Local Union No. 9, IBEW and Outside Contractors Pension Plan

Summary Plan Description

2021 Edition

Your Funds. Your Foundation. Your Future.

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Inside This Booklet

Introduction

Dear Plan Participant:

We are pleased to present you with this Summary Plan Description (SPD) for the Local Union No. 9, IBEW and Outside Contractors Pension Plan (the "Plan"). The benefits discussed in the SPD include retirement benefits, disability benefits, pre-retirement benefits and death benefits. You will not be required or permitted to contribute to the Plan. In other words, the Plan will not cost you anything.

Because the Plan can be a significant part of your future retirement income, we believe it is important that you and your family understand the Plan's benefits. For this reason, we have made every effort to explain the Plan in a concise, straightforward manner.

The SPD describes the most important features of your Plan, which apply if you retire or leave Covered Employment on or after June 1, 2021. It replaces and supersedes any prior booklets that describe the Plan.

The Plan Document contains the legal description of the Plan provisions. If inconsistencies arise between the content of the Plan Document and the SPD, the provisions of the Plan Document will prevail.

We recommend that you review the SPD thoroughly so that you have a clear understanding of your benefits under the Plan. If you are married, share the information in this booklet with your spouse. Also, be sure to keep this booklet in a safe place for future reference.

The success of the Plan depends as much on your interest and commitment as it does on our administration. We hope that you will share our pride in the Plan, which we have designed to reward you for your years of service in the industry.

If you have questions about the Plan or your eligibility for benefits, feel free to contact the Fund Office. The staff will be happy to help you.

Sincerely,

Board of Trustees

Nothing in this booklet is meant to interpret or change in any way the provisions expressed in the Plan Document. If there is a discrepancy between the wording in this Summary Plan Description and the Plan Document, the Plan Document will govern. Only the full Board of Trustees has the discretion and authority to interpret the Plan described in this booklet. No Employer, Union, or any representative of any Employer or Union, in such capacity, is authorized to interpret the Plan nor can any such person act as agent of the Trustees. The Trustees reserve the right to amend, modify, or discontinue all or part of the Plan whenever, in their judgment, conditions so warrant.

General Information

The Plan was created by the Local Union No. 9, IBEW (Union) and the Middle States Electrical Contractors Association ("Association") to provide retirement benefits to qualifying Participants (or to their beneficiaries) who work under the terms of the collective bargaining agreement.

Collective Bargaining Agreement

A contract between the Union and participating Employers that, among other things, requires your Employer and other Employers to contribute to the Plan.

Participants

Pensioners, Employees, or former Employees who have a right to a pension under the Plan. (An Employee is an individual who has met the eligibility requirements for participation under the Plan.

The Plan is completely funded by Employer contributions. It is administered exclusively by the Board of Trustees (the "Trustees"). The Board of Trustees is made up of representatives appointed by the Union and representatives appointed by Employers through their collective bargaining associations. Each member of the Board of Trustees has equal voting rights and serves without compensation.

For purposes of the Plan, "Employers" are:

- The members of the Association.
- Employers who have agreements with the Union or the Fund, which obligate them to make contributions to the Fund.
- Employers who have no agreements with the Union but who, nevertheless, acknowledge the Union as the collective bargaining representative of the Employees performing work of the type specified under the collective bargaining agreement between the Union and the Association.
- Local Union No. 9, IBEW and Outside Contractors Health and Welfare Trust Fund.

The Plan became effective on August 31, 1966 and it has been amended and modified since then. This Summary Plan Description (SPD) describes the Plan benefits available to Participants whose pension begins on or after June 1, 2021. If your pension payments began before June 1, 2021, you should direct any questions regarding your pension to the Fund Office.

SOCIAL SECURITY BENEFITS

Social Security provides you with another source of retirement income. During your career, both your Employer and you contribute to the cost of providing Social Security benefits. In addition, your spouse may be eligible for Social Security benefits when he or she reaches his or her applicable Social Security Retirement Age.

Because Social Security benefits are another important financial resource during retirement, you should contact your local Social Security Administration office within three months before retiring. That way, the benefits you receive from this Pension Plan and those you receive from Social Security may begin at the same time.

When planning for retirement, you may obtain an estimate of your Social Security benefits by requesting a statement from the Social Security Administration.

Plan Participation

WHEN PARTICIPATION BEGINS

Your Plan participation begins on the earliest January 1 or July 1 following the first 12-consecutive month period beginning with your employment commencement date in which you complete at least *800 hours of work in Covered Employment*.

Covered Employment

Hours of work for which an Employer is required to contribute to the Plan on your behalf during the Contribution Period.

Examples

1. Steve began working in Covered Employment on June 1, 2020. He completed 800 hours of work in Covered Employment by December 31, 2020. Steve's participation began on January 1, 2021.
2. Fred began working in Covered Employment on August 1, 2019, but he did not complete 800 hours of work in Covered Employment until July 31, 2020. Fred's participation began on January 1, 2021.
3. Jim began working in Covered Employment on August 1, 2020, but he did not complete 800 hours of work in Covered Employment until January 31, 2021. Jim's participation began on July 1, 2021.

You earn *one hour of work* for each hour you are paid or entitled to be paid by your Employer for duties performed in Covered Employment. This includes hours of work for which back pay is awarded to you and agreed to by your Employer.

Continuous Employment

Any periods of work not separated by quit, discharge or other termination of employment between the periods.

The required 800 hours can be completed with any hours you work in other employment with an Employer, if that other employment is Continuous Employment. An exception to this rule is when you have signed a reciprocity authorization and requested that contributions that would otherwise be made on your behalf be sent to another pension plan that is signatory to the IBEW Reciprocity Agreement.

Reciprocity Agreement

Any agreement between the Trustees of the Plan and the IBEW that allows an Employee to request (and the Plan to grant) that contributions made by a Contributing Employer under a collective bargaining agreement be transferred from one fund to the other.

WHEN PARTICIPATION MAY END—BREAKS IN SERVICE

Your Plan participation is affected if you incur a break in service. There are two kinds of breaks in service:

- A One-Year Break in Service; and
- A Permanent Break in Service.

It is important that you know the circumstances that may cause a break in service and when a break is permanent.

One-Year Break in Service

You have a One-Year Break in Service if you work 500 hours or less in Covered Employment during a calendar year.

Calendar Year

The period from January 1 through December 31.

If you incur a One-Year Break in Service before you attain Vested Status, your participation in the Plan ceases as of the last day of the calendar year in which the break occurred and you no longer qualify as a Participant in the Plan until you again work more than 500 hours in Covered Employment during a calendar year. As such, a One-Year Break in Service is temporary and can be repaired by returning to work in Covered Employment before the break in service becomes permanent.

If you incur a Permanent Break in Service, your previously earned Pension Credit and Vesting Service are cancelled if you were not vested before you incurred the Permanent Break in Service (refer to the section titled "***How Your Service Counts***" for information on Pension Credit and Vesting Service).

Example

Mike became a Participant on January 1, 2017 and had the following work history:

Year	Hours of Covered Employment	One-Year Break in Service
2017	800	No
2018	700	No
2019	350	Yes
2020	600	No

Mike had a One-Year Break in Service in 2019. However, because he returned to Covered Employment and worked at least 800 hours in 2020, Mike's participation in the Plan was reinstated and he did not incur a Permanent Break in Service. Therefore, he continues as a Participant in the Plan and does not lose the Pension Credit and Vesting Service he previously earned.

Permanent Break in Service

If you have not acquired a right to a pension, whether immediate or deferred, you will incur a Permanent Break in Service at the end of the calendar year in which:

- Your fifth consecutive One-Year Break in Service is incurred; or
- At the end of the calendar year in which your consecutive One-Year Breaks in Service equal or exceed your number of years of Vesting Service if longer.

> If you are not fully vested and incur a Permanent Break in Service, your Pension Credits and Vesting Service will be canceled and your participation in the Plan will end.

Once you incur a Permanent Break in Service, you are no longer a Participant in the Plan and you must once again meet the Plan's initial participation requirements before you can begin to earn Pension Credit. If you incur a permanent Break in Service and you are not vested, you will lose the Pension Credit and Vesting Service you have earned.

If you return to work in Covered Employment after a Permanent Break in Service, the Pension Credits you earn after returning to work will be at the rate in effect upon your return to Covered Employment. If you incur a break in service, but was vested, only the new accruals will be based on the higher accrual rate. However, in no case will the benefit rate be less than $52.00. If you had earned Pension Credits before your Permanent Break in Service and you were fully vested, those Pension Credits will be at the rate in effect at the time you earned them. If you were not fully vested at the time of your Permanent Break in Service, your Pension Credits and Vesting Service will be canceled.

Upon becoming vested, you earn a right to receive a benefit and you cannot lose that benefit, even if you incur a permanent Break in Service.

> **Examples**
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> 1. Frank earned 1½ Pension Credits and two years of Vesting Service during his first two years of Plan participation (in 2014 and 2015). He left Covered Employment for 4 years from 2016 through 2019. When Frank returned to Covered Employment in 2020, he worked over 500 hours in Covered Employment during that calendar year. Since Frank had less than five consecutive One-Year Breaks in Service, he did not have a Permanent Break in Service.
> 2. Marilyn earned two Pension Credits and two years of Vesting Service during her first two years of Plan participation (in 2014 and 2015). Thereafter, Marilyn earned less than 500 hours of work in Covered Employment during 2016, 2017, 2018, 2019, and 2020. This means that, as of January 1, 2021, Marilyn had five consecutive One-Year Breaks in Service. Therefore, Marilyn incurred a Permanent Break in Service and lost the two Pension Credits and two years of Vesting Service she earned in 2014 and 2015. If Marilyn returns to work in the industry, she will have to meet the Plan's initial eligibility requirements and start over again as a new Plan Participant.

Grace Periods

Grace periods are the exceptions to the Break in Service rules. A grace period is a period that does not count toward a One-Year Break in Service or a Permanent Break in Service. Although you will not incur a break in service during a grace period, in certain situations you may not receive Pension Credit.

Parental Absence (Family and Medical Leave Act)

Any leave of absence granted by an Employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act (FMLA) will not be counted for purposes of determining whether a One-Year Break in Service has occurred.

If you are absent from Covered Employment for any of the following reasons, the hours of service that otherwise would normally have not been credited to you will be treated as hours of service, for the following:

- Pregnancy;
- The birth of your child;
- The placement of a child with you for adoption; or
- To care for your child immediately following his or her birth or placement with you for adoption.

You will be credited with eight hours of work per workday of absence, up to a maximum of 501 hours for each pregnancy, childbirth or placement for adoption. The hours will be applied to the calendar year in which your absence begins, if doing so will prevent you from incurring a One-Year Break in Service in that calendar year. If you do not need the hours of work in the calendar year that your absence starts, the hours may be applied to the next calendar year (if you need them).

The Trustees will require you to submit evidence that you are taking a parental absence.

Total Disability

You may be allowed a grace period if you become totally disabled and are unable to earn one-quarter of a Pension Credit in a two-consecutive-year period (per lifetime).

> A grace period granted for a total disability may not exceed two consecutive years during which you fail to earn Pension Credit because of your disability.

