return	Fair Market Value of Assets at End of Plan Year
2019	\$45,129,636	\$2,288,222	\$172,453	\$6,947,759	\$436,404	\$1,054,123	2.5%	\$41,260,271
2020	\$41,260,271	\$2,288,222	\$0	\$7,481,764	\$445,132	\$2,501,546	6.5%	\$38,123,143
2021	\$38,123,143	\$2,288,222	\$0	\$7,604,599	\$454,035	\$2,293,418	6.5%	\$34,646,149
2022	\$34,646,149	\$2,288,222	\$0	\$7,679,252	\$463,116	\$2,064,736	6.5%	\$30,856,739
2023	\$30,856,739	\$2,288,222	\$0	\$7,719,937	\$472,378	\$1,816,827	6.5%	\$26,769,473
2024	\$26,769,473	\$2,288,222	\$0	\$7,804,714	\$481,826	\$1,548,140	6.5%	\$22,319,295
2025	\$22,319,295	\$2,288,222	\$0	\$7,822,739	\$491,463	\$1,257,994	6.5%	\$17,551,309
2026	\$17,551,309	\$2,288,222	\$0	\$7,807,845	\$501,292	\$948,237	6.5%	\$12,478,631
2027	\$12,478,631	\$2,288,222	\$0	\$7,786,496	\$511,318	\$618,875	6.5%	\$7,087,914
2028	\$7,087,914	\$2,288,222	\$0	\$7,751,164	\$521,544	\$269,281	6.5%	\$1,372,709
2029	\$1,372,709	\$2,288,222	\$0	\$7,677,300	\$531,975	\$0	6.5%	Insolvent

Administrative expenses are assumed to increase at a rate of 2.00% per year, and contribution base units are assumed to be 415,151 in all future years. All other provisions and assumptions are summarized in the 2019 Actuarial Valuation Report.

#### 2021 ACTUARIAL CERTIFICATION OF FUNDED STATUS

As Required under IRC § 432(b)(3) as Added by the by the Pension Protection Act of 2006

#### Plan Identification

Laborers Local No. 265 Pension Plan ("Plan") 800 Hillsdowne Road Westerville, OH 43081-3302 (800) 236-6437

EIN/PN: 31-6127282/001

Plan Year: November 1, 2021 – October 31, 2022

#### **Information on Plan Status**

As of November 1, 2021, I hereby certify that the Plan is Critical and Declining as defined by the Pension Protection Act of 2006 (PPA) as amended by the Multiemployer Pension Reform Act of 2014 and meeting the annual standards required under its updated Rehabilitation Plan which was designed to forestall the Plan's insolvency.

This certification has been prepared based on the Plan's November 1, 2020 Actuarial Valuation and the unaudited October 31, 2021 financial statements. The November 1, 2020 Actuarial Valuation was projected to November 1, 2021 for determination of the Plan's funded percentage and additional projections of later years were used to determine the Plan's year of insolvency.

Anticipated future Plan contributions and liabilities are based on 290,104 hours worked per year and it is assumed that participants exiting the Plan are replaced by new entrants. All other assumptions used, along with the Plan Provisions reflected in this determination, are summarized in the Plan's November 1, 2020 Actuarial Valuation Report.

#### **Actuarial Certification**

I hereby certify that the projection of the Plan's most recent Actuarial Valuation presents fairly the actuarial position of the Plan as of November 1, 2021. In my opinion, the assumptions used to determine the Plan's 2021 PPA funded status are individually reasonable based on Plan experience and represent my best estimate of anticipated future experience under the Plan. The projection of the November 1, 2020 Actuarial Valuation has been performed in accordance with generally accepted actuarial principles and practices and the undersigned meets the qualification standards of the American Academy of Actuaries necessary to render an actuarial opinion.

Respectfully submitted,

Allen Pauly, EA, CERA, ASA, MAAA

Enrollment Number: 20-08895

Cuni, Rust & Strenk 4555 Lake Forest Drive, Suite 620 Cincinnati, OH 45242 (513) 891-0270

January 28, 2022

# Illustration Supporting 2021 Pension Protection Act of 2006 (PPA) Actuarial Certification of Status

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

2021 PPA Funded Status = Critical and Declining.

2021 PPA Funded Percentage < 65%, Projected Funding Deficiency in 2021, and Projected Insolvency in 2030.

11/1 Plan	Actuarial Value of Assets	PPA Accrued Liability	PPA Funded %	10/31 Credit	Hourly Contribution	Minimum Required	Expected Hours	Expected	Asset Return	
Year	(1)	(2)	(1)/(2)	Balance	Rate	Contribution	Worked	Contributions	%	-
2020	\$41,369,873	\$98,104,461	42.2%	\$979,359	\$5.30	\$5,164,600 (1)	336,768	<i>\$2,109,274</i>	29.4%	Unaudited <sup>(2)</sup>
2021	\$39,826,655	\$96,680,911	41.2%	(\$2,987,852)	\$5.30	\$8,994,207	290,104	\$1,539,507	6.5%	Projected
2022	\$37,460,288	\$95,067,149	39.4%	(\$7,405,454)	\$5.30	\$13,701,507	290,104	\$1,539,507	6.5%	Projected
2023	\$35,325,912	\$93,297,378	37.9%	(\$12,112,754)	\$5.30	\$19,072,073	290,104	\$1,539,507	6.5%	Projected
2024	\$32,447,624	\$91,410,036	35.5%	(\$17,483,320)	\$5.30	\$25,733,622	290,104	\$1,539,507	6.5%	Projected
2025	\$29,486,346	\$89,347,200	33.0%	(\$24,144,869)	\$5.30	\$33,106,384	290,104	\$1,539,507	6.5%	Projected
2026	\$24,385,950	\$87,130,622	28.0%	(\$31,517,631)	\$5.30	\$40,907,164	290,104	\$1,539,507	6.5%	Projected
2027	\$18,968,320	\$84,791,767	22.4%	(\$39,318,411)	\$5.30	\$49,127,493	290,104	\$1,539,507	6.5%	Projected
2028	\$13,225,425	\$82,336,046	16.1%	(\$47,538,740)	\$5.30	\$57,918,742	290,104	\$1,539,507	6.5%	Projected
2029	\$7,153,966	\$79,776,133	9.0%	(\$56,329,989)	\$5.30	\$66,554,925	290,104	\$1,539,507	6.5%	Projected
2030	\$754,444	\$77,128,815	1.0%	(\$64,966,172)	\$5.30	\$73,946,108	290,104	\$7,346,580	6.5%	Projected

<sup>(1)</sup> November 1, 2020 Actuarial Valuation results.

<sup>(2)</sup> Estimated based on the Plan's unaudited October 31, 2021 financial statements.

# **Additional Information for 2021 Zone Certification**

11/1 Plan Year	Fair Market Value of Assets at Beginning of Plan Year	Expected Contributions	Expected Withdrawal Liability Payments	Expected Benefit Payments	Expected Expenses	Asset Return	Asset Return	Fair Market Value of Assets at End of Plan Year
2020	\$41,157,897	\$1,787,143	\$322,131	\$7,435,892	\$422,748	\$11,258,342	29.4%	\$46,666,873
2021	\$46,666,873	\$1,539,507	\$0	\$7,771,404	\$433,317	\$2,820,138	6.5%	\$42,821,797
2022	\$42,821,797	\$1,539,507	\$0	\$7,811,036	\$444,150	\$2,568,594	6.5%	\$38,674,712
2023	\$38,674,712	\$1,539,507	\$0	\$7,805,231	\$455,254	\$2,298,864	6.5%	\$34,252,598
2024	\$34,252,598	\$1,539,507	\$0	\$7,848,793	\$466,635	\$2,009,669	6.5%	\$29,486,346
2025	\$29,486,346	\$1,539,507	\$0	\$7,860,710	\$478,301	\$1,699,108	6.5%	\$24,385,950
2026	\$24,385,950	\$1,539,507	\$0	\$7,834,904	\$490,259	\$1,368,026	6.5%	\$18,968,320
2027	\$18,968,320	\$1,539,507	\$0	\$7,796,599	\$502,515	\$1,016,712	6.5%	\$13,225,425
2028	\$13,225,425	\$1,539,507	\$0	\$7,740,699	\$515,078	\$644,811	6.5%	\$7,153,966
2029	\$7,153,966	\$1,539,507	\$0	\$7,663,304	\$527,955	\$252,230	6.5%	\$754,444
2030	\$754,444	\$1,539,507	\$0	\$7,584,003	\$541,154	\$0	6.5%	Insolvent

Administrative expenses are assumed to increase at a rate of 2.50% per year, and contribution base units are assumed to be 290,104 in all future years. All other provisions and assumptions are summarized in the 2020 Actuarial Valuation Report.

Form **15315** (December 2022)

#### Department of the Treasury - Internal Revenue Service

# Annual Certification for Multiemployer Defined Benefit Plans

OMB Number 1545-2111

This Form is required to be filed under Internal Revenue Code (IRC) Section 432(b)(3)

Complete all entries in accordance with the instructions

For calendar plan year or fiscal pl	and ending 10/31/2023							
Part I – Basic Plan Information			,					
1a. Name of plan	1b. Three-digit plan number (PN)							
Laborers Local No. 265 Pension Plan	Laborers Local No. 265 Pension Plan							
1c. Plan sponsor's name			1d. Employer identifi	cation nur	nber (E	IN)		
Board of Trustees, Laborers Local No. 265 Pensi	on Plan		31-6127282					
1e. Plan sponsor's telephone number	1f. Plan sponsor's ad	dress, city, state, ZIP o	code					
(800) 236-6437	800 Hillsdowne Road, \	Westerville, OH 43081-33	302					
Part II - Plan Actuary's Information	<u> </u>			•	-			
2a. Plan actuary's name	2b. Plan actuary's firm	name						
Allen Pauly	Cuni, Rust & Strenk							
2c. Plan actuary's firm address, city, state, Z	IP code							
4555 Lake Forest Drive - Ste. 620, Cincinnati, O	Н 45242-3760							
2d. Plan actuary's enrollment number		2e. Plan actuary's tele	ephone number					
20-08895		(513) 891-0270						
Part III – Plan Status				• • • •				
3. Check the appropriate box to indicate the	plan's IRC Section 432	status						
☐ Neither endangered nor critical	Not endangered due to	special rule in IRC Se	ection 432(b)(5)					
☐ Endangered ☐	Critical due to election	under IRC Section 432	2(b)(4)					
Seriously endangered	Plans that are not curre	•	out are projected to be	in critical	status	within		
Critical	the next five years und	er 432(b)(3)(D)(v)						
▼ Critical and declining					•			
Part IV - Scheduled Progress in Fund	ling Improvement Pi	lan or Rehabilitatio	n Plan					
Check the appropriate box to indicate whe applicable funding improvement plan (FIP)			s in meeting the requ	irements o	f an			
	,			Yes	No	N/A		
Funding Improvement Plan						×		
Rehabilitation Plan				×				
Part V – Sign Here								
Statement by Enrolled Actuary								
To the best of my knowledge, the information Section 432(b)(3)(B)(iii), the projected indust on reasonable actuarial estimates, assumption anticipated experience under the plan.	try activity is based on ir	nformation provided by	the plan sponsor. The	e projectio	ns are			
Actuary's signature			Da	ite				
	•	·	01/27/2023					

#### 2022 ACTUARIAL CERTIFICATION OF FUNDED STATUS

As Required under IRC § 432(b)(3) as Added by the by the Pension Protection Act of 2006

#### Plan Identification

Laborers Local No. 265 Pension Plan ("Plan") 800 Hillsdowne Road Westerville, OH 43081-3302 (800) 236-6437

EIN/PN: 31-6127282/001

Plan Year: November 1, 2022 – October 31, 2023

#### **Information on Plan Status**

As of November 1, 2022, I hereby certify that the Plan is Critical and Declining as defined by the Pension Protection Act of 2006 (PPA) as amended by the Multiemployer Pension Reform Act of 2014 and meeting the annual standards required under its updated Rehabilitation Plan which was designed to forestall the Plan's insolvency.

This certification has been prepared based on the Plan's November 1, 2021 Actuarial Valuation and the unaudited October 31, 2022 financial statements. The November 1, 2021 Actuarial Valuation was projected to November 1, 2022 for determination of the Plan's funded percentage and additional projections of later years were used to determine the Plan's year of insolvency.

Anticipated future Plan contributions and liabilities are based on 260,855 hours worked per year and it is assumed that participants exiting the Plan are replaced by new entrants. All other assumptions used, along with the Plan Provisions reflected in this determination, are summarized in the Plan's November 1, 2021 Actuarial Valuation Report.

#### **Actuarial Certification**

I hereby certify that the projection of the Plan's most recent Actuarial Valuation presents fairly the actuarial position of the Plan as of November 1, 2022. In my opinion, the assumptions used to determine the Plan's 2022 PPA funded status are individually reasonable based on Plan experience and represent my best estimate of anticipated future experience under the Plan. The projection of the November 1, 2021 Actuarial Valuation has been performed in accordance with generally accepted actuarial principles and practices and the undersigned meets the qualification standards of the American Academy of Actuaries necessary to render an actuarial opinion.

Respectfully submitted,

Allen Pauly, EA, CERA, ASA, MAAA

Enrollment Number: 20-08895

Cuni, Rust & Strenk 4555 Lake Forest Drive, Suite 620 Cincinnati, OH 45242 (513) 891-0270

January 27, 2023

# Illustration Supporting 2022 Pension Protection Act of 2006 (PPA) Actuarial Certification of Status

Plan Name: Laborers Local No. 265 Pension Plan

EIN: 31-6127282

PN: 001

2022 PPA Funded Status = Critical and Declining.

2022 PPA Funded Percentage < 65%, Projected Funding Deficiency in 2022, and Projected Insolvency in 2027.

	Actuarial	PPA	PPA							
11/1	Value of	Accrued	Funded	10/31	Hourly	Minimum	Expected		Asset	
Plan	Assets	Liability	%	Credit	Contribution	Required	Hours	Expected	Return	
Year	(1)	(2)	(1)/(2)	Balance	Rate	Contribution	Worked	Contributions	%	
2021	\$39,796,540	\$100,679,721	39.5%	(\$3,262,001)	\$5.30	\$9,675,108 (1)	310,994	\$1,819,381	(16.7%)	Unaudited <sup>(2)</sup>
2022	\$35,767,777	\$99,224,137	36.0%	(\$7,797,529)	\$5.30	\$14,733,902	260,855	\$1,399,731	6.5%	Projected
2023	\$30,704,982	\$97,568,666	31.5%	(\$13,289,396)	\$5.30	\$21,219,402	260,855	\$1,399,731	6.5%	Projected
2024	\$24,802,648	\$95,781,879	25.9%	(\$19,774,896)	\$5.30	\$29,337,696	260,855	\$1,399,731	6.5%	Projected
2025	\$18,730,972	\$93,824,070	20.0%	(\$27,893,190)	\$5.30	\$38,514,776	260,855	\$1,399,731	6.5%	Projected
2026	\$10,451,392	\$91,688,102	11.4%	(\$37,070,270)	\$5.30	\$48,466,159	260,855	\$1,399,731	6.5%	Projected
2027	\$3,672,755	\$89,409,800	4.1%	(\$47,021,653)	\$5.30	\$58,990,255	260,855	\$1,399,731	6.5%	Projected

<sup>(1)</sup> November 1, 2021 Actuarial Valuation results.

<sup>(2)</sup> Estimated based on the Plan's unaudited October 31, 2022 financial statements.

# **Additional Information for 2022 Zone Certification**

11/1 Plan Year	Fair Market Value of Assets at Beginning of Plan Year	Expected Contributions	Expected Withdrawal Liability Payments	Expected Benefit Payments	Expected Expenses	Asset Return	Asset Return	Fair Market Value of Assets at End of Plan Year
2021	\$46,436,356	\$1,668,774	\$150,607	\$7,490,484	\$284,747	(\$7,236,645)	(16.7%)	\$33,243,861
2022	\$33,243,861	\$1,399,731	\$0	\$7,965,747	\$461,655	\$1,936,046	6.5%	\$28,152,236
2023	\$28,152,236	\$1,399,731	\$0	\$7,983,442	\$482,429	\$1,603,861	6.5%	\$22,689,957
2024	\$22,689,957	\$1,399,731	\$0	\$8,034,835	\$504,138	\$1,246,475	6.5%	\$16,797,190
2025	\$16,797,190	\$1,399,731	\$0	\$8,079,980	\$526,824	\$861,275	6.5%	\$10,451,392
2026	\$10,451,392	\$1,399,731	\$0	\$8,076,003	\$550,531	\$448,166	6.5%	\$3,672,755
2027	\$3,672,755	\$1,399,731	\$0	\$8,060,144	\$575,305	\$7,270	6.5%	Insolvent

Administrative expenses are assumed to increase at a rate of 4.50% per year from the last audited amount, and contribution base units are assumed to be 260,855 in all future years. All other provisions and assumptions are summarized in the 2021 Actuarial Valuation Report.

# PROMULGATION OF RULES AND REGULATIONS BY THE BOARD OF TRUSTEES OF THE LABORERS LOCAL NO. 265 PENSION PLAN AND TRUST

Re: Determination and Payment of Employer Withdrawal Liability

WHEREAS, the undersigned are the duly authorized officers of the Board of Trustees ("Trustees") of the Laborers Local No. 265 Pension Plan ("Plan"); and

WHEREAS, the Plan's Amended Agreement and Declaration of Trust ("Trust Agreement") authorizes the Trustees to promulgate rules, regulations and resolutions for the Plan's operation and administration; and

WHEREAS, the Trustees desire to update, revise and clarify the manner in which the determination and payment of employer withdrawal liability is made.

#### **NOW, THEREFORE,** the Trustees resolve as follows:

The following provisions are applicable to the determination and payment of Employer withdrawal liability pursuant to the Employee Income Security Act of 1974 ("ERISA"), as amended by the Multiemployer Pension Plan Amendments Act of 1980. These provisions apply to complete or partial withdrawals that occur after September 26, 1980 and shall supersede any provisions previously adopted that relate thereto. To the extent an issue relating to the withdrawal liability of an Employer is not addressed in these provisions, such issue shall be governed by the relevant provisions of ERISA. In the event a discrepancy between these provisions and the provisions of ERISA, the provisions of ERISA shall govern.

#### I. COMPLETE WITHDRAWAL DEFINED

- (a) A complete withdrawal occurs if:
  - (1) an Employer ceases to have an obligation to contribute to the Plan, and
  - (2) the Employer
    - (A) continues to perform work in the jurisdiction of the collective bargaining agreement of the type for which contributions were previously required or

- (B) resumes such work within five years after the date on which the obligation to contribute to the Plan ceased, and does not renew the obligation at the time of such resumption.
- (b) For this purpose, an Employer's obligation to contribute is not considered to have ceased solely because
  - the Employer is not, at the particular time, engaged in activity for which it has a contractual obligation to contribute,
  - the Employer ceases to exist by reason of (i) a change in corporate structure described in section 4069(b) of ERISA or (ii) a change to an unincorporated form of business enterprise, provided (in either case) the change causes no interruption in Employer contributions or obligation to contribute to the Plan, or
  - (3) the Employer suspends contributions during a labor dispute involving its employees.
- The date of a complete withdrawal is the date the Employer's obligation to contribute ceased.

#### II. PARTIAL WITHDRAWAL DEFINED

- (a) A partial withdrawal occurs on the last day of the Plan Year in which the Employer's work mix within the craft and area jurisdiction of a collective bargaining agreement under which the Employer is obligated to contribute to the Plan changes, with the result being that no more than an insubstantial portion of such work remains covered under the Plan.
- (b) A partial withdrawal shall be determined on the basis of the Employer's work mix within a period of three consecutive Plan Years ("Test Period") compared to its work mix within the five Plan Years ("Base Period") preceding the Test Period. A partial withdrawal shall be deemed to have occurred if the hours of work on the basis of which the Employer has been obligated to contribute to the Plan are, for each of the three years in the Test Period:
  - (1) less than 30 percent of which they had been, on average, in the two Base Period years in which such hours had been highest, and
  - in each year of the Test Period, less than 30 percent of the total work level (as measured by work hours) of the Employer of the type that is within the craft and area jurisdiction of the collective bargaining agreement under which the Employer is obligated to contribute.

#### III. CALCULATION OF WITHDRAWAL LIABILITY

An Employer's withdrawal liability shall be equal to the sum of (a), (b), and (c) below, but shall be subject to (d).

(a) Withdrawal liability for Plan Years ending after September 25, 1980.

This amount is equal to the sum of the Employer's withdrawal liability for each of the Plan Years ending after September 25, 1980 and before the Plan Year of withdrawal. The Employer's withdrawal liability for any Plan Year shall be equal to (1) reduced by (2), and multiplied by (3) below.

- (1) The change in unfunded vested benefits for the given Plan Year. The change in unfunded vested benefits is equal to the unfunded vested benefits as of the end of the given Plan Year, less the sum of (A) and (B) below.
  - (A) The unfunded vested benefits on the last day of the last Plan Year ending before September 26, 1980, reduced by 5 percent for each Plan Year ending after September 25, 1980 and before the given Plan Year.
  - (B) The sum of the changes in the unfunded vested benefits for each Plan Year ending after September 25, 1980 and ending before the given Plan Year (each such change reduced by 5 percent for each Plan Year ending after the Plan Year for which the change is being determined and before the given Plan Year).
- (2) Five percent for each Plan Year ending after the given Plan Year and before the Plan Year of withdrawal.
- (3) A fraction, the numerator of which is the total amount required to be contributed under the Plan by the Employer for the last five Plan Years ending with the given Plan Year, and the denominator of which is the total amount contributed under the Plan by all Employers for the five Plan Years ending with the given Plan Year, reduced by contributions made in such years by Employers who withdrew from the Plan during such years.

However, notwithstanding the provisions of (a)(3), contributions of all Employers that permanently cease to have an obligation to contribute to the Plan or permanently cease covered operations before the end of the period of Plan Years used to determine the fractions for allocating unfunded vested benefits (and contributions of all Employers that withdrew from the Plan prior to September 26, 1980) shall be excluded from the denominators of the fractions.

(b) The Employer's withdrawal liability for Plan Years ending before September 26, 1980.

The Employer's pre-September 26, 1980 withdrawal liability shall be equal to (1) reduced by (2), and multiplied by (3) below.

- (1) The unfunded vested benefits on the last day of the last Plan Year ending before September 26, 1980.
- (2) Five percent for each Plan Year ending after September 25, 1980 and before the Plan Year of withdrawal.
- (3) A fraction, the numerator of which is the total amount required to be contributed under the Plan by the Employer for the last five Plan Years ending before September 26. 1980, and the denominator of which is the total contributions for the same five Plan Years made by all Employers that
  - (A) were required to contribute for the first Plan Year ending on or after September 25, 1980 and
  - (B) had not withdrawn from the Plan before September 26, 1980.

However, notwithstanding the provisions of (b)(3), contributions of all Employers that permanently cease to have an obligation to contribute to the Plan or permanently cease covered operations before the end of the period of Plan Years used to determine the fractions for allocating unfunded vested benefits (and contributions of all Employers that withdrew from the Plan prior to September 26, 1980) shall be excluded from the denominators of the fractions.

# (c) The Employer's withdrawal liability for reallocated unfunded vested benefits.

This amount is equal to the sum of the Employer's withdrawal liability for reallocated unfunded vested benefits for each Plan Year ending before the Plan Year in which the Employer withdraws from the Plan. The Employer's withdrawal liability for reallocated unfunded vested benefits for any Plan Year shall be equal to (1) reduced by (2), and multiplied by (3) below.

- (1) The reallocated unfunded vested benefits for the given Plan Year. The reallocated unfunded vested benefits are equal to the sum of the following amounts that the Trustees determine in that year
  - (A) to be uncollectable from an Employer because of bankruptcy or similar proceedings,
  - (B) will not be assessed because of the de minimis rules, the 20-year payment cap, or the dollar limitations on liability, and

- (C) to be uncollectable or unassessable for other reasons that are not inconsistent with regulations issued by the Pension Benefit Guaranty Corporation ("PBGC").
- (2) Five percent of the reallocated unfunded vested benefits for each Plan Year ending after the given Plan Year and before the Plan Year of withdrawal.
- (3) A fraction, the numerator of which is the total amount required to be contributed under the Plan by the Employer for the last five Plan Years ending with the given Plan Year, and the denominator of which is the total amount contributed under the Plan by all Employers for the five Plan Years ending with the given Plan Year, reduced by contributions made in such years by Employers who withdrew from the Plan during such years.

However, notwithstanding the provisions of (c)(3), contributions of all Employers that permanently cease to have an obligation to contribute to the Plan or permanently cease covered operations before the end of the period of Plan Years used to determine the fractions for allocating unfunded vested benefits (and contributions of all Employers that withdrew from the Plan prior to September 26, 1980) shall be excluded from the denominators of the fractions.

#### (d) Liability for a Partial Withdrawal.

The Employer's liability for a partial withdrawal shall be the amount determined pursuant to (a)-(c) above, multiplied by a fraction that is one minus a fraction,

- (1) the numerator of which is the total hours for which the Employer was obligated to contribute for the Plan Year following the Test Period, and
- (2) the denominator of which is the average of the annual total hours for which the Employer was obligated to contribute for each year in the Base Period.

The total amount due in a 12-month period with respect to a partial withdrawal shall be the amount determined as if for a complete withdrawal, determined as of the last day of the first Plan Year in the three-year testing period, multiplied by the aforementioned fraction.

#### IV. DE MINIMIS REDUCTION OF WITHDRAWAL LIABILITY

The unfunded vested benefits allocable to an Employer who withdraws from the Plan shall be reduced (but not below zero) by the lesser of (a) or (b), reduced by (c) below.

- (a) 3/4 of 1 percent of the Plan's unfunded vested benefits (determined as of the end of the Plan Year ending before the date of withdrawal).
- (b) \$50,000.

(c) Any amount by which the unfunded vested benefits allocable to the Employer exceeds \$100,000.

The de minimis reduction does not apply in the event of a withdrawal of all or substantially all Employers that contribute to the Plan, as more fully described in section 4209(c) of ERISA.

#### V. ACTUARIAL ASSUMPTIONS

Withdrawal liability shall be determined on the basis of actuarial assumptions and methods that reflect the current liability interest rate as calculated by the actuary for the Plan.

#### VI. PAYMENT OF WITHDRAWAL LIABILITY

The unfunded vested benefits allocable to an Employer that withdraws from the Plan shall be paid as follows:

- (a) The amount of payment shall be calculated as follows:
  - Except as provided in (2) and (4) below, and in (c) and (d) below, an Employer shall pay the amount determined under Calculation of Withdrawal Liability, reduced according to the provisions of De Minimis Reduction of Actuarial Liability and appropriately adjusted for partial withdrawal according to the provisions of ERISA. The Employer will make level monthly payments in an amount determined under (3) below. The level monthly payments will be paid over a period of years required to amortize the amount payable by the Employer. The amortization period will be calculated as if the first payment were made on the first day of the Plan Year following the Plan Year in which withdrawal occurs and as if each subsequent payment were made on the first day of each subsequent Plan Year. The amortization period shall be based on the interest rate used for the actuarial valuation of the Plan for the Plan Year in which the withdrawal occurred.
  - (2) If the amortization period described in (1) above exceeds 20 years, the liability of the Employer shall be limited to the first 20 annual payments determined in (3) below.
  - (3) Except as provided in (5) below, the amount of each annual payment shall be the product of (A) and (B) below:
    - (A) The average annual number of contribution hours for the three consecutive Plan Years, during the 10 consecutive Plan Years ending before the Plan Year in which withdrawal occurs, in which the number of contribution hours for which the Employer has an obligation to contribute to the Plan is highest.
    - (B) The highest contribution rate at which the Employer had an

obligation to contribute to the Plan during the 10 Plan Years ending with the Plan Year in which the withdrawal occurs.

- (4) In the event of withdrawal of all or substantially all Employers that contribute to the Plan, (2) above shall not apply, and total unfunded vested benefits shall be allocated among all such Employers according to regulations issued by the PBGC.
- (5) In the event of a partial withdrawal, the amount of annual payment will be adjusted according to the provisions of ERISA.
- (b) Annual withdrawal liability shall be payable in equal monthly installments. Payment of withdrawal liability shall begin on the first day of the month that begins at least 10 days after the date of notice of, and demand for, payment is sent to the Employer, notwithstanding the pendency of any review, arbitration or other proceedings.
- (c) An Employer shall be entitled to prepay its withdrawal liability and accrued interest without penalty.
- (d) The Trustees may require that an Employer post a bond or provide the Plan other security for its payment of withdrawal liability if
  - (1) The Employer is the subject of a petition under the Bankruptcy Code or similar proceedings under State or Federal law, or
  - (2) Substantially all of the Employer's assets are sold, distributed or transferred out of the jurisdiction of the court of the United States, or
  - (3) The credit rating of the Employer becomes impaired to the extent that the Trustees, in their discretion, determine that the likelihood of collecting withdrawal liability from the Employer is substantially diminished.
- (e) In the event an Employer fails to make any payment when due, interest shall accrue on the payment from the due date until the date the payment is made. An Employer shall be considered in default if such Employer fails to make any payments when due, the Plan has notified the employer of its failure to pay the liability when it was due, and the Employer has failed to pay the post-due installment within 60 days after the Employer receives notice from the Plan of such failure. An Employer shall also be considered in default if the Board of Trustees determines that there is a substantial likelihood that the Employer will be unable to pay its withdrawal liability. The Board of Trustees may make a determination of such likelihood where the Employer indicates that it cannot or will not pay the withdrawal liability, the Employer's present financial condition is such that payment is reasonably unlikely to be made, or other such circumstances under which the Board of Trustees has reasonably determined to indicate a substantial likelihood of the inability to pay the withdrawal liability. In the event

of a default, the Trustees may require immediate payment of some or all the outstanding withdrawal liability payments that would otherwise be due in the future. For purposes of the foregoing, interest shall be charged from the date the payment was due to the date it is paid at an annual rate equal to the rate described in section VI(a)(1).

- (f) In any suit by the Plan to collect withdrawal liability, including a suit to enforce an arbitrator's award and a claim asserted by the Plan in an action brought by an Employer or other party, if judgment is awarded in favor of the Plan, the Employer shall pay to the Plan, in addition to the unpaid liability and interest thereon in the amount of 1% per month as determined under these Procedures, liquidated damages in an amount that is the greater of:
  - (1) the interest on the unpaid balance, or
  - (2) 20 percent of the unpaid balance.

The Employer shall also pay attorneys' fees and all costs incurred in the action, as awarded by the court. Nothing in the foregoing shall be construed as a waiver or limitation of the Plan's right to any other legal or equitable relief.

#### VII. RESOLUTION OF DISPUTES

A dispute between the Employer and the Plan concerning a determination of withdrawal liability or withdrawal liability payments shall be resolved through arbitration. Either party can initiate the arbitration proceeding within a 60-day period following the earlier of (a) or (b) below.

- (a) The date the Plan notifies the Employer of its decision after a reasonable review of any matter raised.
- (b) 120 days after the date the Employer requests a review of the Plan's determination of withdrawal liability.

The parties may jointly initiate arbitration within the 180-day period following the date of the Plan's initial notice and demand.

Such arbitration proceedings shall be subject to and conducted in accordance with the provisions of section 4221 of ERISA and the regulations promulgated thereunder. Notwithstanding the foregoing, any arbitration proceedings initiated that involve the Plan shall be conducted according to the Multiemployer Pension Plan Arbitration Rules for Withdrawal Liability Disputes, as issued by the American Arbitration Association and the International Foundation for Employee Benefit Plans.

#### VIII. FURNISHING INFORMATION TO EMPLOYERS

The Plan will provide the following withdrawal liability information to an Employer upon written request at no charge:

- (a) A withdrawal liability worksheet containing the general information necessary for the Employer to calculate its potential withdrawal liability. This worksheet does not contain information that is unique to the Employer.
- (b) An estimate of the Employer's potential withdrawal liability. This estimate does not include the supporting details of the Employer's withdrawal liability calculation.

If an Employer requests in writing for the Plan to provide an estimate of its potential withdrawal liability that includes information unique to the Employer along with the supporting details of the Employer's withdrawal liability calculation, then the Plan will require the Employer to pay the reasonable cost of preparing their potential withdrawal liability estimate. The Plan's fee to provide such an estimate is \$1,000.

## IX. MISCELLANEOUS

- (a) Notwithstanding any other provisions hereof, if all or substantially all contributing Employers withdraw from the Plan pursuant to an agreement or arrangement, as determined under section 4209 and section 4219(c)(1)(D) of ERISA, the withdrawal liability of each such Employer shall be adjusted in accordance with those sections of ERISA.
- (b) Article I (Complete Withdrawal Defined) and Article II (Partial Withdrawal Defined) of these provisions do not apply to an Employer that is not a construction trades employer. For this purpose, an Employer is a construction trades employer if substantially all the Employees with respect to whom the Employer has an obligation to contribute to the Plan perform work in the building and construction industry, as defined by the PBGC. In the case an Employer that is not a construction trades employer, whether a complete withdrawal or partial withdrawal has occurred, and the liability and payments for a partial withdrawal, will be determined in accordance with the applicable provisions of section 4203, section 4205, section 4208 and section 4219 of ERISA, provided, however, the method used to determine withdrawal liability for such Employer shall be that described in section 4211(b) of ERISA ("presumptive method").
- (c) For purposes of these provisions, all corporations, trades or businesses that are under common control (as defined in regulations issued by the PBGC), shall be considered a single Employer.
- (d) If after a partial withdrawal, an Employer again incurs liability for a complete or partial withdrawal, the liability incurred as a result of the later withdrawal(s) shall be adjusted to the extent necessary to avoid duplication of liability. In addition, if an Employer that has withdrawn from the Plan later renews the obligation to contribute, or if an Employer that has partially withdrawn later increases the share of its work in the craft and area jurisdiction of the collective bargaining agreement

under which the Employer is obligated to contribute to the Plan with the result being that the portion of such work that is covered under the Plan is determined by the trustees of the Plan to be more than insubstantial, the unpaid balance of the Employer's liability incurred on account of the earlier withdrawal or partial withdrawal shall be reduced in accordance with regulations issued by the PBGC.

(e) Notwithstanding any other provisions, Employer contributions transferred to another plan pursuant to a reciprocal agreement between the Plan and such other plan shall not be considered contributions to this Plan for the purpose of determining whether an Employer has withdrawn or for the purpose of determining the total or annual amount of withdrawal liability so long as the contributions are not large, recurring transfers. Amounts retained by the Plan as the administrative expense for handling such transferred contributions shall likewise be disregarded. However, if the Plan's records do not reveal which contributions by a withdrawn Employer are to be so disregarded, they shall be disregarded only if an Employer provided the necessary data for the Trustees to make that determination. Contributions transferred to the Plan pursuant to such a reciprocal agreement shall also be disregarded in any determination of withdrawal liability.

Dated at Cincinnati, Ohio this 19<sup>th</sup> day of November, 2013.

BOARD OF TRUSTEES LABORERS LOCAL NO. 265 PENSION PLAN AND TRUST

Secretary Secretary

Laborers Local No. 265 Pension Plan

EIN/Plan #: 31-6127282/001

SFA Checklist Item #11: Death Audit Results Reflected in SFA Data

The death audit provided in this SFA application was completed by Life Status 360 on October 12, 2023. The population submitted to the vendor consisted of 712 current retirees and beneficiaries, 552 current terminated vested participants not in pay status, and 257 current active participants (for a total of 1,521 records). Any known deaths that occurred before the date of the census data (November 1, 2021) were reflected for SFA calculation purposes.

Additionally, the proposed census was provided to the PBGC in advance of the filing of this complete application, with the following updates made:

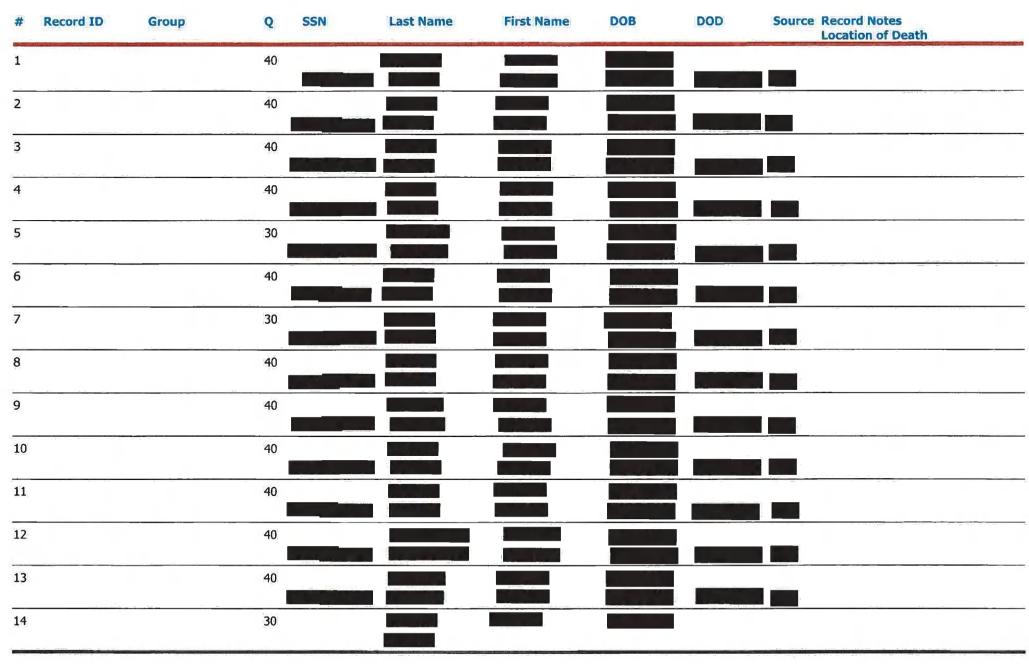
Category	Death Match, Participant Removed, Known Beneficiary Included	Death Match, Participant Removed, Beneficiary Included Using Percent Married Assumption	Death Match, Participant Removed, No Beneficiary Included	Total
Active	0	0	0	0
Deferred Vested	2	0	2	4
In-Pay	0	0	5	5
Total	2	0	7	9



# Death Audit Results Ohio Laborers Benefits

Death Audit Report

Records in your file: 17647



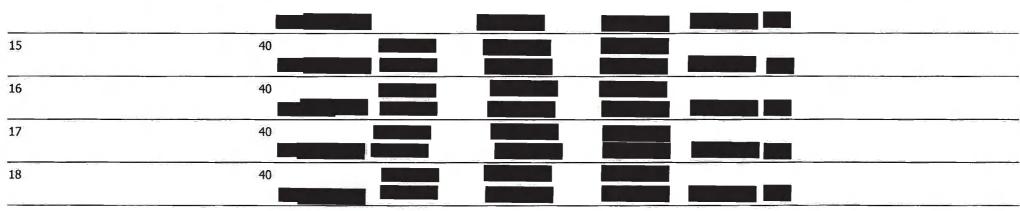


# **Death Audit Results**Ohio Laborers Benefits

**Death Audit Report** 

10/13/2023

Records in your file: 17647



Version Updates v20220701p

Version Date updated

v20220701p 07/01/2022

This document goes into effect August 8, 2	022. Any applications file	ed before then would be u	ınder the interim final rule.
	, ,		

## **TEMPLATE 1**

Form 5500 Projection

File name: Template 1 Plan Name, where "Plan Name" is an abbreviated version of the plan name.

v20220701p

For an additional submission due to merger under § 4262.4(f)(1)(ii): *Template 1 Plan Name Merged*, where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

For the 2018 plan year until the most recent plan year for which the Form 5500 is required to be filed by the filing date of the initial application, provide the projection of expected benefit payments as required to be attached to the Form 5500 Schedule MB if the response to line 8b(1) of the Form 5500 Schedule MB should be "Yes."

Abbreviated Plan Name:	Lab 265			
EIN:	31-6127282			
PN:	001			

			Complete for each Form 5500 that has been filed prior to the date the SFA application is submitted*.					
Plan Year Start Date Plan Year End Date	2018 Form 5500 11/01/2018 10/31/2019	2019 Form 5500 11/01/2019 10/31/2020	2020 Form 5500 11/01/2020 10/31/2021	2021 Form 5500	2022 Form 5500	2023 Form 5500	2024 Form 5500	2025 Form 5500
Plan Year				Expected Ben	efit Payments			
2018	\$7,458,619	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$7,576,819	\$7,331,602	N/A	N/A	N/A	N/A	N/A	N/A
2020	\$7,670,834	\$7,480,101	\$7,685,561	N/A	N/A	N/A	N/A	N/A
2021	\$7,747,123	\$7,599,195	\$7,770,235		N/A	N/A	N/A	N/A
2022	\$7,793,952	\$7,668,876	\$7,807,863			N/A	N/A	N/A
2023	\$7,811,599	\$7,703,204	\$7,798,786				N/A	N/A
2024	\$7,804,009	\$7,781,083	\$7,837,674					N/A
2025	\$7,767,811	\$7,791,852	\$7,844,489					
2026	\$7,717,155	\$7,770,449	\$7,813,601					
2027	\$7,646,046	\$7,743,074	\$7,770,271					
2028	N/A	\$7,701,667	\$7,709,382					
2029	N/A	N/A	\$7,627,245					
2030	N/A	N/A	N/A					
2031	N/A	N/A	N/A	N/A				
2032	N/A	N/A	N/A	N/A	N/A			
2033	N/A	N/A	N/A	N/A	N/A	N/A		
2034	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

<sup>\*</sup> Adjust column headers as may be needed due to any changes in the plan year since 2018 and provide supporting explanation. For example, assume the plan has a calendar year plan year, but effective 10/1/2019 the plan year is changed to begin on October 1. For 2019 there will be two 2019 Forms - one for the short plan year from 1/1/2019 to 9/30/2019, and another for the plan year 10/1/2019 to 9/30/2020. For this example, modify the table to show a separate column for each of the separate Forms 5500, and identify the plan year period for each filing.

Version Updates v20220701p

Version Date updated

V20220701p 07/01/2022

This document goes into effect August 8, 2022. Any applications filed before then would be under the interim final rule.	

## **TEMPLATE 3**

#### **Historical Plan Information**

File name: Template 3 Plan Name, where "Plan Name" is an abbreviated version of the plan name.

For additional submission due to merger under § 4262.4(f)(1)(ii): *Template 3 Plan Name Merged*, where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

Provide historical plan information for the 2010 plan year through the plan year immediately preceding the date the plan's initial application was filed that separately identifies: total contributions, total contribution base unit (including identification of the base unit used (i.e., hourly, weekly)), average contribution rates, and number of active participants at the beginning of each plan year. Also show separately for each of the plan years in the same period all other sources of non-investment income, including, if applicable, withdrawal liability payments collected, reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if any), and other identifiable contribution streams.

If the sum of all contributions and withdrawal liabilities shown on this table does not equal the amount shown as contributions credited to the funding standard account on the plan year Schedule MB of Form 5500, include an explanation as a footnote to this table.

