



Solano-Napa Counties Electrical Workers' Pension Plan

2009 Edition

SOLANO-NAPA COUNTIES ELECTRICAL WORKERS PENSION PLAN

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INTRODUCTION

This Summary Plan Description has been prepared to give you a summary of your Pension Plan, effective January 1, 2009. We encourage you to read this booklet carefully as it has been updated to reflect legislative changes and benefit improvements.

Please note as you read through this booklet that the benefits described apply to Participants who are active under the Plan as of January 1, 2009. If you were not active as of January 1, 2009 or if you first retired before January 1, 2009, your benefits are governed by the Plan terms in effect as of your last date of active Covered Employment. Please contact the Fund Office for more information regarding your eligibility for benefits and how those benefits are calculated.

The booklet contains a summary of how the Pension Plan works. The Trustees have made every effort to include important details about the Plan. Because every detail about the Plan is not included in this Summary, the Pension Plan Document, which lists the complete text of the Plan and governs your rights under the Plan, is in the back of this booklet. If there is a conflict between the Summary Plan Description and the Pension Plan Document, the Pension Plan Document will govern. The Trustees have complete discretion interpreting the Plan and determining eligibility for benefits. Your benefits include:

- Early, Regular, and Deferred, Retirement Pensions;
- (Husband and Wife) Joint and Survivor Pensions;
- Disability Pensions; and
- Death benefits.

The Plan may be amended from time to time. Amendments will not affect your accrued benefit. You will receive written notices of material changes to the Plan. Please read all Plan communications and keep them with this booklet. Please notify the Fund Office immediately if you change your address, marital status, or number of dependents. Although the Board of Trustees has authorized the Fund Office to verbally respond to your questions only written responses may be relied on.

Only the Board of Trustees is authorized to interpret the Pension Plan described in this booklet. No individual Trustee, the Union, an Employer or other person except as delegated in writing is authorized to interpret the Plan on behalf of the Board and no one can act as agent for the Board of Trustees unless authorized in writing.

SUMMARY OF BENEFITS

Your pension benefit can be a significant part of your retirement income. Hours worked in Covered Employment (employment working under a Collective Bargaining Agreement that requires your Employer to make Contributions to this Plan) earn you both vesting credits (called “Credited Service”) and Benefit Units. The number of vesting credits and Benefit Units determines 1) eligibility for and 2) the amount of your pension and is based on your years (or partial years measured in hours) of Covered Employment or employment requiring contributions to a reciprocal IBEW plan (another IBEW pension plan from which you had money transferred through ERTS to this Plan – reciprocity).

This Summary Plan Description uses some technical terms required by the Employee Retirement Income Security Act of 1974 (ERISA). Those terms are defined below. You should be especially familiar with the terms “vesting” and “benefit accrual” as well as “single life annuity with 60 month guarantee” and “contingent annuitant benefit” (“husband and wife annuity”) since they apply to

- your right to a benefit (vesting credits or Credited Service),
- the amount of your benefit accrual (Benefit Units),
- the length of time your benefit will be paid to you if you are single
- the length of time your benefit will be paid to you and your spouse if you are married at the time of retirement.

Also, the terms “regular retirement age” and “Normal Retirement Age” refer to different ages and apply to different rights or penalties under the Plan. Remember, your “regular retirement age” is 60. Your “Normal Retirement Age” is generally age 64. Be sure to carefully read which term is used when determining what rights you have (for example, an unreduced pension at age 60) and penalties that may be imposed upon you (for example, suspension of benefits when you go back to work prior to age 64).

- “Vesting credit” or “Credited Service is measured by hours. One thousand hours (1000) of contributions constitutes one, or one (1) year of vesting credit. You can earn partial vesting credits as described in the tables below. Once you earn the required number of vesting credits – generally five (5) – you cannot lose **your right** to a pension when you reach an eligible retirement age (early, regular or deferred vested). Vesting has nothing to do with the amount of your pension benefit. Generally, vesting credits are earned for hours worked under a Collective Bargaining Agreement (Contributory Hours) that result in Contributions made to the Plan.
- “Benefit accrual” or Benefit Unit refers to the number of units earned which determines **the amount** of your pension. The tables below explain how Benefit Units during the time the Plan has been in existence are valued. Like vesting credits, Benefit (accrual) Units are earned for hours worked under the Collective Bargaining Agreement requiring Contributions to the Plan. However, it takes 1,400 hours to earn a full Benefit Unit while only 1,000 hours are required

for a full year vesting credit. Both vesting credits and Benefit Units are earned for each hour worked under the Collective Bargaining Agreement.

- “Single life annuity” is a term describing the **length of time** your pension will paid. Generally, if you are unmarried at the time of retirement your pension will be paid for your life and will end upon your death. However, the Plan does provide for an automatic 60 month guarantee. This means if you die before receiving 60 months of benefits your named Beneficiary will continue getting the earned monthly benefit until 60 payments, including payments made to you before your death, have been made.
- “Contingent annuitant,” “husband and wife,” or ‘joint and survivor” are terms that describe the form of benefit automatically paid to you if you were married at the time of retirement. Your spouse is the contingent annuitant. That is, if you die before she does, she will continue to receive a pension benefit equal to 50% of what you had been receiving. Therefore, this benefit will not only be paid to you for your life but will continue to be paid, at 50% of the amount you received, to your spouse. Because the benefit is paid for two lives your monthly payment will be less than you would receive under the single life annuity with 60 month guarantee form. While you and your spouse can elect against this form, it is the automatic form for married participants. This Summary will explain how to elect another form of benefit and how your benefit will be reduced if you do not elect against the contingent annuitant benefit. Unless you are retiring on a Disability Pension, you can also elect a 75% Husband-and-Wife Pension in place of the 50% Husband-and-Wife Pension. If you elect this option, your benefit during your life will be further reduced.
- “Covered Employment” refers to hours you work for an Employer signatory to 1) a Collective Bargaining Agreement that requires hourly Contributions to the Solano- Napa Counties Electrical Workers Pension Plan (a Local 180 bargaining agreement) or 2) a bargaining agreement requiring contributions to a reciprocal plan (a different IBEW Local bargaining agreement) **if you elect to transfer those contributions through ERTS to the Solano-Napa Counties Electrical Workers Pension Plan.** Reciprocal plans and “reciprocity” will be discussed below.

Pension Plan Highlights	
Becoming A Participant	<ul style="list-style-type: none"> ■ You become a Participant on the January 1 or July 1 after you work for a Contributing Employer in Covered Employment for at least 100 Hours of Service during a 12-consecutive calendar month period.
Earning Credited Service And Benefit Units	<p><i>Credited Service (Vesting)</i></p> <ul style="list-style-type: none"> ■ Determines your eligibility for pension benefit. ■ There are two types of Credited Service – Credited Past Service (for periods before January 1, 1967) and Credited Future Service (for periods after January 1, 1967). ■ Generally, you earn one Year of Credited Future Service if you work 1,000 or more Hours of Service each Calendar Year (January 1 - December 31). You may also earn partial Years of Credited Future Service if you work at least 500 Hours of Service in a Calendar Year. ■ Vesting determines your permanent right to a pension benefit at Normal Retirement Age if you leave Covered Employment. ■ Generally, you are vested after you complete five Years of Credited Service. <p><i>Benefit Units (Benefit Amount)</i></p> <ul style="list-style-type: none"> ■ Determine the amount of your pension benefit. ■ Generally, you earn one Benefit Unit for working 1,400 or more Contributory Hours in a Calendar Year. You may also earn partial Benefit Units if you work at least 500 Contributory Hours in a Calendar Year. For example, After January 1, 1976 and before January 1, 1997, you earned $5/14^{\text{th}}$ of a Benefit Units if you work 500-599 Contributory Hours in the Plan Year and $1/14^{\text{th}}$ of the Benefit Units for each 100 hours thereafter. Contributory Hours are hours you work in Covered Employment for which Contributions are made on your behalf. ■ Beginning January 1, 1997 you can earn more than one benefit unit in a plan year if you work more than 1400 hours. You earn $1/14^{\text{th}}$ of a Benefit Unit for each 100 hours after 1400 hours. Beginning January 1, 2004 partial benefit units will be earned on a pro-rata basis without rounding against 1,400 for hours exceeding 500. That is, once you have worked more than 500 hours in a plan year, you earn partial credit for every hour thereafter, so 599 hours will earn a larger partial benefit credit than 501 hours.

Types Of Pensions

Regular Pensions are available if you:

- Are at least age 60; and
- Have at least five Years of Credited Service. Early Retirement Pensions are available if you:
 - Are at least age 55; and
 - Have at least five Years of Credited Service. Your pension benefit will be reduced for early retirement. Vested Pensions at early retirement or regular retirement age are available if you:
 - Leave Covered Employment before electing retirement; and
 - Have at least five Years of Credited Service when you leave covered employment.

Disability Pensions are available if you:

- Have not reached the age to be eligible for a Regular Pension;
- Have at least five Years of Credited Service; and
- Worked in Covered Employment and earned at least two quarters of Credited Service in a three-consecutive Calendar Year period prior to the Calendar Year of disability onset (disability date) stated in your Security Disability Award Certificate.

Choosing How Your Pension Is Paid

- If you are not married, you will receive your pension benefit in the form of a 60-Month Guarantee. You will receive a monthly benefit for your lifetime. If you die before receiving 60 monthly payments, your Beneficiary is guaranteed to receive the balance of the remaining 60 monthly pension payments.
- If you are married, you will receive your pension benefit in the form of a 50% Husband-and-Wife Pension, unless your spouse waives his or her right to this benefit. With your spouse's waiver, you may elect to receive your pension benefit as a 60-Month Guarantee. The 50% Husband and Wife benefit will pay you, while you are alive, a monthly benefit that is less than the 60 month guarantee as it is reduced to extend the 50% benefit to your spouse if you die before your spouse. If your spouse dies before you die the reduced monthly benefit is not increased. The monthly benefit while you are alive will be less than the monthly benefit provided by the single life with 60 month guarantee form of benefit.
- If you are married, you may elect an optional form of payment, a "Reversionary" 50% Husband-and-Wife Pension. Under this form of payment, if your spouse dies before you, your benefit will be increased to the amount you would have received if you did not elect the 50% Husband-and-Wife Pension. If you and your wife are the same age, the election of the Reversionary 50% Husband-

In The Event Of Death

and-Wife Benefit will not further reduce the benefit you receive while you are alive. If you are not the same age, there will be actuarial adjustments as explained in Exhibit D. The Reversionary “pop-up” provision of the Plan will not apply to the 75% Husband-and-Wife Pension.

- In addition to the automatic 50% Husband-and-Wife Pension, you may elect, with the written consent of your spouse a 75% Husband-and-Wife Pension, unless you are retiring on a Disability Pension Like the 50% Husband-and-Wife Pension, the 75% Husband-and wife Pension will reduce your monthly benefit, but the reduction will be larger since the benefit provided to your spouse upon your death will be larger.
- If the total Actuarial Present Value of your benefit is \$5,000.00 or less, you will receive your benefit in one lump-sum payment.

If Your Spouse Dies . . .

- Before pension payments begin, your benefit will be paid as Single Life Annuity (measured only by your life) with a 60-Month Guarantee.
- After your pension payments begin, your benefit will increase only if you are receiving your pension in the form of a “Reversionary” 50% Husband-and-Wife Pension. The “Reversionary” 50% Husband-and-Wife Pension has a reversionary feature that restores your pension to the higher 60-Month Guarantee payment if your spouse dies before you.

If You Die . . .

- Before pension payments begin and you have at least five (5) Years of Credited Service, your spouse may be eligible for a Preretirement Survivor Annuity.
- After pension payments begin, if you were receiving your pension in the form of a:
 - 50% Husband-and-Wife Pension, your spouse will receive 50% of the amount you were receiving; or
 - 60-Month Guarantee and you had not yet received 60 monthly guaranteed payments, your Beneficiary will receive the balance of your 60 monthly payments, if applicable; or
 - 75% Husband-and-Wife Pension, your spouse will receive 75% of the amount you were receiving (Note: This payment form is not available if you retired on a Disability Pension).

BEGINNING WORK

Becoming a Participant (Working in Covered Employment Under A Bargaining Agreement)

You become a Participant in the Plan as of January 1 or July 1 following a twelve-consecutive month period during which you earn 100 Hours of Service in Covered Employment. Covered employment means employment in which your employer is required to contribute to the Solano-Napa Counties Electrical Workers Pension Plan under the terms of a collective bargaining agreement directly or through reciprocity. For purposes of becoming a Participant, Hours in Contiguous Non-Covered Employment (see page 9) will be counted. Also, if you work for IBEW Local 180 or the Solano-Napa Counties Electrical Workers Training Trust you can become a Participant and earn Credited Service and benefits under the terms of a written subscription agreement between the Union or JATC and the Board of Trustees.

Participation Example:

Charles began working in Covered Employment on July 1, 2002. He worked 100 hours between July 1, 2002 and June 30, 2003. Charles became a Participant in the Plan on July 1, 2003.

The amount of time you work in Covered Employment determines 1) your eligibility for a pension benefit at regular or early retirement age and 2) how much your benefit will be when you retire. “Eligibility” is referred to as “vesting.” The “amount” you will receive is referred to as “benefit accrual.” As a Participant in the Plan, you earn:

- Credited Service (vesting); and
- Benefit Units (benefit accrual).

Earning Credited Service and Benefit Units

Credited Service and Benefit units are very different things. Credited Service (vesting), as mentioned above, will determine 1) your right to a benefit that cannot be lost even if you leave Covered Employment and 2) your right to immediately earn additional benefits if you leave Covered Employment and later return. Benefit Units determine the amount of your pension. While the amount of both is based on hours worked in Covered Employment, they are measured differently. Also, the number of hours required to obtain a Benefit Unit or portion of a Benefit Unit has changed over the years the Plan has been in effect. For that reason, the tables below explain the value of both Credited Service hours and Benefit Unit hours for each year that you may have worked.

Credited Service (Vesting)

You cannot lose your accrued benefit if you are “vested” in the Plan. This means that if you stop working under the Collective Bargaining Agreement before retirement age you will still be eligible for a pension when you reach retirement age. This is a “Deferred Vested Pension.” You become

vested once you earn five (5) Years of Credited Service, if you earned a Year of Credited Service after February 1, 1989. If you did not earn a Year of Credited Service after February 1, 1989, you must have earned ten (10) years of Credited Service to be vested.

Prior to February 1, 1989, you are vested if:

- Between February 1, 1976 and February 1, 1989, you accumulated at least 10 Years of Credited Service following a Permanent Break-in-Service; or Between February 1, 1974 and February 1, 1976, you accumulated at least 10 Benefit Units; or
- Before February 1, 1974, you reached age 45 and accumulated at least 15 Benefit Units (including at least one quarter of a Benefit Unit earned after January 1, 1967).

You are also vested if you are actively at work when you reach Normal Retirement Age (which is the later of age 64 or the fifth anniversary of your participation in the Plan);

Credited Service – Future and Past

Hours you work are referred to as ***Credited Future Service*** for hours you work in Covered Employment on or after January 1, 1967. ***Credited Past Service*** refers to hours worked in certain periods of employment before January 1, 1967 for which no Contributions were required to be made to the Plan. **To determine if you are eligible for Past Service Credits contact the Fund office.**

There are two schedules for determining ***Credited Future Service***. You earn Credited Future Service based on your periods of Covered Employment as follows:

Credited Future Service for Employment on or After January 1, 1967 and Before January 1, 1976	
Hours Of Service You Work In A Calendar Year:	Years Of Future Credited Service You Earn:
Less than 350 hours	None
350 to 699 hours	$\frac{1}{4}$
700 to 1,049 hours	$\frac{1}{2}$
1,050 to 1,399 hours	$\frac{3}{4}$
1,400 hours or more	One year

Credited Future Service For Employment On Or After January 1, 1976

Hours Of Service You Work In A Calendar Year:	Years Of Future Credited Service You Earn:
Less than 500 hours	None
500 to 749	$\frac{1}{2}$
750 to 999 hours	$\frac{3}{4}$
1,000 hours or more	One year

Credited Future Service Example

Jason worked 1,100 hours in Covered Employment from January 1, 2002 to December 31, 2002. Therefore, Jason earned one Year of Credited Future Service.

Hours of Service earned on or after January 1, 1976 in Contiguous Non-Covered Employment (management position not in the bargaining unit) for a Contributing Employer will be counted toward earning a full Year of Credited Service (vesting). It will not increase your benefit since no contributions are being paid to the Plan for Contiguous Non-covered Employment.

Benefit Units (Amount of Monthly Benefit)

Benefit Units determine the amount of the monthly pension benefit you will receive when you retire. You earn Benefit Units for work in Covered Employment for which Contributions are made on your behalf under the terms of a Collective Bargaining Agreement or other written agreement approved by the Board of Trustees.

Benefit Units Earned from January 1, 1967 to December 31, 1975 and Benefit Units earned from January 1, 1976 to December 31, 1997

The amount of Benefit Units you earn is different for periods of Covered Employment before January 1, 1997. You earn Benefit Units for these periods according to the following schedules:

Benefit Units Earned January 1, 1967 – December 31, 1975

Contributory Hours You Work In A Calendar Year	Benefit Units You Earn
Less than 350 hours	None
350 – 699 hours	$\frac{1}{4}$
700 – 1,049 hours	$\frac{1}{2}$
1,050 – 1,399 hours	$\frac{3}{4}$
1,400 hours or more	One

Benefit Units Earned January 1, 1976 – December 31, 1996

Contributory Hours You Work In A Calendar Year	Benefit Units You Earn
Less than 500 hours	None
500 – 599 hours	5/14
600 – 699 hours	6/14
700 – 799 hours	7/14
800 – 899 hours	8/14
900 – 999 hours	9/14
1,000 – 1,099 hours	10/14
1,100 – 1,199 hours	11/14
1,200 – 1,299 hours	12/14
1,300 – 1,399 hours	13/14
1,400 hours or more	One

Benefit Units Earned After January 1, 1997 and Before January 1, 2004

The maximum one year cap of benefit accrual per Plan Year was removed beginning in 1997. Therefore, if you work more than 1400 hours in Covered Employment in a Plan Year you can earn 1/14th of a Benefit Unit for each 100 hours in excess of 1400 hours.

If you work less than 500 Contributory Hours in a Calendar Year, you will receive no Benefit Units. If you work less than 1400 Contributory Hours, but between 500 to 599 Contributory Hours, you are credited 5/14 of a Benefit Unit and 1/14 of a Benefit Unit for each 100 Contributory Hours you earn above 600. The amount you will be paid at retirement for each Benefit Unit or portion of a Benefit Unit will depend on the value of the Benefit Unit at time of retirement since the Trustees re-evaluate the value periodically. Benefit Units for retirements on or after February 1, 2005 are each worth \$133.00 per month for Regular Pensions, at age 60 or older.

Benefit Unit Example

Jean earns 1,200 Contributory Hours from January 1, 2001 to January 1, 2002. As a result, Jean will be credited with 12/14 Benefit Units. This is worth \$124.00 per month at regular retirement age (12/14 x \$133.00 = \$124.00) so long as Jean has at least five years of Credited Service at time retirement is elected.

Benefit Units Earned After December 31, 2003

After December 31, 2003, Benefit Units will no longer be calculated based on 1/14th segments. Rather, they will be based on actual hours contributed in the ratio they actually bear to 1400 hours. Therefore, your earned benefit for 690 hours will be slightly more than the earned benefit for 610 hours.

Example: In 2004, a full benefit year (1400) earned \$133.00 per month at retirement. In 2002 for example, 610 hours and 690 hours both earned the same amount, 6/14 of a full benefit year or \$57.00. In 2004, 610 hours would earn .4357 of a full 1400 hour year (\$57.95 per month at retirement). However, 690 hours would earn .4929 of a full 1400 hour year (\$65.56 per month at retirement).

If you work more than 1,400 hours, the additional Benefit Units will also be earned on a prorated basis instead of 1/14 Benefit Unit for each additional 100 hours.

Hour Bank (January 1, 1990 to January 1, 1997)

The Hour Bank allowed you to store extra hours (over 1400) in a plan year for later use for vesting purposes only. While you can no longer store extra hours, that ended prior to 1997, you can still use stored hours to avoid a break in service if you meet the following rules.

If you earned at least one Hour of Service in Covered Employment on or after January 1, 1990 and before January 1, 1997, you were eligible to participate in an Hour Bank beginning

January 1, 1990. Effective January 1, 1997, no further Contributory Hours were credited to the Hour Bank. Hours that will be credited to your Hour Bank are hours you earned in excess of 1,400 in a Calendar Year. Hours in the hour bank may be used to meet the 500 hour minimum vesting and benefit accrual requirements. If you worked at least 200 Contributory Hours in a Calendar Year, you may withdraw hours from your Hour Bank to meet the 500 hour minimum needed for both vesting and benefit accrual subject to the following:

1. Only the Contributory Hours necessary to meet the minimum 500 Hours of Service minimum may be drawn from the Hour Bank in any Calendar Year.
2. You may have a maximum of 500 Hours in your Hour Bank. Hour Bank balances will be drawn from and applied to the earliest Calendar Years first.
3. Reciprocal Hours credited to the Hour Bank will be pro-rated if Contributions received under Reciprocal Agreements (ERTS) are paid at rates less than the rate established for Contributions to the Fund by the Collective Bargaining Agreement between the Union and the Association. Reciprocal Agreement (Transfer of Contributions to Your Home Fund)

Service Under a Reciprocal Agreement

The Trustees of the Plan have signed a Reciprocal Agreement called the Electrical Industry Pension Reciprocal Agreement. The purpose of the agreement is for pension contributions to be transferred from a Participating pension fund in a jurisdiction where you are temporarily working to your Home Fund. The Solano-Napa Electrical Workers Pension Fund is your Home Fund if you are a member of IBEW Local 180. If you perform service under another electrical industry pension fund, you may transfer the contributions or hours to your Home Fund under the ERTS electronic system. You must register your Home Fund in the ERTS system at your local union office or a local union office in the jurisdiction in which you are working to have your contributions transferred. For more information, contact the Fund Office.

The hours you work and Employer Contributions made on your behalf will be credited as follows:

- Vesting service – All hours worked in any Participating Fund for which Contributions are transferred based on a Reciprocal Agreement will be counted as vesting service by the Home Fund on an hour-for-hour basis.
- Benefit Accrual – All hours worked in any Participating Fund for which Contributions are transferred based on a reciprocity agreement will be counted for benefit accrual purposes by the Solano-Napa Counties Electrical Workers Pension Plan based on the ratio the Contribution rate to your Home Fund bears to the Participating Fund.

LEAVING WORK

The Plan recognizes that there may be times when your employment is interrupted. If you are vested, you cannot lose your Years of Credited Service or Benefit Units. If you are vested and leave Covered Employment before retirement age, you will still be eligible for a Pension. If you are not vested and suffer a Permanent Break in Service, as described below, you will lose your prior Years of Credited Service and Benefit Units and will not be eligible for a pension unless you return to Covered Employment and earn enough Years of Credited Service to later become vested.

Breaks-In-Service Causing Loss of Vesting Credits and Benefit Units (applies you are not vested)

If you are not vested and stop working under a collective bargaining agreement that requires contributions to your Home Fund or a participating fund, you may lose your accumulated vesting credits and accrued benefit. There are two types of Breaks-in-Service under the Plan:

- Successive One-Year Breaks-in-Service; and
- Permanent Break-in-Service and loss of Credits.

A Break-in-Service (successive one year breaks) may be temporary and repairable. Whether a Break- in- Service is permanent resulting in a permanent loss of accrued vesting credits and benefits depends upon the number of Years of Credited Service you have earned immediately prior to incurring the break-in-service. For vesting credits earned after December 31, 1984 the rule is as follows: Generally if the number of years of successive one year breaks is the greater of five (5) or exceeds your full Years of Credited Service(earned prior to the first year of break) and you are not already vested (that is, you have not earned, at least five (5) years of Credited Service if you earned a portion of a Year of Credited Service on or after February 1, 1989 or at least ten (10) Years of Credited Service prior to January 1, 1989) you incur a Permanent Break in Service.

For example, if prior to January 1, 1989 but after December 31, 1984 you have seven Years of Credited Service and then do not earn any Years of Credited Service for seven consecutive years you will permanently lose the seven Years of Credited Service you had accumulated. On the other hand, if you have seven Years of Credited Service and then do not earn any Years of Credited Service for six consecutive years before returning to Covered Employment, once you earn 500 Hours of Service in seventh year, your prior six Years of Credited Service will be restored.

On or after January 1, 1989 only if you have earned less than five Years of Credited Service and have five or more successive one year Breaks in Service you will lose the accrued vesting credits.

Successive One-Year Breaks-In-Service

You incur a One-Year Break-in-Service during a Calendar Year if you work less than less than 500 Hours of Service in Covered Employment.

Service Break Example

Justin's work record looks like this:

<i>Year</i>	<i>Hours Worked</i>	<i>Years of Credited Service</i>	<i>Breaks-in-Service</i>
1	1,000	1	0
2	1,100	1	0
3	1,000	1	0
4	300	0	1
5	400	0	1
6	1,100	1	0
Total		4	2

Justin did not incur a Permanent Break in Service because his One Year Breaks-in-Service did not equal or exceed his previously earned Years of Credited Service. However, Employer Contributions paid on Justin's behalf during Years 4 and 5 (before he regained participation in Year 6) will not be used in calculating his pension benefit. In Year 6, Justin will receive credit for his Contributions since he regained participation in the Plan in Year 6 and had enough Hours of Service to at least earn a fraction of a Benefit Unit. .

Permanent Break-In-Service

If you incur a Permanent Break-in-Service before you have earned sufficient vesting credit (ten Years of Credited Service required before January 1, 1985 or five Years of Credited Service required after January 1, 1985), your Credited Service and Benefit Units will be lost and can never be restored. If you left Covered Employment on or after January 1, 1985, you will incur a Permanent Break-in-Service if you have five or more consecutive One-Year Breaks-in-Service if you have earned less than five Years of Credited Service.

Permanent Service Break Example

Nate's work record looks like this:

Year	Hours Worked	Years Of Credited Service	One-Year Service Breaks
1	1,000	1	0
2	1,000	1	0
3	1,100	1	0
4	450	0	1
5	400	0	1
6	200	0	1
7	100	0	1
8	400	0	1
9	480	0	1
10	1,000	1	1
Total		4	6

Since Nate has five consecutive One Year-Breaks-Service, he has a Permanent Break-in-Service after year 8 and he loses the Years of Credited Service from years 1, 2 and 3.

Becoming A Participant After A Permanent Break-In-Service

Once you incur a Permanent Break-in-Service, you may become a Participant again by meeting the Plan's participation requirements. However, your Years of Credited Service and Benefit Units earned before the Permanent Break-in-Service will not be restored.

Grace Periods and Earning Vesting Credits and Benefit Units During non-Working Periods

There are exceptions to the Break-in-Service rules called *Grace Periods*. Also, you may be eligible to earn both vesting credits and Benefit Units during non-working periods. A Grace Period is one or more calendar years (or parts thereof) that are ignored when calculating breaks in service. **Grace periods do not add to your Years of Credited Service.** Grace Periods may be granted for the following:

Grace Period Only

- Disability – If you cannot work in Covered Employment due to disability, you will be granted a Grace Period of up to thirty-six (36) months for each separate and distinct disability. You must apply to the Trustees in writing within thirty-six (36) months of the disability onset in order for the Grace Period to be granted. Proof of disability shall be based on you being able to provide the Fund Office with documents showing your receipt of Workers Compensation, State Disability Insurance benefits or Social Security Disability benefits.
- Maternity, Paternity or Family Leave – You will be allowed a grace period if you are absent from Covered Employment due to a maternity, paternity or family leave granted by your Employer that

qualifies under the Family and Medical Leave Act (FMLA). You will also be credited up to 501 hours for any such leave. To claim a leave, you must file a leave of absence statement with the Fund Office within 10 days after your leave. You must notify the Fund Office within 10 days of your return to work.

Grace Periods and Vesting Credits During Non-Working Periods

- Service in the Armed Forces – Under the Uniformed Services Employment and Re-employment Rights Act (USERRA), if your work in covered employment is interrupted due to service in the uniformed services of the United States, your service may be counted as Covered Employment with an Employer for purposes of preventing Breaks in Service and providing you with vesting credit and benefit accruals. In order to qualify for this credit, you must make yourself available for work in covered employment upon your discharge from uniformed services within the timeframes specified under USERRA – usually ninety (90) days after release from active duty). Prior to entering uniformed service and after your discharge, you should contact the Fund Office for additional information.

HOW TO APPLY FOR PENSION BENEFITS

If you are eligible for a benefit from the Pension Plan, you will need to file an application in order for benefits to begin. Contact the Fund Office for a pension application. The form, along with instructions, will be mailed to you. You should complete, sign, and send your application to the Fund Office the month before you want your pension to start. Along with your application, you will need to send:

- Proof of your age;
- If you are married, proof of your marriage and your spouse's birth date;
- If you are or have been divorced, your divorce decree, which may serve as a Qualified Domestic Relations Order (QDRO), may apply to your pension benefit;
- Your beneficiary designation form; and
- Any other supporting documentation requested.

As mentioned above, if you are married when you retire, your pension will be paid in the form of a 50% Husband-and-Wife Pension, unless you and your spouse waive this benefit in writing, witnessed by a notary public or Plan representative. The waiver must be filed with the Trustees no earlier than 180 days before the effective date of your pension. If you are not married when you retire, the automatic form of benefit is a monthly payment for your life with a sixty (60) month guarantee (the balance up to sixty (60) months being paid to your Beneficiary should you die before receiving sixty (60) monthly payments). You may also apply for a 75% Husband-and-Wife Pension, unless you are applying for a Disability Pension. However, the Reversionary "pop-up" benefit cannot be elected with respect to the 75% form of Husband-and-Wife Pension. While the actuarial value of the 50%

Husband-and-Wife Pension is greater than the actuarial value of the single life with 60 month guarantee form of benefit, the 75% Husband-and-Wife Pension has the same value as the single life with 60 month guarantee form of benefit.

