

Local Union Number 861 International Brotherhood of Electrical Workers Pension and Retirement Plan

SUMMARY PLAN DESCRIPTION

2015 Edition

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**LOCAL UNION NUMBER 861 INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS PENSION AND RETIREMENT PLAN**

To All Participants:

We are pleased to present you with this Summary Plan Description (“SPD”), which provides an up-to-date description of the benefits offered under the Local Union Number 861 International Brotherhood of Electrical Workers Pension and Retirement Plan (“Plan”).

We have tried to explain all of the provisions of the Plan as clearly as possible. This SPD is only a summary of the Plan, and does not contain all Plan details nor shall it constitute the Plan document under the Employee Retirement Income Security Act of 1974 (“ERISA”). The Plan document is written in much more technical and precise language. In the case of any discrepancy between this SPD and the Plan, the legal Plan document always governs. This SPD does not change, expand, or otherwise interpret the terms of the Plan. You should consult the Plan document or contact the Fund office if you have any questions concerning the provisions of this SPD. Copies of the Plan document are available for inspection at the Fund office during regular business hours, and upon written request, a copy will be furnished by mail by the Administrative Manager.

The Plan is subject to federal laws, such as ERISA, the Internal Revenue Code of 1986 (“Code”), the Labor Management Relations Act of 1947 and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in the law or due to pronouncements by the Internal Revenue Service (“IRS”) or Department of Labor (“DOL”). We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

Please bear in mind that only we, the full Board of Trustees, are authorized to interpret the Plan. Information you receive from the Union, individual Employers or their representatives is not official and cannot be relied upon. Any information or opinion concerning your rights under the Plan, to be official, must be communicated to you in writing and signed on our behalf. The Board of Trustees has exclusive and discretionary authority to determine all questions of coverage and eligibility, to construe the terms of the Agreement and Declaration of Trust, the Plan document, and this Summary Plan Description. Any such determination and any such construction adopted by the Trustees in good faith is binding on all Participants, Beneficiaries and Employers.

If you are not sure whether you, your Spouse or your Beneficiary may be eligible for benefits, please contact the Administrative Manager, and the staff will be happy to assist you. You should keep the Fund office advised of your current mailing address to ensure that you receive all required communications.

Sincerely,

BOARD OF TRUSTEES

INTRODUCTION

This Summary Plan Description (“SPD”) is intended to give you a simple description of the most important features of the Local Union Number 861 International Brotherhood of Electrical Workers Pension and Retirement Plan (“Plan”) to aid you in understanding your pension benefits. However, this Plan is not a contract of employment and does not give you the right to remain in the service of your Employer or to interfere with the right of your Employer to discharge any Employee. These issues are covered by the applicable Collective Bargaining Agreement.

You are responsible to keep the Trustees informed as to your address. The Trustees shall have no obligation to seek you other than sending all forms, notices, payments, or other materials to your last known address.

I. PLAN INFORMATION

1. **Name of Plan:** This Plan is known as the Local Union Number 861 International Brotherhood of Electrical Workers Pension and Retirement Plan.
2. **Board of Trustees-Type of Administration:** This Plan is jointly sponsored and administered by a Board of Trustees made up of equal representatives of the Union and Employers. The Board of Trustees is the named fiduciary responsible for administering the Plan in accordance with the terms of the Plan, the Agreement and Declaration of Trust and applicable laws. The Board of Trustees has contracted with Benefit Resources, Inc. to provide administrative services for the Plan as the “Administrative Manager.” You may contact the Board of Trustees or the Administrative Manager at the address and telephone number below:

Board of Trustees
Local Union Number 861 International Brotherhood
of Electrical Workers Pension and Retirement Plan
c/o Mark Crandell
8841 Gulf Freeway, Suite 304
Houston, TX 77017
Telephone: (713) 643-9300
Toll Free: (866) 236-3148
Fax: (866) 316-4794

The names and addresses of the Trustees are:

Employer Trustees:

Jeff Stark
PO Box 30
Sulphur, LA 70064

Earl O'Quinn, III
617 Gray Street
Westlake, LA 70669

Daniel Jones
328 15th Street
Lake Charles, LA 70601

Clyde Conner
P.O. Box 17105
Lake Charles, LA 70616

Union Trustees:

Jeff Sanders
3000 Highway 90 East
Lake Charles, LA 70615

Lance Corner
1847 Memory Lane
Lake Charles, LA 70605

Michael Jones
2908 Clifford Rd.
Lake Charles, LA 70611

Carlos Perez
PO Box 776
Sulphur, LA 70663

3. **Plan Sponsor and Administrator:** The Board of Trustees is both the Plan Sponsor and the Administrator of the Plan and Trust.
4. **Identification Numbers:** The number assigned to this Plan by the Internal Revenue Service is 001. The Employer Identification Number assigned to the Plan by the Internal Revenue Service is 72-0575303.
5. **Agent for Service of Legal Process:** If legal disputes involving the Plan arise, any legal documents should be served upon:

Maria C. Cangemi
Robein, Urann, Spencer, Picard & Cangemi (APLC)
2540 Severn Avenue, Suite 400
Metairie, LA 70002

Service of legal process may also be made upon the Board of Trustees as the Plan Administrator.

6. **Collective Bargaining Agreement:** This Plan is maintained pursuant to one or more Collective Bargaining Agreements with the International Brotherhood of Electrical Workers Local Union Number 861 of Lake Charles, Louisiana and the Southwest Louisiana Chapter, National Electrical Contractors Association, Inc. or Participating Agreements with Employers which require contributions to be submitted on your behalf. The Fund office will provide you, upon written request, with a copy of the Collective Bargaining Agreement, a listing of the Employers and/or employee organizations sponsoring or participating in the Plan and information as to whether a particular Employer

is contributing to this Plan on behalf of Participants working under the Collective Bargaining Agreement and if so, the Employer's address.

7. **Source of Contributions:** Benefits under the Plan are provided through Employer contributions. The amount of Employer contributions and the Employees on whose behalf contributions are made are determined in accordance with the provisions of the Collective Bargaining Agreements or Participation Agreements, if applicable, at fixed rates per hours worked in Covered Employment.
8. **Organizations Holding Fund Assets and Funding Medium:** Assets of the Plan are maintained in trust in accordance with the Agreement and Declaration of Trust establishing the Local Union Number 861 International Brotherhood of Electrical Workers Pension and Retirement Trust. Trust assets are held in custody by a national bank. Assets of the Trust are invested by professional money managers selected by the Board of Trustees. Benefits under the Plan and administrative expenses are paid solely from assets of the Trust.
9. **Plan Year.** The records of the Plan are kept separately for each Plan Year. The Plan Year begins on January 1st and ends December 31st.
10. **Type of plan.** This Plan is a defined benefit pension plan.
11. **Type of Administration of the Plan.** The Trustees have retained a third party administrator, Benefit Resources, Inc., to assist with administration of the Plan.
12. **Examination of Plan Documents.** You may examine the following documents at Fund office during regular business hours:
 - a. Agreement and Declaration of Trust;
 - b. Plan documents and amendments thereto;
 - c. Form 5500, Annual Return/Report of Employee Benefit Plan;
 - d. Collective Bargaining and Participation Agreements;
 - e. List of contributing Employers;
 - f. Audited financial statements;
 - g. Investment manager reports;
 - h. Actuarial reports; and
 - i. Funding improvement or rehabilitation plans.

