

# NECA-IBEW PENSION TRUST FUND



## Summary Plan Description 2024 EDITION

***SUMMARY PLAN DESCRIPTION***  
***NECA-IBEW PENSION TRUST FUND***

**Revised June 1, 2024**

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. 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.

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**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 (including, for example, the pension plan document), the legal documents shall, in all cases, govern.**

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## **TABLE OF CONTENTS**

Introduction .....	4
Plan Information .....	5
Participating IBEW Locals .....	6
Employer Trustees .....	7
Union Trustees .....	8
NECA-IBEW Website .....	9
Effective Date .....	10
Contributions .....	10
Plan Type .....	11
Credited Service .....	12
Eligibility and Entry .....	14
Normal Retirement Date .....	14
Normal Retirement Benefits .....	15
Retirement Benefit Payments .....	18
Early Retirement Benefits .....	19
Late Retirement Benefits .....	21
Total and Permanent Disability Benefits .....	21
Death Benefits .....	24
Vested Benefits .....	26
Small Benefits .....	26
Suspension of Benefits .....	27
Credit For Military Service .....	30
Plan Administration and Claims .....	31
Limitations to File Lawsuit .....	38
Withdrawal of Funds .....	38
Taxes on Benefit Payments .....	38
Right of Recovery .....	39
Assignment of Benefit Payments .....	39
Payments to Missing Persons .....	39
Beneficiary .....	40
Circumstances Which Could Affect Your Retirement Benefits .....	40
Plan Modification or Termination .....	41
Benefits Insured by the PBGC .....	41
Statement of Rights Under Employee Retirement Income Security Act of 1974 .....	43

## ***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 to meet changing conditions. Included among the duties of the Trustees are making such amendments as may be required 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 if 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, 2024. Please consult prior summary booklets or inquire of the Fund Office if you have questions relating to prior Plan rules.

This 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

## ***PLAN INFORMATION***

### ***Name of Plan***

NECA-IBEW Pension Trust Fund

### ***Administrative Manager***

Mr. Kevin Cope  
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. Kevin Cope  
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***

<b><u>Location</u></b>	<b><u>Local #</u></b>
• 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***

Adam Buhs  
Anderson Electric, Inc.  
3501 S. 6<sup>th</sup> Street Hwy W  
Springfield, IL 62703

Randy Cassady  
PO Box 324  
Ellettsville, IN 47429

Larry Clennon  
Clennon Electric  
PO Box 368  
Wilmington, IL 60481

Mike Ellett  
Sidney Electric  
3100 East County Road 350N  
Muncie, IN 47303

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

Wayne Huggins  
Georgia Chapter NECA  
1980 Chatham Parkway, Suite 703  
Savannah, GA 31405

Jon Huston  
Huston Electric, Inc.  
PO Box 4297  
Lafayette, IN 47903

Mark Laughery  
Bodine Electric of Champaign  
509 S. Country Fair Drive, Suite B  
Champaign, IL 61821

William Meyer  
Shambaugh & Son's  
7614 Opportunity Drive  
Fort Wayne, IN 46825

Tom Gray  
Fleming Electric, Inc.  
325 Meadow Ave.  
East Peoria, IL 61611

Billy Serbousek  
Illinois Chapter NECA  
3900 Pintail Drive, Suite B  
Springfield, IL 62711

Jeremy Wilcox  
Wilcox Electric & Services, Inc.  
1833 Hovey Avenue  
Normal, IL 61761



## ***UNION TRUSTEES***

Jarrett Clem  
IBEW Local #601  
3301 N. Boardwalk  
Champaign, IL 61826

Aaron Goodrum  
IBEW Local #538  
1290 North Michigan Avenue  
Danville, IL 61834

David Lehman  
IBEW Local #855  
4601 S. Meeker Avenue  
Muncie, IN 47302

Jeremie Pearson  
IBEW Local #668  
2535 S. 30<sup>th</sup> Street, Suite 1  
Lafayette, IN 47909

Mike Raikes  
IBEW Local #197  
2407 Beich Road, Suite A  
Bloomington, IL 61705

Tim Sprout  
IBEW Local #34  
4322 S Ricketts Avenue  
Bartonville, IL 61607

Jim Fellows  
IBEW Local #725  
5675 E Hulman Drive  
Terre Haute, IN 47803

Kristopher (Kip) Howard  
IBEW Local #305  
136 Chambeau Road  
Fort Wayne, IN 46805