#### PLAN INFORMATION

Abbreviated Plan Name:	Lab 265				
EIN:	31-6127282	1-6127282			
PN:	001				

Unit (e.g. hourly,	Hourly
weekly)	пошту

All Other Sources of Non-Investment Income

Plan Year (in order from oldest to most recent)	Plan Year Start Date	Plan Year End Date	Total Contributions*	Total Contribution Base Units	Average Contribution Rate	Reciprocity Contributions (if applicable)	Additional Rehab Plan Contributions (if applicable)	Other - Explain if Applicable	Withdrawal Liability Payments Collected	Number of Active Participants at Beginning of Plan Year
2010	11/01/2010	10/31/2011	\$1,365,823	431,242	\$3.17					404
2011	11/01/2011	10/31/2012	\$1,764,033	504,614	\$3.50					378
2012	11/01/2012	10/31/2013	\$1,355,384	363,634	\$3.73					399
2013	11/01/2013	10/31/2014	\$2,013,998	477,810	\$4.22					316
2014	11/01/2014	10/31/2015	\$1,967,028	430,608	\$4.57					348
2015	11/01/2015	10/31/2016	\$1,991,568	400,623	\$4.97					322
2016	11/01/2016	10/31/2017	\$2,069,089	379,675	\$5.45					297
2017	11/01/2017	10/31/2018	\$1,961,803	357,618	\$5.49					288
2018	11/01/2018	10/31/2019	\$2,235,326	408,031	\$5.48				\$13,650	283
2019	11/01/2019	10/31/2020	\$2,197,066	414,014	\$5.31				\$172,453	293
2020	11/01/2020	10/31/2021	\$1,556,679	290,104	\$5.37				\$322,131	286
2021	11/01/2021	10/31/2022	\$1,675,753	308,227	\$5.44				\$150,607	257

<sup>\*</sup> Total contributions shown here should be contributions based upon CBUs and should not include items separately shown in any columns under "All Other Sources of Non-Investment Income."

v20220701p

## This document goes into effect August 8, 2022. Any applications filed before then would be under

TEMPLATE 4A

SFA Determination - under the "basic method" for all plans, and under the "increasing assets method" for MPRA plans

File name: Template 4A Plan Name, where "Plan Name" is an abbreviated version of the plan name.

If submitting additional information due to a merger under § 4262.4(f)(1)(ii): *Template 4A Plan Name Merged*, where "Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

If submitting additional information due to certain events with limitations under § 4262.4(f)(1)(i): *Template 4A Plan Name Add*, where "Plan Name" is an abbreviated version of the plan name.

If submitting a supplemented application under § 4262.4(g)(6): Template 4A Supp Plan Name, where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (4) of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

IFR filers submitting a supplemented application should see Addendum C for more information.

MPRA plans using the "increasing assets method" should see Addendum D for more information.

For all plans, provide information used to determine the amount of SFA under the "basic method" described in § 4262.4(a)(1).

For MPRA plans, also provide information used to determine the amount of SFA under the "increasing assets method" described in § 4262.4(a)(2)(i).

The information to be provided is:

NOTE: All items below are provided on Sheet '4A-4 SFA Details .4(a)(1)' unless otherwise indicated.

- a. The amount of SFA calculated using the "basic method", determined as a lump sum as of the SFA measurement date.
- b. Non-SFA interest rate required under § 4262.4(e)(1) of PBGC's SFA regulation, including supporting details on how it was determined. [Sheet: 4A-1 Interest Rates]
- c. SFA interest rate required under § 4262.4(e)(2) of PBGC's SFA regulation, including supporting details on how it was determined. [Sheet: 4A-1 Interest Rates]

d. Fair market value of assets as of the SFA measurement date. This amount should include any assets at the SFA measurement date attributable to financial assistance received by the plan under section 4261 of ERISA, but should not reflect a payable for amounts owed to PBGC for all amounts of such financial assistance received by the plan.

- e. For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"):
  - i. Separately identify the projected amount of contributions, projected withdrawal liability payments reflecting a reasonable allowance for amounts considered uncollectible, and other payments expected to be made to the plan (excluding the amount of financial assistance under section 4261 of ERISA and SFA to be received by the plan).
  - ii. Identify the benefit payments described in § 4262.4(b)(1) (including any benefits that were restored under 26 CFR 1.432(e)(9)-(1)(e)(3) and excluding the payments in e.iii. below), separately for current retirees and beneficiaries, current terminated vested participants not yet in pay status, current active participants, and new entrants.

[Sheet: 4A-2 SFA Ben Pmts]

Identify total benefit payments paid and expected to be paid from projected SFA assets separately from total benefit payments paid and expected to be paid from non-SFA assets after the projected SFA assets are fully exhausted.

- iii. Separately identify the make-up payments described in § 4262.4(b)(1) attributable to the reinstatement of benefits under § 4262.15 that were previously suspended through the SFA measurement date.

  [Also see applicable examples in Section C, Item (4)e.iii. of the SFA instructions.]
- iv. Separately identify administrative expenses paid and expected to be paid (excluding the amount owed PBGC under section 4261 of ERISA) for premiums to PBGC and for all other administrative expenses.

[Sheet: 4A-3 SFA Pcount and Admin Exp]

Identify total administrative expenses paid and expected to be paid from projected SFA assets separately from total administrative expenses paid and expected to be paid from non-SFA assets after the projected SFA assets are fully exhausted.

- v. Provide the projected total participant count at the beginning of each year. [Sheet: 4A-3 SFA Pcount and Admin Exp]
- vi. Provide the projected investment income earned by assets not attributable to SFA based on the non-SFA interest rate in b. above and the projected fair market value of non-SFA assets at the end of each plan year.
- vii. Provide the projected investment income earned by assets attributable to SFA based on the SFA interest rate in c. above (excluding investment returns for the plan year in which the sum of annual projected benefit payments and administrative expenses for the year exceeds the beginning-of-year projected SFA assets) and the projected fair market value of SFA assets at the end of each plan year.
- f. The projected SFA exhaustion year. This is the first day of the plan year in which the sum of annual projected benefit payments and administrative expenses for the year exceeds the beginning-of-year projected SFA assets. Note this date is only required for the calculation method under which the requested amount of SFA is determined.

#### Additional instructions for each individual worksheet:

Sheet

#### 4A-1 SFA Determination - non-SFA Interest Rate and SFA Interest Rate

See instructions on 4A-1 Interest Rates.

## 4A-2 SFA Determination - Benefit Payments for the "basic method" for all plans, and for the "increasing assets method" for MRPA plans

This sheet is not required for an IFR filer submitting a supplemented application under  $\S$  4262.4(g)(6) if the total projected benefit payments are the same as those used in the application approved under the interim final rule.

On this sheet, you will provide:

- --Basic plan information (plan name, EIN/PN, SFA measurement date), and
- --Year-by-year deterministic projection of benefit payments.

For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"), identify benefit payments described in § 4262.4(b)(1) for current retirees and beneficiaries, current terminated vested participants not yet in pay status, currently active participants, and new entrants. On this Sheet 4A-2, show all benefit payments as positive amounts.

If the plan has suspended benefit payments under sections 305(e)(9) or 4245(a) of ERISA, the benefit payments in this Sheet 4A-2 projection should reflect prospective reinstatement of benefits assuming such reinstatements commence as of the SFA measurement date. If the plan restored or partially restored benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date, the benefit payments in this Sheet 4A-2 should reflect fully restored prospective benefits.

Make-up payments to be paid to restore <u>previously</u> suspended benefits should <u>not</u> be included in this Sheet 4A-2, and are separately shown in Sheet 4A-4.

Except for the first row in the projection exhibit, each row must include the full plan year of the indicated information up to the plan year ending in 2051. The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date, so the first row may contain less than a full plan year of information. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

# 4A-3 SFA Determination - Participant Count and Administrative Expenses for the "basic method" for all plans, and for the "increasing assets method" for MPRA plans

This sheet is not required for an IFR filer submitting a supplemented application under § 4262.4(g)(6).

On this sheet, you will provide:

- --Basic plan information (plan name, EIN/PN, SFA measurement date), and
- --Year-by-year deterministic projection of participant count and administrative expenses.

For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"), identify the projected total participant count at the beginning of each year, as well as administrative expenses, separately for premiums to PBGC and for all other administrative expenses. On this Sheet 4A-3, show all administrative expenses as positive amounts.

Any amounts owed to PBGC for financial assistance under section 4261 of ERISA should not be included in this Sheet 4A-3.

Except for the first row in the projection exhibit, each row must include the full plan year of the indicated information up to the plan year ending in 2051. The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date, so the first row may contain less than a full plan year of information. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

### 4A-4 SFA Determination - Details for the "basic method" under § 4262.4(a)(1) for all plans

On this sheet, you will provide:

- --Basic plan information (plan name, EIN/PN, SFA measurement date, non-SFA interest rate, SFA interest rate),
- --MPRA plan status and, if applicable, certain MPRA information,
- --Fair Market Value of Assets as of the SFA measurement date,
- --SFA Amount as of the SFA measurement date calculated under the "basic method".
- --Projected SFA exhaustion year (only if the requested amount of SFA is determined under the "basic method"), and
- --Year-by-year deterministic projection.

For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"), provide each of the items requested in Columns (1) through (12). Show payments INTO the plan as positive amounts and payments OUT of the plan as negative amounts.

If the plan has suspended benefit payments under sections 305(e)(9) or 4245(a) of ERISA, Column (5) should show the make-up payments to be paid to restore the <u>previously</u> suspended benefits. These amounts should be determined as if such make-up payments are paid beginning as of the SFA measurement date. If the plan sponsor elects to pay these amounts as a lump sum, then the lump sum amount is assumed paid as of the SFA measurement date. If the plan sponsor elects to pay equal installments over 60 months, the first monthly payment is assumed paid on the first regular payment date on or after the SFA measurement date. See the examples in the SFA Instructions. If the make-up payments are paid over 60 months, each row in the projection should reflect the monthly payments for that period. The prospective reinstatement of suspended benefits is included in Column (4); Column (5) is only for make-up payments for past benefits that were suspended.

Except for the first row in the projection exhibit, each row must include the full plan year of the indicated information up to the plan year ending in 2051. The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date, so the first row may contain less than a full plan year of information. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

### 4A-5 SFA Determination - Details for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans

This sheet is to only be used by MPRA plans. For such plans, this sheet should be completed in addition to Sheet 4A-4.

On this sheet, you will provide:

- --Basic plan information (plan name, EIN/PN, SFA measurement date, non-SFA interest rate, SFA interest rate),
- --MPRA plan status, and if applicable, certain MPRA information,
- --Fair Market Value of Assets as of the SFA measurement date,
- --SFA Amount as of the SFA measurement date calculated under the "increasing assets method",
- --Projected SFA exhaustion year (only if the requested amount of SFA is determined under the "increasing assets method"), and
- --Year-by-year deterministic projection.

This sheet is identical to Sheet 4A-4, and the information in Columns (1) through (6) should be the same as that used in the "basic method" calculation in Sheet 4A-4. The SFA Amount as of the SFA Measurement Date will differ from that calculated in Sheet 4A-4, as it will be calculated in accordance with § 4262.4(a)(2)(i) as the lowest whole dollar amount (not less than \$0) for which, as of the last day of each plan year during the SFA coverage period, projected SFA assets and projected non-SFA assets are both greater than or equal to zero, and, as of the last day of the SFA coverage period, the sum of projected SFA assets and projected non-SFA assets is greater than the amount of such sum as of the last day of the immediately preceding plan year.

## **Version Updates (newest version at top)**

Version Date updated

 $v20220701p \\ 07/01/2022$ 

## SFA Determination - non-SFA Interest Rate and SFA Interest Rate

SFA Interest Rate Match Check:

Provide the non-SFA interest rate and SFA interest rate used, including supporting details on how they were determined.

Match

					4				
PLAN INFORMATION	N								
Abbreviated Plan Name:	Lab 265								
EIN:	31-6127282								
PN:	001								
Initial Application Date:									
SFA Measurement Date:	12/31/2022	of the third calendar more For a plan described in	For a plan other than a plan described in § 4262.4(g) (i.e., for a plan that has <u>not</u> filed an initial application under PBGC's interim final rule), the last day of the third calendar month immediately preceding the plan's initial application date.  For a plan described in § 4262.4(g) (i.e., for a plan that filed an initial application prior to publication of the final rule), the last day of the calendar guestra impediately preceding the spike initial application prior to publication of the final rule).						
Last day of first plan year ending after the measurement date:	10/31/2023	quarter immediately preceding the plan's initial application date.							
Non-SFA Interest Rate U	Jsed:	5.85%	Rate used in projection o	f non-SFA assets.					
SFA Interest Rate Used:		3.77%	Rate used in projection o	f SFA assets.					
Development of non-SF	A interest rate and SFA	interest rate:	_						
Plan Interest Rate:		6.50%	Interest rate used for the most recently completed	funding standard account certification of plan statu					
		Month Year		SA Section 303(h)(2)(C)(cations made under clause (ii)		_			
Month in which plan's in and corresponding segme and (iii) blank if the IRS not yet been issued):		March 2023	2.50%	3.83%	4.06%	24-month average segment rates without regard to interest rate stabilization rules. These rates are issued by IRS each month. For example, the			
I month preceding month in which plan's initial application is filed, and corresponding segment rates:		February 2023	2.31%	3.72%	4.00%	applicable segment rates for August 2021 are 1.13%, 2.70%, and 3.38%. Those rates were issued in <u>IRS Notice 21-50</u> on August 16, 2021 (see page 2 of notice under the heading "24-			
2 months preceding mon application is filed, and c rates:		January 2023	2.13%	3.62%	3.93%	Month Average Segment Rates Without 25-Year Average Adjustment").  They are also available on IRS' Funding Yield			
3 months preceding mon application is filed, and c rates:		December 2022	1.95%	3.50%	3.85%	Curve Segment Rate Tables web page (See Funding Table 3 under the heading "24-Month Average Segment Rates Not Adjusted").			
Non-SFA Interest Rate L	imit (lowest 3rd segment i	rate plus 200 basis points	s):		5.85%	This amount is calculated based on the other information entered above.			
Non-SFA Interest Rate C Plan Interest Rate and N Limit):	,	5.85%	This amount is calculated based on the other information entered above.						
Non-SFA Interest Rate Match Check: Match			If the non-SFA Interest Rate Calculation is not equal to the non-SFA Interest Rate Used, provide explanation below.						
SFA Interest Rate Limit (	(lowest average of the 3 se	egment rates plus 67 basi	This amount is calculated based on the information entered.			This amount is calculated based on the other information entered.			
SFA Interest Rate Calculation (lesser of Plan Interest Rate and SFA Interest Rate Limit): 3.77%			This amount is calculated	l based on the other infor	mation entered above.	_			

If the SFA Interest Rate Calculation is not equal to the SFA Interest Rate Used, provide explanation below.

SFA Determination - Benefit Payments for the "basic method" for all plans, and for the "increasing assets method" for MRPA plans

Abbreviated Plan Name:	Lab 265				
EIN:	31-6127282				
PN:	001				
SFA Measurement Date:	12/31/2022				

		On this Sheet, show all benefit payment amounts as positive amounts.							
		PROJECTED BENEFIT PAYMENTS for:							
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Current Retirees and Beneficiaries in Pay Status	Current Terminated Vested Participants	Current Active Participants	New Entrants	Total			
01/01/2023	10/31/2023	\$5,905,033	\$619,311	\$191,043	\$0	\$6,715,387			
11/01/2023	10/31/2024	\$6,876,828	\$937,599	\$304,886	\$0	\$8,119,313			
11/01/2024	10/31/2025	\$6,665,387	\$1,107,017	\$376,146	\$83	\$8,148,633			
11/01/2025	10/31/2026	\$6,451,633	\$1,258,290	\$454,129	\$2,779	\$8,166,831			
11/01/2026	10/31/2027	\$6,235,379	\$1,395,475	\$522,012	\$9,683	\$8,162,549			
11/01/2027	10/31/2028	\$6,016,425	\$1,511,049	\$585,866	\$19,061	\$8,132,401			
11/01/2028	10/31/2029	\$5,794,581	\$1,614,446	\$643,304	\$29,132	\$8,081,463			
11/01/2029	10/31/2030	\$5,569,750	\$1,704,789	\$691,822	\$40,094	\$8,006,455			
11/01/2030	10/31/2031	\$5,341,927	\$1,783,590	\$733,485	\$51,994	\$7,910,996			
11/01/2031	10/31/2032	\$5,111,168	\$1,845,371	\$767,748	\$64,797	\$7,789,084			
11/01/2032	10/31/2033	\$4,877,608	\$1,894,359	\$793,399	\$78,815	\$7,644,181			
11/01/2033	10/31/2034	\$4,641,447	\$1,932,986	\$813,630	\$94,631	\$7,482,694			
11/01/2034	10/31/2035	\$4,402,988	\$1,959,803	\$833,123	\$113,789	\$7,309,703			
11/01/2035	10/31/2036	\$4,162,634	\$1,983,280	\$849,632	\$133,502	\$7,129,048			
11/01/2036	10/31/2037	\$3,920,904	\$1,999,162	\$869,883	\$152,893	\$6,942,842			
11/01/2037	10/31/2038	\$3,678,461	\$2,007,365	\$886,572	\$172,762	\$6,745,160			
11/01/2038	10/31/2039	\$3,436,082	\$2,008,641	\$895,431	\$193,384	\$6,533,538			
11/01/2039	10/31/2040	\$3,194,638	\$2,011,130	\$899,208	\$214,608	\$6,319,584			
11/01/2040	10/31/2041	\$2,955,139	\$2,007,190	\$898,953	\$236,263	\$6,097,545			
11/01/2041	10/31/2042	\$2,718,715	\$1,993,119	\$895,724	\$258,254	\$5,865,812			
11/01/2042	10/31/2043	\$2,486,587	\$1,973,358	\$891,055	\$281,248	\$5,632,248			
11/01/2043	10/31/2044	\$2,260,057	\$1,948,056	\$885,827	\$304,924	\$5,398,864			
11/01/2044	10/31/2045	\$2,040,430	\$1,912,775	\$880,730	\$331,602	\$5,165,537			
11/01/2045	10/31/2046	\$1,829,042	\$1,865,588	\$870,156	\$359,611	\$4,924,397			
11/01/2046	10/31/2047	\$1,627,212	\$1,808,493	\$854,914	\$387,016	\$4,677,635			
11/01/2047	10/31/2048	\$1,436,152	\$1,744,382	\$835,875	\$414,228	\$4,430,637			
11/01/2048	10/31/2049	\$1,256,994	\$1,675,001	\$812,716	\$441,137	\$4,185,848			
11/01/2049	10/31/2050	\$1,090,695	\$1,601,759	\$788,170	\$467,788	\$3,948,412			
11/01/2050	10/31/2051	\$937,985	\$1,525,750	\$761,242	\$494,077	\$3,719,054			

TEMPLATE 4A - Sheet 4A-3 v20220701p

SFA Determination - Participant Count and Administrative Expenses for the "basic method" for all plans, and for the "increasing assets method" for MPRA plans

See Template 4A Instructions for Additional Instructions for Sheet 4A-3.

#### PLAN INFORMATION

Abbreviated Plan Name:	Lab 265				
EIN:	31-6127282				
PN:	001				
SFA Measurement Date:	12/31/2022				

On this Sheet, show all administrative expense amounts as positive amounts.

PROJECTED ADMINISTRATIVE EXPENSES for:

#### Total Participant Count SFA Measurement Date at Beginning of Plan / Plan Year Start Date Plan Year End Date Year PBGC Premiums Other Total 01/01/2023 10/31/2023 N/A \$388,770 \$439,330 \$50,560 11/01/2023 1588 \$55,580 10/31/2024 \$407,981 \$463,561 11/01/2024 10/31/2025 1593 \$58,941 \$420,220 \$479,161 11/01/2025 10/31/2026 1599 \$60,762 \$432,827 \$493,589 11/01/2026 10/31/2027 1609 \$62,751 \$445,812 \$508,563 11/01/2027 \$64,840 \$524,026 10/31/2028 1621 \$459,186 11/01/2028 1630 \$68,460 \$472,962 \$541,422 10/31/2029 11/01/2029 10/31/2030 1638 \$70,434 \$557,585 \$487,151 \$72,336 11/01/2030 10/31/2031 1644 \$501,766 \$574,102 11/01/2031 1647 \$85,644 \$602,463 10/31/2032 \$516,819 \$532,324 11/01/2032 10/31/2033 1649 \$89,046 \$621,370 11/01/2033 10/31/2034 1650 \$90,750 \$548,294 \$639,044 11/01/2034 10/31/2035 1650 \$94,050 \$564,743 \$658,793 11/01/2035 10/31/2036 1648 \$97,232 \$581,685 \$678,917 11/01/2036 10/31/2037 1647 \$98,820 \$599,136 \$697,956 11/01/2037 1644 \$101,928 \$719,038 10/31/2038 \$617,110 11/01/2038 10/31/2039 1639 \$104,896 \$635,623 \$740,519 \$762,404 11/01/2039 10/31/2040 1632 \$107,712 \$654,692 11/01/2040 10/31/2041 1623 \$110,364 \$674,333 \$784,697 11/01/2041 10/31/2042 1614 \$112,980 \$694,563 \$807,543 11/01/2042 10/31/2043 1604 \$115,488 \$715,400 \$830,888 11/01/2043 10/31/2044 1592 \$117,808 \$736,862 \$854,670 11/01/2044 10/31/2045 1581 \$120,156 \$758,968 \$879,124 11/01/2045 10/31/2046 1565 \$123,635 \$781,737 \$905,372 11/01/2046 10/31/2047 1550 \$125,550 \$805,189 \$930,739 11/01/2047 1534 \$956,667 10/31/2048 \$127,322 \$829,345 11/01/2048 10/31/2049 1516 \$130,376 \$854,225 \$984,601 11/01/2049 1499 \$133,411 \$879,852 \$1,013,263 10/31/2050 11/01/2050 10/31/2051 \$906,248 \$1,041,019 1481 \$134,771

SFA Determination - Details for the "basic method" under § 4262.4(a)(1) for all plans

Non-SFA Interest Rate: 5.85%

SFA Interest Rate:

See Template 4A Instructions for Additional Instructions for Sheet 4A-4.

PLAN INFORMATIO	N		
Abbreviated Plan Name:	Lab 265		
EIN:	31-6127282		
PN:	001		
MPRA Plan?	No	Meets the definition of a MPRA plan described in §	4262.4(a)(3)?
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A	MPRA increasing assets method described in § 426 MPRA present value method described in § 4262.4	
SFA Measurement Date:	12/31/2022		
	\$32,262,178		
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	\$55,618,248	Per § 4262.4(a)(1), the lowest whole dollar amount which, as of the last day of each plan year during th projected SFA assets and projected non-SFA assets equal to zero.	SFA coverage period,
Projected SFA exhaustion year:	11/01/2029	Only required on this sheet if the requested amount Plan Year Start Date of the plan year in which the si year exceeds the beginning-of-year projected SFA a	ım of annual projected benefit payments and administrative expe
SFA Measurement Date under the method calculated in this Sheet: Projected SFA	\$55,618,248	which, as of the last day of each plan year during th projected SFA assets and projected non-SFA assets equal to zero.  Only required on this sheet if the requested amount Plan Year Start Date of the plan year in which the s	SFA coverage period, are both greater than or of SFA is based on the "basic method". In of annual projected benefit payments and administration of annual projected benefit payments and administration.

		On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.											
		(1)	(2)	(3)	(4)	(5) Make-up Payments	(6)	(7)	(8)	(9)	(10)	(11)	(12) Projected Non-SFA
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments (should match total from Sheet 4A-2)	Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA; should match total from Sheet 4A-3)	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from SFA Assets	SFA Investment Income Based on SFA Interest Rate	Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	Non-SFA Investment Income Based on Non- SFA Interest Rate	Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))
01/01/2023	10/31/2023	\$1,714,402	\$41,859	·	-\$6,715,387		-\$439,330	-\$7,154,717	\$1,630,752	\$50,094,283	\$0	\$1,607,383	\$35,625,822
11/01/2023	10/31/2024	\$2,031,771	\$55,812		-\$8,119,313		-\$463,561	-\$8,582,874	\$1,728,264	\$43,239,673	\$0	\$2,144,305	\$39,857,710
11/01/2024	10/31/2025	\$2,006,575	\$55,812		-\$8,148,633		-\$479,161	-\$8,627,794	\$1,469,006	\$36,080,885	\$0	\$2,391,144	\$44,311,241
11/01/2025	10/31/2026	\$1,981,691	\$55,812		-\$8,166,831		-\$493,589	-\$8,660,420	\$1,198,511	\$28,618,976	\$0	\$2,650,958	\$48,999,702
11/01/2026	10/31/2027	\$1,957,120	\$55,812		-\$8,162,549		-\$508,563	-\$8,671,112			\$0	\$2,924,524	\$53,937,158
11/01/2027	10/31/2028	\$1,932,852	\$55,812		-\$8,132,401		-\$524,026	-\$8,656,427			\$0	\$3,212,665	\$59,138,487
11/01/2028	10/31/2029	\$1,908,885	\$55,812		-\$8,081,463		-\$541,422	-\$8,622,885	\$322,781	\$4,533,271	\$0		\$64,619,436
11/01/2029	10/31/2030	\$1,889,795	\$55,812		-\$8,006,455		-\$557,585		\$0		4 .,	\$3,720,113	\$66,254,387
11/01/2030	10/31/2031	\$1,870,895	\$55,812		-\$7,910,996		-\$574,102	\$0			-\$8,485,098	\$3,686,775	\$63,382,771
11/01/2031	10/31/2032	\$1,852,186	\$55,812		-\$7,789,084		-\$602,463	\$0			-\$8,391,547	\$3,520,944	\$60,420,166
11/01/2032	10/31/2033	\$1,833,662	\$55,812		-\$7,644,181		-\$621,370			7.7	-\$8,265,551	\$3,350,730	\$57,394,819
11/01/2033	10/31/2034	\$1,815,324	\$55,812		-\$7,482,694		-\$639,044		***		-\$8,121,738	\$3,177,365	\$54,321,582
11/01/2034	10/31/2035	\$1,797,172	\$55,812		-\$7,309,703		-\$658,793	\$0	***		-\$7,968,496	\$3,001,476	\$51,207,546
11/01/2035	10/31/2036	\$1,779,199	\$55,812		-\$7,129,048		-\$678,917	\$0		***	-\$7,807,965	\$2,823,416	\$48,058,008
11/01/2036	10/31/2037	\$1,761,407	\$55,812		-\$6,942,842		-\$697,956				41,010,10	\$2,643,475	\$44,877,904
11/01/2037	10/31/2038	\$1,743,795	\$55,812		-\$6,745,160		-\$719,038			7.7	41,101,110	\$2,462,023	\$41,675,336
11/01/2038	10/31/2039	\$1,726,358	\$55,812		-\$6,533,538		-\$740,519				47,=7.1,000	\$2,279,652	\$38,463,101
11/01/2039	10/31/2040	\$1,709,096	\$55,812		-\$6,319,584		-\$762,404	\$0	***		\$7,001,700	\$2,096,777	\$35,242,798
11/01/2040	10/31/2041	\$1,692,004	\$55,812		-\$6,097,545		-\$784,697	\$0			***,******	\$1,913,656	\$32,022,028
11/01/2041	10/31/2042	\$1,675,086	\$55,812		-\$5,865,812		-\$807,543			***	-\$6,673,355	\$1,730,776	\$28,810,347
11/01/2042	10/31/2043	\$1,658,333			-\$5,632,248		-\$830,888				***************************************	\$1,546,862	\$25,552,406
11/01/2043	10/31/2044	\$1,641,749			-\$5,398,864		-\$854,670	\$0			*********	\$1,361,838	\$22,302,459
11/01/2044	10/31/2045	\$1,625,330			-\$5,165,537		-\$879,124				-\$6,044,661	\$1,177,266	\$19,060,394
11/01/2045	10/31/2046	\$1,609,075			-\$4,924,397		-\$905,372	\$0	***		-\$5,829,769	\$993,332	\$15,833,032
11/01/2046	10/31/2047	\$1,592,984			-\$4,677,635		-\$930,739	\$0			\$5,000,571	\$810,451	\$12,628,093
11/01/2047	10/31/2048	\$1,577,052			-\$4,430,637		-\$956,667	\$0		7.7	-\$5,387,304	\$628,878	\$9,446,719
11/01/2048	10/31/2049	\$1,561,279			-\$4,185,848		-\$984,601	\$0			45,170,117	\$448,565	\$6,286,114
11/01/2049	10/31/2050	\$1,545,666			-\$3,948,412		-\$1,013,263	\$0			4.,,,	\$269,239	\$3,139,344
11/01/2050	10/31/2051	\$1,530,211			-\$3,719,054		-\$1,041,019	\$0	\$0	\$0	-\$4,760,073	\$90,521	\$3

TEMPLATE 4A - Sheet 4A-5

SFA Determination - Details for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans

See Template 4A Instructions for Additional Instructions for Sheet 4A-5.	
--	--

PLAN INFORMATION	V	
Abbreviated Plan Name:		
EIN:		
PN:		
MPRA Plan?		Meets the definition of a MPRA plan described in § 4262.4(a)(3)?
If a MPRA Plan, which method yields the greatest amount of SFA?		MPRA increasing assets method described in § 4262.4(a)(2)(i). MPRA present value method described in § 4262.4(a)(2)(ii).
SFA Measurement Date:		
Fair Market Value of Assets as of the SFA Measurement Date:		
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:		Per § 4262.4(a)(2)(i), the lowest whole dollar amount (not less than \$0) for which, as of the last day of each plan year during the SFA coverage period, projected SFA assets and projected non-SFA assets are both greater than or equal to zero, and, as of the last day of the SFA coverage period, the sum of projected SFA assets and projected non-SFA assets is greater than the amount of such sum as of the last day of the immediately preceding plan year.
Projected SFA exhaustion year:		Only required on this sheet if the requested amount of SFA is based on the "increasing assets method".  Plan Year Start Date of the plan year in which the sum of annual projected benefit payments and administrative expenses for the year exceeds the beginning-of-year projected SFA assets.
Non-SFA Interest Rate:		
SFA Interest Rate:		

	On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.											
	(1)	(2)	(3)	(4)	(5) Make-up Payments	(6)	(7)	(8)	(9)	(10)	(11)	(12) Projected Non-SFA
SFA Measurement Date / Plan Year Start Date Plan Year End Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments (should match total from Sheet 4A-2)	Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	(excluding amount owed	Administrative Expenses		Projected SFA Assets at End of Plan Year (prior year assets + (7) + (8))	Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6)) Paid from Non-SFA Assets	Non-SFA Investment Income Based on Non- SFA Interest Rate	Assets at End of Plan Year (prior year assets + (1) + (2) + (3) + (10) + (11))

# This document goes into effect August 8, 2022. Any applications filed before then would be under

TEMPLATE 5A

Baseline - for non-MPRA plans using the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

File name: Template 5A Plan Name, where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (5) of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

This Template 5A is not required if all assumptions and methods used to determine the requested SFA amount are identical to those used in the most recent actuarial certification of plan status completed before 1/1/2021 ("pre-2021 certification of plan status"), except the non-SFA and SFA interest rates, and except any assumptions that were changed in accordance with Section III, Acceptable Assumption Changes in PBGC's SFA assumptions guidance (other than the acceptable assumption change for "missing" terminated vested participants described in Section III.E. of PBGC's SFA assumptions guidance).

Provide a separate deterministic projection ("Baseline") using the same calculation methodology used to determine the requested SFA amount, in the same format as Template 4A (Sheets 4A-2, 4A-3, and either 4A-4 or 4A-5) that shows the amount of SFA that would be determined if all underlying assumptions and methods used in the projection were the same as those used in the pre-2021 certification of plan status, except the plan's non-SFA interest rate and SFA interest rate, which should be the same as used in Template 4A (Sheet 4A-1).

For purposes of this Template 5A, any assumption change made in accordance with Section III, Acceptable Assumption Changes, in PBGC's SFA assumptions guidance should be reflected in this Baseline calculation of the SFA amount and supporting projection information, except that an assumption change for "missing" terminated vested participants described in Section III.E of PBGC's SFA assumptions guidance should <u>not</u> be reflected in the Baseline projections. See examples in the SFA instructions for Section C, Item (5).

#### Additional instructions for each individual worksheet:

Sheet

5A-1 Baseline - Benefit Payments for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 4A instructions for Sheet 4A-2, except provide the benefit payment projection used to determine the Baseline SFA amount.

5A-2 Baseline - Participant Count and Administrative Expenses for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 4A instructions for Sheet 4A-3, except provide the projected total participant count and administrative expense projection used to determine the Baseline SFA amount.

5A-3 Baseline - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

For non-MPRA plans, see Template 4A instructions for Sheet 4A-4, except provide the projection used to determine the Baseline SFA amount under the "basic method" described in § 4262.4(a)(1). Unlike Sheet 4A-4, it is not necessary to explicitly identify the projected SFA exhaustion year in Sheet 5A-3.

For MPRA plans for which the requested amount of SFA is determined under the "increasing assets method", see Template 4A instructions for Sheet 4A-5, except provide the projection used to determine the Baseline SFA amount under the "increasing assets method" described in § 4262.4(a)(2)(i). Unlike Sheet 4A-5, it is not necessary to identify the projected SFA exhaustion year in Sheet 5A-3.

## **Version Updates (newest version at top)**

Version Date updated v20220701p 07/01/2022

Baseline - Benefit Payments for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 4A instructions for Sheet 4A-2, except provide the benefit payment projection used to determine the Baseline SFA amount.

Abbreviated Plan Name:	ab 265				
EIN:	31-6127282				
PN:	001				
SFA Measurement Date:	12/31/2022				

		On this Sheet, show all benefit payment amounts as positive amounts.								
		PROJECTED BENEFIT PAYMENTS for:								
SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Current Retirees and Beneficiaries in Pay Status	Current Terminated Vested Participants	Current Active Participants	New Entrants	Total				
01/01/2023	10/31/2023	\$5,905,034	\$619,311	\$191,075	\$0	\$6,715,420				
11/01/2023	10/31/2024	\$6,876,828	\$937,599	\$305,034	\$0	\$8,119,461				
11/01/2024	10/31/2025	\$6,665,387	\$1,107,017	\$376,508	\$72	\$8,148,984				
11/01/2025	10/31/2026	\$6,451,633	\$1,258,290	\$454,862	\$2,400	\$8,167,185				
11/01/2026	10/31/2027	\$6,235,380	\$1,395,475	\$523,230	\$8,600	\$8,162,685				
11/01/2027	10/31/2028	\$6,016,425	\$1,511,049	\$587,656	\$17,457	\$8,132,587				
11/01/2028	10/31/2029	\$5,794,583	\$1,614,446	\$645,701	\$27,424	\$8,082,154				
11/01/2029	10/31/2030	\$5,569,750	\$1,704,789	\$694,797	\$38,548	\$8,007,884				
11/01/2030	10/31/2031	\$5,341,926	\$1,783,590	\$737,008	\$50,846	\$7,913,370				
11/01/2031	10/31/2032	\$5,111,168	\$1,845,371	\$771,797	\$64,281	\$7,792,617				
11/01/2032	10/31/2033	\$4,877,609	\$1,894,359	\$797,953	\$79,116	\$7,649,037				
11/01/2033	10/31/2034	\$4,641,448	\$1,932,986	\$818,684	\$95,869	\$7,488,987				
11/01/2034	10/31/2035	\$4,402,988	\$1,959,803	\$838,685	\$115,940	\$7,317,416				
11/01/2035	10/31/2036	\$4,162,635	\$1,983,280	\$855,735	\$137,119	\$7,138,769				
11/01/2036	10/31/2037	\$3,920,903	\$1,999,162	\$876,590	\$158,463	\$6,955,118				
11/01/2037	10/31/2038	\$3,678,460	\$2,007,365	\$893,889	\$180,528	\$6,760,242				
11/01/2038	10/31/2039	\$3,436,082	\$2,008,641	\$903,332	\$203,614	\$6,551,669				
11/01/2039	10/31/2040	\$3,194,637	\$2,011,130	\$907,652	\$227,586	\$6,341,005				
11/01/2040	10/31/2041	\$2,955,139	\$2,007,190	\$907,878	\$252,282	\$6,122,489				
11/01/2041	10/31/2042	\$2,718,713	\$1,993,119	\$905,114	\$277,585	\$5,894,531				
11/01/2042	10/31/2043	\$2,486,587	\$1,973,358	\$900,881	\$304,070	\$5,664,896				
11/01/2043	10/31/2044	\$2,260,057	\$1,948,056	\$896,088	\$331,567	\$5,435,768				
11/01/2044	10/31/2045	\$2,040,430	\$1,912,775	\$891,375	\$362,130	\$5,206,710				
11/01/2045	10/31/2046	\$1,829,042	\$1,865,588	\$881,085	\$394,451	\$4,970,166				
11/01/2046	10/31/2047	\$1,627,213	\$1,808,493	\$866,054	\$426,811	\$4,728,571				
11/01/2047	10/31/2048	\$1,436,153	\$1,744,382	\$847,159	\$459,397	\$4,487,091				
11/01/2048	10/31/2049	\$1,256,994	\$1,675,001	\$824,078	\$492,085	\$4,248,158				
11/01/2049	10/31/2050	\$1,090,695	\$1,601,759	\$799,597	\$524,868	\$4,016,919				
11/01/2050	10/31/2051	\$937,986	\$1,525,750	\$772,685	\$557,606	\$3,794,027				

**TEMPLATE 5A - Sheet 5A-2** v20220701p

Baseline - Participant Count and Administrative Expenses for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 4A instructions for Sheet 4A-3, except provide the projected total participant count and administrative expense projection used to determine the Baseline SFA amount.

Abbreviated Plan Name:	Lab 265					
EIN:	31-6127282					
PN:	001					
SFA Measurement Date:	12/31/2022					

On this Sheet, show all administrative expense amounts as positive amounts.
---

			PROJECTED ADMINISTRATIVE EXPENSES for:				
SFA Measurement Date		Total Participant Count at Beginning of Plan					
/ Plan Year Start Date	Plan Year End Date	Year	PBGC Premiums	Other	Total		
01/01/2023	10/31/2023	N/A	\$49,984	\$331,079	\$381,063		
11/01/2023	10/31/2024	1574	\$55,090	\$392,291	\$447,381		
11/01/2024	10/31/2025	1583	\$58,571	\$396,214	\$454,785		
11/01/2025	10/31/2026	1592	\$58,904	\$400,176	\$459,080		
11/01/2026	10/31/2027	1605	\$60,990	\$404,178	\$465,168		
11/01/2027	10/31/2028	1619	\$61,522	\$408,220	\$469,742		
11/01/2028	10/31/2029	1630	\$63,570	\$412,302	\$475,872		
11/01/2029	10/31/2030	1640	\$63,960	\$416,425	\$480,385		
11/01/2030	10/31/2031	1648	\$64,272	\$420,589	\$484,861		
11/01/2031	10/31/2032	1654	\$86,008	\$424,795	\$510,803		
11/01/2032	10/31/2033	1659	\$87,927	\$429,043	\$516,970		
11/01/2033	10/31/2034	1663	\$88,139	\$433,333	\$521,472		
11/01/2034	10/31/2035	1666	\$89,964	\$437,666	\$527,630		
11/01/2035	10/31/2036	1669	\$90,126	\$442,043	\$532,169		
11/01/2036	10/31/2037	1671	\$91,905	\$446,463	\$538,368		
11/01/2037	10/31/2038	1672	\$91,960	\$450,928	\$542,888		
11/01/2038	10/31/2039	1671	\$93,576	\$455,437	\$549,013		
11/01/2039	10/31/2040	1670	\$93,520	\$459,991	\$553,511		
11/01/2040	10/31/2041	1667	\$95,019	\$464,591	\$559,610		
11/01/2041	10/31/2042	1663	\$94,791	\$469,237	\$564,028		
11/01/2042	10/31/2043	1657	\$96,106	\$473,929	\$570,035		
11/01/2043	10/31/2044	1652	\$97,468	\$478,668	\$576,136		
11/01/2044	10/31/2045	1646	\$97,114	\$483,455	\$580,569		
11/01/2045	10/31/2046	1637	\$98,220	\$488,290	\$586,510		
11/01/2046	10/31/2047	1628	\$97,680	\$493,173	\$590,853		
11/01/2047	10/31/2048	1618	\$98,698	\$498,105	\$596,803		
11/01/2048	10/31/2049	1608	\$99,696	\$503,086	\$602,782		
11/01/2049	10/31/2050	1598	\$99,076	\$508,117	\$607,193		
11/01/2050	10/31/2051	1587	\$99,981	\$513,198	\$613,179		

Baseline - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the Baseline SFA amount.

