

NECA

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION



NECA-IBEW PENSION TRUST FUND

**Summary Plan Description
2013 EDITION**

SUMMARY PLAN DESCRIPTION
NECA-IBEW PENSION TRUST FUND

Revised June 1, 2013

If you work outside the geographical jurisdiction of the NECA-IBEW Pension Trust Fund, you may be entitled to have any pension contributions returned to this Trust Fund. In order to have your contributions transferred to this Trust Fund, it will be necessary that you register in the Electronic Reciprocal Transfer System (ERTS). Traveling employees must initially register on ERTS in person at a Local Union Office or Fund Office. Once your registration is complete and has been approved, your contributions can be returned to this Trust Fund. If you wish to stop the transfer of contributions to this Trust Fund, you must return to ERTS and request a Cessation of Contributions.

Every effort has been made to see that the information contained in this booklet is accurate at the time of its printing. However, should a conflict arise between this booklet and the legal documents governing the Plan, the legal documents shall, in all cases, govern.

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PLAN INFORMATION

Name of Plan

NECA-IBEW Pension Trust Fund

Administrative Manager

Mr. Steven L. Myers
NECA-IBEW Pension Trust Fund
2120 Hubbard Avenue
Decatur, Illinois 62526-2871
217-875-0254

Plan Administrator

Board of Trustees
NECA-IBEW Pension Trust Fund
2120 Hubbard Avenue
Decatur, Illinois 62526-2871

Fund Office

NECA-IBEW Pension Trust Fund
2120 Hubbard Avenue
Decatur, Illinois 62526-2871
217-875-0254

IRS Employer Identification Number

51-6029903

Plan Number

001

Agent For Service of Legal Process

Mr. Steven L. Myers
NECA-IBEW Pension Trust Fund
2120 Hubbard Avenue
Decatur, Illinois 62526-2871

Additionally, Service of Legal Process may be made upon any Plan Trustee.

Participating Employers

Participants and beneficiaries may receive from the Plan Administrative Manager, upon written request, information as to whether a particular employer or employee organization is a sponsor of the plan and, if the employer or employee organization is a plan sponsor, the sponsor's address.

PARTICIPATING IBEW LOCALS

<u>Location</u>	<u>Local #</u>
• Peoria, Illinois	Local #34
• Decatur, Illinois	Local #146
• Joliet, Illinois	Local #176
• Springfield, Illinois	Local #193
• Bloomington, Illinois	Local #197
• Fort Wayne, Indiana	Local #305
• Danville, Illinois	Local #538
• Champaign, Illinois	Local #601
• Lafayette, Indiana	Local #668
• Terre Haute, Indiana	Local #725
• Muncie, Indiana	Local #855
• Albany, Georgia	Local #1531

EMPLOYER TRUSTEES

Lloyd (Bud) Allen, Sr.
Bud Allen's Electric, Inc.
P.O. Box 3953
Champaign, IL 61826

David Bruce
Anderson Electric, Inc.
1609 S. Morris Ave.
Bloomington, IL 61701-6308

Tony Edgerly
Georgia Chapter NECA
PO Box 16148
Savannah, GA 31416-2848

Jon Huston
Huston Electric, Inc.
P.O. Box 4297
Lafayette, IN 47903

Ronald Roberts
Schmidt Electric, Inc.
5330 Distribution Dr.
Fort Wayne, IN 46825

Ted Uppole
Central Indiana Chapter – NECA
8900 Keystone Crossing, Suite 1000
Indianapolis, IN 46240

E. Wes Anderson
Anderson Electric, Inc.
3501 S. 6th Street Hwy W
Springfield, IL 62703

Thomas Conner
Eastern Illinois Chapter – NECA
1308 Houbolt Rd.
Joliet, IL 60431

William Fricke
J.L. Allen Co., LLC
PO Box 347
Tuscola, IL 61953

Mark Kawolsky
Central Illinois Chapter NECA
707 N.E. Jefferson Ave.
Peoria, IL 61603

Billy Serbousek
Illinois Chapter NECA
3701 S. 6th St. Rd.
Springfield, IL 62703

Larry Van Tries
Central Indiana Chapter – NECA
8900 Keystone Crossing, Suite 1000
Indianapolis, IN 46240

UNION TRUSTEES

Jim Bailey
IBEW Local #538
1290 North Michigan Ave.
Danville, IL 61834

Kevin Cope
IBEW Local #855
4601 S. Meeker Ave.
Muncie, IN 47302

Paul Flynn
IBEW Local #34
400 NE Jefferson Ave.
Peoria, IL 61603

Joe Kerr
IBEW Local #725
5675 E Hulman Dr.
Terre Haute, IN 47803

Jim Ogden
IBEW Local #668
2535 S. 30th St., Suite 1
Lafayette, IN 47909

Rich Veitengruber
IBEW Local #197
2407 Beich Rd., Suite A
Bloomington, IL 61705

Glen Baugh
IBEW Local #193
3150 Wide Track Dr.
Springfield, IL 62703

Shad Etcheson
IBEW Local #146
3390 N. Woodford St.
Decatur, IL 62526

Charlie Hoss
IBEW Local #601
3301 N. Boardwalk
Champaign, IL 61826

Steve Magruder
IBEW Local #176
1100 N. East Frontage Rd.
Joliet, IL 60431

Darrell Sade
IBEW Local #305
136 Chambeau Rd.
Fort Wayne, IN 46805

Allan York
IBEW Local #1531
1900 Clark Ave.
Albany, GA 31705

INTRODUCTION

Dear Participant:

The NECA-IBEW Pension Trust Fund began on June 1, 1971. The benefits of the Plan are financed by contributions that Employers pay into the Trust Fund. The contributions are based upon a rate per hour for all hours worked.

The Plan has been, and may be amended from time to time in order to meet changing conditions. Included among the duties of the Trustees are making such amendments as may be required in order to keep your Plan updated.

The Fund is controlled by a Board of Trustees consisting of an equal number of Union and Employer representatives. The duties, responsibilities and authority of the Trustees are set forth in the Trust Agreement that established the Fund.

