

IBEW Local No. 684

Defined Benefit Pension Plan (Part A)

Summary Plan Description

SOME TECHNICAL TERMS USED IN THIS BOOKLET

Administration Office of the Pension Trust

This is the office to which all communications about your pension should be addressed. Also, it may be referred to as "Fund Office" or "Trust Office". It is the office to which anything for the Board of Trustees should be addressed. Any inquiries about your rights and benefits and responsibilities and any notice you may be required to give the Plan should be addressed to this office.

Annuity Starting Date

The date as of which pension benefits are calculated and payments are scheduled to start.

Break-in-Service

Failure to earn a required minimum of credited service over specified periods of time can result in a break-in-service. Unless certain conditions are met, a break-in-service can cause the loss of an employee's previously-earned credited service and benefit units. This is known as a permanent break-in-service. However, there are provisions for repairing breaks-in-service before they become permanent. Detailed explanations of what causes a break-in-service, what can make it permanent, and how breaks can be repaired are in the section entitled "How Working Time Counts".

Contribution Date

April 1, 1975, the first date on which an employer was required to make contributions on an employee's behalf.

Covered Employment

Work under a collective bargaining agreement which requires the employer to contribute to this Pension Trust.

Employee

Persons who work in a job covered by a collective bargaining agreement or persons who work for an employer who otherwise contributes to this Plan on their behalf pursuant to an approved written agreement between the employer and the Trust.

Normal Retirement Age

Normal Retirement Age is attained under the following circumstances and allows for an unreduced Pension:

- The later of age 62 or the age of the Participant on the fifth anniversary of his participation, excluding participation prior to April 1, 1988; or
- The later of age 62 or the age of the Participant on the tenth anniversary of his participation.

Separation from Covered Employment

Failure to earn a required amount of contributory hours over a specified period of time will result in a Participant incurring a separation from covered employment. If a separation from covered employment occurs and a Participant later retires, the value of the benefit earned for years prior to the separation from covered employment will be frozen at the level in effect at the date of the separation. Thereafter, if additional benefits are earned, the value of such benefit will be added to the value of the benefit earned prior to the separation from covered employment in determining the monthly pension benefit.

Years of Credited Service and Benefit Units

Units by which the amount of time an employee has worked in covered employment is measured for pension purposes. (**NOTE:** Credits also may be earned during certain non-working periods under conditions specified in the Plan document). Although years of credited service and benefit units are similar, they are calculated by different methods and used for different purposes. Years of credited service are based on hours of service, and benefit units are based on contributory hours worked. An employee's eligibility for pension is determined by years of credited service. The amount of the monthly pension payment due the employee is determined only by his benefit units earned prior to April 1, 1980 and contributions to the Plan on his behalf thereafter.

Explanation of other technical terms and further detail will be found in the following explanatory material and text of the Pension Plan.

NOTE: The Pension Plan described in this booklet applies only to retirements which begin on or after November 1, 2005. However, please read the summary and the Plan carefully as different rules apply to different time periods as to:

- How you incur one-year and permanent breaks-in-service.
- How you incur a separation from covered employment.
- The value assigned to each benefit unit earned (prior to April 1, 1980) and contributions received on your behalf (after March 31, 1980).

These provisions may affect eligibility for benefits and the amount of the accrued benefits. **Also, benefit amounts and eligibility will be determined by the provision in effect at the time the benefits were earned unless later plan amendments affirmatively specify otherwise.**

QUESTIONS AND ANSWERS

1. How do I become a Participant in the Plan? (Section 2.02)

You become a Participant in this Plan on the April 1 or October 1 after you work at least 250 hours during twelve-consecutive months in a job category covered by a collective bargaining agreement between your employer and IBEW Local 684.

2. How do hours worked become Vesting Credits and Benefit Credits?

The amount of time you work in a job covered by a collective bargaining agreement counts in several important ways. It determines whether you are eligible for a pension and how much your pension will be. For these purposes, the time you work as a Participant in the Plan is measured in two ways - in years of credited service which are used to determine your vesting status and in benefit units which are used to determine the amount of your pension benefit.

Credited Service Before the Contribution Date

(Refer to Section 4.02)

You receive one year of credited past service for each plan credit year before the Contribution Date (April 1, 1975) during which you were employed at least 1,000 hours in the geographic and work jurisdiction of IBEW Local 684 at a job of the type which now requires contributions to this Pension Plan. If you worked less than 1,000 hours, one quarter of credited past service is granted for each 250 hours of work.

To be eligible for credited past service, you must have worked at least 250 contributory hours in covered employment during the 12-month period immediately following the Contribution Date. You are allowed a maximum of five years of credited past service. To determine the number of hours you worked before the Contribution Date, the Trustees use certain records. These records include:

- Union records;
- Records and/or statements of past employers operating in the electrical industry in the geographical area covered by the Plan;
- A W-2 form or check stub for work performed during the period for any employer known to have been operating in the electrical industry in the geographical area covered by the Plan;
- Records of the Social Security Administration;
- Records of the Health and Welfare Plan; or
- A statement from an individual having firsthand knowledge of your work in the electrical industry in the geographical area covered by the Plan.

Credited Service After the Contribution Date

(Refer to Section 4.03)

After the Contribution Date you receive credited future service for all hours in a plan credit year for which you are paid (hours of service) according to the following schedule:

<u>Hours of Service in Plan Credit Year</u>	<u>Years of Credited Future Service</u>
Less than 250 hours	None
250 to 499 hours	$\frac{1}{4}$ Year
500 to 749 hours	$\frac{1}{2}$ Year
750 to 999 hours	$\frac{3}{4}$ Year
1,000 hours or more	One Year

You also receive credited future service for work in a job not covered by the Plan if you work for a contributing employer and:

- You move directly from a covered job with that employer to a non-covered job with that same employer, or
- You move directly from a non-covered job with that employer to a covered job with that same employer.

If, however, you work in non-covered employment and you do not work enough hours for contributing employer(s) to earn a full year of credited service in a plan credit year, you will not receive any credit. Fractions of a year of credited service are not granted for non-covered employment.

Benefit Units

The amount of your pension will be based on the number of benefit units you earned before April 1, 1980 and the contributions made on your behalf thereafter.

Benefit Units Before the Contribution Date

(Refer to Section 4.04.a.)

If you earned one year of credited past service, you also earned one benefit unit.

Benefit Units After the Contribution Date

(Refer to Section 4.04.b,c,d.)

After the contribution date and prior to April 1, 1980, you earn benefit units for all hours for which your employer is required to contribute on your behalf (contributory hours) according to

the following schedules:

Between the Contribution Date and Prior to April 1, 1979:

<u>Contributory Hours Worked in Plan Credit Year</u>	<u>Benefit Units</u>
Less than 250	None
250 to 374	2/10
375 to 499	3/10
500 to 624	4/10
625 to 749	5/10
750 to 874	6/10
875 to 999	7/10
1,000 to 1,124	8/10
1,125 to 1,249	9/10
1,250 or more	One

After March 31, 1979 and prior to April 1, 1980:

<u>Contributory Hours Worked in Plan Credit Year</u>	<u>Benefit Units</u>
Less than 250	None
250 to 374	2/10
375 to 499	3/10
500 to 624	4/10
625 to 749	5/10
750 to 874	6/10
875 to 999	7/10
1,000 to 1,124	8/10
1,125 to 1,249	9/10
1,250 to 1,374	One
1,375 to 1,499	11/10
1,500 to 1,624	12/10
1,625 to 1,749	13/10
1,750 to 1,874	14/10
1,875 or more	15/10

3. Can I lose my Credited Service and Benefit Units?

(Refer to Section 4.05)

Yes, if you are not vested. You cannot lose your credited service and benefit units if you are vested. However, you may lose them if you are not vested and you do not work a required

number of hours in a covered job for a certain number of years, as explained below.

Before April 1, 1985. You incurred a one-year-break-in-service if you had fewer than 250 hours of service in a plan credit year. You lost your credited service and benefit units if you had as many consecutive one-year breaks-in-service as you had full years of credited service.

Example 1: An employee has earned four years of credited service. Then in:

<u>Year</u>	<u>Employee Works</u>	<u>Years of Credited Service</u>	<u>Break-in-Service Years</u>
1	200 hours	4	1 year (temporary)
2	150 hours	4	2 years (temporary)
3	0 hours	4	3 years (temporary)
4	0 hours	0	4 years (permanent)

Beginning April 1, 1985. A break-in-service becomes permanent if an employee's number of one-year breaks exceeds five, or if greater, the number of his full years of credited service.

Example 2: An employee has earned four years of credited service. Then in:

<u>Year</u>	<u>Employee Works</u>	<u>Years of Credited Service</u>	<u>Break-in-Service Years</u>
1	200 hours	4	1 year (temporary)
2	150 hours	4	2 years (temporary)
3	0 hours	4	3 years (temporary)
4	0 hours	4	4 years (temporary)
5	210 hours	0	5 years (permanent)

Before April 1, 1985, the employee in Example 1 has a permanent break-in-service after the fourth year because the number of consecutive break-in-service years equaled the number of full years of credited service. If there were at least 250 hours worked in the fourth year, his years of credited service would total four and one-half. Then, the consecutive one-year breaks-in-service would be broken and the previous temporary break-in-service years would be eliminated.

Beginning April 1, 1985, the employee in Example 2 does not suffer a permanent break until he incurs a fifth-consecutive one-year break.

This means that a one-year break-in-service beginning April 1, 1985, (less than 250 hours of service in a plan credit year) can be repaired - so long as the break-in-service is not permanent. All previous break-in-service years are disregarded after a plan credit year in which an employee has at least 250 hours in covered employment and/or continuous non-covered employment.

Important: Break-in-service years will not be added together unless they come one right after the other, without interruption by years of more than 250 hours in covered employment and/or continuous non-covered employment.

4. Can I receive Benefit Credits or Vesting Credits when I am unable to work?

No, however, beginning April 1, 1985, if you are absent from covered employment due to maternity or paternity reasons, you will receive hourly credit of eight hours per day if you would otherwise experience a break-in-service. These credits begin to accrue when the absence begins if credit is necessary to prevent a break-in-service for that year. Otherwise, credit will begin to accrue starting the following year. Maternity/Paternity Leave will be granted for the following:

- Pregnancy of the individual.
- Birth of the child of the individual.
- Placement of a child with the individual due to adoption.
- Care of the child immediately following birth or adoption.

No more than 501 hours will be credited for any one absence and will be applied only to prevent a break-in-service. These hours will not add to your credited service or benefit units.

5. When do I become Vested?

(Refer to Section 4.06)

You are vested if you accumulated at least 5 years of credited service without an intervening permanent break-in-service.

6. When do I become eligible for a pension? How much will I receive?

Several types of pension are available to employees under this Plan. Requirements for the different types of pension vary and so do the methods by which the payments are determined.

The Administration Office can tell you about your eligibility and explain various factors that should be considered when you are ready to think about retirement.

This section describes the types of pensions and the service, age, and other requirements for each. The amount of the monthly pension payment of each type will vary according to a number of factors, including: when your benefit units were earned, when you apply for your pension, the options you select, etc.

Information regarding the amount of payment will be found in the section on "Payment Methods" as well as in this section.

A Regular Pension

(Refer to Sections 3.02 and 3.03)

Eligibility

You are eligible to receive a Regular Pension when:

- You reach age 62, and
- You have at least 5 years of credited service without a permanent break-in-service, or
- You attain normal retirement age (refer to Section 1.21).

Regular Pension Amount

The amount of the regular pension effective on or after April 1, 1986, depends on the following:

1. The number of benefit units earned; and
2. The amount payable for each benefit unit for employment before April 1, 1980; and
3. The contributions made with respect to an employee's work on or after April 1, 1980.

Portion of Monthly Pension Earned Before April 1, 1980

The portion of the monthly pension earned before April 1, 1980, is determined by multiplying the benefit units earned before that date by the applicable benefit rate as follows:

- For each Non-Contributory Benefit Unit for employees who worked under an IBEW-NECA Inside or Residential bargaining agreement: \$20.00
- For Each Contributory Benefit Unit earned prior to April 1, 1980 for employees who worked under an IBEW-NECA Inside or Residential bargaining agreement: \$50.00

Portion of Monthly Pension Earned After April 1, 1980

The portion of the monthly pension earned on or after April 1, 1980 is determined in a completely different way. For covered service after March 31, 1980 and before April 1, 2008, the monthly benefit equals 3.1% of the total contributions made on your behalf during a plan credit year. For covered service after March 31, 2008, the monthly benefit equals 2.0% of the total contributions made on your behalf during a plan credit year.

Here is how it works:

Assume a regular employee decides to retire at age 65 on April 1, 1999. He has worked at least 1,500 hours in each plan credit year and has earned 3 noncontributory benefit units and 5 contributory benefit units prior to April 1, 1980. Further assume that from 1980 through 1999, a

total of \$46,518.75 was contributed to the Fund on his behalf. His monthly pension is determined as follows:

3 Non-Contributory Benefit Units	x	\$20.00	=	\$60.00
5 Contributory Benefit Units earned prior to April 1, 1980	x	\$50.00	=	\$250.00
Contributions made during 1980 through 1999 = \$46,518.75	x	3.1%	=	<u>\$1,442.08</u>
Amount of Monthly Pension				\$ 1,752.08
(Rounded up to nearest 50¢)				\$ 1,753.00

IMPORTANT: If you leave covered employment and do not work at least 250 contributory hours in any two consecutive plan credit years, the amount of the monthly pension you earned before this "separation from covered employment" will be frozen at the level which was payable by the Plan on the date your separation became official. If you later return to covered employment, the additional monthly pension amount earned after your return will be based on the amount payable by the Plan at that time.

A Rule of 80 Pension

(Refer to Sections 3.06 and 3.07)

Eligibility

You are eligible to receive a Rule of 80 Pension when:

- You have reached age 60 and have at least 20 years of credited service; or
- You have reached age 61 and have at least 19 years of credited service.

Rule of 80 Pension Amount

Even though you retire before Age 62, the normal retirement date under the Plan, the amount of the Rule of 80 Pension is determined in the same way as a Regular Pension.

An Early Retirement Pension

(Refer to Sections 3.04 and 3.05)

Eligibility

You are eligible to receive an Early Retirement Pension when;

- You reach age 55, and
- You have at least 5 years of credited service without a permanent break-in-service (not counting service earned in non-covered employment).

Payment of your Early Retirement Pension can begin anytime between ages 55 and 62.

Early Retirement Pension Amount

The amount of your Early Retirement Pension is reduced from the amount of the Regular Pension you would receive at age 62 to reflect the longer period of time that you will be collecting payments. This reduction is 1/2 of 1% for each month you are younger than age 62.

Here is how it works:

For example: Assume an employee decides to retire at age 55. His Regular Pension, if he were age 62, would be \$1,706.00 a month. Since he is 84 months younger than 62, the reduction is 1/2 of 1% for each of the 84 months that he is younger than age 62 which equals a reduction of 42%. The reduction is therefore 42% of \$1,706.00 or \$716.52. Subtract \$716.52 from \$1,706.00 which equals \$984.98 or \$985.00 rounded.

A Disability Pension

(Refer to Sections 3.08 through 3.13)

Eligibility

If you become totally disabled before age 62, you are eligible for a Disability Pension if:

- You have at least 5 years of credited service without a permanent break-in-service, (not counting service earned in non-covered employment), and
- You have worked at least 250 contributory hours in either of the two consecutive plan credit years prior to the plan credit year in which you became totally disabled.

You qualify for a Disability Pension if you are unable to engage in any employment (and are not working for wages or profit) and have been awarded Social Security Disability benefits by the Social Security Administration. At any time, the Board of Trustees may ask for proof that you continue to qualify for these benefits.

Disability Pension Amount

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

Payment of your Disability Pension begins the first day of the month after you have been disabled for six full calendar months and receive a Social Security Disability Award. You must file an application with the Administration Office within 18 months after receiving a determination by the Social Security Administration. Otherwise, payments will not begin until the first of the month after you file an application with the Administration Office.

The Disability Pension is payable for as long as you remain totally disabled as determined by the Social Security Administration unless you engage in work for wages or profit exceeding \$500.00 per month. Once you reach age 62, your pension will continue even if you recover, as long as you remain retired.

If you learn that your Social Security benefits are being stopped or you recover from your disability, you should write to the Administration Office within 21 days of learning of such a loss to keep from having your pension delayed when you retire again. Even if you continue to receive Social Security disability benefits, should you work and earn \$500.00 or more in any month, you must notify the Administration Office and you will be ineligible for Plan benefits for that month or any month in which you earn \$500.00 or more. Your Disability Pension will then stop. If you return to covered employment you will earn additional credited service. When you retire again, you will be eligible for a Regular or Early Retirement Pension that will not be affected by your earlier Disability Pension payments.

7. Can I choose how my Pension is paid to me?

Yes. When you make your decision to retire, you will be asked to choose the way you want your pension to be paid. The forms of payment available to you are described in this section.

Standard Form if You are Single

(Refer to Section 6.02)

If you are single or both you and your spouse have rejected the Husband-and-Wife Pension, you will receive monthly pension payments guaranteed for 60 months after your retirement date. Of course, benefits are paid to you for your lifetime. But if you live less than 60 months after retirement, the remaining monthly payments will continue to your designated beneficiary for the remainder of the 60 months. If there is no designated beneficiary or your beneficiary dies before receiving the balance of the 60 payments, the remainder will be paid to your surviving spouse. If there is no surviving spouse, the remaining payments will be payable in the following order of priority:

- Your surviving children in equal shares, including adopted children;
- The beneficiaries entitled to the proceeds of your life insurance provided by the Central California Electrical Workers Health and Welfare Plan;
- Your estate, if probate proceedings are started within 12 months following your death; or

- If probate proceedings do not start within 12 months of your death, payment will be made to whomever the Board, in its sole and absolute discretion, shall select.

Remember, this benefit is not payable if you are receiving a Husband-and-Wife Pension.

Standard Form If You Are Married

(Refer to Article VI)

If you are married when you retire you will **automatically** receive a Husband-and-Wife Pension **unless** you and your spouse reject that form of payment. In order to reject the Husband-and-Wife Pension, both you and your spouse must notify the Administration Office in writing, and your spouse's signature must be witnessed by a Notary Public or Plan Representative. A rejection of the Husband-and-Wife Pension is effective only if given within 180 days of the effective date of the pension.

Under this form of payment, you will receive a fixed monthly amount for your lifetime and after your death your spouse will receive a lifetime monthly benefit of 50% of the amount you were receiving. The amount you receive will be reduced to take into account your life expectancy as well as that of your spouse. The amount of reduction is determined by the difference in the ages between you and your spouse.

For example*: Assume that your monthly benefit is \$1,706.00 and

	<u>Monthly Benefit to Pensioner and Spouse</u>	<u>Monthly Benefit to Spouse if Pensioner Dies First</u>
Spouse is 10 years younger	\$ 1,467.50	\$734.00
Spouse is 5 years younger	\$ 1,501.50	\$751.00
Spouse is same age	\$1,535.50	\$768.00
Spouse is 5 years older	\$ 1,570.00	\$785.00
Spouse is 10 years older	\$ 1,604.00	\$802.00

* Different factors are used for Disability Pensions.

Once you begin to be paid under a Husband-and-Wife Pension, the reduced amount you receive will not be increased if you or your spouse are later divorced, or if your spouse dies before you.

Please note that if you are married, the Husband-and-Wife Pension will take effect automatically unless you **and** your spouse reject it, in writing. You and your spouse may reject

this payment method at any time before your pension begins. Once pension payments begin you cannot revoke or alter the payment method.

Rules for the Payment of the Husband-and-Wife Pension

- You and your spouse have to be legally married to each other when pension payments start and for a minimum of twelve months preceding your death.
- The Husband-and-Wife Pension protects only the spouse married to you at the time your pension begins.
- If your spouse dies before you, all pension benefits stop on your death.
- Monthly pension benefits are not increased after payments begin, even if your spouse dies before you or you and your spouse are divorced.
- The rights of a former spouse or other family member as outlined in a "Qualified Domestic Relations Order" may reduce or eliminate benefits due to the current spouse.
- Payments to your surviving spouse are for his or her lifetime. They do not stop even if he or she remarries.

8. Is there a Death Benefit if I die before I retire?

Yes. There is a surviving spouse benefit and a pre-retirement death benefit. They are described below.

Preretirement Surviving Spouse Pension

(Refer to Section 6.04)

If you are married and have worked at least one hour after September 21, 1974, and die prior to retirement after you become Vested (see Section 4.06), your surviving spouse will receive 50% of your earned retirement benefit adjusted as though you had retired on the day before your death and had elected the Husband-and-Wife Pension. If you die before attaining age 55, the amount payable to your surviving spouse will be determined as if you were age 55 when you died, but will not be payable until you would have reached age 55. This preretirement surviving spouse benefit is payable for your spouse's lifetime.

Your spouse may elect in writing to postpone the starting date of the preretirement surviving spouse pension to anytime after the day your spouse becomes entitled to receive the pension, but no later than the first of the month following the date you would have attained normal retirement age. If your spouse elects to postpone the starting date of the pension, your spouse will receive 50% of the amount determined as if you died the day before your spouse's benefit is to start and had retired on a Husband-and-Wife Pension.

If your spouse dies before the starting date of the preretirement surviving spouse pension, that benefit will be forfeited and there will be no payments to any other person.

In lieu of a preretirement surviving spouse pension, your spouse may elect to receive a preretirement death benefit of 60 monthly payments as described below.

Preretirement Death Benefit

(Refer to Section 7.01)

Your beneficiary will be entitled to a pre-retirement death benefit of 60 monthly payments equal to the amount of your regular pension earned to the date of death, if

1. You had earned at least 5 years of credited service without a permanent break-in- service (not counting service earned in non-covered employment); and
2. You had worked at least 250 contributory hours in either of two-consecutive plan credit years prior to the plan credit year in which you died.

This benefit is not payable if a surviving spouse is receiving benefits under a pre-retirement surviving spouse pension.

Important: You should be sure that you have a beneficiary designation on file with the Administration Office or Union Office and, if so, that it is up-to-date.

9. Can I be required to take my benefit in a lump sum “cash out”?

(Refer to Section 7.09)

Yes, but only if your benefit has an actuarial value of less than \$5,000. If you, your spouse, or other payees are entitled to pension benefits whose actuarial value is less than \$5,000, the Board of Trustees will pay the benefit in a single lump-sum payment. Such payment would represent your full entitlement to benefits under the Plan.

10. If I do not have enough Vesting Credits with the Local 684 Pension Plan can I combine credits from another IBEW Plan?

Yes, under limited circumstances. The Local 684 Pension Plan must have an agreement with the other (related) IBEW Plan to combine vesting credits only and each must agree to pay you a pro-rata pension based on service with the Plan. Upon application, you will be eligible for a pro-rata pension if you are not otherwise eligible for a pension from this Plan; if your Service Credit under this Plan were combined with your Related Credit (credit earned under Related Plans), then you would be entitled to a Normal Retirement Pension, Early Retirement Pension, Disability Pension, or Rule of 80 Pension under this plan. The Pro Rata Pension from this Plan is calculated only on the basis of your Credited Service under this Plan; Related Credit is only used to help you establish your eligibility (vesting).

11. Can I have my money transferred to the IBEW Local 684 Pension Plan from another IBEW Plan?

Yes. If you work under the jurisdiction of another pension plan which is signatory to The Electrical Industry Pension Reciprocal Agreement then you may be able to elect to have the contributions made on your behalf under that plan, and the corresponding credit, transferred to the IBEW Local 684 Pension Trust Fund. Credits earned under a defined benefit plan in another jurisdiction would be transferred to the IBEW Local Union No. 684 Pension Plan Trust (Part A). Credits earned under a defined contribution plan in another jurisdiction would be transferred to the IBEW Local 684 Defined Contribution Plan (Part B). Note that when contributions and credit are transferred to this Plan, Vesting Service is granted on an hour-for-hour basis, but the Credited Service (value of your benefit) is granted proportionately, based on the amount of the contribution transfer.

