

PENSION APPLICATION INSTRUCTIONS

Please read the instructions below before completing the application as it provides helpful information regarding the application process for your pension benefit from the Local Union No. 9 IBEW and Outside Contractors Defined Benefit Pension Plan.

Enclosed is the application and the related documents you must complete to apply for a pension benefit from the Local Union No. 9 IBEW and Outside Contractors Pension Fund. Please be sure to answer all questions and enclose originals or photocopies of the following items:

- Your birth certificate
- Your Social Security Card
- If married, your spouse's birth certificate
- If married, your marriage certificate
- If married, your spouse's Social Security Card
- If you were previously divorced, copies of divorce decree

If you do not have birth certificates, please contact the Fund Office for other documents that can be used to prove your age.

If you have any lapses in your years working for the contractors in Local 9 and were working instead for Local 9 employers such as the City of Chicago, CTA, Water Rec., etc., you may need to include letters from these employers that provide information on your dates of hire and release. Please contact the Fund Office to see if this applies to you.

If you mail your original documents and want them to be returned to you, please enclose a note with your documents asking for the return of your original documents.

Once you have completed the application and related documents, please return them to the Fund Office. When the application is received and the documents are reviewed, the calculation of your pension benefit and the optional forms of payments will be calculated by the Fund consultant. You will receive a letter from the Pension Fund office with a Pension Benefit Election Form including the amount of your pension benefit under all of the available options. You will also receive documents related to electronic payment of your pension benefit and tax withholding. Please be aware that the pension benefit is paid on the last business day of each month. For example, if your pension is effective January 1, 2022, the electronic payment of your pension benefit will be January 31, 2022, the last business day of the month. The only exception is in the month of December, the pension benefit is paid one week prior to Christmas Day.

Local Union No. 9 IBEW and Outside Contractors Pension Plan
18670 Graphics Drive, Suite 201
Tinley Park, IL 60477
Phone 708-449-9004
Fax 262-549-3549
www.myfundoffice.com



PENSION APPLICATION

FORM 1

Please type or neatly print your answers to all questions. If you need any assistance, phone or visit the Fund Office at 708-449-9004.

PARTICIPANT INFORMATION

Participant's Name: _____
Last _____ First _____ Middle _____

Address: _____
Street Address _____ City _____ State _____ Zip Code _____

Phone #: (_____) _____ Social Security #: _____ Date of Birth: _____
Month _____ Day _____ Year _____

Email Address _____

The pension effective date must be the first day of a month and cannot be any earlier than the month after you stop working for an Employer.

Planned effective date of pension: _____ Last Day Worked: _____
Month _____ Year _____ Month _____ Day _____ Year _____

MARITAL STATUS

- Single/Not married (if you later marry, your new spouse is automatically your primary beneficiary unless you complete a new form)
- Married (if naming anyone other than your spouse as a primary beneficiary, your spouse must complete the *Spousal Waiver*)
- Divorced
- Widowed

Current Spouse Information: _____
Last _____ First _____ Middle Initial _____

Address: _____
Street Address _____ City _____ State _____ Zip Code _____

Social Security #: _____ Date of Birth: _____
Month _____ Day _____ Year _____

If you have been divorced, provide the following information:

Name of Former Spouse _____ Date of Marriage _____
From _____ To _____

TYPE OF PENSION YOU ARE REQUESTING (PLEASE CHECK ONE BOX)

- Regular Retirement Pension
- Early Retirement Pension
- Special Benefit At Or After Age 65

TYPE OF Retirement Benefits YOU ARE CURRENTLY RECEIVING

- Social Security
- Veterans
- Federal, State, County, or City Employee
- Other (specify) _____

CERTIFICATION

I hereby apply for a pension from the LOCAL UNION NO. 9, I.B.E.W. AND OUTSIDE CONTRACTORS PENSION FUND. The above statements are true to the best of my knowledge and belief. I understand that a false statement may affect my pension benefits.

Participant's Signature: _____ Date: _____

NOTE: You will be contacted if further information is required. You will be notified in writing of the decision on your application.



Your Funds. Your Foundation. Your Future.

If this form is not completed, the effective date of the pension will be delayed 30 days.

