

**LOCAL UNION NO. 124 I.B.E.W.
PENSION TRUST**

Restated Effective September 1, 2014

Amended through December 31, 2014

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LOCAL UNION NO. 124 I.B.E.W. PENSION TRUST

ARTICLE I DEFINITIONS

Section 1.1. Actuarial Present Value

(a) For distributions prior to September 1, 2000.

- (1) For lump sum payments, other than pursuant to a Qualified Domestic Relations Order, unless otherwise specified in the Plan, the "Actuarial Present Value" of a benefit shall be determined using the full set of interest rates prescribed by the Pension Benefit Guaranty Corporation for valuing annuities under single-employer plans that terminate without a Notice of Sufficiency on the first day of the Plan Year in which the date as of which the benefit value occurs.

Notwithstanding the foregoing, if the value so calculated under the preceding paragraph exceeds \$25,000, the "Actuarial Present Value" of a lump sum benefit shall be determined using 120% of the full set of interest rates prescribed by the Pension Benefit Guaranty Corporation for valuing annuities under single-employer plans that terminate without a Notice of Sufficiency on the first day of the Plan Year in which the date as of which the benefit is valued.

- (2) For converting the normal form of benefit to all optional forms, except pursuant to a Qualified Domestic Relations Order and lump sum payments, the "Actuarial Present Value" of a benefit shall be determined using the interest rates prescribed by the Pension Benefit Guaranty Corporation for valuing annuities under single-employer plans that terminate without a Notice of Sufficiency on the first day of the Plan Year in which the date as of which the benefit is valued occurs.
- (3) For payments pursuant to a Qualified Domestic Relations Order, the "Actuarial Present Value" of a benefit shall be determined using the immediate interest rate prescribed by the Pension Benefit Guaranty Corporation for valuing annuities under single-employer plans that terminate without a Notice of Sufficiency on the first day of the Plan Year in which the date as of which the benefit is valued occurs.
- (4) For lump sum payments and converting the form of benefit to all optional forms, unless otherwise specified in the Plan, the mortality assumptions shall be based on the 1971 Group Annuity Mortality Table, weighted as follows:
 - (A) For a Participant's benefit, 100% male and 0% female;

- (B) For the benefit of a Participant's Spouse or former Spouse, 0% male and 100% female; and,
 - (C) In any other case, 50% male and 50% female.
- (b) For distributions on or after September 1, 2000.
 - (1) For lump sum payments other than pursuant to a Qualified Domestic Relations Order and for the Level Income Option, unless otherwise specified in the Plan, the Actuarial Equivalent lump sum value for payments made in any Plan Year shall be based on the interest rate for 30-year Treasury Securities (the "Applicable Interest Rate") and the 1983 Group Annuity Mortality Table, weighted 50% male, 50% female.
The Applicable Interest Rate shall be adjusted on the first day of each subsequent calendar year (the "Stability Period" as defined by Treasury Regulations Section 1.417(e)-1T). The Applicable Interest Rate shall be determined in the month of July (the "Lookback Month" as defined by Treasury Regulations Section 1.417(e)-1T) preceding each Stability Period.
 - (2) For converting the normal form of benefit to all optional forms, except lump sum payments, the "Actuarial Present Value" of a benefit shall be determined using the interest rate of 7-1/2% unless otherwise specified in the Plan.
 - (3) For payments pursuant to a Qualified Domestic Relations Order the "Actuarial Present Value" shall be determined using an interest rate of 7-1/2%.
 - (4) For converting the form of benefit to all optional forms, unless otherwise specified in the Plan, the mortality assumptions shall be based on the 1971 Group Annuity Mortality Table, weighted as follows:
 - (A) For a Participant's benefit, 100% male and 0% female;
 - (B) For the benefit of a Participant's Spouse or former Spouse, 0% male and 100% female; and,
 - (C) In any other case, 50% male and 50% female.
- (c) Effective for any distribution with an Annuity Starting Date on or after January 1, 2003 and notwithstanding any other Plan provisions to the contrary, any reference to the applicable mortality table or the mortality table prescribed in Rev. Rul. 95-6 shall be construed as a reference to the mortality table prescribed in Rev. Rul. 2001-62 for all purposes under the Plan.
- (d) Effective for any distribution with an Annuity Starting Date on or after September 1, 2008 and notwithstanding any other Plan provisions to the contrary, with respect to any payments under the plan in a single sum or a series of payments less than 10 years, the Actuarial Equivalent amount

shall be calculated by using the applicable mortality table prescribed by the Secretary of Treasury for purposes of section 417(e)(3) of the Code and the applicable interest rate for said section determined for the month of July prior to the beginning of the Plan Year in which the distribution is made.

- (e) "Actuarial Equivalence" means two benefits of equal Actuarial Present Value based on the actuarial factors and assumptions specified in the provision in which that phrase is used or, if not otherwise specified, based on the assumptions described in this section.

Section 1.2. Annual Compensation Limit

For Years beginning on or after January 1, 1989, and before January 1, 1994, the amount of a Participant's annual Compensation that may be taken into account for any Plan purpose shall not exceed \$200,000, as that amount may be adjusted from time to time by the Treasury under Section 401(a)(17) of the Internal Revenue Code.

For Years beginning on or after January 1, 1994, the amount of a Participant's annual Compensation that may be taken into account for any Plan purpose shall not exceed \$150,000, (\$200,000 for Plan Years beginning on or after January 1, 2002) as that amount may be adjusted from time to time by the Secretary of the Treasury under Section 401(a)(17)(B) of the Internal Revenue Code.

Section 1.3. Annuity Starting Date

- (a) The "Annuity Starting Date" means the date as of which benefits are calculated and paid under the Plan and shall be the first day of the first month after or coincident with the later of:
 - (1) The first day of the month following submission by the Participant of a completed application for benefits and the Board's subsequent approval of same.
 - (2) Thirty days after the Plan advises the Participant of the available benefit payment options.
- (b) The Annuity Starting Date may occur and benefits may begin before the end of the 30-day period, provided:
 - (1) The Participant and Spouse, if any, consent in writing to the commencement of payments before the end of the 30-day period, and no later than eight days before the Annuity Starting Date, or
 - (2) The Participant's benefit was previously being paid because of an election after Normal Retirement Age, or
 - (3) The Participant's benefit is being paid automatically as a lump sum under the provisions of the Plan.

- (c) The Annuity Starting Date shall not be later than the Participant's Required Beginning Date.
- (d) The Annuity Starting Date for a Beneficiary or Alternate Payee under a Qualified Domestic Relations Order (within the meaning of Sections 206(d)(3) of ERISA and 414(p) of the Internal Revenue Code) will be determined as stated in Subsections (a), (b) and (c) above, except that the reference to spousal consent does not apply.
- (e) Effective with the Plan Year beginning in 2004, if a written notice of a Participant's optional forms of payment is required and provided after the Participant's Annuity Starting Date, his or her Annuity Starting Date will be deemed to be a "retroactive Annuity Starting Date." In such case, if a Participant elects (with spousal consent, if applicable) to receive his or her benefit determined as of a retroactive Annuity Starting Date, the Participant will receive a make-up payment to reflect any missed payment(s) for the period from the retroactive Annuity Starting Date to the date of the actual make-up payment. An appropriate adjustment for interest will be made from the date the missed payment(s) would have been made to the date of the actual make-up payment.

Section 1.4 Association

"Association" means the Greater Kansas City Chapter of the National Electrical Contractors Association.

Section 1.5 Beneficiary

- (a) "Beneficiary" means a person who is receiving benefits or is entitled to receive benefits under this Plan because of his or her designation for such benefits by a Participant or the provisions of this Plan.
- (b) Effective September 1, 1985, if someone other than the Participant's Spouse is named as Beneficiary under the Plan for any share of the Participant's benefit that would otherwise be payable as a Surviving Spouse Pension, the Spouse shall acknowledge the designation of Beneficiary and consent to the designation in writing.
- (c) If a Participant designates a Spouse as a Beneficiary and is subsequently legally divorced from said Spouse, the designation will be deemed null and void as of the date of the divorce from said Spouse. Such Participant may subsequently designate a Beneficiary, including the Spouse from whom the divorce occurred. In the event no designation of Beneficiary is made subsequent to the divorce, all of the benefits, or the portion for which the Spouse was eligible, shall be paid in accordance with the Plan's provisions relating to having no Beneficiary on file.

Section 1.6 Break in Service (One-Year Break in Service, Permanent Break in Service)

See Section 4.4.

Section 1.7 Collective Bargaining Agreement or Agreement

- (a) "Collective Bargaining Agreement" or "Agreement" means a written agreement entered into between the Union and the Association, or any Employers, wherein and whereby the Employers are required to make contributions to the Pension fund.
- (b) "Agreement" also means an Alumni Participation Agreement which is a written agreement requiring contributions to the Pension Plan for certain non-bargained employees and approved by the Board of Trustees, and executed by a Contributing Employer required to make contributions to the Pension Plan on behalf of its collectively bargained employees pursuant to an agreement described in Section 1.7(a).

Section 1.8. Compensation

"Compensation" with respect to any Participant means compensation that is currently includible in gross income as provided for under Section 414(s) of the Internal Revenue Code and as reported on IRS Form W-2.

Effective September 1, 1997, Compensation shall include any pre-tax deferrals under IRC Sections 401(k), 125, 403(b), 457 and effective September 1, 2001, Section 132(f).

Section 1.9. Continuous Employment

"Continuous Employment" means any periods of Service, which are not separated by quit, discharge, or other termination of employment between the periods.

Section 1.10. Contributing Employer or Employer

- (a) "Contributing Employer" or "Employer" means an employer participating in the Pension Plan who is required to make contributions to the Pension Fund as provided in the Collective Bargaining Agreement between the Union and the Association and such other Employers who have been, or hereafter will be, making such contributions in accordance with the Collective Bargaining Agreement and the terms of the Agreement and Declaration of Trust.
- (b) An employer who is required to make contributions pursuant to an Alumni Participation Agreement.
- (c) An employer shall not be deemed a Contributing Employer simply because it is part of a controlled group of corporations or of a trade or business under common control, some other part of which is a Contributing Employer.

- (d) For the purpose of covering their Employees by the Pension Plan, Employer shall also mean, with respect to the employees for whom contributions are required to be paid at the same rates as are required of other Employers the following: The Union, the Benefit Center, Inc., and the Electrical Joint Apprenticeship and Training Fund. Such organizations are considered Employers only for the purpose of making contributions to cover their Employees and shall have no other rights or responsibilities as Employers.

Section 1.11. Contribution Period

“Contribution Period” means, with respect to a unit or classification of employment, the period during which the employer is a Contributing Employer with respect to the unit or classification of employment. The earliest beginning date of the Contribution Period is September 1, 1964.

Section 1.12. Covered Employment

“Covered Employment” means employment of an Employee by an Employer including such employment prior to the Contribution Period, which if performed during the Contribution Period would have resulted in contributions being paid to the Fund.

Section 1.13 Deferred Pension

See Section 3.6

Section 1.14 Disability Pension

See Section 3.8

Section 1.15 Early Retirement Pension

See Section 3.4

Section 1.16. Employee

- (a) “Employee” means a person employed in employment for which contributions are required to be paid to the Pension Fund in accordance with the terms of the Collective Bargaining Agreement or another written agreement between an Employer and the Trustees including an Alumni Participation Agreement.
- (b) The employees of the Union, the Benefit Center, Inc., and the Electrical Joint Apprenticeship and Training Fund for whom contributions are required to be paid to the Fund are to be deemed Employees.
- (c) The term “Employee” includes a leased employee of an Employer, within the meaning of Section 414(n) of the Internal Revenue Code, who otherwise meets the conditions for participation, Vesting, and benefit accrual under the Plan.

(d) The term "Employee" shall not include:

- (1) a sole proprietor who is a Contributing Employer;
- (2) a partner who is a Contributing Employer, regardless of the size of the partnership interest; or
- (3) anyone else whose ownership would, in the opinion of the Trustees, jeopardize the tax exempt status of the Fund or violate provisions of ERISA.

Section 1.17 ERISA

See Section 2.1

Section 1.18 Work

"Work" is each hour for which an Employee was paid or entitled to payment by an Employer for services performed.

Section 1.19 Fund, Pension Fund, or Trust Fund

"Trust Fund," "Pension Fund" or "Fund" means the Local Union No. 124 I.B.E.W. Pension Trust Fund and refers to the sum of all the assets of every kind and nature, both principal and income, at any time and from time to time held by the Board of Trustees pursuant to the terms of the Agreement and Declaration of Trust.

Section 1.20 Gender

Except as the context may specifically require otherwise, use of the masculine gender shall be understood to include both masculine and feminine genders.

Section 1.21 Husband-and-Wife Pension

See Article 5

Section 1.22 Highly Compensated Employee

See Section 9.3

Section 1.23 Leased Employee

Leased Employee shall mean any person (other than an Employee of an Employer) who pursuant to an agreement between an Employer and any other person (leasing organization) has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full-time basis for a period of at least one year, and such services are performed under the primary direction or control of an Employer.

A Leased Employee shall be considered an Employee of an Employer, but shall not be eligible to participate in this Plan.

Section 1.24. Normal Retirement Age

- (a) "Normal Retirement Age" means age 62 or, if later, the age of the Participant on the fifth anniversary of his participation.
- (b) In calculating the fifth anniversary of participation, participation before a Permanent Break in Service shall not be counted.

Section 1.25. Participant

"Participant" means a Pensioner, or an Employee who meets the requirements for participation in the Plan as set forth in Article 2 or a former Employee who has acquired a right to a pension under this Plan.

Section 1.26 Pension Credits
See Section 4.1

Section 1.27 Pensioner

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

Section 1.28 Pension Plan or Plan

"Pension Plan" or "Plan" means this document as adopted by the Trustees and as thereafter amended by the Trustees.

Section 1.29 Plan Year

"Plan Year" means the twelve-month period from September 1 through the next August 31. For purposes of ERISA regulations, the Plan Year shall serve as the Vesting computation period, the benefit accrual computation period, and, after the initial period of employment or of reemployment following a Break in Service, the computation period for eligibility to participate in the Plan.

Section 1.30 Qualified Spouse
See Section 5.1(d)

Section 1.31 Regular Pension
See Section 3.2

Section 1.32. Required Beginning Date

Effective April 1, 1988, a Participant's "Required Beginning Date" is April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2.

Section 1.33 Retired or Retirement

See Section 6.5

Section 1.34 Service

Each employee will be credited with an hour of Service for:

- (a) Each hour for which an employee is directly or indirectly paid or entitled to payment by the Employer for the performance of duties. These hours shall be credited to the Employee for the Plan Year in which the duties are performed; and
- (b) Each hour (up to a maximum of 501 hours) for which an Employee is directly or indirectly paid or entitled to payment by the Employer for reasons (such as vacation, sickness or disability) other than for the performance of duties. These hours shall be credited to the Employee for the computation period or periods in which the nonperformance period occurred; and
- (c) Each hour for which back pay, irrespective of mitigation of damage, has been either awarded or agreed to by the Employer. These hours shall be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement, or payment was made.

Section 1.35 Spouse

See Section 5.1(c)

Section 1.36 Trust Agreement

"Trust Agreement" means the Agreement and Declaration of Trust establishing the Local Union No. 124 I.B.E.W. Pension Trust Fund dated January 7, 1965, and as thereafter amended.

Section 1.37 Trustees

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

Section 1.38 Union

"Union" means Local Union No. 124 of the International Brotherhood of Electricians, AFL-CIO.

Section 1.39 Vesting or Vested
See Section 6.8

Section 1.40 Vested Status
See Section 6.9

Section 1.41 Year of Participation

For purposes of compliance with Part 2530 of the Department of Labor regulations, a “Year of Participation” means a Plan Year during the Contribution Period in which a Participant has completed 2,000 Hours of Work in Covered Employment.

Section 1.42 Year of Vesting Service
See Section 4.3

ARTICLE 2 PARTICIPATION

Section 2.1. Purpose

This Article contains definitions to meet certain requirements of the Employee Retirement Income Security Act of 1974 (otherwise referred to as ERISA). It should be noted that once an Employee has become a Participant, the provisions of this Plan may give him credit in accordance with the rules of the Plan for some or all of his Service before he became a Participant.

Section 2.2. Participation

- (a) An Employee who is engaged in Covered Employment during the Contribution Period shall become a Participant in the Plan on the earliest September 1 or March 1 following completion of a 12-consecutive-month period during which he completed at least 1,000 hours of Service in Covered Employment. The required 1,000 hours may also be completed with any hours of Service in other employment with an Employer if that other employment is Continuous with the Employee's Covered Employment with that Employer.
- (b) An Employee may also become a Participant on the first day of a Plan Year following a Plan Year during which he has at least 400 hours of contributions to the Fund made on his behalf.

Section 2.3. Termination of Participation

A person who incurs a One-Year Break in Service (defined in Section 4.4) shall cease to be a Participant as of the last day of the Plan Year which constituted the One-Year Break, unless such Participant is a Pensioner or has acquired the right to a pension (other than a Disability Pension), whether immediate or deferred.

Section 2.4. Reinstatement of Participation

- (a) An Employee who has lost his status as a Participant in accordance with Section 2.3 shall again become a Participant by meeting the requirements of Section 2.2 on the basis of Service after the Plan Year during which his participation terminated.
- (b) An Employee who meets the requirements shall become a Participant retroactively to his Re-employment Commencement Date. The Re-employment Commencement Date is the first day the Employee is credited with an hour of Service after the Plan Year in which he incurred his last One-Year Break in Service.

ARTICLE 3 PENSION ELIGIBILITY AND AMOUNT

Section 3.1. General

This Article sets forth the eligibility conditions and benefit amounts for the pensions provided by this Plan. The accumulation and retention of Pension Credits and Years of Vesting Service for eligibility are subject to the provisions of Article 4. The benefit amounts are subject to reduction on account of the Husband-and-Wife Pensions (Article 5). Entitlement of an eligible Participant to receive pension benefits is subject to Retirement and application for benefits, as provided in Article 6.

Section 3.2 Regular Pension – Eligibility

A Participant may retire on a Regular Pension if he meets the following requirements:

- (a) He has attained Normal Retirement Age, or
- (b) He has attained age 62, and
- (c) He has:
 - (1) At least 15 Pension Credits as of September 1, 1976, or
 - (2) At least 10 Pension Credits of which at least one Pension Credit is based on Service in Covered Employment after August 31, 1975, and
 - (3) He recorded at least 400 hours of Work in Covered Employment in a Plan Year which began after he attained age 52.

Section 3.3. Regular Pension – Amount

- (a) Amount.

The monthly amount of the Regular Pension is calculated by multiplying the Participant's number of Pension Credits by the appropriate accrual rate in accordance with the table below. Prior to January 1, 2002 all of a Participant's Pension Credits could be credited at a higher accrual rate by fulfilling the work requirements outlined on the chart. Participants who did not return to work by January 1, 2002, must return to Covered Employment for the number of Plan Years that they did not earn at least 400 hours, to bring their prior Pension Credits to the higher accrual rate. An accrual rate break is any Plan Year that the Participant did not earn 400 hours.