You may also obtain copies of these documents by making a written request to the Fund office and paying a copying fee.

II. DEFINITIONS

The following definitions are some of the terms that are used throughout this SPD. Terms that are capitalized but not defined below are defined in the official Plan document, which terms are incorporated herein by reference.

1. **Annuity Starting Date.** The Annuity Starting Date is the first day of the first calendar month after you are eligible to receive your benefit and have properly submitted a completed application for benefits. This is the date your pension is scheduled to begin.
2. **Beneficiary.** The person you have designated in writing to receive any benefits payable upon your death. Your designation must be filed, in writing, with the Fund office.
3. **Collective Bargaining Agreement.** Any written agreement between the Union and the Southwest Louisiana Chapter, National Electrical Contractors Association, Inc. (“Association”) or the Union and any Employer requiring contributions on your behalf.
4. **Covered Employment.** Employment with an Employer for which contributions are required to be made to in accordance with the Collective Bargaining Agreement or Participation Agreement if applicable.
5. **Disabled Retiree.** A former Participant receiving Disability Benefits under the Plan.
6. **Employee.** Any employee of an Employer who is covered by the Collective Bargaining Agreement or Participation Agreement requiring contributions to the Plan on your behalf or any person engaged in Covered Employment.
7. **Employer.** Any Employer who is a party to the Collective Bargaining Agreement or Participation Agreement requiring contributions to the Plan.
8. **Hour of Service.** Generally, an Hour of Service generally means any hour of work for which you are paid for work in Covered Employment, directly or indirectly, including vacation, sick leave, holidays, etc. In certain instances, an Hour of Service may also include periods during which you receive Workers’ Compensation or Social Security benefits. Please contact the Administrative Manager if you have question concerning your credit of an Hour of Service under the Plan.
9. **Normal Retirement Age.** The attainment of the later of age sixty-five (65) or the fifth anniversary of your participation in the Plan.
10. **Participant.** An Employee who satisfies the eligibility requirements described in this summary and are not a Retiree or Disabled Retiree.
11. **Participation Agreement.** Any written agreement between an Employer and the Trustees requiring contributions to the Plan.

12. **Plan.** The Local Union Number 861 International Brotherhood of Electrical Workers Pension and Retirement Plan, including any amendments thereto.
13. **Plan Year.** The period beginning January 1st through December 31st.
14. **Qualified Joint and Survivor Annuity.** A monthly payment for your life, with continuing payments to your Spouse upon your death. The continuing payment to your surviving Spouse is 100% of the benefit you were receiving.
15. **Required Beginning Date.** The date the Plan is required by law to start your pension payments, even if you are still working. That date is April 1st following the calendar year in which you reach age 70½.
16. **Retiree.** An individual receiving retirement benefits under the Plan
17. **Service Credit.** The Future Service Credits and Bonus Credits you earn by working in Covered Employment which determine the amount of your Accrued Benefit.
18. **Spouse.** Your Spouse is your spouse to whom you are legally married to have been married to each other at least one (1) year ending on the earlier of your Annuity Starting Date or the date of your death. Your spouse is also your Spouse if you are married within the year of your retirement and remain married for at least one year prior to your death. A former spouse may also be treated as your Spouse to the extent provided under a Qualified Domestic Relations Order.
19. **Terminal Illness:** Any illness supported by sufficient medical evidence establishing to the satisfaction of the Trustees that your life expectancy is six (6) months or less if the illness runs its normal course.
20. **Terminated Vested Participant:** means a Participant who had a Break-in-Service after completing the requirements to become vested in his Accrued Benefit and before becoming a Retiree.
21. **Trust or Fund:** means the assets of the Plan and Local Union Number 861 International Brotherhood of Electrical Workers Pension and Retirement Trust as established under the Agreement and Declaration of Trust.

III. SOME QUESTIONS AND ANSWERS

1. **What is the Plan?**
The Plan is a defined benefit plan and is designed to provide you retirement, disability or death benefits. Contributions are made on your behalf in accordance with the Collective Bargaining or Participation Agreements between your Employer and Union. If you satisfy the eligibility requirements and become vested in accordance with the terms of the Plan,

you are entitled to receive a monthly benefit. The Plan is subject to the Internal Revenue Code, the Employee Retirement Income Security Act of 1974 and applicable laws.

2. **Does the Pension Plan cost me anything?**

No. The Employers contribute to the Plan on your behalf in accordance with the applicable Collective Bargaining Agreement or Participation Agreement.

3. **Do I have to pay income tax on the money that is contributed to the Pension Fund?**

No. You do not pay income tax on contributions made on your behalf, but benefit payments made to you from the Plan are generally taxable.

4. **Who is eligible for coverage under the Plan?**

Basically, only Employees who work under a Collective Bargaining Agreement or Participation Agreement that require the Employer to make contributions to the Plan and after satisfying the eligibility requirements under the terms of the Plan.

5. **May you receive more than one type of pension under the Plan?**

No. The Plan specifically states that you are entitled to receive only one type of pension at the time of your retirement. Also, once your benefit payments commence, you may not change the type of pension you have elected.

6. **If I owe money, can I sign over my rights to my pension?**

No. The Plan prohibits you from making an assignment, a pledge, or in any way disposing of your pension payments. This is done for your protection. However, in accordance with a Qualified Domestic Relations Order issued by a Judge, the Plan may be required to provide benefits to your former Spouse.

7. **Can I obtain a copy of all Plan documents?**

Yes. Copies of the current Plan, Plan amendments, and a summary of the annual report are available for inspection at the Fund office during regular business hours. In addition, copies of the Agreement and Declaration of Trust, Collective Bargaining Agreements, Participation Agreements and a full annual report are available for inspection at the Fund office during regular business hours. Upon written request, these documents will be furnished by mail upon pre-payment of reasonable charges for copying.

8. **Do I have any obligations under the Plan?**

Yes. You must inform the Administrative Manager of any change to your current address, marital status or if you stop working with your Employer. You should also keep records of your work with your Employer.

IV. ELIGIBILITY AND PARTICIPATION

If you are working in Covered Employment under the terms of a Collective Bargaining Agreement or Participation Agreement that require contributions to the Plan, you are eligible to become a Participant if you earn at least 400 hours of work in Covered Employment during the 12-

consecutive month period beginning with the date you begin working in Covered Employment or during the Plan Year which begins during your first twelve (12) month of employment.

