I.B.E.W. Local 701 Electrical Workers General Pension Fund

Summary Plan Description

2013 Edition

I.B.E.W. Local 701 General Pension Fund

28600 Bella Vista Parkway, Suite 1110
Warrenville, IL 60555
[t] 630-393-1701
www.ibew701fbo.com

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INTRODUCTION

Your pension benefit can be a significant part of your retirement income. The amount of your pension benefit is generally based on the number of years you work for an Employer that contributes to the Plan on your behalf. Generally, the longer you work for a Contributing Employer, the greater your pension. The Plan offers:

- Pensions at various retirement ages;
- Different ways in which your pension can be paid;
- Disability benefits; and
- Death benefits.

> The provisions described in this booklet apply only to persons who begin to receive pensions or other benefits on and after June 1, 2013. Except as otherwise provided, pensions or benefits that began before June 1, 2013, as well as deferred vested benefits of former Employees who incurred a separation from Covered Employment before June 1, 2013, are determined in accordance with the provisions of the Plan in effect at the time of the most recent separation from Covered Employment.

This booklet replaces and supersedes any prior explanation booklets, but it does not replace or supersede the official, legal Plan Document. This Summary Plan Description (SPD) has been prepared to give you an overview of the Pension Plan and to help you make decisions about retirement. In addition, there is a glossary at the end of the booklet, which defines terms used throughout the SPD.

Please keep this booklet in a safe place. If you are married, share this booklet with your spouse. Also, if you move, be sure to notify the Fund Office of your new address. Contact the Fund Office if you have any questions about your Pension Plan.

> *Only the full Board of Trustees is authorized to interpret the Plan described in this booklet. No Employer or Union representative is authorized to interpret this 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 this Plan whenever, in their judgment, conditions so warrant.*

PENSION PLAN HIGHLIGHTS

Becoming a Participant	You become a Participant in the Plan on the earliest January 1 or July 1 after you: ■ Complete a 12-month period as an Employee; and ■ Work at least 500 Hours of Work during that time.
Earning Vesting and Pension Credits	Vesting Service ■ Vesting Service determines your right to a pension. ■ Generally, you earn one Year of Vesting Service for each calendar year during the Contribution Period in which you complete at least 500 Hours of Work. ■ You earn a right to a pension benefit once you are "vested" in the Plan. You become vested once you complete 5 Years of Vesting Service (or reach Normal Retirement Age, if earlier). Pension Credits ■ Pension Credits are used to determine the amount of your pension benefit and your eligibility for certain types of pension benefits. ■ Generally, you earn one Pension Credit for each calendar year in which you complete at least 500 Hours of Work.
Receiving a Pension When You Retire	■ A Regular Pension is available as early as age 62 with 10 Pension Credits, if you work in Covered Employment for at least 500 hours in a calendar year after you reach age 53 as described on page 16. ■ An Early Retirement Pension is available as early as age 55 with 10 Pension Credits if you meet the other requirements for an Early Retirement Pension as described on page 18. ■ A Deferred Pension is generally available at Normal Retirement Age if you leave Covered Employment and you are vested. A Deferred Pension may be taken as early as age 55 with 10 Pension Credits, as described on page 20. ■ If you become totally and permanently disabled, you may qualify for a Disability Pension if you have at least 5 Pension Credits, worked in Covered Employment for at least 500 hours in the calendar year you became disabled or the preceding calendar year, and are totally and permanently disabled as described on page 19. ■ The applicable benefit rate, your period of employment, and your Employer contributions determine the amount of your pension benefit.
Choosing How Your Pension is Paid	■ If you are not married, your pension is generally paid as a Single Life Pension. ■ If you are married, your pension is generally paid as a 50% Husband-and-Wife Pension; however, you may elect a 75% Husband-and-Wife Pension or an optional form of payment with your spouse's consent. ■ The Plan also offers an optional Lump Sum Readjustment Allowance and Level Income Option forms of payment. ■ If the total value of your benefit is $5,000 or less, your benefit will be paid as a Lump Sum Payment.

In the Event of Your Death	■ If you die before your pension payments begin, your spouse or beneficiary may be eligible for a Pre-Retirement Surviving Spouse Pension and/or Pre-Retirement Death Benefit. ■ If you die after your pension payments begin and you were receiving your pension in the form of a: • Single Life Pension, Single Life Pension and Lump Sum Readjustment Allowance, or Single Life Pension and Level Income Option, no further benefits are paid. • 50% or 75% Husband-and-Wife Pension or 50% or 75% Husband-and-Wife Pension and Lump Sum Readjustment Allowance, your surviving spouse receives 50% or 75%, as applicable, of your monthly pension for the rest of his or her life. • 50% or 75% Husband-and-Wife Pension and Level Income Option, your spouse will receive 50% or 75% as applicable of your original (before the adjustment for the Level Income Option) monthly pension for the rest of his or her life. • Lump Sum Payment (if the value of your benefit was less than $5,000), no further benefits are payable. • Your spouse or beneficiary may also be eligible for a post-retirement death benefit.

BEGINNING WORK

Becoming a Participant

As a Participant in the Pension Plan, you are eligible to earn Pension Credits and Vesting Service. Generally, you become a Participant in the Plan on the earliest January 1 or July 1 after you complete a 12 consecutive month period beginning with your employment commencement date during which you work at least 500 Hours of Work. If you fail to work at least 500 Hours of Work during that period, you will become a Participant following any subsequent calendar year in which you work at least 500 Hours of Work.

Covered Employment

Work performed during the Contribution Period for an Employer who contributes to the Pension Fund in a job covered by a written Agreement with the Union.

Example

Cal starts working on April 1, 2013, and completes 500 Hours of Work before April 1, 2014. Cal becomes a Participant on July 1, 2014.

Hours of Work

An Hour of Work is each hour for which you are paid or entitled to be paid by your Employer, including back pay. Hours of Work also include your Continuous Employment with the same Employer even if part of that work is not in a job covered by a Collective Bargaining Agreement. Hours of Work in Continuous Employment may be used toward earning Vesting Service.

If you earned Pension Credits and Vesting Service for work performed before you became a Participant, those hours may be credited retroactively once you become a Participant.

Employee

Any employee who works for an Employer who pays contributions to the Pension Fund as required by a Collective Bargaining Agreement.

Earning Vesting Service

You earn a right to a pension benefit once you are "vested" in the Plan. You become vested once you complete 5 Years of Vesting Service (or reach Normal Retirement Age, if earlier). Otherwise, Years of Vesting Service earned before a permanent break in service will not be counted in determining your eligibility for a Deferred Pension.

Generally, you earn one Year of Vesting Service for each calendar year *during* the Contribution Period in which you complete at least 500 Hours of Work. For information about earning Vesting Service before December 31, 1971, contact the Fund Office.

Hours of Work

Each hour for which you are paid or entitled to be paid by a Contributing Employer for the performance of duties, including back pay. However, if you work for a Contributing Employer in a job not covered by this Plan, that non-Covered Employment will also be counted as Hours of Work under the Plan if it is continuous with (immediately before or after) Covered Employment with that same Employer.

Earning Pension Credits

Pension Credits are used to determine the amount of your pension benefit. They are also used to determine eligibility for certain types of pension benefits. You earn Pension Credits under the Plan as follows:

- *On and after January 1, 1972:* You earn one Pension Credit for each calendar year in which you complete at least 500 Hours of Work.
- *From June 1, 1971, through December 31, 1971:* You earn one Pension Credit if you complete at least 291 Hours of Work during this seven-month period.
- *From June 1, 1961, through May 31, 1971:* You earn one Pension Credit for each year (June 1 through May 31) during which you perform the majority of your work in the electrical industry under the jurisdiction of I.B.E.W. Local 701.
- *Before June 1, 1961:* Pension Credits cannot be earned before June 1, 1961.

You may also earn Pension Credits for certain non-work periods due to disability and military service.

Generally, you earn one Year of Vesting Service for each calendar year during the Contribution Period in which you complete at least 500 Hours of Work.

Example

In 2013, Joe worked 1,000 Hours of Work. At the end of 2013, Joe was credited with one Pension Credit because he worked at least 500 Hours of Work in the 2013 calendar year.

Pension Credits for Periods of Disability

If you have earned at least one Pension Credit during the Contribution Period (after May 31, 1971), you may receive additional Pension Credits if you are absent from Covered Employment due to a disability. Pension Credits will be granted if you are:

- Disabled and your disability is confirmed by evidence satisfactory to the Board of Trustees; and
- Unable to perform work in Covered Employment because of your disability.

If, however, you are disabled due to drug addiction, chronic alcoholism, intentional self-inflicted injury, or because you were engaged in an act of crime, you will not receive Pension Credit during your disability. In addition, you will not be entitled to receive non-work Pension Credits while receiving any pension under this Plan.

You will be credited with 20 non-work hours for each week you are absent from Covered Employment because of disability.

Rules often differ for work performed *during* the Contribution Period (beginning June 1, 1971, when Employers were first required to contribute to the Fund on the Participants' behalf) and for work performed *before* the Contribution Period.

Military Service

In addition to your Hours of Service, you may also receive Vesting Service and Pension Credits for qualified military service under the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.

If you re-enter Covered Employment on or after December 12, 1994, you will be credited with Hours of Service during your service in the Uniformed Services. You will be credited with Hours of Service based on your average contribution rate for all

You will **not** receive Vesting Service or Pension Credits for your military service if separation from the Uniformed Services was under dishonorable conditions.

completed calendar months in the calendar year you left Covered Employment to enter the military. If you did not have any completed months in the calendar year, then the preceding calendar year will be used to calculate the average. The hours of contributions will be based on the average number of hours in Covered Employment you worked for all completed calendar months in the calendar year you enter the military, up to 1,750 hours each calendar year. Any additional Pension Credit will be granted as required by federal law.

You must notify your Employer and the Plan before you enter the military and after you return from service. Contact your Employer or the Fund Office for additional information.