30-DAY BENEFIT ELECTION PERIOD WAIVER

FORM 2

Federal law requires the Trustees to provide you with a written explanation of the effect of payment of your pension in the form of the Joint-and-Survivor Pension or other optional pension forms. This written explanation must be provided to you no earlier than 180 days before and no later than 30 days before your payments begin. You have a right to at least 30 days to elect the 75% Joint-and-Survivor Pension form of payment or another form of payment. However, you may begin receiving payments before the end of the 30-day period if you and your spouse waive this 30-day election period.

I, _____, understand my right to have at least 30 days to elect the form in which my pension payment will be paid from the Plan. Accordingly, I hereby irrevocably waive my rights to the 30-day election period and acknowledge that I received a written explanation from the Trustees describing the effect of payment in the form of a 100%, 75% or 50% Joint-and-Survivor Pension and other optional forms.

Further, I acknowledge that I am married and my spouse consents to this waiver as evidenced by the presence of my spouse's signature, witnessed by a notary public or Plan representative.

Participant's Signature: _____ Spouse's Signature: _____

Print Participant's Name: _____ Print Spouse's Name: _____

Date: _____

Date: _____

NOTARIZATION

State of: _____ County of: _____

On the _____ day of _____, before me came _____ to me known and known by me to be the persons described in and who executed the foregoing statement and they duly acknowledged to me that they executed the same.

Notary Public's Signature: _____ Date: _____

(Seal)



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QUALIFIED JOINT AND SURVIVOR ANNUITY (QJSA) NOTICE

NOTICE OF BENEFIT PAYMENT FORMS (QJSA NOTICE)

This notice explains the Single Life Annuity (with 60-Month Guarantee) and the Joint-and-Survivor Pension forms of payments provided under the Local Union No. 9, I.B.E.W. and Outside Contractors Pension Fund (the "Plan"). The "normal form" of benefit payments is the Single Life Annuity (with 60-Month Guarantee) for unmarried Participants and the Joint-and-Survivor Pension (a 75% survivor annuity) for married Participants. This notice must be provided at least 30 days but no more than 180 days before the date your benefit payments are to begin. The date your payments are scheduled to start is your "Annuity Starting Date." (For example: Your benefit payments begin effective August 1st but you do not receive your first check until the end of August or September. In this case, your "Annuity Starting Date" is August 1st and not the date you received your check.)

The actual payment of benefits cannot begin before the 8th day after you receive this QJSA Notice. Benefits will be paid in one of three forms:

- Lump sum if the value of your benefit is \$5,000 or less;
- Single Life Annuity (with 60-Month Guarantee); or
- 100% Joint-and-Survivor Pension, 75% Joint-and-Survivor Pension, or 50% Joint-and-Survivor Pension.

Lump Sum Payment

The Trustees may distribute the entire value of the benefit to you immediately without regard to any election made by you or your spouse if the value of your benefit is not more than \$1,000. If the value of your benefits is more than \$1,000 (but not more than \$5,000), you can request a lump sum payment and your spouse does not need to consent to the lump sum payment.

Unmarried Participant

As an unmarried Participant, your retirement benefit will be paid as a Single Life Annuity (with 60-Month Guarantee). This is a monthly benefit paid for your life with a guarantee that at least a total of 60 monthly payments will be made to you or on your behalf. Therefore, if you die before you receive at least 60 monthly payments, the remaining payments will be paid to your beneficiary. (For example: You retired and received 54 payments before you died. Based on the guarantee of 60 monthly payments, six more monthly payments will be made on your behalf. Accordingly, your beneficiary will be entitled to receive the six remaining payments. On the other hand, if you died and received 69 payments, no more payments would be due since you received more than the guarantee of 60 monthly payments.)

The 60-Month Guarantee does not apply if the 100%, 75%, or 50% Joint-and-Survivor Pension or Pre-Retirement Surviving Spouse Pension is in effect. It also does not apply to the Special Benefit At Or After Age 65.