12. Do I pay income taxes on my pension?

Yes. Your employer's contributions go in tax free and there is no tax on the earnings accumulated in the Pension Plan from which your benefits are paid. However, when you draw out your pension you must pay ordinary taxes and if benefits are drawn out before age 59½ there may also be penalties.

13. Once I retire can I go back to work and still draw my pension?

Yes, but only in limited circumstances.

Retirement

(Refer to Section 7.11)

In order to receive monthly pension payments from this Plan, you must be retired and limit your work during any calendar month in the type of employment described below. You may, however, work at any other type of job (not in the electrical industry whether in management or under the collective bargaining agreement) without having your pension payment stopped.

Retirement Before Age 62

To be considered retired before age 62, you must withdraw completely and refrain from engaging in any work or activity for wages or profit in the electrical industry in the United States.

Retirement Between Age 62 and Age 70½

To be considered retired after age 62 and before age 70½, you cannot work for wages or profit in the electrical industry for 40 hours or more in a calendar month (or during any 4- or 5-week payroll period) in:

- Work of the type performed by employees accruing benefits under this Plan on your annuity starting date;
- Work in the trade or craft in which you were employed at any time under this Plan;

- The geographic area covered by this Plan on your annuity starting date.

You may ask the Administration Office whether particular employment will be prohibited.

Retirement After Age 70½

Beginning with the April 1 immediately following the calendar year in which you attain age 70½, the Fund must begin payment of your pension benefit whether or not you apply for benefits. There are no restrictions on the type, duration or location of the work you may perform.

Suspension of Pension Payments

(Refer to Section 7.12)

If you are retired and take a job that is not allowed by the Plan, you must notify the Administration Office, in writing, within 31 days after you start work.

Before Age 70½

If you are a pensioner younger than age 70½, your pension payments will be suspended for the months during which you are employed. If you fail to notify the Administration Office within 31 days, as required, the Trustees shall presume that you worked at least 40 hours in that month and each month following, unless and until you provide evidence to the contrary.

After Age 70½

Beginning with the April 1 immediately following the calendar year in which you reach age 70½, you will continue to receive your pension payments from this Plan during any period of employment, even if you become employed in the type of work prohibited by the Plan rules. If you accrue additional pension benefits, your pension will be adjusted at the end of each plan year in which you earned such benefits to include any additional benefits you earned while working.

Recovery of Overpayments

(Refer to Section 7.12.e)

If a pensioner received pension payments for any month or months during which he engaged in prohibited employment, after the period of suspension the Fund will recover the amount of such overpayments by offsetting the amount of his monthly pension payments until such overpayments is totally recovered. If you are over age 65, the first deduction will be 100% of the pension amount or the full overpayment, whichever is less; thereafter, the deduction will not exceed 25% of the monthly pension amount.

If you die before the overpayments have been fully recovered by the Fund, deductions will be made from the benefits payable to your surviving spouse or beneficiary, if any, subject to the

25% limitation on the rate of deduction if you were over age 65 at the time that suspension ended.

Pension Payments Following Suspension

(Refer to Section 7.13)

Benefits payments shall resume after the last month for which benefits were suspended, with payment beginning no later than the third month after the last calendar month for which benefits were suspended. The monthly amount and type of pension when resumed after suspension shall be in the same payment form received prior to suspension.

If you retire and return to work in covered employment and additional contributions are made on your behalf, the amount of your pension may be increased from the amount you formerly received when you retire again based on the added benefits earned (contributions received) during the period you returned to covered employment. The additional pension earned may have a separate annuity starting date (or pension effective date) and payment option.

The additional benefits earned will be determined as of the date you retire again, in accordance with the following:

- If the actuarial value of the additional benefits is \$5,000 or less, then the Board of Trustees shall pay that actuarial value in a lump-sum payment, provided you are younger than age 62.
- If you are a pensioner younger than age 62 as of the date you retire again, you may elect to receive the additional benefits in any payment form provided by the Plan.
- If you are a pensioner age 62 or older and were younger than age 62 on the annuity starting date immediately preceding the date the additional benefits became payable, you will have the option to elect a new form of payment for the additional benefits earned.
- If you are a pensioner age 62 or older and were at least age 62 on your most recent annuity starting date, that last annuity starting date and payment form thereof shall govern any additional benefits earned through reemployment after that date.

14. Who Administers the Plan?

All final decisions including the design of the plan and the benefit formula are made by the Board of Trustees. The Board of Trustees consists of an equal number of labor and management representatives, in accordance with the law. The day-to-day operations of the Plan are delegated to a contract administrator, Benefit Administration Corporation (BAC).

15. Do the benefits provided by this Plan affect Social Security benefits?

No. The benefits payable under this Plan are in addition to benefits paid under Social Security.

16. May pension benefits be assigned?

No. This is prohibited by the Pension Plan. However, the rights of a spouse or other family member to any share of a Participant's pension as set forth under a "Qualified Domestic Relations Order" shall take precedence over any claim of the Participant or the Participant's spouse at the time of retirement or death.

17. Are Plan Documents available to Participants and Beneficiaries?

Yes. Copies of the Trust Agreement, Plan Document, Plan Amendments, and a summary of the annual report are available for inspection at the Administration Office during regular business hours and upon written request will be furnished by mail.

In addition, copies of the collective bargaining agreement and a full annual report (Form 5500) are available for inspection at the Administration Office during regular business hours and upon written request will be furnished by mail upon payment of reasonable charges. You should therefore find out what that charge will be before writing and asking for copies of these documents.

APPLICATIONS, EFFECTIVE DATES & APPEALS

How to Apply for Benefits

(Refer to Sections 7.01)

To apply for your pension, you must request an application from the Administration Office. The form, with instructions for completing it, will be provided. Be sure to send the application, and any other documents needed (such as proof of age for yourself and your spouse and proof of marriage) to the Administration Office so that it arrives before the month in which your benefit payments are due to begin.

If you are applying for a Disability Pension, you will be required to submit proof that you have been awarded a Social Security disability benefit. If you are awarded a Social Security disability benefit, you should send the notice of entitlement to the Administration Office within 18 months after you receive it so that your disability pension may begin as early as possible.

The Fund must begin payment of your pension no later than the April 1st following the calendar year in which you reach age 70½, whether or not you apply for benefits. If your pension does not start by then, you may be subject to severe tax penalties by the IRS.

Application for Preretirement Death Benefit and Preretirement Surviving Spouse Pension

An eligible employee's widow or children must file an application with the Administration Office for these benefits on a form furnished by the Fund. An application should be secured from the Administration Office right after the employee's death in order that payment may begin as soon as possible.

Pension Effective Dates

(Refer to Section 7.05)

Pensions are usually effective on the first day of the month after the pension application is filed, or the first day of the month after you have retired or become eligible for a pension, whichever is the later date. Such effective date is known as the annuity starting date. For example, if you want to receive your first pension payment on July 1, your application must be received at the Administration Office by June 30.

Disability Pension payments may begin on the first day of the month following six full calendar months of disability if you file the pension application and a copy of the Social Security Administration notice of entitlement to a disability benefit not later than 18 months after the date of the determination as shown on the notice. Otherwise, payments will not begin until the first of the month after you file the pension application and a copy of the notice with the Administration Office.

Appeal Procedures

(Refer to Section 7.04)

If you or your beneficiaries apply for benefits and receive notice that your claim has been denied, or if you believe you did not receive the full amount of benefits to which you are entitled, you have the right to appeal to the Board of Trustees. The request must be in writing and should state clearly the reasons why your pension should not be denied, or should be increased. It must be received in the Administration Office within 60 days after you receive the notice denying your pension or informing you of the amount of the pension awarded to you.

After your appeal is heard, you will receive a written decision. The notice will include the specific reasons for the decision and will refer to the provision(s) of the Plan on which the decision was based. The Board of Trustees has absolute discretion in the administration of the Plan in connection with determining eligibility for and amount of benefits as well as interpreting the Plan.

This procedure must be followed by anyone who believes he should not have been denied a pension or other benefit; or who believes his pension should be larger. If you fail to follow this procedure or otherwise fail to exhaust your administrative remedies under the Plan you will be precluded from review of your dispute by any court, federal or state.

The preceding explanation of the Pension Plan is no more than a brief and very general statement of the most important provisions of the Pension Plan. No general statement such as this can adequately reflect all of the details of the Plan. Nothing in this statement is meant to interpret or extend or change in any way the provisions expressed in the Plan Document itself. The rights of an employee can only be determined by consulting the actual text of the Pension Plan. The complete text of the Pension Plan is printed in this booklet.

ONLY THE FULL BOARD OF TRUSTEES IS AUTHORIZED TO INTERPRET THE PLAN OF BENEFITS DESCRIBED IN THIS BOOKLET. NO EMPLOYER, NOR ANY REPRESENTATIVE OF ANY EMPLOYER OR UNION, IS AUTHORIZED TO INTERPRET THIS PLAN ON BEHALF OF THE BOARD - NOR CAN SUCH PERSON ACT AS AN AGENT OF THE BOARD OF TRUSTEES.

The Trustees retain the discretion to interpret the provisions of the Plan and decide all factual and legal matters that relate to eligibility and amount of benefits.

**INFORMATION REQUIRED BY THE EMPLOYEE
RETIREMENT INCOME SECURITY ACT OF 1974**

1. The Plan is administered and maintained by the Board of Trustees at the following address:
Board of Trustees
IBEW Local 684 Pension Trust
955 N Street
Fresno, CA 93721-2216

The above is the name, address and telephone number of the Plan's Administrator.

2. The Employer Identification Number (EIN) issued to the Board of Trustees by the Internal Revenue Service is 94-6442909. The Plan number is 001.
3. This is a defined benefit pension plan. For those members eligible for benefits under the IBEW Local 684 Pension Trust, a defined benefit is payable upon retirement.
4. The person designated as agent for service of legal process is:

Benefit Administration Corporation
955 N Street
Fresno, CA 93721-2216

Service of legal process may also be made on any of the Board of Trustees at the address shown above.

5. The names, titles, and addresses of the Trustees are listed below:

LABOR TRUSTEES

Mr. Billy Powell
IBEW Local 684
519 12th Street
Modesto, CA 95354-2402

Mr. Cecil Roberts
IBEW Local 684
519 12th Street
Modesto, CA 95354-2402

Mr. Mark Bowden
IBEW Local 684
519 12th Street
Modesto CA 95354-2402

MANAGEMENT TRUSTEES

Mr. Pete Halver
No Cal Chapter NECA
6300 Village Parkway
Dublin, CA 94568-3002

Mr. Brian Gini
No Cal Chapter NECA
6300 Village Parkway
Dublin, CA 94568-3002

Mr. Bobby Hamilton
No Cal Chapter NECA
6300 Village Parkway
Dublin, CA 94568-3002

6. The Plan is maintained pursuant to various collective bargaining agreements. Copies of the collective bargaining agreements are available for inspection at the Administration Office, and may be obtained by Participants and beneficiaries upon written request to the Plan Administrator. A copy of any collective bargaining agreement which provides for contributions to this Fund will also be available for inspection within 10 calendar days after written request at any of the Local Union offices, or at the office of any contributing employer to which at least 50 Plan Participants report each day.
7. The Administration Office will provide any Plan Participant or beneficiary, upon written request, information as to whether a particular employer is contributing to this Fund with respect to the work of Participants in the Fund and if the employer is a contributor, the employer's address.
8. The Plan's Normal Retirement Age is the later of age 62 or the age of the Participant on the fifth anniversary of his participation disregarding participation before August 1, 1988; or the later of age 62 or the age of the Participant on the tenth anniversary of his participation in the Plan.
9. Benefits are provided directly from the Fund's assets, which are accumulated under the Trust Agreement and held in custody by investment managers.

All contributions to the Plan are made by contributing Employers in accordance with the collective bargaining agreement, at fixed rates per hour.
10. The date of the end of the Fund's fiscal year is March 31.
11. The Board of Trustees is the Plan Administrator. This means that the Board of Trustees is responsible for seeing that information regarding the Plan is reported to government agencies and disclosed to Plan Participants and beneficiaries in accordance with ERISA. The Board of Trustees utilizes the services of a contract administrator to provide routine administrative services to the Plan.

12. **Guarantee of Benefits Under Federal Law.** Benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan becomes insolvent and therefore unable to pay the promised benefits.

Generally, the PBGC guarantees most vested normal retirement age benefits, early retirement benefits, and certain disability and survivor's pensions. However, PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations. PBGC fully guarantees monthly normal retirement benefits which do not exceed \$5 per year of service and 75% of the next \$15 per year of service.

The PBGC generally guarantees vested benefits at the level in effect when the Plan becomes insolvent. However, if a Plan has been in effect less than five years before it becomes insolvent, or if benefits have been increased within the five years before insolvency, the whole amount of the Plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that PBGC guarantees, a ceiling which is adjusted periodically.

For more information on the PBGC insurance protection and its limitations, ask your Plan Administrator or the PBGC. Inquiries to the PBGC should be addressed to the Coverage and Inquiries Branch, PBGC, 2020 K Street, N.W., Washington D.C. 20006. The PBGC Coverage and Inquiries Branch may also be reached by calling (202) 956-5000.

Statement of Rights Under Employee Retirement Income Security Act of 1974

As a Participant in the IBEW Local 684 Pension Trust, 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:

- Examine, without charge, at the plan administrator's office and at other specified locations, such as work sites and union halls, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (see item #8) 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 a year. The plan must provide the statement free of charge. The plan will provide this information to the extent it is able to, based on available records.

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. If your claim for a pension benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim Under ERISA; there are steps you can take to enforce the above right. For instance, if you request materials 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 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. 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. Also, if you are denied benefits and have exhausted the claim and appeal procedure contained in the plan you have the right to file suit in Federal District Court under section 502(g) of ERISA.

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, you should contact the nearest office of the Office of Pension and Welfare Benefit Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefit Administration, U.S. Department of Labor, 200 Constitution Ave. N.W., Washington, DC 20210.

International Brotherhood of Electrical Workers Local No. 684 Defined Benefit Pension Plan (Part A)

(Restated November 1, 2005)

ARTICLE I. DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions shall govern in the Plan. As used in this Pension Plan, the term:

Section 1.01. "Actuarial Equivalent" shall mean 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 Section 1.02.

Section 1.02. "Actuarial Present Value" shall mean a benefit determined using the interest rate prescribed by the Pension Benefit Guaranty Corporation for valuing annuities under single-employer plans that terminate without Notice of Sufficiency during the first day of the Calendar Year in which the benefit is valued. The mortality assumption shall be as follows:

- a. For payment where the Participant is not disabled as defined in Section 3.09, the 1971 Group Annuity Mortality Table, weighted as follows:
 - (1) For a Participant's benefit, 100% male and 0% female;
 - (2) For the benefit of a Participant's Spouse or former Spouse, 0% male and 100% female;
and
 - (3) In any other case, 50% male and 50% female.
- b. For payment where the Participant is disabled per Section 3.08, the PBGC Mortality Tables for Disabled Lives Eligible for Social Security Disability Benefits weighted according to a. above.
- c. Effective for distributions made on or after December 31, 2002 the applicable mortality Table is the mortality table described in Rev-Ruling 2001-62.

Notwithstanding the foregoing, the lump sum Actuarial Present Value of any benefit payable under the Plan shall not be less than the amount produced by using the Mortality Tables in a. or b. above based on a 7% interest assumption.

Section 1.03. "Annuity Starting Date" for a Participant shall mean the first day of the first calendar month starting after the Participant has fulfilled all of the conditions for entitlement to benefits and after the later of:

- a. The first day of the month after submission by the Participant of a completed application for benefits, or
- b. 30 days after the Plan advises the Participant of the available benefit payment options, unless
 - (1) The benefit is being paid as a Husband-and-Wife Pension at or after the Participant's Normal Retirement Age,
 - (2) The benefit is being paid out automatically as a lump sum under Section 7.09, or
 - (3) The Participant and Spouse (if any) consent in writing to the commencement of payments before the end of that 30-day period.

The Annuity Starting Date shall not be later than the Participant's Required Beginning Date.

The Annuity Starting Date for a Beneficiary or alternate payee designated under a Qualified Domestic Relations Order shall be determined under this Section, except that references to the Husband-and-Wife Pension and spousal consent shall not apply.

A Participant who retires before his Normal Retirement Age and then earns additional benefit accruals under the Plan through reemployment shall have a separate Annuity Starting Date determined under this Section with respect to those additional accruals including the election of any benefit payment options available under the Plan, except that an Annuity Starting Date that is on or after Normal Retirement Age shall apply for any additional benefits accrued through reemployment after that date.

Section 1.04. “Beneficiary” shall mean a person (other than an Employee or a Pensioner) who is receiving or is entitled to receive benefits under this Plan because of his designation for such benefits by a Pensioner or Participant.

Section 1.05. “Benefit Credit” shall mean the credit that is given for pension benefit accrual purposes for periods of service which are accumulated and recorded for Covered Employees.

Section 1.06. “Calendar Year” shall mean the twelve-month period from January 1 to the next December 31.

Section 1.07. “Collective Bargaining Agreement” shall mean the Collective Bargaining Agreement or agreements in effect from time to time between IBEW Local 684, and the Modesto Division, San Joaquin Valley Chapter of the National Electrical Contractor's Association, or other Employers, requiring Employer Contributions to this Pension Trust Fund.

Section 1.08. “Compensation” shall mean 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 the Plan, "Compensation" paid or made available during such limitation years shall include elective amounts that are not includible 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.

Notwithstanding this provision, 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). 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).

Section 1.09. "Contribution Date" shall mean April 1, 1975.

Section 1.10. "Contributory Hours" shall mean hours of work in Covered Employment for which Contributions are made or are required to be made to the Trust.

Section 1.11. "Covered Employment" shall mean employment in work covered by the Collective Bargaining Agreement.

Section 1.12. "Continuous Non-Covered Employment" shall mean employment for a Contributing Employer 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 continuous with Covered Employment only if there is no quit, discharge, or other termination of employment between the periods of Covered and Non-Covered Employment.

Section 1.13. "Employee" shall mean any employee of a Contributing Employer for whom contributions are made to the Fund pursuant to the provisions of the Collective Bargaining Agreement, the Trust Agreement or the Plan. The term "Employee" does not include any self-employed person whether a sole proprietor or a partner.

The term "Employee" includes a leased employee of an Employer, within the meaning of §414(n) (2) of the Internal Revenue Code, who otherwise meets the conditions for Participation, vesting and/or benefit accrual under the Plan. For this purpose a "leased employee" is any individual who provides services to an employee if (A) such services are provided pursuant to an

agreement between an employer in a leasing organization, and (B) such services are performed under the primary direction or control of an Employer. For purposes an “Employer” includes all members of an affiliated service group with the Employer or within the meaning of Internal Revenue Code and all other businesses aggregated with the employer under Internal Revenue Code 414(o).

Section 1.14. *“Contributing Employer”* or *“Employer”* shall mean any employer who is required by a Collective Bargaining Agreement to make contributions to the Pension Trust or who, in fact, makes such payments with the approval of the Trustees. To the extent consistent with applicable law and the requirements of the Internal Revenue Code, the term “Contributing Employer” shall also include the Union or other labor organization representing Employees of Contributing Employers, if it makes contributions to the Fund on behalf of its Employees with the approval of the Trustees.

An Employer shall not be deemed a Contributing Employer simply because it is part of a controlled group of corporations (within the meaning of Section 1563(a) of the Internal Revenue Code, determined without regard to Section 1563(a) (4) and (e) (3) (C)), or of a trade or business under common control (within the meaning of Section 414(c) of the Internal Revenue Code), some other part of which is a Contributing Employer.

For purposes of identifying Highly Compensated Employees and applying the rules on Participation, vesting and statutory limits on benefits under the Fund but not for determining Covered Employment, the term “Employer” includes all members of an affiliated service group with the Employer within the meaning of Internal Revenue Code §414(m) and all other businesses aggregated with the Employer under Internal Revenue Code §414(o).

Section 1.15. *“Employer Contribution”* or *“Contribution”* shall mean a payment made or required to be made to the Fund by any Contributing Employer. To the extent consistent with applicable law and the requirements of the Internal Revenue Code, the term “Employer Contribution” shall also include a payment made on behalf of an Employee of the Union, or other labor organization representing the Employee of Contributing Employers with the approval of the Board of Trustees.

Section 1.16. *“ERISA”* shall mean the Employee Retirement Income Security Act of 1974, as amended, and any lawful regulations issued thereunder.

Section 1.17. *“Fund”* or *“Trust”* shall mean the Trust Fund created and established by the Trust Agreement.

Section 1.18. *“Hours of Service”* shall mean all hours for which an Employee is paid, or entitled to payment by a Contributing Employer after the Contribution Date, directly or indirectly, but excluding any time compensated under a workers' compensation law (except if contributions are made during such period in accordance with the Collective Bargaining Agreement) or an unemployment compensation law or a plan pursuant to a mandatory disability benefits law, and excluding any hours of non-work time in excess of 501 hours in any continuous period. “Hours

of Service” shall also include hours for which back pay, irrespective of 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.

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 Trustees shall 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.

With regard to Hours of Service during which no duties are performed and for crediting hours for computation periods, the Hours of Service shall be determined in accordance with Department of Labor Regulations 29 CFR 2530.200b-2(b) and (c).

Section 1.19. “Maternity/Paternity Leave” shall mean leave taken by a Participant by reason of the pregnancy of the Participant, by reason of:

- a. Pregnancy of the Participant;
- b. The birth of a child of the Participant;
- c. The placement of a child with the Participant in connection with the adoption of the child by the Participant; or
- d. Caring for a child during the period immediately following the birth or placement.

Section 1.20. “Non-Bargained Employee” shall mean a Participant whose participation is not covered by a Collective Bargaining Agreement.

Section 1.21. “Normal Retirement Age” shall mean age 62 or, if later, the age of the Participant on the fifth anniversary of his participation, (disregarding Participation before April 1, 1988) provided such Participant has worked at least one hour in Covered Employment on or after April 1, 1988. For Participants who have not worked at least one hour in Covered Employment on or after April 1, 1988, “Normal Retirement Age” means age 62, or if later, the age of the Participant on the fifth anniversary of his Participation.

Participation before a Permanent Break in Service and Participation before a temporary Break in Service in the case of a former Participant who has not returned to Covered Employment and reestablished Participation in accordance with Section 2.04, shall not be counted.

Section 1.22. “Participant” shall mean a Pensioner, Beneficiary, or an Employee who meets the requirements for participation in the Plan as set forth in Article 2, or an Employee who has

attained Vested Status under this Plan and has Separated from Employment. A “Vested Participant” is an Employee who has achieved Vested Status in accordance with the provision of Section 4.06.

Section 1.23. “Pension Plan” or “Plan” shall mean this Pension Plan and any modification, extension or renewal thereof.

Section 1.24. “Pensioner” shall mean a Retired Employee receiving pension benefits under the Plan and any other person 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 shall not be considered a Pensioner for purposes of that benefit increase.

Section 1.25. “Plan Credit Year” shall mean the period from April 1 through March 31 of the following year. Pursuant to ERISA regulations, the Plan Credit Year shall serve as the vesting computation period, the benefit accrual computation period, and, after the initial period of employment, the computation period for eligibility to participate in the Plan.

Section 1.26. “Plan Year” shall mean the Fund's fiscal year from April 1 through March 31 of the following year.

Section 1.27. “Required Beginning Date” shall mean April 1 of the Calendar Year following the Calendar Year in which the Participant attains age 70½ if the Participant is a “5% owner” of an employer (as defined in section 416 (i)(1)(B)(i) of the Code). For all other Participants, required beginning date shown in April 1 of the calendar year following the calendar year in which the Participant has attained age 70 ½ or retires, whichever is later.

Section 1.28. “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 VI 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 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.
- c. For purposes of satisfying the 30-day waiver requirements under section 5.5 and the consent requirements of the Plan, the Annuity Starting Date defined in section 1.03 shall be used

instead of the Retroactive Annuity Starting Date. Notwithstanding any other provision contained herein, this section 1.28 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 1.29. “Spouse” shall mean a person to whom a Participant is legally married for a period of at least one year.

Section 1.30. “Trust Agreement” shall mean the Trust Agreement dated January 1, 1977, establishing the IBEW Local 684 Pension Trust and any modification, amendment, extension, or renewal thereof.