In the event of your death, your spouse or Beneficiary should immediately notify the Fund Office. When your spouse or Beneficiary applies for any survivor benefits that he/she may be eligible for, he/she must submit proof of your death.

For any application for a Disability Pension, you will need to provide proof that you have been awarded a Social Security disability benefit.

When Your Benefits Begin

Your **Annuity Starting Date** is the date on which your first monthly pension check is payable. Pensions are effective on the first day of the month and can begin as early as the first day of the month after you file your pension application.

In the event you are disabled, your Disability Pension will become effective on the seventh month of disability if you file your application and notice of entitlement to a Social Security Disability benefit within six months of the date you are awarded a Social Security disability benefit. . However, payments will not begin until the first of the month after you file the notice of entitlement for Social Security disability benefits and the Disability Pension application with the Fund Office.

Because the Fund Office requires time to process your pension application, your first pension payment may be delayed. In general, you should hear from the Fund Office within 90 days after your application is received.

The Plan requires that you start receiving your pension payments by the later of:

- April 1st of the Calendar Year following the Calendar Year in which you reach age 70½, or April 1st of the Calendar Year in which you retire (stop working in work including, but not limited to the type covered under the Collective Bargaining Agreement within the geographic jurisdiction of the Plan).

However, if you are a 5% owner of a contributing Employer, you must begin receiving your pension payments on April 1st following the calendar year in which you reach age 70 ½ .

If Your Application Is Denied

If your application is denied, you will receive a written notice from the Fund Office. The notice will explain the reasons for the denial, refer to the related provisions of the Plan or other documents, and describe the claim review process. If appropriate, a description of additional information needed to make your application acceptable will be included.

Claim Review Procedure

If you disagree with a denial or benefit amount, you may ask the Trustees to review their decision. Your request for review must be in writing and submitted within 60 days after the date the decision is

issued. The request should be sent to the Fund Office. In your written request, you may include comments and supporting documentation. You or your representative may inspect all documents relating to your application. The Board of Trustees may grant you a hearing in connection with the review to receive and hear any evidence or argument that cannot be presented satisfactorily by correspondence.

The Fund Office will refer your request to the Board of Trustees for a decision. After their review, the Trustees will send you a written notice of their decision within 60 days after your request is received, or 120 days under special circumstances. If an extension of up to the 120 days is necessary, you will receive a written notice within the first 60 days. If you do not receive a decision within 120 days, you can consider your request denied. The Trustees' have the sole discretion in making all claims determinations including fact finding and Plan interpretation. The Trustees' decision is final.

TYPES/AMOUNTS OF PENSIONS (AGE AND OTHER CONDITIONS USED BY THE PLAN TO DETERMINE WHEN YOU CAN BEGIN RECEIVING A PENSION PAYMENT)

This section summarizes the eligibility requirements and calculation of the various pensions available under the Plan.

The Effect of Your Marital Status When You Retire

If You Are Married When You Retire (50% Husband-and-Wife Pension)

Husband – and—Wife Pension (50% Contingent Annuitant Benefit)

If you are married when you apply for a benefit, you will receive your benefit as 50% Husband-and-Wife Pension unless you and your spouse elect in writing (notarized or witnessed by a Plan representative) to receive your benefit as the Single Life Annuity with a 60 month guarantee. Your monthly benefit paid during your life is reduced to provide the contingent coverage for your spouse should you die before she does. If you and your spouse waive the Husband-and-Wife Pension you can elect a single life annuity with a 60 month guarantee or – unless you are retiring on a Disability Pension – a 75% Husband-and-Wife Pension. If the Single Life Annuity with 60 month guarantee was not elected by you and your spouse and you were married for the 12 months immediately preceding your death your spouse will be eligible to receive the 50% or 75% (whichever is the case) continuation survivor benefit.

If you are married, you may also elect to receive your pension as a “Reversionary” 50% Husband-and-Wife Pension. This option is discussed on page 25.

If You Are Not Married When You Retire

Single Life Annuity (measured only by your life) with a 60-Month Guarantee

If you are single, your pension will be paid as a single life annuity with a sixty (60) month guarantee.

This benefit will be automatic if you are not married on your annuity starting date. The 60-Month Guarantee form of payment provides you with a monthly benefit for your lifetime and a guarantee of 60 monthly pension payments. If you die before you receive 60 monthly payments, your Beneficiary will receive the remainder of the 60 payments. Benefits will be paid to you for your lifetime even after you receive 60 monthly payments.

Marriage After Retirement

Your pension payment options depend on your marital status when you retire and your pension benefit is not affected when you marry *after* you have begun to receive a pension benefit. Neither you nor the Plan can change the form of payment you are receiving after retirement.

WHEN CAN YOU RETIRE AND HOW MUCH WILL YOU RECEIVE?

There are four life events that allow you to retire, assuming you have sufficient vesting credits. Three are age related and the fourth is based on disability. These four types of pensions are:

- Regular Pension;
- Early Retirement Pension;
- Deferred Vested Pension; and
- Disability Pension.

Regular Retirement Pension

Eligibility for a Regular Retirement Pension

You can retire with a Regular Pension if you:

- Are at least age 60; and
- Have five Years of Credited Service without a Permanent Break-in-Service (including at least one Hour of Service earned after February 1, 2006 and one Year of Credited Service earned after February 1, 1989);

or

- You have been a Plan participant for five years or longer and are age 64 or older (Normal Retirement Age).

If you have not earned at least one Hour of Service after February 1, 2006 and one Year of Credited Service after February 1, 1989, the requirements for a Regular Pension are different. Contact the Fund Office for more information.

Amount of Regular Retirement Pension

If you retire on or after February 1, 2005, your monthly Regular Pension benefit is calculated as follows:

Step 1: Multiply the following:

- \$133 for each Benefit Unit (or a proportionate amount for each fractional Unit) earned. However, if you have suffered a Separation from Covered Employment the value of your Benefit Units prior to the Separation are the benefit amounts in effect on the date of your Separation;

This is the amount of your monthly Regular Pension payable as a single life annuity with a 60-Month Guarantee.

Regular Pension Example

Greg retires on January 1, 2007 at age 64 with 20 Benefit Units. Greg earned one Benefit Unit after January 1, 2006 and 19 Benefit Units before January 1, 2006. His monthly Regular Pension benefit is calculated as follows:

Step 1: \$133 x 20 = \$2,660

Your monthly Regular Pension, payable as a 60-Month Guarantee, is \$2,660. If Greg is married and receives his benefit in the 50% Husband-and-Wife form of payment, his benefit will be reduced (see page 24) and if he predeceases his spouse she will receive 50% of the reduced monthly benefit Greg was receiving for as long as she lives. If Greg is married and receives his benefit in the 75% Husband-and-Wife form of payment, his benefit will be reduced (see page 24) and if he predeceases his spouse she will receive 75% of the reduced monthly benefit Greg was receiving for as long as she lives.

Early Retirement Pension

Eligibility for Early Retirement Pension

You can retire with an Early Retirement Pension if you:

- Are age 55 and through age 59; and
- Have at least five (5) Years of Credited Service without a Permanent Break-in-Service (not including any Credited Future Service earned from Contiguous Non-Covered Employment)

Amount of Early Retirement Pension

The Early Retirement Pension is calculated like a Regular Pension, then reduced for each month that payments begin before age 60.

Step 1: Determine the amount of the Regular Pension you would be eligible to receive at age 60.

Step 2: Determine the percentage of your early retirement reduction. If you are:

- *Age 58 or 59*, your Regular Pension benefit is reduced by $\frac{1}{4}$ of 1% for each full month (0.0025% per month) you are younger than age 60; or
- *Under age 58 and at least 55*, your Regular Pension benefit is reduced by $\frac{1}{2}$ of 1% for each full month (0.005% per month) you are younger than age 58.

If you have a Separation from Covered Employment before February 1, 1990, your pension earned before the Separation will be reduced by $\frac{1}{2}$ of 1% for each month you are younger than age 60.

Step 3: Determine the amount of your early retirement reduction by multiplying your Regular Pension amount (from Step 1) by the percentage of your early retirement reduction (from Step 2).

Step 4: Subtract the early retirement reduction amount (from Step 3) from your Regular Pension amount (from Step 1). This is the amount of your monthly Early Retirement Pension payable as a 60-Month Guarantee.

Early Retirement Pension Example 1

Bruce is eligible for early retirement and retires from Covered Employment at age 59 with the same work history as Greg in the Regular Pension Example 1 (Greg earned twenty (20) Benefit Units in total.) Because he is exactly 12 months younger than age 60, his benefit will be reduced.

Bruce's monthly Early Retirement Pension benefit will be calculated as follows:

<i>Step 1: Bruce's monthly Regular Pension:</i>	<i>\$2,660.00</i>
<i>Step 2: Percentage of early retirement reduction:</i>	<i>$\frac{1}{4}$ of 1% (.0025) x 12 = 3%</i>
<i>Step 3: Amount of his early retirement reduction:</i>	<i>$2,660.00 \times 3\% = 79.80$</i>
<i>Step 4: Bruce's monthly Early Retirement Pension:</i>	<i>$2,660.00 - \\$79.80 = \\$2,580.20$</i>

Bruce's monthly Early Retirement Pension benefit, payable as a 60-Month Guarantee, is \$2,580.20. If Bruce is married and receives his benefit as a 50% Husband-and-Wife Pension or a 75% Husband-and-Wife Pension, his benefit will be reduced.

Early Pension Example 2

Joan is eligible for early retirement and retires from Covered Employment at age 56 with the same work history as Greg in the Regular Pension Example 2 (Greg earned twenty (20) Benefit Units in total.) Because she is exactly 48 months younger than age 60, her benefit will be reduced. Joan's monthly Early Retirement Pension benefit will be calculated as follows:

<i>Step 1: Joan's monthly Regular Pension:</i>	<i>\$2,660.00</i>
<i>Step 2: Percentage of early retirement reduction (58 and 59): $\frac{1}{4}$ of 1% per month (.0025) x 24 = 6%</i>	
<i>Step 3: Percentage of early retirement reduction (55, 56, and 57): $\frac{1}{2}$ of 1% per month (.005) x 24 = 12%</i>	
<i>Step 3: Amount of her early retirement reduction:</i>	<i>$2,660.00 \times 18\% = \\478.80</i>
<i>Step 4: Joan's monthly Early Retirement Pension:</i>	<i>$2,660.00 - \\$478.80 = \\$2,181.20$</i>

Joan's monthly Early Retirement Pension benefit, payable as a 60-Month Guarantee, is \$2,181.20. If Joan is married and receives her benefit as a 50% Husband-and-Wife pension or a 75% Husband-and-Wife Pension, her benefit will be reduced.

Disability Retirement

Eligibility for Disability Retirement

If you become Totally Disabled, you may qualify for a Disability Pension if you:

- Are under age 60;
- Have at least five Years of Credited Service without a Permanent Break-in-Service (not including service earned in Contiguous Non-Covered Employment); and
- Worked in Covered Employment and earned at least two quarters of Credited Service in the three consecutive Calendar Years before the Calendar Year in which you become disabled.

You are considered "totally disabled" if you meet the disability requirements for a Social Security disability benefit under Title II of the Social Security Act and have received a Social Security Disability Award.

Amount of Disability Retirement Pension

The Disability Pension is calculated in the same manner as a Regular Pension. There is no reduction in the amount of your monthly Disability Pension due to your age at the time your Disability Pension becomes effective.

Special Rules that Apply to Disability Retirement Pensions

1. Transfer from Early Retirement to Disability Retirement

If you elect a reduced Early Retirement benefit and later receive a Social Security Disability Award Certificate, you may elect to receive an unreduced Disability Retirement instead of the Early Retirement pension if:

- The onset date of your disability, as determined by Social Security, is before the date your Early Retirement Pension began; and
- You have not engaged in income-producing work after the start date of your Early Retirement Pension in excess of that amount allowed by Social Security.

2. Payment

A Disability Pension is payable for life as long as you remain totally disabled as determined by Social Security. You must file your notice of entitlement to a Social Security Disability benefit (Favorable Decision, Award Certificate, or Information Notice) with the Fund Office within six (6) months of the date it is issued in order that your benefits be retroactive to the seventh month of disability.

If you fail to file within six (6) months your benefits will not be retroactive but will begin accruing on the first of the month following the month notice is provided to the Plan. However, payments will not begin until the first of the month after you file the notice of entitlement for Social Security disability benefits and the Disability Pension application with the Fund Office. Additionally your retroactive disability payments will be reduced by the amount of any early retirement benefits you may have received.

If you commence a Trial Work Period as described in the Social Security regulations and earn more than \$1,000.00 per month (excess earnings amount), the amount of your Disability Pension will be offset by the excess earnings amount.

If you are married, your Disability Pension will be paid as a 50% Husband-and-Wife Pension, unless you and your spouse waive this form of payment as with a Regular or Early Retirement.

3. Recovering From a Disability

If you are no longer eligible for a Social Security disability benefit, you must notify the Fund Office within 21 days of the notification. After notification is received, Disability Pension payments will stop. If you do not notify the Fund Office, you will not be eligible for pension benefits for six months following the date of your retirement. If you are no longer eligible for a Social Security Disability benefit, you may return to Covered Employment and begin earning Credited Service. Your eligibility for a Regular, Early Retirement or Disability Pension will be unaffected. Your Disability Pension period will be used to determine when you separated from Covered Employment. You may earn additional Credited Service and Benefit Units. When you retire again, your pension will not be affected by payments under the earlier Disability Pension.

Deferred Vested Pension

Eligibility for Deferred Vested Pension

You are eligible for a Deferred Vested Pension when you reach Early, Regular or Normal Retirement Age if you:

- Leave Covered Employment prior to retirement; and
- Have at least five Years of Credited Service (with at least one year earned after February 1, 1989), without a Permanent Break-in-Service.

Amount of Deferred Vested Pension

If you retire or leave Covered Employment, your benefit will be calculated under the provisions of the Plan in effect when you left Covered Employment. In addition, if you left Covered Employment before February 1, 1989 eligibility requirements for a Deferred Vested Pension were different. Please contact the Fund Office for more information.

If you are eligible for a Deferred Vested Pension, your pension will be paid as a Regular or Early Retirement Pension. You will receive your benefit as a Regular Pension at age 60. Your benefit is calculated the same as a Regular or Early Retirement Pension.

Husband-and-Wife Pension Reduction (Applies to All Pension Types)

1. As mentioned above, if you were married at the time you applied for retirement you will receive your pension benefit in the 50% Husband-and-Wife Pension form of payment unless you and your spouse elect in writing to waive this option and instead be paid in the single life annuity with the 60 month guarantee form. However, your monthly payment will be reduced (less than the amount you would receive if you chose the 60 month guarantee) if you receive this form of benefit. You may elect to receive your pension in the “Reversionary” 50% Husband-and-Wife Pension. You may also elect to receive your pension as a 60-Month Guarantee (payable only for your lifetime), but you must have your spouse’s written, notarized waiver of the Husband-and-Wife Pension form of payment. While you may elect to receive your pension in the form of a 75% Husband –and-Wife Pension, unless you are retiring on a Disability Pension, that form of benefit does not qualify for the Reversionary “pop up” form of benefit. Additionally, it is less than the actuarial equivalent of the 50% Husband-and-Wife Pension.
2. The 50% Husband-and-Wife Pension form of payment provides you with monthly pension payments for your lifetime. After you die, your surviving spouse will receive 50% of your monthly pension for the rest of his or her life, with no additional benefits payable to any other Beneficiary. Your pension is reduced to provide this extra benefit for your spouse. The 75% Husband-and-Wife Pension operates in the same manner, except that there is a greater reduction to your pension and your surviving spouse will receive 75% of your monthly pension for the rest of his or her life.
3. To provide your spouse with a monthly benefit under either the 50% or 75% Husband-and-Wife Pension, in the event of your death, your pension benefit is reduced. The amount of the reduction is actuarially determined and depends on your age and your spouse’s age.

Amount

1. If you are eligible for a Regular Pension, Early Retirement Pension or Disability, there is no reduction if you and your spouse are the same age. It is reduced by 0.6% each full year that your spouse is younger than you are.
2. If you are eligible for a Deferred Vested Pension, the reduction is 10% if you and your spouse are the same age. It is further:
 - Reduced by 0.6% for each *full year* that your spouse is older than you are; or
 - Increased by 0.6% for each *full year* that your spouse is younger than you are.

50% Husband-and-Wife Pension Form Of Payment Example

Greg retires at age 62 with 20 Benefit Units. Assuming Greg's monthly Regular Pension benefit is \$2,660.00 and his wife is age 59 (three years younger than he is), here is how his 50% Husband-and-Wife Pension form of payment is calculated.

<i>Greg's Monthly Regular Pension</i>	<i>\$2,660.00</i>
<i>50% Husband-and-Wife Pension Reduction</i>	<i>0% + (3 years x 0.6%) = 1.8%</i>
<i>Percentage of Pension Payable</i>	<i>100% - 1.8% = 98.2%</i>
<i>Greg's Monthly Benefit</i>	<i>\$2,660.00 x 98.2% = \$2,612.12</i>
<i>Amount Greg's Surviving Spouse Receives If He Dies</i>	<i>\$2,612.12 x 50% = \$1306.06</i>
<i>Amount Greg Receives If His Spouse Dies Before Him</i>	<i>\$2,612.12</i>

“Reversionary” Husband-and-Wife Pension – “Pop-Up” Benefit

The “Reversionary” 50% Husband-and-Wife Pension form of payment is similar to the 50% Husband-and-Wife Pension form in that it provides you with monthly pension payments for your lifetime and 50% of that benefit for your spouse in the event of your death. However, if your spouse dies before you, your monthly pension will “revert” (or “pop-up”) to the amount of the single life annuity with a sixty-month guarantee payable to you as if you were not married when they retired. If you retire on a Regular or Early Retirement Pension this option is automatic at not cost to you (no additional reduction of your monthly benefit). However, if the form of retirement benefit you choose is the Deferred Regular Pension, Deferred Early Retirement Pension or Disability Pension, you can elect this “pop-up” option. If you choose one of those three forms of benefits and elect the pop-up, your monthly payment will be further reduced during your life by 1.5% (in addition to the reduction for taking the 50% Husband-and-Wife form of benefit).

The increase in your pension amount will be effective the month following the month in which your spouse dies – not back to your original Annuity Starting Date. You will need to submit a certified copy of your spouse’s death certificate to the Fund Office before your pension amount will be adjusted. Your pension will then be paid to you for the rest of your life, with no additional benefits payable following your death.

There is no “Pop-Up Benefit” available with the 75% Husband-and-Wife Pension.

OTHER PLAN RULES AFFECTING THE AMOUNT OF YOUR PENSION

➤ *Minimum Pension Amount*

There is a minimum monthly pension amount so long as you are vested and meet the requirements of one of the four types of pensions described above. The minimum monthly amount of any Regular, Early Retirement, Deferred Vested or Disability Pension, payable as a single life annuity with a 60-Month Guarantee, is \$1,000 for retirement after February 1, 2004.

➤ ***Purchase of Benefit Credits (Transfer money from Your Profit Sharing Plan to this Defined Benefit Pension Plan)***

You may use part or all of your (defined contribution) Money Purchase 401(a) account balance at time of retirement to increase your monthly benefit by purchasing Benefit Units in this (defined benefit) Pension Plan. The cost to purchase Benefit credits is as follows:

TABLE 1
 Monthly Benefit Payable as Single Life Annuity with Full Cash Refund
 Per \$1,000 of Rollover Amount

<u>Participant's Attained Age</u>	<u>Monthly Benefit</u>
55	\$7.33
56	\$7.42
57	\$7.50
58	\$7.63
59	\$7.74
60	\$7.86
61	\$7.98
62	\$8.12
63	\$8.26
64	\$8.41
65	\$8.58
66	\$8.73
67	\$8.90
68	\$9.08
69	\$9.28
70	\$9.48

TABLE 2
Monthly Benefit Payable as 50% Husband and Wife Pension
Per \$1,000 of Rollover Amount

Spouse Age in Relation to Participant

Participant's Attained <u>Age</u>	More Years <u>Younger</u>	5 or More Years <u>Older</u>									
		4 Years <u>Younger</u>	3 Years <u>Younger</u>	2 Years <u>Younger</u>	1 Year <u>Younger</u>	Same <u>Age</u>	1 Year <u>Older</u>	2 Years <u>Older</u>	3 Years <u>Older</u>	4 Years <u>Older</u>	5 or More Years <u>Older</u>
55	\$6.74	\$6.76	\$6.77	\$6.79	\$6.81	\$6.83	\$6.85	\$6.87	\$6.89	\$6.91	\$6.93
56	\$6.81	\$6.83	\$6.85	\$6.87	\$6.89	\$6.91	\$6.93	\$6.95	\$6.98	\$7.00	\$7.02
57	\$6.89	\$6.91	\$6.93	\$6.95	\$6.98	\$7.00	\$7.02	\$7.04	\$7.07	\$7.09	\$7.11
58	\$6.98	\$7.00	\$7.02	\$7.04	\$7.07	\$7.09	\$7.12	\$7.14	\$7.17	\$7.19	\$7.22
59	\$7.07	\$7.09	\$7.12	\$7.14	\$7.17	\$7.19	\$7.22	\$7.25	\$7.28	\$7.30	\$7.33
60	\$7.17	\$7.19	\$7.22	\$7.25	\$7.28	\$7.30	\$7.33	\$7.36	\$7.39	\$7.42	\$7.45
61	\$7.27	\$7.30	\$7.33	\$7.36	\$7.39	\$7.42	\$7.46	\$7.49	\$7.52	\$7.55	\$7.59
62	\$7.39	\$7.42	\$7.45	\$7.48	\$7.52	\$7.55	\$7.59	\$7.62	\$7.66	\$7.69	\$7.73
63	\$7.51	\$7.54	\$7.58	\$7.61	\$7.65	\$7.69	\$7.73	\$7.76	\$7.80	\$7.84	\$7.88
64	\$7.64	\$7.68	\$7.72	\$7.75	\$7.80	\$7.84	\$7.88	\$7.92	\$7.96	\$8.00	\$8.05
65	\$7.78	\$7.82	\$7.86	\$7.91	\$7.95	\$8.00	\$8.04	\$8.09	\$8.13	\$8.18	\$8.23
66	\$7.93	\$7.97	\$8.02	\$8.07	\$8.12	\$8.17	\$8.22	\$8.27	\$8.32	\$8.37	\$8.42
67	\$8.09	\$8.14	\$8.19	\$8.24	\$8.29	\$8.35	\$8.40	\$8.46	\$8.51	\$8.57	\$8.62
68	\$8.26	\$8.31	\$8.37	\$8.43	\$8.49	\$8.54	\$8.60	\$8.66	\$8.72	\$8.78	\$8.84
69	\$8.44	\$8.50	\$8.56	\$8.63	\$8.69	\$8.75	\$8.82	\$8.88	\$8.95	\$9.01	\$9.08
70	\$8.64	\$8.70	\$8.77	\$8.84	\$8.91	\$8.98	\$9.05	\$9.12	\$9.19	\$9.26	\$9.33

- **Under the single life annuity with a 60-month guarantee payment form, purchased Benefit Units come with a “cash refund” feature. That is, if you die prior to receiving full amount of your transferred monies, the remainder will be paid to your Beneficiary. *Lump-Sum Payment***

If the Actuarial Present Value of your pension benefit is \$5,000 or less on your Annuity Starting Date, your benefit will be paid to you in a lump sum. This means that your entire pension benefit is paid to you in one payment. Once a lump-sum payment is made, no additional benefits will be payable from the Plan. You may rollover all or part of it into an individual retirement account (IRA) or another qualified plan. If you do not choose to rollover the lump-sum benefit payment, federal law requires the Plan to withhold 20% of the total amount as federal income tax withholding.

RETURNING TO WORK AFTER RETIREMENT (SUSPENSION OF BENEFITS AND EARNING ADDITIONAL BENEFIT UNITS)

After Your Pension Payments Begin (Suspension of Benefits)

Once you begin receiving pension payments, you are considered Retired. While Retired, you receive monthly pension payments for the rest of your life provided you do not work in disqualifying employment. Disqualifying employment is defined differently depending on your age and whether or not you are disabled (see below).

After your pension payments begin, if you engage in work that might be disqualifying employment, you must notify the Fund Office in writing within 31 days after you start working. Your pension payments will be suspended during such periods of work in disqualifying employment. If you do not notify the Fund Office within the 31-day period, your pension payments may also be suspended after you stop working in disqualifying employment for additional months. Your payments may be suspended as follows:

- **If you are under age 64**, your payments will be suspended for each month that you are working in disqualifying employment and after you stop working in disqualifying employment, payments will be suspended for three months and up to 12 additional months (but not beyond age 64) at the Trustees discretion if you do not provide timely notice to the Fund Office that you are employed; or
- **If you are over age 64 and under age 70½**, your payments will be suspended for each month that you are working in disqualifying employment. After you stop working, your payments will resume
- **If you are over age 70½**, your payments are not subject to suspension, regardless of the type of work you may perform.
- **If you are not sure whether particular employment would cause your pension to be suspended, you should submit a written request to the Board of Trustees for determination before you return to work.**

Disqualifying Employment before Age 64 (Benefits Will Be Suspended)

If you retire and return to work before age 64, your employment is considered disqualifying employment if it is Covered Employment or employment of any kind for wages or profit in the Electrical Industry in the United States. Electrical Industry means all branches of the trade and includes work of any kind for any Employer performing work primarily in the Electrical Industry.

Disqualifying Employment at Age 64 – 70½ (Benefits Will be Suspended)

If you retire and return to work after age 64, your employment is considered disqualifying employment if it is employment of 40 hours or more in a month in a job:

- In the eleven counties comprising the San Francisco Bay Area (Alameda, Contra Costa, Marin, Napa, San Francisco, Santa Clara, San Mateo, Solano, Sonoma, San Joaquin and Calaveras) and at such time the Trust has an Electrical Industry Pension Reciprocal Agreement, throughout the State of California in which Employers are required to make Contributions for Employees at the time your benefits began or would have begun if you had not returned to employment;
- The type of work performed by Employees in the Plan on the date your pension payments began; and
- Which you are required to directly or indirectly use the same skills employed by Employees on the date your pension payments began.

Disqualifying Employment at Age 70 ½ (Benefits Will Not be Suspended)

As previously mentioned, your benefits are not subject to suspension after age 70 ½.

Resuming Pension Payments

If your pension payments are suspended, you will be notified of the reasons and what you need to do to resume payments. Payments will not begin again until you stop working and the Fund Office receives your request to resume your pension benefits. Benefits will begin after the last month your benefits are subject to suspension, with payment beginning no later than the third month after the last month your payments were suspended (provided you notify the Fund Office of your employment).

If you worked in disqualifying employment and your pension is suspended, your pension benefit will be the same monthly amount, type and form of payment you received before your benefits were suspended. If you return to work in Covered Employment and earn additional Benefit Units, you may be entitled to receive additional pension benefits based on your additional Benefit Units. You must earn a Year of Credited Service while working in disqualifying employment in order to earn additional Benefit Units. All Benefits Units earned prior to return to work (prior to suspension) will be valued at the Benefit Unit rate in existence at the time you originally retired when you resume benefit payments.

How your additional benefits affect your pension benefit is based on your age. If you are:

- **Under age 64**, any additional benefits you earn will be determined when you return to Retirement. Your pension will be unaffected by the benefit payment suspension.
- **Over age 64**, any additional benefits you earn will be determined at the end of each Calendar Year and will be paid as of the February 1 following the end of the Plan Year in which the benefits were earned, provided payments at that time are not suspended or postponed due to your work in disqualifying employment. Additional benefits that are not suspended or postponed will be paid in the payment form you elected on your most recent Retirement date. Otherwise, the additional benefits will be determined as of your new Retirement date.

Recovery of Overpayments

You must pay back all payments made to you while your pension should have been suspended due to your work in disqualifying employment. To recover all benefits paid to you while you worked in disqualifying employment, a deduction will be made from your monthly benefit for each month after you reach age 64. The deduction will not exceed 25% of your monthly pension, except for the first pension payment made after the suspension. If you die before the overpayments are recovered, deductions will be made from any benefits payable to your surviving spouse or Beneficiary, limited to 25% per payment.

Temporary Waiver of Suspension Rules

The Trustees may temporarily waive the benefit suspension rules. A temporary waiver will allow you to return to work in Covered Employment without a suspension of benefits during the period of the waiver only. However, should you continue to work after the expiration of the waiver all your accrued benefits will still be subject to the regular suspension of benefit rules.

DIVORCE AND THE EFFECT OF A QDRO

Before Retirement

If you are divorced as of the date of your Retirement, the Plan will treat you as being unmarried, unless there is a Qualified Domestic Relations Order (QDRO). A QDRO is a court order that requires the Plan to pay all or a portion of your pension benefits to your spouse, former spouse, or dependent(s). If you die before Retirement, a QDRO may require the Plan to pay your former spouse the Pre-retirement Survivor Pension.

A QDRO may also affect the amount of your pension benefit because your benefits may be used to pay child or spousal support or to divide up marital property. If you have questions about the Plan's QDRO procedures, please contact the Fund Office

After Retirement

If you are married when you retire and you later divorce, your form of pension benefit will not change. For example, if your benefit is being paid as a 50% or 75% Husband-and-Wife Pension, your former spouse will still be entitled to survivor benefits after your death, unless a Qualified Domestic Relations Order (QDRO) directs otherwise. After retirement, a QDRO may affect your benefit by giving a part or all of your benefit to your spouse, former spouse, or dependent(s).

IN THE EVENT OF DEATH (DEATH BENEFITS)

What Happens When Your Spouse Dies?

