

**Pension Plan of the Local 697 I.B.E.W.
& Electrical Industry Pension Fund**

Restated as of January 1, 2014

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Introduction

This restatement of the Plan is effective as of January 1, 2014. The terms of this restated Plan shall not apply to employees whose final period of employment for which contributions were made to the Fund terminated prior to January 1, 2014, except as specifically provided. The right to benefits of any Employee of an Employer participating in the Plan shall be determined solely by the provisions of the Plan as it existed on the last date of employment for which contributions were made to the Fund.

Pension Plan of the Local 697, I.B.E.W.

& Electrical Industry Pension Fund

Article 1

Definitions

1.01 Actuarial Present Value

- (a) For lump-sum payments under this Plan on or after January 1, 2008, the “Actuarial Present Value” of a benefit shall be determined using the “applicable interest rate” and the “applicable mortality table” consistent with IRC §417(e), based on the Stability Period and Lookback Month of the Plan immediately preceding the Plan Year that the lump sum occurs.

For purposes of this definition, the following terms shall apply:

- Lookback Month – the month used to determine the Applicable Interest Rate. The Lookback Month is the second full calendar month preceding the first day of the Stability Period. The Lookback Month is November (as published in December) immediately preceding the Plan Year that the lump sum occurs.
 - Stability Period – the period for which the Applicable Interest Rate remains constant. The Stability Period is one Plan Year.
- (b) For lump-sum payments under this Plan on or after January 1, 2000 and before January 1, 2008, the “Actuarial Present Value” of a benefit shall be based on the interest rate for 30-year Treasury Securities (the “Applicable Interest Rate”) and the Mortality Table specified in Code Section 417(e)(3)(A)(ii)(I)
- (c) For converting the normal form of benefit to all optional forms and pursuant to a Qualified Domestic Relations Order, except lump-sum payments, unless otherwise specified in the Plan, the “Actuarial Present Value” of a benefit shall be determined using the interest rate of 7%.
- (d) For lump-sum payments prior to January 1, 2000 and converting the form of benefit to all optional forms, unless otherwise specified in the Plan, the mortality assumption shall be based on the 1971 Group Annuity Mortality Table weighted as follows:

- (1) for a Participant's benefit, 100% male and 0% female;
 - (2) for the benefit of a Participant's spouse or former spouse.
- (e) For lump-sum payments made prior to January 1, 2000, the "Actuarial Present Value" of a benefit shall be determined by using the interest rate used (as of the first day of the calendar year in which the distribution is made) by the Pension Benefit Guaranty Corporation for purposes of determining the present value of a lump-sum distribution on plan termination (without a Notice of Sufficiency).
- (f) "Actuarial Equivalence" means two benefits of equal "Actuarial Present Value" based on the actuarial factors and assumptions specified in the provision in which the phrase is used or, if not otherwise specified, based on the assumptions described in this Section.

1.02 Association

The Northern Indiana Chapter, National Electrical Contractors Association, Inc.

1.03 Calendar Year (Plan Year)

The period from January 1 to the next December 31. For purposes of ERISA regulations, the Calendar Year (Plan Year) shall serve as the vesting computation period and benefit accrual computation period, and after the initial period of employment, the computation period for eligibility to participate in the Plan.

1.04 Code

The Internal Revenue Code of 1986, as amended from time to time.

1.05 Contributing Employer or Employer

- (a) "Contributing Employer" or "Employer" means:
- (i) the members of the Association; or
 - (ii) employers who now or hereafter have agreements which obligate them to make contributions to the Trust Fund; or
 - (iii) employers who have no collective bargaining agreement with the Union but who nevertheless acknowledge in writing the Union as the collective bargaining representative of the Employees performing work of the type

specified under the collective bargaining agreement between the Union and the Association.

- (b) In addition, the following shall be considered “Contributing Employers” with respect to their full-time Employees for whom contributions are made at the same rate as is made by Employers, and who agree to assume the additional obligations and responsibilities as set forth in the Trust Agreement for Employers.
 - (i) Local Union No. 697, International Brotherhood of Electrical Workers;
 - (ii) Lake County, Indiana, N.E.C.A., Health and Benefit Plan;
 - (iii) Local 697, I.B.E.W., Electrical Industry Pension Fund;
 - (iv) Local 697, I.B.E.W., Electrical Industry Apprenticeship and Training Trust;
 - (v) Local 697, I.B.E.W. Credit Union.
- (c) For purposes of Vesting Service, Employer shall be deemed to include:
 - (i) corporations which are members of a controlled group of corporations, which controlled group includes the Employer, to the extent required by Section 414(b) of the Code; and
 - (ii) businesses which are under common control with the Employer to the extent required by Section 414(c) of the Code; and
 - (iii) businesses which are members, with the Employer, of an affiliated service group, to the extent required by Section 414(m) of the Code.
- (d) An Employer shall also include a predecessor employer to the extent required by Section 414(a)(i) of the Code.
- (e) For purposes of accrual of Pension Credit 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.

1.06 Contribution Period

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 contribution period began September 1, 1964.

1.07 Continuous Employment

For vesting purposes only under Section 3.02(b), two periods of employment are Continuous Employment if there is no quit, discharge, or other termination of employment between the periods.

1.08 Covered Employment

The employment for which an Employer or Contributor is obligated to contribute to the Pension Fund during the Contribution Period with respect to the particular Employee. For periods prior to the Contribution Period, Covered Employment means work at jobs which, if performed during the Contribution Period, would have resulted in contributions being payable to the Pension Fund as a result of such employment with respect to the particular Employee.

1.09 Employee

A person who presently is or was employed in Covered Employment.

1.10 Pensioner

A person to whom a pension under the Plan is being paid or to whom a pension would be paid but for time for administrative processing.

1.11 Pension Plan or Plan

This document as adopted by the Trustees and as thereafter amended by the Trustees.

1.12 Pension Fund

The Trust Fund created by the Trust Agreement and shall mean generally monies and other things of value which comprise the corpus and contributions to the Pension Fund.

1.13 Service

For purposes of determining an “hour of Service” with respect to Years of Vesting Service only (as distinguished from credited hours for benefit purpose), and for participation purposes each Employee will be credited with an hour of Service for each hour:

- (a) 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 computation period or periods in which the duties are performed; and
- (b) for which an Employee is paid, or entitled to payment, by an Employer, directly or indirectly, during which no duties are performed, including payments for disability from the Lake County Indiana N.E.C.A., I.B.E.W. Benefit Fund, but excluding any time compensated under a worker's or workmen's compensation or unemployment compensation law or a plan pursuant to a mandatory disability benefits law and excluding any hours of non-work time in excess of 501 in any one continuous period. Two periods of paid non-work time shall be deemed continuous if they are compensated for the same reason (e.g., disability) and are not separated by at least ninety days. These hours shall be credited to the employee for the computation period or periods in which the nonperformance period occurred; and
- (c) 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.

For purposes of vesting service, all service with an employer as defined in Subsections 1.05(c) and (d) of the Plan will be counted.

1.14 Trust Agreement

The Agreement and Declaration of Trust establishing the Local 697, I.B.E.W. and Electrical Industry Pension Fund dated effective as of December 1, 1964 and as thereafter amended.

1.15 Trustees

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

1.16 Union

Local No. 697, International Brotherhood of Electrical Workers.

1.17 Work

A period in which an Employee performed services and for which he was paid or entitled to payment.

Article 2

Participation

2.01 Purpose

This Article contains definitions to meet certain requirements of ERISA. Once an Employee has become a Participant, the provisions of the 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.

2.02 Participant

“Participant” means (a) a Pensioner, (b) an Employee who meets the requirements for participation in the Plan as set forth in this Article 2, and (c) a former Employee who has acquired a right to a pension under this Plan.

2.03 Participation

An Employee who is engaged in Covered Employment during the Contribution Period shall become a Participant in the Plan on the earliest January 1 or July 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 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.

The initial eligibility computation period shall be the 12-consecutive month period following the Employee’s employment commencement date with an Employer. If the Employee does not meet the participation requirements during the initial eligibility computation period, subsequent eligibility computation periods shall begin with the Plan Year which includes the first anniversary of the Employee’s employment commencement date.

2.04 Termination of Participation

A person who incurs a One-Year Break in Service (defined in Section 3.03) shall cease to be a Participant as of the last day of the Calendar Year which constituted the One-Year

Break, unless such Participant is a Pensioner or has acquired the right to a pension, whether immediate or deferred.

