

**I.B.E.W. LOCAL 688 PENSION PLAN**

**SUMMARY PLAN DESCRIPTION**

**EFFECTIVE JUNE 1, 2011**

BOARD OF TRUSTEES  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 688 PENSION PLAN

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### **SPECIAL NOTICE!**

**It is extremely important that you keep the Plan Office informed of any change in address or desired change in beneficiary. This is your obligation and failure to fulfill this obligation could jeopardize your eligibility or benefits. This means you must contact the Plan Office immediately if your marital status changes or you desire to change your beneficiary.**

**The importance of a current, correct address on file in the Plan Office cannot be overstated! It is the **ONLY** way the Trustees can keep in touch with you regarding Plan changes and other developments affecting your interests under the Plan.**

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## LETTER TO PARTICIPANTS

I.B.E.W. Local 688 Pension Plan  
67 S. Walnut St.  
Mansfield, Ohio 44902

Dear Participants:

We are pleased to distribute this Summary Plan Description ("SPD") detailing the benefits under your Pension Plan.

This SPD summarizes the eligibility rules for participation in the Plan, the benefits provided to those who are eligible, and the procedures which must be followed when applying for a benefit.

There is important information concerning the administration of the Plan and your rights as a Participant beginning on page \_\_\_\_\_.

A number of changes have occurred in this Plan since the last SPD was distributed. You should READ THIS SPD CAREFULLY so that you are up to date on the financial protection now provided to you by this Plan.

From time to time, other changes and improvements in the Plan will be made. Of course, we will keep you fully informed about such developments.

This is your SPD describing your Plan. Make sure you read it from cover to cover and then put it in a safe place for future reference. As changes occur in the Plan, a document called a Summary of Material Modification will be mailed to you with instructions pertaining to the pages to be deleted and those to be inserted. If at any time you have questions about your Pension Plan, please do not hesitate to call or write the Plan Office for assistance.

Respectfully yours,

THE BOARD OF TRUSTEES

## INTRODUCTION

This SPD contains many important provisions of your Pension Plan, including definitions, requirements for eligibility, various benefits and examples outlining how the various benefits are calculated. **You are strongly urged to review this SPD thoroughly both now and when you begin to consider your retirement.**

Briefly, we would like to call your attention to the definitions section. These definitions explain the meaning of each of the terms used further in this SPD. Your qualification for benefits is based on these definitions. Therefore, it is of utmost importance that you read and understand each of these definitions first before reviewing the various benefits provided by the Plan. You should also re-read the definitions before you consider making application for retirement.

Once you have read and understood each of the definitions, you will be able to understand more completely each of the benefits to which you may be entitled under the Plan. The definitions will provide you with the information as to whether or not you have acquired sufficient service as of any given date to be eligible for a specific benefit. Further, the definitions contain an explanation of your non-forfeitable rights to an earned retirement benefit when you become a Vested Participant. It is extremely important that you review these definitions in detail before further reviewing the remaining sections of the SPD.

Please note that receipt of this SPD does not imply that you are eligible for benefits. Your eligibility will be determined by the Rules of Eligibility for Participation in the Pension Plan as listed in this SPD. If you should have any questions concerning your eligibility or the benefits provided by the Plan, please contact the Plan Office.

It should also be noted that this SPD represents a summary of the provisions of the Plan which are stated in entirety in a separate Plan Document. Every effort has been made to avoid any conflict between the text of this SPD and the Plan Document. If you wish to review the Plan Document itself, please contact the Plan Office.

## I. DEFINITIONS

(1) **Accrued Benefit:** The term "Accrued Benefit" means:

- (A) a lifetime monthly benefit;
- (B) beginning at Normal Retirement Age;
- (C) that has been earned by a Participant; and
- (D) is in effect at any particular time based on such person's Years of Credited Service.

If a Participant or Former Participant incurs a Forfeiture of Service or receives a distribution from the Plan, the Accrued Benefit attributable to service before such event is zero, subject to rules regarding Suspension of Benefits and any rules regarding repayment of overpayments, as defined in this SPD.

(2) **Actuarial Equivalent:** The term "Actuarial Equivalent" means ~~equality in value of the aggregate amounts expected to be received under different forms of benefit payments herein. The Actuarial Equivalent shall be determined by using the mortality rate shown in the UP 1984 Unisex Annuity Mortality Table, with a five (5) year set back for spouses, and interest at 6.5% per annum. The applicable mortality table used for purposes of adjusting any benefit or limitation under Section 415(b)(2)(B), (C), or (D) of the Internal Revenue Code and the applicable mortality table used for purposes of satisfying the requirements of Section 417(e) of the Internal Revenue Code is the table prescribed in IRS Rev. Rul. 2001-62. Furthermore, in such cases, the applicable interest rate shall mean, with respect to a given day, the annual rate of interest on thirty (30) year Treasury Securities (or other such applicable rate), as published by the Board of Governors for the Federal Reserve System, for the first month preceding the Plan Year in which the distribution is to be made.~~

(3) **Actuarial Value:** The term "Actuarial Value" means ~~an amount or series of amounts of equivalent value. Unless otherwise specified herein, this value will be determined based upon the assumptions and methods stated herein.~~

(4) **Alternate Payee:** The term "Alternate Payee" means a Participant's Spouse, former Spouse, child or other dependent who is recognized by a Domestic Relations Order as having a right to receive all or a portion of the benefits under this Plan.

(5) **Association:** Association means the Mansfield Division of the Central Ohio Chapter of the National Electrical Contractors Association.

(6) **Beneficiary:** Beneficiary means the person or entity designated to receive benefits which may be payable after death. If a married Participant or Former Participant dies, the Beneficiary shall be the Spouse to whom the Participant or Former Participant was married at the time of death unless such Spouse has consented in writing to a non-Spouse Beneficiary. That consent must acknowledge the effect of consenting and must be witnessed by a representative of the Plan or by a notary public. If no spouse exists or no valid beneficiary designation form has been filed

with the Board of Trustees at the date of the Participant's or Former Participant's death, or if a deceased Participant or Former Participant is not survived by the Beneficiary he or she has designated, the Beneficiary shall be deemed to be the first of:

(A) The Participant's or Former Participant's issue (i.e. children), in equal shares; or

(B) The Participant's or Former Participant's estate for distribution to such persons then living who would take the the Participant's or Former Participant's personal property under the statutes of descent and distribution of the Participant's or Former Participant's state of legal domicile (at the time of such person's death).

(7) **Board of Trustees:** Board of Trustees means the entity comprised of an equal number of union trustees and management trustees, as required by the Labor-Management Relations Act of 1947, as amended. The Board of Trustees is responsible for administering the Plan and shall be the "administrator," as that term is used in ERISA.

(8) **Break In Service:** Prior to June 1, 1976, Break in Service means the loss of service for vesting and benefit accrual purposes based on the provisions of the Plan in effect at the particular time. After June 1, 1976, Break in Service means the failure to complete 435 Hours of Service during a Plan Year. It shall not be considered a Break In Service if a Participant is unable to maintain a Year of Service because of an accident, illness or service in the Armed Forces, provided the Plan Office is notified of such accident, illness or service in the Armed Forces on a form and in a manner satisfactory to the Board of Trustees.

A Participant who, on or after June 1, 1985, has an absence from work with an Employer due to:

(A) the pregnancy of the Participant,

(B) the birth of a child of the Participant,

(C) the placement of a child with the Participant in connection with the adoption of such child by the Participant (including placement with the Participant for a trial period prior to adoption), or

(D) caring for such child for a period beginning immediately following such birth or placement.

shall be credited with Hours of Service provided that the Participant furnishes to the Trustees such timely information as the Trustees may reasonably require to establish that the absence from work is for one of the reasons referred to above and the number of days for which there was such an absence. The Hours of Service shall be credited only to the Plan Year in which the period of absence begins if but for such crediting, there would be a one-year Break in Service in such Plan Year. In any other case, the Hours of Service shall be credited to the next following Plan Year. The Hours of Service to be credited are the Hours of Service which otherwise would normally have been credited to the Participant but for such absence. If the number of such hours cannot be determined, eight (8) hours shall be credited per day of such absence. In no event,



however, shall more than 435 Hours of Service be credited for such period of absence. Hours of Service shall be credited solely for purposes of preventing the occurrence of a Break In Service.

(9) **Code**: Code means the Internal Revenue Code of 1986, as amended.

(10) **Collective Bargaining Agreement**: Collective Bargaining Agreement means the written agreement between the Union and the Association which governs the wages, hours, and terms and conditions of Employees working in Covered Employment.

(11) **Compensation**: Compensation means wages, salaries and fees for professional services as well as other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with an Employer contributing to the Plan to the extent that the amounts are includible in gross income.

Effective June 1, 2002, the annual compensation of each Participant taken into account in determining benefit plan accruals in any Plan Year beginning after December 31, 2002, shall not exceed \$200,000, as adjusted for cost-of-living. The \$200,000 limit on annual compensation shall be adjusted for cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

(12) **Computation Period**:

(A) **Accrual Computation Period**: Accrual Computation Period means the Plan Year.

(B) **Eligibility Computation Period**: Eligibility Computation Period means the twelve (12) consecutive month period beginning with the employment commencement date and anniversaries of the employment commencement date. [When used in this subparagraph (B), "employment commencement date" means the date the Employee first completes one Hour of Service for an Employer.]

(C) **Vesting Computation Period**: The Vesting Computation Period means the twelve (12) month period beginning June 1, and ending May 31.

(13) **Covered Employment**: Covered Employment means any employment by a Participant pursuant to the Collective Bargaining Agreement or other written agreement requiring contributions by an Employer to fund the Plan.

(14) **Contiguous Non-Covered Employment**: Contiguous Non-Covered Employment means Non-Covered Employment which precedes or follows Covered Employment, provided no quit, discharge or retirement occurs between such Covered Employment and Non-Covered Employment.

(15) **Domestic Relations Order**: The term "Domestic Relations Order" means a judgment, decree or order (including approval of a property settlement agreement) that: (1) relates to the provision of child support, alimony payments or marital property rights to a Participant's or Former Participant's Spouse, former Spouse, child or other dependent and (2) is made pursuant to a state domestic relations law (including a community property law).

(16) **Early Retirement Date:** The term "Early Retirement Date" means the first day of any month (prior to Normal Retirement Date) in which a Participant attains the age of at least fifty-five (55) years and has at least ten (10) Years of Vesting Service.