Annuity Starting Date	Work Requirements	Accrual Rate
On or after August 1, 2004	<ol style="list-style-type: none"> 1. Earned at least one Pension Credit after August 31, 2002 and 2. Earned any portion of a Pension Credit (minimum 400 hours) during the Plan Year from September 1, 2002 to August 31, 2003 or returned to Covered Employment prior to August 1, 2004 and earned any portion of a Pension Credit (minimum of 400 hours) from September 1, 2003 to August 31, 2004 	\$51.00 for all Pension Credits back to a one-year accrual rate break; prior Pension Credits are calculated at the rates shown below unless the Participant earns additional Pension Credits, equal to the number of consecutive one-year breaks
On or after January 1, 2002	<ol style="list-style-type: none"> 1. Earned at least one Pension Credit after August 31, 1999 and 2. Earned any portion of a Pension Credit (minimum 400 hours) during the Plan Year from September 1, 2000 to August 31, 2001 or returned to Covered Employment prior to January 1, 2002 and earned any portion of a Pension Credit (minimum of 400 hours) from September 1, 2001 to August 31, 2002 	\$49 for all Pension Credits back to a one-year accrual rate break; prior Pension Credits are calculated at the rates shown below unless the Participant earns additional Pension Credits, equal to the number of consecutive one-year breaks

Annuity Starting Date	Work Requirements	Accrual Rate
On or after August 1, 2001	Earned at least one Pension Credit between August 31, 1999 and January 1, 2002 or earned any portion of a Pension Credit (minimum 400 hours) during the Plan Year from September 1, 2001 to August 31, 2002 and earned a full Pension Credit after August 31, 1999	\$46.50 for all Pension Credits
On or after August 1, 2000	Earned at least one Pension Credit Between September 1, 1998 and January 1, 2002	\$42.50 for all Pension Credits
On or after September 1, 1998	Earned at least one Pension Credit between August 31, 1996 and January 1, 2002	\$36.00 for all Pension Credits
On or after September 1, 1997	Earned at least one Pension Credit between August 31, 1995 and January 1, 2002	\$32.25 for all Pension Credits
On or after September 1, 1995	Earned any portion of a Pension Credit between August 31, 1994 and April 1, 1997 or Earned at least one Pension Credit between April 1, 1997 and January 1, 2002	\$30.25 for all Pension Credits
On or after June 1, 1994	Earned any portion of a Pension Credit between August 1, 1993 and April 1, 1997 or at least one Pension Credit between April 1, 1997 and January 1, 2002	\$27.75 for all Pension Credits
On or after April 1, 1992	Earned any portion of a Pension Credit between August 31, 1991 and April 1, 1997 or at least one Pension Credit between April 1, 1997 and January 1, 2002	\$25.75 for all Pension Credits
On or after April 1, 1991	Earned any portion of a Pension Credit between August 31, 1990 and April 1, 1997 or at least one Pension Credit between April 1, 1997 and January 1, 2002	\$25.00 for all Pension Credits
On or after September 1, 1989	Earned any portion of a Pension Credit between August 31, 1989 and April 1, 1997 or at least one Pension Credit between April 1, 1997 and January 1, 2002	\$23.85 for all Pension Credits

Annuity Starting Date	Work Requirements	Accrual Rate
On or after September 1, 1988	Earned at least one Pension Credit between August 31, 1987 and January 1, 2002	\$23.00 for all Pension Credits
On or after October 1, 1987	Earned at least one Pension Credit between August 31, 1986 and January 1, 2002	\$22.25 for all Pension Credits
On or after January 1, 1987	Earned at least one Pension Credit between August 31, 1985 and January 1, 2002	\$21.25 for all Pension Credits
On or after September 1, 1985	Earned at least one Pension Credit between August 31, 1985 and January 1, 2002	\$20.00 for all Pension Credits
On or after January 1, 1985	Earned at least one Pension Credit between August 31, 1983 and January 1, 2002	\$19.00 for all Pension Credits
On or after September 1, 1981	Earned at least one Pension Credit between August 31, 1980 and January 1, 2002	\$17.50 for all Pension Credits
On or after September 1, 1980	Earned at least one Pension Credit between August 31, 1979 and January 1, 2002	\$15.00 for all Pension Credits
On or after September 1, 1979	Earned at least one Pension Credit between August 31, 1978 and January 1, 2002	\$13.33 (maximum of 40 Pension Credits)
On or after April 1, 1978	Earned one or more Pension Credits between August 31, 1976 and January 1, 2002	\$11.50 (maximum of 30 Pension Credits)
On or after September 1, 1976	Earned one or more Pension Credits between August 31, 1975 and January 1, 2002	\$11.00 (maximum of 30 Pension Credits)
On or after September 1, 1976	Less than one Pension Credit earned after August 31, 1975	\$8.00 (maximum of 25 Pension Credits)
Before September 1, 1976		\$8.00 (maximum of 25 Pension Credits)

(b) Pensioner Increases

Effective September 1, 1976, Pensioners on the rolls as of August 31, 1976, received an increase of 6% in their pension amounts. A Participant who Retires on or after September 1, 1976, with a

benefit amount based on an accrual rate of less than \$11.00 per Pension Credit will have his pension amount increased 6%. Effective April 1, 1978, Pensioners on the rolls as of March 31, 1978, received an increase of 4.5% in their pension amounts. A Participant who Retires on or after April 1, 1978 with a benefit amount based on an accrual rate of less than \$11.50 per pension Credit will have his pension amount increased 4.5%.

Effective September 1, 1979, Pensioners on the rolls as of August 31, 1979, received an increase of 15.9% in their pension amounts. A Participant who Retires on or after September 1, 1979, with a benefit amount based on an accrual rate of less than \$13.33 per Pension Credit will have his pension amount increased 15.9%.

Effective September 1, 1980, Pensioners on the rolls as of August 30, 1980, received an increase of 12.5% in their pension amounts. A Participant who Retires on or after September 1, 1980, with a benefit amount based on an accrual rate of less than \$15.00 per Pension Credit will have his pension amount increased by 12.5%.

Effective September 1, 1981, Pensioners on the rolls as of August 31, 1981, received an increase of 16.7% in their pension amounts. A Participant who Retires on or after September 1, 1981, with a benefit amount based on an accrual rate of less than \$17.50 per Pension Credit will have his pension amount increased 16.7%.

Effective January 1, 1985, Pensioners on the rolls as of December 31, 1984, received an increase of 8.57% in their pension amounts. A Participant who Retires on or after January 1, 1985, with a benefit amount based on an accrual rate of less than \$19.00 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns at least one Pension Credit.

Effective September 1, 1985, Pensioners on the rolls as of August 31, 1985, received an increase of 5.263% in their pension amounts. A Participant who Retires on or after September 1, 1985, with a benefit amount based on an accrual rate of less than \$20.00 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns at least one Pension Credit.

Effective January 1, 1987, Pensioners on the rolls as of December 31, 1986, received an increase of 6.25% in their pension amounts. A Participant who Retires on and after January 1, 1987, with a benefit amount based on an accrual rate of less than \$21.25 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and he earns at least one Pension Credit.

Effective October 1, 1987, Pensioners on the rolls as of September 30, 1987, received an increase of 4.7% in their pension amounts. A Participant who Retires on and after October 1, 1987, with a benefit amount based on an accrual rate of less than \$22.25 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and he earns at least one Pension Credit.

Effective September 1, 1988, Pensioners on the rolls as of August 31, 1988, received an increase of 3.4% in their pension amounts. A Participant who Retires on or after September 1, 1988, with a benefit amount based on an accrual rate of less than \$23.00 per Pension Credit will not have his Pension amount increased unless he returns to Covered Employment and earns at least one Pension Credit.

Effective April 1, 1990, Pensioners on the rolls as of March 31, 1990, received an increase of 3.7% in their pension amounts. A Participant who Retires on or after September 1, 1989, with a benefit amount based on an accrual rate of less than \$23.85 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns at least one Pension Credit.

Effective April 1, 1991, Pensioners on the rolls as of March 31, 1991, received an increase of 4.8% in their pension amounts. A Participant who Retires on or after September 1, 1990, with a benefit amount based on an accrual rate of less than \$25.00 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns any Pension Credit.

Effective April 1, 1992, Pensioners on the rolls as of March 31, 1992, received an increase of 3.0% in their pension amounts. A Participant who Retires on or after September 1, 1991, with a benefit amount based on an accrual rate of less than \$25.75 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns any Pension Credit.

Effective September 1, 1994, Pensioners on the rolls, except for those who Retired with a Deferred Pension or a Beneficiary of a Participant who was receiving a Deferred Pension; as of May 31, 1994, received an increase of 3.0% in their pension amounts. A Participant who Retires on or after June 1, 1994, with a benefit amount based on an accrual rate of less than \$27.75 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns any Pension Credit.

Effective September 1, 1995, Pensioners on the rolls as of August 31, 1995, except for those who Retired with a Deferred Pension or a Beneficiary of a Participant who was receiving a Deferred Pension, received an increase of 8.5% in their pension amounts. A Participant who Retires on or after September 1, 1995, with a benefit amount based on an accrual rate of less than \$30.25 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns any Pension Credit.

Effective September 1, 1997, Pensioners on the rolls as of August 31, 1997, except for those who Retired with a Deferred Pension or a Beneficiary of a Participant who was receiving a Deferred Pension, received an increase of 5% in their pension amounts. A Participant who Retires on or after September 1, 1997, with a benefit amount based on an accrual rate of less than \$32.25 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns at least one Pension Credit.

Effective September 1, 1998, Pensioners on the rolls as of August 31, 1998, except for those who were receiving a Deferred Pension or a Beneficiary of a Participant who was receiving a Deferred Pension, received an increase of 4% in their pension amounts. A Participant who Retires on or after September 1, 1998, with a benefit amount based on an accrual rate of less than \$36.00 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns at least one Pension Credit.

Effective September 1, 1999, Pensioners on the rolls as of August 31, 1999, except for those who were receiving a Deferred Pension or a Beneficiary of a Participant who was receiving a Deferred Pension, received an increase of 5% in their pension amounts. A Participant who Retires on or after September 1, 1999, with a benefit amount based on an accrual rate of less than \$38.50 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns at least one Pension Credit.

Effective August 1, 2000, Pensioners on the rolls as of July 31, 2000, except for those who were receiving a Deferred Pension or a Beneficiary of a Participant who was receiving a Deferred Pension, received an increase of 7% in their pension amounts. A Participant who Retires on or after August 1, 2000, with a benefit amount based on an accrual rate of less than \$42.50 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns at least one Pension Credit.

Effective August 1, 2001, Pensioners on the rolls as of July 31, 2001, except for those who were receiving a Deferred Pension or a Beneficiary of a Participant who was receiving a Deferred Pension, received an increase of 7% in their pension amounts. A Participant who Retires on or after August 1, 2001, with a benefit amount based on an accrual rate of less than \$46.50 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns at least one Pension Credit.

Effective August 1, 2004, Pensioners on the rolls as of July 31, 2004, except for those who were receiving a Deferred Pension or a Beneficiary of a Participant who was receiving a Deferred Pension, received an increase of 4% in their pension amounts. A Participant who Retires on or after August 1, 2004, with a benefit amount based on an accrual rate of less than \$51.00 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns at least one Pension Credit.

Effective September 23, 2013, Pensioners on the rolls as of November 30, 2013 will receive an additional check in December 2013, payable for all non-supplemental benefits.

Section 3.4. Early Retirement Pension – Eligibility

- (a) Effective before September 1, 1994, a Participant shall be entitled to retire on an Early Retirement Pension if he meets the following requirements:
 - (1) He has attained age 59.
 - (2) He has:
 - (A) At least 15 Pension Credits as of September 1, 1976, or
 - (B) At least 10 Pension Credits of which at least one Pension Credit is based on Service in Covered Employment after August 31, 1975.

- (3) He worked in Covered Employment for at least 400 hours in a Plan Year which began after he attained age 56.
- (b) Effective on and after September 1, 1994, a Participant shall be entitled to retire on an Early Retirement Pension if he meets the following requirements:
 - (1) He has attained age 55.
 - (2) He has:
 - (A) At least 15 Pension Credits as of September 1, 1976, or
 - (B) At least 10 Pension Credits of which at least one Pension Credit is based on Service in Covered Employment after August 31, 1975.
 - (3) He worked in Covered Employment for at least 400 hours in a Plan Year which began after he attained age 52.

Section 3.5. Early Retirement Pension – Amount

- (a) Effective on and after September 1, 1994, the monthly amount of the Regular Pension reduced by five-ninths (5/9ths) of one percent for each month by which the commencement of the pension precedes age 60.
- (b) Effective before September 1, 1994, the monthly amount of the Early Retirement Pension is the amount of the Regular Pension reduced by five-ninths (5/9ths) of one percent for each month by which the commencement of the pension precedes age 62.

Section 3.6. Deferred Pension – Eligibility

- (a) A Participant shall be entitled to a Deferred Pension if:
 - (1) He has 15 Pension Credits on or after July 1, 1970 and he retires on or after May 1, 1995,
or
 - (2) As of or after September 1, 1976, he has attained Vested Status as defined in Section 6.8. or has 10 Pension Credits earned during the Contribution Period, of which one was earned after August 31, 1975, or

- (3) He has at least one hour of Service on or after September 1, 1997, and has completed at least five Years of Vesting Service.
- (b) A Deferred Pension shall be payable to an eligible Retired Participant:
 - (1) After the Participant has attained Normal Retirement Age, or
 - (2) After the Participant has completed the requirements as set forth in Subsections 3.4.(a)(1) and (2) or 3.4.(b)(1) and (2).

Section 3.7. Deferred Pension – Amount

The monthly amount of the Deferred Pension shall be:

- (a) Equal to the amount of the Regular Pension as determined in Section 3.3. if the Annuity Starting Date of the Deferred Pension is on or after the date the Participant attains Normal Retirement Age, or
- (b) Equal to the amount of the Early Retirement Pension as determined in Section 3.5. if the Annuity Starting Date of the Deferred Pension is before the date the Participant attains Normal Retirement Age.

Section 3.8. Disability Pension – Eligibility

A Participant may retire on a Disability Pension if he is Totally and Permanently Disabled as defined in Section 3.12 and:

- (a) He worked in Covered Employment for at least 400 hours within 24 months of the time he became Totally and Permanently Disabled or he was continuously associated with an allied industry from the date he last worked in Covered Employment to the time he became Totally and Permanently Disabled, and
- (b) He has at least 15 Pension Credits as of September 1, 1976 or at least 10 Pension Credits with at least one Pension Credit based on his work in Covered Employment after August 31, 1975.

Section 3.9. Disability Pension – Amount

The monthly amount of the Disability Pension is calculated based on the accrual rate of the Regular Pension as of the date the Disability Pension is payable in accordance with Section 3.11., except that effective on and after October 1, 1987, the minimum Disability Pension amount shall be \$400 per month.

Section 3.10. Auxiliary Disability Benefit

- (a) The Disability Pension provided under Section 3.8. is an auxiliary disability benefit.
- (b) Upon attainment of Normal Retirement Age, a disability benefit shall automatically be converted to a Regular Pension and the Participant shall be entitled to an election of any optional form of benefit which would be available to any other Participant at Normal Retirement Age, including a Husband-and-Wife election pursuant to Section 5.2.
- (c) In the event that a Participant receiving a disability benefit should die before receiving a Regular Pension, his Spouse shall be entitled to receive the Pre-retirement Surviving Spouse Pension pursuant to Section 5.3.

Section 3.11. Disability Pension Payments

- (a) Disability Pension payments shall commence on the Disability Retirement Date which is the first day of the month following three months from the Date of Disability providing the Participant has met all the qualifications for a Disability Pension, including the filing of an application, and including the limitation that no Disability Pension payments may be made for any month during which the Participant received any Weekly Accident and Sickness Benefit payments from the I.B.E.W. Local Union No. 124 Health and Welfare Fund. The Disability Pension shall continue to be paid for life or until recovery from the total and permanent disability or until the Participant reaches his Normal Retirement Age, if later.
- (b) For purposes of Section 3.11., the “Date of Disability” means the earlier of:
 - (1) The date a certified licensed medical practitioner certifies that Total and Permanent Disability began; or,
 - (2) The date the Social Security Administration determines for purposes of a Social Security Disability Benefit that the disability began.
- (c) Notwithstanding Subsection (b) above, if the Employee worked in Covered Employment on his Date of Disability, his Date of Disability will be deemed to be the day following the last day that he worked in Covered Employment after the date of disability as defined in Subsection (b) above.

- (d) The Disability Pension shall be paid in the form of a single-life annuity until the Participant's Normal Retirement Age, at which time his pension shall be paid as a Regular Pension in accordance with Subsection 3.10.(b). The amount of such Regular Pension shall be based on the Participant's Pension Credits as of his Disability Retirement Date and the level of benefits in effect as of his Disability Retirement Date.

Section 3.12. Totally and Permanently Disabled Defined.

A Participant shall be considered to be Totally and Permanently Disabled only if the Board of Trustees shall find, on the basis of medical evidence, that:

- (a) He has been totally disabled by bodily injury or disease so as to be prevented from engaging in any further employment as an Electrician, and
- (b) Such disability is expected to be permanent and continue during the remainder of his life, and
- (c) He does not engage in or secure any other employment or gainful pursuit except for any activity at which he earns less than the "monthly maximum" dollar amount permitted by the Social Security Administration (SSA) for purposes of evaluating continuing eligibility for Social Security Disability Insurance (SSDI). The "monthly maximum" is the average amount of monthly earnings an individual is permitted to earn before employment or gainful pursuit is determined by the SSA to be "Substantial Gainful Activity (SGA)." The "SGA" earnings guidelines are adjusted annually based on increases in the National average wage index.

A Disability Pensioner shall report any and all earnings from any employment or gainful pursuit to the office of the Pension Fund in writing within 30 days after the end of each calendar year in which he has such earnings and shall, if requested by the Board of Trustees, provide a copy of his tax return by April 30 in the following year (or the actual filing dates, if later). The Trustees may also request that the Disability Pensioner provide the Board of Trustees with an annual release to allow the Trustees to obtain Social Security earnings information for any given year. If a Disability Pensioner earns the "monthly maximum" in a calendar year or fails to timely provide any of the required information, there shall be a presumption that he earned at least the "monthly maximum" and he shall be disqualified for any Disability Pension payments for the following calendar year. In the year, the Disability Pension payments begin, the presumption will apply if the Disability Pensioner earns the "monthly maximum" or more times the number of months for which he has received a Disability Pension payment. After the one-year suspension, the Employee must reestablish disability as defined in Section 3.12 of the Plan. The Fund, however,

shall have the right to recover any Disability Pension Payments made during the calendar year in which the Employee earned over the "monthly maximum" for any month or during the subsequent calendar year. Any recovery of Disability Pension payments may be made by offsetting any future Pension payments or by such other action as the Board of Trustees deem appropriate.

- (d) The phrases "Totally and Permanently Disabled" and "Total and Permanent Disability" are used interchangeably in this document.

Section 3.13. Proof of Total and Permanent Disability

- (a) A Participant applying for a Disability Pension shall be required to submit a certificate of a licensed medical practitioner acceptable to the Board of Trustees that the Participant is totally incapable of engaging in any gainful occupation, by reason of causes other than self-inflicted injury, because of total and permanent disability. The Participant may be required to submit to an examination by a physician or physicians selected by the Trustees and may be required to submit to reexamination periodically.
- (b) The Trustees shall accept as evidence of total and permanent disability a determination by the Social Security Administration that the Participant is entitled to a Social Security Disability Benefit under the Old Age and Survivors' Insurance Program.
- (c) The determination of the Board of Trustees shall be final and binding.

Section 3.14. Cessation of Total and Permanent Disability

Any Participant retiring under the Disability Pension provisions of the Plan who subsequently ceases to be totally and permanently disabled may:

- (a) Apply for an Early Retirement Pension provided he has fulfilled the age requirements for such Early Retirement Pension. The Early Retirement Pension shall become payable for the month immediately following the month in which the Disability Pension shall terminate, and the amount shall be based on the attained age of the Pensioner as of the date he first entered retirement on an Early Retirement Pension; or
- (b) If he returns to Covered Employment, resume the accrual of Pension Credits.

Section 3.15. Sixty-Month Guarantee of Pension

A Participant eligible for a Regular or Early Retirement Pension shall be eligible to have the Sixty-Month Guarantee of Pension payments made on his behalf if he dies prior to Retirement in accordance with the following:

- (1) This benefit shall be calculated as though the Participant had commenced receipt of his Pension in the form of a Sixty-Month Guarantee of Pension on the day immediately preceding his day of death and died the next day.
- (2) If the deceased Participant has a Surviving Spouse who is eligible for the Pre-retirement Surviving Spouse Pension in accordance with Section 5.3., the Sixty-Month Guarantee of Pension in accordance with this Section 3.15. and the Death Benefit prior to Retirement in accordance with Section 3.16., the Surviving Spouse shall be given the choice as to which benefit is to be paid. Only one of such benefits shall be payable from the Plan. The value of the benefits paid shall be no less than that of the Pre-retirement Surviving Spouse Pension described in Section 5.3.
- (3) The Spouse may elect in writing to defer commencement of the Sixty-Month Guarantee of Pension until a specified date no later than the first of the month following the date the Participant would have reached Normal Retirement Age. The benefit amount will be determined as if the Participant survived to the age that he would have attained as of the Spouse's Annuity Starting Date, Retired at that age with a Sixty-Month Guarantee of Pension and died the next day.
- (4) If for any reason payments have not already begun as prescribed in paragraph (3), payment of the Sixty-Month Guarantee of Pension shall commence by no later than December 31 of the calendar year following the year of the Participant's death. In that event, the benefit will be calculated as described above in paragraph (3).
- (5) All payments, including any payment made for the purpose of increasing the value up to the amount of the Pre-retirement Surviving Spouse Pension shall begin on the same date. At the end of the Sixty-Month period, the present value of any additional payment may be paid as a lump sum provided the Surviving Spouse consents in writing to such form of payment.

Section 3.16. Death Benefit prior to Retirement

- (a) After September 1, 1982, and prior to March 1, 1996, if a Participant with at least four Pension Credits dies before Retirement and prior to attaining age 59, a Death Benefit may be paid to his designated Beneficiary equal to \$1,000 for each Pension Credit. Effective for deaths on or after March 1, 1996, if a Participant with at least four Pension Credits dies before Retirement at any age, a Death Benefit may be paid to his designated Beneficiary equal to \$1,000 for each Pension Credit.
- (b) However, if the Participant has a Surviving Spouse who is eligible for the Pre-retirement Surviving Spouse Pension in accordance with Section 5.3., and the Sixty-Month Guarantee of pension payments in accordance with Section 3.15., the Surviving Spouse shall be given the choice as to which benefit is to be paid. The value of the benefits paid shall be no less than that of the Pre-retirement Surviving Spouse Pension as described in Section 5.3. All payments, including any payment made for the purpose of increasing the value up to the amount of the Pre-retirement Surviving Spouse Pension shall begin on the same date. Such payments shall be paid in a lump sum provided the total present value is not over \$5,000 (\$3,500 prior to September 1, 1999) or the Surviving Spouse consents in writing to that form of payment. Effective for any death on or after January 1, 2007, the lump sum payment shall not exceed \$10,000.
- (c) If the Death Benefit is elected prior to Retirement it shall be paid in 36 monthly installments.
- (d) Notwithstanding any other provision in the Plan, payment of Death Benefits will commence within a reasonable time after receiving the death certificate.
 - (1) If the Death Benefit is being paid to a designated Beneficiary other than the Participant's Spouse, payments shall either:
 - (A) Be completed by December 31 of the fifth calendar year following the year of the Participant's death, or
 - (B) Commence no later than the end of the year following the Participant's death and be paid out over a period no greater than the designated Beneficiary's life or life expectancy, as determined under Table V of Section 1.72-9 of the Treasury Regulations as of the date the payments commence, except that payments can continue until the end of the fifth calendar year following the year of the Participant's death if longer.