2.05 Reinstatement of Participation

An Employee who has lost his status as a Participant in accordance with Section 2.04 shall again become a Participant by meeting the requirements of Section 2.03 on the basis of Service after the Calendar Year during which his participation terminated or by completing 400 hours of work in Covered Employment during a Calendar Year for which contributions are made to the Fund. An Employee who meets these requirements shall be considered a Participant retroactively as of 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 Calendar Year in which he incurred his last One-Year Break in Service.

2.06 Year of Participation

For purposes of compliance with Regulation 2530.200b-2 (b), (c) and (f) of the Department of Labor, a “Year of Participation” means a Calendar Year in which a Participant has completed 2,000 hours of work in Covered Employment during a Contribution Period.

Article 3

Pension Credits and Years of Vesting Service

3.01 Pension Credits

(a) For Employment before January 1, 1976

(i) During the Contribution Period

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

| <u>Hours of Work in Covered Employment during Calendar Year</u> | <u>Pension Credit</u> |
|--|------------------------------|
| Less than 450 Hours | No Credit |
| 450 to 899 Hours | One Quarter (1/4) |
| 900 to 1,349 Hours | Two Quarters (1/2) |
| 1,350 to 1,799 Hours | Three Quarters (3/4) |
| 1,800 or more Hours | Four Quarters (1) |

(ii) Before the Contribution Period

(A) Pension Credit is recognized for the years of work in Covered Employment before the Contribution Period in jobs for which contributions to the Pension Fund would have been paid in accordance with the Collective Bargaining Agreement if the Pension Fund had existed at that time. For periods before the Contribution Period, an Employee shall be credited with Pension Credit based on his hours of Work in Covered Employment in each Calendar Year in accordance with the schedule set forth in Section 3.01(a)(i).

(B) It is recognized that it may be difficult for an Employee to prove that he worked in Covered Employment over the many years before the Contribution Period. Therefore, the Trust shall determine the amount of Pension Credit of an Employee before the Contribution Period based on the best available evidence including

records of the Lake County, Indiana, N.E.C.A. - I.B.E.W. Health and Benefit Plan, Union, Employers, Income Tax returns, etc.

(C) The decision of the Trustees as to the amount of Pension Credits before the Contribution Period to be granted to an Employee shall be final and binding.

(b) **For Employment after December 31, 1975**

(Applies to Retirements on and after September 1, 1986)

For periods after December 31, 1975 and before January 1, 1986, a Participant shall be credited with Pension Credit on the basis of his hours of Work in Covered Employment on which contributions to the Pension Fund were made in accordance with the following schedule:

| Hours of Work in Covered Employment in Calendar Year (Between December 31, 1975 and January 1, 1986) | Pension Credit |
|---|-----------------------|
| Less than 400 Hours | No Credit |
| 400 Hours to 599 Hours | Three-tenths (3/10) |
| 600 Hours to 799 Hours | Four-tenths (4/10) |
| 800 Hours to 999 Hours | Five-tenths (5/10) |
| 1,000 Hours to 1,199 Hours | Six-tenths (6/10) |
| 1,200 Hours to 1,399 Hours | Seven-tenths (7/10) |
| 1,400 Hours to 1,599 Hours | Eight-tenths (8/10) |
| 1,600 Hours to 1,799 Hours | Nine-tenths (9/10) |
| 1,800 Hours or More | One Full Credit |

If in a Calendar Year, a Participant completes a Year of Vesting Service but less than 400 hours of Work in Covered Employment he shall be credited with a pro-rated portion of a full Pension Credit in the ratio of his hours of Work in Covered Employment to 2,000 hours.

For periods after December 31, 1985 and before January 1, 1989, a Participant shall be credited with Pension Credit on the basis of his hours of Work in Covered Employment after December 31, 1985 on which contributions to the Pension Fund were made in accordance with the following schedule:

**Hours of Work in Covered
Employment in Calendar Year
(Between December 31, 1985**

and January 1, 1989)

Pension Credit

| | |
|----------------------------|---------------------|
| Less than 200 Hours | No Credit |
| 200 Hours to 399 Hours | Two-tenths (2/10) |
| 400 Hours to 599 Hours | Three-tenths (3/10) |
| 600 Hours to 799 Hours | Four-tenths (4/10) |
| 800 Hours to 999 Hours | Five-tenths (5/10) |
| 1,000 Hours to 1,199 Hours | Six-tenths (6/10) |
| 1,200 Hours to 1,399 Hours | Seven-tenths (7/10) |
| 1,400 Hours to 1,599 Hours | Eight-tenths (8/10) |
| 1,600 Hours to 1,799 Hours | Nine-tenths (9/10) |
| 1,800 Hours or More | One Full Credit |

If in a Calendar Year after December 31, 1985, a Participant completes a Year of Vesting Service but less than 200 hours of Work in Covered Employment he shall be credited with a pro-rated portion of a full Pension Credit in the ratio of his hours of Work in Covered Employment to 2,000 hours.

For periods after December 31, 1988, a Participant shall be credited with Pension Credit on the basis of his hours of Work in Covered Employment after December 31, 1988 on which contributions to the Pension Fund were made in accordance with the following schedule:

**Hours of Work in Covered
Employment in Calendar Year**

after December 31, 1988

Pension Credit

| | |
|----------------------------|---------------------|
| Less than 200 Hours | No Credit |
| 200 Hours to 399 Hours | Three-tenths (3/10) |
| 400 Hours to 599 Hours | Four-tenths (4/10) |
| 600 Hours to 799 Hours | Five-tenths (5/10) |
| 800 Hours to 999 Hours | Six-tenths (6/10) |
| 1,000 Hours to 1,199 Hours | Seven-tenths (7/10) |
| 1,200 Hours to 1,399 Hours | Eight-tenths (8/10) |
| 1,400 Hours to 1,599 Hours | Nine-tenths (9/10) |
| 1,600 Hours or More | One Full Credit |

If in a Calendar Year after December 31, 1988, a Participant completes a Year of Vesting Service but less than 200 hours of Work in Covered Employment he shall

be credited with a pro-rated portion of a full Pension Credit in the ratio of his hours of Work in Covered Employment to 2,000 hours.

(c) Rollover of Hours for Additional Pension Credit

If the Participant has earned at least 20 Years of Pension Credit, the following is applicable:

With respect to retirements after 1975 only, if a Participant has in excess of 1,800 hours of Work in Covered Employment for which contributions were received in any Calendar Year, the number of hours in excess of 1,800 shall be applied to the hours worked in the immediately preceding and/or the immediately succeeding Calendar Year so as to generate additional Pension Credit for the Participant if he has less than a full year's Pension Credit in either of such years. In no event shall a Participant be entitled to earn more than one (1) full Pension Credit per Calendar Year and a Participant shall not be entitled to receive additional Pension Credits in both the preceding and succeeding Calendar Years based on the same excess hours of Work in Covered Employment. Effective January 1, 1989 for retirements on and after January 1, 1989 hours earned in excess of 1,600 hours may thereafter be rolled over as set forth in this Subsection (i).

(d) Excess Hours for Additional Pension Credit

If, after the hours of Work are deducted as described in section (c) above, a Participant still has in excess of 1,800 hours of Work in Covered Employment in a Calendar Year between September 1, 1964 and December 31, 1980, the hours in excess of the 1,800 hours of Work may be added to the Participant's hours of Work in any Plan Calendar Year in the six-year period January 1, 1981 through December 31, 1986 in which the Participant has at least 400 hours of Work. Effective January 1, 1989 for retirements on and after January 1, 1991 the hours in excess of 1,600 hours of Work may be added to the Participant's hours of Work in any Plan Calendar Year in which the Participant has at least 400 hours of Work for which contributions were paid. No more than one (1) Pension Credit can be granted in any Calendar Year based on a Participant's hours of Work or hours of Work plus rollover of hours.

(e) Pension Credits for Vested and Normal Retirement Pensions

For Vested and Normal Retirement Pensions, no Pension Credit shall accrue for years of employment before the Contribution Period, nor for years of employment during the Contribution Period in which the Participant has not completed at least 1,000 hours of Service. The rollover of hours provision described in Section 4.01(c) shall not be applied in determining the amount of a Vested or Normal Retirement Pension. However, excess hours credited under Section 4.01(c)(ii) can be used.