(17) **Employee:** The term "Employee" means (1) all general foremen, foremen, journeymen, intermediate journeymen, wiremen, cable pullers, residential trainees, teledata technicians and trainees, and apprentices represented by the Union and working in Covered Employment; (2) someone who is eligible for benefits as provided by the Plan; or (3) Union officers or employees who have been approved to receive benefits from the Plan. For Union officers or employees, the Union shall make contributions at the same rate that all other Employees receive.

(18) **Employer:** Employer means:

- (A) Any individual, firm, association, partnership or corporation which is a member of the Association (or is represented in collective bargaining by the Association), which is bound by the Collective Bargaining Agreement and agrees to make contributions to fund the Plan.
- (B) Any individual, firm, association, partnership or corporation which is not a member of nor represented in collective bargaining by the Association but which has executed or is otherwise bound by the Collective Bargaining Agreement and agrees to make contributions to fund the Plan.
- (C) The Union, but only to the extent that it acts in the capacity of an employer of its employees on whose behalf it makes contributions to fund the Plan in accordance with the Collective Bargaining Agreement or other written agreement.
- (D) The Board of Trustees of the Plan, or the trustees of any related employee benefit plan created as a result of a collective bargaining with the Association, to the extent that they act in the capacity of an employer of their employees on whose behalf contributions are made to fund the Plan in accordance with the Collective Bargaining Agreement or other written agreement.

(19) **Entry Date:** Entry Date means the date the Employee becomes a Participant in this Plan, as outlined in more detail in Section \_\_\_\_\_.

(20) **ERISA:** ERISA means the Employee Retirement Income Security Act of 1974, as amended.

(21) **Forfeiture of Service:** Forfeiture of Service means the loss of Years of Vesting Service after June 1, 1976, but before June 1, 1985, by a Participant or Former Participant because such person incurs consecutive Breaks in Service which equal or exceed the number of Years of Vesting Service earned before the initial Break in Service. Forfeiture of Service also means the loss of Years of Vesting Service after June 1, 1985, by a Participant or Former Participant because such person incurs consecutive Breaks in Service which equal or exceed the greater of (i) the number of Years of Vesting Service earned before the initial Break in Service, or (ii) Five (5) years. However, a Participant or Former Participant who has at least Ten (10) Years of Vesting Service prior to June 1, 1985 or Five (5) Years of Vesting Service after June 1, 1985

cannot incur a complete Forfeiture of Service. Prior to June 1, 1976, service shall be lost in accordance with the provisions of the Plan in effect at that particular time.

(22) **Former Participant:** Former Participant means an individual whose participation has ceased but who has not incurred a Forfeiture of Service, or an individual (other than a Beneficiary) who is receiving a benefit from the Plan.

(23) **Future Service:** The term "Future Service" shall mean the Participant's Years of Service subsequent to the later of May 1, 1967, or the date the Employee becomes a Participant.

(24) **Hour of Service:** Hour of Service means:

- (A) Each hour for which an Employee is paid or entitled to payment for the performance of duties for the Employer during the applicable computation period.
- (B) Each hour for which an Employee is paid or entitled to payment by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. However,
  - (1) No more than five hundred one (501) Hours of Service are required to be credited under this paragraph (B) to an Employee on account of any single continuous period which the Employee performs no duties (whether or not such period occurs in a single computation period);
  - (2) An hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under the plan maintained solely for the purpose of complying with applicable workmen's compensation or unemployment compensation or disability insurance laws; and
  - (3) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee. For purposes of this paragraph (B), a payment shall be deemed to be made by or due from an Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.
- (C) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service shall not be credited both under paragraph (A) or paragraph (B), as the case may be, and under this paragraph (C). Thus, for example, an Employee who receives a back pay

award following a determination that he or she was paid at an unlawful rate for Hours of Service previously credited will not be entitled to additional credit for the same Hours of Service. Crediting Hours of Service for back pay awarded payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under the Plan maintained solely for the purpose of complying with applicable workmen's compensation or unemployment compensation or disability insurance laws; and

- (D) Effective December 12, 1994, each hour for which an Employee is absent from work due to Military Service in the Armed Forces of the United States, as defined in Section \_\_\_\_\_, for the sole purpose of determining whether a Break in Service has occurred. Hours of Service pursuant to this subparagraph (D) shall be credited only to the extent they would have been credited but for such absence, or if such number of Hours of Service cannot be determined, at the rate of eight Hours of Service per day of absence. In no event, however, shall the number of Hours of Service credited pursuant to this subparagraph (D) exceed the minimum number of Hours of Service needed to prevent the occurrence of a Break in Service in the Plan Year such absence begins. Notwithstanding the foregoing, no Hours of Service shall be credited under this subparagraph unless the Employee was in the active service of an Employer prior to such an absence due to Military Service, such absence did not exceed the minimum requirements of the Uniformed Services and Reemployment Rights Act of 1994, and any related regulations, and the Employee fulfills the notice requirements set forth in Section ??????.

There shall be no duplication of crediting Hours of Service. Department of Labor regulations Section 2530.200b-2(b) and Section 2530.200b-2(c) are incorporated by reference.

(25) **Limitation Year:** Limitation Year means the Plan Year.

(26) **Military Service:** "Military Service" means any absence from work by reason of active duty in the Armed Forces of the United States. A Participant shall be given full credit for benefit accrual, Hours of Service, participation, vesting, and Years of Vesting service for time periods, not to exceed the minimum requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994, and any related regulations, in which he or she was absent from work due to the military service.

- (A) The time period limitation indicated above and in Section 24 shall not include any service:
- (1) That is required beyond five (5) years to complete an initial period of obligated service;
  - (2) During which the individual was unable to obtain orders releasing him or her from service in the uniformed services before expiration of the 5-year year period, and such inability was through no fault of the individual;

- (3) Performed as required pursuant to the ready reserve training requirements, required drills and field exercises and/or participation in field exercises, or to fulfill additional training requirements determined and certified in writing by the Secretary of the military department concerned to be necessary for professional development or for completion of skill training or retraining;
- (4) Performed by a member of a uniformed service who is:
  - (a) Ordered to or retained on active duty as a reserve pursuant to certain provisions of federal law or as a recall to duty or detention beyond terms of enlistment (in the case of the coast guard) pursuant to certain provisions of federal law (i.e. war or national emergency);
  - (b) Ordered to or retained on active duty (other than for training) under any provision of law during a war or during a national emergency declared by the President or the Congress;
  - (c) Ordered to active duty (other than for training) in support, as determined by the Secretary of the military department concerned, of an operational mission for which reserve personnel have been ordered to active duty under federal law;
  - (d) Ordered to active duty in support, as determined by the Secretary of the military department concerned, of a critical mission or requirement of the uniformed services, or
  - (e) Called into federal service as a member of the National Guard pursuant to federal law in the case of an insurrection, invasion, rebellion and/or danger of rebellion.
- (B) Contributions shall be made for the above leave of absence by the Pension Plan or as otherwise determined at the discretion of the Board of Trustees of the Plan, in compliance with federal law.
- (C) In order for a Participant to receive continuing benefits as outlined above, he or she shall notify the respective Employer with advance written or verbal notice of such service. A Participant, upon the completion of a period of service in the uniformed services, shall notify the Employer of the Participant's intent to return to a position of employment with such Employer as follows:
  - (1) In the case of a Participant whose period of service in the uniformed services was less than 31 days, by reporting to the Employer:
    - (a) not later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service and expiration of eight hours after a period

allowing for the safe transportation of the Participant from the place of that service to the Employee's residence; or

- (b) as soon as possible after the expiration of the eight-hour period referred to in clause (a), reporting within the period referred to in such clause is impossible or unreasonable through no fault of the person.
  - (2) In the case of a Participant who is absent from a position of employment for a period of any length for the purposes of an examination to determine the Employee's fitness to perform service in the uniformed services, by reporting in the manner and time referred to in subparagraph (C)(1) above
  - (3) In the case of a Participant whose period of service in the uniformed services was for more than 30 days but less than 181 days, by submitting an application for reemployment with the Employer not later than 14 days after the completion of the period of service or if submitting such application within such period is impossible or unreasonable through no fault of the Participant, the next first full calendar day when submission of such application becomes possible.
  - (4) In the case of a Participant whose period of service in the uniformed services was for more than 180 days, by submitting an application for reemployment with the Employer not later than 90 days after the completion of the period of service.
- (D) Furthermore, in order to restore the above pension rights, the Participant must notify the Plan Office in writing, within 60 days of his or her discharge, of his or her intent to return to work.
- (E) Upon a Participant's honorable discharge from military service the Employee's eligibility status under the Plan will be restored to the status that existed when he or she entered military service, provided the Participant fulfills the notice and documentation requirements outlined above. In addition to said notice, the Participant shall also supply the Plan Office with copies of his or her discharge papers showing the date of his or her induction or enlistment in military service and the date of his or her discharge. Failure on the part of the Participant to file such documentation with the Plan Office and/or provide the above notice may be deemed an indication that the Participant does not wish to restore his or her eligibility status under the Plan.
- (F) A Participant who is hospitalized for, or convalescing from, an illness or injury incurred in, or aggravated during, the performance of service in the uniformed services shall, at the end of the period that is necessary for the person to recover from such illness or injury, report to the person's Employer (in the case of person described in subparagraph (C)(1) or (C)(2) above) or submit an application for reemployment with such Employer (in the case of a person described in

subparagraph (C)(3) or (C)(4) above). The period of recover may not exceed 2 years. However, this shall be extended by the minimum time period to accommodate the circumstances beyond such person's control which make reporting within the period specified above impossible or unreasonable.

(G) HEART Act Provisions

(1) Differential Wage Payments

- (a) For Plan Years beginning on or after January 1, 2009, (i) an individual receiving a differential wage payment shall be treated as an employee of the employer making the payment; (ii) the differential wage payment shall be treated as compensation; and (iii) the plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.
- (b) This provision shall be applicable only if all employees of an employer are entitled to receive differential wage payments on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the employer, and are so permitted by the plan, to make contributions based on the payments on reasonably equivalent terms.
- (c) Differential Wage Payment shall mean any payment which (i) is made by an employer to an individual with respect to any period during which the individual is performing service in the uniformed services, as defined in chapter 43 of title 38, United States Code, while on active duty for a period of more than 30 days, and (ii) represents all or a portion of the wages the individual would have received from the employer if the individual were performing service for the employer.

(2) Special Rule for Distributions

- (a) Effective June 1, 2009, for purposes of Code Sections 401(k)(2)(B)(i)(I), 403(b)(7)(A)(ii), 403(b)(11)(A), or 457(d)(1)(A)(ii), an individual shall be treated as having been severed from employment during any period the individual is performing service in the uniformed services described in Code Section 3401(h)(2)(A).