TEAN INTORNATION						
Abbreviated Plan Name:	Lab 265					
EIN:	31-6127282					
PN:	001					
MPRA Plan?	No					
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A					
SFA Measurement Date:	12/31/2022					
Fair Market Value of Assets as of the SFA Measurement Date:	\$32,262,178					
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	\$48,155,052					
Non-SFA Interest Rate:	5.85%					
SFA Interest Rate:	3.77%					

			On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.										
		(1)	(2)	(3) Other Payments to Plan	(4) Benefit Payments	(5) Make-up Payments Attributable to Reinstatement of Benefits Suspended	(6) Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA;	(7) Benefit Payments (from (4) and (5)) and Administrative	(8) SFA Investment Income	(9) Projected SFA Assets at End of Plan Year	(10) Benefit Payments (from (4) and (5)) and Administrative Expenses (from (6))	(11) Non-SFA Investment	(12) Projected Non-SFA Assets at End of Plan Year (prior year assets +
SFA Measurement Date			Withdrawal Liability	(excluding financial	(should match total	through the SFA	should match total from		Based on SFA Interest	(prior year assets +	Paid from Non-SFA	Income Based on Non-	(1) + (2) + (3) +
/ Plan Year Start Date	Plan Year End Date	Contributions	Payments	assistance and SFA)	from Sheet 5A-1)	Measurement Date	Sheet 5A-2)	Paid from SFA Assets	Rate	(7) + (8))	Assets	SFA Interest Rate	(10) + (11))
01/01/2023	10/31/2023	\$1,817,208	\$41,859		-\$6,715,420		-\$381,063				\$0		\$35,731,093
11/01/2023	10/31/2024	\$2,180,650	\$55,812		-\$8,119,461		-\$447,381	-\$8,566,842	\$1,440,618	\$35,330,260	\$0	\$2,154,756	\$40,122,311
11/01/2024	10/31/2025	\$2,180,650	\$55,812		-\$8,148,984		-\$454,785			\$27,897,761	\$0	\$2,411,642	\$44,770,415
11/01/2025	10/31/2026	\$2,180,650	\$55,812		-\$8,167,185		-\$459,080				\$0	\$2,683,556	\$49,690,433
11/01/2026	10/31/2027	\$2,180,650	\$55,812		-\$8,162,685		-\$465,168				\$0	\$2,971,377	\$54,898,272
11/01/2027	10/31/2028	\$2,180,650	\$55,812		-\$8,132,587		-\$469,742		\$296,771	\$3,827,712	\$0	\$3,276,036	\$60,410,770
11/01/2028	10/31/2029	\$2,180,650	\$55,812		-\$8,082,154		-\$475,872				-\$4,730,314	\$3,462,122	\$61,379,040
11/01/2029	10/31/2030	\$2,180,650	\$55,812		-\$8,007,884		-\$480,385				-\$8,488,269	\$3,410,407	\$58,537,640
11/01/2030	10/31/2031	\$2,180,650	\$55,812		-\$7,913,370		-\$484,861		\$0	\$0	-\$8,398,231	\$3,246,782	\$55,622,653
11/01/2031	10/31/2032	\$2,180,650	\$55,812		-\$7,792,617		-\$510,803		\$0		-\$8,303,420	\$3,078,989	\$52,634,684
11/01/2032	10/31/2033	\$2,180,650	\$55,812		-\$7,649,037		-\$516,970		\$0	\$0	-\$8,166,007	\$2,908,155	\$49,613,294
11/01/2033	10/31/2034	\$2,180,650	\$55,812		-\$7,488,987		-\$521,472		\$0	\$0	-\$8,010,459	\$2,735,889	\$46,575,186
11/01/2034	10/31/2035	\$2,180,650	\$55,812		-\$7,317,416		-\$527,630		\$0	\$0	-\$7,845,046	\$2,562,929	\$43,529,531
11/01/2035	10/31/2036	\$2,180,650	\$55,812		-\$7,138,769		-\$532,169		\$0	\$0	-\$7,670,938	\$2,389,778	\$40,484,833
11/01/2036	10/31/2037	\$2,180,650	\$55,812		-\$6,955,118		-\$538,368	\$0	\$0	\$0	-\$7,493,486	\$2,216,780	\$37,444,589
11/01/2037	10/31/2038	\$2,180,650	\$55,812		-\$6,760,242		-\$542,888		\$0	\$0	-\$7,303,130	\$2,044,415	\$34,422,336
11/01/2038	10/31/2039	\$2,180,650	\$55,812		-\$6,551,669		-\$549,013	\$0	\$0	\$0	-\$7,100,682	\$1,873,450	\$31,431,566
11/01/2039	10/31/2040	\$2,180,650	\$55,812		-\$6,341,005		-\$553,511	\$0	\$0	\$0	-\$6,894,516	\$1,704,435	\$28,477,947
11/01/2040	10/31/2041	\$2,180,650	\$55,812		-\$6,122,489		-\$559,610	\$0	\$0	\$0	-\$6,682,099	\$1,537,773	\$25,570,083
11/01/2041	10/31/2042	\$2,180,650	\$55,812		-\$5,894,531		-\$564,028	\$0	\$0	\$0	-\$6,458,559	\$1,374,109	\$22,722,095
11/01/2042	10/31/2043	\$2,180,650			-\$5,664,896		-\$570,035	\$0	\$0	\$0	-\$6,234,931	\$1,212,340	\$19,880,154
11/01/2043	10/31/2044	\$2,180,650			-\$5,435,768		-\$576,136	\$0	\$0	\$0	-\$6,011,904	\$1,052,518	\$17,101,418
11/01/2044	10/31/2045	\$2,180,650			-\$5,206,710		-\$580,569	\$0	\$0	\$0	-\$5,787,279	\$896,438	\$14,391,227
11/01/2045	10/31/2046	\$2,180,650			-\$4,970,166		-\$586,510	\$0	\$0	\$0	-\$5,556,676	\$744,541	\$11,759,742
11/01/2046	10/31/2047	\$2,180,650			-\$4,728,571		-\$590,853	\$0	\$0	\$0	-\$5,319,424	\$597,441	\$9,218,409
11/01/2047	10/31/2048	\$2,180,650			-\$4,487,091		-\$596,803	\$0	\$0	\$0	-\$5,083,894	\$455,564	\$6,770,729
11/01/2048	10/31/2049	\$2,180,650			-\$4,248,158		-\$602,782	\$0	\$0	\$0	-\$4,850,940	\$319,092	\$4,419,531
11/01/2049	10/31/2050	\$2,180,650			-\$4,016,919		-\$607,193	\$0	\$0	\$0	-\$4,624,112	\$188,087	\$2,164,156
11/01/2050	10/31/2051	\$2,180,650			-\$3,794,027		-\$613,179	\$0	\$0	\$0	-\$4,407,206	\$62,402	\$2

## This document goes into effect August 8, 2022. Any applications filed before then would be under

**TEMPLATE 6A** v20220701p

Reconciliation - for non-MPRA plans using the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

File name: Template 6A Plan Name, where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (6) of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

This Template 6A is not required if all assumptions and methods used to determine the requested SFA amount are identical to those used in the most recent actuarial certification of plan status completed before 1/1/2021 ("pre-2021 certification of plan status"), except the non-SFA and SFA interest rates, and except any assumptions changed in accordance with Section III, Acceptable Assumption Changes, in PBGC's SFA assumptions guidance (other than the acceptable assumption change for "missing" terminated vested participants described in Section III.E of PBGC's SFA assumptions guidance).

This Template 6A is also not required if the requested SFA amount from Template 4A is the same as the SFA amount shown in Template 5A (Baseline).

If the assumptions/methods used to determine the requested SFA amount differ from those in the "Baseline" projection in Template 5A, then provide a reconciliation of the change in the total amount of SFA due to each change in assumption/method from the Baseline to the requested SFA as shown in Template 4A.

For each assumption/method change from the Baseline through the requested SFA amount, provide a deterministic projection using the same calculation methodology used to determine the requested SFA amount, in the same format as Template 4A (either Sheet 4A-4 or Sheet 4A-5).

#### Additional instructions for each individual worksheet:

Sheet

6A-1 Reconciliation - Summary for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

For Item number 1, show the SFA amount determined in Template 5A using the "Baseline" assumptions and methods. If there is only one change in assumptions/methods between the Baseline (Template 5A) and the requested SFA amount (Template 4A), then show on Item number 2 the requested SFA amount, and briefly identify the change in assumptions from the Baseline.

If there is more than one change in assumptions/methods from the Baseline, show each individual change as a separate Item number. Each Item number should reflect all changes already measured in the prior Item number. For example, the difference between the SFA amount shown for Item number 4 and Item number 5 should be the incremental change due to changing the identified single assumption/method. The Item numbers should show assumption/method changes in the order that they were incrementally measured.

# 6A-2 Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

For non-MPRA plans, see Template 4A instructions for Sheet 4A-4, except provide the projection used to determine the intermediate Item number 2 SFA amount from Sheet 6A-1 under the "basic method" described in § 4262.4(a)(1). Unlike Sheet 4A-4, it is not necessary to explicitly identify the projected SFA exhaustion year in Sheet 6A-2.

For MPRA plans for which the requested amount of SFA is determined under the "increasing assets method", see Template 4A instructions for Sheet 4A-5, except provide the projection used to determine each intermediate SFA amount from Sheet 6A-1 under the "increasing assets method" described in § 4262.4(a)(2)(i). Unlike Sheet 4A-5, it is not necessary to explicitly identify the projected SFA exhaustion year in Sheet 6A-2.

A Reconciliation Details sheet is not needed for the last Item number shown in the Sheet 6A-1 Reconciliation, since the information should be the same as shown in Template 4A. For example, if there is only one assumption change from the Baseline, then Item number 2 should identify what assumption changed between the Baseline and Item number 2, where Item number 2 is the requested SFA amount. Since details on the determination of the requested SFA amount are shown in Template 4A, a separate Sheet 6A-2 Reconciliation Details is not required here.

6A-3 Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See instructions for 6A-2 Reconciliation Details, except for the intermediate Item number 3 SFA amount from Sheet 6A-1.

6A-4 Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See instructions for 6A-2 Reconciliation Details, except for the intermediate Item number 4 SFA amount from Sheet 6A-1.

6A-5 Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See instructions for 6A-2 Reconciliation Details, except for the intermediate Item number 5 SFA amount from Sheet 6A-1.

## **Version Updates (newest version at top)**

Version Date updated

v20220701p 07/01/2022

**TEMPLATE 6A - Sheet 6A-1** 

Reconciliation - Summary for the "basic method", or for MPRA plans for which the requested amount of SFA is determined under the "increasing assets method"

See Template 6A Instructions for Additional Instructions for Sheet 6A-1.

#### PLAN INFORMATION

Abbreviated Plan Name:	Lab 265	
EIN:	31-6127282	
PN:	001	
	No	
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A	

Item number	Basis for Assumptions/Methods. For each Item, briefly describe the incremental change reflected in the SFA amount.	Change in SEA Amount (from prior Item	SFA Amount	NOTE: A sheet with Recon Details is not required for the last Item number provided, since that information should be the same as provided in Template 4A.
1	Baseline	N/A	\$48,155,052	From Template 5A.
2	Update to Administrative Expenses	\$2,120,193	\$50,275,245	Show details supporting the SFA amount on Sheet 6A-2.
3	Update to CBU Assumption	\$5,343,003	\$55,618,248	Show details supporting the SFA amount on Sheet 6A-3.

Create additional rows as needed, and create additional detailed sheets by copying Sheet 6A-5 and re-labeling the header and the sheet name to be 6A-6, 6A-7, etc.

Reconciliation - Details for the "basic method" under § 4262.4(a)(1) for non-MPRA plans, or for the "increasing assets method" under § 4262.4(a)(2)(i) for MPRA plans for which the requested amount of SFA is determined under that method

See Template 4A instructions for Sheet 4A-4 or Sheet 4A-5, except provide the projection used to determine the intermediate SFA amount.

PLAN INFORMATION							
Abbreviated Plan Name:	Lab 265						
EIN:	31-6127282						
PN:	001						
MPRA Plan?	No						
If a MPRA Plan, which method yields the greatest amount of SFA?	N/A						
SFA Measurement Date:	12/31/2022						
Fair Market Value of Assets as of the SFA Measurement Date:	\$32,262,178						
SFA Amount as of the SFA Measurement Date under the method calculated in this Sheet:	\$50,275,245						
Non-SFA Interest Rate:	5.85%						
SFA Interest Rate:	3.77%						

			On this Sheet, show payments INTO the plan as positive amounts, and payments OUT of the plan as negative amounts.										
		(1)	(2)	(3)	(4)	(5) Make-up Payments Attributable to	(6)	(7) Benefit Payments (from	(8)	(9)	(10) Benefit Payments (from (4) and (5)) and	(11)	(12) Projected Non-SFA Assets at End of Plan
				Od B N		Reinstatement of	Administrative	(4) and (5)) and Administrative	CEAT 4 4	Projected SFA Assets at End of Plan Year	Administrative	N. CEAL	Year
SFA Measurement Date			Withdrawal Liability	Other Payments to Plan (excluding financial		Benefits Suspended through the SFA	Expenses (excluding amount owed PBGC	Expenses (from (6))	SFA Investment Income Based on SFA Interest	(prior year assets +	Expenses (from (6)) Paid from Non-SFA	Non-SFA Investment Income Based on Non-	(prior year assets + (1) + (2) + (3) +
/ Plan Year Start Date	Plan Year End Date	Contributions	Payments	assistance and SFA)	Benefit Payments	Measurement Date	under 4261 of ERISA)	Paid from SFA Assets	Rate	(7) + (8))	Assets	SFA Interest Rate	(10) + (21)
01/01/2023	10/31/2023	\$1,817,208	\$41,859		-\$6,715,420		-\$388,754	-\$7,104,174	\$1,464,198	\$44,635,269	\$0	\$1,609,848	\$35,731,093
11/01/2023	10/31/2024	\$2,180,650	\$55,812		-\$8,119,461		-\$463,071				\$0	\$2,154,756	\$40,122,311
11/01/2024	10/31/2025	\$2,180,650	\$55,812		-\$8,148,984		-\$478,791		\$1,255,456	\$30,202,884	\$0	\$2,411,642	\$44,770,415
11/01/2025	10/31/2026	\$2,180,650	\$55,812		-\$8,167,185		-\$493,323		\$976,908		\$0	\$2,683,556	\$49,690,433
11/01/2026	10/31/2027	\$2,180,650	\$55,812		-\$8,162,685		-\$508,407		\$687,039		\$0	\$2,971,377	\$54,898,272
11/01/2027	10/31/2028	\$2,180,650	\$55,812		-\$8,132,587		-\$523,946				\$0	\$3,276,036	\$60,410,770
11/01/2028	10/31/2029	\$2,180,650	\$55,812		-\$8,082,154		-\$541,422		\$0		-\$2,358,566	\$3,530,509	\$63,819,175
11/01/2029	10/31/2030	\$2,180,650	\$55,812		-\$8,007,884		-\$557,671		\$0		-\$8,565,555	\$3,550,927	\$61,041,009
11/01/2030	10/31/2031	\$2,180,650	\$55,812		-\$7,913,370		-\$574,278		\$0		-\$8,487,648	\$3,390,651	\$58,180,474
11/01/2031	10/31/2032	\$2,180,650	\$55,812		-\$7,792,617		-\$602,827		\$0		-\$8,395,444	\$3,225,968	\$55,247,460
11/01/2032	10/31/2033	\$2,180,650	\$55,812		-\$7,649,037		-\$621,910		***	7.7	-\$8,270,947	\$3,057,976	\$52,270,951
11/01/2033	10/31/2034	\$2,180,650	\$55,812		-\$7,488,987		-\$639,759		\$0		-\$8,128,746	\$2,887,951	\$49,266,618
11/01/2034	10/31/2035	\$2,180,650	\$55,812		-\$7,317,416		-\$659,705		\$0		-\$7,977,121	\$2,716,569	\$46,242,528
11/01/2035	10/31/2036	\$2,180,650	\$55,812		-\$7,138,769		-\$680,156		\$0		-\$7,818,925	\$2,544,222	\$43,204,287
11/01/2036	10/31/2037	\$2,180,650	\$55,812		-\$6,955,118		-\$699,396		\$0		-\$7,654,514	\$2,371,225	\$40,157,460
11/01/2037	10/31/2038	\$2,180,650	\$55,812		-\$6,760,242		-\$720,774		\$0	7.7	-\$7,481,016	\$2,197,988	\$37,110,894
11/01/2038	10/31/2039	\$2,180,650	\$55,812		-\$6,551,669		-\$742,567			7.7	-\$7,294,236	\$2,025,150	\$34,078,270
11/01/2039	10/31/2040	\$2,180,650	\$55,812		-\$6,341,005		-\$764,912		\$0		-\$7,105,917	\$1,853,172	\$31,061,987
11/01/2040	10/31/2041	\$2,180,650	\$55,812		-\$6,122,489		-\$787,689		\$0		-\$6,910,178	\$1,682,363	\$28,070,634
11/01/2041	10/31/2042	\$2,180,650	\$55,812		-\$5,894,531		-\$810,973		\$0		-\$6,705,504	\$1,513,270	\$25,114,862
11/01/2042	10/31/2043	\$2,180,650			-\$5,664,896		-\$834,704		\$0		-\$6,499,600	\$1,344,686	\$22,140,598
11/01/2043	10/31/2044	\$2,180,650			-\$5,435,768		-\$859,110		\$0	**	-\$6,294,878	\$1,176,594	\$19,202,964
11/01/2044	10/31/2045	\$2,180,650			-\$5,206,710		-\$884,064		\$0	7.7	-\$6,090,774	\$1,010,628	\$16,303,468
11/01/2045	10/31/2046	\$2,180,650			-\$4,970,166		-\$911,060		\$0		-\$5,881,226	\$847,049	\$13,449,941
11/01/2046	10/31/2047	\$2,180,650			-\$4,728,571		-\$937,057		\$0		-\$5,665,628	\$686,335	\$10,651,298
11/01/2047	10/31/2048	\$2,180,650			-\$4,487,091		-\$963,639		\$0		-\$5,450,730	\$528,810	\$7,910,028
11/01/2048	10/31/2049	\$2,180,650			-\$4,248,158		-\$992,513	* * *	\$0		-\$5,240,671	\$374,503	\$5,224,510
11/01/2049	10/31/2050	\$2,180,650			-\$4,016,919		-\$1,022,074		\$0		-\$5,038,993	\$223,216	\$2,589,383
11/01/2050	10/31/2051	\$2,180,650			-\$3,794,027		-\$1,050,665	\$0	\$0	\$0	-\$4,844,692	\$74,663	\$4

Version Updates v20220701p

Version Date updated

v20220701p 07/01/2022

## This document goes into effect August 8, 2022. Any applications filed before then would be under the interim final rule.

TEMPLATE 7 v20220701p

#### 7a - Assumption/Method Changes for SFA Eligibility

File name: Template 7 Plan Name, where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (7)a. of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

Sheet 7a of Template 7 is not required if the plan is eligible for SFA under § 4262.3(a)(2) (MPRA suspensions) or § 4262.3(a)(4) (certain insolvent plans) of PBGC's special financial assistance regulation.

Sheet 7a of Template 7 is not required if the plan is eligible based on a certification of plan status completed before January 1, 2021.

Sheet 7a of Template 7 is not required if the plan is eligible based on a certification of plan status completed after December 31, 2020 but reflects the same assumptions as those in the pre-2021 certification of plan status.

Provide a table identifying which assumptions/methods used in determining the plan's eligibility for SFA differ from those used in the pre-2021 certification of plan status and brief explanations as to why using those assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable.

This table should identify all changed assumptions/methods (including those that are reflected in the Baseline provided in Template 5A or Template 5B) and should be an abbreviated version of information provided in Section D, Item (6)a. of the SFA filing instructions.

For example, if the mortality assumption used in the pre-2021 certification of plan status is the RP-2000 mortality table, and the plan proposes to change to the Pri-2012(BC) table, complete one line of the table as follows:

	(A)	(B)	(C)
Assumption/Method That Has Changed From Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption/method used in the most recent certification of plan status completed prior to 1/1/2021		Brief explanation on why the assumption/method in (A) is no longer reasonable and why the assumption/method in (B) is reasonable
Base Mortality Assumption	RP-2000 mortality table	Pri-2012(BC) mortality table	Prior assumption is outdated. New assumption reflects more recently published experience for blue collar workers.

Add one line for each assumption/method that has changed from that used in the most recent certification of plan status completed prior to 1/1/2021.

Since this Template 7a is intended as an abbreviated version of more detailed information provided in Section D, Item (6)a. of the SFA filing instructions, it is not necessary to include full tables of rates at every age (e.g., for retirement, turnover, etc.). Instead, a high level description that focuses on what aspect of the assumption/method has changed is preferred.

**Template 7 - Sheet 7a** v20220701p

Assumption/Method Changes - SFA Eligibility

PI.	ΔN	INE	OR	MA	TION	J

s in 2020,	
	alifying for SFA s in 2020, I meet other

(A) (B)

	(A)	(B)	(C)
Assumption/Method That Has Changed From Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption/method used in the most recent certification of plan status completed prior to 1/1/2021	Brief description of assumption/method used in showing the plan's eligibility for SFA (if different)	Brief explanation on why the assumption/method in (A) is no longer reasonable and why the assumption/method in (B) is reasonable

**TEMPLATE 7** v20220701p

#### 7b - Assumption/Method Changes for SFA Amount

File name: Template 7 Plan Name, where "Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item (7)b. of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

Provide a table identifying which assumptions/methods used in determining the amount of SFA differ from those used in the pre-2021 certification of plan status (except the non-SFA and SFA interest rates) and brief explanations as to why using those original assumptions/methods is no longer reasonable and why the changed assumptions/methods are reasonable.

Please state if the changed assumption is an extension of the CBU assumption or the administrative expenses assumption as described in Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions.

This table should identify <u>all changed assumptions/methods</u> except for the interest rates (including those that are reflected in the Baseline provided in Template 5A or Template 5B) and should be an abbreviated version of information provided in Section D, Item (6)b. of the SFA filing instructions.

For example, if the mortality assumption used in the pre-2021 certification of plan status is the RP-2000 mortality table, and the plan proposes to change to the Pri-2012(BC) table, complete one line of the table as follows:

	(A)	(B)	(C)
Assumption/Method That Has Changed From Assumption Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption/method used in the most recent certification of plan status completed prior to 1/1/2021	Brief description of assumption/method used to determine the requested SFA amount (if different)	Brief explanation on why the assumption/method in (A) is no longer reasonable and why the assumption/method in (B) is reasonable
Base Mortality Assumption	RP-2000 mortality table	Pri-2012(BC) mortality table	Original assumption is outdated. New assumption reflects more recently published experience for blue collar workers.

For example, assume the plan is projected to be insolvent in 2029 in the pre-2021 certification of plan status. The plan changes its CBU assumption by extending the assumption to the later projection years as described in Paragraph A, "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions. Complete one line of the table as follows:

	(A)	(B)	(C)
Assumption/Method That Has Changed From Assumption Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption/method used in the most recent certification of plan status completed prior to 1/1/2021	assumntion/method used to	Brief explanation on why the assumption/method in (A) is no longer reasonable and why the assumption/method in (B) is reasonable
CBU Assumption	Decrease from most recent plan year's actual number of CBUs by 2% per year to 2028	Same number of CBUs for each projection year to 2028 as shown in (A), then constant CBUs for all years after 2028.	Original assumption does not address years after original projected insolvency in 2029. Proposed assumption uses acceptable extension methodology.

Add one line for each assumption/method that has changed from that used in the most recent certification of plan status completed prior to 1/1/2021.

Since this Template 7b is intended as an abbreviated version of more detailed information provided in Section D, Item (6)b. of the SFA filing instructions, it is not necessary to include full tables of rates at every age (e.g., for retirement, turnover, etc.). Instead, a high level description that focuses on what aspect of the assumption/method has changed is preferred.

#### PLAN INFORMATION

1 Extra ORMITTON					
Abbreviated Plan Name:	Lab 265				
EIN:	31-6127282				
PN:	001				

(B) (C) (A) Assumption/Method That Has Changed From Brief description of assumption/method used in Brief explanation on why the assumption/method Brief description of assumption/method used to Assumption Used in Most Recent Certification of the most recent certification of plan status in (A) is no longer reasonable and why the determine the requested SFA amount (if different Plan Status Completed Prior to 1/1/2021 completed prior to 1/1/2021 assumption/method in (B) is reasonable RP-2014 Tables projected generationally using Pri-2012 Blue Collar Mortality Tables projected The prior assumption is no longer reasonable Mortality Projection Scale MP-2018. generationally using Mortality Projection Scale because it uses outdated mortality base tables and MP-2021. improvement scale. The updated assumption is based on the most recently published mortality, Mortality and follows the "Acceptable" change in PBGC's SFA assumption guidance under the Final Rule. A simplified assumption based on the average of Based on characteristics of the new entrants and The prior assumption is no longer reasonable he prior year's new entrants. rehires to the Plan in the five years preceding the because it did not reflect the most recent Plan measurement date, with age bands of 10 years. experience. The updated assumption is consistent New Entrant Profile with the five years of Plan experience preceding the measurement date and follows the "Acceptable" change in PBGC's SFA assumption uidance under the Final Rule. Based on most recently audited amount with Based on most recently audited amount with The prior assumption is no longer reasonable 1.0% annual increases to 2029 3.0% annual increases to 2051. Also accounts for because it did not address years after original scheduled PBGC premium increase in 2031 and projected insolvency or the increase in PBGC expected cost (\$50,000) of SFA application premiums in 2031, and uses outdated inflation preparation & filing. expectations. The updated assumption is based on most recently available data, and accounts for Administrative Expenses expenses incurred past the original date of insolvency, the scheduled PBGC premium increase in 2031, the cost of preparation & filing of this SFA application, and reasonable expectations of current and expected inflationary trends. 400,000 CBUs per year to 2029. 1.24% annual decreases in CBUs from the 2018-The prior assumption is no longer reasonable 2019 Plan Year to the 2028-29 Plan Year and ecause it did not address years beyond the 1.00% decreases thereafter, with actives working original projected insolvency, or the long-term & 1,290 hours each per year. likely permanent impact of recent economic downturns and inflationary pressure on available workers and extant companies contributing to the Plan. The 1.24% reduction per year is the geometric average decline based on the ten Plan CBU Assumption Years preceding the SFA measurement date and excluding any Plan Year that contains any part of the "COVID period," and is intended to follow the "Generally Acceptable" change in PBGC's SFA assumption guidance under the Final Rule.

Version Updates v20220701p

Version Date updated

v20220701p 07/01/2022

This document goes into effect August 8, 2022. Any applications filed before then would be under the interim final rule.	

#### Contribution and Withdrawal Liability Details

Provide details of the projected contributions and withdrawal liability payments used to calculate the requested SFA amount. This should include total contributions, contribution base units (including identification of the base unit used (i.e., hourly, weekly)), average contribution rate(s), reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if applicable), and any other identifiable contribution streams. For withdrawal liability, separately show amounts for currently withdrawn employers and for future assumed withdrawals. Also provide the projected number of active participants at the beginning of each plan year.

The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

#### PLAN INFORMATION

Abbreviated Plan Name:	Lab 265			
EIN:	31-6127282			
PN:	001			

Unit (e.g. hourly, weekly)

All Other Sources of Non-Investment Income

SFA Measurement Date / Plan Year Start Date	Plan Year End Date	Total Contributions*	Total Contribution Base Units	Average Contribution Rate	Reciprocity Contributions (if applicable)	Additional Rehab Plan Contributions (if applicable)	Other - Explain if Applicable	Withdrawal Liability Payments for Currently Withdrawn Employers	Withdrawal Liability Payments for Projected Future Withdrawals	(Including New Entrants) at the Beginning of the Plar Year
01/01/2023	10/31/2023	\$1,714,402	323,472	\$5.30				\$41,859		301
11/01/2023	10/31/2024	\$2,031,771	383,353	\$5.30				\$55,812		297
11/01/2024	10/31/2025	\$2,006,575	378,599	\$5.30				\$55,812		293
11/01/2025	10/31/2026	\$1,981,691	373,904	\$5.30				\$55,812		290
11/01/2026	10/31/2027	\$1,957,120	369,268	\$5.30				\$55,812		286
11/01/2027	10/31/2028	\$1,932,852	364,689	\$5.30				\$55,812		283
11/01/2028	10/31/2029	\$1,908,885	360,167	\$5.30				\$55,812		279
11/01/2029	10/31/2030	\$1,889,795	356,565	\$5.30				\$55,812		276
11/01/2030	10/31/2031	\$1,870,895	352,999	\$5.30				\$55,812		274
11/01/2031	10/31/2032	\$1,852,186	349,469	\$5.30				\$55,812		271
11/01/2032	10/31/2033	\$1,833,662	345,974	\$5.30				\$55,812		268
11/01/2033	10/31/2034	\$1,815,324	342,514	\$5.30				\$55,812		266
11/01/2034	10/31/2035	\$1,797,172	339,089	\$5.30				\$55,812		263
11/01/2035	10/31/2036	\$1,779,199	335,698	\$5.30				\$55,812		260
11/01/2036	10/31/2037	\$1,761,407	332,341	\$5.30				\$55,812		258
11/01/2037	10/31/2038	\$1,743,795	329,018	\$5.30				\$55,812		255
11/01/2038	10/31/2039	\$1,726,358	325,728	\$5.30				\$55,812		253
11/01/2039	10/31/2040	\$1,709,096	322,471	\$5.30				\$55,812		250
11/01/2040	10/31/2041	\$1,692,004	319,246	\$5.30				\$55,812		247
11/01/2041	10/31/2042	\$1,675,086	316,054	\$5.30				\$55,812		245
11/01/2042	10/31/2043	\$1,658,333	312,893	\$5.30						243
11/01/2043	10/31/2044	\$1,641,749	309,764	\$5.30						240
11/01/2044	10/31/2045	\$1,625,330	306,666	\$5.30						238
11/01/2045	10/31/2046	\$1,609,075	303,599	\$5.30						235
11/01/2046	10/31/2047	\$1,592,984	300,563	\$5.30						233
11/01/2047	10/31/2048	\$1,577,052	297,557	\$5.30						231
11/01/2048	10/31/2049	\$1,561,279	294,581	\$5.30						228
11/01/2049	10/31/2050	\$1,545,666	291,635	\$5.30						226
11/01/2050	10/31/2051	\$1,530,211	288,719	\$5.30						224

<sup>\*</sup> Total contributions shown here should be contributions based upon CBUs and should not include items separately shown in any columns under "All Other Sources of Non-Investment Income."

Version Updates v20230727 Date updated Version

v20230727 07/27/2023 TEMPLATE 10 v20230727

#### Pre-2021 Zone Certification, Baseline Details, and Final SFA Assumption Summaries

File name: Template 10 Plan Name, where "Plan Name" is an abbreviated version of the plan name.

Provide a table identifying and summarizing which assumptions/methods were used in each of the pre-2021 certification of plan status, the Baseline details (Template 5A or Template 5B), and the final SFA calculation (Template 4A or Template 4B).

This table should identify all assumptions/methods used, including those that are reflected in the Baseline provided in Template 5A or Template 5B and any assumptions not explicitly listed. Please identify the source (file and page number) of the pre-2021 certification of plan status assumption. Additionally, please select the appropriate assumption change category per SFA assumption guidance\*. Please complete all rows of Template 10. If an assumption on Template 10 does not apply to the application, please enter "N/A" and explain as necessary in the "comments" column. If the application contains assumptions not listed on Template 10, create additional rows as needed.

See the table below for a brief example of how to fill out the requested information in summary form. In the example the first row demonstrates how one would fill out the information for a change in the mortality assumption used in the pre-2021 certification of plan status, where the RP-2000 mortality table was the original assumption, and the plan proposes to change to the Pri-2012(BC) table.

	(A)	(B)	(C)	(D)	(E)
	Source of (B)	Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Baseline Assumption/Method Used	Final SFA Assumption/Method Used	Category of assumption change from (B) to (D) per SFA Assumption Guidance
Base Mortality - Healthy	2019 Company XYZ AVR.pdf p. 55	RP-2000 mortality table	Pri-2012(BC) mortality table	Same as baseline	Acceptable Change
Contribution Base Units	2020 Company XYZ ZC.pdf p. 19	125,000 hours projected to insolvency in 2024	125,000 hours projected through the SFA projection period in 2051	100,000 hours projected with 3.0% reductions annually for 10 years and 1.0% reductions annually thereafter	Generally Acceptable Change
Assumed Withdrawal Payments -Future Withdrawals	2020 Company XYZ ZC.pdf p. 20	None assumed until insolvency in 2024	None assumed through the SFA projection period in 2051	Same as baseline	Other Change
Retirement - Actives	2019 Company XYZ AVR.pdf p. 54	Age         Actives           55         10%           56         20%           57         30%           58         40%           59         50%           60+         100%	Same as Pre-2021 Zone Cert	Same as baseline	No Change

Add additional lines if needed.

 $<sup>\</sup>hbox{*$\underline{$h$ttps://www.pbgc.gov/sites/default/files/sfa/sfa-assumptions-guidance.pdf}}$ 

v20230727

## Pre-2021 Zone Certification, Baseline Details, and Final SFA Assumption Summaries

#### PLAN INFORMATION

Abbreviated Plan Name:	Lab 265				
EIN:	31-6127282				
PN:	001				

	(A)	(B)	(C)	(D)	(E)	
	Source of (B)	Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Baseline Assumption/Method Used	Final SFA Assumption/Method Used	Category of assumption change from (B) to (D) per SFA Assumption Guidance	Comments
SFA Measurement Date	N/A	N/A	12/31/2022	12/31/2022	N/A	
Census Data as of	2019Zone20200127 Lab 265.pdf p. 1	11/01/2018	11/01/2021	11/01/2021	N/A	
DEMOGRAPHIC ASSUMPTIONS						
Base Mortality - Healthy	2018AVR Lab 265.pdf p. 30	RP-2014 (BC) mortality table	Pri-2012 (BC) Amount-Weighted mortality table	Pri-2012 (BC) amount weighted mortality table	Acceptable Change	
Mortality Improvement - Healthy	2018AVR Lab 265.pdf p. 30	Generational from 2006 using Scale MP-2018	Generational from 2012 using Scale MP-2021	Generational from 2012 using Scale MP-2021	Acceptable Change	
Base Mortality - Disabled	2018AVR Lab 265.pdf p. 30	RP-2014 Disabled Retiree mortality table	Pri-2012 Disabled Amount-Weighted mortality table	Pri-2012 Disabled Amount-Weighted mortality table	Acceptable Change	
Mortality Improvement - Disabled	2018AVR Lab 265.pdf p. 30	Generational from 2006 using Scale MP-2018	Generational from 2012 using Scale MP-2021	Generational from 2012 using Scale MP-2021	Acceptable Change	
Retirement - Actives	2018AVR Lab 265.pdf p. 31	Age         Rate           55-59         0.10           60         0.20           61         0.30           62         0.50           63-69         0.30           70         1.00	Age         Rate           55-59         0.10           60         0.20           61         0.30           62         0.50           63-69         0.30           70         1.00	Age         Rate           55-59         0.10           60         0.20           61         0.30           62         0.50           63-69         0.30           70         1.00	No Change	
Retirement - TVs	2018AVR Lab 265.pdf p. 31	Age Rate 55-60 0.10 61 0.20 62 0.70 63 0.50 64 1.00	Age         Rate           55-60         0.10           61         0.20           62         0.70           63         0.50           64         1.00	Age         Rate           55-60         0.10           61         0.20           62         0.70           63         0.50           64         1.00	No Change	
Turnover	2018AVR Lab 265.pdf p. 30	Entry 1" 2st 3st 4 Age Year Year Year Ultimate 25 0,5000 0,4000 0,3000 0,249242 35 0,5000 0,4000 0,3000 0,207669 45 0,5000 0,4000 0,3000 0,30655 55 0,5000 0,4000 0,3000 0,049564 65 0,0000 0,0000 0,0000 0,00000	Entry 1 <sup>st</sup> 2 <sup>sd</sup> 3 <sup>sd</sup> 4ge Year Year Year Ultimate 25 0.5000 0.4000 0.3000 0.246924 35 0.5000 0.4000 0.3000 0.20669 45 0.5000 0.4000 0.3000 0.309655 55 0.5000 0.4000 0.3000 0.40964 65 0.0000 0.0000 0.0000 0.00000	Entry 1" 2 <sup>34</sup> 3 <sup>34</sup> Age Year Year Year Ultimate 25 0.5000 0.4000 0.3000 0.249242 35 0.5000 0.4000 0.3000 0.207669 45 0.5000 0.4000 0.3000 0.139635 55 0.5000 0.4000 0.3000 0.49564 65 0.0000 0.0000 0.0000 0.00000	No Change	
Disability	2018AVR Lab 265.pdf p. 32	Age         Rate           25         0.00168           35         0.00280           45         0.00588           55         0.01540           65         0.00000	Age Rate 25 0.00168 35 0.00280 45 0.00588 55 0.01540 65 0.00000	Age Rate 25 0.00168 35 0.00280 45 0.00588 55 0.01540 65 0.00000	No Change	
Optional Form Elections - Actives	2018AVR Lab 265.pdf p. 31	Forms of Payment   Election %	Forms of Payment Election % Life Annuity 50% 50% 58% 10% 50% J&S 10% 50% J&S with Pop-up 12% 66 2/3% J&S 5% 66 2/3% J&S 10% 75% J&S 11% 75% J&S with Pop-up 2% 75% J&S with Pop-up 3% 100% J&S 112% 100% J&S 112% 100% J&S 112%	Forms of Payment   Election %	No Change	

Template 10 v20230727

#### PLAN INFORMATION

Abbreviated Plan Name:	Lab 265		
EIN:	31-6127282		
PN:	001		

	(A)	(B)	(C)	(D)	(E)	
		Assumption/Method Used in Most Recent			Category of assumption	
	Source of (B)	Certification of Plan Status Completed Prior to 1/1/2021	Baseline Assumption/Method Used	Final SFA Assumption/Method Used	change from (B) to (D) per SFA Assumption Guidance	Comments
		Forms of Payment Election %	Forms of Payment Election %	Forms of Payment Election %		
		Life Annuity 50% 50% J&S 10%	Life Annuity 50% 50% J&S 10%	Life Annuity 50% 50% J&S 10%		
		50% J&S with Pop-up 12% 66 2/3% J&S 5%	50% J&S with Pop-up 12% 66 2/3% J&S 5%	50% J&S with Pop-up 12% 66 2/3% J&S 5%		
		66 2/3% J&S with Pop-up 2% 75% J&S 1%	66 2/3% J&S with Pop-up 2% 75% J&S 1%	66 2/3% J&S with Pop-up 2% 75% J&S 1%		
		75% J&S with Pop-up 3%	75% J&S with Pop-up 3%	75% J&S with Pop-up 3%		
Optional Form Elections - TVs	2018AVR Lab 265.pdf p. 31	100% J&S 12% 100% J&S with Pop-up 5%	100% J&S 12% 100% J&S with Pop-up 5%	100% J&S 12% 100% J&S with Pop-up 5%	No Change	
					5	
Marital Status	2018AVR Lab 265.pdf p. 30	80% married	80% married	80% married	No Change	
Spouse Age Difference	2018AVR Lab 265.pdf p. 30	Husbands 3 years older than wives	Husbands 3 years older than wives	Husbands 3 years older than wives	No Change	
	222.9.9.7				6-	Intended to be consistent
	2019Zone20200127 Lab			C 14 4 M CDV 14 4 1 4	A + 11 (G - 1 + 1 + 14	with CBU assumption
Active Participant Count	265.pdf p. 1 & 2018AVR Lab 265.pdf p. 1	283	283	Consistent with CBUs such that each active works 1,290 hours annually.	CBU assumption) Change	change. Shown on "Template 8 Lab 265."
•	7 77		New Entrant Profile	New Entrant Profile	, ,	
			Annual Accrued Vested Age Range Age Count Weight Besefit Service % Male	Annual Accrued Vested Age Range Age Count Weight Besefit Service % Male		
			Below 25 22.2 31 12.0% 250.84 1.30 96.77%	Below 25 22.2 31 12.0% 250.84 1.30 96.77%		
			25-34 30.2 72 28.0% 274.88 1.40 95.83% 35-44 40.3 67 26.0% 630.63 1.87 95.52%	25-34 30.2 72 28.0% 274.88 1.40 95.83% 35-44 40.3 67 26.0% 630.63 1.87 95.52%		
			45-54 50.3 51 20.0% 760.09 1.95 96.08%	45-54 50.3 51 20.0% 760.09 1.95 96.08%		
			55-64 58.3 33 13.0% 1,141.05 2.29 93.94%	55-64 58.3 33 13.0% 1,141.05 2.29 93.94%		
New Entrant Profile	Not explicitly documented	Single profile representing the average of new entrants in most recent plan year.	65 and over 66.9 2 1.0% 593.52 2.95 100.00%	65 and over 66.9 2 1.0% 593.52 2.95 100.00%	Acceptable Change	
Missing or Incomplete Data	2018AVR Lab 265.pdf p. 17	Assumed age 30 at date of hire.	Assumed age 30 at date of hire.	Assumed age 30 at date of hire.	No Change	
						The plan has always valued
"Missing" Terminated Vested Participant						all terminated vested participants known to the
Assumption	N/A	N/A	N/A	N/A	No Change	plan
		Assumed to retire based on retirement rate	Assumed to retire based on retirement rate	Assumed to retire based on retirement rate		
T		assumption, and collect greater of accrued	assumption, and collect greater of accrued	assumption, and collect greater of accrued		
Treatment of Participants Working Past Retirement Date	Not explicitly documented	benefit at late retirement or actuarially increased normal retirement benefit.	benefit at late retirement or actuarially increased normal retirement benefit.	benefit at late retirement or actuarially increased normal retirement benefit.	No Change	
	, , , , , , , , , , , , , , , , , , , ,				5	
Assumptions Palated to Paginrogity	Not explicitly documented	Any reciprocity will be net-zero.	Any reciprocity will be net-zero.	Any reciprocity will be net-zero.	No Change	
Assumptions Related to Reciprocity	ны ехрисшу иоситенtеа	Any reciprocity will be net-zero.	rany reciprocity will be liet-zero.	Any reciprocity will be net-zero.	ivo Change	
Other Demographic Assumption 1						
Other Demographic Assumption 2						
Other Demographic Assumption 2						
Other Demographic Assumption 3					ļ	

Template 10 v20230727

#### Pre-2021 Zone Certification, Baseline Details, and Final SFA Assumption Summaries

#### PLAN INFORMATION

Abbreviated Plan Name:	Lab 265		
EIN:	31-6127282		
PN:	001		

	(A)	(B)	(C)	(D)	(E)	
	Source of (B)	Assumption/Method Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Baseline Assumption/Method Used	Final SFA Assumption/Method Used	Category of assumption change from (B) to (D) per SFA Assumption Guidance	Comments
Contribution Base Units	2019Zone20200127 Lab 265.pdf p. 1	400,000 hours through plan year beginning 11/1/2029.	400,000 hours through plan year beginning 11/1/2050.	1.24% annual decreases in CBUs from PYB 2018 through PYB 2028, and 1.0% annual decreases thereafter.	Generally Acceptable Change	
Contribution Rate	2019Zone20200127 Lab 265.pdf p. 2	\$5.30 per hour	\$5.30 per hour	\$5.30 per hour	No Change	
Administrative Expenses	2019Zone20200127 Lab 265.pdf p. 3	1.0% annual increases through plan year beginning 11/1/2029.	1.0% annual increases through plan year beginning 11/1/2050; also accounts for scheduled PBGC premium increase in 2031.	3.0% annual increases through plan year beginning 11/1/2050; also accounts for scheduled PBGC premium increase in 2031 and expected cost (\$50,000) of SFA application preparation & filing.	Other Change	
Assumed Withdrawal Payments - Currently Withdrawn Employers	2019Zone20200127 Lab 265.pdf p. 3	Assumed to be made timely.	Assumed to be made timely.	Assumed to be made timely.	No Change	
Assumed Withdrawal Payments -Future Withdrawals	2019Zone20200127 Lab 265.pdf p. 3	None assumed.	None assumed.	None assumed.	No Change	
Other Assumption 1						
Other Assumption 2						
Other Assumption 3						
CASH FLOW TIMING ASSUMPTIONS						
		Benefits are assumed to be paid in equal monthly installments at the beginning of every month. Aggregate annual benefit amounts are	Benefits are assumed to be paid in equal monthly installments at the beginning of every month. Aggregate annual benefit amounts are	Benefits are assumed to be paid in equal monthly installments at the beginning of every month. Aggregate annual benefit amounts are		
Benefit Payment Timing	Not explicitly documented	discounted from the middle of the given period.  Assumed to be made in the middle of the given	discounted from the middle of the given period.  Assumed to be made in the middle of the given	discounted from the middle of the given period.  Assumed to be made in the middle of the given	No Change	
Contribution Timing	Not explicitly documented	period.	period.  Assumed to be made in the middle of the given	period.  Assumed to be made in the middle of the given	No Change	
Withdrawal Payment Timing	Not explicitly documented	period.	period.	period.  Assumed to be made in the middle of the given	No Change	
Administrative Expense Timing	Not explicitly documented	Assumed to be made in the middle of the given period.	Assumed to be made in the middle of the given period.	Assumed to be made in the middle of the given period.	No Change	
Other Payment Timing						

Create additional rows as needed.

Laborers Local No. 265 Pension Plan

EIN/Plan #: 31-6127282/001

SFA Checklist Item #31 - Certification by Plan's Enrolled Actuary of Eligibility for SFA

The Laborers Local No. 265 Pension Plan ("Plan") satisfies the eligibility requirements for a critical and declining status plan under §4262.3(a)(1) of PBGC's Special Financial Assistance ("SFA") regulation, because for the plan year beginning in 2020, the plan was certified to be in critical and declining status. See attached document labeled 2020Zone20210129 Lab 265.

This certification was completed after January 1, 2021. The "pre-2021" zone certification is attached as 2019Zone20200127 Lab 265.

The assumption changes from the 2019 zone certification to the 2020 zone certification are shown in the respective certifications, and (aside from projection assumptions) documented explicitly in the attached 2019AVR Lab 265.