(f) Pension Credits for Non-Work Periods

A Participant who has Pension Credit earned during the Contribution Period shall receive further Pension Credit in accordance with Sections 4.01(a)(i) and 4.01(b) for periods of absence from Covered Employment during the Contribution Period:

- (i) During periods of disability for which Weekly Accident and Sickness Benefits have been received by the Participant attributable to eligibility based upon contributions to the Lake County, Indiana, N.E.C.A. - I.B.E.W. Health and Benefit Plan while in Covered Employment.
- (ii) During periods of disability arising in Covered Employment for which Workers' Compensation benefits were received by the Participant.

With respect to the above periods of disability, a Participant shall be credited with 40 hours of Work in Covered Employment for each week he is disabled and receiving disability benefits.

With respect to any of the Credits granted in accordance with the provisions of this Section 4.01(e), no more than a total of two (2) Pension Credits may be granted to any Participant over the full period of his participation in the Plan.

(g) Credit for Military Service

A Participant who meets the conditions in this Subsection (f) shall earn Pension Credits and Vesting Service for "qualified military service" for a period of up to five years (unless a longer period is required under Federal Law). The Participant

will be credited with hours of work in Covered Employment based on his average hours for all completed calendar months in the year in which he terminated Covered Employment to enter the military. If he did not have any completed months in the current year, then the preceding year shall be used to calculate the average. The hours granted under this Section shall not exceed 1,600 (1,800 prior to 1989).

(i) To be considered “qualified military service”, such service must meet the definition set forth in the Uniform Services Employment and Reemployment Rights Act (“USERRA”) or military service under any predecessor statute provided the Employee entered the uniformed services immediately after termination of Covered Employment, had at least one hour of service in the 90 days preceding this entry into military service, and complies with all of the applicable requirements of USERRA (or applicable Federal Law) which shall include but not be limited to:

(A) receiving an honorable discharge; and

(B) reapplying for Covered Employment within 90 days of discharge or such other period as provided for in USERRA.

(ii) Credit for military service granted above and under Section 5.03(e) shall be paid out of the Trust Fund assets, and shall not be charged to individual Employers.

(h) Credit for Apprenticeship Training School

A Participant shall receive Pension Credit when he is in attendance at the Local 697, I.B.E.W. Electrical Industry Apprenticeship Training School during the regular work day of a regular work week. For this purpose, each hour of attendance shall be considered as an hour of Work in Covered Employment provided however that no hours of actual work in Covered Employment is reported for the same such hours.

(i) Limitations of Annual Pension Credit

Under no circumstances shall a Participant be entitled to more than one (1) full Pension Credit per Calendar Year.

(j) Critical Status and Pension Credit

Notwithstanding anything in this Plan to the contrary, in the event the Plan is certified by the Plan's actuary to be in critical status within the meaning of Code section 432 and ERISA Section 305, any Employer surcharges paid to the Plan because of such status shall not generate any additional Pension Credits or be used in the calculation of any Participant's benefit amount.

(k) Burden of Proof

The burden of proof lies with the Participant to establish his entitlement to underreported or unreported hours of Covered Employment. If the Participant believes that his Employer has underreported or failed to report his hours of Work of Covered Employment, the Participant must present evidence satisfactory to the Trustees to receive credit for such hours.

3.02 Years of Vesting Service

(a) General Rule

Subject to the following subsections, a Participant shall be credited with one (1) Year of Vesting Service for each Calendar 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.

(b) Additions

After December 31, 1975, if a Participant works for a Contributing Employer in a job not covered by the Plan and such employment is Continuous Employment with his employment with that Employer in Covered Employment, his hours of Service in such non-covered job during the Contribution Period shall be counted toward a Year of Vesting Service.

(c) Exceptions

A Participant shall not be entitled to credit toward a Year of Vesting Service for the following periods:

- (i) Years preceding a Permanent Break in Service as defined in Section 3.03(d) for periods prior to 1976.

- (ii) Years preceding a Permanent Break in Service as defined in Section 3.03(c).
- (iii) Years prior to 1976 if the Participant failed to work in Covered Employment for more than 500 hours in 1975 unless such Participant earns one Year of Vesting Service in any year after 1975 prior to incurring a Permanent Break in Service as defined in Section 3.03.

3.03 Break in Service

(a) General

A Break in Service may be temporary, subject to repair by a sufficient amount of subsequent service. A longer Break may be permanent as described in this Section 3.03.

(b) One-Year Break in Service

- (i) A person has a One-Year Break in Service in any Calendar Year in which he fails to complete 400 hours of Service in Covered Employment.
- (ii) Hours of Service with a Contributing Employer in Non-Covered Employment after December 31, 1975 if creditable under Section 3.02(b) shall be counted as if it were in Covered Employment in determining whether a Break in Service has been incurred.
- (iii) 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 re-enters participation as provided in Section 2.04.

More specifically:

- (A) Participation is restored in accordance with the provisions of Section 2.05; and
- (B) previously earned Years of Vesting Service and Pension Credits are restored.

Nothing in this paragraph (iii) shall change the effect of a Permanent Break in Service.

(c) Permanent Break in Service after December 31, 1975

A person has a Permanent Break in Service if he has consecutive One-Year Breaks in Service, including at least one after December 31, 1975, that equal or exceed the number of full Years of Vesting Service with which he had been credited.

In any event, however, a person shall not incur a Permanent Break in Service after December 31, 1985 until his consecutive One-Year Breaks equal at least five.

(d) Permanent Break in Service before 1976

A person shall have incurred a Permanent Break in Service if before January 1, 1976 he failed to earn one-quarter of Pension Credit in three consecutive Calendar Years during the Contribution Period.

(e) Effect of Permanent Break in Service

If a person who has not earned at least 20 Pension Credits (including at least 5 during the Contribution Period) or, effective on or after January 1, 1976 and prior to January 1, 1998, 10 Years of Vesting Service or, effective January 1, 1998 (or effective January 1, 1987 for non-bargained employees) five (5) Years of Vesting Service has a Permanent Break in Service:

- (i) his previous Pension Credits and Years of Vesting Service are cancelled, and
- (ii) his Participation is cancelled, new participation being subject to the provisions of Section 2.03.

3.04 Grace Periods

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 complete either the required hours of employment or hours of Service in the specified period of time due to the following:

- (a) Total disability in which case a Grace Period of up to two consecutive Calendar Years will be allowed during which the disability continues. Total disability for

the purpose of this section of the Plan is to be determined to the total satisfaction of the Trustees on the basis of medical evidence.

- (b) During the Contribution Period, acceptance of full-time employment with the Union or the International Union with whom the Union is affiliated. This Grace Period will continue for the duration of such employment providing the Participant returns to Covered Employment and earns Pension Credits prior to retirement.
- (c) During the Contribution Period for periods of work as a full-time electrical inspector of a municipal government within the geographic jurisdiction of the Union.
- (d) Solely for the purpose of determining whether a Break in Service has occurred, the absence of an Employee from Service by reason of:
 - (i) her pregnancy;
 - (ii) birth of a child of the Employee;
 - (iii) placement of a child with the Employee in connection with his or her adoption of the child; or
 - (iv) care for such child for a period beginning immediately after such birth or placement

shall be credited as hours of Service to the extent that hours of Service would have been credited but for such absence (or, where that cannot be determined, eight hours of Service per day of absence) to a maximum of 501 hours for each such pregnancy, childbirth, or placement. The hours so credited shall be applied to the Calendar Year in which such absence begins, if doing so will prevent the Employee from incurring a One-Year Break in Service in that Calendar Year; otherwise, they shall be applied to the next Calendar Year. The Trustees may require, as a condition for granting such credit, that the Employee establish in timely fashion and to the satisfaction of the Trustees that the Employee is entitled to such credit. This subsection shall apply only to absences that begin after December 31, 1985.

- (e) Any leave of absence granted by an Employer, up to 12 weeks, that qualified under the Family and Medical Leave Act (FMLA) will not be counted as a Break in Service for purposes of determining eligibility and vesting.

Article 4

Normal and Regular Retirement

4.01 Normal Retirement Age

“Normal Retirement Age” means the later of the time a Plan Participant attains age 65 or the age of the Participant on the fifth anniversary of his Participation. Participation before a Permanent Break in Service shall not be counted.