If you are a Highly Compensated Employee, you are eligible to participate in the Plan if you are working under the Collective Bargaining Agreement or are considered bargaining unit alumni. The Administrative Manager will let you know if you are a Highly Compensated Employee under the terms of the Plan.

If you are not vested in your Accrued Benefit and stopped working in Covered Employment, you will again participate under the Plan as of the date you return to work in Covered Employment, if you have not incurred a Permanent Break in Service (page 8). If you are not vested in your Accrued Benefit and have incurred a Permanent Break in Service, your participation will cease and all contributions made on your behalf will be forfeited. If you return to Covered Employment, you will again be eligible to participate in the Plan by satisfying the eligibility requirements as set forth above.

Please contact the Administrative Manager if you have questions concerning your eligibility and participation under the Plan.

V. VESTING SERVICE AND CREDITED SERVICE

A. YEARS OF SERVICE

In order to be eligible for a benefit under the Plan you must accrue a “Year of Service” or “Vesting Service”. You will earn one (1) Year of Service or Vesting Service for each Plan Year in which you work 800 Hours of Service. In the event you do not accrue 800 Hours of Service during the Plan Year that includes your initial eligibility, will accrue a partial Year of Service, prorated based on 800 Hours of Service. In no event, other than the initial Plan Year of participation can you accrue a partial Year of Service as Vesting Service.

B. HOW TO BECOME VESTED

You will become vested in your Accrued Benefit upon one of the following:

1. You have earned five (5) Years of Service, or
2. You have reached Normal Retirement Age.

Once you are vested, you are always entitled to your Accrued Benefit upon satisfying the eligibility requirements for a benefit under the Plan.

C. HOW TO EARN SERVICE CREDITS

Your Service Credits accrued determine the amount of your benefit payable under the Plan. Service Credits are earned based on your hours worked in Covered Employment for which contributions

are made on your behalf. Your Service Credits as of any date are equal to the sum of your Future Service Credits plus any Bonus Service Credits as of your Annuity Starting Date.

1. Future Service Credits

Except for the short Plan Year in effect from August 1, 1979 to December 31, 1979, Future Service Credit is granted according to the following table:

Hours Worked In Covered Employment During the Plan Year	Future Service Credit
Less than 400 hours	0
400 to 799 hours	.25
800 to 1,199 hours	.5
1,200 to 1,599 hours	.75
1,600 hours or more	1

Future Service Credit between August 1, 1979 and December 31, 1979 is granted according to the following table:

Hours Worked In Covered Employment	Service Credit
Less than 400 hours	0
400-665 hours	.25
666 hours or more	.5

2. Bonus Service Credits

You will earn an additional .25 Service Credit for each 400 hours of Covered Employment that you work over 1,600 hours during a Plan Year, with no maximum hours worked. Bonus Credit does not apply for eligibility for retirement or vesting purposes.

D. HOW TO LOSE YOUR YEARS OF VESTING SERVICE

If you are not fully vested in your Accrued Benefit, and you fail to work at least 400 Hours of Service for Vesting Service during the Plan Year, you will incur a one year "Break in Service." If your consecutive one year Breaks in Service equal or exceeds the greater of five consecutive one year Breaks in Service or the aggregate number of Years of Service for Vesting Service for which

you have been credited, you will incur a “Permanent Break in Service.” If you incur a Permanent Break in Service, your previously accumulated Credited Service and Vesting Service accrued as of your Permanent Break in Service will be cancelled and forfeited and you will not be entitled to any benefits under the Plan.

If you are fully vested in your Accrued Benefit you are entitled to your Accrued Benefit upon satisfying the eligibility requirements and the Break in Service and Permanent Break in Service rules do not apply to you.

Example #1

You have earned 3 years of Vesting Service as of December 31, 2015. You do not work for 4 years. In the Plan Year starting January 1, 2020, you work 800 hour in Covered Employment, earning 1 Year of Vesting Service. As of December 31, 2020, you will have a total of 4 years of Vesting Service, the original 3 years plus 1 year. You will not have incurred a Permanent Break in Service, because you did not have five consecutive years of a Break in Service.

Example #2

You have earned 3 years of Vesting Service as of December 31, 2014. You do not work for 4 Plan Years. In the Plan Year starting January 1, 2019, you worked 500 in Covered Employment. As a result, you did not incur a five consecutive one year Break in Service causing a Permanent Break in Service. However, because you failed to work 800 Hours of Service, you will not earn another year of Vesting Service and will only have a total of 3 years of Vesting Service as of December 31, 2019.

Example #3

You have earned 4 years of Vesting Service as of December 31, 2015. You do not work for 5 consecutive years and then return to Covered Employment on January 1, 2021. At that time, since you are not vested, you would lose all years of Vesting Service and Service Credits since you had 5 consecutive one year Breaks in Service.

E. GRACE PERIODS

The Board of Trustees may grant a “Grace Period” to prevent you from forfeiting your Credited Service and Vesting Service under the Permanent Break in Service rules. You may be entitled to a Grace Period, not to exceed two consecutive Plan Years, for failing to work in Covered Employment, if you are totally disabled for work as an electrical worker, which disability was incurred while you were working in Covered Employment during which absence you are entitled to workman’s compensation payments. If you believe that you qualify for this Grace Period, you must give written notice of your disability to the Trustees. A Grace Period for this purpose will not be granted earlier than six months prior to receipt of the written notice. For this reason, you should give written notice immediately upon your disability and not wait for your Social Security

award. In no event shall you receive any Credited Service or Vesting Service during your Grace Period.

F. EFFECT OF RESUMING COVERED EMPLOYMENT AFTER A BREAK IN SERVICE OR GRACE PERIOD

After a Break in Service or a Grace Period, you may resume Covered Employment and accrue Credits and Service in accordance with the terms of the Plan in effect during the period of your resumed employment. Credits and Service earned prior to your Break in Service shall be credited in accordance with the Plan provisions in effect during such prior periods, provided you have not incurred a Permanent Break in Service.

G. ABSENCE FROM COVERED EMPLOYMENT DUE TO QUALIFIED MILITARY SERVICE

Contributions, benefits and service credit with respect to qualified military service will be provided in accordance with federal law or as otherwise adopted by the Trustees in their guidelines, policies or procedures, as they deem necessary or appropriate to ensure the proper compliance with federal law and regulatory guidance. If you receive wage continuation payments while in the military you may benefit from changes under the law. If you are affected by this law, contact the Fund office for further information and your entitlement to benefits under this Plan.