We hereby certify that the Plan's eligibility for SFA has been determined in accordance with the PBGC's SFA regulation and published guidance, as well as generally accepted actuarial principles and practices, and the undersigned meet the qualification standards of the American Academy of Actuaries necessary to render an actuarial opinion.

Respectively submitted,

Allen L. Pauly, EA, CERA, ASA, MAAA

Senior Actuary

Enrolled Actuary No. 23-08895

M. R. Rust, EA, MAAA, ASA

President, Lead Actuarial Consultant

Enrolled Actuary No. 23-06146

# LABORERS LOCAL NO. 265 PENSION PLAN

AS AMENDED AND RESTATED JUNE 1, 2022

# **Table of Contents**

PREAMBLE	<u>.1</u>
ARTICLE I – DEFINITIONS	<u>.2</u>
Section 1.1 – ACCRUED BENEFIT.	2
Section 1.2 – ACTUARIAL EQUIVALENT	
Section 1.3 – ACTUARY	
Section 1.4 – ADMINISTRATOR.	
Section 1.5 – AGREEMENT AND DECLARATION OF TRUST.	
Section 1.6 – ALTERNATE PAYEE	
Section 1.7 – ANNUITANT.	
Section 1.8 – ANNUITY STARTING DATE	
Section 1.9 – ASSOCIATION.	
Section 1.10 – BENEFICIARY.	
Section 1.11 – BOARD OF TRUSTEES.	
Section 1.12 – COLLECTIVE BARGAINING AGREEMENT.	
Section 1.13 – CONTRIBUTIONS	
Section 1.14 – COVERED EMPLOYMENT	
Section 1.15 – CREDITED SERVICE.	
Section 1.16 – DOMESTIC RELATIONS ORDER.	
Section 1.17 – EMPLOYEE.	
Section 1.18 – EMPLOYER.	
Section 1.19 – ERISA.	
Section 1.20 – FIDUCIARY	
Section 1.21 – FORFEITED SERVICE.	
Section 1.22 – HOUR OF SERVICE.	
Section 1.23 – JOINT AND SURVIVOR SPOUSE ANNUITY.	
Section 1.24 – NON-VESTED EMPLOYEE.	
Section 1.25 – NORMAL RETIREMENT AGE	
Section 1.26 – NORMAL RETIREMENT AGE	_
Section 1.27 – ONE YEAR BREAK IN SERVICE	
Section 1.28 – PARTICIPANT.	
Section 1.29 – PLAN	
Section 1.30 – PLAN YEAR	
Section 1.31 – PROFESSIONAL ADMINISTRATOR	
Section 1.32 – QUALIFIED DOMESTIC RELATIONS ORDER.	
Section 1.33 – QUALIFIED ELECTION.	
Section 1.34 – RETIREMENT	
Section 1.35 – SPOUSE1	
Section 1.36 – TRUST FUND	
Section 1.37 – UNION	
Section 1.38 – VESTED	
Section 1.39 – VESTING SERVICE	
Section 1.40 – YEAR OF SERVICE1	
ARTICLE II – CREDITED SERVICE	<u>2</u>
Section 2.1 – CREDITED SERVICE	
Section 2.2 – BREAK IN SERVICE.	
Section 2.3 – GRACE PERIOD FOR COVERED EMPLOYMENT1	

Section 3.1 - NORMAL RETIREMENT	ARTICLE III – ELIGIBILITY FOR BENEFITS	<u>15</u>
Section 3.3 - DISABILITY RETIREMENT	Section 3.1 – NORMAL RETIREMENT.	15
Section 3.4 - VESTED DEFERRED RETIREMENT		
Section 3.5 - PARTIAL PENSION		
Section 3.6 - POSTPONED RETIREMENT		
Section 3.7 - LATE RETIREMENT.		
ARTICLE IV - RETIREMENT BENEFITS	Section 3.6 – POSTPONED RETIREMENT	17
Section 4.1 - NORMAL RETIREMENT   19	Section 3.7 – LATE RETIREMENT	17
Section 4.2 - ADJUSTMENTS TO RETIREMENT FORMULA.	<u>ARTICLE IV – RETIREMENT BENEFITS</u>	<u>19</u>
Section 4.3 - EARLY RETIREMENT REDUCTION	Section 4.1 – NORMAL RETIREMENT	19
Section 4.4 - DISABILITY RETIREMENT	Section 4.2 – ADJUSTMENTS TO RETIREMENT FORMULA	20
Section 4.5 - PRE-RETIREMENT DEATH BENEFIT.		
Section 4.6 - POST-RETIREMENT DEATH BENEFIT.		
Section 4.7 - PAYMENT OF PRE-RETIREMENT DEATH BENEFITS		
Section 4.8 - DESIGNATION OF BENEFICIARY		
Section 4.9 - PAYMENT TO SURVIVORS		
Section 4.10 - ADJUSTMENTS TO BENEFITS FOR RETIREES		
Section 4.12 - RETROACTIVE ANNUITY STARTING DATE		
ARTICLE V - COMMENCEMENT AND DURATION OF BENEFITS       28         Section 5.1 - RETIREMENT BENEFITS       28         Section 5.2 - OFFSET OF BENEFITS OF FORMER DISABILITY RETIREE       28         Section 5.3 - SUSPENSION OR LOSS OF BENEFITS       28         Section 5.4 - OVERPAYMENTS FROM THE PENSION FUND       31         Section 5.5 - IN-SERVICE DISTRIBUTIONS       31         ARTICLE VI - JOINT AND SURVIVOR ANNUITY REQUIREMENTS       33         Section 6.1 - QUALIFIED JOINT AND OPTIONAL ANNUITIES       33         Section 6.2 - QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY       34         Section 6.3 - NOTICE REQUIREMENTS       34         Section 6.5 - ELIGIBLE ROLLOVER       35         Section 6.5 - ELIGIBLE ROLLOVER       35         ARTICLE VII-MAXIMUM BENEFIT LIMITATION       37         Section 7.1 - GENERAL LIMITATION RULE       37         ARTICLE VIII-NON-ALIENATION OF BENEFITS       38         Section 8.2 - DEDUCTION FOR RETIREE MEDICAL COVERAGE       38         Section 9.1 - CONTRIBUTIONS & FUNDING       39         Section 9.2 - ANTI CUT-BACK OF BENEFITS       39         Section 9.3 - RECIPROCITY AGREEMENT       39         Section 10.1 - RIGHT TO AMEND AND/OR TERMINATE       40         Section 10.2 - TAX QUALIFICATION       40         Section 10.4 - ADDIT		
Section 5.1 - RETIREMENT BENEFITS   28		
Section 5.2 - OFFSET OF BENEFITS OF FORMER DISABILITY RETIREE.       28         Section 5.3 - SUSPENSION OR LOSS OF BENEFITS.       28         Section 5.5 - OVERPAYMENTS FROM THE PENSION FUND.       31         Section 5.5 - IN-SERVICE DISTRIBUTIONS.       31         ARTICLE VI - JOINT AND SURVIVOR ANNUITY REQUIREMENTS.       33         Section 6.1 - QUALIFIED JOINT AND OPTIONAL ANNUITIES.       33         Section 6.2 - QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY.       34         Section 6.3 - NOTICE REQUIREMENTS.       34         Section 6.4 - CASH OUT PROVISION.       35         Section 6.5 - ELIGIBLE ROLLOVER.       35         ARTICLE VII-MAXIMUM BENEFIT LIMITATION       37         Section 7.1 - GENERAL LIMITATION RULE.       37         ARTICLE VIII-NON-ALIENATION OF BENEFITS.       38         Section 8.1 - NON-ALIENATION OF BENEFITS.       38         Section 8.2 - DEDUCTION FOR RETIREE MEDICAL COVERAGE.       38         ARTICLE IX - CONTRIBUTIONS & FUNDING.       39         Section 9.1 - CONTRIBUTIONS & FUNDING.       39         Section 9.2 - ANTI CUT-BACK OF BENEFITS.       39         Section 9.3 - RECIPROCITY AGREEMENT.       39         Section 10.1 - RIGHT TO AMEND AND/OR TERMINATE.       40         Section 10.2 - TAX QUALIFICATION.       40         Secti	<u>ARTICLE V – COMMENCEMENT AND DURATION OF BENEFITS</u>	<u>28</u>
Section 5.3 - SUSPENSION OR LOSS OF BENEFITS		
Section 5.4 - OVERPAYMENTS FROM THE PENSION FUND.       31         Section 5.5 - IN-SERVICE DISTRIBUTIONS.       31         ARTICLE VI - JOINT AND SURVIVOR ANNUITY REQUIREMENTS.       33         Section 6.1 - QUALIFIED JOINT AND OPTIONAL ANNUITIES.       33         Section 6.2 - QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY.       34         Section 6.3 - NOTICE REQUIREMENTS.       34         Section 6.4 - CASH OUT PROVISION.       35         Section 6.5 - ELIGIBLE ROLLOVER.       35         ARTICLE VII-MAXIMUM BENEFIT LIMITATION       37         Section 7.1 - GENERAL LIMITATION RULE.       37         ARTICLE VIII-NON-ALIENATION OF BENEFITS.       38         Section 8.1 - NON-ALIENATION OF BENEFITS.       38         Section 8.2 - DEDUCTION FOR RETIREE MEDICAL COVERAGE.       38         ARTICLE IX - CONTRIBUTIONS AND FUNDING.       39         Section 9.1 - CONTRIBUTIONS & FUNDING.       39         Section 9.2 - ANTI CUT-BACK OF BENEFITS.       39         Section 9.3 - RECIPROCITY AGREEMENT.       39         ARTICLE X - AMENDMENT AND DURATION OF PLAN       40         Section 10.1 - RIGHT TO AMEND AND/OR TERMINATE.       40         Section 10.2 - TAX QUALIFICATION.       40         Section 10.3 - DURATION.       40         Section 10.4 - ADDITIONAL RIGHTS OF THE BOAR		
Section 5.5 - IN-SERVICE DISTRIBUTIONS.       31         ARTICLE VI - JOINT AND SURVIVOR ANNUITY REQUIREMENTS.       33         Section 6.1 - QUALIFIED JOINT AND OPTIONAL ANNUITIES.       33         Section 6.2 - QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY.       34         Section 6.3 - NOTICE REQUIREMENTS.       34         Section 6.4 - CASH OUT PROVISION.       35         Section 6.5 - ELIGIBLE ROLLOVER.       35         ARTICLE VII-MAXIMUM BENEFIT LIMITATION       37         Section 7.1 - GENERAL LIMITATION RULE.       37         ARTICLE VIII-NON-ALIENATION OF BENEFITS.       38         Section 8.1 - NON-ALIENATION OF BENEFITS.       38         Section 8.2 - DEDUCTION FOR RETIREE MEDICAL COVERAGE.       38         ARTICLE IX - CONTRIBUTIONS AND FUNDING.       39         Section 9.1 - CONTRIBUTIONS & FUNDING.       39         Section 9.2 - ANTI CUT-BACK OF BENEFITS.       39         Section 9.3 - RECIPROCITY AGREEMENT.       39         ARTICLE X - AMENDMENT AND DURATION OF PLAN.       40         Section 10.1 - RIGHT TO AMEND AND/OR TERMINATE.       40         Section 10.2 - TAX QUALIFICATION.       40         Section 10.4 - ADDITIONAL RIGHTS OF THE BOARD OF TRUSTEES.       40		
ARTICLE VI – JOINT AND SURVIVOR ANNUITY REQUIREMENTS		
Section 6.1 – QUALIFIED JOINT AND OPTIONAL ANNUITIES.       33         Section 6.2 – QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY.       34         Section 6.3 – NOTICE REQUIREMENTS.       34         Section 6.4 – CASH OUT PROVISION.       35         Section 6.5 – ELIGIBLE ROLLOVER.       35         ARTICLE VII-MAXIMUM BENEFIT LIMITATION       37         Section 7.1 – GENERAL LIMITATION RULE.       37         ARTICLE VIII-NON-ALIENATION OF BENEFITS.       38         Section 8.1 – NON-ALIENATION OF BENEFITS.       38         Section 8.2 – DEDUCTION FOR RETIREE MEDICAL COVERAGE.       38         ARTICLE IX – CONTRIBUTIONS AND FUNDING.       39         Section 9.1 – CONTRIBUTIONS & FUNDING.       39         Section 9.2 – ANTI CUT-BACK OF BENEFITS.       39         Section 9.3 – RECIPROCITY AGREEMENT.       39         ARTICLE X – AMENDMENT AND DURATION OF PLAN       40         Section 10.1 – RIGHT TO AMEND AND/OR TERMINATE.       40         Section 10.2 – TAX QUALIFICATION.       40         Section 10.3 – DURATION.       40         Section 10.4 – ADDITIONAL RIGHTS OF THE BOARD OF TRUSTEES.       40		
Section 6.2 - QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY.       34         Section 6.3 - NOTICE REQUIREMENTS.       34         Section 6.4 - CASH OUT PROVISION.       35         Section 6.5 - ELIGIBLE ROLLOVER.       35         ARTICLE VII-MAXIMUM BENEFIT LIMITATION       37         Section 7.1 - GENERAL LIMITATION RULE.       37         ARTICLE VIII-NON-ALIENATION OF BENEFITS.       38         Section 8.1 - NON-ALIENATION OF BENEFITS.       38         Section 8.2 - DEDUCTION FOR RETIREE MEDICAL COVERAGE.       38         ARTICLE IX - CONTRIBUTIONS AND FUNDING.       39         Section 9.1 - CONTRIBUTIONS & FUNDING.       39         Section 9.2 - ANTI CUT-BACK OF BENEFITS.       39         Section 9.3 - RECIPROCITY AGREEMENT.       39         ARTICLE X - AMENDMENT AND DURATION OF PLAN       40         Section 10.1 - RIGHT TO AMEND AND/OR TERMINATE.       40         Section 10.2 - TAX QUALIFICATION.       40         Section 10.3 - DURATION.       40         Section 10.4 - ADDITIONAL RIGHTS OF THE BOARD OF TRUSTEES.       40	<u>ARTICLE VI – JOINT AND SURVIVOR ANNUITY REQUIREMENTS</u>	33
Section 6.3 – NOTICE REQUIREMENTS       34         Section 6.4 – CASH OUT PROVISION       35         Section 6.5 – ELIGIBLE ROLLOVER       35         ARTICLE VII-MAXIMUM BENEFIT LIMITATION       37         Section 7.1 – GENERAL LIMITATION RULE       37         ARTICLE VIII-NON-ALIENATION OF BENEFITS       38         Section 8.1 – NON-ALIENATION OF BENEFITS       38         Section 8.2 – DEDUCTION FOR RETIREE MEDICAL COVERAGE       38         ARTICLE IX – CONTRIBUTIONS AND FUNDING       39         Section 9.1 – CONTRIBUTIONS & FUNDING       39         Section 9.2 – ANTI CUT-BACK OF BENEFITS       39         Section 9.3 – RECIPROCITY AGREEMENT       39         ARTICLE X – AMENDMENT AND DURATION OF PLAN       40         Section 10.1 – RIGHT TO AMEND AND/OR TERMINATE       40         Section 10.2 – TAX QUALIFICATION       40         Section 10.3 – DURATION       40         Section 10.4 – ADDITIONAL RIGHTS OF THE BOARD OF TRUSTEES       40		
Section 6.4 - CASH OUT PROVISION       35         Section 6.5 - ELIGIBLE ROLLOVER       35         ARTICLE VII-MAXIMUM BENEFIT LIMITATION       37         Section 7.1 - GENERAL LIMITATION RULE       37         ARTICLE VIII-NON-ALIENATION OF BENEFITS       38         Section 8.1 - NON-ALIENATION OF BENEFITS       38         Section 8.2 - DEDUCTION FOR RETIREE MEDICAL COVERAGE       38         ARTICLE IX - CONTRIBUTIONS AND FUNDING       39         Section 9.1 - CONTRIBUTIONS & FUNDING       39         Section 9.2 - ANTI CUT-BACK OF BENEFITS       39         Section 9.3 - RECIPROCITY AGREEMENT       39         ARTICLE X - AMENDMENT AND DURATION OF PLAN       40         Section 10.1 - RIGHT TO AMEND AND/OR TERMINATE       40         Section 10.2 - TAX QUALIFICATION       40         Section 10.3 - DURATION       40         Section 10.4 - ADDITIONAL RIGHTS OF THE BOARD OF TRUSTEES       40	·	
Section 6.5 - ELIGIBLE ROLLOVER.       35         ARTICLE VII-MAXIMUM BENEFIT LIMITATION       37         Section 7.1 - GENERAL LIMITATION RULE       37         ARTICLE VIII-NON-ALIENATION OF BENEFITS       38         Section 8.1 - NON-ALIENATION OF BENEFITS       38         Section 8.2 - DEDUCTION FOR RETIREE MEDICAL COVERAGE       38         ARTICLE IX - CONTRIBUTIONS AND FUNDING       39         Section 9.1 - CONTRIBUTIONS & FUNDING       39         Section 9.2 - ANTI CUT-BACK OF BENEFITS       39         Section 9.3 - RECIPROCITY AGREEMENT       39         ARTICLE X - AMENDMENT AND DURATION OF PLAN       40         Section 10.1 - RIGHT TO AMEND AND/OR TERMINATE       40         Section 10.2 - TAX QUALIFICATION       40         Section 10.3 - DURATION       40         Section 10.4 - ADDITIONAL RIGHTS OF THE BOARD OF TRUSTEES       40		
ARTICLE VII-MAXIMUM BENEFIT LIMITATION       37         Section 7.1 - GENERAL LIMITATION RULE       37         ARTICLE VIII-NON-ALIENATION OF BENEFITS       38         Section 8.1 - NON-ALIENATION OF BENEFITS       38         Section 8.2 - DEDUCTION FOR RETIREE MEDICAL COVERAGE       38         ARTICLE IX - CONTRIBUTIONS AND FUNDING       39         Section 9.1 - CONTRIBUTIONS & FUNDING       39         Section 9.2 - ANTI CUT-BACK OF BENEFITS       39         Section 9.3 - RECIPROCITY AGREEMENT       39         ARTICLE X - AMENDMENT AND DURATION OF PLAN       40         Section 10.1 - RIGHT TO AMEND AND/OR TERMINATE       40         Section 10.2 - TAX QUALIFICATION       40         Section 10.3 - DURATION       40         Section 10.4 - ADDITIONAL RIGHTS OF THE BOARD OF TRUSTEES       40		
Section 7.1 – GENERAL LIMITATION RULE	Section 6.5 – ELIGIBLE ROLLOVER.	35
ARTICLE VIII-NON-ALIENATION OF BENEFITS       38         Section 8.1 – NON-ALIENATION OF BENEFITS       38         Section 8.2 – DEDUCTION FOR RETIREE MEDICAL COVERAGE       38         ARTICLE IX – CONTRIBUTIONS AND FUNDING       39         Section 9.1 – CONTRIBUTIONS & FUNDING       39         Section 9.2 – ANTI CUT-BACK OF BENEFITS       39         Section 9.3 – RECIPROCITY AGREEMENT       39         ARTICLE X – AMENDMENT AND DURATION OF PLAN       40         Section 10.1 – RIGHT TO AMEND AND/OR TERMINATE       40         Section 10.2 – TAX QUALIFICATION       40         Section 10.3 – DURATION       40         Section 10.4 – ADDITIONAL RIGHTS OF THE BOARD OF TRUSTEES       40	ARTICLE VII-MAXIMUM BENEFIT LIMITATION	<u>37</u>
Section 8.1 – NON-ALIENATION OF BENEFITS	Section 7.1 – GENERAL LIMITATION RULE	37
Section 8.2 - DEDUCTION FOR RETIREE MEDICAL COVERAGE	ARTICLE VIII-NON-ALIENATION OF BENEFITS	<u>38</u>
ARTICLE IX – CONTRIBUTIONS AND FUNDING       39         Section 9.1 – CONTRIBUTIONS & FUNDING       39         Section 9.2 – ANTI CUT-BACK OF BENEFITS       39         Section 9.3 – RECIPROCITY AGREEMENT       39         ARTICLE X – AMENDMENT AND DURATION OF PLAN       40         Section 10.1 – RIGHT TO AMEND AND/OR TERMINATE       40         Section 10.2 – TAX QUALIFICATION       40         Section 10.3 – DURATION       40         Section 10.4 – ADDITIONAL RIGHTS OF THE BOARD OF TRUSTEES       40	Section 8.1 – NON-ALIENATION OF BENEFITS	38
Section 9.1 – CONTRIBUTIONS & FUNDING	Section 8.2 - DEDUCTION FOR RETIREE MEDICAL COVERAGE	38
Section 9.1 – CONTRIBUTIONS & FUNDING	ARTICLE IX - CONTRIBUTIONS AND FUNDING	39
Section 9.2 – ANTI CUT-BACK OF BENEFITS		
Section 9.3 – RECIPROCITY AGREEMENT		
ARTICLE X – AMENDMENT AND DURATION OF PLAN		
Section 10.1 – RIGHT TO AMEND AND/OR TERMINATE		
Section 10.2 – TAX QUALIFICATION		
Section 10.3 – DURATION40 Section 10.4 – ADDITIONAL RIGHTS OF THE BOARD OF TRUSTEES40		
Section 10.4 – ADDITIONAL RIGHTS OF THE BOARD OF TRUSTEES40		
ANTICLE AI - I ENVIINATION41	ARTICLE XI – TERMINATION	

	Section 11.1 - CONTINUATION OF PLAN	41
	Section 11.2 – TERMINATION OR PARTIAL TERMINATION.	
A	ARTICLE XII – REQUIRED MINIMUM DISTRIBUTIONS	41
	Section 12.1 – REQUIRED BEGINNING DATE	
	Section 12.2 - DEATH OF PARTICIPANT BEFORE DISTRIBUTIONS BEGIN	
	Section 12.3 – FORM OF DISTRIBUTION	
	Section 12.4 – GENERAL ANNUITY REQUIREMENTS	
	Section 12.5 – AMOUNT REQUIRED TO BE DISTRIBUTED BY REQUIRED BEGINNING	G
		43
	Section 12.6 – ADDITIONAL ACCRUALS AFTER FIRST DISTRIBUTION CALENDAR	
	YEAR	43
	Section 12.7 – JOINT LIFE ANNUITIES WHERE THE BENEFICIARY IS NOT THE	
	PARTICIPANT'S SPOUSE	43
	Section 12.8 – PERIOD CERTAIN ANNUITIES	
	Section 12.9 – PARTICIPANT SURVIVED BY DESIGNATED BENEFICIARY.	
	Section 12.10 – NO DESIGNATED BENEFICIARY Section 12.11 - DEATH OF SURVIVING SPOUSE BEFORE DISTRIBUTIONS TO	44
	SURVIVING SPOUSE BEGIN	45
	Section 12.12 – LIFE EXPECTANCY.	
A		
<u>P</u>	ARTICLE XIII-ADMINISTRATION	
	Section 13.1 – ADMINISTRATION BY TRUSTEES	
	Section 13.2 – TRUSTEE OBLIGATION.	
	Section 13.3 – TRUSTEE POWERS	
A	ARTICLE XIV – MISCELLANEOUS	
	Section 14.1 – EMPLOYEE INFORMATION.	-
	Section 14.2 – EMPLOYEE RIGHTS.	
	Section 14.3 – CONTRACT OF EMPLOYMENT.	
	Section 14.4 – EMPLOYER/EMPLOYEE RELATIONSHIP.	
	Section 14.5 – CLAIMS AND APPEALS PROCEDURES.	
	Section 14.6 – ACTIONS OF THE TRUSTEES.	
	Section 14.7 – PERIODIC ACTUARIAL CALCULATION	
	Section 14.8 – INCOMPETENCE OF PENSIONER Section 14.9 – BENEFIT PAYMENTS REVERT TO FUND.	
	Section 14.10 – MERGER OR CONSOLIDATION	
	Section 14.11 – PROSPECTIVE OPERATION	
	Section 14.12 – UNIFORMED SERVICES EMPLOYMENT AND RE-EMPLOYMENT	
	RIGHTS ACT.	54
	Section 14.13 – ASSETS AND LIABILITIES.	
	Section 14.14 – NON-REVERSION.	
	Section 14.15 – EMPLOYER LIABILITY.	
A	ARTICLE XV-EMPLOYER WITHDRAWAL LIABILITY	
_	Section 15.1 – COMPLETE WITHDRAWAL DEFINED.	
	Section 15.2 – PARTIAL WITHDRAWAL DEFINED	
	Section 15.3 – CALCULATION OF WITHDRAWAL LIABILITY.	
	Section 15.4 – DE MINIMIS REDUCTION OF WITHDRAWAL LIABILITY.	
	Section 15.5 – ACTUARIAL ASSUMPTIONS.	
	Section 15.6 – PAYMENT OF WITHDRAWAL LIABILITY.	
	Section 15.7 – RESOLUTION OF DISPUTES.	
	•	

<b>Section 15.8 –</b>	FURNISHING INFORMATION TO EMPLOYERS	64
<b>Section 15.9 –</b>	MISCELLANEOUS	64

#### **PREAMBLE**

This Laborers Local No. 265 Pension Plan (the "Plan") is hereby updated and restated as of June 1, 2022, in accordance with the powers granted to the undersigned Trustees in the Laborers Local No. 265 Pension Fund Restated Agreement and Declaration of Trust, effective November 1, 1976.

On November 7, 1969, the then Trustees of the Plan, pursuant to the Agreement and Declaration of Trust effective January 21, 1969, adopted a certain Plan which provided pension benefits to eligible Employees.

The purpose of the Plan is to provide pension benefits to all Participants and Beneficiaries (as defined herein) who satisfy the requirements respecting eligibility contained in the Plan. This Restated Plan is intended to consolidate and update the Plan, with all amendments thereto, into one document to comply with all applicable laws, and is further intended to meet the applicable requirements of the Internal Revenue Code of 1986, the Employee Retirement Income Security Act of 1974, and all amendments and additions thereto. All predecessor Plans are superseded by this Restated Plan, which revises, amends, restates and replaces the predecessor Plan effective January 1, 2022.

# **ARTICLE I – DEFINITIONS**

The following terms, unless the context clearly indicates otherwise, shall have the following respective meanings:

## **Section 1.1 – ACCRUED BENEFIT.**

"Accrued Benefit" of a Participant means that amount, as determined as of any specified date, which is equal to the Participant's Normal Retirement benefit computed in accordance with Article IV of the Plan, but based on Credited Service and contributions to the given date.

#### **Section 1.2 – ACTUARIAL EQUIVALENT.**

"Actuarial Equivalent" means a benefit as of a given date, which has a value equal to the benefit or benefits otherwise payable under this Plan as certified by the Plan Actuary. This determination shall be based upon a 7.0% per annum interest rate assumption and the UP-1984 Unisex Mortality Table.

With respect to any lump sum payment or payment subject to Section 417(e) of the Internal Revenue Code, the following rules apply for distributions which commence on or after January 1, 2008. The Actuarial Equivalent lump sum value of a benefit shall be determined based upon the following interest and mortality assumptions:

- A) The applicable interest rate for a Plan Year shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Section 430(h)(2)(C) of the Internal Revenue Code for the first full calendar month preceding the Plan Year which contains the date of distribution or such other time as the Secretary of Treasury may by regulations prescribe. For this purpose, the first, second, and third segment rates are the first, second, and third segment rates that would be determined under Section 430(h)(2)(C) of the Internal Revenue Code if:
  - 1) Section 430(h)(2)(D) of the Internal Revenue Code were applied by substituting the average yields for the second full calendar month preceding the Plan Year which contains the date of distribution or such other time as the Secretary of Treasury may by regulation prescribe for the average yields for the 24-month period described in such Section; and
  - 2) Section 430(h)(2)(G)(i)(II) of the Internal Revenue Code were applied by substituting "Section 417(e)(3)(A)(ii)(II)" for "Section 412(b)(5)(B)(ii)(II)"; and the applicable percentage under Section 430(h)(2)(G) of the Internal Revenue Code is treated as being 20% in 2008, 40% in 2009, 60% in 2010 and 80% in 2011.

B) The Applicable Mortality Table with respect to payments subject to Section 417(e) of the Internal Revenue Code shall be the mortality table prescribed in regulations under Section 417(e) of the Internal Revenue Code for use in the Plan Year that contains the date of distribution.

## Section 1.3 – ACTUARY.

"Actuary" means any individual who has satisfied the standards and qualifications as set forth in the regulations of the Joint Board for the Enrollment of Actuaries and who has been approved as an enrolled actuary to perform actuarial services required under the Employee Retirement Income Security Act of 1974 (ERISA).

## **Section 1.4 – ADMINISTRATOR.**

"Administrator" means the Board of Trustees.

## Section 1.5 – AGREEMENT AND DECLARATION OF TRUST.

"Agreement and Declaration of Trust" or "Trust" means the Laborers Local No. 265 Restated Agreement and Declaration of Trust dated November 18, 1976, under which this Plan is established, and any amendments or restatements thereto.

#### **Section 1.6 – ALTERNATE PAYEE.**

"Alternate Payee" means a Spouse, former Spouse, child, or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, a Participant's benefits under this Plan.

#### **Section 1.7 – ANNUITANT.**

"Annuitant" means a Participant or Beneficiary who is receiving retirement benefits under this Plan.

## **Section 1.8 – ANNUITY STARTING DATE.**

"Annuity Starting Date" means the first day of the first period for which an amount is paid as an annuity or any other form. The Annuity Starting Date for disability benefits shall be the date such benefits commence if the disability benefit is not an auxiliary benefit. An auxiliary benefit is a disability benefit which does not reduce the benefit payable at Normal Retirement Age.

#### **Section 1.9 – ASSOCIATION.**

"Association" means the Labor Relations Division, Cincinnati Division, Ohio Building Chapter, Associated General Contractors of America, Inc., Mason Contractors Association, and Plastering and Lathing Contractors Association, as successor Associations, and any other associations who may hereinafter become affiliated with this Fund.

## <u>Section 1.10 – BENEFICIARY.</u>

"Beneficiary" means a person designated by a Participant or by the terms of the Plan who is or may become entitled to a benefit thereunder. For purposes of the Required Minimum Distribution rules, the individual who is designated as the Beneficiary under the plan is the designated Beneficiary under Code Section 401(a)(9)(E) and Treasury Regulation 1.401(a)(9)-4, Q&A-1.

# **Section 1.11 – BOARD OF TRUSTEES.**

"Board of Trustees" means the Trustees and their successors, appointed to administer the Plan.

## **Section 1.12 – COLLECTIVE BARGAINING AGREEMENT.**

"Collective Bargaining Agreement" means any written contract by and between the Union and the Employers as defined herein and shall also include any and all extensions thereof, renewal or renewals thereof, any amendments or addenda thereto, any assents to participation, and any subsequent collective bargaining agreements, which provide pension contributions to be made to this Plan, Trust, and Fund as presently existing or as hereafter amended.

## **Section 1.13 – CONTRIBUTIONS.**

"Contributions" means the payments required of any Employer to the Fund, to include both paid and owed amounts.

## **Section 1.14 – COVERED EMPLOYMENT.**

"Covered Employment" means employment by an Employee for which an Employer has agreed to contribute to the Fund under a written Collective Bargaining Agreement with the Union or under any other written agreement. Covered Employment shall include employment with the Union as an Employee of the Union or of the Fund, or as an elected or an appointed official of the Union, insofar as the Union or the Fund makes contributions to the Fund with respect to said employment pursuant to a written participation agreement, and the Trustees agree to accept such officer or Employee. Covered Employment shall also include a person, represented by or under the jurisdiction of the Union, who shall be employed by a Governmental Unit or Agency, in accordance with a written agreement, ordinance, or resolution.

## **Section 1.15 – CREDITED SERVICE.**

"Credited Service" of an Employee is the time computed in accordance with Article II hereof, which is used to determine an Employee's eligibility for benefits.

#### **Section 1.16 – DOMESTIC RELATIONS ORDER.**

"Domestic Relations Order" means any judgment, decree or order (including approval of a property settlement agreement) that: (1) relates to the provision of child support, alimony payments, or marital property rights to a Spouse, former Spouse, child, or other dependent of a Participant; and (2) is made pursuant to a state domestic relations law (including a community property law).

# **Section 1.17 – EMPLOYEE.**

"Employee" means:

- A) All the Employees working or available for work in the collective bargaining unit and represented for the purpose of collective bargaining by the Union who are employed by Employers who are signatory to the Trust Agreement or who signify their intention to be bound by this Trust Agreement by signing a Collective Bargaining Agreement or written participation agreement and by making payments into the Fund.
- B) Elected or appointed officers or Employees of the Union, its State Affiliated or International Organization, or any Association entering into contractual relations with the Union; providing that the Trustees agree to accept such officer or Employee.
- C) A person, represented by or under the jurisdiction of the Union, who shall be employed by a Governmental Unit or Agency, and on whose behalf payment of contributions shall be made at the times and at the rate of payment equal to that paid by an Employer, as defined in this Article, in accordance with a written agreement, ordinance, or resolution.

The term "Employee" shall not include self-employed persons who are described as follows:

- A) a sole proprietor who is a contributing Employer, and the Spouse of sole proprietor, or
- B) a partner in a contributing Employer, regardless of the size of the partnership interest and any Spouse of any partner, or
- C) officers or directors of a contributing Corporate Employer, or anyone who, alone or with a Spouse, owns 51% or more of the stock of a contributing Employer, or

D) Anyone else whose ownership interest in a contributing Employer would, in the opinion of the Trustees jeopardize the tax-exempt status of the Fund or violate ERISA.

#### **Section 1.18 – EMPLOYER.**

"Employer" means and shall be deemed to include any person, firm, association, partnership, or corporation employing Employees working in the Collective Bargaining Unit of the Union as well as Employers who employed persons represented for purposes of collective bargaining by the Union and who signify their intentions to be bound by the provisions of the Agreement and Declaration of Trust by signature hereto, or by signing a written participation agreement, and by making payments into the Fund hereby created. This section shall also include the Laborers International Union of N.A., Local No 265 as an Employer for those Employees working in full time capacities of the Union. The term "Employer" as used in this Plan shall be further deemed to include the Trust itself and any Governmental Unit or Agency that agrees to participate by ordinance, resolution, or written agreement.

## Section 1.19 – ERISA.

"ERISA" means the Employee Retirement Income Security Act of 1974 and any amendments thereto, together with any regulations promulgated pursuant to its provisions.

# Section 1.20 - FIDUCIARY.

In addition to the Trustees, "Fiduciary" means a person who exercises any discretionary authority or discretionary control respecting management of this Plan or exercises any authority or control respecting management or disposition of its assets; who renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of this Plan, or has any authority or responsibility to so; or has any discretionary authority or discretionary responsibility in the administration of this Plan.

#### **Section 1.21 – FORFEITED SERVICE.**

"Forfeited Service" means the Years of Credited Service otherwise credited to an Employee which become forfeited. All Credited Service of a Non-Vested Employee shall be forfeited at the time such Employee suffers the greater of consecutive one (1) year Breaks in Service equal to or exceeding such Non-Vested Employee's prior Years of Credited Service, or five (5) years. In the event Forfeited Service does occur, all benefits accrued under the Plan with respect to such Forfeited Service shall also be forfeited. If an Employee forfeits Credited Service under this Plan and subsequently returns to employment with an Employer, such Employee shall be treated as if he were a new Employee. If a Participant is vested in his benefits, he cannot forfeit Credited Service under this Plan.

# **Section 1.22 – HOUR OF SERVICE.**

"Hour of Service" means:

- A) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours shall be credited to the Employee for the computation period or periods in which the duties are performed; and
- B) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service shall be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours under this paragraph shall be calculated and credited pursuant to section 2530.200b-2 of the Department of Labor Regulations which are incorporated herein by this reference; and
- C) As a credit toward vesting, for each hour for which an Employee, formerly in Covered Employment, is paid or entitled to payment for the performance of duties as a result of a transfer to other duties by his signatory Employer, which duties are not considered as Covered Employment; and
- D) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service shall not be credited both under paragraph (A) or (B), as the case may be, and under this paragraph (D). These hours shall be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made; and
- E) Where the Employer maintains the plan of a predecessor Employer, service for such predecessor Employer shall be treated as service for the Employer; and
- F) As a credit towards vesting, for each hour for which an Employee, formerly in Covered Employment, is paid or entitled to payment for the continued performance of duties for his signatory Employer, whether or not such duties are considered as Covered Employment or management duties, as a result of a change in status from that of an Employee of said signatory Employer to that of management of said signatory Employer, for which such status change results in the inability to have contributions paid on his behalf; and
- G) In the event an Employee is on military leave while the Employee's re-employment rights are protected by law, the Employee will receive credit for Hours of Service to the extent required by Section 414(u) of the Internal Revenue Code; and

H) In addition, solely for the purpose of vesting and determining whether a Break in Service has occurred, the Plan shall credit Hours of Service to the extent required by the Family and Medical Leave Act of 1993.

#### Section 1.23 – JOINT AND SURVIVOR SPOUSE ANNUITY.

"Joint and Survivor Spouse Annuity" means an annuity as determined herein which is payable to the Retiree for life and then to the surviving Spouse for life.

# **Section 1.24 – NON-VESTED EMPLOYEE.**

"Non-Vested Employee" means a Participant who has not yet met the vesting standards of the Plan and earned a non-forfeitable right to a pension benefit at Normal Retirement Age.

## **Section 1.25 – NORMAL RETIREMENT AGE.**

"Normal Retirement Age" means the later of the Participant's sixty-second (62<sup>nd</sup>) birthday or the fifth (5<sup>th</sup>) anniversary of the time the Participant commenced participation in the Plan.

## **Section 1.26 – NORMAL RETIREMENT DATE.**

"Normal Retirement Date" means the first day of the month coincident with or immediately following the later of the Participant's attainment of his Normal Retirement Age or the fifth (5th) anniversary of the time he commenced participation in the Plan.

#### <u>Section 1.27 – ONE YEAR BREAK IN SERVICE.</u>

"One Year Break in Service" means any Plan Year during which an Employee has not completed one (1) Hour of Service.

#### Section 1.28 – PARTICIPANT.

"Participant" means any Employee or former Employee of an Employer who is eligible to receive a benefit of any type from the Plan or whose beneficiaries may be eligible to receive any such benefit.

- A) Prior to November 1, 1999, an Employee became a Participant in the Plan by completing one (1) Hour of Service.
- B) On and after November 1, 1999, an Employee will become a Participant in the Plan on the first day of the month following the completion of 1,000 Hours of Service.

The term "Active Participant" means any Participant who has earned at least one (1) year of Credited Service in the past two (2) Plan Years. The date used for determining whether or not a participant is an "Active Participant" for Disability eligibility under Section 3.3 of the Plan shall be the actual date of disability.

## Section 1.29 – PLAN.

"Plan" means the Laborers' Local No. 265 Pension Plan.

# Section 1.30 – PLAN YEAR.

"Plan Year" means a twelve (12) consecutive month period beginning on November 1 and ending on October 31.

# Section 1.31 - PROFESSIONAL ADMINISTRATOR.

"Professional Administrator" means that person or company retained by the Board of Trustees to carry out the ministerial functions of the Plan and such other activities as may be requested by the Board of Trustees.

## <u>Section 1.32 – QUALIFIED DOMESTIC RELATIONS ORDER.</u>

"Qualified Domestic Relations Order" means any Domestic Relations Order which has been determined by the Trustees in accordance with procedures established under the Plan to constitute a Qualified Domestic Relations Order within the meaning of Section 414(p) of the Code, or any successor thereto, or is a Domestic Relations Order entered into before January 1, 1985, which satisfies the requirements of Internal Revenue Service Revenue Ruling 80-27.

#### **Section 1.33 – QUALIFIED ELECTION.**

A "Qualified Election" is the process by which a Participant completes a waiver of a Qualified Joint and Survivor Annuity or a Qualified Pre-Retirement Survivor Annuity. Such waiver shall not be effective unless the Participant's Spouse consents in writing to the election and the Spouse's consent is witnessed by a Plan representative or notary public. If it is established to the satisfaction of the Board of Trustees that such written consent may not be obtained because there is no Spouse or the Spouse cannot be located, a waiver will be deemed a Qualified Election.

Any consent by a Spouse (or establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to such Spouse. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time prior to the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Article VI below.

#### **Section 1.34 – RETIREMENT.**

"Retirement" means that the Participant has withdrawn from employment in the industry and is no longer available for work in any of the job classifications as set forth in the Collective Bargaining Agreement of the Union. For purposes of clarification, a Participant shall not be considered as retired if he returns to employment in the construction industry within sixty (60) days from the effective date of his Retirement pursuant to his retirement application.

## Section 1.35 – SPOUSE.

"Spouse" means a person to whom a Participant is legally married. Whether a marriage is legal shall be determined by federal law and shall include a same-sex Spouse where the Participant and Spouse were legally married in a state that recognizes same-sex marriages. A Spouse may also be a former Spouse designated as a Surviving Spouse by the terms of a valid Qualified Domestic Relations Order. A former Spouse will be treated as the Spouse or surviving Spouse and a current Spouse will not be treated as the Spouse or surviving Spouse to the extent provided under a Qualified Domestic Relations Order as described in Section 414(p) of the Code.

## Section 1.36 – TRUST FUND.

"Trust Fund" means the Laborers Local No. 265 Pension Fund established pursuant to the terms of the Agreement and Declaration of Trust as described herein. It shall include but not be limited to all funds received in the form of contributions (both paid and required to be paid), together with all contracts, including dividends, interests, refunds, transfers of funds under reciprocity, and any other sums payable to the Trustees on account of such contracts, all investments made and held by the Trustees, all income, increments, earnings and profits therefrom, and any and all other property of funds received and held by the Trustees by reason of their acceptance of this Agreement and Declaration of Trust.

## Section 1.37 – UNION.

"Union" means the Laborers International Union of North America, Local No. 265.

## **Section 1.38 – VESTED.**

"Vested" means that the Participant shall have a non-forfeitable right to Pension benefits under either of the following, subject to "Break in Service" rules:

- A) For Participants represented by the Collective Bargaining Unit of the Union:
  - 1) the accumulation of ten (10) Years of Credited Service as defined herein, or

- 2) effective November 1, 1996, the accumulation of five (5) Years of Credited Service, provided that at least one (1) Hour of Service has been credited subsequent to October 31, 1996, or
- 3) for active Participants who have not accumulated five (5) Years of Credited Service, the later of the attainment of Normal Retirement Age or the fifth (5<sup>th</sup>) anniversary of the time he commenced participation in the Plan.
- B) For Participants not represented by the Collective Bargaining Unit of the Union:
  - 1) the accumulation of five (5) Years of Credited Service, provided that at least one (1) Hour of Service has been credited subsequent to October 31, 1989, or
  - 2) the later of the attainment of Normal Retirement Age or the fifth anniversary of the time he commenced participation in the Plan.

# **Section 1.39 – VESTING SERVICE.**

"Vesting Service" means Credited Service as defined in Article II.

# **Section 1.40 – YEAR OF SERVICE.**

"Year of Service" means the same as a year of Credited Service in Article II.