4.02 Normal Retirement Eligibility

A Participant shall have a right to a Normal Retirement Pension if he has 5 Years of Vesting Service, provided he is a Participant as of January 1, 1998, or for a former Participant he has reinstated his participation on or after January 1, 1998, pursuant to Article 2 of the Plan or he is a Participant on or after the date he attained Normal Retirement Age. A Normal Retirement Pension shall be payable after the Participant has attained Normal Retirement Age.

4.03 Regular Pension - Eligibility

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

- (a) For retirements effective on or after January 1, 1987 he has attained age 62; for retirements effective on or after January 1, 1983 he has attained age 64; for retirements effective prior to January 1, 1983 he has attained age 65; and
- (b) he has at least 20 Pension Credits.

4.04 Regular Pension - Amount

- (a) The Regular Pension amount for retirements shall be determined by multiplying the Participant’s Pension Credits (subject to any maximums) by the monthly benefit accrual rate in effect at the time of retirement or at the time an individual left Covered Employment (as explained below), whichever occurs first, in accordance with the following schedule:

| <u>Date of Retirement or Date Left Covered Employment</u> | <u>Monthly Benefit Accrual Rate</u> |
|--|--|
| Prior to September 1, 1968 | \$ 4.75 |

| | |
|---|---------|
| Between September 1, 1968 and August 31, 1970 | 6.50 |
| Between September 1, 1970 and August 31, 1972 | 7.50 |
| Between September 1, 1972 and December 31,1974 | 10.00 |
| Between January 1, 1975 and December 31,1976 | 13.00 |
| Between January 1, 1977 and December 31,1978 | 15.00 |
| Between January 1, 1979 and August 31, 1981 | 17.50 |
| Between September 1, 1981 and December 31, 1982 | 20.00 |
| Between January 1, 1983 and December 31,1986 | 22.00 |
| Between January 1, 1987 and December 31,1988 | 24.00 |
| Between January 1, 1989 and December 31,1990 | 27.00 |
| Between January 1, 1991 and December 31,1992 | 28.00 |
| Between January 1, 1993 and December 31,1993 | 29.00 |
| Between January 1, 1994 and December 31,1994 | 30.00 |
| Between January 1, 1995 and December 31,1995 | 31.00 |
| Between January 1, 1996 and December 31,1997 | 33.00 |
| Between January 1, 1998 and December 31,1998 | 37.00 |
| Between January 1, 1999 and December 31,1999 | 41.00 |
| Between January 1, 2000 and December 31,2000 | 45.00 |
| Between January 1, 2001 and December 31,2001 | 48.00 |
| Between January 1, 2002 and December 31,2002 | 52.00 |
| Between January 1, 2003 and December 31,2008 | 61.00 |
| Between January 1, 2009 and December 31,2012 | 63.00 |
| Between January 1, 2013 and December 31,2013 | 65.50 |
| On and After January 1, 2014 | \$67.50 |

- (b) For the purpose of determining the monthly benefit accrual rate, a Participant shall be deemed to have left Covered Employment at the beginning of the period during which he failed to earn: 3/10 Pension Credit in three (3) consecutive Calendar Years for the period after January 1, 1989; 2/10 Pension Credit in three (3) consecutive Calendar Years for the period between January 1, 1986 and December 31, 1988; or one (1) full Pension Credit in three (3) consecutive Calendar Years for the period between January 1, 1976 and December 31, 1985; or, 1/4 Pension Credit in three (3) consecutive Calendar Years for the Period before January 1, 1976.
- (c) If a Participant subsequently returns to Covered Employment and earns additional Pension Credit, the additional Pension Credit shall be multiplied by the monthly benefit accrual rate in effect when the additional Pension Credit was earned and

the resulting amount shall be added to the Participant's pension benefit with the sum to be paid as the monthly pension benefit amount.

- (d) Nothing herein shall prohibit the Trustees from periodically increasing benefits for retirees and/or beneficiaries.
- (e) No more than a total of 40 Pension Credits, including 20 Pension Credits before the Contribution Date, shall be counted in determining the Regular Pension amount for those who first retired prior to September 1, 1970, with no such limitation for those who retired, or retire, on and after September 1, 1970.

4.05 Rounding of Benefit Amounts

If the calculation of any benefit amount due under the Plan results in an amount which is not an exact multiple of \$.50, then the amount so calculated shall be rounded by raising it to the next higher multiple of \$.50 and the rounded amount shall be payable.

4.06 Small Benefit Cashouts

Notwithstanding any other provision of this Plan, if the Actuarial Present Value of a benefit payable under the Plan is \$5,000 or less as of the date payment would start, the Trustees will pay it in a single sum equal to that value. For this purpose, Actuarial Present Value shall be determined under Section 1.01. This section shall not apply after payment of the Participant's pension has begun unless the Participant consents in writing to the single-sum distribution.

4.07 Lump-Sum Readjustment Allowance

- (a) A Participant eligible to receive a Regular, Early Retirement or Disability Pension may elect at retirement to have his monthly pension benefit actuarially adjusted, so that he may receive at retirement a monthly pension benefit in a lower amount in return for a lump-sum payment, subject to the limitation that the monthly pension benefit amount may not be reduced by more than 10%.
- (b) However, a Participant who has a Qualified Spouse may not elect the Lump-Sum Readjustment Allowance described in this section unless the Spouse consents in writing to such an election and the consent is witnessed by a notary public or a designated Plan representative.

- (c) The lump-sum amount a Participant shall receive shall be the Actuarial Present Value of the lump-sum as determined under Section 1.01.

4.08 Increased Pension Payments to Pensioners

Prior to this restatement, increased pension payment of the monthly pension amount payable to a pensioner as of the previous December 31 became effective:

| Effective Date <u>January 1</u> | Pension Multiplier |
|---------------------------------------|-----------------------|
| 1987 | 1.050 |
| 1989 | 1.080 |
| 1993 | 1.035 |
| 1994 | 1.028 |
| 1995 | 1.030 |
| 1996 | 1.025 |
| 1998 | 1.030 |
| 1999 | 1.030 |
| 2000 | 1.045 |
| 2001 | 1.040 |
| 2002 | 1.055 |
| 2003 | 1.020 |
| 2013 | 1.020 |
| 2014 | 1.020 |

4.09 Supplemental Pension Payments

In the month of January 2009, Pensioners on the pension roll as of December 31, 2008 and who are eligible to receive a pension as of January 1, 2009 will receive an additional check in the same amount as their monthly pension benefit for the month of December, 2008.

4.10 General Description

This Article sets forth the eligibility conditions and benefit amounts for the pensions provided by the Plan. The accumulation and retention of Pension Credits for eligibility are described and subject to the provisions of Article 3. Entitlement of an eligible Participant to receive pension benefits is subject to his retirement and application for benefits, as provided in Article 6.

Article 5
Early Retirement

5.01 Early Retirement Pension - Eligibility

A Participant may retire on an Early Retirement Pension if he meets the following requirements:

- (a) For retirements effective on or after January 1, 1987, he has attained at least age 55 but less than age 62; for retirements effective on or after January 1, 1983, he has attained at least age 55 but less than age 64; for retirements effective prior to January 1, 1983 he has attained at least age 55 but less than age 65, and
- (b) he has at least 20 Pension Credits.

5.02 Early Retirement Pension - Amount

The monthly amount of the Early Retirement Pension is the amount of the Regular Pension reduced by the following for each month the Participant's Effective Date of pension precedes his attainment of the age required for a Regular Pension as outlined below:

- (a) For effective date of Pension on or after January 1, 2014 or having left Covered Employment (as described in 3.03(b)): one-eighth of one percent between the ages of 55 and 62.