VI. ACCRUED BENEFITS AND ELIGIBILITY FOR BENEFITS

A. CALCULATION OF YOUR ACCRUED BENEFIT

Your Accrued Benefit is the monthly amount that you have earned up to a certain date. Your Accrued Benefit is generally calculated by multiplying your Service Credits with the dollar amount specified as of the date of your retirement, death or Disability. If you retire and return to Covered Employment, you will not have your benefit recalculated; your additional accruals will be based on Service Credits earned since retirement and will be calculated as describe in this section.

If you retire after January 1, 1999, your Accrued Benefit will be calculated by:

1. Multiplying your years of Service Credits that were earned before January 1, 1999 by \$36.50; AND
2. Multiplying your Service Credits that were earned after January 1, 1999 by \$41.50, if you did not work any Hour of Service after January 1, 2002; OR
3. Multiplying your years of Service Credits that were earned after January 1, 1999 by \$44.50, if you work at least one (1) Hour of Service after January 1, 2002.

B. NORMAL RETIREMENT BENEFIT

You are entitled to your Accrued Benefit at your Annuity Starting Date, after you attain your Normal Retirement Age and upon your retirement under the terms of the Plan. Please contact the Administrative Manger if you have attained your Normal Retirement Age to request the appropriate administrative forms to receive your Normal Retirement Benefit.

Example: A Participant retires at age 65. He has accumulated 25.4 years of Service Credit (5.0 before January 1, 1999, 3.0 between January 1, 1999 and January 1, 2002, 14.0 after January 1, 2002 and 3.4 Bonus Credits). His monthly benefit would be calculated as follows:

5.0 years of Service Credits earned before January 1, 1999 x \$36.50	= \$182.50
20.4 years of Service Credits earned after January 1, 1999 x \$44.50	= \$907.80
Monthly Normal Retirement Benefit (add lines 1 & 2)	= \$1090.30

C. EARLY RETIREMENT BENEFIT

You are eligible to receive your Accrued Benefit before your Normal Retirement Age either as an Unreduced Early Retirement Benefit or a Reduced Early Retirement Benefit upon your retirement under the terms of the Plan and upon satisfying the following conditions:

1. **Unreduced Early Retirement Benefit.** You are eligible to retire with an Unreduced Early Retirement Benefit upon your:
 - a. Attainment of age sixty (60), and have twenty (20) Years of Service; or
 - b. Attainment of age fifty-five (55), and have thirty (30) Years of Service.

Upon your satisfaction of these conditions (“Unreduced Early Retirement Date”), your Unreduced Early Retirement Benefit is equal to your Accrued Benefit as of your Annuity Starting Date.

2. **Reduced Early Retirement Benefit.** You are eligible to retire with a Reduced Early Retirement Benefit if you have attained age fifty-five (55) and ten (10) Years of Service (“Reduced Early Retirement Date”). Your Reduced Early Retirement Benefit is your Accrued Benefit as of your Annuity Starting Date, reduced by a factor equal to:
 - a. If you have at least 20 Years of Service the reduction will be ½ of 1% for each calendar month by which your Annuity Starting Date precedes your Unreduced Early Retirement Date.
 - b. If you have less than 20 Years of Service, the reduction will be ½ of 1% for each calendar month by which your Annuity Starting Date precedes your Normal Retirement Age.

Please contact the Administrative Manger to request the appropriate administrative forms.

Example- Unreduced Early Retirement Benefit:

A Participant retires at age 60 with 24 Service Credits (10.0 before January 1, 1999, and 14.0 after January 1, 2002).

His monthly benefit would be calculated as follows:

10 years of Service Credits earned before January 1, 1999 x \$36.50=	\$365.00
14 years of Service Credits earned after January 1, 1999 x \$44.50=	\$623.00
Monthly Early Retirement Unreduced Benefit (add lines 1 & 2)=	\$988.00

Example- Reduced Early Retirement Benefit:

A Participant retires at age 55 with 24 Service Credits (10.0 before January 1, 1999, and 14.0 after January 1, 2002). He turns 60 in March of 2019.

The Participant's Annuity Starting Date is February 1, 2015. His Reduced Early Retirement Date is March 1, 2019.

His monthly benefit amount would be calculated as follows:

1. Accrued Benefit calculated:

10 years of Service Credits earned before January 1,
1999 x \$36.50= \$365.00

14 years of Service Credits earned after January 1,
2002 x \$44.50= \$623.00

Add lines a & b= \$988.00

2. Reduction of 0.5% for each month before your
Unreduced Early Retirement Date (March 1, 2019)
and your Annuity Starting Date (- February 1, 2015)
.5% x 49 months = 24.5%

3. 24.5% reduction x \$988.00 = \$242.06

4. Monthly Reduced Early Retirement Benefit
Amount:
\$988.00 - \$242.06= \$745.94

D. VESTED BENEFIT

If you vested in your Accrued Benefit, you are entitled to your benefit under the Plan upon becoming eligible for an Early or Normal Retirement Benefit after satisfying the required conditions. Your benefit will be calculated using the dollar amount as of the last day of the Plan Year in which your Break in Service occurred. Your Accrued Benefit will be calculated based on your eligibility for an Early or Normal Retirement Benefit.

Example:

A Participant retires on January 1, 2016 at age 65 with 10 years of Service Credits earned after January 1, 2002. He incurred a Break in Service January 1, 2014.

10 years of Service Credits earned after January 1, 2002 x \$44.50	= \$445.00
Monthly Vested Benefit Amount at Normal Retirement Age.	= \$445.00

VII. DISABILITY BENEFIT

A. ELIGIBILITY FOR A DISABILITY BENEFIT

You are eligible to receive a Disability Benefit if you are not a Terminated Vested Participant and you satisfy one of the following:

1. You have earned at least five (5) Years of Service and are awarded a disability benefit under the National Electrical Benefit Fund or are permanently disabled as evidence by an award from the Social Security Administration.
2. You have earned at least five (5) Years of Service and have established to the satisfaction of the Trustees that you suffer from a Terminal Illness. You do not have to obtain a determination from the National Electrical Benefit Fund or the Social Security Administration.

Please note that you are not eligible for a Disability Benefit in any these situations if you are a Terminated Vested Employee or if you are a Retiree who has returned to work in Covered Employment.

Please contact the Administrative Manger to request the appropriate administrative forms and the necessary documents to establish your date of disability.

B. AMOUNT OF YOUR DISABILITY BENEFIT

Your Disability Benefit is equal to the amount of your Accrued Benefit as of your date of disability. Your Disability Benefit will not start until your application has been received and approved by the Board of Trustees. You will receive your first payment effective on the first day of the month

following your date of disability as determined by the Trustees, provided it is not more than six (6) months prior to the date of filing your disability application. For this reason, you should apply for your Disability Benefits immediately upon your disability and not wait for your determination from the Social Security Administration or the National Electrical Benefit Fund.