Justin Martin  
IBEW Local #146  
3390 N. Woodford Street  
Decatur, IL 62526

Clay Pelham  
IBEW Local #1531  
1900 Clark Avenue  
Albany, GA 31705

Andy Rico  
IBEW Local #176  
1100 N. East Frontage Road  
Joliet, IL 60431

David Wells  
IBEW Local #193  
3150 Wide Track Drive  
Springfield, IL 62703

## **NECA-IBEW WEBSITE**

The website is designed to be a resource for NECA-IBEW Plan Participants, their families and others requiring information about our organization or the benefits administration of the Welfare Trust Fund and Pension Trust Fund.

The NECA-IBEW Board of Directors and the Board of Trustees are dedicated to making the Funds friendly to participants. Please contact us with questions, for additional information or if you have suggestions for other website features that might be helpful to you.

Please check the website periodically for updates and enhancements, which will be posted as developments occur. Currently, the website gives you the opportunity to:

- Access the NECA-IBEW Welfare Trust Fund Summary Document and Plan Document.
- Access the NECA-IBEW Pension Trust Fund Summary Document and Plan Document.
- Access the NECA-IBEW online newsletter.
- Access claim and other forms.
- Check on claim and eligibility status for you and your family.
- Check on your pension benefits and options.

Most information is accessible without logging into the site, but to verify employer contributions or obtain a pension benefit projection, you must be a registered user.

### **Instructions for Creating your Member Benefits Account**

**PLEASE READ ALL OF THE FOLLOWING INSTRUCTIONS BEFORE YOU GO TO THE WEBSITE TO REGISTER.**

- Go to [www.neca-ibew.org](http://www.neca-ibew.org)
- Click on **Login to Member Benefits** in the upper right blue box
- Click on “Create Account” in the upper right of the screen
- This will bring up the registration page. You will register by providing the following information:
  - User Type – either member or dependent
  - E-mail address First name
  - First and last name
  - Social Security Number (last 4 digits)
  - Date of Birth
  - Zip Code (5 digit only)
- Next you will need to create a password. You will also set up and answer three security questions that you will need to remember.
- The next step is to agree to the “Terms of Use” at the bottom of this page to create your account. Please note that your username is your email address you provided in the registration above and password is what you created in the previous step.

## **POINTS TO REMEMBER**

- Your registration information must exactly match what is in our system (e.g., name spelling, date of birth, zip code).
- When logging into Member Benefits, you will be prompted to enter an access code to proceed. The access code is sent to your email address.
- If you cannot log in or become locked out, please contact the Fund Office at (800) 765-4239, or by email at [info@neca-ibew.org](mailto:info@neca-ibew.org).

## ***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, 2024.

## ***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 contributions” and will not be used in calculating your benefits (though such amounts will be retained in the Fund’s records). Rather, these non-credited contributions will be used to fund the Plan. Unless otherwise specified, all other Employer Contributions will be considered credited and used in calculating your benefit.

<b>Effective Date</b>	<b>Total Non-Credited Contribution Amount</b>
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
6/1/2014	\$1.80 per hour
6/1/2015	\$1.40 per hour
6/1/2017	\$1.00 per hour
6/1/2018	60¢ per hour
6/1/2021	0¢ per hour

\* Effective 6/1/2022 for all participants who have an annuity starting date after 5/31/2022, the indicated non-credited contribution amount was reclassified as credited.

In addition, “Employer Contributions” does not include the following:

- Any contributions related to Past or Future Service that was forfeited due to a *Permanent Break in Service* (see page 14).
- Any contributions made or required to be made for participants who received a lump sum Disability Benefit unless they are made for work performed after receipt of the lump sum (see *Total and Permanent Disability* beginning on page 21).
- In certain circumstances, any portion of your benefit earned if your Employer withdraws from the Plan and does not have to make withdrawal liability payments.

## ***PLAN TYPE***

Our Plan is a multiemployer defined benefit plan. The Plan provides you with a benefit at retirement determined in accordance with the Plan’s 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 agreements are 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’s 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 position for which your Employer is not required to make Employer 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 positions.