Total disability is determined by the Social Security Administration (SSA) and evidenced by a determination letter you received from the SSA reflecting your entitlement to a Social Security Disability benefit. The Trustees must be satisfied with the evidence in order for you to be awarded a grace period. In addition, you must give written notice to the Trustees of your disability. The Trustees will not grant a grace period for any time prior to one year before their receipt of the written notice, unless they find there are extenuating circumstances that prevented you from filing in a timely manner.

Work in Other Than Covered Employment or Employment with the Union or the International Brotherhood of Electrical Workers

You will be allowed a grace period if (i) you accept full-time employment within one year of leaving Covered Employment with an Employer that is not obligated to make contributions to the Pension Fund, or (ii) if you accept full-time employment within one year of leaving Covered Employment with the Union or the International Brotherhood of Electrical Workers, or (iii) if you accept full-time employment within one year of leaving Covered Employment with an employer under a collective bargaining agreement between the Union and that employer. In such instances, the grace period will last for the entire length of your employment if you return to Covered Employment within four years of the termination of your work in qualifying grace period employment to avoid a Break in Service.

> **Examples**
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> 1. John leaves Covered Employment with an Employer on June 1, 2019 and goes to work full-time for the CTA on April 1, 2020 through March 31, 2024. Because John went to work full-time for the CTA before one year had passed, his grace period will last the entire time John works for the CTA, as long as he returns to covered employment before April 1, 2028 (within four years of the end of his CTA employment.
> 2. Ronald leaves Covered Employment with an Employer on June 15, 2019 and goes to work full-time with the City of Chicago on July 1, 2020. Because Ronald did not go to work full-time for the City of Chicago within one-year of leaving Covered Employment with an Employer, he will not be entitled to a grace period for his employment with the City of Chicago.

Work in Non-Covered Employment for Out-of-jurisdiction Union Contractors Before June 1, 1984

If you accepted employment with one or more out-of-jurisdiction, non-governmental Employers signatory to collective bargaining agreements with local unions affiliated with the IBEW before June 1, 1984, and if your hours of work for that Employer, if credited as Covered Employment, allow you to avoid a break in service, you will receive a grace period for the entire duration of that employment. However, you must also have returned to Covered Employment within four years of the termination of your work in qualifying grace period employment to avoid a break in service.

The Trustees will require evidence of the employment. Documentation from the National Electrical Benefit Fund pension plan that verifies contributions made to it on your behalf during those periods of out-of-jurisdiction employment is satisfactory evidence.

Military Service

Pension Credit may be given for periods of military service. To receive credit, you must be actively engaged in Covered Employment immediately before entering military service and, generally, you must return to Covered Employment within 90 days (a shorter time period applies for shorter terms of military service) after your military discharge.

> Please be aware that the Plan is not required to grant Pension Credit for all military service.

If you are absent from Covered Employment due to military service and you are entitled to reemployment rights under the Uniform Services Employment and Reemployment Rights Act of 1994, as amended ("USERRA"), upon your return to Covered Employment:

- You will not be treated as having incurred a Break in Service due to your service in the military;
- The period you served in the military will constitute work in Covered Employment for the purpose of determining Vesting Service; and
- The Plan will credit you with Pension Credit based on what you would have earned had you not been in the military.

If your Employer reemploys you pursuant to USERRA, your Employer should provide the Fund Office with written notice of your reemployment within 30 days after the date of your reemployment. You should notify your reemploying Employer and the Fund Office that you have been reemployed. You should also provide the Fund Office with a copy of DD Form 214, Certificate of Release or Discharge from Active Duty (or other acceptable military records) to verify the dates of your active duty.

These provisions apply whether you are reemployed by your pre-military service Employer or by a different Employer. The Trustees will provide benefits according to the provisions of USERRA.

For more information about what types of military service are covered, what type of notice you must provide to the Plan, what time limits apply to military service, and what effect your service will have on your earned benefit, please contact the Plan Administrator.

REINSTATING PARTICIPATION

If you lose your status as a Participant due to a temporary or permanent Break in Service, you may again become a Participant by meeting the initial eligibility requirements within a calendar year after the calendar year during which your participation ended. Once you meet the initial eligibility requirements, you are considered a Participant retroactively as of the day you become reemployed in Covered Employment. Your reemployment start date is the first day you are credited with an hour of work after the calendar year in which you incurred the last One-Year Break in Service.

If you are reinstated, any Pension Credits or partial Pension Credit you earned before the One-Year Break in Service are not forfeited. However, any Pension Credits or partial Pension Credit you earned before a Permanent Break in Service are forfeitable if you were not vested before the permanent Break in Service. If you return to work in Covered Employment after a Permanent Break in Service, the Pension Credits you earn after returning to work will be at the rate in effect upon your return to Covered Employment. If you incur a break in service, but was vested, only the new accruals will be based on the higher accrual rate. However, in no case will the benefit rate be less than $52.00. If you had earned Pension Credits before your Permanent Break in Service and you were fully vested, those Pension Credits will be at the rate in effect at the time you earned them. If you were not fully vested at the time of your Permanent Break in Service, your Pension Credits and Vesting Service will be cancelled.

How Your Service Counts

The amount of time you work counts in several important ways. It counts toward becoming a Participant in the Plan (refer to "***When Participation Begins***" on page 3). It also determines whether you are eligible for a benefit and, if so, the amount of your benefit.

Under the Plan, you earn both *Pension Credit* and *Vesting Service* for the time you work.

COMPARING PENSION CREDIT TO VESTING SERVICE

There are several important differences between Pension Credit and Vesting Service:

- ***Pension Credit*** is earned for work in Covered Employment and helps determine when you are eligible for a pension, what type of pension you are eligible for, and the amount of your pension benefit at retirement. Pension Credit is earned on a calendar year basis.

  Pension Credit can be earned in full or fractional amounts. Refer to the tables in the ***"Earning Pension Credit"*** section that follows to determine how much Pension Credit you earned in a certain calendar year. As a Participant, you may earn Pension Credit during calendar years in which you do not earn a year of Vesting Service.

- ***Vesting Service*** is earned in one-year increments on a calendar year basis and is used only to determine your entitlement to a pension benefit, and the type of pension to which you are entitled, not the amount of your benefit. Vesting Service is earned in full years only; you cannot earn a partial year of Vesting Service. Either you earn one year of Vesting Service or no Vesting Service in any given calendar year.

EARNING PENSION CREDIT

You earn Pension Credit based on the number of hours you work in Covered Employment.

You will accumulate Pension Credit in two ways:

- For Covered Employment **before** the Contribution Period; and
- For Covered Employment **during** the Contribution Period.

Contribution Period

The "Contribution Period" is the period during which an Employer was obligated to contribute to the Pension Plan for work you performed under the collective bargaining agreement.

You are not entitled to Pension Credit for any time when your hours of work are subject to a signed waiver and you request that contributions, which would otherwise be made on your behalf, be sent to another pension plan that is signatory to the IBEW Reciprocity Agreement .

During the Contribution Period:

January 1, 2003 and After

You earn Pension Credit for hours of work on and after January 1, 2003, according to the following schedule:

Hours of Work in Covered Employment in a Calendar Year	Pension Credit Earned
Less than 400	0
400 to 799	¼
800 to 999	½
1,000 to 1,499	¾
1,500 to 1,749	1
1,750 or more	1¼

From November 1, 1976 through December 31, 2002

You earn Pension Credit for hours of work on and after November 1, 1976 through December 31, 2002, according to the following schedule:

Hours of Work in Covered Employment in a Calendar Year	Pension Credit Earned
Less than 400	0
400 to 799	¼
800 to 999	½
1,000 to 1,499	¾
1,500 or more	1

Before November 1, 1976

You earn Pension Credit for hours of work before November 1, 1976, according to the following schedule:

Hours of Work in Covered Employment in a Calendar Year	Pension Credit Earned
Less than 400	0
400 to 799	¼
800 to 1,199	½
1,200 to 1,599	¾
1,600 or more	1

If, in a calendar year after 1975, you complete a year of Vesting Service, but less than 400 hours of service in Covered Employment, the amount of Pension Credit you receive will be calculated by dividing the number of hours you worked in Covered Employment by 2,000.

Before the Contribution Period

You may also be eligible to receive Pension Credit for any period you worked before the Contribution Period began (in the same manner as you would for hours of work on and after January 1, 2003).

However, the Trustees recognize that it may be difficult or impossible to obtain reliable records of hours of employment for any period you worked before July 1, 1965. Consequently, the Trustees will determine the amount of Pension Credit before the Contribution Period on the basis of the best available evidence from the records of the Local No. 9, IBEW Health and Welfare Plan, Employers' records, income tax records, Union records or Social Security records. With respect to any year in which none of these records may produce proof satisfactory to the Trustees, a conclusive presumption is established that an Employee was engaged in Covered Employment and is qualified for Pension Credit before the Contribution Period if the Employee was a member of the Union during such a year, unless evidence is presented to the contrary which makes it apparent the Employee was not so engaged. The decision of the Trustees as to the amount of Pension Credit granted to an Employee will be final and binding.

Earning Pension Credit for Non-Work Periods

You may be awarded additional Pension Credit for certain non-work periods as if you had worked in Covered Employment during such periods. Specifically, you are entitled to Pension Credits for non-work absences from Covered Employment, which occurred during the Contribution Period because of the following:

- Periods of disability for which you receive Short Term Disability benefits from the Local No. 9, IBEW and Outside Contractors Active Employees Health and Welfare Plan of up to 40 hours per week. Credit for periods of short term disability are limited to 24 months per lifetime.
- Periods of disability for which Workers' Compensation benefits are received.
- Periods of military service. To receive credit, you must be actively engaged in Covered Employment immediately before entering military service and, generally, you must return to Covered Employment within 90 days (a shorter time period applies for shorter terms of military service) after your military discharge. Coverage will be provided according to the provisions of the Uniformed Service Employment and Reemployment Rights Act (USERRA). Refer to pages 5 and 6 for further details.

You are not entitled to receive additional non-work Pension Credit for the same non-work period for which you have already received Pension Credit.

EARNING VESTING SERVICE

One year of Vesting Service is earned when you complete 800 hours of work in Covered Employment in a calendar year. When you are fully vested, you are entitled to a pension benefit from the Plan at retirement.

You become vested and your accrued benefit becomes non-forfeitable upon the earlier of:

- The date you reach Normal Retirement Age (generally, age 65 or, if later, the fifth anniversary of your participation in the Plan); or
- Once you complete five years of Vesting Service or earn 10 Pension Credits during the Contribution Period.

Refer to the section titled "***Types of Pensions Available***" beginning on page 10 for in-depth information concerning when you qualify for a specific type of pension.

The following chart illustrates how you earn Vesting Service:

Earning Vesting Service Doug became a Participant on January 1, 2012. On December 31, 2020, he had the following Pension Credits and years of Vesting Service.			
Calendar Year	**Hours of Work**	**Pension Credit**	**Vesting Service**
2012	1,200	¾	1
2013	900	½	1
2014	1,500	1	1
2015	850	½	1
2016	525	¼	0
2017	1,200	¾	1
2018	1,850	1¼	1
2019	1,750	1¼	1
2020	1,450	¾	1
Total		**7**	**8**
Doug earned seven Pension Credits and eight years of Vesting Service for his hours of work in Covered Employment from 2012 through 2020.			