If your spouse dies before or after your pension begins, you should contact the Fund Office to update your Fund records immediately as it may affect the amount of your pension. If you have already started receiving your pension benefits and the amount has been reduced for a “Reversionary” 50% Husband-and-Wife Pension form of payment, your monthly benefit will be increased on the first of the month following the month in which your spouse dies, provided you submit a copy of your spouse’s death certificate to the Fund Office as described above.

What Happens if You Die Before Your Pension Begins?

If you die before you retire (before your pension benefits begin), as long as your pension is vested, your spouse may receive a monthly pension. This is called the Pre-retirement Survivor Pension. It pays your spouse a monthly benefit for her life. However, it will be less than your benefit would have been had you lived until retirement. It will be reduced based on actuarial considerations discussed below. Your spouse or other Beneficiary may also be eligible to receive a Pre-Retirement Death Benefit instead of the Preretirement Survivor Pension if the death benefit exceeds the Survivor Pension.

A. Pre-retirement Survivor Pension

Your spouse is eligible to receive the Preretirement Survivor Pension if you have met the vesting eligibility requirements for an Early Retirement Pension (five years of credited service), except for age. .

- *If you die before you reach age 55*, your eligible spouse will receive 50% of the 50% Husband-and-Wife Pension form of payment you would have been eligible to receive if you had left employment on the date of your death and Retired at age 55. Payments will be adjusted for early retirement at age 55 and begin the month following your death.
- *If you die after you reach age 55*, your eligible spouse will receive 50% of the 50% Husband-and-Wife Pension form of payment you would have been eligible to receive if you had Retired on the date of your death. The amount of the 50% Husband-and-Wife Pension form of payment will be adjusted if necessary for early retirement and begin the month following your death

Your surviving spouse may elect, in writing, to defer payment of the benefit but not beyond the date that you would have reached age 64, had you lived. In this case, the benefit will be equal to 50% of the 50% Husband-and-Wife Pension that would have been payable if you retired at the age on your spouse’s pension effective date. Your spouse must make this election within 60 days after your death.

You may reject the Pre-retirement Survivor Pension at any time beginning with the year you reach age 35. If you leave Covered Employment before you reach age 35, your rejection may be made to any benefits you earned before your separation. Your rejection must be made in writing and your spouse must consent to the rejection in writing. The election cannot be changed after your death.

If the Actuarial Present Value of the Preretirement Survivor Pension is \$5,000 or less, the benefit will be paid as a lump sum to your spouse.

Preretirement Survivor Pension Example

When Sam dies at age 59, he is eligible for an Early Retirement Pension benefit of \$2,580.20. Sam has 20 Benefit Units of which he earned 19 Benefit Units before January 1, 2007 and 1 Benefit Unit after January 1, 2007. Assuming Ann was the same age as Sam, Ann's benefit will be determined as follows:

<i>Sam's monthly Early Retirement Pension:</i>	<i>\$2,580.20</i>
<i>50% Husband-and-Wife Pension Reduction:</i>	<i>0%</i>
<i>Percentage of Sam's Pension Payable:</i>	<i>100% - 0% = 100%</i>
<i>Sam's Monthly Pension Payable As A 50% Husband-and-Wife Pension</i>	$\$2,580.20 \times 100\% =$ <i>\$2,580.20</i>
<i>Ann's Monthly Preretirement Survivor Pension:</i>	$\$2,580.20 \times 50\% =$ <i>\$1,290.10</i>
<i>Ann may elect to receive the Preretirement Death Benefit instead of the Preretirement Survivor Pension.</i>	

B. Pre-retirement Death Benefit — “Sixty (60) Monthly Payments

If you qualify for the Pre-retirement Death Benefit of 60 monthly payments (as described on page 32 of this booklet), you spouse may elect to receive that benefit instead of the Pre-retirement Survivor Pension. Your spouse must make this election within 60 days after your death. If your spouse does not make an election, he or she will receive the Pre-retirement Survivor Pension. If you have no spouse, this benefit is payable to your Beneficiary.

If you are Vested and die before receiving a pension benefit, your spouse may elect to receive this Pre-retirement Death Benefit if you:

- Were eligible for an Early Retirement Pension before your death;
- Had at least 10 Years of Credited Service (without a Permanent Break-in-Service), not including any Credited Service earned in Contiguous Non-Covered Employment; and
- Earned at least two quarters of Credited Future Service in a three-consecutive Calendar Year period before the Calendar Year in which you died.

The Pre-retirement Death Benefit of 60 monthly payments is equal to the amount of your Regular Pension if you had retired on the date of your death and elected the 60-Month Guarantee form of payment. (See “Regular Pension” on page 19 for how a Regular Pension is calculated).

If you die and do not leave an eligible surviving spouse, the Preretirement Lump Sum Death Benefit is the only death benefit available under the Plan. If you leave a surviving spouse who is eligible for the Preretirement Survivor Pension, your spouse can choose which benefit to receive.

The Pre-retirement Lump Sum Death Benefit will be paid as soon as possible following your death, provided the Fund Office receives a death certificate and a completed application from your spouse or Beneficiary.

Naming A Beneficiary

It is important to have an updated Beneficiary designation on file at the Fund Office. If you need to name a Beneficiary or would like to change your Beneficiary, contact the Fund Office. Generally, if you are married, your spouse is your Beneficiary. If you elect to receive your benefit in the 60-Month Guarantee form of payment, you may name a Beneficiary other than your spouse. Your spouse must consent to this election in writing. You may change your Beneficiary designation at any time with the written consent of your spouse.

If you are not married, you may name anyone as your Beneficiary. Before Retirement, your Beneficiary may be eligible for the Preretirement Death Benefit. (If you are married, your spouse is automatically the Beneficiary for this benefit.) After Retirement, your Beneficiary will be eligible to receive the remaining 60 payments if you die before receiving all 60 payments.

If you do not name a Beneficiary and you are not married at the time of your death, your Beneficiary will be your:

- Surviving children, or if none,
- Estate.

You can change your Beneficiary designation at any time during your lifetime. The last written designation received from you by the Trustees prior to your death will be controlling over any other document. However, the Trustees can reject any change that is received by the Fund Office within thirty (30) days of your death. To avoid delaying payment or ultimately forfeiting your survivor benefits, your Beneficiary should contact the Fund Office in the event of your death.

ADMINISTRATIVE INFORMATION

Plan Name

Solano-Napa Counties Electrical Workers Pension Plan

Plan Number

001

Employer Identification Number

94-6220673

Plan Year

February 1 - January 31

Type of Plan

The Solano-Napa Counties Electrical Workers Pension Plan is a retirement plan designed to provide income for you after you retire or become disabled, or for your survivors after you die. The Plan is a defined benefit plan, which means the Plan provides an amount of income determined from a benefit formula.

Legal Document

This booklet summarizes the written Pension Plan that is the legal document governing the Solano-Napa Counties Electrical Workers Pension Plan. All of your rights and benefits are governed by the Pension Plan Document. The Pension Plan Document is included in this booklet. You may examine the Pension Plan Document at the Fund Office, or obtain an additional copy for yourself for a reasonable copying charge.

Plan Sponsor/Plan Administrator

The Plan is sponsored and administered by a Board of Trustees. The Board of Trustees consists of Employee and Employer representatives. If you wish to contact the Board of Trustees, you may use the address and phone numbers below:

Solano-Napa Counties Electrical Workers Pension Plan
2610 Crow Canyon Rd., Ste. 200
San Ramon, CA 94583
(925) 208-9980

The Trustees of this Plan are:

Employer Trustees

Don Campbell
Executive Director
Northern California Chapter NECA
6300 Village Parkway
Dublin, CA 94568

Greg Armstrong
Northern California Chapter NECA
6300 Village Parkway
Dublin, CA 94568

Reuben Perez
Northern California Chapter NECA
6300 Village Parkway
Dublin, CA 94568

Jess Zuniga
Northern California Chapter NECA
6300 Village Parkway
Dublin, CA 94568

Randy Baracosa
Northern California Chapter NECA
6300 Village Parkway
Dublin, CA 94568

Employee Trustees

Dan Broadwater
Business Manager
IBEW Local 180
720-B Technology Way
Napa, CA 94558

Rich Mattson
IBEW Local 180
720-B Technology Way
Napa, CA 94558

Stan Nelson
IBEW Local 180
720-B Technology Way
Napa, CA 94558

Dan McCoy
IBEW Local 180
720-B Technology Way
Napa, CA 94558

It is the Plan Administrator's responsibility to see that questions are answered, that Service and Contribution records are maintained, that benefits are properly figured and paid promptly, and that the Plan is operated in accordance with the legal documents governing it. The Board of Trustees, the named Plan Administrator, utilizes a third party administrator, BeneSys Administrators (the Fund Office) to perform these functions.

Agent For Service Of Legal Process

The Plan's agent for service of legal process is:

Mark Lipton
1380 Lead Hill Blvd., Ste 106
Roseville, CA 95661

Service of legal process may also be made on a Plan Trustee or the Board of Trustees at the address shown above.

Funding Of Plan

Participating Employers pay the entire cost of the Plan by making Contributions to the Fund. The amount of Employer Contributions and the Employees on whose behalf Contributions are made are determined by the provisions of the Collective Bargaining Agreements.

Collective Bargaining Agreements

The Plan is maintained pursuant to Collective Bargaining Agreements. On written request to the Fund Office, you may obtain a copy of the Collective Bargaining Agreement under which you are covered and you can receive information as to whether a particular employer participates in the Plan and if so, the Employer's address. Your Collective Bargaining Agreement, as well as other documents under which the Plan is maintained, are available for inspection at the Fund Office.

Pension Trust Assets And Reserves

The Employer Contributions are held in Trust and invested by the Board of Trustees and professional investment managers chosen by the Trustees. Pension Plan assets, including any investment earnings, are used to pay benefits and administrative expenses.

Assignment Of Benefits

This Plan is intended to pay benefits only to you or your eligible survivors. Your benefits cannot be used as collateral for loans or assigned in any other way, except in connection with domestic relations orders issued by a court of law. A domestic relations order requires payment of alimony, child support, or other marital assets, which could include all or a portion of your benefit from this Plan, to a spouse, former spouse, child, or other dependent. You will be notified if such an order is received with respect to your benefits.

Plan Termination

The Board of Trustees intends to continue the Pension Plan indefinitely, although it reserves the right to change or end the Plan at any time. The Board of Trustees may change or end the Plan by majority vote at a meeting of the Board of Trustees held for that purpose. You will receive notice if the Plan is changed or ended. The Plan would end automatically if every Employer withdraws from the Plan as defined by law.

If the Plan ends, you would stop earning benefits. However, you would become Vested in all benefits you had earned up to the time the Plan ended, regardless of your Service.

If the Plan ends, money in the Pension Fund, to the extent possible, would be used in the following order according to the priority required by any applicable law and the provisions stated in the Plan Document, to:

- Pay administrative expenses;

- Provide benefits to Retired Participants and other Beneficiaries receiving a pension;
- Provide benefits to any individuals under the Plan guaranteed under Title IV of ERISA;
- Provide Vested benefits; and
- Provide all other benefits under the Plan.

No funds can be returned to any Employer. Benefits may be paid as soon as the Plan termination has been approved by government agencies, or payment could be deferred to a later time. The Board of Trustees, with government approval if applicable, will determine when benefits are to be paid.

Authority Of The Trustees; Discretion Regarding Benefits

Under the Trust Agreement creating the Pension Fund and the terms of the Pension Plan Document, the Trustees or persons acting for them, such as a claim review committee, have sole authority to make final determinations regarding any application for benefits. The Trustees also have sole authority over the interpretation of the Pension Plan, the Trust Agreement, and any administrative rules adopted by the Trustees.

Benefits under this Plan will be paid only when the Board of Trustees (or persons delegated by them) decides, in their sole discretion, that the Participant or Beneficiary is entitled to benefits under the terms of the Plan. The Trustees' decisions in such matters are final and binding on all persons dealing with the Pension Plan or claiming a benefit from the Plan. If a decision of the Trustees is challenged in court, it is the intention of the parties to the Trust, and the Pension Plan provides, that the Trustees' decision is to be upheld unless it is determined to be arbitrary or capricious.

Except as limited by federal law, the Trustees have the authority to increase, decrease, or change benefits, eligibility rules, or other provisions of the Pension Plan as they may determine to be in the best interests of Plan Participants and Beneficiaries. They also have authority to terminate the Plan at any time.

Benefit Protection

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 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 guarantee generally covers:

- Normal and early retirement benefits;
- Disability benefits if you become disabled before the Plan becomes insolvent; and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefits based on Plan provisions that have been in place for fewer than five years at the earlier of:
 - The date the Plan terminates; or
 - The time the Plan becomes insolvent;
- Benefits that are not Vested because you have not worked long enough;
- Benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and
- 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

You may also call the PBGC at 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 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>.

YOUR ERISA RIGHTS

As a Participant in 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 shall be entitled to the following. You have the right to:

- 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. These include insurance contracts and 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.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan. These include insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan 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 this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 64) 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 once every 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 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, 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 the Plan Documents or the latest annual report from the Plan 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 Plan 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 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 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 (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. For single copies of publications, contact the Employee Benefits Security Administration Brochure Request Line at 800-998-7542 or contact the EBSA field office nearest you.

Answers to your Plan questions can be found at the website of the EBSA at:

<http://www.dol.gov/dol/ebsa>

A list of EBSA Field Offices is located at:

<http://www.dol.gov/dol/ebsa/public/contacts/folist.htm#TOF>

SEVENTH REVISED PENSION PLAN
for the
SOLANO-NAPA COUNTIES ELECTRICAL WORKERS PENSION
TRUST

(Revised And Restated April 1, 2007)

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SEVENTH REVISED PENSION PLAN

for the

SOLANO-NAPA COUNTIES ELECTRICAL WORKERS PENSION TRUST

(Revised And Restated January 1, 2008)

This Seventh Revised Pension Plan replaces the Sixth Revised Pension Plan. Unless otherwise specified, benefits will be governed by the terms of the Plan in effect at the time the participant retires or if the participant is entitled to a deferred vested pension the Plan in effect at the time the participant separated from service and ceased accruing benefit credits under the Plan.

ARTICLE 1:

DEFINITIONS

Section 1.1 Association

“Association” means the Northern California Chapter, Solano-Napa Counties Branch, of the National Electrical Contractors Association.

Section 1.2 Beneficiary

A “Beneficiary” is a person (other than an Employee or a Pensioner) designated under Section 6.3 to receive benefits upon the death of a Participant or Pensioner.

Section 1.3 Calendar Year

“Calendar Year” means the period from January 1 to the next December 31. For purposes of ERISA regulations, the Calendar Year shall serve as the vesting computation period, the benefit accrual computation period, and, after the initial period of employment or re-employment following a Break in Service, the computation period for eligibility to participate in the Plan.

- a.** For Hours of Service earned on or before December 31, 1997, the initial eligibility computation period is the twelve-consecutive-month period commencing not later than the date on which the Employee first performs an Hour of Service for a Contributing Employer and ending on the later of the Employee’s anniversary date or the date on which the Employee attains 500 Hours of Service in Covered Employment.

b. For Hours of Service earned on or after January 1, 1998, the initial eligibility computation period is the twelve-consecutive-month period commencing not later than the date on which the Employee first performs an Hour of Service for a Contributing Employer and ending on the later of the Employee's anniversary date or the date on which the Employee attains 100 Hours of Service in Covered Employment.

The subsequent computation period shall commence with the first Calendar Year occurring after the Employee's initial Hour of Service and prior to the Employee's anniversary date.

Section 1.4 Code

“Code” or “IRC” means the Internal Revenue Code of 1986, as amended from time to time.

Section 1.5 Collective Bargaining Agreement

“Collective Bargaining Agreement” means the Collective Bargaining Agreement entered into between Local Union 180, International Brotherhood of Electrical Workers and the Northern California Chapter, Solano-Napa Counties Branch, of the National Electrical Contractors Association and Letters of Assent executed by individual employers agreeing to be bound by the terms of such agreement requiring contributions to this Pension Trust. Unless the context requires a different interpretation, the term “Collective Bargaining Agreement” shall include the term “Subscription Agreement.”

Section 1.6 Compensation

“Compensation” means all of a Participant’s earnings as defined on Section 7.15(e).

Section 1.7 Contiguous Non-Covered Employment

“Contiguous Non-covered Employment” means employment for a Contributing Employer after January 1, 1976, in a job not covered by this Plan which is continuous with a Participant’s Covered Employment with the same Contributing Employer. A period of Non-covered Employment will be considered to be contiguous with Covered Employment only if there is no quit, discharge, or other termination of employment between the periods of Covered and Non-covered Employment. For the purpose of this definition, Contributing Employer shall include any employer required to be aggregated with such Employer under IRC Sections 414(b), (c), (m), (n) or (o).

Section 1.8 Contribution

“Contribution” means the payment made or to be made to the Trust by any Employer on account of hours worked by an Employee, whether made directly or transmitted to the Trust pursuant to the Electrical Industry Pension Reciprocal Agreement. For purposes of the Electrical Industry Pension Reciprocal Agreement (Appendix C to this Pension Plan), “Employer Contributions” or “Contributions” shall also mean the payment which an Employer is required to make by the terms of a collective bargaining agreement to a Participating Fund for the purpose of providing a plan of benefits for employees. For purposes of determining the amount of Pension benefits under Article III, a Participant

shall be credited with contributions for periods of Qualified Military Service based on the Employer Contribution rate that would have otherwise applied if the Participant had not entered Military Service, but continued to work in Covered Employment. The hours for such contributions shall be credited in accordance with Article IV. Contributions required for hours credited for periods of Qualified Military Service shall be allocated from general assets of the Trust, and no Employer shall be liable for contributions for such hours.

Section 1.9 Contributory Hours

“Contributory Hours” means hours of work in Covered Employment for which Contributions are made or are required to be made to the Trust.

Section 1.10 Covered Employment

“Covered Employment” means work as an Employee as defined in Section 1.10.

Section 1.11 Employee

“Employee” means:

- a. All employees of the Employers for whom Contributions are required to be made to this Trust pursuant to the terms of the Collective Bargaining Agreement, excluding any Temporary Employee under the Electrical Industry Pension Reciprocal Agreement for whom this Trust transfers monies to a Home Fund pursuant to an Employee Reciprocal Authorization and Release executed by the Temporary Employee and such additional consents and approvals as the Board of Trustees may require;
- b. Other employees of Employers admitted as allied employees pursuant to rules and regulations adopted by the Board of Trustees and for whom Contributions are required to be made to this Pension Trust by Subscription Agreement including but not limited to the Business Manager and Assistants of the Union, Employees of the Northern California Chapter, Solano-Napa Counties Branch, of the National Electrical Contractors Association, The Apprenticeship Coordinator employed by the Electrical Industry Apprenticeship and Training Trust of Solano-Napa Counties
- c. “Alumni” employees meeting the requirements of Internal Revenue Service Reg. 1.410(b)-6(d)(2) for whom contributions are required to be made to this Pension Trust by Subscription Agreement effective on or after January 1, 1997, provided that:
 - (1) At least one-half (1/2) of the Employee’s Hours of Service during the current or at least one prior Plan Year were performed in Covered Employment as an Employee within the meaning of paragraph (a) of Section 1.10; and
 - (2) The Employer of “Alumni” employees is also an Employer of Employees for whom Contributions are required to be made to this Trust pursuant to the terms of the Collective Bargaining Agreement;

provided however, that the inclusion of any of the Employees set forth in this subsection shall not be in violation of any existing law or regulation and will not adversely affect the exempt status of this Trust.

Section 1.12 Employer or Contributing Employer

“Employer” or “Contributing Employer” means any association, partnership, corporation, individual or other entity employing Employees described in Section 1.9. An organization shall not be deemed a Contributing Employer simply because it is part of a controlled group of corporations or of a trade or business under common control, some other part of which is a Contributing Employer.

Section 1.13 Fiscal Year

“Fiscal Year” means the Trust’s fiscal year, the twelve-month period from February 1 of one year through January 31 of the following year.

Section 1.14 Hours of Service.

“Hours of Service” means:

- (1)** Each hour for which an Employee is paid or entitled to payment by a Contributing Employer after January 1, 1967, for performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed; and
- (2)** Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence, but excluding any time compensated under a Workers’ Compensation law, an unemployment compensation law or a plan pursuant to a mandatory disability benefits law. No more than 501 Hours of Service will be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). Two periods of paid non-work time shall be deemed continuous if they are compensated for the same reason and are not separated by at least 90 days. Furthermore, whenever it is necessary to compute Hours of Service in situations where no work is performed or where pay is computed on other than an hourly basis, or to determine the computation periods to which Hours of Service will be credited, the Board will establish a rule specifically permitted under applicable lawful regulations issued by the Department of Labor under ERISA, or some other rule no less favorable to the participant; and
- (3)** Each hour for which back pay, irrespective or mitigation of damages, is awarded or agreed to by an Employer, to the extent that such award or agreement is intended to compensate an Employee for periods during which the Employee would have been engaged in the performance of duties for the Employer. The same Hours of Service will not be credited twice both under subparagraph (1) or (2), as the case may be, and under this subparagraph (3). These hours will be credited to the Employee for the computation period or periods to which the award of agreement pertains rather than the computation period in which the award, agreement or payment is made.

- a. On or after January 1, 1998, for employees working under any Collective Bargaining Agreement which does not provide for payment of Contributions to the Trust by Employers for hours worked by employees, an Hour of Service will be credited for each hour of work for which contributions are required to be made to the Solano-Napa Counties Electrical Workers Health & Welfare Trust solely for the purpose of meeting the Participation requirements of Section 2.2 and establishing this Plan as the Home Fund under the Electrical Industry Pension Reciprocal Agreement. Hours of Service will not be credited under this paragraph (c) for the accumulation or retention of Benefit Units or Credited Service.
- b. Effective February 1, 1985, subject to the notice requirement of Section 4.5(f)(4) and solely for purposes of determining whether a Break in Service, as defined in Section 4.5(b), has occurred for participation and vesting purposes in a computation period, an Employee, including a Temporary Employee under the Electrical Industry Pension Reciprocal Agreement for whom this Trust is the Home Fund, who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to that Employee but for such absence. In any case in which actual lost hours cannot be determined, the Participant may receive credit for eight Hours of Service per day of such absence. No more than 501 Hours of Service will be credited under this paragraph for any single continuous period, which shall be defined as provided in paragraph (a)(2) above. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the Employee, (2) by reason of a birth of a child of the Employee, (3) by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited (1) in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (2) in all other cases, in the subsequent computation period. An Employee shall not be treated as absent from work due to maternity or paternity if the person leaves work on account of a quit, layoff for lack of work or discharge unrelated to the pregnancy or placement for adoption. Effective February 1, 1995, this paragraph (d) shall apply to an absence from work for family leave granted under the Family and Medical Leave Act of 1993, 29 U.S.C. Section 2601 et seq.
- c. Effective January 1, 1989, "Hours of Service" for salaried Participants for whom contributions are required to be paid at a fixed monthly rate under a Subscription Agreement shall be presumed to be 190 hours per calendar month, except as otherwise expressly provided in this Plan.

Section 1.15 Normal Retirement Age

“Normal Retirement Age” is a specified age that defines when certain requirements take effect for an individual Participant or Beneficiary. It also is one of the factors that determines when a Participant’s right to receive pension benefits becomes nonforfeitable. The term “Normal Retirement Age” does not, however, define the earliest age when a Participant becomes eligible for a Regular Pension, which is determined instead under Section 3.2.

- a. For persons whose Service terminated on or before January 31, 1988, Normal Retirement Age is age 65 or, if later, the age of the Participant on the tenth anniversary of his participation; or
- b. For persons who earn at least one Hour of Service on or after February 1, 1988, Normal Retirement Age is age 64 or, if later, the age of the Participant on the fifth anniversary of his participation.

Participation before a permanent Break in Service shall not be counted for the purpose of satisfying the service requirements of this Section 1.14.

Section 1.16 Participant

“Participant” means an Employee who meets the requirements for participation in the Plan as set forth in Article 2, or a former Employee who has attained Vested Status under this Plan. Any Temporary Employee who executes an Employee Reciprocal Authorization and Release under the Electrical Industry Pension Reciprocal Agreement authorizing the transfer of Monies to a Participating Fund other than this Trust shall not be a Participant in this Pension Plan with regard to any hours worked following execution and prior to revocation of the Employee Reciprocal Authorization and Release, notwithstanding that Employer Contributions are received by this Trust for transfer, except where and to the extent such Service qualifies as Contiguous Non-Covered Employment under Section 4.3.

Section 1.17 Pensioner

“Pensioner” means a person to whom a pension is being paid under this Plan or to whom a pension would be paid but for the time required for administrative processing. A Pensioner who has returned to Covered Employment and is accruing benefits on the same basis as other Employees as of the effective date of a benefit increase applicable to Pensioners will not be considered a Pensioner for purposes of that benefit increase.

Section 1.18 Plan

“Plan” means this Pension Plan and any modification, amendment, extension or renewal thereof.

Section 1.19 Plan Year

“Plan Year” means the Calendar Year.

Section 1.20 Qualified Military Service

“Qualified Military Service” means a Participant’s qualified military or other uniformed service period under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. Chapter 43. Notwithstanding any provision in the Plan to the contrary, vesting, benefits and service credit with respect to Qualified Military Service will be provided in accordance with USERRA and IRC Section 414(u). Qualified Military Service will count for purposes of earning Credited Future Service and avoiding a Break in Service provided the following conditions are satisfied:

- a. A Participant must have reemployment rights under USERRA; and
- b. A Participant must not have incurred a One Year Break in Service at the time he entered Qualified Military Service.

Section 1.21 Reciprocal Agreement

“Reciprocal Agreement” shall mean the Electrical Industry Pension Reciprocal Agreement.

Section 1.22 Required Commencement Date

“Required Commencement Date” means:

- a. **General Rule.** The Required Commencement Date of a Participant is the first day of April of the Calendar Year following the Calendar Year in which the Participant attains age 70 1/2. Notwithstanding the foregoing, effective January 1, 1997, the Required Commencement Date for a Participant who attains age 70 1/2 during or after 1996, and who is not a five-percent owner and has not yet terminated Covered Employment and retired as that term is defined in Section 7.8, is the first day of April of the Calendar Year following later of:
 - (1) the Calendar Year in which the Participant attains age 70 1/2, or
 - (2) if the Participant elects, the Calendar Year in which the Participant retires as that term is defined in Section 7.8(b). The Trust is entitled to assume that a Participant who has attained age 70 1/2 has terminated Covered Employment and retired within the meaning of Section 7.8(b), unless the Participant elects in writing to delay commencement of benefit payment until retirement and provides certification of continued employment.

Section 1.23 Retroactive Annuity Starting Date

“Retroactive Annuity Starting Date” shall be an Annuity Starting Date:

- a. That is affirmatively elected by a participant and occurs on or before the date the written explanation of benefit payment options described in Article V is provided to the Participant. It is a date that occurs before actual payment of an annuity is made to the Participant.
- b. Where benefits shall be payable in the form of an initial single sum payment attributable to the period beginning on the Participant’s Retroactive Annuity Starting Date and ending prior to the first of the month benefit payments actually commence. Such single sum shall include interest at 4% simple interest, until changed by the Board of Trustees, from the date the missed this payment or payments would have been made to the date of the actual makeup payment. Monthly payments made subsequent to the lump sum payment shall be in the amount that would have been paid to the participant had payments actually commenced on the participant’s retroactive annuity starting date.

For purposes of satisfying the 30-day waiver requirements under section 7.5 and the consent requirements under section 5.2, the Annuity Starting Date defined in section 7.5 shall be used instead

of the Retroactive Annuity Starting Date. Notwithstanding any other provision contained herein, this section shall be interpreted with the intent of complying with the Retroactive Annuity Starting Date requirements of the Internal Revenue Code and Treasury Regulations adopted pursuant thereto.

Section 1.24 Subscription Agreement

“Subscription Agreement” means a written agreement between this Trust and an Employer for the participation of non-bargaining unit Employees who are alumni as provided for in the Internal Revenue Code as provided in Section 1.11 (c) of this Plan.

Section 1.25 Trust

“Trust” means the trust fund created and established by the Trust Agreement, including any insurance policies, monies, investments and other assets held under the Trust Indenture.

Section 1.26 Trust Agreement

“Trust Agreement” means the Trust Indenture dated February 23, 1967 establishing the Solano-Napa Counties Electrical Workers Pension Trust, and any modification, amendment, extension or renewal thereof.

Section 1.27 Trustees

“Trustees” or “Board” or “Board of Trustees” means those trustees appointed to administer the Pension Plan under the provisions of the Trust Agreement. The Board of Trustees are “fiduciaries” within the meaning of Section 3(21)(A) of ERISA.

Section 1.28 Union

“Union” means Local 180 of the International Brotherhood of Electrical Workers. The Union shall be considered an Employer herein to the extent it makes contributions to this plan on behalf of its employees.

Section 1.29 Vested Participant

“Vested Participant” is an Employee who qualifies for a Deferred Vested Pension in accordance with the provisions of Section 3.12.

Section 1.30 Other Terms

Other terms are specifically defined as follows:

Term	Section
a. Actuarial Present Value	3.15
b. Actuarial Equivalent	3.15
c. Annual Additions	7.15
d. Annual Benefit	7.15
e. Annuity Starting Date	7.5
f. Benefit Units	4.4
g. Break in Service: (One Year Break in Service, Permanent Break in Service)	4.5
h. Current Accrued Benefit	7.15
i. Deferred Vested Pension	3.12 and 3.13
j. Defined Benefit Dollar Limitation	7.15
k. Defined Benefit Fraction	7.15
l. Defined Contribution Fraction	7.15
m. Disability Pension	3.6 and 3.7
n. Early Retirement Pension	3.4 and 3.5
o. Eligible Rollover Distribution	7.16
p. ERISA	2.1
q. Highest Average Compensation	7.15
r. Home Fund	Appendix C
s. Husband and Wife Pension	5.2
t. Limitation Year	7.15
u. Maximum Permissible Amount	7.15
v. Minimum Monthly Benefit	3.3
w. Monies	Appendix C
x. Participating Fund	Appendix C
y. Permanent Employee	Appendix C
z. Projected Annual Benefit	7.15
aa. Qualified Domestic Relations Order (QDRO)	7.13
bb. Reciprocal Administration Office	Appendix C
cc. Regular Pension	3.2 and 3.3
dd. Required Commencement Date	7.5
ee. Retired or Retirement	7.8
ff. Separation from Covered Employment	4.6
gg. Social Security Retirement Age	7.15
hh. Temporary Employee	Appendix C
ii. USERRA (Uniformed Services Employment and Reemployment Rights Act of 1994)	1.18
jj. Year of Participation	7.15
kk. Years of Credited Service: Credited Past Service	4.2
ll. Credited Future Service	4.3

ARTICLE 2: PARTICIPATION

Section 2.1 Purpose.