Section 1.31. “Trustees,” “Board,” or “Board of Trustees” shall mean the Board of Trustees established by the Trust Agreement.

Section 1.32. “Union” or “IBEW Local 684” shall mean Local 684 of the International Brotherhood of Electrical Workers.

Section 1.33. Other terms are specially defined as follows:

<u>Term</u>	<u>Section(s)</u>
a. Regular Pension	3.02 and 3.03
b. Early Retirement Pension	3.04 and 3.05
c. Rule of 80 Pension	3.06 and 3.07
d. Disability Pension	3.08 - 3.13
e. Years of Credited Service:	
Credited Past Service	4.02
Credited Future Service	4.03
Non-Covered Employment	4.03
f. Benefit Units	4.04
g. Break in Service	4.05
h. Vested Status	4.06
i. Separation from Covered Employment	4.07
j. Husband-and-Wife Pension	5.01
k. Retired or Retirement	7.11

ARTICLE II. PARTICIPATION

Section 2.01. Purpose.

This Article contains definitions to meet certain requirements of ERISA. Once an Employee has become a Participant, he shall receive Credited Service and Benefit Units for employment before he became a Participant in accordance with Article IV.

Section 2.02. Participation Requirements.

An Employee who works in Covered Employment shall become a Participant in the Plan on the April 1 or October 1 next following a twelve-consecutive-month period (which includes his first Hour of Service in Covered Employment) during which he accumulates at least 250 Hours of Service in Covered Employment. Under this rule, the Employee's initial twelve-month period for measuring eligibility to participate begins on the day on which his first Hour of Service is performed. Succeeding computation periods shall commence on April 1 of the year that commences prior to the first anniversary of the Employee's initial eligibility computation period. The 250-hour requirement may also be completed with Hours of Service in Continuous Non-Covered Employment with a Contributing Employer.

Section 2.03. Termination of Participation.

A Participant who incurs a one-year Temporary Break in Service (i.e., earns less than 250 hours of Benefit Credit in a Plan Year) shall cease to be a Participant as of the last day of the Plan Credit Year which constituted such One-Year Break in Service, unless he is a Pensioner or Vested Participant.

Section 2.04. Reinstatement of Participation.

An Employee who has lost his status as a Participant in accordance with Section 2.03 and because of a Permanent Break in Service shall again become a Participant by meeting the requirements of Section 2.02 hereinabove.

A person who has not incurred a Permanent Break in Service shall receive Credited Service and Benefits earned in the period prior to and after his Temporary Break in Service immediately upon his first day of reemployment.

ARTICLE III. PENSION ELIGIBILITY AND AMOUNTS

Section 3.01. General.

This Article sets forth the eligibility conditions and amounts payable for the pensions provided by the Plan. The accumulation and retention of Benefit Units and Credited Service for eligibility are subject to the provisions of Article IV. The pension amounts are subject to reduction on account of the Husband-and-Wife Pension as described in Article V. Entitlement of an eligible Participant to receive pension benefits is subject to his retirement and application for benefits, as provided in Article VII.

Eligibility depends upon Credited Service, as defined in Sections 4.02 and 4.03, and takes into account creditable employment both before and after Contributions began. Pension amounts are based on accumulated Benefit Units as defined in Section 4.04 which also takes into account creditable employment both before and after Contributions began.

Section 3.02. Regular Pension - Eligibility.

A Participant who has retired shall be eligible to receive a Regular Pension if:

- a. He has attained age 62 and has at least 5 Years of Credited Service (without a Permanent Break in Service), or,
- b. He has attained Normal Retirement Age, as defined in Section 1.21.

Section 3.03. Amount of the Regular Pension.

A Regular Pension effective on or after April 1, 1986, shall be a monthly amount equal to the sum of the amounts determined in accordance with subsections a., b., and c.:

- a. For each Non-Contributory Benefit Unit (including any fractions thereof) a monthly amount of \$20.00.
- b. For each Contributory Benefit Unit earned after the most recent Separation from Covered Employment, the sum of (1) and (2) below:
 - (1) For each Contributory Benefit Unit (or any fractions thereof) earned prior to April 1, 1980, a monthly amount of \$50.00.
 - (2) With respect to Covered Employment on and after April 1, 1980, the monthly pension amount is 3.1% of the Contributions made or required to be made on behalf of the Employee.
- c. A monthly amount payable for each Contributory Benefit Unit accrued prior to any

Separation from Covered Employment, as follows: the monthly amount payable for each Contributory Benefit Unit earned prior to any Separation from Covered Employment is the amount which was payable by the Plan as provided for in Plan provisions in effect at the end of the Separation period or when the benefits were earned.

Section 3.04. Early Retirement Pension - Eligibility.

A Participant who terminates his Covered Employment shall be entitled to an Early Retirement Pension prior to Normal Retirement Age if:

- a. He has attained age 55; and
- b. He has at least 5 Years of Credited Service (without a Permanent Break in Service), excluding any Credited Future Service earned as a result of work in Continuous Non-Covered Employment.

Section 3.05. Early Retirement Pension - Amount.

The Early Retirement Pension shall be a monthly amount determined as follows:

- a. The first step is to determine the amount of the Regular Pension to which the Participant would be entitled if he were 62 years of age on his Annuity Starting Date.
- b. The second step, to take account of the fact that the Participant is younger than 65, is to reduce the first amount by one-half ($\frac{1}{2}$) of one percent (1%) for each month that the Participant is younger than 62 on the effective date of his Early Retirement Pension.

Section 3.06. Rule of 80 Pension - Eligibility.

A Participant who has retired on or after April 1, 1998, shall be eligible to receive a Rule of 80 Pension if he has attained age 60 or older and the combination of Years of Credited Service and Age equals or exceeds 80 (without a Permanent Break in Service).

Section 3.07. Rule of 80 Pension - Amount.

The monthly amount of the Rule of 80 Pension is determined in the same way as the monthly amount of the Regular Pension is determined.

Section 3.08. Disability Pension - Eligibility.

A totally disabled Participant who has retired shall be entitled to receive a Disability Pension if he meets the following requirements:

- a. He is under age 62; and

- b. He has at least 5 Years of Credited Service (without a Permanent Break in Service), excluding any Credited Future Service earned as a result of work in Continuous Non-Covered Employment; and
- c. He has worked at least 250 Contributory Hours in either of the two consecutive Plan Credit Years prior to the Plan Credit Year in which he became totally disabled.

Section 3.09. Disability Pension - Amount.

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

Section 3.10. Total Disability Defined.

A Participant shall be deemed totally disabled only if the Participant has received a determination by the Social Security Administration that he or she is entitled to Social Security disability benefits in accordance with his or her Old Age, Survivors, and Disability Insurance (OASDI). A Participant shall annually, as a condition of receiving the disability pension benefits, submit written confirmation from the Social Security Administration that the Participant remains eligible to receive Social Security disability benefits.

Section 3.11. Disability Pension Payments.

- a. Payment of the Disability Pension shall not commence until six (6) full calendar months of disability have elapsed, or until the requirement for advance application has been met, whichever is later. Payment of the Disability Pension shall continue thereafter for as long as the Pensioner remains totally disabled as defined in Section 3.10, except that upon attainment of age 62, a Pensioner on a Disability Pension shall have his benefits continued without regard to whether he remains totally disabled as defined in Section 3.10.
- b. Effective as of April 1, 1989, if the Annuity Starting Date for a Participant who is totally disabled is more than two months after the date payments would have begun in accordance with subsection a., the Pensioner shall be entitled to an auxiliary disability benefit. The auxiliary disability benefit is an amount, payable as a lump sum, equal to the monthly benefit payable as the Pensioner's Disability Pension (in the payment form elected for that pension) multiplied by the number of complete months between the Annuity Starting Date and the date the Disability Pension payments would have begun in accordance with subsection a.

Section 3.12. Recovery by a Pensioner on a Disability Pension.

If a disability Pensioner, prior to age 62, is no longer totally disabled as defined in section 3.10, above, such fact shall be reported in writing to the Board of Trustees within 21 days of the date that the Participant receives notice from the Social Security Administration of such loss or notice of recovery. If such written notice is not provided, the Participant shall upon subsequent retirement prior to normal retirement age, be disqualified for benefits for up to six (6) months

following the date of retirement in addition to the months which may have elapsed since termination of Social Security disability benefits. If a Pensioner on a Disability Pension loses entitlement to a Social Security Disability Pension or recovers from his disability prior to attainment of age 62, such fact shall be reported, in writing, to the Board of Trustees within 21 days of the date he receives notice from the Social Security Administration of such loss or notice of recovery. If such written notice is not provided, he shall upon his subsequent retirement prior to Normal Retirement Age, be disqualified for benefits for a period of up to six (6) months following the date of his retirement, in addition to the months which may have elapsed since he received notice of recovery or the termination of the Social Security Disability Pension and in which he received Disability Pension payments from the Fund, but not beyond Normal Retirement Age.

If a Participant became eligible for and is receiving a Disability Pension and becomes employed in any employment, disability payments shall cease for the months of such employment whether or not the Participant continues to receive Social Security Disability payments for those months. Employment for purposes of this section 3.12 shall be evidenced by earning in any month a gross amount of \$500.00 or more, reported on either a W-2, 1099 or comparable tax document.

Section 3.13. Re-employment of a Pensioner on Disability Pension.

A Pensioner on a Disability Pension who is no longer totally disabled may re-enter Covered Employment and may thereupon resume the accrual of Credited Service and Benefit Units.

Section 3.14. Non-Duplication of Pensions.

A person shall be entitled to the payment of only one type of pension under this Plan at any one time.

ARTICLE IV. ACCUMULATION OF BENEFIT UNITS
AND YEARS OF CREDITED SERVICE

Section 4.01. 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 4.02. Years of Credited Service for Periods Before the Contribution Date.

- a. A Participant who works at least 250 Contributory Hours in Covered Employment in the 12-month period following his Contribution Date shall be entitled to Credited Past Service for employment before the Contribution Date for which Contributions would have been made to the Pension Trust had the provisions establishing this Pension Trust been in existence during such period of employment. However, 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. Five (5) Years of Credited Past Service is the maximum Credited Past Service allowable to a Participant.

A Participant shall be entitled to one full year of such Credited Past Service for each Plan Credit Year he was employed for 1,000 hours or more. If a Participant was employed for less than 1,000 hours, but for at least 250 hours in any Plan Credit Year, he shall receive one quarter of Credited Past Service for each 250 hours of such employment.

- b. It is recognized that, for the period prior to the Contribution Date, it may be difficult to establish with certainty the Credited Past Service of a Participant in the type of employment referred to in subsection a. above. In making the necessary determination as to Credited Past Service, the Board of Trustees may (if there is evidence to the contrary) consider and rely upon any relevant and material evidence including, without limitation, any of the following:
- (1) Records of the Union;
 - (2) Records and/or statements of Contributing Employers or any employer known or reputed to have been operating in the electrical industry in the geographical area covered by the Plan;
 - (3) A W-2 form or check stub furnished for work performed during the period for any employer known or reputed to have been operating in the electrical industry in the geographical area covered by the Plan;
 - (4) Records of the Social Security Administration;
 - (5) Records of the Health and Welfare Plan covering electricians for whom contributions

are made to the Pension Trust;

- (6) A statement from an individual having knowledge of the Participant's employment in work of the type for which Credited Past Service is granted in the geographical area covered by the Plan.

Section 4.03. Years of Credited Service After the Contribution Date.

- a. Beginning with his Contribution Date, a Participant shall receive Credited Future Service for Hours of Service in Covered Employment during a Plan Credit Year, in accordance with the following table:

<u>Hours of Service in Plan Credit Year</u>	<u>Credited Future Service</u>
Less than 250	None
250 to 499	1/4
500 to 749	2/4
750 to 999	3/4
1,000 or more	One Year

- b. **Non-Covered Employment.** If a Participant works for a Contributing Employer in Continuous Non-Covered Employment, his Hours of Service in such Continuous Non-Covered Employment, after the Contribution Date, shall be counted toward a Year of Credited Future Service. If the Participant does not work sufficient Hours of Service for Contributing Employers to earn a full Year of Credited Service in a Plan Credit Year, he shall not be entitled to any portion of a Year of Credited Future Service for Hours of Service in Continuous Non-Covered Employment.
- c. **Exception:** A Participant shall not be entitled to Credited Service for any period preceding a Permanent Break in Service, as defined hereinafter in Section 4.05, except as may be required by law.

Section 4.04. Benefit Units.

- a. **Benefit Units Earned Before the Contribution Date.** A Participant shall receive one Benefit Unit (or portion thereof) for each Year of Credited Past Service (or portion thereof) to which he is entitled under Section 4.02.
- b. **Benefit Units Earned After the Contribution Date and Prior to April 1, 1979.** After the Contribution Date, and prior to April 1, 1979, a Participant shall receive one Benefit Unit (or portion thereof) for Contributory Hours worked during a Plan Credit Year, according to the following schedule:

**Contributory Hours Worked
in Plan Credit Year**

Benefit Units

Less than 250	None
250 to 374	2/10
375 to 499	3/10
500 to 624	4/10
625 to 749	5/10
750 to 874	6/10
875 to 999	7/10
1,000 to 1,124	8/10
1,125 to 1,249	9/10
1,250 or more	One

- c. Benefit Units Earned After March 31, 1979 and Prior to April 1, 1980. After March 31, 1979, a Participant shall receive one Benefit Unit (or portion thereof) for Contributory Hours worked during a Plan Credit Year, according to the following schedule:

**Contributory Hours Worked
in Plan Credit Year**

Benefit Units

Less than 250	None
250 to 374	2/10
375 to 499	3/10
500 to 624	4/10
625 to 749	5/10
750 to 874	6/10
875 to 999	7/10
1,000 to 1,124	8/10
1, 125 to 1,249	9/10
1,250 to 1,374	One

**Contributory Hours Worked
in Plan Credit Year**

Benefit Units

1,375 to 1,499	11/10
1,500 to 1,624	12/10
1,625 to 1,749	13/10
1,750 to 1,874	14/10
1,875 or more	15/10

If a Participant works for a Contributing Employer in Continuous Non-Covered Employment and earns a Year of Credited Future Service in a Plan Credit Year after the Contribution Date but

works less than 250 Contributory Hours, he shall be credited with a pro-rated portion of a full Benefit Unit in the ratio which the Contributory Hours of work bears to 2,000 hours.

- d. Exception: A Participant shall not be entitled to Benefit Units for any period preceding a Permanent Break in Service as defined in Subsection 4.05(b) below, except as may be required by law.

Section 4.05. Breaks in Service: General.

If a Participant has a Break in Service before he has become a Vested Participant, it has the effect of canceling his participation, his previous Years of Credited Service and his Benefit Units accrued to the date of his Break in Service. However, a Break in Service may be temporary, 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.

a. One-Year Break in Service After the Contribution Date.

- (1) A Participant shall incur a One-Year Break in Service in any Plan Credit Year after the April 1 coinciding with or next following his Contribution Date in which he fails to earn at least 250 Hours of Service in Covered or Continuous Non-Covered Employment.
- (2) A One-Year Break in Service may be eliminated if, before incurring a Permanent Break in Service, the Participant subsequently earns one quarter of Credited Future Service, i.e., previously earned Years of Credited Service and Benefit Units shall be restored. However, nothing in this paragraph (2) shall change the effect of a Permanent Break in Service.

b. Permanent Break in Service before April 1, 1985.

A non-vested Participant shall incur a Permanent Break in Service prior to April 1, 1985, if he had consecutive One-Year Breaks in Service that equaled or exceeded the number of full Years of Credited Service which he had previously accumulated.

c. Permanent Break in Service After March 31, 1985.

A non-vested Participant shall incur a Permanent Break in Service if he had consecutive One-Year Breaks in Service that equaled or exceeded the number of full Years of Credited Service which he had previously accumulated, or five years, whichever is greater.

d. Grace Periods After March 31, 1985.

- (1) A Participant who is absent from Covered Employment after March 31, 1985, because of Maternity or Paternity Leave, as defined in Section 1.18, shall be credited with a

maximum of 501 Hours of Service for the period of such leave.

- (2) During the period of such absence, the Participant shall be treated as having completed:
 - (a) The number of hours of Covered Employment that normally would have been credited but for the absence;
 - (b) If the normal hours of Covered Employment are unknown, eight (8) Hours of Service for each normal workday during the leave, subject to the maximum of 501 hours.
- (3) The Hours of Service required to be credited shall be credited only:
 - (a) In the year in which the absence begins for one of the permitted reasons, if the crediting of such hours is necessary to prevent a Break in Service in that Plan Year, or
 - (b) In the following Plan Year, if subparagraph (3)(a) is not applicable.
- (4) A grace period shall not add to a Participant's Credited Service; it is a period which is to be disregarded in determining whether the Participant has worked sufficient hours in Covered Employment 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 Board of Trustees. The Board, at its discretion, may determine whether the Participant is entitled to a grace period in accordance with the provisions of this Section.
- (5) The Board of Trustees shall require as a condition of providing credit for the hours required herein that a Participant certify that the leave was taken for one of the permitted reasons. The Board of Trustees, at its discretion, may require such medical or other evidence as it deems appropriate.

e. Effect of a Permanent Break in Service.

If a Participant who has not achieved status as a Vested Participant has a Permanent Break in Service, his previous Years of Credited Service and Benefit Units are canceled.

Section 4.06. Vested Status.

A Participant shall achieve Vested Status when he has accumulated at least 5 Years of Credited Service (without an intervening Permanent Break in Service).

Notwithstanding anything in the Plan to the contrary, contributions received from a defined contribution Participating Fund under The Electrical Industry Pension Reciprocal Agreement shall not be used to determine vesting, rather the actual hours worked in the Participating Fund shall be included in determining years of Credited Service for vesting purposes only.

Section 4.07. Separation from Covered Employment.

A Participant shall be deemed to be Separated from Covered Employment at the end of any two-consecutive Plan Credit Year periods during which he does not work at least 250 Contributory Hours within one Plan Credit Year.

ARTICLE V. HUSBAND-AND-WIFE PENSION

Section 5.01. General.

Upon retirement, the Husband-and-Wife Pension provides a lifetime pension for a married Pensioner who meets the eligibility requirements for any type of Pension under the provisions of Article III, plus a lifetime pension for his surviving Spouse, starting after the death of the Pensioner. In the event of death before retirement, the Husband-and-Wife Pension provides a lifetime pension to the surviving Spouse of a married Participant who is vested in accordance with Section 4.06.

The monthly amount to be paid to the surviving Spouse is one-half the monthly amount which was payable or would have been payable to the deceased Pensioner or Participant. When a Husband-and-Wife Pension is in effect, the monthly amount of the Participant's pension is reduced from the full amount otherwise payable in accordance with the provisions of Section 5.05.

An unmarried Participant shall be provided a single life annuity unless he elects another form of benefit during the election period.

Section 5.02. Effective Date.

The provisions of this Article do not apply:

- a. To a Pensioner whose effective date of pension was before January 1, 1985; or
- b. To a Vested Participant who has not earned at least one Hour of Service after August 22, 1984.

Section 5.03. Election of Husband-and-Wife Pension.

All pensions shall be paid in the form of a Husband-and-Wife Pension, unless the Participant has filed with the Board, in writing, a timely rejection of that form of pension, subject to all of the conditions of this Section. No rejection shall be effective unless the legal spouse of the Participant has consented in writing to such rejection, and acknowledged the effect thereof, and such rejection is witnessed by a Notary Public. A Participant and his legal spouse may reject the Husband-and-Wife Pension (or revoke a previous rejection) at anytime during the 90-day period which immediately precedes the Annuity Starting Date, that is, before the first day of the month for which a pension is payable. A Participant and his legal spouse shall, in any event, be entitled to exercise the right provided in this Section during a period of up to 90 days after they have received a written explanation of the terms and conditions of the Husband-and-Wife Pension, their rights under this Section and the effect of the exercise of such rights.

Section 5.04. Death of an Eligible Participant Before Retirement.

- a. If a Vested Participant earns one or more Hours of Service after September 2, 1974 and dies after August 22, 1984, his surviving Spouse shall be entitled to a Preretirement Surviving Spouse Pension.

If the Vested Participant's death occurred after attainment of age 55, the surviving Spouse shall be paid a Preretirement Surviving Spouse Pension as if the Participant had retired on a Husband-and-Wife Pension on the day before death. If the Participant's death occurred before attainment of age 55, the Spouse shall be paid a Preretirement Surviving Spouse Pension commencing with the month following the month in which the Participant would have reached age 55 had he lived, and the amount of such Pension shall be determined as if the Participant had left Covered Employment on the date of death (or the date he last worked in Covered Employment if earlier), retired on a Husband-and-Wife Pension upon reaching age 55, and died on the last day of the month in which age 55 was reached.

- b. The Plan shall provide to each Spouse a written explanation of:
- (1) The terms and conditions of the Preretirement Surviving Spouse Pension;
 - (2) The Spouse's right to make, and the effect of, an election to waive the Preretirement Surviving Spouse Pension form of benefit;
 - (3) The rights of the Spouse under this Plan and ERISA.

The following rules are applicable for the Preretirement Surviving Spouse Pension:

- (1) The Preretirement Surviving Spouse Pension, provided a Spouse upon a Participant's death pursuant to this Plan and ERISA shall be fully subsidized by the Plan. This means that there will be no charge to the Participant or Spouse for coverage nor will there be a reduction in benefits;
 - (2) The Spouse's entitlement to the pension upon the Participant's death shall be automatic;
 - (3) Upon the Participant's death, the Spouse may choose another benefit option form if allowed by the Plan;
 - (4) The Participant cannot designate any person other than the Spouse to receive the Preretirement Surviving Spouse Pension.
- c. A Preretirement Surviving Spouse Pension shall not be paid in the form, manner or amount described above if any of the following applies:
- (1) If the Actuarial Present Value of the benefit is less than \$5,000, the Board shall make a single-sum payment to the surviving Spouse in an amount equal to that Actuarial

Present Value in full discharge of the Preretirement Surviving Spouse Pension.

- (2) The Spouse may elect in writing, filed with the Board, and on whatever form it may prescribe, to defer commencement of the Preretirement Surviving Spouse Pension until a specified date that is no later than the first of the month on or immediately following the date the Participant would have attained Normal Retirement Age. The amount payable at that time shall be determined as described in subsection a. above, except that the benefit shall be paid in accordance with the terms of the Plan in effect when the Participant last worked in Covered Employment, as if the Participant had retired with a Husband-and-Wife Pension on the day before the surviving Spouse's payments are scheduled to start, and died the next day.
- d. Failure by a Participant (or the Spouse in the event of the Participant's death or if the form of benefit is other than a Husband-and-Wife Pension) to consent to an immediate distribution of accrued benefits is an election to defer the required form of benefits to the later of age 62 or the Normal Retirement Age.
- e. Notwithstanding any other provisions of the Plan, if the Annuity Starting Date for the Preretirement Surviving Spouse Pension is after the Participant's earliest retirement date, the benefit shall be determined as if the Participant had died on the surviving legal spouse's Annuity Starting Date after retiring with a Husband-and-Wife Pension the day before, taking into account any actuarial adjustment to the Participant's accrued benefit that would have applied as of that date.
- f. If a surviving legal spouse dies before the Annuity Starting Date of the Preretirement Surviving Spouse Pension, that benefit will be forfeited and there will be no payments to any other party.
- g. A surviving Spouse who is the Participant's beneficiary may elect to receive those death benefits as provided in Section 6.01. In that case, the Actuarial Present Value of the Preretirement Surviving Spouse Pension shall be reduced (but not below zero) by the Actuarial Present Value of those death benefits, and any remaining value of the Preretirement Surviving Spouse Pension shall be paid to the surviving Spouse.
- h. A partial or total distribution may not be made after the Annuity Starting Date, regardless of the present value of the nonforfeitable accrued benefit, without appropriate consent.

Section 5.05. Adjustment of Pension Amount.

- a. For a Participant who is eligible for a Regular or Early Pension, the Husband-and-Wife Pension shall be 90% of the amount determined by Sections 3.03 or 3.05, whichever is appropriate, if the Participant and Spouse are the same age. The factor is increased by .4 percentage points for each full year the Spouse is older than the Participant, subject to a maximum factor of 99 percent (99%) or decreased by .4 percentage points for each full year that the Spouse is younger than the Participant.