(3) Death Benefits

- (a) With respect to deaths and disabilities occurring on or after January 1, 2007, in the case of a participant who 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 accruals relating to the period of qualified military service, provided under the plan had the participant resumed and then terminated employment on account of death.

(27) **Normal Retirement Age**: Normal Retirement Age means the later of age 62 or the fifth (5th) anniversary of the Participant's participation in the Plan. For a Deferred Vested Participant, Normal Retirement Age is the Normal Retirement Age under this plan at the time the Participant became deferred vested.

(28) **Normal Retirement Date**: Normal Retirement Date means the first day of the month coincident with or immediately following the Normal Retirement Age.

(29) **Non-Covered Employment**: Non-Covered Employment means employment for which contributions by an Employer to fund the Plan are not required by either the terms of the Collective Bargaining Agreement or by the terms of any other written agreement which permits participation by non-bargaining unit Employees.

(30) **Participant**: Participant means an Employee who has satisfied the Plan's Eligibility requirements and who has not ceased participation.

(31) **Plan**: Plan means the I.B.E.W. Local 688 Pension Plan, and any amendments.

(32) **Plan Year**: Plan Year means the period from June 1 through May 31.

(33) **Past Service Credits**: Past Service Credits will be granted to a Participant who has worked in covered employment prior to June 1, 1973. Credit will be given for one (1) Year of Service for each Plan Year during which the Participant worked in covered employment up to a maximum of ten (10) years.

(34) **Qualified Joint and Survivor Annuity Benefit**: Qualified Joint and Survivor Annuity Benefit means a form of benefit which provides (1) monthly payments to the vested Participant for life, and (2) after the Participant's death, monthly payments for life to the Spouse of the vested Participant, to be paid in an amount equal to 50% or 75%, per the election of the Participant and his or her Spouse, of the amount being paid to the vested Participant (provided such Spouse survives the vested Participant). Payments under a Joint and Survivor Annuity Benefit commence immediately upon approval of a Participant's application for benefits.

(35) **Summary Plan Description**: Summary Plan Description ("SPD") means a document which summarizes the rules and provisions for benefits which are stated in their entirety in the Plan Document.

(36) **Temporary Absence**: Temporary Absence means absence from Covered Employment as a result of accident or illness to the extent that it preventst the Participant from working at the trade, but only if the Employee returns to covered employment upon recovery from the accident or illness. The Board of Trustees must be properly notified of the accident or illness.



(37) **Union:** Means the I.B.E.W. Local Union No. 688.

(38) **Year of Credited Service:** Year of Credited Service shall be determined as follows:

- (A) Prior to June 1, 1976, one Year of Credited Service for each Plan year in which contributions were received; and
- (B) On and after June 1, 1976, one year of Credited Service for each Plan Year in which 435 Hours of Service are completed.

(39) **Year of Flat Benefit Service:** "Year of Flat Benefit Service" means a Plan Year (beginning June 1, 2002) during which Employer contributions for an individual are required for 1,500 hours of work in Covered Employment at the base journeyman's contribution rate. If Employer contributions for an individual are required for more or less than 1,500 hours of work during a Plan Year at the base journeyman's rate, the credited service for that Plan Year shall be a fraction, the numerator of which is the number of hours for which Employer contributions at the base journeyman's rate are required on behalf of such person and the denominator of which is 1,500. (If Employer contributions are required for an individual during a Plan Year at a contribution rate other than the base journeyman's rate, the credited service for that Plan Year shall be earned on a pro-rata basis, determined as a ratio of the required hourly contribution rate to the base journeyman's rate.) For purposes of this paragraph, the base journeymen's rate shall be that contribution rate in effect during the first month of the applicable Plan Year. Notwithstanding the foregoing, no periods of self-employment shall be taken into account when determining credited service, and all Years of Credited Service prior to Forfeiture of Service shall be disregarded.

(40) **Year of Vesting Service:** Year of Vesting Service means:

- (A) For service prior to June 1, 1976, the number of credits which the Participant had earned for vesting purposes under the terms of the Plan in effect on May 31, 1976.
- (B) For service after June 1, 1976 a Vesting Computation Period during which the Employee completes at least 435 Hours of Service with an Employer. A Participant will be granted one (1) Year of Vesting Service for the Plan Year in which participation begins, regardless of the number of Hours of Service completed during such Plan Year.
- (C) Service in the Armed Forces of the United States to the extent required by applicable law, but only if the Employee returns to service with an Employer within such time as re-employment rights are guaranteed by law (See, Military Service at P\_\_\_). Otherwise, service in the armed forces of the United States shall be disregarded in computing Years of Vesting Service.
- (D) For purposes of determining Years of Vesting Service, only Hours of Service with an Employer in Covered Employment and in Contiguous Non-Covered Employment, as well as Reciprocity Hours, shall be taken into account.

## **II. ELIGIBILITY FOR PARTICIPATION IN THE PENSION PLAN**

- (1) If you were a Participant in the original Plan on December 31, 1984 you will be a Participant as of January 1, 1985, provided you work in Covered Employment after January 1, 1985.
- (2) Otherwise, you will become a Participant on the January 1st following the completion of at least 435 Hours of Service worked within the computation period for eligibility, provided you are working in Covered Employment at the time your participation would otherwise commence.
- (3) Once you become a Participant, your eligibility for continued participation will be measured by Service within a Plan Year (each June 1 – May 31).
- (4) Participation in the Plan shall cease upon the earlier of the following:
  - (A) Death, retirement or disability or
  - (B) Incurring a Break in Service.

### **III. SERVICE**

(1) For your service during the period June 1, 1963, through June 1, 1973, you will receive credit for one (1) Year of Vesting Service for each Plan year during which you worked under the jurisdiction of I.B.E.W. Local 688.

(2) For your service during the period June 1, 1973, through May 31, 1976, you will receive credit for one (1) Year of Vesting Service for each Plan year during which contribution credits were received on the records of the Plan in your behalf.

(3) After June 1, 1976, one Year of Service will be granted to you if you have met the requirements for initial eligibility to participate in the Plan. You will earn subsequent Years of Service for each Plan Year during which you reach a total of 435 hours worked.

(4) If you work less than 435 hours within a Plan Year, you will have a Break in Service. Your total service will not include any years of Breaks in Service. If you have consecutive Years of Breaks in Service where the number of Breaks in Service equals or exceeds the greater of:

(A) your Years of Service credited before your Breaks; or

(B) five (5) Years

your Years of Service prior to your Breaks in Service will be forfeited. For example, if you have four (4) Years of Service and then fail to work 435 hours in each of the following four (4) Plan Years, your four (4) Years of Service prior to the Breaks in Service will be Forfeited Service. If you are a Vested Employee, however, you cannot forfeit service under this Pension Plan.

(5) For purposes of determining a Year of Service, all of your Covered Service with an Employer and all Contiguous Non-Covered Employment with Employers maintaining the Plan will be taken into account. However, you must notify the Administrative Manager of your hours worked in Non-Covered Service within ninety (90) days after your participation date or the Plan Year, whichever is later. If you fail to notify the Administrative Manager within this time period, your Contiguous Non-Covered Service will not be credited to the Fund.

(6) Your hours worked which are transferred into this Plan according to money-follows-the-man reciprocity agreements will be credited toward participation in the Pension Plan, vesting, and eligibility for benefits.

#### IV. VESTING

(1) For all Plan years prior to June 1, 1989, the percentage you are vested in your deferred vested benefit shall be determined in accordance with the following schedule:

Years of Vesting Service	Vested Percentage
0-4	0%
5	50%
6	55%
7	60%
8	65%
9	70%
10	75%
11	80%
12	85%
13	90%
14	95%
15 or more	100%

(2) Effective June 1, 1989, for all Plan Years between June 1, 1989 and May 31, 1998, the percentage you are vested in your deferred vested benefit shall be determined in accordance with the following schedule:

Years of Vesting Service	Vested Percentage
5	50%
6	60%
7	70%
8	80%
9	90%
10 or more	100%

(3) For all Plan Years on or after June 1, 1998, the percentage you are vested in your deferred-vested benefit shall be one hundred percent (100%) provided that you have at least Five (5) Years of Vesting Service and have completed at least one (1) Hour of Service on or after June 1, 1998.

(4) If the Plan's Vesting Schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of the nonforfeitable percentage, each affected person with at least five (5) Years of Vesting of Service may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the Plan without regard to such amendment or change.

(5) The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made, and shall end on the latest of the following:

- (A) 60 days after the amendment is adopted;
  - (B) 60 days after the amendment becomes effective; or
  - (C) 60 days after written notice of the amendment is issued by the Board of Trustees. An amendment to the Plan shall be evidenced by an instrument in writing signed by authorized members of the Board of Trustees.
- (6) Payment of your Vested Benefit will be suspended if you return to employment with an Employer. Your Vested Benefit will be reinstated when you re-retire. If you return to employment with an Employer before you begin receiving benefits, additional service will be credited on your behalf.
- (7) PLEASE NOTE: The Vested Benefit does not apply to circumstances in which Total and Permanent Disability Benefits are being paid. Also, no cash benefit will be paid at the time of your termination of employment.

## **V. TYPES OF BENEFITS**

There are four (4) types of benefits payable under this Plan.

- (1) Normal Retirement Benefits.
- (2) Early Retirement Benefits.
- (3) Total and Permanent Disability Benefits.
- (4) Death Benefits.

All of these types of benefits are described in detail in the following sections of this SPD.

## VI. NORMAL RETIREMENT BENEFITS

(1) **Eligibility for Normal Retirement Benefit:** You will be eligible to apply for a Normal Retirement Benefit provided:

- (A) you have reached your Normal Retirement Age, which is the later of age sixty-two (62) or the fifth (5th) anniversary of your participation in the Plan;
- (B) you have one (1) Hour of Service completed after June 1, 1985; and
- (C) you have retired from employment with all Employers in the jurisdiction of the Fund.

However, if you are a deferred vested Participant, the Normal Retirement Age is the age which was the Normal Retirement Age under the Plan at the time you became deferred vested.