This Article contains definitions to meet certain requirements of the Employee Retirement Income Security Act of 1974 (otherwise referred to as ERISA). Once an Employee (as defined in Section 1.10) has become a Participant, he receives Credited Service and Benefit Units for employment before he became a Participant in accordance with the provisions of Article 4.

Section 2.2 Participation.

- a.** An Employee who works in Covered Employment after January 1, 1967, shall become a participant in the Plan on the January 1, or July 1 next following a twelve-consecutive-month period (which includes his first Hour of Service in Covered Employment) during which he accumulates at least 500 Hours of Service in Covered Employment. The 500-hour requirement may also be completed with Hours of Service in Contiguous Non-Covered Employment with a Contributing Employer.
- b.** An Employee who works in Covered Employment on or after January 1, 1998, shall become a participant in the Plan on the January 1 or July 1 next following a twelve-consecutive-month period (which includes his first Hour of Service in Covered Employment) during which he accumulates at least 100 Hours of Service in Covered Employment. The 100-hour requirement may also be completed with Hours of Service in Contiguous Non-Covered Employment with a Contributing Employer.

Section 2.3 Termination of Participation.

A Participant who incurs a Permanent Break in Service (defined in Section 4.5) shall cease to be a Participant as of the last day of the Calendar Year which resulted in a Permanent Break in Service, unless he is a Pensioner or Vested Participant. An Employee who has a vested nonforfeitable right to a benefit under the Plan retains his status as a Participant until death.

Section 2.4 Reinstatement of Participation.

An Employee who has lost his status as a Participant in accordance with Section 2.3 shall again become a Participant by meeting the requirements of Section 2.2 within a Calendar Year after the Calendar Year during which participation terminated.

ARTICLE 3: PENSION ELIGIBILITY AND AMOUNTS

Section 3.1 General.

Eligibility for a pension depends upon vesting credit. The amount of the pension depends upon benefit units or benefit credits. Eligibility and amount of pension are determined, for those who retire after the effective date of this Seventh Restated Pension Plan, by the rules set forth below. The eligibility and amount of pensions of those participants or former participants who retired prior to the effective date of this Plan are governed by the Plan provisions in effect at the time of retirement.

Section 3.2 Regular Pension — Eligibility.

- a.** A Participant who first retires on or after February 1, 1996 having earned at least one Hour of Service on or after February 1, 1992, and one Year of Credited Service (or portion thereof) after February 1, 1989, shall be entitled to receive a Regular Pension upon attainment of age 62 with five Years of Credited Service without a Permanent Break in Service.
- b.** A Participant who first retires on or after February 1, 2007 having earned at least one Hour of Service on or after February 1, 2006, and one Year of Credited Service (or portion thereof) after February 1, 1989, shall be entitled to receive a Regular Pension upon attainment of age 60 with five Years of Credited Service without a Permanent Break in Service.
- c.** A Participant shall be entitled to receive a Regular Pension upon the attainment of Normal Retirement Age.

Section 3.3 Amount of the Regular Pension.

- a.** Subject to the limitation of paragraph (e) below in the event of a Separation from Covered Employment, the amount of a Regular Pension shall be determined as follows:
 - (1)** \$80 for each Benefit Unit (or fraction thereof) earned before January 1, 1990.
 - (2)** \$87 for each Benefit Unit (or fraction thereof) earned between January 1, 1990 and December 31, 1990.
 - (3)** A Regular Pension having an Annuity Starting Date on or after February 1, 1991 and before February 1, 1992, shall be a monthly amount equal to the sum of (A) and (B) below:
 - (A)** \$80 for each Benefit Unit (or fraction thereof) earned before January 1, 1990.
 - (B)** \$88 for each Benefit Unit (or fraction thereof) earned on or after January 1, 1990.

(4) A regular Pension having an Annuity Starting Date on or after February 1, 1992 and before February 1, 1993, shall be a monthly amount equal to the sum of (A) and (B) below:

(A) \$80 for each Benefit Unit (or fraction thereof) earned before January 1, 1990.

(B) \$90 for each Benefit Unit (or fraction thereof) earned on or after January 1, 1990.

(5) A Regular Pension having an Annuity Starting Date on or after February 1, 1993 and before February 1, 1994, shall be a monthly amount equal to the sum of (A) and (B) below:

(A) \$80 for each Benefit Unit (or fraction thereof) earned before January 1, 1990.

(B) \$92 for each Benefit Unit (or fraction thereof) earned on or after January 1, 1990.

(6) A Regular Pension having an Annuity Starting Date on or after February 1, 1994 and before February 1, 1996, shall be a monthly amount equal to the sum of (A) and (B) below:

(A) \$90 for each Benefit Unit (or fraction thereof) earned before January 1, 1990.

(B) \$92 for each Benefit Unit (or fraction thereof) earned on or after January 1, 1990.

(7) A Regular Pension having an Annuity Starting Date on or after February 1, 1996 and before February 1, 1997, shall be a monthly amount of \$100 for each Benefit Unit (or fraction thereof).

(8) A Regular Pension having an Annuity Starting Date on or after February 1, 1997 and before June 1, 2000, shall be a monthly amount of \$101 for each Benefit Unit (or fraction thereof).

(9) A Regular Pension having an Annuity Starting Date on or after June 1, 2000, shall be a monthly amount equal to the sum of (A), (B) and (C) below:

(A) \$101 for each Benefit Unit (or fraction thereof) earned before January 1, 1967.

(B) \$109 for each Benefit Unit (or fraction thereof) earned on or after January 1, 1967 and before January 1, 2000.

(C) \$119 for each Benefit Unit (or fraction thereof) earned on or after January 1, 2000.

(10) A Regular Pension having an Annuity Starting Date on or after February 1, 2001, shall be a monthly amount equal to the sum of (A), (B) and (C) below:

- (A) \$101 for each Benefit Unit (adjusted for fractions thereof) earned before January 1, 1967.
- (B) \$114 for each Benefit Unit (adjusted for fractions thereof) earned on or after January 1, 1967 and before January 1, 2000.
- (C) \$128 for each Benefit Unit (adjusted for fractions thereof) earned on or after January 1, 2000.

(11) A Regular Pension having an Annuity Starting Date on or after February 1, 2004 shall be a monthly amount equal to \$130 for each Benefit Unit (or fraction thereof) earned.

(12) A Regular Pension having an Annuity Starting Date on or after February 1, 2005 shall be a monthly amount equal to \$133 for each Benefit Unit (or fraction thereof) earned.

b. Unless otherwise expressly provided for in this section, the amount of a Benefit Unit earned for any Year of Credited Service, or fraction of a Year of Credited Service, prior to any Separation from Covered Employment will be fixed at the amount which was payable by the Plan as of the date of Separation from Covered Employment as defined in Section 4.6.

c. Only the 30 Benefit Units earned most recently will be used to compute the maximum amount of the Regular Pension, except as follows:

For Pensions having an Annuity Starting Date on or after February 1, 1991, the Regular Pension will be based on the actual number of Benefit Units accrued.

d. Notwithstanding the foregoing, the amount of a Regular Pension earned in any Calendar Year with respect to

- (1) Benefit Units or portions thereof credited for Employer Contributions transferred to this Trust under the Electrical Industry Pension Reciprocal Agreement; or
- (2) Benefit Units or portions thereof credited for Employer Contributions paid at rates less than the highest contribution rate for the classification of Journeyman Electrician under the Inside Wireman Agreement between the Union and the Northern California Chapter, National Electrical Contractors Association, prevailing in the same Calendar Year (“Highest Contribution Rate”), shall be determined by:
 - (A) dividing the weighted average of (A) the contribution rates for Monies transferred for the Temporary Employee during the Calendar Year under the Reciprocal Agreement, and the contribution rates for Contributions made under the Collective Bargaining Agreement or Subscription Agreements for the Calendar Year, by (B) the weighted average of the Highest Contribution Rates for the same Calendar Year, and
 - (B) multiplying the quotient by the respective dollar benefit rate under this Section 3.3.

- e. For periods during which Contributions are paid for a Participant under a Subscription Agreement on the basis of a flat monthly rate rather than reported hours it will be assumed for the purpose of this calculation that the Contributions were earned for hours of work per month at the rate specified in the Subscription Agreement.
- f. Unless otherwise expressly provided for in this section, the amount of a Benefit Unit earned for any Year of Credited Service, or fraction of a Year of Credited Service, prior to any Separation from Covered Employment will be fixed at the amount which was payable by the Plan as of the date of Separation from Covered Employment as defined in Section 4.6, except as provided in Section 3.3(h).

g. Percentage Increase in Monthly Benefit

- (1) Notwithstanding paragraphs (a) through (e) above or any other Plan provision, for benefits paid for months beginning on or after February 1, 1997, the monthly amount of a Regular Pension, Disability Pension, Deferred Vested Pension, Early Retirement Pension, Husband-and-Wife Pension (including the survivor's benefit after the death of the first spouse), or Pre-retirement Survivor Pension having an Annuity Starting Date on or before February 1, 1997 shall be increased by 1% of the monthly amount which was payable as of January 31, 1997. This paragraph shall not apply to increase the Minimum Monthly Benefit in paragraph (g) below.
- (2) Notwithstanding paragraphs (a) through (e) above or any other Plan provision, for benefits paid for months beginning on or after February 1, 2001, the monthly amount of a Regular Pension, Disability Pension, Deferred Vested Pension, Early Retirement Pension, Husband-and-Wife Pension (including the survivor's benefit after the death of the first spouse), or Preretirement Survivor Pension having an Annuity Starting Date on or before February 1, 2001 shall be increased by 2% of the monthly amount which was payable as of February 1, 2001. This paragraph shall not apply to increase the Minimum Monthly Benefit in paragraph (h) below.
- (3) Notwithstanding any other Plan provision, for benefits paid for months beginning on or after February 1, 2004, the monthly amount of a Regular Pension, Disability Pension, Deferred Vested Pension, Early Retirement Pension, Husband and Wife Pension (including the survivors benefit after the death of the first spouse), or Pre-Retirement Survivor Pension having an annuity starting date on or before February 1, 2004 shall be increased by 3% of the monthly amount that was payable as of February 1, 2004.

h. Minimum Monthly Benefit.

- (1) Effective for benefits paid on or after February 1, 1990, there shall be a Minimum Monthly Benefit payable as a Regular Pension, Deferred Vested Pension, Disability Pension, Early Retirement Pension, Husband-and-Wife Pension (including the survivor's benefit after the death of the first spouse), or Preretirement Survivor Pension. The Minimum Monthly Benefit shall be payable where:

- (A) The Participant has met all of the requirements for a Regular Pension, Deferred Vested Pension, Disability Pension, Early Retirement Pension, Husband-and-Wife Pension, or Pre-Retirement Annuity;
- (B) The Participant has earned not less than ten Benefit Units based on Contributory Hours after January 1, 1967.

(2) Effective for benefits paid on or after February 1, 1990 and before February 1, 1997, the amount of the Minimum Monthly Benefit shall be \$350.00 per month. Effective for benefits paid on or after February 1, 1997, the amount of the Minimum Monthly Benefit shall be \$500 per month. Effective for benefits paid on or after June 1, 2000, the amount of the Minimum Monthly Benefit shall be \$750.00 per month. Effective for benefits paid on or after February 1, 2004, the amount of the Minimum Monthly Benefit shall be \$1,000.00 per month.

(3) The Minimum Monthly Benefit shall be in lieu of, and not cumulative of, any other benefit paid by the Plan. The Plan will pay the greater of the Minimum Monthly Benefit or the benefit elected by the Participant under this Plan (or the Participant and the Participant's spouse, as required under Article 5), whenever an election is made to receive a benefit form that would provide a monthly amount less than the Minimum Monthly Benefit.

i. **Repairing a Separation from Covered Employment.** Subject to subparagraph 3.3(a), but without regard for subparagraph 3.3(b), for persons retiring after February 1, 2002, a Participant with vested Benefit Units which were frozen on account of a Separation from Covered Employment under Section 4.6 of the Plan which occurred prior to January 1, 1997, shall, upon retirement, have the value of the accrued benefits earned prior to the Separation from Covered Employment increased to an amount per Benefit Unit in accordance with subparagraph (3), provided that, upon return to Covered Employment following the most recent Separation from Covered Employment,

- (1) The Participant earns 6000 Contributory Hours in Covered Employment, and
- (2) After satisfying the requirement in subparagraph (1) above, but commencing not earlier than February 1, 2002, the Participant remains in Covered Employment until retirement. For the purpose of this subparagraph (2), a Participant shall be deemed to "remain in Covered Employment" until retirement if the Participant:
 - (A) Continues working in the electrical industry without incurring a further Separation from Covered Employment or a Break in Service under the Plan before retirement; and
 - (B) To the extent that the Participant works under contract with International Brotherhood of Electrical Workers or another union local affiliated with International Brotherhood of Electrical Workers ("IBEW") that requires

contributions to an IBEW local area retirement plan, the Participant executes an Employee Reciprocal Authorization and Release Form to transfer all funds to this Trust as the Home Fund commencing on the earliest possible date pursuant to the Electrical Industry Pension Reciprocal Agreement.

- (3) For persons retiring on or after February 1, 2002, the amount per Benefit Unit repaired under this subsection (h) shall be the Benefit Unit dollar amount in effect at the time of retirement.
- (4) Retirement for the purpose of this subsection (h) shall mean the date on which the Participant commences receiving payment of any retirement benefit under the Plan.

Section 3.4 Early Retirement Pension-Eligibility.

A Participant shall be entitled to an Early Retirement Pension if:

- a. He has attained age 55 but not yet attained the age at which he becomes eligible for a Regular Pension; and
- b. He has five Years of Credited Service, without a Permanent Break in Service, exclusive however of any Credited Future Service earned as a result of work in Contiguous Non-Covered Employment.

Section 3.5 Amount of Early Retirement Pension.

- a. The amount of Early Retirement Pension earned by a Participant who has attained age 60 (age 58 for retirements on and after February 1, 2007) at the time Early Retirement is to be effective, shall be determined as follows:
 - (1) The first step is to determine the amount of the Regular Pension to which the Participant would be entitled if he had attained the age for a Regular Pension on his Annuity Starting Date.
 - (2) Except as provided in subparagraph (3) below, the second step is to reduce the amount in (1) above by the Early Retirement reduction factor:
 - (A) For pensions with a Annuity Starting Date on or after February 1, 1990 and before February 1, 1993, the reduction factor is 1/3 of 1% for each month that the Participant is younger than the age for a Regular Pension on his Annuity Starting Date.
 - (B) For pensions with a Annuity Starting Date on or after February 1, 1993, the reduction factor is 1/4 of 1% for each month that the Participant is younger than the age for a Regular Pension on his Annuity Starting Date.
 - (3) The amount of Early Retirement Pension earned prior to a Separation from Covered Employment on or before February 1, 1990, shall be determined by reducing the

amount in (1) above by $\frac{1}{2}$ of 1% for each month that the Participant is younger than the age for a Regular Pension on his Annuity Starting Date.

b. The amount of Early Retirement Pension earned by a Participant who has not attained age 58 on his Annuity Starting Date shall be determined as follows:

- (1)** The first step is to determine the amount of the Regular Pension to which the Participant would be entitled if had attained the age for a Regular Pension on his Annuity Starting Date.
- (2)** The second step is to reduce the amount in (1) above by $\frac{1}{4}$ of 1% for each month the effective date of retirement is prior to the Regular Retirement Age between age 58 and age 60 (6%) and additionally $\frac{1}{2}$ of 1% for each month that the Participant is younger than age 58 on his Annuity Starting Date.

Section 3.6 Disability Pension - Eligibility.

a. A totally disabled Participant eligible for and receiving Social Security Disability benefits (Title II of the Social Security Act) shall be entitled to receive a Disability Pension if he meets the following requirements:

- (1)** He has not yet attained the age at which he becomes eligible for a Regular Pension under section 3.2;
- (2)** He has at least five Years of Credited Service without a Permanent Break in Service; exclusive however of any Credited Future Service earned as a result of work in Contiguous Non-Covered Employment; and
- (3)** He has, as a result of actual work in Covered Employment, earned at least two quarters of Credited Service in the three-consecutive-Calendar Year period prior to the Calendar Year in which he becomes totally disabled.

b. This Plan does not permit a Pensioner to whom a pension is being paid under this Plan to elect a new optional form of benefit, except as provided by Sections 7.10 and 7.18 with respect to certain benefits earned during a period of suspension. Notwithstanding this limitation, commencing February 1, 1995, a totally disabled Participant who is receiving Early Retirement Pension benefits shall be entitled to elect to receive a Disability Pension in lieu of the Early Retirement Pension if the effective date of permanent disability, as determined by Social Security, precedes the Annuity Starting Date of his Early Retirement Pension and he has not engaged in income-producing work after the Annuity Starting Date of his Early Retirement Pension. Provided, that the application for a Disability Pension must be submitted within the time required by Section 7.1, and payments will not commence prior to the date specified in Section 3.9. The spouse of a married Participant must consent to the election in writing in the manner prescribed in Section 5.8.

c. The Disability Pension paid under the previous paragraph (b) is in lieu of and not in addition to, the Early Retirement Pension. Due to the waiting period for commencement of a Disability

Pension under Section 3.9, replacement of the Early Retirement Benefit with a Disability Benefit will generally mean that on the date of commencement of Disability Benefit payments, the Trust will have made overpayments to the Pensioner. Payments made for any month for which the Pensioner received an Early Retirement Benefit prior to the commencement date for a Disability Pension under Section 3.9 will be treated as overpayments and deducted from pension payments otherwise payable upon the commencement of the Disability Pension. This will be done in the following manner:

- (1) Overpayments will be offset first against any retroactive payments to which a Pensioner may be entitled under Section 3.9 or that result from a delay in submitting an application for a Disability Benefit under Section 7.1.
- (2) Any overpayment not recovered under the previous subparagraph (1) will be recovered by a deduction from monthly Disability Pension payments otherwise payable after commencement of the Disability Benefit. Overpayments will be recovered over a period of 60 months, or a shorter term as the Pensioner elects, provided that a deduction from a monthly benefit for a month after commencement of the Disability Benefit will not exceed 25 percent of the monthly pension amount. If a Pensioner dies before recoupment of overpayments has been completed, the remainder will be recovered from the benefits payable to his surviving spouse or from any death benefit payable under Section 6.2, as provided in paragraph (f)(2) of Section 7.9.

Section 3.7 Amount of Disability Pension.

The monthly amount of the Disability Pension is the same as the monthly amount of the Regular Pension.

Section 3.8 Total Disability Defined.

A Participant shall be deemed totally disabled upon determination by the Social Security Administration that he is entitled to a Social Security Disability Benefit under Title II of the Social Security Act. The Board may at any time, or from time to time, require evidence of continued entitlement to such Social Security Disability Benefit.

Section 3.9 Disability Pension Payments.

Payment of the Disability Pension shall not commence until the seventh month of disability or the effective date of the commencement of permanent disability payments by Social Security, whichever occurs later. In the event Social Security determines that the disability is permanent and establishes a retroactive date for the commencement of such permanent disability, payment will be made retroactively by the Plan to the effective date as determined by Social Security but not prior to the seventh month from the inception of such disability. A participant receiving Disability Pension Benefits commencing prior to Regular Retirement Age will not have to produce proof of disability nor be receiving Social Security Disability Benefits upon the attainment of Regular Retirement Age to continue receiving benefits hereunder, provided however, that he remains retired as defined in Section 7.8.

Section 3.10 Effect of Recovery of a Disability Pensioner.

If a Disability Pensioner loses entitlement to a Social Security Disability Benefit prior to the attainment of the age at which he becomes eligible for a Regular Pension under Section 3.2, such fact shall be reported by him in writing to the Board within 21 days of the date he receives notice from the Social Security Administration of such loss. If such written notice is not provided, he will upon his subsequent retirement before Normal Retirement Age not be eligible for benefits for a period of six months following the date of his subsequent retirement, in addition to the months which may have elapsed since he received notice of the termination of the Social Security Disability Benefit and in which he received a Disability Pension under this Pension Plan, subject to the provisions of Section 7.10(b). However, should a participant commence a Trial Work Period under Social Security regulations and earn more than \$1,000.00 per month, Disability Retirement Benefits under this Plan will be offset by the amount of earnings.

Should the Trial Work Period end prior to termination of the Social Security Disability benefit and Social Security Disability Benefits continue to be paid, disability benefits will continue. However, should the Participant complete the trial work period and his eligibility for Title II Social Security Disability benefits end, so shall eligibility for disability benefits under this Plan.

Section 3.11 Reemployment of a Disability Pensioner.

A Disability Pensioner who is no longer entitled to a Social Security Disability Benefit may again return to Covered Employment and resume the accrual of Credited Service and be entitled to a Regular, Early Retirement or Disability Pension unaffected by the prior receipt of a Disability Pension. The period during which the Pensioner was eligible to receive a Disability Pension will be counted as a period of Covered Employment solely for the purpose of determining whether a Separation from Covered Employment has occurred under Section 4.6.

Section 3.12 Deferred Vested Pension Eligibility.

- a.** A Deferred Vested Pension is payable (subject to the provisions of Article 7) to a Participant who has achieved vested status under the circumstances described below:
 - (1)** A Participant earning a Year of Credited Service (or a portion thereof) after February 1, 1989, will achieve vested status if he accumulates at least five Years of Credited Service, without a Permanent Break in Service.
 - (2)** Between February 1, 1976 and February 1, 1989, a Participant achieved vested status if he accumulated at least ten Years of Credited Service, without a Permanent Break in Service.
 - (3)** Between February 1, 1974 and February 1, 1976, a Participant achieved vested status if he accumulated at least ten Benefit Units, without a Permanent Break in Service.
 - (4)** Between the commencement date of the Plan and February 1, 1974, a Participant achieved vested status if he attained age 45 and accumulated at least 15 Benefit Units (of which at least one-quarter of a Benefit Unit was accumulated during the Contribution Period) without a Permanent Break in Service.

- b. A Participant achieves vested status on the date he satisfies the requirements of paragraph (a) above or attains Normal Retirement Age.
- c. A Deferred Vested Pension shall be payable to a Vested Participant upon retirement:
 - (1) At the age at which he becomes eligible for a Regular Pension under section 3.2; or
 - (2) At age 55, if he has met the Credited Service requirements for an Early Retirement Pension as set forth in Section 3.4(b)
- d. If, at the time the Vested Participant applies for a Pension, he has had a Separation from Covered Employment since he last worked in Covered Employment, he shall be entitled to a Deferred Vested Pension and not a Regular or Early Retirement Pension.

Section 3.13 Amount of the Deferred Vested Pension.

- a. The monthly amount of the Deferred Vested Pension payable to a Vested Participant who has a Separation from Covered Employment after January 1, 1976 shall be determined in the same manner as a Regular or Early Retirement Pension, whichever is appropriate to his attained age on the Annuity Starting Date.
- b. The monthly pension benefit for a Vested Participant who returns to Covered Employment following a Separation from Covered Employment will be governed by all applicable provisions of the Plan in effect on the Annuity Starting Date.

Section 3.14 Affiliated Group Service.

Service with other members of a controlled group of corporations, trades or businesses under common control with a Contributing Employer or an Affiliated Service Group shall be counted for purposes of vesting and eligibility to participate.

Section 3.15 Actuarial Present Value and Actuarial Equivalence.

- a. **Determinations Prior to February 1, 2000.** Unless otherwise specified in the Plan, “Actuarial Present Value” means for determinations effective prior to February 1, 2000, a benefit determined using the interest rate prescribed by the Pension Benefit Guaranty Corporation (“PBGC”) for valuing annuities under single-employer plans that terminate after November 30, 1980, without Notice of Sufficiency. The rate shall be that applicable on the first day of the Plan Year in which the valuation date occurs. The mortality assumption shall be as follows:
 - (1) For payment where the Participant is not disabled per Section 3.8, the 1971 Group Annuity Mortality Table, weighted as follows:
 - (A) For a participant’s benefit, 100% male and 0% female;
 - (B) For the benefit of a participant’s spouse or former spouse, 0% male and 100% female; and

- (C) In any other case, 50% male and 50% female.
- (2) For payment where the Participant is disabled per Section 3.8, the PBGC Mortality Tables for Disabled Lives Eligible for Social Security Disability Benefits weighted according to paragraph (a) above.

b. **Determinations On or After February 1, 2000.** “Actuarial Present Value,” unless otherwise specified in the Plan, means for determinations effective on or after February 1, 2000, a benefit that has the same actuarial value as another benefit based on the following:

- (1) For purposes of calculating the value of a lump sum:
 - (A) The “applicable mortality table” for a year is the table prescribed for use in that year in Regulations under Code Section 417(e), and which until modified or superseded, is the table set forth in Revenue Ruling 95-6, and
 - (B) The “applicable interest rate” is, for a year, the annual rate(s) of interest as specified by the Commissioner of Internal Revenue under Code Section 417(e) for the November immediately preceding the calendar year that contains the Annuity Starting Date.
- (2) For all other purposes:
 - (A) The interest rate assumption shall be seven percent (7%) per year.
 - (B) Where the Participant is not disabled per Section 3.8, the mortality assumption shall be the 1971 Group Annuity Mortality Table weighted as follows:
- (3) For a Participant’s benefit, 100% male and 0% female:
 - (A) For the benefit of a Participant’s spouse or former spouse, 0% male and 100% female; and
 - (B) In any other case, 50% male and 50% female.
- (4) Where the Participant is disabled per Section 3.08, the PBGC Mortality Tables for Disabled Lives Eligible for Social Security Disability Benefits shall be used, weighted as set forth in (2) above.

c. “Actuarial Equivalent” means two benefits of equal Actuarial Present Value based on the actuarial factors or assumptions specified in the provision in which that phrase is used or, if not otherwise specified based on the assumptions described in this Section 3.15.

**ARTICLE 4:
ACCUMULATION OF BENEFIT UNITS AND
YEARS OF CREDITED SERVICE**

Section 4.1 General.

The purpose of this Article is to define the basis on which Participants accumulate Benefit Units and Years of Credited Service. This Article also defines the basis on which accumulated Benefit Units and Years of Credited Service may be canceled.

**Section 4.2 Years of Credited Service for Periods Prior to January 1, 1967.
(Past Service.)**

- a. Past Service Credit shall be granted to a Participant for each Calendar Year, or portion thereof, prior to January 1, 1967 in which he performed work in employment which would have resulted in Credited Future Service had the provisions establishing this Pension Trust been in existence during such period of employment; provided further, there shall be excluded from any such Credited Past Service any employment covered by a pension program of a public agency or any periods of self-employment.
 - (1) A Participant shall be entitled to a full Year of Credited Service for each calendar Year he was so employed for 1,400 hours or more. If a Participant was so employed for less than 1,400 hours but for at least 350 hours in any Calendar Year, he shall receive one quarter of Credited Past Service for each 350 hours of such employment. However, a Participant shall not be entitled to more than fifteen years of Credited Past Service.
- b. In making the necessary determination as to Credited Past Service, the Trustees may, in their absolute discretion, consider and rely upon any relevant and material evidence including, without limitation, at least two of the following:
 - (1) Records of the Union;
 - (2) Records and/or statements of Employers;
 - (3) Records of the Federal Social Security Administration;
 - (4) Records of the Health and Welfare Trust covering electricians for whom contributions are made to this Pension Trust.

**Section 4.3 Years of Credited Service After January 1, 1967.
(Future Service.)**

- a. Between January 1, 1967 and January 1, 1976, a Participant shall receive Credited Future Service for Hours of Service in Covered Employment during a Calendar Year according to the following schedule:

Hours of Service in Calendar Year	Years of Credited Future Service
Less than 350 hours	None
350 to 699 hours	1/4
700 to 1,049 hours	2/4
1,050 to 1,399 hours	3/4
1,400 hours or more	1 year

b. A Participant shall receive Credited Future Service for Hours of Service in Covered Employment on and after January 1, 1976 according to the following schedule:

Hours of Service in Calendar Year	Years of Credited Future Service
Less than 500 hours	None
500 to 749 hours	2/4
750 to 999 hours	3/4
1,000 hours or more	1 year

c. If a Participant works for a Contributing Employer in Contiguous Non-Covered Employment, his Hours of Service in such Contiguous Non-Covered Employment after December 31, 1975 (or after the contribution date, if later) shall be counted toward a Year of Credited Service.

d. Exception.

A Participant shall not be entitled to Credited Service for the following periods:

- (1)** Years preceding a Permanent Break in Service as defined in subsection 4.5(b) except as may be required by Regulation 2530 of the Department of Labor; for periods prior to January 1, 1976;
- (2)** Years preceding a Permanent Break in Service as defined in subsection 4.5(d) for periods after December 31, 1975, except as may be required by Regulation 2530 of the Department of Labor;

e. Hour Bank.

- (1)** A Participant who earns at least one Hour of Service in Covered Employment on or after January 1, 1990 will be able to participate in an Hour Bank for the purpose of satisfying the requirements of this Section 4.3 for determining Years of Credited Service and of Section 4.4 for the crediting of Benefit Units. Contributory Hours in excess of 1400 Hours in any Calendar Year prior to January 1, 1997 will be available for crediting to the Hour Bank. The balance in the Hour Bank may then be used to meet the minimum service requirements in any Calendar Year when the Employee earns fewer than 500 Hours of Service as long as the Employee works at least 200 hours in Covered Employment for which Contributions are required to be paid to the Trust.