- (2) If there is no designated Beneficiary, payment of Death Benefits shall be completed by no later than December 31 of the fifth calendar year following the year of the Participant's death as determined under Table V of Section 1.72-9 of the Treasury Regulations as of the date the payments commence, and benefits shall be actuarially increased for the delay.
- (3) If the designated Beneficiary is the Participant's Spouse, Death Benefit payments shall commence no later than December 31, of the year the Participant would have attained age 70-1/2 paid over the life or life expectancy of the Spouse, as determined under Table V of Section 1.72-9 of the Treasury Regulations as of the date the payments commence, and benefits shall be actuarially increased for the delay.

Section 3.17. Beneficiaries.

- (a) A written application for a Death Benefit payment in accordance with Section 3.16. or for any payment to a Beneficiary under Section 3.15. must be made to the Trustees by the Beneficiary on a form supplied by the Pension Fund office within 12 months from the date of death of the Employee. The designation of a Beneficiary other than a Spouse if the Participant is married requires the written consent of the Spouse to the designation of the person named as Beneficiary.
- (b) If an Employee dies without having designated a Beneficiary, the Beneficiary shall be the surviving person or persons in the first of the following classes of successive preference Beneficiaries, any distribution to two or more persons to be made in equal shares: the Participant's (1) Surviving Spouse, (2) children, (3) parents, (4) brothers or sisters, (5) estate.
- (c) For the purposes of Sections 3.15. and 3.16., if the designated Beneficiary (or Beneficiaries) commences to receive payments and dies before the specified payments (including the payments to the Pensioner, if applicable) have been made, no further payments shall be made to anyone.
- (d) The Beneficiary may disclaim the Death Benefit by completing a disclaimer, approved by the Board of Trustees and submitting same to the Fund Office not later than twelve (12) months after the death of the Participant. The Beneficiary will be deemed to have predeceased the Participant and such benefit will be paid as provided in subsection (b) as though the Participant died without designating a Beneficiary.

Section 3.18. Lump Sum Payment Option

- (a) A Participant who is eligible to retire on a Regular or Early Retirement Pension or a Participant who is Retired with a Disability Pension and attains age 62 may elect to have the amount of his

monthly benefit reduced by not more than 25% in return for the payment to him of a lump sum of money at the time his monthly pension is first payable or at age 62 in the case of a Participant receiving a Disability Pension. This Lump Sum Payment Option shall only be available to Pensioners who retire with at least five Pension Credits earned during the Contribution Period.

- (b) This Lump Sum Payment Option is subject to the following conditions:
 - (1) The lump sum payment as a result of the election must not be less than \$500 nor more than \$5,000.
 - (2) The Participant must elect to have his monthly benefit reduced by an even dollar amount which does not exceed 25% of the monthly benefit.
 - (3) This Lump Sum Payment Option can be elected by the Participant only at the time he files his pension application in the form provided for this purpose by the Trustees or at age 62 for a Participant Retired with a Disability Pension.
 - (4) Once this Lump Sum Payment Option is elected, it shall not be revoked.
 - (5) It may not be elected if the Participant elects any other option in this Article.
 - (6) It may not be elected when a Husband-and-Wife Pension or Joint and Survivor Option (Article 5) has been elected or is in effect.
- (c) If this Lump Sum Payment Option is elected, the lump sum payable shall be based upon the Participant's age on the Annuity Starting Date and the Actuarial Present Value of the amount by which his monthly benefit is reduced. The Actuarial Present Value shall be calculated in accordance with Sections 1.22. and 3.20. of this Plan.

Section 3.19. Level Income (Social Security) Option

- (a) A Participant eligible for a Regular or Early Retirement pension may elect the Level Income (Social Security) Option and have his pension from the Plan increased until age 62 or 65, according to the age at which he expects to receive his Social Security Benefit, and reduced thereafter, in order to approximate a pension before age 62 or age 65 as nearly equal as possible to his combined retirement income after that age.
- (b) A Participant who retires with the Level Income (Social Security) Option must secure from the Social Security Administration the amount of the retirement benefit which Social Security expects to pay to him at age 62 or age 65, whichever the Participant elects. The Participant shall file with the Trustees the amount of the Social Security retirement benefit the Participant expects

to receive at age 62 or age 65, whichever he elects, and the Trustees shall rely on the reported Social Security Benefit amount in calculating the pension amounts to be paid from the Plan.

- (c) Pensions payable in the Level Income (Social Security) Option form shall be adjusted as follows:
- (1) For a Participant who elects the Level Income (Social Security) Option using an estimated Social Security Benefit payable at age 62 and whose pension commences prior to September 1, 2000, the factors shown in Table 1 of the Appendix will be used. The Participant's estimated Social Security Benefit payable at age 62 shall be multiplied by the factor shown in Table 1 which corresponds to the Participant's age on the Annuity Starting Date. The resulting amount shall be the amount from the Plan by which the monthly pension amount the Participant would otherwise receive is increased. Payment of this higher monthly amount shall be made until the first of the month in which the Participant attains age 62, at which time the monthly amount the Participant is receiving shall be reduced by the estimated Social Security Benefit at age 62 used in the original pension calculation.
 - (2) For a Participant who elects the Level Income (Social Security) Option using an estimated Social Security Benefit payable at age 65 and whose pension commences prior to September 1, 2000, the factors shown in Table 2 of the Appendix will be used. The Participant's estimated Social Security Benefit payable at age 65 shall be multiplied by the factor shown in Table 2 which corresponds to the Participant's age on the Annuity Starting Date. The resulting amount shall be the amount by which the monthly pension amount from the Plan the Participant would otherwise receive is increased. Payment of this higher monthly amount shall be made until the first of the month in which the Participant attains age 65, at which time the monthly amount the Participant is receiving shall be reduced by the estimated Social Security Benefit at age 65 used in the original pension calculation.
 - (3) For a Participant who elects the Level Income (Social Security) Option and whose pension commences on or after September 1, 2000, the factors described in Section 1.1(b)(1) shall be used. However, the amount of the Level Income (Social Security) Option may not be less than the amount determined using the factors in Section 1.1(b)(1). The resulting amount shall be the amount from the Plan by which the monthly pension amount the Participant would otherwise receive is increased. Payment of this higher monthly amount shall be made until the first of the month in which the Participant attains age 62 (or age 65, as applicable), at which time the monthly amount

the Participant is receiving shall be reduced by the estimated Social Security Benefit at age 62 used in the original pension calculation.

- (d) Payment of the Level Income (Social Security) Option shall be subject to the following conditions:
- (1) The option may not be elected in connection with the Husband-and-Wife Pension or any other optional form of payment available under the Plan.
 - (2) The option may not be revoked once benefit payments in the optional form have commenced. Notwithstanding, if the Pensioner returns to Covered Employment, the Level Income (Social Security) Option shall be revoked and, upon the Pensioner's subsequent Retirement, this benefit will be paid as a single-life annuity with adjustments for any additional Pension Credit earned, the age of the Pensioner at the time of his subsequent Retirement and any offsets in accordance with Subsection 6.7.(b). Pension Credits earned during the Pensioner's subsequent return to Covered Employment shall be subject to Subsection 6.7.(e).
 - (3) If the adjustment described above would reduce the monthly amount payable after age 62 or age 65 to less than \$25 a month, it shall not become effective.

Section 3.20. Actuarial Equivalent of Options

The optional forms of pension offered by the Plan are at least the Actuarial Equivalent of the Participant's accrued benefit paid as of his Annuity Starting Date as a single-life annuity, including the 60-Month Guarantee as described in Section 3.15 herein.

Section 3.21. Non-duplication of Pensions

A person shall be entitled to only one pension under this Plan except that a Disability pensioner who recovers may be entitled to a different type of pension and a Pensioner may also receive a pension as the Spouse of a deceased Pensioner.

ARTICLE 4
PENSION CREDITS AND YEARS OF VESTING SERVICE

Section 4.1. Pension Credits

(a) For Employment before September 1, 1976

(1) During the Contribution Period.

For periods during the Contribution Period before September 1, 1976, a Participant shall be credited with Pension Credits on the basis of his hours of Work in Covered Employment on which contributions were required to be made in accordance with the following schedule:

Hours of Work in Covered Employment during Plan Year	Pension Credit
0 to 399	No credit
400 to 799	1/4 credit
800 to 1,199	1/2 credit
1,200 to 1,599	3/4 credit
1,600 and over	1 full credit

(2) Before the Contribution Period.

(A) A Participant shall be credited with Pension Credits for periods before the Contribution Period on the basis of hours of Work in Covered Employment, in accordance with the Schedule in Section 4.1.(a)(1).

(B) It is recognized that it may be difficult or impossible to obtain reliable records of hours of employment before September 1, 1964, and, therefore, the Trustees shall determine the amount of Pension Credit for the years before September 1, 1964, on the basis of the best available evidence which may be obtained from Employer records, Union records, Social Security records, Employment Stabilization Board records, or other evidence found acceptable by the Board of Trustees. The decisions of the Trustees as to the amount of Pension Credit granted to any Employee for the period before September 1, 1964, shall be final and binding.

(C) In order for a Participant to be credited with Pension Credit prior to the Contribution Period:

- (i) He must earn at least one full Pension Credit during the Contribution Period, and
 - (ii) He must have an industrial date which is before September 1, 1964.
- (b) Employment after August 31, 1976
 - (1) For periods after August 31, 1976, a Participant shall be credited with Pension Credits on the basis of his hours of Work in Covered Employment for which contributions to the Pension Fund were required to be made in accordance with the following schedule:

Hours of Work in Covered Employment during Plan Year	Pension Credit
0 to 399	No credit
400 to 799	40%
800 to 1,199	60%
1,200 to 1,599	80%
1,600 and over	100%

- (2) If in a Plan Year after August 31, 1976 a Participant meets the requirements for a Year of Vesting Service but has fewer than 400 hours of Work in Covered Employment for which contributions to the Pension Fund were required to be made, the monthly amount of pension benefit which he accrues for his Work in Covered Employment during that year will be an amount determined by multiplying a fraction in which the numerator is the Participant's actual hours of Work in Covered Employment and the denominator is 2,000 times the appropriate accrual rate had he earned one Pension Credit during such year.

Section 4.2. Credit for Non-Working Periods

A Participant who has prior Pension Credit, including at least 400 hours of Work for which contributions were paid to the Pension Fund, will receive Pension Credit for the period of absence from Covered Employment in accordance with the following:

- (a) For each full week of disability during which Weekly Accident and Sickness Benefits have been paid to him by the I.B.E.W. Local Union No. 124 Health and Welfare Fund, he shall be credited with 35 hours of Covered Employment for Pension Credit purposes for a maximum of 13 weeks per disability.

- (b) During periods of disability incurred in Covered Employment for which Workers' Compensation Benefits were paid to him, he shall be credited with 35 hours for each full week of Covered Employment for Pension Credit purposes for a maximum of 13 weeks per disability.
- (c) The provisions of this Section 4.2.(c) shall apply to any Participant who leaves Covered Employment in order to serve in a qualified military service as defined under the Uniformed Services and Reemployment Rights Act of 1994 ("USERRA"). Such a Participant will be entitled to Pension Credits under this section only if the Participant has met all the requirements under USERRA, including applying for reemployment within the time required under USERRA. A Participant, who satisfies the requirements under USERRA, shall be entitled to Pension Credits for the period of qualified military service up to five years unless a longer period is required under Federal law. Pension Credits shall be granted for a maximum of 400 hours for each Plan Year. The required contributions shall be funded from investment earnings of the Fund.

Section 4.3. Years of Vesting Service

(a) General Rule

A Participant shall be credited with one Year of Vesting Service for each Plan Year during the Contribution Period, including periods before he became a Participant, in which he completed at least 1,000 hours of Service in Covered Employment. The earliest beginning date of the Contribution Period is September 1, 1964.

(b) Additions

If a Participant works for a Contributing Employer in a job not covered by this Plan and such employment is Continuous with his Employment with that Employer in Covered Employment, his hours of Service in such non-covered job during the Contribution Period after August 31, 1976, shall be counted toward a Year of Vesting Service.

(c) Exceptions

A Participant shall be entitled to credit toward a Year of Vesting Service for the following periods:

- (1) Years preceding a Permanent Break in Service as defined in Subsection 4.4.(d) for periods prior to September 1, 1976.
- (2) Years preceding a Permanent Break in Service as defined in Subsection 4.4.(c).

- (3) Years before September 1, 1971, unless the Participant earned at least three Years of Vesting Service after August 31, 1970..

Section 4.4. Breaks in Service

(a) General

If a person has a Break in Service before he has acquired a right to a pension, whether immediate or deferred, it has the effect of canceling his Participation, his previously credited Years of Vesting Service and his previous Pension Credits. However, after September 1, 1976 a Break may be temporary, subject to repair by a sufficient amount of subsequent Service. A longer Break may be permanent.

(b) One-Year Break in Service

- (1) As of September 1, 1976, a person has a One-Year Break in Service in any Plan Year during the Contribution Period in which he fails to complete 400 hours of Service in Covered Employment.
- (2) Time of employment with a Contributing Employer in non-Covered Employment after August 31, 1976, if creditable under Subsection 4.3.(b), shall be counted as if it were Covered Employment in determining whether a Break in Service has been incurred.
- (3) If an Employee enters active service of the Armed Forces of the United States, his period of service in the Armed Service shall not be counted as a Break in Service for up to five years of such service prior to August 1, 1961 and for up to five years thereafter.
- (4) A One-Year Break in Service is repairable, in the sense that its effects are eliminated if, before incurring a Permanent Break in Service, the Employee subsequently becomes a Participant in accordance with Section 2.2. Previously earned Years of Vesting Service and Pension Credits shall be restored. However, nothing in this Paragraph (4) shall change the effect of a Permanent Break in Service.

(c) Permanent Break in Service after August 31, 1976

- (1) A person who has not met the requirements for a pension has a Permanent Break in Service if he has consecutive One-Year Breaks in Service, including at least one after August 31, 1976, that equal or exceed the number of Years of Vesting Service or Pension

Credit earned during the Contribution Period with which he has been credited, whichever is greater.

- (2) Effective September 1, 1985, a Participant who has not met the Service requirements for a pension has a Permanent Break in Service if his consecutive One-Year Breaks equal or exceed the greater of (A) five or (B) the number of Years of Vesting Service or Pension Credit earned during the Contribution Period, whichever is greater.

(d) **Permanent Break in Service before September 1, 1976**

A person shall have incurred a Permanent Break in Service if before September 1, 1976, he failed to earn one-quarter Pension Credit in two consecutive Plan Years.

(e) **Effect of Permanent Break in Service**

If a person has a Permanent Break in Service before he meets the requirements for a pension as stated in Section 3.2., 3.4. or 3.6., his previous Pension Credits and Years of Vesting Service are cancelled and his participation is cancelled, new participation being subject to the provisions of Section 2.4.

Section 4.5. Grace Periods

- (a) It is recognized that, under defined circumstances, a Break in Service should not occur at the end of the specified period and a Grace Period should be recognized. A Participant shall be granted a Grace Period if he failed to earn 400 hours of Work in Covered Employment in the specified period of years because of the following:

- (1) Total disability from work as an Electrician, in which case a Grace Period of up to three Pension Credit Years will be allowed during the period in which the disability continues. Total disability, for the purpose of this section of the Plan, means that the Participant is prohibited from engaging in any work in Covered Employment. A Participant shall make written application and shall submit medical evidence to the Board of Trustees within one year after the onset of disability for recognition of the Grace Period under this section.
- (2) A Grace Period of no more than one year shall be granted for a Participant who is available for Covered Employment but is unable to find work in Covered Employment.

(3) Solely for the purpose of determining whether a Participant has incurred a Break in Service, an individual who is absent from work on or after September 1, 1985, shall be credited with up to 501 hours of Service in a Plan Year if the absence is due to:

- (A) The pregnancy of the individual, or
- (B) The birth of a child of the individual, or
- (C) The placement of a child with the individual in connection with the adoption of such child by the individual, or
- (D) Caring for such child for a period beginning immediately following the birth or placement.

The hours of Service are those normally credited or, if the Trustees are unable to determine the hours of Service, eight hours of Service per day of absence. Such hours shall not duplicate any other hours of Service otherwise credited to the Participant. The hours of Service credited under this section shall be credited only in the Plan Year the absence begins, if necessary to prevent a One-Year Break in Service in that Plan Year or, in all other cases, in the immediately following Plan Year.

No credit will be given unless the Participant furnishes to the Trustees such timely information as the Trustees may reasonably require to establish that the absence from work is for reasons referred to in Section 4.5.(a)(3) and for the number of days for which there was such absence. Hours credited under this section shall not count toward accrual of Vesting Service or Pension Credit.

(4) Solely for the purpose of determining whether a Participant has incurred a Break in Service, any leave of absence granted by an Employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act (FMLA) shall not be counted as a Break in Service for purposes of determining eligibility and Vesting.

(b) The exceptions given in the preceding Subsections (a)(2), (3), and (4) are not intended to add to the Pension Credits of a Participant. They are merely intended to set forth circumstances which may be used to determine whether a Break in Covered Employment has occurred.

Section 4.6. Accumulated Reserve Hours

- (a) Effective July 1, 1984, a Participant who recorded in excess of 1,600 hours of Work in Covered Employment for which contributions are paid to the Plan in any Plan Year shall have the hours in excess of 1,600 accumulated as Reserve Hours. The Reserve Hours of a Participant who has at least ten Pension Credits or ten Years of Vesting Service shall be used in any Plan Year in which the Participant has met the minimum employment requirements as set forth in this section to increase the Participant's Pension Credit. No more than one full Pension Credit may be counted in any Plan Year.
- (b) Reserve Hours not required in any such year shall remain as Reserve Hours to be used as necessary in a later Plan Year.
- (c) The use of Reserve Hours to increase the Pension Credit in any Plan Year shall be made at the time that the Participant's pension application is received and the determination of his Pension Credit is made.
- (d) Reserve Hours shall not be used to increase a Participant's Pension Credit in a Plan Year in which he recorded fewer than 400 hours of Work in Covered Employment.
- (e) Effective September 1, 2011, a Participant who accumulates hours of Work in Covered Employment for which contributions were paid to the Plan pursuant to an Alumni Participation Agreement, may not use such hours as Reserve Hours.

ARTICLE 5
HUSBAND-AND-WIFE PENSION AND JOINT
AND SURVIVOR OPTION

Section 5.1. General

- (a) If the Annuity Starting Date of a pension payable to a married Participant is after August 31, 1984, the benefit is to be paid as a Husband-and-Wife Pension unless:
 - (1) The Participant and Spouse elect otherwise in accordance with Subsection 5.2.(f), or
 - (2) The Spouse is not a Qualified Spouse as defined below; or,
 - (3) The benefit is payable only in a single sum, under Subsection 5.3.(g).
- (b) If a married Participant with a Vested right to a pension under the Plan dies after August 22, 1984, but before his Annuity Starting Date, a Pre-retirement Surviving Spouse Pension shall be payable as described in this Article.
- (c) For purposes of the Plan, a Spouse is a person to whom a Participant is considered married under applicable law and, if and to the extent provided in a Qualified Domestic Relations Order (within the meaning of Sections 206(d) of ERISA and 414(p) of the Internal Revenue Code), the Participant's former Spouse. Notwithstanding any provision to the contrary, the terms "spouse," "husband and wife," "husband," and "wife" include an individual married to a person of the same sex if the marriage was validly entered into in a state whose laws authorize the marriage of two individuals of the same sex even if the married couple is domiciled in a state that does not recognize the validity of same-sex marriages. The terms "spouse," "husband and wife," "husband," and "wife" do not include individuals (whether of the opposite sex or the same sex) who have entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state, and the term "marriage" does not include such formal relationships.
- (d) To be eligible to receive the survivor's pension in accordance with a Husband-and-Wife Pension, a Pre-retirement Surviving Spouse Pension or a Joint and Survivor Option, the Spouse must be a "Qualified Spouse." A Spouse is a Qualified Spouse if the Participant and Spouse were married on the date of the Participant's death and had been married throughout the year ending on the Annuity Starting Date or, if earlier, the date of the Participant's death, or if the Participant and Spouse were divorced after being married for at least one year and the former Spouse is required

to be treated as a Spouse or Surviving Spouse under a Qualified Domestic Relations Order. A Spouse is also a Qualified Spouse if the Participant and Spouse became married within the year immediately preceding the date the Participant's pension payments start and they were married for at least a year before his death.

