

**SIXTH AMENDMENT TO THE
IRON WORKERS OF WESTERN PENNSYLVANIA
PENSION PLAN
(As Amended and Restated effective January 1, 2015)**

This Sixth Amendment to the Iron Workers of Western Pennsylvania Pension Plan, as amended and restated effective January 1, 2015, (the “**Plan**”) is made by the Board of Trustees of the Iron Workers Pension Fund of Western Pennsylvania (the “**Trustees**”).

WITNESSETH:

WHEREAS, the Trustees previously adopted and presently maintain the Plan as amended and restated on January 1, 2015, and further amended on various subsequent dates;

WHEREAS, the Trustees wish to correct the language in the Plan to conform the terms of the Plan to the Plan’s prior operations with respect to death benefits for participants with at least five, but fewer than ten, Pension Credits; and

WHEREAS, under Section 7 of Revenue Procedure 2021-30, Operational Failures of a plan may be corrected under the Self Correction Program by adoption of a plan amendment that conforms the terms of the plan to the plan’s prior operations, provided the plan amendment would result in an increase of a benefit, right or feature, the provision of the increase in the benefit, right or feature to participants is permitted under the Internal Revenue Code, and the correction principles of Section 6.02 of Revenue Procedure 2021-30 are followed; and

WHEREAS, under Section 9.01 of the Plan, the Trustees reserve the right to amend the Plan from time to time in any respect by action of the Trustees.

NOW, THEREFORE, the Trustees hereby amend the Plan, retroactive to January 1, 1998, as follows:

1. Section 4.02(d) of the Plan is deleted in its entirety.
2. Section 5.16(d)(1) of the Plan is amended as follows:
 - (1) In lieu of the Qualified Preretirement Survivor Annuity payable upon the death of a married Participant under paragraph (a) above, the surviving Qualified Spouse of a deceased Participant who had been credited with at least five (5) but less than ten (10) Pension Credits at the time of his death, ~~and who had not been charged with three (3) consecutive One~~

~~Year Breaks in Service immediately prior to his death as described in Section 4.02(d)~~ may elect to receive a death benefit payable in one of the following forms of benefit, whichever has the greater Actuarial Present Value:

- (A) A lump sum amount equal to one-half of the Employer Contributions made to the Pension Fund on behalf of the Participant, up to \$12,000.00; or
- (B) Monthly benefit payments based on the Participant's Vested Benefit payable in the form of a Qualified Joint and Survivor Annuity for the Participant and Qualified Spouse commencing at the Participant's Normal Retirement Age, and continuing only for sixty (60) months in the case of a Participant who would be classified as a Local Union No. 3 Retiree, or for a period of seventy-two (72) months in the case of a Participant who would be classified as a Local Union No. 772 Retiree (for benefits accrued on and after January 1, 2010, sixty (60) months).

3. Section 5.16(e)(3) of the Plan is amended as follows:

- (3) In the case of a deceased Participant who had been credited with at least five (5) but less than ten (10) Pension Credits at the time of his death; ~~and who had not been charged with three (3) consecutive One Year Breaks in Service immediately prior to his death as described in Section 4.02(d)~~ the death benefit for the surviving Beneficiary shall be the benefit payable under one of the following forms of benefit, whichever has the greater Actuarial Present Value:
 - (A) A lump sum amount equal to one-half of the Employer Contributions made to the Pension Fund on behalf of the Participant, up to \$12,000.00; or
 - (B) Monthly benefit payments based on the Participant's Vested Benefit payable in the form of a Single Life Annuity for the Participant commencing at the Participant's Normal Retirement Age, and continuing only for sixty (60) months in the case of a Participant who would be classified as a Local Union No. 3 Retiree, or for a period of seventy-two (72) months in the case of a Participant who would be classified as a Local Union No. 772 Retiree (for benefits accrued on and after January 1, 2010, sixty (60) months).

4. In all other respects, the provisions of the Plan are hereby ratified and confirmed, and they shall continue in full force and effect. In order to maintain the terms of the Plan in a single document, this Amendment may be incorporated into the most recent restatement of the Plan and the Table of Contents and any section numbers and section references or cross-references may be corrected and/or updated at any time.

IN WITNESS WHEREOF, pursuant to the proper approval and delegation by the Trustees, the following Employer and Union Trustees have affixed their signatures as of this 11th day of FEBRUARY 2022.


Danielle Harshman
Employer Trustee


Gregory Bernarding
Union Trustee