C. WHAT YOU MUST DO TO CONTINUE TO RECEIVE YOUR DISABILITY BENEFIT

Once you have started receiving your Disability Benefit, you must report any earnings or income from any employment while you are receiving a Disability Benefit no later than fifteen (15) days after the month in which you earned the income. If you do not timely report such earnings, your employment will be deemed Disqualifying Employment under the terms of the Plan and your Disability Benefit will be suspended as explained below.

D. HOW YOUR DISABILITY BENEFIT MAY BE SUSPENDED

You will lose your Disability Benefit after the Trustees determine that you have engaged in compensated work that makes you no longer disabled or you engage in Disqualifying Employment under the terms of the Plan. If your earned income exceeds the SSA's earned income limitation during a calendar year, your Disability Benefit payments will be suspended for twelve (12) months beginning May 1 of the following year. In order to receive Disability Benefits again, you must conclusively prove that your earned income during that twelve (12) month period was less than the earned income limitation.

If the Trustees request and you refuse to provide documents or submit to a physical examination, the Trustees have the right to determine that you are no longer Disabled, without having to look at any other evidence. The Trustees may also terminate your Disability Benefit payments upon receipt of a medical report from their selected clinic or physician that you are no longer disabled. You have the right to appeal the Trustees' decision to terminate or suspend your Disability Benefit, as provided on p. 22.

E. TERMINATION OF DISABILITY BENEFIT

Your Disability Benefit shall terminate upon your death, the date you are no longer disabled under the terms of the Plan, or if you refuse or neglect to furnish requested information to the Trustees with respect to your post disability employment. The Trustees will deem your refusal to furnish the requested information as proof that you are no longer disabled. Your Disability Benefit will also terminate the first day of the month after you attain age 65, your Normal Retirement Age.

If your Disability Benefit is terminated, the following may apply:

1. If you die before your Annuity Starting Date and while you are a Disabled Retiree, your Spouse or Beneficiary may be entitled to a death benefit under the terms of the Plan.

2. If you attain your Normal Retirement Age, age 65, while you are a Disabled Retiree, your Disability Benefit will automatically convert to a Normal Retirement Benefit at your Annuity Starting Date. You will be notified of the payment options available under the terms of the Plan.
3. If you are eligible for an Early Retirement Benefit you may convert your Disability Benefit to an Early Retirement Benefit establishing your Annuity Starting Date. You will be notified of the payment options under the terms of the Plan.
4. If you are no longer disabled and you return to Covered Employment you may continue to earn Credits and Years of Service for hours worked in Covered Employment.

Please contact the Administrative Manager to request the appropriate administrative forms and to determine if you, your Spouse or Beneficiary are entitled to any benefits as a result of the termination of your Disability Benefits.

VIII. PAYMENT OF YOUR ACCRUED BENEFITS

Your Early or Normal Retirement Benefit will be paid on your Annuity Starting Date, which is the first day of the month after you have properly filed your benefit application, including the appropriate documents. If you are married on your Annuity Starting Date, you will be entitled to a Qualified Joint and Survivor Annuity as described below. If you are not married on your Annuity Starting Date, you will be entitled to a five year certain and life option as described below. Your benefits under the Plan must be paid no later than your Required Beginning Date.

A. FOR RETIREES WITH A SPOUSE: A QUALIFIED JOINT AND SURVIVOR ANNUITY

If you are married to your Spouse on your Annuity Starting Date, your Accrued Benefit will be paid as a Qualified Joint and Survivor Annuity which provides a lifetime monthly annuity for you, plus a lifetime annuity for your Spouse, provided your Spouse survives you. 100% of the amount of your monthly benefit will continue to your Spouse upon your death. These payments will continue to your Spouse until her death. If your Spouse predeceases you, the Qualified Joint and Survivor Annuity will not be paid to anyone even if you subsequently remarry. At the time of your retirement, you will receive your Retirement Summary and administrative forms explaining the amount of your monthly benefit and the amount your Spouse will be entitled to receive upon your death.

Payments to your Spouse will be reduced by 3% for each year your Spouse is more than ten (10) years younger than you, but in no event shall your Spouse's benefit be less than 50% of your Accrued Benefit.

Example:

As explained in the example under Normal Retirement Benefit, the Participant's Accrued Benefit upon his Normal Retirement Age is \$1090.30. If the Participant's Spouse is no more than 10 years younger, his Spouse will receive \$1090.30 upon his death, which she will continue to receive until she dies. If the Participant's Spouse predecease the Retiree, the \$1,090.30 payment will stop upon the Retiree's death, even if the Retiree subsequently remarries.

B. FOR RETIREES WITHOUT A SPOUSE: A FIVE YEAR CERTAIN AND LIFE BENEFIT

If you do not have a Spouse on your Annuity Starting Date, you will automatically receive monthly payments under the Five Year Certain and Life Benefit, unless you elect to receive a Years Certain and Life Option Benefit.

Under the Five Year Certain and Life Benefit, you will receive a minimum of sixty monthly benefit payments. If you die before receiving the sixty monthly payments, your named Beneficiary will continue to receive the remainder of your monthly benefit payments until a total of sixty monthly payments have been made to you and your Beneficiary. If you live longer than sixty months from your Annuity Starting Date, your monthly pension benefit will continue for your lifetime and nothing will be paid to your Beneficiary upon your death.

Alternatively, you may elect a longer guaranteed period than the automatic sixty months certain period by electing a Years Certain and Life Option Benefit. If you elect a longer period, your monthly benefit will be adjusted to equal the actuarial equivalent of the Five Year Certain and Life Benefit.

IX. DEATH BENEFIT

If you die before your Annuity Starting Date and are not vested in your Accrued Benefit, (you have less than five (5) Years of Service) no benefits will be paid to anyone at the time of your death. If you are vested in your Accrued Benefit (you have at least five (5) Years of Service) or a Disabled Retiree, your Spouse, if married, or Beneficiary may be entitled to the death benefit as described below. Upon your death, your Spouse or Beneficiary should contact the Administrative Manager to determine if they are entitled to any death benefits described below.

A. FOR MARRIED PARTICIPANTS

If you are married to your Spouse at the time of your death before your Annuity Starting Date, your Spouse is entitled to the greater of the Qualified Pre-Retirement Annuity or the percentage of your Accrued Benefit as described below, paid over the lifetime of your Spouse:

Column A applies if you are a vested Participant or Disabled Retiree with 10 or more Years of Service, and Column B applies if you had at least 5 but fewer than 10 Years of Service:

<u>Age of Member</u>	10 or more Years of Service <u>Column A</u>	5 to 10 Years of Service <u>Column B</u>
50 or over	100%	50%
40-49	85%	42.5%
30-39	80%	40%
20-29	75%	32.5%

Your Spouse's payments will be reduced by three percent (3%) for each year your Spouse is more than ten (10) years younger than you.