- b. For a Participant who is eligible for a Disability Pension, the Husband-and-Wife Pension shall be 82 percent (82%) of the amount determined from Section 3.09, if the Participant and Spouse are the same age. The factor is increased by .4 percentage points for each full year the Spouse is older than the Participant, subject to a maximum factor of 90 percent (%) or decreased by .4 percentage points for each full year that the Spouse is younger than the Participant.

Section 5.06. Additional Conditions.

- a. A Husband-and-Wife Pension shall not be effective in the case of the surviving Spouse of a Participant who is not a Pensioner, unless the Spouse was married to the Participant throughout the year immediately preceding the Participant's death.
- b. A Husband-and-Wife Pension shall not be effective in the case of the surviving Spouse of a Pensioner unless the Pensioner and Spouse were married to each other on the effective date of the Participant's pension, and for at least one year before the Pensioner's death.
- c. Subject to the requirements for documentation described in Section 5.03, the Participant shall file, before his Annuity Starting Date, a written representation, on which the Board is entitled to rely, concerning that Participant's marital status which, if false, shall give the Board the discretionary right to adjust the dollar amount of the pension payments made to the alleged surviving Spouse so as to recoup any excess benefits which may have been erroneously paid.
- d. An election or revocation of a Husband-and-Wife Pension must be:
 - (1) Made (or revoked) prior to the Annuity Starting Date;
 - (2) Made on forms furnished by the Fund Office; and
 - (3) Filed with the Fund Office.
- e. A Husband-and-Wife Pension, once payable, may not be revoked or the Pensioner's benefits increased, by reason of the subsequent divorce of the Spouse from the Pensioner or the Spouse predeceasing the Pensioner.
- f. The rights of a prior Spouse or other family member to any share of a Participant's pension, as set forth under a qualified domestic relations order, shall take precedence over any claims of the Participant's Spouse at the time of retirement or death.
- g. Notwithstanding any other provisions of the Plan, a waiver of the Husband-and-Wife Pension shall not be effective if given more than 90 days before the Annuity Starting Date.

Section 5.07. Spousal Consent Not Necessary.

- a. Notwithstanding any other provision of the Plan, spousal consent in accordance with Section 5.03 is not required if the Participant establishes to the satisfaction of the Trustees:
 - (1) That there is no Spouse;
 - (2) That the Spouse cannot be located;
 - (3) That the Participant and Spouse are legally separated; or
 - (4) That the Participant has been abandoned by the Spouse as confirmed by court order.
- b. If the Spouse is legally incompetent, consent under Section 5.03 may be given by his or her legal guardian, including the Participant, if authorized to act as the Spouse's legal guardian.

ARTICLE VI. DEATH BENEFITS

Section 6.01. Preretirement Death Benefits.

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 the same manner as a Regular Pension, if:

- a. He has actually worked at least 250 Contributory Hours in either of the two consecutive Plan Credit Years prior to the Plan Credit Year in which he dies; and
- b. He had accumulated at least 5 Years of Credited Service, (without an intervening Permanent Break in Service) exclusive of any Credited Future Service earned as a result of work in Continuous Non-Covered Employment.

The benefits provided by this Section shall not be payable if payments are due under the Husband-and-Wife Pension. However, if the Beneficiary under this Section is the Participant's surviving Spouse, and she or he is entitled to a Preretirement Surviving Spouse Pension under Section 5.04, no death benefits shall be payable under this Section unless the surviving Spouse so elects, in accordance with Section 5.04(c).

Section 6.02. Pensioners' Sixty-Month Guarantee of Benefits.

If a Pensioner dies prior to having received 60 monthly payments, monthly payments shall be continued to the Pensioner's Beneficiary until a total of 60 monthly payments have been made to such Pensioner and Beneficiary or the person or persons selected in accordance with Section 6.04.

Benefits provided by this Section shall not be payable if payments were due under the Husband-and-Wife Pension (Article VI) at the time of death.

Section 6.03. Designation of a Beneficiary.

A Pensioner or other Participant may designate a Beneficiary or Beneficiaries to receive any payments due and payable but not actually paid prior to the death of the Pensioner or any benefits provided in accordance with Sections 6.01 or 6.02 by forwarding such designation on a form acceptable to the Board to the Fund Office.

A Pensioner or other Participant shall have the right to change the designation of Beneficiary without the consent of the Beneficiary, 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 such designated Beneficiary. If such designated Beneficiary

who has survived the Pensioner or other Participant, and is therefore entitled to the benefits and payments stated in Sections 6.01 or 6.02, dies prior to the receipt of one or more of the payments or benefits, such payments or benefits shall then be paid in accordance with the procedure provided in Section 6.04. Spousal consent shall be obtained in the form and manner set forth in Section 5.03.

Section 6.04. Lack of a Designated Beneficiary.

If no designated Beneficiary is alive at the time any benefits are payable as a result of a Participant's or Pensioner's death, and benefits due and payable but not actually paid prior to his death including benefits provided under Sections 6.01 or 6.02, shall be paid to the Spouse of the Participant or Pensioner if then living, or, if there is no lawful Spouse then alive, such payments shall be made in the following order of priority:

- a. The surviving children in equal shares, including adopted children;
- b. The Beneficiaries entitled to the proceeds of the Participant's life insurance provided by the Central California Electrical Workers Health and Welfare Plan;
- c. The decedent's estate if probate proceedings are started within 12 months following the Participant's or Pensioner's death; or
- d. If probate proceedings have not been started within 12 months of the Participant's or Pensioner's death, payment will be made to whomever the Board in its sole and absolute discretion shall select.

If the payment is made to the estate of the Participant or Pensioner, the actuarial equivalence of the remainder of any payments due under this Article shall be paid in a lump sum, based on the monthly amount payable under the Plan on the date of the Participant's or Pensioner's death.

ARTICLE VII. APPLICATIONS, BENEFIT PAYMENTS, AND RETIREMENT

Section 7.01. Applications.

- a. A pension must be applied for in writing and filed with the Board in advance of the Annuity Starting Date. Except as provided in Section 7.05, a pension shall be payable for the first month after the month in which the application is filed. An application for a Disability Pension shall also be considered timely if the Social Security Disability Benefit entitlement notice is filed with the Fund Office within 60 days of the date of the determination by the Social Security Administration that the applicant is entitled to a Social Security Disability Benefit and the Disability Pension shall commence with the seventh month of disability.
- b. An application for a Preretirement Death Benefit shall be made in writing on a form and in a manner prescribed by the Board of Trustees.

Section 7.02. 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 the claimant willfully makes a false statement material to an application or furnishes fraudulent information or proof material to his claim, benefits not vested under this Plan shall be denied, suspended, or discontinued. The Trustees shall have the right to recover any benefit payments made in reliance on any willfully made false or fraudulent statement, information or proof submitted by a Participant or Pensioner.

Section 7.03. Action of Trustees.

The Trustees shall, subject to applicable law, have the sole power and duty to (a) adopt rules of administration necessary for the proper and efficient administration of the Plan and (b) construe and enforce the terms of the Plan, documents incident thereto and any rule of administration it adopts.

Wherever in the Plan the Trustees are given discretionary powers, the Trustees shall exercise such powers in a uniform and non-discriminatory manner.

Section 7.04 Claims and Appeals Procedure.

- a. General Procedure. No Employee, Beneficiary or any other person shall have any right or claim to Benefits under this Trust except as specified in the rules of the Trust and Plan. If any person has a dispute with the Trust or the Board of Trustees, as to eligibility, or the amount or duration of benefits, the dispute shall be resolved by the Board of Trustees, and its decision shall be final and binding on all parties. The Board of Trustees or its designee shall have absolute discretion in its determination as to interpretation of documents or factual determinations upon which eligibility, nature, and amount of benefits is made.

Filing of Claim Form. All claims for benefits shall be filed on forms provided by the Fund, which will be available from its principal office and such other places as may from time to time be designated by the Board. A claim shall be considered to have been filed as soon as it is received by the Trust at its principal office or such other location as may be indicated on the claim form, provided it is substantially complete with all necessary documentation required by the form. If the form is not substantially complete, or if required documentation has not been furnished, the claimant will be notified as soon as reasonably possible of what is necessary to complete the claim.

- b. **Claim Denial or Approval.** Any person whose application for a Benefit is wholly or partially denied, shall be notified in writing by the Administrator of the decision of the Trustees. The notice shall advise the applicant of (1) the reason for the denial; (2) the Section of the Trust or Plan on which the denial is based; (3) with a description of any additional material or information needed to perfect the application; (4) with an explanation why such material or information is necessary; (5) together with an explanation of his/her right to appeal said decision.
- c. **Claim Appeals.** Thereafter, the applicant may file an appeal in writing. Said appeal shall be filed with the Plan Administrator, not more than 60 days after the applicant has received written notice of the denial of his/her application. Failure to file an appeal within 60 days will be a complete waiver of the Applicant's right to appeal, and the initial decision of the Trust or Trustees will be final and binding.
 - (i) The appeal shall be in writing, and shall state in clear and concise terms, the reason or reasons why the applicant feels that the decision of the Trustees was in error. All arguments, issues and comments in support of the appeal shall be set forth in the written appeal. The applicant, if he/she desires, and in order to enable him/her to perfect his/her appeal may examine any pertinent and relevant documents in possession of the Trustees.
 - (ii) After receipt of a timely filed appeal, and upon the written request of the applicant, the Board of Trustees or a committee of the Board of Trustees, shall grant a hearing to be held within a reasonable time, to permit the applicant to personally appear in support of his/her appeal.
 - (iii) After receipt of the appeal, and after the hearing, if any, the Trustees shall render its decision not later than the date of the quarterly meeting immediately following receipt of the request for review. If the request for review is made within 30 days preceding the date of the quarterly meeting, the decision shall be made no later than the date of the second quarterly meeting following the request for review. If special circumstances require a further extension of time to render a decision, the decision shall be made no later than the third quarterly meeting following receipt of the request for review. Whenever special circumstances require the extension of time to render a decision, written notice of the extension shall be furnished to the claimant no later than five days after the meeting at which the decision is rendered.

- (iv) The decision of the Trustees or its committee shall be in writing, and shall state (1) the specific reasons for the decision, (2) with specific references to the Trust or Plan on which the decision is based, (3) a statement that the claimant is entitled to receive, upon request, and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim, (4) a statement informing the claimant of the right to bring a civil action under ERISA section 502(a) following an adverse decision on review and appeal.
- d. Decision Final. The decision of the Board of Trustees or its committee shall be final and binding upon the claimant and all persons claiming under the claimant. This Claim and Appeals procedure shall apply to and shall include any and every claim or right asserted under the Trust Fund or Plan or against the Trust Fund or Plan, regardless of when the act or omission upon which the claim is based, occurred. Failure to follow this procedure will result in waiver of any right to review of the Trustees' decision in a court of law, federal or state.

Section 7.05. Benefit Payments Generally.

A Participant who is eligible to receive a pension 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. Pension 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 shall be the Annuity Starting Date as that term is defined in Section 1.03. However, in no event, unless the Participant elects otherwise, shall the payment of benefits begin later than the 60th day after the later of the close of the Plan Year in which:

- a. The Participant attains Normal Retirement Age; or
- b. The Participant terminates his Covered Employment and retires, as that term is defined in Section 7.11.

A Participant may, however, elect in writing filed with the Board to defer payment of benefits to a later date, provided that no such election filed on or after December 31, 1984, may postpone the commencement of benefits to a date later than April 1 following the Calendar Year in which the Participant reaches age 70½.

If a Participant's Beneficiary is not the surviving Spouse, the payment of any benefits under the Plan that become payable on account of the Participant's death shall begin no later than one year from the date of such death, or if later, as soon as practicable after the Board learns of the death.

Pension payments shall not be made in a form other than equal monthly installments for the Pensioner's lifetime, except as provided in Article VI, or Section 7.09, or to affect (1) retroactive adjustments, or (2) increases in the monthly pension amount applicable to all Pensioners in a

specified class.

Pension payments shall end with the payment for the month in which the death of the Pensioner occurs except as provided in accordance with a Husband-and-Wife Pension, or if applicable, upon the completion of the guaranteed payments provided for in Section 6.02. If distribution of benefits has commenced before a Participant's death, the remaining interest shall be distributed at least as rapidly as under the method being used as, of the date of the Participant's death.

If a Participant dies before a distribution of his pension begins, any portion of the Participant's interest payable to the Participant's Spouse or other Beneficiaries, shall be distributed over the life of such Beneficiary commencing not later than one year after the Employee's death, or if the Spouse, not later than when the Participant would have attained age 62.

Section 7.06. Mandatory Commencement of Benefits.

- a. Notwithstanding any provision of the Plan to the contrary, effective April 1, 1990, the Fund shall begin benefit payments to all Participants by their Required Beginning Dates, whether or not they apply for benefits.
- b. If a Participant fails to file a completed application for benefits on a timely basis, and his whereabouts are known by the Fund, the Fund shall establish the Participant's Required Beginning Date as the Annuity Starting Date and begin benefit payments as follows:
 - (1) If the Actuarial Value of the Participant's benefit (determined in accordance with Section 7.09) is no more than \$5,000, in a single-sum payment.
 - (2) In any other case, in the form of a Husband-and-Wife Pension calculated on the assumptions that the Participant is and has been married for at least one year by the date payments start and that the husband is 3 years older than the wife.
 - (3) The benefit payment form specified above shall be irrevocable once it begins, with the sole exception that it may be changed to a single-life annuity if the Participant proves that he did not have a qualified spouse (including an alternate payee under a QDRO) on the Required Beginning Date; also, the amount of future benefits shall be adjusted based on the actual age difference between the Participant and Spouse if proven to be different from the foregoing assumptions.
 - (4) Federal, state, and local income tax, and any other applicable taxes, will be withheld from the benefit payments as required by law or determined by the Board to be appropriate for the protection of the Board and the Participant.

Section 7.07. Benefits Accrued After Retirement.

- a. Before Normal Retirement Age. Effective as of April 1, 1990, additional benefits earned by a Pensioner who has returned to Covered Employment before Normal Retirement Age 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 7.13.

- b. After Normal Retirement Age. Effective as of April 1, 1990, any additional benefits earned by a Pensioner who has returned to Covered Employment after Normal Retirement Age will be determined at the end of each Plan Year and will be payable as of February 1 following the end of the Plan Year in which it accrued. Additional benefits accrued will be paid in the payment form in effect for the Participant as of the Annuity Starting Date occurring after Normal Retirement Age.

Section 7.08. Actuarial Adjustment for Delayed Retirement.

- a. Effective as of September 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 in the pension application of the Participant, or to the automatic form of Husband-and-Wife Pension if the Participant is married.
- b. If a Participant first 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 subsection(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 between the Participant's Normal Retirement Age and the Annuity Starting Date for which benefits were not suspended.

Section 7.09. Lump-Sum Payment in Lieu of Monthly Benefit.

If, at the time a monthly benefit becomes payable to a Participant, surviving Spouse, or other Beneficiary, the Actuarial Present Value of such monthly benefit is \$5,000 or less, the Board shall pay to the Participant, surviving Spouse, or Beneficiary in a lump-sum the amount of the Actuarial Present Value, in lieu of the monthly benefit otherwise payable.

For purposes of this Section, Actuarial Present Value shall be determined in accordance with Section 1.02, except that the following procedure shall apply to benefits payable to a Participant if it results in a larger lump sum amount:

- a. For a Participant who is eligible for a Regular or Early 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; or decreased by \$.21 for each month the Participant is older than age 60.
- b. 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.

Section 7.10. Rounding of Benefit Amount.

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

Section 7.11. 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.
- b. After Normal Retirement Age and Prior to Required Beginning Date. To be deemed retired after he has attained Normal Retirement Age, but prior to his Required Beginning Date, a Pensioner must refrain from employment of 40 hours or more during any calendar month or during any four or five-week payroll period ending in a calendar month;
 - (1) In business activities of any type engaged in by Employees covered by the Plan and accruing benefits thereunder as a result of such employment on the Pensioner's Annuity Starting Date;
 - (2) In a trade or craft (including selling, retailing, managerial or clerical occupations) or any supervisory activities relating thereto in which the Pensioner was employed at any time under the Plan; and
 - (3) In the geographic area covered by the Plan on the Pensioner's Annuity Starting Date.
- c. After Required Beginning Date. A Pensioner shall be deemed retired upon attainment of his Required Beginning Date irrespective of the type of employment performed.

Section 7.12. Suspension of Pension Payments.

- a. Prior to Required Beginning Date. If a Pensioner subsequently becomes employed in work of the type described in Section 7.11.a. or b., his pension payments shall be suspended for any calendar month of such employment. After he ceases such employment, his pension

shall commence with the first month following the cessation of employment of the type described in Section 7.11 hereinabove.

b. After Required Beginning Date. If a Pensioner subsequently becomes employed in work of the type described in Section 7.11(c), his pension payments shall not be suspended for any calendar month of such employment.

c. 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 7.11 and without regard to the number of hours of such work.

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. The Pensioner may overcome such presumption by establishing that his work was not in fact an appropriate basis for suspension of his benefits under the Plan.

The Trustees shall notify all retirees at least once every 12 months of the reemployment notification requirements and the presumptions set forth in this paragraph.

(3) A Pensioner whose pension has been suspended shall notify the Fund Office in writing when prohibited employment has ended. The Trustees shall have the right to withhold benefit payments until such notice is filed with the Plan.

(4) A Pensioner may request from the Trust a determination whether a particular employment will be prohibited under the Plan. The Plan shall provide the Pensioner with its determination.

(5) The Board shall inform a Pensioner of any suspension of his benefits by notice given in accordance with applicable Department of Labor regulations. 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 Department of Labor, and a statement of the procedure for securing a review of the suspension. In addition, the notice shall describe the notification procedure for the Pensioner when his prohibited employment ends. If the Plan intends to recover prior overpayments by offset under

Section 7.12(e)(2) herein, 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.

- d. Review. A Pensioner shall be entitled to a review of a determination suspending his benefits in accordance with the provisions of Section 7.04. 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.

e. 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 Subsection 7.12(c)(2) and 7.12(c)(3).
- (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 percent (25%) 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 percent (25%) limitation on the rate of deduction.

Section 7.13. Benefit Payments Following Suspension.

- a. The monthly amount and type of pension when resumed after suspension shall be in the same form and amount received prior to suspension. Additional benefits earned during the period of suspension are subject to the provisions set forth in Section 7.07.
- b. Suspension of pension payments before Normal Retirement Age in accordance with Section 7.12.a., because of employment of the type for which a pension would not be suspended after Normal Retirement Age, shall not reduce the value of 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.
- c. Any payments provided under the form of pension being paid before the suspension shall remain effective if the Pensioner's death occurs while his benefits are in suspension.
- d. A Pensioner who returns to Covered Employment shall not be entitled to elect a new optional payment form with respect to any portion of the pension in effect immediately prior to

suspension of benefits, subject to the provisions of Section 7.07.

Section 7.14. Non-Forfeitability.

- a. A Participant's right to his Regular Pension is non-forfeitable upon attainment of Normal Retirement Age.
- b. No amendment of this Plan shall 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 each Participant who has at least five (5) Years of Service at the time the amendment is adopted or effective (whichever is later) is given the option of achieving such a non-forfeitable 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. While this Plan provides Early Retirement Pensions and Disability Pensions on the basis of requirements that may be met by some Participants who have not completed five (5) Years of Service, such eligibility rules represent provisions of the Plan above and beyond those which are required by law to be non-forfeitable.

Section 7.15. Incompetence or Incapacity of a Pensioner, Participant or Beneficiary.

In the event it is determined to the satisfaction of the Trustees that a Pensioner, Participant 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, Participant or Beneficiary or to such person as the Trustees in their sole discretion find to be an object of the natural bounty of the Pensioner, Participant or 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, Participant or Beneficiary. Any such payment shall completely discharge the Trustees' liability with respect to such payment.

Section 7.16. Non-Assignment of Benefits.

No Participant, Pensioner, or Beneficiary entitled to any benefits under this 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 Fund or benefits of this Pension Plan. Neither the Pension Fund 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 or process in any court of action or proceeding. Notwithstanding the foregoing, effective August 23, 1984, benefits shall be paid in accordance with the applicable requirements of any “Qualified Domestic Relations Order” (“QDRO”) as defined in Section 414(p) of the Internal Revenue Code as it may be amended and with any lawful regulations issued thereunder. A QDRO is an order that creates or recognizes the rights of an alternative payee (such as a former Spouse or a child) or which assigns to an alternative payee the right to receive all or a portion of the benefits payable with respect to the Plan and which meets the requirements of such an Order as set forth in the Retirement Equity Act of 1984. The Board of Trustees shall adopt procedures relating to such Orders.

Section 7.17. No Right to Assets.

No person other than the Trustees 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 Fund, and no person shall have any vested right to benefits provided by the Pension Plan except as expressly provided herein.

ARTICLE VIII. MAXIMUM BENEFITS

Section 8.01. General Rule.

- a. Notwithstanding any other provision of this Plan to the contrary, the maximum annual benefit under the plan shall not exceed the limits provided for under section 415 (b) and the Treasury Regulations thereunder. For this purpose, the maximum annual benefit is the amount of retirement benefits payable annually with respect to a Participant under this plan in the form of a single life annuity (with no ancillary benefits), as described in section 3.04. Such benefit will not exceed the lesser of:
- (1) The dollar limitation in effect under section 415 (b)(1)(A) of the Code (\$90,000 for limitation years beginning prior to March 1, 2001 and \$160,000 after April 30, 2001) or its Actuarial Equivalent payable in a different form;
 - (2) Only for limitation years which began prior to January 1, 2002, 100% of the Participant's highest average Compensation in the period of three consecutive calendar years of participation.
 - (3) For purposes of applying the limitations of section 415, the limitation year shall be the Plan year. For purposes of subsection a.(2) above, Compensation means "compensation" as defined within the meaning of Code section 415 (c)(3) which for limitation years beginning after April 30, 1998 includes deferrals under Code sections 125, 402(g)(3), 403(b), 457 and 132(f)(4).
 - (4) For purposes of applying the limitations of section 415 (b) of the Code, only the benefits provided by a Contributing Employer to a Participant that is the Contributing Employer's employee shall be taken into account under this section 8.01. The amount attributable to the Contributing Employer is determined to be the excess of the Participant's benefit (as determined under this section 8.01) over the Participant's benefit (as determined under this section 8.01, but disregarding any Covered Employment earned with such Contributing Employer).

Section 8.02. Adjustment of Dollar Limit for Early or Late Retirement.

- a. If a Participant's benefit payments begin prior to the Participant's age 62, the dollar limit under Section 8.01 a.(1) is reduced to an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the Actuarial Equivalent of the defined benefit dollar limitation applicable to the participant at age 62 (adjusted under Section 8.06, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (i) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Section 1.01 and (ii) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the applicable mortality table as defined in Section 1.01. Any decrease in the defined benefit dollar limitation determined in

accordance with this Subsection a. shall not reflect a mortality decrement if benefit are not forfeited upon the death of the Participant.

- b. If a Participant's benefit payments begin after the Participant attains age 65, the defined benefit dollar limit under Section 8.01 a.(1) applicable at a later age is the annul benefit payable in the form of a straight life annuity beginning at the later age that is the Actuarial Equivalent of the defined benefit dollar limitation applicable to the Participant at age 65 (adjusted under Section 8.06, if required). The Actuarial Equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as the lesser of (i) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Section 1.01 and (ii) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the applicable mortality table as defined in Section 1.01. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.
- c. In the case of a Participant employed by a tax-exempt Employer
 - (1) If the Participant's benefit payment begins before age 62, but on or after age 55, the dollar limit is reduced to the Actuarial Equivalent of the benefit payable at age 62, but not below \$75,000.
 - (2) If the Participant's benefit payments begin before age 55, the dollar limit is reduced to the Actuarial Equivalent of the benefit payable at age 55.