To receive Vesting Service and Pension Credits for your time in military service, the service must be qualified military service (as defined in the Plan) and you must meet all requirements of USERRA, including honorable discharge, and reemployment or availability for employment within 90 days of discharge or after recovery from military service disability or as specified by USERRA.

If you die while in qualified military service, the Plan will treat you as if you had returned to covered employment before your death. This provision is effective for deaths occurring on or after January 1, 2007. You will be entitled to any additional benefits, such as survivor benefits, that are available to any Participant who dies while still an active Employee. Survivor benefits may include the Pre-Retirement Death Benefit and the Pre-Retirement Surviving Spouse Benefit (if you are married).

LEAVING WORK

If your employment is interrupted *before* you are vested, you may lose your accumulated Vesting Service and Pension Credits. However, once you are vested, you will not lose your accumulated Vesting Service and Pension Credits. Certain interruptions may not result in a break in service. The break in service rules vary depending upon when the break occurs, as outlined below.

A one-year break in service occurs if you do not complete at least 435 Hours of Work in any calendar year.

In general, you incur a permanent break in service if you have five consecutive one-year breaks in service.

Please contact the Fund Office for more information about breaks in service.

Breaks in Service

There are two types of breaks in service:

- One-year break in service; and
- Permanent break in service.

One-Year Break in Service

A one-year break in service is temporary and can be repaired. A one-year break in service occurs if you do not complete at least 435 Hours of Work in any calendar year. You can repair a break in service and restore your previous Vesting Service and Pension Credits if you subsequently earn a Year of Vesting Service before incurring a permanent break in service.

Permanent Break in Service

If you incur a permanent break in service before you are vested, you will lose your Years of Vesting Service and Pension Credits.

On and After January 1, 1986

On and after January 1, 1986, you incur a permanent break in service if you have five consecutive one-year breaks in service.

Example: Break in Service on and After January 1, 1986

Suppose Chris has the following work record:

Year	Hours of Work in Covered Employment	Years of Vesting Service	One Year Break in Service
1	1,650	1	0
2	1,200	1	0
3	300	0	1
4	0	0	1
5	0	0	1
6	0	0	1
7	0	0	1
Total	**3,150**	**2**	**5**

Example: Break in Service on and After January 1, 1986

At the end of year 7, Chris has two Years of Vesting Service and five consecutive one-year breaks in service. Chris incurs a permanent break in service at the end of Year 7 (the fifth one-year break); because he has five consecutive one-year breaks in service. Therefore, his previous Years of Vesting Service, Pension Credits, and total contributions are cancelled.

Suppose, Chris returned to employment in year 7 and completed 500 Hours of Work, and his work record is:

Year	Hours of Work in Covered Employment	Years of Vesting Service	One Year Break in Service
1	1,650	1	0
2	1,200	1	0
3	300	0	1
4	0	0	1
5	0	0	1
6	0	0	1
7	500	1	0
Total	**3,650**	**3**	**4**

In this example, Chris returned to work in year 7 and his consecutive one-year breaks were less than five. By returning to Covered Employment and working 500 Hours of Work in year 7, his participation, Pension Credits, Years of Vesting Service, and contributions are reinstated.

Between January 1, 1976, and December 31, 1985, you incur a permanent break in service when your consecutive one-year breaks equal or exceed your Years of Vesting Service.

January 1, 1972, through December 31, 1975

Between January 1, 1972, and December 31, 1975, you incur a permanent break in service if you do not earn a Pension Credit in any calendar year. However, if you retire after January 1, 1996, and have worked at least 500 hours in Covered Employment during a calendar year on or after January 1, 1980, your pre-1976 Pension Credits and Vesting Service will be subject to the January 1, 1976, through December 31, 1985, permanent break in service rules described above.

Grace Periods

You must notify the Trustees if you will be absent due to any of the non-work periods listed in this section.

Certain non-work periods may be considered as grace periods to avoid a break in service. A grace period is a period that will not be counted in determining a break in service. These periods are exceptions if you do not earn 500 Hours of Work in a calendar year. You must submit sufficient and timely information so the Trustees can establish that your absence from work is due to one of the reasons listed below. The following periods are considered grace periods under the Plan.

Parenting Leave

You will not incur a break in service if you were absent from work due to:

- Your pregnancy;
- Childbirth, adoption, or temporary placement before an adoption; or
- Child care immediately following childbirth or placement.

You will be credited with the Hours of Work that you would have otherwise earned (or up to eight hours per day) if you were not absent from employment, up to a maximum of 501 Hours of Service. The Hours of Work will be credited only in the calendar year when the absence begins or immediately following the calendar year to prevent a break in service. These Hours of Service will be credited solely for determining whether a one-year break in service has occurred.

Family and Medical Leave Act (FMLA)

Any leave granted under the Family and Medical Leave Act (FMLA), for up to 12 weeks, will not be counted toward a break in service for the purposes of determining eligibility, Vesting Service, and Pension Credit.

Military Leave

Time spent in qualified military service will be considered Hours of Service to prevent a break in service. See page 5 for more information about military service.

Disability

If you are totally disabled based on medical evidence, you will not incur a break in service because of that disability. You must provide written notice of your disability to the Trustees.

Deferred Pension

If you leave Covered Employment and meet the eligibility requirements, you may be eligible for a Deferred Pension. For information about this benefit, refer to page 20.

GETTING MARRIED OR DIVORCED

Your pension benefits may be affected when you marry or divorce as explained in this section. These events may also affect benefits other than your pension benefits. Contact the Fund Office for more information.

Qualified Spouse

A qualified spouse is someone you are legally married to for at least a year before the date:

- Of your death; or
- Your pension begins.

A qualified spouse is also someone who is required to be treated as a spouse or surviving spouse under a Qualified Domestic Relations Order (QDRO).

Marriage

Before Retirement

If you are married while you are working, your qualified spouse becomes your beneficiary for any Plan benefits you earn. If you die before your pension benefit begins, your qualified spouse may be eligible to receive a Pre-Retirement Surviving Spouse Pension or a Pre-Retirement Death Benefit. See page 33 for more information about these benefits.

A qualified spouse is someone you are legally married to for at least a year:

- Before the date of your death; or
- Before the date your pension begins.

A qualified spouse is also someone who is required to be treated as a spouse or surviving spouse under a Qualified Domestic Relations Order (QDRO).

After Retirement

Your pension benefit is not affected when you marry *after* you have begun to receive a pension benefit. It is not affected because once you begin to receive a pension benefit; you cannot change the form of payment you are receiving. Your new spouse will not qualify for a 50% or 75% Husband-and-Wife Pension; however, he or she may be eligible for a death benefit. See page 35 for more information.

Divorce

Qualified Domestic Relations Order (QDRO)

A court order entered in a domestic relations proceeding, such as a divorce that requires payments from your benefits to your former spouse or dependent(s).

If you divorce (whether before or after Retirement), your spouse may be entitled to receive a portion of your pension benefit in accordance with the terms of a Qualified Domestic Relations Order (QDRO). Under the terms of a QDRO, certain payments could be made from your benefits to pay alimony, child support, or marital property rights of your former spouse, child, or other dependent. If you divorce, you must contact the Fund Office to ensure your benefits are paid properly.

A QDRO may affect the amount of pension benefit you will receive or are receiving. If you have questions about QDROs, please contact the Fund Office.

PREPARING FOR RETIREMENT

Thinking About Retirement

Preparing for your retirement takes planning. Regardless of your retirement plans, you will want to be financially comfortable. To maintain your current standard of living during retirement, *experts say you may need between 70% and 80% of your pre-retirement income*.

Example

Jordan plans to retire soon and currently earns $45,000 a year. According to experts, Jordan will need about $33,750 a year (75% of $45,000) to maintain his current lifestyle after he retires.

Retirement income generally comes from three sources: Social Security, personal savings, and pension benefits. Understanding how all three of these sources work can help you plan for a financially secure retirement.

The information in this section is designed to help you think about what you may need during retirement.

Retirement Checklist

Consider these questions to help you estimate expenses you may incur during retirement.

During your retirement years...

- Do you plan to travel?
- Will your home be paid for?
- Will your household expenses be lower (children living on their own, smaller home, etc.)?
- When do you plan to begin your Social Security benefit? How much will it be?
- Will your hobbies require increased spending?
- Will you be responsible for the care of your or your spouse's parents?
- Will you have sufficient health insurance to cover your medical and prescription drug expenses?

Your Social Security Benefit

Here are a few facts about Social Security benefits to keep in mind:

- Social Security benefits will not change your pension benefits. Your pension benefit from this Plan, and any other plans (excluding offset plans) from which you may receive a pension benefit, are ***in addition*** to any benefits you or your spouse may receive from Social Security.
- Social Security benefits replace a higher percentage of income for retiring Participants at lower pay levels. A retiring Participant with annual earnings of $35,000 could expect Social Security to replace approximately 33% of pre-retirement income. Reaching the 70% to 80% income replacement levels will require help from the Participant's pension benefits and personal savings.
- The government has gradually increased the Social Security full retirement age for people born after 1937. Full retirement age is the age at which you can collect full retirement benefits from Social Security without any reduction for early retirement. For example, if you were born in 1960 or later, full Social Security benefits will be payable to you at age 67—not age 65. If you are planning to retire before your Social Security full retirement age, you will receive a reduced Social Security benefit (unless you wait to receive Social Security). Retirement benefits from Social Security are not payable before age 62.

Social Security Full Retirement Age	
Year of Birth	**Full Retirement Age**
1937 or Earlier	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 – 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or Later	67

Your Social Security Benefits Estimate

You receive an estimate of your Social Security benefits from the Social Security Administration each year or you can obtain an estimate at any time by contacting the Social Security Administration.

You should check your earnings record to be sure you receive the correct Social Security benefits in the future. The Social Security Administration has also developed retirement planning aids that you may access at www.ssa.gov

To receive an estimate of your Social Security benefits, contact the Social Security Administration at www.ssa.gov

The remainder of this section explains the process for receiving your pension benefit.