(2) **Amount of Normal Retirement Benefit:** Effective June 1, 2002, the amount of your monthly Normal Retirement Benefit will be equal to the sum of Past Credited Service + Future Service + Flat Benefit Service, as follows:

(A) Past Credited Service

- (1) \$2.00 multiplied by each year of Past Credited Service, up to a maximum of 10 years of Past Credited Service, for all Participants who retired or suffered a Break in Service prior to June 1, 1991, and who were not in active status as of June 1, 1991; or
- (2) For those Participants who were in active status on June 1, 1991, \$5.00 multiplied by each Year of Past Credited Service, up to a maximum of ten (10) Years of Past Credited Service.
- (3) Whether subsection (1) or (2) above applies, a Participant may receive no more than ten (10) total Years of Past Credited Service.

(B) Future Service

- (1) Credited service in the amount of 2.2% of the total Employer Contributions made to the Fund on behalf of the Participant prior to June 1, 1980;
- (2) 2.4% of the total Employer Contributions made to the Fund on behalf of the Participant after June 1, 1980 and prior to June 1, 1986.
- (3) However, for those Participants who first worked in Covered Employment prior to June 1, 1973, or began their Covered Employment on or after June 1, 1973, and continued working in Covered Employment with no Break In Service prior to their retirement date prior to June 1, 1986, 2.4% of all Employer Contributions made to the Fund on the Participant's behalf;

- (4) Credited service in the amount of 2.5% of the total Employer Contributions made to the Fund on behalf of the Participant after June 1, 1986 and prior to June 1, 1991;
- (5) 2.7% of the total Employer Contributions made to the Fund on behalf of the Participant after May 31, 1991 and prior to June 1, 2002.
- (6) For those Participants who first worked in Covered Employment prior to June 1, 1986 or began their Covered Employment on or after June 1, 1986, and continued working in Covered Employment with no Break in Service prior to their retirement date prior to June 1, 1991, 2.5% of all Employer Contributions made to the Fund on the Participants' behalf.
- (7) However, for those Participants who first worked in Covered Employment prior to June 1, 1991 and continued working in Covered Employment with no Break In Service prior to their retirement date on or after June 1, 1991 but prior to June 1, 2002, 2.7% of all Employer Contributions made to the Fund on the Participant's behalf; plus

(C) Flat Benefit Service

- (1) Effective June 1, 2002, credited service shall be given based upon a \$75.00 flat multiplier for each Year of Flat Benefit Service (after June 1, 2002), as defined in Definition Section \_\_\_\_\_ above. Subject to the contribution rates referred to in Definition Section \_\_\_\_\_ above, a prorated multiplier is illustrated by the following example:

Hours	Multiplier
500	\$25.00
1000	\$50.00
1500	\$75.00
2000	\$100.00

For example, if you were continuously employed as an electrician within the jurisdiction of this Fund since 1963 and you decide to retire in June of 2006 at your Normal Retirement Age, and the amount of contributions made on your behalf between June 1, 1973 and June 1, 2002, was Thirty Thousand Dollars (\$30,000.00) and you had 1500 hours in all four (4) Plan Years from June 1, 2002 to May 31, 2006, your benefit would be calculated as follows:

Past Service = \$5.00 x 10 years =	\$50.00
Future Service = 2.7% x \$30,000.00 =	\$810.00
Flat Benefit =	<u>\$300.00</u>
Total Monthly Benefit =	\$1,160.00



(3) **Form of Benefit:** Unless you elect otherwise, the Normal Retirement Benefit for a married Participant will be paid as a Qualified Joint and Survivor Annuity Benefit. The Normal Retirement Benefit for an unmarried Participant will be paid as a Life Annuity.

(4) **Commencement of Normal Retirement Benefit:** You will become entitled to receive your Normal Retirement Benefits on the first day of the month following receipt of your application. You will continue to receive your Benefit monthly until the first day of the calendar month following your death.

## VII. EARLY RETIREMENT BENEFITS

(1) **Eligibility for Early Retirement Benefit:** You will be eligible to apply for an Early Retirement Benefit if you meet all of the following requirements:

- (A) you are at least age fifty-five (55) but under your Normal Retirement Age;
- (B) you have ten (10) Years of Vesting Service; and
- (C) you have retired from employment in the electrical industry within the jurisdiction of the Plan.

(2) **Amount of Early Retirement Benefit:** The amount of your Early Retirement Benefit will be equal to your Normal Retirement Benefit, reduced at the rate of 1/2 of one percent (.5%) for each month you are younger than your Normal Retirement Age on the commencement date of your Early Retirement Benefit. For example, suppose your Normal Retirement Benefit would be \$1,500.00 and your Normal Retirement Age is sixty-two (62), but you prefer to retire at age 60, there would be a reduction of 12% in your total accrued benefit. Your Early Retirement Benefit would be computed as follows:

Normal Retirement Benefit	\$1,500.00/month
Less Early Retirement Reduction Factor (24 months x .5% = 12%)	<u>(180.00)</u>
Early Retirement Benefit	\$1,320.00/month

(3) **Form of Benefit:** Unless you elect otherwise, the Early Retirement Benefit for a married Participant will be paid as a Qualified Joint and Survivor Annuity Benefit. The Early Retirement Benefit for an unmarried Participant will be paid as a Life Annuity.

(4) **Commencement of Early Retirement Benefit:** You will become entitled to receive your Early Retirement Benefit on the first day of the month following the receipt of your application. You will continue to receive your benefit monthly until the first day of the calendar month following your death.

## VIII. TOTAL AND PERMANENT DISABILITY BENEFITS

(1) **Eligibility for Total and Permanent Disability Benefit:** You are eligible for Total and Permanent Disability Benefits if you meet all of the following requirements:

- (A) You worked in Covered Employment after December 31, 1983;
- (B) You were actively employed when you become disabled;
- (C) You have at least Five (5) Years of Vesting Service;
- (D) You have at least One (1) full Year of Vesting Service immediately preceding the disability;
- (E) You are entitled to receive Social Security Benefits or N.E.B.F. Disability Benefits; and
- (F) You have been determined to be permanently and totally disabled by the Social Security Administration or the N.E.B.F. Board of Trustees.

You will be required to submit medical evidence, as the Trustees may require, in addition to any determination of entitlement to a Social Security Disability Benefit and/or N.E.B.F. Disability Benefit. The Trustees may, based upon competent medical evidence, make their own determination as to whether you are disabled and entitled to such a benefit. Upon receiving the Disability benefit, annual proof of continued total and permanent disability may be required until your Normal Retirement Age.

(2) **Amount of Total and Permanent Disability Retirement Benefit:** Your Total and Permanent Disability Benefit will be One Hundred Dollars (\$100.00) per month, or the normal monthly accrued benefit, whichever is greater, until reaching Normal Retirement Age, at which time you will receive the normal accrued monthly benefit with a minimum benefit of \$100.00. You will begin receiving your Disability Benefit as of the first day of the month following receipt of your proper application to the Board of Trustees, and if approved for total and permanent disability benefits by Social Security, the benefit shall be paid retroactive to the date of disability as approved by Social Security. Upon receiving a Disability Benefit, annual proof of continued total and permanent disability may be required until your Normal Retirement Age.

(3) **Termination of Total and Permanent Disability Benefits:** Your Total and Permanent Disability Benefits will be terminated if, prior to attaining age 62, you recover from your total and permanent disability or lose entitlement to a Social Security Disability Benefit or N.E.B.F. Pension Benefit Fund. You must report this, in writing, to the Board of Trustees within twenty-one (21) days of the date you receive notice from the Social Security Administration or the N.E.B.F. Pension Benefit Fund that you have lost entitlement to a disability award if such award had been previously granted. If you do not provide this written notice, when you subsequently retire, you shall be liable for repayment to the Plan of the full amount of any overpayment(s) to you due to you being determined to no longer be disabled. The manner and amount of recovery shall be provided in a Notice furnished to you. However, such recovery shall consist of 100% of

your monthly benefit for the first two (2) months of recovery and shall not exceed twenty-five percent (25%) of your monthly benefit thereafter.

(4) **Reemployment of a Disability Pension Recipient.** If you are found to be no longer entitled to a Disability Pension because you have recovered from a total and permanent disability, you may again return to Covered Employment. You will be entitled to resume the accrual of Future Credited Service and you will be entitled to a Normal, Early Retirement or Vested Pension unaffected by the prior receipt of a Disability Pension, with the exception of the Death Benefit which may be payable in accordance with the Death Benefit provisions described in this SPD. Should you die prior to actual Retirement, the amount of Disability Pension benefits will be deducted from any Death Benefit.

(5) **Non-Duplication of Pensions.** You shall be entitled to only one type of Pension Benefit under the rules of this Plan, except that a Disability Pension recipient who recovers may be entitled to a different type of pension benefit.

(6) If your Disability Benefit under this Plan is terminated and you re-retire in the future, your reinstated benefits will be determined as follows:

- (A) Disability Benefits - Your new disability benefits will be equal to the amount you were previously receiving, plus any additional service earned after reemployment.
- (B) Early Retirement - Your early retirement benefit will be equal to the original amount received under disability, reduced by your early retirement age, plus any additional accrued benefit earned after reemployment, which will also be reduced by your early retirement age.
- (C) Normal Retirement - Your normal retirement benefit will be the same benefit you were receiving under the disability benefit plus any additional benefit earned after reemployment.

(7) **Benefits During Pendency of Disability Retirement Application for Participants Who Have Reached Early Retirement Age.** Effective January 1, 2000, if you have reached the age of eligibility for Early Retirement Benefits and have applied for a Disability Retirement Benefit, you shall receive a monthly benefit equal to the Early Retirement Benefit, commencing the month after an application for a Disability Retirement Benefit was made and continuing until such time that a determination on disability has been made. If you are subsequently determined to be disabled, your Early Retirement benefits would cease and you would begin the receiving your Disability Retirement Benefits, commencing the month after you are determined to be disabled. However, if it is subsequently determined that you are not disabled, then your Early Retirement Benefits would continue.

## IX. DEATH BENEFITS

### (1) **Before Retirement**

- (A) If you have not elected out of the Qualified Joint and Survivor Annuity Benefit and you would have been eligible to receive an Early or Normal Retirement Benefit prior to your death, your surviving Spouse will have the right to elect to receive a Qualified Pre-retirement Survivor Annuity Benefit as though you had applied for that benefit the day prior to your death, unless your Spouse waives such a benefit.
- (B) If your Surviving Spouse waives the Qualified Joint and Survivor Annuity Benefit, he or she may elect to receive a Five (5) Year Certain Benefit. If your Spouse selects this option, he or she will be eligible to receive monthly income in an amount equal to your accrued vested benefit as of the date of your death, for a total of sixty (60) monthly payments (i.e. a Five Year Certain Benefit). If the actuarial value of the Five (5) Year Certain benefit is less than the value of the Qualified Pre-Retirement Survivor Annuity, your Spouse shall be entitled to the remaining residual benefit.
- (C) If you:
  - (1) have at least five (5) Years of Service but your death occurs before you have reached Early Retirement Age;
  - (2) die after you have reached Early Retirement Age but you have elected out of the Qualified Joint and Survivor Annuity Benefit; or
  - (3) do not have a legal Spouseyour beneficiary will be eligible to receive a monthly benefit equal to your accrued vested benefit, as of the date of your death, for sixty (60) months.
- (D) Death Benefits will be paid on the first of the month following the selection of the type of Death Benefits; the payment will be made retroactive to the first of the month following the date of the Participant's death.

