

SUMMARY PLAN DESCRIPTION
FOR
I.B.E.W. LOCAL 139 PENSION PLAN

July 1, 2016

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**The Pension Fund Office
415 West Second Street
Elmira, New York 14901**

Dear Participant:

The purpose of this Booklet (or Summary Plan Description, as the government calls it) is to describe the benefits available to you as a participant in the I.B.E.W. Local 139 Pension Plan. We suggest you read it thoroughly and carefully so that you will understand the Plan and its many benefits. You may obtain further information from the Pension Fund Office if you have any questions after reading this Booklet.

In the next few pages, you will be given answers to questions which we think will first come to your mind and which will give you, in non-technical language, an outline of the most important provisions of the Plan. While we believe the Question and Answer section describes the Plan faithfully, the Plan must govern, of course, in case of any conflict.

Benefits from this Plan, together with benefits from your Annuity Plan and Social Security, hold out the promise of a very comfortable retirement . . . a just reward after a long and productive career. As your Trustees, we pledge to do all we can to assure that the expectations that we all have for this Plan are realized.

Sincerely,

**BOARD OF TRUSTEES OF THE
I.B.E.W. LOCAL 139 PENSION FUND**

GENERAL INFORMATION

Name of Fund:	I.B.E.W. Local 139 Pension Fund
Union:	I.B.E.W. Local 139 of Elmira, New York
Employers:	Various employers who have a collective bargaining agreement with the Union or a participation agreement with the Plan. Participants and beneficiaries may receive information as to whether a particular employer is a sponsor of the plan including the employer's address upon written request to the Board of Trustees.
Type of Plan:	Defined Benefit Pension Plan
Administration:	Jointly Administered Trust by the Board of Trustees
Plan Year:	July 1 through June 30
Employer Identification No.:	51-6029960
Plan Number:	001

EMPLOYER TRUSTEES

Lindsay T. Mills
P.O. Box 2068
1832 Grand Central Avenue
Elmira Heights, New York 14903

Michael J. Sincock
154 East Fifth Street
P.O. Box 34
Elmira, New York 14902

Bruce Condie
c/o Southern Tier
Chapter, NECA
P.O. Box 1326
Binghamton, New York 13902

UNION TRUSTEES

Ernest A. Hartman
I.B.E.W. Local 139
415 West Second Street
Elmira, New York 14901

David Patton
I.B.E.W. Local 139
415 West Second Street
Elmira, New York 14901

Steven Spaziani
I.B.E.W. Local 139
415 West Second Street
Elmira, New York 14901

PLAN ADMINISTRATOR

The Board of Trustees is considered the "Plan Administrator". The Plan is administered for the Trustees by the:

Pension Fund Office
415 West Second Street Elmira, New York 14901
(607) 732-5611

PLAN MANAGER

Ernest A. Hartman

FUND MANAGER

Kristine VanFleet

PLAN OFFICE

I.B.E.W. Local 139 Pension Fund
415 West Second Street
Elmira, New York 14901
(607) 732-5611

AGENT FOR THE SERVICE OF LEGAL PROCESS

Kristine VanFleet, Fund Manager is the Agent for the Fund on whom service of process against the Fund may be made. Service of process may be made at: 415 West Second Street, Elmira, New York, 14901. Service may also be made on any Individual Trustee.

SOURCES OF CONTRIBUTION TO PLAN

Employers required to contribute to the Fund based on collective bargaining agreements or other participation agreements.

Loss of Benefits: Under certain circumstances you may lose all or part of your benefits. Some situations are:

- A. if any detail regarding your participation under the Plan has been misstated, or a clerical error occurs, which causes a higher benefit to be paid than that to which you are entitled, an adjustment in your benefit will be made, based upon the facts;
- B. because current federal legislation places a maximum on how much retirement benefit an employee is permitted to receive from one or more qualified retirement plans, it is possible, in unusual circumstances, that a reduction may take place in your benefit under this Plan;
- C. the terms of a qualified domestic relations order may take away part, or all, of your benefits; and
- D. if you are judged guilty of causing a loss in Plan assets, you may, under certain circumstances, forfeit all or part of your benefits.

COLLECTIVE BARGAINING AGREEMENT

This Plan is maintained pursuant to one or more collective bargaining agreements. A copy of any collective bargaining agreement may be obtained by participants and beneficiaries upon written request to the Fund Office (a charge for copying will be made) and is available for review at the Fund Office.

LEGAL COUNSEL

BLITMAN & KING LLP
Franklin Center, Suite 300
443 North Franklin Street
Syracuse, New York 13204-1415
(315) 422-7111

ACTUARIAL CONSULTANT

Bolton Partners Northeast, Inc.
9000 Midlantic Drive
Suite 100
Mt. Laurel, New Jersey 08054

ACCOUNTANT

Mengel, Metzger, Barr & Co., LLP
333 East Water Street, Suite 200
Elmira, New York 14901
(607) 734-4183

IMPORTANT NOTICE

In the event there appears to be a conflict between the description of any Plan provisions in this booklet and its statement in the Pension Plan itself (which can be inspected at the Plan Office), the language contained in the Pension Plan is the official and governing language.

Nothing in this booklet is meant to interpret or extend or change, in any way, the provisions expressed in the Plan. The Trustees reserve the right to amend, modify, or discontinue all or part of this Plan whenever in their judgment, conditions so warrant.

Before requesting any payments, consult your tax adviser to be sure that receipt of such payment creates no unfavorable tax consequences for you.

CAUTION

This booklet and the personnel at the Plan Office are authorized sources of Plan information for you. The Trustees of the Plan have not empowered anyone else to speak for them regarding the Pension Plan. No employer, Union representative, supervisor or shop steward is in a position to discuss your rights under this Plan with authority.

COMMUNICATIONS

If you have a question about any aspect of your participation in the Plan, you should, for your own permanent record, write to the Fund Manager or Trustees. You will then receive a written reply, which will provide you with a permanent reference.

WRITTEN APPLICATION

Regardless of your entitlements, in order to receive a benefit, you must provide the Fund Office with a completed application with the required documents and information. Failure to do so prevents the Fund Office from providing a benefit, either retroactively or prospectively.

THE PENSION FUND AND THE PENSION PLAN

1. WHAT IS THE PENSION FUND?

This Fund is a Defined Benefit Plan, first established on July 1, 1961. Benefits are provided from the Fund's assets which are accumulated under the provisions of the collective bargaining agreement and the Trust Agreement, and are held in a trust fund to provide benefits to covered participants. The Plan has been qualified by the Internal Revenue Service.

2. HOW ARE CONTRIBUTIONS MADE? BY WHOM?

Employees do not contribute to the Plan. All contributions to the Plan are made by the Employers in accordance with their collective bargaining agreements with the Union or participation agreement with the Plan. If you believe that your employer has underreported or failed to report your hours of work in covered employment, you must present evidence satisfactory to the Trustees to receive credit for such hours. The burden of proof lies with you to affirmatively establish your entitlement to underreported or unreported hours of covered employment.