Section 5.2. Husband-and-Wife Pension at Retirement

- (a) The pension of a Participant who is married to a Qualified Spouse on the Annuity Starting Date shall be paid in the form of a Husband-and-Wife Pension, unless a valid waiver of that form of payment has been filed with the Trustees.
- (b) A Husband-and-Wife Pension means that the Participant will receive an adjusted monthly amount for life and, if the Participant dies before his Qualified Spouse, the latter will receive a monthly benefit for her lifetime of 50% of the Participant's adjusted monthly amount. The Participant's monthly amount shall be a percentage of the full monthly amount otherwise payable as a single-life pension after adjustment, if any, for Early Retirement as provided for in Section 5.4.
- (c) A Husband-and-Wife Pension, once payments have begun:
 - (1) May not be revoked nor the Pensioner's benefits increased by reason of subsequent divorce.
 - (2) Shall be revoked by reason of the subsequent death of the Spouse covered by the Husband-and-Wife election before that of the Pensioner. The pension amount payable to the Pensioner shall be increased to the amount that would have been payable had the Participant rejected the Husband-and-Wife Pension and a Joint and Survivor Option at the time of his Retirement. The increased amount shall be payable beginning the first month following the month in which the Spouse died and a certified death certificate is filed with the Fund Office.
- (d) If a Participant retires with a Husband-and-Wife Pension and subsequently divorces, the former Spouse will receive the survivor benefit upon the Participant's death unless the former Spouse otherwise consents or the Qualified Domestic Relations Order otherwise provides.
- (e) A retiring Participant shall be advised by the Trustees of the effect of payment on the basis of the Husband-and-Wife Pension, including a comparison of the full single-life pension amount with the adjustment amounts.
- (f) The Husband-and-Wife Pension may be waived in favor of another form of distribution only as follows:
 - (1) The Participant files the waiver in writing in such form as the Trustees may prescribe and the Participant's Spouse acknowledges the effect of the waiver and consents to it in

writing, witnessed by a notary public or such representative of the Plan as the Trustees may designate for that purpose. Thereafter, the Participant cannot elect a different form of benefit (other than the Husband-and-Wife Pension) without the written consent of the Spouse.

- (2) The Participant establishes to the satisfaction of the Trustees that:
 - (A) He is not married, or
 - (B) The Spouse whose consent would be required cannot be located, or
 - (C) Consent of the Spouse cannot be obtained because of extenuating circumstances, as provided in Internal Revenue Service regulations.
- (3)
 - (A) A waiver is valid only if a written explanation of the effect of the Husband-and-Wife Pension has been provided to the Participant no earlier than 180 days before the Annuity Starting Date and no later than 30 days before the Annuity Starting Date. The Participant may file a new waiver or revoke a previous waiver at any time during the 180-day period prior to the Annuity Starting Date. Notwithstanding the foregoing, a Participant may commence receiving benefits before 30 days have elapsed from receipt of such notice provided the Participant and Spouse waive such 30-day advance waiting period, in writing and further provided that payment of benefits is not made prior to the eighth day after receipt of the notice.
 - (B) Notwithstanding any other provisions of the Plan, a waiver of the Husband-and-Wife pension shall not be effective if given more than 180 days before the Annuity Starting Date.
- (4) A Spouse's consent to a waiver of the Husband-and-Wife Pension shall be effective only with respect to that Spouse and shall be irrevocable unless the Participant revokes the waiver to which it relates.
- (5) A waiver of the Husband-and-Wife Pension described in this section shall be void if:
 - (A) Someone other than the Participant's Qualified Spouse is named as Beneficiary under the Plan for any share of the Participant's benefit that would otherwise be payable as a death benefit under the Husband-and-Wife Pension, unless
 - (B) The Spouse has acknowledged the designation of the alternative Beneficiary in connection with her consent to the Participant's waiver of the Husband-and-Wife

Pension in writing, witnessed by a notary public or such representative of the Plan as the Trustees may designate for that purpose. Thereafter, any changes of Beneficiary shall be void if the Participant has a Qualified Spouse at the date of death, unless the change of Beneficiary is consistent with the Spouse's written consent.

- (g) Subject to the requirements for documentation described in Subsection 5.2.(f) above, a Participant must file before his Annuity Starting Date a written representation on which the Trustees are entitled to rely concerning that Participant's marital status which, if false, gives the Trustees the right to adjust the dollar amount of the pension payments made to the alleged Surviving Spouse so as to recover any excess benefits which may have been erroneously paid.

Section 5.3. Pre-retirement Surviving Spouse Pension

- (a) If a Participant who has a Qualified Spouse dies after August 22, 1984, and before the Annuity Starting Date, a Pre-retirement Surviving Spouse Pension shall be paid to his Surviving Spouse, provided:
 - (1) He has attained Vested Status as defined in Section 6.8. or has met the Pension Credit requirements for a pension, and
 - (2) He has at least one hour of Work after August 31, 1976.
- (b) A Spouse is a Qualified Spouse for the purpose of this section if the Participant and Spouse have been married to each other throughout the year immediately before the Participant's death, or if the couple were divorced after being married for at least one year and the former Spouse is required to be treated as a Spouse or Surviving Spouse under a Qualified Domestic Relations Order.
- (c) If a Participant described in Subsection (a) above died at a time when he would have been eligible to begin receiving payment of a pension had he Retired, or a Participant Retired on a Disability Pension died on or after age 59 and before age 65, his Surviving Qualified Spouse shall be entitled to a Pre-retirement Surviving Spouse Pension beginning the month following the month the Participant died. The amount of this benefit shall be 50% of the pension the Participant would have been eligible to receive at his Annuity Starting Date reduced in accordance with Section 5.4. for payment under the 50% Husband-and-Wife form and further reduced for each month the

Participant is younger than Normal Retirement Age on the date of his death, in accordance with Section 3.5., if applicable.

- (d)
 - (1) If the Participant described in Subsection 5.3.(a) died before he would have been eligible to begin receiving pension payments had he Retired or a Participant Retired on a Disability Pension died before age 59, his surviving Qualified Spouse shall be entitled to a Pre-retirement Surviving Spouse Pension determined as if the Participant had left Covered Employment on the earlier of the date he last recorded an hour of Work in Covered Employment or the date of his death, had survived to the earliest age at which pension (other than a Disability Pension) would be payable to him under the Plan, retired at that age on a 50% Husband-and-Wife Pension, and died the next day.
 - (2) Except as provided in Paragraph 5.3.(d)(3), the Pre-retirement Surviving Spouse Pension begins when the Participant would have attained the earliest Retirement age and the amount is 50% of what the Participant's pension amount would have been, after adjustment, if any, for Early Retirement and for the 50% Husband-and-Wife Pension form.
 - (3) Notwithstanding Paragraph 5.3.(d)(2), effective on and after April 1, 1994, for a Participant who has 400 or more hours of contributions during the 24-month period immediately preceding the date of his death, and who dies on or after April 1, 1994, and for a Participant who is Retired on a Disability Pension, and who dies on or after April 1, 1994 the Pre-retirement Surviving Spouse Pension begins on the first day of the month following the month of the Participant's or Disability Pensioner's death, and the amount is 50% of what the Participant's pension amount would have been, after adjustment, if any, for Early Retirement (but not lower than age 59) and for the 50% Husband-and-Wife Pension form.
 - (4) A Participant who dies while engaged in Qualified Military Service as defined in USERRA shall be treated as if he had returned to covered employment the day before his death and all periods of Qualified Military Service shall be counted for vesting (but not accrual) credit hereunder. This provision applies to any participant who dies on or after January 1, 2007.
- (e)
 - (1) The Spouse may elect in writing, filed with the Trustees, and on whatever form they may prescribe, to defer commencement of the Pre-retirement Surviving Spouse Pension until a specified date that is not longer than the first of the month following the date the

Participant would have reached Normal Retirement Age. The benefit amount will be determined as if the Participant survived to the age as of the date the Surviving Spouse elected to begin receiving that benefit, Retired at that age with an immediate Husband-and Wife Pension and died the next day.

- (2) If for any reason payments have not already begun as prescribed in this paragraph, payment of the Pre-retirement Surviving Spouse Pension shall commence by no later than December 31 of the calendar year in which the Participant would have attained age 70-1/2 or, if later, December 31 of the calendar year following the year of the Participant's death. If the Trustees confirm the identity and whereabouts of a Surviving Spouse who has not applied for benefits by that time, payments to that Surviving Spouse in the form of a single life annuity, subject to the small benefit cashout provisions of Section 6.17., will commence automatically as of that date.
- (3) If the deceased Participant's Surviving Spouse dies before the date the Surviving Spouse elected to begin receiving the benefit, the Pre-retirement Surviving Spouse Pension will be forfeited and there will be no payments to any other Beneficiary.
- (f) The amount of the Pre-retirement Surviving Spouse Pension shall be determined under the terms of the Plan in effect when the Participant last recorded an hour of Work in Covered Employment, unless otherwise expressly specified.
- (g) Notwithstanding any other provision of this section, a Pre-retirement Surviving Spouse Pension shall not be paid in form, manner or amount described above if the Actuarial Present Value of the benefit is less than \$5,000 (\$3,500 prior to September 1, 1999). If the Actuarial Present Value of the benefit is more than \$5,000 (\$3,500 prior to September 1, 1999), the benefit shall be paid as a single-sum payment to the Spouse in an amount equal to that Actuarial Present Value, in full discharge of the Pre-retirement Surviving Spouse Pension.
- (h) The Participant and his Spouse may waive the Pre-retirement Surviving Spouse Pension provided a written waiver is properly filed in accordance with Section 5.3.(1).
- (i) The Pre-retirement Surviving Spouse Pension may only be waived in accordance with this section.
 - (1) The Participant files the waiver, in writing, in such form as the Trustees may prescribe and the Participant's Spouse acknowledges the effect of the waiver and the designation of the beneficiary and consents to both in writing, witnessed by a notary public or Plan representative.

- (2) Any waiver filed prior to the Participant's 35th birthday shall become invalid upon the beginning of the Plan Year which includes the Participant's 35th birthday. However, the Participant may execute a new waiver after such date.
- (3) A waiver will not be required if the Participant establishes to the satisfaction of the Trustees that a waiver is not required because the Participant is not married, the Spouse whose consent would be required cannot be located, the Participant and Spouse are legally separated, the Participant has been abandoned by the Spouse as confirmed by a court order, or consent of the Spouse cannot be obtained because of extenuating circumstances as provided by IRS regulations.
- (4) A written explanation of the Pre-retirement Surviving Spouse Pension is provided to the Participant as soon as practicable after the Employee becomes a Participant in the Plan. The explanation shall describe the eligibility and material features of the benefit.

Section 5.4. Adjustment of Husband-and-Wife Pension Amount

Any pension in the form of a Husband-and-Wife Pension shall be adjusted by multiplying the full amount otherwise payable (after making any adjustments required if payments start before the Participant has reached Normal Retirement Age) by 90% minus 0.4 of a percentage point for each full year that the Spouse's age is less than the Participant's age or plus 0.4 of a percentage point for each full year that the Spouse's age is greater than the Participant's age; provided, however, that the resulting percentage shall not be greater than 99%.

Section 5.5. 100% and 75% Joint and Survivor Options

- (a) A Participant entitled to a Regular or Early Retirement Pension may elect to receive payment in the form of a 100% or, effective January 1, 2008, a 75% Joint and Survivor Option.
 - (1) For a 100% Joint and Survivor Option, the adjustment in the Participant's benefit amount shall be determined by multiplying the full amount payable (after making any adjustments required if payments start before the Participant reached Normal Retirement Age) by 81% minus 0.7 of a percentage point for each full year that the Spouse's age is less than the Participant's age or plus 0.7 of a percentage point for each full year that the Spouse's age is greater than the Participant's age; provided, however, that the resulting percentage shall not be greater than 99%.
 - (2) For a 75% Joint and Survivor Option, the adjustment in the Participant's benefit amount shall be determined by multiplying the full amount payable (after making any adjustments required if payments start before the Participant reached Normal Retirement

Age) by 85.5% minus 0.6 of a percentage point for each full year that the Spouse's age is less than the Participant's age or plus 0.6 of a percentage point for each full year that the Spouse's age is greater than the Participant's age; provided, however, that the resulting percentage shall not be greater than 99%.

- (b) Election of a Joint and Survivor Option shall be subject to the following conditions:
 - (1) The Participant and Spouse must timely waive the Husband-and-Wife Pension in accordance with Subsection 5.2.(f) in order for a Joint and Survivor Option to become effective.
 - (2) A Joint and Survivor Option shall not be payable if it would result in a monthly benefit of less than \$25.00 to the Pensioner or the Spouse.
- (c) A Joint and Survivor Option, once payments have begun:
 - (1) May not be revoked nor the Pensioner's benefits increased by reason of subsequent divorce.
 - (2) Shall be revoked by reason of the subsequent death of the Spouse covered by a Joint and Survivor election before that of the Pensioner. The pension amount payable to the Pensioner shall be increased to the amount that would have been payable had the Participant rejected a Joint and Survivor Option and the Husband-and-Wife Pension at the time of his Retirement. The increased amount shall be payable beginning the first month following the month in which the Spouse died and a certified death certificate is filed with the Fund Office.

Section 5.6. Relation to Qualified Domestic Relations Order

Any rights of a former Spouse or other Alternate Payee under a Qualified Domestic Relations Order within the meaning of Section 206(d)(3) of ERISA and 414(p) of the Internal Revenue Code, with respect to a Participant's pension, shall take precedence over those of any later Spouse of the Participant under this Article.

Section 5.7. Trustees Reliance.

The Trustees shall be entitled to rely on written representations, consents and revocations submitted by Participants, Spouses or other parties in making determinations under this Article and, unless such reliance is arbitrary and capricious, the Trustees' determinations shall be final and binding and shall discharge the Fund and the Trustees from liability to the extent of the payments made.

Section 5.8. Survivor Benefit Limitations

Notwithstanding any other provision of the Plan, payment of the Husband-and-Wife Pension, the Pre-retirement Surviving Spouse Pension, and the death benefits and optional benefits provided under Sections 3.15., 3.16., 3.18., 3.19., and 5.5. shall comply with the limit of Section 401(a)(9) of the Internal Revenue Code and the incidental benefit rule and the regulations prescribed under them, including Sections 1.401(a)(9)-1 and 1.401(a)(9)-2 of the Proposed Treasury Regulations.

ARTICLE 6

CLAIMS, BENEFIT PAYMENTS, AND RETIREMENT

Section 6.1. Claims

(a) A pension must be applied for in writing and filed with the Trustees in advance of the Annuity Starting Date. A claim for benefits is a written request for payment of benefits, which includes a completed application. A claim for benefits is filed when all information required to make a determination is submitted.

Section 6.2. Information and Proof

Every Participant, Pensioner, or Beneficiary shall furnish, at the request of the Trustees, any information or proof reasonably required to determine his benefit rights. If the claimant makes a willfully false statement material to his application or furnishes fraudulent information or proof material to his claim, benefits may be denied, suspended, or discontinued (subject to the provisions of Section 6.8.). The Trustees shall have the right to recover any benefit payments made in reliance on any willfully false or fraudulent statement, information or proof submitted by a claimant.

Section 6.3. Appeals Procedure

An Employee who believes he has been denied benefits provided for under the Plan shall be entitled to a full and fair review of his claim under the following appeals procedures:

- (a) Upon denial of an Employee's application for benefits, the Employee shall be furnished a written statement of specific reason or reasons for denial including reference to the specific Plan provisions on which the denial is based, a description of any additional material or information necessary for the Employee to establish his right to benefits, and an explanation of why such material or information is necessary. This written notice shall also contain an explanation of the appeals procedure which the Employee can follow to have his claim for benefits reviewed. An administrative denial is final if not appealed in accordance with the Plan Document.
- (b) An employee who has been denied benefits, or his duly authorized representative, shall have the following rights in appealing the initial decision:
 - (1) The right to submit additional proof of entitlement to benefits.
 - (2) The right to examine any document in possession of the Plan related to the application.
 - (3) The right, within 90 days of receipt of the notice of the denial of benefit, to appeal the decision to the Board of Trustees by submitting a written statement setting forth which of

the reasons for denial of the application he disagrees with along with any supporting documents or additional comments related to his appeal. The written statement is to be submitted to the Board of Trustees at the Fund Office address.

- (4) The right, upon appeal to the Board of Trustees, to request in his appeal petition to appear before the Board for an oral presentation of his appeal petition. In the event such a request is made, the hearing shall be held at the next regular meeting of the Trustees or at such other time as may be agreed upon by the Employee and the Board of Trustees with reasonable notice of the date and place of the hearing given to the Employee.
- (c) The Board of Trustees shall make a full and complete review of each appeal and issue its decision in writing within 60 days after receipt of the appeal unless such circumstances require an extension of time for processing, in which case the decision shall be rendered as soon as possible, but not later than 120 days after receipt of the appeal.

The decision of the Board of Trustees on the appeal shall be written in a clear and understandable manner and shall include the specific reasons for the decision.

- (d) For Disability Pension claims submitted on or after January 1, 2002, the following claims and appeals procedures shall apply:
 - (1) The claimant shall submit in writing such claim on a form authorized by the Board of Trustees.
 - (2) Unless an extension applies, the Plan shall issue its decision in writing to the claimant within 45 days of the claim receipt.
 - (3) The Plan shall extend a decision for an initial appeal by two separate periods of 30 days each, provided such extension is due in part to circumstances beyond the control of the Plan. Such circumstances shall include a delay in obtaining medical information from a provider or physician.
 - (4) The Plan shall notify the claimant in writing prior to the end of the 45 days if the first extension shall be used or prior to 75 days if the second extension shall be used. If the Plan needs additional information from the claimant, the claimant will be given an additional 45 days to provide such information. During this period, the time periods under this subsection (c) shall be tolled. If the additional information is not provided within the 45-day period, the claim will be denied. The Plan will notify the claimant of its

decision within 30 days of the earlier of the date a response from the claimant is received or the end of the 45-day period.

- (5) A claimant who is receiving a Disability Pension and who is determined by the Trustees to have ceased to be totally and permanently disabled shall be able to appeal such a determination within 180 days of notification by the Trustees in accordance with this Section 6.3.
- (e) Any claimant who has been denied benefits, or his duly authorized representative shall have the following rights in appealing the initial decision:
 - (1) The right to submit additional documentation, including comments and statements for additional proof of entitlement to benefits.
 - (2) The right to examine all relevant documentation in possession of the Plan free of charge.
 - (3) The right within 180 days of receipt of the notice of the denial of benefits, to appeal the decision to the Board of Trustees by submitting a written statement setting forth which of the reasons for denial of the application he disagrees with along with any supporting documents or additional comments related to his appeal.
 - (4) The right to authorize a representative to act on his behalf. The authorization to use a representative must be submitted to the Board of Trustees in writing.
 - (5) The right to receive, upon request and free of charge, a copy of any internal rule, guideline or protocol used by the Plan in making the determination.
 - (6) The right to receive a copy of an explanation of the scientific reason if the denial is based on medical judgment.
 - (7) The right to learn, upon request, the identity of any medical or vocational experts consulted by the Plan.
- (f) The Board of Trustees may delegate to a designated Appeals Committee its authority and discretion to review and determine all appeals.
- (g) The decision by the Appeals Committee shall be made at the quarterly Board of Trustees' meeting following receipt of the appeal. If the appeal is received within 30 days of the Trustees' meeting, then the decision will be made at the second Trustees' meeting following receipt of the appeal. If there are special circumstances, the decision will be rendered no later than the third

Trustees' meeting following receipt of the appeal. The Appeals Committee shall issue its decision in writing no longer than five days after its determination is made.

Section 6.4. Benefit Payments Generally

- (a) A Participant who is eligible to receive benefits under this Plan and who completes a claim for benefits under the rules of this Pension Plan shall be entitled upon the Annuity Starting Date to receive the monthly benefits provided for the remainder of his life, subject to the provisions of this Plan.
- (b) Benefit payments shall be payable commencing with the Annuity Starting Date.
- (c) A Participant may elect in writing filed with the Trustees to receive benefits first payable for a later month provided that no such election shall postpone commencement of benefits beyond the Required Beginning Date.
- (d) If a Participant who is definitely located fails to file a completed application for benefits on a timely basis, the Fund will start the Participant's benefit payments on the Required Beginning Date, as follows:
 - (1) If the Actuarial Present Value of the Participant's benefit is no more than \$5,000 (\$3,500 prior to September 1, 1999), in a single sum.
 - (2) In any other case, in the form of a Husband-and-Wife Pension calculated on the assumption that the Participant is and has been married for at least one year by the date payments start and that the husband is three years older than the wife.
 - (3) The benefit payment form will be irrevocable once it begins with the sole exception that it may be changed later to a single-life annuity if the Participant proves that he was not married on the Required Beginning Date, and the amount of future benefit payments will be adjusted based on the actual ages of the Participant and Spouse if proven to be different from the assumption.
 - (4) Federal, state and local income tax, and any other applicable taxes, will be withheld from the benefit payments as required by law or determined by the Trustees to be appropriate for the protection of the Fund and the Participant.
- (e) Benefit payments that are not paid to, or claimed by, a Participant or Beneficiary in accordance with the schedule established as of the Required Beginning Date will be forfeited, subject to reinstatement if the Participant or Beneficiary appears and demonstrates his entitlement to the funds.

- (f) Pension payments shall end with the payment for the month in which the death of the Pensioner occurs except as provided in accordance with a Husband-and-Wife Pension or any other provision of this Plan for payments after the death of the Pensioner.
- (g) Effective as of September 1, 1989, if the Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit will be the accrued benefit at Normal Retirement Age, actuarially increased for each complete calendar month between Normal Retirement Age and the Annuity Starting Date, for which benefits were not suspended pursuant to Section 6.6., and then converted as of the Annuity Starting Date to the benefit payment form elected in the pension application or to the automatic form of Husband-and-Wife Pension under Section 5.2., if no other form is elected.
 - (1) If a Participant first becomes entitled to additional benefits after Normal Retirement Age, whether through additional Service or because of a benefit increase, the actuarial increase in those benefits will start from the date they would first have been paid rather than Normal Retirement Age.
 - (2) The actuarial increase will be 1% per month for the first sixty (60) months after Normal Retirement Age and 1.5% per month for each month thereafter.

