The Eighth District Electrical Pension Fund

Active Summary Plan Description

2012 Edition

The Eighth District Electrical Pension Fund

To All Plan Participants:

We are pleased to present you with this updated description of the Eighth District Electrical Pension Fund. Because your Pension Plan (Plan) can play a significant role in your future retirement income, we believe it's important that you and your family understand the benefits provided under this Plan. For this reason, every effort has been made to explain this Plan in a clear, straightforward manner.

This booklet is intended as an interpretation and summary of the Plan documents and is not intended to be a substitute for the complete Rules and Regulations contained in the Plan documents. If the provisions of this booklet conflict with the provisions of the Plan documents, the Plan documents will govern. Copies of the Plan documents are available upon request through the Fund Office.

Please take some time to review this booklet explaining your benefits under the Pension Plan. Understanding your benefits under the Plan is an important part of preparing for retirement, at any age.

If you have questions about the Plan or if you would like a copy of the Pension Plan legal document, please contact the Fund Office.

Sincerely,

Board of Trustees

Important to Remember

- Tell your family, particularly your spouse, about this booklet and where you keep it filed.

- Notify the Fund Office promptly if you change your address. If the Board of Trustees is unable to reach you at your last address on record, all benefit payments may be withheld.

- Only the full Board of Trustees is authorized to interpret the Plan described in this booklet. No employer or union representative is authorized to interpret this Plan nor can any such person act as agent of the Trustees. Any information regarding this Plan will be communicated to you in writing signed on behalf of the full Board of Trustees either by the Trustees or, if authorized by the Trustees, signed by the Fund Administrator.

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Participation

To receive a Plan benefit, you must first become a participant in the Plan. Generally, you become a Plan participant on the earliest of the April 1 or October 1 after completion of a 12 consecutive month period following your date of hire with a participating employer during which you work at least 500 hours in covered employment.

Your participation begins automatically and no enrollment is necessary.

> *Participation Example 1:* Jack started work in covered employment on January 1, 2010 and his employer began making Plan contributions immediately on his behalf. Twelve months later on January 1, 2011, Jack completed over 500 hours of service in covered employment. As a result, he automatically becomes a Plan participant on April 1, 2011.

If you work 12 consecutive months from your hire date and you do not work 500 hours in covered employment (and/or contiguous non-covered employment — see page 8 for details), you can still become a Plan participant. All you need to do is work 500 hours during any Plan year (April 1 - March 31), starting with the first Plan year in which you were hired.

> *Participation Example 2:* Mark started work in covered employment on July 1, 2010 and his employer started making Plan contributions immediately on his behalf. Twelve months later on July 1, 2011, Mark completed only 400 hours of service in covered employment. As a result, his hours of service in covered employment will be calculated again for the Plan year beginning April 1, 2011. If Mark worked over 500 hours in covered employment between April 1, 2011 and March 31, 2012, he becomes a Plan participant on April 1, 2012.

When Participation Ends

Generally, your participation ends if you:

- Do not work 500 hours in covered employment during any one Plan year; and
- Are not eligible to receive a Plan benefit.

This is called a "one-year break in service" and is described in more detail on page 13. Once you become eligible to receive a Plan benefit, you will always be a Plan participant.

How Participation Can Be Reinstated

If you lose your participant status, you can become a participant again by meeting the requirements for initial participation described above based on hours of service during any Plan year after your last one-year break in service.

How Your Service Counts

Your service counts in several important ways. First, it is used to qualify you as a Plan participant. In addition, it determines whether or not you're eligible for benefits and how much your benefit will be. Finally, the amount of service you earn can award you a non-forfeitable right to a pension from the Plan.

You earn a pension benefit by earning years of credited service and benefit units. The amount of credited service you earn determines your eligibility for certain types of pensions. The amount of benefit units you earn determines the amount of your pension benefit. This section explains how you accumulate credited service and benefit units during different time periods.

Credited Service

The amount of credited service you accumulate determines your eligibility for a:

- Regular pension;
- Service pension;
- Early retirement pension;
- Deferred pension; and
- Disability pension.

Each of these types of pensions are summarized on pages 16 to 22 .

Hours in Covered Employment from April 1, 1976 to Present
Effective April 1, 1976, you accumulate credited service according to the following chart. As the chart indicates, you receive a portion or full year of credited service based on the number of hours you work in covered employment in a Plan year (between April 1 and March 31.) **Use this chart to determine the amount of credited service you have accumulated since April 1, 1976.**

Hours Worked in Covered Employment in Plan Year	Years of Credited Service
Less than 500	None
500 - 599	5/10
600 - 699	6/10
700 - 799	7/10
800 - 899	8/10
900 - 999	9/10
1,000 or more	1

Hours in Covered Employment before April 1, 1976
For hours of service in covered employment before April 1, 1976, you accumulate credited service according to the following chart. Again, the amount of credited service you receive is based on the number of hours you work in covered employment in a Plan year (between April 1 and March 31).

Hours Worked in Covered Employment in Plan Year	Years of Credited Service
Less than 400	None
400 - 799	1/4
800 - 999	1/2
1,000 or more	1

Hours before Employer First Contributed to Plan ("Past Service")
Your hours of work before your employer was required to contribute to the Plan on your behalf may count as credited service. Your employment before the contribution date must qualify as covered employment under the collective bargaining agreement. This is called "credited past service." The following explains how you earn credited past service based on when your employer first contributed to the Plan (contribution date).

Contribution date before April 1, 1987. If your employer first contributed to the Plan on your behalf before April 1, 1987 and you worked at least 800 hours in covered employment during the 24 consecutive months after your employer first contributed to the Plan, credited past service is granted to you as follows:

Hours Worked in Year Before Employer First Contributed	Years of Credited Past Service
Less than 400	None
400 - 799	¼
800 - 1,199	½
1,200 - 1,599	¾
1,600 or more	1

Contribution date between April 1, 1987 and April 1, 1992. For each year you work 1,000 hours in covered employment, you will be granted one year of credited past service if:

- Your employer was first obligated to contribute to the Plan on your behalf between April 1, 1987 and April 1, 1992;
- You worked 1,000 hours in a year (with any eligible employer) that would be considered covered employment under current Plan provisions before your current employer was first obligated to contribute to the Plan on your behalf; and
- You earned a year of credited service after your contribution date for each year of past service you worked in accordance with the preceding sentence.

No fractional years of credited past service will be granted for this work.

Contribution date between April 1, 1992 and April 1, 1998. For each year you work 1,000 hours in covered employment, you will be granted one year of credited past service (up to a maximum of five years) if:

- Your employer was first obligated to contribute to the Plan on your behalf on or after April 1, 1992 and before April 1, 1998;
- You worked 1,000 hours in a year with your current employer that would be considered covered employment under current Plan provisions before your current employer was first obligated to contribute to the Plan on your behalf; and
- You earned a year of credited service after your contribution date for each year of past service you worked in accordance with the preceding sentence with an employer who became subject to collective bargaining within 2 years since you last worked for that employer.

No fractional years of credited past service will be granted for this work.

Contribution date on or after April 1, 1998. If your employer was first obligated to contribute to the Plan on your behalf on or after April 1, 1998, you are not entitled to past credited service for work with that employer before the contribution date.