Applying for Your Pension Benefit

Three things need to happen before you are eligible to start your pension benefit:

- You must apply for benefits;
- The Trustees must approve your application; and
- You need to stop working in Covered Employment.

You should file a completed application form and supporting documentation with the Fund Office before you want your pension payments to begin. Your application for a pension must be in writing on a form provided by the Fund Office. Your spouse or other beneficiary must apply in the event of your death. Return the completed application to the Fund Office.

The Fund Office must have your current address on file at all times. This helps ensure that you receive important correspondence.

If you or your beneficiary does not notify the Fund Office if you move and a certified letter is returned, any payments due will be held without interest until a claim is made.

Pension payments generally begin on the first day of the month following the date your pension application is approved. Please file your pension application in advance of the month you want pension payments to begin. Payments of benefits may not be delayed later than 60 days after the:

- End of the calendar year in which you reach Normal Retirement Age;
- End of the calendar year in which you retire;
- Date you file a claim for benefits; or
- Date the Trustees were first able to determine your entitlement to or the amount of, the pension.

To receive benefits, you must apply for your pension benefit **at least 30 days but not more than 180 days before** you want pension payments to begin. To receive an application form, contact the Fund Office.

You may elect in writing to postpone your benefits; however, you must begin receiving pension benefits by your required beginning date, which is the April 1 of the calendar year following the calendar year in which you reach age 70½. If you can be located and you have not filed a claim for benefits, the Trustees will begin payment of your benefits on your required beginning date.

Whenever administratively possible, you will receive a decision from the Board of Trustees on your claim for benefits within 90 days (45 days for a Disability Pension), unless special circumstances require an extension of time for processing. If an extension is required, you will receive written notice of the extension within the initial determination period. The extension notice will include the reasons for the extension and the date by which a decision will be made. The extension of time will not exceed 90 days (45 days for a Disability Pension) after your application is received.

You (or your beneficiary) may need to submit written documentation with your pension application, such as:

- Proof of your age and your spouse's age, if applicable;
- Your and your spouse's Social Security numbers;
- Your current address;
- Marriage certificate, if applicable;
- Death certificate, if applicable; and
- Divorce decree, if applicable.

The Trustees will rely on the information you provide.

If Your Application is Denied

If you disagree with a denial or benefit amount, you may appeal the decision in writing (along with any supporting documentation) within 60 days (180 days for a Disability Pension) of the date you receive the denial notice. The appeal should be sent to the Board of Trustees at the Fund Office.

If your claim is denied, you will receive a written statement, which will include:

- The reason(s) for the denial;
- Reference to all related provisions of the Plan or other documents used to make the decision;
- A description of additional information needed to reconsider your application and why the information is needed;
- A statement of your right to bring a civil action under ERISA Section 502(a);
- A detailed explanation of the steps you can take to appeal the decision; and
- A copy of any internal rule, guideline, protocol, or similar criteria that was relied on, or a statement that a copy is available to you at no cost upon request, for a Disability Pension application.

If your application for benefits is denied, you (or your authorized representative) have the right to:

- Submit additional proof of entitlement to benefits; and
- Examine any Plan documents that are related to your application.

The Trustees may require you to submit additional written information, or to appear before the Trustees for an oral examination, or both. If you are required to appear before the Trustees, the hearing will be held at the next regular Trustees' meeting or at a time determined by the Trustees with reasonable notice of the date and place given to you. After a full and fair review, the Trustees will send you a written notice of their decision within 60 days (45 days for a Disability Pension) after your appeal is received, or 120 days (90 days for a Disability Pension) under special circumstances, but no later than 120 days after your request for review is received. You will receive written notice of the extension before the extension begins, and for Disability Pension claims, within the 45-day period.

In many cases, disagreements about benefit eligibility or amounts can be handled informally by calling the Fund Office. If a disagreement is not resolved, there is a formal procedure you can follow to have your application reconsidered.

The appeal decision will:

- Contain the reason(s) for the decision;
- Refer to specific Plan provisions on which the decision is based;
- Notify you of your right to access and copy (free of charge) all documents, records, and other information relevant to your application;
- Notify you of your right to bring a civil action under ERISA Section 502(a); and
- Notify you of additional voluntary appeal procedures offered by the Plan, if any.

The decision will be written in a clear and understandable manner and will include the specific reasons for the decision. You must exhaust the Plan's procedures for review of a denial of benefits before you may bring a lawsuit or other administrative action for benefits. The Trustees' decision is final and binding on all parties to the decision.

Benefit Payment to an Incapacitated Person

If the Trustees determine that a person is unable to care for his or her affairs due to a mental or physical incapacity, the Trustees may make payment directly for the person's support, maintenance, and welfare. In addition, the Trustees may make payment to your legal guardian, committee, or legal representative or, in their absence, to any blood relative or connection by marriage the Trustees consider entitled to receive them on your behalf.

The Trustees have no obligation to ensure the funds are used or applied for any purpose. In no event does this mean, however, that you can assign any claim you may have against the Pension Plan or the Board of Trustees to another person, party, or entity, unless, before payment, a claim has been made by a legally appointed guardian, committee, or other legal representative appropriate to receive the payments on your or your beneficiary's behalf.

Former Health Care Pension Benefit and Special Supplement

Before June 1, 1998, the Plan included a Health Care Pension and Special Supplement to help pay for some retiree health care costs. However, effective June 1, 1998, retiree health benefits began being funded through the Welfare Fund and therefore no additional Health Care Pension or Special Supplement benefits were accrued under the Pension Plan. Any Health Care Pension or Special Supplement that you earned before June 1, 1998, will be paid to you when you retire with the intent that you use it to purchase retiree health care. Please note that any Health Care Pension is available as a Single Life Pension or, for married Participants, as a 50% or 75% Husband and Wife Pension. If you are eligible for this benefit, contact the Fund Office for more information.

RECEIVING A PENSION

There are five types of pensions available:

- Regular Pension;
- Normal Retirement Age Pension;
- Early Retirement Pension;
- Disability Pension; and
- Deferred Pension.

If you are eligible for more than one type of pension from the Plan, you will receive the pension that provides you the greatest benefit. You may receive only one type of pension from the Plan (excluding a Disability Pension in certain instances).

A number of factors are taken into account in calculating the amount of a pension, such as your age, marital status, the number of Pension Credits you earn before the Contribution Period, and the amount of contributions made to the Fund on your behalf during the Contribution Period.

Normal Retirement Age is:

- Age 65 if you have 5 years of Plan participation; or
- Your age on your fifth anniversary of Plan participation.

Regular Pension

You are eligible to retire with a Regular Pension if you:

- Are at least age 62;
- Have at least 10 Pension Credits (including at least one Pension Credit earned during the Contribution Period); and
- Work at least 500 hours in Covered Employment in a calendar year after reaching age 53.

Amount

To calculate the amount of your Regular Pension, contributions made on your behalf are multiplied by the applicable multiplier. If you have a break in Covered Employment or earned past service (service before the Contribution Period), special rules may apply to how your benefit is calculated. Contact the Fund Office for more information.

If you earned Pension Credits for service before June 1, 1971, you may receive an additional amount ($2 x Pension Credits earned before June 1, 1971); please contact the Fund Office for more information.

To calculate your monthly Regular Pension benefit, follow these steps:

Step 1: *For service between June 1, 1971, and May 31, 2005:* Multiply the amount of contributions subject to the multiplier made on your behalf during this period by 4.5%.

Step 2: *For service between June 1, 2005, and May 31, 2010:* Multiply the amount of contributions subject to the multiplier made on your behalf during this period by 3.5%.

Step 3: *For service on and after June 1, 2010*: Multiply the amount of contributions subject to the multiplier (currently $1.95 based on a Journeyman's pay rate) made on your behalf during this period by 3.0%.

Step 4: *Add the amounts calculated in Steps 1, 2, and 3 above.* Note that this amount may be reduced if you receive your benefit before age 60.

Example: Regular Pension

Jason retires on June 1, 2014, at age 60 after 25 years of service. In addition, he has earned at least 10 Pension Credits and completed more than 500 hours in Covered Employment in at least one calendar year after age 53. Assuming he has not had a break in service and did not earn any past service, here is how his Regular Pension is calculated:

Step 1: **For Jason's service between June 1, 1989, and May 31, 2005:**
4.5% x $50,000 (Employer contributions subject to the multiplier made during this period on Jason's behalf) = $2,250.00

Step 2: **For Jason's service between June 1, 2005, and May 31, 2010:**
3.5% x $15,750 (Employer contributions subject to the multiplier made during this period on Jason's behalf) = $551.25

Step 3: **For Jason's service on or after June 1, 2010:**
3.0% x $11,700 (Employer contributions subject to the multiplier made during this period on Jason's behalf) = $351.00

Step 4: **Jason's total monthly benefit (before reduction for any forms of payment):**
$2,250.00 + $551.25 + $351.00 = $3,152.25

Jason's monthly Regular Pension, payable as a Single Life Pension, is $3,152.25. Depending on the form of payment Jason is eligible for and elects, his benefit may be further reduced.

If you have a break in Covered Employment or earned past service (service before the contribution period), your benefit may be calculated differently. Contact the Fund Office for more information.

Normal Retirement Age Pension

You are eligible for a Normal Retirement Age Pension if you are an active Employee and have attained Normal Retirement Age, regardless of your Pension Credits or Years of Vesting Service. Normal Retirement Age is the later of:

- Age 65 if you have at least 5 years of Plan participation; or
- Your age after age 65 on the fifth anniversary of your participation in the Plan.

To be considered an active Employee, you must have 500 Hours of Work in Covered Employment in the year you obtain Normal Retirement Age or a subsequent year before a permanent break in service.

To qualify for this benefit, you must be a Participant when you reach Normal Retirement Age—that is, you must repair any one-year breaks in service. Refer to page 7 for information on how to repair one-year breaks in service.

Amount

The amount of the pension will be determined in the same way as the Regular Pension (see page 16).

Early Retirement Pension

Your Early Retirement Pension is reduced for since you are likely to receive more monthly payments over the course of your lifetime.