If you work for a Contributing Employer in a job that is not covered by the Plan and such service is Continuous Employment, your hours of work in the non-covered job during the Contribution Period beginning on or after November 1, 1976 will be counted toward a year of Vesting Service.

However, you are not entitled to any years of Vesting Service prior to a Permanent Break in Service or before January 1, 1971, unless you earned at least three years of Vesting Service after December 31, 1970.

Types of Pensions Available

The types of pensions offered by the Plan and the eligibility requirements for each are described below. If you meet these eligibility requirements, you can receive a pension benefit when you retire.

Use the following chart to determine which type of pension benefit applies to you. Once you find the benefit you think fits your personal situation, refer to the appropriate section following the chart for details.

Type of Pension	Eligibility Requirements
Regular Retirement Pension	If your Annuity Starting Date is before July 1, 2019: • You have at least 10 Pension Credits or 10 years of Vesting Service (5 years of Vesting Service for non-bargaining unit employees); and • You are at least age 62. If your Annuity Starting Date is after July 1, 2019: • You have at least 5 Pension Credits or 5 years of Vesting service; and • You are at least age 60.
Early Retirement Pension	• You have at least 10 Pension Credits or 10 years of Vesting Service (5 years of Vesting Service for non-bargaining unit employees); and • You are between age 55 and age 62 if your Annuity Starting Date is before July 1, 2019, and between age 55 and age 60 if your Annuity Starting Date is on or after July 1 2019.
Disability Pension	• You have at least 10 Pension Credits or 5 years of Vesting Service; and • You are totally and permanently disabled as defined on page 5; and • You earn at least ¼ Pension Credit in the 24-month period immediately preceding the month in which your disability begins.

The Trustees control the Plan and benefits under the Plan will be paid only if the Trustees decide that an applicant is entitled to them.

You are not permitted to receive more than one type of pension from the Plan at a time, except you may receive a pension as a Participant and a surviving spouse of a Participant or pensioner.

REGULAR RETIREMENT PENSION

If you meet the eligibility requirements for a Regular Retirement Pension, your pension amount is calculated by taking your total number of Pension Credits and multiplying the Pension Credits by the accrual rate in effect on your Annuity Starting Date:

Your Total Pension Credits
x the Applicable Accrual Rate
= Your Monthly Regular Retirement Pension Benefit

The accrual rates and adjustment factors for a Regular Retirement Pension are shown in Appendix A. Note that accrual rates differ depending upon a pensioner's Annuity Starting Date and, in certain circumstances, ¼ Pension Credit must be earned during or after a particular period.

Annuity Starting Date

The "Annuity Starting Date" is the date as of which benefits are calculated and paid under the Plan. Your Annuity Starting Date will not be later than your Required Beginning Date.

Required Beginning Date

The "Required Beginning Date" is the latest date on which your pension must begin being paid, which is April 1 of the calendar year that follows the calendar year in which you reach:

- if you are not a 5% owner,
    - age (i) 70-1/2 if you reached age 70-1/2 prior to January 1, 2020, or, (ii) 72 if you reach age 70-1/2 on or after January 1, 2020, or, if later
    - the date you stop working in Covered Employment, or
- if you are a 5% owner, age (i) 70-1/2 if you reached age 70-1/2 prior to January 1, 2020, or (ii) 72 if you reach age 70-1/2 on and after January 1, 2020.

However, if you attain age 70-1/2 on and after January 1, 2020, you may elect to voluntarily begin receiving benefits on or after the first day of April of the calendar year following the calendar year in which you attain age 70-1/2, even if you have not stopped working in Covered Employment.

Example: Regular Retirement Pension

Linda retired on July 1, 2020 (her 62nd birthday) with 25 Pension Credits. She earned at least ¼ of a Pension Credit after January 1, 2019. Linda's Regular Retirement Pension benefit is calculated as follows:

- Step 1: 25 Pension Credits x $102 Accrual Rate = $2,550
- Step 2: Linda's monthly Regular Retirement Pension Benefit is $2,550 (not including any applicable reduction for the form of payment she selects).

If you or your beneficiary received a monthly pension or monthly benefit on June 1, 1979, or you terminated Covered Employment and are entitled to a pension but you are not in receipt of such pension, your pension or benefit may be recalculated. Refer to *Appendix A* for details.

> If the calculation of any benefit amount due under the Plan results in an amount which is not an exact multiple of 50¢, then the amount calculated and payable to you will be rounded by raising it to the next higher multiple of 50¢.

You are deemed to have separated from Covered Employment on the last day of the calendar year in which you do not earn at least ¼ Pension Credit. The value of all Pension Credit you earned as of that date will be based on the accrual rate in effect on that date. If you subsequently return to Covered Employment and earn additional Pension Credit following a suspension, only that additional Pension Credit will be valued at the accrual rate in effect when you subsequently separate from Covered Employment. If you are not retired, in no event will Pension Credit earned as of that date be valued at an accrual rate less than $52.00.

Separate Municipality or Local Government Employment

You will not incur a separate period of employment if you:

- Stopped working in Covered Employment and were employed full-time with a municipality or local government entity, within one year of leaving Covered Employment, performing work covered by a collective bargaining agreement with the Union; and
- Return to Covered Employment within four years of ending that employment; and
- Earn at least ¼ Pension Credit when you return to Covered Employment.

In this instance, your Pension Credit earned before and after this type of employment will be considered to have been earned in the same period of Covered Employment. This means that the same accrual rate in effect when you retire will be used when calculating your benefit both before and after this employment.

EARLY RETIREMENT PENSION

If you meet the eligibility requirements for an Early Retirement Pension, your monthly benefit will be calculated in two steps.

- Step 1: The first step is to calculate the benefit as if it were a Regular Retirement Pension.
- Step 2: The second step is to adjust that amount for each month you are younger than the minimum age required for a Regular Retirement Pension, which is age 62 for retirement prior to July 1, 2019, and age 60 for retirement on and after July 1, 2019. The adjustment accounts for the additional time you are expected to receive a pension benefit from the Plan.

The Early Retirement Pension Adjustment factors for retirements on and after January 1, 2017 are shown in *Appendix B*. To find out the adjustment factors for retirements before January 1, 2017 contact the Fund Office.

> **Example: Early Retirement Pension**
>
> Bill retired on July 1, 2020 (his 58th birthday) with 25 Pension Credits. Bill earned at least ¼ of a Pension Credit after January 1, 2019. Bill is two years younger than the minimum age (60) required to receive a Regular Retirement Pension so his Early Retirement Pension benefit is calculated as follows:
>
> - Step 1: Calculate Bill's Regular Retirement Pension Amount: 25 Pension Credits x $102 Accrual Rate = $2,550
> - Step 2: Multiply Bill's Early Retirement Adjustment factor (0.760) by his Regular Retirement Pension Amount: $2,550 x 0.760 = $1,938
>
> Bill's monthly Early Retirement Pension Benefit is **$1,938.00** (not including any applicable reduction for the form of payment he selects).

DISABILITY PENSION

To qualify for a Disability Pension, you must be totally and permanently disabled, as defined by the Plan and determined by the Social Security Administration. You must provide the Fund with your determination letter from the Social Security Administration as proof of your total and permanent disability and your entitlement to a Social Security Disability benefit in order to receive a Disability Pension under the Plan.

Disability Pension Amount

If you meet the eligibility requirements for a Disability Pension, the monthly amount of your pension is calculated in the same way as a Regular Retirement Pension, using the applicable rate that applies to a Regular Retirement Pension as of the Annuity Starting Date of your Disability Pension. Your monthly amount is calculated as follows:

  Your Total Pension Credits
x The Applicable Accrual Rate
= Your Monthly Disability Pension Benefit

Monthly payments will begin on the first day of the month following the month in which your application is approved, or as soon as is administratively feasible after that date. Payment of the pension will be in the form that you have elected under the Plan. Your Disability Pension will continue for your entire life unless you recover from your disability.

A Separate Benefit payment may be paid to cover the period from the effective date of your Disability Pension until the date that you receive your first payment. If you do not provide the determination letter from the Social Security Administration as proof of your total and permanent disability, the Separate Benefit payment will be 50% of your elected form of payment and it will be limited to no more than six monthly benefit payments. If the time period between the effective date and the date of the first monthly Disability Pension is less than six months, then the number of Separate Benefit payments will be limited to the number of months between the effective date and the date of the first payment. Once you have provided the Social Security Administration a disability determination letter, the Plan will pay the remaining portion of the Separate Benefit payments to you.

When a Disability Pension May be Suspended

You may be required to give the Trustees a written report of any and all earnings from any employment within 15 days of the end of each month you worked while receiving a Disability Pension. If you do not provide this notice when requested, and there is no valid reason for your failure to respond, the Trustees may suspend your Disability Pension benefit for 12 months plus the month(s) that you worked but did not report your earnings. This penalty will apply to each violation of the rule.

Furthermore, your Disability Pension will be suspended for one month for each month in which you earned more than one-twelfth of the annual amount specified by the Social Security Administration for the "retired test." This annual amount will be the amount specified for persons under age 65.

When a Participant is No Longer Totally and Permanently Disabled

If your Disability Pension is suspended for a period of 12 consecutive months other than for a penalty for not reporting earnings, you will not be considered totally and permanently disabled and your Disability Pension will stop.

If you retire on a Disability Pension and you subsequently stop being totally and permanently disabled, you may apply for a different kind of pension under the Plan if you meet the eligibility requirements for the benefit. Any benefit you are eligible for may not become payable before the month that immediately follows the month in which your Disability Pension ended. Alternatively, you may return to Covered Employment and continue to earn Pension Credits.

Non-Duplication with Disability Benefits

Except to the extent required by law, no pension benefits will be payable for any month for which you receive wage indemnification or disability from the Local No. 9, IBEW and Outside Contractors Health and Welfare Fund. However, this will not have the effect of reducing the value of your pension below the actuarial equivalent of your pension that applies when you reach Normal Retirement Age.

PENSION DEFERRAL

If you leave Covered Employment, you may be eligible to defer your pension benefit. If you choose to do so, you must begin receiving your deferred pension benefit by your Required Beginning Date (as defined on page 10).

If you die and your beneficiary is entitled to a benefit, he or she must begin receiving the benefit by your Required Beginning Date.

If you leave Covered Employment and defer your pension benefit until after you reach Normal Retirement Age, your monthly benefit will be actuarially increased for each calendar month between Normal Retirement Age and the date you start receiving your pension, as long as you were not working in prohibited employment. (See the "***Benefit Payments Generally***" section on page 18 for more details.)

Forms of Pension Payments

SINGLE LIFE ANNUITY AND 60-MONTH GUARANTEE

If you are single and retire on a non-Disability Pension (or you are married and you and your Qualified spouse have properly rejected the Joint and Survivor type of pension), your pension will be paid as a Single Life Annuity.

> **Single Life Annuity**
> The normal form of payment for unmarried Participants.

