

IBEW LOCAL 22/NECA PENSION PLAN A
SUMMARY PLAN DESCRIPTION

As Established by

International Brotherhood of Electrical Workers Local Union No. 22
And
The Omaha Division, Nebraska Chapter of N.E.C.A.

Effective April 1, 2018

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A MESSAGE TO ALL PARTICIPANTS FROM THE BOARD OF TRUSTEES

We are pleased to present you with this new booklet explaining the updated version of the International Brotherhood of Electrical Workers Local 22/NECA Pension Plan A (the “Plan”). All changes made to the Plan since the last booklet was printed have been included in this addition. If you would like a copy of the Plan document, please contact the Fund Office.

We urge you to read this booklet very carefully so that you will understand your rights to a benefit. We have tried to explain all sections of the Plan as clearly as possible. Your retirement benefits are important for your financial planning. We also urge you to show the booklet to your family. It is important that they be aware of your retirement benefits and the survivor protection offered. After you have read this booklet, please keep it in a safe place for future reference.

If you have any questions after reading this booklet, you can call or write the Fund Office for answers to any questions you may have about the Plan and how any rule affects you and your Beneficiaries.

Your Plan is a defined benefit pension plan designed to provide a lifetime benefit for you and, if you are married, a survivor benefit for your Spouse. Contributions to the Plan are made by Employers as required by a Collective Bargaining Agreement. The purpose of this Plan is to provide you with retirement benefits. It is important to remember when reading and interpreting this booklet that, if the facts and circumstances of a particular situation occurred prior to April 1, 2018, the provisions of the Plan in effect at the relevant date may be applied. Those provisions may be different from the Plan presently in effect and summarized in this booklet.

YOU SHOULD BE SURE TO KEEP THE FUND OFFICE INFORMED OF ANY CHANGE IN YOUR MAILING ADDRESS SO THAT YOU WILL BE SURE TO RECEIVE ALL COMMUNICATIONS. When writing to the Fund Office, always include your correct Social Security number with your communication. We will continue to keep you advised of any changes in the Plan, and we will continue our efforts to provide a greater measure of security for Employees who work in the electrical industry.

Please keep in mind that, for your protection, only the Board of Trustees is authorized to interpret the Plan. While you may receive information about the Plan from the Union or your employers, this information is not official. Only communication sent to you in writing and signed on behalf of the Board of Trustees is considered official Plan information.

We hope that you will find this booklet helpful and that you and your family will enjoy the protection of the Plan for many years to come.

BOARD OF TRUSTEES

CHECKLIST OF THINGS FOR YOU TO DO

! **Save this booklet.**

Keep this booklet and put it in a safe place. If you lose your copy, you may request another copy from the Fund Office. Tell your family, particularly your Spouse, about this booklet and its location.

! **Let the Fund Office know where you are and if you experience any important life events, such as marriage or divorce.**

Keep the Fund Office informed of any change in your mailing address, telephone number, or marital status, to make sure you and anyone related to your benefit will receive all communications relevant to them. Always include your correct Social Security number with all correspondence.

! **If you are thinking about retirement or terminating employment in the electrical industry:**

Get the information you need from the Fund Office and file your application in plenty of time. We suggest that you apply three (3) months before you would like your benefits to begin. You will need copies of certain documents, such as birth certificates, marriage certificates, divorce decrees, qualified domestic relations orders, or death certificates. If you have any questions, the Fund Office can advise you as to what materials you will need in order to submit a completed application.

! **Check your options.**

There may be waiting periods and deadlines in connection with various types of benefit options provided by the Plan. You should check your options from time to time, especially whenever there is a change in your family status, such as a marriage or divorce. If in doubt, check with the Fund Office.

! **Keep your records.**

Accuracy and completeness of records of your work in Covered Employment can be important in determining your eligibility and the amount of your benefit. You can protect yourself against possible future difficulty by checking the benefit statements you receive. Try to keep pay vouchers, payroll check stubs and other evidence of employment you may receive until you are sure you have been credited with that work.

! **Designate a Beneficiary.**

For the protection of the person or persons you want the Plan death benefits to go to, be sure that you have made your designation of Beneficiary known to the Fund Office. For additional information regarding your designation of Beneficiary, see page 28. If your Beneficiary should die before you, or if for any other reason you want to change your choice, you should promptly request a proper form from the Fund Office.

! **Any Questions? Ask the Fund Office.**

You should contact the Fund Office about any questions you have on the Plan or about any disagreement you may have concerning your records. Remember, only information in writing, signed on behalf of the Trustees, can be considered official.

SOME TERMS USED IN THIS BOOKLET

When the following terms appear in this booklet, they will have the following meanings:

1. Actuarial Equivalent. The term “Actuarial Equivalent” means two benefits of equal actuarial present value. The determination of an Actuarial Equivalent is based on actuarial assumptions stated in the Plan.
2. Alternate Payee. The term “Alternate Payee” means the designated person entitled to receive all or a portion of a Participant’s pension benefits pursuant to a Qualified Domestic Relations Order. An Alternate Payee must be a Spouse, former Spouse, child, or other dependent of a Participant.
3. Annuity Starting Date. The term “Annuity Starting Date” means the date as of which your pension benefit is calculated and you begin receiving payment of pension benefits under the Plan.
4. Association. The term “Association” means the Omaha Division, Nebraska Chapter of N.E.C.A. and its successors or assigns.
5. Beneficiary. The term “Beneficiary” means a person, other than a Pensioner, who is receiving benefits under this Plan because of his or her designation for such benefits by a Participant or because of the provisions of the Plan.
6. Contributions. The term “Contributions” or “Employer Contributions” means the money an Employer is obligated to pay to the Fund pursuant to the terms of the Trust Agreement and the terms of the Collective Bargaining Agreement or any other written agreement between an Employer and the Trustees.
7. Collective Bargaining Agreement. The term “Collective Bargaining Agreement” means any written agreement requiring an Employer to submit Contributions to the Fund in a manner and amount acceptable to the Trustees for work performed by one or more Employees, and such written agreement is in force and effect between either: (a) the Union and the Association; (b) the Union and one or more Employers doing the type of work performed by members of the Association; (c) the International Brotherhood of Electrical Workers and one or more Employers doing the type of work performed by members of the Association; or (d) the International Brotherhood of Electrical Workers and an employer association. It shall also mean participation agreements between the Fund and an Employer which require Contributions to the Fund in an amount and manner acceptable to the Trustees.
8. Contributing Employer or Employer. The terms “Contributing Employer” or “Employer” mean:
 - (a) Any employer who does the type of work performed by members of the Association, who is bound by a Collective Bargaining Agreement, or party to an agreement with the Trustees, which provides, in writing, for the payment of Contributions to the Fund for work performed by the employer’s Employees, provided such employer agrees in writing to be bound by the terms of the Trust Agreement.
 - (b) The Union for the purpose of providing benefits for the Union’s Employees provided the Union enters into a written agreement with the Trustees providing for the terms and conditions of making Contributions on behalf of the Union’s Employees.
 - (c) The trustees of any other employee benefit plan jointly established through collective bargaining by the Association and the Union for the purpose of providing benefits for such other employee benefit plan’s Employees, provided the trustees of such other

- employee benefit plan agree, in writing, to be bound by the terms of the Trust Agreement, and further provided that the trustees of such other employee benefit plan enter into a written agreement with the Trustees of this Plan providing for the terms and conditions of making Contributions on behalf of such other plan's Employees.
- (d) The International Brotherhood of Electrical Workers Local No. 22 Building Corporation, provided the Building Corporation agrees, in writing, to be bound by the terms of the Trust Agreement, and further provided the Building Corporation enters into a written agreement with the Trustees providing for the terms and conditions of making Contributions on behalf of such Employees of the Building Corporation.
 - (e) The Association provided the Association enters into a written agreement with the Trustees of the Fund providing for the terms and conditions of making Contributions on behalf of the Association's Employees.
 - (f) The Trustees of this Fund for the purpose of providing benefits for the Fund's Employees, provided the Trustees set forth in writing the terms and conditions of making Contributions on behalf of the Fund's Employees.
9. Covered Employment. The term "Covered Employment" means employment of an Employee by an Employer in a category covered by a Collective Bargaining Agreement, assent letter or other agreement that requires payment of Contributions to the Fund. This definition includes but is not limited to employment by the Fund, the Union, the Association, and the IBEW Local No. 22 Building Corporation.
 10. Early Retirement Age. The term "Early Retirement Age" means the Participant's fifty-fifth (55th) birthday.
 11. Employee. The term "Employee" means a person who is employed by an Employer to perform work for which the Employer is obligated to remit Contributions to the Fund pursuant to the terms of a Collective Bargaining Agreement, assent letter, or other written agreement.
 12. ERISA. The term "ERISA" means the Employee Retirement Income Security Act of 1974, any amendments thereto, and any regulations promulgated pursuant to its authority.
 13. Fund or Trust Fund. The term "Fund" or "Trust Fund" means the International Brotherhood of Electrical Workers, Local No. 22 Pension Fund established under the Trust Agreement.
 14. Hour of Service. The term "Hour of Service" means each hour for which an Employee is paid or entitled to be paid by a Contributing Employer. Generally, an Hour of Service is used to determine participation in the Plan, Breaks in Service, Years of Vesting Service, and Years of Credited Service.
 15. Normal Retirement Age. The term "Normal Retirement Age" means any of the following: the Participant's sixty-second (62) birthday, provided the Participant has ten (10) or more Years of Vesting Service; the Participant's sixty-fifth (65) birthday, provided the Participant has five (5) Years of Vesting Service; the Participant's age on his fifth anniversary of participation in the Plan if the Participant has not accumulated five (5) Years of Vesting Service at age sixty-five (65); the Participant's sixty-second (62) birthday provided that the Participant has five (5) Years of Vesting Service and is Totally and Permanently Disabled.
 16. Participant. The term "Participant" means a Pensioner, a Beneficiary, or former Employee who has acquired a right to a pension under the Plan, or any Employee who meets the requirements for participation in the Plan as set forth in Article II of the Plan.

17. Pensioner. The term “Pensioner” means the person to whom a pension under this Plan is being paid or to whom a pension would be paid but for time for administrative processing.
18. Pension Plan or Plan. The term “Plan” or “Pension Plan” means the program or programs of pension benefits established by the Trustees pursuant to the Trust Agreement, as set forth in this Plan document and any other documents incorporated into the Plan document by reference, together with any amendments or restatements to the Plan adopted by the Board of Trustees from time to time.
19. Plan Administrator. The term “Plan Administrator” means the Board of Trustees or any other person or entity to which the Trustees have delegated power to administer or make determinations under the Plan.
20. Plan Year. The term “Plan Year” means the calendar year running from January 1 to December 31.
21. Qualified Domestic Relations Order. The term “Qualified Domestic Relations Order (QDRO)” means a domestic relations order that has been determined, pursuant to reasonable procedures established by the Trustees, to be a qualified domestic relations order as defined in Section 206(d) of ERISA and Section 414(p) of the Code. A QDRO creates or recognizes the existence of an Alternate Payee’s right to receive all or a portion of the benefits payable with respect to a Participant under this Plan.
22. Spouse. The term “Spouse” means the lawfully married spouse of the Employee as of his Pension Start Date (or on such other date specified in the relevant section of the Plan), and, to the extent required by a QDRO, a Participant’s former spouse.
23. Total and Permanent Disability. The term “Total and Permanent Disability” means a disability that is either occupational or non-occupational in cause and renders the Participant unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment. The determination of whether a Participant is Totally and Permanently Disabled shall be made by the Plan Administrator based on medical evidence available to the Plan Administrator, including but not limited to a determination from the Social Security Administration.
24. Trust Agreement. The term “Trust Agreement” means the Restated Agreement and Declaration of Trust of the International Brotherhood of Electrical Workers, Local No. 22 Pension Fund and any modification, amendment, extension or renewal thereof.
25. Trustees. The term “Trustees” means the Board of Trustees as established and constituted from time to time in accordance with the Trust Agreement.
26. Union. The term “Union” means the International Brotherhood of Electrical Workers, Local Union No. 22.
27. Years of Credited Service; Credited Future Service; Credited Past Service; and Credited Service. The terms “Years of Credited Service”; “Credited Future Service”; “Credited Past Service”; and “Credited Service” are explained on pages 6-7 of this Summary Plan Description.
28. Years of Vesting Service or Vesting Service. The term “Years of Vesting Service” or “Vesting Service” is explained on page 8 of this Summary Plan Description.