Married Payment

As a married Participant, your retirement benefit will be paid as a 75% Joint-and-Survivor Pension, unless you elect the 100% Joint-and-Survivor Pension or the 50% Joint-and-Survivor Pension and your spouse consents to this election. A 100%, 75%, or 50% Joint-and-Survivor Pension is a reduced monthly benefit paid for your life and, upon your death, for your spouse's life in an amount equal to at least 100%, 75%, or 50%, as applicable, of the monthly benefit paid to you. The precise dollar amount of the monthly benefit will depend on the value of your pension, you and your spouse's age at the time benefit payments begin.

The 100%, 75%, and 50% Joint-and-Survivor Pension have a "pop-up" feature. This means that if your spouse pre-deceases you, your monthly pension amount will increase to the amount it would have been had you not elected the 100%, 75%, or 50% Joint-and-Survivor Pension form of payment.

You may elect not to receive your benefits in the form of a 100%, 75%, or 50% Joint-and-Survivor Pension. If you want to waive these forms of payment and elect an optional form of payment, you must make this election during the 180-day period before benefits are due to be paid. However, **your spouse must consent to any waiver of the Joint-and-Survivor Pension**. Your spouse's consent to the waiver must be witnessed by a Notary Public or Plan representative. You may revoke any election made before your benefits commence and your spouse does not need to consent to the revocation. However, a new spousal consent is required for a new waiver. If you cancel the waiver, your benefit will be paid as a 75% Joint-and-Survivor Pension. To elect a form of payment other than the 75% Joint-and-Survivor Pension, you must complete the Joint-and-Survivor Pension Waiver form.

It is important that you and your spouse understand the terms and conditions of the 100%, 75%, and 50% Joint-and-Survivor Pension. Further, attached is a Relative Values Participant Notice that shows you the actuarial present value of each optional form of payment available under the Plan. You will be informed of the approximate amount of your benefits under a Single Life Annuity (with 60-Months Guaranteed), a 100% Joint-and-Survivor Pension, 75% Joint-and-Survivor Pension, and 50% Joint-and-Survivor Pension before your payments begin. You will also receive information regarding the effect on your pension amount if you delay the date your payment starts until your normal retirement age or a later date.

Please contact the Fund Office at (708) 449-9004 if you have any questions.



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RELATIVE VALUE OF BENEFIT PAYMENT OPTIONS

The Plan offers several optional forms of payment to eligible participants, in addition to the normal form of payment. In most cases, these optional forms of payment have relatively the same value as the normal form of payment.

The remainder of this notice explains why you need to know this, what this means, and how this was determined.

What Relative Value Is

Relative value means the actuarial present value of each optional form of payment compared to the actuarial present value of the normal form of payment under a plan. Actuarial values of benefits are determined using:

- Mortality assumptions, which are based on standardized tables developed by actuarial organizations and life insurance companies. Information is analyzed about large groups of people to project the rates at which groups of individuals at different ages are expected to die. These statistical mortality projections are used to develop "average life expectancies."
- Interest assumptions, which estimate the likely investment earnings, over time, of the money put aside to pay benefits. This is important in the determination of actuarial value because investment earnings provide some of the money used to pay benefits.

Relative Values under the Plan

Under the Plan, the normal forms of payment are the:

- Qualified Joint and Survivor Annuity, which is a 75% Joint-and-Survivor Pension with a "pop-up" feature.
- Single Life Annuity with 60-Month Guarantee for single participants.

The optional forms of payment are the:

- 100% Joint-and-Survivor Pension with a "pop-up" feature
- 50% Joint-and-Survivor Pension with a "pop-up" feature
- Single Life Annuity with 60-Month Guarantee for married participants

All optional forms of payment available under the Plan have approximately the same actuarial present value as the normal form.

How Values Are Determined

The valuation and reporting methodologies used are based on IRS regulations, which can be found in Treasury Regulations Section 1.417(a)(3)-1. These methodologies are fairly technical and can be difficult to understand. However, IRS regulations require that we provide this information to you.

The values are calculated, for comparison purposes, assuming the Fund would earn 6.0% interest and that, on average, non-disabled participants and spouses would live as long as predicted under the 1994 Group Annuity Mortality Table (Static), and the 1983 Railroad Retirement Board Disabled Life Mortality Table for disabled participants. We also assumed for married participants that the spouse is the same age as the participant.