Those of us who are not used to reading legal documents might have some difficulty in understanding some of the legal and technical language that is included in the Trust Agreement and the Plan itself. Therefore, we have authorized the publication of this booklet to explain, in everyday language, the chief provisions of the Trust and Plan as they have been amended through the date of publication of this booklet. Every effort has been made to avoid any conflict between the text of this booklet and the text of the legal instruments themselves but in case a conflict does exist, the text of the legal instruments will govern. This booklet only applies to those participants who work 1 hour or more on or after June 1, 2013. Please consult prior summary booklets or inquire of the Fund Office if you have questions relating to prior Plan rules.

This Pension Plan can be most important in building your future financial security and you are urged to familiarize yourself thoroughly with the details highlighted in this booklet so that you can protect your interest in the Plan.

Very truly yours,

BOARD OF TRUSTEES
NECA-IBEW PENSION TRUST FUND

EFFECTIVE DATE

The Plan became effective on March 14, 1972.

A Plan Year begins on June 1 and ends on May 31 each year. The Plan Year is the period on which the Plan keeps its annual records.

Our Plan was most recently amended and restated as of June 1, 2009.

CONTRIBUTIONS

Your Employers pay the entire cost of the Plan based on hourly rates negotiated by the Unions. Our Plan does not permit you to make voluntary contributions.

The term "Employer" means any employer who now or hereafter has an agreement with a local IBEW Union which requires periodic contributions to the Trust Fund under the Trust Agreement and any supplements, amendments or modifications thereof. The term shall also include employers who participate in the Fund by action of the Trustees appointed pursuant to the Trust Agreement.

Trustees of the Plan have fiduciary responsibility for all Plan assets. The assets are held in a tax-qualified trust.

Prior to August 1, 2006, the term "Employer contributions" meant 100% of all Employer contributions made or required to be made to the Fund on your behalf for work performed prior to that date.

Effective as of the dates below, the term "Employer contributions" means 100% of all Employer contributions made or required to be made to the Fund on your behalf for work performed after that date less the amount per hour that is listed in the table below. The listed hourly amount will be considered "non-credited Employer contributions and will not be credited to you or used in calculating your benefits, but will be non-credited, considered "funding contributions" and used to fund the Plan. All other Employer contributions will be considered credited and used in calculating your benefit.

Effective Date	Total Non-Credited Contribution Amount
8/1/2006	10¢ per hour
6/1/2007	25¢ per hour
10/1/2009	55¢ per hour
6/1/2010	90¢ per hour
6/1/2011	\$1.20 per hour
6/1/2012	\$1.70 per hour
6/1/2013	\$2.20 per hour

PLAN TYPE

Our Plan is a multiemployer defined benefit plan. The Plan provides you with a benefit at retirement determined by the Plan formula. Every year a certified actuary performs a valuation of our Plan to verify that the contributions received are sufficient to meet the minimum funding standards established by law. Your Trustees have the responsibility and discretion to invest all Plan assets.

Our Plan is a collectively bargained plan. The collective bargaining agreement is available for examination at the Fund Office by Plan participants and beneficiaries. A copy of the Collective Bargaining Agreement may be obtained with a written request to the Plan Administrative Manager.

Our employer identification number assigned by the IRS is 51-6029903. Our plan number is 001.

CREDITED SERVICE

Credited Service (or sometimes “Service”) means the number of years for which you receive credit for employment with participating Employers within the jurisdiction of the NECA-IBEW Pension Trust Fund, consisting of Past Service and Future Service. Credited Service is used to determine the eligibility for benefits under the Plan and to determine your place on the vesting schedule.

Credited Service may include credit for periods during which you worked in a non-covered job for which your Employer is not required to make contributions to the Trust Fund (Non-Covered Service). However, credit for Non-Covered Service is only granted if the period comes immediately before or after work in a job for the same Employer for which that Employer is required to make contributions (Covered Service), and provided you do not quit, are not discharged and do not retire between the 2 jobs.

Past Service

You will be credited with 1 year of Past Service for each Plan Year (June 1 through May 31) that you worked in the jurisdiction of the Union in Covered Service on or before June 1, 1971 or your Participation Date, if later. The term “Participation Date” for each Local Union that participates in the Pension Fund on the Effective Date of the Plan shall be June 1, 1971. The “Participation Date” for all Local Unions that join the Pension Fund subsequent to June 1, 1971, shall be the date on which contributions are first required to be made to this Pension Fund under the terms and conditions of a Collective Bargaining Agreement. Past Service will only be granted if contributions were made on your behalf within 2 Plan years following your Participation Date. Past Service can only be accumulated during the 10-year period immediately preceding your Participation Date and there is a maximum of 10 years of Past Service allowed. In the event you change local union affiliations after you begin participating in the Plan, your

Past Service Credit will be measured from the Participation Date of the local union which gives you the most Past Service Credit. You will not be credited with any Past Service for non-bargaining unit work.

Future Service

You will be credited with a partial or full year of Future Service for each Plan Year between June 1, 1971 and May 31, 1976 or your Participation Date, if later, during which you worked at least 400 hours for which contributions were required to be made to the Fund on your behalf. You will earn Future Service in accordance with the following table:

<u>Hours Worked During Plan Year For Which Contributions Were Required</u>	<u>Amount of Future Service</u>
Less than 400	-0-
400 but less than 800	¼ year
800 or more	1 year

On and after June 1, 1976, or your Participation Date if later, you will earn 1 year of Future Service for each Plan Year during which you work for an Employer a minimum of 870 hours. There are no partial years of Future Service after June 1, 1976.

Your "earned" pension as used throughout this booklet is the amount accrued for you as of the date your benefit is determined (e.g., at early retirement, termination, etc.) based on the sum of your Past Service benefit, if any, and your Future Service benefit as of such date.

Break in Service

Prior to June 1, 1976, a Break in Service occurred as of the last day of the second consecutive Plan Year during which you did not have at least 400 hours of Employer Contributions made on your behalf during the preceding 2 year period.

Beginning June 1, 1976, you will suffer a Break in Service as of the last day of any Plan Year during which you did not work for a contributing Employer at least 200 hours.

Beginning June 1, 1986, it shall not be considered a Break in Service if you are unable to maintain Service because of accident, illness or service in the Armed Forces. However, you must notify the Administration Office of the accident, illness or service in the Armed Forces using a form satisfactory to the Trustees. **No Credited Service will be earned during any period of accident, illness or service in the Armed Forces other than as required by law.** If you are receiving Total and Permanent Disability Benefits under this Plan, you will not suffer a Break in Service.