You are eligible to retire with an Early Retirement Pension if you:

- Are at least age 55;
- Earned at least 10 Pension Credits (including at least one Pension Credit earned during the Contribution Period); and
- Worked at least 500 hours in Covered Employment in a calendar year that began after you reach age 53.

Amount

If you work at least 500 hours in a calendar year on or after January 1, 1994, your Early Retirement Pension is the amount of your Regular Pension payable at age 60. There is no early retirement reduction if you retire before age 62 but after age 60.

If you receive your Early Retirement Pension before age 60, your Regular Pension will be reduced for early retirement based on the number of years and months you are younger than age 60, as shown in Table 1 on page 46 (the reduction is approximately 4% per year). If you Retired before January 1, 1996, and/or did not work 500 hours in a calendar year on or after January 1, 1994, your Early Retirement Pension is calculated differently. Contact the Fund Office for more information.

Example: Early Retirement Pension

Phil retires from Covered Employment at exactly age 59. Phil's Regular Pension is $2,000. This means his early retirement factor from the table on page 46 is 0.9600 or 96%. His monthly Early Retirement Pension will be calculated as follows:

Step 1: Determine the amount of Phil's monthly Regular Pension: $2,000

Step 2: Multiply his Regular Pension by the early retirement reduction factor percentage:
$2,000 x 96% = $1,920

Phil's monthly Early Retirement Pension, payable as a Single Life Pension, is $1,920. Depending on the form of payment Phil is eligible for and elects, his benefit may be further reduced.

Disability Pension

If you are totally and permanently disabled, you may retire with a Disability Pension if you:

- Are under age 55;
- Have earned at least 5 Pension Credits;
- Worked in Covered Employment for at least 500 hours during the current or immediately preceding calendar year in which you became totally and permanently disabled; and
- Have received a determination that you are eligible for a disability benefit from the Social Security Administration, or the Trustees determine that you are totally and permanently disabled and are unable to work in the construction industry.

You are considered to be totally and permanently disabled if:

- Your disability is permanent and continuous for the rest of your life; and
- The disability prevents you from engaging in work as an electrician or in electrical construction, maintenance, or any other type of work covered by a Collective Bargaining Agreement.

If your disability results from drug addiction, chronic alcoholism, intentional self-inflicted injury, or a criminal act that you commit, you will *not* be entitled to a Disability Pension.

You may be required have an examination by a physician or selected physicians as required by the Board of Trustees. After your Disability Pension begins, you may also be required to have periodic medical examinations.

In place of a medical examination, the Trustees may also accept a determination by the Social Security Administration that you are entitled to a Social Security disability benefit as proof of disability. If the Social Security Administration determines that you are no longer eligible for a disability award, you are required to immediately notify the Fund Office. If you do not notify the Fund Office, you may be determined as no longer disabled, and your Disability Pension payments may stop as of the day the Social Security Administration found that you were no longer disabled.

The Board of Trustees is the sole judge of the determination of total and permanent disability.

If you receive any earnings from any employment or gainful pursuit, you must report the earnings within 15 days after the end of the month in which the earnings were made. If you do not report the earnings in a timely manner, you may be disqualified from benefits for 12 months in addition to the months in which you had earnings from employment or gainful pursuit.

Totally and permanently disabled means:

- Your disability is permanent and continuous for the rest of your life; and
- The disability prevents you from engaging in work as an electrician or in electrical construction, maintenance, or any other type of work covered by a Collective Bargaining Agreement.

Amount

The amount of the Disability Pension is:

- *Before age 45*, the monthly Disability Pension is $200.
- *Between ages 45 and 55*, the monthly Disability Pension will be the **greater** of the amount you could have received as an Early Retirement Pension or $500.
- *After age 55*, your Disability Pension ends and you become eligible for an Early Retirement Pension. At age 55, you may elect any form of pension payment as described on page 18.

If you are disabled before age 55, you are not eligible for a 50% Husband-and-Wife Pension until you reach age 55. However, if you die before reaching age 55, your surviving spouse will receive a Pre-Retirement Surviving Spouse Pension calculated as if you had lived to age 55 and then Retired on a 50% Husband-and-Wife Pension. For more information about the Pre-Retirement Surviving Spouse Pension, see page 32.

When Payments Begin

The Disability Pension will begin on the first day of the sixth month following the month in which you are totally and permanently disabled.

If you retire on a Disability Pension and are no longer totally and permanently disabled before age 55, you may return to Covered Employment, begin earning Pension Credits, and apply for another pension under the Plan when you meet the eligibility requirements.

Deferred Pension

If you leave Covered Employment, you may be eligible for a Deferred Pension. The Plan offers this type of benefit so that you can leave Covered Employment and begin receiving pension payments later when you retire. This is called a deferral of benefit payments.

> If you leave Covered Employment before your pension payments begin, you may be eligible for a Deferred Pension.

You are eligible for a Deferred Pension if you have at least 5 Years of Vesting Service on or after June 1, 1976.

This benefit is payable at your Normal Retirement Age (generally age 65), but may be payable as early as age 55 if you meet certain requirements for an Early Retirement Pension. In addition, please note that you may be eligible for a Deferred Pension after a Disability Pension ends; please contact the Fund Office for additional information.

Amount

The monthly amount of the Deferred Pension is calculated like a Regular Pension based on the contribution percentage in effect when you left Covered Employment. However, if you receive your Deferred Pension before age 65, your Regular Pension will be reduced for early retirement based on the number of years and months you are younger than age 65, as shown in Table 2 on page 47 (the reduction is approximately 6% per year).

For Bargained Employees

To determine the monthly Deferred Pension you are eligible to receive, calculate your Regular Pension payable at age 65 (based on when you left Covered Employment) and multiply that amount by the applicable vesting percentage shown below.

If You Left Covered Employment...	With This Many Years of Vesting Service...	Applicable Vesting Percentage
On or After June 1, 1998	Less Than 5 5 or More	0% 100%
Before June 1, 1998	Less Than 5 5 6 7 8 9 10 or More	0% 25% 30% 35% 40% 45% 100%

If you meet certain requirements for an Early Retirement Pension, you may be eligible to elect to begin receiving your Deferred Pension before age 65. Your benefit will be reduced for early retirement. Contact the Fund Office for information about how your Deferred Pension will be reduced.

For Non-Bargained Employees

For Non-Bargained Employees who leave Covered Employment on or after January 1, 1995, and work at least 500 hours in Covered Employment in a calendar year on or after January 1, 1994, the Deferred Pension amount is the amount of the Regular Pension payable at age 60 based on the date you left Covered Employment. If you meet the requirements for an Early Retirement Pension (see page 18), you may receive a benefit before age 60, however, your payments will be reduced for early retirement.

Choosing a Payment Option

Your payment options are based on your marital status before your pension payments begin. The normal form of payment if you are:

- *Not married*, is a Single Life Pension; or
- *Married*, is a 50% Husband-and-Wife Pension (a 75% Husband-and-Wife Pension is also available if you are married).

In addition, if you are eligible for a Regular or Early Retirement Pension you may choose to receive your Single Life Pension, 50% Husband-and-Wife Pension, or 75% Husband-and-Wife Pension in conjunction with one of these optional forms of payment:

- Lump Sum Readjustment Allowance; or
- Level Income Option.

If you are married, you may elect to receive your benefit as a Single Life Pension or elect an optional form of payment in conjunction with a 50% or 75% Husband-and-Wife Pension. However, you will need your spouse's written consent witnessed by a notary public or Plan representative.

If the present value of your benefit is $5,000 or less, you will receive your benefit as a Lump Sum Payment (see page 28).

Normal Forms of Payment

Single Life Pension

A Single Life Pension pays a monthly pension to you for your lifetime. After your death, no monthly benefits are paid to a beneficiary. However, your beneficiary may be eligible for a death benefit, see page 35 for more information.

50% Husband-and-Wife Pension

To be eligible for the 50% Husband-and-Wife Pension form of payment, your spouse must be a qualified spouse or eligible for payment under a Qualified Domestic Relations Order (QDRO), see page 10 for more information.

> If you are married when you retire, the normal form of payment is a 50% Husband-and-Wife Pension. However, with your spouse's written consent, you may choose another form of payment.

The 50% Husband-and-Wife Pension provides you with reduced monthly pension payments for your lifetime. After you die, your surviving spouse receives 50% of your monthly benefit for the rest of his or her life. The 50% Husband-and-Wife Pension has a "pop-up" feature. With the pop-up feature, if your spouse dies before you, your monthly benefit will increase to your benefit amount before the adjustment was made for the 50% Husband-and-Wife Pension and you will receive that higher amount for the rest of your lifetime. *(This is effective for retirements on or after June 1, 1994.)* The adjustment will begin with the first scheduled benefit payment after your spouse's death, provided you notify the Fund Office. If you remarry, the 50% Husband-and-Wife Pension cannot be reinstated, and the adjusted benefit amount will continue until your death.

For the 50% Husband-and-Wife Pension, your pension is reduced based on your and your spouse's age to provide for the benefits your spouse will receive after your death. The reduction factor is 90%:

- Increased by 0.4% times the number of full years your spouse is older than you are; or
- Decreased by 0.4% times the number of full years your spouse is younger than you are.

The reduction factor cannot be more than 99.9%.

Example: 50% Husband-and-Wife Pension

Jim retires at age 62 and is eligible for a $1,800 monthly Regular Pension. His wife is age 59—exactly three years younger than him. The example below shows how Jim's 50% Husband-and-Wife Pension is calculated.

	50% Husband and Wife Pension
Jim's monthly Regular Pension	$1,800.00
Reduction factor (90% - (3 years x 0.4%))	x 88.8%
Jim's monthly Regular Pension payable as a 50% Husband-and-Wife Pension	$1,598.40
Percent paid to Jim's spouse in the event of his death	x 50%
Jim's surviving spouse's monthly benefit	$799.20
Jim's benefit if his spouse dies before him	$1,800.00

You will receive a notice that explains the 50% Husband-and-Wife Pension form of payment. You may waive this form of payment with your spouse's written, notarized consent. A waiver is valid only if a written explanation is given to you no earlier than 180 days, but no later than 30 days before your payments begin. You may file a new waiver or revoke a previous waiver at any time during the 180-day period before your payments begin. After your payments begin, your form of payment cannot be changed.