Your Spouse will receive a Qualified Pre-Retirement Survivor Annuity, if greater. If your death is after your early retirement age under the terms of the Plan, monthly annuity payments to your Spouse will be equal to those of a 100% Qualified Joint and Survivor Annuity that would have been paid if you would have retired the day before your death. If your death is before your early retirement age under the terms of the Plan, monthly annuity payments to your Spouse will be the actuarial equivalent of the 100% Qualified Joint and Survivor Annuity that would have been paid if you separated from Covered Employment the day before your death and survived to your early retirement and then retired with an immediate 100% Qualified Joint and Survivor Annuity and died the next day.

B. FOR UNMARRIED EMPLOYEES

If you are not married to a Spouse at the time of your death before your Annuity Starting Date, your Beneficiary will be paid a death benefit in the form of a lump sum payment in the following amount:

<u>Future Service Credits</u>	<u>Amount of Payment</u>
Less than 5	\$0
5	\$500.00
6	\$600.00
7	\$700.00
8	\$800.00
9	\$900.00
10 or more	\$1,000.00

C. DEATH WHILE PERFORMING MILITARY SERVICE

If you die while performing qualified military service, your survivors may be entitled to benefits under the Plan. Please contact the Administrative Manager in this instance.

D. DESIGNATION OF YOUR BENEFICIARY

You can designate a Beneficiary to receive any benefits payable under the Plan due to your death. Any designation must be made on the appropriate form approved by the Trustees and filed with the Fund office.

If you fail to properly designate a Beneficiary, or if your Beneficiary dies before you, your death benefit, if any, will be paid in the following order:

1. Spouse
2. Children;
3. Parents;
4. Brothers and sisters, nephews and nieces; or
5. Your estate.

X. SUSPENSION OF BENEFITS AND ADDITIONAL ACCRUALS AFTER YOUR ANNUITY STARTING DATE

Payments of your monthly benefits will generally be suspended if you work or are paid for at least forty (40) hours in Disqualifying Employment, unless for good cause, the Trustees waive the suspension period. Please contact the Administrative Manager if you have a question concerning your work in Disqualifying Employment or if the suspension rules apply to you.

A. DISQUALIFYING EMPLOYMENT

Your monthly benefit will be suspended for any month in which you work or are paid for at least 40 hours in Disqualifying Employment. Disqualifying Employment is any employment or self-employment in an industry covered by the Plan anywhere within the geographic jurisdiction of the Union or any local union or district council of the International Brotherhood of Electrical Workers which has entered into a reciprocity agreement with the Fund and in any occupation in which you worked under the Plan at any time or when your pension payments began. However, work for which contributions are required under the terms of the Plan will not be considered Disqualifying Employment. If you return to employment, you should contact the Fund office to find out if such work constitutes Disqualifying Employment.

B. SUSPENSION OF BENEFITS

If you were paid benefits for a month in which your benefits should have been suspended under the terms of the Plan and you were not entitled to receive your monthly payment, the Trustees will recover any such overpayment through deductions from your future pension payments as explained below. There will be no suspension of benefits under the Plan that are due on and after the date you attain age 70½.

C. NOTIFICATION

1. The Trustees will notify you of the rules governing suspension of benefits upon your attainment of age 65 or if you are a Disabled Retiree. If your benefits have been suspended and later resumed, the Trustees will provide you a new notification.
2. You must notify the Plan in writing within 30 days after starting any work of a type that is or may be Disqualifying Employment, regardless of the number of hours you are working. If you failed to timely notify the Plan, the Trustees will presume that you have worked in Disqualifying Employment unless you prove otherwise. If you have worked in Disqualifying Employment for a contractor at a building, construction or other work site and failed to timely notify the Plan of your employment, the Trustees will presume that you engaged in that work for as long as the contractor has been and remains actively engaged at the site. You may overcome these presumptions by establishing to the satisfaction of the Trustees that your work was not in Disqualifying Employment.
3. The Trustees may withhold benefits payments until you notify the Plan when your Disqualifying Employment has ended.

D. REVIEW

You may appeal the suspension of your benefits by following the appeal procedures under the terms of the Plan. The same right of review applies to a determination that contemplated employment is disqualifying.

E. WAIVER OF AND EXCEPTIONS TO SUSPENSION

You may request a waiver of the suspension of your benefits. The Trustees may grant you a waiver upon good cause shown, considering your previous record of benefits suspensions, noncompliance with reporting requirements or needs of the industry.

F. RESUMPTION OF BENEFIT PAYMENTS

Your pension benefits will resume no later than the third month after the last calendar month for which your benefits were suspended, provided you properly notified the Trustees that you have ended Disqualifying Employment. Your monthly payment will be the same monthly amount you received before your pension benefit was suspended.

G. OFFSET OF YOUR BENEFITS DUE TO OVERPAYMENT

In the event you received payment of your benefit to which you are not entitled under the suspension rules, the Trustees may deduct the amount of the overpayment from your future monthly payments until the Plan is fully recovered. If you attained Normal Retirement Age, the offset will be limited to 100% of your first resumed payment and 25% for each future payment until the overpayment is fully recovered. There is no monthly limitation on overpayments made

prior to your Normal Retirement Age. The Trustees also have the right to recover an overpayment through any means permitted under applicable law.

H. PAYMENT OF ADDITIONAL ACCRUALS AFTER YOUR ANNUITY STARTING DATE

If you accrue additional Service Credits after your Annuity Starting Date, your Accrued Benefit based on your additional Service Credits shall be computed based on a monthly accrual rate that is applicable to the additional Credits earned since your most recent Annuity Starting Date. In the event your additional Accrued Benefit is paid as a Reduced Early Retirement Benefit, the actuarial reduction factors will continue to apply to any additional Service Credits and accruals.

Your additional Accrued Benefit paid on your Annuity Starting Date shall be determined at the end of the Plan Year and will be payable as of January 1st following the end of the Plan Year in which the additional Service Credit was accrued and will be paid in the form in effect as of the Annuity Starting Date most recently preceding the date the additional accruals became payable. If your additional Accrued Benefit is paid on your Annuity Starting Date before your Normal Retirement Age, you must consent to the applicable form of payment before your additional Accrued Benefit is paid.

XI. HOW TO APPLY FOR BENEFITS

A. APPLICATION FOR BENEFITS

You, your Spouse or Beneficiary upon your death, may request an application from the Administrative Manager requesting the payment of your Accrued Benefit. Your application, including any required documents, must be properly completed in order to receive your benefit. The Trustees will review your application for benefits in accordance with the terms of the Plan. Within a reasonable period of time after receipt of your application, but no later than ninety (90) days from receipt of your application, or 45 days if you are requesting a Disability Benefit for suffering a Terminal Illness, the Trustees will advise you of their determination of your benefit application. If the Trustees determine that additional time (no more than an additional 90 days or two additional 30 day periods if the claim is for a Disability due to Terminal Illness) is needed to process your benefit application due to special circumstances, the Trustees will send you written notice of the extension and the circumstances requiring the extension and the date the Trustees expects to render the determination of your benefits.