3. HOW IS THE PENSION PLAN ADMINISTERED?

A joint Board of Trustees, consisting of three (3) Union representatives and three (3) Employer representatives, is the Administrator of the Plan. They serve without compensation.

As Administrator, the Trustees have exclusive authority and discretion to determine whether an individual is eligible for any benefits under the Pension Plan; to determine the amounts of benefits, if any, an individual is entitled to under the Pension Plan; to interpret all of the Pension Plan's provisions; and to interpret all of the terms used in the Pension Plan. All such determinations and interpretations made by the Trustees or their designees shall be final and binding upon any individual claiming benefits under the Pension Plan; shall be given deference in all courts of law to the greatest extent allowed by applicable law; and shall not be overturned or set aside by any court of law unless found to be arbitrary and capricious or made in bad faith.

Benefits under this Plan will be paid only if the Trustees decide in their discretion that you are entitled to them.

4. DO THE PLAN BENEFITS AFFECT MY SOCIAL SECURITY?

No. You are entitled to Social Security benefits independently. The Plan's benefits do not reduce your Social Security benefits, nor does Social Security reduce your benefit under the Plan.

PARTICIPATION

5. WHO IS A PARTICIPANT?

A "Participant" is a pensioner (a person receiving benefits under the Plan), or an employee who meets the requirements for participation, or a former employee who has acquired a right to a pension under this Plan.

Sole Proprietors, partners of unincorporated business, Shareholders of corporations, all members of limited liability companies are not employees.

6. WHAT ARE THE REQUIREMENTS FOR PARTICIPATION?

You will become a Participant on the earlier of the first day of the Plan Year immediately following the Plan Year in which you complete the service requirement or the day which is six months after you complete the service requirement. For Plan Years after July 1, 1981, you must complete at least 100 Hours of Service during a Plan Year. For Plan Years after June 30, 1976 and before July 1, 1981, you must have completed at least 500 hours of vesting service during a Plan Year.

7. WHAT IS A PLAN YEAR?

A Plan Year means the 12 consecutive months, July 1st through the following June 30th. Whenever, "Plan Year" is mentioned in this booklet, this is the period of time that is meant. Records under the Plan are kept on a "Plan Year" basis.

8. WHAT IS AN "HOUR OF SERVICE" REFERRED TO IN QUESTION NO. 6?

Generally, an "Hour of Service" is an hour that you work in bargaining unit employment for which contributions to the Fund are required. However, certain hours for which you are paid, even though you performed no work, also count as Hours of Service, but only up to a maximum of 501 hours in a Plan Year.

The Trustees may in their discretion enter into reciprocal agreements with other employee benefit pension plans. You will not earn credit with this Fund for Hours of Service worked within the Fund's geographic jurisdiction that are subject to the reciprocal agreement. However, the Fund will grant credit for hours worked outside of the Fund's geographic jurisdiction as provided in those agreements. For more

information about how a reciprocal agreement could affect you, contact the Fund Office.

9. CAN MY PARTICIPATION BE TERMINATED?

If you incur a Break in Service (see Question and Answer No. 34), your Plan participation ends on the last day of that Break, unless you are a pensioner or you have acquired the right to a pension.

10. CAN I BE REINSTATED AS A PARTICIPANT?

If you lose your status as a Participant, your participation will be reinstated if you again meet the requirements of participation based on service after the Plan Year during which your participation ended. Your pension benefit after reinstatement, however, may be lower than the benefit you would have been entitled to had you not lost your status as a Participant.

THE PENSIONS, IN BRIEF

11. WHAT TYPES OF PENSIONS ARE THERE?

Four types of pensions are provided under the Plan:

- A. A Normal Pension;
- B. An Early Pension;
- C. A Disability Pension; and
- D. A Deferred Pension.

12. WHEN AM I ELIGIBLE FOR A NORMAL PENSION?

You are eligible to retire with a Normal Pension when you reach the Normal Pension Age, defined in the Plan.

13. WHAT IS MY NORMAL PENSION AGE?

Your Normal Pension Age is the later of either: (A) your 62nd birthday; or (B) the date that is the fifth anniversary of your becoming a Participant in the Plan.

14. WHAT IF I REACH AGE 62 PRIOR TO THE FIFTH ANNIVERSARY OF MY BECOMING A PARTICIPANT IN THE PLAN?

If you reach age 62 before the fifth anniversary of your becoming a Participant in the Plan, you are eligible for Normal Retirement only if you have completed 20 years of Pension Service or 10 years of Vesting Service.

Effective July 1, 1989, if you are a Participant for whom the Union does not act as the collective bargaining representative, you are eligible for Normal Retirement only if you have completed either 20 years of Pension Service or 5 years of Vesting Service.

Effective July 1, 1999, any Participant completing at least one Hour of Service on or after that date becomes eligible for Normal Retirement only if the Participant has to his or her credit either 20 years of Pension Service or 5 years of Vesting Service which have not been cancelled because of a Break in Service (see Question 34).

15. WHAT IS MY NORMAL PENSION DATE?

Your Normal Pension Date is the date upon which you can begin to receive Normal Pension Benefits. You cannot receive Normal Pension Benefits if you are still working and earning Pension Service or Vesting Service. You must also apply for Pension benefits to receive them.

Your Normal Pension Date is the first day of the month following the date upon which you become eligible to retire, provided you have stopped working and have applied for benefits. If you become eligible to retire on the first day of the month, then that day becomes your Normal Pension Date.

16. WHAT IS THE AMOUNT OF THE NORMAL PENSION?

Effective March 1, 1986, the Normal Pension is a monthly benefit equal to the unit monthly pension benefit determined by your Normal Pension Date, multiplied by your years of Pension Service.

Your unit monthly pension benefit is determined by using the following table:

<u>Normal Pension Date</u>	<u>Unit Monthly Pension Benefit</u>
July 1, 1961 to June 30, 1983	\$ 7.50
July 1, 1983 to December 31, 1985	\$ 12.00
January 1, 1986 to June 30, 1987	\$ 13.20
July 1, 1987 to June 30, 1989	\$ 15.15

July 1, 1989 to June 30, 1994	\$ 17.20
July 1, 1994 and thereafter	\$ 19.29

For example, if you have fifteen years of Pension Service, and your Normal Pension Date is September 1, 1994, you would receive:

15 (years of Pension Service) x \$19.29 (unit monthly pension benefit) = \$289.35 per month as a pension benefit.

If you have Interrupted Service, described below, your pension will be calculated differently. If you have specific questions about how your pension will be calculated, contact the Fund Office for a complete and detailed explanation.