Once you begin receiving either a Regular or an Early Retirement Pension, your pension will be paid in its full amount throughout your lifetime with payments ending at your death.

60-Month Guarantee of Pension Payments

The Plan guarantees that it will pay you at least 60 monthly pension payments.

> The 60-Month Guarantee benefit does not apply if a Joint and Survivor Pension or a Pre-Retirement Surviving Spouse Pension are in effect.

If you die before receiving 60 monthly payments, your designated beneficiary will receive the remaining payments until a total of 60 monthly payments have been made. This means that the 60 payments will include the total number of payments made to both you and your designated beneficiary.

Your beneficiary may elect to receive the actuarial present value of any remaining monthly payments in a lump sum payment. After such lump sum is paid, your beneficiary will not receive any further benefit payments from the Plan. There is no limit to the amount of the lump sum.

> As you near retirement, the Plan must disclose to you the actuarial present value of the optional payment forms available to you from the Plan. This means the Plan must tell you the current value of each optional form of payment compared to the current value of the Joint and Survivor Pension form of payment under the Plan. This information must be given to you between 30 and 180 days before your annuity starting date.

If you have not designated a beneficiary, or if your designated beneficiary has pre-deceased you, then the guaranteed payments will be paid to your spouse, if any and if living. If you have no spouse or your spouse is deceased, then payments will be made to:

- Your living dependent children; or if none,
- Your living dependent grandchildren; or if none,
- To your estate.

This 60-Month Guarantee benefit does not apply if a 75% or a 50% Joint and Survivor Pension or a Pre-Retirement Surviving Spouse Pension are in effect.

JOINT AND SURVIVOR PENSIONS

If you are married, your pension will automatically be paid to you as a Joint and Survivor Pension, unless:

- You and your Qualified Spouse elect to reject this form of payment (your spouse's rejection must be in writing, with his or her signature witnessed by a Notary Public or a representative designated by the Trustees);
- Your spouse is not a "Qualified Spouse," as defined below; or
- Your benefit is payable only in a single lump sum.

> Your spouse is a "Qualified Spouse" if you and your spouse were married for at least one year (365 days) at the time of your death.

Under a Joint and Survivor Pension, you will receive a reduced monthly benefit for life. Upon your death, your surviving Qualified Spouse, if any, will receive a specified percentage of your monthly pension for the rest of his or her life.

75% Joint and Survivor Pension

If you are married and retire on a Regular, or Early, Disability Pension, your benefit will automatically be paid in the form of a 75% Joint and Survivor Pension, unless you and your Qualified Spouse reject this form of payment.

> **75% Joint and Survivor Pension**
> The normal form of payment for married Participants.

You will receive a reduced monthly benefit during your lifetime and upon your death, your Qualified Spouse will receive a lifetime benefit of 75% of the reduced monthly benefit amount you were receiving, provided you and your spouse were married for at least one year (365 days) at the time of your death.

Because the Joint and Survivor Pension form of payment provides retirement benefits to two people for two lifetimes (your lifetime and your Qualified Spouse's lifetime), more monthly checks may be paid out than would be if only your lifetime was covered. Therefore, spreading the available money over a longer period requires a reduction in the monthly benefit you are paid. The amount of the reduction is actuarially determined and depends on your and your Qualified Spouse's age and whether you are disabled.

Non-Disability 75% Joint and Survivor Pension

If you are eligible to receive a non-disability pension, your 75% Joint and Survivor monthly benefit will be calculated in three steps:

- Step 1: The first step will be to calculate the benefit as if it were a Regular Retirement Pension.
- Step 2: Determine the applicable Early Retirement Pension Adjustment factor. The Early Retirement Pension Adjustment factors for retirements on and after January 1, 2017 are shown in *Appendix B*.
- Step 3: The second step will be to calculate the percentage of the benefit reduction by multiplying it by the reduction factor, which is 89%, plus .4% for each year your spouse is older than you are **or** minus .4% for each year your spouse is younger than you are (partial years are not counted). In no event is the percentage to be greater than 100%.
- Step 4: The third step will be to adjust the Regular Retirement Pension amount by the benefit reduction percentage from Step 2.

If you die, your Qualified Spouse will receive monthly payments equal to 75% of the monthly payments you were receiving, for their lifetime.

Example: 75% Joint and Survivor Pension (non-disability)

Jacob is 62 years old and eligible for a monthly Regular Retirement Pension of $2,550. He is married and he and his Qualified Spouse are to receive benefits in the form of a 75% Joint and Survivor Pension. Jacob's wife is 58 years old—four (4) years younger than Jacob—so his 75% Joint and Survivor (non-disability) Pension is determined as follows:

- Step 1: Calculate Jacob's Regular Retirement Pension Amount: Jacob is eligible to receive a Regular Retirement Pension of $2,550
- Step 2: Since Jacob is retiring at age 62, there is no need to use an Early Retirement Pension Adjustment factor.
- Step 2: Calculate the Percentage of the Benefit Reduction: The benefit reduction factor is 89% - 1.6% (4 years x .4%), which is 87.4% (.874)
- Step 3: Multiply Jacob's Regular Retirement Pension Amount by the reduction percentage from Step 2: $2,550 x .874 = $2,228.70

Jacob's monthly benefit, payable for life, is **$2,229** ($2,228.70 rounded up to the next multiple of 50¢).

Upon his death, the total monthly benefit payable to Jacob's Qualified Spouse for life is **$1,672** (75% of $2,228.70, rounded up to the next multiple of 50¢).

Disability 75% Joint and Survivor Pension

If you are eligible to receive the 75% Joint and Survivor Pension form of payment and you are disabled and eligible to receive a Disability Pension, you will receive a reduced monthly amount for life. Then, upon your death, your surviving Qualified Spouse will receive a monthly benefit that is equal to 75% of the monthly amount you were receiving.

Your monthly benefit will be calculated in three steps:

- Step 1: The first step will be to calculate the Disability Pension benefit as if it were a Regular Retirement Pension.
- Step 2: The second step will be to calculate the percentage of the benefit reduction by multiplying it by the reduction factor, which is 79%, plus .4% for each year your Qualified Spouse is older than you are **or** minus .4% for each year your Qualified Spouse is younger than you are (partial years are not counted). In no event is the percentage to be greater than 100%.
- Step 3: The third step will be to adjust the Disability Pension amount by the benefit reduction percentage from Step 2.

If you die, your Qualified Spouse will receive monthly payments equal to 75% of the monthly payments you were receiving for his or her life.

Example: 75% Joint and Survivor Pension (disability)

Beth is 62 years old and eligible for a monthly Disability Pension of $2,550. She is married and she and her Qualified Spouse are to receive benefits in the form of a 75% Joint and Survivor Pension. Beth's husband is 66 years old—four years older than Beth—so her 75% Joint and Survivor (disability) Pension is determined as follows:

- Step 1: Calculate Beth's Disability Pension Amount: Beth is eligible to receive a Disability Pension of $2,550
- Step 2: Calculate the Percentage of the Benefit Reduction: The benefit reduction factor is 79% + 1.6% (4 years x .4%), which is 80.6% (.806)
- Step 3: Multiply Beth's Regular Retirement Pension Amount by the reduction percentage from Step 2: $2,550 x .806 = $2,055.30

Beth's monthly benefit, payable for life, is **$2,055.50** ($2,055.30 rounded up to the next multiple of 50¢).

Upon her death, the total monthly benefit payable to Beth's Qualified Spouse for life is **$1,541.50** (75% of $2,055.30, rounded up to the next multiple of 50¢).

Optional 50% Joint and Survivor Pension

If you wish to reject the 75% Joint and Survivor form of pension payment, you may elect to receive the optional 50% Joint and Survivor Pension. Your spouse's consent will be required to waive the 75% Joint and Survivor-Pension and elect this form of payment.

If you elect the optional 50% Joint and Survivor Pension, you will receive a reduced monthly amount for life and, upon your death, each month your Qualified Spouse will receive 50% of the adjusted monthly amount you were receiving.

Non-Disability 50% Joint and Survivor Pension

Your monthly non-disability benefit will be calculated in three steps:

- Step 1: The first step will be to calculate the benefit as if it were a Regular Retirement Pension.
- Step 2: The second step will be to calculate the percentage of the benefit reduction by multiplying it by the reduction factor, which is 93%, plus .3% for each year your spouse is older than you are **or** minus .3% for each year your spouse is younger than you are (partial years are not counted). In no event is the percentage to be greater than 100%.
- Step 3: The third step will be to adjust the Regular Retirement Pension amount by the benefit reduction percentage from Step 2. If you are retiring early, first apply the Early Retirement Pension Adjustment factor before calculating the benefit reduction.

If you die, your Qualified Spouse will receive monthly payments equal to 50% of the monthly payments you were receiving.

Example: 50% Joint and Survivor Pension (non-disability)

Andrew is 62 years old and eligible for a monthly Regular Retirement Pension of $2,550. He is married and he and his Qualified Spouse are to receive benefits in the form of a 50% Joint and Survivor Pension. Andrew's wife is 58 years old—four years younger than Andrew—so his 50% Joint and Survivor (non-disability) Pension is determined as follows:

- Step 1: Calculate Andrew's Regular Retirement Pension Amount: Andrew is eligible to receive a Regular Retirement Pension of $2,550
- Step 2: Calculate the Percentage of the Benefit Reduction: The benefit reduction factor is 93% - 1.2% (4 years x .3%), which is 91.8% (.918)
- Step 3: Multiply Andrew's Regular Retirement Pension Amount by the reduction percentage from Step 2: $2,550 x .918 = $2,340.90

Andrew's monthly benefit, payable for life, is **$2,341** ($2,340.90 rounded up to the next multiple of 50¢).

Upon his death, the total monthly benefit payable to Andrew's Qualified Spouse for life is **$1,170.50** (50% of = $2,340.90, rounded up to the next multiple of 50¢).

Disability 50% Joint and Survivor Pension

If you are eligible to receive a Disability Pension, your monthly benefit will be calculated in three steps:

- Step 1: The first step will be to calculate the benefit as if it were a Disability Pension.
- Step 2: The second step will be to calculate the percentage of the benefit reduction by multiplying it by the reduction factor, which is 86%, plus .3% for each year your spouse is older than you are **or** minus .3% for each year your spouse is younger than you are (partial years are not counted). In no event is the percentage to be greater than 100%.
- Step 3: The third step will be to adjust the Disability Pension amount by the benefit reduction percentage from Step 2.

If you die, your Qualified Spouse will receive monthly payments equal to 50% of the monthly payments you were receiving.

Example: 50% Joint and Survivor Pension (disability)

Laura is 62 years old and eligible for a monthly Disability Pension of $2,550. She is married and she and her Qualified Spouse are to receive benefits in the form of a 50% Joint and Survivor Pension. Laura's husband is 66 years old—four years older than Laura—so her 50% Joint and Survivor (disability) Pension is determined as follows:

- Step 1: Calculate Laura's Disability Pension Amount: Laura is eligible to receive a Disability Pension of $2,550
- Step 2: Calculate the Percentage of the Benefit Reduction: The benefit reduction factor is 86% + 1.2% (4 years x .3%) = 87.2% (.872)
- Step 3: Multiply Laura's Disability Pension Amount by the Reduction percentage from Step 2: $2,550 x .872 = $2,223.60

Laura's monthly benefit, payable for life, is **$2,224** ($2,223.60 rounded up to the next multiple of 50¢).

