

# **IBEW Local No. 684 Defined Contribution Pension Plan**

Dear Participant:

This booklet explains the benefits offered by the IBEW Local No. 684 Defined Contribution Pension Plan. The defined contribution pension plan (Part B Plan) is in addition to the defined benefit plan and will provide an additional measure of financial security and flexibility for you and your family upon retirement. In addition to the retirement benefits, this plan also provides benefits upon death, disability or job termination. It is divided into three sections. The first section is an introduction and general overview of the Plan and investment options. The second part contains answers to the most frequently asked questions about your benefits. The third part provides certain information required by Federal law [the Summary Plan Description], as well as the complete Plan Document. In the event of any conflict between the Summary and the official text of the Plan, the official text of the Plan will govern.

Only the full Board of Trustees is authorized to interpret the Plan. The Board has discretion to decide all questions and make all factual determinations about the Plan, including questions about your eligibility for benefits and the amount of benefits that may be payable to you. No individual employer, Trustee or Union representative has authority to interpret the Plan on behalf of the Board or to act as an agent of the Board.

The Board has authorized the Trust Fund Plan Manager, Benefit Administration Corporation, to respond to your written questions. If you have a question about your benefits, you should write the Trust Fund Office for a definitive answer. As a courtesy to you the Trust Fund Office may also respond informally to oral questions. However, oral information and answers are not binding upon the Board of Trustees and cannot be relied upon in any dispute concerning your benefits.

Plan rules and benefits may change from time to time. If this occurs you will receive a written notice explaining the change. Please be sure to read all Plan communications and keep your booklet up to date by adding replacement pages as you receive them. We suggest that you share this booklet with your family, since they may have an interest in the plan. We also suggest that you keep this booklet for future reference and let members of your family know where it is being kept.

Remember to notify the Trust Fund Office if you change your address.

Sincerely yours,

**YOUR BOARD OF TRUSTEES**

## **INTRODUCTION**

The first part of the IBEW Local No. 684 Defined Contribution Pension Plan Booklet, pages 1 through 5 is intended to outline the principal features of the Defined Contribution Pension Plan (Part B Plan). The second part of the booklet, pages 6 through 12, 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 Fund Manager's office and may be inspected at any reasonable time during regular office hours.

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## **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.

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## **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 24 months 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 in 24 months 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.

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## **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 or the date determined by the Board of Trustees, in their discretion, based on substantial medical evidence. Total and Permanent Disability means the inability to perform any substantial gainful activity. 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.

#### **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 a collective bargaining agreement for which contributions are made or required to be made in a period of 12 consecutive months, you may apply for payment of the money in your basic account if the value is less than \$5,000. However, if you have worked in non-covered employment (employment for a signatory contractor not covered by the collective bargaining agreement) you will not be entitled to receive benefits until age 62.

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#### **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. However, if you work in non-covered employment after July 1, 1990 benefits will be paid in only the 50% joint and survivor annuity or a life annuity based on the life of the participant. This is paid through an insured

annuity the Trust will purchase on your behalf.

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## **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 Fund Manager's Office, BAC.

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## **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 authorization form which is available at participating Local Union offices and send the form to the Fund Manager's office (or if available complete electronic transfer protocols).

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## **VII. DISPOSITION OF AN INACTIVE UNCLAIMED ACCOUNT**

The Board of Trustees have taken the following action so that administrative expenses will not diminish account balances for which no contribution has been made for a period of sixty (60) consecutive months and no application for payment of the participant's interest in the plan

has been made. In said event, if the Board of Trustees has been unable, with due diligence, to locate the participant for whom such Basic Account was established or his beneficiary (including those that would take by intestate succession - probate rules), if the employee is known to be deceased, the basic account shall be terminated. The funds in such dormant account shall be applied to the trust expenses and to replace delinquent employer contributions. If a participant or beneficiary upon proof of the participant's death thereafter files a pension application and is entitled to payment of such Basic Account balance, such termination shall be rescinded and payment shall be made in accordance with the terms of the Plan as if application for payment had been made in the month the Basic Account was terminated.

In the event the inactive Participant, his/her beneficiary, or legal representative comes forward after the inactive Participant's account(s) has been terminated such account(s) shall be reinstated.