If the Trustees deny your application for benefits, the notice must contain the following information:

- a. The specific reasons the Trustees denied your application.
- b. Reference to the specific provisions of the Plan on which the determination is based.

- c. A description of any additional material, documents or information necessary for you to appeal your denial and why the additional information is necessary.
- d. Appropriate information explaining the steps you need to take if you want to submit your claim for review or appeal.
- e. A copy of the Plan's review procedures and a statement of the claimant's right to bring a civil action under Section 502(a) under ERISA if benefits are denied after review.
- f. If your Disability claim due to Terminal Illness is denied, specific reference to the rule guideline protocol or other similar criterion that was relied on in making the denial.

B. DENIAL PROCEDURE

1. Filing a Claim for Review for a Denied Application. If you filed your application and it was denied by the Trustees, you may file your written claim for review or appeal with the Trustees as follows:

- a. YOU MUST FILE YOUR WRITTEN CLAIM FOR REVIEW NO LATER THAN SIXTY (60) DAYS, OR NO LATER THAN ONE HUNDRED AND EIGHTY (180) DAYS FOR A DISABILITY DUE TO TERMINAL ILLNESS, AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR BENEFIT APPLICATION.
- b. You may submit written comments, documents, records, and other information relating to your claim for benefits.
- c. You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- d. Your claim for review will be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- e. If your claim for review is for a Disability due to Terminal Illness, a fiduciary who did not made the initial denial will review the claim for review, without deference to the initial denial, relying on consultation from an appropriate health care professional.

2. Claim Review Procedures. The Trustees will provide you with written notification of the benefit determination on review. The Trustees will review your request no later than the next scheduled meeting of the Board of Trustees following receipt of your request to review the

claim, unless such request is filed with the Fund office within thirty (30) days before the date of the Trustees' meeting. In such case, the decision will be rendered no later than the date of the second meeting following receipt of the request to review. If special circumstances and extension of time for processing your claim is necessary, the Trustees will notify you and advise you of the reasons for the extension and the date the Trustees expect a decision to be rendered. The extension will not be later than the third quarterly meeting of the Trustees from the receipt of the request to review. You will be advised of the Trustees' decision of your reviewed claim no later than five (5) days after the determination is made by the Trustees.

If the Trustees deny your appeal and claim for review, they will notify you in writing. The notification will set forth:

- a. The specific reasons for the adverse determination.
- b. Reference to the specific Plan provision on which the benefit determination is based.
- c. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim of benefits and a statement of your rights to bring an action under Section 502(a) under ERISA.
- d. If your Disability claim is due to Terminal Illness for review is denied, specific reference to the rule guideline protocol or other similar criterion or medical necessity or experimental treatment that was relied on in making the denial.

If you, your Spouse or Beneficiary have a claim for benefits which is denied upon review by the Trustees, in whole or in part, you may file suit in a court of competent jurisdiction, after you have fully complied with and timely exhausted all requirements, claim filing and claim review procedures under the Plan. Any suit brought to contest or set aside a decision of the Trustees must be brought no later than one (1) year from the date of the final written notification by the Trustees.

XII. EXCLUSIVE AUTHORITY

The Trustees have full and exclusive authority in their sole discretion to interpret the terms of the Plan and to determine all matters arising under the Plan, including but not limited to questions of eligibility, retirement, methods of providing or arranging for benefits, the amount and distribution of benefits and the interpretation and construction of the terms of the Plan and Trust and other related matters. The Trustees also have full power to construe and interpret the provisions of the Agreement and Declaration of Trust for this Plan. Any such determination and any such construction adopted by the Trustees in good faith shall be binding on all Participants and Beneficiaries.

XIII. RECIPROCAL TRANSFERS OF CONTRIBUTIONS

If you work and earn contributions in another jurisdiction, you will receive Service based on the number of hours for which pension contributions are made and transferred to this Plan in accordance with the applicable Reciprocal Agreement. Hours worked and contributions transferred to this Plan will be subject to the following provisions:

You will be credited for hours toward eligibility and Vesting Service under the terms of the Plan based on hours which pension contributions are received by the Plan.

Example: If you work 900 hours in a jurisdiction covered under the Reciprocal Agreement, you will receive hours for eligibility purposes (400 hours) and Vesting Service based on 800 hours, which means you receive one (1) Year of Vesting Service based on the terms of Plan.

You will receive Credits under the terms of the Plan in a Plan Year based on hours equal to the amount of contributions transferred to the Plan divided by the contribution rate of the Plan in effect for the year.

Example: If you worked 900 hours in a jurisdiction covered under a Reciprocal Agreement and assuming that the local's pension contribution rate is \$ 2.10 per hour, \$1,890.00 will be transferred to the Plan. If the Plan's current contribution rate is \$4.25 per hour, you will receive hours for Credit Service equal to \$1,890.00 divided by \$4.25/hour which equals 444.70 hours for Service Credit. Based on the current schedule under the Plan, receiving one-fourth (1/4) Service Credit.

Please contact the Administrative Manager or the Fund office for more information about transferring contributions from another jurisdiction to this Fund under applicable Reciprocal Agreements.

XIV. MISCELLANEOUS PROVISIONS

A. SMALL BENEFIT PAYMENTS

If the present value of any benefit payment from the Plan is less than \$5,000, as determined by the Plan's actuary, then upon the consent of the Participant, Retiree, Disabled Retiree, Spouse or Beneficiary, the entire benefit payment shall be paid in a lump sum distribution.

B. ASSIGNMENT OF BENEFITS AND QDROS

Your benefits are intended for your personal financial security. Except for certain limited circumstances, your benefits cannot be alienated, assigned, pledged, sold, used as collateral for a loan, given away, transferred or encumbered, and they are exempt from execution, attachment, garnishment and bankruptcy. They are not subject to the claims of your creditors.

The Plan will honor a Qualified Domestic Relations Order ("QDRO") in accordance with its QDRO practices and procedures adopted by the Trustees. A QDRO is a domestic relations order that assigns to an alternate payee, such as your former Spouse or dependent child, the right to

receive all or a portion of your pension benefit. There are certain requirements under the Internal Revenue Code that must be satisfied in order for a domestic relations order to qualify as a QDRO. If a domestic relations order is received by the Plan, the Administrative Manager will promptly notify the Participant and each alternate payee covered by the order of its receipt and of the procedures for determining the qualified status of the order. Within a reasonable period of time after receipt, the Administrative Manager will determine whether it is a QDRO and will notify the Participant and each alternate payee of its determination. You may obtain, without charge, a copy of the Plan's QDRO procedures upon written request to the Administrative Manager.