Hours in Contiguous Non-Covered Employment

You will also receive credited past service according to the above provisions for the same periods if you worked in covered employment either before or after you worked with the same employer in non-covered employment. This is called "contiguous non-covered employment."

Non-Working Periods on or after Employer Begins Contributions

If you are absent from work due to a qualified disability, you will receive hours of credited service as if you were in covered employment. Credited service will be credited to you during the period for which workers' compensation benefits were paid by an employer for up to a maximum of 26 weeks.

Beginning on or after December 12, 1994, if you are absent from work because you are serving in the U.S. military in the time of war, national emergency, or other qualified event, you will receive hours of credited service according to the applicable federal law, based on the number of hours worked during the twelve month period preceding military service, up to a maximum of 1,000 hours.

Benefit Units

The amount of benefit units you accumulate as a Plan participant helps determine:

- Amount of your pension benefit; and
- Your eligibility for a deferred pension (under certain circumstances).

Earning Benefit Units
Like earning credited service, you receive benefit units based on your hours of service in covered employment during a Plan year for which contributions are required to be made to the Plan on your behalf. You may also qualify to receive benefit units for your hours of work before your employer was first required to contribute to the Plan on your behalf according to your years of credited past service.

Hours in Covered Employment from April 1, 1976 to Present
Effective April 1, 1976, you accumulate benefit units according to the following chart. As the chart indicates, you receive a portion or full benefit unit based on the number of hours you work in covered employment in a Plan year (between April 1 and March 31). **Use this chart to determine the amount of a benefit unit you have accumulated since April 1, 1976.**

Hours of Service in Covered Employment in a Plan Year	Benefit Unit
Less than 500	None
500 – 599	5/16
600 - 699	6/16
700 - 799	7/16
800 - 899	8/16
900 - 999	9/16
1,000 - 1,099	10/16
1,100 - 1,199	11/16
1,200 - 1,299	12/16
1,300 - 1,399	13/16
1,400 - 1,499	14/16
1,500 - 1,599	15/16
1,600 or more	1

Benefit Unit Example 1: Steve worked over 1,600 hours in covered employment for 14 Plan years, from April 1, 1997 through March 31, 2011. As a result, he would receive 14 benefit units for his work — one benefit unit for each Plan year he worked over 1,600 hours in covered employment since April 1, 1997.

Hours in Covered Employment before April 1, 1976
For hours of service in covered employment before April 1, 1976, you accumulate a portion of full benefit unit according to the following chart. Again, the amount of a benefit unit you receive is based on the number of hours you work in covered employment in a Plan year (between April 1 and March 31).

Hours of Service in Covered Employment during Plan Year	Benefit Unit
Less than 400	None
400 - 799	1/4
800 - 1,199	1/2
1,200 - 1,599	3/4
1,600 or more	1

Benefit Unit Example 2: Mike worked 1,300 hours in covered employment for each plan year between April 1, 1970 and March 31, 1976. As a result, he was credited with 4.5 benefit units for his work (three-quarters of one unit for each Plan year).

Hours before Employer First Contributed to Plan ("Past Service")
For hours worked before your employer was first obligated to contribute to the Plan on your behalf, you accumulate benefit units in the same manner you accumulate credited past service. Your employment before the contribution date must qualify as covered employment under the collective bargaining agreement. The following explains how you earn benefit units for credited past service for different time periods.

Contribution date on or after April 1, 2008. If your employer was first obligated to contribute to the Plan on your behalf on or after April 1, 2008, for each year you work 1,000 hours in covered employment, you will be granted one benefit unit (up to a maximum of five) if:

- Your employer first contributed to the Plan on your behalf after April 1, 2008;
- You worked 1,000 hours in a year (with any employer) that would be considered covered employment under current Plan provisions before your current employer was first obligated to contribute to the Plan on your behalf; and
- You earned a year of credited service after your contribution date for each year of past service you worked in accordance with the preceding sentence.

No fractions of a benefit unit will be granted for this work.

Contribution date on or after April 1, 1998 and prior to April 1, 2008. If your employer was first obligated to contribute to the Plan on your behalf on or after April 1, 1998 and prior to April 1, 2008, you are not entitled to benefit units for work with that employer before the contribution date.

Contribution date between April 1, 1992 and April 1, 1998. For each year you work 1,000 hours in covered employment, you will be granted one benefit unit (up to a maximum of five) if:

- Your employer first contributed to the Plan on your behalf on or after April 1, 1992 and before April 1, 1998;
- You worked 1,000 hours in a year with your current employer before your current employer first contributed to the Plan on your behalf that would be considered covered employment under current Plan provisions; and
- You earned a year of credited service after your contribution date for each year of past service you worked in accordance with the preceding sentence with an employer who became subject to collective bargaining within 2 years since you last worked for that employer.

No fractions of a benefit unit will be granted for this work.

Contribution date between April 1, 1987 and April 1, 1992. For each year you work 1,000 hours in covered employment, you will be granted one benefit unit if:

- Your employer first contributed to the Plan on your behalf between April 1, 1987 and April 1, 1992;
- You worked 1,000 hours in a year (with any employer) that would be considered covered employment under current Plan provisions before your current employer was first obligated to contribute to the Plan on your behalf; and
- You earned a year of credited service after your contribution date for each year of past service you worked in accordance with the preceding sentence.

No fractions of a benefit unit will be granted for this work.

> *Benefit Unit Example 3:* Tony's employer first contributed to the Plan on his behalf on April 1, 1987 and Tony worked 1,000 hours in covered employment during the plan year April 1, 1987 to March 31, 1988. Tony also had 1,000 hours of service with his employer from April 1, 1986 through March 31, 1987. As this work would be considered covered employment under current Plan provisions and Tony has worked 1,000 hours in covered employment since then, Tony would be credited with one benefit unit for his previous work.

Contribution date before April 1, 1987. If your employer first contributed to the Plan on your behalf before April 1, 1987 and you worked at least 800 hours in covered employment during the 24 consecutive months after your employer first contributed to the Plan, a portion of full benefit unit will be granted to you as follows:

Hours Worked in Year Before Employer First Contributed	Benefit Unit
Less than 400	None
400 - 799	1/4
800 - 1,199	1/2
1,200 - 1,599	3/4
1,600 or more	1

Benefit Unit Example 4: Pete's employer first contributed to the Plan on his behalf on April 1, 1980 and Pete worked over 800 hours in covered employment between April 1, 1980 and March 31, 1982. However, Pete had 850 hours of service with his employer from April 1, 1979 through March 31, 1980. Pete would be credited with 1/2 of a benefit unit for his previous work.

Your Non-Forfeitable Right to a Pension

You will always have a non-forfeitable right to a pension from the Plan, once you have accumulated:

- 5 or more years of credited service (without a permanent break in service), including at least one hour in covered employment on or after April 1, 1997; OR
- 10 or more years of credited service (without a permanent break in service) on or after April 1, 1976; OR
- 10 or more benefit units (without a permanent break in service) and 1/2 of a benefit unit before April 1, 1976.

After you meet one of these three criteria, you will be guaranteed a Plan benefit at retirement.

Breaks in Service

The purpose of the Pension Plan is to provide retirement benefits to participants who have worked in covered employment more or less continuously for the required periods of time. If you are absent from covered employment for a long period of time, you may have a permanent break in service.