PARTICIPATION

When will I become a Participant?

You will become a Participant in the Plan in the first Plan Year in which you accumulate three hundred (300) or more Hours of Service. Your first day of participation in the Plan will be January 1 of the first Plan Year in which you accumulate three hundred (300) or more Hours of Service.

Example: If you started work in Covered Employment on July 1, 2016 and had accumulated three hundred (300) Hours of Service as of October 15, 2016, your first day of participation in the Plan is January 1, 2016.

Will I ever lose my status as a Participant?

You will lose your Participant status if you incur a Permanent Break in Service. You will lose your Participant status effective on the last day of the Plan Year in which the Permanent Break in Service occurred, unless you are a Pensioner or have acquired the right to a pension other than a Total and Permanent Disability Benefit. Once you have earned a right to a pension (other than for a Total and Permanent Disability) you cannot lose your status as a Participant. How you earn a right to a pension (attain vested status) is discussed at page 12. Specific information about Breaks in Service may be found on pages 9-11 of this Summary Plan Description.

How can I become reinstated as a Participant in the Plan?

Once you have lost your status as a Plan Participant, you may again become a Participant by accumulating three hundred (300) or more Hours of Service in any Plan Year after the Plan Year in which you lost your Participant status. Once you meet this requirement, you will become a Participant retroactively, with your Participant status starting as of January 1 of the Plan Year in which you regained Participant status.

YEARS OF CREDITED SERVICE

Years of Credited Service are used in determining the amount of your pension payment.

How do I earn Credited Service?

There are different rules for earning Credited Service, depending on the date the service was earned.

Credited Past Service

Credited Past Service applies to employment before January 1, 1968. You are credited with one (1) full Year of Past Service for each calendar year from 1962 through and including 1967 in which you worked for one (1) hour for any Employer who had or who now has a Collective Bargaining Agreement with the Union. You can earn a maximum of six (6) Years of Credited Past Service.

Credited Future Service

Credited Future Service applies to employment on or after January 1, 1968. You are credited with Years of Future Service based on the following schedule:

<u>Hours of Service During Plan Year</u>	<u>Credited Service</u>
1,500 or more	1 year
1,100 – 1,499	$\frac{3}{4}$ year
700 – 1,099	$\frac{1}{2}$ year
300 – 699	$\frac{1}{4}$ year
Less than 300	No Credit

Hour Bank

Starting with the Plan Year that began January 1, 2004, if you accrue more than one thousand, five hundred (1,500) Hours of Service in any Plan Year, the number of hours over one thousand, five hundred (1,500) shall be placed in a reserve account for future use. You may accumulate up to seven hundred (700) hours in your reserve account. If you then have a Plan Year in which you accrue less than one thousand, five hundred (1,500) hours of service, the Plan will apply the hours in your reserve account to give you the maximum amount of Credited Service for the Plan Year.

For the years from 1970 through 2003, any Hours of Service in excess of one thousand, seven hundred (1,700) per Plan Year were placed in the reserve account.

Example: Andy has accumulated the following Hours of Service from 2009 to 2016:

<u>Plan Year</u>	<u>Hrs. of Service</u>	<u>Yrs of Credited Service Earned</u>	<u>Total Yrs of Credited Service</u>	<u>Additions to/ Deductions from Reserve Account</u>	<u>Reserve Account Total</u>
2009	1,900	1	1	400	400
2010	1,400	1	2	-100	300
2011	1,985	1	3	400	700
2012	1,852	1	4	0	700
2013	1,300	1	5	-200	500
2014	1,200	1	6	-300	200
2015	100	.25	6.25	-200	0
2016	1,650	1	7.25	150	150

In 2009, Andy had four hundred (400) hours placed in his reserve account because he had four hundred (400) Hours of Service in excess of one thousand five hundred (1,500).

In 2010, one hundred (100) hours were taken from his reserve account to give him one (1) full Year of Credited Service (1,500 hours) for that year.

In 2011, he had four hundred (400) more hours placed in his reserve account. Andy had four hundred (400) hours, instead of four hundred eighty-five (485) hours, placed in the account because seven hundred (700) hours is the maximum number of hours which can be held in the reserve account.

In 2012, he had no additional hours placed in the reserve account because his account already contained the maximum amount (700 hours).

In 2013, two hundred (200) hours were taken from his reserve account to give him one (1) full Year of Credited Service (1,500 hours) for that year.

In 2014, three hundred (300) hours were taken from his reserve account to give him one (1) full Year of Credited Service for that year.

In 2015, the remaining two hundred (200) hours were taken from Andy's reserve account, which in combination with the one hundred (100) hours he accumulated for that year gave him one-fourth (1/4) Year of Credited Service.

In 2016, one hundred fifty (150) hours were placed in Andy's reserve account because he had one hundred fifty (150) Hours of Service in excess of one thousand five hundred (1,500).

VESTING AND BREAKS IN SERVICE

Years of Vesting Service are used in determining whether you have acquired a nonforfeitable right to a pension and whether you have incurred a Permanent Break in Service. Years of Vesting Service are also used in determining what type of pension you are eligible to receive.

How Do I Become Vested?

You become vested by earning Years of Vesting Service. Vesting rules differ depending on what years the service was earned. Specific information about vested status may be found on page 12 of this Summary Plan Description.

Service from January 1962 through December 31, 1967

From January 1, 1962 through December 31, 1967, you will receive one (1) Year of Vesting Service for each calendar year in which you worked at least one (1) hour for any employer who now has, or who had, a Collective Bargaining Agreement with the Union. You will not receive any Years of Vesting Service for work performed prior to January 1, 1962.

Service on or after January 1, 1968

For service on or after January 1, 1968, you earn Vesting Service by completing at least three hundred (300) or more Hours of Service per Plan Year. You become vested for a benefit once you have completed at least five (5) Years of Vesting Service (five (5) years in which you earned three hundred (300) or more Hours of Service).

Example: Ed accumulated the following Hours of Service from 1966 to 1971:

<u>Plan Year</u>	<u>Hours of Service</u>	<u>Years of Vesting Service</u>
1966*	756	1
1967	0	0
1968	1,515	1
1969	848	1
1970	257	0
1971	2,062	1

* Employers Ed worked for were signatory to a Collective Bargaining Agreement with the Union.

In 1966, Ed earned 1 Year of Vesting Service because he had at least one (1) Hour of Service with a signatory employer during this year.

In 1967, he earned no Years of Vesting Service because he had no Hours of Service with a signatory employer during this year.

In both 1968 and 1969, Ed earned one (1) Year of Vesting Service because he accumulated three hundred (300) Hours of Service during both of these years.

In 1970, he earned no Years of Vesting Service because he did not accumulate three hundred (300) Hours of Service during that year.

In 1971, Ed earned one (1) Year of Vesting Service because he accumulated three hundred (300) or more Hours of Service during that year.

BREAK IN SERVICE

Can I lose my Vesting Service?

If you have a Permanent Break in Service, prior to attaining vested status, you will lose the credit for any Vesting Service earned before the break.

What is a One-Year Break in Service?

You will have a One-Year Break in Service in any Plan Year in which you fail to complete three hundred (300) Hours of Service. A One-Year Break in Service is repairable by working at least three hundred (300) hours in Covered Employment before incurring a Permanent Break in Service. If you repair a One-Year Break in Service, your previously earned Years of Credited Service and Years of Vesting Service will be restored.

Example: This example shows how you can repair your One-Year Breaks in Service. Once repaired, prior one-year breaks are disregarded and there is no cancellation of Years of Credited Service or Years of Vesting Service.

Paul accumulated the following Years of Vesting Service during 2010-2016:

<u>Plan Year</u>	<u>Hours of Service</u>	<u>Years of Vesting Service</u>	<u>One-Year Breaks</u>
2010	2,101	1	0
2011	1,876	1	0
2012	175	0	1
2013	95	0	1
2014	0	0	1
2015	750	1	0
2016	1,525	1	0

Paul has three (3) consecutive One-Year Breaks in Service and two (2) Years of Vesting Service through 2014. Because Paul returned to work before he had five (5) consecutive One-Year Breaks in Service and completed at least three hundred (300) Hours of Service in 2015, his temporary One-Year Breaks in Service were repaired. If Paul had another One-Year Break in Service in 2015 and another One-Year Break in Service in 2016, he would have had five (5) consecutive One-Year Breaks in Service which would have been a Permanent Break in Service resulting in Paul losing credit for any Vesting Service earned prior to the Permanent Break in Service.

What is a Permanent Break in Service?

Generally, if you are absent from Covered Employment for a long period of time you may have a Permanent Break in Service. A Permanent Break in Service occurs when you have at least five (5) consecutive years in which you fail to complete at least three hundred (300) Hours of Service in Covered Employment. If you have a Permanent Break in Service, you will lose all of the Years of Credited Service and Years of Vesting Service you earned before the Permanent Break in Service. However, once you have attained vested status (see page 12), you cannot have a Permanent Break in Service.

Example: Samantha has accumulated the following Hours of Service during 2009-2016:

<u>Plan Year</u>	<u>Hours of Service</u>	<u>Years of Vesting Service</u>	<u>One-Year Breaks</u>
2009	1,895	1	0
2010	2,003	1	0
2011	1,504	1	0
2012	275	0	1
2013	0	0	1
2014	0	0	1
2015	150	0	1
2016	0	0	1

Because Samantha has had five consecutive years (2012-2016) in which she failed to complete at least three hundred (300) Hours of Service in Covered Employment, she has a Permanent Break in Service.

Can I become reinstated as a Participant after a Permanent Break in Service?

After you have incurred a Permanent Break in Service, you can again become a Participant and earn Years of Credited Service and Years of Vesting Service by completing three hundred (300) or more Hours of Service in any Plan Year after the year in which you incurred the Permanent Break in Service. However, the Years of Credited Service and Years of Vesting Service you earned prior to the Permanent Break in Service can never be restored.

Are there any exceptions to Permanent Breaks in Service?

The Trustees recognize that there are situations where a Participant should not be assessed a Permanent Break in Service. As explained on pages 10-11, grace periods apply for situations where the failure to earn Credited Service was due to a Total and Permanent Disability, Qualified Military Service, Parental Leave, and leave under the Family and Medical Leave Act. You must be able to establish to the Trustees your eligibility for one of these grace periods. Hours of Service credited for purposes of a “grace period” are solely for avoiding a Break in Service and will not count toward accrual of Years of Credited Service or Years of Vesting Service.

Disability

You will be allowed a grace period if your failure to earn a Year of Vesting Service is due to a Total and Permanent Disability (as defined on page 18). To qualify for a grace period based on a Total and Permanent Disability, you must give written notice to the Plan Administrator. No grace period will be granted for any time prior to one year before the Plan Administrator received such written notice, unless the Trustees find there were extenuating circumstances which prevented a timely filing.

Maternity or Paternity Leave

You will be allowed a grace period of up to five hundred and one (501) Hours of Service if you are absent on or after January 1, 1985 and your absence is due to:

1. your pregnancy;
2. birth of your child;
3. placement of a child with you in connection with your adoption of the child; or

4. caring for your child during the period immediately following the child's birth or placement.

You must give timely information as the Trustees may reasonably require to establish that your absence from work is for one of the reasons listed above.

Family and Medical Leave

Any leave of absence granted by your employer, up to twelve (12) weeks, that qualifies under the Family and Medical Leave Act ("FMLA") will not be counted as a Break in Service for determining your eligibility for participation and your vested status.

Military Service

If you enter into Qualified Military Service, you will be entitled to Credited Service under the Plan (and you will not incur a Permanent Break in Service) for the period of your military service, provided that you meet all the requirements under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

In general, Qualified Military Service means any service in the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

The Board of Trustees has established a written USERRA Policy that describes the Plan's procedures with respect to an Employee's service in Qualified Military Service. You may obtain a copy of this USERRA Policy free of charge by contacting the Fund Office.

VESTED STATUS OR NONFORFEITABILITY

Once you have attained “vested status” under the Plan, you will have a nonforfeitable right to the benefit you have accrued under the Plan. In other words, once you have attained vested status, you cannot lose your right to receive a pension which will be based on the Years of Credited Service you have accumulated under the Plan.

You attain vested status by accumulating Years of Vesting Service. The rules for attaining vesting status differ depending on whether or not you have accumulated three hundred (300) or more Hours of Service in the 1998 calendar year or in any subsequent calendar year.

Attainment of vested status if you have accumulated three hundred (300) Hours of Service in 1998 or in any calendar year after 1998.