- (A) The Hour Bank balance may not exceed 500 Contributory Hours. When the Hour Bank balance reaches 500 Contributory Hours, excess hours will be applied in the Calendar Years when the Employee performed the work for which they were earned. Those excess hours will not be recaptured in the Hour Bank notwithstanding that the balance may fall below the maximum balance during later Calendar Years.
- (B) Only the Contributory Hours necessary to meet the minimum 500 Hours of Service requirement may be drawn from the Hour Bank in any Calendar Year. The Hour Bank balance may not be applied to increase the Credited Service or Benefit Units accrued in any Calendar Year above the 500 Hours of Service or 500 Contributory Hours minimums, respectively.
- (C) The first Calendar Year in which excess Contributory Hours may be placed in the Hour Bank is the Calendar Year commencing January 1, 1986. The first Calendar Year in which the Employee may draw on the Hour Bank is Calendar Year 1990.
- (D) Hour Bank balances will be drawn from and applied to the earliest Calendar Years first. Contributory Hours withdrawn from the Hour Bank and applied to a Calendar Year other than the year in which the hours were earned cannot be used to gain credit for any purpose in another Calendar Year, including the Calendar Year in which they were earned.
- (E) Contributory Hours credited to the Hour Bank shall be pro-rated to the extent that contributions received under Reciprocity Agreements are paid at rates less than the prevailing rate established for contributions to the Fund by the Labor Agreement between the Union and the Association.

(2) Effective January 1, 1997, no further Contributory Hours will be credited to the Hour Bank. Any Hour Bank hours accumulated but not drawn prior to January 1, 1997 may be drawn in accordance with the provisions of subparagraph (1) above to meet the minimum 500 Hours of Service or minimum 500 Contributory Hours requirement in any subsequent Calendar Year

f. Credited Service for Qualified Military Service Beginning December 12, 1994.

(1) Commencing December 12, 1994, a Participant who is absent from Covered Employment due to Qualified Military Service shall receive Credited Service for such period of Qualified Military Service if he or she returns to Covered Employment within the period during which he or she retains reemployment rights under USERRA, provided that the Employee retains reemployment rights under Federal law and has met the requirements of paragraphs (A) and (B) below:

- (A) The Employee shall notify the Fund Office in advance or at the commencement of the leave of absence for Qualified Military Service unless the circumstances make it impossible or unreasonable to provide such notice.
- (B) In order to receive benefits in accordance with IRC Section 414(u), the Employee may be required to provide, at the request of the Fund Office, proof of the period of absence due to Qualified Military Service and proof of the Employee's compensation during the 12-month period immediately preceding such period (or, if shorter, the period of employment immediately preceding such period) if the rate of the Employee's compensation but for the period of military service is not reasonably certain. If the period of Qualified Military Service was for more than 30 days, the Employee may also be required to provide documentation to demonstrate that the application for reemployment was timely, and that the period of service was completed under honorable circumstances.

- (2) The Employer who employs an Employee on return from a leave of absence for service in the military shall notify the Fund Office within 30 days of the Employee's return to Covered Employment.
- (3) Credited Service, not to exceed five years, shall be determined in accordance with the schedule in Section 4.3(f) above, based on the average number of hours worked in a week by the Participant during the twelve-month period immediately preceding Qualified Military Service.

Section 4.4 Benefit Units.

- a. **Benefit Units Earned Before January 1, 1967.** A Participant shall receive one Benefit Unit (or a portion thereof) for every Year of Credited Service (or portion thereof) to which he is entitled under Section 4.2.
- b. **Benefit Units Earned Between January 1, 1967 and January 1, 1976.** A Participant shall receive one Benefit Unit (or a portion thereof) for Contributory Hours worked between January 1, 1967 and January 1, 1976 according to the following schedule:

Contributory Hours Worked in Calendar Year	Benefit Units
Less than 350 hours	None
350 to 699 hours	1/4
700 to 1,049 hours	2/4
1,050 to 1,399 hours	3/4
1,400 hours or more	One

- c. **Benefit Units Earned After January 1, 1976 and Before January 1, 1997.** A Participant will receive Benefit Units (or portions thereof) for Contributory Hours worked after January 1, 1976 and before January 1, 1997 according to the following schedule:

Contributory Hours Worked in Calendar Year	Benefit Units
Less than 500 hours	None
500 to 599 hours	5/14
600 to 699 hours	6/14
700 to 799 hours	7/14
800 to 899 hours	8/14
900 to 999 hours	9/14
1,000 to 1,099 hours	10/14
1,100 to 1,199 hours	11/14
1,200 to 1,299 hours	12/14
1,300 to 1,399 hours	13/14
1,400 hours or more	One

d. **Benefit Units Earned After January 1, 1997 and Before January 1, 2004.** On or after January 1, 1997, a Participant earning from 500 to 599 Contributory Hours shall be credited with 5/14 of a Benefit Unit. A Participant shall be credited with an additional 1/14 of a Benefit Unit for each full 100 Contributory Hours above 600. No Benefit Unit credit or portion thereof shall be given for less than 500 Contributory Hours in a Calendar Year. Notwithstanding the foregoing, if a Participant earns a Year of Credited Service under Section 4.3 in a Calendar Year after December 31, 1975, but works less than 500 Contributory Hours, he shall be credited with a pro-rated portion of a full Benefit Unit, in the ratio which his Contributory Hours bear to 1,400 hours.

Exception. A Participant shall not be entitled to Benefit Units for any period preceding a Permanent Break in Service, as defined in Section 4.5.

e. **Benefit Units Earned After January 1, 2004.** On or after January 1, 2004, a Participant earning 500 or more Contributory Hours shall be credited with a pro-rata portion of a Benefit Unit in the ratio the Contributory Hours bear to 1,400 hours. No Benefit Unit credit or portion thereof shall be given for less than 500 Contributory Hours in a Calendar Year. Notwithstanding the foregoing, if a Participant earns a Year of Credited Service under Section 4.3 in a Calendar Year after December 31, 1975, but works less than 500 Contributory Hours, he shall be credited with a pro-rated portion of a full Benefit Unit, in the ratio which his Contributory Hours bear to 1,400 hours.

Exception. A Participant shall not be entitled to Benefit Units for any period preceding a Permanent Break in Service, as defined in Section 4.5.

Section 4.5 Breaks in Service.

a. **General.** A Break in Service incurred before a person becomes a Vested Participant has the effect of canceling his participation, his previous Years of Credited Service and his Benefit Units. However, a Break in Service may be temporary and subject to repair by a sufficient amount of subsequent Credited Service. A longer Break in Service may be permanent. The Break in Service rule does not apply to a Pensioner or a Vested Participant.

- b. **Permanent Breaks in Service before January 1, 1976.** Between January 1, 1967 and December 31, 1975 a person will have incurred a Permanent Break in Service and his Credited Service and accrued benefits were canceled if he failed to earn at least two quarters of Credited Future Service as a result of Contributory Hours of work in any period of three consecutive Calendar Years.
- c. **One Year Break in Service After December 31, 1975.**
 - (1) A person has a One Year Break in Service in any Calendar Year after 1975 in which he fails to complete Five Hundred (500) Hours of Service in Covered Employment. Such person shall continue to be a Participant only as provided in Section 2.2.
 - (2) Hours of Service in Contiguous Non-Covered Employment after December 31, 1975 shall be counted in determining whether a Break in Service has been incurred.
 - (3) A One Year Break in Service is reparable, in the sense that its effects are eliminated if, before incurring a Permanent Break in Service, the Employee subsequently earns two quarters of Credited Service. More specifically, nothing in this paragraph (3) shall change the effect of a Permanent Break in Service.
- d. **Permanent Break in Service After 1975 and Prior to January 1, 1985.** A person has a Permanent Break in Service if he has at least three consecutive One Year Breaks in Service, including at least one after 1975, and the number of consecutive One Year Breaks in Service (in excess of two) equal or exceed the number of full Years of Credited Service which he had previously accumulated. A person with less than four Years of Credited Service on January 1, 1976, who does not earn at least two quarters of Credited Service in either the three-calendar-year period from January 1, 1974 through December 31, 1976 or from January 1, 1975 through December 31, 1977 will have a Permanent Break in Service at the end of such three-year period.
- e. **Permanent Break in Service After 1984.** A person has a Permanent Break in Service if, for any Calendar Year commencing January 1, 1985, the number of consecutive One Year Breaks in Service equals or exceeds the greater of either five years or the number of full years of Credited Service previously accumulated.
- f. **Grace Periods.** A Participant who was absent from Covered Employment shall be allowed a grace period if he failed to earn, during the Contribution Period, the Credited Service required to prevent a Break in Service in accordance with the following provisions:
 - (1) **Disability.**
 - (A) A Participant shall be allowed a grace period of up to three years for each separate and distinct disability if his failure to work in Covered Employment was due to the disability. Disability for the purpose of this Section shall be established by receipt of Workers Compensation temporary disability benefits, State Disability benefits or Social Security Disability benefits. Application for such grace period to be granted must be within thirty-six (36) months of commencement of the disability.

- (2) **Service in the Armed Forces.** A Participant whose failure to earn Credited Service is due to Service in any of the Armed Forces of the United States, shall be allowed a grace period for the period that he retains employment rights under Federal Law, provided the Employee makes himself available for Covered Employment within 90 days after release from active duty or within 90 days after recovery from a disability continuing after his release from active duty.
- (3) **Employment in a Supervisory Capacity by a Contributing Employer.** A Participant shall be allowed a grace period for whatever period his failure to earn Credited Service is due to employment in the electrical industry with a Contributing Employer in a management capacity which falls outside of the scope of the Collective Bargaining Agreement.
- (4) **Maternity, Paternity or Family Leave.** A Participant shall be allowed a grace period due to an absence for maternity, paternity or family leave, as provided in Section 1.14(b). To claim a leave period under this provision, the Participant must have filed with the Fund Office a leave of absence statement from the Participant's employer within 10 days after such leave of absence was granted, setting forth both the reason for and expected duration of the leave of absence. Upon return to work or within 10 days thereafter, the Participant must have notified the Fund Office of the date of return.

A grace period does not add to a Participant's Credited Service. Rather, it is a period which is to be disregarded in determining whether the Participant has earned the Credited Service required to prevent a Permanent Break in Service. In order to secure the benefits of a grace period, a Participant must give written notice to the Trustees and must present such written evidence as the Trustees may, in their sole discretion, determine. The Trustees in their sole and absolute judgment shall determine whether the Participant is entitled to a grace period in accordance with the provisions of this Section unless otherwise provided for herein.

g. **Effect of a Permanent Break in Service.** If a person who has not achieved status as a Vested Participant has a Permanent Break in Service:

- (1) His previous Years of Credited Service and Benefit Units are canceled, and
- (2) His participation is canceled; new participation is subject to the provisions of Section 2.4. Participation and service prior to a Permanent Break in Service will not be considered in determining whether a subsequent Break in Service has occurred. The Break in Service provisions in the Plan in effect at the time of a Break in Service shall apply in determining whether a Participant incurred a Break in Service.

h. **Special Grace Period between January 1, 1970 and December 1, 1987.** Notwithstanding any provision to the contrary in this Article, for pensions having an Annuity Starting Date on or after January 1, 1994, a Participant who was absent from Covered Employment between January 1, 1970 and December 1, 1987 shall be allowed a grace period to prevent a Permanent Break in Service if:

- (1) Participant has a combined total of 10 years of Credited Past Service and Credited Future Service, of which at least 5 years are Credited Future Service;
- (2) Participant worked between January 1, 1970 and December 1, 1987 under contract(s) with another union local affiliated with the International Brotherhood of Electrical Workers (IBEW) that required contributions to an IBEW local area retirement plan;
- (3) Participant's hours of work under the contract(s) in subparagraph (2) would have been sufficient to avoid a Permanent Break in Service had Participant worked those hours as an Employee for whom contributions were required to be made to this Plan; and
- (4) Participant signed an Employee Reciprocal Authorization and Release Form to transfer funds to this Trust at his earliest opportunity while employed under contract(s) with another union local affiliated with the International Brotherhood of Electrical Workers (IBEW) that required contributions to an IBEW local area retirement plan.

The primary source of proof of Participant's hours under the contracts in subparagraph (2) shall be the records of the retirement plan to which contributions were made for Participant. The hours shall be credited hour-for-hour as though Participant had been an Employee for whom contributions were required to be made to this Plan, but only for the purpose of preventing a Permanent Break In Service. No Credited Service or Benefit Units shall accrue as a result of hours credited under this section. Benefit Units to which a Participant may be entitled as a result of the grace period will be valued in accordance with Section 3.3.

Section 4.6 Separation from Covered Employment.

- a. Effective January 1, 1993, a Participant will be deemed to be Separated from Covered Employment at the end of any three consecutive Calendar Year period in which he does not work at least 500 Contributory Hours within one Calendar Year. Said separation shall fix the value of benefit units at the rate prior to separation.
- b. A Grace Period, as defined in Section 4.5(f), does not apply to this section and does not prevent a Separation from Covered Employment. Rather it prevents a Break in Service under Section 4.5.

Section 4.7 Notice of Paternity or Maternity Absence.

Any Participant who claims Credited Service based upon an absence for paternity or maternity reasons as provided in Section 1.14(b) must notify the Trustees in writing not more than 6 months after commencement of such absence. The notice shall specify the name and Social Security number of the Participant, the reason for the qualifying absence, date of commencement, date of return (if any), the number of Hours of Service lost on account of the qualifying absence, and the name of the Participant's Employer at commencement of the absence. The Trustees may require such further information as may be reasonably necessary to verify the reason for the absence and the loss of Hours of Service. The Trustees shall not be required to give credit for Hours of Service based upon a paternity or maternity absence which cannot be verified due to the Participant's failure to give timely notice.

ARTICLE 5:
HUSBAND AND WIFE PENSION

Section 5.1 Effective Date.

- a. **The provisions of this Article do not apply:**
 - (1) To a Pensioner, whose Annuity Starting Date was before February 1, 1976; or
 - (2) To a Vested Participant who had a Separation from Covered Employment before January 1, 1976, and who dies before his Annuity Starting Date, unless he subsequently returned to Covered Employment and earned two quarters of Credited Service as a result of Contributory Hours.

Section 5.2 Husband and Wife Pension.

- a. **Basic benefit.** Unless an optional form of benefit is selected within the 180-day period ending on the Annuity Starting Date, a married Participant's vested accrued pension benefit will be paid in the form of a 50% Husband and Wife Pension. A Husband and Wife Pension is an annuity for the life of the Participant with a survivor annuity for the life of the spouse which is 50% of the amount of the annuity which is payable during the joint lives of the Participant and the spouse and which is the actuarial equivalent of the Regular Pension as provided in Section 5.7, or, if greater, any other optional form of benefit. Optional benefits shall include a 75% contingent Husband and Wife survivor annuity. This will not be subject to the Reversionary Benefit that applies to the 50% option described in b.
- b. **Reversion election.** Married Participants with an Annuity Starting Date on or after February 1, 1993 and their spouses may elect at the time of retirement to receive a Husband and Wife Pension adjusted for a reversion feature that will take effect in the event the Participant's spouse predeceases the Participant. If the reversion feature is elected, then upon the spouse's death the Participant's monthly benefit amount will increase to the amount which the Participant would have received under an annuity for the life of the Participant only. The amount of the Husband and Wife Pension with the reversion will be adjusted according to the factors provided in Appendix D. Except as provided in Appendix D, all Plan rules applicable to Husband and Wife Pensions apply equally to a Husband and Wife Pension with a reversion feature. This does not apply to the 75% Husband-and-Wife Option.

Section 5.3 Pre-retirement Survivor Pension.

- a. Effective August 23, 1984, upon the death of a Participant who, on the date of his death met all the requirements for early retirement benefits except the age requirement, the surviving legal spouse shall be eligible to receive a Pre-retirement Survivor Pension which is a monthly amount equal to one-half of the Husband-and-Wife Pension which would have been payable if the Participant had separated from service on the date of death, survived to age 55, and retired at age 55.
 - (1) For a Participant whose death occurs prior to February 1, 1994, this benefit is payable beginning on the date when the Participant would have reached age 55.

- (2) For a Participant whose death occurs after February 1, 1994, the Pre-retirement Survivor Annuity is payable upon the first day of the month following the death of the Participant. For surviving spouses of Participants who die before age 55, the benefit payable will be calculated as if the Participant had been age 55 on his date of death.
- (3) Benefits commencing after the Participant attains, or would have attained, age 55 will be the actuarial equivalent of the benefit to which the surviving spouse would have been entitled if benefits had commenced at the earliest retirement age under an immediate Husband and Wife Pension in accordance with Section 5.2.

b. A married Participant may reject the Pre-retirement Survivor Pension option (or revoke a previous rejection) at any time between the period beginning on the first day of the Plan Year in which the Participant attains age 35 and ending on the date of the Participant's death. If a Participant has separated from covered employment before the first day of the Calendar Year in which age 35 is attained, such rejection or revocation may be made by that Participant, with respect to benefits accrued before the day of separation only, beginning on the date of separation. Such election shall not be valid unless the Participant receives a written explanation of the Pre-retirement Survivor Pension in such terms as are comparable to the explanation required under Section 5.9. The spouse of a married Participant must consent to the election (or revocation) in writing as provided in Section 5.8. An election to reject shall become irrevocable on the death of the Participant.

c. Notwithstanding paragraph (a) above, the surviving legal spouse may elect in writing to accept payment commencing on the date when the Participant would have reached Normal Retirement Age, in which case the monthly amount shall be equal to one-half of the Husband-and-Wife Pension which would have been payable if the Participant had retired at age Normal Retirement Age. The surviving legal spouse shall have 60 days after the Participant's date of death to make the election in a manner prescribed by the Board of Trustees.

d. Upon the death of a Participant who meets the eligibility requirements of both Section 6.1 and Section 5.3, the surviving legal spouse will be entitled to elect a benefit payable in the form of a death benefit under Section 6.1 or a Pre-retirement Survivor Pension under Section 5.3, but not both. The surviving legal spouse shall have 60 days after the Participant's date of death to make the election in a manner prescribed by the Board of Trustees.

e. The Trust shall have no obligation to pay either the death benefit or Pre-retirement Survivor Pension until it receives the spouse's election. This 60-day election period shall extend by 60 days the time period in which the Trust must determine an applicant's eligibility for benefits. If no election is made within the 60-day election period, the Trustees may in their sole discretion designate irrevocably the Pre-retirement Survivor Pension as the benefit form to be paid. If the surviving legal spouse dies before making an election, the Plan shall pay the death benefit under Section 6.1 and not the Pre-retirement Survivor Pension under this section.

Section 5.4 Death After Normal Retirement Age But Before Retirement.

If a married Participant who has attained Normal Retirement Age dies at a time when he was eligible for a pension, but before retirement or before the Annuity Starting Date, a pension shall be paid to the surviving legal spouse, if any, as if the Husband-and-Wife Pension had been in effect on the day before the Participant died.

Section 5.5 Death Before Normal Retirement Age And Before Retirement.

- a.** A Husband-and-Wife Pension shall be payable to the surviving legal spouse of a married Participant younger than the Normal Retirement Age if the Participant dies after attainment of age 55 but before his Annuity Starting Date, if at the time of his death he was eligible for a pension. If, at the time of his death, the Participant is an Active Participant who satisfies the requirements of Section 3.6(c) and who has accumulated the maximum number of Benefit Units under Section 3.3, then the benefits paid to the surviving legal spouse will be calculated as though the Participant had retired with a Disability Pension under Section 3.6 on the day prior to his death, except that the 7-month waiting period under Section 3.9 shall not apply.
- b.** A Husband-and-Wife Pension shall not be payable to the surviving legal spouse of a Vested Participant who separated from Covered Employment before he was eligible for an Early Retirement Pension and who did not return to work in Covered Employment and earn two quarters of Credited Service as a result of Contributory Hours after age 55. However, the surviving legal spouse of such a Vested Participant who has met the requirements of subsection (a) of this Section 5.5. shall be eligible for the Preretirement Survivor Pension under Section 5.3.
- c.** The benefit amount for the surviving legal spouse shall be determined as if the Participant's Annuity Starting Date had been on the day before he died.

Section 5.6 Disability Retirement Before Age 55.

- a.** If a married Participant's Annuity Starting Date for a Disability Pension occurs before he attains 55, payment shall be made in the form of a Husband-and-Wife Pension, unless the Participant and Spouse have rejected such form of payment in writing and filed the written rejection with the Fund Manager prior to commencement of any payments hereunder.
- b.** In such cases, the Husband-and-Wife Pension shall provide payment to the surviving legal spouse, if any, starting on the later of (1) the first of the month following the death of the Participant, or (2) the first of the month following the date when the Participant would have attained age 55 had he lived.

Section 5.7 Adjustment of Pension Amount.

- a.** When a Husband-and-Wife Pension becomes effective, the amount of the Participant's monthly pension is reduced by the appropriate factor in the Husband-and-Wife Pension factors in Appendix D.

b. In the event that it should subsequently be determined that the inclusion of tables of Husband-and-Wife Pension factors in the Plan is no longer necessary to qualify the Plan as exempt under the Internal Revenue Code, and it is permissible to use formulas adopted by the Board based on the principles of overall actuarial equivalence instead, subsection (a) of this Section 5.7 shall be deemed to have been eliminated pro tanto and formulas shall be adopted by the Trustees.

Section 5.8 Benefit Elections.

a. **Election period.** The period in which an election may be made to reject (or revoke a rejection) of a Pre-retirement Survivor Pension begins on the first day of the Calendar Year in which the Participant attains age 35 and ends on the date of the Participant's death. If a Participant separates from service prior to the first day of the Calendar Year in which age 35 is attained, with respect to benefits accrued prior to separation, the election period shall begin on the date of separation.

b. **Pre-age 35 Waiver.** A Participant who has not yet attained age 35 as of the end of any current Calendar Year may make a special qualified election to waive the Pre-retirement Survivor Pension for the period beginning on the date of such election and ending on the first day of the Calendar Year in which the Participant will attain age 35. Such election shall not be valid unless the Participant receives a written explanation of the Pre-retirement Survivor Pension as provided in Section 5.9 and the Participant's spouse consents to the waiver as provided in paragraph (a). Pre-retirement Survivor Pension coverage will be automatically reinstated as of the date on which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of this Article.

c. **Requirements for election.** Effective January 1, 1985, a waiver of a Husband and Wife Pension or a Pre-retirement Survivor Pension shall not be effective unless:

- (1)** The Participant's spouse consents in writing to the election;
- (2)** The election designates a specific alternate beneficiary, or any class of beneficiaries or any contingent beneficiaries to receive the Death Benefit provided in the Plan, which may not be changed without spousal consent (or the spouse expressly permits a change of designations by the Participant without any further spousal consent);
- (3)** The spouse's consent acknowledges the effect of the election; and
- (4)** The spouse's consent is witnessed by a Plan representative or a Notary Public.

If it is established to the satisfaction of the Fund Manager that such written consent may not be obtained because there is no spouse or the spouse cannot be located, a waiver will be deemed a qualified election.

d. Any consent by a spouse obtained under this Section (or establishment that the consent of a spouse may not be obtained) shall be effective only with respect to such spouse. A consent that permits designations by the Participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific

beneficiary, and a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time prior to the commencement of benefits. The number of revocations is not limited. No consent obtained under this Section shall be valid unless the Participant has received notice as provided in this section.

Section 5.9 Notice Requirements.

- a.** In the case of a Husband and Wife Pension, the Fund Manager shall provide each Participant no less than 30 days and no more than 180 days prior to the Annuity Starting Date a written explanation of:
 - (1)** The terms and conditions of a qualified joint and survivor annuity;
 - (2)** The Participant's right to make an election to waive the qualified joint and survivor annuity form of benefit;
 - (3)** The effect of a Participant's election to waive the qualified joint and survivor annuity form of benefit.
 - (4)** The rights of a Participant's spouse;
 - (5)** The right to make, and the effect of, a revocation of a previous election to waive the qualified joint and survivor annuity; and
 - (6)** The relative values of the various optional forms of benefit under the Plan.

Notwithstanding the foregoing, a Participant may waive, with his spouse's consent, the 30-day period and commence receiving benefits after seven days following receipt of the written explanation.

- b.** In the case of a Pre-retirement Survivor Pension, the Fund Manager shall provide each Participant within the applicable period for such Participant a written explanation of the Pre-retirement Survivor Pension in such terms and in such a manner as would be comparable to the explanation provided for meeting the requirements of paragraph (a) of this section. The applicable period for a Participant is whichever of the following periods ends last:
 - (1)** The period beginning with the first day of the Calendar Year in which the Participant attains age 32 and ending with the close of the Calendar Year preceding the Calendar Year in which the Participant attains age 35;
 - (2)** A reasonable period ending after the individual becomes a Participant; and
 - (3)** A reasonable period ending after this article first applies to the Participant.

Notwithstanding the foregoing, notice will be provided within a reasonable period ending after Separation from Covered Employment in case of a Participant who separates from Covered Employment before attaining age 35. A reasonable period ending the enumerated events described in (2) and (3) is the end of the two year period beginning one year prior to the date the applicable event occurs and ending one year after that date. In the case of a Participant who separates from service before the Calendar Year in which age 35 is attained notice shall be provided within the two year period beginning one year prior to separation and ending one year after separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for such Participant shall be redetermined. Annual or biennial notices in general mailings to all Participants will satisfy this requirement.

Section 5.10 Additional Conditions.

- a.** Effective January 1, 1985, a Husband-and-Wife Pension (or a Pre-retirement Survivor Pension under Section 5.3) shall not be effective under the following circumstances:
 - (1)** The Participant and spouse were not legally married to each other throughout the one year period ending on the earlier of:
 - (A)** the Participant's death, or
 - (B)** the Participant's Annuity Starting Date.
 - (2)** For purposes of paragraph (1), if the Participant marries within one year before the Annuity Starting Date, and, on the date of the Participant's death, he has been married to that spouse for the one-year period preceding his death, such Participant and such spouse shall be treated as having been married throughout the one-year period ending on or before the Participant's Annuity Starting Date. The Participant must notify the Plan in writing when he has been married for one year and provide such evidence as the Trustees may require so that the Plan may adjust his benefit for the payment of a survivor annuity. The Trust shall have the right to adjust the Participant's benefit or the surviving spouse's benefit for the excess amounts paid prior to notice.
- b.** The Trustees shall be entitled to rely on the written representation last filed by the Participant before his pension payments commenced as to whether he or she is married. This reliance shall include the right to deny benefits to a person claiming to be the legal spouse of a Participant in contradiction to the aforementioned representation of the Participant.

Section 5.11 Cash-Out Provision.

Before the Annuity Starting Date, the Plan shall distribute in a lump sum the Actuarial Present Value of the Husband-and-Wife Pension or a Pre-retirement Survivor Pension under Section 5.3 to an eligible surviving legal spouse if the Actuarial Present Value determined in accordance with Section 3.16 is less than \$5,000.

ARTICLE 6:
DEATH BENEFITS AND PRE-RETIREMENT SURVIVOR BENEFITS

Section 6.1 Death Benefits.

- a. Upon the death of a Participant who meets the requirements described below, 60 monthly payments will be made to the Participant's Beneficiary in an amount determined in accordance with Section 3.3:
 - (1) The Participant was eligible for an Early Retirement Pension at the time of his death, or
 - (2) The Participant accumulated at least 10 Years (15 years for Participants whose deaths occurred prior to May 16, 1985) of Credited Service (without a Permanent Break in Service), excluding any Credited Service earned as a result of Non-Contributory Hours of Service after the Contribution Date; and
 - (3) As a result of actual work in Covered Employment, he earned at least two quarters of Credited Future Service in a period of three consecutive Calendar Years prior to the Calendar Year in which he died.
- b. Benefits provided by this Section shall not be payable if a surviving legal spouse is entitled to benefits under a Husband-and-Wife Pension or Preretirement Survivor Pension (Article 5) at the time of death unless the surviving legal spouse makes an election to waive those benefits under Sections 5.3(d) or 5.8(c).
- c. If the deceased Participant formerly received a Pension, the aggregate amount of the 60 payments due his Beneficiary shall be reduced by the total amount paid to him as pension payments.

Section 6.2 Sixty-Month Guarantee or Certain Feature.

- a. If a Pensioner dies prior to having received 60 monthly payments, monthly payments shall be continued until a total of 60 such payments have been made to the Pensioner and his Beneficiary. The payments will cease after a total of 60 monthly payments have been made.
- b. This benefit shall not be payable if payments were due under the Husband-and-Wife Pension or Preretirement Survivor Pension (Article 5) at the time of death.

Section 6.3 Designation of Beneficiary.

- a. Subject to the provisions of paragraph (b), a Participant or Pensioner may designate a Beneficiary or Beneficiaries to receive any payments due and payable but not actually paid prior to the death of the Participant or Pensioner or any benefit provided in accordance with Sections 6.1 and 6.2 by forwarding such designation on a form acceptable to the Board of Trustees to the Fund Office. A

Participant or Pensioner shall have the right to change his Designation of Beneficiary without the consent of the Beneficiary (other than the Participant's spouse), but no such change shall be effective or binding on the Board unless it is received by the Board prior to the time any payments are made to the Beneficiary whose designation is on file with the Fund Office. Any payments due and payable but not actually paid prior to the death of the Pensioner or any benefits provided in accordance with this Article shall be paid to the designated beneficiary. The Trustees shall be entitled to reject any change of designation received by the Fund Office less than thirty (30) days prior to the death of the Participant or Pensioner. If a designated Beneficiary dies prior to the receipt of one or more of the payments, such payments shall then be paid in accordance with the procedure provided in Section 6.4.