To elect an optional form of payment instead of the 50% Husband-and-Wife Pension or in conjunction with this form of payment, you must apply in writing and receive your spouse's consent, witnessed by a notary public or Plan representative. You may waive the 50% Husband-and-Wife Pension if:

- You file the waiver in writing and your spouse consents to it in writing, witnessed by a notary public or by a Plan representative;
- You are not married;
- Your spouse whose consent would be required cannot be located; or
- Your spouse's consent cannot be obtained because of extenuating circumstances, as provided in Internal Revenue Service regulations.

Optional Forms of Payment

75% Husband-and-Wife Pension

To be eligible for the 75% Husband-and-Wife Pension form of payment, your spouse must be a qualified spouse or eligible for payment under a Qualified Domestic Relations Order (QDRO), see page 10 for more information.

Like the 50% option, the 75% Husband-and-Wife Pension provides you with reduced monthly pension payments for your lifetime and has a "pop-up" feature. With the pop-up feature, if your spouse dies before you, your monthly benefit will increase to your benefit amount before the adjustment was made for the 75% Husband-and-Wife Pension and you will receive that higher amount for the rest of your lifetime. *(This is effective for retirements on or after June 1, 1994.)* The adjustment will begin with the first scheduled benefit payment after your spouse's death, provided you notify the Fund Office. If you remarry, the 75% Husband-and-Wife Pension cannot be reinstated, and the adjusted benefit amount will continue until your death.

For the 75% Husband-and-Wife Pension, your pension is reduced based on your and your spouse's age to provide for the benefits your spouse will receive after your death. The reduction factor is 85.5%:

- Increased by 0.5% times the number of full years your spouse is older than you are; or
- Decreased by 0.5% times the number of full years your spouse is younger than you are.

The reduction factor cannot be more than 99.9%.

Please note if eligible for a Health Care Pension or Special Supplement, different 75% Husband and Wife Pension rates apply; contact the Fund Office for more information.

Example: 75% Husband-and-Wife Pension

Frank retires at age 62 and is eligible for a $1,800 monthly Regular Pension. His wife is age 60—exactly two years younger than him. The example below shows how Frank's 75% Husband-and-Wife Pension is calculated.

	75% Husband and-Wife Pension
Frank's monthly Regular Pension	$1,800.00
Reduction factor (85.5% - (2 years x 0.5%))	x 84.5%
Frank's monthly Regular Pension payable as a 75% Husband-and-Wife Pension	$1,521.00
Percent paid to Frank's spouse in the event of his death	x 75%
Frank's surviving spouse's monthly benefit	$1,140.75
Frank's benefit if his spouse dies before him	$1,800.00

Lump Sum Readjustment Allowance

If you are eligible for a Regular or Early Retirement Pension, you may elect to receive a reduced monthly pension in exchange for a lump sum payment, called a Lump Sum Readjustment Allowance. The Lump Sum Readjustment Allowance may not be elected if you are retiring on a Deferred Pension. Once it is elected, it may not be revoked.

You may request that your lump sum payment be made at any time up to January 31 of the calendar year following the year in which you retire. If you are married, you must have the written consent of your spouse to elect the Lump Sum Readjustment Allowance.

The lump sum payment may be elected if your pension is paid as a Single Life Pension or as a 50% or 75% Husband-and-Wife Pension. However, if you are receiving a 50% or 75% Husband-and-Wife Pension, the amount of your benefit will be calculated under the Lump Sum Readjustment Allowance first, and then the amount of your 50% or 75% Husband-and-Wife Pension will be calculated.

The lump sum amount must be an even dollar amount and may not be more than 15% of your monthly pension benefit. The lump sum payment is based upon your age when your pension begins and the amount your monthly benefit is reduced. It will be determined by multiplying each dollar of your monthly benefit by a lump sum factor based on your age at the time of the payment. The set of factors used to determine the amount of the lump sum payment are adjusted each year. For a current list of factors, contact the Fund Office. See page 27 for more information about rolling over your lump sum payment.

Level Income Option

The pension you receive from this Plan is in addition to any other retirement benefits, you are eligible to receive (such as Social Security or National Electrical Benefit Fund (NEBF) benefits). The earliest you can receive reduced Social Security benefits is age 62 or full Social Security benefits is age 65 or later, based on your date of birth. The earliest you can receive your NEBF benefits is age 60. If you retire before your Social Security or NEBF benefits begin, you may have a gap, or reduction, in your income until you begin receiving Social Security or NEBF benefits.

Under the Level Income Option, your Regular or Early Retirement Pension would be increased by either **20% or 40%** (based on your election) until you reach age 62 or 65 (based on your election). This reduces the gap in your monthly income until your Social Security or NEBF benefits begin. You may elect the Level Income Option in addition to the Lump Sum Readjustment Allowance; however, the Level Income Option will be figured after the lump sum adjustment and/or any adjustment for payment as a 50% or 75% Husband-and-Wife Pension.

Once you reach age 62 or 65 (based on your election), your pension will decrease because you received a larger pension (the 20% or 40% increase) before that age. However, your lower Pension Plan benefit when combined with your Social Security and NEBF benefits will provide you with a more level total retirement income throughout your Retirement.

Eligibility

To be eligible to elect the Level Income Option, you must be:

- Between age 55 and 65; and
- Eligible to receive a Regular or Early Retirement Pension.

However, if the Level Income Option adjustment reduces your monthly pension amount after you reach age 62 or 65 to less than $100 per month, you are not eligible to elect this option. After your Level Income Option election is chosen and the first payment is made, it cannot be changed.

If you are married when you retire, your spouse must consent to the Level Income Option election in writing. If you elect to receive your pension as a 50% or 75% Husband-and-Wife Pension with the Level Income Option and:

- *You die before your spouse and you elected the 50% Husband-and-Wife Pension form of payment,* your spouse will receive a lifetime monthly benefit that will be equal to half the amount they would have received after adjustment for the 50% Husband-and-Wife Pension form of payment, without the Level Income Option adjustment, or
- *You die before your spouse and you elected the 75% Husband-and-Wife Pension form of payment,* your spouse will receive a lifetime monthly benefit that will be equal to three-quarters of the amount they would have received after adjustment for the 75% Husband-and-Wife Pension form of payment, without the Level Income Option adjustment, or
- *Your spouse dies before you* your monthly benefit will be increased or "pop-up" to the amount you would have received had your pension been adjusted for the Level Income Option only without the 50% or 75% Husband-and-Wife Pension adjustment.

Returning to Covered Employment

After you retire, your pension may be suspended if you work in certain types of employment, based on your age. If you elect the Level Income Option, your monthly pension will be suspended if you:

- Are *under age 60* and work:
  - One or more hours in an occupation covered by the Collective Bargaining Agreement; or
  - 40 or more hours per month in the electrical industry, at a trade or craft that you were working in at any time you were covered under the Plan including employment with NECA, IBEW, or any of their mutual funds (excluding work as an electrical inspector for a governmental authority).
- Are *between ages 60 and 65* and work 40 or more hours in a month:
  - In an occupation covered by the Collective Bargaining Agreement; or
  - In the electrical industry, at a trade or craft that you were working in at any time you were covered under the Plan including employment with NECA, the IBEW or any of their mutual funds (excluding work as an electrical inspector for a governmental authority).
- Are *age 65 or over* and work 40 or more hours per month in an occupation covered by the Collective Bargaining Agreement.

If you retire and return to Covered Employment and retire again before age 65, you cannot elect the Level Income Option for the additional Pension Credits earned after your original Retirement (regardless of your original pension payment option).

If you elect the Level Income Option and your pension is suspended before your pension is scheduled to be reduced (at age 62 or 65), your reduced pension will be adjusted to reflect that you did not receive your full pension amount for the months your pension was suspended.

Example: Level Income Option with 40% Increase

Scott retires at age 58, is married, and he and his wife are the same age. After his pension is reduced for early retirement and the Lump Sum Readjustment Allowance, his monthly Single Life Pension is $2,222.22. Since Scott and his wife are the same age, his monthly 50% Husband-and-Wife Pension would be $2,000.00 ($2,222.22 x 90.0%). At age 62, his Social Security benefit is estimated to be $1,500.00. Scott is also eligible to receive a NEBF benefit of $1,000.00 per month at age 62. If he elects the Level Income Option with a 40% increase, he would receive an additional $888.89 per month or $2,888.89 ($2,000 + $888.89) from the Pension Plan until age 62. At age 62, his Pension Plan benefit would be reduced to $1,663.78 a month.

	Scott's Monthly Benefits Before Age 62	***Scott's Monthly Benefits After Age 62***
Scott's Pension Plan Benefit	$2,888.89	$1,710.44
Scott's Social Security Benefit	$0.00	$1,500.00
Scott's NEBF Benefit	$0.00	$1,000.00
Total Monthly Benefit	$2,888.89	$4,210.44

By electing the Level Income Option, Scott's total retirement income before and after age 62 is more level.

The factors used to determine Level Income Option benefits are adjusted each year. This examples uses factors applicable to the June 1, 2013 – May 31, 2014 Plan Year.

Lump Sum Payment

If the actuarial present value of your pension benefit is $5,000 or less at the time you are eligible to receive payment, your benefit will be paid as a Lump Sum Payment. However, if the value of your benefit is more than $1,000, but no more than $5,000, you must provide written consent before the payment will be made. This means that your entire pension benefit is paid to you in one payment. Once you receive a Lump Sum Payment, no additional benefits will be payable from the Plan.

Lump Sum Payment

If the value of your pension benefit is $5,000 or less, your benefit will be paid as a single, lump sum.