You will attain vested status and will have a nonforfeitable right to your accrued benefit if you accumulate five (5) Years of Vesting Service without a Permanent Break in Service.

Example: Tom started working in covered employment in 1995 and earned one (1) Year of Vesting Service in 1996, 1997, 1998, 1999, and 2000. Tom has attained vested status because he accumulated five (5) Years of Vesting Service without a Permanent Break in Service.

Attainment of vested status if you have not accumulated three hundred (300) Hours of Service in 1998 or in any calendar year after 1998.

You will attain vested status and shall have a nonforfeitable right to a certain percentage of your accrued benefit in accordance with the following vesting table:

<u>Years of Vesting Service</u>	<u>Percentage of Accrued Benefit</u>
Less than five years of service	0%
Five but less than six years of service	25%
Six but less than seven years of service	40%
Seven but less than eight years of service	50%
Eight but less than nine years of service	70%
Nine but less than ten years of service	85%
Ten or more years of service	100%

Example: Janet started working in Covered Employment in 1985. She earned one (1) Year of Vesting Service in 1985, 1986, 1987, 1988, 1989, 1990, and 1991. She left the electrical trade in 1992. Janet has accumulated seven (7) Years of Vesting Service without a Permanent Break in Service. She is therefore vested in 50% of her accrued benefit.

TYPES OF RETIREMENT BENEFITS

There are five types of benefits payable under the Plan.

- Normal Retirement Pension
- Early Retirement Pension
- Pre-Retirement Pension
- Vested Pension
- Total and Permanent Disability Benefit

NORMAL RETIREMENT PENSION

When will I be eligible for my pension?

You may retire on a Normal Retirement Pension if you have reached Normal Retirement Age, have chosen and applied for a Normal Retirement Pension on the application form provided by the Plan Administrator, and the application has been returned to and approved by the Plan Administrator.

What is Normal Retirement Age?

You will attain Normal Retirement Age when you:

1. are sixty-two (62) years old and have ten (10) or more Years of Vesting Service; or
2. are sixty-two (62) years old and have five (5) Years of Vesting Service, provided that you are Totally and Permanently Disabled; or
3. are sixty-five (65) years old and have five (5) Years of Vesting Service; or
4. have completed five (5) years of participation in the Plan, if you had not already accumulated five (5) years of Vesting Service at age sixty-five (65).

What will be the amount of my Normal Retirement Pension?

The monthly amount of your Normal Retirement Pension will be calculated based on the crediting rate in effect as of the year in which you last accumulated at least one-fourth (1/4) Year of Credited Service. If you accumulated at least one-fourth (1/4) Year of Credited Future Service (including applicable reserve account credit) after January 1, 2007, the amount per month of your Normal Retirement Pension is equal to the sum of:

1. \$12.00 per Year of Credited Past Service or Credited Future Service earned between January 1, 1962 and December 31, 1976; plus
2. \$37.50 per Year of Credited Future Service earned between January 1, 1977 and December 31, 1998; plus
3. \$47.50 per Year of Credited Future Service earned between January 1, 1999 and December 31, 1999; plus
4. \$54.75 per Year of Credited Future Service earned between January 1, 2000 and December 31, 2005; plus
5. \$58.00 per Year of Credited Future Service earned between January 1, 2006 and December 31, 2006; plus

6. \$60.00 per Year of Credited Future Service earned between January 1, 2007 and December 31, 2016; plus
7. \$80.00 per Year of Credited Future Service earned since January 1, 2017.

Notwithstanding the above, the following crediting rates will apply if you:

1. make a first time pension application after January 1, 2008;
2. have earned at least one-fourth (1/4) of a Year of Credited Future Service after January 1, 2008; and
3. meet the criteria of (A) or (B) of this Subsection:
 - (A) have not earned at least one-fourth (1/4) of a Year of Credited Service before January 1, 2003 or
 - (B) have earned at least one-fourth (1/4) of a Year of Credited Future Service between January 1, 2003 and December 31, 2007.

Applicable Credit Rates

1. \$12.00 per Year of Credited Past Service or Future Service earned between January 1, 1962 and December 31, 1976; plus
2. \$47.50 per Year of Credited Future Service earned between January 1, 1977 and December 31, 1999; plus
3. \$60.00 per Year of Credited Future Service earned between January 1, 2000 and December 31, 2016; plus
4. \$80.00 per Year of Credited Future Service earned since January 1, 2017.

Notwithstanding the above, the following crediting rates will apply if you

1. make a first time pension application after January 1, 2009;
2. have earned at least one-fourth (1/4) of a Year of Credited Future Service after January 1, 2009; and
3. meet the criteria of (A) or (B) of this Subsection:
 - (A) have not earned at least one-fourth (1/4) of a Year of Credited Service before January 1, 2003 or
 - (B) have earned at least one-fourth (1/4) of a Year of Credited Future Service between January 1, 2003 and December 31, 2008

Applicable Credit Rates

1. \$12.00 per Year of Credited Past Service or Credited Future Service earned between January 1, 1962 and December 31, 1976; plus
2. \$50.00 per Year of Credited Future Service earned between January 1, 1977 and December 31, 1999; plus
3. \$60.00 per Year of Credited Future Service earned between January 1, 2000 and December 31, 2008; plus
4. \$70.00 per Year of Credited Future Service earned between January 1, 2009 and December 31, 2016; plus
5. \$80.00 per Year of Credited Future Service earned since January 1, 2017.

If you did not earn at least one-fourth (1/4) Year of Credited Service after January 1, 2007, the applicable crediting rates are contained in Exhibit A on pages 39-43 of this document.

Do I have to begin drawing benefits when I attain Normal Retirement Age?

No. You are not required to begin drawing benefits until your Required Beginning Date. Your Required Beginning Date is April 1 of the calendar year following the calendar year in which you turn seventy and one-half (70 ½).

If you start drawing your pension after you attain Normal Retirement Age, the monthly amount of your pension will get calculated in accordance with the rules on pages 13-14 and then increased for each month that you were not engaged in Disqualifying Employment (as defined on page 25) for forty (40) or more hours in accordance with the following rules:

- During the thirty-six (36) month period that begins on the first day of the month following the date that you attained Normal Retirement Age, your benefit will get increased by one-percent (1%) for each month that you were not drawing benefits from the Plan and you were not engaged in Disqualifying Employment (as defined on page 25) for forty (40) or more hours;
- During the thirty-six (36) month period that begins on the first day of the thirty-seventh (37th) month following the date that you attained Normal Retirement Age, your benefit will get increased by one and one-half percent (1 ½%) for each month that you were not drawing benefits from the Plan and you were not engaged in Disqualifying Employment (as defined on page 25) for forty (40) or more hours; and
- During the period that begins on the first day of the seventy-third (73rd) month following the date that you attained Normal Retirement Age, your benefit will get increased by two percent (2%) for each month that you were not drawing benefits from the Plan and you were not engaged in Disqualifying Employment (as defined on page 25) for forty (40) or more hours.

Can I receive my pension in a single payment?

If the benefit payable to you under the Plan is \$5,000.00 or less, you may choose to receive your benefit as a single sum payment. Once you receive the single sum payment, no further benefits shall be due to you or your Beneficiary.

EARLY RETIREMENT PENSION

Is early retirement available?

You will be entitled to receive an Early Retirement Pension if you are at least age fifty-five (55), have at least ten (10) years of Past or Future Vesting Service, have chosen and applied for an Early Retirement Pension on the application form provided by the Plan Administrator, and the application has been returned to and approved by the Plan Administrator.

How will my Early Retirement Pension be calculated?

The monthly amount of your Early Retirement Pension will be calculated in the same manner as the Normal Retirement Pension is calculated, based on Years of Credited Past and Future Service at the time of early retirement. However, the monthly benefit is reduced for each month your age at early retirement precedes sixty-two (62). If you retire on or after January 1, 2000, the reduction is three-tenths of one percent (.003) for each complete calendar month that your age precedes sixty-two (62).

Example: Gene retires at age fifty-eight (58) on June 1, 2016 and has met the eligibility requirements for an Early Retirement Pension. A monthly benefit of \$650.00 would be payable to Gene at age sixty-two (62) (his Normal Retirement Age). Gene is forty-eight (48) months (4 years) younger than sixty-two (62). The percentage by which Gene's monthly benefit will be reduced is: $48 \text{ months} \times 3/10\% = 14.4\%$. Gene's Early Retirement monthly benefit is calculated as follows $\$650 - (14.4\% \text{ of } \$650)$. This equates to $\$650 - \$93.60 = \$556.40$. Therefore, Gene's Early Retirement Pension is \$556.40 per month.

PRE-RETIREMENT PENSION

What if I want to begin drawing a pension, but I'm only sixty (60) years old?

A Pre-Retirement Pension is available if you are sixty (60) or sixty-one (61) years old and have twenty (20) Years of Past and/or Future Vesting Service. To receive a Pre-Retirement Pension, you must meet the requirements of (1) or (2) below:

- 1) prior to your sixtieth (60th) and/or sixty-first (61st) birthday you must sign a commitment which states that:
 - a) you will not work in the electrical industry for any two (2), three (3), four (4) or five (5) consecutive months in the twelve (12) month period commencing on the first of the calendar month next following your sixtieth (60th) and/or sixty-first (61st) birthday; and
 - b) you will cease all active work and retire at age sixty-two (62).
- 2) prior to the effective date of your Pre-Retirement Pension you must sign a commitment which states that:
 - a) you will not work in the electrical industry for any four (4), six (6), eight (8) or ten (10) consecutive months ending with the month in which you attain age sixty-two (62); and
 - b) you will cease all active work and retire at age sixty-two (62).

To receive a Pre-Retirement Pension, you must also agree in writing that if you do not live up to your commitment under the agreement, you will owe the Plan the amount of all actual benefits received plus six percent (6%) interest per year compounded from date you received each payment to the date of repayment. Any monies you owe the Plan under this provision will be deducted from other benefits that are otherwise payable to you under the terms of the Plan.

You may exercise either option (1) or (2) above, but not both. Option (1) may be exercised two times.

What is the amount of the Pre-Retirement Pension?

If you begin receiving benefits on or after January 1, 2005, you will receive \$3,000.00 for each month you choose to draw a Pre-Retirement Pension. If you began receiving benefits prior to January 1, 2005, the amount of your benefit is computed pursuant to the amounts and time periods set forth Exhibit A on pages 39-43.

Do any dollar limits apply to the Pre-Retirement Pension?

Yes. The maximum yearly benefits available under a Pre-Retirement Pension are based on the number of consecutive months you agree not to work. Your maximum yearly benefit will be \$3,000.00 multiplied by the number of months you agree not to work. For example, if you agree

you will not work for four (4) consecutive months, your maximum yearly benefit will be \$12,000.00.

Will I accrue any service credit if I take a Pre-Retirement Pension?

Yes. If you choose to draw a Pre-Retirement Pension, you will continue to accrue Hours of Service at the rate of one hundred forty hours (140) per month during the months you draw your Pre-Retirement Pension.

VESTED PENSION

How do I become eligible for a Vested Pension?

You are eligible for a Vested Pension if you have reached Normal Retirement Age or Early Retirement Age and you meet all of the following requirements:

1. you have attained vested status;
2. you have ceased to be employed by an Employer who makes Contributions to the Plan, other than by reason of death or under circumstances where a Total and Permanent Disability Benefit is payable under the Plan;
3. you have elected and applied for a Vested Pension on a form prescribed by the Plan Administrator; and
4. your application has been approved by the Plan Administrator.

How is my Vested Pension calculated?

A Vested Pension is a monthly benefit calculated in the same manner as a Normal Retirement Pension based upon the number of Years of Credited Service you have accumulated and the crediting rate in effect when you last earned one-fourth (1/4) Year of Credited Service. However, if you are only partially vested in a certain percentage of your accrued benefit, the amount of your monthly Vested Pension will be the product of your monthly Normal Retirement Pension multiplied by the percentage in which you are vested in your accrued benefit. If you apply for a Vested Pension prior to your attainment of age sixty-two (62), the monthly amount will be reduced in the same manner as an Early Retirement Pension.

Example: Mark worked as an electrician in Covered Employment from 1980 through 1988. During this time he accumulated eight (8) Years of Vesting Service and is 70% vested in his accumulated benefit. From 1980 through 1988, Mark also earned seven and one-half (7.5) Years of Credited Service. Mark last earned at least one-fourth (1/4) Year of Credited Service in 1988, and his monthly Normal Retirement Pension benefit would be \$262.50 (7.5 Years of Credited Service x \$35.00). The amount of Mark's monthly Vested Pension is \$262.50 multiplied by 70%, which equals \$183.75.