You will not suffer a Break in Service for any period you work in Non-Covered Service (one in which your Employer is not required to make contributions to the Trust Fund) with a Participating Employer as long as the period either immediately precedes or follows a period of work in Covered Service (one for which your Employer is required to make contributions to the Trust Fund) for the same Employer. However, you must not be discharged, quit or retire between the 2 jobs.

Beginning June 1, 1986, in addition to the conditions listed above, you will **not** suffer a Break in Service if you fail to work due to:

- pregnancy; or
- childbirth; or
- adoption or temporary placement prior to adoption; or
- child care immediately following childbirth or adoption.

Permanent Break in Service

Prior to June 1, 1976, if you suffered a Break in Service, you also suffered a "Permanent Break in Service" (i.e. you lost all benefits earned prior to that time).

Beginning June 1, 1976 until May 31, 1986, if you suffered consecutive Breaks in Service which were equal to or exceed your total years of Credited Service, you would also suffer a Permanent Break in Service.

Beginning June 1, 1986, you must have at least 5 consecutive Breaks in Service in order to suffer a Permanent Break in Service.

Once you become a vested Participant you can never suffer a Permanent Break in Service regardless of the number of consecutive Breaks in Service you suffer. In the event that you do suffer a Permanent Break in Service, all benefits earned prior to that time will be lost. If, at a subsequent time, you again become active in the Fund, you will be treated as a new Participant and will have to meet all of the requirements of a new Participant in order to establish your right to a benefit.

You will not suffer a Permanent Break in Service for any period you work in Non-Covered Service (one in which your Employer is not required to make contributions to the Trust Fund) with a Participating Employer as long as the period either immediately precedes or follows a period of work in Covered Service (one for which your Employer is required to make contributions to the Trust Fund) for the same Employer. However, you must not be discharged, quit or retire between the 2 jobs.

At any time that you suffer a Permanent Break in Service, you will lose **all** hours, Service credits, contributions and rights to pension benefits based thereon.

ELIGIBILITY AND ENTRY

In general, you will become a Plan Participant on the first day following the date on which Employer contributions are first required to be made to the Trust Fund on your behalf. However, there is a 90-day waiting period for all non-bargaining unit employees who are not Participants as of June 1, 2006 before they are eligible for participation in the Plan. But, if a non-bargained employee was previously a Participant (bargained or non-bargained) and has not suffered a Permanent Break in Service, that employee is not subject to the 90-day waiting period.

NORMAL RETIREMENT DATE

Your Normal Retirement Date is your 65th birthday or the fifth anniversary of your participation in the Plan, whichever is later. Participation before a Permanent Break in Service is forfeited.

NORMAL RETIREMENT BENEFITS

This is the benefit to which you are entitled upon reaching your Normal Retirement Date. If you have reached your Normal Retirement Date, you may apply to the Board of Trustees for your Normal Retirement Benefit. Your application must include all information necessary for the Board to determine your eligibility for the Benefit. (See Article III of the Plan document for additional information on Normal Retirement Benefits.)

Your **monthly** Normal Retirement Benefit equals the sum of your Past Service Benefit and your Future Service Benefit as defined below:

Past Service Benefit

Your Past Service Benefit is equal to \$2.00 times the number of years of Past Service earned for period June 1, 1961 to June 1, 1971, or the 10 year period prior to your Union's Participation Date, if later.

Future Service Benefit

Your Future Service Benefit is determined differently depending on when you earn your last year of Credited Service. Furthermore, if you have not earned a year of Credited Service after June 1, 1998, your benefit calculation may incorporate a different benefit rate.

If your last year of Credited Service is for the Plan Year ending May 31, 2013 or a later Plan Year and if you retire on or after June 1, 2013, your Future Service Benefit is calculated as 4.35% of the total, nonforfeited Employer contributions made on your behalf prior to June 1, 2003 (this includes the 10% increase described below); plus, 3% of the total, nonforfeited Employer contributions made on your behalf on or after June 1,

2003 but prior to August 1, 2006, plus 2.5% of the “credited” Employer contributions made on your behalf on or after August 1, 2006 but prior to June 1, 2009; plus 1% of the “credited” Employer contributions made on your behalf on or after June 1, 2009.

Employer contributions made or required to be made for work performed as of the dates below, the following amounts shall not be “credited” to the Participant, but shall be used to improve the funding of the Plan:

Effective Date	Total Non-Credited Contribution Amount
8/1/2006	10¢ per hour
6/1/2007	25¢ per hour
10/1/2009	55¢ per hour
6/1/2010	90¢ per hour
6/1/2011	\$1.20 per hour
6/1/2012	\$1.70 per hour
6/1/2013	\$2.20 per hour

For more information see the Contributions section on page 6.

However, for any Participant who worked 1 or more hours during the Plan Year ended May 31, 1999 for which contributions were required to be made to the Pension Fund, the amount of Employer Contributions made on the Participant’s behalf for work performed after the later of June 1, 1971 or his Union’s participation date and prior to June 1, 1999 shall be increased by 10%. But, this increase shall not apply to a Participant who is in receipt of monthly retirement or disability benefit payments as of May 31, 1999.

In calculating your Future Service Benefit, you will NOT receive credit for any contributions made on your behalf prior to incurring a Permanent Break in Service.

Example Calculation

Type of Benefit	How It Is Calculated (for retirements after June 1, 2009)
Past Service	\$2.00 times the number of years of Credited Past Service
Future Service	4.35% of Employer Contributions made on your behalf on or after June 1, 1971 and before June 1, 2003, plus
(if applicable)**	4.35% of Employer Contributions made on your behalf on or after June 1, 1971 and before June 1, 1999 x 10%, plus
Future Service	3% of Employer Contributions made on your behalf on or after June 1, 2003 and before August 1, 2006, plus
Future Service	2.5% of the “credited” Employer Contributions made on your behalf on or after August 1, 2006 and before June 1, 2009, plus
Future Service	1% of the “credited” Employer Contributions made on your behalf on or after June 1, 2009.

** You are only entitled to this 10% increase if you worked at least 1 hour in the Plan Year ending on May 31, 1999 and were not in receipt of monthly retirement or disability benefit payments as of May 31, 1999.