This section discusses the rules for breaks in service and how they affect your Plan participation and eligibility for benefits. The break in service rules vary depending on how long the break is and when the break occurs, as outlined below.

One-Year Break in Service

April 1, 1976 to present, Effective April 1, 1976, you will incur a one-year break in service if you work less than 500 hours in covered employment during a Plan year. A one year break in service is temporary and may be repaired by returning to work in covered employment and completing 500 or more hours of work in a Plan year before you incur a permanent break in service.

Permanent Break in Service

A permanent break in service means you lose your participant status as well as the benefit units and years of credited service you earned up to the permanent break in service date. However, once you earn a non-forfeitable right to your benefit as described on page 12 , you are considered vested and cannot incur a permanent break in service.

Effective April 1, 1985, you will incur a permanent break in service when your consecutive one-year breaks are equal to the greater of:

- Five, or
- Your full years of credited service (up to 10).

From April 1, 1976 - March 31, 1985, you incur a permanent break in service during this period if your consecutive one-year breaks in service equal the number of full years of credited service you have accumulated in covered employment before your permanent break in service.

Before April 1, 1976, you incur a permanent break in service if you worked less than a total of 800 hours in covered employment during a two consecutive Plan year period.

Permanent Break Example: Bob worked hours in covered employment and earned years of credited service as follows:

Plan Year	Worked 500 hours or more	Earned One Year of Credited Service
1986	Yes	Yes
1987	Yes	Yes
1988	Yes	Yes
1989	Yes	Yes
1990	Yes	Yes
1991	Yes	Yes
1992	No	No
1993	No	No
1994	No	No
1995	No	No
1996	No	No
1997	No	No

As the chart shows, Bob earned six years of credited service before he left covered employment in 1991. Even though he returned to work in covered employment in 1997, he did not work at least 500 hours in the 1997 Plan year (April 1, 1996 - March 31, 1997). Consequently, he incurred a permanent break in service and he lost his participant status as well as the six years of credited service he earned before 1992. If Bob had earned at least 500 hours in the 1997 Plan year and then earned at least one hour in covered employment on or after April 1, 1997, for the 1998 Plan year he would have reinstated all six years of service and earned a non-forfeitable right to a pension from the Plan.

Grace Periods

There are non-work periods called "grace periods" that are not counted in determining if a permanent break in service has occurred. When you decide to leave covered employment for these periods, it may be necessary for you to submit a notice in writing to the Fund Office.

Maternity or Paternity Leave
Effective April 1, 1985, a grace period is available for an employee who is absent from work due to a maternity or paternity leave. During that period of absence, you are treated

as having completed the number of hours that normally would have been credited but for the absence. However, the hours of service counted to avoid the one-year break in service cannot exceed 501 hours in a Plan year. Also, these hours only apply to prevent a break in service — they do not increase your credited service or benefit unit amounts.

Leave of Absence under Family Medical Leave Act
To the extent required by federal law, any leave of absence granted by your employer (up to 12 weeks) under the Family and Medical Leave Act will not be counted as a break in service for purposes of participation or credited service.

Disability Leave
Before April 1, 1976, if you do not work 800 hours in covered employment during a two (2) consecutive plan year period because you are disabled, the Plan allows you a two-year grace period. Therefore, you will not incur a permanent break in service for the 24-month period in which you didn't work 800 hours in covered employment. Within one year of your disability's onset, you must submit written evidence of your disability.

Military Service
Before 1976, grace period is available for military service during a time of war or national emergency. To be entitled to a grace period, you must make yourself available for work within the required time period after release from active service or after recovery from a disability incurred during military service. Also, you must submit proof of your military service to the Trustees.

Leave for Supervisory Duty
Before April 1, 1976, a grace period is available if your employer places you in a supervisory capacity. You must submit written evidence of your supervisory capacity to the Trustees.

Extension
If you have five or more years of credited service on March 31, 1985, you may be eligible for an extension of one year to earn 500 hours of service in covered employment if your permanent break in service was due to your inability after good faith efforts to be employed in covered employment and you returned to covered employment prior to incurring a permanent break in service. Contact the plan administrator for additional information.

Types of Pensions and Pension Amounts

The following sections describe the eligibility requirement for different types of Pension Plan benefits available as well as how to calculate the amount of each type of pension. The types of pensions available under the Plan are:

- Regular Pension
- Service Pension
- Early Retirement Pension
- Deferred Pension
- Disability Pension

Please note that the amount of all pension benefits will be rounded up to the nearest $.50.

Regular Pension Eligibility

You are eligible to retire with a regular pension on your normal retirement age under the Plan, which is the later of:

- age 65, or
- the earlier of your:
  - fifth anniversary of Plan participation (disregarding service before April 1, 1988); or
  - tenth anniversary of Plan participation (starting on the date your employer first contributed to the Plan on your behalf).

Remember, all Plan participation before a permanent break in service is forfeited. Therefore, it will not be considered when determining your eligibility for a regular pension.

> *Eligibility Example:* Paul is age 65 and has been a Plan participant for 22 years without a permanent break in service. As a result, he is eligible to receive a regular pension.
>
> On the other hand, Frank is age 67 and has only been a Plan participant for the past two years. Because he has not yet reached his fifth anniversary of Plan participation, he is not eligible for a regular pension.

Regular Pension Amount

The amount of your regular pension is based on the value of your benefit units. Your benefit units are valued in different ways depending on when they were earned. The maximum amount of a regular pension will be determined by using the highest 30 benefit units, 5 of which must be hours of service in covered employment worked after March 31, 1983. The amount of a regular pension benefit is the sum of the benefit earned during each of the following time periods.

Period 1: On or after July 1, 2009. Your regular pension is equal to 1.5% of the total Plan contributions not designated as supplemental contributions that your employer was obligated to make on your behalf beginning after July 1, 2009. During each of these Plan years, you must make worked at least 500 hours of service or earned a year of credited service.

If your bargaining party has adopted Rehabilitation Plan Alternative I, your regular monthly pension will remain at 1.5% of total Plan contributions your employer was obligated to make on your behalf for Plan years beginning after July 1, 2009. Additionally, under Rehabilitation Plan Alternative I, your employer was obligated to make a supplemental contribution equal to 25% of the contribution rate in effect beginning after April 1, 2009. This supplemental contribution will not be included for benefit accrual purposes. During each of these Plan years, you must have worked at least 500 hours of service or earned a year of credited service.

Period 2: On or After April 1, 2007 and before June 30, 2009. Your regular monthly pension is equal to 2.3% of the total Plan contributions your employer was obligated to make on your behalf for Plan years beginning after April 1, 2007 and before July 1, 2009. During each of these Plan years, you must have worked at least 500 hours of service or earned a year of credited service.

Period 3: On or After April 1, 1977 through March 31, 2007. Your regular monthly pension is equal to 3.1% of the total Plan contributions your employer was obligated to make on your behalf for the Plan years beginning April 1, 1977 and through March 31, 2007. During each of these Plan years, you must have worked at least 500 hours of service or earned a year of credited service.

Period 4: Before April 1, 1977. Your regular pension benefit is equal to the number of benefit units earned prior to April 1, 1977 multiplied by the dollar value assigned to each unit. Each benefit unit earned before April 1, 1977 has been assigned a dollar value based on your employer's hourly contribution rate. To determine your regular monthly pension for work performed before April 1, 1977:

1. Find the contribution rate that applies to you on the following chart.
2. Multiply your benefit units earned before April 1, 1977 by the appropriate dollar amount in second column.