DISABILITY BENEFITS

Are Disability Benefits available?

Yes. You will be eligible to receive Disability Benefits if:

- You are Totally and Permanently Disabled (as defined in the paragraph below);
- Your disability occurred after November 1, 1973;
- You are under age sixty-two (62);
- You have attained vested status under the Plan;
- You have completed at least fifteen hundred (1,500) Hours of Service during the twenty-four (24) month period immediately preceding your disability onset date (i.e. the 24-month period immediately preceding the date that you became Totally and Permanently Disabled);
- You have applied for a Disability Benefit on the form provided by the Plan Administrator and the Plan Administrator has received and approved the application;
- You are not Totally and Permanently Disabled as a result of your participation in a felony or felonious enterprise, your intentionally self-inflicted injury or your abuse of alcohol or illegal drugs; and

You have been Totally and Permanently Disabled for at least one hundred and eighty (180) days (i.e., you are not eligible for Disability Benefits until the first day of the month in which you have been Totally and Permanently Disabled for one hundred eighty (180) days. For example, if your disability onset date is March 15, 2017 then you are not eligible for Disability Benefits until September 1, 2017. This is because you will not have been Totally and Permanently Disabled for one hundred and eighty (180) days until September 11, 2017, which means that September 2017 is the month in which you were Totally and Permanently Disabled for at least one hundred and eighty (180) days).

What is considered Totally and Permanently Disabled?

You are considered Totally and Permanently Disabled if you have a disability that is either occupational or non-occupational in cause and renders you unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment. The determination of whether you are Totally and Permanently Disabled shall be made by the Plan Administrator based on medical evidence available to the Plan Administrator, including, but not limited to, a determination from the Social Security Administration.

When does the Disability Benefit start?

Once you are eligible to receive a Disability Benefit in accordance with the rules on page 18, you will start receiving your monthly Disability Benefit on the first day of the month following the month in which the Plan Administrator receives your application. If you submit an application for a Disability Benefit after the month that the benefit would otherwise be payable, you will receive a lump-sum retroactive payment. The amount of the lump-sum retroactive payment will equal the amount of your monthly Disability Benefit multiplied by the number of months between the date that you are eligible for Disability Benefits (i.e. the first day of the month that you met all the

criteria on page 18) and the date that you began receiving Disability Benefits from the Plan, up to a maximum of twelve (12) months.

For example, if Harold's disability onset date was January 1, 2016, his application for a Disability Benefit was received by the Plan Administrator on August 3, 2017, and the amount of his monthly Disability Benefit is \$458.00, then Harold will begin receiving monthly Disability Benefits on September 1, 2017 and he will receive a lump-sum retroactive payment equal to \$5,496.00 ($\$458.00 * 12 = \$5,496.00$). In this example, Harold was eligible for Disability Benefits on June 1, 2016. There were fifteen (15) months between the date that Harold was eligible for Disability Benefits and the date he began receiving Disability Benefits, but retroactive Disability Benefits are only available for a maximum of twelve (12) months, which is why twelve (12) was used rather than fifteen (15).

What is the amount of the Disability Benefit?

Generally, if you have earned at least one-fourth (1/4) of a Year of Credited Future Service after January 1, 1999, your monthly Disability Benefit will equal four hundred fifty-eight dollars (\$458.00).

If you meet both of the following criteria, you may instead elect to have the monthly amount of your Disability Benefit equal the amount of the Normal Retirement Pension that you would have received if you began receiving a Normal Retirement Pension in the form of a Single Life Annuity on your disability onset date:

- You are between the ages of fifty-five (55) and sixty-two (62) on your disability onset date; and
- You have at least thirty (30) Years of Vesting Service on your disability onset date.

This means that if you meet both of the criteria above, you may elect to have your monthly Disability Benefit calculated in the manner described on pages 13-14 based on the Years of Credited Past Service and Credited Future Service that you earned prior to your disability onset date. This benefit will not get reduced to take into account the fact that you are under the age of sixty-two (62) (in other words, the reductions that are described on pages 15-16 and applied to Early Retirement Pensions will not get applied to your Disability Benefit).

Is it possible to earn Years of Credited Future Service while I am receiving Disability Benefits?

Yes, you will earn Years of Credited Future Service while you are receiving Disability Benefits from the Plan if you meet at least one of the following criteria:

- You were under the age of fifty-five (55) on your disability onset date;
- You had less than thirty (30) Years of Vesting Service on your disability onset date; or
- You receive monthly Disability Benefits from the Plan in the amount of four hundred fifty eight dollars (\$458.00) (i.e. you did not elect to have the amount of your monthly Disability Benefit equal the amount of your Normal Retirement Pension, as explained on page 19).

The Years of Credited Future Service that you earn while you are receiving Disability Benefits from the Plan are based on your hours of imputed service credit and calculated in manner described

on pages 6-7 (i.e. these Years of Credited Future Service are calculated in the same manner as the Years of Credited Future Service that you earned while you were working in Covered Employment, so one thousand five hundred (1,500) hours of imputed service credit equals one Year of Credited Future Service).

The number of hours of imputed service credit that you will receive for each calendar year that you are receiving Disability Benefits from the Plan is calculated by adding your total number of Hours of Service and then dividing that number by the number of years that you worked in Covered Employment prior to your disability onset date. The crediting rate that will apply to the Years of Credited Future Service that are based on your hours of imputed service credit is the crediting rate that was in effect on your disability onset date.

For example, Sam starts working in Covered Employment on January 1, 1997. Sam works one thousand and five hundred (1,500) hours in Covered Employment per calendar year during the period of January 1, 1997 through December 31, 2013. Sam turns fifty-seven (57) on December 4, 2013 and becomes Totally and Permanently Disabled on December 17, 2013. On January 1, 2014, Sam starts receiving Disability Benefits from the Plan in the amount of \$458.00 per month, and he continues receiving Disability Benefits from the Plan until his Disability Benefit is converted into a Normal Retirement Pension on January 1, 2018. Sam will receive one (1) Year of Credited Future Service per calendar year during the period of January 1, 2014 through December 31, 2017 (i.e. he will receive four (4) Years of Credited Future Service, which was calculated by taking his 22,500 total Hours of Service and dividing it by the fifteen (15) years that he worked in Covered Employment. This equals 1,500, which means that he will receive one thousand five hundred (1,500) hours of imputed service credit per year). The crediting rate that will apply to each of these four Years of Credited Future Service is \$70.00.

How long will my Disability Benefit last?

You will continue to receive your Disability Benefit until the month following the month in which the earliest of the following occurs:

- Your death*;
- Your Disability Benefit is converted into an Early Retirement Pension or Normal Retirement Pension in accordance with the rules described on pages 20-21;
- You engage in employment that is inconsistent with the finding that you are Totally and Permanently Disabled;
- You have recovered and are able to resume regular employment (i.e. you are no longer Totally and Permanently Disabled), as determined by the Plan Administrator; or
- You refuse to undergo a medical exam as requested by the Plan Administrator.

* If you die while you are receiving Disability Benefits from the Plan, then you have died prior to your retirement and your Beneficiary(ies) will receive a Pre-Retirement Surviving Spouse Pension or a Pre-Retirement Death Benefit (as applicable). Refer to pages 27-28 for more information regarding the Plan's Death Benefits.

If I remain Totally and Permanently Disabled, when will my Disability Benefit convert into an Early Retirement Pension or Normal Retirement Pension?

If you meet all of the following criteria, you may elect to have your Disability Benefit converted to an Early Retirement Pension on the first day of the month following the date that you turn fifty-five (55) years old:

- You were under the age of fifty-five (55) on your disability onset date;
- You have at least thirty (30) Years of Vesting Service on the date that you turn fifty-five (55) years old;
- You submit a completed Early Retirement Pension application to the Plan Administrator prior to the first day of the month following the date that you turned fifty-five (55) years old. If you are married, your application is only considered complete if you have elected one of the benefit forms described on pages 22-23 (i.e. if you are married, you only meet this criteria if you have elected one of the benefit forms described on pages 22-23).

If you do not meet all of the criteria above, your Disability Benefit will be converted to a Normal Retirement Pension on the first day of the month following the date that you turn sixty-two (62) years old. The way this works is that prior to your sixty-second (62nd) birthday, the Plan Administrator will send you a Normal Retirement Pension application. You will need to complete this application and submit it to the Plan Administrator prior to the first day of the month following the date that you turned sixty-two (62) years old. If you are married, your application is only considered complete if you have elected one of the benefit forms described on pages 22-23. If you do not submit a completed Normal Retirement Pension application to the Plan Administrator prior to the first day of the month following the date that you turn sixty-two (62) years old, then your Normal Retirement Pension will be paid in the form of a Joint and 50% Survivor Pension.

When my Disability Benefit is converted into an Early Retirement Pension or Normal Retirement Pension, how is my Early Retirement Pension or Normal Retirement Pension calculated?

If your Disability Benefit is converted into an Early Retirement Pension on the first day of the month following the date that you turn fifty-five (55) years old in accordance with the rules described on page 21, then your Early Retirement Pension will be calculated in the manner described on pages 13-14 based on your Years of Credited Past Service and Years of Credited Future Service, including any Years of Credited Future Service that you earned based on hours of imputed service credit (as explained on pages 19-20). Your Early Retirement Pension will not get reduced to take into account the fact that you are under the age of sixty-two (62) (in other words, the reductions that are described on pages 15-16 will not get applied to your Early Retirement Pension).

If your Disability Benefit is converted into a Normal Retirement Pension on the first day of the month following the date that you turn sixty-two (62) years old in accordance with the rules described on page 21, then your Normal Retirement Pension will be calculated in the manner described on pages 13-14 based on your Years of Credited Past Service and Years of Credited Future Service, including any Years of Credited Future Service that you earned based on hours of imputed service credit (as explained on pages 19-20).

BENEFIT FORMS

How will my pension be paid if I am married?

If you are married on the date that you retire, you will automatically receive your benefits in the form of a Joint and 50% Survivor Pension. Depending upon your retirement date, if you and your Spouse do not want this form of payment, you may be able to reject the Joint and 50% Survivor Pension form and instead elect to receive payment in the form of a Joint and 75% Survivor Pension or a Converting Survivor Annuity.

How will my pension be paid if I am not married?

If you are unmarried when your pension becomes payable, your pension will be paid as a Single Life Annuity (a monthly payment starting upon your retirement and ending with the month of your death).

What is a Joint and 50% Survivor Pension?

If your benefits are paid in the form of a Joint and 50% Survivor Pension, the Plan will pay you a fixed monthly benefit for the rest of your life. If you have earned at least one-fourth (1/4) of a Year of Credited Service after January 1, 1987 and the Spouse that you were married to when your benefits began survives you, then upon your death, the Plan will pay your surviving Spouse a monthly benefit in the amount of 50% of the monthly amount you were receiving or \$105.00, whichever is greater.

Once you begin to receive benefits in the form of a Joint and 50% Survivor Pension, you cannot revoke the election of this option even if your Spouse dies before you or you get divorced.

What is a Joint and 75% Survivor Pension?

If you retire on or after January 1, 2008 and you are married on the date that you retire, you and your Spouse may reject the Joint and 50% Survivor Pension and elect to receive benefits in the form of a Joint and 75% Survivor Pension. As explained in the paragraph below, the Joint and 75% Survivor Pension operates the same as the Joint and 50% Survivor Pension except that the benefits during your life will be smaller because upon your death, your surviving Spouse will receive 75% (rather than 50%) of the monthly amount you were receiving.

If your benefits are paid in the form of a Joint and 75% Survivor Pension, the Plan will pay you a fixed monthly benefit for the rest of your life. If the Spouse you were married to when your benefits began survives you, then upon your death, the Plan will pay your surviving Spouse a monthly benefit in the amount of 75% of the monthly amount you were receiving or \$105.00, whichever is greater.

Once you begin to receive benefits in the form of a Joint and 75% Survivor Pension, you cannot revoke the election of this option even if your Spouse dies before you or you get divorced.

What is a Converting Survivor Annuity?

If you retire on or after October 1, 2015 and you are married on the date that you retire, you and your Spouse may reject the Joint and 50% Survivor Pension and elect to receive benefits in the

form of a Converting Survivor Annuity (also known as a Joint and 75% Survivor Pension with a pop-up). As explained in the paragraph below, the Converting Survivor Annuity operates the same as the Joint and 75% Survivor Pension except that the benefits paid to you while your Spouse is alive will be smaller because upon your Spouse's death (if your Spouse predeceases you), your benefits will "pop-up" to the amount you would have received if you had elected the Joint and 50% Survivor Pension when you retired.