Section 6.5. Retirement

To be considered Retired or in Retirement, a Participant must not be engaged in Disqualifying Employment as defined in Section 6.6.

Section 6.6. Suspension of Benefits

(a) Before Normal Retirement Age

- (1) The monthly benefit shall be suspended for any month in which the Participant is employed in Disqualifying Employment before he has attained Normal Retirement Age. "Disqualifying Employment" for the period before Normal Retirement Age is employment in work regularly performed by Electricians or by any Building Trades craftsmen; self-employment in the same or related business as any Contributing Employer; employment or self-employment in any work which is or may be under the jurisdiction of the Local Union and employment with any Contributing Employer.

- (2) In addition, the monthly benefits shall be suspended for the six consecutive months after any consecutive period of one or more months during which the Participant was engaged in Disqualifying Employment. If the Participant has failed to notify the Plan of employment that may be the basis for Suspension of Benefits under paragraph (1), in accordance with the notification requirements of Subsection 6.6.(d), or has willfully misrepresented to the Plan with respect to Disqualifying Employment, the monthly benefit shall be suspended for an additional period of six months.
- (3) The provisions of this Paragraph (2) shall not result, however, in the suspension of the benefit for any month after the Participant has attained Normal Retirement Age.

(b) After Normal Retirement Age

- (1) If the Participant has attained Normal Retirement Age, his monthly benefit shall be suspended for any month in which he worked or was paid for at least 40 hours in Disqualifying Employment. "Disqualifying Employment" for the period after Normal Retirement Age means employment or self-employment that is:
 - (A) In an industry covered by the Plan when the Participant's pension payments began,
 - (B) In the geographic area covered by the Plan when the Participant's pension began, and
 - (C) In any occupation in which the Participant worked under the Plan at any time or any occupation covered by the Plan at the time the Participant's pension payments began.

However, if a Participant worked in Covered Employment only in a skilled trade or craft, that is, as an Electrician, employment or self-employment shall be disqualifying only if it is in work that involves the skill or skills of that trade or craft directly or, as in the case of supervisory work, indirectly. In any event, work for which contributions are required to be made to the Plan shall be disqualifying.

- (2) The term "Industry Covered by the Plan" means electrical work involving construction and maintenance and any other industry in which employees covered by the Plan were employed when the Participant's pension began or, but for Suspension of Benefits under this Article, would have begun.

- (3) (A) The geographic area covered by the Plan is the Kansas City Metropolitan area including western Missouri and eastern Kansas and any other area covered by the Plan when the Participant's pension began or, but for Suspension of Benefits under this Article, would have begun.
- (B) The geographic area covered by the Plan shall also include any area covered by a plan which under a reciprocal agreement in effect when the Participant's pension payments began had forwarded contributions to this Plan, on the basis of which this Plan accrued benefits for the Participant.
- (4) If a Retired Participant re-enters Covered Employment to an extent sufficient to cause a Suspension of Benefits, and his pension payments are subsequently resumed, the industry and area covered by the Plan "when the Participant's pension began" shall be the industry and area covered by the Plan when his pension was resumed.
- (5) Paid non-work time shall be counted toward the measure of 40 hours if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. However, time compensated under Workers' Compensation or temporary disability benefits law shall not be so counted.
- (6) Notwithstanding any other provision of this section, a Participant's benefits will not be suspended pursuant to this Article after such Participant's Required Beginning Date.

(c) Definition of Suspension of Benefits

"Suspension of Benefits" for a month means non-entitlement to benefits for the month. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recoverable through deductions from future pension payments, pursuant to Subsection 6.6(f) and in accordance with Section 7.3.

(d) Notices

- (1) Upon commencement of pension payments, the Trustees shall notify the Pensioner of the Plan rules governing Suspension of Benefits, including identity of the industries and area covered by the Plan. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Participant, if there has been any material change in the Suspension of Benefits rules or the identity of the industries or area covered by the Plan.

- (2) (A) A Pensioner shall notify the Plan in writing within 15 days after starting any work of a type that is or may be disqualifying under the provisions of the Plan and without regard to the number of hours of such work (that is, whether or not less than 40 hours in a month). If a Pensioner has worked in Disqualifying Employment in any month and has failed to give timely notice to the Plan of such employment, the Trustee shall presume that he worked for at least 40 hours in such month and any subsequent month before the Participant gives notice that he has ceased Disqualifying Employment. The Participant shall have the right to overcome such presumption by establishing that his work was not in fact an appropriate basis, under the Plan, for Suspension of Benefits of his benefits.
- (B) If a Pensioner has worked in Disqualifying Employment for any number of hours for a contractor at a building or construction site, and he has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he has engaged in such work for as long as the contractor has been and remains actively engaged at that site. The Participant shall have the right to overcome such presumption by establishing that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits.
- (C) The Trustees shall inform all Retirees at least once every 12 months of the re-employment notification requirements and the presumption set forth in this subsection.
- (3) A Pensioner whose pension has been suspended shall notify the Trustees when Disqualifying Employment has ended. The Trustees shall have the right to withhold benefit payments until such notice is filed with the Plan.
- (4) A Participant may ask the Trustees whether a particular employment will be disqualifying. The Trustees shall provide the Participant with its determination.
- (5) The Trustees shall inform a Participant of any Suspension of Benefits by notice given by personal delivery or first class mail during the first calendar month in which benefits are withheld.

(e) **Review**

- (1) A Participant shall be entitled to a review or hearing of a determination suspending his benefits by written request filed with the Trustees within 60 days of the notice of suspension.
- (2) The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be Disqualifying Employment.

(f) **Resumption of Benefit Payments**

- (1) Benefits shall be resumed for the month after the last month for which benefits were suspended, with payments beginning for Participants who attained Normal Retirement Age no later than the third month after the last calendar month for which the Participant's benefit was suspended, provided the Participant has complied with the notification requirements of Paragraph (d)(3).
- (2) (A) Overpayment attributable to payments made for any month or months for which the Participant had Disqualifying Employment shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after the Participant attained Normal Retirement Age shall not exceed 25% of the pension amount (before deduction), except that the Trustees may withhold up to 100% of the first pension

payment made upon resumption after a suspension. If a Pensioner dies before recovery of overpayments has been completed, deductions shall be made from the benefits payable to his Beneficiary or Spouse receiving a pension subject to the 25% limitation on the rate of deduction.

- (B) If a Pensioner has not attained Normal Retirement Age, his monthly benefit shall be withheld until the entire amount overpaid has been recovered or, if earlier, until his attainment of Normal Retirement Age, at which time the 25% rule described in the preceding paragraph shall take effect.

Section 6.7. Recomputation of Benefit Payments Following Suspension.

- (a)
 - (1) A Pensioner who returns to Covered Employment and completes a Year of Vesting Service shall be entitled to a recomputation of his pension amount based on any additional Pension Credits and his attained age upon resumption of his pension.
 - (2) A Pensioner who returns to Covered Employment for an insufficient period of time to complete a Year of Vesting Service shall not, on subsequent termination of employment, be entitled to a recomputation of pension amount based on the additional Service. However, a Pensioner who Retired on a pension payable before his Normal Retirement Age and returns to work in Disqualifying Employment for at least three months shall be entitled to a recomputation of his pension amount based on his attained age upon resumption of his pension.
- (b)
 - (1) If a Pensioner who Retired on a pension payable before his Normal Retirement Age (except a Disability Pension) returns to work in Disqualifying Employment, he shall, upon resumption of his pension, have his pension amount, as determined in accordance with Subsection 6.7.(a) reduced by the Actuarial Equivalent of the previous pension payments, not including the Social Security Supplemental Benefit payments, made to the Pensioner through his Normal Retirement Age. Overpayments will be recovered in accordance with Subsection 6.6.
 - (2) For the purpose of this subsection, the Actuarial Equivalent is determined by dividing the total amount of a Pensioner's previous pension payments, not including the Social Security Supplemental Benefit payments, received prior to Normal Retirement Age by the factor appropriate to his age upon his subsequent Retirement, as shown in Table 3 in

the Appendix. If the monthly benefit resulting from the deduction of the actuarial equivalence of payment received, not including the Social Security Supplemental Benefit payments, prior to Normal Retirement Age is less than the benefit payable to the Pensioner before Normal Retirement Age, the benefit payable upon resumption of his pension will be the previous pension benefit payable before Normal Retirement Age.

- (c) The amount determined under the above paragraphs shall be adjusted for the Husband-and-Wife Pension or any other optional form of benefit in accordance with which the benefits of the Participant or any other Beneficiary are payable.
- (d) A Husband-and-Wife Pension in effect immediately prior to Suspension of Benefits and any other benefit following the death of the Pensioner shall remain effective if the Pensioner's death occurs while his benefits are in suspension.
- (e) A Pensioner who returns to Covered Employment and earns one Year of Vesting Service shall be entitled to a new election as to the form of benefit payment for such additional accrual; provided, however, that the first election on or after Normal Retirement Age shall apply for any subsequent accrual earned.
- (f) The benefits recalculated in accordance with Section 6.7. shall be payable by the first day of the second calendar month following the end of the Plan Year in which the additional accrual is earned or, if later, the date specified in Subsection 6.6.(f).
- (g) Suspension of Benefits before Normal Retirement Age shall not have the effect of reducing the value of the Participant's pension for payment at his Normal Retirement Age and, to the extent necessary to avoid such reduction, the monthly amount of the pension shall be adjusted so as not to deprive the Pensioner of the value of his benefit as payable from his Normal Retirement Age.

Section 6.8. Vested Status or Nonforfeitability.

- (a) The Employee Retirement Income Security Act requires that certain of the benefits under this Plan be Vested or nonforfeitable.
- (b) Vested Status is earned as follows:
 - (1) A Participant's right to his normal retirement benefit is nonforfeitable upon his attainment of Normal Retirement Age, except to the extent that benefits are cancelled, pursuant to Section 7.5., because the Employer has ceased to contribute to the Plan with respect to the employment unit in which the Participant was employed.

- (2) Before September 1, 1997, a Participant acquires Vested Status after completion of ten Years of Vesting Service; however, a Participant who is not covered by a Collective Bargaining Agreement for pension purposes as set forth in Treasury Regulations, who completes at least one hour of Service after August 31, 1988, shall acquire Vested Status after completion of five Years of Vesting Service in accordance with Section 9.4. After August 31, 1997, a Participant who completes at least one hour of Service on or after September 1, 1997, shall acquire Vested Status after completion of five Years of Vesting Service.
 - (3) If a Participant has worked at different times in employment covered by a Collective Bargaining Agreement ("Bargained Work") and in employment not covered by a Collective Bargaining Agreement ("Nonbargained Work"), the rules under Section 9.4. shall apply.
- (c) ERISA also provides certain limitations on any Plan amendment that may change the Plan's Vesting schedule. In accordance with those legal limitations, no amendment of this Plan may take away a Participant's Vested Status if he has already earned it at the time of the amendment. Also, an amendment may not change the schedule on the basis of which a Participant acquires Vested Status unless each Participant who has credit for at least three Years of Vesting Service at the time the amendment is adopted or effective (whichever is later) is given the option of achieving Vested Status on the basis of the pre-amendment schedule. That option may be exercised within 60 days after the latest of the following dates:
- (1) When the amendment was adopted,
 - (2) When the amendment became effective, or
 - (3) When the Participant was given written notice of the amendment.
- (d) For purposes of applying the provisions of this section and of determining when a Participant has acquired nonforfeitable rights, as defined under the law, the Vesting schedule of this Plan consists of 100 percent nonforfeitability for a Participant who has completed the required number of Years of Vesting Service. While this Plan provides Regular, Deferred, Early Retirement, and Disability Pensions on the basis of requirements that may be met by some Participants who have not completed the required number of Years of Vesting Service, such eligibility rules represent provisions of the Plan above and beyond its Vesting schedule.

Section 6.9. Benefits to Survivors

Pension benefit payments, if any, which are due but unpaid at the time of the death of the Pensioner shall be paid to the Beneficiaries as set forth in Section 3.17.

Section 6.10. Non-Duplication with Disability Benefits

No pension benefits shall be payable for any month for which the Participant or Pensioner receives wage indemnification for disability from the I.B.E.W. Local Union No. 124 Health and Welfare Fund or from an Employer or an Employer-financed disability insurance plan. This provision is not intended to mean, however, that a Disability pension cannot be paid due to total and permanent disability incurred as a result of an on-the-job accident for which Workers' Compensation benefits are paid and for which a Social Security Disability Award has been made. This provision, however, shall be subject to the provisions of Subsection 6.7.(g).

Section 6.11. Notice and Entitlement to Benefits

Each Pensioner receiving monthly pension benefits hereunder shall submit, from time to time on request of the Trustees, a sworn statement of his residence and entitlement to benefits, including a statement that he has obtained no employment in any capacity in disqualifying employment. If such statement is not submitted within 60 days after a request has been mailed to the last address of the Pensioner appearing in the records of the Trustees, all future pension benefit payments will be suspended until such statement is submitted and approved by the Trustees.

Section 6.12. Incompetence or Incapacity of a Pensioner or Beneficiary

In the event it is determined that a Pensioner or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due may be applied to the maintenance and support of such Pensioner or Beneficiary or to such person as the Trustees find to be an object of the natural bounty of the Pensioner or Beneficiary, unless, prior to such payment, claim shall have been made for such payment by a legally-appointed guardian, committee, or other legal representative appropriate to receive such payments on behalf of the Pensioner or Beneficiary.

Section 6.13. Non-Assignment of Benefits

- (a) No Participant, Pensioner or Beneficiary entitled to any benefits under this Pension Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner his legal or beneficiary interest, or any interest in assets of the Pension Fund, or benefits of this Pension Plan. Neither the Pension Fund nor any of the assets thereof shall be liable for the debts of any Participant, Pensioner or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court action or proceeding.
- (b) Notwithstanding Subsection (a) or any other provisions of the Plan, benefits shall be paid in accordance with a Qualified Domestic Relations Order as defined in Section 206(d)(3) of ERISA, and with written procedures adopted by the Trustees in connection with such Order, which shall be final and binding on all Participants, Beneficiaries and other parties. In no event shall the existence or enforcement of a Qualified Domestic Relations Order cause the Fund to pay benefits with respect to a Participant in excess of the Actuarial Present Value of the Participant's benefits without regard to the Order, and benefits otherwise payable under this Plan shall be reduced by the Actuarial Present Value of any payment ordered to be made under a Qualified Domestic Relations Order.
- (c) An Alternate Payee who is assigned a benefit by a Qualified Domestic Relations Order may receive the assigned benefit in a form payable for the life of the Alternate Payee, unless otherwise specified in a Qualified Domestic Relations Order.

Section 6.14. No Right to Assets.

No person other than the Trustees of the Pension Fund shall have any right, title or interest in any of the income, or property of any funds received or held by or for the account of the Pension Fund, and no person shall have any right to benefits provided by the Pension Plan except as expressly provided herein.

Section 6.15. Maximum Limitation

Notwithstanding any other provision of this Plan, the annual retirement benefit to which an Employee shall be entitled hereunder shall not exceed the maximum amount permitted under Section 415 of the Internal Revenue Code, as the same shall be amended from time to time, the provisions of which are expressly incorporated herein by reference. Compensation for purposes of Code Section 415 is defined in Section 1.8.

Effective for the first limitation year beginning on or after January 1, 2000, the combined limits under Section 415(e) of the Internal Revenue Code are no longer applicable.

Section 6.16. Mergers

In the case of any merger or consolidation with, or transfer of assets or liabilities to any other plan, each Participant shall (if the plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (if this Plan had then terminated.) This section shall apply only to the extent determined by the Pension Benefit Guaranty Corporation.

Section 6.17. Lump Sum Settlements

- (a) Notwithstanding any other provisions of this Plan, if the Actuarial Present Value of the entire non-forfeitable benefit of a Participant or a Beneficiary is \$5,000 or less (\$3,500 or less prior to January 1, 1999) as of the date the payment would commence, the Trustees shall pay the benefit in the form of a lump sum equal to that value. Any distribution over \$1,000 will require the Participant's consent thereto, unless it is made after Normal Retirement Age.
- (b) If the Actuarial Present Value of the entire non-forfeitable benefit of a Participant or a Beneficiary is \$1,000 or less as of the date the payment would commence, the Trustees may pay the benefit in a single sum without the Participant's consent.
- (c) When such a lump sum has been paid by the Fund, all Pension Credit earned by the Participant with respect to which the lump sum distribution was made shall be completely disregarded and the Fund's liability for the payment of benefits to the Participant or Beneficiary shall be completely discharged.
- (d) This section shall not apply after payment of the Participant's pension benefits have commenced unless the Participant or Beneficiary, as the case may be, consents in writing to the lump sum distribution.

Section 6.18. Reciprocal Agreements

- (a) The Trustees are authorized to enter into reciprocity agreements with the Boards of Trustees of other pension funds which provide retirement benefits for employees represented for the purpose of collective bargaining by one or more local unions or district councils affiliated with the International Brotherhood of Electrical Workers. The Trustees shall have the power and authority to modify any or all of the terms of any such reciprocity agreement whenever they deem the same to be necessary or appropriate consistent with existing legal obligations of the Plan.
- (b) In addition to the authority contained in Subsection (a) above, the Trustees adopt and will be bound by the provisions of the International Brotherhood of Electricians Reciprocal Pension Agreement for Electricians Pension Funds (the "International Reciprocal Annuity Agreement") from and after the Effective Date specified in such International Reciprocal Pension Agreement.

Section 6.19. Rollovers.

This Section 6.19. applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Article, a Distributee may elect, at the time and in the manner prescribed by the Plan Trustees, to have any portion of an eligible rollover distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a direct rollover.

(a) Eligible Rollover Distribution

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the Distributee and effective September 1, 1999, excluding any hardship distribution, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(b) **Eligible Retirement Plan**

An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, an annuity plan described in Section 403(a) of the Internal Revenue Code, or a qualified Trust described in Section 401(a) of the Internal Revenue Code, a Roth IRA described in Section 408A, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the Surviving Spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.

Effective September 1, 2002, an Eligible Retirement Plan shall also mean an annuity contract described in Section 403(b) of the Internal Revenue Code and an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a Surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Internal Revenue Code.

(c) **Distributee**

A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's Surviving Spouse and the Employee's former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Internal Revenue Code, are Distributees with regard to the interest of the Spouse or former Spouse. Effective January 1, 2010, a Distributee includes an Employee's or former Employee's designated Beneficiary.

(d) **Direct Rollover**

A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

ARTICLE 7 MISCELLANEOUS

Section 7.1. Non-Reversion

It is expressly understood that in no event shall any of the corpus or assets of the Pension Fund revert to the Employers or be subject to any claims of any kind or nature by the Employers, except for the return of an erroneous contribution within the time limits prescribed by law.

Section 7.2. Limitation of Liability

This Pension Plan has been established on the basis of an actuarial calculation which has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA. Except for liabilities which may result from provisions of ERISA, nothing in this Plan shall be construed to impose any obligation to contribute beyond the obligation of the Employer to make contributions as stipulated in its collective bargaining with the Union.

There shall be no liability upon the Trustees individually, or collectively, or upon the Union to provide the benefits established by this Pension Plan, if the Pension Fund does not have assets to make such payments.

Section 7.3. Authority of Trustees

Wherever in the Plan the Trustees are given discretionary powers, they shall exercise such powers in a uniform and non-discriminatory manner.

The Trustees shall, subject to the requirements of the law, be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan, and decisions of the Trustees shall be final and binding.

All questions or controversies of whatsoever character arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, as to the construction of the language of this Plan or any rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Plan or otherwise, shall be submitted to the Board of Trustees for decision. In the event a claim for benefits has been denied, no lawsuit or other action against the Fund or its Trustees may be filed until the matter has been submitted for review under the ERISA-mandated review procedure set forth in Section 6.3. The decision on review shall be binding upon all persons dealing with the Plan or claiming any benefit hereunder, except to the

extent that such decision may be determined to be arbitrary or capricious by a court or arbitrator having jurisdiction over such matter.

Section 7.4. New Employers

- (a) If an Employer is sold, merged or otherwise undergoes a change of company identity, the successor company shall participate as to the employees theretofore covered in the Pension Plan just as if it were the original company, provided it remains a Contributing Employer as defined in Section 1.10.
- (b) No New Employer may be admitted to participate in the Pension Fund and this Pension Plan except upon approval by the Trustees. The participation of any such New Employer shall be subject to such terms and conditions as the Trustees may lawfully prescribe including, but not limited to, the imposition of waiting periods in connection with the commencement of benefits, a requirement for retroactive contributions, or the application of modified benefit conditions and amounts. In adopting applicable terms or conditions, the Trustees shall take into account such requirements as they may deem necessary to preserve an equitable relationship with the contributions required from other participating Employers and the benefits provided to their Employees.