For example, suppose you retired from active status May 31, 2013 at age 65 (your Normal Retirement Date) with 30 years of Credited Service and that: (1) between June 1, 1971 and May 31, 1999 \$24,000 was contributed on your behalf by Employers and you worked at least 1 hour in the Plan Year ending May 31, 1999; and (2) between June 1, 1999 and May 31, 2003 \$3,000 was contributed on your behalf by Employers; and (3) between June 1, 2003 and July 31, 2006 \$3,000 was contributed on your behalf by Employers; and (4) between August 1, 2006 and May 31, 2009 \$2,500 in "credited" contributions was contributed on your behalf by Employers and (5) between June 1, 2009 and May 31, 2013 \$2,700 in "credited" contributions was contributed on your behalf by Employers. Your retirement benefit consists of your total Future Service Benefit.

After inserting the applicable numbers from the paragraph above, your total retirement benefit is calculated as follows:

Future Service -	4.35% x (\$24,000 + \$3,000)	= \$1,174.50 per month
	4.35% x (10% of \$24,000)	= \$ 104.40 per month
	3% of \$3,000	= \$ 90.00 per month
	2.5% of \$2,500	= \$ 62.50 per month
	1% of \$2,700	= \$ <u>27.00 per month</u>
		\$1,458.40 per month

In this example, your total retirement benefit would be \$1,458.40 per month.

Benefit Limits

There is a cap on the dollar amount of your benefit. This dollar cap varies depending on your age at pension commencement and year of retirement. **If your earned benefit exceeds this limit, your benefit must be reduced.**

An accurate calculation of your maximum benefit limit cannot be done until you retire. However, an approximate preliminary determination can be made well before retirement. If you wish to have this preliminary calculation made, contact the Fund Office.

RETIREMENT BENEFIT PAYMENTS

Upon reaching your Normal Retirement Date (the later of age 65 or the fifth anniversary of your participation in the Plan) as an active Participant, you will become 100% vested in your retirement benefits. If you continue working beyond your Normal Retirement Date the Plan will continue to give you credit for contributions made on your behalf subsequent to your Normal Retirement Date.

Required Distributions

If you do not apply for a benefit on your Normal Retirement Date or the date you cease to be employed by a participating Employer, you will be deemed to have elected to defer receipt of your benefit until you do apply for your benefit. Application for your benefit must be made in writing on a form to be obtained from the Fund Office.

Regardless of whether or not you continue working or apply for your benefit, you will be required by federal law to begin receiving distribution of your benefits beginning on the April 1 following the close of the calendar year in which you attain age 70-1/2.

Unmarried Retiree

If you are single when you retire, absent any qualified election to the contrary, you will receive your Normal Retirement Benefit in equal monthly installments for life with post-retirement provisions that provide for at least 60 payments (referred to as the "Single Life Option"). You may waive your right to receive payments under the Single Life Option and, instead, elect to receive payments under the 10-Year Certain Period Option (described on page 13). However, you must meet the eligibility requirements for the 10-Year Certain Period Option in order to make such an election.

Married Retiree

If you have been married for at least 1 full year when you retire, absent any qualified election to the contrary, you will receive a reduced monthly benefit in the form of a Joint & 100% Survivor Option. This Option pays you monthly installments while you are alive. If your spouse should survive you, your spouse will continue to receive payments equal to 100% of the original amount you were receiving, following your death. If your spouse should predecease you, your benefit will revert to the amount you would have received under the Single Life Option.

Your monthly benefit will be a **reduced amount** that is the actuarial equivalent of the Single Life Option described under "Unmarried Retiree" on page 13. If you are married and wish to elect payments under the Joint & 50% Survivor Option (described on page 14), Single Life Option (described on page 13) or the 10-Year Certain Period Option (described below), you must first waive your right to receive the Joint & 100% Survivor Option and your spouse must consent to the waiver.

10-Year Certain Period Option

An unmarried retiree or a married retiree who has waived his right to receive payments under the Joint & 100% Survivor Option with spousal consent, may elect to receive payments under the 10-Year Certain Period Option. The 10-Year Certain Period Option provides a reduced pension for as long as you live and guarantees at least 120 monthly payments. In the event your death occurs before you have received 120 payments, the payments will continue to your beneficiary for the balance of the 120-month period so that the total payments made to you and your beneficiary equal at least 120 (or 10 full years).

Joint & 50% Survivor Option

If you have been married for at least 1 full year when you retire, you may elect to receive a reduced monthly benefit in the form of a Joint & 50% Survivor Option. This Option pays you monthly installments while you are alive. If your spouse should survive you, your spouse will continue to receive payments equal to 50% of the original amount you were receiving, following your death. If your spouse should predecease you, your benefit will revert to the amount you would have received under the Single Life Option.

EARLY RETIREMENT BENEFITS

If you have reached your Early Retirement Date, you may apply to the Board of Trustees for an Early Retirement Benefit. Your application must include all information necessary for the Board to determine your eligibility for the Benefit. (See Article IV of the Plan document for additional information on Early Retirement Benefits.)

Early Retirement Date

If you have at least 1 hour in Covered Service on or after May 1, 1999, your Early Retirement Date is your 55th birthday or the date you earn 5 years of Credited Service, whichever is later.

Amount of Early Retirement Benefits

Your Early Retirement Benefit is your Normal Retirement Benefit multiplied by an Early Retirement Factor from Table A, B, C or D below.

- Table A is for Participants who have at least 1 hour in Covered Service on or after May 1, 2000 and initially retire on or after June 1, 2000.
- Table B is for Participants who have at least 1 hour of Covered Service on or after December 1, 1999 and initially retire on or after January 1, 2000.
- Table C is Participants who have at least 1 hour in Covered Service on or after May 1, 1999 and initially retire on or after June 1, 1999.

- Table D is for Participants who do not qualify for Tables A, B or C.

Age at Early Retirement	Early Retirement Factor			
	<u>Table A</u>	<u>Table B</u>	<u>Table C</u>	<u>Table D</u>
65	100%	100%	100%	100%
64	100%	100%	100%	100%
63	100%	100%	100%	100%
62	100%	100%	100%	100%
61	100%	100%	100%	94%
60	100%	100%	90%	88%
59	92.5%	90%	82%	82%
58	85%	80%	76%	76%
57	77.5%	70%	70%	70%
56	70%	60%	50%	N/A
55	62.5%	50%	40%	N/A

The Early Retirement Benefits paid from this Plan are subject to the same maximum benefit limits as the Normal Retirement Benefits.