If your benefits are paid in the form of a Converting Survivor Annuity, the Plan will pay you a fixed monthly benefit for the rest of your life. If the Spouse you were married to when your benefits began predeceases you, then upon your Spouse's death, your monthly benefits will increase to the amount that you would have received if you had elected the Joint and 50% Survivor Pension when you retired (this is the "pop-up" feature). If the Spouse you were married to when your benefits began survives you, then upon your death, the Plan will pay your surviving Spouse a monthly benefit in the amount of 75% of the monthly amount you were receiving or \$105.00, whichever is greater

Once you begin to receive benefits in the form of a Converting Survivor Annuity, you cannot revoke the election of this option even if you get divorced.

Are there any rules about who can qualify as a Spouse?

Yes. If you became a Participant of the Plan prior to January 1, 2000, a Qualified Spouse is a person who was legally married to you for at least a year immediately before your death.

If you became a Participant of the Plan on or after January 1, 2000, a Qualified Spouse is a person who was legally married to you for a one (1) year period ending on the earlier of your Annuity Starting Date or your death.

If you marry within a year of your Annuity Starting Date but have been married for at least one (1) year at the time of your death, your Spouse will still be a Qualified Spouse.

Your former Spouse may also be a Qualified Spouse if your former Spouse has filed a Qualified Domestic Relations Order ("QDRO") with the Plan that grants him/her that right.

QUALIFIED DOMESTIC RELATIONS ORDER

What is a Qualified Domestic Relations Order (“QDRO”)?

A QDRO is a court order based on state domestic relations law. A QDRO must relate to property settlement, child support, or spousal support and must assign your Spouse, former Spouse, child, or other dependent (called an “Alternate Payee”) a right to receive all or a portion of your retirement funds. A QDRO is a court order and the Plan is bound by its terms. Any benefits that the Plan is required to pay pursuant to a QDRO will reduce the benefits available to you.

How will I know if the Plan has received a QDRO?

The Plan Administrator will promptly notify you and any Alternate Payee of receipt of a QDRO. This notice will include the Plan’s procedures for determining whether the Order is qualified. Within a reasonable time after receipt of a Domestic Relations Order, the Plan Administrator will determine whether the Order is a QDRO. You will be notified of the Plan’s determination.

What happens to my pension if a QDRO is pending?

If you have applied for or are receiving benefits, the Plan Administrator must separately account for the amount that would be payable to the Alternate Payee under the QDRO. The Alternate Payee has eighteen (18) months from the date on which the first payment would be due under the initial QDRO to obtain a qualifying Order. If a qualifying Order is not obtained within the eighteen-month period, the monies that were separately accounted for will be returned to you and any future QDROs may only be applied prospectively.

What if I get remarried?

Any rights granted to an Alternate Payee by a QDRO will take precedence over the rights of any later Spouse.

What happens if I divorce after starting my pension?

If you divorce after beginning to receive your pension in one of the Joint and Survivor Pension forms, your former Spouse will retain the right to the survivor benefits granted under that pension form.

What if I need additional information?

If you need additional information about QDROs, you should contact the Plan Administrator for a complete copy of the Plan’s QDRO procedures. There is no charge for obtaining a copy.

SUSPENSION OF BENEFITS

Can my benefits ever be suspended?

Yes. If you begin drawing your pension (other than a disability pension), and then engage in employment that the Plan considers Disqualifying Employment for forty (40) or more hours in a month, your pension benefit will be suspended for that month.

What is Disqualifying Employment?

Disqualifying Employment is employment or self-employment that is:

- In an industry in which employees covered by the Plan are employed and accrue benefits under the Plan as a result of their employment;
- In a trade or craft in which you were employed at any time under the Plan; and
- In a geographic area covered by the Plan at the time you began receiving your pension.

May I ask the Trustees whether a contemplated employment will be disqualifying?

Yes. You may request the Trustees review a particular employment to determine if the employment is considered Disqualifying Employment. The Trustees shall provide you with a notice of their determination.

May I seek review of the Trustees' determinations?

Yes, you are entitled to a review of a determination suspending your benefits or of a determination that a contemplated employment will be disqualifying by filing a written request with the Plan Administrator within sixty (60) days of the determination notice.

Does paid nonworking time like vacation count towards the forty hours?

Yes. Paid non-work time will be counted towards the forty (40) hours if that time is paid for vacation, holidays, illness, layoff, jury duty, or other leave of absence. Workers Compensation and temporary disability payments are not included.

How will the Trustees know I am working?

You are responsible for notifying the Plan that you have returned to work. You must notify the Plan in writing, within fifteen (15) days of the date you return to work.

What if I don't notify the Trustees?

If you work in Disqualifying Employment and do not notify the Plan, the Trustees will assume you have worked for at least forty (40) hours a month and will suspend your monthly benefits until such time as you send notice to the Plan that you have left Disqualifying Employment. If you are working in Disqualifying Employment for any number of hours at a building or construction site and do not notify the Plan, the Trustees will presume that you have been working at the site in Disqualifying Employment for as long as the contractor has been working there and remains working there and your benefits will be suspended for that time period.

You do have the right to overcome these presumptions by proving to the Trustees that your work should not actually have been suspended under the Plan's rules.

The Plan will send you a notice at least once every twelve (12) months reminding you of your obligations to notify the Plan when you return to work and the presumptions that could result in suspension of your benefits if you do not provide the required notice.

Will I have to pay back payments that I received while I worked in Disqualifying Employment?

Yes. You must pay back all payments made to you while your benefits should have been suspended because you were working in Disqualifying Employment for forty (40) or more hours in a month.

When your payments resume after you have reached Normal Retirement Age, the Plan may withhold up to one hundred percent (100%) of your monthly benefit amount during the first month. After the first month, the Plan may withhold up to twenty-five percent (25%) from each monthly benefit payment until the Plan collects the entire amount that was paid to you during the months that you worked forty (40) or more hours in Disqualifying Employment.

When your payments resume before you have reached Normal Retirement Age, the Plan may withhold up to one hundred percent (100%) of your monthly benefit payment until the Plan collects the entire amount that was paid to you during the months that you worked forty (40) or more hours in Disqualifying Employment. If you reach Normal Retirement Age before the full amount of the overpayment has been recovered, the Plan may then withhold up to twenty-five percent (25%) from each monthly benefit payment until the Plan collects the entire amount that was paid to you during the months that you worked forty (40) or more hours in Disqualifying Employment.

If you die before the overpayments are recovered, deductions may be made to any death benefits up to the twenty-five percent (25%) limitation.

DEATH BENEFITS

Will my Spouse receive a pension if I die before I retire?

If you are vested and die before your retirement, your surviving Qualified Spouse (as previously described) will receive a Pre-Retirement Surviving Spouse Pension that is the greater of:

- A monthly benefit of one-half of your Normal Retirement Age Pension amount (calculated as if you retired on your date of death); or
- A monthly benefit of \$105.00.

If the benefit due is less than \$5,000.00, your surviving Qualified Spouse will receive a single, lump sum payment instead of a monthly benefit.

Is there any way my Spouse can receive a lump sum payment if I die before I retire?

Yes. The Plan has a Qualified Spouse's Pre-Retirement Death Benefit. If you are vested and die before your retirement, your surviving Qualified Spouse may elect this benefit if:

- You did not work in Covered Employment for the five (5) consecutive years immediately before your death; and
- The amount of this benefit is equal to or greater than the Actuarial Equivalent of the Pre-Retirement Surviving Spouse Pension described above.

The Qualified Spouse's Pre-Retirement Death Benefit is payable as either a lump sum or as sixty (60) monthly payments.

What if I am not married and die before I retire?

If you are not married, and die before retirement, your Beneficiary will receive a Pre-Retirement Death Benefit. This benefit is payable as a lump sum. If you earned at least one-fourth (1/4) of a Year of Credited Future Service during the 1995 calendar year or in any calendar year thereafter, your Pre-Retirement Death Benefit will be equal to one thousand dollars (\$1,000) times the Years of Credited Past and Credited Future Service that you have earned.

If you did not earn at least one-fourth (1/4) of a Year of Credited Future Service during the 1995 calendar or any calendar year thereafter, your Pre-Retirement Death Benefit will be equal to the applicable Estate Pay Off rate in Exhibit A times the Years of Credited Past Service and Credited Future Service that you have earned at the time of your death.

What does my Beneficiary have to do to receive the Pre-Retirement Death Benefit?

Your Beneficiary must select and apply for this death benefit on a form provided by the Plan Administrator. The form must then be returned to, and approved by, the Plan Administrator.

What if I am not married and die after I retire?

If you are not married and die after retirement, your Beneficiary will receive a Post-Retirement Death Benefit. This benefit is payable as a lump sum. Just like the Pre-Retirement Death Benefit, your Beneficiary must select and apply for this death benefit on a form provided by the Plan Administrator. The form must then be returned to, and approved by, the Plan Administrator.

If you earned at least one-fourth (1/4) of a Year of Credited Future Service during the 1995 calendar year or in any calendar year thereafter, your Post-Retirement Death Benefit will be equal

to \$1,000 times the Years of Credited Past Service and Credited Future Service that you have earned, less the retirement payments you had already received.

If you did not earn at least one-fourth (1/4) of a Year of Credited Future Service during the 1995 calendar year or in any calendar year thereafter, your Post-Retirement Death Benefit will be equal to the applicable Estate Pay Off rate in Exhibit A times the Years of Credited Past Service and Credited Future Service that you earned at the time of your death, less the retirement payments you had already received.

What happens if I die without naming a Beneficiary?

If you die without naming a Beneficiary, or if your Beneficiary dies before you, your benefit shall be paid as follows:

- First to your legal Spouse, if any.
- If no legal Spouse, to your children, if any, in equal shares.
- If no children, then to the executor or administrator of your estate.

What if my Beneficiary is a minor child?

If your Beneficiary is a minor child, the Plan Administrator may pay the benefits to the person who has custody or care of the minor child and with whom the minor child resides, provided that person agrees in writing to apply payments to the child's support.

Alternately, the Plan Administrator has the discretion to place payments due to the minor child in a federally insured savings account in the minor child's name and providing written notice of the deposit to the minor child.

What if I designate my Spouse as my Beneficiary and we later divorce?

If you designate your Spouse as your Beneficiary, the Beneficiary designation will automatically become null and void upon divorce. If you would like your ex-Spouse to remain your Beneficiary, you must file a new Beneficiary designation after your divorce. If you designate your Spouse and another individual as your designated Beneficiaries, only the portion of the Beneficiary designation that relates your ex-Spouse will automatically become null and void upon divorce.

What happens if I die while performing Qualified Military Service?

For Qualified Military Service on or after January 1, 2007, the survivors of a Participant who dies while performing Qualified Military Service (as defined on page 11), shall receive any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) that would have been provided under the Plan if the Participant had resumed and then terminated employment on account of death.

CLAIMS AND APPEALS PROCEDURES

How do I apply for benefits?

You must apply for benefits on the application form provided by the Fund Office. A request for benefits is only considered a claim if you submit a completed application form to the Fund Office. You will also be asked to provide copies of certain documents, such as a birth certificate, marriage certificate, work history form, tax forms, and court documents if you are divorced.

You may obtain an application form by calling, writing, or stopping by the Fund Office. You should submit your completed application to the Fund Office three (3) months in advance of the first month that you expect to receive a distribution of benefits. In order to avoid a delay in processing your application and benefit payments, make sure you fill out the application completely and provide copies of all request documentation.

What happens if I submit incorrect information to the Plan Administrator?

The Plan Administrator shall be entitled to rely on written representations, consents and revocations submitted by Participants, Spouses, or other parties in making their determinations. This means the Plan Administrator will use any and all information you submit in processing your application. Should you submit false statements or documents, the Plan Administrator shall have the right to recover, by all legal and equitable means, any benefit payments made in reliance on those false statements, documents, or any other false information. Withholding important facts about your situation will be considered false information. The Plan Administrator's right to recover shall include, but shall not be limited to, the right to recoup benefit payments, interest, and the cost of legal process without limitation by recovery through offset of benefit payments.

When will I know whether my application for benefits is approved or denied?