Upon her death, the total monthly benefit payable to Laura's Qualified Spouse for life is **$1,112** (50% of $2,223.60 rounded up to the next multiple of 50¢.

Adjustment in Pension Amount

Once your pension benefits begin, you cannot change your decision about the Joint and Survivor Pension and, as such, the Joint and Survivor Pension may not be revoked.

If you receive a Joint and Survivor Pension and your spouse dies before you, your monthly benefit will revert to the unreduced amount of your Regular Retirement, Early, or Disability Pension benefit, whichever benefit you were eligible for when you were granted a Joint and Survivor Pension. This revised pension benefit amount will be effective as of the first day of the month following the death of your spouse.

Waiving the Joint and Survivor Pension

The Joint and Survivor Pension may be waived in favor of another form of distribution if:

- You file a waiver in writing and your Qualified Spouse acknowledges the effect of the waiver and consents to it in writing. Your spouse's signature must be witnessed by a Notary Public or a representative designated by the Trustees.
- You establish to the satisfaction of the Trustees that:
  - You are not married; or
  - Your Qualified Spouse cannot be located; or
  - Your Qualified Spouse's consent cannot be obtained because of extenuating circumstances, as provided in IRS regulations.

The Trustees will provide you with information about the Joint and Survivor form of pension no less than 30 days and not more than 180 days prior to your Annuity Starting Date. The written explanation will provide:

- The terms and conditions of a 75% and 50% Joint and Survivor Pension;
- Your right to make an election to waive the Joint and Survivor Pension form of benefit and how a waiver will affect your pension benefit;
- Your spouse's rights;
- Your right to revoke a previous election to waive the Joint and Survivor Pension and how it may affect your pension benefit;
- The relative values of the various optional forms of benefit under the Plan; and
- Your right to defer any distribution and the consequences of failing to defer a distribution, including a description of how much larger your benefit will be if the commencement of distributions is deferred.

A waiver is valid only if a written explanation of the effect of the Joint and Survivor Pension has been provided to you no more than 180 days before your Annuity Starting Date and no less than 30 days before your Annuity Starting Date. You may file a new waiver or revoke a previous waiver at any time during the 180-day period prior to your Annuity Starting Date. You may begin receiving benefits before 30 days have elapsed since you received such notice, provided you and your Qualified Spouse waive the 30-day advance-waiting period in writing.

Your spouse's consent to a waiver of the Joint and Survivor Pension will be effective only with respect to that spouse and will be irrevocable unless you revoke the waiver to which it relates.

PRE-RETIREMENT SURVIVING SPOUSE PENSION

If you are married and die before retiring and your pension payments start, your surviving spouse may be eligible to receive a monthly pension if you:

- Were married to your surviving spouse for at least one full year immediately before your death; or
- Were divorced after being married for at least one year and your former spouse is required to be treated as a spouse or surviving spouse under a Qualified Domestic Relations Order (QDRO); and

- You are eligible for a Regular, or Early, Retirement Pension.

Your surviving spouse may receive 75% of the amount you would have received if you were vested and retired on a 75% Joint and Survivor Pension on the day before your death.

If you Die AFTER Satisfying the Service Requirement to Receive a Pension Under the Plan Before Your Normal Retirement Date

If you die **after** satisfying the service requirement to receive a Pension under the Plan before your Normal Retirement Date, but before satisfying the minimum age requirement to receive a Pension under the Plan (other than a Disability Pension), your Qualified Spouse will be immediately eligible to a lifetime benefit. The Pre-Retirement Surviving Spouse Pension will only be payable if you earned at least ¼ of a Pension Credit during the calendar year of your death. However, the Pre-Retirement Surviving Spouse Pension cannot begin before a completed application has been filed. Your Qualified Spouse will be immediately eligible to a 75% Joint and Survivor Pension as if you had been eligible for and retired on an Early Retirement Pension. To calculate the monthly benefit, it will first be reduced for Early Retirement, then it will be reduced for the Joint and Survivor option, and then your Qualified Spouse will receive a lifetime benefit of 75% of the reduced monthly benefit amount you would have received.

If You Die BEFORE Satisfying the Service Requirement to Receive a Pension under the Plan Before Your Normal Retirement Date

If you die **before** satisfying the service requirement to receive a Pension under the Plan before your Normal Retirement Date and before satisfying the minimum age requirement to receive a Pension under the Plan (other than a Disability Pension), your Qualified Spouse will be immediately eligible to a lifetime benefit that will be determined as if you had retired and died the day before your Normal Retirement Date. The Pre-Retirement Surviving Spouse Pension will only be payable if you earned at least ¼ of a Pension Credit during the calendar year of your death or the prior calendar year. However, the Pre-Retirement Surviving Spouse Pension cannot begin before a completed application has been filed. Your surviving spouse will be immediately eligible to a 75% Joint and Survivor Pension as if you had been eligible for and retired on an Early Retirement Pension. To calculate the monthly benefit, it will first be reduced for Early Retirement, then it will be reduced for the Joint and Survivor option, and then your surviving spouse will receive a lifetime benefit of 75% of the reduced monthly benefit amount you would have received.

The Pre-Retirement Surviving Spouse Pension will begin the month following the approval of your Qualified Spouse's application for a benefit.

Benefits will begin the month that you would have been eligible for benefits had you lived.

If you are divorced, benefits may be paid to your ex-spouse if it is required by a Qualified Domestic Relations Order (QDRO) that gives your ex-spouse a right to your pension.

Deferring the Pre-Retirement Surviving Spouse Pension

Your spouse may elect to defer commencement of the Pre-Retirement Surviving Spouse Pension until a specified date that is no later than the first day of the month following the day you would have reached Normal Retirement Age. The benefit amount will be determined as if you lived to the date your surviving spouse elects to begin receiving the benefit, you retired with an immediate Joint and Survivor Pension, and then you died the next day.

If your surviving spouse dies before receiving the Pre-Retirement Surviving Spouse Pension, the pension will be forfeited and there will be no payments to any other beneficiary.

SMALL BENEFIT CASH-OUT

If the total actuarial present value of the benefit you are to receive at retirement is $1,000 or less, the benefit may be paid to you in a single sum equal to its value. However, if you receive any monthly benefit payments beforehand, you cannot receive a benefit cash-out unless you or your beneficiary consent in writing to the single sum payment. When your benefit is paid in this form, no further benefits are payable to you or your designated beneficiary

Your benefit cash-out amount is subject to a 20% federal withholding tax. If you want to delay paying this tax, you may arrange to have the lump sum rolled over directly (via Trustee-to-Trustee transfer) into a qualified retirement plan, which includes a qualified Individual Retirement Account (IRA). For more information, please contact the Fund Office before you receive any payment.

NON-DUPLICATION OF PENSION BENEFITS

Generally, you are not entitled to receive more than one type of pension at a time. However, you may also receive a pension as the surviving spouse of a deceased Participant or pensioner.

BENEFIT PAYMENTS GENERALLY

If you become entitled to additional benefits after reaching Normal Retirement Age, whether through additional service or because of a benefit increase, the actuarial increase to those benefits will start from the date they would first have been paid to you rather than the date you reach Normal Retirement Age. If your Annuity Starting Date falls after your Normal Retirement Age, your monthly benefit will be actuarially increased for each month you do not work in disqualifying employment. The actuarial increase will be 1% per month for the first 60 months after you reach Normal Retirement Age and 1.5 % per month for each month thereafter.

If payment of your benefits begin after your Required Beginning Date (as defined on page 10), your accrued benefit as of the April 1 of the calendar year following the calendar year in which you reached your Required Beginning Date and any subsequent accruals will be actuarially adjusted to the date of your actual retirement.

In making distributions under the Plan, the Plan will comply with the required minimum distribution rules in accordance with United States Treasury regulations and Section 401(a)(9) of the Internal Revenue Code. Your pension will not be considered due and payable for any month in which you work in disqualifying employment (refer to the "***Returning to Work After Retirement***" section beginning on page 23 for more information on disqualifying employment).

Rollovers

If your or your spouse's distribution from the Plan is an eligible rollover distribution (described below), you may defer payment of the 20% withholding tax (and additional 10% penalty tax, if applicable) by rolling over the taxable portion of your distribution to an eligible retirement plan that accepts rollovers or an Individual Retirement Account or Annuity (IRA).

To be considered an eligible retirement plan, a plan must accept eligible rollover distributions and be:

- A traditional or Roth IRA (not SIMPLE IRA or Coverdell Education Savings Account); or
- An eligible Employer plan, which includes a plan qualified under section 401(a) of the Internal Revenue Code (including a 401(k) plan, profit-sharing plan, defined benefit plan, stock bonus plan, money purchase plan), a section 403(a) annuity plan, a section 403(b) tax-sheltered annuity, an individual retirement account or annuity under Section 408(a) or (b), a Section 408A Roth individual retirement plan and an eligible section 457(b) plan maintained by a governmental Employer).

Your surviving spouse or beneficiary (including alternate payees under a QDRO) who receives a distribution may also roll over the benefits to an eligible retirement plan. However, your non-spouse beneficiary is only eligible to rollover a lump sum benefit directly to an individual retirement account or annuity described under Section 408(a) or (b) of the Internal Revenue Code or a Roth individual retirement account or annuity. Such individual retirement account or annuity will be considered to be an inherited IRA.

Any portion that is not rolled over is taxable in the year in which it is received. Keep in mind that 20% must be withheld for federal taxes from any distribution that is paid directly to you. Therefore, if you roll over your full distribution after payment is made directly to you, you must replace the 20% difference. If you do not make up the 20% difference, the 20% that was withheld for federal taxes will be considered taxable income to you in the year of the distribution.

You *cannot* roll over a payment if it is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for:

- Your lifetime (or your life expectancy);
- Your lifetime and your beneficiary's lifetime (or life expectancies); or
- A period of 10 or more years.

Also, you cannot roll over any portion of a distribution that is not includable in gross income.

Beginning in the year you reach your Required Beginning Date (as defined on page 10), a certain portion of your payment cannot be rolled over because it is a required minimum payment that must be paid to you.

Applying for Benefits

THE APPLICATION PROCESS

The first step in applying for a pension is to request a pension application from the Fund Office:

Local Union No. 9 IBEW and Outside Contractors
Pension Fund Office
18670 Graphics Drive, Suite 201
Tinley Park, IL 60477-6298
708-449-9004

When you submit your completed application, be sure to send proof of your date of birth. If you elect to receive a Joint and Survivor Pension, you will also need to provide proof of your marriage and your spouse's date of birth. Documents must be originals or issuing-entity certified copies.

Generally, your complete application for a pension benefit (including all required supporting documentation) **must** be filed in its entirety at least the month before the month in which you want your benefit to begin. You cannot collect a pension benefit retroactively. You will receive a decision on your application within 90 days of the date your application was received by the Fund Office.