#### ARTICLE II – CREDITED SERVICE

#### **Section 2.1 – CREDITED SERVICE.**

Credited Service is used to determine eligibility for benefits and shall be computed in accordance with the following schedule:

- A) Credited Service Prior to November 1, 1968. It is recognized that it may be difficult or impossible for an Employee to obtain verification of his employment in years prior to November 1, 1968, due to the fact that he may have worked for a great number of Employers, many of whom are no longer in existence and many of whom are no longer doing business in the jurisdictional area of the Union. Therefore, subject to conditions of Section 2.1(A)(1) hereof, an Employee shall be given credit for service prior to November 1, 1968, with a maximum credit limited to a period of twenty (20) years, in years or fractions of a year computed to the nearest one-tenth (1/10<sup>th</sup>) of a year during which he had consecutive continuous membership in the Union; provided, however, that such an Employee who had employment with an Employer in the Collective Bargaining Unit represented by the Union prior to his last continuous date of Union membership or an Employee who is not a member of the Union, shall be given credit for such service on the basis of one (1) year for each one thousand (1,000) hours worked in a calendar year or one-tenth (1/10<sup>th</sup>) of year for each one hundred (100) hours worked if less than one thousand (1,000). This
  - 1) except as provided in Sections 3.4 and 3.5, Credited Service prior to November 1, 1968, shall not be granted to any Employee who fails to have contributions made on his behalf for at least one thousand (1,000) hours worked subsequent to November 1, 1968.
- B) Credited Service from November 1, 1968 to October 31, 1976. For each Plan Year beginning on or after November 1, 1968, an Employee shall accrue one (1) year of Credited Service if contributions have been made on his behalf to the Trust Fund for one thousand (1,000) or more hours. If contributions have been made for less than one thousand (1,000) hours, he shall be credited with one-tenth (1/10<sup>th</sup>) of a year for each one hundred (100) such hours.
- C) Credited Service After November 1, 1976. For each Plan Year beginning on or after November 1, 1976, an Employee shall accrue one (1) year of Credited Service if he completes one thousand (1,000) or more Hours of Service in such Plan Year. If he completes less than one thousand (1,000) Hours of Service, he shall be credited with one-tenth (1/10<sup>th</sup>) of a year for each one hundred (100) such hours.
- D) Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance

with Section 414(u) of the Internal Revenue Code and the Uniformed Services Employment and Re-employment Rights Act (USERRA).

#### Section 2.2 – BREAK IN SERVICE.

The continuity of Covered Employment shall be considered an essential element under this Plan. The continuity of Covered Employment shall be considered broken and, except for Vested Participants and further except for grace periods defined below, all previously accumulated Years of Credited Service and benefit accruals shall be forfeited if an Employee is charged with a number of consecutive one-year Breaks in Services exceeding the greater of five (5) or the aggregate number of years of service before such Breaks in Service.

## Section 2.3 – GRACE PERIOD FOR COVERED EMPLOYMENT.

It shall not be considered a Break in Service and an Employee shall be granted a Grace Period if his failure to earn any pension credits in any period of time equivalent to the period as set forth in Section 2.3 hereof is due to the following:

- A) An individual who is absent from work for maternity or paternity reasons shall receive credit for one (1) Hour of Service for each hour of employment which would otherwise have been credited to such individual but for such absence. For purposes of this paragraph, an absence from work for maternity and paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of a birth of a child to an individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited: (1) in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (2) in all other cases, in the following computation period. No more than one (1) hour is required to be credited to a Participant pursuant to this paragraph to prevent a Break in Service.
- B) Total disability, in which case a Grace Period of up to three (3) years will be allowed during the continuance of such disability, but in the case of a Pensioner receiving Disability Retirement benefits, the Grace Period shall not be granted for any less than that period of time for which he is receiving such disability pension. Total disability for the purpose of this Section of the Plan is to be determined in the sole satisfaction of the Trustees. In order to secure the benefit of the disability Grace Period, an Employee must give written notice to the Trustees that he is disabled. No Grace Period shall be granted for any period prior to one (1) year preceding the receipt of such written notice, unless the Trustees find there are extenuating circumstances which prevent timely filing.

- C) Military service in the Armed Forces of the United States, in which case a Grace Period shall be granted for the entire time the Employee was engaged in such military service, provided he makes himself available for work in covered employment within ninety (90) days after separation from active service in the Armed Forces, or within ninety (90) days after recovery from a disability incurred during military service.
- D) After the last contribution date, the promotion of an Employee by an Employer to an employment category not covered by the Collective Bargaining Agreement in effect between the Employer and the Union, or an Employee's acceptance of full time employment with the local Union, the International or other Employer approved by the Trustees, in which cases a Grace Period for the entire length of such employment will be granted. In order to secure the benefit of a grace period an application in writing must be submitted to the Trustees within twenty-four (24) months after the date that the Employee leaves Covered Employment.
- E) For purposes of determining whether a Break in Service has occurred, periods during which an Employee is absent from work due to an Approved Leave of Absence granted by the Trustees shall not be considered a Break in Service during such periods.

Approved Leave of Absence means any absence authorized by the Trustees, provided that all persons under similar circumstances must be treated alike in the granting of such approved Leave of Absence, and provided further that the Employee retires or returns to work within the period specified in the Approved Leave of Absence.

The exceptions noted in (A)-(E) of this Section are not intended to add to the Credited Service or benefit accruals of any Employee. They are merely intended to set forth a period which may be disregarded in determination of whether a break in Covered Employment has occurred.

## ARTICLE III – ELIGIBILITY FOR BENEFITS

# <u>Section 3.1 – NORMAL RETIREMENT.</u>

An Employee who is a Vested Participant in the Plan shall have a non-forfeitable right to retirement benefits and shall be entitled to retire on the later of the attainment of his Normal Retirement Age or the fifth (5th) anniversary of the time he commenced participation in the Plan. His date of Retirement shall be on or after the first day of the month next following the date upon which written application for retirement is filed with the Trustees or their authorized agent, accompanied with satisfactory evidence of his date of birth. This Section shall entitle the Employee to Normal Retirement benefits as provided in Section 4.1 hereunder.

# **Section 3.2 – EARLY RETIREMENT.**

- A) Retirement at age 55 years or later with ten (10) or more Years of Credited Service in the Plan. On and after November 1, 1983, an Employee in the Plan who has not yet attained his Normal Retirement Age shall be entitled to retire on the first (1st) day of the month following the later of the attainment of age 55 years and the completion of ten (10) or more Years of Credited Service in the Plan (at least 1,000 hours of which are for Credited Service on or after November 1, 1968).
- B) Retirement at age 55 years or later, with five (5) or more Years of Credited Service in the Plan. On and after August 1, 2000, an Employee in the Plan who has not yet attained his Normal Retirement Age shall be entitled to retire on the first (1st) day of the month following the later of the attainment of age 55 years and the completion of five (5) or more Years of Credited Service in the Plan (at least 1,000 hours of which are for Credited Service on or after November 1, 1968 and at least one (1) Hour of Service shall have been credited on or after November 1, 1996).

This Section shall entitle the Employee to an Early Retirement benefit as provided in Section 4.3. A Participant retiring with an Early Retirement benefit will be subject to the Suspension or Loss of Benefit Rules provided in Section 5.3(B) until reaching Normal Retirement Age.

## <u>Section 3.3 – DISABILITY RETIREMENT.</u>

Active Participants, as defined in Article I, who become permanently and totally disabled prior to Normal Retirement, shall be entitled to retire and to be eligible for disability benefits as provided hereunder.

A) <u>Total Disability</u>. An Employee shall be deemed to be permanently and totally disabled only if a determination has been made by the Social Security Administration of Medical Disability in connection with Old Age and Survivors Insurance Coverage.

- B) Medical Certification. The Board of Trustees may require a Participant applying for or receiving disability benefits to submit to an independent examination by a physician or physicians selected by the Trustees and may require a Participant to submit to reexaminations periodically as the Board of Trustees may direct. The Board of Trustees shall be the sole judge of total and permanent disability based upon findings by the Social Security Administration as set forth above. Upon reaching Normal Retirement Age, a Participant receiving a Disability Retirement Benefit shall not be required to submit to continuing proof of disability.
- C) Commencement of Benefits. Disability Retirement Benefits will start the first day of the month following the month a Participant's application is received or when the Participant begins receiving disability payments from Social Security, whichever occurs later.
- D) <u>Date of Disability</u>. The date of disability shall be determined to have occurred on the date determined by the Social Security Administration.
- E) Cessation of Total and Permanent Disability Prior to Normal Retirement. Any Employee retiring under this disability pension provision who subsequently ceases to be totally and permanently disabled may then return to Covered Employment and thereby resume the accrual of Credited Service and benefits as outlined in Article II of this Plan or may apply for an Early Retirement Benefit, as provided by the Plan, in which case the Early Retirement Benefit shall become payable for the month immediately following the month of which the Disability Retirement Benefit terminates. Said disability benefits will terminate upon cessation of total and permanent disability.
- F) <u>Cessation of Disability Payment at Normal Retirement</u>. The Disability Retirement Benefit shall cease with the payment due for the month immediately preceding the former Participant's Normal Retirement Date, as of which he or she shall be deemed eligible for the Normal Retirement Benefit.
  - 1) At Normal Retirement Age, the Disability Retirement Benefits being received will be converted to a joint and survivor benefit, if the Participant is married, unless said joint and survivor option is waived by the Participant's Spouse. The benefit payable at Normal Retirement Age shall remain subject to the actuarial reduction specified in Section 4.4 regardless of the form of benefit selected.
  - 2) Upon the death of the Participant prior to Normal Retirement Age, the surviving Spouse shall be entitled to a Qualified Pre-Retirement Survivor Annuity determined in accordance with Section 6.2 hereunder.
- G) <u>Earnings by a Disability Pensioner Suspension of Benefits.</u> A disability pensioner shall not be entitled to receive a monthly Disability Retirement Benefit for any month during which he earns more than that amount allowed to be earned under Social

Security Regulations. A disability pensioner shall report any and all earnings from any employment in excess of that amount allowed under Social Security to the office of the Pension Fund, in writing, within fifteen (15) days after the end of each quarter in which he had such earnings. If a disability pensioner fails to make such timely reports as required by this section, he shall be disqualified for benefits for twelve (12) months in addition to the duration of such employment for such violation.

The repayment of any disability benefits shall occur within thirty (30) days after notice by the Fund Office. Failure to repay said disability benefits in a timely fashion will result in the implementation of a payment schedule whereby future benefit payments from the Plan will be reduced to reflect the amount owed.

## Section 3.4 – VESTED DEFERRED RETIREMENT.

Any Vested Participant who ceases to work for an Employer making contributions on his behalf to the Trust shall be entitled to a non-forfeitable retirement benefit commencing on the first (1st) day of the month following his 62<sup>nd</sup> birthday, computed on the same basis as Normal Retirement under Section 3.1 hereof, or commencing on the first (1st) day of any month following his 55<sup>th</sup> birthday and prior to his 62<sup>nd</sup> birthday, computed on the same basis as Early Retirement under Section 3.2 provided he satisfies service requirements.

# **Section 3.5 – PARTIAL PENSION.**

Partial Pensions are provided under this Plan for Employees who would otherwise lack sufficient Credited Service to be eligible for any pension because their years of employment were divided between different Pension Plans, or, if eligible, whose pensions would be less than the full amount because of such division of employment. The eligibility of the Participant shall be in accordance with a duly adopted reciprocal agreement with one or more other pension plans, which are considered as related Plans. Eligibility for a Disability Retirement benefit hereunder shall be subject to the provisions of Section 3.3 herein.

#### **Section 3.6 – POSTPONED RETIREMENT.**

A Participant who defers his Retirement past his Normal Retirement Age because of continuing employment shall have his benefits suspended until his actual Retirement date but shall continue to accrue retirement benefits in accordance with Article IV. Under these circumstances, the actual Retirement date shall be considered as his Normal Retirement Date for purposes of determining benefits.

## **Section 3.7 – LATE RETIREMENT.**

A Plan Participant who retires as of a Late Retirement Date, which is any date subsequent to a Normal Retirement Date, shall be entitled to receive a monthly pension in an amount that is equal to the greater of the Accrued Benefit as of the Late Retirement Date or the benefit that would have

been payable at his Normal Retirement Date. In calculating this determination, the Actuary shall use such interest and mortality tables as are specified under the definition of Actuarial Equivalent in Section 1.2.

#### ARTICLE IV – RETIREMENT BENEFITS

# **Section 4.1 – NORMAL RETIREMENT.**

The monthly retirement benefits of an Employee eligible for a Normal Retirement benefit shall be computed according to the following formula, and as may be adjusted under Section 4.2 hereof:

- A) \$1.50 per month for each year of Credited Service for service prior to November 1, 1968, not in excess of 20 years, reduced by one (1) year for each year of Credited Service for service on or after November 1, 1968; plus
- B) 4.35% of the amount of Contributions made by an Employer on behalf of the Employee from November 1, 1968, to October 31, 1976; plus
- C) \$1.00 for each 100 Hours of Service completed in each Plan Year from November 1, 1976, to October 31, 1977; plus
- D) \$1.50 for each 100 Hours of Service completed in each Plan Year from November 1, 1977, to October 31, 1979; plus
- E) \$1.75 for each 100 Hours of Service completed in each Plan Year from November 1, 1979, to October 31, 1982; plus
- F) \$2.50 for each 100 Hours of Service completed in each Plan Year from November 1, 1982, to October 31, 1983; plus
- G) 2.24% of the amount of Contributions made by an Employer on behalf of the Employee from November 1, 1983, to October 31, 1985; plus
- H) 2.552% of the amount of Contributions made by an Employer on behalf of the Employee from November 1, 1985, to October 31, 1987; plus
- I) 2.65% of the amount of Contributions made by an Employer on behalf of the Employee from November 1, 1987, to October 31, 1988; plus
- J) 2.915% of the amount of Contributions made by an Employer on behalf of the Employee from November 1, 1988, to October 31, 1994; plus
- K) 2.50% of the amount of Contributions made by an Employer on behalf of the Employee from November 1, 1994, to October 31, 1999; plus

- L) 2.3% of the amount of Contributions made by an Employer on behalf of the Employee from November 1, 1999 through February 28, 2009;
- M) \$15.00 per month for each year of Benefit Service based upon the base journeyman's rates in effect for hours reported from and after March 1, 2009. For the purpose of this paragraph, a year of Benefit Service is defined as that Plan year during which a Participant earns 1,200 Hours of Service for which contributions have been received. More or less than 1,200 hours shall result in a pro rata adjustment of the monthly benefit. For purposes of benefit accrual, hours worked at a contribution rate other than the base journeyman's rate then in effect shall be adjusted to said base journeyman rate.

# Section 4.2 – ADJUSTMENTS TO RETIREMENT FORMULA.

The retirement formula set forth in Section 4.1 above shall be further adjusted as follows:

- A) As of November 1, 1983, all accrued retirement benefits of Participants who are not retired shall be increased by ten (10%) percent;
- B) Effective as of November 1, 1985, all accrued retirement benefits of Participants who are not retired shall be increased by ten (10%) percent;
- C) Effective as of November 1, 1986, all accrued retirement benefits of Participants who are not retired shall be increased by fifteen (15%) percent;
- D) Effective as of November 1, 1987, all accrued retirement benefits of Participants who are not retired shall be increased by five (5%) percent;
- E) Effective as of November 1, 1988, all accrued retirement benefits of Participants who are not retired shall be increased by ten (10%) percent;
- F) Effective as of October 31, 1990, all accrued retirement benefits of Participants who are not retired shall be increased by five (5%) percent.
- G) Effective as of November 1, 1991, all accrued benefits of Participants who are not retired shall be increased by ten (10%) percent.
- H) Effective as of November 1, 1992, all accrued benefits of Active Participants who are not retired shall be increased by five (5%) percent. Active Participants are those Participants who have had some hours and Contributions reported to the Fund for work performed during the November 1, 1991, to October 31, 1992 Plan year.

- I) Effective as of October 31, 1993, all accrued benefits of Active Participants who are not retired shall be increased by five (5%) percent. Active Participants are those Participants who have had some hours reported to the Fund and contributions received by the Fund for work performed during the November 1, 1992, to October 31, 1993, Plan Year, and are not retired as of October 31, 1993.
- J) Effective as of November 1, 1994, all accrued benefits of Active Participants who are not retired as of October 31, 1994, shall be increased by ten (10%) percent. Active Participants are those Participants who have had some hours and contributions reported to the Fund for work performed during the November 1, 1993, to October 31, 1994, Plan Year.
- K) Effective as of October 31, 1996, all accrued benefits of Participants who are not retired as of October 31, 1996, shall be increased by six (6%) percent.
- L) Effective as of October 31, 1996, all accrued benefits of Participants who are not retired as of October 31, 1996, shall be increased by ten (10%) percent.
- M) Effective as of October 31, 1997, all accrued benefits of Active Participants who are not retired shall be increased by ten (10%) percent. Active Participants are those Participants who have had some hours reported to the Fund and contributions received by the Fund for work performed during the November 1, 1996, to October 31, 1997, Plan Year, and are not retired as of October 31, 1997.
- N) Effective as of November 1, 1998, all accrued benefits of all Participants who are not retired as of October 31, 1998, shall be increased by four (4%) percent.

#### **Section 4.3 – EARLY RETIREMENT REDUCTION.**

The monthly retirement benefit of an Employee eligible for an Early Retirement benefit shall be computed as follows:

- A) For Annuity Start Dates prior to September 1, 2017, except as provided in subsections (A)(1)–(4) below, the monthly retirement benefit shall be computed on the same basis as "Normal Retirement" under Sections 4.1 and 4.2, reduced by five-ninths of one percent (5/9 of 1%) for each of the first 48 months that the Early Retirement date is prior to the first of the month next following the 62<sup>nd</sup> birthday, and by five-eighteenths of one percent (5/18 of 1%) for each month of the next 36 months, that the Early Retirement date is prior to the first of the month next following the 62<sup>nd</sup> birthday.
  - 1) Retirement at age 60 years or later with thirty (30) Years of Credited Service. On and after February 1, 1995, but before September 1, 2017, a Participant who retires following the attainment of age 60 years or later and the completion of 30 or more Years of Credited Service in the Plan, at least 1,000 hours of

which are for Credited Service on or after November 1, 1968, shall be entitled to a monthly retirement benefit computed on the same basis as "Normal Retirement" under Sections 4.1 and 4.2.

- 2) Retirement at age 58 years or later with thirty (30) Years of Credited Service. On and after February 1, 1996, but before September 1, 2017, a Participant who retires following the attainment of age 58 years or later and the completion of 30 or more Years of Credited Service in the Plan, at least 1,000 hours of which are for Credited Service on or after November 1, 1968, shall be entitled to a monthly retirement benefit computed on the same basis as "Normal Retirement" under Sections 4.1 and 4.2.
- 3) Retirement at age 55 years or later with thirty (30) Years or Credited Service. On and after November 1, 1998, but before September 1, 2017, a Participant who retires following the attainment of age 55 years or later and the completion of 30 or more Years of Credited Service in the Plan, at least 1,000 hours of which are for Credited Service on or after November 1, 1968, shall be entitled to a monthly retirement benefit computed on the same basis as "Normal Retirement" under Sections 4.1 and 4.2.
- A) Retirement at age 55 years or later with thirty (30) Years or Credited Service. On and after July 1, 2002, but before September 1, 2017, a Participant who retires following the attainment of age 55 years or later and the completion of 30 or more Years of Credited Service in the Plan or when combined with Credited Service in the companion Laborers Ohio State Pension Fund, at least 1,000 hours of which are for Credited Service on or after November 1, 1968, shall be entitled to a monthly retirement benefit computed on the same basis as "Normal Retirement" under Sections 4.1 and 4.2.
- B) For Annuity Starting Dates on or after September 1, 2017, all Early Retirement benefits shall be equal to the Participant's Accrued Benefit, actuarially reduced for each month that the commencement of Early Retirement benefits precedes the Participant's Normal Retirement Age.

#### **Section 4.4 – DISABILITY RETIREMENT.**

The monthly benefit of a Participant eligible for a Disability Retirement under Section 3.3, and who has applied therefore, shall be an amount determined as follows:

A) For disability applications received before February 26, 2010, if the Participant has less than five (5) Years of Credited Service, a lump sum benefit equal to the total amount of contributions received on the account of the Participant will be paid. However, no lump sum benefits will be available for disability applications received on and after February 26, 2010.

B) For disability applications received before February 1, 2017, if the Participant qualifies for a Disability Retirement benefit, the Participant will receive a monthly pension equal to the Participant's Accrued Benefit as of the date of disability, with a minimum benefit of Twenty-five (\$25.00) Dollars to be paid. Effective for disability applications received on and after February 1, 2017, Disability Retirement benefits will be equal to the Participant's Accrued Benefit, actuarially reduced for each month that the commencement of disability benefits precedes the Participant's Normal Retirement Age.

# **Section 4.5 – PRE-RETIREMENT DEATH BENEFIT.**

If an eligible Participant dies prior to Retirement, a death benefit shall be payable under one of the following provisions. Note, however, that on and after February 26, 2010, lump sum payments authorized under Section 4.5(A)(1) & (2) and (C) shall not be paid and these sections shall be suspended until further action of the Trustees:

- A) <u>Lump Sum Death Benefit</u>. A Lump Sum death benefit equal to 100% of the contributions made on behalf of a Participant, shall be payable upon the death of a Participant prior to his retirement under one of the following provisions:
  - 1) If the deceased Participant did not meet the qualifications for Normal or Early Retirement as provided in Sections 3.1 or 3.2 of the Plan, and a) if not Vested in the Plan, a lump sum is payable to his designated Beneficiary, provided that if he is married, and the designated Beneficiary is other than the surviving Spouse of the deceased Participant, then such surviving Spouse shall receive fifty (50%) percent of the lump sum payment; or b) is Vested in the Plan, but is married for less than one (1) year, a lump sum payment is payable to his designated Beneficiary, provided that if the designated Beneficiary is other than the surviving Spouse of the deceased Participant then such surviving Spouse shall receive fifty (50%) percent of the lump sum payment.
  - 2) If the deceased Participant was eligible for Normal or Early Retirement as provided in Sections 3.1 and 3.2 of the Plan, and is unmarried or married for less than one (1) year as determined according to the provisions of the Retirement Equity Act of 1984, a lump sum payment is payable to his designated Beneficiary, provided that if the designated Beneficiary is other than the surviving Spouse of the deceased Participant, then such surviving Spouse shall receive fifty (50%) percent of the lump sum payment.
- B) Qualified Pre-Retirement Survivor Annuity. A Qualified Pre-Retirement Survivor Annuity shall be paid monthly to the surviving Spouse of a vested deceased Participant who was married for more than one (1) year. The monthly benefit shall be determined by Section 6.2 hereunder.

C) In lieu of the above survivor annuity, a surviving Spouse may elect to receive a lump sum benefit hereunder equal to the total Contributions made to the Plan on behalf of the deceased Participant, less any benefits paid, with a reduced Qualified Pre-Retirement Survivor Annuity as described above. The monthly benefit shall be reduced by the actuarial value of the Employer contributions received by the Spouse. Should the amount of Employer contributions exceed the actuarial value of the qualified pre-retirement survivor annuity, acceptance by the surviving Spouse of the Employer Contributions shall constitute a waiver of entitlement to future benefits.

This election by the surviving Spouse will be made only after the surviving Spouse has been informed of:

- 1) the amount of the Employer Contributions payable under this Article;
- 2) the actuarial equivalent value of the Qualified Pre-Retirement Survivor Annuity, payable under Section 6.2;
- 3) the actuarial equivalent value of the reduced annuity if the option is exercised;
- 4) the earliest date the Qualified Pre-Retirement Survivor Annuity payment will commence, which is the date the deceased Participant would have reached 55 years of age;
- 5) the fact that entitlement to the Qualified Pre-Retirement Annuity Benefit, or reduced benefit, terminates upon the death of the surviving Spouse.

A written waiver by the surviving Spouse, waiving entitlement to the benefit not elected will be obtained by the administrator prior to any benefit being paid.

This provision shall supersede any previous "non-Spouse" designation of Beneficiary as may have been made by the Participant.

# **Section 4.6 – POST-RETIREMENT DEATH BENEFIT.**

Benefits payable to a Spouse or other Beneficiary following the death of the Participant shall be paid solely in accordance with the form of benefit selected by the Participant at the time of Retirement. Consistent with the requirements of the Pension Protection Act, any lump sum death benefits previously permitted by the terms of the Plan have been suspended as of March 24, 2010.

# <u>Section 4.7 – PAYMENT OF PRE-RETIREMENT DEATH BENEFITS.</u>

Any benefits payable under Section 4.5 hereof shall be payable providing the deceased Employee has, at the time of his death, some hours of Credited Service. Forfeiture of hours of Credited Service under Section 2.2 hereof shall also serve to forfeit any right to a death benefit under Section 4.5.

#### Section 4.8 – DESIGNATION OF BENEFICIARY.

To the extent the Plan may allow benefits to be paid to a non-Spouse Beneficiary, each Employee may designate a Beneficiary to whom such death benefits shall be paid. The Employee may change his Beneficiary from time to time, before or after his retirement, except as to a Joint and Survivor Annuity. Any designation or change of Beneficiary shall be made by filing written notice with the Trustees or with the Professional administrator in such form as they shall prescribe

# **Section 4.9 – PAYMENT TO SURVIVORS.**

To the extent the Plan may allow benefits to be paid to a non-Spouse Beneficiary, and in the absence of a designated beneficiary or if the designated beneficiary is not living, the Trustees shall cause payment to be made in the following order of priority: to the surviving Spouse, children, father, mother, grandchildren, brother or sister, or the decedent's estate.

- A) Payment of two (2) or more persons. In case two (2) or more persons become entitled to a benefit payment, the entire benefit shall be equally divided among them. In the event one (1) of them has paid the funeral expenses of the deceased Employee, the balance may be divided after the one who paid the funeral expenses has been reimbursed.
- B) Except to the extent otherwise expressly provided in a Qualified Domestic Relations Order, a divorced Spouse of a Participant shall be deemed to have predeceased the Participant. Accordingly, benefits under this Plan shall be paid only to those designated beneficiaries who are entitled to distributions under the Beneficiary designation in effect at the time of the divorce by reason of the divorced Spouse's failure to have survived the Participant. The Participant may change the Beneficiary designation at any time and from time to time after the divorce.

# <u>Section 4.10 – ADJUSTMENTS TO BENEFITS FOR RETIREES.</u>

The monthly benefit checks being paid to retirees under this Plan shall be adjusted as follows:

- A) Effective as of November 1, 1983, all benefit checks being issued to retired Participants shall be increased by ten percent (10%).
- B) Effective as of November 1, 1985, all benefit checks being issued to retired Participants shall be increased by ten percent (10%).
- C) Effective as of November 1, 1986, all benefit checks being issued to retired Participants, shall be increased by fifteen percent (15%).

- D) As of November 1, 1987, all benefit checks being issued to retired Participants, shall be increased by five percent (5%).
- E) As of November 1, 1988, all benefit checks being issued to retired Participants shall be increased by ten percent (10%).
- F) As of November 1, 1990, all benefit checks being issued to retired Participants shall be increased by five percent (5%), but with a minimum increase of Twenty-Five Dollars (\$25.00).
- G) As of November 1, 1991, all benefit checks being issued to retired Participants and Beneficiaries shall be increased by five percent (5%), but with a minimum increase of Twenty-Five Dollars (\$25.00).
- H) As of November 1, 1992, all benefits being paid on the account of a retiree (which account shall include an alternate payee account), and on the account of a Beneficiary (not including the account of an Alternate Payee), shall be increased by five percent (5%), but with a minimum increase to the account of Twenty-Five Dollars (\$25.00).
- I) All retirees and Beneficiaries who are entitled to receive benefits as of October 31, 1993, shall receive one (1) additional benefit check equal to their regular monthly benefit payment, but in no case will this additional benefit check be less than Two Hundred Dollars (\$200.00).
- J) As of November 1, 1994, all benefits being paid on the account of a retiree who was retired as of October 31, 1994, (which account shall include an Alternate Payee account), and on the account of a Beneficiary (not including the account of an Alternate Payee), shall be increased by five percent (5%).
- K) Effective as of November 1, 1996, all benefits being paid on the account of a retiree who is retired as of October 31, 1996, and on the account of a Beneficiary, shall be increased by six percent (6%).
- L) Effective as of November 1, 1996, all benefits being paid on the account of a retiree who is retired as of October 31, 1996, and on the account of a Beneficiary, shall be increased by ten percent (10%).
- M) Effective as of November 1, 1997, all benefits being paid on the account of a retiree who is retired as of October 31, 1997, and on the account of a Beneficiary shall be increased by ten percent (10%).
- N) Effective as of November 1, 1998, all benefits being paid on the account of a retiree who is retired as of October 31, 1998, and on the account of a Beneficiary, shall be increased by four percent (4%).

# **Section 4.12 – RETROACTIVE ANNUITY STARTING DATE.**

To the extent the terms of the Plan permit a Participant to affirmatively select an Annuity Starting Date that occurs some time prior to the date on which the Plan provides the Participant with a Qualified Joint and Survivor Annuity notice (Retroactive Annuity Starting Date – "RASD"), such payments shall be governed by the rules set forth in 29 CFR 1.417(3)-1 which are incorporated herein by reference. Benefits will be calculated as of the RASD using the mortality and interest assumptions in effect on that date. The benefits must satisfy the section 415 limits and 417(e)(3) present value assumptions (if applicable) in effect on the RASD. Participants shall receive make-up payments including an adjustment for interest from the RASD (based on the Applicable Interest Rate) to the date payments are actually made. Spousal consent is required if the survivor benefit payable to the Spouse based on the RASD is less than the amount of the minimum required survivor benefit that would be payable if the actual payment date were used as the Annuity Starting Date.

#### ARTICLE V – COMMENCEMENT AND DURATION OF BENEFITS

# <u>Section 5.1 – RETIREMENT BENEFITS.</u>

- A) Retirement Benefits shall commence on the first (1<sup>st</sup>) day of the month following the date written application for benefits is filed with the Trustees, provided such application is filed by the fifteenth (15<sup>th</sup>) day of the month, otherwise they shall commence no later than the first (1<sup>st</sup>) day of the next following month. In any event, benefits shall commence within 60 days of the end of the Plan Year in which the latest of the following three (3) events occur; but not later than April 1, following the year in which the Participant reaches his Required Beginning Date as set forth in Article XII, Section 12.1:
  - 1) attainment of age 62;
  - 2) the fifth (5<sup>th</sup>) anniversary of participation in the Plan;
  - 3) termination of employment under the Plan.

Notwithstanding the foregoing, the failure of a Participant and Spouse to consent to a distribution when a benefit is immediately distributable shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this Section.

B) Retirement benefits shall be payable to the Participant on his date of retirement and shall be payable on the first (1<sup>st</sup>) day of each month thereafter depending upon the form of payment chosen, but subject to the provisions of Sections 5.2 and 6.2.

# Section 5.2 – OFFSET OF BENEFITS OF FORMER DISABILITY RETIREE.

Any Participant who applied for and receives a lump sum Disability Retirement payment under the provisions of Section 4.4(A) hereof, and who subsequently returns to covered employment, shall have the following options:

- A) to re-enter the Plan as a new Participant; or
- B) within two (2) years of his re-entry into the Plan, to repay the amount of the lump sum benefit previously paid, and thereby be restored to his former status in the Fund at the time of disability.

# Section 5.3 – SUSPENSION OR LOSS OF BENEFITS.

A) A Participant eligible for Normal Retirement, or a retired Participant who withdraws from retirement by working in Disqualifying Employment as set forth under the provisions of Sections (B) and (C) herein, shall be suspended or disqualified from

receiving or being entitled to any pension benefits for any month during which he is not in retirement. Disqualifying Employment shall be construed to mean employment providing services in any of the job categories included in the Collective Bargaining Agreement of the Union under any one (1) or more of the following circumstances:

- 1) employment by any contributing Employer;
- 2) employment by any Employer in the same business as any contributing Employer;
- 3) self-employment in the same business as any contributing Employer; or
- 4) employment or self-employment in any business which is or may be under the jurisdiction of the Union.
- B) <u>Disqualifying Employment Prior to Normal Retirement Age.</u> A retiree who has retired prior to Normal Retirement Age and who becomes disqualified under the provisions of Section (A) above shall have his benefits suspended for every month he was so employed, and for two (2) months additional following termination of re-employment. Pension benefits shall be adjusted at the end of the Plan Year in which re-employment was terminated to include the adjusted age of the Participant, and any contributions received on account of the Participant during such period of re-employment.
- C) <u>Disqualifying Employment After Normal Retirement Age.</u> A retiree who has attained Normal Retirement Age, and who becomes disqualified by working more than 40 hours per month in the geographical area covered by the Plan under the provisions of Section (A) above, shall have his benefits suspended for every month he was so employed. Pension benefits shall be adjusted at the end of the Plan Year in which reemployment was terminated to include the adjusted age of the Participant, and any contributions received on account of the Participant during such period of reemployment.
- D) A Participant who postpones his retirement by continuing his employment beyond his Normal Retirement Age shall be disqualified from receiving or being entitled to any pension benefits until he terminates his employment. He shall, however, be entitled to all Credited Service and benefit accruals earned prior to his date of actual retirement.
- E) Notice of suspension of benefits under (1)-(6) hereof shall be given to all Participants/retirees, and shall include the following information:
  - 1) a description of the specific reasons why benefit payments are being suspended;
  - 2) a general description of the Plan provisions relating to the suspension of payments, and a copy of such provisions;
  - 3) a statement that the applicable Department of Labor Regulations may be found in Section 2530.203-3 of the Code of Federal Regulations;
  - 4) the Plan's procedure for providing a review of the suspension of benefits;

- 5) the procedure, and necessary forms, for filing a notice of termination of Disqualifying Employment and resumption of benefit payments;
- 6) notice that the Plan intends to offset any suspendible amounts actually paid during disqualifying re-employment, specifying the period and amounts of such offset and the manner in which offset will be handled.
- F) <u>Status Determination.</u> Any retiree or Participant may request a determination from the Plan whether specific contemplated employment will be considered as disqualifying employment.
- G) Recoupment. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recoverable through deductions from future benefit payments. Overpayments attributable to payments made for any month or months for which the Participant worked in Disqualifying Employment shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after the Participant attained Normal Retirement Age shall not exceed 25 percent of the pension amount (before deduction), except for the first pension payment made upon resumption after a suspension. If a pensioner dies before recoupment of overpayments has been completed, deductions shall be made from the benefits payable to his Beneficiary as contingent Annuitant, subject to the 25 percent limitation on the rate of deductions.
- H) Proof of Continued Eligibility; Missing Participants; Uncashed Checks. In order to ensure that benefits are paid in accordance with the Plan, the Trustees may implement reasonable procedures to prevent the payment of benefits past the lifetime of a Participant or Beneficiary and to reduce the likelihood of distributing payments to persons not entitled to receive benefits or to persons who are incapable or unwilling to negotiating benefit payment checks. These procedures may include:
  - 1) Proof of continued eligibility. From time to time, the Trustees may request that a Participant or Beneficiary who is receiving benefits provide a statement or other documentation to establish "proof of life." Should the Trustees not receive such proof within the time requested, payment of a Participant's or Beneficiary's benefits will be stopped until such time as the requested proof is received.
  - 2) Missing participants. If a mailed benefit check is returned as undeliverable by the postal service from the most recent mailing address provided by the Participant or Beneficiary, the Trustees may stop payment of the Participant or Beneficiary's benefit, retroactive to the earliest un-negotiated benefit check. The Administrator shall use reasonable measures to identify a possible new mailing address for the Participant or Beneficiary. If a possible new mailing address is located, the Administrator shall mail a request to confirm that: the Participant or Beneficiary remains living; that the Participant or Beneficiary receives mail at the address; and that the Participant is able to receive and

negotiate benefit checks or to receive electronic deposits. If a possible new mailing address cannot be found despite a reasonable search, the Participant or Beneficiary's benefit shall remain stopped.

23) Uncashed benefit checks. If a Participant or Beneficiary's benefit check is not negotiated within 90 days of mailing, and the mailing was not returned undeliverable by the postal service, the Trustees may stop future payment of the Participant or Beneficiary's benefit. The Trustees shall mail a notice of the stoppage to the Participant or Beneficiary and informing them of the right to submit a written request for resumption of benefits.

If, following benefits being stopped in accordance with one of the above procedures, the Participant or Beneficiary requests in writing that benefits be resumed, any benefit payments withheld will be repaid to the Participant or Beneficiary and the payment of future benefits will resume. Notwithstanding any provision of this Plan to the contrary, if, prior to the death of the Participant or Beneficiary, the Trustees have not received a written request for resumption of benefits, then the benefit payments withheld are forfeited.

# <u>Section 5.4 – OVERPAYMENTS FROM THE PENSION FUND.</u>

No Participant or Beneficiary shall be entitled to receive a benefit in excess of that which is provided for by the terms of the Plan. In the event a Participant and/or a Beneficiary is overpaid by the Plan due to any administrative, mathematical or other error, the Board of Trustees shall have the right and obligation to recoup such overpayments through an actuarial reduction of future benefit payments, the offset of future benefit payments or any procedure deemed necessary and reasonable by the Board of Trustees. Any Participant or Beneficiary, upon being notified of the reduction or offset, shall have the right and obligation to appeal the decision to the Board of Trustees prior to commencing any other legal or administrative action. Under no circumstances will an overpayment become or be considered a Vested benefit.

# <u>Section 5.5 – IN-SERVICE DISTRIBUTIONS.</u>

A) In general, and other than provided for in section 5.5(B), no distribution shall be made to a Participant who is employed in any capacity by a contributing Employer at the time of distribution. In the event the Board learns that a Participant did not experience a bona-fide separation of employment or returned to work within 60 days of his or her retirement, all benefit payments will be terminated. Any benefits received will be treated as an overpayment and will be recovered, with interest, by any means the Board deems reasonable.

B) Section 5.5(A) notwithstanding, a vested Participant who has attained age 72 may elect to begin receiving retirement benefits even if he has not experienced a separation from employment. Benefits shall begin under this paragraph on the first day of the month next following the date upon which a complete, written application for retirement is filed with the Trustees or their authorized agent, provided such application is filed by the fifteenth (15th) day of the month, otherwise their benefit shall commence no later than the first (1st) day of the next following month.

# ARTICLE VI – JOINT AND SURVIVOR ANNUITY REQUIREMENTS

# <u>Section 6.1 – QUALIFIED JOINT AND OPTIONAL ANNUITIES.</u>

For Annuity Starting Dates on or after May 1, 2010, unless an optional form of benefit is selected pursuant to a Qualified Election within the 180-day period ending on the Annuity Starting Date, the Vested Accrued Benefit of a Participant that has been married for at least one (1) year will be paid in the form of a Qualified Joint and Survivor Annuity and the Vested Accrued Benefit of a Participant that is unmarried or has been married for less than one (1) year will be paid in the form of a single life annuity. The Participant may elect to have such annuity distributed upon attainment of the Earliest Retirement Age under the Plan. The single life annuity shall be considered the normal form of benefit.

At the time of application for retirement, a Participant who is married may elect one (1) of the following forms of Qualified Joint and Survivor Annuity:

- A) An annuity for the life of the Participant with a survivor annuity for the life of the Spouse which is fifty percent (50%) of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse and which is the actuarial equivalent of the normal form of benefit, or if greater, any optional form of benefit. In the event that no election is timely made, this form shall be the benefit paid by Plan.
- B) An annuity for the life of the Participant with a survivorship annuity for the life of the Spouse which is two-thirds (2/3rds) of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse and which is the actuarial equivalent of the normal form of benefit, or if greater, any optional form of benefit.
- C) For those who retire on or after November 1, 2009, an annuity for the life of the Participant with a survivorship annuity for the life of the Spouse which is three-fourths (3/4ths) of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse and which is the actuarial equivalent of the normal form of benefit, or if greater, any optional form of benefit.
- D) An annuity for the life of the Participant with a survivorship annuity for the life of the Spouse which is equal to the amount of the annuity which is payable during the joint lives of the Participant and the Spouse and which is the actuarial equivalent of the normal form of benefit, or if greater, any optional form of benefit.

At the election of the Participant, made at the time of application for retirement, a "pop-up" option shall be provided whereby if the Spouse thereafter predeceases the Participant, the Joint and Survivorship Pension will revert to the full benefit that would have been payable but for the application of the Joint and Survivorship provision. In the event of such election, the Participant's pension payable under this option shall be the actuarial equivalent of the normal form of benefit.

A Joint and Survivorship Pension, once payments have begun, may not be revoked nor the pensioner's benefits increased by reason of subsequent divorce or death of the Spouse before that of the Participant, except the death of the Spouse as provided for under this "pop-up" option.

# <u>Section 6.2 – QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY.</u>

- A) Death After Reaching Earliest Retirement Age. Unless an optional form of benefit has been selected within the Election Period pursuant to a Qualified Election, if a Participant dies after the Earliest Retirement Age, the Participant's surviving Spouse, if any, will receive the same benefit that would be payable if the Participant had retired with an immediate Qualified Joint and Survivor Annuity on the day before the Participant's date of death. The surviving Spouse may elect to commence payment under such annuity within a reasonable period after the Participant's death.
- B) Death Prior to Earliest Retirement Age. Effective for deaths occurring on or after August 1, 2017, unless an optional form of benefit in accordance with Section 4.5 herein is selected within the Election Period pursuant to a Qualified Election, if a Participant dies on or before the Earliest Retirement Age, the Participant's surviving Spouse (if any) will receive the same benefit that would be payable if the Participant had: i) separated from service on the date of death, (or date of separation from service, if earlier); ii) survived to the Earliest Retirement Age; iii) retired with an immediate Qualified Joint and Survivor Annuity at the Earliest Retirement Age, electing a joint and 50% survivorship option, and iv) died on the day after the Earliest Retirement Age.

The Participant's surviving Spouse may elect to defer commencement of benefits under this paragraph until a date that is no later than the first of the month following the date the Participant would have reached Normal Retirement Age. The benefit amount will be determined as if the Participant survived to the date the surviving Spouse elected to begin receiving that benefit, retired at that age with an immediate 50% Qualified Joint and Survivor Pension, and died the next day.

# <u>Section 6.3 – NOTICE REQUIREMENTS.</u>

- A) In the case of a Qualified Joint and Survivor Annuity as described in this Article, the Plan administrator shall provide each Participant no less than 30 days and no more than 180 days prior to the Annuity Starting Date, a written explanation of:
  - 1) the terms and conditions of a Qualified Joint and Survivor Annuity;
  - 2) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit;
  - 3) the rights of a Participant's Spouse;
  - 4) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.

The Plan Administrator will notify the Participant when the benefit under the Plan is requested. Such notification will include a general description of the material features and an explanation of the relative values of the optional forms of benefit available under the Plan in a manner that satisfies the notice requirements of Code § 417(a)(3) and Treasury Regulations § 1.417(a)(3)-1.

# Section 6.4 – CASH OUT PROVISION.

Lump Sum Cash Outs are payable only at retirement and only after the Participant has completed an application for benefits consenting to a distribution of benefits in a form payable under the Plan. If, however, the actuarial present value of the benefit payable under the Plan is \$1,000 or less as of the date the Participant is eligible for a benefit under the Plan, a distribution may be made to the Participant in a lump sum payment regardless of whether or not an application has been submitted. If the benefit is an Eligible Rollover, the Participant may elect to have the benefit paid to an eligible retirement plan as defined in this Plan.