### ***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 "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:

<b><u>Hours Worked During Plan Year for Which Contributions Were Required</u></b>	<b><u>Amount of Future Service</u></b>
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 at least 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, you will **not** suffer a Break in Service if you fail to work in Covered Service due to:

- 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 (i.e., a position for 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 (i.e., a position 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 positions.

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 (i.e., a position for which your Employer is not required to make Employer Contributions) with a Participating Employer as long as the period either immediately precedes or follows a period of work in Covered Service (i.e., a position for which your Employer is required to make Employer Contributions) for the same Employer. However, you must not be discharged, quit or retire between the positions.

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 65<sup>th</sup> 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. If your last year of Credited Service is for the Plan Year ending May 31, 2009 or a later Plan Year, your Past and Future Service Benefit is calculated as outlined in the following table:

<b>Time Period</b>	<b>How It Is Calculated (for retirements after June 1, 2009)</b>
Prior to 6/1/71	\$2.00 times the number of years of Credited Past Service, <b>plus</b>
6/1/71 – 5/31/99	4.35% of Employer Contributions made on your behalf, <b>plus</b>
6/1/71 – 5/31/99 (if eligible)*	10% of 4.35% of Employer Contributions made on your behalf, <b>plus</b>
6/1/99 – 5/31/03	4.35% of Employer Contributions made on your behalf, <b>plus</b>
6/1/03 – 7/31/06	3% of Employer Contributions made on your behalf, <b>plus</b>
8/1/06 – 5/31/09**	2.5% of the “credited” Employer Contributions made on your behalf, <b>plus</b>
6/1/09 – 12/31/16**	1% of the “credited” Employer Contributions made on your behalf, <b>plus</b>
1/1/17 and later	<u>Sum of:</u> 1% of the “credited” Employer Contributions made on your behalf (excluding amounts attributable to contribution rate increases effective on or after January 1, 2017), <u>and</u> 2% of the “credited” Employer Contributions made on your behalf (attributable to contribution rate increases effective on or after January 1, 2017)

\* 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.

\*\* Non-credited contributions for hours worked between August 1, 2006 and May 31, 2012 were restored for all active and inactive vested participants who retire(d) after May 1, 2022 and a 13<sup>th</sup> check for pensioners who retired before May 31, 2022 was paid.



Employer Contributions for work performed from January 1, 2017 through December 31, 2017 that were received through a reciprocity agreement will be reduced for any applicable non-credited amount and the remainder will earn benefits at 1%.

Employer Contributions for work performed on or after January 1, 2018 that were received through a reciprocity agreement will be reduced for any applicable non-credited amount and the remainder will earn benefits as follows:

- 2% benefit multiplier applied to the lesser of:
  - your home local's "new money rate" in effect at the time the hours were worked, or
  - the excess, if any, of (i) the rate at which the reciprocal contributions were received, over (ii) your home local's "old money rate" in effect at the time the hours were worked.

#### **PLUS**

- 1% benefit multiplier applied to the remaining "credited" Employer Contributions.

The term "new money rate" means the sum of any contribution rate increases that were effective on or after January 1, 2017. The term "old money rate" means the rate at which contributions were paid to the Plan less the applicable non-credited contribution rate and less the "new money rate."

Employer Contributions made on your behalf by an Employer who first begins participating in the Plan on and after January 1, 2017, shall only be subject to the "new money rate" multiplier of 2% specified above (*i.e., the "old money rate" multiplier that applies to Employer Contributions remitted prior to January 1, 2017, is not applicable*). The foregoing provision applies to Employer Contributions made by Employers who first participated in the Plan on or after January 1, 2017 (*i.e., Employer Contributions made on your behalf by an Employer who participated in the Plan prior to January 1, 2017, and then withdrew or terminated participation and subsequently resumed participation after January 1, 2017, shall be subject to the "old money rate" and "new money rate," as applicable*).

Please see the Contributions section beginning on page 10 for a description of Employer Contributions and "credited" Employer Contributions.