To ensure that your benefit payments are not delayed, you should file as soon as you decide you want to retire. Early filing can avoid a delay in processing your application and payment of your benefits. Note that you can file your application for a pension as far as six months in advance of the date you want your pension payments to start.

Before you submit your application to the Fund Office, remember to check it carefully. Any wrong answers or misrepresentations can affect your ability to receive pension benefits under the Plan. **Your application will not be considered complete and submitted until you have submitted all required supporting documentation to the Fund Office**. This includes verifying your and your spouse's Social Security Numbers.

Once you meet all the requirements of the Pension Plan, including the advance filing of a completed application, your pension payments will begin. Generally, pension payments are made on the last business day of the month by electronic deposit—paper checks are not issued.

It is your responsibility to let the Fund Office know of any change to your address, especially if you have left Covered Employment and have a right to a vested pension benefit. The Fund Office will make a reasonable effort to contact you. If you fail to inform the Trustees in writing of a change of address and the Trustees are unable to communicate with you at the address last recorded by the Trustees, any payment due you will be held without interest until you provide the Fund Office with your new address.

Information and Proof

You, your spouse, and/or your beneficiary must furnish, at the request of the Trustees, any information or proof reasonably required to determine your benefit rights. If you make a willfully false statement material to an application or furnish fraudulent information or proof, benefits may be denied, suspended, or discontinued. The Trustees have the right to recover any benefit payments made in reliance on any willfully false or fraudulent statement, information, or proof you submit.

Action of the Trustees

The Trustees will, subject to the requirements of the law, be the sole judges of the standard of proof required in any case and the application and interpretation of the Plan, and decisions of the Trustees will be final and binding on all parties.

All questions or controversies of whatsoever character arising in any matter or between any parties or persons in connection with the Plan or its operation, whether as to any claim for benefits, as to the construction of the language of the Plan or any rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Plan or otherwise, will be submitted to the Trustees for decision. In the event a claim for benefits has been denied, no lawsuit or other action against the Fund or its Trustees may be filed until the matter has been submitted for review under the ERISA-mandated review procedure. The decision on review will be binding upon all persons dealing with the Plan or claiming any benefit hereunder, except to the extent that such decision may be determined to be arbitrary or capricious by a court or arbitrator having jurisdiction over such matter.

Trustees' Reliance

The Trustees will rely on written representations, consents, and revocations that you, your spouse, or other parties provide when making determinations, unless such reliance is arbitrary or capricious. The Trustees' determinations will be final and binding, and will discharge the Fund and the Trustees from liability to the extent of the payments made. This means that, unless the Plan is administered in a manner determined to be inconsistent with the fiduciary standards of Part 4 of Title I of ERISA, the Fund will not be liable for duplicate benefits with respect to the same Participant, or for surviving spouse benefits in excess of the actuarial present value of the benefits as of your Annuity Starting Date or if earlier, the date of your death.

How Your Spouse or Beneficiary Applies for Survivor Benefits

As soon as possible after your death, your spouse or beneficiary should contact the Fund Office and request instructions about filing an application for survivor benefits. A certified copy of your death certificate will be required.

APPEALING A DENIAL

After the Plan Administrator has denied an application for a benefit, in whole or in part, the Plan Administrator will advise you of all of your appeal rights, including your right to have an authorized representative file the appeal on your behalf.

The Trustees have created and established a Benefit Appeals Committee, which has the authority and power to review and hear the appeals of all adverse benefit determinations. The Trustees will appoint up to two Union Trustees and up to two Employer Trustees to the Benefit Appeals Committee, each of whom will serve until a replacement appointment is made.

You may appeal any denial of an application for a benefit provided you make a written request within 90 days (or 180 days for a Disability Pension) after you have been notified that an application for a benefit has been denied. This written request should be directed to the Trustees. You must submit, in writing, the reason why you think benefits should not have been denied, along with any additional information or documents you believe are relevant to the application.

When a denial of a benefit claim has been appealed, the Plan Administrator will provide the Benefit Appeals Committee and Fund Counsel with the following information:

- Your application for a benefit with any forms and other materials you submit.
- A copy of the Plan Administrator's denial, which should be dated and contain:
  - The specific reason(s) for the denial;
  - The specific reference(s) to pertinent Plan provision(s) on which the denial is based;
  - A description of any additional information or information necessary for you to complete the claim and an explanation of why such material or information is necessary;
  - An explanation of the claim appeal procedures and your right to bring a civil action under ERISA following an adverse benefit determination; and
  - Any additional relevant information.

You are entitled to the following rights in appealing the initial decision:

- You may submit additional proof that you are entitled to benefits;
- You may review any pertinent documents that the Plan Administrator has that concern the application, such as copies of the Plan Document or special information relating to the application.

The appeal will be heard by the Benefit Appeals Committee, which has discretionary authority to determine all benefit claim appeals and to interpret the Plan. The determination of the Benefit Appeals Committee will be given judicial deference in any later court action to the extent it is not arbitrary and capricious.

If the Trustee members of the Benefit Appeals Committee agree on a decision to affirm, reverse, or remand the appeal, then their decision is a final and binding decision. If the Trustee members of the Benefit Appeals Committee tie on a decision, the appeal will be referred with recommendations to the full Board of Trustees for consideration at the next regular Board meeting, if time deadlines permit.

The Benefit Appeals Committee will make a full review of each appeal and make a final decision or recommendation in writing within 60 days (45 days for a Disability Pension) of the date the appeal is received, unless there are special circumstances. If there are special circumstances, you will be notified in writing, within 60 days (45 days for a Disability Pension) of the date the appeal is received, and of the date by which the final decision will be made, which will not be later than 120 days (90 days for a Disability Pension) of the date the appeal is received.

With respect to appeals referred from the Benefit Appeals Committee and heard by the full Board of Trustees, the members of the Benefit Appeals Committee will not vote when the full Board considers the matter.

The final decision on an appeal will be written in a clear and understandable manner and will include the specific reasons for the decision and the provisions of the Plan upon which the decision is based.

If the decision on a claim or the decision on review is not furnished within the time limits set forth herein, the claim or the review will be deemed to have been denied. No claim will be deemed to have been denied until you have exhausted all of the procedures specified in this section.

Every final decision of the Benefit Appeals Committee will be distributed to the full Board of Trustees at the next regular Board meeting following the decision.

INCOMPETENCE OR INCAPACITY OF A PENSIONER OR BENEFICIARY

If it is determined that either you or your beneficiary are unable to care for your affairs because of mental or physical incapacity, any annuity payments that are due to you or your beneficiary will be applied to pay for the maintenance and support that you or your beneficiary require ***or*** the payments will be sent to any individual(s) that the Board of Trustees deems appropriate to receive your payments.

If your appointed legal guardian or legal representative asks that they receive the payment on your or your beneficiary's behalf instead, and the request is made before any payments are made, the Fund Office will comply with that request.

WITHHOLDING FEDERAL INCOME TAX

When you begin to receive your pension, it must be reported as taxable income. Tax will be withheld depending on the amount of your monthly pension benefit, unless you reject withholding on a written form with the Fund Office. If you reject the withholding, you will still be responsible for paying taxes. Information will be given to you concerning withholding of income tax when you apply for your pension benefit.

NOTICE OF CONTINUED ELIGIBILITY

After you or your beneficiary begins receiving monthly pension benefits, the Board of Trustees may request that, on a periodic basis, you submit a sworn statement that you are retired and have not engaged in disqualifying employment. If you do not provide the statement within 60 days after the request is mailed to your address on file, all future pension benefits will be withheld without interest until the statement is submitted and approved by the Trustees.

Returning to Work After Retirement

Once you begin receiving pension benefits, you continue to receive the monthly payments if you do not begin working in disqualifying employment. If you return to work in disqualifying employment, your benefits may be suspended and, in some instances, your benefit may be recalculated when you subsequently re-retire. This section provides more information about disqualifying employment, and what happens when benefits are suspended.

> **Suspension of Benefits**
> Suspension of benefits for a month means non-entitlement to benefits for that month. If benefits are paid for a month, but are suspended later, the overpayment will be recoverable through suspension of payments or deductions from future pension payments.

DISQUALIFYING EMPLOYMENT

Monthly pension payments will end if you work in disqualifying employment. The Plan's definition of disqualifying employment depends on whether you are younger or older than Normal Retirement Age (which is generally age 65).

If you are younger than age 65

If you are **younger than age 65,** disqualifying employment is:

- Employment with an Employer in a job classification of the type specified in any collective bargaining agreement;
- Employment or self-employment in work regularly performed by an electrical worker, or by any outside electrical worker;
- Any work under the jurisdiction of the International Brotherhood of Electrical Workers; or,
- Self-employment in the same or related business as any Employer.

There is no limit to the geographic area for disqualifying employment before you reach age 65.

If you are age 65 or older

If you **are age 65 or older**, your monthly benefit will be suspended for any month in which you work or are paid for at least 40 hours in disqualifying employment. After you reach age 65, disqualifying employment is:

- Employment or self-employment that is in a business activity of the type engaged in by any Employers participating in the Plan when your retirement begins; and
- That is in any state, plus the remainder of any Metropolitan Standard Statistical Area that falls in part within Illinois, in which contributions were made or required to be made by an Employer on your behalf when your retirement begins (a detailed definition of "geographic area" is provided below); and
- Is in any occupation in which you work in Covered Employment at any time, or any occupation covered by the Plan at the time your retirement begins.

> **"Industry"** means:
> The electrical or any building trades industry in which you are employed when your retirement begins or would have begun had your benefits not been suspended.
> **"Geographic Area"** means:
> - The State of Illinois, plus the remainder of any Metropolitan Standard Statistical Area that falls in part within Illinois;
> - Any area in which Covered Employment is performed when your retirement begins or, but for suspension, would have begun; and
>
> Any area reflected in a Reciprocal Agreement with the Plan in effect when your retirement begins, in which contributions had or would have been forwarded to the Plan and those contributions were part of your accrued benefit.

If you work in Covered Employment as determined under the Collective Bargaining Agreement, any employment or self-employment you engage in will be disqualifying if it involves the skills or craft of an electrician directly, or in the case of supervisory work, indirectly. In any event, any work for at least 40 hours in a month for which contributions are required to be made to the Plan will be disqualifying and your benefits will be subject to suspension.

If you are retired and re-enter Covered Employment and perform work that employees of participating Employers perform for more than 40 hours in a month in the industry and geographic area covered by the Plan, then the industry and geographic area covered by the Plan when your pension began will be the industry and geographic area covered by the Plan when your pension payments subsequently resume.

Paid non-work time will be counted toward the measure of 40 hours if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. However, time compensated under a workers' compensation or temporary disability law will not be counted. Any additional benefits you earn in Covered Employment after your Annuity Starting Date will be determined at the end of each calendar year and will be payable as of the January 1 following the end of the calendar year in which the additional accrual is earned.

No work will be considered disqualifying employment after April 1 of the calendar year following the calendar year in which you reach age70-1/2.

SUSPENSION OF BENEFITS

Once your pension payments begin, the Trustees will notify you of the Plan rules governing suspension of benefits. It is your responsibility to inform the Fund Office if you work in disqualifying employment, regardless of the number of hours you work in disqualifying employment. If you are not sure whether a particular type of employment would be considered disqualifying, you should contact the Fund Office for a determination before you return to work.