The Plan also reserves the right to offset your pension benefit for any amount that you are ordered or required to pay the Plan to satisfy your liability for the violation or alleged violation of the fiduciary requirements under ERISA, or for certain crimes related to the Plan for which you are convicted, as set forth in a judgment, order or decree, or in a settlement agreement with the Labor Department or the Pension Benefit Guaranty Corporation.

Please contact the Administrative Manager if you have any questions concerning the general application of the QDRO procedures or the rules pertaining the anti-alienation provisions applicable to the payment of your benefit.

C. Absence from Covered Employment Due to Qualified Military Service

Contributions, benefits and service credit with respect to qualified military service will be provided in accordance with federal law or as otherwise adopted by the Trustees in their guidelines, policies or procedures, as they deem necessary or appropriate to ensure the proper compliance with federal law and regulatory guidance.

D. Maximum Benefit Payments.

In no event may your annual benefit paid from the Plan exceed the limitations imposed under Section 415 of the Internal Revenue Code. The Administrative Manager will advise you if your annual pension benefit payments exceed these limitations.

XV. DIRECT ROLLOVER OF BENEFIT

Generally, benefit payments from this Plan are taxable income at the time of distribution. The amount withheld for federal income tax purposes depends on the form of payment you receive. The voluntary withholding rules apply to your monthly annuity payments and are subject to the withholding rules as wages. The amount withheld under these rules depends on your filing status and the number of exemptions you claim. You may elect not to have taxes withheld by completing the necessary withholding forms which may be obtained from the Fund office. If you choose not to have taxes withheld from your monthly annuity payments, you will still be responsible for the federal withholding requirements and paying the appropriate amount of taxes when you file your federal tax return.

If you receive a lump sum distribution from the Plan as a small benefit payment, you may be eligible to rollover your lump sum payment either directly to an Individual Retirement Account ("IRA") or another qualified plan or you may rollover your lump sum payment within sixty (60)

days of receiving your distribution from the Plan. If you do not directly rollover your lump sum distribution to an IRA or other qualified plan, your payment will be subject to the mandatory 20% withhold requirements. You cannot rollover your monthly annuity payments.

Before you (or your Spouse, Beneficiary, or alternate payee) receive a lump sum payment from the Plan, you will receive a Special Tax Notice that contains important information you will need before you decide how to receive your benefit payment from the Plan. The notice explains in greater detail the general tax consequences of receiving a lump sum distribution, how the form of payment you elect affects those tax consequences, and how you could delay paying income tax (and even avoid certain other tax consequences) through a direct rollover. When you receive this Special Tax Notice, you should review it carefully and discuss it with your tax advisor, who can help you make the best choice based on your personal situation. You may also contact the Administrative Manger if you have question about whether your distribution is eligible for a direct transfer or rollover and the income tax withholding requirements on your benefit payment from the Plan.

XVI. PLAN AMENDMENT AND/OR TERMINATION

The Plan may be amended at any time by the Board of Trustees. An amendment may change any of the terms of the Plan but may not decrease the Accrued Benefit of any Participant, except in limited circumstances under the Internal Revenue Code or applicable law.

The Trustees have the right to merge or terminate the Plan in whole or in part at any time. The rights of all affected Participants to benefits accrued to the date of the merger, termination, partial termination or discontinuance, to the extent funded as of that date, shall be non-forfeitable.

If the Plan is merged or terminated, you will be notified as soon as possible. You will be told the amount of your benefit and informed of any election that you may have to make. In the event the Plan is terminated, the termination procedures and payment of benefits will be handled in a manner that complies with the Employee Retirement Income Security Act of 1974 and applicable law. The amount of your vested Accrued Benefit that is payable will depend on the amount of Plan assets, the terms of the Plan and the amount of benefits guaranteed by the Pension Benefit Guaranty Corporation (“PBGC”). In no event shall Plan assets revert to any Employer or the Union upon termination of the Plan.

XVII. PENSION BENEFIT GUARANTY CORPORATION (PBGC)

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC’s guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11.00 of the monthly benefit accrual rate and (2) 75% of the next \$33.00. The PBGC's maximum guarantee, therefore, is \$35.75 per month times a Participant's years of credited service. The guaranteed amount for a \$44.50 monthly accrual rate is equal to the sum of \$11 plus \$24.75 (.75 x \$33.00), or \$35.75.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) The date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask the Fund Administrative Manager or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

XVIII. STATEMENT OF RIGHTS UNDER EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

This statement of your rights under ERISA is required by federal law and regulation. As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to the following rights:

1. Examine, without charge, at the Fund office, all documents governing the Plan, including the Plan, collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. Obtain, upon written request to the Administrative Manager, copies of documents governing the operation of the Plan, including collective bargaining agreements and copies of the latest annual report (Form 5500 series), and updated summary plan description. The Administrative Manager may charge a reasonable fee for the copies.

3. Receive a summary of the Plan's annual financial report. The Administrative Manager is required by law to furnish each Participant with a copy of this summary annual report.

4. Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and if so, what your benefit would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to receive a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries:

In addition to creating rights for Plan Participants, ERISA imposes duties upon people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your Employer, your Union, or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights:

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, to appeal any denial, and to have the Plan review and reconsider your claim, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Trustees to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Trustees.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in federal court. In addition, if you disagree with the Plan's decision, or lack thereof, concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that the Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay the costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

However, in all cases, you must first exhaust your administrative remedies and file any such suit in the proper court as described in Claims and Review Procedures.

Assistance with Your Questions:

If you have any questions about your Plan, you should contact the Administrative Manager. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Trustees, you should contact the nearest office of the Employee Benefits Security Administration (“EBSA”), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

You can telephone the EBSA’s toll-free Employee & Employer Hotline at 1-866-444-EBSA (3272), or write to the EBSA’s Office of Participant Assistance at the Office of Participant Assistance, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210.

THIS SPD HAS PRESENTED A SIMPLE DESCRIPTION OF THIS PLAN. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS SPD AND THE ACTUAL PROVISIONS OF THE PLAN, THE ACTUAL PROVISIONS OF THE PLAN WILL GOVERN.

THIS SPD IS ONLY A BRIEF AND VERY GENERAL STATEMENT OF THE MOST IMPORTANT PROVISIONS OF THE PLAN. THIS GENERAL STATEMENT DOES NOT ADEQUATELY REFLECT ALL OF THE DETAILS OF THE PLAN. NOTHING IN THIS STATEMENT IS INTENDED TO INTERPRET, EXTEND OR CHANGE IN ANY WAY THE PROVISIONS OF THE PLAN ITSELF. THEREFORE, YOUR RIGHTS CAN ONLY BE DETERMINED BY CONSULTING THE PLAN. YOU MAY INSPECT A COPY OF THE PLAN AT THE OFFICE OF THE ADMINISTRATIVE MANAGER DURING BUSINESS HOURS.