1. Benefits involving the determination of disability.

The Plan will determine whether your application for benefits is approved or denied and will notify you of its determination within a reasonable period of time, but not later than forty-five (45) days after your application for benefits is received by the Fund Office. This period may be extended one time by up to thirty (30) days if the Plan determines that an extension of time is necessary due to matters beyond the Plan's control. If an extension is necessary, the Plan will send you a written notice before the end of the initial forty-five (45) day period that tells you the circumstances requiring the extension, the date by which the Plan expects to render a determination, the standards you must meet to be entitled to the benefit, the unresolved issues that prevent the Plan from determining whether you are eligible for the benefit, and the additional information required to resolve those issues.

If circumstances beyond the control of the Plan cause the Plan to be unable to determine whether you are eligible for benefits within the additional thirty (30) days, the Plan may extend the time for making a determination for an additional thirty (30) days. If another extension is required, the Plan will send you another written notice prior to the expiration of the first thirty (30) day extension period that tells you the circumstances requiring the extension, the date by which the Plan expects to render a determination, the standards you must meet to be entitled to the benefit, the unresolved issues that prevent the Plan from determining whether you are eligible for the benefit, and the additional information required to resolve those issues.

If an extension is necessary because the Plan needs additional information from you, the written notice will specifically describe the required information and you will be allowed at least forty-five (45) days from receipt of the notice to provide the specified information. The time period for deciding whether you are eligible for benefits will be suspended (tolled) from the date on which the notice is sent until the date the Fund Office receives your response, or until forty-five (45) days have passed since the date the notice was sent, whichever happens first. When the Fund Office receives your response (or forty-five (45) days have passed and you have not provided a response), the Plan will make a determination within thirty (30) days.

2. Benefits other than those involving the determination of disability.

The Plan will determine whether your application for benefits is approved or denied and will notify you of its determination within a reasonable period of time, but not later than ninety (90) days after your application for benefits is received by the Fund Office. This period may be extended one time by up to ninety (90) days if the Plan determines that special circumstances require an extension of time for processing your application. If an extension is necessary, the Plan will send you a written notice before the end of the initial ninety (90) day period that tells you the special circumstances requiring the extension and the date by which the Plan expects to render a determination.

What will the Plan Administrator send me if my claim is denied?

If your claim is denied, in whole or in part, you will receive a written notice of the denial that includes:

- The specific reason or reasons for the denial;
- Reference to the specific Plan provisions on which the denial is based;
- A description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; and
- A description of the Plan's review (appeals) procedures and the time limits applicable to such procedures, including a statement of your right to bring a lawsuit under Section 502(a) of ERISA following an adverse benefit determination on review.

If your application for benefits involves the determination of disability (i.e. if your application is for Disability Benefits), the written notice will include the following information in addition to the information explained in the bullet points above:

- The specific internal rules, guidelines, protocols, standards or other similar criteria that was relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist;
- If the adverse benefit determination is based on medical necessity or similar exclusion or limit, the notice will either include an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or it will contain a statement that such explanation will be provided free of charge upon request;

- A discussion of the decision, including an explanation of the basis for disagreeing with or not following information you provided regarding the views of health care professionals and/or vocational professionals who treated you and/or evaluated your condition;
- An explanation of the basis for disagreeing with or not following the views of medical or vocational experts whose advice was obtained by the Plan in connection with your adverse benefit determination, regardless of whether or not the advice was relied upon in making the benefit determination;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your application for benefits; and
- If the notice is sent to a county in which ten percent (10%) or more of the population residing in the county is only literate in the same non-English language, the written notice will include a statement in the non-English language, which indicates how you can access the language services that are provided by the Plan.

If my application for benefits is denied, how do I file an appeal?

If your application for benefits is denied, in whole or in part, you or your authorized representative may appeal the determination by submitting a written request for review to the Board of Trustees at the following Fund Office address: Electrical Industry Center, 8960 “L” Street, Suite 101 Omaha, NE 68127.

You may submit written comments, documents, records and other information relating to your application for benefits. You may also request reasonable access to and copies of all documents, records and other information relevant to your application for benefits. If you request such information, it will be provided to you free of charge.

What is the deadline for filing an appeal?

1. Benefits involving the determination of disability.

A request for review (i.e., an appeal) for disability benefits must be made within one hundred eighty (180) days after your receive notice of the adverse benefit determination.

2. Benefits other than those involving the determination of disability.

A request for review (i.e., an appeal) must be made within sixty (60) days after your receive notice of the adverse benefit determination.

What is the process for making a decision on my appeal and when will I find out if my appeal is granted or denied?

The Trustees shall render a determination on your appeal no later than the date of the regularly scheduled quarterly meeting immediately following the Plan’s receipt of your request for review. If your request for review is received within thirty (30) days preceding the date of the next regularly scheduled meeting, the Trustees’ review and determination will be made no later than the second meeting following the Plan’s receipt of your request for review. This period may be extended until the third meeting following the Plan’s receipt of your request for review if the Plan determines that

special circumstances (such as the need to hold a hearing) require a further extension of time. If an extension is necessary, the Plan will send you a written notice before the commencement of the extension. The written notice will explain the special circumstances requiring the extension of time and the date that the Trustees will render a determination on your appeal.

The Trustees will provide a full and fair review of your application for benefits and the adverse benefit determination, and will not give deference to the initial determination. The Trustees' decision will be based on all comments, records and other information that you submit, regardless of whether such information was submitted or considered in the initial benefit determination.

In deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, the Trustees shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The health care professional will not be any individual who was consulted previously with respect to your application for benefits, nor the subordinate of any such individual. The Plan Administrator will provide you the health care professional's opinion and all supporting documentation regarding that opinion prior to the date that the Trustees' render a determination on your appeal.

If your appeal involves the determination of disability, the Plan Administrator will provide you, free of charge, any new or additional evidence that is considered, relied upon, or generated by the Plan in connection with your claim for benefits as soon as possible and sufficiently in advance of the date that the Trustees' render a determination on your appeal. Further, the Trustees will not render an adverse benefit determination that is based on a rationale that is different than the rationale that was included in the notice of the adverse benefit determination that was provided to you when your application for benefits was denied unless the Plan Administrator provides you, free of charge, with the new rationale as soon as possible and sufficiently in advance of the date that the Trustees' render a decision on your appeal. The purpose of this is to allow you to respond to the new evidence and/or rationale before the Trustees' render a determination on your appeal.

The Plan will provide you written notice of the decision on review (i.e., the appeal) as soon as possible and in no event later than five calendar days after the decision is made.

If your appeal is granted, the written notice will contain sufficient information to fully apprise you of the Plan's decision to grant your appeal.

If your appeal is denied, the written notice will include:

- The specific reason or reasons for the denial;
- Reference to the specific Plan provisions on which the denial is based;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your application for benefits; and
- A statement of your right to bring a lawsuit under Section 502(a) of ERISA.

If your appeal involves the determination of disability (i.e. if your appeal involves Disability Benefits), the written notice will include the following information in addition to the information explained in the bullet points above:

- The specific internal rules, guidelines, protocols, standards or other similar criteria that was relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist;
- If the adverse benefit determination is based on medical necessity or similar exclusion or limit, the notice will either include an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or it will contain a statement that such explanation will be provided free of charge upon request;
- A discussion of the decision, including an explanation of the basis for disagreeing with or not following information you provided regarding the views of health care professionals and/or vocational professionals who treated you and/or evaluated your condition;
- An explanation of the basis for disagreeing with or not following the views of medical or vocational experts whose advice was obtained by the Plan in connection with your adverse benefit determination, regardless of whether or not the advice was relied upon in making the benefit determination;
- If the notice is sent to a county in which ten percent (10%) or more of the population residing in the county is only literate in the same non-English language, the written notice will include a statement in the non-English language, which indicates how you can access the language services that are provided by the Plan; and
- A statement that a lawsuit under Section 502(a) of ERISA must be commenced within two (2) years and the calendar date on which the two (2) year period expires.

Is the Trustees' decision final?

Yes. The Trustees have the sole and exclusive power and discretion to rule on all appeals and their determination shall be final and binding upon all parties. If you are dissatisfied with the Board of Trustee's determination on appeal and you have exhausted all of the claims and appeals procedures in this Section, you may file a lawsuit. For any lawsuit filed, the determination of the Trustees is subject to judicial review only for abuse of discretion. Any lawsuit must be commenced within two (2) years after the date that the Plan Administrator sends you the written notice described on pages 31-33.

TAXES AND ROLLOVERS

This Section includes information regarding the income taxes and penalties that you could owe when you receive a distribution from the Plan. This Section also includes information about rollovers, which could allow you to defer the taxes owed on a distribution from the Plan. The information in this Section is for the sole purpose of providing you a summary of the laws that govern the taxation of distributions from the Plan. This information is not tax advice, and it is not intended to and cannot be used for the purpose of avoiding penalties that may be imposed under the United States federal tax laws or for the purpose of promoting, marketing, or recommending any transaction.

The information in this Section is based on the laws in effect on April 1, 2018. These laws are extremely complicated and are subject to change. When you apply for a distribution, the Fund Office will try and help you understand the current laws by providing you additional information regarding the tax consequences of that distribution. Although the Fund Office may provide certain general information regarding the tax consequences of a distribution, it cannot provide tax advice. For these reasons, you may wish to consult with a professional tax advisor before you receive a distribution from the Plan.

Do I have to pay tax on the money that I receive from the Plan?

The Contributions and investment earnings credited to the Plan on your behalf are not considered taxable income until you actually receive the money. The amount of tax you will owe when you receive money from the Plan will depend on many factors, including your age, the benefit form you select, and the tax laws in effect at that time.

What type of taxes could I owe when I receive money from the Plan?

Generally, the money you receive from the Plan is subject to ordinary income tax unless it is directly rolled over into an eligible retirement plan. When you submit an application for benefits, the Fund Office will provide you a form with which to elect income tax withholding on your distribution. If the distribution is not an eligible rollover distribution, you get to decide whether or not the Plan will withhold any portion of your distribution to pay income taxes. If the distribution is an eligible rollover distribution and it is paid to you rather than rolled over, the Plan is required to withhold 20% of the distribution to pay income taxes. For more information about whether a distribution is an eligible rollover distribution, please see the question below.

Note: In addition to the taxes described in this Section, you may be subject to a 50% excise tax on required minimum distribution amounts that you do not receive after your Required Beginning Date (as defined on page 15).

What is an eligible rollover distribution?

An eligible rollover distribution is a distribution from the Plan that you are allowed to rollover into an eligible retirement plan. Generally, a distribution from the Plan is an eligible rollover distribution if it is: 1) paid to you in the form a single lump sum (for pension benefits that are \$5,000 or less in value); 2) a single lump sum Pre-Retirement Surviving Spouse benefit payable to your surviving Spouse; or 3) single lump sum death benefits payable to your designated Beneficiary.

Any payments that are paid out as a required minimum distribution are not eligible rollover distributions. This means that if you have not reached your Required Beginning Date and you receive a distribution from the Plan in the form of a single lump sum, your entire distribution can be rolled over into an eligible retirement plan. If you have reached your Required Beginning Date and you receive a distribution from the Plan in the form of a single lump sum, only the portion of your distribution that is not a required minimum distribution can be rolled over into an eligible retirement plan

If you choose to have an eligible rollover distribution paid to you, the Plan is legally required to withhold 20% of the distribution to pay income taxes.

If you choose to have an eligible rollover distribution rolled over directly into an eligible retirement plan, the Plan is not required to withhold any portion of the distribution that is directly rolled over. You are also not required to pay federal or state income taxes on any portion of the distribution that is directly rolled over into an eligible retirement plan until you receive the money from that plan.

A rollover is only considered a direct rollover if you direct the Fund Office to distribute the money directly to another eligible retirement plan. If you have the money paid to you and then you roll it over into another plan, that is not a direct rollover and the Plan is legally required to withhold 20% of the distribution.

Note: The rule that you are not required to pay federal or state income taxes on any part of a distribution that is directly rolled over into an eligible retirement plan does not apply to a distribution that you roll over into a Roth IRA.

PLAN AMENDMENT & TERMINATION

Do the terms of the Plan ever change?

Yes. The Trustees reserve the right to modify, alter, amend, and otherwise revise the Plan at any time the Trustees may determine necessary and desirable.

What happens if the Plan ends?

The Trustees intend for this Plan to continue indefinitely. Nevertheless, they reserve the right, subject to the provisions of the Trust Agreement, to terminate or amend the Plan. To terminate the Plan, they must notify and get approval from a government agency, the Pension Benefit Guaranty Corporation ("PBGC").