Section 8.03. Adjustment for Optional Payment Form. If the Participant's Accrued Annuity benefit is paid in any form other than a single-life annuity, a Husband-and-Wife Pension, or an Alternative Husband and Wife Pension, the limitation in Section 8.01. a. (1) (as otherwise modified under this Article) is applied to the Accrued Annuity benefit before it is converted to the alternative payment form, so that the amount payable under the payment form selected will be the Actuarial Equivalent of the Accrued Annuity Benefit (which is defined as a single-life annuity) as limited by Section 8.01. a.(1). Actuarial Equivalence is determined as specified in Section 1.01.

Section 8.04. Plan Aggregation. Effective April 1, 2002 this Plan is not combined or aggregated with a non-multiemployer plan for purposes of applying the compensation limit to the non-multiemployer plan.

Section 8.05. Phase-In Over Years of Service. The limit of Section 8.01 a. (2) shall be phased in, with respect to each Participant, at the rate of 10% for each Plan Credit Year in which the Participant earns a Year of Credited Service with the Employer or Affiliate, up to 100%. If the Participant does not earn a Year of Credited Service, but earns a fraction, not exceeding 1.0, of Year of Credited Service, the 10% rate for the year is reduced by multiplication by that fraction.

Section 8.06. Phase-In Over Years of Participation. If a Participant has fewer than ten years of participation in this Plan, the dollar limitation in Section 8.01.a. (1) shall be multiplied by a fraction, the numerator of which is the Participant's total years of participation in this Plan and the denominator of which is ten. The limitation thus obtained shall not be less than 10% of the dollar limitation.

Section 8.07. Limitation Year. The annual limits of this Article shall be applied on a calendar year basis.

Section 8.08. Protection of Prior Benefits.

- a. For any year before 1983, the limitations prescribed by Section 415 of the Code as in effect before enactment of the Tax Equity and Fiscal Responsibility Act of 1982 shall apply, and no benefit earned under this Plan shall be reduced on account of the provisions of this Article if it would have satisfied those limitations under the prior law.
- b. For any year before 1992, the limitations prescribed by Section 415 of the Code as in effect before enactment of the Tax Reform Act of 1986 shall apply, and no benefit earned under this Plan as of the close of the last Limitation Year beginning before January 1, 1987 shall be reduced on account of the provisions of this Article if it would have satisfied those limitations under the prior law.

Section 8.09. Interpretation or Definition of Other Terms. The term “Affiliate”, and all terms used in this Article not otherwise expressly defined in the Plan, shall be defined, interpreted and applied as prescribed in Internal Revenue Code §415 and the regulations and rulings issued thereunder.

**ARTICLE IX. SPECIAL PROVISIONS FOR ELIGIBLE
ROLLOVER DISTRIBUTIONS**

Section 9.01. Purpose. This Article applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Article, a Distributee may elect, at the time and in the manner prescribed by the Board to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover (all terms as defined below).

Section 9.02. Definitions.

- a. "Eligible Rollover Distribution" shall mean any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:
 - (1) Any distribution that is one of a series of substantially equal periodic payments (not less frequent than annually) made for the life (or life expectancy) of the Distributee, or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period often years or more; or
 - (2) Any distribution to the extent such distribution is required under §401(a)(9) of the Internal Revenue Code; or
 - (3) The portion of any distribution that is not includible in gross income.
- b. "Eligible Retirement Plan" shall mean:
 - (1) An individual retirement account described in §408(a) of the Internal Revenue Code; or
 - (2) An individual retirement annuity described in §408(b) of the Internal Revenue Code; or
 - (3) A qualified trust described in §403(a) of the Internal Revenue Code; or
 - (4) A qualified trust described in §401(a) of the Internal Revenue Code that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving Spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.
 - (5) Effective for distributions made on or after December 31, 2001, the following is also an "eligible retirement plan."

An annuity contract described in IRC Code Section 403(b) and an eligible plan under IRC Code Section 457(b) which is maintained by a state, political subdivision of a state,

are any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred in to such plan from this Plan. The definition of Eligible Retirement Plan also shall apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse, who is the alternate payee under a qualified domestic relations order, as defined in IRC Code Section 414(p).

- c. "Distributee" shall mean an Employee or former Employee, in addition, the Employee's or former Employee's surviving Spouse and Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in §414(p) of the Internal Revenue Code, are Distributees with regard to the interest of the Spouse or former Spouse.
- d. "Direct Rollover" shall mean a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

ARTICLE X. MISCELLANEOUS

Section 10.01. Non-Reversion.

It is expressly understood that in no event shall any of the corpus or assets of the Pension Trust revert to the Employers or be subject to any claims of any kind or nature by the Employers, except for the return of a Contribution made by mistake of law or fact within the time limits prescribed by law.

Section 10.02. 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 appropriate, words used herein in the singular may include the plural form and vice versa.

Section 10.03. Limitation of Liability.

This Pension Plan has been established on the basis of an actuarial calculation that has established, to the extent possible, that the Contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA. Except for liabilities which may result from provisions of ERISA, nothing in this Plan shall be construed to impose any obligation to contribute beyond the obligation of the Employer to make Contributions as stipulated in its Collective Bargaining Agreement with the Union.

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 Fund does not have assets to make such payments.

Section 10.04. 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 Fund. 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 provisions of the Pension Plan shall be modified with respect to the group involved so that the Fund will not be adversely affected by the inclusion of such group for coverage hereunder.

Section 10.05. Commencement of Benefit Payments.

Benefits under this Plan shall first be payable for the month of January 1977 and thereafter as Participants become eligible.

Section 10.06. Termination.

a. Right to Terminate.

The Board shall have the right to discontinue or terminate this Plan in whole or in part. The rights of all affected Participants or Beneficiaries or former Participants who have not incurred a Permanent Break in Service to benefits accrued to the date of the termination, partial termination, or discontinuance to the extent funded as of such date shall be non-forfeitable.

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, and Participants or 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.

c. Allocation Procedure.

For purposes of Section 10.06.b. hereof:

- (1) The amount allocated under any paragraph of Section 10.06.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.
- (2) If the assets available for allocation under any paragraph of Section 10.06.b. (other than paragraphs (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.
- (3) This paragraph applies if the assets available for allocation under paragraph (4) of Section 10.06.b are not sufficient to satisfy in full the benefits of individuals described in that paragraph.
 - (a) If this paragraph applies, except as provided in subparagraph (b) below, the assets shall be allocated to the benefits of individuals described in paragraph (3) of Section 10.06.b. on the basis of the benefits of individuals which would have been described in such paragraph (3) under the Plan as in effect at the beginning of the five-year period ending on the date of the Plan termination.
 - (b) If the assets available for allocation under subparagraph (a) above, are sufficient to satisfy in full the benefits described in such subparagraph (without regard to this subparagraph), then for purposes of subparagraph (a), benefits of individuals described in such subparagraph shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such five-year period under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in subparagraph (a) and any assets remaining to be allocated under subparagraph (a) on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

Section 10.07. Mergers, Etc.

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, each Participant shall (if the Plan then 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.

ARTICLE XI. AMENDMENT

Section 11.01. Amendment.

This Plan may be amended or modified at any time by the Trustees, consistent with the provisions of the Trust Agreement. However, no amendment may decrease the accrued benefit of any Participant, except:

- a. 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 requirements of ERISA, or
- b. If the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(c)(8) of the Internal Revenue Code, 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 such notice was filed, failed to disapprove.

APPENDIX A

Non-Recurring Retiree Benefit Supplement

- a. A Pensioner or Beneficiary currently receiving benefits on December 1, 1996 and having an Annuity Starting Date prior to March 31, 1996 will receive a non-recurring benefit supplement in the amount of \$650.00 in the month of December 1996.
- b. A Pensioner or Beneficiary currently receiving benefits on December 1, 1997 and having an Annuity Starting Date prior to March 31, 1997 will receive a non-recurring benefit supplement in the amount of \$685.00 in the month of December 1997.
- c. A Pensioner or Beneficiary currently receiving benefits on December 1, 1998 and having an Annuity Starting Date prior to March 31, 1998 will receive a non-recurring benefit supplement in the amount of \$750.00 in the month of December 1998.
- d. A Pensioner or Beneficiary currently receiving benefits on December 1, 1999 and having an Annuity Starting Date prior to March 31, 1999 will receive a non-recurring benefit supplement in the amount of \$720.00 in the month of December 1999.
- e. A Pensioner or Beneficiary currently receiving benefits on December 1, 2000 and having an Annuity Starting Date prior to March 31, 2000 will receive a non-recurring benefit supplement in the amount of \$750.00 in the month of December 2000.
- f. A Pensioner or Beneficiary currently receiving benefits on December 1, 2001 and having an Annuity Starting Date prior to March 31, 2001 will receive a non-recurring benefit supplement in the amount of \$700.00 in the month of December 2001.
- g. A Pensioner or Beneficiary currently receiving benefits on December 1, 2002 will receive a non-recurring benefit supplement in the amount of \$725.00 in the month of December 2002.
- h. A Pensioner or Beneficiary currently receiving benefits on December 1, 2003 and having an Annuity Starting Date prior to March 31, 2003 will receive a non-recurring benefit supplement in the amount of \$600.00 in the month of December 2003.
- i. A Pensioner or Beneficiary currently receiving benefits on December 1, 2004 and having an Annuity Starting Date prior to March 31, 2004 will receive a non-recurring benefit supplement in the amount of \$650.00 in the month of December 2004.
- j. A Pensioner or Beneficiary currently receiving benefits on December 1, 2005 and having an Annuity Starting Date prior to March 31, 2005 will receive a non-recurring benefit supplement in the amount of \$650.00 in the month of December 2005.

IBEW Local No. 684 Pension Trust
Amendment No. 1 to Restated Plan

Pursuant to Section 11.01 of the Revised and Restated Pension Plan for the IBEW Local No. 684 Pension Trust, the Trustees of the Plan have authority to modify any provision of said Plan. Therefore, the Trustees hereby amend Section 7.01 (a) to replace the existing paragraph with the following paragraph effective November 1, 2005:

“A pension must be applied for in writing and filed with the Board in advance of the Annuity Starting Date. Except as provided in section 7.05, a pension shall be payable for the first month after the month in which the application is filed. An application for a Disability Pension shall also be considered timely if the Social Security Disability Benefit entitlement notice is filed with the Fund Office within eighteen (18) months of the date of the determination by the Social Security Administration. An entitlement notice is an Information Notice or an Award Certificate issued by the Social Security Administration stating that the applicant is entitled to a Social Security disability benefit, the onset date of the disability, and the commencement date of Social Security disability benefit payments. Disability pension under this plan shall commence with the seventh month of disability based on the onset date contained in the Social Security benefit entitlement notice.”

IBEW Local No. 684 Pension Trust
Amendment No. 2 to Restated Plan

Pursuant to Section 11.01 of the Revised and Restated Pension Plan for the IBEW Local No. 684 Pension Trust, the Trustees of the Plan have authority to modify any provision of said Plan. Therefore, the Trustees hereby amend said Plan by adding the following to Appendix A:

“k. A Pensioner or Beneficiary currently receiving benefits on December 1, 2006 and having an Annuity Starting Date prior to March 31, 2006 will receive a non-recurring benefit supplement in the amount of \$625.00 in the month of December 2006.”

IBEW Local No. 684 Pension Trust
Amendment No. 3 to Restated Plan

Pursuant to Section 11.01 of the Revised and Restated Pension Plan for the IBEW Local No. 684 Pension Trust, the Trustees of the Plan have authority to modify any provision of said Plan. Therefore, the Trustees hereby amend Section 5.03 to replace the existing paragraph with the following paragraph effective April 1, 2007:

“Section 5.03. Election of Husband-and-Wife Pension.

All pensions shall be paid in the form of a Husband-and-Wife Pension, unless the Participant has filed with the Board, in writing, a timely rejection of that form of pension, subject to all of the conditions of this Section. No rejection shall be effective unless the legal spouse of the Participant has consented in writing to such rejection, and acknowledged the effect thereof, and such rejection is witnessed by a Notary Public. A Participant and his legal spouse may reject the Husband-and-Wife Pension (or revoke a previous rejection) at anytime during the 180-day period which immediately precedes the Annuity Starting Date, that is, before the first day of the month for which a pension is payable. A Participant and his legal spouse shall, in any event, be entitled to exercise the right provided in this Section during a period of up to 180 days after they have received a written explanation of the terms and conditions of the Husband-and-Wife Pension, their rights under this Section and the effect of the exercise of such rights.”

IBEW Local No. 684 Pension Trust
Amendment No. 4 to Restated Plan

Pursuant to Section 11.01 of the Revised and Restated Pension Plan for the IBEW Local No. 684 Pension Trust, the Trustees of the Plan have authority to modify any provision of said Plan. Therefore, the Trustees hereby amend said Plan by adding the following to Appendix A:

“L. A Pensioner or Beneficiary currently receiving benefits on December 1, 2007 and having an Annuity Starting Date prior to March 31, 1995 will receive a non-recurring benefit supplement in the amount of \$625.00 in the month of December 2007. A Pensioner or Beneficiary currently receiving benefits on December 1, 2007 and having an Annuity Starting Date on or after April 1, 1995 and prior to March 31, 2007 will receive a non-recurring benefit supplement in the amount of \$475.00 in the month of December 2007.”

IBEW Local No. 684 Pension Trust
Amendment No. 5 to Restated Plan

Pursuant to Section 11.01 of the Revised and Restated Pension Plan for the IBEW Local No. 684 Pension Trust, the Trustees of the Plan have authority to modify any provision of said Plan. Therefore, the Trustees hereby amend said Plan by adding the following to Article III, Section 3.03(b):

“(3) With respect to Covered Employment on and after April 1, 2008, the monthly pension amount is 2.0% of the Contributions made or required to be made on behalf of the Employee.”

IBEW Local No. 684

Defined Contribution Pension Plan (Part B)

Summary Plan Description

INTRODUCTION

The first part of the IBEW Local No. 684 Defined Contribution Pension Plan Booklet is intended to outline the principal features of the Defined Contribution Pension Plan (Part B Plan). The second part of the booklet contains answers to frequently asked questions about the Plan. The third part of the booklet contains the Summary Plan Description – as required by the Employee Retirement Income Security Act of 1974 (ERISA) – as well as a complete copy of the Plan document. All rights and benefits will be governed in every respect by the Trust and Plan Documents established by the Trustees. The Trust Agreement as well as investment documents are on file at the Administration Office and may be inspected at any reasonable time during regular office hours.

I. PLAN ADMINISTRATION

CONTRIBUTIONS AND INVESTMENTS

Contributions are forwarded each month by contributing employers to the Fund Manager where the reports are checked and maintained prior to the data being entered into your account balance with the Trust.

Contributions will be credited to the Trustee managed investments. The Trustee managed investments are determined and controlled entirely by the Board of Trustees who, with the help of an investment advisor and money managers, diversify pooled assets into equity and fixed income vehicles.

PLAN EXPENSES

There are expenses involved under the IBEW Local No. 684 Defined Contribution Pension Plan. The total of these expenses is deducted from Participant accounts on a periodic basis and at least annually. The overall expenses involve the following items:

1) Expenses include preparation of government reports, monthly prelist billings to remitting employers, as well as various required employee forms. Also involved are the Trust legal expenses, including legal collection, employer audits, as well as the Trust audit, balancing employer reports on a monthly basis, Trustee meetings and required Trustee fiduciary insurance and fidelity bond. Expenses to handle employee communications including the toll free telephone line and all mailings to Participants, such as the updated Summary Plan Description booklets and the periodic newsletters are also Plan expenses.

II. PLAN PARTICIPATION

ELIGIBILITY FOR PARTICIPATION IN THE PLAN

The employer's Collective Bargaining Agreement or if applicable, a Subscription Agreement, will spell out the hourly amount of employer contributions. There are no years of service requirements for participation in the Defined Contribution Pension Plan. However you must initially accumulate 500 hours of contributions in two consecutive Plan Years to become a Participant. Thereafter all contributions made on your behalf based on hours worked are credited to your account and you are 100% vested in said contributions.

VESTING OR OWNERSHIP RIGHTS

The money contributed on your behalf is your money after accumulation of 500 hours of contributions within two consecutive Plan years is deposited into your account. Thereafter this Plan provides for 100% vesting of all contributions to your account. Should you die prior to retirement, your account balance will be available to your designated beneficiary.

III. TYPES OF RETIREMENT AND METHODS OF RECEIVING BENEFITS

DISTRIBUTION OF RETIREMENT BENEFITS

Total and Permanent Disability Retirement

Disability Retirement for a Participant is at any age, effective upon the onset date of disability as determined by a Social Security Award Certificate. Total and Permanent Disability means the inability to perform any substantial gainful activity under the Social Security Act.

Normal (Regular) Retirement

Normal Retirement for a Participant is the first day of the month coinciding with (immediately following, if none coincides with) the Participant's 62nd birthday or at the time he retires under the IBEW Local No. 684 Pension Plan (Part A) or any other IBEW local union defined benefit pension plan.

Late or Deferred Retirement

A Participant may continue in active employment with the employer after the Participant's Normal (Regular) Retirement Date. In this event, the Monthly Date coinciding with (immediately following, if none coincides with) the Termination of Employment will be known as the Participant's Late Retirement Date. The law requires a minimum account distribution must be made (the Beginning Date) by April 1 of the year following the later of: 1) the year the Participant attains age 70½, or 2) the year the Participant retires.

Termination of Employment in the Industry

Regardless of your age, if you have not been employed in work covered by the Collective Bargaining Agreement for a period of 12 consecutive months, and cease to work for any Employer that is a signatory contractor or any other employer performing work that would be covered if that employer was a signatory contractor, you may apply for payment of the money in

your Basic Account if the value is less than \$5,000.

IV. FORMS OF RETIREMENT BENEFITS

(a) **Lifetime annuity** payable over the life expectancy of the Participant. The first payment will be made on your actual date of retirement under the Plan. Payments will be made monthly for as long as you live. No benefits are payable after your death. This is paid through an insured annuity the Trust will purchase on your behalf. This is also referred to as a Single Life Annuity.

(b) **Installments** for life with a guarantee benefit for 10, 15 or 20 years even if you die. You may elect a 10, 15 or 20 year certain form of payment. A payment (actuarially reduced from the Single Life Annuity amount) will be made for as long as you live. However, in the event of your death before the end of the guarantee period, the balance of the payments which remain unpaid will be continued to your beneficiary. This is paid through an insured annuity the Trust will purchase on your behalf.

(c) **A lump sum option**. Under this option you receive the entire value of your Basic Account at retirement. If you are married for the 12 months immediately prior to your retirement this option can only be selected with the written agreement of your spouse, notarized or witnessed by an authorized representative of the Plan. If your account balance is rolled over (trustee to trustee) into an IRA there will be no taxes withheld. If the account balance is distributed to you taxes will be withheld. If a lump sum option is taken prior to age 59 ½, unless it is a trustee to trustee roll over, tax penalties will arise.

(d) **A qualified joint and survivor annuity** with the annuitants being limited to the Participant and his/her surviving spouse. You may wish to have your payments continued to your surviving spouse beginning at your death after retirement. *This option pays you a **reduced benefit** while living of which either one hundred per cent (100%) or fifty per cent (50%), as you may elect*, is continued for the lifetime of your surviving spouse.

V. AMOUNT OF YOUR BENEFIT

Your Defined Contribution Pension benefit at retirement will depend on the total amount accumulated in your Basic Account over the years. If you choose a Pension in the form of an annuity, it is purchased from an insurance company.

The contributions made by a contributing employer are not taxable to you at the time deposits are made but are taxable upon distribution. The law requires 20% of the distribution to be withheld as income tax on any taxable distribution. In the event you are under age 59½ an additional 10% penalty tax is withheld for early distribution. You will pay tax on your monthly Pension and Profit Sharing payments when they are received. However, it is likely that after retirement your total taxable income will be less, thus you will pay less taxes.

In the event a Participant is permanently and totally disabled at any age, he/she will qualify for a distribution from the Defined Contribution Pension Plan. Tax penalties do not apply to disability retirement. All withdrawal requests should be made to the Administration

Office.

VI. RECIPROCAL AGREEMENTS

The IBEW Local No. 684 Defined Contribution Pension Plan is signatory to the National Electrical Industry Pension Reciprocal Agreement. Pension funds are transferred according to the Reciprocal Agreement on a monthly basis. Traveling employees must complete the reciprocal registration process online (the ERTS electronic transfer protocol) available at your Home Local or the local where you are working.

VII. FUTURE OF THE PLAN

This Plan is available to all individuals covered by the collective bargaining agreement between IBEW Local No. 684 and the National Electrical Contractors Association, to give members of IBEW Local No. 684 a practical and convenient program of providing for an income after they retire from work. It is expected that the Plan will be continued indefinitely, but the right to discontinue participation at any time is reserved to the Board of Trustees of the Plan. However, no change or discontinuance will adversely affect the amounts previously allocated to each individual's accounts.

IBEW Local No. 684

Defined Contribution Pension Plan

FREQUENTLY ASKED QUESTIONS

This Defined Contribution Pension Plan is known as an Annuity or Money Purchase Pension Plan and is completely separate from any other pension plan that you may have. Under this Defined Contribution Pension Plan, an hourly contribution as required by the applicable collective bargaining agreement is credited to each individual employee who is a Participant under this Plan.

1. When did the Plan become effective?

The Plan became effective on July 1, 1990.

2. Who pays for the Plan?

The entire cost of the Plan is paid by contributions required under a collective bargaining agreement.

3. Who is eligible to become a Participant?

You are eligible to participate in the Plan if you are an employee of an employer who is signatory to a collective bargaining agreement between Local Union No. 684, International Brotherhood of Electrical Workers, and the National Electrical Contractors Association, and you are performing work covered by these agreements for such employers, or an employee of the Union signatory thereto. You are a Participant when you worked at least 500 hours of Covered Employment within two consecutive Plan Years.

If you are a Participant, you will receive a statement from the Administration Office at least once every year showing the actual employer contributions paid with respect to your work in the previous fiscal year and the value of your Basic Account. Once you are a Participant, you are always 100% vested in the Basic Account

4. What is a Basic Account?

The term "Basic Account" describes the account established in your name to receive contributions made by your employers on your behalf. Your Basic Account is set up as of the end of the first month following the date you become a Participant in the Plan.

5. What determines the value of the accrued benefit in my Basic Account?

First, of course, is the amount of contributions that are paid on your behalf. This money, along with contributions in all other Basic Accounts, is invested under policies established by the Board of Trustees of the Fund. Any interest or dividends received is added to contributions; changes in the value of investments also result in increases or decreases in the value of each Basic Account. From this accumulation is deducted a uniform share of the expenses of operating the Plan. All of these things taken together determine the value of your accrued benefit in your Basic Account at any Valuation Date.

6. What is the valuation date?

On March 31 of each year, the value of each Basic Account is fixed. March 31 is known as the Valuation Date. That date is selected as the Valuation Date because it is the last business day of the Plan's fiscal year. The value is based as of this date by combining the following factors to determine the value of your account: prior balance (if any), contributions, investment income, and the expenses of operating the Plan.

7. What is the exact amount of money I would get when I am eligible for benefits?

Due to the fluctuation in the amount of the yield on investments as well as the fluctuating value of stocks or bonds or other investment assets, the exact amount you will receive in the future when you are eligible for benefits cannot be determined now. However, the amount you will receive will be calculated as follows: the sum of all the contributions received on your behalf, plus all actual investment earnings credited to your Basic Account, plus or minus changes in the value of the Plan's investments, minus your share of the expenses of operating the Plan. A statement will be sent to you annually showing you the status of your Basic Account. It is very important that you carefully check the statement that you receive from the Administration Office and notify the Administration Office immediately if you believe there is any error or if one of your employers has not made the required contributions on your behalf.

8. When can I Retire?

(a) Normal Retirement Date - Your normal retirement date will be the first day of the month coinciding with or next following your 62nd birthday after you have ceased working in covered employment. The benefit is your account balance.

(b) Retirement prior to age 62 - You may elect to retire prior to age 62 if you retire under the IBEW Local 684 Retirement Plan (Part A) or any other IBEW local union pension plan. You can receive your account balance at that time.

(c) You may retire at any time if you are awarded Social Security Disability Benefits.