**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**

For example, suppose you retired from active status May 31, 2024 at age 65 (your Normal Retirement Date) with 30 years of Credited Service and that the following “credited” Employer Contributions were made on your behalf:

Time Period	“Credited” Employer Contributions
6/1/94 – 5/31/99	\$23,000
6/1/99 – 5/31/03	\$24,000
6/1/03 – 7/31/06	\$18,000
8/1/06 – 5/31/09	\$20,000
6/1/09 – 12/31/16	\$49,000
1/1/17 – 5/31/24	\$55,000 (excluding post-2016 rate increases) \$10,000 (attributable to post-2016 rate increases)

Your retirement benefit is calculated as follows:

$$\begin{aligned}
 &4.35\% \times (\$23,000 + \$24,000) &= & \$2,044.50 \\
 &10\% \times 4.35\% \times \$23,000 &= & \$100.05 \\
 &3\% \times \$18,000 &= & \$540.00 \\
 &2.5\% \times \$20,000 &= & \$500.00 \\
 &1\% \times \$49,000 &= & \$490.00 \\
 &(1\% \times \$55,000) + (2\% \times \$10,000) &= & \$750.00 \\
 &&& \underline{\hspace{1.5cm}} \\
 &&& \$4,424.55
 \end{aligned}$$

In this example, your total retirement benefit would be \$4,424.55 per month. Please note that this example assumes that you selected the Single Life Option. The amount has not been reduced to reflect other optional forms of benefit that may be available to you.

**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 Employer 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. Your application 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 (i) age 70-1/2 if you reach age 70-1/2 on or before December 31, 2019, (ii) age 72 if you reach age 70-1/2 after December 31, 2019, or (iii) age 73 if you reach age 72 after December 31, 2022.

### ***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 19). 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 are married 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" above. If you are married and wish to elect payments under the Joint & 50% Survivor Option (described on page 19), Joint & 75% Survivor Option (described on page 19), Single Life Option (described above) or the 10-Year Certain Period Option (described on page 19), 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 are married 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.

### ***Joint & 75% Survivor Option***

If you are married when you retire, you may elect to receive a reduced monthly benefit in the form of a Joint & 75% 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 75% 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 55<sup>th</sup> 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 the table below:

<u>Age at Early Retirement</u>	<u>Early Retirement Factor</u>
65	100%
64	100%
63	100%
62	100%
61	100%
60	100%
59	92.5%
58	85%
57	77.5%
56	70%
55	62.5%

The Early Retirement Factors that apply to your Vested Benefits are affected by when you last worked in Covered Service. Accordingly, if you did not work in Covered Service on and after the effective date of this Summary Plan Description, then the Early Retirement Factors specified above may not apply to you. Note, however, the above referenced Early Retirement Factors apply to Participants who have at least 1 hour of Covered Service on or after May 1, 2000, and initially retire on or after June 1, 2000. To confirm which Early Retirement Factors apply to your Vested Benefits, please refer to the Summary Plan Description that was in effect when you last worked in Covered Service or contact the Fund Office.

**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 or Joint & 75% 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 \$4,424.55 (see example calculation under “Normal Retirement Benefits” above). Suppose your Normal Retirement Date is July 1, 2031 but you want to begin receiving Early Retirement Benefits as of July 1, 2024 at age 58. Assuming you meet the age and

Service requirements for an Early Retirement Benefit, your benefit would be calculated as shown below:

Using the Early Retirement Factor table on page 19, the appropriate Early Retirement Factor is 85%. Therefore, your Early Retirement Benefit is \$3,760.87 (85% of \$4,424.55).

## ***LATE RETIREMENT BENEFITS***

If you are working past your Normal Retirement Age, you may apply to the Board of Trustees for a Late Retirement Benefit. Your application must include all information necessary for the Board to determine your eligibility for the Benefit. (See Section 3.05 of the Plan document for additional information on Late Retirement Benefits.)

### ***Amount of Late Retirement Benefits***

Your Late Retirement Benefit is the greater of:

- Your Accrued Benefit calculated as if you had ceased all employment at your Normal Retirement Age, actuarially adjusted for the age at which you actually begin to receive payments hereunder, provided that no adjustment will need to be made for any months during which payments would have been suspended; or
- Your Accrued Benefit calculated at your actual retirement date.

## ***TOTAL AND PERMANENT DISABILITY BENEFITS***

You may apply for Total and Permanent Disability Benefits if you have a Total and Permanent Disability (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.)