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## **VIII. FUTURE OF THE PLAN**

This Plan is available to all individuals covered by the collective bargaining agreement between I.B.E.W. Local No. 684 and the National Electrical Contractors Association, to give members of I.B.E.W. 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 a Money Accumulation or Money Purchase Benefit 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 have at least 500 hours of work in a period of 24 consecutive months.

If you are a participant, you will receive a statement from the fund 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 at any time?**

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 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 Fund Office and notify the Fund Office immediately if you believe there is any error or if one of your employers has not made the required contributions in your behalf.

**8. When do I Retire?**

(a) Normal Retirement Date - Your normal retirement date will be the first day of the month coinciding with or next following your 62<sup>nd</sup> birthday. 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 or have otherwise been determined totally and permanently disabled by the Board of Trustees.

**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 first two parts 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 first two parts of this booklet 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 as the third part of this booklet. The Trustees shall have complete discretion interpreting the plan and determining all factual issue 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 or have been determined by the Board of Trustees, in their discretion, to be permanently unable to perform any substantial gainful employment. If disability has been established without a Social Security Award then payment will not be allowed in a lump sum, but rather in the form of an annuity.

**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 a 24 month period will have 100% ownership (vested rights) in all funds credited to his/her account. This includes contributions and interest.

**14. May I withdraw my funds prior to retirement?**

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

If an employee is not employed under covered employment for a period of twelve (12) consecutive months and the account balance is less than \$5,000, he/she may withdraw the amount in his/her individual account. A request for withdrawal must be in writing and approved by the Board of Trustees.

**15. What reports do I have to make 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 you receive when you 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 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 the representatives of 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, 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. You start earning more benefits as soon as you start back to work in the trade, and are 100% vested in all benefits accumulated from that time on. If you leave the trade for twelve (12) consecutive months and your account balance is less than \$5,000.00 you may request it be distributed.

**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 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, That 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 against 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 National 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 form which is available at participating Local Union offices and send the form to the Fund Manager's office.

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

All applications must be in writing and filed with the fund 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 of 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, your share of plan expenses exceed your contributions and earning 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 administrative office of the military service, if any.

**34. What happens if I lose track of my account?**

The Board of Trustees has taken the following action so that administrative expenses will

not diminish inactive account balances where there has been no activity for 60 months. In the event the Fund Manager cannot locate this inactive Participant after due diligence (or a beneficiary if the participant is known to have died) , all funds in the inactive Participant's account(s) shall be placed in a single account and become assets of the Trust.

In the event the inactive Participant, his/her beneficiary, or legal representative comes forward after the inactive Participant's account(s) has been transferred to the Trust, such account(s) shall be reinstated.

**35. What is the future of the Plan?**

This Plan is available to give members of I.B.E.W. 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.

**Defined Contribution Pension Plan**  
**SUMMARY PLAN DESCRIPTION - ERISA INFORMATION**

**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 union and employer representatives, the name, address and telephone number which is:

Board of Trustees of the IBEW Local No. 684  
Defined Contribution Pension Plan

c/o Sandi Moore, APA, CEBS  
Director, Taft-Hartley Administration  
Benefit Administration Corporation  
770 E. Shaw Ave., Ste. 200  
Fresno, CA 93710-7708  
(559) 225-3030

Participants and beneficiaries may receive, upon written request to the plan administrator, 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 Sandi Moore, APA, CEBS, Director, Taft-Hartley Administration, Benefit Administration Corporation, 770 E. Shaw Ave., Ste. 200  
Fresno, CA 93710-7708 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:**  
**Employee Trustees:**

Mr. Scottt Zeigler, Co-Chairman  
IBEW Local No. 684  
519 12<sup>th</sup> Street  
Modesto, CA 95354

Mr. Cecil Roberts  
IBEW Local No. 684  
519 12<sup>th</sup> Street  
Modesto, CA 95354

Mr. Stanley Strohmeier  
c/o IBEW Local No. 684  
519 12<sup>th</sup> Street  
Modesto, CA 95354

**Employer Trustees:**

Mr. William Coleman, Chairman  
PO Box 8040  
Stockton, CA 95204

Mr. Brian Gini  
PO Box 577  
Modesto, CA 95353

Mr. Bobby Hamilton  
Hamilton & Dillon  
1224 Beno Avenue, Ste. "N"  
Modesto, CA 95353

**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 become permanently and totally disabled as determined by the Social Security Administration under Title II of the Social Security Act Board or as determined by the Board of Trustees based on medical evidence may withdraw his/her 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 \$10,000.00 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 1 to 10 year guaranteed benefit. This option pays benefits for the lifetime of the participant but at least for the period elected (1 to 10 years) 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 administrative 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. Beneficiaries may be changed subject to the approval of the Trustees.