Direct Rollover

If you become eligible for a Lump Sum Payment from the Plan, you may defer payment by rolling your distribution over to an eligible retirement plan (if that plan accepts rollovers).

To be considered an eligible retirement plan, a plan must be:

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

The above also applies to a surviving spouse, spouse, or former spouse who is an alternate payee under a Qualified Domestic Relations Order (QDRO). In addition, non-spouse beneficiaries may also roll over a distribution to an individual retirement account.

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.

Beginning in the year you reach age 70½, a certain portion of your payment cannot be rolled over because it is a required minimum payment that must be paid to you.

Returning to Work

Before Your Pension Payments Begin

How your pension benefit is affected when you leave Covered Employment and subsequently return to Covered Employment depends on whether or not you were vested when you left Covered Employment and how long you were not working in Covered Employment. If you were not vested before a break in service, refer to *Leaving Work* on page 7, which explains the break in service rules.

If you were vested, left Covered Employment, and subsequently returned, your pension amount for each period of benefit service before or after a break year may be calculated differently, based on the Plan provisions at the end of each period.

After Your Pension Payments Begin

You must be Retired to receive monthly pension payments. To be considered Retired, you cannot be employed or self-employed in disqualifying employment, which differs before and after age 60. Your benefits will be suspended for any month in which you work in disqualifying employment. Disqualifying employment means:

- **Before age 60,** disqualifying employment is any amount of work in classifications of employment covered by a Collective Bargaining Agreement. If you do not notify the Fund Office or misrepresent information about your disqualifying employment, your monthly benefit will be suspended for an additional six months.
- **After age 60,** disqualifying employment is work of 40 hours or more per month in classifications of work covered by a Collective Bargaining Agreement. Paid non-work time is counted toward the 40 hours, which includes vacation, holiday, illness, or other incapacity, layoff, jury duty, or other leave of absence.

If you are receiving a Disability Pension, you are not entitled to your pension if you engage in any employment covered by a Collective Bargaining Agreement. You are required to report all earnings to the Trustees within 15 days after the month in which you had any earnings. If you do not to report your earnings, your Disability Pension will be suspended for an additional 12 months.

> Before you begin any work, you may request a determination from the Board of Trustees as to whether or not the type of work is considered disqualifying employment. You have the right to appeal a benefit suspension under the Plan's appeal process, as described on page 13.

If you have worked in disqualifying employment in any month and you do not provide timely notice about your employment as described below, it will be assumed that you worked at least 40 hours per month until you provide notice that you are no longer working in disqualifying employment. If you are working for a contractor at a building or construction site, it will be assumed that you are working at the site as long as the contractor is actively engaged at the site.

If your benefits are suspended, you will be notified via personal delivery or mail during the first calendar month in which your benefits are suspended. The notice will include the Plan's notification requirements, suspension review, and offset procedures.

Notification

If you take a job that is or may be disqualifying, you must notify the Fund Office, in writing, within 21 days after you start work. You may be required to give up your pension benefits for the months during which you are employed.

Before you begin any work, you may request a determination from the Board of Trustees as to whether or not the type of work is considered disqualifying employment. You have the right to appeal a benefit suspension under the Plan's appeal process, as described on page 13. You will be notified once every 12 months of the notification requirements for disqualifying employment.

Resuming Benefit Payments

If your benefits have been suspended, you must notify the Trustees that your disqualifying employment has ended. The notice to the Fund Office to reinstate your pension must include your name, Social Security number, and the date on which you stopped working in disqualifying employment. Your payments will begin no later than the third month after the last calendar month that your benefits were suspended.

If you work in disqualifying employment and continue receiving pension payments, you are obligated to repay the pension amounts received during the months you worked in disqualifying employment.

Over payments will be deducted from future payments in one of two options:

- If you return to Retirement before age 60, the Trustees will withhold 100% of your monthly benefit payment, until the amount of the overpayment is recovered or, if earlier until you reach age 60. After age 60, a 25% monthly deduction will apply. After age 60, your monthly pension may be reduced up to 25%, except for the first payment made after your payments begin after the suspension. If you die before the entire amount owed is recovered, benefits payable to your beneficiary or surviving spouse will be reduced by 25% until the overpayment is repaid; or
- The actuarial equivalent value of the over payments will be subtracted from all future pension payments after payments begin after the suspension.

Re-Calculation of Pension Benefits

If your benefits are suspended because of disqualifying employment, your pension benefits will be recalculated based on your age when your pension begins again and any additional Pension Credit you earned. The new benefit amount will be calculated as of the end of the calendar year in which you begin receiving your pension again.

If your pension was paid under the Level Income Option, additional suspension of benefit provisions may apply. See page 26 for more information.

If you Retired before reaching Normal Retirement Age (except if you qualify for a Disability Pension) and return to work in disqualifying employment, your pension will be recalculated and reduced by the actuarial equivalent of any pension payments you previously received, as shown in Table 3 (page 48). If the monthly benefit resulting from the deduction is less than the previous pension amount payable before Normal Retirement Age, then your pension after benefits begin again will be equal to the previous pension amount payable before Normal Retirement Age. Your pension may also be adjusted for any optional form of payment you elect.

If you were receiving your pension as a 50% or 75% Husband-and-Wife Pension before your benefits were suspended, your death benefits will remain in effect if you die while your benefits were suspended.

If you return to Covered Employment before Normal Retirement Age, any additional Pension Credits earned after you return to work may be paid in a new form of payment. If you return to Covered Employment after you reach Normal Retirement Age, any additional benefits you earn will be payable in the initial form of payment you elected.

In the Event of Death

If Your Spouse or Beneficiary Dies

If your spouse or beneficiary dies before or after your pension begins, you should contact the Fund Office to update your records and beneficiary designation.

If you are receiving a 50% or 75% Husband-and-Wife Pension and your spouse dies before you, your monthly benefit will increase to your benefit amount before the adjustment was made for the 50% or 75% Husband-and-Wife Pension and you will receive that higher amount for the rest of your lifetime. *(This is effective for retirement on or after June 1, 1994.)* Your pension will not increase until you notify the Fund Office.

If you are receiving a Single Life Pension and your spouse or beneficiary dies, the amount of your monthly benefit will not change.

If You Die

Before Your Pension Begins

Pre-Retirement Surviving Spouse Pension

If you die before you Retire (including if you die prior to age 55 while receiving a Disability Pension), your surviving spouse will receive a Pre-Retirement Surviving Spouse Pension if you:

- You have at least 5 Years of Vesting Service or 10 Pension Credits;
- You have at least one Hour of Work after December 31, 1975; and
- You and your spouse were married to each other during the one-year period immediately before your death or, if divorced, after being married for one year and your former spouse is required to be treated as a spouse or surviving spouse under a Qualified Domestic Relations Order.

If you have:

- At least 10 Pension Credits and you die at age 55 or older, your spouse will receive the survivor portion of the 50% Husband-and-Wife Pension you would have received had you Retired on the day before you died;
- At least 10 Pension Credits and you die before age 55, your spouse will receive the survivor portion of the 50% Husband-and-Wife Pension you would have received had you lived to age 55 and then Retired on an Early Retirement Pension; or
- Less than 10 Pension Credits, your spouse will receive the survivor portion of the 50% Husband-and-Wife Pension you would have been eligible for at age 65 reduced for early retirement (using 55 as the minimum age).

The amount will be determined under the terms of the Plan in effect when you last worked in Covered Employment, unless specified otherwise.

In the event of your death, if you are a widowed, active Participant with at least 10 Pension Credits, a benefit equal to the Pre-Retirement Surviving Spouse Pension will be paid to your dependent children.

If you are a widowed Participant:

- Younger than age 55, you are considered active if you worked at least 435 hours in Covered Employment in the year you died or in the immediately preceding year; or
- Age 55 or older, you are considered active if you worked 435 hours in the year you reached age 55 or, if not, 500 hours in a subsequent year.

The benefit will be divided equally among any eligible dependent children. When a child reaches age 21, he or she will no longer be eligible and the benefit amount will be divided equally among the remaining eligible children. A physically or mentally handicapped child will be eligible to receive the benefit until the later of 120 monthly payments or age 21.

For the death benefit, a dependent child is an unmarried child:

- Under age 21, including a stepchild or a legally adopted child, who is entirely dependent on you; or
- Incapable of self-sustaining employment because of mental retardation or physical handicap that occurred before age 21.

When Payments Begin

Payments to your surviving spouse or dependent children (if a widowed active Participant) begin the month after your death, provided application is made for benefits. However, your surviving spouse may elect to defer payment of the survivor benefit until the date you would have reached Normal Retirement Age (age 65). If the actuarial lump sum value of the Pre-Retirement Surviving Spouse Pension is $5,000 or less, the benefit may be paid as a Lump Sum Payment. If your surviving spouse dies before payments begin, no further payments will be made to a beneficiary. However, if you are a widowed active Participant, benefits may be paid to your dependent children as described above.

Pre-Retirement Death Benefit

If you die before you retire under the Plan, your beneficiary is eligible for the Pre-Retirement Death Benefit if, at the time of your death, you:

- Had at least 5 Pension Credits; and
- Worked in Covered Employment for at least 500 hours during the calendar year in which you died or in the calendar year immediately before your death.

If you had at least 10 Pension Credits before your death, the death benefit is $1,000 per year of service, up to a maximum of $20,000 after 20 years. If you had at least five, but less than 10 Pension Credits, the death benefit is:

If Your Pension Credits Equal…	The Pre-Retirement Death Benefit is…
5	$ 750
6	$1,050
7	$1,400
8	$1,800
9	$2,250

After Your Pension Begins

If you die after your pension begins, your spouse may receive a benefit, depending on the form of payment you were receiving.