Additionally, you may also apply for Total and Permanent Disability Benefits if you are a Vested Participant with less than 10 years of Service, earn at least 1 Hour of Service after January 1, 2020, and have a Total and Permanent Disability on or after June 1, 2020. Other eligibility requirements for this Benefit will be determined with the same criteria used to determine the eligibility for a Total and Permanent Disability Benefit for a Vested Participant with 10 years of Service. For participants with at least 1 Hour of Service between June 1, 1998 and May 31, 1999, the Benefit will be the greater of 110% of Employer Contributions made prior to June 1, 1999 plus 100% of Employer Contributions made on or after June 1, 1999, or the actuarial equivalent lump sum value of the accrued benefit earned under the Plan. For participants without at least 1 Hour of Service between

June 1, 1998 and May 31, 1999, the Benefit will be the greater of 100% of all Employer Contributions, or the actuarial equivalent lump sum value of the accrued benefit earned under the Plan.

If you receive a Total and Permanent Disability Benefit as a Vested Participant with less than 10 years of service, you are ineligible to receive any additional benefits from the Plan unless such benefits are based on Hours of Service worked after receipt of this Total and Permanent Disability Benefit. Additionally, any Employer Contributions payable prior to the receipt of this Benefit is no longer considered in the calculation of any future benefit calculation.

If you have a Total and Permanent Disability 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: 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; 100% of "credited" Employer Contributions made or required to be made on your behalf for work performed on or after June 1, 1999.

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 "credited" Employer Contributions made or required to be made on or after June 1, 1999.

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 have a Total and Permanent Disability 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 have a Total and Permanent 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 Social Security Administration (SSA) to have a Total and Permanent Disability 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 still have a Total and Permanent Disability 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 SSA to have a Total and Permanent Disability with a date of disability on or after August 1, 2006, or, otherwise, as determined by the Trustees to have a Total and Permanent Disability 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 are already receiving a Total and Permanent Disability Benefit as of May 31, 2022, your non-credited contributions from the period of August 1, 2006 through May 31, 2012 will be restored when your Total and Permanent Disability Benefit terminates due to your age and is converted to an Early Retirement Benefit, Deferred Vested Benefit or Normal Retirement Benefit, as applicable.

If your application for a Total and Permanent Disability Benefit is approved on and after June 1, 2022, your non-credited contributions from the period of August 1, 2006 through May 31, 2012 will be restored and included in the Disability Benefit.

If your application for a Non-Vested Disability Benefit is approved on and after June 1, 2022, your non-credited contributions from the period of August 1, 2006 through May 31, 2012 will be restored and included in your Non-Vested Disability Benefit.

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: 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 100% of "credited" Employer Contributions made or required to be made on your behalf for work performed on or after June 1, 1999.

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 "credited" Employer Contributions made or required to be made on his behalf for work performed on or after June 1, 1999.

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, Joint & 75% Survivor and Joint & 100% Survivor Options provide for a continuation of 50%, 75% 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.

If your beneficiary dies while receiving benefits in the form of a Joint & Survivor Option but before the combined number of monthly payments to the deceased Participant and deceased surviving spouse equals 60, the remainder of the combined 60 monthly payments will be paid to a second beneficiary designated by the Participant prior to death. If there is no such designated second beneficiary, the remainder of the combined 60 monthly payments will be paid to the deceased spouse's estate.

### ***Application Deadline for Death Benefit***

No Death Benefit payable under this Plan, except the 50%, 75% or 100% Survivor Benefit to the Spouse, shall be made to a Beneficiary or Beneficiaries unless application and claim for benefit is made to the Trustees within 12 months after the Participant's date of death. However, the Trustees may, upon written request, waive the 12 month application and claim deadline if a Beneficiary or Beneficiaries demonstrate good cause within 5 years of the Participant's death.

## ***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 or Joint & 75% 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. Effective June 1, 2024, the \$5,000 threshold stated above shall increase to \$7,000.

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

## ***SUSPENSION OF BENEFITS***

### ***Suspension of Benefits Rules***

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 requested by the Plan, you must complete the Plan’s written questionnaire and/or answer any questions related to your Employment status.