You should also notify the Fund Office, in writing, within 15 days after you begin disqualifying employment. Your notice should include:

- Your name and address;
- The name and address of your Employer;
- The nature of your Employer's business and the geographic area in which the business is operated; and
- The number of hours per month you expect to work and the type of work you will be doing.

Additional information may be required, in which case, you will be notified by the Fund Office.

If you do not give timely notice, the Fund will presume that you worked at least 40 hours in disqualifying employment during a month and each month that follows until you give notice that you stopped working in disqualifying employment. If you work in disqualifying employment for any contractor at a building or construction site, the Fund will presume that you worked at that job for as long as the contractor is actively at that site. You have the right to overcome such presumption by establishing that the work was not in fact an appropriate basis, under the Plan, for suspension of your benefits.

Notice of Suspension

Monthly payments will be suspended for each month you work in disqualifying employment. You will receive a written notice from the Plan by first class delivery or first class mail during the first calendar month your benefits are suspended. The notice will include a description of the specific reasons for the suspension, a copy of the relevant provisions of the Plan, reference to the applicable regulation of the Department of Labor, and a statement of the procedure for securing a review of the suspension.

If you do not agree with the Fund's determination of your employment as disqualifying employment, you have the right to request a review of your suspension. You must file your written request for a review within 60 days of the date that you receive the suspension of benefits notice.

Overpayments

If you received payments for any month in which payments should have been suspended because you worked in disqualifying employment, the Plan will recover any such amounts from your monthly payments once those payments resume. If you are:

- Younger than Normal Retirement Age (age 65), the Plan may withhold 100% of your monthly payments until the overpayment is recovered or, if earlier, until you reach Normal Retirement Age, at which time the 25% deduction described below will apply; or
- Normal Retirement Age (age 65) or older, the Plan may withhold the entire first monthly payment and up to 25% of following monthly payments until the overpayment is recovered.

If you die before the entire amount is recovered, monthly payments to your surviving spouse or designated beneficiary will be reduced up to 25% until the overpayment is recovered.

RESUMPTION OF PENSION PAYMENTS

When you stop working in disqualifying employment, you must notify the Fund Office to resume pension payments. Your written notice must include:

- Your name and address; and
- The date on which you stopped working in disqualifying employment.

Generally, monthly payments will resume as of the first day of the month after you return to retirement or, if later, the date that a proper notice for reinstatement of pension benefits is filed.

If benefits have been suspended and payments resume, new notification will be sent to you if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.

Benefit Payments Following Suspension

- If you return to Covered Employment and earn a year of Vesting Service, upon your subsequent retirement, your pension amount will be recalculated based on the additional Pension Credit.
- If you retire on a pension that is payable before you reach Normal Retirement Age and your pension benefits are suspended for at least three months, your pension amount will be adjusted for your age (up to Normal Retirement Age) when your pension payments are resumed.
- If you retire on a pension before you reach Normal Retirement Age (except a Disability Pension) and you return to work in disqualifying employment, upon resumption of your pension, your pension amount will be reduced by the actuarial equivalent of your prior pension payments. Any overpayments will be recovered.
- The actuarial equivalent will be determined by dividing the amount of the prior pension payments you received before you reached Normal Retirement Age by the factor appropriate to your age when your pension resumes. The factors are shown in *Appendix C*.
- If the monthly benefit resulting from the deduction of the actuarial equivalent of payments received before you reached Normal Retirement Age is less than the prior pension amount payable to you before you reached Normal Retirement Age, the amount payable upon resumption of your pension will be equal to the prior pension amount payable to you before you reached Normal Retirement Age.
- The amount determined under the above paragraphs will be adjusted for the Joint and Survivor Pension or any other optional form of benefit in accordance with the manner in which they are payable.
- A Joint and Survivor Pension that is in effect immediately before suspension of benefits, and any other benefit following your death, will remain effective if your death occurs while your benefits are in suspension.
- If you return to Covered Employment after originally retiring prior to reaching Normal Retirement Age and you earn additional Pension Credit, your entire benefit is subject to a new Joint and Survivor Pension election; provided however, that the first election you make on or after you reach Normal Retirement Age will apply for any subsequent accrual earned.

Your ERISA Rights

In addition to what the Trustees, the Employers, and the Union have done to see that the Plan's objectives are fulfilled, as a Participant in the Local Union No. 9, IBEW and Outside Contractors Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to certain rights, as outlined below.

RECEIVING INFORMATION ABOUT YOUR PLAN AND BENEFITS

You have the right to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and Union halls, all documents governing the Plan. These include insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan. These include insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a copy of the Plan's annual funding notice. The Plan Administrator is required by law to furnish each Participant with a copy of this annual funding notice.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (generally age 65) 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 earn the right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

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

ENFORCE YOUR RIGHTS

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. However, you must exhaust the Plan's claims and appeal procedures before you may bring a lawsuit or other administrative action for benefits.

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

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

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the EBSA:

Nearest Regional Office	*National Office*
Employee Benefits Security Administration Chicago Regional Office 230 South Dearborn Street, Room 570 Chicago, IL 60604-1520 312-596-7010	**Division of Technical Assistance and Inquiries** Employee Benefits Security Administration U.S. Department of Labor 200 Constitution Avenue, NW Washington, DC 20210 866-444-3272

You may also find answers to your questions and your rights and responsibilities under ERISA by visiting EBSA's website at www.dol.gov/ebsa .

Administrative Information

The Fund Office will help resolve any problem you might have about your rights to benefits. The Plan Document and other related information are available if you want to review these materials. If for some reason it becomes necessary for you to contact the Employee Benefits Security Administration, U.S. Department of Labor, you will need the following information to properly identify the Plan.

Plan Name and Address

Local Union No. 9, IBEW and Outside Contractors Pension Plan
18670 Graphics Drive, Suite 201
Tinley Park, IL 60477
(708) 449-9004

Plan Number

001

Employee Identification Number (EIN)

51-6077720 (assigned to the Plan by the IRS)

Plan Type

Defined Benefit Pension Plan

Plan Effective Date

The Plan became effective on August 31, 1966 and has been amended from time to time.

Fiscal Year

The Plan's accounting is administered on a 12-month fiscal year beginning on November 1 and ending on October 31. This period is used for governmental filings and reports.

Plan Year ("Calendar Year")

The Plan's provisions are administered on a 12-month calendar year, beginning on January 1 and ending on December 31.

Plan Administrator

The Plan is administered by the Board of Trustees, who have hired BeneSys to act as Plan Administrator. You may contact BeneSys at the following address or phone number:

Local Union No. 9, IBEW and Outside Contractors Pension Plan
18670 Graphics Drive, Suite 201
Tinley Park, IL 60477
708-449-9004

Plan Trustees

The Trustees of the Plan are:

Agent for Service of Legal Process

For disputes arising under the Plan, Georges and Synowiecki, Ltd. is the agent for service of legal process.

> Georges and Synowiecki, Ltd.
> 20 South Clark Street, Suite 400
> Chicago, IL 60603-1835
> 312-726-8797

Legal process may also be served on the Plan Administrator or any member of the Board of Trustees.

Discretionary Powers and Authority of the Board of Trustees

Except as otherwise provided in the Plan, the Trustees will have control of the administration of the Plan, with all powers necessary to enable them to carry out their duties in that respect. The Trustees will have the power, in their sole discretion, to interpret or construe the Plan and to determine all questions that may arise as to the status and rights of Participants and others. Benefits under the Plan will be paid only if the Trustees decide in their sole discretion that the Participant or beneficiary is entitled to them.

Sources of Contributions

The benefits described in this booklet are provided through Employer contributions. The amount of Employer contributions is determined by the provisions of the collective bargaining agreements and other applicable agreements.

Amendment

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

- As necessary to establish or maintain the qualification of the Plan or the Trust Fund under the Internal Revenue Code and to maintain compliance of the Plan with the requirements of ERISA; or
- If the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(c)(8) of the Internal Revenue Code, and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, failed to disapprove.

Plan Termination or Modification

Although the Trustees intend to continue the Plan indefinitely, they reserve the right to modify or terminate the Plan at any time. If the Plan is terminated, it will not affect your right to any benefit to which you have already become entitled. If the Plan terminates, you will be notified in writing and will be entitled to any benefit you have earned to the extent then funded.

In the event of termination, any assets remaining in the Plan, after providing for any administrative expenses, will be allocated among the Participants, pensioners, and beneficiaries.

Pension Benefit Guaranty Corporation (PBGC)

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by:

1. 100% of the first $11 of the monthly benefit accrual; and
2. 75% of the next $33.

The PBGC's maximum guarantee limit is $35.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

The PBGC guarantee generally covers:

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

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the earlier of:
  - The date the Plan terminates, or
  - The time the Plan becomes insolvent;
  - Benefits that are not vested because you have not worked long enough;
  - Benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and
  - Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits that it guarantees, contact the Fund Office or:

Pension Benefit Guaranty Corporation
Technical Assistance Division
1200 K Street, NW
Suite 930
Washington, DC 20005-4026

You may also call the PBGC at 800-400-7242. TTY/TDD users may call the federal relay service toll-free at 800-877-8339 and ask to be connected to 800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

Reciprocity Agreement

The Trustees have signed reciprocal agreements with the IBEW. Because of these agreements, you can perform work for certain other pension plans and have the contributions made on your behalf from the other plans transferred to the Local Union No. 9, IBEW and Outside Contractors Pension Plan. However, you must register in the Electronic Reciprocal Transfer System in order to qualify for these transfers. If you have any questions on how to transfer contributions, please call the Fund Office.

Contributing Employers

The Plan Administrator will advise active Participants or beneficiaries, upon written request, as to whether or not a particular Employer is a party to a collective bargaining agreement requiring contributions to the Pension Plan or whether an Employer is a participating Employer.

Pension Plan Assets and Reserves

All assets are held in a trust by the Trustees for the purpose of providing benefits to eligible Participants and defraying reasonable administrative expenses.

Internal Revenue Code Limitation on Benefits

The Internal Revenue Code requires the Plan to place limitations on maximum benefits you may receive. These limitations are necessary for the Plan to qualify for favorable tax treatment. You will be notified if the limitation on benefits affect you.

Non-Assignment of Benefits

No Participant, pensioner or beneficiary entitled to any benefits under the Plan will have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate or impair in any manner his legal or beneficial interest, or any interest in assets of the Pension Fund, or benefits of this Pension Plan. Neither the Pension Fund nor any of the assets thereof will be liable for the debts of any Participant, pensioner or beneficiary entitled to any benefits under the Plan, nor be subject to attachment, execution or process in any court action or proceeding.

Qualified Domestic Relations Order

Benefits will be paid in accordance with a Qualified Domestic Relations Order ("QDRO") as defined in Section 206(d)(3) of ERISA and Section 414(p) of the Internal Revenue Code, and with written procedures adopted by the Trustees in connection with such Orders.

No Right to Assets

No person other than the Trustees will have any right, title or interest in any of the income or property or any funds received or held by or for the account of the Plan. In addition, no person will have any right to benefits provided by the Plan, except as expressly provided in the Plan Document.