If the Plan is terminated, you will be notified as soon as possible. You will be told the amount, if any, to which you will become entitled with an explanation of any elections that you may have to make.

If the Plan is terminated, the Plan's administrative expenses will be paid and all remaining funds will be allocated as follows:

- 1) First, in the case of benefits payable as a pension:
 - a) pension benefits of a Participant or a Beneficiary which was in pay status as of the beginning of the three (3) year period ending on the termination of the Plan, to each such pension, based on the provisions of the Plan under which such pension would be the least. The lowest pension in pay status during the three (3) year period shall be considered the pension in pay status for such period.
 - b) pension benefits of a Participant or a Beneficiary which would have been in pay status as of the beginning of such three-year period if the Participant had retired prior to the beginning of the three (3) year period and if his pension had commenced (in the standard forms) as of the beginning of such period, to each such pension based on the provisions of the Plan under which the pension would be the least.
- 2) Second, to all other benefits guaranteed under Title IV of ERISA.
- 3) Third, to all other vested benefits under the Plan.
- 4) Fourth, to all other benefits under the Plan.

Will I lose my benefits upon termination of the Plan?

In the event of a partial or total termination of the Plan, the Normal Retirement Pension, to the extent funded as of the date of termination, credited to each Participant will be non-forfeitable.

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 (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 thirty (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 five (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>.

PLAN MERGER

What if the Plan merges with another plan?

If the Plan merges or consolidates with another Plan, you and all other Participants, Alternate Payees, and Beneficiaries shall be entitled to receive a benefit immediately after the merger or consolidation that is equal to or greater than any benefit that you were entitled to receive before the merger or consolidation. In other words, if the Plan merges or consolidates, it will not negatively impact your benefit.

OTHER QUESTIONS AND ANSWERS

If I owe money, can I sign over my pension benefit?

Benefits cannot be sold, assigned, or pledged as security for a loan. However, the Plan must recognize a Qualified Domestic Relations Order.

What if I never apply for benefits?

If the Plan can locate you and you fail to file a timely application for benefits, your benefit payments will begin on your Required Beginning Date (as defined on page 15) and will be paid as follows:

If the value of your benefit is under \$5,000.00, you will receive a single lump sum payment.

If the value of your benefit is over \$5,000.00, you will receive your benefits as a Normal Retirement Age Pension, paid in the Joint and 50% Survivor Form.

What happens if I become unable to handle my own affairs?

In the event that you are unable to handle your own affairs due to mental or physical incapacity, any payments due shall be paid to your legal representative or legally appointed guardian. If no legal representative or legally appointed guardian exists, funds shall be paid to your Spouse or children for your care.

Can I still receive all my benefits if I move outside the United States?

Generally, yes, but check with the Fund Office before you move because there are certain tax forms that must be completed. You should also be sure the Fund Office has your full and correct mailing address.

Can I receive Social Security benefits in addition to the benefits provided by this Plan?

Social Security benefits paid by the Social Security Administration are independent of this Plan. You should file for any benefits you are entitled to receive from Social Security independently from your application for benefits under this Plan.

Can I, for any reason, borrow money from this Plan?

No, under this Plan you are not allowed to borrow money for any reason.

EXHIBIT A

For Participants terminating Covered Employment who have earned at least one-fourth (1/4th) of a Year of Credited Future Service (including any applicable reserve account credit) from **04/22/74 through 12/31/84**:

01/01/62 to 12/31/76 \$ 10.00 per Year of Credited Service
01/01/77 to 12/31/84 \$ 14.00 per Year of Credited Service

Disability: \$400.00 per month

Pre-Retirement: \$600.00 per month

Estate Pay Off: \$500.00 multiplied by accumulated Years of Credited Service

Surviving Spouse Benefit: If Joint and 50% Survivor Pension form: 50% of the monthly retirement benefit or \$75.00 per month, whichever is greater. If Qualified Optional Survivor Annuity form or Converting Survivor Annuity form: 75% of the monthly retirement benefit or \$105.00 per month, whichever is greater.

For Participants terminating Covered Employment who have earned at least one-fourth (1/4th) of a Year of Credited Future Service (including any applicable reserve account credit) from **01/01/85 through 12/31/86**:

01/01/62 to 12/31/76 \$ 10.00 per Year of Credited Service
01/01/77 to 12/31/86 \$ 20.00 per Year of Credited Service

Disability: \$400.00 per month

Pre-Retirement: \$600.00 per month

Estate Pay Off: \$700.00 multiplied by accumulated Years of Credited Service

Surviving Spouse Benefit: If Joint and 50% Survivor Pension form: 50% of the monthly retirement benefit or \$75.00 per month, whichever is greater. If Qualified Optional Survivor Annuity form or Converting Survivor Annuity form: 75% of the monthly retirement benefit or \$105.00 per month, whichever is greater.

For Participants terminating Covered Employment who have earned at least one-fourth (1/4th) of a Year of Credited Future Service (including any applicable reserve account credit) from **01/01/87 through 12/31/88**:

01/01/62 to 12/31/76 \$ 12.00 per Year of Credited Service
01/01/77 to 12/31/88 \$ 35.00 per Year of Credited Service

Disability: \$440.00 per month

Pre-Retirement: \$600.00 per month

Estate Pay Off: \$900.00 multiplied by accumulated Years of Credited Service

Surviving Spouse Benefit: If Joint and 50% Survivor Pension form: 50% of the monthly retirement benefit or \$105.00 per month, whichever is greater. If Qualified Optional Survivor Annuity form or Converting Survivor Annuity form: 75% of the monthly retirement benefit or \$105.00 per month, whichever is greater.

For Participants terminating Covered Employment who have earned at least one-fourth (1/4th) of a Year of Credited Future Service (including any applicable reserve account credit) from **01/01/89 through 12/31/94**:

01/01/62 to 12/31/76 \$ 12.00 per Year of Credited Service
01/01/77 to 12/31/88 \$ 35.00 per Year of Credited Service
01/01/89 to 12/31/94 \$ 24.00 per Year of Credited Service

Disability: \$440.00 per month

Pre-Retirement: \$600.00 per month

Estate Pay Off: \$900.00 multiplied by accumulated Years of Credited Service
Surviving Spouse Benefit: If Joint and 50% Survivor Pension form: 50% of the monthly retirement benefit or \$105.00 per month, whichever is greater. If Qualified Optional Survivor Annuity form or Converting Survivor Annuity form: 75% of the monthly retirement benefit or \$105.00 per month, whichever is greater.

For Participants terminating Covered Employment who have earned at least one-fourth (1/4th) of a Year of Credited Future Service (including any applicable reserve account credit) from **01/01/95 through 12/31/95**:

01/01/62 to 12/31/76 \$ 12.00 per Year of Credited Service
01/01/77 to 12/31/88 \$ 35.00 per Year of Credited Service
01/01/89 to 12/31/95 \$ 24.00 per Year of Credited Service

Disability: \$440.00 per month

Pre-Retirement: \$900.00 per month

Estate Pay Off: \$1,000.00 multiplied by accumulated Years of Credited Service
Surviving Spouse Benefit: If Joint and 50% Survivor Pension form: 50% of the monthly retirement benefit or \$105.00 per month, whichever is greater. If Qualified Optional Survivor Annuity form or Converting Survivor Annuity form: 75% of the monthly retirement benefit or \$105.00 per month, whichever is greater.

For Participants terminating Covered Employment who have earned at least one-fourth (1/4th) of a Year of Credited Future Service (including any applicable reserve account credit) from **01/01/96 through 12/31/97**:

01/01/62 to 12/31/76 \$ 12.00 per Year of Credited Service
01/01/77 to 12/31/97 \$ 35.00 per Year of Credited Service

Disability: \$440.00 per month

Pre-Retirement: \$1,000.00 per month

Estate Pay Off: \$1,000.00 multiplied by accumulated Years of Credited Service
Surviving Spouse Benefit: If Joint and 50% Survivor Pension form: 50% of the monthly retirement benefit or \$105.00 per month, whichever is greater. If Qualified Optional Survivor Annuity form or Converting Survivor Annuity form: 75% of the monthly retirement benefit or \$105.00 per month, whichever is greater.

For Participants terminating Covered Employment who have earned at least one-fourth (1/4th) of a Year of Credited Future Service (including any applicable reserve account credit) from **01/01/98** through **12/31/98**:

01/01/62 to 01/01/76 \$ 12.00 per Year of Credited Service
01/01/77 to 12/31/98 \$ 37.50 per Year of Credited Service

Disability: \$440.00 per month

Pre-Retirement: \$1,000.00 per month

Estate Pay Off: \$1,000.00 multiplied by accumulated Years of Credited Service

Surviving Spouse Benefit: If Joint and 50% Survivor Pension form: 50% of the monthly retirement benefit or \$105.00 per month, whichever is greater. If Qualified Optional Survivor Annuity form or Converting Survivor Annuity form: 75% of the monthly retirement benefit or \$105.00 per month, whichever is greater.

For Participants terminating Covered Employment who have earned at least one-fourth (1/4th) of a Year of Credited Future Service (including any applicable reserve account credit) from **01/01/99** through **12/31/99**:

01/01/62 to 12/31/76 \$ 12.00 per Year of Credited Service
01/01/77 to 12/31/98 \$ 37.50 per Year of Credited Service
01/01/99 to 12/31/99 \$ 47.50 per Year of Credited Service

Disability: \$458.00 per month

Pre-Retirement: \$1,000.00 per month

Estate Pay Off: \$1,000.00 multiplied by accumulated Years of Credited Service

Surviving Spouse Benefit: If Joint and 50% Survivor Pension form: 50% of the monthly retirement benefit or \$105.00 per month, whichever is greater. If Qualified Optional Survivor Annuity form or Converting Survivor Annuity form: 75% of the monthly retirement benefit or \$105.00 per month, whichever is greater.

For Participants terminating Covered Employment who have earned at least one-fourth (1/4th) of a Year of Credited Future Service (including any applicable reserve account credit) from **01/01/00** through **12/31/05**:

01/01/62 to 12/31/76 \$ 12.00 per Year of Credited Service
01/01/77 to 12/31/98 \$ 37.50 per Year of Credited Service
01/01/99 to 12/31/99 \$ 47.50 per Year of Credited Service
01/01/00 to 12/31/05 \$ 54.75 per Year of Credited Service

Disability: \$458.00 per month

Pre-Retirement: \$1,000.00 per month prior to January 1, 2004; \$2,400.00 per month from January 1, 2004 through December 31, 2004; \$3,000.00 per month effective January 1, 2005.

Estate Pay Off: \$1,000.00 multiplied by accumulated Years of Credited Service

Surviving Spouse Benefit: If Joint and 50% Survivor Pension form: 50% of the monthly retirement benefit or \$105.00 per month, whichever is greater. If Qualified Optional Survivor Annuity form or Converting Survivor Annuity form: 75% of the monthly retirement benefit or \$105.00 per month, whichever is greater.

For Participants terminating Covered Employment who have earned at least one-fourth (1/4) of a Year of Credited Future Service (including any applicable reserve account credit) from 01/01/06 through 12/31/06:

01/01/62 to 12/31/76 \$ 12.00 per Year of Credited Service
01/01/77 to 12/31/98 \$ 37.50 per Year of Credited Service
01/01/99 to 12/31/99 \$ 47.50 per Year of Credited Service
01/01/00 to 12/31/05 \$ 54.75 per Year of Credited Service
01/01/06 to 12/31/06 \$ 58.00 per Year of Credited Service

Disability: \$458.00 per month

Pre-Retirement: \$1,000 per month prior to January 1, 2004; \$2,400 per month from January 1, 2004 through December 31, 2004; \$3,000 per month effective January 1, 2005

Estate Pay Off: \$1,000.00 multiplied by accumulated Years of Credited Service

Surviving Spouse Benefit: If Joint and 50% Survivor Pension form: 50% of the monthly retirement benefit or \$105.00 per month, whichever is greater. If Qualified Optional Survivor Annuity form or Converting Survivor Annuity form: 75% of the monthly retirement benefit or \$105.00 per month, whichever is greater.