#### **IMPORTANT NOTICE:**

In addition to other factors discussed in this Section, the type of employment that constitutes Disqualifying Employment depends on the trade or craft in which you worked while you participated in the Plan. **If you participated in the Plan as an electrician, then all post-retirement work you perform as an electrician or any other position that is in the same industry, geographic area, and the trade or craft of an electrician also constitutes Disqualifying Employment if performed for 40 or more hours per month.** Disqualifying Employment is NOT limited to work solely as an electrician after you retire. As a general matter, employment in positions such as estimator, project manager, superintendent, and similar positions typically constitutes Disqualifying Employment since such positions are typically within the same trade or craft of an electrician.

If you participated in the Plan as a clerical, managerial, or other non-bargaining unit trade or craft, Disqualifying Employment provisions also apply to you.

To ensure that your pension benefits are not overpaid, the Pension Fund strongly recommends that you submit a request for an Advance Determination as discussed below in the Section entitled “Notification of Return to Work” before you engage in any employment after you retire.

If you return to employment with an Employer and are receiving a Normal or Early Retirement Benefit and work at least 870 hours in Covered Service in a Plan Year, then your Retirement Benefit will be recalculated based on the total number of hours you work in Covered Service, even if the period of time spans more than 1 Plan Year.

If you return to employment with an Employer and are receiving a Normal or Early Retirement Benefit but you do not work at least 870 hours in Covered Service in a Plan Year, then your Retirement Benefit will NOT be recalculated and will resume in the same amount and form that you were receiving before you returned to work.

If you return to employment with an Employer and are past your required beginning date (April 1<sup>st</sup> 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.

### ***Suspension of Benefits Exemption***

These suspension of benefits rules do not apply to a retiree who is at least age 55 who is employed as a part-time instructor or director for an apprenticeship program sponsored by the International Brotherhood of Electrical Workers and the National Electrical Contractors Association as long as the position is not covered under a participation agreement that requires Employer Contributions to this Plan.

### ***Notification of Return to Work***

If you are receiving a pension benefit, you must notify the Fund Office after starting and stopping any work regardless of whether you believe the work may constitute Disqualifying Employment. If you do not notify the Fund Office that you have returned to work, then, as stated in the Plan Document, the Fund will presume that you are working 40 or more hours per month in Disqualifying Employment and your benefits will be suspended. Your benefits will not be repaid or otherwise start again until you notify the Administrative Manager that you are working less than 40 hours per month and demonstrate that you were not employed in Disqualifying Employment in all months in question. It is your responsibility to demonstrate that you are not (or were not) working in Disqualifying Employment.

A form is available from the Pension Fund to notify the Fund Office when you return to work. In addition to submitting the required form, you may be required to provide additional records (including, for example, employment records, payroll records, tax records, etc.) to demonstrate that you are not (or were not) working in Disqualifying Employment.

Alternatively, you can provide information about employment you may be considering to the Plan and request an advanced determination as to whether the employment you are considering would cause a Suspension of Benefits. You must provide the information required to make the advanced determination or your request may be denied.

Please contact the Fund Office with questions related to the notification of your return to work or potential return to work.

### ***Resumption of Benefit Payments***

When your benefits resume, your first payment will include the regular monthly payments plus benefits you missed for months in which you worked less than 40 hours. The first payment can be reduced up to 100% for payments you received during months when you worked 40 hours or more. Later payments can be reduced by up to 25% until any overpayment is satisfied.

## ***Suspension of Benefits Waiver***

The Trustees can adopt waiver rules that may allow Retirees to return to work for a specified amount of hours for a contributing Employer that are excluded from the Plan's Suspension of Benefits rules described in this Section. These waivers have specific expiration dates and there is no guarantee that they will be extended beyond that specific expiration date.

The current waiver period is January 1, 2024 through December 31, 2024 and allows Retirees who timely submit the applicable form and are receiving an Early or Normal Retirement Benefit with an annuity starting date in December 2023 or prior to return to covered and contributory Employment for up to six hundred (600) hours in calendar year 2024 without resulting in a suspension of the Participant's pension benefits.

For this Suspension of Benefits waiver, covered and contributory Employment means work or service for which an Employer is required to make contributions to the Pension Fund under a Collective Bargaining Agreement.

Please contact the Fund Office with questions regarding this current or prior waiver periods.