Employer Hourly Contribution Rate Payable on March 31, 1977	Monthly Regular Pension Amount Payable for Each Benefit Unit
$.16 per hour	$5.40
$.25 per hour	$7.60
$.35 per hour	$10.00
$.45 per hour	$12.40
$.50 per hour	$13.60

<u>*Regular Pension Example:*</u> Al decides to retire with a regular pension on April 1, 2011.

For Period 1 - (July 1, 2009 - Present), Al has worked 1,600 hours per year for the period July 1, 2009 to March 31, 2011, earning 1.75 benefit units, and his employer has contributed $4,200 ($1.50 per hour contribution rate) during this time period. As a result, Al is eligible to receive a monthly pension for Period 1 equal to $63.00 ($4,200 x 1.5%).

For Period 2 - (April 1, 2007 – June 30, 2009), Al has worked 1,600 hours per year for the period April 1, 2007 to June 30, 2009, earning 2.25 benefit units, and his employer has contributed $5,400 ($1.50 per hour contribution rate) during this time period. As a result, Al is eligible to receive a monthly pension for Period 2 equal to $124.20 ($5,400 x 2.3%).

For Period 3 - (April 1, 1977 – March 31, 2007), Al has worked 1,200 hours per year over the 30 Plan years, earning 22.50 benefit units, and his employer has contributed $54,000 ($1.50 per hour contribution rate) during this time period. As a result, Al is eligible to receive a monthly pension for Period 3 equal to $1,674.00 ($54,000 x 3.1%).

For Period 4 - (Before April 1, 1977), Al earned 2 benefit units and his employer was contributing $.50 per hour on March 31, 1977. Therefore, according to the chart, he would receive a $27.20 (2 x $13.60) regular monthly pension for Period 4.

Adding all periods together, Al would receive a regular monthly pension equal to **$1,888.40.**

Note: If you are legally married, your pension benefit will be paid to you in the husband-and-wife form of payment, unless your spouse's signed and notarized consent otherwise is on file at the Fund Office. See page 25 for an explanation of the husband-and-wife pension.

Separation from Covered Employment

A separation from covered employment can affect the amount of your Plan benefit. You are considered to be separated from covered employment whenever you do not earn at least 500 hours in covered employment in any two consecutive Plan year period after March 31, 1991. This means that when and if you retire from this Plan, the service you earned before the separation will be valued according to the Plan provisions in effect at the end of the Plan year in which the separation occurred. If you return to work in covered employment after being separated, the subsequent service you earn will be valued according to the Plan provisions in effect after the separation. A separation is repairable in some situations.

Service Pension Eligibility

You are eligible to retire with a service pension if:

- You have not previously received a pension from this Plan (other than a disability pension);
- You have not incurred a separation from covered employment since you last worked;
- You are at least age 55 but not yet age 65; and
- You have earned at least 30 years of credited service, including at least one of those years after your contribution date.

Service Pension Amount

The amount of a service pension is calculated in the same manner as a regular pension. The amount is then reduced to reflect that you will be receiving a monthly benefit for a longer period of time.

To determine the amount of your service pension follow this step-by-step approach:

Step 1: Calculate your regular monthly pension amount for all periods.
Step 2: Multiply .005 (.5%) by the number of months you are younger than age 62.
Step 3: Multiply your total from Step 2 by the amount in Step 1.
Step 4: Subtract your total from Step 3 from the amount in Step 1.

Service Pension Example: Let's say George wants to retire early at age 59 and his regular monthly pension would be $1,000. George's Plan benefit would be calculated as follows:

Step 1:	Regular Monthly Pension Amount = $1,000
Step 2:	.005 x 36 = .18
Step 3:	.18 x $1,000 = $180
Step 4:	$1,000 - $180 = $820

George's service pension for retiring at age 59 would be $820.00.

Early Retirement Pension Eligibility

You are eligible to receive an early retirement pension if:

- You have not incurred a separation from covered employment since you last worked;
- You are at least age 55 but not yet age 65;
- You have at least 5 years of credited service (excluding credited service for contiguous non-covered employment — see page 8 for details), including at least one hour in covered employment on or after April 1, 1997; and
- You have earned at least 800 hours in covered employment after your employer was first obligated to contribute to the Plan on your behalf.

Early Retirement Pension Amount

The amount of an early retirement pension is calculated in the same manner as a regular pension. The amount is then reduced to reflect that you will be receiving a monthly benefit for a longer period of time.

To determine the amount of your early retirement pension follow this step-by-step approach:

Step 1: Calculate your regular monthly pension amount for all periods.
Step 2: Multiply .005 (.5) by the number of months you are younger than age 65.
Step 3: Multiply your total from Step 2 by the amount in Step 1.
Step 4: Subtract your total from Step 3 from the amount in Step 1.

Early Retirement Example: Let's say Brad wants to retire early at age 58 and his regular monthly pension would be $700. Brad's Plan benefit would be calculated as follows:

Step 1:	Regular Monthly Pension Amount = $700
Step 2:	.005 x 84 = .42
Step 3:	.42 x $700 = $294
Step 4:	$700 - $294 = $406

Brad's early retirement pension for retiring at age 58 would be $406.

Deferred Pension Eligibility

You may be eligible to receive a deferred pension benefit if you work in covered employment for an extended period of time but leave before you retire. You will be entitled to receive a deferred pension when you reach age 65 if you leave covered employment when you have earned:

- 5 or more years of credited service (without a permanent break in service), including at least one hour in covered employment on or after April 1, 1997; OR
- 10 or more years of credited service (without a permanent break in service) on or after April 1, 1976; OR
- 10 or more benefit units (without a permanent break in service) and 1/2 of a benefit unit before April 1, 1976.

Additionally, if you have met the credited service requirements for an early retirement pension, then you may elect to retire and receive a reduced monthly pension between ages 55 and 65.

Deferred Pension Amount

The deferred pension is calculated in the same way as the regular pension. Your deferred pension is reduced by one half of one percent (1/2 of 1%) for each month that you are younger than sixty-five (65).

Note: Deferred pension is not payable until age 65 unless you meet the credited service requirement for an early retirement pension.

Disability Pension Eligibility

You are eligible for a disability pension if:

- Your covered employment ends because of a total and permanent disability;
- You have at least 5 years of credited service (excluding credited service before a permanent break in service and/or for contiguous non-covered employment); and
- You have at least 500 hours in covered employment in either of the 2 consecutive Plan years before your disability began, one of which may include the Plan year in which you became disabled.

To be considered totally and permanently disabled, you must:

- Qualify as disabled by Social Security or submit other evidence satisfactory to the Trustees;
- Be prevented from performing work in your occupation or other occupation for which you are reasonably qualified by education, training, and experience; and
- Continue to be disabled for at least 12 months after your covered employment ends due to your disability.

If you meet the eligibility requirements for a disability pension except for the receipt of a Social Security disability award and you have a pending Social Security disability application, you will be deemed disabled if you submit a certification from your doctor that you are suffering from a life threatening illness that is expected to be terminal in nature. If the Social Security administration subsequently determines that you are not disabled then no further disability payments will be paid to you.