Mergers

The Plan may not merge or consolidate with, or transfer assets or liabilities to, any other plan, unless each Participant in the Plan would (if the Plan terminated) receive a benefit immediately after the merger, consolidation, or transfer that is equal to or greater than the benefit they would have been entitled to receive immediately before the merger, consolidation, or transfer. The preceding sentence will apply to the extent required under Section 401(a)(12) of the Internal Revenue Code.

Non-Bargained Employees

A "Non-Bargained Employee" is a person who is employed by an Employer and who is not covered by a collective bargaining agreement, but is covered by another written agreement requiring Employer contributions to the Plan on his or her behalf.

Non-Reversion of Assets

In no event shall any of the corpus or assets of the Pension Fund revert to the Employers or be subject to any claims of any kind or nature by the Employer, except for the return of an erroneous contribution within the time limits prescribed by law.

Appendix A: Regular Retirement Pension Benefit Accrual Rates and Adjustment Factors

The monthly amount of the Regular Retirement Pension is equal to the Participant's number of Pension Credits (not to exceed 40 for retirements beginning prior to January 1, 2013) multiplied by the benefit accrual rate in effect on the Participant's Annuity Starting Date (subject to the requirements stated below). Existing pensioners will see an increase in their monthly annuity in the event they are subject to benefit improvements.

Monthly Benefit Annuity Starting Date	Accrual Rate (In Dollars)
On or after April 1, 2020, with not less than ¼ Pension Credit earned during or after Calendar Year 2019	$102.00
On or after May 1, 2018, with not less than ¼ Pension Credit earned during or after Calendar Year 2017	$96.00
On or after January 1, 2017 with not less than ¼ Pension Credit earned during or after Calendar Year 2016	$88.00
On or after July 1, 2015, with not less than ¼ Pension Credit earned during or after Calendar Year 2014	$82.00
On or after July 1, 2014, with not less than ¼ Pension Credit earned during or after Calendar Year 2013	$77.00
On or after January 1, 2013, with at least ¼ Pension Credit earned during or after Calendar Year 2012	$67.00
January 1, 2011 through December 31, 2012, with at least ¼ Pension Credit earned during or after Calendar Year 2010	$62.00
July 1, 2008 through December 31, 2010, with at least ¼ Pension Credit earned during or after Calendar year 2007	$58.00
January 1, 2006 through June 30, 2008	$55.00
June 1, 2001 – December 31, 2005	$52.00
June 1, 1999 – May 31, 2001	$50.00
November 1, 1997 – May 31, 1999	$47.00
January 1, 1996 – October 31, 1997	$44.00
December 1, 1992 – December 31, 1995	$40.00
November 1, 1990 – November 30, 1992	$36.00
November 1, 1989 – October 31, 1990	$32.00
November 1, 1988 – October 31, 1989	$30.50
January 1, 1988 – October 31, 1988	$22.00
April 1, 1987 – December 31, 1987	$20.00
June 1, 1985 – March 31, 1987	$17.00
June 4, 1984 – May 31, 1985	$15.00
August 1, 1983 – June 3, 1984	$13.00
January 1, 1981 – July 31, 1983	$10.75
June 1, 1979 – December 31, 1980	$8.75
Before June 1, 1979	$6.35

Recalculation Formula: Every pensioner or beneficiary in receipt of a monthly Pension or monthly benefit on June 1, 1979, and every Participant who has terminated Covered Employment and is entitled to a pension but is not in receipt of such pension as of June 1, 1979, will have such pension or benefit recalculated as of June 1, 1979 under the same conditions that the original monthly pension or monthly benefit was granted. The amount of the recalculated pension or benefit will be the amount of the pension or benefit that they were receiving or entitled to receive multiplied by the ratio of $8.75 to $6.35. Effective April 1, 2020, the amount will not be rounded to the next higher multiple of 50¢ if not a multiple of 50¢.

- The recalculation formula above will apply to January 1, 1981 for the ratio of $10.75 to $8.75.
- The recalculation formula will apply to August 1, 1983 for the ratio of $13.00 to $10.75.
- The recalculation formula will apply to June 4, 1984 for the ratio of $15.00 to $13.00.
- The recalculation formula will apply to June 1, 1985 for the ratio of $17.00 to $15.00.
- The recalculation formula will apply to April 1, 1987 for the ratio of $20.00 to $17.00.
- The recalculation formula will apply to January 1, 1988 for the ratio of $22.00 to $20.00.
- The recalculation formula will apply to November 1, 1988 for the ratio of $30.50 to $22.00.
- The recalculation formula will apply to November 1, 1989 for the ratio of $32.00 to $30.50.
- The recalculation formula will apply to November 1, 1990 for the ratio of $36.00 to $32.00.
- The recalculation formula will apply to December 1, 1992 for the ratio of $40.00 to $36.00.
- The recalculation formula will apply to January 1, 1996 for the ratio of $44.00 to $40.00.
- The recalculation formula will apply to November 1, 1997 for the ratio of $47.00 to $44.00.
- The recalculation formula will apply to June 1, 1999 for the ratio of $50.00 to $47.00.
- The recalculation formula will apply to June 1, 2001 for the ratio of $52.00 to $50.00.
- The recalculation formula will apply to July 1, 2006 for the ratio of $55.00 to $52.00.
- The recalculation formula will apply to July 1, 2008 for the ratio of $58.00 to $55.00.
- The recalculation formula will apply to July 1, 2011 for the ratio of $62.00 to $58.00.
- The recalculation formula will apply to January 1, 2013 for the ratio of $67.00 to $62.00.
- The recalculation formula will apply to July 1, 2014 for the ratio of $77.00 to $67.00.
- The recalculation formula will apply to July 1, 2015 for the ratio of $82.00 to $77.00.
- The recalculation formula will apply to January 1, 2017 for the ratio of $88.00 to $82.00.
- The recalculation formula will apply to May 1, 2018 for the ratio of $96.00 to $88.00.
- The recalculation formula will apply to April 1, 2020 for the ratio of $102.00 to $96.00.

You will be deemed to have separated from Covered Employment on the last day of the calendar year in which you fail to earn at least ¼ Pension Credit. The value of all Pension Credit earned as of that date will be based on the accrual rate in effect on that date.

If you subsequently return to Covered Employment and earn additional Pension Credit following a separation, only that additional Pension Credit you earned will be valued at the accrual rate in effect when you subsequently separates from Covered Employment.

If you have not separated from Covered Employment on your Annuity Starting Date, your Annuity Starting Date will be considered as the date you separated from Covered Employment.

For non-retired Participants as of June 30, 2008, in no event will Pension Credits earned as of that date be valued at an accrual rate less than $52.00.

The separation rule reflected above will not apply from the time you cease work in Covered Employment if you are immediately employed by a municipality or local governmental entity before or after July 31, 2006, in an area that has employees covered by a written agreement with the Union, to the time you return to Covered Employment. However, you must return to Covered Employment within four years of termination of employment with such municipality or local governmental entity and subsequently earn at least ¼ Pension Credit.

Appendix B: Early Retirement Pension Adjustment (For Retirements on and After January 1, 2017)

Percentage of Regular Pension Payable upon Early Retirement Ages by Year Plus months for retirements on and after January 1, 2017.

Month	Age 55	Age 56	Age 57	Age 58	Age 59	Age 60	Age 61
+ 0 (Even)	0.580	0.640	0.700	0.760	0.820	1.000	1.000
+1	0.585	0.645	0.705	0.765	0.825	1.000	1.000
+2	0.590	0.650	0.710	0.770	0.830	1.000	1.000
+3	0.595	0.655	0.715	0.775	0.835	1.000	1.000
+4	0.600	0.660	0.720	0.780	0.840	1.000	1.000
+5	0.605	0.665	0.725	0.785	0.845	1.000	1.000
+6	0.610	0.670	0.730	0.790	0.850	1.000	1.000
+7	0.615	0.675	0.735	0.795	0.855	1.000	1.000
+8	0.620	0.680	0.740	0.800	0.860	1.000	1.000
+9	0.625	0.685	0.745	0.805	0.865	1.000	1.000
+10	0.630	0.690	0.750	0.810	0.870	1.000	1.000
+11	0.635	0.695	0.755	0.815	0.875	1.000	1.000

Appendix C: Offset Factors Based on a 5-Year Certain and Life Form of Payment (For Retirements on or After July 1, 2014)

Age in Years	Age in Months											
	0	1	2	3	4	5	6	7	8	9	10	11
55	130.8773	130.6989	130.5205	130.3421	130.1637	129.9853	129.8069	129.6284	129.4500	129.2716	129.0932	128.9148
56	128.7364	128.5523	128.3681	128.1840	127.9999	127.8157	127.6316	127.4475	127.2633	127.0792	126.8951	126.7109
57	126.5268	126.3368	126.1469	125.9569	125.7669	125.5769	125.3870	125.1970	125.0070	124.8170	124.6271	124.4371
58	124.2471	124.0514	123.8558	123.6601	123.4644	123.2687	123.0731	122.8774	122.6817	122.4860	122.2904	122.0947
59	121.8990	121.6984	121.4978	121.2972	121.0966	120.8960	120.6955	120.4949	120.2943	120.0937	119.8931	119.6925
60	119.4919	119.2870	119.0822	118.8773	118.6725	118.4676	118.2628	118.0579	117.8530	117.6482	117.4433	117.2385
61	117.0336	116.8249	116.6163	116.4076	116.1990	115.9903	115.7817	115.5730	115.3643	115.1557	114.9470	114.7384
62	114.5297	114.3176	114.1056	113.8935	113.6815	113.4694	113.2574	113.0453	112.8332	112.6212	112.4091	112.1971
63	111.9850	111.7701	111.5552	111.3404	111.1255	110.9106	110.6957	110.4808	110.2659	110.0511	109.8362	109.6213
64	109.4064	109.1897	108.9730	108.7564	108.5397	108.3230	108.1063	107.8896	107.6729	107.4563	107.2396	107.0229
65	106.8062	106.5892	106.3721	106.1551	105.9381	105.7210	105.5040	105.2870	105.0699	104.8529	104.6359	104.4188
66	104.2018	103.9858	103.7697	103.5537	103.3377	103.1216	102.9056	102.6896	102.4735	102.2575	102.0415	101.8254
67	101.6094	101.3954	101.1814	100.9675	100.7535	100.5395	100.3255	100.1115	99.8975	99.6836	99.4696	99.2556
68	99.0416	98.8300	98.6184	98.4068	98.1952	97.9836	97.7720	97.5603	97.3487	97.1371	96.9255	96.7139
69	96.5023	96.2938	96.0852	95.8767	95.6681	95.4596	95.2511	95.0425	94.8340	94.6254	94.4169	94.2083
70	93.9998	93.7949	93.5900	93.3852	93.1803	92.9754	92.7705	92.5656	92.3607	92.1559	91.9510	91.7461
71	91.5412											

Segal Consulting

- Interest Rate: 7.00%
- Mortality Table: 1971 GAM male
- Normal Form: 5-Year Certain and Life

Local Union No. 9, IBEW and Outside Contractors Pension Plan

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