When the financial condition of the Fund permits, the Trustees may elect to increase the amounts of the monthly pensions being paid to retired participants and to their survivors who are receiving a benefit from the Fund. Effective July 1, 1983, the Trustees voted to increase the amount of the monthly pensions being paid to retired participants and survivors of deceased participants by 10%. To be eligible for this increase, the retired participant or survivor had to be receiving payments before July 1, 1983. Similar 10% increases were voted by the Trustees effective as of January 1, 1986 and July 1, 1987. In such a case, the retired participant or survivor must be receiving benefits from the Fund before the effective date of the increase.

All pensioners and surviving spouses who were receiving a pension benefit on February 16, 1990 received an increase in their monthly benefit of \$33.00 per month retroactive to July 1, 1989, or their Pension Starting Date, whichever was later.

All pensioners and surviving spouses who were receiving a pension benefit on July 1, 1994 received an increase in their monthly benefit of \$20.00 per month retroactive to July 1, 1994, or their Pension Starting Date, whichever was later.

17. WHEN AM I ELIGIBLE FOR AN EARLY PENSION?

You can retire on an Early Pension after reaching age 55 with 20 years of Pension Service (including at least two years of Future Pension Service) or 10 years of Vesting Service.

18. WHAT IS THE AMOUNT OF THE EARLY PENSION?

Effective July 1, 1999, your Early Pension Benefit is calculated by first figuring the amount of your Normal Pension and then reducing that amount by 1/2 of 1% (.005) for each whole calendar month that your Early Pension Date precedes the first day of the calendar month coincident or next following your 60th birthday. For example, suppose

you take early retirement at age 58 and your Normal Pension amount is \$250.00 per month. Your Early Pension would be figured this way:

Normal Pension \$250.00

24 (number of months younger than age 60) x 1/2 of 1% = 12%

12% x \$250.00 = \$ 30.00

\$250.00 - \$30.00 = \$220.00 per month

19. MAY I ELECT A LEVEL INCOME OPTION?

By electing the Level Income Option, your Early Pension will be coordinated with other sources of retirement income you may have commencing at age 62. You may elect the Level Income Option if you are applying for an Early Pension Benefit and you satisfy both of the following eligibility requirements:

- A. the effective date of your Pension must be prior to your 62nd birthday; and
- B. if necessary, you and your spouse must have rejected the Married Couple benefit as described in question 46.

Under this option, you will receive larger monthly pension payments until age 62 when your other sources of retirement income begin; after age 62, your pension payments will be reduced or terminated.

Example: Suppose you wanted to retire at age 60 and you were planning on applying for a Social Security pension at age 62. Suppose further that your Early Pension Benefit beginning at age 60 would be \$1,000.00 if paid to you for life with no survivor's benefit and your estimated monthly Social Security pension at age 62 also totals \$1,000.00. If you chose to receive your Early Pension Benefit as a life annuity, you would receive \$1,000.00 per month from age 60 to age 62. You would then receive \$2,000.00 per month from age 62 forward, taking into account the Pension you would receive from this Fund plus your Social Security pension.

If you elect the Level Income Option, your monthly Pension from this Fund would be \$1,811.00 from age 60 to age 62 and \$811.00 after age 62. Taking into account your Early Pension plus your estimated Social Security pension of \$1,000.00, this means that you would receive a level amount (\$1,811.00) from age 60 for life.

The adjustment made for the Level Income Option depends on your age at retirement, your estimate of other retirement income sources commencing at age 62 and the amount of your Pension benefit accrued under this Fund.

You are responsible for providing the Fund Office with a written estimate of your other retirement income. The estimate must be in a form satisfactory to the Fund Office. For example, if you are relying on a Social Security pension at age 62, you may write to Social Security for assistance, but the ultimate responsibility for the estimate is yours. Once your monthly Pension commences, you may not revise your estimate of other retirement income for Pension calculation purposes.

20. WHAT IS A DISABILITY PENSION?

A Disability Pension is paid if you become totally disabled while working in covered employment.

21. HOW DO I BECOME ELIGIBLE FOR A DISABILITY PENSION?

Beginning July 1, 1989, you become eligible to receive a Disability Pension on the first day of the month following 180 days of total disability. You are considered "totally disabled" if you are totally and permanently disabled from working as a construction electrician and this condition has lasted for a period of 180 days. You must fulfill the service requirements for a Disability Pension before you become eligible to receive one and you cannot begin to receive a Disability Pension after the effective date of your Normal or Early Pension. Additionally, you must submit the proper application for a pension to the Trustees no later than twenty-one (21) months following the date you were unable to work as a construction electrician because of your disability.

For the period after June 30, 1976 and before July 1, 1989, you are considered "totally disabled" only if you are entitled to a Social Security Disability Benefit for that month.

For the period before July 1, 1976, you are considered "totally disabled" if you were totally disabled by bodily injury or sickness so that you are prevented from being employed and this condition has lasted for a period of 180 days.

You will not be considered "totally disabled" if the disability results from alcohol or narcotics dependency, self-inflicted injuries or from injury resulting from criminal acts committed by you.

22. WHAT ARE THE SERVICE REQUIREMENTS FOR A DISABILITY PENSION?

In order to become eligible to receive a Disability Pension, prior to the date on which you cease work due to becoming totally disabled, you must have completed either:

- A. Ten years of Vesting Service (See Question 32); or

- B. Have earned at least ten years of Pension Service (See Questions 28 and 29), including at least five Plan Years in which you had at least 500 hours of Vesting Service.

23. WHAT IS THE AMOUNT OF THE DISABILITY PENSION?

A Disability Pension pays eligible employees the same amount that they would be entitled to receive as a Normal Pension benefit.

24. WHAT IS A DEFERRED PENSION?

A Deferred Pension is paid if you stop working in covered employment after you become entitled to a pension but before you reach retirement age. The actual payments are deferred (postponed) and are not paid until after you have reached age 62 or after you have reached age 55 if you have fulfilled the service requirement for an Early Pension.

25. WHEN AM I ELIGIBLE FOR A DEFERRED PENSION?

You are entitled to a Deferred Pension if you become Vested - that is, if you have satisfied the age and service requirements for a Normal or Early Pension, or have a minimum number of years of Vesting Service. Effective July 1, 1989, if your employment is not covered by a collective bargaining agreement, you are Vested if you have satisfied the age and service requirements for a Normal or Early Pension or have at least 5 years of Vesting Service. Effective July 1, 1999, any Participant completing at least one Hour of Service on or after that date is Vested if the Participant has satisfied the age and service requirements for a Normal or Early Pension or has at least 5 years of Vesting Service which has not been cancelled because of a Break In Service (see Question 34).

26. WHAT IS THE AMOUNT OF THE DEFERRED PENSION?

- A. After Normal Pension Age?