You are not eligible for a disability pension if your disability is due to self-inflicted injuries or illnesses while sane or insane or injury or illness suffered while you are serving in the armed forces of any country during peacetime, war, or any action of military aggression.

Disability Pension Amount

Your monthly disability pension is determined like a regular monthly pension and is payable on the effective date of your disability or on the date you meet the advanced application or benefits requirement.

If you are receiving a disability benefit from Social Security, you will receive a disability pension from the Plan for any month you are entitled to receive a Social Security disability benefit. However, during a period of "re-entitlement", you can continue to receive a Social Security disability benefit and a Plan disability benefit. For more information, please contact the Fund Office.

Small Pensions

If the actuarial present value of your benefit is $5,000 or less, you will receive a lump sum distribution that may be paid directly to you or rolled over to another pension plan or individual retirement plan (IRA). Effective March 28, 2005, if the mandatory distribution is greater than $1,000 and you do not elect to have the lump sum paid directly to you or rolled over to another pension plan or IRA, the lump sum will be rolled over into an IRA on your behalf, as designated by the Plan administrator.

Required Beginning Date

You must start receiving your benefit by April 1 of the year following the later of the calendar year in which you reach age 70 1/2 or the calendar year in which you retire.

Transfer of Contributions

Effective June 1, 1985, the Trustees adopted the "Electrical Industry Pension Reciprocal Agreement." This agreement protects your right to a pension if you don't have enough service to qualify for any pension because your years of service are divided between different pension plans. The reciprocal agreement allows you to transfer contributions earned while covered under another pension fund that has adopted the reciprocal agreement to the Plan. Please contact the Fund Office for more information.

How Your Pension Is Paid

When you apply for your pension, you will receive a written estimate from the Fund Office of the amount of your pension in the form of each option available. This will allow you to compare the benefits available to you so that you can make an informed decision.

You will have up to the annuity starting date of your pension, or if later, at least 30 days from the date of the estimate, to decide whether you want your pension paid as a husband-and-wife pension or in another form. You can make or change a previous election by returning a completed form to the Fund Office within the period described. However, if you and your spouse want to reject the husband-and-wife pension, the rejection cannot be made more than 180 days before your annuity starting date.

Single Life Pension with Five-Year Guarantee

If you are not married, you will receive a single life pension. Under this form of payment, you receive your monthly pension benefit for your lifetime only. When you die, no further payments will be made to anyone, unless you have not yet received 60 monthly pension payments. In this case, your beneficiary will receive the remainder of a five-year certain pension. This means the remaining monthly payments, up to a maximum of 60 payments, that you would have received but did not because of death will be paid directly to your beneficiary.

If you are married and wish to elect a single life pension with the five-year certain pension (as described above), your spouse's written consent is required and must be witnessed by a notary public. This benefit shall not be payable under the Husband-and Wife Pension, 75% or 100% Joint and Survivor Option or the Pre-Retirement Surviving Spouse Pension.

> *Single Life Example:* Al is not married and is receiving a single life, regular monthly pension. Unfortunately, Al dies after his 40th pension payment. Because Al has not yet received 60 pension payments, his designated beneficiary will receive the remaining 20 monthly payments.

Husband-and-Wife Pension

The husband-and-wife pension provides that, upon your death, one-half of the amount of your monthly benefit will continue to be paid to your surviving spouse for his or her life. To qualify for the husband-and-wife pension, you must be married to your spouse at retirement and for at least one year before the date of your death.

If you are married upon retirement your pension benefit is automatically payable in the form of a husband-and-wife pension unless you and your spouse reject this form of payment in writing before your pension begins. The rejection of the husband-and-wife pension (and spousal consent) must be witnessed by a notary public.

Benefit Amount

Because the husband-and-wife pension guarantees retirement benefits over both your and your spouse's lifetimes, the monthly single life benefit is reduced. The amount of the reduction is actuarially determined and depends on your age at retirement, your spouse's age, and whether or not you are receiving a disability pension. If you **are not receiving a disability pension**, the reduction factor equals 90.0%:

- Minus 0.4% for each full year that your spouse is younger than you on the date the pension is effective; OR
- Plus 0.4% for each full year that your spouse is older than you on the date the pension is effective, not to exceed 99%.

<u>*Husband-and-Wife Example:*</u> At age 65, Fred is eligible for a regular pension of $1,400.00 per month (as a single life benefit) and receives his pension in the husband-and-wife form. His wife is age 62. The husband-and-wife pension is calculated as follows:

Regular Pension (without adjustment)	$1,400.00
Percentage of pension payable under the husband-and-wife option = 88.8% (90% minus 1.2%, 0.4% for each of the three years Fred's spouse is younger than him)	x 88.8%
Total monthly husband-and-wife pension payable to Fred for life	$1,243.50
Total monthly lifetime surviving spouse benefit payable after Fred's death (50% x $1,243.50)	$622.00

If you **are receiving a disability pension**, the reduction factor equals 82%:

- Minus 0.4% for each full year that your spouse is younger than you on the date the pension is effective; OR
- Plus 0.4% for each full year that your spouse is older than you on the date the pension is effective, not to exceed 99%.

Rules for Payment of the Husband-and Wife Pension

- Your spouse must have been legally married to you on the annuity starting date of your pension and for at least 12 consecutive months before your death.
- If you and your spouse divorce or if your spouse dies before you, the monthly pension does not increase.
- Payments are made to your surviving spouse for his or her lifetime, whether or not your spouse remarries, unless a Qualified Domestic Relations Order (QDRO) provides otherwise.
- The Plan, in accordance with the law, must recognize a Qualified Domestic Relations Order. A "domestic relations order" is a 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.

A "domestic relations order" is a Qualified Domestic Relations Order" (QDRO) if it creates or recognizes the existence of an alternate payee's right to, or assigns the right to an alternate payee, to receive all or a portion of the benefits payable to a participant under a plan, specifies required information, and does not alter the amount or form of plan benefits.

An "alternate payee" is 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, the benefits under a plan with respect to the participant.

If a Qualified Domestic Relations Order requires the distribution of all or part of your benefits under the Plan to an alternate payee, the Trustees are required to comply with the order.

Participants and beneficiaries may obtain, without charge, a copy of the Plan's procedures governing Qualified Domestic Relations Orders from the Fund Office.

100% Joint and Survivor Pension

In place of the other forms of payments described above, you can elect to receive a 100% joint and survivor pension. Under the 100% joint and survivor form of payment, you receive a reduced monthly pension for as long as you live with 100% of that benefit continuing to your beneficiary after you die. If you are married and designate a beneficiary other than your spouse, your spouse's written consent is required (witnessed by a notary public).

Like the husband-and-wife pension benefit, the monthly benefit under the joint and survivor pension is less than the single life pension because benefits are paid over *two* lifetimes — yours and your beneficiary's. The amount of the reduction is actuarially determined and depends on your age, your beneficiary's age, and whether or not you are receiving a disability pension.

If you **are not receiving a disability pension**, the reduction factor equals 81%:

- Minus 0.7% for each full year that your beneficiary is younger than you on the date the pension is effective; OR
- Plus 0.7% for each full year that your beneficiary is older than you on the date the pension is effective, not to exceed 99%.