What This Means

All optional forms of payment have relatively the same value as the normal form of payment under the Plan. It is, however, important to realize this is not a guarantee or even a prediction of what you will actually be eligible to receive when you retire. The actual value of the different forms of payment will vary depending on how long you and your spouse or beneficiary live and the ages when payments start.

Upon written request, you will be provided with a similar comparison based on your age and estimated benefits of your normal form and any other forms of payment for which you are eligible. You may want to consult a financial advisor when nearing retirement to determine what is right for you.



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DELAYING THE DATE YOUR PENSION STARTS COULD AFFECT YOUR BENEFIT AMOUNT

Although you have applied for a distribution of your accrued benefits earned under the Plan, the law requires that we advise you of your right to postpone a distribution until a later time and the consequences if you choose to take your distribution now rather than deferring it to a later date.

Normal Retirement Pension

If you are a Plan Participant who retires after July 1, 2019, at age 60 with 5 Pension Credits or 5 Years of Vesting Service, you are eligible for an unreduced Regular Retirement Pension, as explained in your Summary Plan Description (SPD). The Regular Retirement Pension is based on your number of Pension Credits and the applicable accrual rate for the period they were earned. An example of how to estimate monthly pension benefits is in your SPD.

Early Retirement Pension

If you retire between age 55 and 60 with at least 10 Pension Credits or 10 Years of Vesting Service, you may be eligible for a reduced Early Retirement Pension, as explained in your SPD. Your Early Retirement Pension amount is the percentage of your Regular Retirement Pension Amount reflected for your age on the effective date of your Early Retirement Pension. The SPD contains the Early Retirement Pension Adjustment for Retirement on and after January 1, 2017.

Example of an Early Retirement Pension:

Jason has 15 Pension Credits, an estimated accrued benefit of \$2,000, and plans to retire on an Early Retirement Pension at age 57 years and two months. Because Jason is retiring before age 60, his Early Retirement Pension is \$1,420 (71% of the amount he would receive if he retired on a Regular Retirement Pension).

If you **delay** starting your pension and continue to work, your pension will increase because you are (1) earning additional benefits, and (2) the closer you are to age 60, you will receive a higher percentage of your Regular Retirement Pension.

Pension after Normal Retirement Date

If you delay starting payment of your pension until after your Normal Retirement Age, your payment will be actuarially increased for each month after your Normal Retirement Age that you do not receive your pension payment and you are not in disqualifying employment as described in your SPD.

If you have any questions about this information, please review your SPD or contact the Fund Office at (708) 449-9004.



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SUMMARY OF SUSPENSION OF BENEFITS RULES

The Trustees of the Local Union No. 9, I.B.E.W. and Outside Contractors Pension Fund is required to give this notice to all participants upon retirement and from time to time as changes are made to the suspension of benefit rules.

As you know, the Plan only pays benefits to employees who retire and apply for them. This notice explains that the Plan does not pay benefits as long as you work in employment, defined as **disqualifying** as explained below.

WORK BEFORE NORMAL RETIREMENT AGE (GENERALLY BEFORE AGE 65)

After you retire, your monthly benefit will be suspended for any month in which you are employed in **disqualifying employment**.

Disqualifying Employment for the period before Normal Retirement Age (generally age 65) means, in any geographical area:

- Employment with an employer in a job classification of the type specified in any collective bargaining agreement between an employer required to contribute to the Plan and the union;
- Employment or self-employment in work regularly performed by an electrical worker or by an outside electrical workers;
- Any work under the jurisdiction of the International Brotherhood of Electrical Workers; or
- Self-employment in the same or related business as any Employer, which includes:
 - Members of the Middle States Electrical Association of the City of Chicago;
 - Employers who have agreements with the Union that require them to contribute to the fund;
 - Employers who do not have agreements with the Union but acknowledge the Union as the collective bargaining agreement representative of the employees performing the type of work specified under the Collective Bargaining Agreement between the Union and the association;
 - The Local Union No. 9, I.B.E.W. and Outside Contractors Apprentice Fund; and
 - The Local Union No. 9, I.B.E.W.