# **Section 6.5 – ELIGIBLE ROLLOVER.**

As to distributions made on or after January 1, 1993, notwithstanding any provisions of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

Eligible Rollover Distribution: An Eligible Rollover Distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution, does not include; any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancy) of the Distributee's designated Beneficiary, or for the specified period of ten (10) years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determine without regard to the exclusion for net unrealized appreciation with respect to Employer securities).

Eligible Retirement Plan: An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity Plan described in Section 403(a) of the Code, or a Qualified Trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving Spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. For distributions made on or after July 1, 2008, an Eligible Retirement Plan also includes a Roth IRA.

Effective for distributions occurring after December 31, 2001, an Eligible Retirement Plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under

Section 457(b) of the Code which is maintained by a state or political subdivision of a state or agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code.

<u>Distributee</u>: A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the Spouse or former Spouse. Effective for distributions on or after January 1, 2008, a Distributee shall include a Participant's non-Spouse Beneficiary.

<u>Direct Rollover</u>: A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

Spousal Consent: For distributions occurring on or after March 28, 2005, if the present value of any non-forfeitable accrued benefit exceeds (or at the time of any prior distribution, exceeded) \$1,000.00, the benefit may be immediately distributed without the consent of the Participant, and if applicable, the Participant's Spouse. If the Plan provides for distributions which are subject to the survivor annuity requirements of IRC Section 417, the Plan will provide that the present value of a Qualified Joint and Survivor Annuity or a Qualified Pre-Retirement Survivor Annuity will be immediately distributed if such value does not exceed (or at the time of any prior distribution did not exceed) \$1,000.00. The Plan currently does not allow lump sum distributions in excess of \$1,000.00. All cash out distributions remain subject to the consent requirements of the Plan and IRC Section 417(e).

#### ARTICLE VII-MAXIMUM BENEFIT LIMITATION

# Section 7.1 – GENERAL LIMITATION RULE.

The Maximum Benefit Limitation of Code Section 415(d) and Small Benefit Exception of Code Section 415(b)(4) are incorporated herein by reference. The defined benefit dollar limit is \$160,000 per Code Section 415(b)(1)(A). The age-adjusted dollar limit under Code Section 415(b)(2)(C) and (D) will be administered according to IRS Regulation 1.415(b)-1(a)(4) and the payment of benefits in other than a straight life annuity shall be adjusted pursuant to IRS Regulation 1.415(b)-1(c).

- A) For purposes of this Section 7.1, the Plan adopts the safe harbor definition of "Compensation" stated in IRS Regulation 1.415(c)-2(d)(2). Compensation paid or made available during such limitation year shall include the Participant's earned income paid by the later of:
  - 1) two and one-half (2  $\frac{1}{2}$ ) months after severance from employment; or
  - 2) the end of the limitation year that includes the date of severance from employment.

The otherwise permissible annual benefits for any Participant under this Plan may be further reduced to the extent necessary to prevent disqualification of the Plan under Section 415(e) of the Internal Revenue Code. The above limitations are intended to comply with the provisions of Section 415 of the Internal Revenue Code, as amended, so that the maximum benefits provided by Plans would not exceed the maximum amounts allowed under Section 415 of the Internal Revenue Code and regulations thereunder. If there is any discrepancy between the provisions of this Section 7.1 and the provisions of Section 415 of the Internal Revenue Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Internal Revenue Code.

#### ARTICLE VIII-NON-ALIENATION OF BENEFITS

# **Section 8.1 – NON-ALIENATION OF BENEFITS.**

No benefit or interest available hereunder will be subject to assignment or alienation, either voluntarily or involuntarily. The preceding sentence shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a Domestic Relations Order, unless such order is determined to be a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code.

# <u>Section 8.2 – DEDUCTION FOR RETIREE MEDICAL COVERAGE.</u>

Pensioners and Beneficiaries of the Pension Fund who are eligible for medical coverage from a companion Health & Welfare Plan associated with the Pension Fund may authorize in writing a deduction from their monthly pension check the amount required for medical coverage under the Welfare Fund. Such authorizations are strictly voluntary and may be revoked at any time. Such authorizations shall not be an assignment of benefits in that the Welfare Fund shall have no right enforceable against this Fund to any part of the monthly pension benefit. The Welfare Fund must acknowledge in writing that transfer of these kinds of deductions create no enforceable right in or to any benefit payment, or portion thereof, from this Fund. The deduction and transfer will only be made when or after the money would otherwise be payable to the Pensioner or Beneficiary. These deductions cannot be made unless the Welfare Fund reimburses the Fund for any additional costs of the deductions and transfers.

# ARTICLE IX - CONTRIBUTIONS AND FUNDING

# Section 9.1 – CONTRIBUTIONS & FUNDING.

The purpose of this Fund is to provide pension benefits to eligible Employees and/or Spouses and/or named Beneficiaries of the Employee. These benefits are to be funded by receipt of Contributions from contributing Employers and by the returns on the investments of these Contributions. The Trustees will therefore adopt a policy of investment consistent with these objectives so as to provide the greatest possible pension benefits under this Plan.

In order to effectuate the purposes hereof, each Employer shall contribute to the Pension Fund the amount required by the Collective Bargaining Agreement between the Union and the Employer. The rate of contribution shall at all times be governed by the aforesaid Collective Bargaining Agreement then in force and effect. All benefits are payable only from the Pension Fund, only to the extent such Fund shall suffice therefore.

#### **Section 9.2 – ANTI CUT-BACK OF BENEFITS.**

No amendment to the Plan (including a change in the actuarial basis for determining optional or Early Retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's Accrued Benefit. Notwithstanding the preceding sentence, a Participant's Accrued Benefit, early retirement benefit, retirement-type subsidy, or optional form of benefit may be reduced to the extent permitted under Sections 412(c)(8) and 412(d)(2) of the Code or as otherwise permitted by law. For purposes of this paragraph, a Plan amendment which has the effect of (1) eliminating or reducing an Early Retirement benefit or a retirement-type subsidy or (2) eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing Accrued Benefits, unless such amendment is authorized under applicable Treasury Regulations or is otherwise permitted by law. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that continues after retirement, but does not include a qualified disability benefit, a medical benefit, a social security supplement, a death benefit (including life insurance), or a plant shutdown benefit (that does not continue after retirement age). Furthermore, no amendment to the Plan shall have the effect of decreasing a Participant's Vested interest determined without regard to such amendment as of the later of the date such amendment is adopted or becomes effective.

# **Section 9.3 – RECIPROCITY AGREEMENT.**

The Trustees may, from time to time, enter into Reciprocity Agreements with other Pension Funds. This will allow transfers back to the Home Local of contributions generated by a Participant for work in the jurisdiction of a Pension Plan which is not his Home Local, and vice versa.

# ARTICLE X – AMENDMENT AND DURATION OF PLAN

# Section 10.1 – RIGHT TO AMEND AND/OR TERMINATE.

The Trustees hope and expect to continue the Plan indefinitely. However, the right to amend or terminate the Plan is reserved to the Trustees and the consent of any Participant or Annuitant is not required. No amendment shall cause or permit any part of the Fund to be diverted to purposes other than for the exclusive benefits of Participants or Annuitants.

# **Section 10.2 – TAX QUALIFICATION.**

The Trustees intend to obtain approval of the Director of Internal Revenue that the Revised Plan and Trust established in connection herewith is a qualified Plan and Trust under Sections 401(a) and 501(a) of the Internal Revenue Code of 1986, as amended to date, and will entitle any Employer to deduct its contributions to the Plan from its income for the purpose of computing Federal Income Tax under the provisions of Section 404 of the Internal Revenue Code of 1986, as now in effect or hereafter amended. Any amendment or modification of the Plan may be retroactively by the Trustees, if necessary, or appropriate to qualify or maintain the Plan as a Plan and Trust meeting the requirements of Sections 401(a) and 501(a) and 404 of the Internal Revenue Code of 1986, as now in effect or hereafter amended.

# Section 10.3 – DURATION.

This Plan shall continue so long as the Agreement and Declaration of Trust establishing said Plan shall remain operative.

#### Section 10.4 – ADDITIONAL RIGHTS OF THE BOARD OF TRUSTEES.

In addition to the right at any time to terminate the Plan and/or amend the Plan and Trust Agreement, the Board of Trustees shall also have the sole right any time to merge or consolidate with any other qualified Plan and Trust Fund, to transfer the assets and liabilities of the Plan and Trust Fund to any other qualified plan and trust, or to receive the assets and liabilities of any other qualified plan and trust fund. All such actions shall be done by the Board of Trustees in their sole discretion and must be adopted in writing.

# **ARTICLE XI – TERMINATION**

# Section 11.1 – CONTINUATION OF PLAN.

The withdrawal or elimination of some (but not all) groups of Employees from the Plan shall not constitute a termination of this Plan, which shall continue to exist for the benefit of other Employees remaining in or subsequently brought under said continuing Plan.

# Section 11.2 – TERMINATION OR PARTIAL TERMINATION.

In the event of the termination or partial termination of this Plan and Trust, the rights of each Participant to benefits accrued to the date of such termination shall be non-forfeitable to the extent then funded, and the Trust Fund shall be allocated among the Participants and Beneficiaries in the following order:

- A) First, in the case of benefits payable under this Plan and Trust as an annuity and only to the extent that benefits have not been fully purchased:
  - 1) in the case of the benefit of a Participant or Beneficiary who was receiving a benefit as of the beginning of the three (3) year period, ending on the termination date of this Plan, to each such benefit, based on the provisions of this Plan (as in effect during the five (5) year period ending on such date) under which such benefit would be the least,
  - 2) in the case of a Participant's or Beneficiary's benefit (other than a benefit described in Section 11.2(A)(1) above) which would have been paid as of the beginning of such three (3) year period if the Participant had retired prior to the beginning of such three (3) year period and if his benefits had commenced (in the normal form of distribution) as of the beginning of such period, to each such benefit based on the provisions of this Plan (as in effect during the five (5) year period ending on such date) under which such benefit would be the least.
- B) Second, to all other benefits under this Plan subject to guarantee by the Pension Benefit Guaranty Corporation.
- C) Third, to all other non-forfeitable benefits under this Plan not subject to guarantee by the Pension Benefit Guaranty Corporation.
- D) Fourth, to all other benefits under this Plan.

# **ARTICLE XII – REQUIRED MINIMUM DISTRIBUTIONS**

### **Section 12.1 – REQUIRED BEGINNING DATE.**

The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date as defined below.

- A) For Periods Prior to January 1, 2020: The Required Beginning Date for a 5% owner of a contributing Employer means April 1st of the calendar year following the calendar year in which the Participant attains age 70½. For an Employee who is not a 5% owner of a Contributing Employer, Required Beginning Date shall mean April 1st following the calendar year in which the later of two events occur: 1) the Employee reaches age 70½; or 2) the Employee terminates his covered service with an Employer.
- B) For Periods on and After January 1, 2020: The Required Beginning Date for a 5% owner of a contributing Employer means April 1st of the calendar year following the calendar year in which the Participant attains age 72. For an Employee who is not a 5% owner of a Contributing Employer, Required Beginning Date shall mean April 1st following the calendar year in which the later of two events occur: 1) the Employee reaches age 72; or 2) the Employee terminates his covered service with an Employer.

Any provision of the Plan notwithstanding, the Administrator may commence benefit payment for any Participant who has not applied for a benefit prior to his or her Required Beginning Date. If necessary, the Administrator may remit the full amount of the monthly benefit to the Internal Revenue Service as federal income tax withholding.

# **Section 12.2 – DEATH OF PARTICIPANT BEFORE DISTRIBUTIONS BEGIN.**

If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- A) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by the Participant's Required Beginning Date, if later.
- B) If the Participants surviving Spouse is not the Participant's sole designated Beneficiary, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which Participant died.
- C) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by

December 31 of the calendar year containing the fifth anniversary of the Participant's death.

D) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 12.2, other than Section 12.2(A), will apply as if the surviving Spouse were the Participant. For purposes of this Section 12.2 and Required Minimum Distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 12.2(D) applies, the date distributions are required to begin to the surviving Spouse under Section 12.2(A)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 12.2(A)), the date distributions are considered to begin is the date distributions actually commence.

# **Section 12.3 – FORM OF DISTRIBUTION.**

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with this Article. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury Regulations. Any part of the Participant's interest that is in the form of an individual account described in Code Section 414(k) will be distributed in a manner satisfying the requirements of Code Section 401(a)(9) and Treasury Regulations that apply to individual accounts.

# Section 12.4 – GENERAL ANNUITY REQUIREMENTS.

If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

- A) The annuity distributions will be paid in periodic payments made at intervals not longer than one (1) year;
- B) The distribution period will be over a life (or lives) or over a period certain not longer than the period described below;
- C) Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
- D) Payments will either be non-increasing or increase only as follows:

- by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
- 2) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period dies or is no longer the Participant's Beneficiary pursuant to a Qualified Domestic Relations Order within the meaning of Code Section 414(p);
- 3) to provide cash refunds of Employee contributions upon the Participant's death; or
- 4) to pay increased benefits that result from a Plan amendment.

# <u>Section 12.5 – AMOUNT REQUIRED TO BE DISTRIBUTED BY REQUIRED BEGINNING DATE.</u>

The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under 12.2(A) or(B)) is the payment that is required for one (1) payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi- annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

# <u>Section 12.6 – ADDITIONAL ACCRUALS AFTER FIRST DISTRIBUTION CALENDAR</u> YEAR.

Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

# <u>Section 12.7 – JOINT LIFE ANNUITIES WHERE THE BENEFICIARY IS NOT THE PARTICIPANT'S SPOUSE.</u>

If the Participant's interest is being distributed in the form of a Joint and Survivor Annuity for the joint lives of the Participant and a non-Spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Treasury Regulation §1.401(a)(9)-6T. If the form of distribution combines a Joint and

Survivor Annuity for the joint lives of the Participant and a non-Spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

# **Section 12.8 – PERIOD CERTAIN ANNUITIES.**

Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Treasury Regulation §1.401(a)(9)-9 for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Treasury Regulations §1.401(a)(9)-9 of the plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section, or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Treasury Regulation §1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

# Section 12.9 – PARTICIPANT SURVIVED BY DESIGNATED BENEFICIARY.

If the Participant dies before the date distribution of his or interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time the described above in Section 12.2(A) or (B), over the life of the designated Beneficiary or over a period certain not exceeding:

- A) Unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
- B) If the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

### Section 12.10 – NO DESIGNATED BENEFICIARY.

If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year of the Participant's death, distribution of the Participant's entire

interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

# Section 12.11 - DEATH OF SURVIVING SPOUSE BEFORE DISTRIBUTIONS TO SURVIVING SPOUSE BEGIN.

If the Participant dies before the date distribution of his or her interest begins, the Participant's Surviving Spouse is the Participant's sole designated Beneficiary, and the Surviving Spouse dies before distributions to the Surviving Spouse begin, this Section will apply as if the Surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 12.2(A).

# **Section 12.12 – LIFE EXPECTANCY.**

Life expectancy as computed by use of the Single Life Table in Treasury Regulation §1.401(a)(9)-9.

#### ARTICLE XIII-ADMINISTRATION

# **Section 13.1 – ADMINISTRATION BY TRUSTEES.**

The Plan shall be administered by the Trustees. All action by the Trustees shall be by majority decision in the same manner as provided in Article V of the Pension Trust Agreement establishing the Laborers Local No. 265 Pension Fund.

# Section 13.2 - TRUSTEE OBLIGATION.

All Fiduciaries under the Plan shall discharge their duties with respect to the Plan solely in the interests of the Participants, former Participants, retired Participants, and Beneficiaries, and shall act exclusively for the purpose of providing benefits to Participants and Beneficiaries and defraying reasonable expenses of the Plan with the care, skill, prudence and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like purposes. Except as aforesaid, and unless otherwise provided by law, a Fiduciary shall not be liable for any mistake of judgment or other action taken in good faith or for any loss, unless such loss results from his own willful misconduct or gross negligence, or knowingly permitting a willful misconduct or gross negligence of any other Trustee.

# **Section 13.3 – TRUSTEE POWERS.**

The Trustees shall have such powers as are necessary for proper administration of the Plan, including (but not limited to) the following:

- A) To prescribe procedures to be followed by Employees in filing application for benefits and for the furnishing of evidence necessary to establish Employees' rights to benefits under the Plan;
- B) To interpret and administer the Plan; to determine eligibility for benefits, including the amount of benefits; and to decide all questions that may arise or that may be raised under this Plan. The decisions of the Trustees shall be binding upon all persons to the maximum extent permitted under ERISA;
- C) To develop procedures for the establishment of Credited Service of Employees, and after affording Employees an opportunity to make objection with respect thereto, to establish such facts conclusively in advance of retirement;
- D) To obtain from the Employers, from the Union and from the Employees such information as shall be necessary for proper administration of the Plan;

- E) To establish a formula for the determination of benefits, and authorize benefit payments from the Pension Fund to all Employees entitled to benefits under the Plan; and to authorize expenses incident to administration of the Plan;
- F) To prepare and distribute in accordance with the provisions of ERISA and all applicable law, all information concerning the Plan to Participants from time to time as applicable law may require;
- G) To furnish to Employers and to the Union, upon request, such reports with respect to the administration of the Plan as are reasonable and appropriate;
- H) To collect, evaluate, analyze and prepare statistical and other data with respect to administration of the Plan, and to make an annual report which shall review, analyze and summarize the operation of the Plan;
- I) To enter into written reciprocal agreements with other duly qualified Pension Funds covering the transfer of money and service credits of Participants; and
- J) To take any other action permitted by the terms of the Trust that they deem necessary or helpful to carry out the purposes of the Plan and Trust.

The Trustees and each of them shall be entitled to rely upon the correctness of any information furnished by the Actuary, the Union, or the Employers. Neither the Trustees nor any of them, nor the Union, nor any officer or other representative of the Employers, shall be liable because of any act or failure to act on the part of the Trustees or any of them to any person whomsoever, except that nothing herein shall be deemed to relieve any such individual from liability for his own fraud or bad faith. Any case referred to the Trustees on which they have no power to rule shall be referred to the parties without ruling. No ruling or decision of the Trustees in one case shall create a basis for a retro-active adjustment of any previously decided case.

#### ARTICLE XIV – MISCELLANEOUS

# **Section 14.1 – EMPLOYEE INFORMATION.**

The Trustees may require any Employee to furnish proof or information relative to age, wages, and benefits paid or payable to such Employees from other sources. In the event that incorrect information is furnished by an Employee to the Trustees, the Trustees shall have the power to make such adjustment in the Employee's pension as shall be deemed proper by the Trustees on the basis of information in the Trustees' files.

# **Section 14.2 – EMPLOYEE RIGHTS.**

No Employee, group of Employees, or other persons shall have any interest in, or right to, any part of the principal or earnings of the Pension Fund, or in the assets of the Pension Fund, but the same shall be administered solely in accordance with the provisions of the Plan and the Agreement and Declaration of Trust.

# **Section 14.3 – CONTRACT OF EMPLOYMENT.**

Nothing contained in this Plan shall be construed as a contract of employment between any Employer and any Employee, or as granting the right of any Employee to be continued in the employment of any Employer, or as a limitation on the right of the Employer to terminate the employment of an Employee at any time.

# Section 14.4 – EMPLOYER/EMPLOYEE RELATIONSHIP.

An Employer's right to discipline or discharge Employees shall not be affected by reason of existence of this Plan, or by reason of any of the provisions of this Plan. No matter respecting the Provisions of the Plan shall be subject to the grievance procedure established in the Collective Bargaining Agreement.

#### Section 14.5 – CLAIMS AND APPEALS PROCEDURES.

# CLAIMS PROCEDURE

A) Timing of Notice of Denial of Claims Other Than Disability. If a claim, except for Disability Benefits, is wholly or partially denied, the Plan Administrator shall notify the Participant of the Plan's adverse benefit determination within a reasonable period of time, but not later than ninety (90) days after receipt of the claim by the Plan, unless the Plan Administrator determines that special circumstances require an extension of time, in which case written notice of the extension shall be furnished to the Participant prior to the termination of the initial ninety (90) day period. In no event shall such extension exceed a period of ninety (90) days from the end of such initial period. The

extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render benefits.

- B) Timing of Notice of Denial of Disability Claims. In the case of an adverse benefit determination concerning Disability Benefits, the Plan Administrator shall notify the Participant of the Plan's adverse benefit determination within a reasonable period of time, but not later than forty-five (45) days after receipt of the claim by the Plan. This period may be extended by the Plan for up to thirty (30) days, provided the Plan Administrator both determines that an extension is necessary due to matters beyond the control of the Plan and notifies the Participant, prior to the expiration of the initial forty-five (45) day period, of the circumstances requiring the extension of time and date by which the Plan expects to render a decision. If, prior to the end of the first thirty (30) day extension period, the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional thirty (30) days.
- C) Calculation of Time Periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed in accordance with the reasonable procedures of the Plan, without regard to whether all the information necessary to make a benefit determination accompanies the filing.
- D) Content of Notice. The Plan Administrator shall provide a Participant with written or electronic notification of any adverse benefit determination. The notification shall set forth, in a manner calculated to be understood by the Participant:
  - 1) The specific reasons or reasons for the adverse determination;
  - 2) Reference to the specific Plan provisions on which the determination is based;
  - A description of any additional material or information necessary for the Participant to perfect the claim and an explanation of why such material or information is necessary;
  - 4) A statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's claim for benefits;
  - 5) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Participant's right to bring civil action under Section 502(a) of ERISA following an adverse benefit determination on review; and
  - 6) In the case of an adverse benefit determination concerning Disability Benefits:
    - a) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion or a statement that no such internal rule, guideline, protocol, or other similar criterion exists; or

- b) If the adverse benefit determination is based on medical necessity, because the treatment is experimental, or a similar exclusion or limit, either an explanation of the scientific or clinical judgement for the determination, applying the terms of the Plan to the Participant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.
- c) A statement that the Participant is entitled to receive upon request and free of charge, reasonable access to copies of all documents, records, and other information relevant to the Participant's benefit determination.
- d) A discussion of the decision to disagree with or not follow:
  - i) The views presented by the health care professionals treating the Participant;
  - ii) The views presented by medical or vocational experts whose advise was obtained on behalf of the Plan; and/or
  - iii) A disability determination made by the Social Security Administration.

# APPEALS PROCEDURE

- A) The Participant shall have sixty (60) days (180 days for Disability Benefit claims denials) following receipt of a notification of an adverse benefit determination within which to appeal the determination.
- B) The Participant shall have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits.
- C) The Participant shall be provided, upon request and free of charge, reasonable access to and copies of, all documents, records, and other information relevant to the Participant's claim for benefits.
- D) The review on appeal shall take into account all comments, documents, records, and other information submitted by the Participant, without regard to whether such information was submitted or considered in the initial benefit determination.
- E) For Disability Benefit claims, on appeal the Participant shall be provided with any new or additional evidence or rational considered or relied upon in connection to the claim automatically and free of charge. The Participant shall be provided with a review that does not afford deference to the initial adverse benefit determination and will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the initial adverse benefit determination nor the subordinate of such individual. In deciding an adverse benefit determination that is based in whole or in part on medical judgment, including determination regarding whether a treatment or

drug is experimental, investigational, or not medically necessary, the Plan will consult a health care professional who has appropriate training and experience in the medical field involved in the judgment and the medical or vocational expert will be identified. The healthcare professional engaged for consultation will not be an individual who was consulted in making the adverse benefit determination that is the subject of the appeal, nor their subordinate.

- F) The Board shall be empowered to hold a hearing at which such Participant shall be entitled to present the basis of his claims for review at which he may be represented by counsel.
- G) The Trustees shall make a benefit determination no later than the date of the meeting of the Trustees that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within thirty (30) days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second (2<sup>nd</sup>) meeting following the Plan's receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a benefit determination shall be rendered not later than the third (3<sup>rd</sup>) meeting of the Trustees following the Plan's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Plan Administrator shall provide the Participant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Plan Administrator will notify the Participant of the benefit determination as soon as possible, but not later than five (5) days after the benefit determination is made.
- H) The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is filed in accordance with the reasonable procedures of the Plan, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended due to a Participant's failure to submit information necessary to decide the claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the Participant until the date on which the Participant responds to the request for additional information.
- In the case of an adverse benefit determination on review, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information as appropriate.
- J) Content of Notice. The Plan Administrator shall provide a Participant with written or electronic notification of any adverse benefit determination. The notification shall set forth, in a manner calculated to be understood by the Participant:
  - 1) The specific reasons or reasons for the adverse determination;

- 2) Reference to the specific Plan provisions on which the determination is based;
- 3) A statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, and other information relevant to the Participant's claim for benefits;
- 4) A statement of the Participant's right to bring civil action under Section 502(a) of ERISA following an adverse benefit determination on review; and
- 5) In the case of an adverse benefit determination concerning Disability Benefits:
  - a) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion or a statement that no such internal rule, guideline, protocol, or other similar criterion exists; or
  - b) If the adverse benefit determination is based on medical necessity, because the treatment is experimental, or a similar exclusion or limit, either an explanation of the scientific or clinical judgement for the determination, applying the terms of the Plan to the Participant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.
  - c) A statement that the Participant is entitled to receive upon request and free of charge, reasonable access to copies of all documents, records, and other information relevant to the Participant's benefit determination.
  - d) A discussion of the decision to disagree with or not follow:
    - i) The views presented by the health care professionals treating the Participant;
    - ii) The views presented by medical or vocational experts whose advise was obtained on behalf of the Plan; and/or
    - iii) A disability determination made by the Social Security Administration.

<u>De Minimis Violations.</u> If the Plan fails to strictly adhere to all of the requirements of the claims and appeals section of the Plan with respect to the claim, the Claimant is deemed to have exhausted the administrative remedies available under the Plan, except for de minimis violations explained below. As such, the claimant is entitled to pursue any remedies under Section 502(a) of ERISA on the basis that the Plan has failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim. If a Claimant chooses to pursue remedies under Section 502(a) of ERISA under such circumstances, the claim or appeal is deemed denied on review without the exercise of discretion by an appropriate fiduciary.

The administrative remedies available under the Plan with respect to claims for disability benefits will not be deemed exhausted based on de minimis violations that do not cause and are not likely to cause, prejudice or harm to the Claimant so long as the Plan demonstrates that the violation was for good cause or due to matters beyond the control of the Plan and that the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the Claimant.

This exception is not available if the violation is part of a pattern or practice of violations by the Plan. The claimant may request a written explanation of the violation from the Plan, and the Plan must provide any such explanation within ten (10) days, including a specific description of its basis, if any, for asserting that the violation should not cause the administrative remedies available under the Plan to be deemed exhausted. If a court rejects a Claimant's request for immediate review under this section on the basis that the Plan met the standards for the exception under this paragraph, the claim shall be considered re-filed on appeal upon the Plan's receipt of the decision of the court. Within a reasonable time after the receipt of the decision, the Plan shall provide the Claimant with notice of the resubmission.

<u>Three Year Limitation Period.</u> No action at law or in equity shall be brought by any Participant or Beneficiary after the expiration of three (3) years from the date the Board provides written notice of a decision on appeal of an adverse benefit determination. Failure to bring an action within this three (3) year period shall forever bar such action.

<u>Restriction on Venue.</u> A Participant or Beneficiary shall only bring an action in connection with the Plan in the United States District Court for the Southern District of Ohio.

# **Section 14.6 – ACTIONS OF THE TRUSTEES.**

The Trustees shall be the sole judges of:

- A) The standard of proof required in any case;
- B) The application and interpretation of this Plan;
- C) The eligibility for or amounts of pension benefits;
- D) The granting of pension credits.

The decisions of the Trustees with respect to all conditions specified under this Section shall not be subject to the grievance procedure established in the Collective Bargaining Agreement.

# <u>Section 14.7 – PERIODIC ACTUARIAL CALCULATION.</u>

This Plan has been adopted on the basis of an actuarial calculation, which has been established to the extent possible that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis. However, it is recognized that the benefits provided by this Pension Plan can be paid only to the extent that the Plan has available adequate resources for those payments.

Consequently, the Trustees shall have prepared at periodic intervals an actuarial evaluation of the Fund, with the interval between such evaluations not to exceed the time permit ed by any applicable law. Such evaluations shall be performed by-an Enrolled Actuary.

#### **Section 14.8 – INCOMPETENCE OF PENSIONER.**

In the event that it is determined that a pensioner is unable to manage his affairs because of illness, accident or incapacity, either mental or physical, any payment due may be applied, in the discretion of the Trustees, to the maintenance and support of such pensioner (unless and until proper claim shall be made therefore by a legally appointed guardian, committee, or legal representative).

#### **Section 14.9 – BENEFIT PAYMENTS REVERT TO FUND.**

If any benefit payment made by the Trustees out of the Pension Fund be unclaimed for a period of three (3) years, it shall revert to and become a part of the said Pension Fund, but must be reinstated if a claim for benefits is made by a Participant or Beneficiary for the forfeited amount.

#### **Section 14.10 – MERGER OR CONSOLIDATION.**

In the case of merger or consolidation with or transfer of assets or liabilities to any other Plan, each Participant shall receive a benefit immediately after the merger, consolidation, or transfer (if the Plan then terminated) which is at least equal to or greater than the benefit he was entitled to immediately before the merger, consolidation, or transfer, etc. (if the Plan had terminated).

#### **Section 14.11 – PROSPECTIVE OPERATION.**

The provisions of this Plan, and any subsequent amendments thereto, shall operate prospectively only, from and after the effective date of this revised and restated Plan, or the effective date of any amendments as the case may be. None of the provisions of this revised Plan shall be given any retroactive effect, and no Participant or Beneficiary, or any representative of a deceased Participant may claim a greater benefit than was previously determined under the Plan provisions in effect at the time of such determination.

### <u>Section 14.12 – UNIFORMED SERVICES EMPLOYMENT AND RE-EMPLOYMENT RIGHTS ACT.</u>

On or after October 13, 1994, the Trustees hereby amend the Pension Plan to comply with the requirements of the Uniformed Services Employment and Re-Employment Rights Act of 1994.

- A) Reinstatement and Credit After Service in the Uniformed Services of the United States.
  - 1) If an eligible Employee leaves Covered Employment to enter active duty in the uniformed services of the United States in compliance with the requirements of the Uniform Services Employment and Re-Employment Rights Act, he shall not suffer a Break in Service during said period of active duty but limited by the conditions contained in the Act.

- Upon said Employee's release from active duty under circumstances entitling him to re-employment under federal law and his return to work with a Contributing Employer within the time prescribed by federal law, said Employee will be granted vesting credit and benefit accrual for the period served by said person in the uniform services in compliance with the requirements of the Uniform Services Employment and Re-Employment Rights Act. Said circumstances include but are not limited to the following:
  - a) The Participant must notify the Fund Office in writing before entering active duty to preserve said rights under the Act and under the Plan.
  - b) Time on active duty does not exceed five (5) years.
  - c) The Participant is released from active duty under honorable discharge conditions.
  - d) Said Participant must apply for work and Covered Employment under the Plan and notify the Fund Office within ninety (90) days of being released from active duty.
- 3) The Fund shall assume funding liability for all periods of military service required to be credited under this Section of the Plan.
- 4) Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with IRC Section 414(u).
- 5) In the case of a Participant who dies while performing qualified military service on or after January 1, 2007, the Participant's survivor(s) shall be entitled to pre-retirement death benefits provided under the Plan (other than benefit accruals relating to the period of qualified military service) as if the Participant had resumed active employment with the Employer and then terminated employment with the Employer on account of death. Vesting Service will be granted for time spent in qualified military service. Benefit accrual will not be granted for time spent in qualified military service.

#### Section 14.13 – ASSETS AND LIABILITIES.

A Pension Trust Agreement has been executed between the Employers and the Union and subscribed and accepted by the Trustees under the terms of which a Pension Fund shall be established to receive and hold contributions payable by the Employers under this Plan, interest and other income and to pay the benefits provided under said Plan and the expense of operation of the Plan.

#### **Section 14.14 – NON-REVERSION.**

The Employers shall have no right, title, or interest in the contributions made by them or any of them to the Pension Fund and no part of the Pension Fund shall revert to the Employers or to any of them.

#### **Section 14.15 – EMPLOYER LIABILITY.**

The benefits of this Plan shall be only such as can be provided by the assets of the Pension Fund and there shall be no liability or obligations hereunder on the part of the Employers to make any further contributions to the Pension Fund in the event of termination of this Plan, with the exception of employer withdrawal liability or where other liability is established by law.

#### ARTICLE XV-EMPLOYER WITHDRAWAL LIABILITY

#### Section 15.1 – COMPLETE WITHDRAWAL DEFINED.

A complete withdrawal occurs if an Employer ceases to have an obligation to contribute to the Plan, and the Employer continues to perform work in the jurisdiction of the Collective Bargaining Agreement of the type for which contributions were previously required, or resumes such work within five (5) years after the date or which the obligation to contribute to the Plan ceased, and does not renew the obligation at the time of such resumption.

- A) For this purpose, an Employer's obligation to contribute is not considered to have ceased solely because:
  - 1) the Employer is not, at the particular time, engaged in activity for which it has a contractual obligation to contribute,
  - 2) the Employer ceases to exist by reason of (i) a change in corporate structure described in section 4069(b) of ERISA or (ii) a change to an unincorporated form of business enterprise, provided (in either case) the change causes no interruption in Employer contributions or obligation to contribute to the Plan, or
  - 3) the Employer suspends contributions during a labor dispute involving its Employees.
- B) The date of a complete withdrawal is the date the Employer's obligation to contribute ceased.

#### Section 15.2 – PARTIAL WITHDRAWAL DEFINED

- A) A partial withdrawal occurs on the last day of the Plan Year in which the Employer's work mix within the craft and area jurisdiction of a Collective Bargaining Agreement under which the Employer is obligated to contribute to the Plan changes, with the result being a 70% contribution decline.
  - 1) A partial withdrawal shall be determined on the basis of the Employer's work mix within a period of three (3) consecutive Plan Years ("Test Period") compared to its work mix within the five (5) Plan Years ("Base Period") preceding the Test Period. A partial withdrawal shall be deemed to have occurred if the hours of work on the basis of which the Employer has been obligated to contribute to the Plan are, for each of the three (3) years in the Test Period, less than thirty percent (30%) of what they had been, on average, in the two (2) Base Period years in which such hours had been highest.

- B) A partial withdrawal may also occur, in some cases, on the last day of the Plan Year if, for such Plan Year, there is a partial cessation of the Employer's contribution obligation. There is a partial cessation of the Employer's contribution obligation for the Plan Year if, during such year:
  - 1) The Employer permanently ceases to have an obligation to contribute under one or more but fewer than all Collective Bargaining Agreements under which the Employer has been obligated to contribute under the plan but continues to perform work in the jurisdiction of the Collective Bargaining Agreement of the type for which contributions were previously required or transfers such work to another location or to an entity or entities owned or controlled by the Employer, or
  - 2) An Employer permanently ceases to have an obligation to contribute under the Plan with respect to work performed at one or more but fewer than all of its facilities, but continues to perform work at the facility of the type for which the obligation to contribute ceased.

#### Section 15.3 – CALCULATION OF WITHDRAWAL LIABILITY.

An Employer's withdrawal liability shall be equal to the sum of (A), (B), and (C) below, but shall be subject to (D).

- A) Withdrawal liability for Plan Years ending after September 25, 1980. This amount is equal to the sum of the Employer's withdrawal liability for each of the Plan Years ending after September 25, 1980 and before the Plan Year of withdrawal. The Employer's withdrawal liability for any Plan Year shall be equal to (1) reduced by (2), and multiplied by (3) below.
  - 1) The change in unfunded Vested benefits for the given Plan Year. The change in unfunded Vested benefits is equal to the unfunded Vested benefits as of the end of the given Plan Year, less the sum of (a) and (b) below.
    - a) The unfunded Vested benefits on the last day of the last Plan Year ending before September 26, 1980, reduced by 5 percent for each Plan Year ending after September 25, 1980 and before the given Plan Year.
    - b) The sum of the changes in the unfunded Vested benefits for each Plan Year ending after September 25, 1980 and ending before the given Plan Year (each such change reduced by five percent (5%) for each Plan Year ending after the Plan Year for which the change is being determined and before the given Plan Year).
  - 2) Five percent (5%) for each Plan Year ending after the given Plan Year and before the Plan Year of withdrawal.

A fraction, the numerator of which is the total amount required to be contributed under the Plan by the Employer for the last five (5) Plan Years ending with the given Plan Year, and the denominator of which is the total amount contributed under the Plan by all Employers for the five (5) Plan Years ending with the given Plan Year, reduced by contributions made in such years by Employers who withdrew from the Plan during such years.

However, notwithstanding the provisions of (A)(3), contributions of all Employers that permanently cease to have an obligation to contribute to the Plan or permanently cease covered operations before the end of the period of Plan Years used to determine the fractions for allocating unfunded Vested benefits (and contributions of all Employers that withdrew from the Plan prior to September 26, 1980) shall be excluded from the denominators of the fractions.

- B) The Employer's withdrawal liability for Plan Years ending before September 26, 1980. The Employer's pre-September 26, 1980 withdrawal liability shall be equal to (1) reduced by (2), and multiplied by (3) below.
  - 1) The unfunded Vested benefits on the last day of the last Plan Year ending before September 26, 1980.
  - 2) Five percent (5%) for each Plan Year ending after September 25, 1980 and before the Plan Year of withdrawal.
  - 3) A fraction, the numerator of which is the total amount required to be contributed under the Plan by the Employer for the last five (5) Plan Years ending before September 26, 1980, and the denominator of which is the total contributions for the same five (5) Plan Years made by all Employers that:
    - a) were required to contribute for the first Plan Year ending on or after September 25, 1980; and
    - b) had not withdrawn from the Plan before September 26, 1980.

However, notwithstanding the provisions of (B)(3), contributions of all Employers that permanently cease to have an obligation to contribute to the Plan or permanently cease covered operations before the end of the period of Plan Years used to determine the fractions for allocating unfunded Vested benefits (and contributions of all Employers that withdrew from the Plan prior to September 26, 1980) shall be excluded from the denominators of the fractions.

C) The Employer's withdrawal liability for reallocated unfunded Vested benefits. This amount is equal to the sum of the Employer's withdrawal liability for reallocated unfunded Vested benefits for each Plan Year ending before the Plan Year in which the Employer withdraws from the Plan. The Employer's withdrawal liability for reallocated unfunded Vested benefits for any Plan Year shall be equal to (1) reduced by (2), and multiplied by (3) below.

- 1) The reallocated unfunded Vested benefits for the given Plan Year. The reallocated unfunded Vested benefits are equal to the sum of the following amounts that the Trustees determine in that year:
  - a) to be uncollectable from an Employer because of bankruptcy or similar proceedings,
  - b) will not be assessed because of the de minimis rules, the sale of assets rules, the 20-year payment cap, or the dollar limitations on liability, and
  - c) to be uncollectable or unassessable for other reasons that are not inconsistent with regulations issued by the Pension Benefit Guaranty Corporation ("PBGC").
- 2) Five percent (5%) of the reallocated unfunded Vested benefits for each Plan Year ending after the given Plan Year and before the Plan Year of withdrawal.
- A fraction, the numerator of which is the total amount required to be contributed under the Plan by the Employer for the last five (5) Plan Years ending with the given Plan Year, and the denominator of which is the total amount contributed under the Plan by all Employers for the five (5) Plan Years ending with the given Plan Year, reduced by contributions made in such years by Employers who withdrew from the Plan during such years.

However, notwithstanding the provisions of (C)(3), contributions of all Employers that permanently cease to have an obligation to contribute to the Plan or permanently cease covered operations before the end of the period of Plan Years used to determine the fractions for allocating unfunded Vested benefits (and contributions of all Employers that withdrew from the Plan prior to September 26, 1980) shall be excluded from the denominators of the fractions.

D) <u>Liability for a Partial Withdrawal.</u> The Employer's liability for a partial withdrawal shall be the amount determined pursuant to (A)-(C) above, multiplied by one minus the following fraction: the numerator is the total hours for which the Employer was obligated to contribute for the Plan Year following the Test Period of the partial withdrawal, and the denominator is the average of the annual total hours for which the Employer was obligated to contribute for each year in the five (5) Plan Years prior to the Plan Year of the partial withdrawal.

If there is a partial withdrawal as defined in (A) of Section 15.2 (Partial Withdrawal Defined), the Plan Year of the partial withdrawal is the last day of the first Plan Year in the Test Period.

If there is a partial withdrawal as defined in (B) of Section 15.2 (Partial Withdrawal Defined), the Plan Year of the partial withdrawal is the Plan Year in which the Employer permanently ceases to have an obligation to contribute under one or more but fewer than all Collective Bargaining Agreements.

#### **Section 15.4 – DE MINIMIS REDUCTION OF WITHDRAWAL LIABILITY.**

The unfunded Vested benefits allocable to an Employer who withdraws from the Plan shall be reduced (but not below zero) by the lesser of (A) or (B), reduced by (C) below.

- A) <sup>3</sup>/<sub>4</sub> of 1 percent of the Plan's unfunded Vested benefits (determined as of the end of the Plan Year ending before the date of withdrawal).
- B) \$50,000.
- C) Any amount by which the unfunded Vested benefits allocable to the Employer exceeds \$100,000.

The de minimis reduction does not apply in the event of a withdrawal of all or substantially all Employers that contribute to the Plan, as more fully described in section 4209(c) of ERISA.

#### Section 15.5 – ACTUARIAL ASSUMPTIONS.

Withdrawal liability shall be determined based on the actuarial assumptions and methods that are used in the Employer withdrawal liability report prepared by the actuary for the Plan for the Plan Year in which the withdrawal occurred.

#### Section 15.6 – PAYMENT OF WITHDRAWAL LIABILITY.

The unfunded Vested benefits allocable to an Employer that withdraws from the Plan shall be paid as follows:

- A) The amount of payment shall be calculated as follows:
  - 1) Except as provided in (2) and (4) below, and in (C) and (D) below, an Employer shall pay the amount determined under Section 15.3, reduced according to the provisions of Section 15.4 and appropriately adjusted for partial withdrawal according to the provisions of ERISA. The Employer will make level annual payments in an amount determined under (3) below. The level annual payments will be paid over a period of years required to amortize the amount payable by the Employer. The amortization period will be calculated as if the first payment were made on the first day of the Plan Year following the Plan Year in which withdrawal occurs and as if each subsequent payment were made on the first day of each subsequent Plan Year. The amortization period shall be based on the interest rate used for the actuarial valuation of the Plan for the Plan Year in which the withdrawal occurred.