100% J&S Example: Let's use Fred as an example again. At age 65, Fred is eligible for a regular pension of $1,400.00 per month (as a single life benefit) and receives his pension in the 100% joint and survivor form. His wife is age 62. The 100% joint and survivor pension is calculated as follows:

Regular Pension (without adjustment)	$1,400.00
Percentage of pension payable under the 100% joint and survivor option = 78.9% (81% - 2.1%, 0.7% for each of the three years Fred's spouse is younger than him)	x 78.9%
Total monthly 100% joint and survivor pension payable to Fred for life	$1,105.00
Total monthly lifetime surviving spouse benefit payable after Fred's death (100% x $1,105.00)	$1,105.00

If you **are receiving a disability pension**, the reduction factor equals 67%:

- Minus 0.5% for each full year that your beneficiary is younger than you on the date the pension is effective; OR
- Plus 0.5% for each full year that your beneficiary is older than you on the date the pension is effective, not to exceed 99%.

Note: Any payment method selected by you with a beneficiary other than a spouse, must be such that the present value of the payments to be made to you is more than 50% of the present value of the total payments to be made to you and your beneficiary. In addition, if the adjusted age difference between you and a non-spouse beneficiary is more than 10 years, the 100% joint and survivor pension is not available. The adjusted age difference is determined by first subtracting your beneficiary's age from your age in the calendar year of the Annuity Starting Date. That difference is then reduced by the number of years that you are younger than age 70 on your birthday in the calendar year of the Annuity Starting Date.

75% Joint and Survivor Pension

In place of the other forms of payments described above, you can elect to receive a 75% joint and survivor pension. Under the 75% joint and survivor form of payment, you receive a reduced monthly pension for as long as you live with 75% of that benefit continuing to your beneficiary after you die. If you are married and designate a beneficiary other than your spouse, your spouse's written consent is required (witnessed by a notary public).

Like the husband-and-wife pension benefit, the monthly benefit under the joint and survivor pension is less than the single life pension because benefits are paid over *two* lifetimes — yours and your beneficiary's. The amount of the reduction is actuarially determined and depends on your age, your beneficiary's age, and whether or not you are receiving a disability pension.

If you **are not receiving a disability pension**, the reduction factor equals 85.5%:

- Minus 0.55% for each full year that your beneficiary is younger than you on the date the pension is effective; OR

- Plus 0.55% for each full year that your beneficiary is older than you on the date the pension is effective, not to exceed 99%.

  75% J&S Example: Let's use Fred as an example again. At age 65, Fred is eligible for a regular pension of $1,400.00 per month (as a single life benefit) and receives his pension in the 75% joint and survivor form. His wife is age 62. The 75% joint and survivor pension is calculated as follows:

Regular Pension (without adjustment)	$1,400.00
Percentage of pension payable under the 75% joint and survivor option = 83.85% (85.5% - 1.65%), 0.55% for each of the three years Fred's spouse is younger than him)	x 83.85%
Total monthly 75% joint and survivor pension payable to Fred for life	$1,174.00
Total monthly lifetime surviving spouse benefit payable after Fred's death (75% x $1,174.00)	$880.50

If you **are receiving a disability pension**, the reduction factor equals 74.5%:

- Minus 0.45% for each full year that your beneficiary is younger than you on the date the pension is effective; OR
- Plus 0.45% for each full year that your beneficiary is older than you on the date the pension is effective, not to exceed 99%.

Single Life Reversion Option

If your pension is payable as a husband-and-wife pension or a 100% or 75% joint and survivor pension where your spouse is the beneficiary, you may elect a single life reversion option form of payment. If you elect this option and your spouse dies before you do, your pension amount will be increased to the amount that would have been payable as a single life pension (with no reduction for husband-and-wife pension or 100% or 75% joint and survivor pension form). An additional reduction of 1% will be applied to the factors for a husband-and-wife pension, an additional 1.5% reduction will be applied to the factors for a 75% joint and survivor pension, and an additional 2% reduction will be applied to the factors for a 100% joint and survivor pension.

Pre-Retirement Surviving Spouse Pension

Your spouse is eligible for a pre-retirement surviving spouse pension if:

- You die before you retire under Plan provisions;
- You have accumulated:
    - 5 or more years of credited service (without a permanent break in service), including at least one hour in covered employment on or after April 1, 1997; OR
    - 10 or more years of credited service on or after April 1, 1976 (without a permanent break in service); OR

    - 10 or more benefit units (without a permanent break in service) and 1/2 of a benefit unit in covered employment before April 1, 1976;
- You have worked at least one hour in covered employment on or after March 31, 1976; and
- You were married to your spouse for a total of 12 consecutive months before your death.

If you are age 55 or older upon your death, your spouse will receive 50% of the husband-and-wife pension you would have received had you retired on the day before you died. Payments to your surviving spouse will start the month after your death.

If you die before age 55, your spouse will receive 50% of the husband-and-wife pension which would have been payable had you lived to age 55 and then retired. The monthly benefit will not begin for your surviving spouse until the month after you would have reached age 55 had you lived.

The amount of the pre-retirement surviving spouse pension will be determined under the terms of the Plan in effect before you would have incurred a separation from covered employment, unless otherwise expressly specified.

Your surviving spouse may elect to defer payment of the survivor benefit until the date you would have reached age 65. If the actuarial present value of the pre-retirement surviving spouse pension is worth $5,000 or less, the Trustees will pay out its full value in a single lump sum.

Pre-Retirement Death Benefits

There are two types of death benefits payable if you die before retirement. They are described below.

Your designated beneficiary will receive the amount contributed to the Fund on your behalf, up to a maximum of $2,000, if you die before you are entitled to a Plan benefit. In addition, if you die before you have begun receiving a Plan benefit and you have accumulated:

- 5 or more years of credited service (without a permanent break in service), including at least one hour in covered employment on or after April 1, 1997; OR
- 10 or more years of credited service on or after April 1, 1976; OR
- 10 or more benefit units without a permanent break in service and 1/2 of a benefit unit in covered employment before April 1, 1976,

your designated beneficiary will receive 60 regular monthly pension payments that you would have received if you retired on the date of your death.

If the "Pre-Retirement Surviving Spouse Pension" described on page 28 is payable to your spouse, your spouse may elect to waive the pre-retirement surviving spouse pension and instead receive the pre-retirement death benefits described above.

Designating a Beneficiary

To designate a beneficiary:

1. Obtain a form from the Fund Office.
2. Complete the form.
3. Return your completed form to the Fund Office.

In some cases, you may need your spouse's signed and notarized consent to designate someone other than your spouse as your beneficiary.

If You Return To Work after You Retire

You must be retired to receive monthly pension payments. To be considered retired, you cannot be employed or self-employed in disqualifying employment.

Work that will disqualify you from receiving your monthly benefit differs if you are younger than normal retirement age (generally age 65) or older than normal retirement age.

Before normal retirement age, disqualifying employment means employment or self-employment in any type of work within the building and construction industry covered by the collective bargaining agreements of the union. Before normal retirement age, disqualifying employment also means any amount of employment in any type of work within the building and construction industry covered by the collective bargaining agreements of the union for an employer who is not required to contribute to this Plan on your behalf.

After normal retirement age, disqualifying employment means working 40 hours or more per month in an industry, occupation, and geographic area covered by the Plan.