If the Deferred Pension begins after you reach your Normal Pension Age (62), the amount of your benefit will be adjusted to the extent required by law. Generally, the monthly amount of the Deferred Pension will equal the greater of the monthly amount of the Normal Pension which you would have received if you had been eligible for it on the last day you worked in covered employment or the actuarial equivalent of the benefit payable at your Normal Pension Age. In no event may you delay commencement of benefits beyond the first day of April following the calendar year during which you attain age 70-1/2.

B. Before Normal Retirement Age?

If your Deferred Pension begins before you reach age 62, it will be figured just like an Early Pension (see Question 18).

27. WHAT ARE TEMPORARY BENEFITS?

Temporary benefits include, but are not limited to, one-time benefits provided as non-vested, non-accrued and non-permanent payments. The Trustees reserve the right to provide temporary benefits in addition to monthly retirement benefits.

Pensioners and Beneficiaries in pay status as of December 1, 2014, received a non-vested, non-accrued, non-permanent, one-time separate check in the amount of their monthly benefit. Such payment was sent with the regular monthly benefit check.

EARNING CREDIT FOR PENSIONS AND VESTING

28. CAN I EARN PENSION CREDIT FOR MY WORK BEFORE THE PLAN WAS ESTABLISHED?

Yes. Such credit is called "Past Pension Service". You earn one year of Past Pension Service for each Plan Year during which you worked at least one-half year in a job classification covered by a collective bargaining agreement with the Union prior to the Plan's effective date of July 1, 1961.

29. HOW DO I EARN CREDIT FOR WORK AFTER THE PLAN WAS ESTABLISHED?

Credit after the Plan was established is called Future Service. Effective June 30, 2004, you earn one one-thousandth (.001) of a year of Pension Service for each one and one-half dollars of employer contributions required to be made to the Fund based on hours which you work in covered employment.

Between December 1, 1985, and June 30, 2004, you earned one one-thousandth (.001) of a year of Pension Service for each one dollar of employer contributions required to be made to the Fund based on hours which you worked in covered employment.

Between July 1, 1979, and November 30, 1985, if you earned at least 100 Hours of Service during a Plan Year, you earned one one-thousandth (.001) of a year of Pension Service for each Hour of Service you had during that Plan Year. During that period, 1000 hours earned a full year of Pension Service, and you could have earned more than one year of Pension Service in a Plan Year if you had more than 1000 hours during that year.

From July 1, 1961, through June 30, 1979, you earned one quarter of a year of Pension Service for each 300 hours worked in covered employment or credited towards Pension

Service. You could not earn more than one year of Pension Service for each year worked prior to June 30, 1979.

30. CAN I EARN CREDIT FOR MILITARY SERVICE?

Yes. If you qualify under the Uniformed Services Employment and Reemployment Rights Act, you will be granted Vesting and Pension Service in accordance with that Act for certain periods of Qualified Military Service as required by Federal law. If applicable, you will be credited with hours based upon the average hours worked by the applicable bargaining unit employees during your period of Qualified Military Service. The credit to be provided for each week of such absence shall only be provided upon return to employment requiring contributions to the Fund within the time limits set by Federal law and shall be determined solely by the Trustees.

If you die on or after January 1, 2007 while performing qualified military service (as defined in Section 414(u) of the Internal Revenue Code), your survivors are entitled to any other additional benefits (other than benefit accruals/contributions relating to the period of qualified military service) provided under the Plan as if you had resumed and then terminated employment on account of death.

31. WHAT IS MEANT BY "VESTED" AND "NON-VESTED"?

You are "vested" if your right to receive a pension from the Plan, based on the credit you have earned, cannot be lost. You are "non-vested" if your Pension Service can be lost.

32. WHAT ARE YEARS OF VESTING SERVICE?

You will earn one year of Vesting Service for each Plan Year after June 30, 1976 in which you have at least 1000 Hours of Service, or for each Plan Year after June 30, 1961, and before July 1, 1976, in which you earned at least three quarters of one year of Pension Service. If you work in a non-covered job for a Contributing Employer and that work is continuous with Covered Employment with that Employer, your Hours of Service in the non-covered job will be counted toward a year of Vesting Service. You will not be entitled to credit toward a year of Vesting Service for years before a Break in Service that were forfeited or cancelled.

33. CAN MY PENSION SERVICE BE LOST OR CANCELLED?

Yes, through a Break in Service. If you have a Break in Service before you have satisfied the vesting requirements for a pension, your participation, your previously credited years of Vesting Service, and your previous years of Pension Service are cancelled. However, such cancelled participation, Pension Service, and Vesting Service may be reinstated if you timely return to covered work (see Question 36).

34. WHAT IS A BREAK IN SERVICE?

You have a Break in Service if you have three consecutive Break Years.

35. WHAT IS A BREAK YEAR?

You have a Break Year in any Plan Year in which you fail to complete 100 Hours of Service. If you work with a contributing employer in non-covered employment and that employment was continuous with your covered employment with that same employer, it will be counted as if it were covered employment in determining whether you have a Break Year.

36. CAN PARTICIPATION, PENSION SERVICE, AND VESTING SERVICE THAT I LOSE BECAUSE OF A BREAK IN SERVICE EVER BE REINSTATED?

This is where your years of Vesting Service can play an important part.

If you break your service before July 1, 1985, when you are not vested and return to Covered Employment sometime after that and earn at least 100 Hours of Vesting Service in one Plan Year, your participation, Pension Service, and Vesting Service that was forfeited will be reinstated if the number of consecutive Break Years that you incur is less than the number of years of Vesting Service that you had at the time of the break.

If you break your service after June 30, 1985, when you are not vested, and return to Covered Employment under the Plan sometime after that, and earn at least 100 hours of Vesting Service in one Plan Year, your participation, Pension Service and Vesting Service that was forfeited will be reinstated if the number of consecutive Break Years that you are out is less than 5 or the number of years of Vesting Service that you had at the time of the break.

Remember, however that, in all instances, because you did receive a Break in Service, all of your Pension Service will be classified as Interrupted Service and your benefit associated with your Pension Service earned before the break will be "frozen" as described in Question 39.

37. DOES ABSENCE FROM WORK RESULTING FROM MATERNITY OR PATERNITY LEAVE COUNT WHEN CALCULATING WHETHER A "BREAK YEAR" HAS OCCURRED?

No. If you are absent from work for maternity or paternity reasons, you will be credited with up to 501 hours of Vesting Service (up to 8 hours per day) solely for the purposes of determining whether a "Break Year" has occurred. An absence due to maternity or paternity reasons means an absence (A) due to your pregnancy; (B) due to the birth of your child; (C) due to the placement of a child with you for adoption; or (D) for the

purpose of child care beginning immediately after the child's birth or placement with you for adoption.

NOTE: If you wish to claim Vesting Service under this section, you must notify the Fund Office and submit proof that your absence was due to maternity or paternity reasons.