## ***Suspension of Benefits Definitions***

The following terms have specific definitions as described below for these Suspension of Benefits Rules:

### Geographic Area

The term same geographic area means the geographic jurisdiction covered by the Union parties to the Trust Fund.

### Hour of Service

The term hour of service means:

1. Each hour for which an Employee is paid, or is entitled to payment for the performance of duties for an Employer; and
2. Each hour for which an Employee is paid or entitled to payment by an Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship had terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

### Industry

The term same industry means an industry in which Participants covered by the Plan were employed and earned benefits under the Plan as a result of such employment at the time that payment of a Participant's Retirement Benefit commenced if he had not remained in or returned to employment.

### Return to Employment, Re-Employment, Employment

The terms return to employment, re-employment, employment and derivations thereof, mean the completion of 40 or more hours of service during a calendar month.

### Trade or Craft

The term same trade or craft means any trade or craft in which a Participant worked at any time under the Plan and supervisory activities related to any such trade or craft.

The Plan's rules regarding suspension of benefits, recalculation of benefits upon re-employment, offset of benefits, suspension notification, presumptions, advance determination, suspension appeal procedures and waiver of suspension rules 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 Covered Service 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, or Committee thereof, shall have full and exclusive authority to determine all questions of eligibility and interpretations of the Trust and Plan Document. The Trustees, or Committee thereof, shall have full power to construe the provisions hereof, and any related documents. Any determination and construction adopted by the Trustees, or Committee thereof, 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.

The Trustees, or Committee thereof, 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, or Committee thereof, 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 for Denial of Claims Other than Disability Claims

The Plan Administrator shall provide a claimant with written or electronic notification of any denial of a claim other than Disability Benefits. 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; and
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.

#### E. Content of Notice for Denial of Disability Claims

The Plan Administrator shall provide a claimant with written or electronic notification of any denial of a claim for Disability Benefits. 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; and
4. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
  - a. The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
  - b. The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
  - c. A disability determination regarding the claimant presented by the claimant to the plan made by the SSA;

5. If the denial is based on 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; and
6. The specific internal rules, guidelines, protocols, standards or other similar criteria the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and
7. 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 information relevant, as that term is defined at 29 CFR 2560.503-1(m)(8), to the claimant's claim for benefits.
8. The notification shall be provided in a culturally and linguistically appropriate manner. The Plan is considered to provide relevant notices in a "culturally and linguistically appropriate manner" if the Plan meets the following requirements:
  - a. The Plan must provide oral language services (such as telephone customer assistance hotline) that includes answering questions in any applicable non-English language and providing assistance with filing claims and appeals in any applicable non-English language;
  - b. The Plan must provide, upon request, a notice in any applicable non-English language; and
  - c. The Plan must include in the English versions of all notices, a statement prominently displayed in any applicable non-English language clearly indicating how to access the language services provided by the Plan.

With respect to an address in any United States county to which a notice is sent, a non-English language is an applicable non-English language if 10% or more of the population residing in the county is literate only in the same non-English language, as determined in guidance published by the Secretary of Labor.

### ***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 (or 180 days for Disability Benefits) 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. Since the Plan is a multiemployer plan and its Trustees, or Committee thereof, meet quarterly, 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. For a claim for a benefit other than a Disability Benefit, 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 a denial, 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; and
  - d. A statement of the claimant's right to bring an action under Section 502(a) of ERISA.
  
10. For a claim for Disability Benefits, the Plan Administrator shall provide a claimant with written or electronic notification of a Plan's Disability Benefit determination on review. Any electronic notification shall comply with the standards imposed by law. In the case of a denial, 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 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 information relevant to the claimant's claim for Disability Benefits;
  - d. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
    - i. The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
    - ii. The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's Disability Benefit denial, without regard to whether the advice was relied upon in making the benefit determination; and
    - iii. A disability determination regarding the claimant presented by the claimant to the Plan made by the SSA;
  - e. If the Disability Benefit denial is based on 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; and

- f. Either the specific internal rules, guidelines, protocols, standards or other similar criteria the Plan relied upon in making the Disability Benefit denial or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and
- g. A statement of the claimant's right to bring an action under Section 502(a) of ERISA; which statement shall also describe any applicable contractual limitations period stated in the Plan, if any, of the claimant's right to bring such an action, including the **calendar date** on which the contractual limitations period expires for the claim.