Notwithstanding any other provision of this section, for months beginning on or after April 1 of the year following the calendar year in which you reached age 70 1/2, no employment will be considered disqualifying employment.

Furthermore, disqualifying employment will not include work as an instructor for a training program in the field of electrical work if you are employed before or after normal retirement age by an IBEW-NECA sponsored training program. Prior written notice of such employment should be provided to the Trustees by the Pensioner.

> **NOTE:** You may request a ruling from the Trustees on whether a particular type of employment will be in violation of the retirement prohibitions.

Suspension of Plan Benefits

If you engage in disqualifying employment, you must notify the Fund Office, in writing, within 21 days after you start work. You will then be required to give up your pension benefits for the months during which you are so employed.

Generally, your pension benefits will be suspended for each calendar month that you worked in disqualifying employment. In addition, if you fail to notify the Fund Office of your disqualifying employment within the required 21 days, your benefit will be suspended for an additional six months.

Requesting a Review

If you are retired and intend to return to work, ask the Board of Trustees to determine to whether or not that work will be considered disqualifying employment. If you disagree with the determination, you may request a review within 90 days. You also have the same right to a review if the Trustees determine that your benefits will be suspended for work in disqualifying employment. Your request for a review must be submitted in writing and will be processed in the same way as an appeal of a pension denial.

Benefit Payments Following a Suspension Period

When you work in disqualifying employment and then want to again receive pension benefits, you must notify the Fund Office in writing that you want your payments to resume. The notice to the Fund Office to reinstate the pension must include your name, Social Security number and the date on which you stopped working in disqualifying employment. Before normal retirement age, your payments will begin no later than the third month after the last calendar month that your benefits were suspended. After normal retirement age, your payments will resume on the first day of the month after the month you stop working.

Recalculation of Pension Benefit

If you return to covered employment and earn additional credited service and benefit units, your pension will be recalculated based on your age and any additional hours in covered employment you worked and/or benefit units you accumulated as of the April 1 after you resume retirement.

When you resume your pension after a suspension, the amount of your monthly benefit is determined as if you were retiring for the first time, except that it will be calculated at your current age reduced for the number of months you were previously receiving a monthly pension benefit and adjusted for the form of payment (husband and wife pension or other optional form of payment) you elected at the time of your initial retirement.

If you initially retired on an early retirement pension and you received 24 or more monthly pension payments before you return to work in covered employment, your monthly benefit payable for benefit units earned before your initial retirement will not be increased upon your subsequent retirement. You will, however, be entitled to receive an increased benefit amount based on the benefit units you earned after you returned to work, based on the benefit level payable by the Plan in effect at the time of your subsequent retirement.

If you initially retired on an early retirement pension and you received less than 24 monthly pension payments before you returned to work in covered employment, your monthly benefit payable for all benefit units earned before and after you initial retirement will be based on the benefit level payable by the Plan in effect at the time of your subsequent retirement.

You can elect a new form of pension payment on the additional benefits you earn during your return to retirement before normal retirement age. Once you reach normal retirement age, the first election you make after you reach normal retirement age will apply to any additional accruals and will be the final form of pension election you can receive.

Paying Back Benefits

If you work in disqualifying employment and continue receiving pension payments, you are obligated to repay the pension amounts received during the months you worked in disqualifying employment.

If you return to retirement after normal retirement age, the Trustees will withhold 100% of the first monthly benefit payment due upon your return to retirement. In addition, if necessary, 25% of the subsequent pension payments may be withheld from your future checks to recover any benefits paid to you while in disqualifying employment. If you die before the entire amount owed is recovered, benefits payable to your surviving spouse will be reduced by 25% until the overpayment is repaid. If you return to retirement before normal retirement age, the Trustees will recover all amounts owed before resuming benefit payments.

Please contact the Fund Office or refer to the legal Plan document for more details on the rules for suspension of benefits and recalculation of benefit amounts.

Applying for a Pension Benefit

To receive a pension benefit, first request a pension application from the Fund Office at the address shown at the beginning of this booklet. Return the completed application to the Fund Office. You must send proof of your date of birth with your application. If you are divorced you will need to provide a copy of your divorce decree, settlement and/or QDRO. If you decide you want the husband-and-wife pension, you need to provide proof of your marriage and your spouse's birth date as well. If you are applying for a disability pension, you may have to receive a medical examination or provide proof of your disability.

Annuity Starting Date

Pensions are usually effective the first day of the month after you have met all the conditions for entitlement to benefits. You should file your pension application well in advance of the date you would like your pension to begin. If you delay filing your application, payment of your pension may be delayed.

Applying for Survivor Benefits

As soon as possible after your death, your surviving spouse or designated beneficiary should contact the Fund Office to request instructions about filing an application for survivor benefits. A copy of the death certificate will be required. Copies of your and your spouse's birth certificates and proof of marriage may also be requested.

Appealing Denied Benefits

If you believe you have been denied benefits provided for under the Plan, your claim will be entitled to a full and fair review under the following appeal procedure.

1. Upon denial of your application for benefits, you shall receive a written statement of the specific reason or reasons for denial including reference to the specific Plan provisions on which the denial is based, a description of any additional material or information necessary for you to establish your right to benefits and an explanation of why such material or information is necessary. This written notice shall also contain an explanation of the appeal procedure that you can follow to have your claim for benefits reviewed.

2. If you have been denied benefits, you or your duly authorized representative shall have the following rights in appealing the initial decision:

    a. The right to submit additional proof of entitlement to benefits.

    b. The right to examine any document in the possession of the Plan related to the application.

    c. The right within 90 days of receipt of the notice of the denial of benefits (180 days for denial of disability benefits not based on a determination of disability by the Social Security Administration), to appeal the decision to the Board of Trustees by submitting a written statement setting forth the reasons for denial of the application with which you disagree with along with any supporting documents or additional comments related to your appeal. The written statement is to be submitted to the Board of Trustees at the Fund Office address.

d. The right to request a hearing before the Board of Trustees.

e. In most cases, the Trustees shall make their determination on the basis of the supporting file documents and your written statement as submitted. However, the Trustees may, in their discretion, require you to submit additional written information and/or to appear before the Trustees for oral examination.

   In the event you requested a hearing or are required to appear before the Trustees, the hearing will be held at the next regular meeting of the Trustees or at such other time as may be determined by the Board of Trustees with reasonable notice to you of the date and time of the hearing.

3. The Board of Trustees will make a full and complete review of each appeal at regularly scheduled meetings held at least quarterly, and a decision on review will be made no later than the date of the meeting of the Board of Trustees that immediately follows the administrative office's receipt of the appeal, unless the appeal is filed within 30 days preceding the date of such meeting. The Plan will notify you of the decision of the Board of Trustees within 5 days after the meeting. If circumstances require an extension of time for processing (such as the need to hold a hearing), the decision shall be rendered as soon as possible, but no later than the third meeting of the Board of Trustees after receipt of a request for review.

The decision of the Board of Trustees will be written in a clear and understandable manner and will include the specific reasons for the decision. The Board of Trustees is granted the discretionary authority to determine all controversies, eligibility, and benefits and construe the terms and meaning of the Plan and the decision of the Board of Trustees is final and binding.

General Questions and Answers

The following are some frequently asked questions and their answers.