INTERRUPTED SERVICE

38. WHAT DO YOU MEAN BY INTERRUPTED SERVICE?

Interrupted Service may occur after you are vested under the following circumstances: (1) a period of time during which you are a participant in the Plan that does not contain a consecutive three Plan Year period which causes a break in service for you; or (2) a period of three consecutive Plan Years during which you were a participant in the Plan that caused a Break in Service but which was not lost because of the Plan's vesting provisions, or was later reinstated; or (3) each successive period of three consecutive Break Years immediately succeeding a period described in (2) and which was not lost because of the Plan's vesting provisions, or was later reinstated. Your Vesting Service will not be forfeited as a result of Interrupted Service.

39. IF I HAVE INTERRUPTED SERVICE, WHAT PENSION RATES APPLY?

That depends on what rate was in effect at the end of the last period you worked prior to the Break. These rates are listed in the schedule below:

<u>Period Immediately Prior to Break</u>	<u>Pension Rate</u>
July 1, 1961 through June 30, 1983	\$ 7.50
July 1, 1983 through December 31, 1985	\$12.00
January 1, 1986 through June 30, 1987	\$13.20
July 1, 1987 through June 30, 1989	\$15.15
July 1, 1989 through June 30, 1994	\$17.20
July 1, 1994 and thereafter	\$19.29

BENEFITS TO SURVIVORS

40. DOES THE PLAN PAY ANY BENEFITS IF I DIE BEFORE I RETIRE?

Yes. If you are unmarried and die before you retire (or if you are receiving a Disability Pension, and die before reaching age 65), your named beneficiary is paid a Death Benefit. This benefit is equal to the Employer Contributions made to the Fund on your behalf after June 30, 1979, reduced by any pension payments made to you prior to death. This benefit will be paid in a lump sum to your beneficiary.

41. WHAT IF I AM MARRIED AND I DIE BEFORE I RETIRE?

If you are an active married Vested Participant and die before you retire, the Fund will automatically pay your surviving spouse a monthly pension called a "Preretirement Survivor Pension". Your spouse will receive this form of Death Benefit unless your spouse requests the Trustees to pay it in another form. Within a reasonable period after your death, your spouse will be provided with an explanation of choices and an election form by the Fund Office.

42. WHAT OTHER FORM CAN MY SPOUSE ELECT?

Subsequent to your death, your spouse may elect to receive an immediate lump sum Death Benefit actuarially equivalent to the monthly pension benefit.

43. WHEN DOES MY SPOUSE RECEIVE SUCH BENEFITS?

Your spouse receives the monthly Preretirement Survivor Pension beginning on the date you would have become eligible for an Early Pension or a Normal Pension. However, if your spouse receives the lump sum benefit, it will be paid upon your death.

44. IF I AM MARRIED AND I DIE BEFORE I RETIRE, WILL MY NAMED BENEFICIARY RECEIVE ANY BENEFIT?

If your spouse elects to receive a lump sum benefit, and the amount of that benefit is less than the amount described in Question 40, the difference is paid to your named Beneficiary. (Of course, if you name your spouse as beneficiary, (s)he will receive the entire benefit). Also, if your spouse elects the monthly benefit, and then dies before (s)he receives benefits equal to the total of all contributions paid to the Fund on your behalf; the difference is paid to your named Beneficiary in a lump sum.

45. DOES THE PLAN PAY ANY BENEFITS IF MY SPOUSE OR I DIE AFTER I RETIRE?

Yes. There are three “Married Couple” forms. The original form, the “Married Couple Pension” is automatic unless you reject it. If you retire after reaching age 55, your pension will be paid in a "Married Couple" Pension automatically unless you and your spouse file a timely written rejection with the Trustees.

The other forms, the “Qualified Optional Survivor Annuity” and “Married Couple With Pop Up Option” are described below.

You may reject the Married Couple Pension (or revoke a previous rejection) at any time prior to the Effective Date of your pension.

46. WHAT IS THE MARRIED COUPLE PENSION?

The Married Couple Pension provides a lifetime monthly pension for you, plus a lifetime monthly pension for your surviving spouse starting after your death. The monthly amount payable to your surviving spouse is determined on the basis of an annuity which is the actuarial equivalent of your normal pension benefits, but cannot be less than one-half of the monthly amount of your pension. Also, your monthly pension will be reduced somewhat (based on the formula used to determine the Joint and Survivor Annuity).

47. WHAT IS THE MARRIED COUPLE WITH POP UP OPTION?

If you are eligible to elect a Married Couple Pension when you retire, you and your spouse will also be eligible to elect a Married Couple With Pop Up Option. This benefit provides a reduced Pension for the spouse's lifetime if the participant dies first but also can restore the Normal Pension of a participant if the participant's spouse should die first. The restored amount would be paid effective on the first day of the month following the death of a participant's spouse.

48. WHAT IS THE QUALIFIED OPTIONAL SURVIVOR ANNUITY?

Effective July 1, 2008, you and your spouse, subject to the requirement that you and your spouse reject the Married Couple Pension, may elect to receive your benefit in the form of a Qualified Optional Survivor Annuity. A Qualified Optional Survivor Annuity provides a reduced monthly benefit for your life, such that, if you die before your spouse, your spouse will receive a monthly benefit for his or her lifetime of seventy-five percent (75%) of your monthly amount. The Pop-Up Option is not available with this form.

49. HOW MUCH IS THE MONTHLY PENSION I WILL RECEIVE IF I WANT THE PENSION TO BE PAID IN THE MARRIED COUPLE PENSION, THE QUALIFIED OPTIONAL SURVIVOR ANNUITY OR AS A MARRIED COUPLE WITH POP UP OPTION?

For example, let's assume that you are retiring on a Normal Pension at age 62 with an accrued monthly pension benefit of \$1,000.00 and your spouse is age 60. If you decided to not receive your benefit in the Married Couple Pension, the Qualified Optional Survivor Annuity or a Married Couple With Pop Up Option, you would receive a monthly pension of \$1,000.00 that would be paid as long as you live and would stop with the date of your death.

If you choose to receive a reduced monthly Option with the provision that 50% of such reduced monthly pension would continue to your surviving spouse as long as (s)he lives (i.e., the Married Couple Pension) you would receive a monthly pension of \$905.13 with the provision that (s)he would start receiving one-half of that, \$452.57 for as long as (s)he lives after your death.

If you choose to receive a reduced monthly Qualified Optional Survivor Annuity with the provision that 75% of such reduced monthly pension would continue to your surviving spouse as long as (s)he lives you would receive a monthly pension of \$864.14 with the provision that (s)he would start receiving three-quarters of that, \$648.11 for as long as (s)he lives after your death.