If your pension is paid as a:

- Single Life Pension, Single Life Pension and Level Income Option, or Single Life Pension and Lump Sum Readjustment Allowance, no further benefits are paid.
- 50% or 75% Husband-and-Wife Pension, your surviving spouse receives 50% or 75%, as applicable, of your monthly pension for the rest of his or her life.
- 50% or 75% Husband-and-Wife Pension and Lump Sum Readjustment Allowance, your surviving spouse receives 50% or 75%, as applicable, of your monthly pension for the rest of his or her life.
- 50% or 75% Husband-and-Wife Pension and Level Income Option, your spouse will receive 50% or 75%, as applicable, of your original (before the adjustment for the Level Income Option) monthly pension for the rest of his or her life.
- Lump Sum Payment, no further benefits are paid.

Post-Retirement Death Benefit

If you retire with at least 10 Pension Credits and you die, your designated beneficiary will receive a lump sum death benefit. If you are married, your designated beneficiary for the lump sum death benefit may be someone other than your spouse, only if your spouse consents in writing to the beneficiary.

The amount of the lump sum death benefit is equal to $1,000 per Pension Credit, up to a maximum benefit of $20,000. This benefit is reduced by any pension payments received before your death, to a minimum benefit of $2,000. If you elected the Lump Sum Readjustment Allowance, the amount will be subtracted from the lump sum death benefit.

Designating Your Beneficiary

You may designate a beneficiary to receive any pension benefits in the event of your death. In general, if you are married, your spouse is your beneficiary. If you are married and name someone other than your spouse as your beneficiary, your spouse must consent in writing to this designation.

If you do not have a designated beneficiary, the death payments may be paid to your:

- Surviving spouse, or if none;
- Dependent children in equal shares, or if none;
- Non-dependent children in equal shares, or if none;
- Parents, or if none;
- Executor or personal representative in accordance with your will or state law applicable to the distribution of intestate estates.

ADMINISTRATIVE INFORMATION

Plan Information

Plan Name

I.B.E.W. Local 701 Electrical Workers General Pension Fund

Plan Number

001

Plan Identification Number

36-6455509

Fiscal Year

June 1 – May 31

Plan Year

January 1 – December 31

Plan Type

The Pension Plan is a retirement plan designed to provide income for you after you retire or become disabled or for your survivors after you die. The Plan is a defined benefit plan, which means a formula is used to calculate the amount of benefits.

Legal Plan Document

This booklet highlights the provisions of the official legal Plan Document governing the Pension Plan. *All of your rights and benefits are governed by the official legal Plan Document, as are all final decisions.* If there is a discrepancy between the information provided in this booklet and the official, legal Plan Document, the official, legal Plan Document will govern. If you wish, you may examine the legal Plan Document at the Fund Office or obtain a copy for yourself from the Plan Administrator for a reasonable copying charge.

Plan Sponsor

A Board of Trustees, consisting of Employer and Union representatives, sponsors the Plan. If you wish to contact the Board of Trustees, you may use the information listed below:

I.B.E.W. Local 701 Electrical Workers General Pension Fund
28600 Bella Vista Parkway, Suite 1110
Warrenville, Illinois 60555
(630) 393-1701
www.ibew701fbo.com

Plan Administrator

The Board of Trustees is also the Plan Administrator. It is the Plan Administrator's responsibility to see that your questions are answered, that service and contribution records are maintained, that benefits are properly calculated and paid promptly, and that the Plan is operated in accordance with the legal documents governing it. You may write to the Plan Administrator at the address shown at the front of this booklet.

Agent for Service of Legal Process

The Board of Trustees is the agent for service of legal process concerning the Plan. Legal process may be served on any other member of the Board of Trustees at the Fund Office that is listed on the inside front cover of this booklet.

Plan Funding

Participating Employers pay for the entire cost of the Plan by contributing to the I.B.E.W. Local 701 Electrical Workers General Pension Fund. Contributions are based on Covered Employment as described in the Collective Bargaining Agreement between your Employer and your Union. The contributions are invested by the Board of Trustees and investment managers chosen by the Trustees. Pension Plan assets, including any investment earnings, are used to pay benefits and administrative expenses. No Participant contributions are allowed.

Collective Bargaining Agreements

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

Pension Trust Assets and Reserves

All assets are held in a trust by the Board of Trustees and invested by the Board of Trustees and professional investment managers chosen by the Trustees.

Assignment of Benefits

This Plan is intended to pay benefits only to you or your eligible survivors. Your benefits cannot be used as collateral for loans or assigned in any other way, except in connection with a Qualified Domestic Relations Order (QDRO) issued by a court of law. See page 10 for more information about QDROs.

Maximum Pensions

The Internal Revenue Service has established a maximum monthly pension payable from a plan. While the maximum is quite high and will rarely apply, it is stated in the legal Plan Document. You will be contacted if the maximum affects you.

Eligibility and Benefits

The types of benefits provided and the Plan's requirements with respect to eligibility, as well as circumstances that may result in disqualification, ineligibility, denial, or loss of any benefits, are described in this booklet. Your coverage by the Plan does not constitute a guarantee of your continued employment.

Plan Amendment and Termination

The Board of Trustees intends to continue the Pension Plan indefinitely, although it reserves the right to change or end the Plan at any time. The Plan will end automatically if every Employer withdraws from the Plan or as defined by law. Any remaining benefits will be paid as described in the legal Plan Document.

If an Employer withdraws from the Fund, you will be notified of how you may be affected. For more information, contact the Fund Office.

Sole Determination by Trustees

Only the Board of Trustees has the authority and discretion to determine your eligibility for benefits and your right to participate in the Pension Plan. The Board's decisions will not be changed by a judge unless the Trustees are found to have abused their discretion. The Trustees have the authority, in their sole discretion, to exercise all the other powers specified in the Plan. The Trustees may, in their sole discretion, change or end the Plan in any manner or at any time permitted by the provisions of the Trust Agreement. If the Trustees change or end the Plan, you will be notified in writing.

Rights and Responsibilities

As someone who is or may be eligible for benefits from the Plan, you should be aware that the benefits are paid in accordance with Plan provisions from a Trust Fund that is used solely for that purpose. If you have any questions about or problems with benefit payments, you have the right to contact the Trustees who administer the Plan.

Plan Interpretation

Only the Board of Trustees is authorized to interpret the Plan described in this booklet. No Employer, Union, or other representative is authorized to interpret this Plan, speak for, or commit the Board of Trustees on any matter relating to the Pension Plan.

Any information you request about the Plan will be provided in writing and signed by the Trustees or the Fund Administrator. Under the Trust Agreement, the Trustees (or persons acting for them) have sole authority and discretion to make final decisions regarding any pension applications, any interpretation of Plan benefits, the Trust Agreement, and any other regulations, procedures, or administrative rules adopted by the Trustees.

Decisions of the Trustees (or of those acting for the Trustees) are final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees or those acting for the Trustees is challenged in court, it is the intention of the parties to the Trust that such decision is to be upheld unless it is determined to be arbitrary or capricious.

All benefits under the Plan are conditional and subject to the Trustees' authority under the Trust Agreement to change them. The Trustees have the authority to increase or decrease benefits, or change eligibility rules or other provisions of the Plan as they determine to be in the best interests of the Plan members in accordance with any applicable law.

Your ERISA Rights

As a Participant in the I.B.E.W. Local 701 Electrical Workers General Pension Fund, 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 in the following information.

Receive Information About Your Plan and Benefits

You have the right to:

- Examine, without charge, at the Fund Administrator's office and at other specified locations, such as worksites and Union halls, all documents governing the Plan, including 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 Fund Administrator, copies of documents governing the operation of the Plan, including 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 summary of the Plan's annual financial report, which the Plan Administrator is required by law to furnish each Participant; and
- 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 a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

You may request a benefit statement from the Fund annually.

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

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision (without charge), and to appeal any denial, all within certain time schedules.

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

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claims and appeals procedures. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the EBSA, U.S. Department of Labor, listed in your telephone directory or:

Nearest Regional Office

Chicago Regional Office
Employee Benefits Security Administration
230 South Dearborn Street, Suite 2160
Chicago, IL 60604
(312) 353-0900

National Office

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
200 Constitution Avenue N.W.
Washington, D.C. 20210
(866) 444-3272

For more information about your rights and responsibilities under ERISA visit www.dol.gov/ebsa

Protecting Your Pension

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

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

Law sets the maximum benefit that the PBGC guarantees. Under the multi-employer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870 ($30 years x $37.75 per month x 12 months).

The PBGC guarantee generally covers:

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

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefits based on Plan provisions that have been in place for fewer than five years at the earlier of the:
  - Date the Plan terminates; or
  - 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; or
- 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, ask your Plan Administrator or contact:

Pension Benefit Guaranty Corporation
Technical Assistance Division
1200 K Street N.W., Suite 930
Washington, D.C. 20005-4026

You may also call the PBGC at (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's Web site on the Internet at www.pbgc.gov

DEFINITIONS

Collective Bargaining Agreement or **Agreement** means any written agreement that specifies the detailed basis on which contributions are made to the Fund together with any modification, amendment, or renewal, including but not limited to:

- Collective bargaining agreements;
- Memoranda of understanding that incorporate by reference collective bargaining agreements or the Trust Agreement;
- Report forms in accordance with which contributions are made and that obligate the Employer to the provisions of the Trust Agreement; or
- Any other agreement obligating the Employer signatory thereto to participate in or be bound by the Trust Agreement and/or the Plan.

Continuous Employment means any periods of work not separated by quit, discharge, or other termination of employment between the periods.

Contributing Employer or **Employer** means any Employer who:

- Is a party to a Collective Bargaining Agreement with the Union, requiring periodic contributions to the Pension Fund created by the Trust Agreement or who in the past has been a party to the Collective Bargaining Agreement;
- Is a party of any Agreement or other similar instrument with the Union, which by its terms incorporates by reference a Collective Bargaining Agreement requiring the parties to make contributions to the Pension Fund;
- Is a party to any written instrument, with an Agreement to be bound by the terms and provisions of the Trust Agreement, including but not limited to, contribution report forms listing the Employees on whose behalf contributions are remitted, and encompassing provisions;
- In writing adopts and agrees to be bound by the terms and provisions of the Trust Agreement as the same may be amended or modified from time to time;
- By any course of conduct, including, but not limited to, oral representations to Employees, representatives of the Union, Trustees, attorneys, or other persons, ratifies or accepts the provisions of any Collective Bargaining Agreement that requires contributions to the Fund, or of any other written instrument that binds the Employer to make contributions to the Fund;
- Is a member of any of the Employer Associations, or becomes a member of any Associations, or who was a member at any time when representatives of the Associations began negotiations of the current Collective Bargaining Agreement on behalf of its members, whether or not membership is held current at all times; or
- Is a member of any other multi-employer bargaining unit, or becomes a member of any of multi-employer units that has a Collective Bargaining Agreement with the Union, whether formalized or existing solely as a matter of custom and practice.