A History of the Plan's Early Retirement Factors

| Participant's effective date of Pension | | Monthly Reduction |
|---|-----------------|--|
| <u>On or after</u> | <u>Before</u> | |
| (a) January 1, 2013 | January 1, 2014 | one-tenth of one percent between the ages of 55 and 62 |
| (b) January 1, 1991 | January 1, 2013 | one-twelfth of one percent between the ages of 55 and 62 |
| (c) January 1, 1987 | January 1, 1991 | one-quarter of one percent between the ages of 55 and 62 |
| (d) January 1, 1983 | January 1 1987 | one-quarter of one percent between the ages of 55 and 64 |
| (e) July 1, 1980 | January 1, 1983 | one-quarter of one percent between the ages of 55 and 65 |
| (f) | July 1, 1980 | one-half of one percent between the ages of 60 and 65, plus one-quarter of one percent between the ages of 55 and 60 |

Article 6
Vested Retirement

6.01 Vested Pension - Eligibility (Nonforfeitability)

- (a) ERISA requires that certain of the benefits under this plan be vested (in the term used in the Act, “nonforfeitable”).
- (b) Vested Status is earned as follows:
 - (i) The normal retirement benefit to which an Employee is entitled under the provisions of this Plan shall become nonforfeitable upon his attainment of Normal Retirement Age.
 - (ii) A Participant acquires Vested Status after completion of ten Years of Vesting Service (five years on or after January 1, 1998) or five Years of Vesting Service for non-bargained employees with one hour of Service after 1987 (except of course, for Years of Vesting Service that are not taken into account because of a Break in Service).
- (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:
 - (i) When the amendment was adopted,
 - (ii) when the amendment became effective, or
 - (iii) 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 Years of Vesting Service.

6.02 Vested Retirement Pension

- (a) A Participant shall have the right to a Vested Pension if on and after January 1, 1976, he has credit for at least 10 Years of Vesting Service, or if on or after January 1, 1998, he has credit for at least 5 Years of Vesting as defined in Article 4 (5 Years of Vesting Service for non-bargained employees who have one hour of service on or after December 31, 1987.).
- (b) Vested Pension shall be payable as outlined below:
 - (i) If the effective date of Pension is on or after January 1, 1987, after the Participant has attained age 62 with at least 10 Years of Vesting Service or on or after January 1, 1998 age 65 with at least five (5) but less than 10 Years of Vesting Service
 - (ii) If the effective date of the Pension is on or after January 1, 1983 but before January 1, 1987, after the Participant has attained age 64.
 - (iii) If the effective date of the Pension is prior to January 1, 1983, after the Participant has attained Normal Retirement Age.

6.03 Vested Pension - Amount

The monthly benefit amount of the Vested Retirement Pensions shall be determined on the same basis as the Regular Pension, except rollover of hours as described in Section 3.01(c) shall not be credited toward the Vested Retirement Pensions. Excess hours credited under Section 3.01(d) shall be counted toward the Vested Pension amount.

The benefit rates to be used in calculating the Vested Retirement Pensions will be based on the rates in effect at the time the Participant left Covered Employment.

Article 7
Disability Retirement

7.01 Disability Pension - Eligibility

A Participant may retire on a Disability Pension if he:

- (a) is totally disabled,
- (b) earned at least one (1) full Pension Credit in the three (3) consecutive Calendar Years immediately preceding his retirement, and
- (c) has at least twenty (20) Pension Credits or at least ten (10) Years of Vesting Service.

7.02 Disability Pension - Amount

The monthly amount of the Disability Pension is determined as follows:

- (a) If a Participant who meets the eligibility requirements for a Disability Pension has less than 20 Pension Credits, his Disability Pension amount is determined as follows:
 - (i) The Disability Pension amount will be calculated the same as the Vested Pension if the Participant is age 64 or older (age 62 or older for retirements on and after January 1, 1987) based on the Participant's Pension Credits.
 - (ii) The Disability Pension amount will be calculated the same as the Early Retirement Pension amount if the Participant is younger than age 64 (age 62 for retirements on and after January 1, 1987), but age 55 or older, based on the Participant's Pension Credits.
 - (iii) The Disability Pension amount for totally disabled Participant younger than age 55 will be calculated the same as the Early Retirement Pension amount based on the Participant's Pension Credits as though the Participant had attained age 55 at retirement.

- (b) If the totally disabled Participant has at least 20 Pension Credits, the monthly amount of the Disability Pension shall be the same as the Regular Pension.
- (c) Payment of the Disability Pension shall begin no earlier than the sixth month of total disability.

7.03 Totally Disabled

Totally disabled means the Participant is totally unable, as a result of bodily injury or disease, to engage in any further employment or gainful pursuit as demonstrated by a determination by the Social Security Administration that the Participant is entitled to a Social Security Disability Benefit in connection with his Old Age and Survivor's Insurance Coverage. The Trustees shall determine total disability and the entitlement to a Disability Pension hereunder on the basis of such medical evidence.

7.04 Earnings by a Disability Pensioner

A Disability Pensioner shall report all and any earnings or income from any employment and the source thereof to the Trustees, in writing, within 15 days after the end of any month in which he has such earnings or income. If a Disability Pensioner fails to make timely reports as required in this Section, he shall be disqualified for benefits for twelve months in addition to the month or months in which he had earnings from employment or other gainful pursuit. This penalty shall apply to each such violation unless the Trustees determine there were extenuating circumstances which prevented the Pensioner from making such timely filings.

7.05 Cessation of Total Disability

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

- (a) apply for an Early Retirement benefit, provided he has fulfilled the age requirements for such Early Retirement benefit. The Early Retirement benefit shall become payable for the month immediately following the month in which the Disability Pension shall terminate, and the amount of the Early Retirement Pension shall be based upon the benefit accrual rate utilized in calculating his Disability Pension and on the attained age of the Pensioner as of the date he first entered retirement on an Early Retirement Pension; or

(b) return to Covered Employment and resume the accrual of Pension Credits.

Article 8

Husband-and-Wife and Surviving Spouse Pensions

8.01 General

- (a) Effective January 1, 1985, a pension payable to a married Participant is to be paid as a Husband-and-Wife Pension unless the Spouse is not a Qualified Spouse as defined Section 8.02.
- (b) If a married Participant with a right to a pension, whether immediate or deferred, dies after January 1, 1983 but before his pension payments have started, a Pre-Retirement Surviving Spouse Pension shall be payable as described as described in this Article.

8.02 Qualified Spouse

“Qualified Spouse” means a person to whom a Participant is considered married for at least one year prior to the commencement of his retirement or his death, if earlier, under applicable law and, if and to the extent provided in a Qualified Domestic Relations Order (within the meaning of Section 206(d) of the Employee Retirement Income Act of 1974 (otherwise referred to as ERISA) and 414(p) of the Code), a Participant’s former Spouse.

8.03 Husband-and-Wife Pension at Retirement

Normal Form: The pension of a Participant who is married to a Qualified Spouse on the date his pension payments start shall be paid in the form of a Husband-and-Wife Pension. This includes a Disability Pension that is payable. Otherwise, the benefit is payable for the lifetime of the participant.

- (a) On or after January 1, 1989, a Husband-and-Wife Pension for a Participant who retires on a Regular, Early Retirement, Vested, or Disability Pension means that, if the Participant dies before his Qualified Spouse, such Spouse will receive a monthly benefit for her lifetime equal to the Participant’s monthly amount (Also applicable for Normal Pension on or after January 1, 1998.).

The surviving spouse of a Pensioner who retired on a Regular, Early Retirement, Vested, or Disability Pension before January 1, 1989 and dies after January 1, 1989 will receive a monthly benefit for her lifetime equal to the Participant’s monthly amount.

For a Pensioner who retired before January 1, 1983 and did not select the Joint and Survivor coverage when it was optional (after January 1, 1983 this coverage became mandatory), his spouse will not receive a survivor benefit under this Article 8.

- (b) After January 1, 1983, but before January 1, 1989, a Husband-and-Wife Pension for a Participant who retires on a Regular, Early Retirement, Vested, or Disability Pension means that, if the Participant dies before his Qualified Spouse and before January 1, 1989, such Spouse will receive a monthly benefit for her lifetime equal to 50% of the Participant's monthly amount.
- (c) A Husband-and-Wife Pension, once payments have begun, may not be revoked nor the Pensioner's benefits increased by reason of subsequent divorce or death of the Spouse before that of the Participant.

8.04 Relation to Qualified Domestic Relations Order

Any rights of a former Spouse or other alternate payee under a Qualified Domestic Relations Order, with respect to a Participant's pension, shall take precedence over those of any later Spouse of the Participant under this Article.

8.05 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 or 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. This means that, unless the Plan is administered in a manner determined to be inconsistent with the fiduciary standards of Part 4 of Title I of ERISA, the Fund shall not be liable under this Article for duplicate benefits with respect to the same Participant, or for surviving Spouse benefits in excess of the actuarial present value of the benefits described in this Article, determined as of the Effective Date of the Participant's pension or, if earlier, the date of the Participant's death.