In the case of a Disability Benefit denial on review, the notification shall be provided in a culturally and linguistically appropriate manner as described below.

- a. The Plan must provide oral language services (such as telephone customer assistance hotline) that includes answering questions in any applicable non-English language and providing assistance with filing claims and appeals in any applicable non-English language;
- b. The Plan must provide, upon request, a notice in any applicable non-English language; and
- c. The Plan must include in the English versions of all notices, a statement prominently displayed in any applicable non-English language clearly indicating how to access the language services provided by the Plan.

With respect to an address in any United States county to which a notice is sent, a non-English language is an applicable non-English language if 10% or more of the population residing in the county is literate only in the same non-English language, as determined in guidance published by the Secretary of Labor.

Before the Plan can issue a Disability Benefit denial on review, the Plan Administrator shall provide the claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan, or other person making the benefit determination (or at the direction of the plan or such other person) in connection with the claim. Such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of denial on review is required to be provided under the Plan to give the claimant a reasonable opportunity to respond prior to that date.

In addition, before the Plan can issue a Disability Benefit denial on review based on a new or additional rationale, the Plan Administrator shall provide the claimant, free of charge, with the rationale. The rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of Disability Benefit denial on review is required to be provided under the Plan to give the claimant a reasonable opportunity to respond prior to that date.

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.

### ***LIMITATIONS TO FILE LAWSUIT***

Any legal action against the Plan, Trustees, Plan Administrator or Administrative Manager must be filed in court within 3 years of the date the Board provides written notice of a decision on an appeal of an adverse benefit determination or any other alleged failure by said Plan or persons. Failure to bring an action within 3 years will forever prevent you from taking legal action. In the event that a Participant, Beneficiary or any other person claiming interest in the Plan files suit under state or federal law, then proper venue shall be in the District Court of Illinois, Central District.

### ***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 Fund has the right to recover such over payments from the Participant, beneficiary or other third party who received them to the maximum extent permitted by law. When permitted by law, the Fund may recover collection costs, attorney's fees and interest on the overpayment amount. Recovery of such payments may be made through any method permitted by law, including but not limited to, filing a claim against an estate, offsetting or reducing future benefit payments, initiation of litigation and any other collection remedy or right.

## ***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.

## ***BURDEN OF PROOF FOR CREDITING OF HOURS OF COVERED EMPLOYMENT***

If you believe that your Hours of Work in Covered Employment are not correct because your Employer failed to report hours, then you have the burden of proving that you are entitled to be credited with the hours that were not reported. You will receive credit for those hours once you provide satisfactory proof to the Trustees of your entitlement to the hours. The Fund's decision with respect to the crediting of hours shall be considered an adverse benefit determination subject to the claims and appeals procedures set forth in this SPD.

## ***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.



## ***BENEFICIARY***

Your beneficiary is the person that you designate, in writing on a form acceptable by the Trustees, who may become entitled to a benefit. If you do not designate a beneficiary, any Death Benefits that may become payable would be paid to your surviving legal spouse. If you do not have a surviving legal spouse, the Death Benefit would be paid to your estate.

If you name your spouse as your beneficiary and subsequently divorce, that beneficiary designation is automatically void and of no effect. If you wish for your ex-spouse to be your beneficiary, you must designate your ex-spouse again in writing, on a form acceptable by the Trustees, after the divorce. If you do not fill out a new form after your divorce, any Death Benefit that may become payable would be paid to your estate.

## ***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.
- If you are unable to care for your own affairs because of a mental or physical incapacity, the Trustees will make any payment due to your legally appointed guardian. If there is no legally appointed guardian, the Trustees have the discretion to apply any payment due to your maintenance and support to any person who is authorized to conduct your affairs, including someone with Power of Attorney.

- 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.
- In certain circumstances, if your Employer withdraws from the Plan and does not have to make withdrawal liability payments, you may lose the portion of your benefit earned with that Employer during the time the Employer did not make payments to the Plan.
- If the Plan enters into critical status, as defined by the Pension Protection Act (PPA), or critical and declining status under the Multiemployer Pension Reform Act (MPRA), the Trustees may make additional modifications to past and future accruals that would not otherwise be allowed. You will be notified if the Plan enters into either status.

## ***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.

### ***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 Secretary 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.