Employer also means:

- The Union, for the purpose of providing benefits for the eligible Employees of the Union for whom the Union is obligated to contribute to the Pension Fund; and
- The Board of Trustees, for the purpose of providing benefits for the eligible Employees of the Trust for whom the Trust will contribute to the Pension Fund, in accordance with the Plan.

An Employer is not considered a Contributing Employer simply because it is part of a controlled group of corporations or of a trade or business under common control, some other part of which is a Contributing Employer.

Contribution Period means with respect to a unit or classification of employment, the period during which the Employer is a Contributing Employer with respect to the unit or classification of employment.

Covered Employment means employment including employment before the Contribution Period that, if performed during the Contribution Period, would result in required contributions being paid to the Fund, provided that:

- Only contributions made for hours contributed will be credited before June 1, 1976;
- For the period after June 1, 1976, hours of employment and required contributions will be credited only to the extent required by applicable federal law;
- In determining hours and contributions, the Trustees may rely upon:
  - Information supplied by the Employer or an authorized officer or agent of the Employer;
  - An audit of the Employer's records conducted pursuant to the terms of the applicable Collective Bargaining Agreement;
  - Information supplied by you (subject, however, to verification by the Employer or an authorized officer or agent of the Employer or by an audit of the Employer's records); or
  - A determination made by a court of competent jurisdiction.
- If Employer contributions are made or benefit accrual credit is given for the hours (or with respect to the time period encompassing the hours) under any other pension, profit sharing, or other retirement plan to which the Employer contributes or is required to contribute, the hours will not be credited as Hours of Work under the Plan.

If you believe that your Employer is or may be delinquent in making the required reports and contributions to the Fund, you must promptly disclose the information to the Trustees and cooperate fully with the Trustees in the determination of your hours and in the collection of the Employer Contributions.

Employee means:

- Any person employed by an Employer who performs electrical work within the jurisdiction of the Union, as listed in any applicable Collective Bargaining Agreement or by any custom or practice in the geographic area within which the Employer operates and his or her Employees perform work;
- Any person covered by a Collective Bargaining Agreement between an Employer and the Union or by a memorandum of understanding, signed by an Employer that incorporates by reference the provisions of any applicable Collective Bargaining Agreement or the provisions of the Trust Agreement, where the Employer is required to make contributions to the Pension Fund on the Employee's behalf;
- Any person on whose behalf an Employer has made contributions to the Pension Fund and has reported that on a standard report form that contains a provision binding the Employer to the provisions of the Trust Agreement; or
- Any person in a certified or recognized collective bargaining unit represented by the Union.

Employee also means:

- All eligible persons employed by the Union, on whose behalf the Union will make payments to the Trust at the times and at the rate of payment equal to that made by any other Employer who is a party to the Trust; and
- A leased employee of an Employer, within the meaning of Section 414(n) of the Internal Revenue Code, who otherwise meets the conditions for participation, vesting, and/or benefit accrual under the Fund.

Hour of Work or **Hour of Service** means:

- Each hour you are directly paid or entitled to payment by your Employer for the performance of duties. These hours will be credited for the computation period or periods in which the duties are performed; and
- Each hour for which back pay, irrespective of mitigation of damage, has been either awarded or agreed to by the Employer. These hours will be credited for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement, or payment was made.

Non-Bargained Employee means a Participant whose participation is not covered by a Collective Bargaining Agreement.

Normal Retirement Age means age 65 or, if later, your age on the fifth anniversary of your participation. In calculating the fifth anniversary of participation, participation before a permanent break in service is not counted.

Participant means a Pensioner or an Employee who meets the requirements for participation in the Plan or a former Employee who has acquired a right to a pension under the Plan.

Pension Credits means the period of Covered Employment for which credit is granted under this Plan for purposes of determining the amount of your pension or eligibility for certain types of pension.

Pension Fund or **Trust Fund** means the Electrical Workers General Pension Fund established under the Trust Agreement.

Pension Plan or **Plan** means the Plan Document as adopted by the Trustees and as amended by the Trustees.

Pensioner means a person to whom a pension under the Plan is being paid or to whom a pension would be paid but for time for administrative processing.

Period of Accrual means any calendar year or number of consecutive calendar years during which you earn Pension Credit based on your work in Covered Employment.

Retired or **Retirement** means leaving Covered Employment for a reason other than death after a Participant has fulfilled all requirements for a Regular, Early Retirement, or Disability Pension.

Trust Agreement means the Agreement and Declaration of Trust establishing the I.B.E.W. Local 701 Electrical Workers General Pension Fund dated effective as of June 1, 1971, and as amended.

Trustees means the Board of Trustees established and constituted from time to time in accordance with the Trust Agreement.

Union means Local 701 of the International Brotherhood of Electrical Workers.

Year of Vesting Service means of period of Covered Employment and Continuous Employment considered for purposes of determining eligibility for benefits under this Plan.

TABLE 1: EARLY RETIREMENT PENSION REDUCTION FACTORS

Percentage of Accrued Benefit Payable upon Early Retirement

Age	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
59	0.9600	0.9633	0.9667	0.9700	0.9733	0.9767	0.9800	0.9833	0.9867	0.9900	0.9933	0.9967
58	0.9200	0.9233	0.9267	0.9300	0.9333	0.9367	0.9400	0.9433	0.9467	0.9500	0.9533	0.9567
57	0.8800	0.8833	0.8867	0.8900	0.8933	0.8967	0.9000	0.9033	0.9067	0.9100	0.9133	0.9167
56	0.8400	0.8433	0.8467	0.8500	0.8533	0.8567	0.8600	0.8633	0.8667	0.8700	0.8733	0.8767
55	0.8000	0.8033	0.8067	0.8100	0.8133	0.8167	0.8200	0.8233	0.8267	0.8300	0.8333	0.8367

NOTE: Reduction is 4% per year from age 60 to age 55.

TABLE 2: DEFERRED PENSION EARLY RETIREMENT REDUCTION FACTORS

Percentage of Accrued Benefit Payable upon Early Retirement (For Deferred Pension Early Retirements)

Age	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
64	0.940	0.945	0.950	0.955	0.960	0.965	0.970	0.975	0.980	0.985	0.990	0.995
63	0.880	0.885	0.890	0.895	0.900	0.905	0.910	0.915	0.920	0.925	0.930	0.935
62	0.820	0.825	0.830	0.835	0.840	0.845	0.850	0.855	0.860	0.865	0.870	0.875
61	0.760	0.765	0.770	0.775	0.780	0.785	0.790	0.795	0.800	0.805	0.810	0.815
60	0.700	0.705	0.710	0.715	0.720	0.725	0.730	0.735	0.740	0.745	0.750	0.755
59	0.640	0.645	0.650	0.655	0.660	0.665	0.670	0.675	0.680	0.685	0.690	0.695
58	0.580	0.585	0.590	0.595	0.600	0.605	0.610	0.615	0.620	0.625	0.630	0.635
57	0.520	0.525	0.530	0.535	0.540	0.545	0.550	0.555	0.560	0.565	0.570	0.575
56	0.460	0.465	0.470	0.475	0.480	0.485	0.490	0.495	0.500	0.505	0.510	0.515
55	0.400	0.405	0.410	0.415	0.420	0.425	0.430	0.435	0.440	0.445	0.450	0.455

NOTE: Reduction is 6% per year from age 65 to age 55.

TABLE 3: ACTUARIAL EQUIVALENT REDUCTION FACTORS FOR PENSION BEFORE SUSPENSION OF BENEFITS

Age	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
55	154.43	154.16	153.90	153.63	153.37	153.10	152.84	152.57	152.30	152.04	151.77	151.51
56	151.24	150.97	150.70	150.43	150.16	149.89	149.62	149.35	149.08	148.81	148.54	148.27
57	148.00	147.73	147.45	147.18	146.90	146.63	146.35	146.08	145.80	145.53	145.25	144.98
58	144.70	144.42	144.14	143.86	143.58	143.30	143.03	142.75	142.47	142.19	141.91	141.63
59	141.35	141.07	140.78	140.50	140.22	139.93	139.65	139.37	139.08	138.80	138.52	138.23
60	137.95	137.66	137.38	137.09	136.80	136.51	136.23	135.94	135.65	135.36	135.08	134.79
61	134.50	134.21	133.92	133.63	133.34	133.05	132.76	132.47	132.18	131.89	131.60	131.31
62	131.02	130.73	130.44	130.14	129.85	129.56	129.27	128.97	128.68	128.39	128.10	127.80
63	127.51	127.22	126.92	126.63	126.33	126.04	125.75	125.45	125.16	124.86	124.57	124.27
64	123.98	123.69	123.39	123.10	122.80	122.51	122.21	121.92	121.62	121.33	121.03	120.74
65	120.44	120.14	119.85	119.55	119.26	118.96	118.67	118.37	118.07	117.78	117.48	117.19
66	116.89	116.60	116.30	116.01	115.72	115.42	115.13	114.84	114.54	114.25	113.96	113.66
67	113.37	113.08	112.78	112.49	112.20	111.90	111.61	111.32	111.02	110.73	110.44	110.14
68	109.85	109.56	109.26	108.97	108.68	108.38	108.09	107.80	107.50	107.21	106.92	106.62
69	106.33	106.04	105.74	105.45	105.15	104.86	104.57	104.27	103.98	103.68	103.39	103.09
70	102.80											