- b.** Except as otherwise provided in a Qualified Domestic Relations Order, a married Pensioner or other Participant who designates anyone other than his spouse as a Beneficiary shall be required to obtain his spouse's consent to such designation or any change in such designation, in a form or manner prescribed by the Board
- c.** No payment will be made to any Beneficiary who has died before the Participant. Except as otherwise provided in a Qualified Domestic Relations Order, payment will not be made to a former spouse after a divorce unless the Participant reaffirms in writing the designation to the Fund Office of the former spouse.

Section 6.4 Lack of a Designated Beneficiary.

- a.** If no designated Beneficiary is alive at the time any benefits are payable as a result of a Participant's or Pensioner's death, any benefits due and payable but not actually paid prior to his death, and any benefits provided under this Article, shall be paid to the spouse of the Participant or Pensioner if then living, or, if there is no spouse then alive, such payments shall be made to the surviving children of the Participant or Pensioner, in equal shares, or if none, to the executor or administrator for his estate. If benefits are payable to the surviving legal spouse but not actually paid prior to the spouse's death, and the spouse dies without having designated a Beneficiary under section 6.3, the Trust will pay benefits under Article 6 to the Beneficiary or Beneficiaries designated by Participant. If there is no such designation, any benefits will be payable pursuant to this Section 6.4. In no circumstance shall any amount be payable to any public agency under the laws of escheat.

ARTICLE 7: APPLICATIONS, BENEFIT PAYMENTS, AND RETIREMENT

Section 7.1 Applications.

- a.** A pension must be applied for in writing in a form and manner prescribed by the Trustees and filed with the Trustees at the Fund Office in advance of the Annuity Starting Date. Except as provided in Section 7.5, a pension shall first be payable for the first month after the month in which the application is filed.
- b.** Benefits will be deemed suspended under Section 7.9 without action of the Trustees, special notice (except as provided in this section) or right of review (except as provided in Section 7.3) as to any Participant who attains Normal Retirement Age while eligible to receive a Regular Pension under Section 3.2 until the Participant makes the application required by this Section and supplies the information and proof required by Section 7.2, and the application is approved by the Trustees. The Fund Manager will inform every Participant not receiving a pension benefit upon the Participant's attaining Normal Retirement Age of the suspension of his benefits pending compliance with the requirements of this section. Notice may be given in a general mailing to all Participants by first class mail during the first calendar month of each Calendar Year, but in any Calendar Year in which such a mailing is not made, each Participant not receiving a pension benefit shall be given special notice by personal delivery or first class mail during the first calendar month following the Participant's attainment of Normal Retirement Age.
- c.** **Benefit adjustment following Normal Retirement Age.** Effective January 1, 1989, with the exception of Participants employed after Normal Retirement Age in employment described in Section 7.9(b), the Normal Retirement Benefit for any Participant retiring after Normal Retirement Age shall be increased actuarially in accordance with Section 7.17 to take into account the Participant's age at the time of retirement.
- d.** An application for a Disability Pension shall be considered timely if the Social Security Disability Benefit entitlement notice is filed with the Administrative Office of the Trust within six months of the date of the determination by the Social Security Administration that the applicant is entitled to a Social Security Disability Benefit, but a Disability Pension shall be payable only as provided in Section 3.9.

Section 7.2 Information and Proof.

Every Participant or Pensioner shall furnish, at the request of the Trustees, any information or proof reasonably required to determine his benefit rights. If an applicant willfully makes a false statement material to an application, furnishes fraudulent information or proof material to his claim, or fails to provide the notifications required, benefits under this Plan may be denied, suspended, or discontinued. The Trustees shall have the right to recover any benefit payments made prior to the receipt of any required notifications, or made in reliance (1) on any material false or fraudulent statement, information or proof submitted by a Participant or Pensioner, (2) upon a designation of Beneficiary, written election or waiver subsequently determined to have been made without legal authority or by a person not competent to make it, or (3) upon a court order subsequently reversed or invalidated. The

Trustees shall have the right to discontinue that portion of any benefit that a Pensioner receives based upon any incorrect information that materially affects the benefit paid, whether or not any person, in providing that information, acted in a manner which was willful or fraudulent.

Section 7.3 Action of Trustees.

- a.** The Trustees shall in their absolute discretion, subject to the requirements of the law, be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan and the Reciprocal Agreement, and decisions of the Trustees shall be final and binding on all parties.
- b.** Wherever in the Plan or the Reciprocal Agreement the Trustees are given discretionary powers, the Trustees shall exercise such powers in a uniform and non-discriminatory manner.

The procedure for appealing a decision of the Fund Manager concerning the interpretation, application or enforcement of provisions of the Plan is described in paragraph (a) of this section.

- a. General**

- (1)** In the event of any dispute between the Trustees and any Employee, Participant, Pensioner or Beneficiary concerning the interpretation, application, or enforcement of any of the provisions of the Plan, the disputant shall notify the Board of Trustees, in writing, of the facts underlying the dispute, the sections and subsections of the Plan contended to have been incorrectly interpreted, applied or enforced, the date such action occurred, and the remedy sought. The Trustees retain absolute discretion under the Plan to interpret its provisions and make factual determinations affecting eligibility for and amount of benefits. Notice required hereunder shall be submitted to the fund manager within 60 days of the date the disputant had or reasonably could be considered to have had knowledge of the event or events resulting in the dispute. No Participant, Employee or Beneficiary shall have any right or claim for benefits under the Pension Plan other than as specifically provided in the Plan.
- (2)** Any person whose application for benefits under the Plan has been denied in whole or in part or whose claim to benefits or against the Fund is otherwise denied, shall be notified in writing of the adverse determination and the reasons therefore and may petition the Board of Trustees for a review. A petition for review shall be in writing, shall state in clear and concise terms the reason or reasons for disputing the determination, shall be accompanied by any pertinent documentary materials not already furnished to the Fund, and shall be filed with or received by the Fund Manager within 60 days after the date shown on the notice to the petitioner of the determination.
- (3)** Upon good cause shown, the Trustees shall permit the petition to be amended or supplemented and shall grant a hearing on the petition to receive and hear any evidence or argument which cannot be presented satisfactorily by correspondence. The failure to file a petition for review within the 60-day period, or the failure to appear and

participate in any such hearing, shall constitute a waiver of the applicant's right to review of the determination on the basis of the information and evidence submitted prior to the determination or hearing, as the case may be, provided that the Board of Trustees may relieve an applicant of any such waiver for good cause if application for such relief is made within one year after the date shown on the notice of determination. Such failure will not, however, preclude the applicant from establishing eligibility for benefits at a later date based on additional information and evidence which was not available to the applicant at the time of the determination or hearing.

- (4) Upon receipt of a petition for review, the Trustees shall proceed to review the administrative file, including the petition for review and its contents. A decision by the Trustees shall be made promptly and not later than 60 days after receipt of the petition by the Administrative Office unless special circumstances (such as the petitioner's right to request a hearing) requires an extension of time for processing, in which case the petitioner shall be advised of the extension of time for processing in writing and a decision shall be rendered as soon as possible, but not later than 120 days after receipt of the request for review. The petitioner shall be advised of the decision of the Trustees in writing. Failure to follow these procedures or otherwise exhaust administrative remedies provided herein or pursuant to ERISA precludes Federal or State Court review of the Trustees' decision.
- (5) The Trustees may act at a regular meeting of the Board of Trustees or may designate a subcommittee to act in the place and stead of the Board of Trustees in the review of any petition, the granting of a hearing on a petition, the acceptance of extensions or the performance of any other act that could be performed by the Board of Trustees under this section. Any action by an appointed subcommittee of the Board of Trustees shall be considered to be an action by the Board of Trustees.

7.4 Benefit Payments Generally.

- a. **Annuity Starting Date.** A Participant who is eligible to receive benefits under this Plan and makes application in accordance with the rules of this Pension Plan shall be entitled upon retirement to receive the monthly benefits provided for the remainder of his life, subject to the provisions of this Plan. Benefit payments shall be payable commencing with the first day of the month following the month in which the Participant has fulfilled all the conditions of entitlement to benefits. Such first day is the "Annuity Starting Date" of the Participant's pension.
- b. Unless the Participant elects otherwise, payment of benefits shall not begin later than the 60th day after the later of the close of the Plan Year in which:
 - (1) The participant attains Normal Retirement Age, or
 - (2) The Participant terminates his Covered Employment and retires, as that term is defined in Section 7.8.

- c. A Participant may make an election, in writing, filed with the Trustees to receive benefits first payable for a later month, provided that no such election may postpone the commencement of benefits to a date later than the Participant's Required Commencement Date, as that term is defined in Section 1.20, except in compliance with Section 1.21(a)(2).
- d. In the event that a Participant does not make application in accordance with the rules of the Pension Plan prior to the time that commencement of payment is required, the Trustees shall be entitled to assume, until they receive verifiable evidence to the contrary, that the Participant is a married person, that the Participant's spouse is 20 years younger than the Participant for application of the actuarial adjustment, and that the only Credited Service to which the Participant is entitled is based on Contributory Hours as defined in Section 1.10.
- e. However, no payment will be required if the Trustees are not able to confirm the Participant's current address after sending notice by certified mail within 60 days after the date on which the Participant attains age 70 to the last address shown on the records of the Trust and identical notice addressed to the Participant in care of his last Contributing Employer. The notice shall advise the Participant that he must make application under Section 7.1 within 60 days after the date on which the notice is mailed or his benefit will be deemed suspended from the date on which payment is required to commence until proper application is made and approved by action of the Trustees. Benefits suspended under this section shall not be forfeited.

Section 7.5 Lump-Sum Payment in Lieu of Monthly Benefit.

- a. If at the time a monthly benefit becomes payable to a Participant, surviving legal spouse or Beneficiary, the Actuarial Present Value of such monthly benefit is \$5,000 or less, the Board of Trustees shall pay to the Participant or surviving legal spouse or Beneficiary in a lump-sum the amount of the Actuarial Present Value, in lieu of the monthly benefit otherwise payable.
- b. For purposes of this Section, Actuarial Present Value shall be determined in accordance with Section 3.16 except that the following procedure shall apply to benefits immediately payable to a Participant if it results in a larger lump-sum amount:
 - (1) For a Participant who is eligible for a Regular, Early or Deferred Vested Pension, the lump-sum amount shall be \$119.00 for each \$1.00 of pension if the Participant is age 60. The factor is increased by \$.18 for each month the Participant is younger than age 60 subject to a maximum of 99%; or decreased by \$.21 for each month the Participant is older than age 60.
 - (2) For a Participant who is eligible for a Disability Pension, the lump-sum amount shall be \$102.00 for each \$1.00 of Pension if the Participant is age 45. The factor is increased by \$.04 for each month the Participant is younger than age 45; or decreased by \$.10 for each month the Participant is older than age 45.
- c. After the Annuity Starting Date, or if the Actuarial Present Value of the benefit exceeds \$5,000, the Plan cannot distribute the benefit in a lump sum unless the Participant and his legal spouse consent in writing to the distribution.

Section 7.6 Rounding of Benefit Amount.

If the amount of any monthly benefit payment payable under the Plan is not a multiple of \$.50, the amount shall be rounded upon to the next multiple of \$.50.

Section 7.7 Retirement.

- a. **Before Normal Retirement Age.** To be deemed retired before he has attained Normal Retirement Age, a Pensioner must cease and refrain from work in Covered Employment or from employment of any kind for wages or profit in the Electrical Industry in the United States. The term “Electrical Industry” means all branches of the trade and includes work of any kind for any employer performing work primarily in the Electrical Industry.
- b. **After Normal Retirement Age and Before Required Commencement Date.** To be deemed retired after he has attained Normal Retirement Age and before the Required Commencement Date, a Pensioner must refrain from employment of 40 hours or more during any calendar month:
 - (1) In the eleven counties comprising the San Francisco Bay Area (Alameda, Contra Costa, Marin, Napa, San Francisco, Santa Clara, San Mateo, Solano, Sonoma, San Joaquin and Calaveras), and at such time as this Trust is a party to the Electrical Industry Pension Reciprocal Agreement, throughout the State of California and in any other state in the United States in which employers make or are required to make contributions for Employees to a Participant Fund, determined as of the time that the payment of benefits commenced or would have commenced if the Participant had not returned to employment;
 - (2) In work of the type performed by Employees covered by the Plan on the Pensioner’s Annuity Starting Date; and
 - (3) Which required directly or indirectly the use of the same skills employed by Employees on the Pensioner’s Annuity Starting Date.
- c. **After Required Commencement Date.** Notwithstanding the foregoing paragraph (b), commencing April 1 of the Calendar Year following the Calendar Year in which a Participant attains age 70 1/2, the Participant may be employed in any capacity and be considered retired and entitled to a pension under the Plan.

Section 7.8 Suspension of Pension Payments.

- a. **Before Normal Retirement Age.** If a Pensioner is employed in work of the type described in subsection 7.8(a), his pension payments shall be suspended for a period equal to the number of months during which he is so employed. Pension payment shall also be suspended for additional periods as stated in (1) and (2) which immediately follow the foregoing period, except with respect to a person who received a Disability Pension prior to such employment.

- (1)** Three months.
 - (2)** At the discretion of the Trustees, up to 12 months in addition to the amounts under subparagraph (1) if the Pensioner fails to satisfy the notice requirements of Section 7.9(d).
- b. After Normal Retirement Age and Prior to Required Commencement Date.** If a Pensioner becomes employed in work of the type described in subsection 7.8(b) after Normal Retirement Age, his pension payments shall be suspended for any calendar month of such employment prior to the Required Commencement Date. After he ceases such employment, his pension shall commence with the first month following the cessation of employment of the type described in subsection 7.8(b).
- c. After Required Commencement Date.** After the Required Commencement Date, the provisions of Section 7.5(d) shall apply.
- d. Notices.**
 - (1)** Upon commencement of pension payments, the Trustees shall notify the Pensioner of the Plan rules governing suspension of benefits, including identity of the industries and area covered by the Plan. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Pensioner if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.
 - (2)** A Pensioner shall notify the Plan in writing within 31 days after starting any work of a type that is or may be prohibited under the provisions of Section 7.8 and without regard to the number of hours of such work.
 - (3)** If a Pensioner has worked in prohibited employment in any month after Normal Retirement Age, and has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he worked for at least 40 hours in such month and any subsequent month before the Pensioner gives notice that he has ceased prohibited employment. If a Pensioner has worked in prohibited employment in any month at a construction site, the Trustees shall presume that he has been engaged in that employment since that Employer commenced the same work at the site. The Trustees shall act upon a presumption only where it is reasonable under the circumstances to do so. The Pensioner shall have the right to overcome such presumption by establishing that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits.
 - (4)** The Trustees shall inform all retirees periodically of the re-employment notification requirements and the presumptions set forth in this paragraph (d)
 - (5)** A Pensioner whose pension has been suspended shall notify the Plan when prohibited employment has ended. The Trustees shall have the right to hold back benefit payments until such notice is filed with the Plan.

(6) A Pensioner may ask the Fund Manager whether a particular employment will be prohibited. Said request must be in writing, detailing the nature of the employment. The Fund Manager shall provide the Pensioner with a determination in writing within thirty days after receipt of the request. Any such determination may be reviewed, modified or reversed by the Board of Trustees at any time, but no modification or reversal shall affect the Pensioner's right to receive retirement benefits for any period prior to ten days after the Fund Manager mails notice of the Trustees' decision. A request for review of that determination will not delay its effective date.

(7) The Plan shall inform a Pensioner of any suspension of his benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, copy of the relevant provisions of the Plan, reference to the applicable regulation of the U.S. Department of Labor, and a statement of the procedure for securing a review of the suspension. In addition, the notice shall describe the procedure for the Pensioner to notify the Plan when his prohibited employment ends. If the Plan intends to recover prior overpayments by offset under subsection f(2), the suspension notice shall explain the offset procedure and identify the amount expected to be recovered, and the periods of employment to which they relate.

e. **Review.** A Pensioner shall be entitled, in accordance with Section 7.4, to a review of a determination suspending his benefits by written request filed with the Trustees within 60 days of the notice of suspension. The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be prohibited.

f. **Waiver During Emergency Manpower Shortage.**

(1) The Trustees may at their discretion and by resolution temporarily waive the operation of the suspension of benefits rules under paragraphs (a) and (b) of this Section 7.9. The waiver may be for up to three consecutive months upon receipt of certification from the Association and the Union that there exists in the jurisdiction of the Union a manpower emergency. A temporary waiver will allow a Pensioner to return to work under the Collective Bargaining Agreement without a suspension of benefits, but only during the period of the emergency manpower shortage specified in the resolution. A further resolution will be required to extend the period.

(2) The Union must certify to the Fund Manager at least monthly the name of each Pensioner dispatched to work under the manpower emergency rules.

g. **Resumption of Benefit Payments.**

(1) Benefits shall be resumed for months after the last month for which benefits were suspended, with payments beginning no later than the third month after the last calendar month for which the Pensioner's benefit was suspended, provided the Pensioner has complied with the notification requirements of paragraph (d)(2) above.

(2) Overpayments attributable to payments made for any month or months for which the Pensioner had prohibited employment shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after the Pensioner attained Normal Retirement Age shall not exceed twenty-five (25) percent of the pension amount, except for the first pension payment made upon resumption after a suspension. If a Pensioner dies before recoupment of overpayments has been completed, deductions shall be made from the benefits payable to his surviving spouse, subject to the twenty-five (25) percent limitation on the rate of deduction.

h. **Annual certification.** As a condition to receiving future benefit payments, each Pensioner shall be required to certify annually and more frequently where appropriate that he is unemployed and was unemployed during the prior year. If the Pensioner becomes employed, he may be required to provide factual information to the Fund Manager sufficient to establish that the employment is not prohibited under Sections 7.8 and 7.9.

Section 7.9 Benefit Payments Following Suspension.

a. Nothing in this Section shall be understood to extend any benefit increase or adjustment effective after the Pensioner's initial retirement to the amount of pension upon resumption of payment, except to the extent that it may be expressly directed by other provisions of the Plan.

b. The monthly amount of pension when resumed after suspension shall be determined under subsections (a)(1) or (2), whichever is applicable, and adjusted for any optional form of payment in accordance with subsection (a)(3).

(1) **Resumption before Normal Retirement Age.** The amount shall be determined under this paragraph if, upon resumption (the end of the first month for which payment is resumed) the Pensioner had not yet attained Normal Retirement Age. The amount, based on the adjusted age, shall be determined as if it were then being determined for the first time, using benefit rates in effect at the time of the initial retirement for benefits earned prior to the disqualifying work activity. The adjusted age shall be the age of the Pensioner at the beginning of the first month for which payment is resumed, reduced by the months for which he previously received benefits to which he was entitled.

(2) **Resumption after Normal Retirement Age.** The amount shall be determined under this paragraph if, upon resumption (the end of the first month for which payment is resumed), the Pensioner had attained Normal Retirement Age. The amount shall be determined as if it were then being determined for the first time, using benefit rates in effect at the time of the initial retirement for benefits earned prior to the disqualifying work activity unless expressly otherwise provided under the Plan, but on the basis of an adjusted age. The adjusted age shall be the Pensioner's Normal Retirement Age, reduced by the months for which he previously received benefits to which he was entitled.

- (3) The amount determined under the paragraphs (a)(1) and (a)(2) shall be adjusted for the Husband and Wife Pension, if applicable.
- c. Suspension of pension benefits before Normal Retirement Age in accordance with Section 7.9(a), because of employment of the type for which a pension would not be suspended after Normal Retirement Age, shall not reduce the Pensioner's pension below the actuarial equivalent of the pension payable at his Normal Retirement Age. To the extent necessary to avoid such reduction, the monthly amount of the pension shall be adjusted so as not to deprive the Pensioner of the value of the pension as payable to him at his Normal Retirement Age.
- d. **Recomputation of benefits.** A Pensioner who returns to Covered Employment for an insufficient period of time to complete a Year of Credited Service, shall not, on subsequent termination of employment, be entitled to a recomputation of his pension amount based on the additional service. If a Pensioner returns to Covered Employment and completes a Year of Credited Service, he shall, upon his subsequent retirement, be entitled to a recomputation of his pension amount, based on any additional Benefit Units.
 - (1) **Before Normal Retirement Age.** Additional benefits accrued by a Participant in Covered Employment before Normal Retirement Age during a period in which benefit payments are required to be suspended under Section 7.9(a) will be determined as of the Participant's new Annuity Starting Date, unaffected by previously suspended pension benefits which may be resumed in accordance with Section 7.10.
 - (2) **After Normal Retirement Age.** Any additional benefits accrued by a Participant in Covered Employment after Normal Retirement Age during a period in which benefits are required to be suspended under Section 7.9(b) will be determined at the end of each Calendar Year and will be payable as of February 1 following the end of the Plan Year in which it accrued, provided payment of benefits at that time is not suspended pursuant to Section 7.9 or postponed due to the Participant's continued employment. Additional benefits that are not suspended or postponed will be paid in the payment form in effect for the Participant as of the Annuity Starting Date most recently preceding the date the additional benefits became payable, if such Annuity Starting Date had been established after Normal Retirement Age. Otherwise, the additional benefits shall be determined as of the Participant's new Annuity Starting Date
- e. If an Early Retirement Pensioner returns to Covered Employment and accrues additional Benefit Units, the monthly benefit payable for each Benefit Unit earned before his previous period(s) of retirement shall not be increased upon his subsequent retirement, even though there may have been a subsequent increase in the amount payable by the Plan for each Benefit Unit. He shall, however, upon his subsequent retirement be entitled to receive an increased pension based only on Benefit Units accumulated after his return to work in Covered Employment, at the benefit level then payable by the Plan for those Benefit Units earned subsequent to retirement.

- f. A Husband and Wife Pension in effect immediately prior to suspension of benefits and the Pensioner's Sixty-Month Guarantee of benefits shall remain effective if the Pensioner's death occurs while his benefits are in suspension. If a Pensioner has returned to Covered Employment, he shall not be entitled to a new election as to the Husband and Wife Option.
- g. However, if the Pensioner has returned to Covered Employment and has earned at least one year of Credited Future Service following dissolution of the Pensioner's marriage, the Pensioner may be entitled to a new election as to the Husband and Wife Option, subject to the conditions of Section 5.8.
- h. **Recomputation of benefits beyond Required Commencement Date.** In the case of a person whose benefits must be paid because he has reached the Required Commencement Date without requesting a waiver pursuant to Section 1.21, notwithstanding his continued employment, recomputation of the benefit amount shall be made annually following the end of the Plan Year, subject to the requirement of paragraph (c) above that the Participant must have completed at last one Year of Credited Service following a return to Covered Employment.

Section 7.10 Nonforfeityability.

- a. ERISA requires that certain of the benefits under this Plan be non-forfeitable.
- b. A Participant acquires a non-forfeitable right to a Regular Pension at Normal Retirement Age after completion of five Years of Service ("Years of Service" as used in this Section means those years of service required to be credited in accordance with IRC Section 411 and Section 203 of ERISA and as further defined by the applicable regulations). Periods of service and breaks in service are defined for that purpose under this Plan on the basis of all hours of service. A Participant's right to his Regular Pension is non-forfeitable upon his attainment of Normal Retirement Age, except to the extent that benefits are canceled pursuant to Section 8.5 because the Employer has ceased to contribute to the Plan with respect to the employment unit in which the Participant was employed.
- c. ERISA also provides certain limitations on any plan amendment that may change the Plan's vesting schedule. In accordance with those legal limitations, no amendment of this Plan may take away a Participant's non-forfeitable right to a Regular Pension at Normal Retirement Age, if he has already earned it at the time of the amendment. Also, an amendment may not change the schedule on the basis of which a Participant acquires such a right, unless the option of achieving such a non-forfeitable right on the basis of the pre-amendment schedule is given to:
 - (1) Each Participant who has one hour of service on or after February 1, 1990 and at least three Years of Credited Service at the time the amendment is adopted or effective (whichever is later).

(2) Each Participant who has one hour of service before February 1, 1990 and at least five Years of Credited Service at the time the amendment is adopted or effective (whichever is later).

That option may be exercised within 60 days after the latest of the following dates:

- (1) When the amendment was adopted,
- (2) When the amendment became effective, or
- (3) When the Participant was given written notice of the amendment.

Section 7.11 Incompetence or Incapacity of a Pensioner or Beneficiary.

In the event it is determined to the satisfaction of the Trustees that a Pensioner or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due may be applied, in the discretion of the Trustees, to the maintenance and support of such Pensioner or Beneficiary or to such person as the Trustees in their sole Beneficiary in the manner decided by the Trustees, unless, prior to such payment, claim shall have been made for such payment by a legally-appointed guardian, committee, or other legal representative appropriate to receive such payments on behalf of the Pensioner or Beneficiary.

Section 7.12 Nonassignment of Benefits and Qualified Domestic Relations Orders.

- a. No Participant, Pensioner or Beneficiary entitled to any benefits under this Pension Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner his legal or beneficial interest, or any interest in assets of the Pension Trust, or benefits of this Pension Plan. Neither the Pension Trust nor any of the assets thereof, shall be liable for the debts of any Participant, Pensioner or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment or execution of process in any court or action or proceeding.
- b. **Exception.** A payment made pursuant to a “Qualified Domestic Relations Order,” which creates or recognizes the right of a spouse, former spouse, child, or other dependent of a Participant to receive all or part of the benefits payable to a Participant, is not a prohibited assignment or alienation under this Section. “Qualified Domestic Relations Order” means a judgment, decree, or order made pursuant to state law which creates or recognizes the existence of a spouse, former spouse, child or other dependents’ rights to all or a portion of the benefits payable to a Participant under the Plan.

Section 7.13 No Right To Assets.

No person other than the Trustees of the Pension Trust shall have any right, title or interest in any of the income, or property of any funds received or held by or for the account of the Pension Trust, and no person shall have any vested right to benefits provided by the Pension Plan except as expressly provided herein.

Section 7.14 Maximum Benefit Limitations.

a. Basic limitation.

- (1) This subsection applies regardless of whether any Participant is or has ever been a Participant in another qualified plan maintained by any Employer contributing to this Plan. If any Participant is or has ever been a Participant in another qualified plan maintained by any Employer contributing to the Plan, or a welfare benefit fund, as defined in IRC Section 419(e), maintained by the Employer, or an individual medical account, as defined in IRC Section 415(1)(2), which provides an Annual Addition, subsection (b) is also applicable to that Participant's benefits.
- (2) The Annual Benefit otherwise payable to a Participant at any time will not exceed that maximum permissible amount under IRC Section 415. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the maximum permissible amount, the rate of accrual will be reduced so that the Annual Benefit will equal the maximum permissible amount.

b. Annual Benefit. "Annual Benefit" means a retirement benefit under the plan which is payable annually in the form of a straight life annuity. Except as provided below, a benefit payable in a form other than a straight life annuity must be adjusted to an actuarially equivalent straight life annuity before applying the limitations of this section. The interest rate assumption used to determine actuarial equivalence will be the greater of the interest rate used to determine Actuarial Present Value under this Plan or five percent. No actuarial adjustment to the benefit is required for (1) the value of a qualified joint and survivor annuity, (2) the value of benefits that are not directly related to retirement benefits (such as a qualified disability benefit, Pre-retirement death benefits, and post-retirement medical benefits), and (3) the value of post-retirement cost-of-living increases, if such were to be made part of this or another plan, made in accordance with IRC Section 415(d) and Treasury Regulation Section 1.415-3(c)(2)(iii).

c. Benefit Purchase at Time of Retirement. Notwithstanding any of the foregoing at the time of retirement under any provision of this Plan a participant may elect to increase his or her monthly benefit by rolling over all or a portion of his or her account balance in the Solano-Napa Defined Contribution Profit Sharing Plan.

- i. The election must be made within six (6) months of the date of the application for retirement under this Plan.
- ii. The election must be in writing on a form provided by the Administrative Office, must be consented to in writing by the participant's spouse, if any, in the manner provided for in this Plan, and cannot be rescinded subsequent to the Annuity Starting Date.
- iii. Rollover amounts must be in increments of \$1,000.00.
- iv. The increase in monthly benefit will be the amount shown in Schedule A of this Plan.

- v. Any elected rollover will be subject to and limited by any Qualified Domestic Relations Orders in effect at the time of the election.
- d. **Compensation.** “Compensation” means a Participant’s earned income, wages, salaries, and fees for professional services, and other amounts received for personal services actually rendered in the course of employment with an Employer (including tips, bonuses, commissions and profit sharing). Compensation shall also include elective deferrals under Internal Revenue Code Sections 401(k), 402(e)(3), 402(h), 403(b), 457, and 408(p)(2)(A)(I), and under a savings incentive plan (SIMPLE) or Internal Revenue Code Section 125 cafeteria plan. For limitation years beginning on or after February 1, 2001, for purposes of applying the limitations described in this section 7.15 of the Plan, “Compensation” paid or made available during such limitation years shall include elective amounts that are not includable in the gross income of the Participant by reason of IRC §132(f)(4).
- Compensation will not include the following:
 - (1) Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture; and
 - (2) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option.
 - (3) The provisions of this Section 7.15(e) to the contrary notwithstanding, the annual compensation of each Participant taken into account under the Plan for any year shall not exceed the Annual Compensation Limit under IRC Section 401(a)(17), as defined herein. For Plan Years prior to February 1, 1996, and before December 31, 2001, the Annual Compensation Limit is \$200,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Internal Revenue Code. For Plan Years beginning on or after February 1, 1996, the Annual Compensation Limit is \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with IRC Section 401(a)(17)(B). For Plan Years beginning on or after December 31, 2001, the Annual Compensation Limit is \$200,000, as adjusted by the Commissioner for increases in the cost of living in accordance with IRC Section 401(a)(17)(B).
- f. **Current Accrued Benefit.** “Current Accrued Benefit” means a Participant’s accrued benefit under the Plan, determined as if the Participant had separated from service as of the close of the last Limitation Year beginning before January 1, 1992, when expressed as an Annual Benefit within the meaning of IRC Section 415(b)(2). In determining the amount of a Participant’s Current Accrued Benefit, the following shall be disregarded:
 - (1) Any change in the terms and conditions of the plan after May 5, 1986; and
 - (2) Any cost of living adjustments occurring after May 5, 1986.

g. **Defined Benefit Dollar Limitation.** The “Defined Benefit Dollar Limitation” is \$90,000. Effective January 1, 1989, and each January thereafter, the Defined Benefit Dollar Limitation will be automatically adjusted by multiplying such limit by the cost of living adjustment factor prescribed by the Secretary of the Treasury under IRC Section 415(d) in such manner as the Secretary shall prescribe. The new limitation will apply to Limitation Years ending within the Calendar Year of the date of the adjustment. Effective for years beginning after December 31, 2001, the Defined Benefit Dollar Limitation is \$160,000; or

If the Benefit commences before age 62 or after age 65, the benefit limit will be reduced or increased, as the case may be, in a manner prescribed by regulations of the Secretary of the Treasury. Commencing with years beginning after December 31, 2001, any increase in the amount specified in subparagraph (A) which is not a multiple of \$5,000 will be rounded to the next lowest multiple of \$5,000.

i. Defined Benefit Fraction.