Article 9
Death Benefits

9.01 Pre-Retirement Surviving Spouse Pension

- (a) If a Participant who has a Qualified Spouse dies after August 22, 1984 and before his pension payments start, a Pre-retirement Surviving Spouse Pension shall be paid to his surviving Spouse provided:
 - (i) he has earned at least ten (10) Years of Vesting Service (5 Years of Vesting Service on or after January 1, 1989 for non-bargained employees or, on or after January 1, 1998 for bargained participants) or 20 Pension Credits, and
 - (ii) he had at least one hour of Service after December 31, 1975.
- (b) If an eligible Participant described in (a) above dies and had at least 20 Pension Credit to his credit, the surviving Qualified Spouse shall be entitled to a lifetime benefit determined in accordance with the provision of Section 8.02 and Section 4.04 or 5.02 as applicable, as if the Participant had retired the day before he died.
- (c) If an eligible Participant described in (a) above dies and had less than 20 Pension Credits to his credit, the surviving Qualified Spouse shall be entitled to a lifetime benefit determined in accordance with the provision of Section 8.02 and Sections 4.02 or 6.02 as applicable as if the Participant had retired the day before he died and had attained at least age 55. The amount payable will be reduced in accordance with Section 5.02 from the earliest Retirement Date the Participant was eligible on the date of his death.
- (d) Notwithstanding any other provisions of this Article, a Pre-retirement Surviving Spouse Pension will not be paid in the form, manner or amount described above if the Actuarial Present Value of the benefit is less than \$5,000 (\$3,500 prior to January 1, 2000). In that event the Trustees will make a single-sum payment to the Spouse in an amount equal to that Actuarial Present Value as described in Section 4.06 in full discharge of the Pre-retirement Surviving Spouse Pension.
- (e) In the case of a death occurring on or after January 1, 2007, if a participant dies while performing qualified military service (as defined in Code Section 414(u)),

the survivors of the Participant are entitled to any additional benefits (other than benefit accrual relating to the period of qualified military service) provided under the Plan as if the participant has resumed and then terminated employment on account of death.

For years beginning after December 31, 2008,

- (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, and
- (ii) the differential wage payment shall be treated as compensation for purposes of applying the limitation of Code Section 415.

9.02 Post Retirement Death Benefits

If a Pensioner dies on or after January 1, 1982, a lump-sum death benefit in the amount of \$5,000 shall be paid to his designated beneficiary provided:

- (a) the Pensioner had retired on a pension under the Plan; and
- (b) the Pensioner, on the date of his death, is covered for benefits under the Lake County, Indiana N.E.C.A. - I.B.E.W. Health and Benefit Plan, and
- (c) the Pensioner was not eligible for life insurance under the Lake County N.E.C.A. - I.B.E.W. Health and Benefit Plan.

All Pensioners who meet the requirements of this section are eligible for this lump-sum benefit, including Pensioners who retired on a Husband-and-Wife Pension.

Article 10

Application for Retirement Benefits

10.01 Applications

A pension must be applied for in writing filed with Trustees in advance of the commencement of the pension to be timely for this purpose. An application need not be formally complete provided it gives notice to the Trustees of the applicant's intention to retire and desire to begin to receive pension payments.

A Participant must notify the Trustees in writing of the first month after retirement or other work cessation that would entitle the Participant to pension payments. Such notice must be given during or before such month, except to the extent that the Trustees find that failure to make timely application was due to extenuating circumstances.

10.02 Information and Proof

Every Participant or Pensioner 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 an application or furnishes fraudulent information or proof material to his claim, benefits not Vested under this Plan (as defined in Articles 6 and 12) may be denied, suspended or discontinued. 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 Participant or Pensioner.

10.03 Benefit Payments Generally

- (a) A Participant who is eligible to receive benefits under the Plan and who makes application in accordance with the rules of the Pension Plan shall be entitled upon retirement to receive the monthly benefits provided for the remainder of his life, subject to the other provisions of this Article and of any other applicable provisions of the Plan.
- (b) Pension benefits shall be payable commencing with the month following the month in which the claimant has fulfilled all the conditions for entitlement to benefits, including the requirement of Section 6.01 for the filing of an application and notice of retirement with the Trustees. The first day of such first month is what is meant by the "Effective Date" of the pension.

A Participant may, however, elect in writing filed with the Trustees to defer payment of his benefit, provided that no such election may postpone the commencement of benefits to a date later than April 1 following the calendar year in which the Participant attains age 70-1/2. A 5% owner as defined in IRC 416(i)(1)(i) of an Employer must begin receiving a benefit no later than the April 1 of the calendar year following the calendar year in which he attains age 70 ½. This Plan will meet the requirements of Treasury Reg. 1.401(a)(9)-2 through 1.401(a)(9)-9, including the incidental benefit requirements of IRC 401(a)(9)(G).

The Pension shall last be payable for the month in which the death of the Pensioner occurs except as provided in accordance with a survivor's pension option or any other provision of this Plan for payments after the death of the Pensioner.

- (c) Payment of benefits may begin sooner but shall begin no later than 60 days after the last of the following dates:
- (i) The end of the Calendar Year in which the Participant attained Normal Retirement Age;
 - (ii) the end of the Calendar Year in which the Participant retired;
 - (iii) the date the Participant filed a claim for benefits; and
 - (iv) the date the Trustees were first able to ascertain entitlement to, or the amount of, the pension.

Notwithstanding, payment of benefits shall begin no later than the April 1 of the Calendar Year following the year in which the Participant attained age 70-1/2 and shall be based on the vested benefit accrued by the Participant through the end of the Calendar Year preceding such April 1. In any event, the Trustees need not make payment before they are first able to ascertain entitlement to, or the amount of, the pension or the current mailing address of the Participant.

Payment of benefit shall include retroactive payments for any months for which a pension is due and payable. Retroactive benefit payments for a Participant whose application is filed after Normal Retirement Age shall not be due and payable for any month prior to the months following the Participant's attainment of Normal

Retirement Age or, if later, January 1, 1976. For purposes of this paragraph, a pension shall not be considered due and payable for any month in which the Participant is engaged in Disqualifying Employment as defined in Section 12.02.

- (d) (i) If a distribution from the Plan is considered to have commenced in accordance with Treasury Regulations before the Participant's death, the remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the Participant's death.
- (iii) The method of distribution from the Plan, if the Participant dies before the time when distribution is considered to have commenced in accordance with Treasury Regulations, shall satisfy the following requirements:
 - (A) any remaining portion of the Participant's interest that is not payable to a Qualified Spouse designed by the Participant will be distributed within five years after the Participant's death; and
 - (B) any portion of the Participant's interest that is payable to a Qualified Spouse designated by the Participant will be distributed either
 - (1) within five years after the Participant's death, or
 - (2) over the life of the Qualified Spouse over a period certain not extending beyond the life expectancy of the Qualified Spouse, commencing not later than the end of the calendar years following the calendar year in which the Participant died (or, if the designated Qualified Spouse is the Participant's surviving Spouse, commencing not later than the end of the calendar year following the calendar year in which the Participant would have attained age 70½.)
- (iv) All distributions from the Plan shall be made in accordance with the requirements of Treasury regulations under Code §401(a)(9), including the minimum distribution incidental death benefit requirements of sections 1.401(a)(9)-1 and 1.401(a)(9)-2 of the Treasury Regulations.

Article 11
Claims and Appeals

11.01 Action of Trustees

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

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 6.04. 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.

11.02 Right of Appeal

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 appeal procedure:

- (a) Upon denial of an Employee's application for benefits, the Employee shall be furnished a written statement of the 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 appeal procedure which the Employee can follow to have his claim for benefits reviewed.

- (b) An Employee who has been denied benefits, or his duly authorized representative, shall have the following rights in appealing the initial decision:
- (i) The right to submit additional proof of entitlement to benefits.
 - (ii) The right to examine any document in possession of the Plan related to the application.
 - (iii) 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.
 - (iv) In the normal case, the Trustees shall make their determination on the basis of the supporting file documents and the Employee's written statement as submitted. However, the Trustees may require the Employee to submit additional written information or to appear before the Trustees for oral examination, or both. In the event the Employee is required to appear before the Trustees, the hearing shall be held at the next regular meeting of the Trustees or at such other time as may be determined by 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 sixty (60) days after receipt of the written request for an appeal unless such circumstances require an extension of time for processing, in which case the decision shall be rendered as soon as possible, but no later than one hundred and twenty (120) days after receipt of a request for review.