9. May I assign my benefits under the Plan?

Unless otherwise required by law (Qualified Domestic Relations Order or a Joint and Survivor Annuity), the benefits provided under this Plan are nonassignable.

10. Does the booklet describe the Plan completely?

The information contained in the Summary Plan Description portion of this booklet is intended to be only an outline of the principal features of the Plan. It should be pointed out that the provisions of the Plan and not the Summary Plan Description will govern all interpretations of rights and benefits payable under the IBEW Local No. 684 Defined Contribution Pension Plan. The terms of the Plan as adopted are stated in the Plan Document contained in this booklet. The Trustees shall have complete discretion interpreting the Plan and determining all factual issues relating to eligibility for and amount of benefits.

11. May I withdraw money from my account if I become disabled?

Yes. If you are permanently and totally disabled as defined in the Plan, regardless of age, you may withdraw your account balance in one of the methods described in the booklet.

Permanently and totally disabled means you are receiving Social Security Disability Benefits under Title II of the Social Security Act.

12. Are the employer's contributions taxable income to me?

No. The employer contributions are not taxable income to the individual, nor are earnings thereon, as this is a tax exempt qualified Pension Trust. Taxes are due when you withdraw money from your account.

13. What are my ownership rights to this money?

Participants, after having 500 hours of contributions paid into the Plan within two consecutive Plan Years will have 100% ownership (vested rights) in all funds credited to his account. This includes contributions and earnings on investments.

14. May I withdraw my funds prior to retirement?

Yes. Under certain circumstances, an individual may withdraw the accumulated funds in this Pension Plan prior to retirement. They are as follows:

If you have not been employed in work covered by the Collective Bargaining Agreement for a period of 12 consecutive months, and cease to work for any Employer that is a signatory contractor or any other employer performing work that would be covered if that employer was a signatory contractor, you may apply for payment of the money in your Basic Account if the value is less than \$5,000.

15. What reports do I have to file if I withdraw my accumulated funds?

You are required to report the receipt of such funds as income and, as such, you will be subject to income taxes, both state and federal.

Effective January 1, 1993, any lump sum withdrawal or withdrawal paid over a period of less than five years is subject to mandatory 20% withholding for federal income taxes. Even if the withdrawal/distribution is rolled over into another qualified pension plan or individual retirement account within 60 days the Trust will withhold 20% for federal income taxes. The Trust is not required to withhold federal taxes if the transfer is from trustee to trustee. Consequently, **CONSULT WITH AN ACCOUNTANT REGARDING THE TAX RAMIFICATIONS OF ANY WITHDRAWAL/DISTRIBUTION BEFORE YOU TAKE POSSESSION OF THE BENEFITS.**

16. What amount of benefit will I receive when I retire?

The value of your benefit at retirement is equal to the value of your Basic Account. Although you may receive benefits under any of several alternate methods of payment you may select, the total of all payments under each alternate method are equal in value. The value of your Basic Account at retirement depends upon the amount of contributions and investment earnings credited to your account during the period of your participation. Generally, the longer the period of your participation, the greater will be the value of your Basic Account at retirement. Similarly, the higher the investment earnings, the greater will be the value of your account. For this reason, the Trustees intend to achieve the highest investment return possible, consistent with prudence and safety.

17. As a Retiree, what forms of retirement benefits are available under the Plan?

A Participant who has been married for the twelve (12) months immediately prior to retirement is automatically covered by the joint and survivor annuity benefit with a 50% survivor annuity to his spouse unless elected otherwise as explained above. Other elections that may be made by a married Participant (with the written consent of the spouse) and other Participants include a single life annuity, lump sum distribution equal to the value of the Basic Account, equal monthly payments for a period of either 10, 15 or 20 years, and level monthly payments until your Basic Account has been exhausted (with the declining balance participating in the gains and losses of the Plan).

18. What death benefits are payable under the Plan?

a. Pre-retirement death benefits: If your death occurs before your retirement, your designated beneficiary will receive a benefit equal to the value of your Basic Account.

b. Post retirement death benefits: If your death occurs after your retirement and you have not elected to receive your benefit in the form of an insured annuity, your designated beneficiary will receive an amount equal to the remaining value of your Basic Account. If you have elected an insured annuity, the conditions of the insured annuity contract will determine the death benefit.

c. Form of payments to beneficiary: If a benefit is payable from your Basic Account, your beneficiary will be required to elect one of the methods of receiving benefits under the Plan.

19. How do I designate a beneficiary for my accrued benefit?

You may designate a beneficiary on a form provided by the Board of Trustees and received by the Plan before your death. You may change your beneficiary at any time in the same manner. Remember, if you are legally married and wish to designate someone other than your spouse as beneficiary, you must obtain written spousal consent, which is witnessed by a notary public or authorized plan representative. Spousal consent is required any time you wish to designate a beneficiary other than your spouse.

20. What happens if my beneficiary dies before I do, and I fail to designate another beneficiary?

Any death benefits payable shall be paid to your surviving spouse, if then living, or if not living to your children in equal shares, or if none, to your estate.

21. May I postpone my retirement?

Yes. Retirement is not mandatory. You may continue to work in the trade after normal retirement age.

22. What happens if I leave the trade?

Once you have contributions credited to your Basic Account and become a Participant (see question #3), you are entitled to a benefit at your retirement, regardless of whether you have left the trade. The amount of your benefit will depend on the accumulated contributions made on your behalf and the investment earnings credited to your Basic Account whether you retire on

your regular retirement date or postpone your retirement. If you leave the trade for twelve (12) consecutive months and your account balance is less than \$5,000.00 you may request a distribution (see question #14).

23. Is interest credited to accounts?

The contributions received by the Trust Fund are invested to earn additional income. Your Basic Account is credited annually with your proportionate share of the investment income. Your share of the investment earnings each year is equal to the ratio which your account (including contributions and investment income allocated in prior years) bears to the total of all Participants' accounts. The larger the balance credited to your account, the greater the investment income allocated each year.

24. What forms of payment may I elect?

When you apply for retirement benefits, you will be required to elect a form of payment from the following choices:

a. You may elect to have an annuity contract purchased from an insurance company in the form of an installment refund lifetime annuity, if possible. This would provide monthly payments for your life, with a guarantee that the total of all benefit payments would be at least equal to your Basic Account balance at your retirement date. You may also select a 10, 15 or 20 year certain annuity.

b. You may elect to receive a full lump sum amount equal to the value of your Basic Account.

c. You may elect to have an annuity contract purchased from an insurance company in the form of a 50% joint-and-survivor life annuity. Under this form, you will receive a monthly annuity for life and, upon your death, your spouse, if living, will receive a monthly payment for life equal to one-half of the amount you were receiving. This form is required if you have been married for the 12 month period immediately before retirement unless waived in writing by your spouse.

You must give careful attention to the tax consequences of the form of payment you choose. It is possible that you may not receive the most favorable tax treatment if you receive a full distribution of your Basic Account and return to work sometime thereafter. You must also be aware that, as long as your Basic Account remains in the Trust Fund, you will not be taxed on the investment income allocated to your account.

25. Can a Participant elect not to be covered by the joint and survivor annuity?

Yes. The Participant may elect not to be covered by the joint and survivor annuity benefit with the written consent of the spouse. The written consent must either be notarized or witnessed by a plan representative.

26. May the election not to be covered by the joint and survivor annuity benefit be changed once elected?

Yes. A Participant with a written consent of his spouse may revoke an election not to take the

qualified pre-retirement survivor annuity or choose again to take a qualified pre-retirement survivor annuity at any time and any number of times within the applicable election period.

27. What is the election?

This period begins the first day of the first Plan Year in which the Participant is age thirty-five (35) and continues until the Participant's death or retirement, whichever occurs first.

28. What if death occurs after retirement?

A Participant's beneficiary shall be entitled to a benefit equal to the remaining value of the Participant's Basic Account upon death for other than an insured benefit. If the benefit is an insured benefit, the conditions of the insured benefit contract will prevail.

29. Can I transfer my account balance to other IBEW pension plans?

The IBEW Local No. 684 Defined Contribution Pension Plan is signatory to the Electrical Industry Pension Reciprocal Agreement. Defined Contribution funds are transferred according to the Reciprocal Agreement on a monthly basis. Traveling employees must complete the reciprocal authorization online (ERTS reciprocal transfer protocol) at their Home Local or the local union in which they are working.

30. What is the application procedure for payment of my accrued benefit?

All applications must be in writing and filed with the Administration Office in a manner prescribed by the Board at least 30 days before payment of your accrued benefit is to be made.

31. Is there a procedure to follow if an application is denied?

Yes, the claim and appeal procedure is described in the following section in detail. It should be followed precisely if a claim for benefits is denied.

32. Could I lose the money in my Basic Account?

You or your beneficiary could lose contributions made on your behalf, the earnings thereto, or some or all of your Basic Account balance under the Plan, if: you do not initially qualify as a Participant as described above, there are investment losses, or your share of plan expenses exceed your contributions and earnings in a Plan Year.

33. What happens if I enter military service?

If you serve in the armed forces, you may be entitled to additional accruals based on your time in the military. You should advise the Administration Office of the military service, if any.

34. What is the future of the Plan?

This Plan is available to give members of IBEW Local No. 684 a practical and convenient program of providing for an income after they retire from work. It is expected that the Plan will be continued indefinitely, but the right to discontinue participation at any time is reserved to the Board of Trustees of the Plan. However, no change or discontinuance will adversely affect the amounts previously allocated to each individual's accounts.

**INFORMATION REQUIRED BY THE EMPLOYEE
RETIREMENT INCOME SECURITY ACT OF 1974**

A. Name of Plan:

This Plan is known as the IBEW Local No. 684 Defined Contribution Pension Plan.

B. Name, Address and Telephone Number of Board of Trustees:

This plan is sponsored and administered by a joint board of labor and management representatives, the name, address and telephone number is:

Board of Trustees of the IBEW Local No. 684
Defined Contribution Pension Plan
955 N Street
Fresno, CA 93721-2216
(559) 225-3030

Participants and beneficiaries may receive, upon written request to the Administration Office, information as to whether a particular employer is a contributor to the Plan, and, if so, the employer's address.

C. Identification Number:

The employer identification number (EIN) assigned by the Internal Revenue Service to the Trust is 77-0278151. The plan number is 002.

D. Type of Plan:

This Plan may be described as a money purchase defined contribution money purchase plan that provides benefits at retirement and at termination of employment.

E. Type of Administration:

This Plan is administered by the Board of Trustees with the contractual assistance of a fund manager, a certified public accountant, an investment monitor, investment manager and an attorney.

F. Name, Business Address and Telephone Number of Plan Administrator:

See Item B above.

G. Name and Address of Agent for Service of Process:

The Board of Trustees has designated Benefit Administration Corporation, 955 N Street, Fresno, CA 93721-2216 as agent for service of legal process on behalf of the Trust Fund. Service of legal process may also be made upon any Trustee.

H. Name, Title and Business Address of Trustees:

LABOR TRUSTEES

Mr. Billy Powell
IBEW Local 684
519 12th Street
Modesto, CA 95354-2402

Mr. Cecil Roberts
IBEW Local 684
519 12th Street
Modesto, CA 95354-2402

Mr. Mark Bowden
IBEW Local 684
519 12th Street
Modesto CA 95354-2402

MANAGEMENT TRUSTEES

Mr. Pete Halver
No Cal Chapter NECA
6300 Village Parkway
Dublin, CA 94568-3002

Mr. Brian Gini
No Cal Chapter NECA
6300 Village Parkway
Dublin, CA 94568-3002

Mr. Bobby Hamilton
No Cal Chapter NECA
6300 Village Parkway
Dublin, CA 94568-3002

I. Description of Collective Bargaining Agreement:

This Plan is maintained pursuant to a collective bargaining agreement between Local Union No. 684, International Brotherhood of Electrical Workers, and the National Electrical Contractors Association, San Joaquin Valley Chapter (Modesto Division) as well as other collective bargaining agreements which provide for the making of employer contributions to the Plan. Upon written request to the Fund Manager, Participants and beneficiaries can receive copies of any such agreement. The agreements are also available for inspection at the office of the local union and the office of any employer that regularly employs 50 or more Plan Participants.

J. Eligibility, Participation and Benefits:

Employees are eligible to participate in this Plan if they work under the collective bargaining agreement described above and a contribution is made on their behalf. There are no age or service requirements for initial participation. You are a Participant as soon as the first Employer contribution is made, or is required to be made, on your behalf. All contributions to your account are 100% vested. Benefits may be taken in a lump sum or in an annuity.

Normal Retirement Benefits

The benefit consists of the Participant's account balance and is payable at age 62 for employees who retire from covered employment in the trade within the geographic area covered by the Plan.

Early Retirement Benefits

The benefit consists of the Participant's account balance and is payable at age 55 for employees who retire from covered employment in the trade within the geographic area covered by the Plan.

Disability Retirement Benefits

A Participant who becomes permanently and totally disabled as determined by the Social Security Administration under Title II of the Social Security Act may withdraw the account balance at any age. The disability retirement is available only once in a Participant's lifetime.

Termination Benefit

A Participant who terminates work for a covered employer and does not work for a covered employer for twelve (12) months and has an account balance of less than \$5,000.00 may withdraw his/her account balance.

Forms of Benefit Payments

The automatic form of benefit depends on the marital status of a Participant at retirement.

(a) If the Participant has been married for one year, the automatic form of payment is a 50% Contingent Annuitant option with his spouse as Contingent Annuitant. A married employee may reject the 50% Joint and Survivor Benefit option and elect one of the optional forms of benefits described elsewhere in this booklet. The rejection form must be signed by the employee and the employee's spouse before a notary public or representative of the Plan.

Upon retirement both married and unmarried employees can elect a Contingent Annuitant option. This has the effect of reducing the monthly retirement benefit to the employee and providing a reduced monthly benefit to a designated beneficiary. The options are as follows:

- (1) 100% of the retired employee's monthly benefit
- (2) 50% of the retired employee's monthly benefit

After payment of benefits has begun, selection of the contingent annuity option cannot be changed.

(b) A Participant may elect an annuity payable on his/her life only if unmarried or with the spouse's consent. The duration of the annuity and monthly payment can vary at the election of the Participant. In each case the value of the annuity will equal the value of the Participant's account balance.

(c) A Participant may elect a lump sum distribution of his/her account balance at retirement. If married for the 12 months prior to retirement, this option can only be taken with the spouse's written consent.

(d) A Participant may elect a 10, 15 or 20 year guaranteed benefit. This option pays benefits for the lifetime of the Participant but at least for the period elected even if the Participant dies prior to the expiration of the selected guaranteed period. In that event the benefit will continue for the balance of the guaranteed period and be paid to the designated beneficiary.

K. Death Benefits:

If a Participant dies before retirement and is married, the account balance will be paid to his/her spouse or if he/she has no spouse to the designated beneficiary. The

spouse/beneficiary may elect any optional form of benefit described in the Plan.

L. Plan Termination Insurance:

Benefits under this Plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) since the Plan provides for individual accounts that are fully vested.

M. Source of Contribution to the Plan and Method of Determining Amount of Contribution:

Employers who are parties to the collective bargaining agreement by which this Plan is established make monthly contributions to the IBEW Local No. 684 Pension Trust Fund. The amount of contribution is established by collective bargaining.

N. Funding Medium:

The Trustee managed Plan provides that the Trustees invest those moneys with the help of money managers and an investment advisor.

O. End of Plan Fiscal Year:

The end of the Plan's fiscal year is March 31.

P. Procedures to be Followed in Presenting Claims for Benefits and Remedies Available for Claims Denied in Whole or in Part:

There are certain filing requirements which must be observed in order to protect employees' rights under the Plan. Application forms can be obtained from the administration office or the local union office. The requirements are as follows:

Application Requirement

(1) Application for Retirement Benefits - To receive retirement benefits on the effective date of retirement, an employee must file his application with the Trustees at least 60 days in advance. Benefits cannot be paid until proper application has been made.

(2) Death Benefits - The beneficiary must notify the Administration Office of an employee's death and provide them with a certified copy of the death certificate.

(3) Designation of Beneficiary - Beneficiaries must be designated on the form provided for that purpose, and the form must be dated.

Appeal of Benefit Denial

Initial Determination: A Participant whose application for a pension is wholly or partly denied will receive written notice of the Trustees' decision from the Administrator. The notice will tell: (1) the reason for the denial; (2) the section of the plan document on which the denial is based; (3) what additional information is needed to perfect the claim; and (4) explain the right to appeal the decision. The determination will be made within 90 days. If the Trustees determine a decision cannot be made within 90 days they may take up to an additional 90 days to make the initial determination

A Participant must file the written appeal within 60 days of receiving notice that the application was denied. Failure to file within 60 days waives the Participant's right to appeal, and the Trustees' decision will be final and binding.

The written appeal must state why the Participant feels the Trustees' decision was in error, and must set forth all supporting arguments, issues and comments. To perfect his appeal, the Participant may examine any relevant document in the possession of the Trust or Trustees.

Review: Within 60 days after the Plan receives the written appeal/request for review a decision will be rendered unless it is determined that special circumstances require an extension of time for assessing the evidence and processing the claim. In that event a decision will be rendered within 120 days. The Trustees will advise of the need for an extension prior to the expiration of the first 60 days. Should the claim be denied on appeal the Participant will be advised of the right to file suit in United States District Court under ERISA §502(g) and he/she may be eligible for attorney fees if successful in the litigation.

The Trustees' decision will be in writing and state the specific reasons for the decision, referring to the Trust or Plan Document sections on which the decision is based. This decision is final and binding upon the Participant and all persons claiming under the Participant.

This claims and appeals procedure applies to every claim or right asserted under this Plan (except claims for Disability Retirement as noted below) regardless of when the act or omission upon which the claim is based occurred. The Trustees retain full discretion to interpret the terms of the Plan and to make factual determinations in connection with determining eligibility for benefits and in connection with determinations at each stage of this claim and appeal procedure.

Q. Statement of Participants' Rights Under the Employee Retirement Income Security Act of 1974 (ERISA):

As a Participant in the IBEW Local No. 684 Pension Plan you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan Participants shall be entitled to: Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.

Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each Participant with a copy of this summary annual report. Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62) 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 a year. The plan must provide the statement free of charge.

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. If your claim for a pension benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, after you have exhausted the claim and appeal process you may file suit in a federal or state court under section 502(g) of ERISA. You may be subject to attorney fees should you lose the case and should the court determine your claim was frivolous.

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. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

International Brotherhood of Electrical Workers Local No. 684 Defined Contribution Pension Plan (Part B)

(Restated November 1, 2005)

ARTICLE I - ESTABLISHMENT OF THE PLAN

- 1.1. ESTABLISHMENT OF THE PLAN.** The Board of Trustees of the IBEW Local 684 Pension Trust adopts the IBEW Local 684 Defined Contribution Pension Plan, effective as of July 1, 1990 and restated as of April 1, 1993, April 1, 2000 and November 1, 2005. The Plan is a money purchase pension plan under Section 401(a) of the Code.
- 1.2. APPLICABILITY OF THE PLAN.** The provisions set forth herein are applicable only to those employees in employment covered by an applicable collective bargaining agreement with IBEW Local 684 on or after the Plan's effective date.
- 1.3. PURPOSE OF THE PLAN.** The purpose of this Plan is to help the employees accumulate funds for retirement and to provide funds for their beneficiaries in the event of death or disability prior to retirement. This Plan and the Trust forming a part hereof are established and shall be maintained for the exclusive benefit of the Participants and their beneficiaries.
- 1.4. POWER OF TRUSTEES TO INTERPRET THE PLAN.** The Trustees shall have the sole authority and discretion to interpret the Plan terms, and to determine and resolve all questions of the nature, amount, and duration of benefits, and the requirements for eligibility for benefits, for employees, dependents and beneficiaries. The Trustee shall have full authority in their discretion to change requirements regarding eligibility and benefits from time to time as shall appear necessary or proper under the circumstances.

The provisions of this Plan are designed and intended to comply with ERISA, as amended, and construction or interpretation of the Plan shall be adopted as is consistent with the Trust agreement and with ERISA. The Board of Trustees or persons appointed by the Board, may adopt objective standards to determine eligibility for benefits and construe the terms of this Defined Contribution Plan, and any rules or regulations issued hereunder. No person may rely upon any interpretation by an individual Trustee, Union officer or representative, Employer or any other person. Any question of interpretation shall be directed, in writing, to the Board of Trustees. No oral statement of any person, including a Plan official, may be the basis of any benefit claim if such statement conflict's with the Plan's written provisions, or the Pension Trust Agreement.

ARTICLE II - DEFINITIONS

- 2.1 ACCRUED BENEFIT.** The term “Accrued Benefit” means the balance of the accounts maintained for each Participant adjusted for withdrawals, income, expenses and realized and unrealized gains and losses, attributed thereto.
- 2.2 ANNUAL ADDITIONS.** The term “Annual Additions”, means the amount contributed to the Participant’s Account for any Plan Year which is equal to the Employer contributions less expenses.
- 2.3. ANNUITY STARTING DATE.** The term “Annuity Starting Date” means the first day of the first calendar month starting after the Participant has fulfilled all of the conditions for benefits, including the filing of an application.
- 2.4 BENEFICIARY.** The term “Beneficiary” means but is not limited to: A member of the Participant’s family, heir, blood relative, spouse affianced husband, affianced wife, father-in-law, sister-in-law, stepfather, stepmother, stepchildren, stepbrothers, stepsisters, children or parents by legal adoption, the Member’s estate, a charitable, benevolent, educational, or eleemosynary institution, or to persons dependent upon the Member or upon whom the Member is dependent. The Beneficiary shall be the Participant’s spouse if the Participant had a spouse for the 12 month period immediately prior to his death or retirement unless the Participant elected another Beneficiary with the written consent of the Participant’s spouse.

However, notwithstanding the foregoing, if the Participant is married at the time of death, the Participant’s nonforfeitable accrued benefit will be payable in full to the surviving spouse. This benefit will be paid instead to the designated Beneficiary if the Participant executes a written waiver of the spousal benefit, the spouse consents to the beneficiary designation, and both waiver and the spouse’s consent state the specific non-spouse Beneficiary. Any such waiver must be witnessed by a notary public or representative of the Plan.

- 2.5 CONTRIBUTION.** The term “Contribution” means the amount to be paid to the Trust as required by the Collective Bargaining Agreement.
- 2.6 CONTRIBUTION PERIOD.** The term “Contribution Period” means that regular period for which Employer contributions shall be made as specified in the Collective Bargaining Agreement.
- 2.7 COLLECTIVE BARGAINING AGREEMENT.** The term “Collective Bargaining Agreement” means:
- a) The current agreement between the UNION and the National Electrical Contractors Association, Modesto Division, San Joaquin County Chapter, which provides for the making of Employer Contributions to the Trust.

- b) Any extensions, amendments, modifications, or renewals of any of the above-described Collective Bargaining Agreements, or any substitution or successor agreement or agreements, which provide for the making of Employer contributions to the Trust.
- c) Any other collective bargaining agreement or participation agreement which has been approved by the Trustees, between the Union and any Employer, which provides for the making of Employer Contributions to the Trust.