If you choose a Married Couple With Pop Up Option you would receive a monthly pension of \$888.50 for as long as you both live with the provision that (s)he would start receiving one-half of that, \$444.25 for as long as (s)he lives after your death. However, if (s)he dies before you, your benefit would be restored to \$1,000.00.

If your spouse were 58 years old (instead of 60) the corresponding figure for the Married Couple Pension would be \$896.67 per month for you with one-half of that, \$448.35 provided for your spouse as long as (s)he lives. The Qualified Optional Survivor Annuity figures would be \$852.62 for you with \$639.47 for your spouse if (s)he lives longer than you do. The Married Couple With Pop Up Option figures would be \$881.49 for you both with \$440.75 for your spouse if (s)he lives longer than you do. However, your benefit would be restored to \$1,000.00 if you live longer than your spouse does.

These reductions apply to only the age combinations above. In all cases you should check with the Fund Office for the exact reductions for your situation.

50. DOES THE MARRIED COUPLE PENSION, THE QUALIFIED OPTIONAL SURVIVOR ANNUITY OR THE MARRIED COUPLE WITH POP UP OPTION APPLY TO A COUPLE WHO WERE MARRIED VERY RECENTLY?

To be entitled to either a Married Couple Pension, Qualified Optional Survivor Annuity or a Married Couple with Pop Up Option after you have retired, a couple must have been legally married throughout the year before your pension began. A Preretirement Survivor Pension will be paid to a Participant's surviving spouse if they were legally married throughout the year before the Participant's death.

51. WHAT BENEFIT IS THERE IF I REJECT THE MARRIED COUPLE FORM, THE QUALIFIED OPTIONAL SURVIVOR ANNUITY OR THE MARRIED COUPLE WITH POP UP OPTION?

If you and your spouse reject the Married Couple Pension, the Qualified Optional Survivor Annuity and the Married Couple With Pop Up Option, and you die after retiring, the Fund will add up all the pension payments made to you. If the total is less than the amount of your preretirement death benefit, as calculated in Question 40, the difference is paid to your beneficiary.

52. IF WE CHOOSE THE MARRIED COUPLE WITH POP UP OPTION, RETIRE AND START RECEIVING MY REDUCED PENSION AND SOMETHING HAPPENS TO MY SPOUSE, WILL THE AMOUNT OF MY PENSION BE RESTORED TO ITS ORIGINAL LEVEL?

Yes. Effective for retirements on or after October 1, 1999, if you and your spouse elect to receive the Married Couple With Pop Up Option (not the Married Couple Pension) and your spouse dies before you do, the amount of the monthly pension payable to you will be restored to its unreduced level. If you become divorced or separated, however, the amount of the monthly pension payable will remain at the reduced level.

53. HOW CAN I NAME MY BENEFICIARY?

You must designate your beneficiary in writing and file it with the Trustees. You may change the Beneficiary at any time by filing another designation, in writing, with the Trustees. The designation of Beneficiary becomes effective at the time the Fund Office receives the written notice. If you fail to designate a Beneficiary or if your Beneficiary does not survive you, then the Trustees will pay the benefit to your personal representative, that is, the executor or administrator of your estate.

NOTE: If you are married, your spouse is automatically considered your beneficiary unless both you and your spouse elect in writing to receive your benefit in another form.

54. WILL MY TOTAL BENEFITS ALWAYS EQUAL OR EXCEED THE AMOUNT OF MY PRERETIREMENT DEATH BENEFIT?

Yes. If you die and the total of all benefits paid to you and your Beneficiary is less than your preretirement death benefit, the difference will be paid to your Beneficiary or to your estate.

WORK AFTER RETIREMENT

55. TO WHAT EXTENT WILL I BE ALLOWED TO WORK AND STILL RECEIVE A PENSION FROM THE PLAN?

If you retire and return to work, the Fund will permanently withhold your monthly benefit for any month during which you become re-employed for 40 hours or more in Prohibited Employment in New York State. "Prohibited Employment" means all employment which is both: (A) in the same industry in which you worked at the time your Pension Benefits began; and (B) in the same trade or craft in which you worked at any time you were earning Pension Service in this Plan.

56. HOW CAN I FIND OUT IF A JOB IS "PROHIBITED EMPLOYMENT"?

You may request advice from the Plan concerning whether any specific contemplated employment will cause a suspension of your benefits.

57. HOW DOES THE FUND KNOW IF I WORK 40 HOURS IN A MONTH?

After you retire, you are obliged to notify the Trustees in writing to the Fund Office within seven (7) days of any employment, regardless of the number of hours of employment you may have worked in a month. The notice must indicate the dates and location of the work. Based on this information, the Trustees will determine whether benefit payments should be suspended.

If the Trustees become aware that you are working and you have not provided sufficient information for a determination as to whether the pension payments should be withheld because of Prohibited Employment, the Trustees will presume such employment to be prohibited and will withhold payment of benefits. Such presumption will continue until you provide proof to the Fund that you have ceased Prohibited Employment. You shall have the right to overcome such presumption by establishing that your work was not in fact an appropriate basis, under the Plan, for suspension of your benefits. If pension payments are withheld because you have not provided the proper information and you establish that the employment was not prohibited, the Fund will reinstate your pension payments retroactively not including any months in which you perform Prohibited Employment after the necessary information is provided

and the determination is made by the Trustees. The information concerning employment should be sent to the Fund Office.

When you stop working in Prohibited Employment and wish to have your pension benefits reinstated, you must notify the Fund Office in writing prior to the date you wish your pension payments to be reinstated. The Fund will reinstate your pension payments on the latter of the first day of the third calendar month after the month in which you stop Prohibited Employment or on the first day of the month after notice is given to the Fund of your desire to have benefits reinstated. The notice to reinstate pension payments must include your name, Social Security Number, the date on which you stopped working in Prohibited Employment and the date you wish to have your pension reinstated. If you as a participant had not previously filed an application for a pension which was approved, the payment of benefits is subject to the normal pension processing rules.

You are entitled to a review of the determinations regarding the suspension of your benefits by filing a written request with the Trustees within sixty (60) days after you receive the notice of suspension. The same right of review by the Trustee shall apply; under the same terms, to a determination by or on behalf of the Plan that actual or contemplated employment is prohibited. The Trustees will provide you with their determination in accordance with the procedures set forth in the Summary Plan Description dealing with benefit claims.

58. HOW WILL I KNOW THAT MY PENSION WILL BE SUSPENDED?

The Fund will not withhold your pension payments unless it notifies you by personal delivery or first class mail during the first calendar month or payroll period in which the Plan withholds payments that your benefits are suspended. Such notification shall contain the following:

- a. A description of the specific reasons why benefit payments are being suspended;
- b. A general description of the Plan provision relating to the suspension of benefits;
- c. A copy of the suspension of benefit provisions of the Plan;
- d. A statement to the effect that the Department of Labor regulations dealing with suspension of benefits may be found in Section 2530.203-3 of the Code of Federal Regulations;
- e. A statement that you may appeal the Trustees' decision by using the Plan's claims and review procedure;

- f. A description of the procedure for you to notify the Plan when the Prohibited Employment ends; and
- g. If the Plan intends to offset any suspendable amounts actually paid during the periods of Prohibited Employment, identification of the periods of employment, the suspendable amounts which are subject to offset, and the manner in which the Plan intends to offset such suspendable amounts.