What is the Pension Fund?
The Pension Fund is a legal trust fund set up for the purpose of providing retirement benefits. The Agreement and Declaration of Trust dated March 31, 1972 and as amended thereafter established the Pension Fund. The Trust Agreement and the Pension Plan govern the Pension Fund's operation. The Plan sets forth the various types of pensions provided by the Fund, the benefit amounts for each type of pension and the eligibility requirements. The Plan is on file in the Fund Office.

Who Administers the Fund?
A Board of Trustees, which serves without any compensation, acts on behalf of all Employees in managing all aspects of the Pension Fund's operations. This Board is made up of an equal number of union and employer representatives whose powers and duties are set forth in the Agreement and Declaration of Trust.

How were the Benefit Amounts for the Various types of Pensions Determined?

The Pension Plan was set up on the basis of detailed actuarial studies so that the persons approved for pensions are assured of the fact that they will receive the promised benefits for the remainder of their lives following retirement.

Who Pays the Cost of the Pension Plan?
The entire cost of the Plan is paid for by the participating employers who contribute to the Pension Fund in accordance with their collective bargaining agreements or other written agreements with the Board of Trustees. No employee contributions are required or accepted.

Who is Covered by the Pension Plan?

All employees for whom employers are obligated to make contributions to the Pension Fund in accordance with the collective bargaining agreements with the union or other written agreements are covered by the Pension Plan.

Can the Benefits under the Plan Be Changed?
Yes, as experience under the Plan develops, the Trustees have the authority to change the benefit amounts payable under the Plan by amending the Plan document, including reducing or eliminating benefits to the extent allowed by law. Any such change will be made upon the recommendations of an actuary who has made necessary calculations to assure the validity of any such change.

Will the Fund Continue to Receive Contributions on my Behalf if I work After Age 65?
Yes, the Fund will continue to receive such contributions, and you will be entitled to receive a percentage of such contributions upon retirement under this Plan.

If I Have Debts, Can I Sign over My Pension Benefit?
No. Benefits cannot be sold, transferred, assigned or pledged. Furthermore, they are not normally subject to attachment or execution under any judgment or decree of a court except in relation to a "Qualified Domestic Relations Order." See page 25 for a description of a Qualified Domestic Relations Order. Additionally, your benefits are subject to Federal tax lien or levy.

Can I Receive Social Security Benefits in Addition to the Benefits Provided by this Plan?
Yes. Social Security Benefits paid by the Social Security Administration are independent of this Plan. Employees should file for any benefits they are entitled to receive from Social Security.

What Happens if I am Too Ill to Manage My Own Affairs?
The Trustees will pay any benefits due you to your legal guardian, conservator or legal representative or, in their absence, to any blood relative or relative connected by marriage that the Trustees consider appropriate to receive such benefits on your behalf.

In no event does this mean, however, that you can assign any claim you may have for benefits to another person, party, or entity.

Important Information about the Plan

The following information provides facts about the Plan that you should know.

1. **Plan Name.** The Plan is known as the Eighth District Electrical Pension Fund.

2. **Board of Trustees.** A Board of Trustees is responsible for the operation and administration of the Plan. The Board of Trustees consists of an equal number of employer and union representatives selected by the employers and the union who have entered into collective bargaining agreements which relate to this Plan. If you wish to contact the Board of Trustees, you may use the address and telephone number below:

Board of Trustees

Compusys of Colorado, Inc.
2821 South Parker Road, Suite 1005
Aurora, CO 80014-2692
Phone: (303) 745-1539
(800) 858-1876

ALTERNATE TRUSTEES

3. **Identification Number.** The number assigned to the Plan by the Board of Trustees pursuant to instructions of the Internal Revenue Service is 001.

   The Employer Identification Number (EIN) assigned to the Board of Trustees by the Internal Revenue Service is 84-6100393.

4. **Agent for Service of Legal Process.** The Board of Trustees is the agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon any of the Trustees at the Fund Office address.

5. **Collective Bargaining Agreement.** This Plan is maintained pursuant to collective bargaining agreements between the employers and the union. A copy of any collective bargaining agreement may be obtained by participants and beneficiaries upon written request to the Fund Office, and such agreements are available for examination by participants and beneficiaries at the Fund Office, whose address is listed on page 38 .

   In addition, the Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to the Plan on behalf of participants working under the collective bargaining agreements, including the employer's address, and/or a complete list of employers and employee organizations sponsoring the Plan. This information is also available for examination by participants and beneficiaries at the Fund Office.

6. **Source of Contributions.** The benefits described in this booklet are provided through employer contributions. The amount of employer contributions and the employees on whose behalf contributions are made are determined by the provisions of the collective bargaining agreements and other written agreements.

7. **Pension Trust's Assets and Reserves.** All assets are held in trust by the Board of Trustees for the purpose of providing benefits to eligible participants and defraying reasonable administrative expenses.

8. **Type of Plan.** The Pension Plan is a defined benefit plan maintained for the purpose of providing retirement benefits to eligible participants.

9. **Fiscal Year.** The records of the Plan are kept separately for each Plan year or fiscal year. The Pension Plan's fiscal year is April 1 through March 31.

10. **Eligibility and Benefits.** The types of benefits provided and the Plan's requirements with respect to eligibility and circumstances that may result in disqualification, ineligibility, or denial or loss of benefits are generally described in this booklet.

11. **Plan Termination.** The Board of Trustees has the right to discontinue or terminate this Plan in whole or in part. In the event of termination of this Plan the rights of all affected participants to benefits then accrued shall thereupon become 100% vested and non-forfeitable, to the extent then funded. No part of the assets shall be returned to any employer or inure to the benefit of any employer or the union. Upon a termination of the Plan, the Board of Trustees will take such steps as they determine to be necessary or desirable to comply with applicable Federal laws in the allocation and disposition of Plan assets upon termination.

12. **Pension Benefit Guaranty Corporation.** 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 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 of the monthly benefit accrual rate and (2) 75% of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

    The PBGC 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 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 your Plan administrator 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.

13. **Rights and Responsibilities.** As someone who is or may be eligible for benefits from this Plan, you are no doubt aware of the fact that the benefits are paid in accordance with Plan provisions out of a trust fund that is used solely for that purpose. If you have any questions or problems as to benefit payments, you have the right to get answers from the Trustees who administer the Plan.

The same basic rights have now been incorporated in the Employee Retirement Income Security Act, which Congress adopted in 1974, for application to all benefit plans.

Statement of ERISA Rights

As a participant in the Eighth District Electrical Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual reports (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.

- Obtain, upon written request to the Plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan descriptions. The administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan administrator is required by law to furnish each participant with a copy of the Annual Funding Notice.

- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65, or if later, your age on the fifth anniversary of your participation) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to 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 every twelve (12) months. 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 the people who are responsible for the operation of the 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.

Enforcing 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, and to appeal any denial, 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 administrator and do not receive them within 30 days, you may file suit in a Federal Court. In such a case, the court may require the Plan administrator 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 administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal Court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal Court. If it should happen that Plan fiduciaries misused 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 a 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 these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, 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.

Nothing in this booklet is meant to interpret or extend or change in any way the provisions expressed in the Plan documents. In the event of a conflict between the provisions of this booklet and the Plan documents, the Plan documents will govern. The Trustees reserve the right to amend, modify, or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.