(2) **After Retirement.** If you have elected out of the Qualified Joint and Survivor Annuity Benefit and are receiving a Normal, Early, or Disability Retirement Benefit and your death occurs before you have received a total of sixty (60) monthly payments, your beneficiary will receive a continuation of your benefit until a total of sixty (60) payments have been made.

(3) **Designating a Beneficiary.** Generally, your beneficiary will be the person or persons you name in your most recent written notice to the Fund Office prior to your death. If you are married you may only designate your legal Spouse as a beneficiary, unless your Spouse consents to a waiver of his or her beneficiary rights. If you do not designate a beneficiary, the Death Benefit will be paid to your legal Spouse, or if your legal Spouse has predeceased you or has ceased to be your legal Spouse, the death benefit will be paid to your legal child or children alive

at the time of your death, if any, in equal shares. If no legal Spouse or legal child or children is alive at the time of your death, the death benefit will be paid to your estate. If any portion of your benefit is payable to a Designated Beneficiary, such portion will be distributed over a period not extending beyond the life expectancy of such Designated Beneficiary, and payment of the benefit shall commence no later than one (1) year after the date of your death (or at such later date as may be proscribed by Regulation). If your Designated Beneficiary is your surviving Spouse, payment of the benefit must commence no later than the date on which you would have attained age 70 1/2. All distributions pursuant to this section shall be made in accordance with the requirements of any federal regulations, as adopted or further amended from time to time.

(4) **Deadline for Application.** PLEASE NOTE: Except in the case of a benefit to be paid pursuant to a Qualified Joint and Survivor Annuity, no Death Benefit will be paid to a beneficiary under this Pension Plan unless an application is made to the Trustees within twelve (12) months after the death of the Participant.

## **X. FORMS OF BENEFITS**

There are three (3) forms of pension benefits payable under this Plan:

- (1) Qualified Joint and Survivor Annuity Benefits (for married Participants);
- (2) Life Annuity Benefits (for non-married Participants); and
- (3) Ten Year Certain and Life Benefits.

## **XI. QUALIFIED JOINT AND SURVIVOR ANNUITY BENEFITS**

### **(1) Eligibility for Qualified Joint and 50% or 75% Survivor Benefits:**

- (A) If you have a Spouse at the date of your retirement, the Normal, Early or Disability Retirement Benefit to which you are entitled will be payable in the form of a Joint and Survivor Annuity Benefit, unless you and your Spouse elect to waive this form of benefit. This special payment form is called a "Qualified Joint and Survivor Annuity" or often a "QJSA" payment form. The QJSA payment form gives your Spouse a retirement benefit, following your death, for the rest of his or her life. This is often called an "annuity." Under the QJSA payment form, after you die, each month the plan will pay your Spouse fifty percent (50%) or seventy-five percent (75%), depending on your election, of the retirement benefit that was paid to you. The benefit paid to your Spouse after you die is often called a "survivor annuity" or a "survivor benefit." Your Spouse will receive this Survivor benefit for the rest of his or her life. The default benefit is the Qualified Joint and 50% Survivor Benefit.
- (B) As a Participant, you have the ability to waive the Qualified Joint and Survivor Annuity payment form. The waiver must be in writing and you need consent from your Spouse. **It is important to understand that any decision to waive Survivor benefits is purely voluntary on your and your Spouse's part.** Furthermore, your Spouse's consent to a waiver must be witnessed by a Plan representative or a notary public and must be limited to a benefit for a specific alternate beneficiary or a specific form of benefits. Notwithstanding this consent requirement, if a Participant establishes to the satisfaction of a Plan representative that the written consent of his/her Spouse cannot be obtained because there is no Spouse or the Spouse cannot be located, a written waiver by the Participant will be deemed a Qualified Election. Any consent necessary under this provision will not be valid with respect to any other Spouse. **A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the commencement of benefits.** The number of revocations is not limited. Any new waiver or change of beneficiary will require a new spousal consent. **It is important to understand that if you and your Spouse consent to the waiver of the Qualified Joint and Survivor Annuity, your Spouse will not receive any lifetime benefits from this plan after your death. If you do not waive the Qualified Joint and Survivor Annuity, you will receive a benefit which will be less since it will be reduced for the actuarial equivalent of the monthly benefit paid to your Spouse upon your death.**
- (C) You may waive these benefits during a period of no less than thirty (30) days or more than one hundred eighty (180) days prior to the effective date of your benefit. Normally, you must be provided with a written explanation regarding QJSA benefits at least thirty (30) days prior to the beginning date of your annuity. You may waive this requirement if any distribution begins more than seven (7) days after such written explanation was provided to you and your spouse. The Administrative Manager will provide you with forms to make these elections.



- (D) The period during which you and your Spouse may waive this Survivor Annuity begins as of the first day of the Plan Year in which you reach age 35 and ends when you die.
- (E) The Administrative Manager will send you and your Spouse information regarding such an annuity, including information on the amount of such annuity, so that you and your Spouse can review such information and make an informed decision as to any election or waiver of benefits either of you may wish to make.

(2) **Amount of Qualified Joint and Survivor Annuity Benefit:**

- (A) The Qualified Joint and Survivor Annuity Benefit provides a reduced monthly income that is the Actuarial Equivalent of the Normal or Early Retirement Benefit to which you are otherwise entitled. The factors needed to determine the reduced amount of monthly income will be obtained from a Table of Factors which has been prepared by the Plan Actuary and is based on the age of the Participant and the age of the Spouse.
- (B) The amount of the Qualified Joint and Survivor Annuity Benefit will be calculated by multiplying the appropriate factor from the Table of Factors (See, Appendix A) by the Normal or Early Retirement Benefit.
- (C) Your monthly Qualified Joint and Survivor Annuity Benefit will continue for your lifetime with the last payment to be made on the first day of the month preceding your death. Then, fifty percent (50%) or seventy-five percent (75%), depending on your election, of your monthly benefit will continue to be paid to your Spouse for the remainder of your spouse's life.
- (D) For example, suppose the amount of your Normal Retirement Benefit is \$1,500.00, you are age 62 and your Spouse is age 60. Your Qualified Joint and 50% Survivor Annuity Benefit would be calculated as follows:

Joint and Survivor Annuity Benefit Factor = .879918% (See, Appendix A)

Joint and Survivor Annuity Benefit =  $\$1,500.00 \times .879918 = \$1,319.88/\text{month}$   
(payable for your lifetime)

50% Spouse's Benefit =  $\$659.94/\text{month}$   
(payable, after your death for your Spouse's lifetime)

- (E) In lieu of the Qualified Joint and Survivor Annuity Benefit, you and your Spouse may elect to receive a different form of benefit. The election may be made at any time during the period from your first year of participation until your pension commencement date. You may revoke an election that you have previously made provided that you have not yet begun receiving benefits.

- (F) **Note:** Any election to waive the Qualified Joint and Survivor Annuity Benefit shall not take effect unless your Spouse consents in writing to such election and you and your Spouse's signatures, which are required to acknowledge the election, are witnessed by a Plan representative or a notary public.

## **XII. LIFE ANNUITY**

(1) If you are an unmarried Participant, the Life Annuity benefit will consist of a monthly pension benefit, based upon your Accrued Benefit and the corresponding Actuarial Equivalent value, payable to you for the remainder of your life. Such payments shall be made by the Plan Office or a life insurance company engaged by the Plan.

### **XIII. TEN-YEAR CERTAIN AND LIFE BENEFITS**

(1) **Eligibility for Ten-Year Certain and Life Benefit:** You will be eligible to apply for a Ten-Year Certain option provided you have completely retired from employment with all Employers within the jurisdiction of this Plan and you are eligible for a Normal or Early Retirement Benefit. This benefit guarantees that you and/or your beneficiary will receive at least one hundred twenty (120) payments. In order to select the Ten (10) Year Certain and Life option, your Spouse must waive out of the Qualified Joint and Survivor Annuity Benefit.

(2) For example, suppose the amount of your Normal Retirement Benefit is \$1,500.00 The Ten (10) Year Certain and Life Option would be calculated as follows:

Ten (10) Year Certain and Life Factor (at age 62) = .934259 (See, Appendix B)

Ten (10) Year Certain and Life Benefit = \$1,500.00 x .934259 = \$1,401.39/month

#### **XIV. IMMEDIATE PAYMENT OF BENEFIT**

(1) Effective June 1, 2005, if the Actuarial Value of a Participant's or Former Participant's nonforfeitable Accrued Benefit is not more than \$1,000.00, the Actuarial Value may, at the discretion of the Board of Trustees, be distributed to such person in a lump-sum form as soon as possible [but in any event, no later than the close of the second Plan Year following the Plan Year in which retirement comes] in lieu of any other benefits provided by the Plan. The Actuarial Value shall be calculated using the interest rate which would be used (as of the date of distribution) by the Pension Benefit Guaranty Corporation to determine the present value of a lump-sum benefit upon plan termination.

## **XV. MINIMUM DISTRIBUTION REQUIREMENTS**

- (1) Regardless of whether you continue working after your Normal Retirement Age, the law requires you to begin receiving your pension payments by April 1 following the calendar year in which you attain age seventy and one-half (70½). However, if you are still an Active Participant when you reach age seventy and one-half (70½) and you do not own five percent (5%) or more of a participating Employer, you generally will *not* be required to commence receipt of benefits until you stop working. However, you still have the *option* of beginning to receive payments beginning on April 1 following the close of the calendar year in which you reach age seventy and one-half (70½), even if you continue working.
- (2) If you do own 5% or more of a participating Employer, your benefits must commence by April 1 of the calendar year following the year in which you attain age 70½.
- (3) The Plan's suspension of benefits rules will not operate in such a way as to violate the rules related to mandatory payout commencement. In particular, your benefits may not be suspended beginning with the April 1 payment following the close of the Plan Year in which you attain age seventy and one-half (70½) even if you obtain re-employment. Effective May 1, 2005, if you retire after seventy and one-half (70½) or are retired and at least seventy and one-half (70½), and you recommence employment in a manner that subjects you to the Plan's suspension of benefit provisions, your monthly benefit will be suspended only to the extent your monthly pension benefit exceeds the monthly required minimum distribution amount required pursuant to the minimum distribution rules (provided for by Internal Revenue Code Section 401(a)(9) and related regulations).