The Trustees may request from you, and you are obligated to provide, access to reasonable information for the purpose of verifying your employment or unemployment. You must advise the Fund of the identity of your Employer(s), the location of the work, the type of work you performed, and any other information the Fund may request. Further, you must provide the Fund with any requested documentation concerning such employment, including, but not limited to, W-2 statements, paychecks, Social Security Administration Earnings Statements, authorizations to obtain Social Security Administration Earnings Statements, and job descriptions.

If you continue to work past Normal Retirement Age, you may be asked to notify the Fund Office periodically of your employment status, including providing forms for the Social Security Administration to verify your earnings. If asked to furnish that information, you must give it in writing on the forms provided by the Fund Office, and you must submit it to the Fund within thirty (30) days of the Fund's request for information. The notice must be given to the Fund Office regardless of the number of hours of your work. If you do not complete the required documents and return them to the Fund, the Trustees may presume that you are still working in Prohibited Employment as discussed above. You have the right to overcome that presumption and receive pension benefits, but you must submit sufficient documents and information to the Fund Office.

The Trustees retain the right to withhold benefit payments until you submit sufficient notices and information with the Fund. When you wish to resume retirement benefits after periods of Prohibited Employment, you must notify the Fund in accordance with these procedures.

59. IF I STOP WORKING, WHEN WILL MY BENEFITS RESUME?

If your benefit payments are suspended due to Prohibited Employment, you should notify the Trustees at the time the employment stops and your benefit payments will resume no later than the first day of the third month following the month in which the Trustees received notice that employment stopped.

Your payments will include any amounts withheld during the period between the date on which you stopped working and the date on which payments resumed. However, any Pension payments you received while you were working in prohibited employment will be offset from your future Pension payments in accordance with applicable laws. Such deduction or offset shall not exceed 25% of a month's total benefit payment which would have been due but for the offset, excluding the initial payment which may be subject to offset without limitation.

If you die before recoupment of overpayments has been completed, deductions shall be made from the benefits payable to your beneficiary or contingent annuitant, subject to the 25% limitation on the rate of deduction.

If an employee is reported in covered employment for additional service after retirement benefits are paid, the monthly retirement benefit will be recalculated when the employee again retires. Note, however, that if the Plan suspends your early retirement benefit for an extended time, the Plan may adjust your early retirement benefit. The adjustment will use actuarial factors so that the value of the benefit payable to you is not less than the value of your normal retirement benefit.

Any Pension Credit you earn will be used to increase future monthly benefits effective on the first day of the Plan Year following the Plan Year in which such Pension Credit is earned, offset by the actuarial value of any suspendable pension payments paid for any month in such Plan Year.

APPLYING FOR BENEFITS

60. DO I HAVE TO FILE AN APPLICATION TO OBTAIN A PENSION?

Yes. You must file a written application with the Board of Trustees. The Trustees have the right to request you to supply any information or proof they need to determine your benefits. You should contact the Fund office to obtain an application form.

61. WHEN DO PENSION BENEFITS BEGIN?

If you have met all the requirements of the Pension Plan, including filing an application, your pension usually will begin on the first day of the month after the month you file your application. This first day is the "Effective Date" of your pension. Under current tax laws, you cannot postpone the start of your benefits beyond April 1st following the Calendar Year in which you reach age 70-1/2.

62. WHEN I RETIRE, MAY I TAKE A LUMP SUM DISTRIBUTION INSTEAD OF MONTHLY PENSION PAYMENTS?

No. The purpose of the Plan is to provide pensions to retired participants.

63. WHAT HAPPENS IF MY APPLICATION FOR BENEFITS UNDER THE PLAN IS DENIED?

Initial Adverse Benefit Determinations

Claims other than Disability Pension Claims

If your claim for benefits is denied in whole or in part for any reason, then within 90 days after this Plan receives your claim, this Plan will send you written notice of its decision, unless special circumstances require an extension, in which case the Plan will send you written notice of the decision no later than 180 days after the Plan receives your claim. If an extension is necessary, you will be given written notice of the extension before the expiration of the initial 90-day period, which shall indicate the special circumstances requiring the extension of time and the date by which the Plan expects to render the benefit determination.

The Plan's written notice of its decision will include the specific reason or reasons for the adverse benefit determination; reference to specific Plan provisions on which the determination is based; a description of any additional material or information necessary for you to complete your claim and an explanation of why such material or information is necessary (if applicable); and a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act following an adverse benefit determination on review.

Disability Pension Claims

If your claim for disability pension benefits is denied in whole or in part for any reason, then within 45 days after this Plan receives your claim, this Plan will send you written notice of its decision. This period may be extended for up to two 30-day periods due to matters beyond the control of the Plan. For any extensions, the Plan will provide advance written notice indicating the circumstances requiring the extension and the date by which the Plan expects to render a decision. Any 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 (if any), and you shall be afforded at least 45 days within which to provide specified information (if applicable).

The Plan's written notice of its decision regarding a disability pension claim will include the information described above in regard to non-disability pension claims. In addition, if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination, the notice will provide either the specific rule, guideline, protocol, or other similar criterion, or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination and that a copy of such rule, guideline, protocol, or other

criterion will be provided free of charge upon request. Further, if the adverse benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit, the written notice shall contain 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 upon request.

Appeal of Adverse Benefit Determinations

If you are not satisfied with the reason or reasons why your claim was denied, then you may appeal to the Board of Trustees. To appeal, you must write to the Trustees within 60 days (180 days in the case of disability pension claims only) after you receive this Plan's initial adverse benefit determination. Your correspondence (or your representative's correspondence) must include the following statement: "I AM WRITING IN ORDER TO APPEAL YOUR DECISION TO DENY ME BENEFITS. YOUR ADVERSE BENEFIT DETERMINATION WAS DATED _____, 20____." If this statement is not included, then the Trustees may not understand that you are making an appeal, as opposed to a general inquiry. If you have chosen someone to represent you in making your appeal, then your letter (or your representative's letter) must state that you have authorized him or her to represent you with respect to your appeal, and you must sign such statement. Otherwise, the Trustees may not be sure that you have actually authorized someone to represent you, and the Trustees do not want to communicate about your situation to someone unless they are sure he or she is your chosen representative.