- 2) If the amortization period described in (1) above exceeds 20 years, the liability of the Employer shall be limited to the first 20 annual payments determined in (3) below.
- 3) Except as provided in (5) below, the amount of each annual payment shall be the product of (a) and (b) below:
  - a) The average annual number of contribution hours for the three (3) consecutive Plan Years, during the ten (10) consecutive Plan Years ending before the Plan Year in which withdrawal occurs, in which the number of contribution hours for which the Employer has an obligation to contribute to the Plan is highest, and
  - b) The highest contribution rate at which the Employer had an obligation to contribute to the Plan during the ten (10) Plan Years ending with the Plan Year in which the withdrawal occurs.
- 4) In the event of withdrawal of all or substantially all Employers that contribute to the Plan, (2) above shall not apply, and total unfunded Vested benefits shall be allocated among all such Employers according to regulations issued by the PBGC.
- 5) In the event of a partial withdrawal, the amount of annual payment will be adjusted according to the provisions of ERISA.
- B) Withdrawal liability shall be payable in equal monthly installments. Payment of withdrawal liability shall begin on the first day of the month that begins at least ten (10) days after the date of notice of, and demand for, payment is sent to the Employer, notwithstanding the pendency of any review, arbitration or other proceedings.
- C) An Employer shall be entitled to prepay its withdrawal liability and accrued interest without penalty.
- D) The Trustees may require that an Employer post a bond or provide the Plan other security for its payment of withdrawal liability if:
  - 1) The Employer is the subject of a petition under the Bankruptcy Code or similar proceedings under State or Federal law, or
  - 2) Substantially all of the Employer's assets are sold, distributed or transferred out of the jurisdiction of the court of the United States, or
  - 3) The credit rating of the Employer becomes impaired to the extent that the Trustees, in their discretion, determine that the likelihood of collecting withdrawal liability from the Employer is substantially diminished.

- E) In the event an Employer fails to make any payment when due, interest shall accrue on the payment from the due date until the date the payment is made. An Employer shall be considered in default if such Employer fails to make any payments when due, the Plan has notified the Employer of its failure to pay the liability when it was due, and the Employer has failed to pay the post-due installment within 60 days after the Employer receives notice from the Plan of such failure. An Employer may also be considered in default upon business shutdown, asset default, indication by said Employer of refusal or inability to make any payment or payments due, or any other circumstance reasonably deemed by the Board of Trustees that indicates that the Employer will be unable to pay the withdrawal liability. In the event of a default, the Trustees may require immediate payment of some or all the outstanding withdrawal liability payments that would otherwise be due in the future. For purposes of the foregoing, interest shall be charged from the date the payment was due to the date it is paid at an annual rate equal to the rate described in Section 15.6(A)(1).
- F) In any suit by the Plan to collect withdrawal liability, including a suit to enforce an arbitrator's award and a claim asserted by the Plan in an action brought by an Employer or other party, if judgment is awarded in favor of the Plan, the Employer shall pay to the Plan, in addition to the unpaid liability and interest thereon as determined under subparagraph (D), liquidated damages to the greater of:
  - 1) the amount of interest charged on the unpaid balance, or
  - 2) 20 percent of the unpaid amount awarded.

The Employer shall also pay attorneys' fees and all costs incurred in the action, as awarded by the court. Nothing in the foregoing shall be construed as a waiver or limitation of the Plan's right to any other legal or equitable relief.

#### Section 15.7 – RESOLUTION OF DISPUTES.

A dispute between the Employer and the Plan concerning a determination of withdrawal liability or withdrawal liability payments shall be resolved through arbitration. Either party can initiate the arbitration proceeding within a 60-day period following the earlier of (A) or (B) below.

- A) The date the Plan notifies the Employer of its decision after a reasonable review of any matter raised.
- B) 120 days after the date the Employer requests a review of the Plan's determination of withdrawal liability.

The parties may jointly initiate arbitration within the 180-day period following the date of the Plan's initial notice and demand.

Such arbitration proceedings shall be subject to and conducted in accordance with the provisions of section 4221 of ERISA and the regulations promulgated thereunder. Notwithstanding the foregoing, any arbitration proceedings initiated that involve the Plan shall be conducted according to the Multi-Employer Pension Plan Arbitration Rules for Withdrawal Liability Disputes, as issued by the American Arbitration Association and the International Foundation for Employee Benefit Plans.

#### **Section 15.8 – FURNISHING INFORMATION TO EMPLOYERS.**

The Plan will provide the following withdrawal liability information to an Employer upon written request at no charge:

- A) A withdrawal liability worksheet containing the general information necessary for the Employer to calculate their potential withdrawal liability. This worksheet does not contain information that is unique to the Employer.
- B) An estimate of the Employer's potential withdrawal liability. This estimate does not include the supporting details of the Employer's withdrawal liability calculation.

If an Employer requests in writing for the Plan to provide an estimate of their potential withdrawal liability that includes information unique to the Employer along with the supporting details of the Employer's withdrawal liability calculation, then the Plan will require the Employer to pay the reasonable cost of preparing their potential withdrawal liability estimate. The Plan's current fee to provide such an estimate is \$1,000.00.

#### **Section 15.9 – MISCELLANEOUS**

- A) Notwithstanding any other provisions hereof, if all or substantially all contributing Employers withdraw from the Plan pursuant to an agreement or arrangement, as determined under section 4209 and section 4219(c)(1)(D) of ERISA, the withdrawal liability of each such Employer shall be adjusted in accordance with those sections of ERISA.
- B) With the exception of Section 15.2(B) and the portion of Section 15.3(D) that deals with partial cessation, Section 15.1 and Section 15.2 of these provisions do not apply to an Employer that is not a construction trades Employer. For this purpose, an Employer is a construction trades Employer if substantially all the Employees with respect to whom the Employer has an obligation to contribute to the Plan perform work in the building and construction industry, as defined by the PBGC. In the case an Employer that is not a construction trades Employer, whether a complete withdrawal or partial withdrawal has occurred, and the liability and payments for a partial withdrawal, will be determined in accordance with the applicable provisions of section 4203, section 4205, section 4208 and section 4219 of ERISA, provided, however, the

- method used to determine withdrawal liability for such Employer shall be that described in section 4211(b) of ERISA ("presumptive method").
- C) For purposes of these provisions, all corporations, trades or businesses that are under common control (as defined in regulations issued by the PBGC), shall be considered a single Employer.
- D) If, after a partial withdrawal, an Employer again incurs liability for a complete or partial withdrawal, the liability incurred as a result of the later withdrawal(s) shall be adjusted to the extent necessary to avoid duplication of liability. In addition, if an Employer that has withdrawn from the Plan later renews the obligation to contribute, or if an Employer that has partially withdrawn later increases the share of its work in the craft and area jurisdiction of the Collective Bargaining Agreement under which the Employer is obligated to contribute to the Plan with the result being that the portion of such work that is covered under the Plan is determined by the Trustees of the Plan to be more than insubstantial, the unpaid balance of the Employer's liability incurred on account of the earlier withdrawal or partial withdrawal shall be reduced in accordance with regulations issued by the PBGC.
- E) If, following review, arbitration or other proceedings, the amount of the Employer's withdrawal liability is determined to be different from the amount in the notice and demand to the Employer, adjustment shall be made by reducing or increasing the number of installment payments due. If the Employer has paid more than the amount ultimately determined to be its withdrawal liability, the Plan shall refund the excess with interest at the rate used to determine the amortization period.
- F) Employers are required by statute to comply with all information requests made by the Plan, pursuant to section 4219 of ERISA. If an Employer should fail to satisfy an information request from the Plan, the Plan expressly reserves the right to presume that the information then held by the Plan is true and correct, to include but not limited to a presumption that the Employer does not dispute the assessment of withdrawal liability against said Employer.
- G) Notwithstanding any other provisions, Employer contributions transferred to another plan pursuant to a reciprocal agreement between the Plan and such other plan shall not be considered contributions to this Plan for the purpose of determining whether an Employer has withdrawn or for the purpose of determining the total or annual amount of withdrawal liability. Amounts retained by the Plan as the administrative expense for handling such transferred contributions shall likewise be disregarded. However, if the Plan's records do not reveal which contributions by a withdrawn Employer are to be so disregarded, they shall be disregarded only if an Employer provided the necessary data for the Trustees to make that determination. Contributions transferred to the Plan pursuant to such a reciprocal agreement shall also be disregarded in any determination of withdrawal liability.

IN WITNESS WHEREOF, this instrument has been approved by the parties hereto this 14<sup>th</sup> day of July 2022, electronic signatures added per their authority, due to a remote meeting during the COVID pandemic.

<b>Labor Trustees</b>	<b>Association Trustees</b>		
/s/ Justin Phillips Justin Phillips	/s/ Philip Neumann Philip Neumann		
/s/ Larry Thomson Larry Thompson	/s/ Nicholas Weisbrod Nicholas Weisbrod		
/s/ Anthony Brice Anthony Brice	Thomas Toman		

#### AMENDMENT NO. 1 TO THE LABORERS LOCAL 265 PENSION PLAN AS RESTATED JUNE 1, 2022

In accordance with the authority set forth in Section 10.1 of the Plan, the Board of Trustees hereby amend the Plan to comply with the SECURE 2.0 Act.

\* \* \* \*

Effective as of December 29, 2022, Section 5.3(G) of the Plan will be amended to read as follows:

#### Section 5.3 – SUSPENSION OR LOSS OF BENEFITS.

G) Recoupment. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recoverable through deductions from future benefit payments. Overpayments attributable to payments made for any month or months for which the Participant worked in Disqualifying Employment shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after the Participant attained Normal Retirement Age shall not exceed 25 percent of the pension amount (before deduction), except for the first pension payment made upon resumption after a suspension.

\* \* \* \*

Effective as of January 1, 2023, Section 5.4 of the Plan will be amended to read as follows:

#### Section 5.4 – OVERPAYMENTS FROM THE PENSION FUND.

No Participant or Beneficiary shall be entitled to receive a benefit in excess of that which is provided for by the terms of the Plan. In the event a Participant or Beneficiary is overpaid by the Plan under circumstances other than a suspension of benefits as described in Section 5.3, the following provisions shall apply:

- A) The Board of Trustees shall determine whether to recoup the overpayment and, if so, the amount to be recouped. The Trustees may consider the financial hardship of recoupment on the Participant or Beneficiary. If the Trustees determine that the overpayment will be recouped, the Trustees shall next determine whether the Participant or Beneficiary is culpable. Culpable conduct may include, but is not limited to, misrepresentation or omission of fact by the Participant or Beneficiary.
  - 1) If the Trustees determine that the Participant or Beneficiary is not culpable, the Board of Trustees may recoup the overpayment through one, or a combination of, the following methods: an actuarial reduction of future benefit payments; the offset of future benefit payments; a repayment agreement; or any other procedure deemed reasonable and appropriate by the Board

of Trustees. No interest or fees shall be recouped. Recoupment may not be sought if the first overpayment occurred more than 3 years before the Participant or Beneficiary is first notified in writing of the error.

Recoupment by the reduction or offset of future benefits shall be subject to the following limitations:

- a) No more than 10 percent of the total overpayment shall be recouped in a calendar year; and,
- b) The Participant or Beneficiary's benefit shall not be reduced to below 90 percent of the benefit which would otherwise be payable.

An agreement for recoupment by one or more installment payments shall not require total payments in a calendar year which exceed the sum of the reductions that would be permitted under the foregoing limitations.

- 2) Recoupment of past overpayments to a Participant may not be sought from any Beneficiary of the Participant, including a spouse, surviving spouse, former spouse, or other Beneficiary.
- 3) In the event an overpayment is made to a Participant or Beneficiary who is culpable, the overpayment may be recouped through any method described above, or a combination of such methods, without limitation.
- B) Any Participant or Beneficiary, upon being notified of the reduction or offset, shall have the right and obligation to appeal the decision to the Board of Trustees prior to commencing any other legal or administrative action.
- C) Under no circumstances will an overpayment become or be considered a vested benefit.

\* \* \* \*

Effective as of January 1, 2023, Section 12.1 of the Plan will be amended to read as follows:

#### Section 12.1 – REQUIRED BEGINNING DATE.

The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date as defined below.

A) For Participants who reached age 70 ½ prior to January 1, 2020: The Required Beginning Date for a 5% owner of a contributing Employer means April 1st of the calendar year following the calendar year in which the Participant attains age 70½. For an Employee who is not a 5% owner of a Contributing Employer, Required Beginning Date shall mean April 1st following the calendar year in which the later of two events occur: 1) the Employee reaches age 70½; or 2) the Employee terminates his covered service with an Employer.

- B) For Participants who had not yet reached age 70 ½ as of January 1, 2020, and who reached age 72 on or before December 31, 2022: The Required Beginning Date for a 5% owner of a contributing Employer means April 1st of the calendar year following the calendar year in which the Participant attains age 72. For an Employee who is not a 5% owner of a Contributing Employer, Required Beginning Date shall mean April 1st following the calendar year in which the later of two events occur: 1) the Employee reaches age 72; or 2) the Employee terminates his covered service with an Employer.
- C) For Participants who reach age 72 after December 31, 2022, and age 73 before January 1, 2033: The Required Beginning Date for a 5% owner of a contributing Employer means April 1st of the calendar year following the calendar year in which the Participant attains age 73. For an Employee who is not a 5% owner of a Contributing Employer, Required Beginning Date shall mean April 1st following the calendar year in which the later of two events occur: 1) the Employee reaches age 73; or 2) the Employee terminates his covered service with an Employer.
- D) For Participants who reach age 74 after December 31, 2032: The Required Beginning Date for a 5% owner of a contributing Employer means April 1st of the calendar year following the calendar year in which the Participant attains age 75. For an Employee who is not a 5% owner of a Contributing Employer, Required Beginning Date shall mean April 1st following the calendar year in which the later of two events occur: 1) the Employee reaches age 75; or 2) the Employee terminates his covered service with an Employer.

Any provision of the Plan notwithstanding, the Administrator may commence benefit payment for any Participant who has not applied for a benefit prior to his or her Required Beginning Date. If necessary, the Administrator may remit the full amount of the monthly benefit to the Internal Revenue Service as federal income tax withholding.

\* \* \* \*

IN WITNESS WHEREOF, the Trustees have hereunto set their hands this 25th day of July, 2023.

UNION TRUSTEES	ASSOCIATION TRUSTEES
Anthony Brice Anthony Brice (196-18, 2023 13:30 EST)	Phile:umarn (Oct 31, 2023 15:15 EOT)
ANTHONY BRICE	PHILIP NEUMANN
Larry Austraton (Dec 13, 2023 18:45 EST)	Rob Combs Rob Combs (0x1 31, 70/3 15/49 EDT)
LARRY THOMPSON	ROB COMBS
Justin-	10v 8, 2023 36:18 ESTI
JUSTIN PHILLIPS	NICK WEISBROD

# Amendment #1 - SECURE 2.0 Overpayment and RBD - L265 Pension (clean)

rinai Audit Report		2023-12-16	
Created:	2023-10-31		
Ву:	Kate Prenatt (kate.prenatt@fringebenefitlaw.com)		
Status:	Signed		
Transaction ID:			

## "Amendment #1 - SECURE 2.0 Overpayment and RBD - L265 P ension (clean)" History

1	Document created by Kate Prenatt (kate.prenatt@fringebenefitlaw.com) 2023-10-31 - 6:23:53 PM GMT
<b>E</b> .	Document emailed to Anthony Brice (2023-10-31 - 6:23:58 PM GMT
	Document emailed to Justin Phillips ( 2023-10-31 - 6:23:59 PM GMT
	Document emailed to Larry Thompson (2023-10-31 - 6:23:59 PM GMT
E.	Document emailed to Rob Combs (rcombs@cwmasonry.com) for signature 2023-10-31 - 6:23:59 PM GMT
E	Document emailed to Phil Neumann (pneumann@unicon.cc) for signature 2023-10-31 - 6:23:59 PM GMT
	Document emailed to Nick Weisbrod (2023-10-31 - 6:23:59 PM GMT
9	Email viewed by Phil Neumann (pneumann@unicon.cc) 2023-10-31 - 6:27:07 PM GMT
1	Email viewed by Justin Phillips 2023-10-31 - 6:50:10 PM GMT
do	Document e-signed by Justin Phillips  Signature Date: 2023-10-31 - 6:50:54 PM GMT - Time Source: server

Document e-signed by Phil Neumann (pneumann@unicon.cc) Signature Date: 2023-10-31 - 7:15:21 PM GMT - Time Source: server Email viewed by Rob Combs (rcombs@cwmasonry.com) 2023-10-31 - 7:49:08 PM GMT Document e-signed by Rob Combs (rcombs@cwmasonry.com) Signature Date: 2023-10-31 - 7:49:31 PM GMT - Time Source: server Email viewed by Larry Thompson ( 2023-10-31 - 8:12:53 PM GMT Email viewed by Nick Weisbrod | 2023-11-08 - 9:12:09 PM GMT Document e-signed by Nick Weisbrod ( Signature Date: 2023-11-08 - 9:18:36 PM GMT - Time Source: server Email viewed by Larry Thompson 2023-12-13 - 11:44:49 PM GMT Document e-signed by Larry Thompson ( Signature Date: 2023-12-13 - 11:45:36 PM GMT - Time Source: server Email viewed by Anthony Brice 2023-12-18 - 6:29:38 PM GMT Document e-signed by Anthony Brice Signature Date: 2023-12-18 - 6:30:00 PM GMT - Time Source: server Agreement completed. 2023-12-18 - 6:30:00 PM GMT

#### AMENDMENT NO. 2 TO THE LABORERS LOCAL 265 PENSION PLAN AS RESTATED JUNE 1, 2022

In accordance with the authority set forth in Section 10.1 of the Plan, the Board of Trustees hereby amend the Plan to comply with IRS Reg. 1.401-7(a).

Effective as of October 25, 2023, a new Section 4.13 shall be added to the Plan Document to read as follows:

#### Section 4.13 - FORFEITURES.

Notwithstanding any other provisions of this Plan, any amounts that might be forfeited by terminating Employees shall not be used to increase the Retirement Benefit of the remaining Participants.

IN WITNESS WHEREOF, the Trustees have hereunto set their hands this 25th day of October, 2023.

#### **UNION TRUSTEES**

#### **ASSOCIATION TRUSTEES**

Anthony Brice Authory Brice 18, 7033 13:27 EST1	Ph. r. umann (hvo 15, 2023 12:25 EST)
ANTHONY BRICE	PHILIP NEUMANN
Larry Incompton (Dec 13, 2023 18:46 EST)	Rob Combs Rob Combs (Dec 13, 2023 11:35 EST)
LARRY THOMPSON	ROB COMBS
South -	Tel- Welster of 110v 16, 2023 18:11 ES3)
JUSTIN PHILLIPS	NICK WEISBROD

### Amendment #2 - Forfeitures

Final Audit Report 2023-12-18

Created:

2023-11-01

Ву:

Kate Prenatt (kate.prenatt@fringebenefitlaw.com)

Status:

Signed

Transaction ID:

### "Amendment #2 - Forfeitures" History

- Document created by Kate Prenatt (kate.prenatt@fringebenefitlaw.com) 2023-11-01 4:06:32 PM GMT
- Document emailed to Anthony Brice (2023-11-01 4:06:36 PM GMT
- Document emailed to Justin Phillips (2023-11-01 4:06:36 PM GMT) for signature
- Document emailed to Larry Thompson 2023-11-01 4:06:37 PM GMT
- Document emailed to Rob Combs (rcombs@cwmasonry.com) for signature 2023-11-01 4:06:37 PM GMT
- Document emailed to Phil Neumann (pneumann@unicon.cc) for signature 2023-11-01 4:06:37 PM GMT
- Document emailed to Nick Weisbrod ( for signature 2023-11-01 4:06:37 PM GMT
- Email viewed by Justin Phillips (2023-11-01 7:58:08 PM GMT
- Document e-signed by Justin Phillips

  Signature Date: 2023-11-01 7:58:24 PM GMT Time Source: server
- Email viewed by Phil Neumann (pneumann@unicon.cc) 2023-11-15 5:25:17 PM GMT
- Document e-signed by Phil Neumann (pneumann@unicon.cc)
  Signature Date: 2023-11-15 5:25:51 PM GMT Time Source: server

Email viewed by Nick Weisbrod 2023-11-16 - 11:09:13 PM GMT Document e-signed by Nick Weisbrod Signature Date: 2023-11-16 - 11:11:09 PM GMT - Time Source: server Email viewed by Rob Combs (rcombs@cwmasonry.com) 2023-12-13 - 4:34:25 PM GMT Document e-signed by Rob Combs (rcombs@cwmasonry.com) Signature Date: 2023-12-13 - 4:35:03 PM GMT - Time Source: server mail viewed by Larry Thompson ( 2023-12-13 - 11:37:38 PM GMT 6 Document e-signed by Larry Thompson Signature Date: 2023-12-13 - 11:46:29 PM GMT - Time Source: server Email viewed by Anthony Brice | 2023-12-18 - 6:26:52 PM GMT 6 Document e-signed by Anthony Brice Signature Date: 2023-12-18 - 6:27:30 PM GMT - Time Source: server Agreement completed. 2023-12-18 - 6:27:30 PM GMT

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date: MAY 1 2 2015

LABORERS LOCAL NO 265 PENSION FUND C/O LEDBETTER PARISI SOLLARS LLC RACHEL PARISI 9240 MARKETPLACE DR MIAMISBURG, OH 45342 Employer Identification Number: 31-6127282

DLN:

17007356051004 Person to Contact: SHERRETTE LAZENBY

D#

Contact Telephone Number:

(804) 916-8259

Plan Name:

LABORERS LOCAL NO 265 PENSION PLAN

Plan Number: 001

Dear Applicant:

and the first of

We have made a favorable determination on the plan identified above based on the information you have supplied. Please keep this letter, the application forms submitted to request this letter and all correspondence with the Internal Revenue Service regarding your application for a determination letter in your permanent records. You must retain this information to preserve your reliance on this letter.

Continued qualification of the plan under its present form will depend on its effect in operation. See section 1.401-1(b)(3) of the Income Tax Regulations. We will review the status of the plan in operation periodically.

The enclosed Publication 794 explains the significance and the scope of this favorable determination letter based on the determination requests selected on your application forms. Publication 794 describes the information that must be retained to have reliance on this favorable determination letter. The publication also provides examples of the effect of a plan's operation on its qualified status and discusses the reporting requirements for qualified plans. Please read Publication 794.

This letter relates only to the status of your plan under the Internal Revenue Code. It is not a determination regarding the effect of other federal or local statutes.

This determination letter gives no reliance for any qualification change that becomes effective, any guidance published, or any statutes enacted, after the issuance of the Cumulative List (unless the item has been identified in the Cumulative List) for the cycle under which this application was submitted.

This determination letter is applicable for the amendment(s) executed on 11/18/14 & 05/13/14.

This determination letter is also applicable for the amendment(s) dated on 06/12/12 & 03/15/11.

This determination letter is also applicable for the amendment(s) dated on

Letter 2002

#### LABORERS LOCAL NO 265 PENSION FUND

09/07/10 & 06/08/10.

This determination is subject to your adoption of the proposed amendments submitted in your letter dated 04/15/15. The proposed amendments should be adopted on or before the date prescribed by the regulations under Code section 401(b).

This letter may not be relied on after the end of the plan's first five-year remedial amendment cycle that ends more than 12 months after the application was received. This letter expires on January 31, 2020. This letter considered the 2013 Cumulative List of Changes in Plan Qualification Requirements.

The information on the enclosed addendum is an integral part of this determination. Please be sure to read and keep it with this letter.

We have sent a copy of this letter to your representative as indicated in the Form 2848 Power of Attorney or appointee as indicated by the Form 8821 Tax Information Authorization.

If you have questions concerning this matter, please contact the person whose name and telephone number are shown above.

Sincerely,

Karen D. Truss

Director, EP Rulings & Agreements

Karen S. Xms

Enclosures: Publication 794 Addendum

#### LABORERS LOCAL NO 265 PENSION FUND

This determination also applies to the amendments dated 10/02/09, 08/25/09 & 01/16/09.

This determination letter does not provide reliance for any portion(s) of the document that incorporates the terms of an auxiliary agreement (collective bargaining, reciprocity and/or participation agreement), unless the exact language of the section(s) that is being incorporated by reference to the auxiliary agreement has been appended to the document.





Statement Period
December 1-31, 2022

Need help reading this statement?
Visit www.schwab.com/StatementUserGuide for more information.

M ARCHER & W BROWN TTEE
LABORERS LOCAL #265 PENSION PL
U/A DTD 01/21/1969
800 HILLSDOWNE RD
OHIO LABORERS BENEFITS
WESTERVILLE OH
43081-3302

#### Your Independent Investment Manager and/or Advisor

FUND EVALUATION GROUP LLC ATTN: LORRAINE FRANZ 201 E 5TH ST STE 1600 CINCINNATI OH 45202-4156

The custodian of your brokerage account is: Charles Schwab & Co., Inc.

Table of Contents	Page
Terms and Conditions	2
Change in Account Value	
Asset Composition	
Gain or (Loss) Summary	
Income Summary	
Cash Transactions Summary	
Realized Gain or (Loss)	
Transaction Detail	
Bank Sweep for Benefit Plans Activity	9
Endnotes For Your Account	



Account Number

**Statement Period** December 1-31, 2022

#### **Terms and Conditions**

GENERAL INFORMATION AND KEY TERMS:
This Account statement is furnished solely by Charles Schwab &
Co., Inc. ("Schwab") for your Account at Schwab ("Account"). Unless otherwise defined herein, capitalized terms have the same meanings as in your Account Agreement. If you receive any other communication from any source other than Schwab which purports to represent your holdings at Schwab (including balances held at a Depository Institution) was should verify its content with this statement. you should verify its content with this statement.

AIP (Automatic Investment Plan) Customers: Schwab receives remuneration in connection with certain transactions effected through Schwab. If you participate in a systematic investment program through Schwab, the additional information normally detailed on a trade

confirmation will be provided upon request.

Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest.

Bank Sweep and Bank Sweep for Benefit Plans Features: Schwab acts as your agent and custodian in establishing and maintaining your Deposit Account(s) as a feature of your brokerage account(s). Deposit accounts held through bank sweep features constitute direct obligations of one of more FDIC insured banks ("Affiliated Banks") that are affiliated with Schwab and are not obligations of Schwab. Funds swept to Affiliated Banks are eligible for deposit insurance from the FDIC up to the applicable limits for each bank for funds held in the same insurable capacity. The balance in the Deposit Accounts can be withdrawn on your order and the proceeds returned to your brokerage account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the bank sweep feature(s) in your account, please refer to the Cash Features Disclosure Statement available online or from a Schwab representative. Cash: Any Free Credit Balance owed by us to you payable upon demand which, although accounted for on our books of record, is not segregated and may be used in the conduct of this firm's business. **Dividend Reinvestment Customers:** Dividend reinvestment transactions were effected by Schwab acting as a principal for its own account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acted as the buying agent. Further information on these transactions will be furnished upon written request. Interest: For the Schwab One Interest, Bank Sweep, and Bank Sweep for Benefit Plans features, interest is paid for a period that may differ from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its Affiliated Banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period. For the Schwab One Interest feature, interest accrues daily from the second-to-last business day of the prior month and is posted on the second-to-last business day of the current month. For the bank sweep feature(s), interest accrues daily from the 16th day of the prior month and is credited/posted on the first business day after the 15th of the current month. If, on any given day, the interest that Schwab calculates for the Free Credit Balances in the Schwab One Interest feature in your brokerage account is less than \$.005, you will not accrue any interest on that day. For balances held at banks affiliated with Schwab in the Bank Sweep and Bank Sweep for Benefit Plans features, interest will accrue even if the amount is less than \$.005.

Margin Account Customers: This is a combined statement of your

margin account and special memorandum account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the separate account as required by Regulation T is available for your inspection.

Securities purchased on margin are Schwab's collateral for the loan to you. It is important that you fully understand the risks involved

in trading securities on margin. These risks include:

You can lose more funds than you deposit in the margin account. Schwab can force the sale of securities or other assets in any of your account(s) to maintain the required account equity without

You are not entitled to choose which assets are liquidated nor are you entitled to an extension of time on a margin call.

Schwab can increase both its "house" maintenance margin requirements and the maintenance margin requirements for your

Account at any time without advance written notice to you.

Market Price: The most recent price evaluation available to Schwab on the last business day of the report period, normally the last trade price or bid as of market close. Unpriced securities denote that no market evaluation update is currently available. Price evaluations are obtained from outside parties. Schwab shall have no responsibility for the accuracy or timeliness of any such valuations. Pricing of assets not held at Schwab is for informational purposes only. Some securities, especially thinly traded equities in the OTC market or foreign markets, may not report the most current price and are indicated as Stale Priced. For Limited Partnerships and Real Estate Investment Trust (REIT) securities, you may see that the value reflected on your monthly account statement for this security is unpriced. NASD rules require that certain Limited Partnerships (direct participation programs) and Real Estate Investment Trust (REIT) securities, that have not been priced within 18 months, must show as unpriced on customer statements. Note that these securities are generally illiquid, the value of the securities will be different than its purchase price, and, if applicable, that accurate valuation information may not be available. Market Value: The Market Value is computed by multiplying the Market Price by the Quantity of Shares. This is the dollar value of your present holdings in your specified Schwab Account or a summary of the Market Value summed over multiple accounts.

Non-Publicly Traded Securities: All assets shown on this statement,

other than certain direct investments which may be held by a third party, are held in your Account. Values of certain Non-Publicly Traded Securities may be furnished by a third party as provided by Schwab's Account Agreement. Schwab shall have no responsibility for the accuracy or timeliness of such valuations. The Securities Investor Protection Corporation (SIPC) does not cover many limited

partnership interests.

Schwab Sweep Money Funds: Includes the primary money market funds into which Free Credit Balances may be automatically invested pursuant to your Account Agreement. Schwab or an affiliate acts and receives compensation as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Schwab Sweep Money Funds. The amount of such compensation is disclosed in the prospectus. The yield information for Schwab Sweep Money Funds is the current 7-day yield as of the statement period. Yields vary. If on any given day, the accrued daily dividend for your selected sweep money fund as calculated for your account is less than ½ of 1 cent (\$0.005), your account will not earn a dividend for that day. In addition, if you do not accrue at least 1 daily dividend of \$0.01 during a pay period, you will not receive a money market dividend for that period. Schwab and the Schwab Sweep Money Funds investment advisor may be voluntarily reducing a portion of a Schwab Sweep Money Fund's expenses. Without these reductions, yields would have been lower.

Securities Products and Services: Securities products and services

are offered by Charles Schwab & Co., Inc., Member SIPC. Securities products and services, including unswept intraday funds and net credit balances held in brokerage accounts are not deposits or other obligations of, or guaranteed by, any bank, are not FDIC insured, and are subject to investment risk and may lose value. SIPC does not cover balances held at banks affiliated with Schwab in the Bank Sweep and Bank Sweep for Benefit Plans features. Please see your Cash Feature Disclosure Statement for more information on insurance coverage. Yield to Maturity: This is the actual average annual return

on a note if held to maturity.

Gain (or Loss): Unrealized Gain or (Loss) and Realized Gain or (Loss) sections ("Gain/Loss Section(s)") contain a gain or a loss summary of your Account. This information has been provided on this statement at the request of your Advisor, if applicable. This information is not a solicitation or a recommendation to buy or sell. Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how gain (or loss) is calculated and how Schwab reports adjusted cost basis information to the IRS. Accrued Income: Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your Account, but the interest and/or dividends have not been received into your account. Schwab makes no representation that the amounts shown (or any other amount) will be received. Accrued amounts are not covered by SIPC account protection until actually received and held in the Account. IN CASE OF ERRORS OR DISCREPANCIES: If you find an error or discrepancy relating to your brokerage activity (other than an electronic fund transfer) you must notify us promptly, but no later than 10 days after this statement is sent or made available to you. If this statement shows that we have mailed or delivered security this statement shows that we nave maned or derivered security certificate(s) that you have not received, notify Schwab immediately. You may call us at 800-435-4000. (Outside the U.S., call +1-415-667-8400.) If you're a client of an independent investment advisor, call us at 800-515-2157. Any oral communications should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). If you do not so notify us, you agree that the statement activity and Account balance are correct for all purposes with

respect to those brokerage transactions.

IN CASE OF COMPLAINTS: If you have a complaint regarding your Schwab statement, products or services, please write to the Client Advocacy Team at Charles Schwab & Co., Inc., Attention: Client Advocacy Team, 211 Main St., San Francisco, CA 94105, USA, or call Schwab Signature Alliance at 800-515-2157.

Address Changes: If you fail to notify Schwab in writing of any change of address or phone number, you may not receive important notifications about your Account, and trading or other restrictions might be placed on your Account.

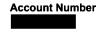
Additional Information:

We are required by law to report to the Internal Revenue Service adjusted cost basis information (if applicable), certain payments to you and credits to your Account during the calendar year. Retain this statement for income tax purposes. A financial statement for your inspection is available at Schwab's offices or a copy will be mailed to you upon written request. Any third party trademarks appearing herein are the property of their respective owners. Schwab and Charles Schwab Bank are affiliates of each other and subsidiaries of the Charles Schwab Corporation. © 2016 Charles Schwab & Co., Inc. ("Schwab"). All rights reserved. Member SIPC. (0221-117W)



Change in Account Value	This Period	Year to Date	
Starting Value	\$ 33,690,620.81	\$ 44,971,844.29	
Credits	188,911.10	817,942.09	
Debits	(700,000.00)	(6,368,989.51)	
Transfer of Securities (In/Out)	0.00	0.00	
Income Reinvested	(188,897.48)	(798,908.04)	
Change in Value of Investments	(1,245,092.55)	(6,876,346.95)	
Ending Value on 12/31/2022	\$ 31,745,541.88	\$ 31,745,541.88	
Total Change in Account Value	\$ <u>(1,945,</u> 078.93)	\$ (13,226,302.41)	

Asset Composition	Market Value	
Bank Sweep <sup>A,B</sup>	\$ 24,780.97	
Bond Funds	9,826,838.85	
Equity Funds	21,893,922.06	
Total Assets Long	\$ 31,745,541.88	
Total Account Value	\$ 31,745,541.88	



Statement Period December 1-31, 2022

Account Value as of 12/31/2022:\$ 31,745,541.88





Statement Period December 1-31, 2022

Unraplized Cain or /Local

	Realized Gain or (Loss) This	Period	Unrealized Gain or (Loss)	
Gain or (Loss) Summary	Short Term Long Term			
All Investments	\$0.00	\$(28,738.01)	\$3,152,891.76	

Dealined Oaks as (Leas) This Basked

Values may not reflect all of your gains/losses; Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis may be incomplete or unavailable for some of your holdings and may change or be adjusted in certain cases. Statement information should not be used for tax preparation, instead refer to official tax documents. For additional information refer to Terms and Conditions.

	This Pe	eriod	Year to Date		
Income Summary	Federally Tax-Exempt	Federally Taxable	Federally Tax-Exempt	Federally Taxable	
Bank Sweep Interest	0.00	13.62	0.00	44.54	
Cash Dividends	0.00	188,897.48	0.00	809,671.60	
Total Capital Gains Distributions	0.00	0.00	0.00	8,225.95	
Total Income	0.00	188,911.10	0.00	817,942.09	
Cash Transactions Summary			This Period	Year to Date	
Starting Cash*			\$ 24,767.35	\$ 99,776.43	
Deposits and other Cash Credits			0.00	0.00	
Investments Sold			700,000.00	6,293,949.51	
Dividends and Interest			188,911.10	798,952.58	
Withdrawals and other Debits			(700,000.00)	(6,350,000.00)	
Investments Purchased			(188,897.48)	(817,897.55)	
Fees and Charges			0.00	0.00	
Total Cash Transaction Detail			13.62	(74,995.46)	
Ending Cash*			\$ 24,780.97	\$ 24,780.97	

<sup>\*</sup>Cash (includes any cash debit balance) held in your account plus the value of any cash invested in a sweep money fund.



SYMBOL: VTIAX

Schwab One® Trust Account of M ARCHER & W BROWN TTEE LABORERS LOCAL #265 PENSION PL U/A DTD 01/21/1969



Statement Period December 1-31, 2022

#### **Investment Detail - Bank Sweep**

Bank Sweep	Starting Balance	Ending Balance	
CHARLES SCHWAB BANK	24,767.35	24,780.97	
Total Bank Sweep <sup>A,B</sup>	24,767.35	24,780.97	
Total Bank Sweep		24,780.97	

#### **Investment Detail - Mutual Funds**

Bond Funds	Quantity	Market Price	Market Value	Cost Basis	Unrealized Gain or (Loss)	
VANGUARD TOTAL BOND MARK <sup>†</sup> ET INDEX ADM SYMBOL: VBTLX	1,036,586.3770	9.48000	9,826,838.85	11,183,815.14	(1,356,976.29)	
Total Bond Funds	1,036,586.3770		9,826,838.85	11,183,815.14	(1,356,976.29)	
Equity Funds	Quantity	Market Price	Market Value	Cost Basis	Unrealized Gain or (Loss)	
TORTOISE MLP & PIPELINE * INSTL SYMBOL: TORIX	98,318.2140	13.03000	1,281,086.33	1,184,465.83	96,620.50	
VANGUARD REAL ESTATE IND * EX ADMIRAL SYMBOL: VGSLX	11,908.6780	116.87000	1,391,767.20	1,428,490.86	(36,723.66)	
VANGUARD TOTAL INTL STOC ° K INDEX ADMIRAL	166,268.6780	27.86000	4,632,245.37	4,805,040.73	(172,795.36)	





Statement Period December 1-31, 2022

#### **Investment Detail - Mutual Funds (continued)**

Equity Funds (continued)	Quantity	Market Price	Market Value	Cost Basis	Unrealized Gain or (Loss)
VANGUARD TOTAL STOCK MKT <sup>©</sup> IDX ADM SYMBOL: VTSAX	156,700.5710	93.10000	14,588,823.16	9,966,056.59	4,622,766.57
Total Equity Funds	433,196.1410		21,893,922.06	17,384,054.01	4,509,868.05
Total Mutual Funds	1,469,782.5180		31,720,760.91	28,567,869.15	3,152,891.76

Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only and are derived from information provided by outside parties. Schwab cannot guarantee the accuracy of such information. Since the interest and dividends are subject to change at any time, they should not be relied upon exclusively for making investment decisions. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.

Total Investment Detail	31,745,541.88
Total Account Value	31,745,541.88
Total Cost Basis	28,567,869.15





Statement Period December 1-31, 2022

Charges and

#### Realized Gain or (Loss)

Long Term	Quantity/Par	Acquired/ Opened	Sold/ Closed	Total Proceeds	Cost Basis	Realized Gain or (Loss)
VANGUARD TOTAL INTL STOCK INDEX ADMIRAL: VTIAX	25,216.4990	07/26/17	12/22/22	700,000.00	728,738.01	(28,738.01)
Total Long Term				700,000.00	728,738.01	(28,738.01)
Total Realized Gain or (Loss)				700,000.00	728,738.01	(28,738.01)

Schwab has provided accurate realized gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. If all data for a given investment is not available, the investment will not be listed here.

#### **Transaction Detail - Purchases & Sales**

Dand	Eundo	Activity
Bona	runas	ACTIVITY

Settle Dat	e Trade Dat Transaction Descri	ption	Quantity	Unit Price	Charges and Interest	Total Amount
12/30/22	12/30/22 Reinvested Shares VANG	UARD TOTAL BOND MARK	2,485.4270	9.4800	0.00	(23,561.85)
	ET INI	DEX ADM: VBTLX				

Total Bond Funds Activity (23	3,561.85)
-------------------------------	-----------

#### **Equity Funds Activity**

Settle Dat	e Trade Dat	Transaction Description	ion	Quantity	Unit Price	Interest	Total Amount
12/16/22	12/16/22	Reinvested Shares VANGUA	ARD TOTAL INTL STOC	2,293.8090	27.6800	0.00	(63,492.62)
		K INDEX	( ADMIRAL: VTIAX				

Option Customers: Realized gain/loss of underlying securities is adjusted to reflect the premiums of assigned or exercised options. Please consult IRS publication 550, Investment Income and Expenses, for additional information on Options.





Statement Period December 1-31, 2022

#### **Transaction Detail - Purchases & Sales (continued)**

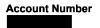
Equity F	unds Activ	vity (continued)					
Settle Date	e Trade Dat	Transaction	Description	Quantity	Unit Price	Charges and Interest	Total Amount
12/21/22	12/21/22	Reinvested Shares	VANGUARD REAL ESTATE IND EX ADMIRAL: VGSLX	165.9280	116.7000	0.00	(19,363.79)
12/21/22	12/21/22	Reinvested Shares	VANGUARD TOTAL STOCK MKT IDX ADM: VTSAX	747.7440	94.0000	0.00	(70,287.94)
12/23/22	12/22/22	Sold	VANGUARD TOTAL INTL STOC  K INDEX ADMIRAL: VTIAX Includes Commission \$10.00	(25,216.4990)	27.7600	10.00	700,000.00
12/29/22	12/29/22	Reinvested Shares	TORTOISE MLP & PIPELINE INSTL: TORIX	935.6320	13.0300	0.00	(12,191.28)
Total E	Equity Fund	Is Activity					534,664.37
Total Pu	Total Purchases & Sales 51						511,102.52

#### **Transaction Detail - Deposits & Withdrawals**

Transaction	n Process				
Date	Date	Activity	Description	Location	Credit/(Debit)
12/27/22	12/27/22	Funds Paid	WIRED FUNDS DISBURSED		(700,000.00)
Total Deposits & Withdrawals				(700,000.00)	

The total deposits activity for the statement period was \$0.00. The total withdrawals activity for the statement period was \$700,000.00.





Statement Period December 1-31, 2022

#### Transaction Detail - Dividends & Interest (including Money Market Fund dividends reinvested)

Transactio	n Process				
Date	Date	Activity	Description		Credit/(Debit)
12/15/22	12/16/22	Bank Interest <sup>A,B</sup>	BANK INT	: SCHWAB BANK	10.89
12/15/22	12/16/22	Bank Interest <sup>A,B</sup>	BANK INT	: SCHWAB TRUST BANK	2.73
12/16/22	12/16/22	Div For Reinvest	VANGUARD TO	TAL INTL STOC: VTIAX	63,492.62
12/21/22	12/21/22	Div For Reinvest	VANGUARD REA	AL ESTATE IND: VGSLX	19,363.79
12/21/22	12/21/22	Div For Reinvest	VANGUARD TO	TAL STOCK MKT: VTSAX	70,287.94
12/29/22	12/29/22	Div For Reinvest	TORTOISE MLP	& PIPELINE: TORIX	12,191.28
12/30/22	12/30/22	Div For Reinvest	VANGUARD TO	FAL BOND MARK: VBTLX	23,561.85
Total Div	ridends & Ir	nterest			188,911.10
				Total Torresponding Bode II	40.00

Total Transaction Detail 13.62

#### **Bank Sweep for Benefit Plans Activity**

Transaction Date	n Transaction	Description	Withdrawal	Deposit	Balance <sup>A,B</sup>
Opening	Balance <sup>A,B</sup>				24,767.35
12/15/22	Interest Paid <sup>A,B</sup>	BANK INTEREST - CHARLES SCHWAB BANK		10.89	24,778.24
12/15/22	Interest Paid <sup>A,B</sup>	BANK INTEREST - CHARLES SCHWAB TRUST BANK		2.73	24,780.97
12/15/22	Auto Transfer	BANK TRANSFER TO BROKERAGE	13.62		24,767.35
12/19/22	Auto Transfer	BANK CREDIT FROM BROKERAGE A		13.62	24,780.97
12/27/22	Auto Transfer	BANK CREDIT FROM BROKERAGE A		700,000.00	724,780.97
12/28/22	Auto Transfer	BANK TRANSFER TO BROKERAGE	700,000.00		24,780.97
Total A	Activity		700,013.62	700,027.24	
Ending 6	Balance <sup>A,B</sup>				24,780.97





Statement Period December 1-31, 2022

#### Bank Sweep for Benefit Plans Activity (continued)

Bank Sweep for Benefit Plans: Interest Rate as of 12/30/22 was 0.45%. B

#### **Endnotes For Your Account**

Symb	ool Endnote Legend
<b>♦</b>	Dividends paid on this security will be automatically reinvested.
A	Bank Sweep deposits are held at FDIC-insured bank(s) ("Banks") that are affiliated with Charles Schwab & Co., Inc.
В	For Bank Sweep and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its affiliated banks. These balances do not include interest that may have accrued during the Statement
	Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period.