WORK AFTER NORMAL RETIREMENT AGE

If you have attained Normal Retirement Age, your monthly benefit will be suspended for any month in which you work in **disqualifying employment**.

Disqualifying Employment for the period after Normal Retirement Age (generally 65) means employment or self-employment that is in an industry and geographic area covered by the Plan when your retirement began and in any occupation in which you worked under the Plan at any time or any occupation covered by the Plan when your retirement began. However, if you worked in covered employment only in a skilled trade or craft (i.e. an electrician), employment or self-employment will be disqualifying only if it is in work that involved the skills or the skills of that trade or craft directly or indirectly in the case of supervisory work. In any event, any work for at least 40 hours in a month for which contributions are required to be made to the Plan is disqualifying.

If you start work of any type that is or may be **disqualifying** under the provisions of the Plan, without regard to the number of hours of such work:

- You must notify the Trustees, in writing, within 15 days.
- Your pension will be suspended for the months in which you work in disqualifying employment for 65 or more hours of service in a calendar month after attaining your Normal Retirement Age or for any number of hours of service in a calendar month before you attain Normal Retirement Age.

You must notify the Trustees, in writing, when your **disqualifying** employment has ended. Your payment will be suspended until you notify the Fund Office that you have stopped working in disqualifying employment.

SUSPENSION OF BENEFITS BEFORE NORMAL RETIREMENT AGE

The monthly benefit shall be suspended for any month in which the Participant is employed in Disqualifying Employment before he has attained Normal Retirement Age. "Disqualifying Employment" for the period before Normal Retirement Age 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 shall be no limit to the geographic area for Disqualifying Employment described above.



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SUSPENSION OF BENEFITS PLAN LANGUAGE

SUSPENSION OF BENEFITS AFTER NORMAL RETIREMENT AGE

If the Participant has attained Normal Retirement Age, his monthly benefit shall be suspended for any month in which he worked or was paid for at least 40 hours in Disqualifying Employment. After attainment of Normal Retirement Age, "Disqualifying Employment" means employment or self-employment that is in an industry covered by the Plan when the Participant's retirement began, in the geographic area covered by the Plan when the Participant's retirement began, and in any occupation in which the Participant worked under the Plan at any time or any occupation covered by the Plan at the time the Participant's retirement began. However, if a Participant worked in Covered Employment only in a skilled trade or craft, that is, an electrician, employment or self-employment shall be disqualifying only if it is in work that involves the skills or skills of that trade or craft 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 shall be disqualifying.

The term "industry covered by the Plan" means the electrical or any building trades industry in which Employees covered by the Plan were employed when the Participant's retirement began or, but for suspension under this Article, would have begun. The term "geographic area covered by the Plan" means the State of Illinois plus the remainder of any Metropolitan Standard Statistical Area which falls in part within Illinois, and any other area in which Covered Employment was performed when the Participant's retirement began or, but for suspension under this Article, would have begun. The geographic area covered by the Plan shall also include any area covered by a plan which, under a reciprocal agreement in effect when the Participant's retirement began, had forwarded contributions to this Plan, on the basis of which this Plan accrued benefits for the Participant.

If a retired Participant re-enters Covered Employment to an extent sufficient to cause a suspension of benefits, and his pension payments are subsequently resumed, the industry and geographic area covered by the Plan shall be the industry and geographic area covered by the Plan when his pension was resumed.

Paid non-work time shall 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 shall not be counted.

Notwithstanding any other provision of this Section, as of April 1 of the Calendar Year following the year in which a Participant attains age 70½, no employment will be considered Disqualifying Employment with respect to such Participant.

WHAT A SUSPENSION IS

"Suspension of Benefits" for a month means non-entitlement to benefits for the month. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recovered through deductions from future pension payments.

NOTICE OF SUSPENSION

Upon commencement of pension payments, the Trustees shall notify the Pensioner of the Plan rules governing suspension of benefits. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Participant if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.

A Participant shall notify the Plan in writing within 15 days after starting any work of any type that is or may be disqualifying under the provisions of the Plan and without regard to the number of hours of such work (that is whether or not less than 40 hours in a month). If a Pensioner has worked in Disqualifying Employment in any month and has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he worked for at least 40 hours in such month and any subsequent month before the Participant gives notice that he has ceased Disqualifying Employment. The Participant shall have the right to overcome such presumption by establishing that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits.