Form of Early Retirement Benefits

As with the Normal Retirement Benefit, your Early Retirement Benefit will be paid in the form of the Single Life Option if you are not married and in the form of the Joint & 100% Survivor Option if you are married. You may elect that your benefits be distributed in the Joint & 50% Survivor Option (if you are married at the time of your retirement), the Single Life Option or the 10-Year Certain Period Option. In order for married Participants to receive payments in a form other than a Joint & 100% Survivor Option, you must waive your right to receive the Joint & 100% Survivor Option and your spouse must consent to such election. **If you elect payments in a form other than a Single Life Option, your benefit will be actuarially reduced to reflect that election.**

Example Calculation

Suppose the monthly amount you would be entitled to at age 65 (your Normal Retirement Age) is \$1,458.40 (see example calculation under “Normal Retirement Benefits” above). Suppose your Normal Retirement Date is July 31, 2020 but you want to begin receiving Early Retirement Benefits as of July 31, 2013 at age 58. Assuming you meet the age and Service requirements for an Early Retirement Benefit, your benefit would be calculated as shown below:

Assuming you qualify for Table A on this page, the appropriate Early Retirement Factor is 85%. Therefore your Early Retirement Benefit is \$1,239.64 (85% of \$1,458.40).

TOTAL AND PERMANENT DISABILITY BENEFITS

You may apply for Total and Permanent Disability Benefits if you become Totally and Permanently Disabled (as defined below) before retirement and if you have completed at least 10 years of Service (including 2 years of Future Service) and have had Employer contributions made (or required to be made) to the Fund on your behalf at some time during the 2 consecutive Plan Years immediately preceding to the date of the disability. You must apply for a Total and Permanent Disability Benefit and your application must include all information necessary for the Board to determine your eligibility for the Benefit. (See Article VII of the Plan document for additional information on Total and Permanent Disability Benefits.)

If you become Totally and Permanently Disabled on or after June 1, 2001, are *non-vested* and have not suffered a Permanent Break in Service, you shall be entitled to a single sum benefit in an amount equal to the sum of: (1) 110% of all Employer Contributions made or required to be made on your behalf for work performed prior to June 1, 1999, provided you are credited with at least 1 Hour of Service between June 1, 1998 and May 31, 1999; plus (2) 100% of all Employer Contributions made or required to be made on your behalf for work performed on or after June 1, 1999 and prior to August 1, 2006; plus (3) 100% of "credited" Employer Contributions made or required to be made on or after August 1, 2006. If you are not credited with at least 1 Hour of Service between June 1, 1998 and May 31, 1999, then you shall receive 100% of the Employer Contributions made or required to be made on your behalf for work performed prior to June 1, 1999; plus 100% of all Employer Contributions made or required to be made on his behalf for work performed on or after June 1, 1999 and prior to August 1, 2006; plus 100% of "credited" Employer Contributions made or required to be made on or after August 1, 2006. Any "non-credited" Employer Contributions made or required to be made on or after August 1, 2006 shall not be considered in calculating this benefit. In addition, any Employer Contributions made or required to be on your behalf are lost if you suffer a Permanent Break in Service and shall not be considered in calculating the above benefit.

If you receive a Non-Vested Disability Benefit pursuant to the above provisions, you shall thereafter be ineligible to receive additional Non-Vested Disability Benefits. Furthermore, any Employer Contributions which are distributed in a single sum benefit shall not be considered in the calculation of your Future Service Benefit.

Definition of Total and Permanent Disability

You will be considered to be Totally and Permanently Disabled under this Plan if and when the Trustees find on the basis of medical evidence, that you have a physical or mental condition which completely prevents you from engaging in any occupation for wage or profit and, in the opinion of the medical examiner, will be permanent and continuous. This criteria is intended to be substantially the same as qualification for Social Security disability eligibility. If you qualify for Social Security disability eligibility, then you qualify under the criteria of this Plan. However, you shall not be deemed to be

Totally and Permanently Disabled for the purpose of this Pension Plan if the incapacity was contracted, suffered or incurred while engaged in a felonious enterprise, or from an injury, wound or disability incurred while serving with the Armed Forces of the United States or from any injury, wound or disability suffered or arising out of a state of war.

Amount and Form of Disability Benefits

If you are determined by the SSA to have been Totally and Permanently Disabled with a date of disability prior to August 1, 2006, your monthly disability payments will be in an amount equal to your earned pension as of the date disability payments begin. These payments will be paid to you until you reach age 65 or until you are no longer disabled, if earlier. If you are still Totally and Permanently Disabled on your Normal Retirement Date, you will begin receiving Normal Retirement Benefits as described above and your disability benefits shall cease.

However, if you are determined by the Social Security Administration to have been Totally and Permanently Disabled with a date of disability on or after August 1, 2006, or, otherwise, as determined by the Trustees to be Totally and Permanently Disabled with a date of disability on or after August 1, 2006, the monthly Total and Permanent Disability Benefit shall be equal to 62.5% of your Normal Retirement Benefit accrued to the date of disability. The benefit shall be payable only during continued Total and Permanent Disability or until reaching age 55 at which time your right to receive further Total and Permanent Disability Benefit payments shall cease.

Once Total and Permanent Disability Benefits cease, you may apply for any Early or Normal Retirement benefit for which you are eligible.

If you should die while receiving Total and Permanent Disability Benefits your designated beneficiary may be entitled to a Death Benefit as described below.

DEATH BENEFITS

(See Article VIII of the Plan document for additional information on Death Benefits.)

Pre-Retirement Death Benefits

Should you die before you begin receiving retirement benefits from the Pension Fund, your surviving spouse or beneficiary may be entitled to receive a Pre-Retirement Death Benefit. The form, amount and starting date of the payments will depend upon certain factors and your date of death. The following are the types of Pre-Retirement Death Benefits available. Please remember that only 1 Pre-Retirement Death Benefit will be payable on your behalf. The Pre-Retirement Death Benefit differs for non-vested Participants and vested Participants.