Section 7.5. Terminated Employer

If an Employer's participation in the Fund with respect to a bargaining unit terminates, the Trustees are empowered to cancel any obligation of the Trust Fund that is maintained under the Trust Agreement with respect to that part of any pension for which a person was made eligible on the basis of employment in such bargaining unit prior to the Contribution Period with respect to that unit if an actuarial study shows the termination significantly affects actuarial costs. No such reduction shall apply to pensions in effect prior to the termination of Employee participation. Neither the Trustees, the Employers who remain as Contributing Employers, nor the Union shall be obliged to make such payments.

Section 7.6. Termination

(a) Right to Terminate

The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. The rights of all affected Participants to benefits accrued to the date of the termination, partial termination, or discontinuance to the extent funded as of such date shall be nonforfeitable.

(b) Priorities of Allocation

In the event of termination, the assets then remaining in the Plan, after providing for any administrative expenses, shall be allocated among the Pensioners, Beneficiaries and Participants in the following order:

- (1) First, in the case of benefits payable as a pension:
 - (A) in the case of the pension of a Participant or Beneficiary which was in pay status as of the beginning of the three-year period ending on the termination date of the Plan, to each such pension, based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which such pension would be the least. The lowest pension in pay status during the three-year period shall be considered the pension in pay status for such period.
 - (B) In the case of a pension of a Participant or 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-year period if the beginning of such period, to each such pension based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which the pension would be the least.
- (2) Second, to all other benefits (if any) of the individuals under the Plan guaranteed under Title IV of ERISA.
- (3) Third, to all other Vested benefits under this Plan.
- (4) Fourth, to all other benefits under this Plan.

(c) Allocation Procedures

For purposes of Subsection (b) hereof:

- (1) The amount allocated under any paragraph of Subsection (b) with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior paragraph of that Subsection.
- (2) If the assets available for allocation under any paragraph of Subsection (b) (other than Paragraphs (3) and (4)) are insufficient to satisfy in full the benefits, the assets shall be

allocated pro-rata among such individuals on the basis of the present value (as of the termination date) of their respective benefits described in that paragraph.

- (3) This paragraph applies if the assets available for allocation under Paragraph (b)(3) are not sufficient to satisfy in full the benefits of individuals described in that paragraph.
 - (A) If this paragraph applies, except as provided in Subparagraph (B) below, the assets shall be allocated to the benefits of individuals described in Paragraph (b)(3) on the basis of the benefits of individuals which would have been described in such Paragraph (b)(3) under the Plan as in effect at the beginning of the five-year period ending on the date of Plan termination.
 - (B) If the assets available for allocation under Subparagraph (A) above, are sufficient to satisfy in full the benefits described in such paragraph (without regard to this Subparagraph), then for purposes of Subparagraph (A) benefits of individuals described in such paragraph shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such five-year period under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in Subparagraph (A) and any assets remaining to be allocated under Subparagraph (A) on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

Section 7.7. Withdrawal Liability

The Trustees of the Trust Fund have adopted the following rules to govern the calculation and collection of withdrawal liability under the Multiemployer Pension Plan Amendments Act of 1980 ("MPPAA"), a statutory amendment to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The rules adopted herein shall be interpreted consistently with all applicable laws and regulations under ERISA. The statutory provisions and accompanying regulations regarding MPPAA and ERISA are incorporated herein by reference.

(a) Review of Withdrawal Liability

An employer which is assessed withdrawal liability by the Fund may seek review in accordance with the statutory procedures. The time limits for invoking the statutory procedures are set forth in ERISA Section 4219(b) and 4221.

(1) Request for Review

Pursuant to ERISA Sections 4219(b)(2)(A), an employer may:

- (A) Request the Fund to review any specific matter relating to determination of the withdrawal liability or the payment schedule of the demand for payment of withdrawal liability;
- (B) Identify any inaccuracy in the assessment; and/or,
- (C) Furnish any additional relevant information for consideration by the Fund.

Any request for review submitted by an employer shall be made in writing, addressed to the Board of Trustees and shall identify the specific matter or matters which the employer challenges or questions. All requests for review submitted to the Fund shall be reviewed by the Board of Trustees or a Committee of Trustees so designated for collection of withdrawal liability.

(2) Arbitration

Pursuant to Section 4421 of ERISA, any dispute by an employer concerning withdrawal liability shall be submitted to arbitration. Any such arbitration under ERISA Section 4421 shall be conducted in accordance with the rules and regulations governing withdrawal liability established by the American Arbitration Association ("AAA") as approved by the Pension Benefit Guaranty Corporation effective June 20, 1986, and as they may be subsequently revised. The employer must initiate the arbitration proceedings in accordance with the AAA rules and regulations and simultaneously serve upon the Fund written notice of the initiation of arbitration and any issues that shall be contested. The employer shall pay the filing fee necessary to initiate the arbitration.

ARTICLE 8 TOP HEAVY PROVISIONS

Section 8.1. Definitions

For purposes of this Article, the following words and phrases shall have the meaning stated below unless a different meaning is clearly required by the context:

(a) Key Employee

“Key Employee” means an Employee or former Employee (and the beneficiaries of such employee) meeting the definition of “Key Employee” contained in Section 416(i)(1) of the Internal Revenue Code and Section 1.416-1 of the Treasury Regulations.

(b) Non-Key Employee

“Non-Key Employee” means any Employee who is not a Key Employee.

(c) Annual Compensation

“Annual Compensation” means compensation as defined in Section 415(c)(3) of the Internal Revenue Code and Section 1.415-2(d) of the Treasury Regulations, but in no event more than \$200,000 per calendar year.

Effective September 1, 1997, Compensation shall include any pre-tax deferrals under IRC Sections 401(k), 125, 403(b), 457 and effective September 1, 2001, Section 132(f).

For Plan Years beginning on or after January 1, 1994, the amount of a Participant’s Compensation from any one Employer that may be taken into account for any Plan purpose in any Plan Year is \$150,000, as that amount may be adjusted from time to time by the Secretary of Treasury under Section 401(a)(17) of the Internal Revenue Code.

(d) Determination Date

“Determination Date” means, with respect to any Plan Year, the last day of the preceding Plan Year, or in the case of the first Plan Year of any Plan, the last day of such Plan Year.

Section 8.2. Top Heavy Plan Requirements

Effective January 1, 1984, for any Top Heavy Plan Year, the Plan shall provide the following:

- (a) Special Vesting requirements of Section 416(b) of the Internal Revenue Code pursuant to Section 8.4.
- (b) Special minimum benefit requirements of Section 416(c) of the Internal Revenue Code pursuant to Section 8.5.

Section 8.3. Determination of Top Heavy Status

(a) This Plan shall be a Top Heavy Plan for any Plan Year commencing after December 31, 1983, in which, as of the Determination Date,

- (1) The present value of accrued benefits of Key Employees and
- (2) The sum of the aggregate accounts of Key Employees under this Plan and all plans of an Aggregation Group exceeds sixty percent (60%) of the present value of accrued benefits and the aggregate accounts of all Key Employees and Non-Key Employees under this Plan and all plans of an Aggregation Group.

If any Participant is a Non-Key Employee for a Plan Year, but such Participant was a Key Employee for any prior Plan Year, such Participant's present value of accrued benefits and/or aggregate account balance shall not be taken into account for purposes of determining whether this Plan is a Top Heavy or Super Top Heavy Plan (or whether any Aggregation Group which includes this Plan is a Top Heavy Group). In addition, for Plan Years beginning after December 31, 1984, if a Participant or former Participant has not received any Annual Compensation from any Employer maintaining the Plan (other than benefits under the Plan) at any time during the five-year period ending on the Determination Date, the aggregate account and/or present value of accrued benefit for such Participant or former Participant shall not be taken into account for the purposes of determining whether this Plan is a Top Heavy Plan or Super Top Heavy Plan.

(b) This Plan shall be a "Super Top Heavy Plan" for any Plan Year commencing after December 31, 1983, in which, as of the Determination Date:

- (1) The present value of accrued benefits of Key Employees and

- (2) The sum of the aggregate accounts of Key Employees under this Plan and all plans of an Aggregation Group exceeds ninety percent (90%) of the present value of accrued benefits and the aggregate accounts of all Key Employees and Non-Key Employees under this Plan and all plans of an Aggregation Group.
- (c) A Participant's aggregate account as of the Determination Date shall be determined under applicable provisions of the defined contribution plan used in determining Top Heavy Plan status.
- (d) "Aggregation Group" means either a Required Aggregation Group or a Permissive Aggregation Group as hereinafter determined.
- (1) In determining a Required Aggregation Group hereunder, each plan of an Employer in which a Key Employee is a Participant, and each other plan of an Employer which enables any plan in which an Employee participates to meet the requirements of Sections 401(a)(4) and 410 of the Internal Revenue Code, will be required to be aggregated. Such group shall be known as a "Required Aggregation Group."

In the case of a Required Aggregation Group, each plan in the group will be considered a Top Heavy Plan if the Required Aggregation Group is a Top Heavy Group. No plan in the Required Aggregation Group is a Top Heavy Group if the Required Aggregation Group is not a Top Heavy Group.

- (2) An Employer may also include any other plan not required to be included in the Required Aggregation Group, provided the resulting group, taken as a whole, would continue to satisfy the provisions of Sections 401(a)(4) and 410 of the Internal Revenue Code. Such group shall be known as a "Permissive Aggregation Group."

In the case of a Permissive Aggregation Group, only a plan that is part of the Required Aggregation Group will be considered a Top Heavy Plan if the Permissive Aggregation Group is a Top Heavy Group. No plan in the Permissive Aggregation Group will be considered a Top Heavy Plan if the Permissive Aggregation Group is not a Top Heavy Group.

- (3) Only those plans of an Employer in which the Determination Dates fall within the same calendar year shall be aggregated in order to determine whether such plans are Top Heavy Plans.

(e) In the case of a defined benefit plan, a Participant's present value of accrued benefits shall be determined:

- (1) As of the most recent actuarial valuation date which is the most recent valuation date within a twelve-month period ending on the Determinate Date,
- (2) For the first Plan Year, as if:
 - (A) The Participant terminated service as of the Determination Date; or
 - (B) The Participant terminated service as of the actuarial valuation date, but taking into account the estimated present value of accrued benefits as of the Determination Date.
- (3) For any other Plan Year, as if the Participant terminated service as of the actuarial valuation date,
- (4) The actuarial valuation date must be the same date used for computing the defined benefit plan minimum funding costs, regardless of whether a valuation is performed in the Plan Year.

(f) The calculation of a Participant's present value of accrued benefits as of a Determination Date shall be the sum of the following:

- (1) The present value of accrued benefits using actuarial assumptions stated in the most recent actuarial valuation, and
- (2) Any Plan distributions made within the Plan Year that includes the Determination Date or within four preceding Plan Years. However, in the case of distributions made after the valuation date and prior to the Determination Date, such distributions are not included as distributions for Top Heavy purposes to the extent that such distributions are already included in the Participant's present value of accrued benefits as of the valuation date.

Notwithstanding anything herein to the contrary, all distributions, including distributions made prior to January 1, 1984, and distributions under a terminated plan which if it had not been terminated would have been required to be included in an Aggregation Group, will be counted.

- (3) Any Employee contribution, whether voluntary or mandatory. However, amounts attributable to tax deductible Qualified Voluntary Employee Contributions shall not be considered to be a part of the Participant's present value of accrued benefits.
 - (4) With respect to unrelated rollovers and plan-to-plan transfers (ones which are both initiated by the Employee and made from a plan maintained by one Employer to a plan maintained by another Employer), if this Plan provides for rollovers or plan-to-plan transfers, it shall always consider such rollover or plan-to-plan transfers as a distribution for purposes of this section. If this Plan is the plan accepting such rollovers or plan-to-plan transfers, it shall not consider such rollovers or plan-to-plan transfers accepted after December 31, 1983, as part of the Participant's present value of accrued benefits. However, rollovers or plan-to-plan transfers accepted prior to January 1, 1984, shall be considered as part of the Participant's present value of accrued benefits.
 - (5) With respect to related rollovers and plan-to-plan transfers (ones either not initiated by the Employee or made to a plan maintained by the same Employer), if this Plan provides the rollover or plan-to-plan transfer, it shall not be counted as a distribution for purposes of this section. If this Plan is the plan accepting such rollover or plan-to-plan transfer, it shall consider such rollover or plan-to-plan transfer as part of the Participant's present value of accrued benefits, irrespective of the date on which such rollover or plan-to-plan transfer is accepted.
- (g) "Top Heavy Group" means an Aggregation Group in which, as of the Determination Date, the sum of:
- (1) The present value of accrued benefits of Key Employees under all defined benefit plans included in the group, and
 - (2) The aggregate accounts of Key Employees under all defined contribution plans included in the group exceed sixty percent (60%) of a similar sum determined for all Participants.
- (h) Notwithstanding anything herein to the contrary, the effective date otherwise provided for herein for the application of Section 416 of the Internal Revenue Code to this Plan (Plan Years after December 31, 1983) shall be extended in accordance with any Federal law or regulatory authority.

Section 8.4. Top Heavy Vesting

- (a) Notwithstanding the determination of Vested Status in accordance with Section 6.8. of the Plan for any Top Heavy Plan Year, the Vested portion of any Participant's accrued benefit shall be determined on the basis of the Participant's number of Years of Vesting Service according to the following schedule:

Vesting Schedule	
Years of Vesting Service	Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5 or more	100%

- (b) If, in any subsequent Plan Year, the Plan ceases to be a Top Heavy Plan, the Trustees may elect to:
- (1) Continue to apply this Vesting schedule in determining the Vested portion of any Participant's accrued benefit, or
 - (2) Revert to the Vesting schedule in effect before this Plan became a Top Heavy Plan pursuant to Section 411(a)(10) of the Internal Revenue Code. The nonforfeitable percentage of the accrued benefit before the Plan ceased being Top Heavy, therefore must not be reduced and any Participant with three or more years of service must be given the option of remaining under the Top Heavy Vesting schedule. Any such reversion shall be treated as a Plan amendment.
- (c) The Top Heavy Vesting schedule does not apply to the accrued benefit of any Employee who does not have one Hour of Service after the Plan has initially become a Top Heavy Plan and such Employee's accrued benefit attributable to Employer contributions will be determined without regard to this Article.

Section 8.5. Top Heavy Benefit Requirements

- (a) The maximum accrued benefit derived from Employer contributions to be provided under the section for each Non-Key Employee who is a Participant shall equal the product of:

- (1) One-twelfth ($1/12^{\text{th}}$) of Annual Compensation averaged over the five consecutive "limitation years" (or actual number of "limitation years" if less) which produces the highest average, and
- (2) The lesser of
 - (A) Two percent (2%) multiplied by Years of Vesting Service, or
 - (B) Twenty percent (20%).
- (b) For purposes of providing the minimum benefit under Section 416 of the Internal Revenue Code, a Non-Key Employee who is not a Participant solely because:
 - (1) His Annual Compensation is below a stated amount, or
 - (2) He declined to make mandatory contributions to the Plan will be considered to be a Participant.
- (c) For purposes of this section, Years of Vesting Service for any Plan Year ending prior to January 1, 1984, or for any Plan Year during which the Plan was not a Top Heavy Plan shall be disregarded.
- (d) For purposes of this section, Annual Compensation for any "limitation year" ending prior to January 1, 1984, or subsequent to the last "limitation year" during which the Plan is a Top Heavy Plan shall be disregarded. The term "limitation year" means the Plan Year.
- (e) For purposes of this section, Annual Compensation shall have the meaning set forth in Section 1.415-2(d) of the Treasury Regulations, but in no event more than \$200,000 (as adjusted annually under Section 401(a)(17) of the Internal Revenue Code) per calendar year.
- (f) If the Plan provides for the normal retirement benefit to be paid in a form other than a single life annuity, the accrued benefit under this section shall be the Actuarial Equivalent of the minimum accrued benefit under Subsection (a) above pursuant to Section 3.20 of the Plan.
- (g) If payment of the minimum accrued benefit commences at a date other than Normal Retirement Age, the minimum accrued benefit shall be adjusted in accordance with Section 3.5 of the Plan.
- (h) If a Non-Key Employee participates in this Plan and a defined contribution plan included in a Required Aggregation Group which is top heavy, the minimum benefits shall be provided under this Plan.

- (i) To the extent required to be nonforfeitable under Section 6.8. of the Plan the minimum accrued benefit under this section may not be forfeited under Sections 411(a)(3)(B) or 411(a)(3)(D) of the Internal Revenue Code.

Section 8.6. Changes under EGTRRA

The following provisions are effective September 1, 2002, as "good faith" compliance with the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001:

- (a) The present values of accrued benefits and the amounts of account balances of an Employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Internal Revenue Code. In the case of a distribution made for a reason other than separation from service, or disability, this provisions shall be applied by substituting "5-year period" for "1-year period."
- (b) The accrued benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the determination date shall not be taken into account.
- (c) Employer matching contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of Section 416(c)(2) of the Internal Revenue Code and the Plan. The preceding sentence shall apply with respect to matching contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Employer matching contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of Section 401(m) of the Internal Revenue Code.
- (d) A Key Employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date was an officer of the Employer having annual compensation greater than \$130,000 (as adjusted under IRC §416(i)(1) for Plan Years beginning after December 31, 2002), a 5-

percent owner of the Employer, or a 1-percent owner of the Employer having annual compensation of more than \$150,000.. For this purpose, annual compensation means compensation within the meaning of IRC §415(c)(3). The determination of who is a Key Employee will be made in accordance with IRC §416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

- (e) For purposes of satisfying the minimum benefit requirements of IRC §416(c)(1) and in determining years of service with the Employer, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits (within the meaning of IRC §410(b)) no Key Employee or former Key Employee.

ARTICLE 9 NON-BARGAINED EMPLOYEES

Section 9.1. Employer

For purposes of identifying Highly Compensated Employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund for such employees, but not for determining covered service, the term "Employer" includes all members of an affiliated service group with the Employer within the meaning of Section 414(m) of the Internal Revenue Code and all other businesses aggregated with the Employer under Section 414(o) of the Internal Revenue Code.

For this purpose, an "Employer" also includes all corporations, trades or businesses under common control with the Employer within the meaning of Sections 414(b) and (c) of the Internal Revenue Code.

For all other purposes, the term "Employer" shall have the meaning stated at Section 1.10.

Section 9.2. Non-Bargained Employee

A "Non-Bargained Employee" means a person who is employed by an Employer and who is not covered by a Collective Bargaining Agreement, but is covered by another written agreement requiring Employer contributions on his behalf.

Section 9.3. Highly Compensated Employee

- (a) The term "Highly Compensated Employee" includes Highly Compensated Active Employees and Highly Compensated Former Employees of an Employer. Whether an individual is a Highly Compensated Employee is determined separately with respect to each Employer, based solely on that individual's compensation form or status with respect to that Employer.
- (b) A Highly Compensated Active Employee is an Employee of the Employer who performs service for the Employer during the determination year and who was:
 - (1) During the current or preceding year a 5% owner, or
 - (2) During the preceding year received compensation from an Employer in excess of \$80,000 (as indexed for inflation under Code Section 415(d)).
- (c) A Highly Compensated Former Employee is an Employee who separated from service, or was deemed to have separated, before the determination year, performs no service for the Employer during the determination year, and was a Highly Compensated Employee either for the separation year or for any determination year ending on or after the individual reaches age 55.

- (d) The "determination year" is the Plan Year for which the test is being applied, and the look-back year is the 12-month period immediately preceding that Plan Year.
- (e) The determination of who is a Highly Compensated Employee, will be in accordance with Section 141(q) of the Internal Revenue Code and the regulations thereunder.

Section 9.4. Vesting for Non-Bargained Employees

(a) Non-Bargained Employees

A Non-Bargained Employee who has at least one hour of Service after August 31, 1988 will attain Vested Status after accumulating five Years of Vesting Service in Non-Bargained Work, as defined below.

(b) Transfer Between Bargained and Non-Bargained Status

(1) If a Participant has worked at different times in employment covered by a Collective Bargaining Agreement ("Bargained Work") and in employment not covered by a Collective Bargaining Agreement ("Non-Bargained Work") the following rules shall apply.

(A) The maximum credit a Participant may receive for any Plan Year is one Year of Vesting Service. If a Participant works part of a Plan Year in Non-Bargained Work and part of a Plan Year in Bargained Work, the Participant will receive credit for the Plan Year as a Bargained Year if the majority of the hours of Service were in Bargained Work; and conversely, the Participant will receive credit for that Plan Year as a Non-Bargained Year if the majority of hours of Service were in Non-Bargained Work; provided, however, if an Employee works 1,000 hours of Service in Non-Bargained Work in a Plan Year, the Employee shall receive credit for that year as a Year of Vesting Service in Non-Bargained Work.

(B) A Participant to whom this paragraph applies will acquire Vested Status when the Participant's combined years of Vesting Service attributable to Bargained Work and Non-Bargained Work equal ten, or if sooner, when the Participant's Years of Vesting Service attributable to Non-Bargained Work equal five.

(c) **Break in Service**

Years of Vesting Service that are not taken into account because of a Permanent Break in Service do not count in determining a Participant's Vested Status.

Section 9.5. Nondiscrimination, Coverage, and Participation.

- (a) Effective September 1, 1989 participation in the Plan by Non-Bargained Employees shall be in compliance with Sections 401(a)(4) (nondiscrimination rules), 410(b) (coverage rules), and 401(a)(26) (minimum participation rules) of the Internal Revenue Code.
- (b) A Non-Bargained, Highly Compensated Employee shall not receive any Pension Credit (although vesting credit may be earned) for any Plan Year in which the Employer fails to meet the requirements of Sections 410(b) and 401(a)(26) of the Internal Revenue Code with respect to coverage and participation of Non-Bargained Employees. Section 401(a)(26) applies during any Plan Year in which there are less than 50 Participants, including Participants covered by a Collective Bargaining Agreement.