1. The “Defined Benefit Fraction” is a fraction, the numerator of which is the sum of the Participant’s projected Annual Benefits under all the defined benefit plans (whether or not terminated) maintained by the Employer, and the denominator of which is the lesser of 125 percent of the dollar limitation determined for the Limitation Year under IRC Sections 415(b) and (d) or 140 percent of the highest average compensation, including any adjustments under Section IRC 415(b).
2. Notwithstanding the previous paragraph, if the Participant was a Participant as of January 1, 1992, in one or more defined benefit plans maintained by the Employer which were in existence on May 6, 1986, the denominator of this fraction will not be less than 125 percent of the sum of the Annual Benefits under such plans which the Participant had accrued as of the close of the last Limitation Year beginning before January 1, 1992, disregarding any changes in the terms and conditions of the plans after May 5, 1986. The preceding sentence applies only if the defined benefit plans individually and in the aggregate satisfied the requirements of Section 415 for all Limitation Years beginning before January 1, 1992.

ii. Defined Contribution Fraction.

1. The “Defined Contribution Fraction” is a fraction, the numerator of which is the sum of the Annual Additions to the Participant’s account under all the defined contribution plans (whether or not terminated) maintained by any Employer during the current and all prior Limitation Years, (including any Annual Additions attributable to the Participant’s nondeductible employee contributions to all other defined benefit plans (whether or not terminated) maintained by the Employer, and the Annual Additions

attributable to all welfare benefit funds, as defined in IRC Section 419(e) or individual medical accounts, as defined in IRC Section 415(a)(2), maintained by the employer (except to the extent that an exemption applies

2. The annual addition for any Limitation Year beginning before January 1, 1992, shall not be recomputed to treat all employee contributions as Annual Additions.

iii. Special Definition of Employer. For purposes of this Section 7.15, “Employer” shall mean an Employer required to contribute to this Plan, and all members of a controlled group of corporations (as defined in IRC Section 414(b), as modified by Section 415(h)), all commonly controlled trades or businesses (as defined in IRC Section 414(c) as modified by IRC Section 415(h)), or Affiliated Service Groups (as defined in IRC Section 414(m)) of which the Employer is a part, and any other entity required to be aggregated with the Employer pursuant to regulations under IRC Section 414(o).

iv. Highest Average Compensation. “Highest Average Compensation” means the average compensation for the three consecutive years of service with an Employer that produces the highest average. A year of service with an Employer is the 12-consecutive month period defined in Article 4.

v. Limitation Year. “Limitation Year” means the Trust’s Fiscal Year. All qualified plans maintained by the Employer must use the same Limitation Year.

vi. Maximum Permissible Amount.

- (1) “Maximum Permissible Amount” means the lesser of the Defined Benefit Dollar Limitation or 100 percent of the Participant’s Highest Average Compensation.

Section 7.15 Withholding From Eligible Rollover Distributions.

- a. Effective January 1, 1993, a person receiving a distribution which qualifies as an Eligible Rollover Distribution must elect to have the distribution paid directly from this Plan to an Eligible Retirement Plan in a direct rollover under IRC Section 401(a)(31) or the distribution will be subject to a 20-percent income tax withholding under IRC Section 3405(c). This Plan affords a person receiving an Eligible Rollover Distribution the opportunity to make an election for a direct rollover by written request to the Fund Manager within the time required in subsection 7.16 (g) provided the amount to be transferred in a direct rollover in any Plan Year is not less than \$200.
- b. **Eligible Rollover Distribution.** “Eligible Rollover Distribution” means any distribution of all or any portion of a Participant’s Accrued Benefit, except for the following:

- (1) Any distribution that is one of a series of substantially equal periodic payments made annually or more frequently over the following periods:
 - (A) The life of the Participant or the joint lives of the Participant and the Participant's spouse or (where permitted) designated Beneficiary;
 - (B) The life expectancy of the Participant or the joint life and last survivor expectancy of the Participant and the Participant's spouse or (where permitted) designated Beneficiary; or
 - (C) A specified period of ten years or more;
- (2) Any distribution required under IRC Section 401(a)(9) relating to minimum distribution requirements;
 - 1. The portion of any distribution that is not includable in gross income, such as the return of voluntary after-tax contributions;
 - 2. Corrective distributions of excess contributions;
 - 3. Other exceptions designated by the Commissioner of Internal Revenue.

d. **Direct Rollover.** A direct rollover is an Eligible Rollover Distribution that is paid directly by this Plan to an Eligible Retirement Plan for the benefit of the person for whom the distribution is made.

e. **Eligible Retirement Plan.**

- (1) **For distributions made on or before December 31, 2001:** "Eligible Retirement Plan" means an individual retirement plan or a qualified plan, except in the case of a distribution to a surviving spouse, in which case only an individual retirement plan is treated as an eligible retirement plan. An individual retirement plan is an individual retirement account (IRA) described in IRC Section 408(a) or an individual retirement annuity (other than an endowment contract) described in IRC Section 408(b). A qualified plan is a qualified trust described in IRC Section 401(a) or any annuity plan described in IRC Section 403(a). It is the sole responsibility of the person for whom the distribution is made, and not of the Plan, the Fund Manager or the Trustees, to determine whether a plan or person to whom the distribution is paid qualifies as an Eligible Retirement Plan under IRC Section 402(c)(8)(B).
- (2) **For distributions made after December 31, 2001:**
 - (A) An Eligible Retirement Plan shall also mean an annuity contract described in IRC Section 403(b) and an eligible plan under IRC Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality for a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan.

(B) For a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order (as defined in IRC Section 414(p)), the definition of Eligible Retirement Plan shall no longer be limited to individual retirement plans and instead shall be the same as applies to a distribution to a Participant.

(3) It is the sole responsibility of the person for whom the distribution is made, and not of the Plan, the Fund Manager or the Trustees, to determine whether a plan or person to whom the distribution is paid qualifies as an Eligible Retirement Plan under IRC Section 402(c)(8)(B).

f. **Substantially Equal Periodic Payments.** Whether a series of payments is considered a series of substantially equal periodic payments over a specified period is determined at the time payments begin without regard to contingencies or modifications that have not yet occurred. A joint and survivor annuity with a survivor annuity amounting to less than 100% of the joint annuity will be treated as a series of substantially equal payments at the time payments commence. If the amount (or, if applicable, the method of calculating the amount) of the payments changes so that subsequent payments are not substantially equal to prior payments, a new determination must be made as to whether the remaining payments are a series of substantially equal periodic payments over a period specified in subsection 7.16.b(1).

(A) **Payments Independent of Periodic Payments.** Whenever the Plan permits a distribution in the form of a lump sum payment of a portion of the Accrued Benefit, with payment of the remainder distributed in a series of payments, or otherwise permits payment in an amount substantially larger or smaller than other payments in a series, the single or unequal payments may be subject to treatment as independent of the payments in the series and qualify as Eligible Rollover Distributions where permitted by regulation or rulings of the Commissioner of Internal Revenue.

(B) **Election Period.** An election to make a direct rollover must be made in writing delivered to the Fund Manager during the election period provided in Section 5.8 and will be subject to the requirements of Section 5.8 with respect to spousal consent. The election must specify the Eligible Retirement Plan to whom the distribution is to be paid. In the case of a direct rollover to an Eligible Retirement Plan other than an individual retirement plan, the Fund Manager may require the person making the election, as a condition of completing the election, to provide the Fund Manager with a written statement from the plan to whom the distribution is to be paid saying that it is willing to accept the distribution.

(C) **Election Applies to Subsequent Eligible Rollover Distributions.** An election to make a direct rollover will apply to all subsequent payments that are part of an Eligible Rollover Distribution unless the person making the election delivers written notice to the Fund Manager of a desire to change the election prior to any subsequent payment to which the change is to apply.

(D) Partial Rollovers. The Plan will permit a person making a direct rollover election to make a rollover of part of the Accrued Benefit to an Eligible Retirement Plan and have the remainder of the Accrued Benefit paid to the person making the election. A partial distribution must be in amount not less than \$500. Only one direct rollover will be permitted for each Eligible Rollover Distribution.

(E) No Requirement to Accept Rollovers. The Fund Manager will not accept direct rollovers from any other plan except upon the direction of the Board of Trustees. The decision to accept direct rollovers in any instance shall be within the sole discretion of the Trustees, and the decision to accept rollovers in any instance may be terminated at any time. Rollovers will not be accepted in any case for a person who is not a Participant in this Plan prior to the date of the rollover. If accepted, rollovers must be in the form of cash.

(F) Liabilities Not Transferred With Rollovers. No rollover is to be interpreted as a transfer of assets and liabilities. This Plan assumes no responsibility for the obligations of any other plan from which a direct rollover may be accepted other than to apply the amount of the rollover to the Individual Account of the Participant in whose interest the rollover is made. Similarly, acceptance of a rollover does not obligate this Plan to provide the same benefit options as the plan that made the rollover.

Section 7.16 Actuarial Adjustment for Delayed Retirement.

- a.** Effective February 1, 1989, if the Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit will be the accrued benefit at Normal Retirement Age, actuarially increased for each complete calendar month between Normal Retirement Age and the Annuity Starting Date for which benefits were not suspended, and then converted as of the Annuity Starting Date to the benefit payment form elected by or automatically payable to the Participant.
- b.** If a Participant becomes entitled to additional benefits after Normal Retirement Age, whether through additional service or because of a benefit increase, the actuarial increase in those benefits will start from the date they would first have been paid rather than Normal Retirement Age.
- c.** The actuarial increase will be .75% per month for each month after Normal Retirement Age or such later date as may be determined in (b) above.
- d.** Notwithstanding the above, instead of an actuarially increased benefit, a Participant may choose to receive, at his Annuity Starting Date, a monthly benefit equal to his accrued benefit at Normal Retirement Age converted to the benefit payment form elected plus a one-time cash payment equal to such monthly amount multiplied by the number of complete calendar months for which benefits were not suspended between the Participant's Normal Retirement Age and the Annuity Starting Date.

ARTICLE 8: MISCELLANEOUS

Section 8.1 Nonreversion.

The Contributions and all funds of the Plan are to be administered, maintained and invested for the sole and exclusive benefit of the Participants and their Beneficiaries. Other than the payment of any reasonable and lawful expenses of the Plan and any lawful refund of money to an Employer made by mistake in fact or law and within the time limits prescribed by law, there shall be no reversion of any of the assets of this Plan to any contributing Employer.

Section 8.2 Gender.

Wherever any words are used in this Pension Plan in the masculine gender, they should be construed as though they were also used in the feminine gender in all situations where they would so apply; wherever any words are used in this Pension Plan in the singular form they should be construed as though they were also in the plural form in all situations where they would so apply, and vice versa.

Section 8.3 Limitation of Liability

There shall be no liability upon the Trustees individually, or collectively, or upon the Union to provide the benefits established by this Pension Plan, if the Pension Trust does not have assets to make such payments.

Section 8.4 Addition of New Groups of Employees

The Trustees shall review the relevant actuarial data with respect to any group of employees added to the coverage of this Pension Trust. If the Trustees conclude that modification of previously adopted funding assumptions or changes in the amounts of pension benefits hereunder would result from the inclusion of such group, the appropriate provision of the Pension Plan shall be modified with respect to the group involved so that the Trust will not be adversely affected by the inclusion of such group for coverage hereunder.

Section 8.5 Termination of the Plan

- a. Right to Terminate.** The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. The rights of all identified Participants and former Participants who have not incurred a Permanent Break in Service, or Beneficiaries to benefits accrued to the date of the termination, partial termination, or discontinuance to the extent funded as of such date, shall be nonforfeitable.
- b. Priorities of Allocation.** In the event of termination, the assets then remaining in the Plan after providing for any administrative expenses, shall be allocated among the Pensioners, Beneficiaries, Participants, and former Participants who have not incurred a Permanent Break in Service, in the following order:

- (1) First, in the case of benefits payable as a pension:
 - (A) in the case of the pension of a Participant or Beneficiary which was in pay status as of the beginning of the three-year period ending on the termination of the Plan, to each such pension, based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which such pension would be the least. The lowest pension in pay status during the three-year period shall be considered the pension in pay status for such period.
 - (B) in the case of a pension of a Participant or Beneficiary which would have been in pay status as of the beginning of such three-year period if the Participant had retired prior to the beginning of the three-year period and if his pension had commenced (in the standard form) as of the beginning of such period, to each such pension based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which the pension would be the least.
- (2) Second, to all other benefits (if any) of individuals under the Plan guaranteed under Title IV of ERISA.
- (3) Third, to all other vested benefits under this Plan.
- (4) Fourth, to all other benefits under this Plan.

Allocation Procedure. For purposes of subsection (b) hereof:

- (5) The amount allocated under any paragraph of subsection (b) with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior paragraph of that subsection.
- (6) If the assets available for allocation under any paragraph of subsection (b) (other than paragraphs (b)(3) and (4)) are insufficient to satisfy in full the benefits of all individuals which are described in that paragraph, the assets shall be allocated pro rata among such individuals on the basis of the present value (as of the termination date) of their respective benefits described in that paragraph.
- (7) This paragraph applies if the assets available for allocation under subsection (b)(4) are not sufficient to satisfy in full the benefits of individuals described in that paragraph.
 - (A) Except as provided in subparagraph (B) below, the assets shall be allocated to the benefits of individuals described in subsection (b)(3) on the basis of benefits which would have been described in such subsection (b)(3) under the Plan as in effect at the beginning of the five-year period ending on the date of Plan termination.

- (B) If the assets available for allocation are sufficient to satisfy in full the benefits described in subparagraph (A) (without regard to this subparagraph), then, to the extent assets permit, an alternative calculation will be performed. Under that calculation, the benefits of individuals described in subparagraph
- (C) shall be determined on the basis of the most recent Plan amendment effective during the same five-year period according to which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in subparagraph (A). Any assets remaining to be allocated under such subparagraph shall be allocated under subparagraph (A) on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

Section 8.6 Mergers.

To the extent determined by the Pension Benefit Guaranty Corporation, the following shall apply: In the case of any merger or consolidation of the Plan with, or transfer, in whole or in part, of the assets and liabilities of the Pension Fund to any other Pension Fund after September 2, 1974, each Participant shall (if the Plan then is terminated) receive a benefit immediately after the merger, consolidation or transfer which is at least equal to the benefit he would be entitled to receive immediately before such merger, consolidation or transfer as if the Plan had then terminated. Consistent with IRC Section 411(d)(6)(B) and for purposes of this Section 8.6 only, the term "benefit" shall include early retirement benefits, retirement-type subsidies and optional forms of benefit.

Section 8.7 The Electrical Industry Reciprocal Agreement.

Each Temporary Employee who executes an Employee Reciprocal Authorization and Release under the Reciprocal Agreement shall be bound by each of the conditions of that Agreement, as well as the terms of this Pension Plan. This Trust shall have no responsibility to take any action to enforce the terms of any collective bargaining Agreement requiring Employer Contributions to another Participating Fund. Should a conflict exist between the terms of the Reciprocal Agreement and the terms of this plan, the terms of the plan shall prevail.

ARTICLE 9: AMENDMENT

Section 9.1 Amendment.

This Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement. However, no amendment (including a change in the actuarial basis for determining optional or early retirement benefits) may decrease the accrued benefit of any Participant, except:

- (1) As necessary to establish or maintain the qualification of the Plan or Trust Fund under the Internal Revenue Code and to maintain compliance of the Plan with the requirement of ERISA, or

(2) If the amendment meets the requirements of Section 302(c)(8) of ERISA and IRC Section 412(c)(8), and the Secretary of Labor has been notified of such amendment and has either approved of it, or, within 90 days after the date on which notice was filed, has failed to disapprove.

Furthermore, no amendment to the Plan shall have the effect of decreasing a Participant's vested interest determined without regard to such amendment as of the later of the date such amendment is adopted, or the date it becomes effective.

b. An amendment may not change the schedule on the basis of which a Participant acquires a nonforfeitable right, unless each Participant who has at least three Years of Credited Service at the time the amendment is adopted or effective (whichever is later) is given the option of achieving such a nonforfeitable right on the basis of the pre-amendment schedule. That option may be exercised within 60 days after the latest of the following dates:

- (1) When the amendment was adopted,
- (2) When the amendment became effective, or
- (3) When the Participant was given written notice of the amendment.

c. Notwithstanding any provision in this Article 9 to the contrary, effective June 7, 2001, an amendment may not reduce the rate of future benefit accruals, or eliminate or significantly reduce early retirement benefits or retirement-type subsidies, unless written notice is provided to all individuals whose rate of future benefit accrual under the Plan may reasonably be expected to be significantly reduced by such plan amendment. The notice must be made within a reasonable time before the effective date of the plan amendment and must include sufficient information that would enable the individual to understand the impact of the plan amendment on his or her benefits.

ARTICLE 10 **EFFECTIVE DATES**

Except as otherwise expressly indicated to the contrary, the effective date of this Seventh Revised Pension Plan shall be January 1, 2008.

The undersigned Trustees of the Solano-Napa Counties Electrical Workers Pension Trust consent to the adoption of the Seventh Revised Pension Plan for the Solano-Napa Counties Electrical Workers Pension Trust effective January 1, 2008.

Executed: _____

Dan Broadwater

Executed: _____

Rich Mattson

Executed: _____

Dan McCoy

Executed: _____

Stan Nelson

Executed: _____

Don Campbell

Executed: _____

Jess Zuniga

Executed: _____

Ruben Perez

Executed: _____

Randy Baracosa

APPENDIX A

To The Pension Plan For The Solano-Napa Counties Electrical Workers Pension Trust

Non-Recurring Retiree Benefit Supplement

A Participant or Beneficiary currently receiving benefits under the Plan on November 1, 1982, and having a Annuity Starting Date of November 1, 1982, or earlier, will receive on that date a non-recurring benefit supplement payment in the amount of \$100.00.

A Participant or Beneficiary currently receiving benefits under the Plan on November 1, 1983, and having a Annuity Starting Date on December 1, 1983, or earlier, will receive with the January 1984 benefit payment a non-recurring benefit supplement payment in the amount of \$100.00.

A Participant or Beneficiary currently receiving benefits under the Plan on November 1, 1984, and having a Annuity Starting Date on December 1, 1984, or earlier, will receive with the January 1985 benefit payment a non-recurring benefit supplement payment in the amount of \$100.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension or Preretirement Survivor Pension on November 1, 1985, and having a Annuity Starting Date on November 1, 1985, or earlier, will receive with the January 1, 1986 benefit payment a non-recurring benefit supplement payment in the amount of \$200.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension or Preretirement Survivor Pension on November 1, 1986, and having a Annuity Starting Date on November 1, 1986, or earlier, will receive with the March 1, 1987 benefit payment a non-recurring benefit supplement payment in the amount of \$200.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension or Preretirement Survivor Pension on November 1, 1987, and having a Annuity Starting Date on November 1, 1987, or earlier, will receive with the January 1, 1988 benefit payment a non-recurring benefit supplement payment in the amount of \$200.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension or Preretirement Survivor Pension on November 1, 1988, and having a Annuity Starting Date on November 1, 1988, or earlier, will receive with the January 1, 1989 benefit payment a non-recurring benefit supplement payment in the amount of \$225.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension or Preretirement Survivor Pension on November 1, 1989, and having a Annuity Starting Date on November 1, 1989, or earlier, will receive with the December 1, 1989 benefit payment a non-recurring benefit supplement payment in the amount of \$250.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension or Preretirement Survivor Pension on November 1, 1991, and having a Annuity Starting Date on November 1, 1991, or earlier, will receive with the January 1, 1992 benefit payment a non-recurring benefit supplement payment in the amount of \$400.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension or Preretirement Survivor Pension on November 1, 1992, and having a Annuity Starting Date on November 1, 1992, or earlier, will receive during December 1992 a non-recurring benefit supplement payment in the amount of \$900.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension or Preretirement Survivor Pension on November 1, 1993, and having a Annuity Starting Date on November 1, 1993, or earlier, will receive during December 1993 a non-recurring benefit supplement payment in the amount of \$900.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension or Preretirement Survivor Pension on November 1, 1994, and having a Annuity Starting Date on November 1, 1994, or earlier, will receive during December 1994 a non-recurring benefit supplement payment in the amount of \$1,000.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension or Preretirement Survivor Pension on November 1, 1995, and having a Annuity Starting Date on November 1, 1995, or earlier, will receive with the January 1, 1996 benefit payment a non-recurring benefit supplement payment in the amount of \$750.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension or Preretirement Survivor Pension on November 1, 1996, and having a Annuity Starting Date on November 1, 1996, or earlier, will receive with the January 1, 1997 benefit payment a non-recurring benefit supplement payment in the amount of \$750.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension, Preretirement Survivor Pension, or Disability Pension on November 1, 1997, and having a Annuity Starting Date on November 1, 1997, or earlier, will receive with the January 1, 1998 benefit payment a non-recurring benefit supplement payment in the amount of \$750.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension, Preretirement Survivor Pension, or Disability Pension on January 1, 1999, and having a Annuity Starting Date on November 1, 1998, or earlier, will receive with the January 1, 1999 benefit payment a non-recurring benefit supplement payment in the amount of \$750.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension, Preretirement Survivor Pension, or Disability Pension on January 1, 2000, and having a Annuity Starting Date on November 1, 1999, or earlier, will receive with the January 1, 2000 benefit payment a non-recurring benefit supplement payment in the amount of \$750.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension, Preretirement Survivor Pension, or Disability Pension on December 1, 2000, and having a Annuity Starting Date on November 1, 2000, or earlier, will receive with the December 1, 2000 benefit payment a non-recurring benefit supplement payment in the amount of \$750.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension, Preretirement Survivor Pension, or Disability Pension on February 1, 2001, and having an Annuity Starting Date on February 1, 2001, or earlier, will receive: (i) with the June 2001 benefit payment a non-recurring benefit supplement in the amount of \$750.00; and (ii) with the December 1, 2001 benefit payment a non-recurring benefit supplement payment in the amount of \$750.00.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension, Preretirement Survivor Pension, or Disability Pension on February 1, 2002 who continues to receive such benefits on December 1, 2002, will receive with the December 2002 benefit payment a non-recurring benefit supplement payment in the amount of \$750.00. If the Participant is receiving such benefits on February 1, 2002, and by reason of the death of the Participant the Participant's spouse is receiving survivor benefits on December 1, 2002, the nonrecurring benefit supplement will be paid to the surviving spouse only and not to the Participant's estate.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension, Pre-retirement Survivor Pension, or Disability Pension on February 1, 2005 who continues to receive such benefits on December 1, 2005, will receive with the December 2005 benefit payment a non-recurring benefit supplement payment in the amount of \$750.00. If the Participant is receiving such benefits on February 1, 2005, and by reason of the death of the Participant the Participant's spouse is receiving survivor benefits on December 1, 2005, the nonrecurring benefit supplement will be paid to the surviving spouse only and not to the Participant's estate.

A Participant or surviving spouse currently receiving benefits under a Regular Pension, Early Retirement Pension, Deferred Vested Pension, Husband-and-Wife Pension, Pre-retirement Survivor Pension, or Disability Pension on February 1, 2007 who continues to receive such benefits on December 1, 2007, will receive with the December 2007 benefit payment a non-recurring benefit

supplement payment in the amount of \$750.00. If the Participant is receiving such benefits on February 1, 2007, and by reason of the death of the Participant the Participant's spouse is receiving survivor benefits on December 1, 2007, the nonrecurring benefit supplement will be paid to the surviving spouse only and not to the Participant's estate.

APPENDIX B

To The Pension Plan For The Solano-Napa Counties Electrical Workers Pension Trust

Procedures for Administering and Determining the Qualified Status of Domestic Relations Orders

Pursuant to the Employee Retirement Income Security Act, as amended by the Retirement Equity Act of 1984 (“ERISA”), the Board of Trustees of the Solano-Napa Counties Electrical Workers Pension Trust adopts these rules and procedures for administering domestic relations orders which affect the interest of Plan Participants in the Solano-Napa Counties Electrical Workers Pension Plan (“Pension Plan”) and the Solano-Napa Counties Electrical Workers 401(a) Profit Sharing Plan (“Profit Sharing Plan”). The trustees shall comply only with a Qualified Domestic Relations Order as stated herein and as required by ERISA. In the event of any conflict between these procedures and the Pension Plan or the 401(a) Profit Sharing Plan, those documents will control.

QDRO Defined. A Qualified Domestic Relations Order (“QDRO”) is a Court judgment, decree or order (including approval of property settlement agreement) that (1) relates to the payment of child support, alimony or marital property rights to a Spouse, former Spouse, child or other dependent of Participant (i.e., known as an “Alternate Payee”) and (2) is made pursuant to a state domestic relations law. An order is a QDRO if it (1) creates or recognizes the existence of an Alternate Payee’s right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable to a Participant under the Plan, (2) specifies certain information as stated in Paragraph 9, below, and (3) does not alter the amount or form of Plan benefits.

Designation of Fund Manager. The Fund Manager is designated to carry out the responsibilities of the plan administrator specified in ERISA § 206(d) as amended. The address of the Fund Manager is:

Benesys Inc.,

2620 Crow Canyon, Ste. 210

San Ramon, CA 94583

Written Request of Plan Office. Inquiries and/or questions concerning the potential interest of a current or former Spouse, child or other Alternate Payee should be made in writing to the Fund Manager at the address listed above. This includes a request to formally Join the Plan in a dissolution/divorce proceeding (i.e. a Joinder Request) and/or submission of any proposed order for review. A Participant or potential Alternate Payee may request of the Plans a determination of the Participant’s

interest as of the date of separation or dissolution. Individual benefit information cannot be released to anyone other than the participant without either the participant's written consent or a subpoena.

Administration of Orders. The Fund Manager shall promptly notify the Participant and any other Alternate Payee of the receipt by the Trust of any domestic relations order and the plan's procedures for determining the qualified status of domestic relations orders. For this purpose "Alternate Payee" shall mean any spouse, former spouse, child or other dependant named as a beneficiary in the records of the trust or recognized in a domestic relation order as having a right to receive all, or a portion of the benefits payable under the plan with respect to the Participant. Such notice shall be sent by certified mail, return receipt requested, to each such person at the address included in the order, or if no such address is included, at any address the Fund Manager has reason to know independently of the order.

Form of Notice. A copy of the order shall be attached to the notice and the notice shall:

Request the Participant or other Alternate Payee to advise the Fund Manager in writing within 60 days after the date of the notice whether or not he or she disputes the qualified status of the order;

Notify the Participant or other Alternate Payee that unless the Fund Manager is advised within such period that he or she disputes the qualified status of the order, and of the specific reasons for such dispute, such status will be deemed admitted; and

Notify the Participant and any Alternate Payee that he or she may designate in writing a representative for receipt of notices that are sent with respect to the order.

Trust Counsel Review. The Fund Manager shall promptly send copies of such notice, the order and any correspondence in connection therewith, a statement of the accumulated credited service and benefit units of the Participant and any other documents bearing on the qualified status of the order to legal counsel for the Trust Fund for review and opinion as to such qualified status.

Response to Joinder Request. Trust counsel will be responsible for filing with the appropriate court a response to any Joinder Request and for contacting the Participant and Alternate Payee (or their attorneys) regarding the joinder request or proposed order.

Withholding of Distributions. If the Participant files a pension application after the Trust is served with a Joinder Request but before approval of a QDRO, the Fund Manager may withhold distribution of Participant's interest in the Plans, at least for a reasonable period, to allow time for the parties to obtain a QDRO. Alternatively, the parties may agree upon a partial distribution to the Participant, or if a proposed order included a specific amount to the Alternate Payee, the Fund Manager may segregate that amount in an escrow account. It is the responsibility of the parties to keep the Plans informed about the status of their property settlement and to resolve the matter without undue delay.

Contents of QDRO. For an order to be a QDRO it must clearly specify at least the following information:

Name, social security number, date of birth and the last known mailing address of the Participant and of each Alternate Payee covered by the Order;

The Alternate Payee's amount or share (i.e. percentage or amount) of the Participant's interest in the Plan or a formula for determining such a benefit;

The correct name of the Trust ("Solano-Napa Counties Electrical Workers Pension Trust");

The correct name of the Plan ("Solano-Napa Counties Electrical Workers Pension Plan" and the "Solano-Napa Counties Electrical Workers Profit Sharing Plan");

Date of marriage and separation;

Date payments to the Alternate Payee are to commence and terminate (e.g., duration of Alternate Payee's life), if applicable;

No benefits are payable unless the Participant has a vested benefit under the Plan;

Upon the death of the Participant or Alternate Payee, the survivor shall promptly notify the Trust of such death;

That each party will advise the Plan of any address change;

That the order does not:

Require the Plans to provide any type or form of benefit, or any option, not otherwise provided under the Plan;

Require the Plans to provide increased benefits (determined on the basis of actuarial value); and

Require the payment of benefits to an Alternate Payee that are required to be paid to another Alternate Payee under a prior QDRO or require the payment of benefits earned subsequent to the dissolution and which are or may be community property of a new Spouse.