Pre-Retirement Death Benefits for Non-Vested Participants

If you are non-vested and have not suffered a Permanent Break in Service and die on or after June 1, 2001, your Beneficiary shall be entitled to a single sum benefit equal to the sum of: (1) 110% of all Employer Contributions made or required to be made on your behalf for work performed prior to June 1, 1999, provided you are credited with at least 1 Hour of Service between June 1, 1998 and May 31, 1999; plus (2) 100% of all Employer Contributions made or required to be made on your behalf for work performed on or after June 1, 1999 and prior to August 1, 2006; plus (3) 100% of "credited" Employer Contributions made or required to be made on or after August 1, 2006. If you are not credited with at least 1 Hour of Service between June 1, 1998 and May 31, 1999, then you shall receive 100% of the Employer Contributions made or required to be made on your behalf for work performed prior to June 1, 1999; plus 100% of all Employer Contributions made or required to be made on his behalf for work performed on or after June 1, 1999 and prior to August 1, 2006; plus 100% of "credited" Employer Contributions made or required to be made on or after August 1, 2006. Any "non-credited" Employer Contributions made or required to be made on or after August 1, 2006 shall not be considered in calculating this benefit. In addition, any Employer Contributions made or required to be made on your behalf are lost if you suffer a Permanent Break in Service and shall not be considered in calculating the above benefit.

Pre-Retirement Death Benefits for Vested Participants

There are 2 Pre-Retirement Death Benefits for Vested Participants: (1) Surviving Spouse Benefit; and (2) Period Certain Benefit

Surviving Spouse Benefit

If your death occurs after you are vested, but prior to your having received any retirement benefits from the Fund, your surviving spouse will be eligible to receive a Pre-Retirement Death Benefit equal to 50% of the monthly benefit you would have received under the Joint & 50% Survivor Option form at your Earliest Retirement Date.

Period Certain Benefit

If you are not survived by a spouse and your death occurs after you are vested, but prior to your having received any retirement benefits from the Fund, your beneficiary will be entitled to receive a Pre-Retirement Death Benefit in an amount equal to your monthly Normal Retirement Benefit which will be payable for 60 months. However, the 60 month period will be reduced by 1 for each monthly Total and Permanent Disability payment you received prior to your death. Your beneficiary who is entitled to the Period Certain Benefit may elect to have the remaining value of this benefit paid in a single lump sum.

A surviving spouse who is eligible for a Surviving Spouse Benefit may elect to receive the Period Certain Benefit provided its value is at least as great as the value of the Surviving Spouse Benefit. A surviving spouse may also elect to receive a lump sum payment equal to the remaining value of the Period Certain Benefit or the remaining value of the Surviving Spouse Benefit, whichever is greater.

Post-Retirement Death Benefits

Post-Retirement Death Benefits are payable to your beneficiary depending on the form of payment you were receiving prior to your death. The Joint & 50% Survivor and Joint & 100% Survivor Options provide for a continuation of 50% or 100% of your monthly benefit, respectively, to your surviving spouse.

The Single Life and 10-Year Certain Period Options provide for the continuation of your monthly benefit for the balance of 60 or 120 months, respectively, to your beneficiary. In lieu of this continuation, your beneficiary may elect to receive the value of the remaining payments.

VESTED BENEFITS

If you have accumulated at least 5 years of Credited Service, you are considered “Vested” and may apply to the Board of Trustees for a Vested Benefit. Your application must include all information necessary for the Board to determine your eligibility for the Benefit. However, no Vested Benefit will be payable while you are receiving a Total and Permanent Disability Benefit. (See Article V of the Plan document for additional information on Vested Benefits.)

Amount of Vested Benefits

The amount of your Vested Benefit is equal to your Early or Normal Retirement Benefit. The Vested Benefit will be determined under the Plan as it was in effect on the earlier of: (1) the first day of the Plan Year immediately following the last Plan Year in which you earned a year of Future Service; or (2) the date of your actual retirement.

Form of Vested Benefits

Upon approval of your application, your Vested Benefit will become payable when you reach your Normal or Early Retirement Date. If you decide to begin receiving payments prior to your Normal Retirement Date, your Vested Benefit is calculated under the same terms applicable to an Early Retirement Benefit beginning at the same age. **Vested Benefits paid from this Plan are subject to the same maximum benefit limits as Normal Retirement Benefits.**

As with Normal and Early Retirement Benefits, your Vested Benefit will be paid in the form of the Single Life Option if you are not married and in the form of the Joint & 100% Survivor Option if you are married. You may elect that your benefits be distributed in the Joint & 50% Survivor Option (if you are married at the time of your retirement), the

Single Life Option or the 10-Year Certain Period Option. If you are married, you must waive your right to receive the Joint & 100% Survivor Annuity and your spouse must consent to such election before you may receive payments in an alternate form. **If you elect payments in a form other than the Single Life Option, your benefit will be actuarially reduced to reflect that election.**

SMALL BENEFITS

If the single lump sum value of benefits payable to you is less than \$1,000, you will receive such lump sum payment instead of the other benefits described in this booklet. You need not consent to and cannot elect out of the small benefit lump sum payment.

In the event the single lump sum of the benefits due to you is greater than \$1,000 but less than \$5,000, the Trustees will allow you to elect in writing, on a form satisfactory to the Trustees, to have such benefit paid in a lump sum.

The Trustees may make arrangements for the payment of small monthly amounts in larger, less frequent installments.

SUSPENSION OF BENEFITS

If you are entitled to receive or are receiving a Normal Retirement, Early Retirement or Deferred Vested Benefit, your benefit will be “suspended” (i.e. forfeited) for any month during which you work 40 or more hours in Disqualifying Employment. “Disqualifying Employment” means employment in the same industry, in the same trade or craft and in the same geographic area in which you worked prior to benefit commencement or entitlement.

If you return to employment with an Employer and are past your required beginning date (April 1st of the calendar year following the calendar year in which you attain age 70-1/2), you will not be subject to suspension of benefits. If you are past your required beginning date, your benefit will be recalculated from the first hour of Service earned after returning to employment.

The Plan’s rules regarding suspension of benefits, recalculation of benefits upon re-employment, offset of benefits, suspension notification, presumptions, advance determination and suspension appeal procedures appear at Article XIII of the Plan document. You may obtain a copy of these rules free of charge by contacting the Fund Office.

CREDIT FOR MILITARY SERVICE

If you leave the trade in order to serve in the uniformed services (which may include the National Guard, the commissioned corp. of the Public Health Service and other types of service designated by the President in time of war or emergency) you may be eligible to receive additional vesting credits and benefit accruals under the provisions of the

Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Such service is referred to in this Plan as "Military Service".