- 2.8 COVERED EMPLOYMENT.** The term “covered employment” means employment on or after the effective date of this Plan, on account of which employment the Employer makes or is required to make the Employer contribution into the Pension Fund, or for which the Participant is paid or entitled to payment, including sick leave, vacation, paid layoff, paid disability, and similar paid periods of non-working hours, as well as any hours of back pay awarded to the Participant, irrespective of mitigation of damages, agreed to be paid to the Participant by the Employer. Hours shall not be credited for both (1) performance of duties for the Employer, and (2) either non-performance of duties shall be credited in accordance with D.O.L. Regulations, Section 2530.200 b-2(b). Hours shall be credited to the applicable computation period in accordance with Regulations Section 2530-200 b-2(c). For purposes of this paragraph, effective January 1, 1986, the term “employment” shall include hours of future service which would have been worked but for the performance of duties as a Trustee of an employee benefit Plan, maintained pursuant to the Collective Bargaining Agreement, as defined in Article I, Section 1.6(a).
- 2.9 DEFERRED RETIREMENT DATE.** The term “Deferred Retirement Date” means the first day of any month following the date of the Participant's Regular Retirement Age or the later of April 1 of the year following attainment of age 70½ or retirement.
- 2.10 EFFECTIVE DATE.** The term “Effective Date” means July 1, 1984.
- 2.11 EMPLOYEE.** The term “Employee” means any employee of an Employer who performs work covered by the Collective Bargaining Agreement. It shall also include any officers, agents, representatives, and employees of the Union or the Joint Apprenticeship Trust and employees of an employer who, pursuant to resolution of the Board of Trustees, are included in the Pension Plan and on whose behalf such employer makes contributions to the fund on the same basis as are made by the employer parties to the Collective Bargaining Agreement, provided that the inclusion of any "employee" is not in violation of any existing law or governmental regulation and does not affect the tax exempt status of the Trust. The term employee does not include any self-employed person whether a sole proprietor, partner otherwise.
- 2.12 EMPLOYER.** The term “Employer” means any individual Employer (including any individual, partnership, corporation, contractor, joint venture or other entity), who is required by any Collective Bargaining Agreement to make contributions to this Trust Fund.

The term Employer shall also include the Union and Joint Apprenticeship Training Trust, which may make contributions to this Trust Fund on behalf of their officers, agents, representatives and employees, provided such contributions do not jeopardize the tax exempt status of this Trust Fund. Said contributions shall be made in such amounts and in such manner as may be permitted by the Collective Bargaining Agreement.

2.13 ERISA. The term “ERISA” means the Employee Retirement Income Security Act of 1974 (PL93-406) as it may be amended from time to time, and any regulations issued pursuant thereto as such Act and such regulations affect this Plan and Trust.

2.14 FIRST PLAN YEAR. "First Plan Year" means July 1, 1990, through March 31, 1991, (9 months), thereafter Plan Year shall begin on April 1 and conclude on March 31st of the following year.

2.15 JOINT AND SURVIVOR ANNUITY.

(a) The term “Joint and Survivor Annuity” means a reduced monthly Fixed Annuity payable for the life of the Participant’s Beneficiary. The monthly annuity payment to the Beneficiary shall be equal to fifty percent (50%) of the reduced amount which was payable to the Participant. This benefit shall be an automatic benefit unless elected against by the Participant and the Participant’s spouse in writing.

(b) A “qualified pre-retirement survivor annuity” means an annuity for the life of the surviving spouse, the actuarial equivalent of which is not less than 50% of the account balance of the Participant as of the date of death.

2.16 PARTICIPANT. The term “Participant” means any Employee or former Employee who has had a contribution paid on his behalf by an Employer in any Plan Year. However, an employee for whom the employer contributions are required to be made on his behalf pursuant to collective bargaining agreement shall not become a Participant in the Plan until employer contributions are required to be made on his behalf for 500 hours of service within two consecutive Plan Years. An employee is credited with the year of service for eligibility purposes upon completing 500 hours of service within two consecutive Plan Years.

2.17 PARTICIPANT’S BASIC ACCOUNT. The term “Participant’s Basic Account” means each Participant’s individual account maintained under the agreement with the Investment Source in accordance with the terms of this Plan. Each Participant’s Basic Account will be valued at market value at least once in each Plan Year and will be maintained so as to reflect the amount attributable to Employer contributions, increased by a pro rata share of earnings and unrealized gains and decreased by a pro rata share of Plan expenses and any losses incurred realized or unrealized. The pro rata calculation will be based on each Participant’s account balance at the beginning of the Plan Year.

2.18 PERMANENT AND TOTAL DISABILITY. The term “Permanent and Total

Disability” means a Participant shall have been determined to be totally disabled by the Social Security Administration. Proof of total disability shall be established by an Award from the Social Security Administration. The Board may at any time or from time to time, require evidence of continued eligibility for Social Security Disability benefits.

- 2.19 PLAN.** The term “Plan” means IBEW Local 684 Defined Contribution Pension Plan, the terms of which are set forth herein, as it may be amended from time to time.
- 2.20 PLAN YEAR.** The term “Plan Year” means the twelve-month period, commencing on April 1 and ending on the following March 31.
- 2.21 PLAN HOUR.** A “Plan Hour” for which a contribution will be made to this Plan is each hour for which an employee works and wages are paid as required in the Collective Bargaining Agreement. There are no periods of sick leave, vacation or non-working periods for which wages are paid under the Collective Bargaining Agreement. For each hour actually worked by an employee vacation pay is placed in a trust fund which may be utilized by the employee for vacation and other non-working periods.
- 2.22 REGULAR RETIREMENT AGE.** The term “Regular Retirement Age” means the date the Participant attains age 62. Regular Retirement Age shall also mean the age a Participant qualifies for and elects retirement under the IBEW Local 684 Pension Plan (Part A).
- 2.23 REGULAR RETIREMENT DATE.** The term “Regular Retirement Date” means the first day of the month coinciding with or next following the date a Participant attains his Regular Retirement Age.
- 2.24 REQUIRED BEGINNING DATE.** The term “Required Beginning Date” means the April 1st following the calendar year in which the Participant attains age 70½ if the Participant is a 5% owner of an Employer (as defined in section 416(i)(1)(B)(i) of the Code). For all other Participants, Required Beginning Date shall mean April 1 following the calendar year in which the Participant has attained age 70½ or retires, whichever is later.
- 2.25 TERMINATION OF EMPLOYMENT.** The term “Termination of Employment” means a severance of the Employer-Employee relationship (without continued employment with another Employer in the bargaining unit) which occurs prior to a Participant's Regular Retirement Age for any reason other than Death.
- 2.26 TRUST.** The term “Trust” means the Trust Agreement entered into by the IBEW Local 684 Local Union and the National Electrical Contractors Association, San Joaquin Chapter, Modesto Division (“NECA”) which Trust Agreement implements the provisions of this Plan and was signed January 1, 1977.
- 2.27 TRUSTEE.** The term “Trustee” means the individuals designated as "Employer Trustees" and "Union Trustees" pursuant to the terms of the Trust Agreement, and any

successors thereto.

2.28 UNION. The term “Union” means the International Brotherhood of Electrical Workers Local 684, AFL-CIO, also known as “IBEW Local 684.”

2.29 VALUATION DATE. The term “Valuation Date” means the last day of each fiscal year.

2.30 VESTED INTEREST. The term “Vested Interest” on any date means the nonforfeitable right to a benefit in the amount which is equal to 100% of the Participant's Accrued Benefits. A Participant is 100% vested after Employer contributions are required for 500 hours in a twenty-four (24) month period. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with §414(u) of the Internal Revenue Code, effective December 12, 1994.

**ARTICLE III - ELIGIBILITY, PARTICIPATION,
VESTING AND ADMINISTRATION**

- 3.1 ELIGIBILITY.** An Employee shall become eligible to participate in the Plan at the time contributions are required to be made to the Plan on his behalf.

An employee becomes a Participant on the first day of the month following the month in which he worked at least 500 hours in covered employment in two consecutive Plan Years. (At a minimum, as required by the Internal Revenue Code, once an employee meets the statutory age and service requirements, the employee will participate not later than the first day of the Plan Year after the employee has met the statutory requirements, or six (6) months after the day which such requirements are made.)

- 3.2 ADMINISTRATION COSTS.** Administration costs shall be taken out of interest and other earnings of the Basic Accounts of the Participants to be borne on a pro rata basis by the Participants. Actual expenses incurred in the administration of this Plan shall be paid by this Plan from the earnings on the basic contributions. Said expenses include but are not limited to administration fees, legal fees, accounting fees, Trustees' educational expenses and consultant's fees. The earnings of the Fund to be allocated on a pro rata basis to the Participants' accounts on the valuation date shall be those earnings after the deduction of the Fund's expenses as enumerated herein. The pro rata calculation will be based on each Participant's account balance at the beginning of the Plan year.

Unless otherwise determined by the Trustees, any expense solely attributable to or incurred in a Basic Account shall be paid from the particular Basic Account. These expenses will include but not be limited to any expenses incurred by the Trust in connection with any special report required by the Participant to be made, any legal expenses incurred by the Trustees as a result of any litigation involving a Participant in which the Trust has been joined as a party and has been required to incur expenses for such participation or has otherwise been required to incur expenses solely attributable to the performance of the Trustees legal and fiduciary responsibilities concerning a particular Basic Account.

- 3.3 PARTICIPATION.** An employee for whom employer contributions are required to be made on his behalf pursuant to a collective bargaining agreement shall not become a Participant in the Plan until employer contributions are required to be made on his behalf for 500 hours of service in a twenty-four (24) month period. For employment on and after February 1, 2003, an Employee becomes a Participant on the first day of the month in which he worked at least 500 hours in Covered Employment within two consecutive Plan Years.

- 3.4 VESTING.** An employee for whom employer contributions are required to be made on his behalf pursuant to a collective bargaining agreement will be fully and immediately vested upon becoming a Participant in the Plan as provided in section 2.19 herein. Any nonvested contributions will be used to defray Plan expenses. Notwithstanding the

foregoing, if a Participant makes a rollover contribution (as defined in section 4.6) of this Plan, the Participant shall be fully and immediately vested in such rollover contribution. This benefit shall be paid pursuant to the same terms and conditions as other benefits earned under this Plan.

- 3.5 HOUR OF SERVICE.** The term “hour of service” means each hour for which on or after the effective date of this Plan, on account of employment the Employer makes or is required to make the Employer contribution into the Pension Fund, or for which the Participant is paid or entitled to payment, including sick leave, vacation, paid layoff, paid disability, and similar paid periods of non-working hours, as well as any hours of back pay awarded to the Participant, irrespective of mitigation of damages, agreed to be paid to the Participant by the Employer. Hours shall not be credited for both (1) performance of duties for the Employer, and (2) either non-performance of duties shall be credited in accordance with D.O.L. Regulations, Section 2530.200 b-2(b). Hours shall be credited to the applicable computation period in accordance with Regulations Section 2530-200 b-2(c).

An individual 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 such individual but for such absence, or in any case in which such hours cannot be determined, eight (8) hours of service per day of such absence not to exceed 90 days. 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 individual, (2) by reason of a birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The hours of credited service 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 of the cases, in the following computation period.

ARTICLE IV – CONTRIBUTIONS/BASIC ACCOUNTS

- 4.1 EMPLOYER CONTRIBUTIONS.** The Employer shall make a contribution for each Participant based on his hours paid during the Contribution Period. The hourly rate of the contribution and the definition of hours paid shall be as set forth in the Collective Bargaining Agreement.
- 4.2 CREDITING OF EMPLOYER CONTRIBUTIONS.** The Employer contribution, exclusive of any administrative charges, shall be credited to the Participant's Basic Account for whom such contribution was made.
- 4.3 PARTICIPANT'S ACCOUNT.** A Participant's Basic Account shall be maintained on behalf of each Participant until such Account is used to provide an annuity, or distributed in accordance with the terms of this Plan. As of the end of each Plan Year, or at such other regular intervals that the Board of Trustees shall decide upon, the Board of Trustees shall determine, or cause to be determined, the fair market value of the assets being held in the Plan pursuant to this Article. Fair market values so determined shall be conclusive for all purposes of the Plan. Any increase or decrease in the fair market value as so determined shall be allocated to all individual accounts then held in the Plan, in proportion to the ratio which the value of each account as of the preceding valuation date bears to the value of all individual accounts as of the preceding valuation date. The value of an individual account, as determined as of a given date under this section, shall remain the value thereof for all purposes of the Plan until re-valued hereunder, subject only to the crediting and debiting of contributions and withdrawals. The Trustees or their designated agents shall furnish each Participant with a written report of the value of their Basic Account at least once during each year.

Unless otherwise determined by the Trustees, any expense solely attributable to or incurred in a Basic Account shall be paid from the particular Basic Account. These expenses will include but not be limited to any expenses incurred by the Trust in connection with any special report required by the Participant to be made, any legal expenses incurred by the Trustees as a result of any litigation involving a Participant in which the Trust has been joined as a party and has been required to incur expenses for such participation, or has otherwise been required to incur expenses solely attributable to the performance of the Trustees' legal and fiduciary responsibility concerning a particular Basic Account.

The value of a Participant's account shall be determined without regard to that portion of the account balance that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of section 402(c), 408(d)(3)(A)(ii) and 457(e)(16) of the Code.

- 4.4 VALUATION -- REDUCTION OF BASIC ACCOUNTS.** The Trustees may, at any time, in their sole and absolute discretion, uniformly reduce the amount in each Basic Account so that in no event on any valuation date shall the total amounts of all Basic

Accounts plus amounts established for expenses and reserves at that time, exceed the market value of the total net assets of the Fund, and, if such event shall occur, then all existing Basic Accounts shall automatically be proportionately reduced so that the total of all Basic Accounts plus amounts established for expenses and reserves is not more than the total net assets. Any reduction resulting from this procedure is part of the mathematical formula for valuation and is not a forfeiture.

4.5 LIMITATION ON RIGHTS TO A BASIC ACCOUNT. The fact that Basic Accounts are established and valued as of each valuation date shall not give any employee or others any right, title or interest in the Fund or its assets, or in the Basic Account, except upon the terms and conditions herein provided. Subject to such terms, an employee's right to the value of the assets in his Basic Account is nonforfeitable from the time he becomes vested.

4.6 RECEIPT OF PLAN ROLLOVERS. This Plan and the Trust which holds contributions to fund the benefits described herein may accept lump sum distributions from other qualified Plans, IRAs, §403(b) annuities and §457 Plans for all Participants. Said acceptance of contributions is pursuant to Internal Revenue Code 402(a)(5), 403(a)(4), and TIR 1676. Contributions may be accepted by this Plan and Trust directly from qualified Plans or from the Participants of said qualified Plans as described herein within 60 days of distribution of their benefits to them by the qualified Plan.

4.7 ELIGIBLE ROLLOVER DISTRIBUTIONS. This Section applies to distributions made from the Fund on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement Plan specified by the distributee in a direct rollover. Eligible retirement Plan as described in subsection (b) below includes §403(b) annuities and §457 Plans. If any Participant of an eligible rollover distribution:

- (a) Elects to have such distribution paid directly to an eligible retirement Plan and,
- (b) Specifies the eligible retirement Plan to which such distribution is to be paid (in such form and at such time as the Plan Administrator may prescribe).

Such distribution shall be made in the form of a direct Trustee-to-Trustee transfer to the eligible retirement Plan so specified as defined below. An "eligible rollover distribution" is any distribution of all or any portion of the balance in a distributee's Individual Account, except that an eligible rollover distribution does not include:

- (1) Any distribution that is one of a series of substantially equal periodic payments (not less frequent than annually) made for the life (or life expectancy) of the distributee and the distributee's designated Beneficiary, or for a specified period of 10 years or more; or

- (2) Any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; or
 - (3) The portion of any distribution that is not includible in gross income.
 - (4) Any hardship distribution pursuant to applicable sections of the Internal Revenue Code.
- (c) An “eligible retirement Plan” is:
 - (1) An individual retirement Account described in Section 408(a) of the Internal Revenue Code; or
 - (2) An individual retirement annuity described in Section 408(a) of the Internal Revenue Code; or
 - (3) A qualified trust described in Section 403(a) of the Internal Revenue Code; or
 - (4) A qualified trust described in Section 401(a) of the Internal Revenue that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement Plan is an individual retirement Account or individual retirement annuity.
- (d) A “distributee” includes an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving Spouse and Employee’s or former Employee’s Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414 (p) of the Internal Revenue Code, are distributee’s with regard to the interest of the spouse or former spouse.
- (e) A “rollover” is a payment by the Plan to the eligible retirement Plan specified by the distributee.

ARTICLE V - RETIREMENT BENEFITS

- 5.1 REGULAR AND DEFERRED RETIREMENT.** A Participant who attains his/her regular retirement age, sixty-two (62), or deferred retirement age, and retires on his/her early, regular or deferred retirement date, shall be entitled to receive the value of his/her Basic Account in one of the Methods of Receiving Benefits. A Participant who retires under the Local 684 IBEW Pension Plan prior to age 62 or any other IBEW local union pension plan prior to age 62 shall also be entitled, at the time of said retirement, to receive the value of his Basic Account in one of the methods of receiving benefits as stated in section 5.4.
- 5.2 PERMANENT AND TOTAL DISABILITY RETIREMENT.** A Participant who becomes permanently and totally disabled as defined in Section 5.3 below shall be eligible for a Permanent and Total Disability Retirement Benefit and shall be entitled to elect to receive his/her benefit under any one of the methods in Section 5.4 of this Plan.
- 5.3 PROOF OF DISABILITY.** The Trustees shall use the certification of a Social Security Award as proof of total disability.
- 5.4 METHODS OF RECEIVING BENEFITS.** A Participant may elect to have the Trustees pay his/her accrued benefits in one of the following forms:
- (a) Purchase from an insurance company an installment refund annuity if available. In the event the Participant is unmarried at the time of the election of the method of receiving benefits this section (a) shall apply and he/she shall be paid in the form of a single life annuity unless said Participant elects in writing one of the other methods of receiving benefits contained herein;
 - (b) Provide a specified monthly amount until his/her Basic Account is exhausted;
 - (c) Provide a full lump sum amount equal to the value of his Basic Account; or;
 - (d) Purchase from an insurance company a 50% Joint & Survivor Annuity or a 100% Joint and Survivor Annuity with the annuitant receiving a reduced annuity and the survivor receiving a 50% or 100% continuation, depending on the joint option selected.
 - (e) Purchase from an insurance company an annuity payable for 10, 15 or 20 years certain or for the life of the annuitant, if later.
- 5.5 NORMAL FORM OF BENEFIT.** Unless elected against in writing by both the Participant and the Participant's spouse, if the Participant had a spouse for the 12 month period immediately prior to retirement the normal form of benefit shall be the 50% joint and survivor method as described in method (d) above. If the Participant and the spouse elect not to take the joint and survivor annuity, said election may be revoked at any time

and any number of times within the applicable election period. The applicable election period shall include a period of at least 90 days following the furnishing of all the applicable information required by law and ending prior to the commencement of benefits. In no event will the election period end earlier than the 90th day before the commencement of benefits. The 12 month period shall be measured from the date the Participant retires or the date of the Participant's death, whichever is more favorable to the Participant.

During a period that begins on the first day of the 90 day period ending on the annuity starting date and ends on the later of the annuity starting date or the 30th day after the Plan administrator provides the Participant with a written explanation of the qualified joint and survivor annuity (QJSA), a Participant may waive the QJSA form of benefit if the following conditions are satisfied:

- (1) The Participant's spouse consents in writing to the election and the spouse's consent is witnessed by a Plan representative or notary public;
- (2) The Participant's waiver and the spouse's consent state the specific non-spouse beneficiary (including any class of beneficiaries or of which may be further modified (except back to a QJSA) without subsequent spousal consent (unless expressly permitted by the spouse); and
- (3) The spouse's consent acknowledges the effect of the election.

In reference to (c) above, any lump sum settlement from any insurance company will be adjusted to market value if they provide annual statements on a cost (book value) basis. In reference to (b) above, in the event of the Participant's death or the death of a Participant's spouse, which ever is applicable, prior to the full distribution of the Participant's benefits under the options selected, the balance due will be distributed at least as rapidly as under the method which had been elected as of the date of the Participant's death.

Furthermore, if the Participant dies before distribution commences, any remaining portion of the Participant's interest that is not payable to a Beneficiary designated by that Participant will be distributed within 5 years after such Participant's death.

A partial or total cash out may not be made when the present value of the qualified joint and survivor annuity or qualified pre-retirement survivor annuity exceeds \$5,000.00, unless the cash out is consented to in writing by the Participant and the Participant's spouse, if any, or where the Participant is dead, the surviving spouse. Also, a partial or total cash out may not be made after the annuity starting date where the present value of the qualified joint and survivor annuity or qualified pre-retirement survivor annuity does not exceed \$5,000.00, unless the cash out is consented to in writing by the Participant and the Participant's spouse, if any, or where the Participant is dead, the surviving spouse.

5.6 MANDATORY LUMP SUM BENEFIT. If the present value of a Participant's benefit

is \$5,000 or less, such benefit shall be distributed in one lump sum.

5.7 PERMANENT AND TOTAL DISABILITY RETIREMENT. A vested Participant who becomes eligible for a permanent and total disability retirement benefit shall be entitled to receive his benefit under any one of the methods described in section 5.4. Normal form of benefit will be a joint and survivor annuity, unless waived by the Participant and spouse as set forth above.

Disability benefits attributable to hours worked on or after July 1, 1990 shall not be paid in the form of a lump sum unless the Participant has obtained a Social Security Disability Award and has furnished a copy of such award to the Plan and such Participant's spouse has agreed to such a distribution. In the event that the Participant elects to receive benefits in the form of a monthly benefit his Account balance shall be transferred to IBEW Local 684 Pension Plan and shall be paid in accordance with the terms of that Plan, including but not limited to the suspension of benefit rules described in section 8.12 thereof. The benefit method selected shall be payable effective the first day of the month following the month after the disability occurred and shall be paid until the Account is exhausted or until the Participant recovers from the disability, whichever occurs first. In the event a joint and survivor annuity option is selected, it shall be computed as if the Participant had selected an early retirement.

ARTICLE VI - DEATH BENEFITS

6.1 DEATH BEFORE RETIREMENT. A Participant's Beneficiary shall be entitled to the value of the Participant's Basic Account.

- (a) Automatic Form of Benefit. The Beneficiary shall elect one of the methods of receiving the value of the Participant's Basic Account as set forth in Section 5.4 "Methods of Receiving Benefits". However, the automatic form of benefit for a Participant who has been married for the 12 months immediately prior to his death shall be the 50% joint and survivor annuity. A Participant may elect not to be covered by a qualified pre-retirement survivor annuity (50% joint and survivor with his spouse) only with the spouse's written consent as provided in Section 417(a)(2) of the Internal Revenue Code. A Participant with the written consent of his spouse may revoke an election not to take the qualified pre-retirement survivor annuity or choose again to take a qualified pre-retirement survivor annuity at any time and any number of times within the applicable election period. This period begins the first day of the first Plan Year in which the Participant is age 35 and continues until the Participant's death
- (b) Qualified Pre-Retirement Survivor Annuity. If a vested Participant dies before he commences to receive benefits (the annuity starting date) the surviving spouse shall begin receiving the qualified pre-retirement survivor annuity within 60 days after making application therefore and in no event later than 120 days past the death of the Participant.
- (c) Waiver of Pre-Retirement Survivor Annuity. However, on or after the first day of the Plan Year in which the Participant attains age 35, a Participant may waive the qualified pre-retirement survivor annuity (QPSA) providing the following conditions are satisfied:
 - (1) The Participant's spouse consents in writing to the election and the spouse's consent is witnessed by a notary public or Plan representative;
 - (2) The Participant's waiver and the spouse's consent state the specific nonspouse Beneficiary (including any class of beneficiaries or contingent beneficiaries), which may not be modified (except back to a QPSA) without subsequent spousal consent (unless expressly permitted by the spouse); and
 - (3) The spouse's consent acknowledges the effect of the election. If the Participant separates from service before the Plan Year in which he or she attains age 35, the foregoing election may be made on or after the date of separation with respect to benefits accrued prior to separation at any time and any number of times within the applicable election period.

Any consent by a spouse obtained under this provision (or by 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 before the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless a Participant has received notice. Upon a married Participant's death, such Participant's surviving lawful spouse may waive the preretirement survivor annuity and select an alternative benefit.

- (d) Method of Distribution. If the Participant dies before distribution commences, the method of distribution shall satisfy the following requirements; (1) any remaining portion of the Participant's interest that is not payable to a Beneficiary designated by the Participant will be distributed within the five years after the Participant's death; and (2) any portion of the Participant's interest that is payable to a Beneficiary designated by the Participant will be distributed either (i) within five years after the Participant's death, or (ii) over the life of the Beneficiary or over a period certain not exceeding beyond the life expectancy of the Beneficiary, commencing not later than the end of the calendar year following the calendar year in which the Participant died (or, if the designated Beneficiary is the Participant's surviving spouse, commencing not later than the end of the calendar year following the calendar year in which the Participant would have attained age 70½).