Pension Plan. Regarding the Pension Plan, the order should specify:

The number of Benefit Units earned during the marriage;

That the Alternate Payee's pension will be based on the value of the Benefit Units for applicable years at the time the Participant applies for and is eligible for such benefits;

Whether the Participant may choose an alternative benefit option in the Plan or whether he must select the Joint and Survivor Annuity (unless waived by the former Spouse);

If the order will require that the Participant select the Joint and Survivor Annuity, that the Alternate Payee (i.e., former Spouse) is to be considered the surviving Spouse for purposes of such Joint and Survivor Annuity, at least as to the community property portion of his pension.

401(a) Profit Sharing Plan. Regarding the 401(a) Profit Sharing Plan, the order should specify:

The value of the community property portion of the Participant's interest as of a specified date (preferably the most recent valuation date);

The value of the Alternate Payee's share of the Participant's community property interest in the Plan (presumably one-half of the amount in 1) above);

That the Alternate Payee's share will be segregated and an Individual Account established in such Alternate Payee's name;

That the Alternate Payee's account, once established, will be entitled to future earnings and appreciation in the value of the assets minus any expenses and depreciation in value of the assets.

That the Alternate Payee will have total control over the account established in said Payee's name, including the right to designate Beneficiaries and direct investment, to the extent allowed by the benefit option selected.

That the Participant will have total control over the Participant's remaining interest in the Plan and that the Alternate Payee will not have any right to Participant's portion, including as a future Beneficiary before or after the Participant's death (unless the Participant subsequently designates the Alternative Payee as a Beneficiary).

Optional Provisions. Although not specifically required by ERISA, the order may contain the following provisions:

Distribution Even If Participant Working. If the Participant works past the Plan's earliest retirement date, the order may provide that the Alternate Payee is entitled to receive his or her portion of the Participant's interest in the Plan at the earliest retirement age. (Otherwise, he or she would have to wait until the Participant terminates employment and files a pension application to be entitled to a benefit.)

Disability. Disability benefits are left to the discretion of the parties, who need to answer such questions as how are disability benefits which commence prior to the early retirement age to be treated, and how are disability benefits which exceed the value of early retirement benefits (before normal retirement age) to be treated.

Surviving Spouse Designee. If the Participant dies before retirement, the order may provide that the Alternative Payee (i.e., former Spouse) is to be considered the surviving Spouse for purposes of the Pre-retirement Survivor Annuity or any death benefits, at least as to the community property portion of such benefits.

Submission of Certified Copy of Order. Under federal law, a spouse has no enforceable right to benefits under either of the Plans until the Trust is served with a final order signed or stamped by the judge and filed with the Court Clerk, which meets the requirements described above. The former spouse's interest is not protected merely because the Trust has been joined, or because the

Trust has been given notice of the spouse's claim, or because the Trust has approved a draft order. The Plans have no duty to investigate whether a QDRO exists, other than as provided in Paragraph 12.

Limited Purpose of Plan Review of Order. The Plans do not review marital property settlements to determine whether they are fair or complete, or whether they comply with applicable state law. It is the responsibility of the parties to the divorce action and their attorneys, not the Plans, to ensure that community assets are identified and a fair division is accomplished under state law.

Proposed Determination. After receiving the opinion of legal counsel and considering any responses of the Participant or other Alternate Payee to the notice given pursuant to paragraph 4 above, the Fund Manager shall issue a proposed determination whether or not the order is a QDRO as defined in ERISA § 206(d) as amended.

Acceptance of Order as QDRO.

If the order is determined to be a qualified order, and if the Participant and any other Alternate Payee have advised the Fund Manager in writing that such status is not disputed, or have failed to respond to the notice given pursuant to paragraph 4 within the time limit specified in paragraph 5, the Fund Manager shall pay or direct the payment to the person or persons entitled thereto.

If the order is determined to be a qualified order, and if the Fund Manager has been advised in writing within the time limit specified in paragraph 5 that the Participant or other Alternate Payee disputes such qualified status, the Fund Manager shall notify the person claiming that the order is not qualified of his proposed determination and of the specific reasons therefore, and shall advise such person of his right to petition the Board of Trustees in writing for a review of such proposed determination within 60 days after the date of such notice. The petition for review shall be required to include a statement of: (a) The specific reason or reasons why the order fails to qualify; and (b) a specific reference to pertinent provisions of the law or of the Plan on which the dispute is based. The amounts designated in the order as payable to the Alternate Payee may be withheld from distribution to the Participant pending the resolution of the issue as to whether the order is a qualified order, or the expiration of 18 months measured from the first date following receipt of the order by the Plan on which the Alternate Payee named in the order would be entitled to payment of benefits under the Plan, whichever first occurs.

Board of Trustees Review. The decision of the Board of Trustees on a petition for review shall be final and binding upon the Participant and all Alternate Payees and the Fund Manager shall pay benefits and release funds accordingly, unless the party objecting to the decision files in the United States District Court for the Northern District of California and serves upon the Fund Manager a complaint for declaratory relief within 45 days following receipt of notice of the Trustees' decision.

Rejection of Order. If the order is determined not to be a qualified order, the Fund Manager shall promptly notify the Participant, the Alternate Payee named in the order and any Alternate Payee of such determination. The notice shall set forth (a) the specific reason or reasons for the determination; (b) specific reference to pertinent provisions of the law; or of the Plan on which the determination is

based; and (c) a description of any additional material, information or action is necessary, and shall advise that if the Alternate Payee named in the order does not furnish the material or information or take the action necessary to perfect the order within 60 days after the date of the notice, or within such reasonable period thereafter as the Fund Manager may allow, the Fund Manager shall pay or direct the payment of any amounts withheld from distribution to the person or persons who would have been entitled to such amounts if there had been no order.

Expiration of Determination Period. After expiration of the period of time allowed for perfection of the order, or after expiration of the 18 month period, discussed in paragraph 14 or after 45 days following receipt by a party objecting to the decision of the Board of Trustees under paragraph 15 if no action for declaratory relief has been filed and served on the Fund Manager, whichever first occurs, the Fund Manager shall pay or direct the payment to the person or persons who would have been entitled to such amounts if there had been no such order.

Discretion of Board of Trustees and its Designee. Any payment made pursuant to these procedures shall be without prejudice to the right of the Fund Manager or the Board to withhold or segregate, or direct the withholding or segregating of, amounts coming due subsequent to such payment if such action is determined by the Fund Manager or the Board of Trustees to be necessary to protect the interests of the Fund.

Retroactive Application. The Fund Manager shall treat a domestic relations order entered before January 1, 1985, as a QDRO if the Plan was paying benefits pursuant to such order on that date. After following the procedures specified above, the Fund Manager may treat any other domestic relations order entered prior to January 1, 1985, as a QDRO.

Tax Treatment of Benefits. The Plan's decision to accept an order as a QDRO is not binding upon the Internal Revenue Service. The IRS may independently determine that an order previously accepted by the Plan is not a QDRO. If this occurs, payments made to an alternate payee pursuant to the order may be ineligible for favorable tax treatment in those instances where it would otherwise be available.

Policy Prohibiting Plan Signature on Order. QDRO's shall not be signed by any Plan representative. The Plan does not evaluate or endorse the division of benefits in any manner except the limited review described above.

No Liability. The Board of Trustees, the Fund Manager, and the attorneys for the trust shall have no obligation to any person with regard to any inconvenience, financial hardship or loss on account of the withholding or segregation of, or failure to withhold or segregate, funds pending final determination regarding the qualification or failure to qualify of any domestic relations order.

Adjustment of Pension Benefits. In the case where a QDRO requires the payment of benefits under the Pension Plan to an Alternate Payee after the date on which the Participant attains or would have attained the earliest retirement age as if the Participant had retired on such date, the present value of benefits under the Pension Plan actually accrued shall be determined using the interest rate used by the Fund's actuaries to determine the actuarial present value of accumulated plan benefits

for the Pension Plan as a whole as of the date of commencement of the payment to the Alternate Payee under this Appendix B, and excluding the present value of any subsidy for early retirement.

Payments to Alternate Payee. An Alternate Payee may elect by written notice delivered to the Trust written 60 days following receipt from the Trust of notice of the right to make such an election, to receive the portion of the benefit awarded to the Alternate Payee under a Qualified Domestic Relations Order as a life annuity based on the life of the Alternative Payee, in which case the amount of the Alternate Payee's monthly benefit shall be reduced in accordance with formulas adopted by the Board based on principles of overall actuarial equivalence and equitable adjustment for the cost of such annuities.

APPENDIX C

To The Pension Plan For The Solano-Napa Counties Electrical Workers Pension Trust

Electrical Industry Pension Reciprocal Agreement

This ELECTRICAL INDUSTRY PENSION RECIPROCAL AGREEMENT is entered into by the trustees of defined benefit and defined contribution pension funds which provide pension benefits for employees in the electrical construction industry who are represented for the purpose of collective bargaining by one or more local unions affiliated with the International Brotherhood of Electrical Workers (IBEW).

WITNESSETH:

WHEREAS, many employees in the electrical construction industry may be employed from time to time in the jurisdiction of different IBEW affiliated local unions and have employer contributions made to different pension funds; and

WHEREAS, due to this division of contributions among different pension funds, many employees may lose pension benefits or may not be able to accumulate all benefits in one pension fund; and

WHEREAS, this loss could be avoided by a reciprocal arrangement among electrical industry pension funds whereby employees could choose to have monies transferred and accumulated in a home pension fund; and

WHEREAS, the trustees of each pension fund signatory hereto believe that such reciprocity would greatly promote the interests and well being of the fund's participants;

NOW, THEREFORE, the trustees of each signatory fund adopt the ELECTRICAL INDUSTRY PENSION RECIPROCAL AGREEMENT and, in consideration of the mutual promises among the signatory funds, agree as follows:

DEFINITIONS AND EFFECTIVE DATE

Definitions

The Electrical Industry Pension Reciprocal Agreement ("Reciprocal Agreement") is mentioned in several places in the Pension Plan. The Reciprocal Agreement is a vehicle for portability of pension contributions in the unionized electrical industry. It is not, however, a part of the Pension Plan, and it may be amended from time to time without action of the Trustees. Its text is provided here for informational purposes only.

Wherever capitalized in this Agreement, the following words shall have the meaning indicated:

Agreement: The Electrical Industry Pension Reciprocal Agreement.

Participating Fund: A jointly administered pension fund which is a defined contribution plan (as described in Title 1, Section 3, Paragraph (34) of ERISA) or a defined benefit plan (as defined in Title 1, Section 3, Paragraph (35) of ERISA) which is signatory to this Agreement and covers employment within the jurisdiction of an IBEW local union.

Home Fund or Funds: An employee's Home Fund(s) shall be determined as follows:

The Participating Fund or Funds in which the employee is a participant or has credited service and which is operative with the jurisdiction of the IBEW local union of which the employee is a member; or

If the employee is not a member of an IBEW local union, the employee's IBEW local union does not have a pension fund, or the employee is not a participant in or has credited service in his local union's fund, then his Home Fund will be the Participating Fund or Funds in which he currently is a participant or has credited service at the time he files an authorization form requesting reciprocity.

Employer Contributions or Contributions: The payment which an employer is required by the terms of a collective bargaining agreement to make to a Participating Fund for the purpose of providing a plan of benefits for employees.

Permanent Employee: An employee employed within the jurisdiction of the IBEW local union of which he is a member or within the jurisdiction of his Home Fund.

Temporary Employee: An employee employed temporarily outside the jurisdiction of his Home Fund and within the jurisdiction of another Participating Fund. However, if an employee is a member of an IBEW local union and is a participant or has credited service in the pension fund of that local union, the employee will not be covered by the terms of this Agreement unless such fund is signatory to this Agreement.

Monies: An amount equivalent to the Contributions received by a Participating Fund on behalf of a Temporary Employee.

Reciprocal Administrative Office: The International Office of the IBEW shall be the Reciprocal Administrative Office. All correspondence shall be addressed to:

RECIPROCAL ADMINISTRATOR
IBEW
1125 15th Street, N.W.
Washington, D.C. 20005

ERISA: The Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. Sec. 1001, et seq., as amended, and the rules and regulations established pursuant to the Act.

Effective Date And Parties To Agreement

Any pension fund desiring to become party to this Agreement shall so notify the Reciprocal Administrative Office by sending a copy of a properly adopted and signed Agreement to the Reciprocal Administrative Office by certified mail. The effective date of this Agreement as to such a Fund shall be the first day of the month following the date the above described copy is received by the Reciprocal Administrative Office. The date this Agreement becomes operative as between any two Participating Funds shall be the effective date of this Agreement for each such Fund if they are the same, or the later of the two effective dates if they are not the same. Each Participating Fund which becomes a party to this Agreement is entering into this Agreement as of the appropriate effective date with all other present and future Participating Funds. No party shall be obligated to transfer any Monies received prior to its effective date under this Agreement.

ADMINISTRATION

Functions Of The Reciprocal Administrative Office

The Reciprocal Administrative Office shall be responsible for receiving signed Agreements and notifications of termination from Participating Funds. The Reciprocal Administrative Office shall also prepare all approved forms, prepare and circulate proposed amendments to the Agreement and determine when an amendment has passed, maintain a listing of current Participating Funds, forward all material to Participating Funds, and assist Participating Funds in whatever manner possible consistent with this Agreement. It is expressly understood and agreed that the functions of the Reciprocal Administrative Office are ministerial in nature, serving primarily as a clearinghouse for the exchange of information and approved forms, and the Reciprocal Administrative Office has no discretionary authority or responsibility over the administration, control, or assets of any fund which participates in this Agreement.

Exchange of Information

Each Participating Fund agrees to cooperate in the exchange of relevant information and shall comply promptly with a reasonable written request of the Reciprocal Administrative Office for information or data necessary to carry out this Agreement. Each Participating Fund shall keep the Reciprocal Administrative Office advised of its current contribution rate and supply it with a current copy of the Participating Fund's summary plan description, Employer Identification Number and Plan Number. Each Participating Fund shall place notice of its participation in this Agreement in its summary plan description as soon as practical after becoming signatory to the Agreement.

Actions Necessary to Implement Agreement

The trustees of each Participating Fund agree to take all actions, including amendments to plan documents and the establishment of new practices or procedures, as are necessary to fully implement this Agreement.

OPERATION OF RECIPROCAL AGREEMENT

How Temporary Employee Elects Reciprocity

If a Temporary Employee is employed within the area of a Participation Fund, he may file a request with the Participating Fund to have an amount of money equal to the Contributions made on his behalf

transferred to his Home Fund. Such a request submitted by a Temporary Employee must meet the following requirements:

It must be on an approved authorization form and signed by the Temporary Employee; and

It shall release the trustees of the Participating Fund from any claim, by the employee or anyone making claim through him, based on the Contributions made after such authorization.

Effect of Election on Participating Fund

When a Participating Fund receives a properly completed request for a transfer of Monies to a Temporary Employee's Home Fund, it shall keep a separate account of the collections of Employer Contributions due for the work of the Temporary Employee. The Participation Fund shall transfer to the Temporary Employee's Home Fund an amount of money equal to the Contributions received on behalf of the Temporary Employee for work performed from the first day of the month in which the signed authorization form is received by either the administrator of the Participating Fund or by a person designated by the Participating Fund to receive such authorization forms. An earlier effective date for the transfer of Monies may be established by the trustees of a Participating Fund.

Amount Transferred to Home Fund

The Participation Fund shall transfer to the Temporary Employee's Home Fund an amount of money equal to all Contributions received. There shall be no administrative fee charged by a Participating Fund for the transfer or for any other reason, except as authorized by an amendment to this Plan pursuant to the provisions of Section 23 of this Electrical Industry Pension Reciprocal Agreement.

Identification of Home Fund to Receive Transfers

If the Temporary Employee has two Home Funds, a defined benefit fund and a defined contribution fund, the Participating Fund shall transfer all Monies to whichever Home Fund is the same type as the Participating Fund (defined benefit to defined benefit — defined contribution to defined contribution).

If the Temporary Employee has only one Home Fund, the Participating Fund or Funds shall transfer all Monies to that Fund.

Time of Transfer

The initial transfer of Monies by a Participating Fund to the Temporary Employee's Home Fund shall be made as soon as feasible, but not later than sixty (60) days following receipt of the authorization form. Subsequent transfers of Monies to the Home Fund shall be made on at least a monthly basis.

Information Submitted With Transfer

Each Participating Fund shall, at the time of making the monthly transfer, submit to the Home Fund a report which shall include the following information for each Temporary Employee:

Name;

Social Security Number;

Number of hours contributed for in the month; and

The total Monies being transferred.

Effect of Transfers on PBGC Premium

For purposes of the Pension Benefit Guaranty Corporation (PBGC), the Temporary Employee shall not be considered a Participant in the Participating Fund if Monies are transferred to the Temporary Employee's Home Fund.

How Temporary Employee Stops Transfers

Should a Temporary Employee desire to stop the transfer of Monies from a Participating Fund to his Home Fund, he must request such in writing. Such a request shall become effective on the last day of the month in which it is received by the administrator of the Participating Fund. A copy of such request must be sent to the Temporary Employee's Home Fund by the Participating Fund. A Temporary Employee who files a request for a cessation of the transfer of Monies shall not be eligible to select a new Home Fund and have money transferred pursuant to this Agreement, so long as he works in the area of the Participating Fund to which he requested a cessation of the transfer of Monies.

When Reciprocity is Not In Effect

Where a Participating Fund receives Contributions for a Temporary Employee, such Contributions shall not be transferred, but shall be applied in accordance with the Participating Fund's provisions, if:

The Temporary Employee has not completed and filed an authorization form, as provided in Section 6;

Ninety (90) days have passed since an authorization form was completed by the Temporary Employee without Contributions being received on his behalf, except where the lapse is due to an employer delinquency; or

No Home Fund has been established by the Temporary Employee under this Agreement.

Treatment of Monies Received By Home Fund

All Monies forwarded pursuant to this Agreement to the trustees of the Home Fund of a Temporary Employee shall be treated as the equivalent of Contributions to that Home Fund and shall be applied in accordance with said Home Fund's provisions. Neither the Participating Fund nor its trustees forwarding Monies to the Home Fund shall have any responsibility for the application of the Monies by the Home Fund.

Crediting Service in Home Fund

The manner of crediting Monies and hours received by a Home Fund on behalf of its participants temporarily employed elsewhere shall be as follows:

Vesting Service — All hours worked in any Participating Fund for which Monies are transferred pursuant to this Agreement shall be counted as vesting service by the Home Fund on an hour-for-hour basis, as required by ERISA. However, if the same hours are reported by more than one Participating Fund the Home Fund shall not be required to credit such hours more than once. A year of vesting service shall be whatever each plan decides, so long as it meets the requirements of ERISA.

Benefit Accrual — All hours worked in any Participating Fund for which Monies are transferred pursuant to this Agreement shall be counted for benefit accrual purposes by the Home Fund on an equitable basis, considering the relationship between the contribution rate in the Participating Fund and the contribution rate in the Home Fund. For example, the benefit accrual rate for each hour for which Monies are transferred may be proportional to the Home Fund's regular benefit accrual rate based on the relationship between the Home Fund contribution rate and the contribution rate received from the Participating Fund. Where benefit accrual is not based on hours but on the amount of contributions received on a Participant's behalf, all Monies transferred shall be credited to his account for benefit accrual purposes.

Liability for Contributions

No Participating Fund shall be liable to any other Participating Fund for any sum whatsoever except to the extent Contributions made on Temporary Employees are in fact collected. All Participating Funds shall make every reasonable effort to collect all Contributions due, as required by ERISA. The trustees of each Participating Fund agree to cause investigation to be made upon request of the trustees of any other Participating Fund to determine whether Contributions as required have been made on behalf of Temporary Employees. However, a Temporary Employee's Home Fund shall have no responsibility to take any action to enforce the terms of any collective bargaining agreement requiring Contributions to another Participating Fund.

Employer Limitation

No employer shall be considered a contributing employer in any Participating Fund or Funds other than the Fund or Funds to which he is bound to contribute pursuant to the terms of a collective bargaining agreement which he has signed or assented to.

Waiver of Liability

It is expressly understood and agreed that none of the Participating Funds assumes any of the liabilities or obligations of the other Participating Funds. Each Participating Fund shall be liable solely and exclusively for pension benefits due under its own plan. No Participating Fund shall be liable for the acts or omissions of another Participating Fund.

No IBEW Liability

Neither the IBEW nor its officers, employees or agents shall in any way be responsible or liable for the payment of benefits, the transfer of Monies, the accuracy of reports, or for any acts and omissions of any Participating Fund; nor shall they have any financial or legal liability with regard to transactions between Participating Funds pursuant to this Agreement or its administration.

Acceptance of Written Documents

The trustees of Participating Funds shall be fully protected in acting upon any instrument, certificate, report, or paper believed by them to be genuine; and the trustees of each Participating Fund shall be under no duty to make any investigation or inquiry as to any statement in any such writing or as to the authority of the person making such statement, but may accept the same as conclusive evidence of the accuracy of the statement contained therein and the authority to make it.

OTHER PROVISIONS

Effect on Other Reciprocal Agreements

This Agreement shall supersede any existing or future “money-follows-the-man” type of reciprocal agreement in effect between two or more Participating Funds requiring transfers of money to a Home Fund.

Amendment Procedures

This Agreement may be amended at any time by the written approval of a proposed amendment by a simple majority of all Participating Funds. The Reciprocal Administrative Office shall prepare and circulate proposed amendments, tabulate all votes on amendments, and report the results to the Participating Funds.

Plan Termination or Loss of Tax-Exempt Status

In the event a Participating Fund shall terminate its plan or lose its tax-exempt status, its participation in this Agreement shall automatically terminate. It shall be the responsibility of that Fund to notify the Reciprocal Administrative Office of said termination or loss of tax-exempt status. Notice in writing, by certified mail, shall be given prior to or immediately following the date of either occurrence.

Termination of Reciprocal Agreement

Any Participating Fund may terminate its participation in this Agreement by giving written notice, by certified mail, to the Reciprocal Administrative Office if the notice is received at least one hundred eighty (180) days prior to the end of any calendar year. In such event, termination shall become effective with respect to Contributions attributable to work performed in the calendar year during which such notice of termination is given.

Resolution of Disputes

Any dispute, disagreement, or question between Participating Funds arising out of this Agreement shall first be referred to the Reciprocal Administrative Office and notice shall be given to any other parties to the

dispute. If the dispute is not satisfactorily resolved within sixty (60) days from the time notice thereof shall have been given to all parties, it may be submitted to an arbitrator, if requested in writing by either party, for binding determination. The arbitrator, the time and the location of the arbitration hearing may be selected by mutual agreement by the Participating Funds who are parties to the dispute, or, in the event that the disputing parties cannot mutually agree on the selection of an arbitrator, the time, and the location of the hearing, either party may request in writing that the Reciprocal Administrative Office select an arbitrator, the time, and the location of the hearings. Should a party not be present before the arbitrator at the time and location so determined, the hearing nevertheless shall proceed and an award be made. The expense of the arbitration shall be borne equally by the parties. The award of the arbitrator shall be final, binding, and conclusive upon the parties to the dispute and it may be enforced in any court of competent jurisdiction, including the United States court or state court in and for the district or county within which such award was made. The arbitrator shall not have the authority to modify or amend this Agreement.

Any notice given pursuant to this Section must be mailed to the regular post office address of the Participating Fund to which it is sent, by certified mail, return receipt requested, and a copy sent to the Reciprocal Administrative Office.

Separability

In the event that any of the provisions of this Agreement shall be adjudicated invalid or unenforceable, such adjudication shall not affect or impair the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

Applicable Law

This Agreement shall be construed and enforced according to federal law and, where not preempted by federal law, the laws of the District of Columbia.

APPENDIX D

To The Pension Plan
For The Solano-Napa Counties
Electrical Workers Pension Trust

Husband-and-Wife Pension Adjustment Factors

- a. **Adjustment of Husband-and-Wife Pension Amount - Non-Disability Pension Regular or Early Pension.**
 - (1) **Without Reversion Feature.** For a Participant who is eligible for a Regular or Early Pension, the Husband-and-Wife Pension without a reversion feature shall be 86.3% of the amount determined from Section 3.3 or 3.5, whichever is appropriate, if the Participant and spouse are the same age. Notwithstanding the foregoing,
 - (A) For a Regular or Early Retirement Pension that commences on or after February 1, 1997 and before June 1, 2000, the Husband-and-Wife Pension without a reversion feature shall be 90% of the amount determined from Section 3.3 or 3.5, whichever is appropriate, if the Participant and spouse are the same age.
 - (B) For a Regular or Early Retirement Pension that commences on or after June 1, 2000, the Husband and Wife Pension without a reversion feature shall be 100% of the amount determined from Section 3.3 or 3.5, whichever is appropriate, if the Participant and spouse are the same age.
 - (2) **With Reversion Feature.** For Participants and their spouses who elect a reversion feature under paragraph (b) of Section 5.2 for a Regular or Early Pension, the Husband-and-Wife Pension shall be 84.8% of the amount determined from Section 3.3 or 3.5, whichever is appropriate, if the Participant and spouse are the same age. Notwithstanding the foregoing,
 - (A) For a Regular or Early Retirement Pension that commences on or after February 1, 1997, and before June 1, 2000, the Husband-and-Wife Pension with a reversion feature shall be 88.5% of the amount determined from Section 3.3 or 3.5, whichever is appropriate, if the Participant and spouse are the same age.
 - (B) For a Regular or Early Retirement Pension that commences on or after June 1, 2000, the Husband and Wife Pension with a reversion feature shall be 100% of the amount determined from Section 3.3 or 3.5, whichever is appropriate, if the Participant and spouse are the same age.

(3) The applicable factor in paragraph (1) or (2) above is increased by 0.6 percentage points for each full year the spouse is older than the Participant, subject to a maximum factor of 99%, or decreased by 0.6 percentage points for each full year that the spouse is younger than the Participant. For a Regular or Early Retirement Pension that commences on or after June 1, 2000, the applicable factor in paragraph (1) or (2) above is increased by 0.6 percentage points for each full year the spouse is older than the Participant, subject to a maximum factor of 100%, or decreased by 0.6 percentage points for each full year that the spouse is younger than the Participant.

b. Adjustment of Husband-and-Wife Pension Amount - Deferred Vested Pension.

(1) **Without Reversion Feature.** For a Participant who is eligible for a Deferred Vested Pension, the Husband and Wife Pension without a reversion feature shall be 86.3% of the amount determined from Section 3.13 if the Participant and spouse are the same age. Notwithstanding the foregoing, for a Deferred Vested Retirement Pension that commences on or after February 1, 1997, the Husband and Wife Pension without a reversion feature shall be 90% of the amount determined from Section 3.13 if the Participant and spouse are the same age.

(2) **With Reversion Feature.** For Participants and their spouses who elect a reversion feature under paragraph (b) of Section 5.2 for a Deferred Vested Pension, the Husband and Wife Pension shall be 84.8% of the amount determined from Section 3.13 if the Participant and spouse are the same age. Notwithstanding the foregoing, for a Deferred Vested Pension that commences on or after February 1, 1997, the Husband and Wife Pension with a reversion feature shall be 88.5% of the amount determined from Section 3.13 if the Participant and spouse are the same age.

(3) The applicable factor in paragraph (1) or (2) above is increased by 0.6 percentage points for each full year the spouse is older than the Participant, subject to a maximum factor of 99%, or decreased by 0.6 percentage points for each full year that the spouse is younger than the Participant.

c. Adjustment of Husband-and-Wife Pension Amount - Disability Pension.

(1) **Without Reversion Feature.** For a Participant who is eligible for a Disability Pension, the Husband-and-Wife Pension without a reversion feature shall be 77% of the amount determined from Section 3.3 and 3.5 if the Participant and spouse are the same age. Notwithstanding the foregoing,

- (A) For a Disability Pension that commences on or after February 1, 1997, and before June 1, 2000, the Husband-and-Wife Pension without a reversion feature shall be 80.7% of the amount determined from Section 3.3 or 3.5, whichever is appropriate, if the Participant and spouse are the same age.
- (B) For a Disability Pension that commences on or after June 1, 2000, the Husband and Wife Pension without a reversion feature shall be 100% of the amount determined from Section 3.3 or 3.5, whichever is appropriate, if the Participant and spouse are the same age.

(2) **With Reversion Feature.** For Participants and their spouses who elect a reversion feature under paragraph (a) of Section 5.1 for a Disability Pension the Husband-and-Wife Pension shall be 75.5% of the amount determined from Section 3.03 or 3.05, whichever is appropriate, if the Participant and spouse are the same age. Notwithstanding the foregoing,

- (A) For a Disability Pension that commences on or after February 1, 1997 and before June 1, 2000, the Husband-and-Wife Pension with a reversion feature shall be 79.2% of the amount determined from Section 3.3 or 3.5, whichever is appropriate, if the Participant and spouse are the same age.
- (B) For a Disability Pension that commences on or after June 1, 2000, the Husband and Wife Pension with a reversion feature shall be 98.5% of the amount determined from Section 3.3 or 3.5, whichever is appropriate, if the Participant and spouse are the same age.

(3) The applicable factor in paragraph (1) or (2) above is increased by 0.6 percentage points for each full year the spouse is older than the Participant, subject to a maximum factor of 99%, or decreased by 0.6 percentage points for each full year that the spouse is younger than the Participant. For a Regular or Early Retirement Pension that commences on or after June 1, 2000, the applicable factor in paragraph (1) or (2) above is increased by 0.6 percentage points for each full year the spouse is older than the Participant, subject to a maximum factor of 100%, or decreased by 0.6 percentage points for each full year that the spouse is younger than the Participant.