While you are in Military Service, you will be credited with at least 72.5 hours for each month of military service or you shall be credited with the higher of 72.5 hours of work credit, or the average number of monthly hours you worked during the 12 month period immediately preceding your Military Service period, whichever is greater.

The contribution rate used will be the contribution rate of your Home Local Union. However, in order to receive credit for your Military Service, you must follow strict rules regarding notification of the Fund Office when you enter the Military Service and reapplication for covered employment upon leaving the Military Service. The time periods for you to reapply for covered employment vary depending upon the length of time you were in Military Service. For example:

1. If the Military Service was less than 31 days, you must reapply for covered employment within the first full regularly scheduled work period on the first calendar day following discharge from Military Service, plus the expiration of 8 hours after reasonable and actual time for transportation back to the Participant's residence;
2. If the Military Service is more than 31 days, but less than 181 days, you must reapply for covered employment no later than 14 days following discharge from the Military Service;
3. If the Military Service is more than 180 days, you must reapply for covered employment beginning on the day not later than 90 days after discharge from Military Service.

You should contact the Fund Office for a complete explanation of the USERRA rules and your obligations in order to receive credit for Military Service before you begin such Military Service. If you do not contact the Fund Office before you begin Military Service, you should contact the Fund Office within the time periods listed above to preserve your rights under USSERA. **Failure to do so could result in you not receiving credit for the period of your Military Service.**

For Military Service on or after January 1, 2007, the survivors of a Participant who dies while performing Military Service will receive any additional benefits (other than benefit accruals relating to the period of qualified Military Service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

PLAN ADMINISTRATION AND CLAIMS

Plan Administrator

Under federal law, the Plan Administrator is the Board of Trustees appointed by the Unions and Employers. The Trustees are responsible for the administration and interpretation of the Plan in a uniform and nondiscriminatory basis. Subject to the stated purposes of the Fund and the provisions of the Plan Document, the Trustees shall have full and exclusive authority to determine all questions of eligibility and interpretations of the Trust and Plan Document. The Trustees shall have full power to construe the provisions hereof, and any related documents. Any determination and construction adopted by the Trustees in good faith shall be binding upon all of the parties hereto and the beneficiaries and dependents of beneficiaries hereof. No matter respecting the foregoing or any difference arising thereunder or any matter involved in or arising under the Trust or Plan Document shall be subject to the grievance or arbitration procedure established in any collective bargaining agreement between the Association and the Union; provided, however, that this clause shall not affect the rights and liabilities of any of the parts under any of such collective bargaining agreements.

It is the intent of the drafters of the Plan Document that the Trustees possess the discretion to determine eligibility for benefits and to construe the terms of the Trust and/or Plan governing benefits. It is also the intent of the drafters, by adopting the discretionary power specified above, that the decisions of the Trustees as to the granting or denial of benefits and the construction of terms of the Trust and/or Plan Document are reviewed only pursuant to an "arbitrary and capricious" standard by a reviewing court, as enunciated by the *United States Supreme Court in Firestone Tire and Rubber Company v. Bruch*, 489 U.S. 101 (1989).

The Trustees have appointed an administrative manager to carry out the administrative duties.

Denial of Benefits

The following rules shall apply in the event a claim for benefits is denied, in whole or in part:

A. Timing of Notice of Denial of Claims - Other Than Disability

If a claim, except for a claim for disability benefits, is wholly or partially denied, the Plan Administrator shall notify the claimant of the denial within 90 days after receipt of the claim by the Plan, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

B. Timing of Notice of Denial of Disability Claims

In the case of a denial of disability benefits, the Plan Administrator shall notify the claimant of the denial within 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant, prior to the expiration of the initial 45 day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30 day extension period, the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Plan Administrator notifies the claimant, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any extension under this paragraph, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

C. Calculation of Time

The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed in accordance with the Plan, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended as permitted due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be put on hold from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

D. Content of Notice

The Plan Administrator shall provide a claimant with written or electronic notification of any denial. Any electronic notification shall comply with the standards imposed by law. The notification shall set forth, in a manner calculated to be understood by the claimant,

1. The specific reason or reasons for the denial;
2. Reference to the specific Plan provisions on which the determination is based;
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;

4. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following a denial on review;
5. In the case of an adverse benefit determination concerning disability benefits:
 - a. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol or other similar criterion; or a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge to the claimant upon request; or
 - b. If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances or a statement that such explanation will be provided free of charge upon request.

Appeal of a Denial of Benefits

The following rules shall apply in the event a claim for benefits is denied, in whole or in part and you (or the claimant) wish to appeal the denial to the Board of Trustees:

A. Appeals Procedures

1. The claimant shall have 60 days following receipt of a notification of a denial of benefits within which to appeal the denial;
2. The claimant shall have the opportunity to submit written comments, documents, records and other information relating to the claim for benefits;
3. The claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other relevant information.
4. The review on appeal shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
5. The Trustees shall be empowered to hold a hearing at which such applicant shall be entitled to present the basis of his claims for review and at which he may be represented by counsel.
6. The Trustees shall make a benefit determination no later than the date of the meeting of the Trustees that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a benefit determination may be made by no

later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a benefit determination shall be rendered not later than the third meeting of the Trustees following the Plan's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Plan Administrator shall provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Plan Administrator shall notify the claimant, in accordance with subsection 9 below, of the benefit determination as soon as possible, but not later than 5 days after the benefit determination is made.

7. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is filed in accordance with the reasonable procedures of a Plan, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as permitted pursuant to subsection 6. of this Section due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.
8. In the case of an adverse benefit determination on review, the Plan Administrator shall provide such access to, and copies of, documents, records and other information described in subsections 9.c, d or e of this Section as is appropriate.
9. The Plan Administrator shall provide a claimant with written or electronic notification of a Plan's benefit determination on review. Any electronic notification shall comply with the standards imposed by law. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by the claimant:
 - a. The specific reason or reasons for the denial;
 - b. Reference to the specific Plan provisions on which the benefit denial is based;
 - c. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other relevant information to the claimant's claim for benefits;
 - d. A statement of the claimant's right to bring an action under Section 502(a) of ERISA; and

- e. In the case of a claim for disability benefits:
 - i. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol or other similar criterion; or a statement that such rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol or other similar criterion will be provided free of charge to the claimant upon request;
 - ii. If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances or a statement that such explanation will be provided free of charge upon request.