## **XVI. RETROACTIVE ANNUITY STARTING DATES**

(1) To the extent payment of a pension benefit is commenced after the normal annuity starting date (i.e. the 1<sup>st</sup> day of the month following receipt of the Participant's complete retirement application) the Plan shall pay for the retroactive monthly payments, along with interest in an amount equivalent to the current prime interest rate plus one percent (1%). Such retroactive payments shall be made pursuant to an actuarial recalculation of the Participant's monthly benefit (to include the previously calculated monthly benefit plus the present value of any retroactive payments and any corresponding interest as set forth above).

## **XVII. SUSPENSION OF BENEFITS**

(1) Benefits shall be suspended for those Plan Participants receiving a Normal or Early Retirement Benefit if the following conditions are met:

(A) Your monthly benefit shall be suspended for any month in which you worked or were paid for at least 40 hours in Disqualifying Employment. However, in any year in which the National Electrical Benefit Fund ("NEBF") approves a temporary return to work amendment that increases the number of hours in which an employee is permitted to return to work without having his benefit suspended, this Plan shall increase the number of hours in which you are permitted to return to work without having your benefit suspended to the amount of hours described in the NEBF temporary return to work amendment. In any year in which the NEBF does NOT approve a temporary return to work amendment, this Plan will follow the 40 hours per month provision as stated above.

(1) "Disqualifying Employment" means employment or self-employment that is in an industry covered by the Plan when your pension payments began, in the geographic area covered by the Plan when your pension began, and in any occupation in which you worked under the Plan at any time or any occupation covered by the Plan at the time your pension payments began.

(2) The term "industry covered by the Plan," means the electrical and wiring industry and any other industry in which Employees covered by the Plan were employed when your pension began or, but for suspension under this Section, would have begun.

(B) The geographic area covered by the Plan consists of any state of the United States in which contributions were required to be made by or on behalf of any Employer and the remainder of any Standard Metropolitan Statistical Area which falls in part of such state, at the time when your pension began or, but for suspension under the Article, would have begun.

(C) If a Retired Participant reenters Covered Employment to an extent sufficient to cause a suspension of benefits, and his pension payments are subsequently resumed, the industry and area covered by the Plan "when the Participant's pension began" shall be the industry and area covered by the Plan when his pension was resumed.

(D) Paid non-work time shall be counted toward the measure of 40 hours if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence.

(E) Notwithstanding any provision of this Plan to the contrary, your benefits will be suspended if you do not retire and continue to work in Covered Employment.

(2) You have the right to request that an advance determination be made as to the effect your re-employment will have on your retirement benefit. You must submit your request to the Fund Office on an appropriate form approved and provided by the Trustees and in accordance with the procedures established by the Trustees.



(3) You may request resumption of your benefits at such time as you no longer meet the conditions of re-employment as previously stated in this section. You must submit your request for resumption of your benefit on a form approved and provided by the Trustees.

(4) In the event you have been issued benefit payments for any period during which your benefit should have been suspended, you will be liable for the full amount of any overpayment(s). The manner and the amount of the recovery of the overpayment(s) shall be provided to you in a Suspension Notice furnished to you at such time as your benefit is suspended, provided, however, that the recovery shall not exceed 25% of your monthly benefit.

(5) Upon your termination of re-employment which resulted in the suspension of your retirement benefits, provided you have given the Fund Office a request for the resumption of your benefit on an appropriate form as approved and furnished by the Trustees, your retirement benefit shall be resumed on the first day of the calendar month following the receipt of the required notice as follows:

(A) Normal Retirement Benefit - The reinstated benefit shall be in the amount you were receiving prior to the suspension of the benefit, plus any additional benefits earned by new contributions.

(B) Early Retirement Benefits - The reinstated benefit shall be in the amount you were receiving prior to the suspension of the benefit in addition to any amount realized for service resultant from such re-employment.

(C) Joint and Survivor Benefit - The reinstated benefit shall be in the amount as determined under the applicable type of retirement benefit you were receiving prior to the suspension of the benefit, plus any additional benefit earned by new contributions.

(D) Vested Benefit - The reinstated benefit shall be in the amount as determined under the applicable type of retirement benefit you were receiving prior to the suspension of benefits, plus any additional benefits earned by new contributions.

## **XVIII. AMENDMENT**

(1) No part of the corpus or income of the Fund shall be used for purposes other than for the exclusive benefit of Participants, Former Participants and Beneficiaries, and defraying reasonable expenses of administering the Plan. There shall be no reversion of funds to an Employer except as permitted by law and as authorized by the Board of Trustees. Otherwise, the Plan may be amended at any time by the Board of Trustees. The Board of Trustees may give any amendment retroactive effect. However, no amendment (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent it has the effect of decreasing an Accrued Benefit, other than as permitted by law. In addition, no amendment shall have the effect of decreasing a Participant's or Former Participant's vested interest determined without consideration of such amendment as of the later of the date such amendment is adopted or becomes effective.

(2) If the Plan's vesting schedule is amended or the Plan is amended in any way that directly or indirectly affects the computation of the nonforfeitable percentage, each affected person with at least three (3) Years of Vesting Service may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the Plan without regard to such amendment or change.

(3) The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made, and shall end on the latest of the following:

- (A) 60 days after the amendment is adopted;
- (B) 60 days after the amendment becomes effective; or
- (C) 60 days after written notice of the amendment is issued by the Board of Trustees;

(4) An Amendment to the Plan shall be evidenced by an instrument in writing signed by authorized members of the Board of Trustees.

## **XIX. TERMINATION**

- (1) **Termination.** The Plan may be terminated at any time upon the written agreement of the Union and the Association. The Board of Trustees shall continue to act until the Fund has been distributed according to the provisions of this document, and the trust shall continue until the Fund has been distributed in accordance with the provisions of this document.
- (2) **Rights of the Participant.** When a termination or partial termination of the Plan occurs, each Participant's accrued benefit shall be, to the extent funded as of the date of termination or partial termination, totally nonforfeitable.
- (3) **Allocation of Assets in the Event of Termination.** In the event of termination (including partial termination) of the Plan, the Board of Trustees shall allocate the assets of the Plan (available to provide benefits) among Participants, Former Participants, and Beneficiaries in the manner provided by ERISA.

## **XX. QUALIFIED DOMESTIC RELATIONS ORDER**

(1) The term "Qualified Domestic Relations Order" shall mean a Domestic Relations Order which creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan which clearly specifies:

- (A) The name and the last known mailing address (if any) of the Participant or Former Participant, the name and mailing address of each Alternate Payee covered by the Order;
- (B) The amount or percentage of the Participant's or Former Participant's benefits to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined;
- (C) The number of payments or period to which such Order applies; and
- (D) Each Plan to which such Order applies.

(2) In addition, a Domestic Relations Order will be considered a Qualified Domestic Relations Order only if such Order:

- (A) Does not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan;
- (B) Does not require the Plan to provide increased benefits (determined on the basis of actuarial value) and;
- (C) Does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another Domestic Relations Order previously determined to be a Qualified Domestic Relations Order.

(3) The Plan maintains an internal procedure for the processing of all Qualified Domestic Relations Orders. Upon written request, you may obtain a copy of such procedure from the Administrative Manager.

## **XXI. MISCELLANEOUS INFORMATION**

- (1) Your pension credits are not assignable. You cannot borrow on them and your creditors may not attach them.
- (2) Your Pension Plan is subject to economic and mortality fluctuations. Every possible effort will be made by the Trustees to make certain that the maximum benefit actuarially allowable will be paid. Actuarial calculations will be made on an annual basis by an actuary appointed by the Board of Trustees to assure smooth flow of benefits and establishment of adequate reserves.
- (3) The Trustees, at their discretion, may make arrangements for the payment of small monthly benefits in less frequent payments or larger amounts or a lump-sum, provided the lump-sum is \$1,000.00 or less.
- (4) It is intended that, at all times, this Plan will be fully "qualified" by the Director of Internal Revenue and authority has been given to the Trustees to amend or change the terms and provisions of the Trust Agreement and/or Pension Plan as may be required to maintain this "qualified" status.
- (5) A Participant may not receive more than one type of benefit at the same time, except that a Participant may receive a benefit as the Spouse or the Beneficiary of a deceased Participant.
- (6) The amount of all benefits payable under this Plan will be calculated according to the provisions of the Pension Plan in effect at the time the Vested Participant separates from all employment with all Employers. A Vested Participant will be considered to have separated from all employment with all Employers when he or she fails to accrue at least one (1) Year of Service out of two consecutive Plan Years.

## **XXII. BENEFIT APPLICATION AND CLAIMS APPEALS PROCEDURE**

(1) You may obtain benefit application forms by writing to the Board of Trustees of the I.B.E.W. Local 688 Pension Plan, c/o Compensation Programs of Ohio, Inc., 33 Fitch Blvd., Austintown, Ohio 44515, by phoning the Office of the Administrative Manager, (800) 435-2388 or by obtaining such form from the Plan Office located at 67 S. Walnut Street, Mansfield, Ohio 44902 (Telephone: 419-529-5889). Complete the application and return it along with a proof of your age (birth certificate, baptismal record, passport, etc.) to the Plan Office. You may apply for a benefit at any time up to two (2) years prior to your retirement date. The Plan Office or the Office of the Administrative Manager will send you the necessary application forms and any explanation of the Qualified Joint and Survivor Benefit, if applicable.

(2) The Board of Trustees or its designated committee shall make all determinations regarding the validity of the claim. Upon any partial or total adverse benefit determination, the Fund shall deliver or mail a Notice of Adverse Benefit Determination to you or your authorized representative within ninety (90) days of the filing of the claim, except in the case of a disability retirement benefit claim. In the case of a claim for disability retirement benefits, the Administrative Manager shall notify you or your authorized representative, of the Plan's adverse benefit determination within a reasonable period of time, but not later than forty-five (45) days after receipt of the claim by the Plan. This period may be extended by the Plan for up to thirty (30) days, provided that the Administrative Manager both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you or your authorized representative, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Administrative Manager determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional thirty (30) days, provided that the Administrative Manager notifies the you or your authorized representative, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any extension under this paragraph, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you or your authorized representative shall be afforded at least forty-five (45) days within which to provide the specified information.