If a participant worked in Disqualifying Employment for any number of hours for a contractor at a building or construction site and he has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he has been engaged in such work for as long as the contractor has been and remains actively engaged at that site. The Participant shall have the right to overcome such presumptions by establishing that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits.

A Pensioner whose pension has been suspended shall notify the Plan when Disqualifying Employment has ended. The Trustees shall have the right to hold back benefit payments until such notice is filed with the Plan.



A Participant may ask the Plan whether a particular employment will be disqualifying. The Plan shall provide the Participant with its determination.

The Plan shall inform a Participant of any suspension of his benefits by notice given by personal delivery or first class mail during the first calendar month in which benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, a copy of the relevant provisions of the Plan, a reference to the applicable regulations of the Department of Labor, and a statement of the procedure for securing a review of the suspension.

REVIEW OF SUSPENSION

A Participant shall be entitled to a review of a determination suspending his or her benefits by written request filed with the Trustees within 60 days of the notice of suspension.

The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees, that contemplated employment will be Disqualifying Employment.

RESUMING BENEFIT PAYMENTS

Benefits shall resume as of the first day of the calendar month succeeding the latter to occur of the following:

- The date the Participant returns to retirement.
- The date upon which a proper notice for reinstatement of pension benefits is filed.

Overpayments attributable to payments made for any month or months for which the Participant had Disqualifying Employment shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after attained Normal Retirement Age shall not exceed 25% of the pension amount (before deduction), except that the Plan may withhold up to 100% of the first pension payment made upon resumption after a suspension. If a Participant dies before recovery of overpayments has been completed, deductions shall be made from the benefits payable to his or her Beneficiary or Spouse, subject to the 25% limitation on the rate of deduction.

If the Pensioner is younger than Normal Retirement Age, 100% of his monthly pension payments shall be withheld under the overpayments are recouped or, if earlier, until Normal Retirement Age, at which time the 25% deduction shall apply.

BENEFIT PAYMENTS FOLLOWING SUSPENSION

A Pensioner who returns to Covered Employment and earns a Year of Vesting Service shall be entitled to a re-computation of his pension amount based on his additional Pension Credit upon subsequent retirement. If a Pensioner retired on a pension payable before his Normal Retirement Age and his pension benefits were suspended for at least three months, his pension amount will be adjusted for his age (up to Normal Retirement Age) when his pension payments are resumed.

If a Pensioner who retired on a pension payable before his Normal Retirement Age (except a Disability Pension) and returns to work in Disqualifying Employment, upon resumption of his pension he shall have his Pension amount as determined in accordance with Subsection 6.09(a) reduced by the Actuarial Equivalent of the previous Pension payments made to the Pensioner during his retirement. Overpayments will be recovered in accordance with Paragraph 6.08(f)(ii).

For the purpose of this Subsection, the Actuarial Equivalent is determined by dividing the amount of a Pensioner's previous pension payments received before Normal Retirement Age by the factor appropriate to his age upon resumption of his pension as shown in Appendix D.

If the monthly benefit resulting from the deduction of the actuarial equivalent of payments received prior to Normal Retirement Age is less than the previous pension amount payable to the Pensioner before Normal Retirement Age, the amount payable upon resumption of his pension will be equal to the previous pension amount payable before Normal Retirement Age.

The amount determined under the above paragraphs shall be adjusted for the Joint-and-Survivor Pension or any other optional form of benefit in accordance with which the benefits of the Participant and any contingent annuitant or Beneficiary are payable.

A Joint-and-Survivor Pension in effect immediately prior to suspension of benefits and any other benefit following the death of the Pensioner shall remain effective if the Pensioner's death occurs while his benefits are in suspension.

If a Pensioner returns to Covered Employment after originally retiring prior to Normal Retirement Age and earns additional Pension Credit, his entire benefit is subject to a new Joint-and-Survivor Pension election in accordance with the provisions of Article V; provided however, that the first election on or after Normal Retirement Age shall apply for any subsequent accrual earned.