### **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 the 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 person 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.

### **Special Appeal Rules for Disability Retirement**

**Initial Determination:** A participant whose application for a Disability Retirement 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 decision will be made in 45 days unless special circumstances arise. In that event the extension of up to 30 days will be taken. No more than two such extension will be allowed and the Trustees will notify the participant of the need for the extension prior to the expiration of the 45 days.

Appeal: Written appeal must be filed within 180 days of receiving notice that the application was denied. Failure to file within 180 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. The participant will be supplied all relevant documents free of charge upon request.

Review: Within 45 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 the event a decision will be rendered within 90 days. The Trustees will advise of the need for an extension prior to the expiration of the first 45 days.

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 person claiming under the participant.

This claims and appeals procedure applies to every claim or right asserted for a Disability Retirement under this plan 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, you may file suit in a federal or state 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. 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.

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**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 established hereunder 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 claim for benefits if such statement is in conflict with the written provisions of this Plan, 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 70 1/2 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 and a 24 month period. For purposes of eligibility to participate, the initial eligibility computation used to determine whether an employee completes a year of service is the twelve (12) consecutive month period beginning with his employment commencement date. An employee is credited with the year of service for eligibility purposes upon completing 500 hours of service in an eligibility computation period. In measuring years of service for purposes of eligibility to participate after the initial eligibility computation period, the eligibility computation period is the 12 consecutive month period beginning on the first anniversary of employee’s commencement date in succeeding anniversaries thereof.
- 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 be deemed totally disabled if the Board of Trustees, in its sole and absolute discretion, finds that he is totally unable, as a result of physical or mental impairment, to engage in any employment of the type included within covered employment. In exercising such discretion, the Board may obtain and act upon such competent medical evidence as it may require to be shown to it and it may but is not required to accept as proof of total disability a determination by the Social Security Administration that he is entitled to Social Security disability benefits. The board may at any time or from time to time, require evidence of continued total disability.
- 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 1<sup>st</sup> 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 a consecutive 24 month period. (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.
- 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 2 .25) 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 “hours 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 reduced 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 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 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 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.
- (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 are 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 .2.
- 5.2 PERMANENT AND TOTAL DISABILITY RETIREMENT.** A Participant who becomes permanently and totally disabled as defined in Section 4.3 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 4.4 of this Plan.
- 5.3 PROOF OF DISABILITY.** The Trustees may use the certification of a Social Security Award as proof of total disability. In lieu of the Social Security Award the Trustees may accept certification from a treating physician that the Participant has a disability that precludes work in any substantial gainful employment. Disability shall be determined at the total discretion of the Trustees. In the event this agreement has to disability, the Trustees, and their sole discretion, may require certification of disability by a physician selected by the Trustees at the expense of the Trust.
- 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 her/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 insurance company and 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 which ever 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 30<sup>th</sup> 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 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 .2. 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 4.2 "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 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 70 ½).

**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 4.2 "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 on the following order of priority:

- (a) to the children of the Participant in equal shares.
- (b) The beneficiary 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 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 to 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 ERISA.

## **ARTICLE IX - PARTICIPANT'S RIGHTS**

**9.1 GENERAL RIGHTS OF PARTICIPANTS AND BENEFICIARIES.** The Plan is established and the 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 Special Claim and Appeal Procedures for Disability Retirement Claims**

- (a) Any claim/application for a disability retirement shall be submitted to the Board of Trustees. Said claim shall include medical evidence substantiating a disability in accordance with the provisions of this Plan.
- (b)(i) The Trustees shall notify the Participant within 45 days of application of its decision. If the Trustees cannot reach a decision within 45 days an extension of up to 30 days will take effect. However, the Trustees shall notify the Participant prior to the expiration of the initial 45 days of the need for the 30 day extension and the reasons the extension is needed (what additional documentation or evaluation needs to be obtained). If additional evidence, documentation or evaluation is needed past the first 30 day extension the Board of Trustees may further extend the time for making the decision by another 30 days. In that event, before the expiration of the first 30 day extension the Participant shall be advised of the need for the second extension and the reasons why the extension is needed.
- (b)(ii) In the alternative the appropriate named fiduciary may instead make a benefit determination no later than the date of the meeting of the claims' committee (if one is so established) or the Board of Trustees that

immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second meeting following the Plan's receipt of the request for review.