Schwab Institutional is a division of Charles Schwab & Co., Inc., and provides back office brokerage and related services to independent investment advisors and retirement plan providers. Schwab is a registered broker-dealer and is not affiliated with your Investment Advisor whose name appears on this statement ("Advisors") except in the case of Charles Schwab Investment Advisory, Inc. ("CSIA"), Schwab Private Client Investment Advisory, Inc. ("SPCIA"), or an affiliated company that may act as the investment advisor on a fund. Schwab neither endorses nor recommends any particular Advisor or its investment strategy and has no responsibility to monitor trading by any Advisor in your Account. Schwab has not verified any statement accompanying any Advisor's logo appearing on this statement. Not all of these products and services may benefit your Account, and Schwab may provide them to Advisors on the Advisor's commitment to place a certain amount of its clients' assets in brokerage accounts at Schwab within a certain period of time. This commitment could influence an Advisor's recommendation or requirement that its clients establish brokerage accounts at Schwab. For questions about this statement, or if there is a change in your financial situation, investment objectives, or risk profile, please contact your Independent Investment Manager and/or Advisor.

#### THE HUNTINGTON NATIONAL BANK

PO BOX 1558 EA1W37 COLUMBUS OH 43216-1558



LABORERS LOCAL NO. 265 PENSION PLAN 800 HILLSDOWNE RD WESTERVILLE OH 43081-3302

Have a Question or Concern?

Stop by your nearest Huntington office or contact us at:

1-800-480-2001

www.huntington.com/ businessresources

#### Huntington Business Analyzed Checking

Statement	Activity	From:
12/01/22	to 12/31	/22

Days in Statement Period

Average Ledger Balance\* 377,259.34 Average Collected Balance\* 377,099.63

<sup>\*</sup> The above balances correspond to the service charge cycle for this account.

Beginning Balance Credits (+)	\$296,157.20 860,442.38
	•
Regular Deposits	4,801.00
Electronic Deposits	155,641.38
Wire Transfer Credits	700,000.00
Debits (-)	125,588.27
Regular Checks Paid	45,365.19
Electronic Withdrawals	80,223.08
Ending Balance	\$1,031,011.31

Account: -----

Deposits (+)						Accou	int:
Date	Amount	Serial #	Туре	Date	Amount	Serial #	Туре
12/05	150.00		Remote	12/08	4,651.00		Remote

#### Other Credits (+)

Account:
----------

Date	Amount	Description
12/12	11,077.53	BUS ONL TFR FRM CHECKING 121222 XXXXXXX
12/13	13,493.80	BUS ONL TFR FRM CHECKING 121322 XXXXXXX
12/14	16,999.75	BUS ONL TER FRM CHECKING 121422 XXXXXXX
12/15	1,982.20	BUS ONL TFR FRM CHECKING 121522 XXXXXXX
12/16	29,653.50	BUS ONL TFR FRM CHECKING 121622 XXXXXXX
12/19	24,087.18	BUS ONL TFR FRM CHECKING 121922 XXXXXXX
12/20	25,657.30	BUS ONL TFR FRM CHECKING 122022 XXXXXXX
12/21	22,101.03	BUS ONL TFR FRM CHECKING 122122 XXXXXXX
12/27	700,000.00	INCOMING FEDWIRE TRANSFER
12/27	4,651.00	BUS ONL TFR FRM CHECKING 122722 XXXXXXX
12/27	424.00	BUS ONL TFR FRM CHECKING 122722 XXXXXXX
12/29	5,514.09	BUS ONL TFR FRM CHECKING 122922 XXXXXXX

Investments are offered through the Huntington Investment Company, Registered Investment Advisor, member FINRA/SIPC, a wholly-owned subsidiary of Huntington Bancshares Inc.



Checks (-	)				Account:
Date	Amount	Check #	Date	Amount	Check #
12/14	2,958.00	1038	12/01	257.75	90000558
12/19	1,107.71	1039	12/05	128.81	90000559
12/08	947.70	90000518*	12/06	55.22	90000560
12/02	2,177.47	90000528*	12/05	211.76	90000561
12/05	224.59	90000529	12/02	1,101.55	90000562
12/12	245.24	90000530	12/01	649.90	90000563
12/01	932.01	90000531	12/05	512.14	90000564
12/02	126.59	90000532	12/19	2,285.36	90000566*
12/02	413.14	90000534*	12/08	1,843.98	90000567
12/05	308.15	90000535	12/14	256.43	90000568
12/14	427.22	90000536	12/06	1,374.72	90000569
12/02	572.50	90000537	12/05	591.38	90000570
12/30	661.00	90000538	12/01	1,701.38	90000571
12/14	244.72	90000539	12/02	300.11	90000572
12/08	858.61	90000540	12/08	1,118.23	90000573
12/01	1,105.61	90000541	12/06	260.13	90000574
12/20	761.07	90000542	12/07	309.57	90000575
12/06	331.48	90000543	12/08	947.70	90000576
12/12	226.83	90000544	12/01	154.17	90000577
12/02	317.55	90000545	12/06	141.63	90000578
12/01	34.31	90000546	12/14	533.73	90000579
12/05	387.11	90000547	12/02	551.38	90000580
12/05	613.77	90000548	12/01	1,225.73	90000581
12/05	39.61	90000549	12/01	992.77	90000582
12/08	610.11	90000550	12/02	1,168.81	90000583
12/05	971.37	90000551	12/01	889.12	90000584
12/06	1,891.46	90000552	12/01	521.32	90000585
12/14	240.11	90000554*	12/13	51.72	90000586

Other Debits (-)

Account:-----

12/09

12/12

12/21

710.50

1,750.05

1,618.20

90000587

90000588

90000589

Date	Amount	Description
12/01	17,713.08	BUS ONL TFR TO CHECKING 120122 XXXXXXX
12/02	41,535.92	ACH SETTLEMENT OFFSET 221202 -
12/05	6,725.00	BUS ONL TFR TO CHECKING 120522 XXXXXXX
12/06	1,407.05	ACH SETTLEMENT OFFSET 221206 -
12/07	46.96	ACH SETTLEMENT OFFSET 221207 -
12/14	3.792.17	ACH SETTLEMENT OFFSET 221214 -

90000555

90000556

90000557

12/02

12/01

12/01

678.81

201.50

534.59

<sup>(\*)</sup> Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.



# Other Debits (-)

Account:
----------

Date	Amount	Description
12/15	423.05	ACH SETTLEMENT OFFSET 221215 -
12/19	6,725.00	BUS ONL TFR TO CHECKING 121922 XXXXXXX
12/19	288.45	BUS ONL TFR TO CHECKING 121922 XXXXXXX
12/19	1,556.84	ACH SETTLEMENT OFFSET 221219
12/20	9.56	ACH SETTLEMENT OFFSET 221220

#### **Balance** Activity



Date	Balance	Date	Balance	Date	Balance
11/30 12/01 12/02 12/05 12/06 12/07 12/08	296,157.20 269,243.96 220,300.13 209,736.44 204,274.75 203,918.22 202,242.89	12/09 12/12 12/13 12/14 12/15 12/16 12/19	201,532.39 210,387.80 223,829.88 232,377.25 233,936.40 263,589.90 275,713.72	12/20 12/21 12/27 12/29 12/30	300,600.39 321,083.22 1,026,158.22 1,031,672.31 1,031,011.31

In the Event of Errors or Questions Concerning Electronic Fund Transfers (electronic deposits, withdrawals, transfers, payments, or purchases), please call either 1-614-480-2001 or call toll free 1-800-480-2001, or write to The Huntington National Bank Research - EA4W61, P.O. Box 1558, Columbus, Ohio 43216 as soon as you can, if you think your statement or receipt is wrong or if you need more information about an electronic fund transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- 1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
- 2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

Verification of Electronic Deposits If you authorized someone to make regular electronic fund transfers of money to your account at least once every sixty days, you can find out whether or not the deposit has been received by us, call either 1-614-480-2001 or call toll free 1-800-480-2001.

Balancing Your Statement - For your convenience, a balancing page is available on our web site https://www.huntington.com/pdf/balancing.pdf and also available on Huntington Business Online.

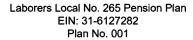
# Laborers 265 Pension Account HNB Acct # December-22

	Balance 11/30/2022	Receipts	Disbursements	Balance 12/31/2022	account	Traverse	outstanding
Balance per bank	296,157.20	860,442.38	125,588.27	1,031,011.31		1,030,988.31	23.00
Beginning o/s checks o/s checks for current mth	(2,178.15)		(2,178.15) 28,629.93	0.00 (28,629.93)		(28,629.93)	0.00
	293,979.05	860,442.38	152,040.05	1,002,381.38			

<b>.</b>			Balance Balance	(00.00)
Deposits:	700 000 00		\$23 tferred 1/6/23 for bank fee shortage	(23.00)
Transfers from investments	700,000.00			
Contributions	150,303.50			
Reciprocity In	686.88			•
LD-LDI (Int & Damages)	0.00	150,990.38		
ACH REVERSAL - acct closed			Balance Balance	
Over-transferred amt from 11/10 - tferred back to concen			Jan 2023 checks cashed in Dec 2022	•
re-payment	150.00		Dec 2022 checks cashed in Nov 2022	
Shook W/d liability 12/8	4,651.00			•
Shook W/d liability 12/27 - from Pension	4,651.00			
erroneous tfer-in/out				
reconciled deposits:	860,442.38			
	0.00			
1400				
Withdrawals:				
Admin cks issued - CHECKS ONLY	31,365.71			
Taxes wired out FED & State	42,015.49			
Admin fees to Joint	13,450.00			
Pensioner checks issued	566,051.35			
Bank Fees	288.45	\$288.45 was tra	nsferred, but \$311.45 shb. Cheryl transferred \$23 on 1	/6/23 to Joint
Bank Fees correction (this amt was tferred 11/7/22)				
ins auto deduct	17,713.08			
Jan 2023 checks cashed in Dec 2022	0.00			
Dec 2022 checks cashed in Nov 2022	(1,942.08)			
Dec ACH settles 11/30	(516,901.95)		****the ACH portion of the first of the month file should	hit the prepay accou
Jan 2023 ACH settles Jan 3	0.00		***The prepay account will also be hit on the last day of	of the previous month
ACH REVERSAL acct closed				
erroneous tfer-in/out				
Over-transferred amt from 11/10 - tferred back to concen				
voided checks				
reconciled withdrawals:	152,040.05			
	0.00			

Outstanding checks:	Check#	Amount
8/1/2022	90000293	99.48
9/1/2022	90000351	932.01
9/1/2022	90000353	99.48
10/1/2022	90000413	99.48
12/28/2022	1040	27,300.00
12/1/2022	90000533	99.48

28,629.93





Where Relationships Count.

### **Independent Auditor's Report**

Board of Trustees Laborers Local No. 265 Pension Plan

#### **Opinion**

We have audited the financial statements of Laborers Local No. 265 Pension Plan (the "Plan"), an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), which comprise the statements of net assets available for benefits and of accumulated plan benefits as of October 31, 2022, and the related statements of changes in net assets available for benefits and of changes in accumulated plan benefits for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the net assets available for benefits and accumulated plan benefits of the Plan as of October 31, 2022, and the changes in its net assets available for benefits and changes in its accumulated plan benefits for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Plan and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for one year after the date the financial statements are available to be issued.



Board of Trustees Laborers Local No. 265 Pension Plan

Management is also responsible for maintaining a current plan instrument, including all plan amendments, administering the plan, and determining that the plan's transactions that are presented and disclosed in the financial statements are in conformity with the plan's provisions, including maintaining sufficient records with respect to each of the participants, to determine the benefits due or which may become due to such participants.

#### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to
  fraud or error, and design and perform audit procedures responsive to those risks. Such procedures
  include examining, on a test basis, evidence regarding the amounts and disclosures in the financial
  statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Board of Trustees Laborers Local No. 265 Pension Plan

# Supplemental Schedules Required by ERISA

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental schedules of Schedule H, Line 4i – Schedule of Assets (Held at End of Year) at October 31, 2022, and Schedule H, Line 4j – Schedule of Reportable Transactions for the year ended October 31, 2022 are presented for purposes of additional analysis and are not a required part of the financial statements but are supplementary information required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS.

In forming our opinion on the supplemental schedules, we evaluated whether the supplemental schedules, including their form and content, are presented in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

In our opinion, the information in the accompanying schedules is fairly stated, in all material respects, in relation to the financial statements as a whole, and the form and content are presented in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

#### Other Matters - 2021 Financial Statements

The 2021 financial statements of the Plan were audited by other auditors whose report dated August 5, 2022, expressed an unmodified opinion on those financial statements. As more fully described in Note 3 to the financial statements, the Plan has adjusted its 2021 financial statements to properly report the statement of accumulated plan benefits as of October 31, 2021 and the statement of changes in accumulated plan benefits for the year ended October 31, 2021. The other auditors reported on the financial statements before the adjustment.

As part of our audit of the 2022 financial statements, we also audited adjustments described in Note 3 that were applied to restate the 2021 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2021 financial statements of the Plan other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2021 financial statements as a whole.

Curi & Paruchi, anc.

Cleveland, Ohio August 15, 2023

# **Statements of Net Assets Available for Benefits**

# October 31, 2022 and 2021

## <u>Assets</u>

	_	2022	_	2021
Investments, at fair value:	_		_	
Interest-bearing cash	\$	24,759	\$	99,810
Mutual funds		32,239,461		45,233,317
Exchange traded fund		-		338
Total investments	_	32,264,220		45,333,465
Receivables:				
Contributions receivable		168,656		159,013
Reciprocity receivable		-		2,665
Due from plan administrator		-		200
Total receivables	_	168,656	_	161,878
Cash		257,168		450,741
Prepaids	_	562,603	-	524,058
Total assets		33,252,647		46,470,142
<u>Liabil</u>	<u>ities</u>			
		24267		21 417
Accounts payable		34,367		31,417
Other	-	60	-	2,369
Total liabilities	-	34,427	_	33,786
Net assets available for benefits	\$ _	33,218,220	\$ =	46,436,356

# Statements of Changes in Net Assets Available for Benefits

# For the years ended October 31, 2022 and 2021

	_	2022	_	2021
Additions:				
Investment (loss) income:				
Net (depreciation) appreciation in fair value				
of investments	\$	(7,977,386)	\$	10,440,783
Interest and dividends	_	908,556	_	877,559
		(7,068,830)		11,318,342
Less: investment expenses	_	(60,000)		(60,000)
Net investment (loss) income		(7,128,830)		11,258,342
Contributions:				
Employer		1,620,268		1,538,958
Reciprocity		60,403		26,926
Less: reciprocity paid	_	(4,918)	_	(9,205)
Total contributions	_	1,675,753		1,556,679
Other income	-	150,607		322,131
Total additions		(5,302,470)		13,137,152
Deductions:				
Benefits paid to participants and beneficiaries		7,490,464		7,435,942
Administration expenses	-	425,202		422,751
Total deductions	-	7,915,666		7,858,693
Net (decrease) increase		(13,218,136)		5,278,459
Net assets available for benefits:				
Beginning of year	-	46,436,356		41,157,897
End of year	\$ _	33,218,220	\$	46,436,356

# Laborers Local No. 265 Pension Plan

# **Statements of Accumulated Plan Benefits**

# October 31, 2022 and 2021

		2022		(Restated) 2021
Actuarial present value of accumulated plan benefits:				
Vested benefits:				
Active participants	\$	6,803,905	\$	9,350,855
Vested terminated participants		25,365,409		26,772,379
Retirees and beneficiaries receiving payment		76,278,087		74,646,929
	_	108,447,401		110,770,163
Nonvested benefits	_	347,493	_	332,259
Total actuarial present value of				
accumulated plan benefits	\$ _	108,794,894	\$_	111,102,422

# Laborers Local No. 265 Pension Plan

# Statements of Changes in Accumulated Plan Benefits

# For the years ended October 31, 2022 and 2021

	2022	_	(Restated) 2021
\$	111,102,422	\$	108,273,325
	(7,490,464)		(7,435,942)
	5,907,402		5,753,281
	(724,466)		4,243,410
	_		268,348
	(2,307,528)	_	2,829,097
\$ _	108,794,894	\$_	111,102,422
		\$ 111,102,422 (7,490,464) 5,907,402 (724,466) 	\$ 111,102,422 \$ (7,490,464) 5,907,402 (724,466)

#### Laborers Local No. 265 Pension Plan

# **Notes to Financial Statements**

# October 31, 2022 and 2021

#### **Note 1:** Description of Plan

The following description of Laborers Local No. 265 Pension Plan (the "Plan") provides only general information. Participants should refer to the plan agreement for a more complete description of the Plan's provisions.

#### General

The Plan is a multiemployer collectively bargained defined benefit pension plan subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA). The Plan was established by an Agreement and Declaration of Trust (the "Trust") effective November 7, 1969, as a result of a collective bargaining agreement (CBA) between participating employers and the Laborers International Union of North America, Local No. 265 (the "Union") to provide for payment of retirement pension benefits, permanent and occupational disability pension benefits to eligible participants and, in certain cases, death benefits to designated beneficiaries. The Trust was restated and amended effective November 18, 1976.

#### Administration of the Plan

The administration of the Plan is the responsibility of the Plan's Board of Trustees, which comprises labor and management trustees. The Board of Trustees determines the appropriateness of the Plan's investment offerings and monitors investment performance. The investments of the Plan are managed by a third party investment consultant and advisor. Charles Schwab & Co., Inc. serves as the custodian of the Plan's investments.

# **Funding Policy**

Participating employer contributions to the Plan were \$5.30 per hour during the years ended October 31, 2022 and 2021. The contribution rates are pursuant to the current collective bargaining agreement between employers and the Union, which expires May 31, 2027. The contributions are designed to fund the Plan's current service cost on a current basis and to fund the past service liabilities arising from qualifying service. The yield on investments of the Plan serves to reduce future contributions that would otherwise be required to provide for the defined level of benefits under the Plan. The funding is dependent in part upon the level of employment in the construction industry. The Plan's actuary has certified that the minimum funding requirements of ERISA have not been met as of October 31, 2022.

# **Reciprocity Contribution**

Participants of the Plan and participants of the benefit plans of other affiliated local unions may have temporary employment assignments outside the jurisdiction of their local union. Therefore, the Plan has entered into reciprocity agreements with other affiliated locals to ensure that employer contributions are forwarded to the benefit plans of the participant's local union. Reciprocal contributions received and reciprocal contributions paid have been recorded in the statements of changes in net assets available for benefits.

#### **Notes to Financial Statements**

#### October 31, 2022 and 2021

# **Note 1:** Description of Plan (continued)

#### **Pension Benefits**

Participants with five or more years of credited service are entitled to annual pension benefits, beginning at normal retirement age (62), equal to:

Effective Period	Calculation Method
	\$1.50 per month for each year of credited past service less
Prior to November 1, 1968	each year of credited future service subsequent to November
	1, 1968, not in excess of twenty years plus
November 1, 1968 through October 31,	4.35% of contributions made on behalf of the participant
November 1, 1976 through October 31,	\$1.00 for each 100 hours worked in a plan year plus
November 1, 1977 through October 31,	\$1.50 for each 100 hours worked in a plan year plus
November 1, 1979 through October 31,	\$1.75 for each 100 hours worked in a plan year plus
November 1, 1982 through October 31,	\$2.50 for each 100 hours worked in a plan year plus
November 1, 1983 through October 31,	2.24% of contributions made on behalf of the participant
November 1, 1985 through October 31,	2.552% of contributions made on behalf of the participant
November 1, 1987 through October 31,	2.65% of contributions made on behalf of the participant
November 1, 1988 through October 31,	2.915% of contributions made on behalf of the participant
November 1, 1994 through October 31,	2.50% of contributions made on behalf of the participant
November 1, 1999 through February 28,	2.3% of contributions made on behalf of the participant
March 1, 2009 and thereafter	\$15.00 per month for each 1,200 hours worked in a plan year

The Plan permits early retirement for active participants between ages 55-61 with at least 5 years of credited service, with benefits subject to actuarial reduction.

## **Disability Benefits**

Disability retirement benefits are available to active participants with contributions made on their behalf for hours worked within the 24-month period immediately prior to the date of disability. Total employment disability benefits shall be actuarially equivalent to the participant's accrued benefit, reduced for each month that the commencement of disability benefits precedes the participant's normal retirement date.

#### **Death Benefits**

If an active vested participant dies, the surviving spouse is entitled to 100% joint and survivor benefits if the participant was over age 55 at the time of death. If the participant was younger than age 55 at the time of death, the surviving spouse is entitled to 50% joint and survivor benefits unless an optional form of benefit is selected within the election period pursuant to a qualified election. Any person who dies while an active participant in the Plan will continue to be treated as an active participant for purposes of determining the earliest retirement age.

#### Laborers Local No. 265 Pension Plan

#### **Notes to Financial Statements**

#### October 31, 2022 and 2021

# **Note 2:** Summary of Significant Accounting Policies

#### **Basis of Accounting**

The accompanying financial statements are prepared on the accrual basis of accounting.

#### **Basis of Presentation**

The Plan follows authoritative guidance issued by the Financial Accounting Standards Board (FASB), which established the FASB Accounting Standards Codification (ASC) as the single source of authoritative accounting principles generally accepted in the United States of America.

#### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and changes therein; disclosure of contingent assets and liabilities; and the actuarial present value of accumulated plan benefits at the date of the financial statements, and changes therein. Actual results could differ from those estimates.

#### Investment Valuation and Income Recognition

Investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Plan's Board of Trustees determines the Plan's valuation policies utilizing information provided by its investment advisors, investment managers, and custodians. See Note 6 for discussion of fair value measurements.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation (depreciation) includes the Plan's gains and losses on investments bought and sold as well as held during the year.

# **Employer Contributions and Receivables**

Contributions to the Plan are determined through collective bargaining. However, they are subject to minimum funding requirements under Section 412 of the Internal Revenue Code (IRC) by using the entry age normal actuarial cost method and actuarial assumptions, which, in aggregate, are reasonable and reflect the best estimate of the Plan's actuary. To the extent that negotiated rates do not meet the requirements of the IRC, contributions or benefit levels are revised so that requirements are met.

#### Laborers Local No. 265 Pension Plan

#### **Notes to Financial Statements**

#### October 31, 2022 and 2021

# **Note 2:** Summary of Significant Accounting Policies (continued)

#### Employer Contributions and Receivables (continued)

Employer contributions pertaining to employee hours worked during the year are recorded as revenue. Contributions receivable as of October 31, 2022 and 2021 are primarily employer contributions for the last month of the Plan's fiscal year. In accordance with the Plan's collection and delinquency control program, all contributions must be paid on or before the 15th of the month following the month in which hours are worked. On the 16th day of the subsequent month, the contribution is determined to be late and the employer is referred to the Plan's legal counsel. Amounts that have been referred to legal counsel, and that the Plan's management believes to be potentially uncollectible, are included in an allowance for uncollectible contributions. There was no allowance as of October 31, 2022 and 2021. In addition, it is impractical to estimate a recognition of revenue amounts due but erroneously unreported by employers. Amounts in dispute with employers are not recorded as a receivable by the Plan (Note 13), and subsequent recoveries are credited directly to contributions.

#### Cash

The Fund maintains its cash accounts at national financial institutions. The balances, at times, may exceed federally insured limits.

#### **Prepaid Benefits**

Prepaid benefits are benefits in transit that have been initiated on the last day of the month and are received by the participants on the first day of the month.

#### Payment of Benefits

Benefit payments to participants are recorded upon distribution.

#### Administrative Expenses

Expenses incurred in connection with the general administration of the Plan are recorded as deductions in the accompanying statements of changes in net assets available for benefits. Certain investment-related expenses are included in net appreciation (depreciation) in fair value of investments presented in the accompanying statements of changes in net assets available for benefits.

#### Subsequent Events

The Plan has evaluated subsequent events through August 15, 2023, the date the financial statements were available to be issued.

#### **Notes to Financial Statements**

#### October 31, 2022 and 2021

#### **Note 3:** Adjustments to Prior Period Financial Statements

Subsequent to the issuance of the 2021 financial statements, plan management discovered a discrepancy in the number of vested terminated participants. The updated census data, which increased the number of vested terminated participants, resulted in adjustments to the statement of accumulated plan benefits as of October 31, 2021 and the statement of changes in accumulated plan benefits for the year ended October 31, 2021. The adjustments did not impact net assets available for plan benefits.

The following table sets forth the adjustments to the prior period financial statements:

	As Previously <a href="Reported">Reported</a>		Adjustments		Restated	
Statement of Accumulated Plan Benefits:						
Vested terminated participants	\$	22,222,907	\$	4,549,472	\$	26,722,379
Nonvested benefits		303,656		28,603		332,259
Total actuarial present value of accumulated plan benefits		106,524,347		4,578,075		111,102,422
Statement of Changes in Accumulated Plan Bene	fits	:				
Plan experience and benefit accrual		(325,070)		4,568,480		4,243,410
Change in actuarial assumptions		258,753		9,595		268,348
Actuarial present value of accumulated plan benefits – end of year		106,524,347		4,578,075		111,102,422

#### Note 4: Actuarial Present Value of Accumulated Plan Benefits

Accumulated plan benefits are those future periodic payments, including lump-sum distributions that are attributable under the Plan's provisions to the service members have rendered. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated members or their beneficiaries, (b) beneficiaries of members who have died, and (c) present members or their beneficiaries. Benefits under the Plan are based on members' credited service. The accumulated plan benefits for active members will equal the accumulation, with interest, of the annual benefit accruals as of the benefit information date. Benefits payable under all circumstances – retirement, death, and disability – are included to the extent they are deemed attributable to member service rendered to the valuation date.

#### Laborers Local No. 265 Pension Plan

#### **Notes to Financial Statements**

#### October 31, 2022 and 2021

# Note 4: Actuarial Present Value of Accumulated Plan Benefits (continued)

The actuarial present value of accumulated plan benefits is determined by an independent actuary and is the amount that results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of money (through discounts for interest) and the probability of payment (by means of decrements such as for death, disability, or retirement) between the valuation date and the expected date of payment.

Significant actuarial assumptions used in the October 31, 2022 and 2021 valuations are as follows:

Mortality rates

 2022 Static Mortality Table and 2021 Static Mortality Table for 2022 and 2021, respectively.

Retirement age 

 At various rates between ages of 55 and 66.

• Interest rate::

Net investment return: 5.5%

- Future benefit accruals:
  - o 1,170 hours per year for 2022
  - o 1,015 hours per year for 2021
- Actuarial value of assets The actuarial value of assets is equal to the market value of assets less

a decreasing fraction of each of the preceding 4 year's gains/losses. A gain/loss for a year is equal to the actual return minus the expected return using the funding interest rate. The actuarial value of assets is adjusted to be within 80% and 120% of the market value of assets.

Actuarial cost method – Unit credit cost method.

The returns have been adjusted to reflect administrative expenses of \$425,000 at both October 31, 2022 and 2021.

The foregoing actuarial assumptions are based on the presumption that the Plan will continue. Were the Plan to terminate, different actuarial assumptions and other factors might be applicable in determining the actuarial present value of the accumulated plan benefits. The computations of the actuarial present value of accumulated plan benefits were made as of November 1. Had the valuations been performed as of October 31, there would be no material differences.

#### Laborers Local No. 265 Pension Plan

#### **Notes to Financial Statements**

#### October 31, 2022 and 2021

#### Note 5: Withdrawal Liability

The Plan complies with the provisions of the Multiemployer Pension Plan Amendments Act of 1980 (MPPAA), which requires imposition of a withdrawal liability on a participating employer that partially or totally withdraws from the Plan. Under the provisions of MPPAA, a portion of the Plan's unfunded vested liability would be allocated to a withdrawing employer. A withdrawal liability is paid as an installment plan over a period of time, as determined by a statutory formula. Withdrawal liability income is recognized as other income within the statements of changes in net assets available for benefits as payments are collected.

Amounts due as a result of withdrawal liability are recognized when entitlement has been determined, net of an allowance for amounts deemed uncollectible. Amounts received during the years ended October 31, 2022 and 2021 totaled \$150,607 and \$322,131, respectively. Additional amounts for other withdrawing employers have been assessed but have been fully offset by an allowance for uncollectible accounts, due to the uncertainty of collectability as of October 31, 2022 and 2021.

#### Note 6: Fair Value Measurements

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described below:

- Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.
- Level 2 Inputs to the valuation methodology include:
  - quoted prices for similar assets or liabilities in active markets;
  - quoted prices for identical or similar assets or liabilities in inactive markets;
  - inputs other than quoted prices that are observable for the asset or liability; and
  - inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

#### **Notes to Financial Statements**

# October 31, 2022 and 2021

# Note 6: Fair Value Measurements (continued)

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in methodologies used at October 31, 2022 and 2021.

Interest-bearing cash: Valued at cost, which approximates fair value.

Mutual and exchange traded funds: Valued at the daily closing price as reported by the fund. Registered investment companies held by the Plan are open-end mutual funds that are registered with the U.S. Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The registered investment companies held by the Plan are deemed to be actively traded.

The following table sets forth by level, within the fair value hierarchy, the Plan's assets at fair value as of October 31, 2022:

Interest-bearing cash Mutual funds	Level 1 \$ 24,759 32,239,461	Level 2 \$ -	Level 3 \$	\$ _	Total 24,759 32,239,461
	\$ <u>32,264,220</u>	\$	\$	\$_	32,264,220

The following table sets forth by level, within the fair value hierarchy, the Plan's assets at fair value as of October 31, 2021:

		Level 1	L	evel 2	_ L	evel 3		Total
Interest-bearing cash	\$	99,810	\$	-	\$	-	\$	99,810
Mutual funds	4	5,233,317		-		-		45,233,317
Exchange traded fund		338					_	338
	\$ <u>_4</u>	5,333,465	\$		\$		<b>\$</b> _	45,333,465

#### **Notes to Financial Statements**

#### October 31, 2022 and 2021

# **Note 7:** Administrative Expenses

Administrative expenses for the years ended October 31, 2022 and 2021 are as follows:

	2022	_	2021
Administrative fees	\$ 166,400	\$	162,185
Actuarial and consulting fees	126,800		38,975
Accounting and auditing fees	15,612		32,516
Bank service charges	9,756		7,885
Insurance	45,106		108,150
Legal fees	52,899		65,986
Other	8,629	_	7,054
Total	\$425,202	\$_	422,751

#### Note 8: Priorities Upon Termination of the Plan

Although the Board of Trustees has not expressed intent to discontinue the Plan, they may do so at any time subject to the provisions of ERISA and terms of the CBA. In the event the Plan terminates, the net assets of the Plan will be allocated, as prescribed by ERISA and its related regulations, generally to provide the following benefits in the order indicated:

- 1. Annuity benefits that former members or their beneficiaries have been receiving for at least three years, or that members eligible to retire for that three-year period would have been receiving if they had retired with benefits in the normal form of annuity under the Plan. The priority amount is limited to the lowest benefit that was payable (or would have been payable) during those three years. The amount is further limited to the lowest benefit that would be payable under Plan provisions in effect at any time during the five years preceding Plan termination.
- 2. Other vested benefits insured by the Pension Benefit Guaranty Corporation (PBGC) (a U.S. government agency) up to the applicable limitations.
- 3. All other vested benefits (that is, vested benefits not insured by the PBGC).
- 4. All nonvested benefits.

Certain benefits under the Plan are insured by the PBGC if the Plan terminates. Generally, the PBGC guarantees most vested normal age retirement benefits, early retirement benefits, and certain disability and survivor's pensions. However, the PBGC does not guarantee all types of benefits under the Plan, and the amount of benefit protection is subject to certain limitations. Vested benefits under the Plan are guaranteed at the level in effect on the date of the Plan's termination.

#### Laborers Local No. 265 Pension Plan

#### **Notes to Financial Statements**

#### October 31, 2022 and 2021

# Note 8: Priorities Upon Termination of the Plan (continued)

Whether all participants receive their benefits should the Plan terminate at some future time will depend on the sufficiency, at that time, of the Plan's net assets to provide for accumulated benefit obligations and may also depend on the level of benefits guaranteed by the PBGC.

#### **Note 9: Party-in-Interest Transactions**

Parties-in-interest are defined under Department of Labor regulations as any fiduciary of the Plan, any party rendering service to the Plan, the Plan sponsor, and certain others.

Certain plan investments are managed by the custodian of the Plan. In addition, the plan pays fees for several arrangements with services providers. These transactions are party-in-interest transactions under ERISA.

#### **Note 10:** Tax Status

The Internal Revenue Service has determined and informed the Plan by a letter dated May 12, 2015, that the Plan and related trust are designed in accordance with applicable sections of the Internal Revenue Code (IRC). Although the Plan has been amended since receiving the determination letter, the Plan administrator believes that the Plan is designed, and is currently being operated, in compliance with the applicable requirements of IRC and, therefore, believe that the Plan is qualified and that the related trust is tax exempt.

Accounting principles generally accepted in the United States of America require plan management to evaluate tax positions taken by the Plan and recognize a tax liability if the Plan has taken an uncertain position that more likely than not would not be sustained upon examination by the IRS or state taxing authorities. Management has analyzed the tax positions taken by the Plan, and has concluded that as of October 31, 2022 and 2021, there are no uncertain positions taken or expected to be taken that would require recognition of a liability or disclosure in the accompanying financial statements.

The Plan is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

#### Laborers Local No. 265 Pension Plan

# **Notes to Financial Statements**

#### October 31, 2022 and 2021

# Note 11: Funding Status

As required by ERISA under the Pension Protection Act of 2006 (PPA), the Plan's actuary has completed the Plan's actuarial funding status certification as of November 1, 2022, which provides an indication of the financial health of the Plan. As of November 1, 2022, the actuary has certified that the Plan is in critical and declining status and is making scheduled progress in meeting the requirements of the rehabilitation plan. The plan year ended October 31, 2009 was the first plan year in which the Plan was certified as being in critical status.

A rehabilitation plan was adopted on March 31, 2010 that includes increases in the Plan's hourly contribution rates. Effective July 17, 2017, an update to the rehabilitation plan was adopted which capped contribution rates at \$5.30 per hour.

In March 2023, the Plan applied for the PBGC's Special Financial Assistance (SFA) under the American Rescue Plan Act (ARPA). The program provides funding assistance to eligible underfunded multiemployer pension plans.

#### Note 12: Risks and Uncertainties

The Plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statement of net assets available for benefits.

The actuarial present value of accumulated plan benefits are reported based on certain assumptions pertaining to interest rates, inflation rates and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimations and assumptions process, it is at least reasonably possible that changes in these estimates and assumptions in the near term would be material to the financial statements.

# **Note 13:** Contingencies

The Plan is currently engaged in litigation regarding the collection of contributions from certain employers. Any amounts that can be potentially collected are considered a contingent gain and have not been recorded in the financial statements.

#### Balance Sheet

## As of December 31, 2022

# UNAUDITED

	December 31, 2022	December 31, 2021
ASSETS		
Current Assets		
Checking/Savings	\$ -	¢ 002.494.26
US Bank-Checking Huntington Bank-Checking	τ 1,002,381.38	\$ 903,484.36
Cash - Other	1,002,301.30	-
Cash - Trust	24,780.97	99,802.82
Total Cash	1,027,162.35	1,003,287.18
Other Current Assets		
Employer Contributions rec.	146,428.79	146,252.19
Due from/(to) Deposit Acct	•	•
Interfund Accounts Receivable	-	-
Pension Overpayments	89,350.95	•
Other assets - other	-	•
Accured Income	-	18,989.51
Prepaid Expenses	39,028.68	-
Investments (at market value)		
Schwab ( )	-	-
Ishares Russell Mid Cap	-	332.04
Vanguard Total Bond Market	9,826,838.85	11,782,421.39
Tortoise MLP & Pipeline	1,281,086.33	2,393,499.31
Vanguard Real Estate	1,391,767.20	2,305,277.79
Vanguard International Stock	4,632,245.37	7,097,616.05
Vanguard Total Stock Market	14,588,823.16	21,293,253.32
Total Investments (at market value)	31,720,760.91	44,872,399.90
Reciprocity Receivable	-	-
Total Other Current Assets	31,995,569.33	45,037,641.60
Total Current Assets	33,022,731.68	46,040,928.78
Total Current Assets	33,022,731.00	40,040,920.70
TOTAL ASSETS	33,022,731.68	46,040,928.78
LIABILITIES & EQUITY Liabilities		
Current Liabilities Accounts Payable	63,803.83	17,039.85
Accounts Fayable	03,003.03	·
Accrued Expenses	60.31	1,615.02
Other Liabilities	(141.90)	-
Total Current Liabilities	63,722.24	18,654.87
Total Liabilities	63,722.24	18,654.87
Equity		
Net Assets	33,218,219.88	46,436,356.22
Net Income	(259,210.44)	(414,082.31)
Total Equity	32,959,009.44	46,022,273.91
. o.a. equity	02,000,000.77	70,022,210.91
TOTAL LIABILITIES & EQUITY	33,022,731.68	46,040,928.78
	-	-

## Profit & Loss

# For the Two Months Ending Dec 31,

# UNAUDITED

	(	Current Month		Current Fiscal Year to Date	Prev	ious Fiscal Year to Date	fro	Increase Decrease om Prior Year
Ordinary Income/Expense		_		_		_		
Income								
Contributions		145,887.82		296,023.84		201,905.53		94,118.31
Reciprocity received		686.88		2,900.63		7,816.32		(4,915.69)
Reciprocity paid		(915.58)		(2,023.29)		(662.50)		(1,360.79)
Withdraw Liability Assessed		9,302.00		13,953.00		150,607.00		(136,654.00)
Delinquency Damages & Interest		-		855.06		-		855.06
Total Income	\$	154,961.12	_\$_	311,709.24	_\$	359,666.35	\$	(47,957.11)
Expense								
Pension Benefits		536,420.87		1,152,670.62		1,244,583.36		(91,912.74)
Administrative Fees		40,350.00		40,350.00		26,900.00		13,450.00
Conference Fees - Trustees		-		-		-		-
Conference Fees - Admin		-		-		-		-
Legal Fees-Pension		4,338.00		7,296.00		8,047.50		(751.50)
Legal Fees-Audit		-		-		-		-
External Audit Fees		-		-		-		-
Investment Consulting		-		27,300.00		-		27,300.00
Software/Network Support		-		-		-		-
Supplies		-		-		40.00		(42.00)
Records Maintenance Other Professional Svcs		280.00		280.00		43.98		(43.98) 280.00
Bank Fees		334.45		703.57		1,587.75		(884.18)
Investment Manager Fees		15,000.00		15,000.00		1,307.73		15,000.00
Insurance - General		4,349.33		8,698.66		-		8,698.66
Annual Premium Filing - PBGC		-,0-0.00		0,000.00		-		-
Printing		_		_		113.70		(113.70)
Postage		_		_		-		-
Trustee Dues & Subscriptions		_		_		-		-
Miscellaneous Expenses		-		_		206.34		(206.34)
Total Expense	\$	601,072.65	_\$_	1,252,298.85	\$	1,281,482.63	\$	(29,183.78)
Net Ordinary Income	\$	(446,111.53)	_\$_	(940,589.61)	\$	(921,816.28)	\$	(18,773.33)
Other Income/Expense								
Other Income								
Interest & Dividends		188,934.10		225,092.25		353,518.18		(128,425.93)
Net Appr(Depr) FMV of Invest		(1,405,252.02)		308,675.17		(236,555.17)		545,230.34
Gain/Loss on Sale of Invest	_	(28,738.01)	_	147,611.75	•	390,770.96	•	(243,159.21)
Total Other Income	_\$_	(1,245,055.93)	_\$_	681,379.17	_\$	507,733.97	_\$	173,645.20
Net Income	\$	(1,691,167.46)	_\$_	(259,210.44)	\$	(414,082.31)	\$	154,871.87

# ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

## **PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

	AGENCY INFOR	MATION	
FEDERAL PROGRAM AGENCY			
AGENCY IDENTIFIER: AGENCY LOCATION (	CODE (ALC):	ACH FORMAT:	
		CCD+	стх
ADDRESS:			
CONTACT PERSON NAME:			TELEPHONE NUMBER:
CONTACT FERSON NAME.			, , , ,
ADDITIONAL INFORMATION:			
A STATE OF THE STA			
ΡΔ	YEE/COMPANY IN	VEORMATION	
NAME			SSN NO. OR TAXPAYER ID NO.
LABORERS LOCAL NO. 265 PENSION	PLAN		31-6127282
ADDRESS			
800 HILLSDOWNE RD.			
WESTERVILLE, OHIO 43081			
CONTACT PERSON NAME:			TELEPHONE NUMBER:
MATTHEW A. ARCHER			( 614 ) 898-9006
	0141 INDTITUTE		
NAME:	CIAL INSTITUTIO	N INFORMATION	
HUNTINGTON NATIONAL BANK ADDRESS:			
7 EASTON OVAL			
/ EASTON OVAL			
COLUMBUS, OHIO 43219			
ACH COORDINATOR NAME:	-		TELEPHONE NUMBER:
JESSICA ROCHOWIAK			( 740 ) 335-3143
NINE-DIGIT ROUTING TRANSIT NUMBER:	4 4 0 0	0 0 2	4
			<u>-</u>
DEPOSITOR ACCOUNT TITLE:			
LABORERS LOCAL NO. 265 PENSION	PLAN		
DEPOSITOR ACCOUNT NUMBER:			LOCKBOX NUMBER:
TYPE OF ACCOUNT			
TYPE OF ACCOUNT:			
CHECKING SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:	SAVINGS	LOCKBOX	TELEPHONE NUMBER:
(Could be the same as ACH Coordinator)			TELLITIONE NOWIDEN.
Osssica Rochowiak RSS			( 740 ) 335-3143
7	•		SF 3881 (Rev. 2/2003)
60THORIZED FOR LOCAL REPRODUCTION			Prescribed by Department of Treasury 31 U S C 3322: 31 CFR 210



7 Easton Oval Columbus OH 43219

December 30, 2022

To Whom It May Concern:

Please accept this letter as Huntington National Bank's confirmation that LABORERS LOCAL NO. 265 PENSION PLAN's account and routing number are listed below:

Account Number:

ACH/Wire Transit Number: 044000024 Type of Account: Checking Account

Please note, this account can accept either ACH or Wires

If you have any questions or need additional information, please give me a call (740) 335-3143.

Thank you,

Jessica Rochowiak

Relationship Service Specialist Sr. Jessica.rochowiak@huntington.com

Verified by: CRodgers

# **ACKNOWLEDGEMENT CERTIFICATE**

State of Ohio, County of WOOL	
The foregoing instrument was acknowledged before Signa Rayoula (name of p	fore me on this <u>3/8t</u> <u>27</u> (date) by
	nature of Notary Public – State of Ohio commission expires: 12 110 24 (date)