You shall have the opportunity to submit written comments, documents, records, and other information related to the claim for benefits. You shall also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. A document, record, or other information is relevant to a claim if it was relied upon in making the benefit determination; was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; demonstrates compliance with the administrative processes and safeguards required in making the benefit determination; or, in the case of disability pension claims only, constitutes a statement of policy or guidance with respect to the plan concerning the denied benefit, without regard to whether such advice or statement was relied upon in making the benefit determination. The review will 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.

In addition, with regard to disability claims: (1) the review will not afford deference to the initial adverse benefit determination and will be conducted by an appropriate

named fiduciary of the plan who is neither the individual who made the adverse benefit determination nor the subordinate of such individual; (2) insofar as the adverse benefit determination is based on medical judgment, the Board will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment; (3) such health care professional shall not be the individual, if any, who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual; and (4) medical or vocational experts whose advice was obtained on behalf of the plan, without regard to whether the advice was relied upon in making the adverse benefit determination, will be identified.

Determinations on Appeal

The Trustees at their next regularly scheduled meeting will make a determination of the appeal. However, if the appeal is received less than thirty (30) days before the meeting, the decision may be made at the second meeting following receipt of the request. If special circumstances require an extension of time for processing, then a decision may be made at the third meeting following the date the appeal is made. Before an extension of time commences, you will receive written notice of the extension, describing the special circumstances requiring the extension. The Plan will notify you of the benefit determination not later than 5 days after the determination is made.

If your appeal is denied, the Plan's written notice of the Board's decision will include the specific reason or reasons for the adverse benefit determination; reference to specific Plan provisions on which the determination is based; 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 your claim for benefits; and a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act.

In addition, for disability pension claims, if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination, the notice will provide either the specific rule, guideline, protocol, or other similar criterion, or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request. Further, if the adverse benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit, the written notice shall contain 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 upon request.

The Trustees' final decision with respect to their review of your appeal shall be final and binding upon you, since the Trustees have exclusive authority and discretion to

determine all questions of eligibility and entitlement under this Plan. Nonetheless, if you disagree with the final decision of the Trustees with respect to your appeal, then you may start a legal action against this Plan. However, no legal action may be commenced or maintained against this Plan more than 180 days after the Plan Trustees' final decision on appeal is deposited in the mail to the Participant's or Beneficiary's last known address.

Benefits under this Plan will be paid only if the Trustees decide in their discretion that you are entitled to them.

64. CAN I SELL, ASSIGN, OR PLEDGE MY RIGHT TO BENEFITS?

No. Benefits cannot be sold, assigned or pledged to anyone, nor can they be security for a loan. Under most circumstances, they are not subject to attachment or execution under any court order unless they are in pay status:

NOTE: Benefits may be subject to a Qualified Domestic Relations Order (QDRO). If the Fund receives a Domestic Relations Order seeking benefits under the Plan, the Fund Office will immediately refer the Order to Fund Counsel for assistance in determining whether the Order is a QDRO pursuant to ERISA. If the Order is determined to be a QDRO, the Fund Office will determine the dollar amount payable to each person named in the Order and will pay the amounts accordingly. However, if there is a dispute over whether the Order qualifies as a QDRO, such dispute will be resolved pursuant to procedures required by the Retirement Equity Act.

65. CAN I TRANSFER MY BENEFIT PAYMENT DIRECTLY TO ANOTHER PLAN OR TO AN IRA?

All or part of some distributions may be transferred directly from this Plan to another qualified retirement plan or to an Individual Retirement Account. These are referred to as Eligible Distributions. However, the following ARE NOT Eligible Distributions:

- A. Any distribution which is one of a series of payments to be made for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your spouse or other beneficiary; or
- B. Any distribution which is one of a series of payments being made over a period of at least ten (10) years; or
- C. Any distribution which is a minimum distribution required to be made by law after you attain age 70-1/2; or
- D. The portion of any distribution which is not includable in your gross income.

If you make a direct transfer of an Eligible Distribution you will not generally be liable for income taxes on the amount transferred and the Plan will not be required to withhold taxes from the distribution. Even if you do not make a direct transfer of an Eligible Distribution, you can generally avoid paying income taxes on the Eligible Distribution if you pay that amount to another qualified retirement plan or to an Individual Retirement Account within sixty (60) days after you receive it. Such a payment is referred to as a "Rollover Contribution." However, in that case, the Plan must withhold taxes from the distribution.

When you are entitled to receive a distribution from the Plan, the Fund Office will provide you with information about the distribution, any tax withholding requirements, and a form for you to elect to have an Eligible Distribution transferred directly to another qualified retirement plan or to an Individual Retirement Account. You should consult your tax advisor to get more specific information about the tax consequences of any distribution.

66. OVERPAYMENTS AND MISTAKEN PAYMENTS

In the event that you, or a third party on your behalf is paid benefits from the Plan in an improper amount or otherwise receives Plan assets not in compliance with the Plan (hereinafter "overpayments" or "mistaken payments"), the Plan has the right to start paying the correct benefit amount in accordance with its provisions. In addition, the Trustees have the right to recover any overpayment or mistaken payment made to you or to a third party on your behalf. If you do receive an overpayment or mistaken payment, you must pay back the overpayment or mistaken payment to the Plan with interest at a rate set by the Trustees. Such a recovery may be made by reducing other benefit payments made to you or on your behalf, by commencing a legal action or by such other methods as the Trustees, in their discretion, determine to be appropriate. You shall reimburse the Plan for attorneys' fees and paralegal fees, court costs, disbursements, and any expenses incurred by the Plan in attempting to collect and in collecting the overpayment or mistaken payment of benefits. The determination as to these matters is solely made by the Trustees.

TERMINATION AND AMENDMENT

67. CAN THE PLAN BE AMENDED OR TERMINATED?

Yes. The Trustees intend to continue the Plan indefinitely. However, the Trustees reserve the right to amend the Plan, or to terminate the Plan, in whole or in part, if at any time conditions warrant. If termination occurs, the remaining assets in the Plan, after expenses, will be allocated in accordance with the provisions of ERISA. No amendment will reduce benefits which already vested, except as permitted by applicable law.

68. ARE THE PENSION PLAN BENEFITS INSURED? IF SO, BY WHOM?

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

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

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

YOUR RIGHTS UNDER ERISA

69. **ISN'T THERE A LAW WHICH PROTECTS MY PENSION RIGHTS?**

Yes. As a Plan Participant, you are entitled to certain rights and protections under the Employment 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 Fund Office, 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 an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62) 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 get 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 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 the 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 the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, at JFK Federal Building, Room 3575, Boston, MA 02203, Telephone (617) 565-9600, 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. The Department of Labor requires that this booklet contain the description of your ERISA rights set forth above. Its inclusion in this Summary Plan Description is not offered, and should not be considered, as legal advice of any kind. For legal advice, you should consult with a licensed attorney.