If special circumstances (such as the need to hold a hearing, if the Plan's procedures provide for a hearing) require a further extension of time for processing, a benefit determination shall be rendered not later than the third meeting of the named committee or board following the Plan's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Plan administrator shall notify the claimant in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Plan administrator shall notify the claimant of the benefit determination as soon as possible, but not later than 5 days after the benefit determination is made.

- (c) In the event the claim/application for disability retirement is denied the Participant shall be advised in writing. The denial shall state the provisions of the Plan relied upon by the Board of Trustees as well as the provisions of any internal rule, protocol or other similar criterion that was relied upon in making the adverse determination and that such documentation will be provided the Participant free of charge upon request. Said denial will also advise what further evidence or documentation should be provided upon appeal. The Participant shall be provided free upon request all documents, records and other relevant information as to the claim denial.
- (d) The Participant shall have 180 days to appeal an adverse decision. The appeal shall be sent to the Board of Trustees or its claims administrator and shall be in writing. The appeal will be considered de novo without regard to the prior adverse decision. The decision maker shall be someone other than the person or committee initially responsible for the adverse decision. The decision on appeal shall take into Account all comments, documents, records and other information submitted by the claimant without regard to whether it was previously submitted.
- (e) The Trustees shall have 45 days to make a determination. However, should the Trustees need additional time an extension of 45 days will be allowed. However, the Trustees must advise the Participant of the need for extension prior to the expiration of the original 45 days and the reasons for the extension. In the alternative, if the committee or Board

of Trustees designated as the appropriate named fiduciary holds regularly scheduled meetings at least quarterly the appropriate named fiduciary shall instead make a benefit determination no later than the date of the meeting of the committee or Board that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a benefit determination may be made no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (such as the need to hold a hearing, if the Plan's procedures provide for a hearing) require a further extension of time for processing, a benefit determination shall be rendered not later than the third meeting of the committee or Board following the Plan's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Plan administrator shall notify the claimant in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Plan administrator shall notify the claimant in accordance with the paragraph (j) of this section, of the benefit determination as soon as possible, but not later than 5 days after the benefit determination is made.

- (f) If the claim is denied on review said denial notice shall advise the Participant of the right to file suit in Federal Court under §1132 of ERISA and that attorney fees and costs may be awarded if the Participant is successful in said litigation.

**9.4 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.

**9.5 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 Agreements 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**

### **SECTION 12.01. 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.

### **SECTION 12.02. 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 Participants surviving spouse is the Participant's sole designated beneficiary, then the Participant's spouse may elect, in lieu of section 12.02 (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 70 ½, 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 12.02 (b)(2), or if earlier, section 12.02 (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 12.02 (b)(1), to have distributions began 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 12.02 (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 12.02 (b), other than section 12.02 (b)(2), will apply as if the surviving spouse were the Participant.

For purposes of this section 12.02 (b), and section 12.04, distributions are considered to begin on the Participants Required Beginning Date. If section 12.02 (b)(5) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under this section 12.02 (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 12.02 (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 12.03 and 12.04 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.

## **SECTION 14.03. 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 12.03 beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

## **SECTION 12.04. 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 12.02 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 participants designated beneficiary, determined as provided in section 12.04

(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 12.02(b)(2), this section 12.02(b) will apply as if the surviving spouse were the

Participant.

## **SECTION 12.05. DEFINITIONS**

- (a) **Designated Beneficiary.** The individual who is designated as the beneficiary under section 2.5 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 distributions 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 .02 (be). The required minimum distribution to the participant's first distribution calendar year will be made on or before the participants 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 participants 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 LifeTable 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.

**IN WITNESS THEREOF**, the Trustees named herein have executed this Plan this 1<sup>st</sup> day of November, 2005.

**EMPLOYER TRUSTEES**

**UNION TRUSTEES**

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\_\_\_\_\_

**EMPLOYER ASSOCIATION:**

**NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, SAN JOAQUIN  
CHAPTER, MODESTO DIVISION**

DATED: \_\_\_\_\_

**UNION:**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 684**

DATED: \_\_\_\_\_