ARTICLE 10 AMENDMENTS

This Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement. However, no amendment may decrease the accrued benefit of any Participant, except:

- (a) As necessary to establish or maintain the qualification of the Plan or the Trust Fund under the Internal Revenue Code and to maintain compliance of the Plan with the requirements of ERISA, or
- (b) If the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(c)(8) of the Internal Revenue Code, and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, he failed to disapprove.

ARTICLE 11

SOCIAL SECURITY SUPPLEMENTAL BENEFIT

Section 11.1. Social Security Supplemental Benefit – Eligibility

Effective January 1, 1997, all current future Retirees who are eligible for a Regular Pension or Early Retirement Pension shall be entitled to a Social Security Supplemental Benefit. A Participant Retired on a Disability Pension shall not receive the Social Security Supplemental Benefit until he attains age fifty-five (55). The Social Security Supplemental Benefit payable to a Disability Pensioner shall be calculated like an Early Retirement Pension with a reduction for age.

The Social Security Supplemental Benefit is not payable to any current or future Retiree who is eligible for a Deferred Pension.

Section 11.2. Social Security Supplemental Benefit – Amount

- (a) The monthly amount of the Social Security Supplemental Benefit shall be \$10 per Pension Credit, provided, however, the monthly amount of the Social Security Supplemental Benefit shall not exceed the amount of the Participant's anticipated monthly Social Security Benefit. A Participant retiring between the ages of fifty-five (55) and sixty (60) shall have his Social Security Supplemental Benefit reduced five-ninths (5/9) of one percent (1%) for each month he is younger than age sixty (60).
- (b) A Participant's monthly Social Security Supplemental Benefit shall terminate on the last day of the month prior to the month in which the Participant attains age sixty-five (65).

Section 11.3. Social Security Supplemental Benefit – Surviving Spouse

- (a) If a Participant who has elected to have his monthly pension benefit paid in the form of a single life annuity, a fifty percent (50%) Husband-and-Wife Pension, a seventy-five percent (75%) Joint and Survivor Option, or a one hundred percent (100%) Joint and Survivor Option begins payment of the Social Security Supplemental Benefit and then dies, his Surviving Qualified Spouse, as defined in Subsection 5.1.(c) shall be entitled to fifty percent (50%) of the amount of the Social Security Supplemental Benefits payable to the Participant prior to his death, payable until the earlier of:
 - (1) The death of the surviving Qualified Spouse,
 - (2) The last day of the month prior to the month in which the Participant would have attained age sixty-five (65) had he lived, or

- (3) The last day of the month prior to the month in which the Surviving Qualified Spouse attains age sixty-five (65).
- (b) The monthly Social Security Supplemental Benefit payable to a Surviving Qualified Spouse under this Section 11.3., shall be payable commencing on the first day of the month following the month of the Participant's death.

Section 11.4. Social Security Supplemental Benefit – Miscellaneous

- (a) The Social Security Supplemental Benefit is intended to be a Social Security Supplement as that term is defined in Section 411(a)(9) of the Internal Revenue Code.
- (b) The Social Security Supplemental Benefit is not a Vested benefit and may be terminated at any time at the sole discretion of the Trustees, whether or not the Participant is in pay status.
- (c) No Participant shall have a Vested right to the Social Security Supplemental Benefit.

ARTICLE 12
PROCEDURES FOR QUALIFICATION OF
DOMESTIC RELATIONS ORDERS

Section 414(p) of the Internal Revenue Code and Section 206(d) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, require benefit plans which are subject to the provisions of the Retirement Equity Act of 1984 (REA) to adopt and implement procedures for qualifying Domestic Relations Orders. The following are the procedures to be used by the Plan to determine the qualified status of Domestic Relations Orders pursuant to Section 414(p) of the Internal Revenue Code and Section 206(d) of ERISA:

- (a) The Board of Trustees delegates to the Executive Committee the authority to make final decisions on all matters relating to the qualification of Domestic Relations Orders and the interpretation of Qualified Domestic Relations Orders.
- (b) The Administrative Manager shall notify the Fund Counsel immediately upon the receipt of a request for information to be utilized in a domestic relations case and/or upon the receipt of a subpoena to produce documents or to testify in a domestic relations proceeding. The Administrative Manager shall consult with Fund Counsel prior to responding to any request for information and/or subpoena relating to a domestic relations case.
- (c) Any Domestic Relations Order or proposed Order which involves the division of pension benefits shall be forwarded to the Administrative Manager by the Participant, Alternate Payee, or their representative(s), with a request that a determination of compliance with Federal law be made.
- (d) Upon receipt of any Domestic Relations Order or proposed Order involving the distribution of benefits, the Participant and each Alternate Payee shall be promptly notified of the receipt of such Order.
- (e) The Administrative Manager shall immediately transmit the Domestic Relations Order and all correspondence to Fund Counsel for an initial review and determination as to its compliance with Federal law.
- (f) Fund Counsel shall promptly notify the Participant and each Alternate Payee or their representatives of the Fund's QDRO procedures by providing a copy of these procedures for determining the qualified status of the Domestic Relations Order to the Participant, each Alternate Payee and/or their representatives. Within a reasonable period of time, Fund Counsel shall make

an initial determination as to whether such Order or proposed Order complies with Federal law and shall notify the Participant, each Alternate Payee and/or their representatives as well as the Administrative Manager of such determination. If said Domestic Relations Order is not qualifiable, Fund Counsel shall attempt to resolve the existing issues which prevent qualification of the Order by the Executive Committee with the Participant, Alternate Payee and/or their representatives.

(g) A Domestic Relations Order shall meet the following requirements in order for it to be a Qualified Domestic Relations Order.

(1) The Order shall be a judgment, decree, or order (including approval of a property settlement agreement) which relates to the provision of child support, spousal support payments, or marital property rights of an Alternate Payee, and shall be made pursuant to a state's domestic relations law (including community property law); and

(2) The Order shall assign to an Alternate Payee the right to receive all or a portion of the benefits payable to a Participant. The term "Alternate Payee" means any spouse, former spouse, child or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the pension benefits payable under the Plan to such Participant.

(3) Any Order entered prior to January 1, 1985, shall be considered a Qualified Domestic Relations Order. If the Order is entered on or after January 1, 1985, the Order shall also meet the requirements of Subsections (A) through (H), below:

(A) The Order shall specify the name and the last known mailing address of each Alternate Payee covered by the Order.

(B) The Order shall specify the Social Security numbers of the Participant and each Alternate Payee;

(C) The Order shall specify the amount or percentage of the Participant's benefits to be paid by the Fund to each such Alternate Payee, or the manner in which such amount or percentage is to be determined;

(D) The Order shall specify the number of payments or period of time to which the Order applies;

- (E) The Order shall state the proper legal name of each Plan (or predecessor plan) to which such Order applies;
 - (F) The Order shall not require the Fund to provide any type or form of benefit, or any option, not otherwise provided under the Plan;
 - (G) The Order shall not require the Plan to provide benefits in excess of the benefits to which the Participant would otherwise be entitled under the Plan, (determined on the basis of actuarial value); and,
 - (H) The Order shall not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another Order previously determined to be a Qualified Domestic Relations Order.
- (h) Upon making an initial determination that a Domestic Relations Order complies with Federal law, Fund Counsel shall transmit the Domestic Relations Order or proposed Order to the Fund Consultant and/or Actuary for a benefits report, an actuarial analysis and a determination as to whether the Order conforms to the provisions of the Plan.
 - (i) Within a reasonable period of time after receipt of the Domestic Relations Order or proposed Order, the Fund Consultant and/or Actuary shall issue a benefits report which shall include a calculation of benefits to be paid to the Participant and/or Alternate Payee, an actuarial analysis and a determination as to whether the Order conforms to the provisions of the Plan. The Fund's Consultant and/or Actuary shall notify Fund Counsel, in writing, of its determination.
 - (j) Upon receipt of the Fund Consultant's and/or Actuary's report, Fund Counsel shall notify the Administrative Manager, Participant and Alternate Payee and/or their representatives of the Fund Consultant's and/or Actuary's determinations. If the Order cannot be qualified, Fund Counsel shall consult with the appropriate parties to attempt to resolve the issues which prevent the qualification of the Order.
 - (k) Fund Counsel shall obtain, in writing, the position of the Participant and Alternate Payee and/or their representatives with regard to the accuracy of the Fund Consultant's interpretation of the Order, the calculation of benefits and other issues as determined by the Fund Consultant and/or Actuary.

- (l) Upon receipt of the parties' written positions, Fund Counsel shall issue an opinion as to whether the Domestic Relations Order or proposed Order complies with Federal law or whether any further action is necessary to obtain a qualified Order. If, in the opinion of Fund Counsel, the Order is qualifiable, Fund Counsel shall advise the Administrative Manager and recommend final review by the Executive Committee who shall issue the final determination as to the qualification of the Domestic Relations Order.
- (m) Upon the entry of the Qualified Domestic Relations Order by the Court, two (2) certified copies of said Order shall be transmitted to the Administrative Manager. The Administrative Manager shall establish a separate benefits file for the Alternate Payee and a certified copy of the Order shall be permanently retained by the Fund in the files for both the Participant and the Alternate Payee.
- (n) During the period that the Domestic Relations Order is being considered for qualification, the Fund shall not distribute benefits to either the Participant and/or Alternate Payee, except that, upon approval by the Executive Committee, the Fund shall distribute benefits to the Participant which are not in dispute.
- (o) If within the eighteen (18) month period following the date on which the first payment would be required to be made under the Domestic Relations Order, the Order is determined to be a Qualified Domestic Relations Order, the Fund shall pay any segregated amounts to the person(s) so entitled. However, if within the applicable eighteen (18) month period it is determined that the Order is not a Qualified Domestic Relations Order or an issue as to its qualification is not resolved, the Fund shall pay any segregated amounts to the person(s) so entitled had there been no order. Any determination made of a Qualified Domestic Relations Order after the applicable eighteen (18) month period shall be applied prospectively only.
- (p) Subsequent to the entry and upon acceptance of a Qualified Domestic Relations Order by the Administrative Manager, the parties are required to file an Application for Benefits as indicated in the Plan. Such Application for Benefits will be treated in the same manner as any other claim for benefits, including any applicable Claims Review and Appeal Procedures, as provided in the Plan. The Board of Trustees and/or the Executive Committee shall have the authority to interpret, construe and apply the provisions of the Qualified Domestic Relations Order and make all decisions concerning the Participant's or Alternate Payee's entitlement to benefits consistent with the Plan and the Qualified Domestic Relations Order.

APPENDIX

(Applicable to Distributions Prior to September 1, 2000)

Table 1

Social Security Paid at Age 62

Age	Option Factor
55	.4989
56	.5478
57	.6026
58	.6640
59	.7332
60	.8112
61	.8996

Table 2

Social Security Paid at Age 65

Age	Option Factor
55	.3573
56	.3923
57	.4316
58	.4756
59	.5251
60	.5810
61	.6443
62	.7162
63	.7982
64	.8921

Table 3

Annuity Factors for Converting Pension Payments*
Prior to Suspension of Benefits

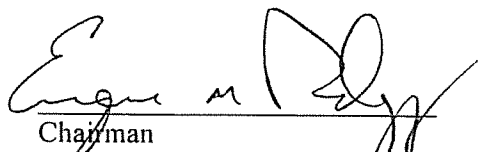
Age

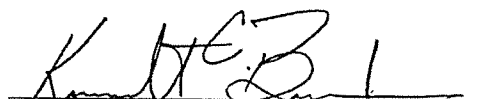
Years	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
55	125.71	125.55	125.39	125.22	125.06	124.90	124.74	124.57	124.41	124.25	124.08	123.92
56	123.76	123.59	123.42	123.25	123.08	122.92	122.75	122.58	122.41	122.24	122.07	121.91
57	121.74	121.56	121.39	121.21	121.04	120.87	120.69	120.52	120.34	120.17	119.99	119.82
58	119.65	119.47	119.29	119.11	118.93	118.75	118.57	118.39	118.21	118.03	117.85	117.67
59	117.49	117.30	117.12	116.93	116.75	116.56	116.38	116.19	116.01	115.82	115.64	115.45
60	115.27	115.08	114.89	114.70	114.51	114.32	114.13	113.94	113.75	113.56	113.37	113.18
61	113.00	112.80	112.61	112.42	112.22	112.03	111.84	111.64	111.45	111.26	111.06	110.87
62	110.68	110.48	110.28	110.09	109.89	109.69	109.50	109.30	109.10	108.90	108.71	108.51
63	108.31	108.11	107.91	107.71	107.51	107.31	107.12	106.92	106.72	106.52	106.32	106.12
64	105.92	105.71	105.51	105.31	105.11	104.91	104.70	104.50	104.30	104.10	103.90	103.69
65	103.49	103.29	103.09	102.88	102.68	102.48	102.28	102.07	101.87	101.67	101.47	101.26
66	101.06	100.86	100.66	100.45	100.25	100.05	99.85	99.65	99.44	99.24	99.04	98.84
67	98.63	98.43	98.23	98.03	97.83	97.63	97.43	97.23	97.03	96.83	96.63	96.43
68	96.23	96.03	95.83	95.63	95.43	95.24	95.04	94.84	94.64	94.44	94.24	94.04
69	93.85	93.65	93.45	93.26	93.06	92.87	92.67	92.47	92.28	92.08	91.89	91.69
70	91.49											

*Assumptions: 7.5% discount rate; GAM 71 (male) mortality table

SIGNATURES

IN WITNESS WHEREOF, the Trustees have herby adopted this Restated Local Union No. 124 I.B.E.W. Pension Trust Plan by affixing their signature as of this 19th day of December 2014.


Chapman


Secretary

LOCAL UNION NO. 124 I.B.E.W. PENSION TRUST FUND

**FIRST AMENDMENT TO THE PLAN
AS AMENDED AND RESTATED EFFECTIVE SEPTEMBER 1, 2014
(AMENDED THROUGH DECEMBER 31, 2014)**

WHEREAS, Article 10 of the Plan of the Local Union No. 124 I.B.E.W. Pension Trust Fund, as amended and restated effective September 1, 2014, provides that the Plan may be amended; and

WHEREAS, the Trustees desire to clarify certain provisions of the Plan;

NOW, THEREFORE, the restated Plan of the Local Union No. 124 I.B.E.W. Pension Trust Fund, shall be amended as follows:

**ARTICLE 3
PENSION ELIGIBILITY AND AMOUNT**

Section 3.15 (2) of Article 3 is amended by adding at the end thereof the following sentence:

Any remaining value payable to the Surviving Spouse, shall be paid over the lifetime of the Surviving Spouse and commencing when the Pre-retirement Surviving Spouse Pension would have begun, if the Surviving Spouse chose such option, but subject to paragraph (3).

Section 3.16 (b) is deleted in its entirety and replaced with the following:

However, if the Participant has a Surviving Spouse who is eligible for the Pre-retirement Surviving Spouse Pension in accordance with Section 5.3, the Surviving Spouse shall be given the choice as to which benefit is to be paid. If the Death Benefit is chosen,

- The value of the benefits paid shall be no less than that of the Pre-retirement Surviving Spouse Pension as described in Section 5.3;
- Any remaining value payable to the Surviving Spouse shall be paid over the lifetime of the Surviving Spouse; and
- Such remaining payment shall commence when the Pre-retirement Surviving Spouse Pension would have begun.

The Death Benefit, excluding the payment of the remaining value, shall be paid in a lump sum provided the total present value is not over \$5,000 (\$3,500 prior to September 1, 1999) or the Surviving Spouse consents in writing to that form of payment. Effective for any death on or after January 1, 2007, the lump sum payment shall not exceed \$10,000.

IN WITNESS WHEREOF, this amendment has been adopted and approved and duly executed by the parties hereto on the 31st day of March, 2015.

Executive Committee



Trustee



Trustee

LOCAL UNION NO. 124 I.B.E.W. PENSION TRUST FUND

**AMENDMENT NUMBER 2
(IRS REQUIRED AMENDMENT)
TO THE RESTATED PENSION PLAN**

WHEREAS, Article 10 of the Plan of the Local Union No. 124 I.B.E.W. Pension Trust Fund, as amended and restated effective September 1, 2014, provides that the Plan may be amended; and

WHEREAS, the Trustees desire to clarify certain Plan provisions already provided under the Plan and for the purpose of receiving a favorable determination letter from the Internal Revenue Service (IRS);

NOW, THEREFORE, the restated Plan of the Local Union No. 124 I.B.E.W. Pension Trust Fund, shall be amended as follows:

**ARTICLE 1
DEFINITIONS**

Section 1.8 of Article 1 is deleted in its entirety and replaced with the following:

“Compensation” with respect to any Participant means compensation that is currently includible in gross income as provided for under Section 414(s) of the Internal Revenue Code and as reported on IRS Form W-2. Effective for limitation years beginning after July 1, 2007, “compensation” shall include amounts paid to the employee by an employer by the later of; 2 ½ months after severance from employment or the end of the limitation year that includes the date of severance from employment if;

- (a) absent a severance from employment, such payments would have been paid to the employee while the employee continued in employment with the employer and was for regular compensation for services rendered during the employee's regular working hours; or

- (b) compensation was paid for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation.

Effective September 1, 1997, Compensation shall include any pre-tax deferrals under IRC Sections 401(k), 125, 403(b), 457 and effective September 1, 2001, Section 132(f).

ARTICLE 5

HUSBAND-AND-WIFE PENSION AND JOINT AND SURVIVOR OPTION

Section 5.8 of Article 5 is deleted in its entirety and replaced with the following:

The requirements of this subsection shall take precedence over any other provisions of the plan inconsistent herewith. Payment of the Husband-and-Wife Pension, the Pre-retirement Surviving Spouse Pension, and the death benefits and optional benefits provided under Sections 3.15., 3.16., 3.18., 3.19., and 5.5. shall commence no later than April 1 of the calendar year following the later of the calendar year in which the employee attains age 70 1/2 or the calendar year in which the employee retires from employment with the employer maintaining the plan, unless the employee is a 5% owner, in which case, payment of benefits shall commence no later than April 1 of the calendar year following the calendar year in which the employee attains age 70 , and payment of benefits shall comply with the provisions of Section 401(a)(9) of the Internal Revenue Code and the incidental benefit rule and the regulations prescribed under them, including sections 1.401(a)-2 through 1.401(a)-9.

ARTICLE 6
CLAIMS, BENEFIT PAYMENTS, AND RETIREMENT

Article 6 is amended to add Section 6.20 Minimum Distribution Requirements:

(a) General Rules.

(1) Effective Date.

The provisions of this subsection will apply for purposes of determining required minimum distributions beginning on or after January 1, 2003.

(2) Precedence.

The requirements of this subsection will take precedence over any inconsistent provisions of the Plan.

(3) Requirements of Treasury Regulations Incorporated.

All distributions required under this subsection will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Internal Revenue Code.

(4) TEFRA Section 242(b)(2) Elections.

Notwithstanding the other provisions of this subsection, other than Section 6.20(a)(3), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) Time and Manner of Distribution.

(1) Required Beginning Date.

The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(2) Death of Participant Before Distributions Begin.

If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- (A) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70-1/2), if later.
- (B) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (C) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (D) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this subsection 6.20(b)(2), other than Section 6.20(b)(2)(A), will apply as if the surviving Spouse were the Participant.

For purposes of this subsection 6.20(b)(2) and subsection 6.20(e), distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 6.20(b)(2)(D) applies, the date distributions are required to begin to the surviving Spouse under Section 6.20(b)(2)(D)(A)). If annuity payments irrevocably commence to the

Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 6.20(b)(2)(A), the date distributions are considered to begin is the date distributions actually commence.

(3) Form of Distribution.

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Subsections 6.20(c), (d) and (e). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Internal Revenue Code and the Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Internal Revenue Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Internal Revenue Code and the Treasury regulations that apply to individual accounts.

(c) Determination of Amount to be Distributed Each Year.

(1) General Annuity Requirements.

If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

- (A) the annuity distributions will be paid in periodic payments made at intervals not longer than one (1) year;
- (B) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Subsection 6.20(d) or (e);

- (C) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
 - (D) payments will either be non-increasing or increase only as follows:
 - (i) by an annual percentage increase that does not exceed the annual percentage increase in cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - (ii) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Subsection 6.20(d) dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Internal Revenue Code;
 - (iii) to provide cash refunds of Employee contributions upon the Participant's death; or
 - (iv) to pay increased benefits that result from a Plan amendment.
- (2) Amount Required to be Distributed by Required Beginning Date.
The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Subsection 6.20(b)(2)(A) or (B) is the payment that is required for one (1) payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the

Participant's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(3) Additional Accruals After First Distribution Calendar Year.

Any additional benefits accruing to the Participant in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements For Annuity Distributions That Commence During Participant's Lifetime.

(1) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse.

If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary; annuity payments to be made on or after the Participant's Required Beginning Date to the Designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

(2) Period Certain Annuities.

Unless the Participant's Spouse is the sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's

lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Subsection 6.20(d)(2) or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary.

If the Participant dies before the date distribution of his or her interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Subsection 6.20(b)(2)(A) or (B), over the life of the Designated Beneficiary or over a period certain not exceeding:

- (A) unless the annuity starting date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary

determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

- (B) if the annuity starting date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.