In considering appeals, as in all other matters concerning administration of the Plan, the Trustees retain the full right and discretion to interpret and apply Plan provisions. Benefits under this Plan will be paid only if the Plan administrator decides, in its discretion, that the applicant is entitled to them.

Arbitration

In the event that you or your beneficiary's claim for benefits is denied on appeal, you may request that the Trustees agree to arbitrate the claim. The Trustees, at their discretion, may agree to this request. If the Trustees do not agree to a request for arbitration, then you or your beneficiary may file an action in court to recover the denied benefits if you so desire. The decision of the Trustees on whether to agree to arbitrate is final.

WITHDRAWAL OF FUNDS

Under the defined benefit type of pension plan, no withdrawal of contributions, either partial or complete, is permitted. Money contributed on your behalf is payable only in the form of Retirement, Disability, Death or Vested Benefits.

TAXES ON BENEFIT PAYMENTS

Your pension benefit payments are subject to federal (and possibly state) income taxes. **Under federal law, income taxes will be withheld automatically, unless you elect otherwise, in writing.** You will be sent Form W4-P on which you may elect or reject the automatic withholding at the time your benefit application is being processed. You may also use this form to specify an amount other than the mandatory amount to be withheld.

You will be sent a new form on which to make an election or rejection each year. If, during the year, you wish to change your mind on the election, rejection or amount of withholding, please contact the Fund Office.

If you receive a lump sum payment that is not rolled over into another tax qualified plan or individual retirement account (IRA), such payment will be subject to a mandatory 20% withholding. A rollover is direct trust-to-trust transfer.

RIGHT OF RECOVERY

If the Plan makes inadvertent, mistaken or excessive payment of benefits not provided for under the terms of the Plan, the Trustees or their representatives shall have the right to recover such over payments from the Participant or Beneficiary who received them. Recovery of such payments may be made through, but is not limited to, offset or reduction of future benefit payments.

ASSIGNMENT OF BENEFIT PAYMENTS

Generally, your pension payments **cannot** be assigned, transferred, pledged or attached by creditors. However, the Pension Plan must honor the terms of any Qualified Domestic Relations Order (QDRO) issued by a court. For the purpose of the Plan, a QDRO is any judgment, order, decree or approval of a property settlement agreement made on the basis of a domestic relations law. The Order may relate to child support, alimony or marital property rights to a spouse, former spouse, child or other dependent and may direct payment of all or a part of your pension benefit to another person.

The Plan's procedures regarding QDROs can be found in Section 9.13 of the legal Plan Document. You may obtain a copy of these procedures free of charge by contacting the Fund Office.

PAYMENTS TO MISSING PERSONS

If payments cannot be made to a Participant or Beneficiary when payments are due because, after a due diligent search, that Participant's or Beneficiary's identity or whereabouts cannot be determined, the payments will be forfeited. However, if that person or whereabouts are later determined, payments will be made to the Participant or Beneficiary after an application for benefit has been made in writing on a form obtained from the Fund Office.

CIRCUMSTANCES WHICH COULD AFFECT YOUR RETIREMENT BENEFITS

Under certain circumstances, your benefits under the Plan may be denied, reduced or suspended. These circumstances include the following:

- If your benefit exceeds the maximum limitations established by law, it will be reduced. The maximum amount varies depending on your age at pension commencement and year of retirement.
- If you join an excluded class of employees you may not be eligible for further Plan participation and this may affect part or all of your future retirement benefits.
- No credit will be given towards the vesting of benefits during any Plan Year in which you do not earn a year of Credited Service.
- A Break in Service may affect you in several ways. Upon returning to work, you may have to fulfill the participation requirements as if you were a new employee first starting to work before you become eligible to re-enter the Plan. Your prior years of vesting Service could be affected if you incurred a Permanent Break in Service. If so, the amount of your accrued Vested Benefit will be affected.
- Pre-retirement disability may result in ineligibility for additional benefit accruals and limit your retirement benefits to those earned prior to the disability.
- If you die prior to the time that you are eligible for spouse protection, your spouse may not have any right to the automatic survivor's benefit.
- In the event of termination of the Plan, if the amount of your benefit exceeds the limit guaranteed by the Pension Benefit Guaranty Corporation (PBGC), you may lose a portion of your benefit.
- If you engage in Disqualifying Employment.

PLAN MODIFICATION OR TERMINATION

Amending or Terminating the Plan

While the Unions and the Employers expect to continue the Plan indefinitely, they have the joint right to amend or terminate the Plan at any time. However, except for limited circumstances allowed by law, no amendments can reduce the benefits you have already earned.

If the Plan enters into endangered or critical status, as defined by the Pension Protection Act (PPA), the Trustees may modify future benefit accruals or reduce future benefits. You will be notified if the Plan enters into either status.

Asset Distribution Upon Termination

If the Plan is terminated, the Plan assets will be distributed in the order of priority set by the Employee Retirement Income Security Act of 1974 (ERISA) which regulates pension plans. If assets remain after the liabilities for all accrued benefits and expenses have been satisfied, all benefits will be increased as necessary to liquidate the excess assets. In no event can money go back to an employer after termination.

BENEFITS INSURED BY THE PBGC

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension agreement involving 2 or more unrelated employers, usually in a common industry.

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of Service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual 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.

The PBGC guarantee generally covers: (1) Normal and Early Retirement Benefits; (2) Disability Benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the Plan terminates; or (ii) the time the Plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) 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 it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street

N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

STATEMENT OF RIGHTS UNDER EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

Your Rights

As a Participant in the NECA-IBEW Pension Trust 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 shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and 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.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Subject to limitation allowed by law, obtain a copy of any periodic actuarial report, a copy of any quarterly, semi-annual or annual financial report prepared by an investment advisor or other fiduciary or a copy of the application filed with the Security of Treasury requesting an extension of amortization periods under Section 304 of ERISA and the determination of such Secretary pursuant to such application. Requested reports must be in possession of the Plan for at least 30 days before the Plan Administrator is required to furnish the reports. These reports must be requested in writing and are not required to be given more than once every 12 months. The Plan Administrator may make a reasonable charge for the copies.

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.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate 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 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 administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. 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 Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.