6.2 DEATH AFTER RETIREMENT. For other than an insured benefit, a Participant's Beneficiary shall be entitled to a Benefit equal to the remaining value of the Participant's Basic Account upon his death. If an insured retirement benefit was selected by the Participant, the conditions of the insured benefit contract will prevail.

If the Beneficiary benefit was other than an insured benefit, the Participant's Beneficiary shall elect one of the methods of receiving the value of the Participant's Basic Account as set forth in Section 5.4 "Methods of Receiving Benefits".

Notwithstanding any other provision of the Plan, all survivor benefits shall comply with the limits of Internal Revenue Code 401(a)(9) and the incidental benefit rule and the regulations prescribed under them, including proposed Treasury Reg. 1.401(a)(9)-1 and 1.401(a)(9) -2.

6.3 DESIGNATION OF BENEFICIARY. In the event the Participant has no eligible spouse, and subject to such conditions as the Trustees may prescribe, a Participant may designate a Beneficiary to receive any amount payable upon his death in accordance with the terms of the death benefit as described in this Plan. Such a Beneficiary designation shall be in writing and shall be dated. The Beneficiary may be changed from time to time by the Participant or Pensioner, however, no designation or change of Beneficiary shall

be effective until it is recorded with the Trustees. When so recorded, such designation or change shall be effective as of the date of the instrument making the designation or change, though without prejudice on Account of any payments made before the date of such recordation. In the event that a designated Beneficiary should predecease the Participant or Pensioner, any death benefit payable shall be paid to the spouse of the Participant, if he or she is then living. If the Participant or Pensioner does not have a spouse then the death benefit shall be paid in the following order of priority:

- (a) To the children of the Participant in equal shares;
- (b) To the beneficiary entitled to the proceeds of the Participant's life insurance provided by the Central California Electrical Workers Health and Welfare Plan;
- (c) To the decedent's estate if probate proceedings are started within 12 months following the Participant's or pensioners death; or
- (d) If probate proceedings have not been started within 12 months of the Participant's or pensioner's death, payment will be made to whomever the Board in its sole and absolute discretion shall elect.

The Trustees shall have considerable discretion, however, to determine to whom the benefits should be distributed in such a situation or other unusual circumstances. For example, if a Participant's estate had already been closed or if considerable time has passed since the Participant's death, the Trustees shall have the discretion to determine the method and manner of distribution.

ARTICLE VII - TERMINATION OF EMPLOYMENT

- 7.1 DISTRIBUTION - PARTICIPANT'S BASIC ACCOUNT.** Should a Participant not work under the Collective Bargaining Agreement for a twelve (12) consecutive month period and cease work for any employer whose employees are covered by this Plan, or would be covered if the Employer had a collective bargaining agreement with the Union, it shall be considered a special Termination of Employment and the Participant shall receive a lump sum cash distribution of the entire value of his Basic Account if his value does not exceed \$5,000.00.

If the value is equal to or exceeds \$5,000.00, that value shall remain in his Basic Account under the Plan. Upon the earliest of his regular retirement date, death, or disability as defined herein, the Participant shall then be entitled to receive a distribution of the entire value of his Basic Account subject to all the conditions of this Plan.

ARTICLE VIII - DISTRIBUTION OF BENEFITS

8.1 DISTRIBUTION IN GENERAL. All distributions hereunder, whether in the form of an annuity or cash, or a combination thereof, shall be made by the Trustees or their designated agent. All distributions to Participants herein shall commence not later than April 1 of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires, whichever is later. At said time the Participant shall receive his Account balance at least as fast as would be paid under the form of a single life annuity. In addition, distributions from the Plan will be made in accordance with the requirements of the regulations under section 401(a)(9), including the minimum distribution incidental benefit requirements of section 1.401(a)(9)-2 of the proposed regulations.

8.2 PAYMENT OF BENEFITS. Any Benefits payable under the Plan shall be paid no later than 60 days after the application for retirement benefits has been approved by the Board of Trustees. In any event Benefits shall be payable no later than six (6) months after the application for retirement has been filed with the Board of Trustees.

Any benefits payable under the Plan, unless the Participant otherwise elects, will begin not later than the sixtieth day after the latest of the close of the Plan Year in which:

- (a) The date on which the Participant attains age sixty-five (65) or the normal retirement age specified herein,
- (b) Occurs the fifth anniversary of the year in which the Participant commenced participation in the Plan, or
- (c) The Participant terminates his/her employment as defined herein.

8.3 ELECTION OF BENEFITS. The rules and procedures for electing the kind of distribution effective for each Participant or Beneficiary shall be formulated and administered by the Administrator in a consistent manner for all Participants in similar circumstances.

8.4 LIMITATION ON PAYMENTS. In no event shall any annuity be elected under this Plan which would provide for payment of benefits extending beyond a specified period not greater than the life expectancy of the Participant or of the Participant and his/her Beneficiary.

In the event that a Participant's Beneficiary is entitled to annuity payments then each monthly annuity payment payable to the Beneficiary shall be no greater than each monthly annuity payment payable to the Participant during the Participant's lifetime. If distribution has commenced before the Participant's death, the remaining interest will be distributed at least as rapidly as under the method being used as of the date of the Participant's death.

The present value of the annuity payments to be made to the Participant shall be computed on an actuarial basis so that they constitute more than 50% of the present value of the total payments to be made to the Participant, his contingent annuitant, if applicable and his Beneficiary, unless the Participant has designated his spouse as being entitled to receive payment in accordance with the terms of the form of annuity elected.

Any pre-retirement death benefit payable to a non-spouse beneficiary must (a) be completed by December 31 of the fifth calendar year following the year of the Participant's death, or (b) begin by December 1 of the year following the year of the Participant's death and be paid out over a period no longer than the beneficiary's life or life expectancy, as determined under applicable Treasury regulations as of the date payments commence, except that they can continue until the end of the fifth calendar year following the year of the Participant's death if longer.

- 8.5 NON-TRANSFERABLE.** Each Employee or Beneficiary under this Plan is hereby restrained from selling, transferring, anticipating, assigning, hypothecating or otherwise disposing of his benefits or any other right or interest in his Plan, and the Board of Trustees shall not recognize, nor be required to recognize any such sale, transfer, anticipation, assignment, hypothecation or other disposition. Any benefits or right or interest therein shall not be subject in any manner to voluntary transfer or transfer by operation of law or otherwise, and shall be exempt from the claims of creditors or other claimants and from all orders, decrees, garnishments, executions or other legal or equitable process or proceedings to the fullest extent permissible by law.

Notwithstanding any provision herein to the contrary, the Trustees shall comply with a qualified domestic relations order as defined in section 414 (p) of the Internal Revenue Code in any lawful regulations issued thereunder. A qualified domestic relations order (QDRO) is an order that creates or recognizes the existence of an alternate payee's (such as a former spouse or a dependent) right to or assigns to an alternate payee the right to receive all or portion of the benefits payable with respect to the Plan and clearly meets the requirements of such order as set forth in ERISA.

ARTICLE IX - PARTICIPANT'S RIGHTS

9.1 GENERAL RIGHTS OF PARTICIPANTS AND BENEFICIARIES. The Plan is established and Trust assets are held for the exclusive purpose of providing benefits for such Employees and their beneficiaries as have qualified to participate under the terms of the Plan.

9.2 CLAIMS AND APPEALS PROCEDURE.

- (a) **General Procedure.** No Employee, Beneficiary or any other person shall have any right or claim to Benefits under this Trust except as specified in the rules of the Trust and Plan. If any person has a dispute with the Trust or the Board of Trustees, as to eligibility, or the amount or duration of benefits, the dispute shall be resolved by the Board of Trustees, and its decision shall be final and binding on all parties.
- (b) **Claim Denial or Approval.** Any person whose application for a Benefit or for a Benefit in a certain amount is wholly or partially denied, shall be notified in writing by the Administrator of the decision of the Trustees. The notice shall advise the applicant of the reason for the denial; the Section of the Trust or Plan on which the denial is based; with a description of any additional material or information needed to perfect the application with an explanation why such material or information is necessary; together with an explanation of his/her right to appeal said decision.
- (c) **Claim Appeals.** Thereafter, the applicant may file an appeal in writing. Said appeal shall be filed with the Plan Administrator, not more than 60 days after the applicant has received written notice of the denial of his/her application. Failure to file an appeal within 60 days will be a complete waiver of the Applicant's right to appeal, and the initial decision of the Trust or Trustees will be final and binding.
 - (i) The appeal shall be in writing, and shall state in clear and concise terms, the reason or reasons why the applicant feels that the decision of the Trustees was in error. All arguments, issues and comments in support of the appeal shall be set forth in the written appeal. The applicant, if he/she desires, and in order to enable him/her to perfect his/her appeal may examine any pertinent and relevant documents in possession of the Trustees.
 - (ii) After receipt of a timely filed appeal, and upon the written request of the applicant, the Board of Trustees or a quorum of the Board of Trustees, shall grant a hearing to be held within a reasonable time, to permit the applicant to personally appear in support of his/her appeal.
 - (iii) After receipt of the appeal, and after the hearing, if any, the Trustees shall

render its decision not later than 60 days after receipt of the written appeal. If special circumstances require additional time, the Trustees shall render its decision as soon as possible, but not later than 120 days after receipt of the appeal.

(iv) The decision of the Trustees shall be in writing, and shall state the specific reasons for the decision, with specific references to the Trust or Plan on which the decision is based.

- (d) **Decision Final.** The decision of the Board of Trustees shall be final and binding upon the applicant and all persons claiming under the applicant.

This Claim and Appeals procedure shall apply to and shall include any and every claim or right asserted under the Trust or Plan or against the Trust or Plan, regardless of when the act or omission upon which the claim is based, occurred. Failure to follow this procedure will result in waiver of any right to review of the Trustees' decision in a court of law, federal or state.

- 9.3 LIMITATION OF RIGHTS.** Participation hereunder shall not grant any Participant the right to be retained in the Service of an Employer or any other rights or interest in the Plan or Trust Fund other than those specifically herein set forth.

- 9.4 MERGERS AND CONSOLIDATIONS.** To the extent determined by the Pension Benefit Guaranty Corporation or as otherwise allowed by law, in the case of any merger or consolidation with, or transfer of assets or liabilities to, any other Plan, each Participant in this Plan shall be eligible (if the Plan then terminates) to receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he/she would have been eligible to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated).

ARTICLE X - ANNUAL ADDITIONS

10.1 LIMITATIONS ON ANNUAL ADDITIONS TO PARTICIPANT'S BASIC ACCOUNT. For any Plan Year beginning after January 1, 1972, the Annual Additions to a Participant's Basic Account shall under no circumstances exceed the lesser of (a) or (b) below:

- (a) 100% of the Participant's Compensation.
- (b) That dollar amount specified in Section 415 of the Internal Revenue Code.
- (c) In no event shall the sum of all defined contribution plan fractions for any year exceed 1.00.

All defined contribution plans of an Employer, whether terminated or not, shall, for purposes of these limitations, be considered as one Plan.

The limitation in Subsection (b) shall be adjusted for increases in the cost of living in accordance with Regulations prescribed by the Secretary of Treasury under Section 415 of the Internal Revenue Code. For purposes of Code Section 415, the limitation year shall be the Plan Year.

10.2 COMPENSATION. Compensation for purposes of determining the percentage limitations of Section 415 includes wages, salaries, fees for professional services, commissions; earned income described in IRC Section 401(c)(2); foreign source earned income as defined in IRC Section 911(b); amounts includable in the gross income of the employee pursuant to IRC Sections 104(a)(3), 105(a) and 105(h), to the extent the amounts are included in the gross income of the employee, amounts described in IRC Section 105(d), whether or not excludable from the gross income of the employee, moving expenses of the employee paid or reimbursed by the employer, to the extent not deductible by the employee under IRC Section 217; the value of a non-qualified stock option to the extent includable in the gross income of the employee in the year granted; and the amount includable in the gross income of an employee upon making the IRC Section 83(b) election. The compensation actually paid or made available to the employee during the limitation year will be considered the amount of his compensation.

Amounts paid by the employer to a Plan of deferred compensation, amounts realized by the exercise of a non-qualified option, or from the disposition of stock acquired under a qualified stock option and amounts which receive special tax benefits such as premiums for group term life insurance shall not be includable as compensation as defined herein. The term compensation shall also include any elective deferral (as defined in section 402(g)(3)), and 415(c)(3)(D) and any amount which is contributed or deferred by the employer at the election of the employee and which is not includible in the gross income of the employee by reason of section 125 or 457.

The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with IRC

' 401(a)(17)(B). Annual compensation for this purpose means compensation during the Plan Year or such other consecutive 12-month period over which compensation otherwise is determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

For limitation years beginning on or after January 1, 2001 for purposes of applying the limitations described in section 10.1 of the Plan, compensation paid or made payable during such limitation years shall include elective amounts that are not includible in gross income of the employee by reason of § 132(f)(4).

- 10.3 TOP HEAVY REQUIREMENTS.** To the extent required by law, the Plan shall comply with the top-heavy requirements of Internal Revenue Code §416 and application regulations issued thereunder, including any requirements added as a result of EGTRRA. Such provisions are incorporated herein by reference.

ARTICLE XI - AMENDMENT OR TERMINATION OF THE PLAN

- 11.1 AMENDMENT OF PLAN.** The Trustees shall have the right from time to time to modify or amend, in whole or in part, any or all of the provisions of the Plan. No amendment shall deprive any Participant or Beneficiary of any Vested Interest hereunder. This Plan document is an amended Plan effective April 1, 2000. The Trustees shall have the power to establish, amend, interpret and promulgate rules and regulations regarding the administration and function of the Plan, including the power to adopt, maintain and, if necessary, amend the Plan. All Participants shall be notified in writing of any amendments to the Plan adopted by the Trustees.
- 11.2 CONDITIONS OF AMENDMENT.** The Trustees shall not make any amendment which would cause the Plan to lose its status as a qualified Plan within the meaning of Section 401(a) of the Internal Revenue Code.
- 11.3 TERMINATION OF THE PLAN.** Though the continuation of the Plan is contingent upon the continued existence of the Collective Bargaining Agreement, the Trustees intend to continue the Plan indefinitely for the benefit of the Employees, but they reserve the right to terminate the Plan at any time. A temporary period between Collective Bargaining Agreement's shall not cause a termination or partial termination of the Plan.
- 11.4 FULL VESTING.** Upon the termination or partial termination of the Plan, the rights of all affected Participants in and to the amounts credited to each Participant's Basic Account shall be 100% vested and nonforfeitable. Thereupon, each Participant shall receive a total distribution of his/her Basic Account in accordance with the Plan.
- 11.5 APPROVAL BY THE INTERNAL REVENUE SERVICE.** Notwithstanding any other provisions of this Plan, the adoption of this Plan is subject to the condition precedent that the Plan shall be approved and qualified by the Internal Revenue Service as meeting the requirements of Section 401(a) of the Internal Revenue Code and that the Trust established in connection herewith shall be entitled to exemption under the provisions of Section 501(a).
- 11.6 SUBSEQUENT UNFAVORABLE DETERMINATION.** If the Trustees are notified subsequent to initial favorable qualification that the Plan is no longer qualified within the meaning of Section 401(a) of the Internal Revenue Code, or that the Trust is no longer entitled to exemption under the provisions of Section 501(a), and if the Trustees shall fail within a reasonable time to make any necessary changes in order that the Plan and/or Trust shall so qualify the Plan and the Trust shall be deemed to have terminated and the Participants' Basic Account shall be disposed of in the manner set forth in Section 11.4 above.

ARTICLE XII – MINIMUM DISTRIBUTION REQUIREMENTS

12.1 GENERAL RULES

- (a) **Effective Date.** The provisions of this Article will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (b) **Precedence.**
- (1) The requirements of this article will take precedence over any inconsistent provisions of the Plan.
 - (2) Except to the extent inconsistent with this article, all distribution options provided under the Plan are preserved.
 - (3) This article does not authorize any distribution options not otherwise provided under the Plan.
- (c) **Requirements of Treasury Regulations Incorporated.**
All distributions required under this article will be determined and made in accordance with the Treasury Regulations under section 401(a)(9) of the Internal Revenue Code.

12.2 TIME AND MANNER OF DISTRIBUTION.

- (a) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date as defined in section 2.24 of the plan.
- (b) **Death of a Participant Before Distributions Begin.** If the Participant dies before distribution begins, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
- (1) If the Participant dies before distributions began and there is a designated beneficiary, the Participant's entire interest must be distributed to the designated beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (2) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then the Participant's spouse may elect, in lieu of section 12.2(b)(1), to have distributions to the surviving spouse begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later. The election must be made no later than September 30 of the calendar year in which distribution would be required to begin under this section 12.2(b)(2), or if earlier, section 12.2(b)(1).

- (3) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then the designated beneficiary may elect, in lieu of section 12.2(b)(1), to have distributions begin by December 31 of the calendar year immediately following the calendar year in which the Participant died. The election must be made no later than September 30 of the calendar year in which distribution would be required to begin under this section 12.2(b)(3).
- (4) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (5) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this section 12.2(b), other than section 12.2(b)(2), will apply as if the surviving spouse were the Participant.

For purposes of this section 12.2(b), and section 12.4, distributions are considered to begin on the Participants Required Beginning Date. If section 12.2(b)(5) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under this section 12.2(b)(2), if such election is made. If distributions under an annuity purchased from an insurance company irrevocably commenced to the Participant before the Participant's required beginning date or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under any election made pursuant to section 12.2(b)(2), the date distributions are considered to begin is the date distributions actually commence.

- (c) **Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year, distributions will be made in accordance with section 12.3 and 12.4 of this Article. If the Participant's or designated beneficiary's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

12.3 REQUIRED MINIMUM DISTRIBUTIONS DURING PARTICIPANT'S LIFETIME.

- (a) **Amount of Required Minimum Distribution for Each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

- (1) The quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in §1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the

distribution calendar year; or

- (2) if the Participant's sole designated beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participants and spouses attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(b) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this section 12.3 beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

12.4 REQUIRED MINIMUM DISTRIBUTIONS AFTER PARTICIPANT'S DEATH.

(a) Death on or After Date Distributions Begin.

(1) Participants Survived by Designated Beneficiary.

If the Participant dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated beneficiary, determined as follows;

- (A) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (B) If the Participant's surviving spouse is the Participant's sole designated beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
- (C) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, the designated beneficiaries remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

- (2) **No Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be

distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participants remaining life expectancy reduced by one for each subsequent year.

(b) Death Before Date Distributions Begin.

- (1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated beneficiary, if the designated beneficiary has made an election under section 12.2 the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated beneficiary, determined as provided in section 12.4
- (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (3) Death of Surviving Spouse Before Distributions to Surviving Spouse are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse after having made an election under section 12.2(b)(2), this section 12.2(b) will apply as if the surviving spouse were the Participant.

12.5 DEFINITIONS FOR ARTICLE XII

- (a) **Designated Beneficiary.** The individual who is designated as the beneficiary under section 2.4 of the Plan and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and of the treasury regulations.
- (b) **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participants required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under section 12.2(b). The required minimum distribution to the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including at the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.
- (c) **Life Expectancy.** Life expectancy as computed by use of the Single Life Table in

section 1.40(a)(9)-9 of the Treasury regulations

- (d) Participant's Account Balance.** The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

ARTICLE XIII - MISCELLANEOUS

- 13.1 NON-REVERSION.** This Plan has been established by the Trustees for the exclusive benefit of the Participants and their Beneficiaries. Under no circumstances shall any funds contributed hereunder, at any time revert to or be used by any Employer, nor shall any such funds or assets of any kind be used other than for the benefit of the Participants or their Beneficiaries.
- 13.2 GENDER AND NUMBER.** When necessary to the meaning, either the masculine or the neuter pronoun shall be deemed to include the masculine, feminine and the neuter, and the singular shall include the plural.
- 13.3 REFERENCE TO THE CODE AND ERISA.** Any reference herein to any section of the Internal Revenue Code, ERISA, or to any other statute or law shall be deemed to include any successor law of similar import.
- 13.4 GOVERNING LAW.** The Plan shall be governed and construed in accordance with ERISA and the laws of the State of California, where applicable.
- 13.5 COMPLIANCE WITH THE CODE AND ERISA.** This Plan is intended to comply with all requirements for qualification under the Internal Revenue Code and ERISA, and if any provision hereof is subject to more than one interpretation or any term used herein is subject to more than one construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with the Plan being so qualified. If any provision of the Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions, and this Plan shall be construed and enforced as if such provision had not been included. As provided elsewhere in this Plan, the Trustees shall have sole and absolute discretion to determine issues involving the interpretation of the Plan (and summary Plan description) and adjudication of any facts upon which any claim, liability or obligation is based.
- 13.6 INVESTMENT MANAGER.** When an Investment Manager has been appointed, he shall be required to acknowledge in writing that he has undertaken a fiduciary responsibility with respect to the Plan.
- 13.7 LIMITATION ON TRUSTEE LIABILITY.** Nothing in this Plan shall be construed to prevent any Trustee from receiving any benefit to which he may be entitled as a Participant or Beneficiary in this Plan, so long as the benefit is computed and paid on a basis which is consistent with the terms of this Plan as applied to all other Participants and Beneficiaries. Nor shall this Plan be interpreted to prevent any Trustee from receiving reimbursement of expenses properly and actually incurred in the performance of his duties with the Plan.

IBEW Local No. 684 Defined Contribution Plan

Amendment No. 1 to Restated Plan

Pursuant to Section 11.01 of the Revised and Restated Pension Plan for the IBEW Local No. 684 Pension Trust, the Trustees of the Plan have authority to modify any provision of said Plan. Therefore, the Trustees hereby amend Section 5.5 to replace the existing language with the following language effective April 1, 2007:

5.5 NORMAL FORM OF BENEFIT. Unless elected against in writing by both the Participant and the Participant's spouse if the Participant had a spouse for the 12 month period immediately prior to retirement the normal form of benefit shall be the 50% joint and survivor method as described in method (d) above. If the Participant and the spouse elect not to take the joint and survivor annuity, said election may be revoked at any time and any number of times within the applicable election period. The applicable election period shall include a period of at least 180 days following the furnishing of all the applicable information required by law and ending prior to the commencement of benefits. In no event will the election period end earlier than the 180th day before the commencement of benefits. The 12 month period shall be measured from the date the Participant retires or the date of the Participant's death, whichever is more favorable to the Participant.

During a period that begins on the first day of the 180 day period ending on the annuity starting date and ends on the later of the annuity starting date or the 30th day after the Plan administrator provides the Participant with a written explanation of the qualified joint and survivor annuity (QJSA), a Participant may waive the QJSA form of benefit if the following conditions are satisfied:

- (4) The Participant's spouse consents in writing to the election and the spouse's consent is witnessed by a Plan representative or notary public;
- (5) The Participant's waiver and the spouse's consent state the specific non-spouse beneficiary (including any class of beneficiaries or of which may be further modified (except back to a QJSA) without subsequent spousal consent (unless expressly permitted by the spouse); and
- (6) The spouse's consent acknowledges the effect of the election.

In reference to (c) above, any lump sum settlement from any insurance company will be adjusted to market value if they provide annual statements on a cost (book value) basis. In reference to (b) above, in the event of the Participant's death or the death of a Participant's spouse, which ever is applicable, prior to the full distribution of the Participant's benefits under the options selected, the balance due will be distributed at least as rapidly as under the method which had been elected as of the date of the Participant's death.

Furthermore, if the Participant dies before distribution commences, any remaining portion of the Participant's interest that is not payable to a Beneficiary designated by that Participant will be distributed within 5 years after such Participant's death.

A partial or total cash out may not be made when the present value of the qualified joint and survivor annuity or qualified pre-retirement survivor annuity exceeds \$5,000.00, unless the cash out is consented to in writing by the Participant and the Participant's spouse, if any, or where the Participant is dead, the surviving spouse. Also, a partial or total cash out may not be made after the annuity starting date where the present value of the qualified joint and survivor annuity or qualified pre-retirement survivor annuity does not exceed \$5,000.00, unless the cash out is consented to in writing by the Participant and the Participant's spouse, if any, or where the Participant is dead, the surviving spouse.