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.

11.03 Statute of Limitations for Filing Claims

A Participant, Pensioner, Spouse, Surviving Spouse or Qualified Spouse may file a claim for benefits. Any claim for benefits or to recover benefits shall be filed with the Trustees within a period of twelve (12) consecutive months following the date that the Participant, Pensioner, Spouse, Surviving Spouse or Designated Beneficiary had knowledge, or should have had knowledge, of the event or the dispute that is the basis of his or her claim for a benefit or to recover benefits under the Plan.

Article 12
Suspension of Benefits

12.01 Prohibited Employment

- (a) Before Normal Retirement Age. To be considered retired before a Pensioner has attained his Normal Retirement Age, he may not be employed as a building trades craftsman nor engaged in any form of construction business.
- (b) After Normal Retirement Age. To be deemed retired, after his attainment of the Normal Retirement Age, a Participant must cease and refrain from employment or self-employment for 40 hours or more in a month as an electrician in the construction industry in the geographic jurisdiction of the Union. However, as of April 1 of the Calendar Year following the year in which a Participant attains 70-1/2, no employment will be prohibited and the Participant will be considered retired.
- (c) Employment determined by the Trustees to be employment as an Inspector will not be considered Prohibited Employment.

12.02 Suspension of Benefits

- (a) If a Pensioner takes Prohibited Employment of the type described in Section 12.01 above, his pension benefits shall be suspended for any calendar month in which he is so employed.
- (b) If a Pensioner takes Prohibited Employment of the type described in Section 12.01 above, he must notify the Board of Trustees in writing within fifteen (15) days of such employment.

If a Pensioner receives pension benefits for a period during which he was not entitled to do so by reason of the provisions of this section, the Board of Trustees shall recover pension benefits wrongfully received by such Pensioner by withholding payment of any benefits to which the Pensioner may subsequently be entitled or by the exercise of legal action against the Pensioner or his estate if he is not alive at the time such recovery is sought.

- (c) For purposes of this subsection, suspension of benefits is waived in the event that the Business Manager of the Union declares that a shortage of qualified Employees exists. Such waiver shall only apply to work on projects in the declared area which commence within 60 days of the declaration. Such waiver shall last no more than 24 months.

12.03 Benefit Payments Following Suspension

- (a) If a Pensioner who returns to Covered Employment earns additional Pension Credit, he shall be entitled to a recomputation of his pension amount upon resumption of his pension.

A benefit which was first payable before Normal Retirement Age will be recalculated upon resumption of the pension if the benefit was suspended for at least three consecutive months, regardless of whether the Pensioner earns additional Pension Credit.

- (b) If a Pensioner who retired on a pension payable before his Normal Retirement Age (except a Disability Pension) returns to work, he shall, upon resumption of his pension, have his pension amount, as determined in accordance with this subsection (a), reduced by the actuarial equivalent of his previous pension payments. Also, if the Participant failed to give notice as required by subsection 12.02(b), the first monthly pension payment after resumption of his pension shall be deferred for a period of six months, provided, however, that no pension payment shall be withheld on or after his Normal Retirement Age. Overpayments shall be recovered in accordance with Section 12.02.

For the purpose of this subsection, the actuarial equivalent shall be determined by dividing the amount of a Pensioner's previous pension payments made before Normal Retirement Age by the factor appropriate to his age upon his subsequent retirement, as shown in Appendix F.

If the monthly benefit resulting from the deduction of the actuarial equivalence of payments received prior to Normal Retirement Age is less than the previous pension amount received before Normal Retirement Age, the amount payable

upon resumption of the pension shall be set equal to the previous pension amount 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 benefit of the Participant and any contingent annuitant are payable.
- (d) A Husband-and-Wife Option 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. If a Pensioner has returned to Covered Employment, he shall not be entitled to a new election as to the Husband-and-Wife Pension.
- (e) In no event, however, shall any adjustment of benefit under this Article result in forfeiture of a Participant's Normal Retirement Benefit or of its actuarial equivalent in violation of Section 203(a)(3)(B) of ERISA.

Appendices

A. Miscellaneous

A.01 Non-duplication of Pensions

A person shall be entitled to only one pension under the Plan, except that a Disability Pensioner who recovers may be entitled to a different type of pension.

A.02 Incompetence or Incapacity of a Pensioner or Qualified Spouse

In the event it is determined to the satisfaction of the Trustees that a Pensioner or Qualified Spouse is unable to care for his affairs because of mental or physical incapacity, any payment due shall be applied to the maintenance and support of such Pensioner or Qualified Spouse or to such person as the Trustees find to be an object of the natural bounty of the Pensioner or Qualified Spouse in the manner decided by the Trustees, 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 Qualified Spouse.

A.03 Non-Assignment of Benefits

- (a) No Participant, Pensioner or Qualified Spouse 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 beneficial interest, or any interest in assets of the Pension Fund, or benefits of this Plan. Neither the Pension Fund nor any of the assets thereof, shall be liable for the debts of any Participant, Pensioner or Qualified Spouse 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 provision of the Plan, benefits shall be paid in accordance with a Qualified Domestic Relations Order as defined in Section 206(d)(3) or the Act, and with written procedures adopted by the Trustees in connection with such Orders, which shall be 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 benefit without regard to the Order, and the benefits otherwise payable under Plan shall be reduced by the actuarial present value of any payment ordered to be made under a Qualified Domestic Relations Order. For this purpose, actuarial present value shall be determined by using the interest rate prescribed by the Pension Benefit Guaranty Corporation for valuing annuities under single-employer plans that terminate with a Notice of Sufficiency during the first month of the Calendar Year in which the date as of which the benefit is valued occurs and the 1971 Group Annuity Mortality Table.

A.04 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.

A.05 Maximum on Benefits

In no event shall this Plan pay benefits in excess of the maximum specified for qualified plans by Section 415 of the Internal Revenue Code. Specifically, the plan incorporates limitations under IRS Code §415 by reference. It is intended that the new limitations as enacted under EGTRAA shall automatically apply for the 2002 and subsequent limitation years.

A.06 Notification of Continued Existence

Each Pensioner receiving monthly pension benefits hereunder or a disabled Employee shall submit from time to time on request of the Trustees, a sworn statement of his existence including a statement that he has obtained no employment in any capacity in the industry. If such statement is not submitted within sixty days after a request is mailed to the last address of the Pensioner or disabled Employee appearing on the records of the Trustees, all future pension payments will be terminated until such statement is submitted and approved by the Trustees. Each Pensioner receiving a Disability Pension shall submit, from time to time, on request of the Trustees satisfactory evidence of his continued total disability.

A.07 Benefits to Survivors

Pension benefits accrued but not paid during the lifetime of a Pensioner shall be paid to his estate or to any person who is a natural object of bounty of the Pensioner as the Trustees determine and any payment so made will be a complete discharge of the obligations of the Trustees to the extent of and as to such payments.

A.08 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.

A.09 Relative Value Notification.

Upon receiving a Participant request for benefits, the Fund Office will provide a notice regarding the optional forms of benefit under the Plan. This notice shall include a general description of the material features and an explanation of the relative values of the optional forms of benefit available under the Plan in a manner that satisfies the notice requirements of IRC Section 417(a)(3) and Treas. Reg. Section 1.417(a)(3)-1.

A.10 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 erroneous contributions within the time limits prescribed by law.

A.11 Limitation of Liability

The 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 requirement 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 obligations of the Employer to make contributions as stipulated in its collective bargaining agreements 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.

A.12 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 1.05.
- (b) No new employer may be admitted to participation in the Pension Fund and the 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, in their sole discretion, may deem necessary to preserve the actuarial soundness of the Pension Fund and to preserve an equitable relationship with the contributions required from other participating Employers and the benefits provided to their Employees.

A.13 Restrictions on Benefits Payable to Highly Compensated Employees

In the event of distribution to a Restricted Participant, or upon termination of the Plan, annual payments to a "Restricted Participant" (as defined below) shall be limited to an amount equal to the payment that would be made under a single life annuity that is the Actuarial Equivalent of the sum of the Restricted Participant's Accrued Benefit and other

benefits under the Plan. The preceding sentence shall not apply if the value of the Restricted Participant's accrued benefit (including death benefits) is either: (i) less than \$5,000, or (ii) less than 1% of the value of all current liabilities if, after the payment of the Restricted Participant's benefits, the value of Plan assets equals or exceeds 100% of the value of current liabilities. For the purposes of this Article, the term "Restricted Participant" shall mean, for each Plan Year, the 25 highest paid Highly Compensated Employees or former Highly Compensated Employees (as defined in Section 414(q) of the Code).