(3) The period of time within which a benefit determination is required to be made, for both disability retirement benefits and other types of benefits under the Plan, will begin at the time the claim is filed in accordance with the reasonable procedures of the Plan, without regard to whether all information necessary to make a benefit determination accompanies the filing. If additional information is necessary to make a benefit determination, the period of time for making the benefit determination shall be tolled from the date the notification for additional information is requested until you or your authorized representative responds to the request for additional information.

(4) The Notice of Adverse Benefit Determination shall be written in a manner calculated to be understood by you or your authorized representative, and shall contain:

- (A) the specific reason or reasons for the adverse benefit determination;
- (B) specific reference to pertinent plan provisions on which the determination was based;
- (C) a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary;
- (D) a description of the plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under section 502(a) of the Act following an adverse benefit determination on review;
- (E) in the case of an adverse benefit determination by the Plan regarding disability retirement benefits,
  - (1) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to you upon request; or
  - (2) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to your medical circumstances, or a statement that such explanation will be provided free to charge upon request.

(5) Except in the case of a disability retirement benefit claim, you or your authorized representative may appeal the decision of the Plan by written notice received by the Board of Trustees within sixty (60) days of the mailing of the notice of an adverse benefit determination. In the case of a disability benefit claim you or your authorized representative may appeal the decision within one hundred eighty (180) days of the mailing of the Notice of Adverse Benefit Determination. The written notice only needs to state your name, address, and the fact that you are appealing from the decision of the Board of Trustees, giving the date of the decision appealed from. The appeal shall be addressed as follows:

Board of Trustees  
 I.B.E.W. Local 688 Pension Plan  
 c/o Compensation Programs of Ohio, Inc.  
 33 Fitch Blvd.  
 Austintown, Ohio 44515

(6) The Plan shall:

- (A) provide you or your authorized representative the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;
  - (B) provide that you or your authorized representative shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits; and
  - (C) provide for a review that takes into account all comments, documents, records, and other information submitted by you or authorized representative relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- (7) In the case of a disability benefit claim, the Plan shall:
- (A) provide for a review that does not afford deference to the initial adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;
  - (B) provide that, in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training experience in the field of medicine involved in the medical judgment;
  - (C) provide for the identification of medical or vocational experts whose advice was obtained on behalf of the plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
  - (D) provide that the health care professional engaged for purposes of a consultation under paragraph G (2) of this section shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.
- (8) Prior to a determination on the appeal, you or your authorized representative may have an opportunity to review necessary and pertinent documents upon which the denial in whole or in part is based and may submit written issues and comments pertinent to the appeal.
- (9) Except in the case of a disability retirement benefit claim, the Board of Trustees shall consider your appeal of benefit claim no later than its regular quarterly meeting, which immediately follows the receipt of the notice of appeal, unless such notice was filed within thirty (30) days preceding the date of such meeting. If the notice of appeal was received within thirty (30) days prior to the next regular quarterly meeting, the Board of Trustees may consider the appeal at the second regular quarterly meeting following the receipt of the notice of appeal. In



the case of a disability retirement benefit claim the Board of Trustees shall consider such an appeal within forty-five (45) days following receipt of the appeal.

(10) If special circumstances exist regarding a benefit claim, the Board of Trustees may take an extension of time, to the next regularly scheduled meeting, to review the claim, provided that you or your representative are given a notice describing the special circumstances prior to the expiration of the original review period.

(11) After consideration of the appeal as above, the Board of Trustees shall advise you or your authorized representative of its decision in writing within five (5) days following the meeting at which the appeal was considered. The decision of the Board of Trustees shall set forth specific reasons for their conclusions and shall be written in a manner calculated to be understood by you and shall make references to the pertinent Plan provision(s) upon which the decision is based. The decision shall be final and binding upon you unless further appealed as provided in Section 12 below. The Notice of Adverse Benefit Determination Upon Appeal shall contain:

- (A) the specific reasons or reasons for the adverse determination upon appeal;
- (B) reference to specific Plan provisions on which the determination is based;
- (C) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits;
- (D) a description of the Plan's procedures regarding a hearing before the Board of Trustees and the time limits applicable to such procedures, including a statement of your right to bring civil action under ERISA Section 502(a) following an adverse benefit determination from the Board of Trustees; and
- (E) the following statement "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out way may be available is to contact your local U.S. Department of Labor office."

(12) A full hearing before the Board of Trustees shall be held when:

- (A) The Board of Trustees determines, prior to making a decision on appeal, that a hearing is necessary. In such event, the Board of Trustees shall notify you or your representative of the date, time, and place set for a full hearing on your appeal by regular mail addressed to you as shown on the notice of appeal.
- (B) You or your representative request a full hearing before the Board of Trustees by written notice within fifteen (15) days after receipt of the Board of Trustees' decision on appeal. The written notice needs to state only your name, address, and the fact that you are requesting a full hearing before the Board of Trustees, giving the date of the decision of the Board of Trustees.
- (C) In no case shall the date for the hearing set forth in (12)(A) or (12)(B), be set for a time later than the third regular meeting of the Board of Trustees following the receipt of the original notice of appeal. If you had a hearing under (12)(A) shall not be entitled to a hearing under (12)(B).

(D) The Hearing:

- (1) A full written report shall be kept of the proceedings of the hearing.
- (2) In conducting the hearing, the Board of Trustees shall not be bound by the usual common law or statutory rules of evidence.
- (3) You or your attorney shall have the right to review the written record of the hearing, make a copy of it and file objections to it.
- (4) There shall be copies made of all documents and records introduced at the hearing, attached to the record of the hearing, and made a part of it.
- (5) All information upon which the Board of Trustees based its original decision shall be disclosed to you or your authorized representative at the hearing.
- (6) In the event that additional evidence is introduced by the Board of Trustees which was not made available to you or your authorized representative prior to the hearing, you shall be granted a continuance of as much time as you desire, not to exceed thirty (30) days.
- (7) You shall be afforded the opportunity of presenting any evidence in his or her behalf. If you offer new evidence, the hearing may be adjourned for a period of not more than thirty (30) days so the Board of Trustees may, if they wish, investigate the accuracy of your new evidence or determine whether additional evidence should be introduced.

(13) After consideration of the appeal, the Board of Trustees shall advise you or your authorized representative of its decision in writing within five (5) days following the hearing at which the appeal was considered. The decision of the Board of Trustees shall set forth specific reasons for their conclusion, shall be written in a manner calculated to be understood by you and shall make reference to the pertinent Plan provisions upon which the decision is based. This decision shall be final and binding upon you.

(14) Trustee Discretionary Authority

- (A) The decisions of the Trustees in all matters pertaining to the administration of the Plan shall be final. The Board of Trustees, as the administrator of the Plan, shall have complete control of the administration of the Plan, subject to the provisions hereof, with all powers necessary to enable it to properly carry out its duties in that respect. Not in limitation, but in amplification of the foregoing, the Trustees shall have full authority and discretion to construe, interpret and apply all provisions of the Plan and to determine all questions that may rise hereunder, including all questions relating to the eligibility of Participants to participate in the Plan, the amount of any benefit to which any Participant, Beneficiary, spouse, or contingent annuitant may become entitled hereunder and to determine all appeals subsequent to any determination upon application for benefits.

Specifically, the Trustees shall have full and complete authority and discretion to make any determinations or findings of fact regarding any claims and appeals of any benefit determinations. Its decision upon all matters within the scope of its authority shall be final.

### **XXIII. STATUTE OF LIMITATIONS**

**(1) If you should choose to pursue your right to file a lawsuit or legal proceeding against the I.B.E.W. Local 688 Pension Plan, I.B.E.W. Local 688 Pension Fund or their respective Board of Trustees, you must do so within three (3) years of the date on which any such alleged cause of action accrued. Accordingly, a three (3) year statute of limitations shall apply to any and all claims against the Plan, the Fund or their respective Board of Trustees, including, but limited to any claims for benefits and/or claims pursuant to Section 502(a) of ERISA.**

## **XXIV. STATEMENT OF YOUR RIGHTS UNDER ERISA**

(1) You have probably heard about ERISA. ERISA stands for the Employee Retirement Income Security Act which was signed into law in 1974. This federal law establishes certain minimum standards for the operation of employee benefit plans, including the I.B.E.W. Local 688 Pension Plan. The Board of Trustees of your Plan, in consultation with their professional advisors, have reviewed these standards carefully and have taken steps necessary to assure full compliance with ERISA. ERISA requires that Plan Participants and beneficiaries be provided with certain information about their benefits, how they may qualify for benefits, and the procedures to follow when filing a claim for benefits. This information has already been presented in the preceding pages of this SPD. ERISA also requires that Participants and beneficiaries be furnished with certain information about the operation of the Plan and about their rights under the Plan.

(2) **READ THIS SECTION CAREFULLY.** Only by doing so can you be sure that you have the information you need to protect your rights and your best interests under this Plan.

- (A) ERISA provides that all Plan Participants shall be entitled to:
- (B) Examine, without charge, at the Administrative Manager's office and at other locations (worksites, at which at least fifty (50) individuals are employed, and union halls,), all Plan Documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports and plan descriptions.
- (C) Obtain copies of all Plan Documents and plan information upon written request to the Office of the Administrative Manager. The Administrative Manager may make a reasonable charge for the copies.
- (D) Obtain a complete list of the employers sponsoring the Pension Plan, upon written request to the Office of the Administrative Manager, which is available for examination by Participants and Beneficiaries at a reasonable copying charge. In addition, Participants and Beneficiaries may receive from the Administrative Manager, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and, if the employer or employee organization is a plan sponsor, the sponsor's address.
- (E) Receive a summary of the Plan's annual report (Form 5500). The Board of Trustees, as Plan Administrator, is required by law to furnish each Participant with a copy of this Summary Annual Report.
- (F) Obtain a statement telling you whether or not you have a right to receive a pension at Normal Retirement Age and if so, what your benefit would be at Normal Retirement Age if you stop working under the Plan now.
- (G) If you do not have a right to a pension, the statement will tell you how many years you have to work to get a pension.