For Participants terminating Covered Employment who have earned at least one-fourth (1/4) of a Year of Credited Future Service (including any applicable reserve account credit) after 01/01/07:

01/01/62 to 12/31/76 \$ 12.00 per Year of Credited Service
01/01/77 to 12/31/98 \$ 37.50 per Year of Credited Service
01/01/99 to 12/31/99 \$ 47.50 per Year of Credited Service
01/01/00 to 12/31/05 \$ 54.75 per Year of Credited Service
01/01/06 to 12/31/06 \$ 58.00 per Year of Credited Service
01/01/07 to 12/31/16 \$ 60.00 per Year of Credited Service
01/01/17 to present \$ 80.00 per Year of Credited Service

Disability: \$458.00 per month

Pre-Retirement: \$1,000 per month prior to January 1, 2004; \$2,400 per month from January 1, 2004 through December 31, 2004; \$3,000 per month effective January 1, 2005

Estate Pay Off: \$1,000.00 multiplied by accumulated Years of Credited Service.

Surviving Spouse Benefit: If Joint and 50% Survivor Pension form: 50% of the monthly retirement benefit or \$105.00 per month, whichever is greater. If Qualified Optional Survivor Annuity form or Converting Survivor Annuity form: 75% of the monthly retirement benefit or \$105.00 per month, whichever is greater.

Notwithstanding the above, for Participants terminating Covered Employment who (1) make a first time pension application after 01/01/08, (2) have earned at least one-fourth (1/4) of a Year of Credited Future Service after 01/01/08, and (3) meet the criteria of (A) or (B) of this Subsection: either (A) have not earned at least one-fourth (1/4) of a Year of Credited Service before 01/01/03 or (B) have earned at least one-fourth (1/4) of a Year of Credited Future Service between 01/01/03 and 12/31/07:

01/01/62 to 12/31/76 \$ 12.00 per Year of Credited Service
01/01/77 to 12/31/99 \$ 47.50 per Year of Credited Service
01/01/00 to 12/31/16 \$ 60.00 per Year of Credited Service
01/01/17 to present \$ 80.00 per Year of Credited Service

Disability: \$458.00 per month

Pre-Retirement: \$1,000 per month prior to January 1, 2004; \$2,400 per month from January 1, 2004 through December 31, 2004; \$3,000 per month effective January 1, 2005

Estate Pay Off: \$1,000.00 multiplied by accumulated Years of Credited Service.

Surviving Spouse Benefit: If Joint and 50% Survivor Pension form: 50% of the monthly retirement benefit or \$105.00 per month, whichever is greater. If Qualified Optional Survivor Annuity form or Converting Survivor Annuity form: 75% of the monthly retirement benefit or \$105.00 per month, whichever is greater.

Notwithstanding the above, for Participants terminating Covered Employment who (1) make a first time pension application after 01/01/09, (2) have earned at least one-fourth (1/4) of a Year of Credited Future Service after 01/01/09, and (3) meet the criteria of (A) or (B) of this Subsection: either (A) have not earned at least one-fourth (1/4) of a Year of Credited Service before 01/01/03 or (B) have earned at least one-fourth (1/4) of a Year of Credited Future Service between 01/01/03 and 12/31/08:

01/01/62 to 12/31/76 \$ 12.00 per Year of Credited Service
01/01/77 to 12/31/99 \$ 50.00 per Year of Credited Service
01/01/00 to 12/31/08 \$ 60.00 per Year of Credited Service
01/01/09 to 12/31/16 \$ 70.00 per Year of Credited Service
01/01/17 to present \$ 80.00 per Year of Credited Service

Disability: \$458.00 per month

Pre-Retirement: \$1,000 per month prior to January 1, 2004; \$2,400 per month from January 1, 2004 through December 31, 2004; \$3,000 per month effective January 1, 2005

Estate Pay Off: \$1,000.00 multiplied by accumulated Years of Credited Service

Surviving Spouse Benefit: If Joint and 50% Survivor Pension form: 50% of the monthly retirement benefit or \$105.00 per month, whichever is greater. If Qualified Optional Survivor Annuity form or Converting Survivor Annuity form: 75% of the monthly retirement benefit or \$105.00 per month, whichever is greater.

EXHIBIT B

This purpose of this Exhibit B is to display all benefit increases adopted from January 1, 2000 through January 1, 2018.

1. Benefit Increase for Participants with a Retirement Effective Date Prior to June 1, 1999.

All retired participants with a retirement effective date prior to June 1, 1999 and who are not eligible for the benefit increases which went into effect on June 1 1999 shall have the amount of their monthly retirement benefit increased by the greater of: (1) four percent (4%); or (2) \$15.00.

2. Extra Check for Certain Pensioners.

A check in the amount of three hundred dollars (\$300.00) was payable after January 1, 2007, to any Pensioner or surviving Spouse of a Pensioner who retired and was in payment status on or before January 1, 2006, and to any recipient of a Pre-Retirement Surviving Spouse Pension who was in payment status on or before January 1, 2006.

An extra check will not be payable to an Alternate Payee receiving payments from this Plan under the terms of a Qualified Domestic Relations Order unless the Participant is eligible to receive the extra check and the terms of the Qualified Domestic Relations Order would require the extra check to be shared. Under no circumstances will a Pensioner and the Pensioner's Alternate Payee receive extra checks totaling more than three hundred dollars (\$300).

3. Monthly Retirement Benefit Increases.

- (i) Effective January 1, 2001, monthly retirement benefits have been increased by three percent (3%) with a \$5.00 minimum increase for all retired participants with (1) retirement effective date of January 1, 2001 or prior and (2) less than one-fourth (1/4) years of credited service on or after January 1, 2000.
- (ii) Effective January 1, 2005, monthly retirement benefits have been increased by one percent (1%) for all retired Participants with (1) retirement effective date prior to January 1, 2005; and (2) less than one-fourth (1/4) year of credit service after January 1, 2004. For those Participants with an increase of less than five dollars (\$5.00), their increase will be rounded upward to the nearest whole dollar. For Participants with an increase of five dollars (\$5.00) or more, their increase will be rounded upward to the nearest fifty cents (\$0.50).
- (iii) Effective January 1, 2009 monthly retirement benefits have been increased by three percent (3%) for all retired participants with: (1) a retirement effective date prior to January 1, 2009; and (2) less than one-fourth (1/4) of a Year of Credited Service after January 1, 2008, such increases will be rounded upward to the nearest fifty cents (\$0.50).

YOUR RIGHTS UNDER ERISA

As a Participant in the IBEW Local 22/NECA Pension Plan A, you are entitled to certain rights and protections ERISA. ERISA provides that all Plan Participants shall be entitled to:

- **Receive Information About Your Plan and Benefits**

- You may 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.
- You may 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.
- You may 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.
- You may obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (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 get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (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 thirty (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, once you have the Plan's appeal process described on pages 29-33. 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.

GENERAL INFORMATION ABOUT THE PENSION FUND AND YOUR PLAN

Name of Plan:

IBEW Local 22/NECA Pension Plan A

Type of Plan:

The Plan is a multi-employer defined benefit pension plan within the meaning of the Employee Retirement Income Security Act of 1974 (“ERISA”). The benefits provided by the Plan are insured by the Pension Benefit Guaranty Cooperation, a federal insurance agency.

Type of Administration of the Plan:

The Plan is administered by a joint Board of Trustees, one-half of whom are appointed by the Union and one-half of whom are appointed by the Association.

The Board of Trustees retains ultimate authority as the Plan Administrator for this Plan, but it has delegated responsibility for performing the day-to-day administrative functions to BeneSys, Inc. The contact information for the administrative office of the Fund (i.e. the Fund Office) is:

BeneSys, Inc.
IBEW Local Union No. 22/NECA
Fringe Benefit Funds
Electrical Industry Center
8960 “L” Street, Suite 101
Omaha, NE 68127
(402) 592-3753
www.22benefits.com

Name, Titles and Addresses of the Trustees

Union Trustees

Barry Mayfield, Secretary
Business Manager
IBEW Local Union No. 22
8946 “L” Street, Suite 101
Omaha, NE 68127-1406

Steve Mayfield
401 S. Cedar, Box 253
Mead, NE 68041

Michael T. Stopak
4978 Oaks Lane
Omaha, NE 68137

Management Trustees

John McMahon, Chairman
O.K. Electric Company
3112 South 67th Street
P.O. Box 6066
Omaha, NE 68106-3664

Allan Hale
Executive Director
Nebraska Chapter NECA
8960 “L” Street, Suite 100
Omaha, NE 68127-1406

Tom Falcon
Miller Electric Company
2501 St. Mary’s Avenue
Omaha, NE 68105-1696

The Board of Trustees can also be contacted at the Fund Office address and phone number listed above.

Plan Sponsor:

The Plan Sponsor is the Board of Trustees of the IBEW Local 22/NECA Pension Plan A.

Legal Counsel:

Blake & Uhlig, P.A.
475 New Brotherhood Building
753 State Avenue
Kansas City, KS 66101

Agent for Service of Legal Process:

BeneSys, Inc.
8960 "L" Street, Suite 101
Omaha, NE 68127-1414

Service of legal process may also be made upon the Board of Trustees or any individual Trustee.

Certified Public Accountant:

DeBoer & Associates
17330 Wright Street, Suite 100
Omaha, NE 68130-2157

Investment Consultant:

Asset Consulting Group
231 S. Bemiston Ave., 14th Floor
St. Louis, MO 63105

Benefit Consultant:

United Actuarial Services, Inc.
11590 North Meridian Street, Suite 610
Carmel, IN 46032-4529

Internal Revenue Service Plan Identification Number and Plan Number:

The Plan's identification number with the Internal Revenue Service is 47-6061061. The Plan number is 001.

Collective Bargaining Agreements:

The Plan is maintained pursuant to Collective Bargaining Agreements. A Participant or Beneficiary may obtain a copy of any Collective Bargaining Agreement by submitting a written request to the Plan Administrator. The Collective Bargaining Agreements are also available for inspection at the Fund Office.

Type of Pension Plan:

The Plan is a defined benefit plan. The level of benefits is determined actuarially considering Contribution income, mortality rates, turnover of Employees, general economic conditions and other factors affecting Fund income and costs. Actuarial valuations are performed by enrolled actuaries retained by the Trustees on the Participant's behalf. Cost projections and determination of benefit levels are done in consultation with the actuary. Although the Trustees and professional advisors make every effort to fix benefit levels accurately, benefit levels are subject to adjustments depending on changes in economic conditions, results of collective bargaining, and other necessary changes related to actuarial assumptions.

Source of Financing of Plan and Funding Medium:

This Plan is funded through Contributions by the Employers on behalf of their Employees under the terms of a Collective Bargaining Agreement, and by investment income earned on a portion of the Fund's assets. Investments are made only after consultation with professional investment managers employed by the trust. Benefits under this Plan are provided from the Fund's assets, which are held in trust.

The Plan is subject to periodic actuarial review to assure that the relationship between income and benefits costs meets the funding standards required to ERISA.

The Fund Office will provide any Plan Participant or Beneficiary, upon written request, information as to whether a particular employer is contributing to this Fund, and if so, that Employer's address.

Date of the Plan's Fiscal Year End:

December 31

Titles are for Reference Only:

The titles are for reference only. In the event of a conflict between a title and the content of a Section, the content of the Section shall control.

Construction:

Except to the extent preempted by Federal law, the provisions of the Plan shall be interpreted in accordance with the laws of the state of Nebraska.

Gender and Number:

Except as the context may require otherwise, use of the masculine gender shall include both the masculine and feminine genders and use of the singular tense and plural tense shall include both the singular tense and plural tense.

The material in this booklet was prepared to explain as clearly as possible your rights and benefits and other important features of IBEW Local 22/NECA Pension Plan A. For purposes of clarity, some of the precise detail of the rules and regulations have been summarized. The Trustees emphasize that nothing in this explanation is intended to change in any way the rules and regulations of the Plan itself.

In the event any question is raised, your rights will be determined in accordance with the text of the rules and regulations of the Plan and by the procedures prescribed by the Plan. Although the Trustees attempt to keep this booklet up-to-date, changes in the Plan procedures and the rules and regulations do occur. The current rules and regulations are kept on file in the Fund Office and notification of changes are supplied as soon as practicable.

Only the Board of Trustees is authorized to interpret the Plan. Neither the Union, nor any Employer, nor any of their representatives are authorized to interpret the Plan or act as an agent of the Board of Trustees.

If you have any questions about the Plan, contact the Fund Office. The staff has up-to-date information on the operation of the Plan and on your rights and responsibilities under it. The staff is available to help you with any questions.

Fund Office address and phone number:

IBEW Local 22/NECA
Pension Plan A
Electrical Industry Center
8960 "L" Street, Suite 101
Omaha, NE 68127

Telephone: (402) 592-3753
Toll-Free: 1 (855) 330-3242
Facsimile: (402) 592-2352