(2) No Designated Beneficiary.

If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin.

If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this subsection 6.20(e) will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Subsection 6.20(b)(2)(A).

(f) Definitions.

(1) Designated Beneficiary.

The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9) of the Treasury regulations.

(2) Distribution Calendar Year.

A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year, which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Subsection 6.20(b)(2).

(3) Life Expectancy.

Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(4) Required Beginning Date.

The date specified in Section 1.32 of the Plan.

ARTICLE 8 TOP HEAVY PROVISIONS

Section 8.3 of Article 8 is deleted in its entirety and replaced with the following:

(a) This Plan shall be a Top Heavy Plan for any Plan Year commencing after December 31, 1983, in which, as of the Determination Date,

- (1) The present value of accrued benefits of Key Employees and
- (2) The sum of the aggregate accounts of Key Employees under this Plan and all plans of an Aggregation Group exceeds sixty percent (60%) of the present value of accrued benefits and the aggregate accounts of all Key Employees and Non-Key Employees under this Plan and all plans of an Aggregation Group.

If any Participant is a Non-Key Employee for a Plan Year, but such Participant was a Key Employee for any prior Plan Year, such Participant's present value of accrued benefits and/or aggregate account balance shall not be taken into account for purposes of determining whether this Plan is a Top Heavy Plan (or whether any Aggregation Group which includes this Plan is a Top Heavy Group). In

addition, for Plan Years beginning after December 31, 1984, if a Participant or former Participant has not received any Annual Compensation from any Employer maintaining the Plan (other than benefits under the Plan) at any time during the five-year period ending on the Determination Date, the aggregate account and/or present value of accrued benefit for such Participant or former Participant shall not be taken into account for the purposes of determining whether this Plan is a Top Heavy Plan.

(b) A Participant's aggregate account as of the Determination Date shall be determined under applicable provisions of the defined contribution plan used in determining Top Heavy Plan status.

(c) "Aggregation Group" means either a Required Aggregation Group or a Permissive Aggregation Group as hereinafter determined.

(1) In determining a Required Aggregation Group hereunder, each plan of an Employer in which a Key Employee is a Participant, and each other plan of an Employer which enables any plan in which an Employee participates to meet the requirements of Sections 401(a)(4) or 410 of the Internal Revenue Code, will be required to be aggregated. Such group shall be known as a "Required Aggregation Group."

In the case of a Required Aggregation Group, each plan in the group will be considered a Top Heavy Plan if the Required Aggregation Group is a Top Heavy Group. No plan in the Required Aggregation Group is a Top Heavy Group if the Required Aggregation Group is not a Top Heavy Group.

(2) An Employer may also include any other plan not required to be included in the Required Aggregation Group, provided the resulting group, taken as a whole, would continue to satisfy the provisions of Sections 401(a)(4) and 410 of the Internal Revenue Code. Such group shall be known as a "Permissive Aggregation Group."

In the case of a Permissive Aggregation Group, only a plan that is part of the Required Aggregation Group will be considered a Top Heavy Plan if the Permissive Aggregation Group is a Top Heavy Group. No plan in the Permissive Aggregation Group will be considered a Top Heavy Plan if the Permissive Aggregation Group is not a Top Heavy Group.

- (3) Only those plans of an Employer in which the Determination Dates fall within the same calendar year shall be aggregated in order to determine whether such plans are Top Heavy Plans.
- (d) In the case of a defined benefit plan, a Participant's present value of accrued benefits shall be determined:
 - (1) As of the most recent actuarial valuation date which is the most recent valuation date within a twelve-month period ending on the Determinate Date,
 - (2) For the first Plan Year, as if:
 - (A) The Participant terminated service as of the Determination Date; or
 - (B) The Participant terminated service as of the actuarial valuation date, but taking into account the estimated present value of accrued benefits as of the Determination Date.
 - (3) For any other Plan Year, as if the Participant terminated service as of the actuarial valuation date,
 - (4) The actuarial valuation date must be the same date used for computing the defined benefit plan minimum funding costs, regardless of whether a valuation is performed in the Plan Year.
- (e) The calculation of a Participant's present value of accrued benefits as of a Determination Date shall be the sum of the following:
 - (1) The present value of accrued benefits using actuarial assumptions stated in the most recent actuarial valuation, and

- (2) Any Plan distributions made within the Plan Year that includes the Determination Date or within four preceding Plan Years. However, in the case of distributions made after the valuation date and prior to the Determination Date, such distributions are not included as distributions for Top Heavy purposes to the extent that such distributions are already included in the Participant's present value of accrued benefits as of the valuation date.

Notwithstanding anything herein to the contrary, all distributions, including distributions made prior to January 1, 1984, and distributions under a terminated plan which if it had not been terminated would have been required to be included in an Aggregation Group, will be counted.

- (3) Any Employee contribution, whether voluntary or mandatory. However, amounts attributable to tax deductible Qualified Voluntary Employee Contributions shall not be considered to be a part of the Participant's present value of accrued benefits.
- (4) With respect to unrelated rollovers and plan-to-plan transfers (ones which are both initiated by the Employee and made from a plan maintained by one Employer to a plan maintained by another Employer), if this Plan provides for rollovers or plan-to-plan transfers, it shall always consider such rollover or plan-to-plan transfers as a distribution for purposes of this section. If this Plan is the plan accepting such rollovers or plan-to-plan transfers, it shall not consider such rollovers or plan-to-plan transfers accepted after December 31, 1983, as part of the Participant's present value of accrued benefits. However, rollovers or plan-to-plan transfers accepted prior to January 1, 1984, shall be considered as part of the Participant's present value of accrued benefits.
- (5) With respect to related rollovers and plan-to-plan transfers (ones either not initiated by the Employee or made to a plan maintained by the same Employer), if this Plan provides the rollover or plan-to-plan transfer, it shall not be counted as a distribution for purposes of this section. If this Plan is the plan accepting such rollover or plan-to-plan transfer, it shall consider such rollover or plan-to-plan transfer as part of the Participant's present value of accrued benefits,

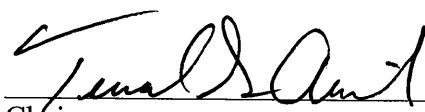
irrespective of the date on which such rollover or plan-to-plan transfer is accepted.


- (f) "Top Heavy Group" means an Aggregation Group in which, as of the Determination Date, the sum of:
- (1) The present value of accrued benefits of Key Employees under all defined benefit plans included in the group, and
 - (2) The aggregate accounts of Key Employees under all defined contribution plans included in the group exceed sixty percent (60%) of a similar sum determined for all Participants.
- (g) Notwithstanding anything herein to the contrary, the effective date otherwise provided for herein for the application of Section 416 of the Internal Revenue Code to this Plan (Plan Years after December 31, 1983) shall be extended in accordance with any Federal law or regulatory authority.

Section 8.6(a) of Article 8 is deleted in its entirety and replaced with the following:

The present values of accrued benefits and the amounts of account balances of an Employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Internal Revenue Code. In the case of a distribution made for a reason other than severance from employment, or disability, this provisions shall be applied by substituting "5-year period" for "1-year period."

IN WITNESS WHEREOF, this amendment has been adopted and approved and duly executed by the parties hereto on the 22 day of September, 2015.


Chairman


Secretary

LOCAL UNION NO. 124 I.B.E.W. PENSION TRUST FUND

**THIRD AMENDMENT TO THE PLAN
AS AMENDED AND RESTATED EFFECTIVE SEPTEMBER 1, 2014
(AMENDED THROUGH DECEMBER 31, 2014)**

WHEREAS, Article 10 of the Plan of the Local Union No. 124 I.B.E.W. Pension Trust Fund, as amended and restated effective September 1, 2014, provides that the Plan may be amended; and

NOW, THEREFORE, the restated Plan of the Local Union No. 124 I.B.E.W. Pension Trust Fund, shall be amended as follows:

**ARTICLE 3
PENSION ELIGIBILITY AND AMOUNT**

Section 3.3 (a) of Article 3 is amended by adding the following row to the beginning of the table:

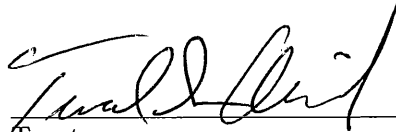
Annuity Starting Date	Work Requirements	Accrual Rate
On or after September 1, 2015	Earned at least one Pension Credit after August 31, 2014	\$53.00 for all Pension Credits back to a one-year accrual rate break; prior Pension Credits are calculated at the rates shown below unless the Participant earns additional Pension Credits, equal to the number of consecutive one-year breaks


Section 3.3 (b) of Article 3 is amended by adding the following paragraph at the end of the subsection:

Effective September 1, 2015, Pensioners on the rolls as of August 31, 2015, except for those who were receiving a Deferred Pension or a Beneficiary of a Participant who was receiving a Deferred Pension, received an increase of 3.9% in their pension amounts. A Participant who Retires on or after September 1, 2015, with a benefit amount based on an accrual rate of less than \$53.00 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns at least one Pension Credit.

IN WITNESS WHEREOF, this amendment has been adopted and approved and duly executed by the parties hereto on the 7th day of December, 2015.

Executive Committee


Trustee


Trustee

LOCAL UNION NO. 124 I.B.E.W. PENSION TRUST FUND
FOURTH AMENDMENT TO THE PLAN
AS AMENDED AND RESTATED EFFECTIVE SEPTEMBER 1, 2014
(AMENDED THROUGH DECEMBER 31, 2014)

WHEREAS, Article 10 of the Plan of the Local Union No. 124 I.B.E.W. Pension Trust Fund, as amended and restated effective September 1, 2014, provides that the Plan may be amended; and

WHEREAS, the Trustees desire to clarify certain provisions of the Plan;

NOW, THEREFORE, the restated Plan of the Local Union No. 124 I.B.E.W. Pension Trust Fund, shall be amended, effective April 1, 2018, as follows:

ARTICLE 6
CLAIMS, BENEFIT PAYMENTS, AND RETIREMENT

Section 3(d) of Article 6 is amended by being replaced in its entirety, and shall read as follows:

- (d) For Disability Pension claims submitted on or after April 1, 2018, the following claims and appeal procedures shall apply.

1. Initial Adverse Benefit Determinations

- i. The claimant shall submit a claim in writing, and shall be notified of an initial adverse benefit determination within forty-five (45) days after receipt of the claim by the Plan. This period may be extended for up to the thirty (30) days, provided that extension is necessary due to matters beyond the control of the Plan and the claimant is notified of the extension prior to the expiration of the initial forty-five (45) day period. A second thirty (30) day extension is possible if it is again out of the Plan's control and the claimant is notified prior to the expiration of the first thirty (30) day extension. Notifications to the claimant of extensions must describe the circumstances which are out of the Plan's control, and give an expected date in which a decision will be made. If the Plan requires additional information from the claimant to render a decision, then the claimant will be given forty-five (45) days within which to provide the specified information.
- ii. The initial adverse benefit determination shall contain a discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - (i) The views presented by the claimant to the plan from health care professionals treating the claimant and vocational professionals who evaluated the claimant;

(ii) The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and

(iii) A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration.

- iii. If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, the initial adverse benefit determination shall contain either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.
- iv. The initial adverse benefit determination shall be provided in a culturally and linguistically appropriate manner when claimant's address is in a county where 10 percent or more of the population is literate only in the same non-English language.

3. Adverse Benefit Determination on Review

- i. Before an adverse benefit determination on review is issued, the claimant shall be provided, free of charge, with any new or additional evidence considered, relied upon, or generated by the plan, insurer, or other person making the benefit determination (or at the direction of the plan, insurer or such other person) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided in order to give the claimant a reasonable opportunity to respond prior to that date.
- ii. Before the plan can issue an adverse benefit determination on review based on new or additional rationale, the claimant shall be provided, free of charge, with the rationale; the rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided in order to give the claimant a reasonable opportunity to respond prior to that date.
- iii. The adverse benefit determination on review shall include a discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - (i) The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
 - (ii) The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's adverse benefit

determination, without regard to whether the advice was relied upon in making the benefit determination; and

(iii) A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration;


- iv. The adverse benefit determination on review shall be provided in a culturally and linguistically appropriate manner when claimant's address is in a county where 10 percent or more of the population is literate only in the same non-English language.
- v. The adverse benefit determination on review shall contain a statement describing any voluntary appeal procedures offered by the plan and the claimant's right to obtain the information about such procedures, and a statement of the claimant's right to bring an action within two (2) years of the denial, under section 502(a) of the Act. This statement shall also include the calendar date in which the contractual limitations period expires for the claim.
- vi. If the plan fails to strictly adhere to all the requirements of this section with respect to a claim, the claimant is deemed to have exhausted the administrative remedies available under the plan, except as provided in paragraph (vii) below. Accordingly, the claimant is entitled to pursue any available remedies under section 502(a) of the Act on the basis that the plan has failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim. If a claimant chooses to pursue remedies under section 502(a) of the Act under such circumstances, the claim or appeal is deemed denied on review without the exercise of discretion by an appropriate fiduciary.
- vii. Notwithstanding paragraph (vi) above, the administrative remedies available under a plan with respect to claims for disability benefits will not be deemed exhausted based on *de minimis* violations that do not cause, and are not likely to cause, prejudice or harm to the claimant so long as the plan demonstrates that the violation was for good cause or due to matters beyond the control of the plan and that the violation occurred in the context of an ongoing, good faith exchange of information between the plan and the claimant. This exception is not available if the violation is part of a pattern or practice of violations by the plan. The claimant may request a written explanation of the violation from the plan, and the plan must provide such explanation within 10 days, including a specific description of its bases, if any, for asserting that the violation should not cause the administrative remedies available under the plan to be deemed exhausted. If a court rejects the claimant's request for immediate review under paragraph (vi) above on the basis that the plan met the standards for the exception under this the claim shall be considered as re-filed on appeal upon the plan's receipt of the decision of the court. Within a reasonable time after the receipt of the decision, the plan shall provide the claimant with notice of the resubmission.

- viii. The adverse benefit determination on review shall not afford deference to the initial adverse benefit determination and shall be conducted by an appropriate named fiduciary of the plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.
- ix. In deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.
- x. The Plan shall ensure that the health care professional engaged for purposes of a consultation under paragraph (ix) above shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.
- xi. The claimant shall have one hundred eighty (180) days following receipt of a notification of an adverse benefit determination within which to appeal the determination.

IN WITNESS WHEREOF, this amendment has been adopted and approved and duly executed by the parties hereto on the 19 day of March, 2018.

Executive Committee


Trustee


Trustee

LOCAL UNION NO. 124 I.B.E.W. PENSION TRUST

**AMENDMENT NUMBER 5
TO THE PLAN DOCUMENT**

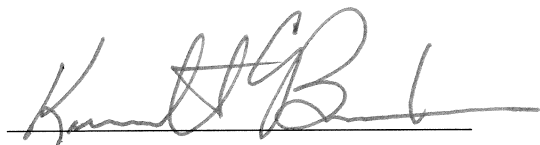
Effective 9/10/18, the following subsection shall be added to Section 6, entitled "Claims, Benefit Payments, and Retirement", as the new subsection 6.4:

Mandatory Litigation Venue

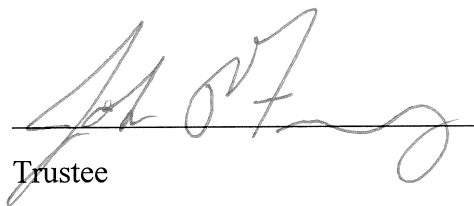
A participant or beneficiary shall bring an action in connection with the Plan only in the United States District Court for the Western District of Missouri.

Further, the prior subsection 6.4 shall be renumbered as 6.5, and so forth.

Executed at Kansas City, Missouri, this 10th day of September, 2018.



Trustee



Trustee

LOCAL UNION NO. 124 I.B.E.W. PENSION TRUST FUND

**SIXTH AMENDMENT TO THE PLAN
AS AMENDED AND RESTATED EFFECTIVE SEPTEMBER 1, 2014
(AMENDED THROUGH DECEMBER 31, 2014)**

WHEREAS, Article 10 of the Plan of the Local Union No. 124 I.B.E.W. Pension Trust Fund, as amended and restated effective September 1, 2014, provides that the Plan may be amended; and

NOW, THEREFORE, the restated Plan of the Local Union No. 124 I.B.E.W. Pension Trust Fund, shall be amended as follows:

**ARTICLE 3
PENSION ELIGIBILITY AND AMOUNT**

Section 3.3 (a) of Article 3 is amended by adding the following row to the beginning of the table:

Annuity Starting Date	Work Requirements	Accrual Rate
On or after September 1, 2018	Earned at least one Pension Credit after August 31, 2017	\$54.00 for all Pension Credits back to a one-year accrual rate break; prior Pension Credits are calculated at the rates shown below unless the Participant earns additional Pension Credits, equal to the number of consecutive one-year breaks

Section 3.3 (b) of Article 3 is amended by adding the following paragraph at the end of the subsection:

Effective September 1, 2018, Pensioners on the rolls as of August 31, 2018, except for those who were receiving a Deferred Pension or a Beneficiary of a Participant who was receiving a Deferred Pension, received an increase of 1.9% in their pension amounts. A Participant who Retires on or after September 1, 2018, with a benefit amount based on an accrual rate of less than \$54.00 per Pension Credit will not have his pension amount increased unless he returns to Covered Employment and earns at least one Pension Credit.

IN WITNESS WHEREOF, this amendment has been adopted and approved and duly executed by the parties hereto on the 18th day of March, 2019.

Executive Committee


Trustee


Trustee

LOCAL UNION NO. 124 I.B.E.W. PENSION TRUST FUND

**SEVENTH AMENDMENT TO THE
PLAN AS AMENDED AND RESTATED EFFECTIVE SEPTEMBER 1, 2014
(AMENDED THROUGH DECEMBER 31, 2014)**

WHEREAS, Article 10 of the Local Union No. 124 I.B.E.W. Pension Trust Fund, as amended and restated effective September 1, 2014, provides that the Plan may be amended; and

WHEREAS, it is the desire of the Trustees to amend the Plan;

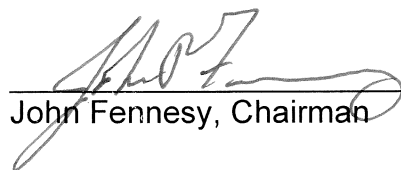
BE IT RESOLVED, the Board of Trustees hereby approves Amendment No. 7 to the Local Union No. 124 I.B.E.W. Pension Trust Fund effective for Domestic Relations Orders submitted on or after February, 23, 2021

NOW, THEREFORE, Article 12, Subsection (m) is hereby amended by deleting in its entirety and replacing it with the following new Subsection (m) to read as follows:


- (m) Upon entry of the Qualified Domestic Relations Order by the Court, the parties shall submit one true and accurate copy of said Order, which means a certified copy of said Order or an (electronic or paper) copy of said Order entered by the Court. Fund Counsel may independently obtain a true and accurate copy of said Order in lieu of the parties' submission of same. The Administrative Manager shall establish a separate benefits file for the Alternate Payee and a true and accurate copy of the Order shall be permanently retained by the Administrative Manager in the files for both the Participant and the Alternate Payee.

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment effective as specified above and executed this Amendment No. 7 to the Local Union No. 124 I.B.E.W. Pension Trust Fund (as amended and restated effective September 1, 2014) on this 23rd day of February, 2021.

UNION TRUSTEE


John Fennesy, Chairman

EMPLOYER TRUSTEE


Kenneth C. Borden, Secretary

LOCAL UNION NO. 124 I.B.E.W. PENSION TRUST FUND

**EIGHTH AMENDMENT TO THE PLAN
AS AMENDED AND RESTATED EFFECTIVE SEPTEMBER 1, 2014
(AMENDED THROUGH DECEMBER 31, 2014)**

WHEREAS, Article 10 of the Plan of the Local Union No. 124 I.B.E.W. Pension Trust Fund, as amended and restated effective September 1, 2014, provides that the Plan may be amended; and

NOW, THEREFORE, the restated Plan of the Local Union No. 124 I.B.E.W. Pension Trust Fund, shall be amended as follows:

**ARTICLE 6
CLAIMS, BENEFIT PAYMENTS, AND RETIREMENT**

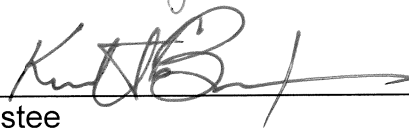
Effective March 1, 2021, Section 6.6(a)(1) shall be deleted and replaced with the following:

(1) The monthly benefit shall be suspended for any month in which the Participant is employed in Disqualifying Employment before he has attained Normal Retirement Age. "Disqualifying Employment" for the period before Normal Retirement Age is defined as employment within the geographic area covered by the Plan which is (i) employment in work regularly performed by Electricians or by any Building Trades craftsmen; (ii) self-employment in the same or related business as any Contributing Employer; or (iii) employment or self-employment in any work which is or may be under the jurisdiction of the Local Union and employment with any Contributing Employer.

Effective March 1, 2021, Section 6.6(b)(3)(B) shall be deleted, and Section 6.6(b)(3)(A) shall be renumbered as Section 6.6(b)(3).

IN WITNESS WHEREOF, this amendment has been adopted and approved and duly executed by the parties hereto on the 18th day of August, 2021.


Trustee


Trustee