A.14 Gender

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

A.15 Construction

Words or phrases utilized within shall bear the definition contained herein and where there is no definition herein shall bear the definition contained in ERISA or regulations related thereto if available or, if neither of the foregoing exists, words and phrases shall bear the definition in common usage in the pension industry.

B. Amendment and Termination

B.01 Amendment

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 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 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, failed to disapprove.
- (c) Notwithstanding anything in this Plan to the contrary, in the event the Plan is certified by the Plan's actuary to be in endangered or critical status, within the meaning of the Code section 432 and ERISA Section 305, all benefits provided and accrued under the Plan shall be subject to the requirements of such Sections, whether or not the Trustees have formally amended the Plan at such time.

B.02 Termination

(a) Right to Termination

The Trustees shall have the right to discontinue or terminate the Plan in whole or in part. The rights of all affected Participants to benefits accrued to the date of the termination, partial terminations 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:

- (i) First, in the case of benefits payable as a Pensioner:

- (A) In the case of the pension of a Participant or Qualified Spouse which was in pay status as of the beginning of the 3-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 5-year period ending on such date) under which such pension would be the least. The lowest pension in pay status during the 3-year period shall be considered the pension in pay status for such period.
- (B) In the case of the pension of a Participant or Qualified Spouse which would have been in pay status as of the beginning of such 3-year period if the Participant had retired prior to the beginning of the 3-year period if his pension had commenced (in the standard form) as of the beginning of such period, to each such pension based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which the pension would be the least.
- (ii) Second, to all other benefits (if any) of the individuals under the plan guaranteed under Title IV of ERISA.
- (iii) Third, to all other vested benefits under the Plan.
- (iv) Fourth, to all other benefits under the Plan.
- (c) Allocation Procedure

For purposes of Subsection (b) hereof:

- (i) 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.
- (ii) If the assets available for allocation under any paragraph of Subsection (b) other than paragraphs (iii) and (iv) are sufficient to satisfy in full the benefits of all individuals which are described in that paragraph, 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.

- (iii) This paragraph applies if the assets available for allocation under Subsection (b)(iii) 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 Subsection (b)(iii) on the basis of the benefits of individuals which would have been described in such Subsection (b)(iii) under the Plan as in effect at the beginning of the 5-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 next succeeding Plan amendment effective during such period.

C. Non-Bargained Employees

C.01 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 Code and all other businesses aggregated with the Employer under Section 414(o) of the 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 Code.

For all other purposes, the term “Employer” shall have the meaning stated at Section 1.05.

C.02 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 to this Plan on that person’s behalf.

C.03 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 in accordance with IRC 414(q) and the regulations thereunder. For purposes of this Section compensation paid or made available during limitation years, beginning on or after January 1, 2001, shall include elective amounts that are not includible in the gross income of the employee by reason of IRC Section 132(f)(4).

- (b) A Highly compensated active employee is an employee of the Employer who performs service for the Employer during the look-back year and:
 - (i) received compensation from the Employer in excess of \$80,00 (as adjusted under Section 414(q) of the Code); or
 - (ii) is a 5% owner at any time during the look-back year or the determination year.
- (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.

C.04 Nondiscrimination, Coverage and Participation

- (a) Effective November 1, 1989, participation in the Plan by Non-Bargained Employees shall be in compliance with Section 401(a)(4) (nondiscrimination rules), 410(b) (coverage rules), and 401(a)(26) (minimum participation rules) of the Code.
- (b) A Non-Bargained, Highly Compensated Employee shall not receive any Pension Credit (although Vesting Service may be earned) for any Plan Year in which the Employee fails to meet the requirements of Sections 410(b) and 401(a)(26) of the 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.

D. Top Heavy Provisions

D.01 Top Heavy Provisions

The Trustees have concluded that this Plan will never be Top Heavy under the current design. Should the Top Heavy provisions ever apply, the Plan will conform to the requirement of IRC Section 416.

E. Rollover Provisions

E.01 Generally

This Article E 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, 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 Qualified Spouse, 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 (until December 31, 2001) 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). After December 31, 2001 such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.
- (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), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to

the surviving spouse the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

Effective January 1, 2002, an eligible retirement plan shall also include an annuity contract in Section 403(b) of the Internal Revenue Code, or an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state or any agency or instrumentality of a state or 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. Effective January 1, 2008, a Roth Individual Retirement Account is an eligible retirement plan .

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 after 2006, nonspouse beneficiaries are distributees.

Direct rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee. In the event of a mandatory distribution greater than \$1,000 made on or after March 28, 2005, in accordance with the provisions of Section 4.06 of the Plan, if the participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution directly, then the plan administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the plan administrator. For purposes of determining whether a mandatory distribution is greater than \$1,000, the portion of the participant's distribution attributable to any rollover contribution is included. For purposes of this Section, if the present value of an employee's vested accrued

benefit is zero, the employee shall be deemed to have received a distribution of such vested accrued benefit.

F. Factors for Section 12.04(b)

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 | 154.43 | 154.16 | 153.90 | 153.63 | 153.37 | 153.10 | 152.84 | 152.57 | 152.30 | 152.04 | 151.77 | 151.51 |
| 56 | 151.24 | 150.97 | 150.70 | 150.43 | 150.16 | 149.89 | 149.62 | 149.35 | 149.08 | 148.81 | 148.54 | 148.27 |
| 57 | 148.00 | 147.73 | 147.45 | 147.18 | 146.90 | 146.63 | 146.35 | 146.08 | 145.80 | 145.53 | 145.25 | 144.98 |
| 58 | 144.70 | 144.42 | 144.14 | 143.86 | 143.58 | 143.30 | 143.03 | 142.75 | 142.47 | 142.19 | 141.91 | 141.63 |
| 59 | 141.35 | 141.07 | 140.78 | 140.50 | 140.22 | 139.93 | 139.65 | 139.37 | 139.08 | 138.80 | 138.52 | 138.23 |
| 60 | 137.95 | 137.66 | 137.38 | 137.09 | 136.80 | 136.51 | 136.23 | 135.94 | 135.65 | 135.36 | 135.08 | 134.79 |
| 61 | 134.50 | 134.21 | 133.92 | 133.63 | 133.34 | 133.05 | 132.76 | 132.47 | 132.18 | 131.89 | 131.60 | 131.31 |
| 62 | 131.02 | 130.73 | 130.44 | 130.14 | 129.85 | 129.56 | 129.27 | 128.97 | 128.68 | 128.39 | 128.10 | 127.80 |
| 63 | 127.51 | 127.22 | 126.92 | 126.63 | 126.33 | 126.04 | 125.75 | 125.45 | 125.16 | 124.86 | 124.57 | 124.27 |
| 64 | 123.98 | 123.69 | 123.39 | 123.10 | 122.80 | 122.51 | 122.21 | 121.92 | 121.62 | 121.33 | 121.03 | 120.74 |
| 65 | 120.44 | 120.14 | 119.85 | 119.55 | 119.26 | 118.96 | 118.67 | 118.37 | 118.07 | 117.78 | 117.48 | 117.19 |
| 66 | 116.89 | 116.60 | 116.30 | 116.01 | 115.72 | 115.42 | 115.13 | 114.84 | 114.54 | 114.25 | 113.96 | 113.66 |
| 67 | 113.37 | 113.08 | 112.78 | 112.49 | 112.20 | 111.90 | 111.61 | 111.32 | 111.02 | 110.73 | 110.44 | 110.14 |
| 68 | 109.85 | 109.56 | 109.26 | 108.97 | 108.68 | 108.38 | 108.09 | 107.80 | 107.50 | 107.21 | 106.92 | 106.62 |
| 69 | 106.33 | 106.04 | 105.74 | 105.45 | 105.15 | 104.86 | 104.57 | 104.27 | 103.98 | 103.68 | 103.39 | 103.09 |
| 70 | 102.80 | | | | | | | | | | | |

Normal Form: Life Only (UP 84, 5%)