- (H) This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.
- (3) In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan.
- (4) No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit to which you may be entitled, or exercising your rights under ERISA.
- (5) If your claim for a pension benefit is denied, in whole or in part, you must receive a written explanation of the reasons for the denial. You have the right to have the Plan review and reconsider your claim.
- (6) Under ERISA, there are steps you can take to enforce the above rights.
- (A) For instance, if you request materials from the Plan and do not receive them within thirty (30) days, the court may require the Administrative Manager to provide the materials and pay you up to \$110 a day until you receive the materials unless the materials were not sent because of reasons beyond the control of the Administrative Manager.
- (7) If you have a claim for benefits which is denied, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court.
- (8) If it should happen that Plan fiduciaries misuse the Plan's monies, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.
- (A) The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees.
- (B) If you lose, the court may order you to pay these costs and fees, if it finds, for example, your claim is frivolous.
- (9) If you have any questions about your Plan, you should contact the Administrative Manager.
- (10) If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration Department of Labor or one of the Employee Benefits Security Administration offices located as follows:

U.S. Department of Labor  
Employee Benefits Security Administration  
Cincinnati Regional Office

1885 Dixie Highway  
Suite 210  
Fort Wright, KY 41011-2664  
(859) 578-4680

or

U.S. Department of Labor  
Employee Benefits Security Administration  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

or

Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210.

## **XXV. ADDITIONAL INFORMATION REQUIRED BY ERISA**

- (1) Name of Plan:

International Brotherhood of Electrical Workers Local 688 Pension Plan.

- (2) Plan Established and Maintained by:

Board of Trustees  
I.B.E.W. Local 688 Pension Plan  
67 S. Walnut Street  
Mansfield, OH 44902  
(419) 529-5889

- (3) Sponsoring Employers: Upon written request to the Plan Office, you may receive information as to whether a particular Employer is a sponsor of this Plan. If he or she is, the Plan Office will furnish his or her address.

- (4) Employer Identification Number (EIN): 34-6700779

- (5) Plan Number: 001

- (6) Type of Pension Plan: The I.B.E.W. Local 688 Pension Plan is referred to as a defined benefit plan. This means that the dollar amount of benefits provided is based on either Years of Service or the amount of contributions paid on behalf of the Participant.

The exact dollar amount of the contribution is determined by collective bargaining between the Union(s) and the Employer(s). The level of benefits is determined actuarially considering contribution income, mortality rates, turnover of Employees, general economic conditions and other factors affecting fund income and costs. Actuarial valuations are performed by the enrolled actuaries retained by the Trustees on the Participant's behalf. Cost projections and determining benefit levels are done in consultation with the actuary. Although the Trustees and professional advisors make every effort to fix benefit levels accurately, benefit levels are subject to adjustments depending on changes in economic conditions, results of collective bargaining and other necessary changes related to actuarial assumptions.

- (7) Type of Administration of the Plan: Although this Plan technically is administered and maintained by the Joint Board of Trustees for the I.B.E.W. Local 688 Pension Plan, the Trustees have delegated certain administrative functions to a professional Administrator. Address all communications with the Board of Trustees to:

Board of Trustees  
I.B.E.W. Local 688 Pension Plan  
c/o Jessica Carlisle, Office Manager  
67 S. Walnut Street  
Mansfield Ohio 44902  
(419) 529-5889



(8) Agent for Service of Legal Process: Service of legal process may be made upon Timothy P. Piatt, Plan Counsel, Macala & Piatt, LLC, 4150 Belden Village Street, Suite 602, Canton, Ohio 44718.

(9) Name, Title and Address of Principal Place of Business of Each Trustee:

**Union Trustees**

Doug Anderson  
717 St. Rte. 852  
Ashland, Ohio 44805

Lance Biglin  
7833 St. Rte. 96  
Crestline, Ohio 44827

Carl Neutzling  
67 S. Walnut St.  
Mansfield, Ohio 44902

Hubert Rice  
1870 Cunning Dr.  
Mansfield, Ohio 44907

**Management Trustees**

Mark Bosko  
Alpine Electric, Inc.  
57 East 6<sup>th</sup> St.  
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Brian Damant  
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William Lucas  
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146 South Greenwood St.  
Marion, Ohio 43302

Steve Palmer  
Spring Electric  
1500 East Lindaire Ln.  
Mansfield, Ohio 44906

(10) Collective Bargaining Agreement: This Plan is maintained pursuant to a Collective Bargaining Agreement between I.B.E.W. Local 688 and the various participating Employers. You may obtain a copy of the Collective Bargaining Agreement by writing to the Administrative Manager, or you may examine it at the Plan Office.

(11) Sources of Contribution: This Plan is funded through contributions by the Employers on behalf of their Employees, under the terms of a Collective Bargaining Agreement, and by investment income earned on a portion of the Plans assets. The Plan is subject to periodic actuarial review to assure that the relationship between income and benefit costs meet the funding standards required by ERISA. A significant portion of the Fund's assets are invested by investment managers. These managers currently are Atalanta Sosnoff, Fifth-Third Bank, and Winslow Asset Management.

(12) Funding Medium for the Accumulation of Plan Assets: Assets are accumulated and benefits are provided by the Trust Fund. Some Plan assets are invested. These investments are made only after consultation with professional investment managers employed by the Plan.

(13) Date of the Plan's Fiscal Year End: May 31.

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15. The PBGC's maximum guarantee limit is \$16.25 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$5,850.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guarantee amount set by law; (2) benefit increases and new benefits based on plan provision that have been in place for fewer than 5 years at the earlier of: (i) the date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

**APPENDIX A - TABLE OF FACTORS -- JOINT AND SURVIVORSHIP (50%)**

<b>Member's Age</b>	<b>40</b>	<b>41</b>	<b>42</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>
<b>55</b>	0.874568	0.876808	0.879123	0.881515	0.883980	0.886518	0.889126
<b>56</b>	0.866389	0.868684	0.871060	0.873517	0.876054	0.878669	0.881361
<b>57</b>	0.857800	0.860148	0.862583	0.865103	0.867709	0.870399	0.873172
<b>58</b>	0.848801	0.851199	0.853690	0.856271	0.858943	0.861705	0.864557
<b>59</b>	0.839394	0.841840	0.844383	0.847022	0.849758	0.852589	0.855517
<b>60</b>	0.829545	0.832037	0.834629	0.837323	0.840118	0.843016	0.846016
<b>61</b>	0.819256	0.821789	0.824428	0.827173	0.830025	0.832986	0.836054
<b>62</b>	0.808531	0.811103	0.813785	0.816578	0.819483	0.822502	0.825634
<b>63</b>	0.797383	0.799990	0.802711	0.805548	0.808502	0.811575	0.814769
<b>64</b>	0.785831	0.788469	0.791226	0.794103	0.797102	0.800225	0.803474
<b>65</b>	0.773884	0.776550	0.779338	0.782251	0.785290	0.788459	0.791759
<b>66</b>	0.761575	0.764265	0.767081	0.770025	0.773100	0.776310	0.779656
<b>67</b>	0.748950	0.751660	0.754500	0.757471	0.760578	0.763824	0.767210
<b>68</b>	0.735987	0.738713	0.741572	0.744566	0.747699	0.750976	0.754398
<b>69</b>	0.722612	0.725350	0.728224	0.731237	0.734391	0.737694	0.741146
<b>70</b>	0.708748	0.711494	0.714379	0.717405	0.720576	0.723899	0.727376
<b>71</b>	0.694397	0.697148	0.700038	0.703073	0.706256	0.709593	0.713089
<b>72</b>	0.679566	0.682316	0.685207	0.688246	0.691435	0.694781	0.698289
<b>73</b>	0.664263	0.667007	0.669895	0.672932	0.676122	0.679471	0.682986
<b>74</b>	0.648558	0.651293	0.654173	0.657203	0.660387	0.663734	0.667248
<b>75</b>	0.632491	0.635211	0.638078	0.641095	0.644269	0.647607	0.651115
<b>Member's Age Continued</b>	<b>47</b>	<b>48</b>	<b>49</b>	<b>50</b>	<b>51</b>	<b>52</b>	<b>53</b>
<b>55</b>	0.891802	0.894541	0.897339	0.900193	0.903098	0.906048	0.909036
<b>56</b>	0.884127	0.886962	0.889864	0.892828	0.895851	0.898926	0.902046
<b>57</b>	0.876026	0.878956	0.881959	0.885032	0.888171	0.891369	0.894620
<b>58</b>	0.867495	0.870517	0.873619	0.876799	0.880052	0.883372	0.886753
<b>59</b>	0.858537	0.861648	0.864846	0.868130	0.871495	0.874934	0.878442
<b>60</b>	0.849115	0.852312	0.855603	0.858987	0.862461	0.866017	0.869650
<b>61</b>	0.839228	0.842507	0.845887	0.849369	0.852947	0.856616	0.860371
<b>62</b>	0.828880	0.832237	0.835702	0.839276	0.842955	0.846734	0.850607
<b>63</b>	0.818081	0.821511	0.825057	0.828719	0.832495	0.836378	0.840364

64	0.806848	0.810347	0.813969	0.817714	0.821580	0.825563	0.829658
65	0.795190	0.798752	0.802444	0.806267	0.810218	0.814295	0.818492
66	0.783139	0.786759	0.790515	0.794409	0.798440	0.802604	0.806897
67	0.770739	0.774412	0.778226	0.782186	0.786290	0.790535	0.794917
68	0.757968	0.761686	0.765554	0.769573	0.773743	0.778062	0.782526
69	0.744751	0.748510	0.752423	0.756494	0.760724	0.765109	0.769648
70	0.731010	0.734802	0.738755	0.742872	0.747153	0.751598	0.756203
71	0.716745	0.720565	0.724550	0.728705	0.733031	0.737527	0.742191
72	0.701962	0.705803	0.709813	0.713998	0.718360	0.722898	0.727612
73	0.686668	0.690522	0.694549	0.698757	0.703147	0.707719	0.712472
74	0.670933	0.674793	0.678830	0.683052	0.687461	0.692058	0.696842
75	0.654796	0.658654	0.662693	0.666921	0.671340	0.675952	0.680756

**NOTE:** To find the percentage on the Joint and One-Half Survivor Annuity Factors Tables, find the retiree's age across the top and the Spouse's age along the left side. You will find the percentage factor where the two columns meet.

Example: Retiree's age 60  
Spouse's age 58  
Joint and Survivor factor .889

On the Life Annuity with 120 Payments Guaranteed Table, if a Participant's Normal Retirement Benefit payable for life is \$1,000.00 per month commencing at age 65, multiply \$100.00 by .911320. The Ten Year Certain and Life monthly benefit is \$911.32.