

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

**SUMMARY PLAN DESCRIPTION**

**EFFECTIVE JUNE 1, 2011**

BOARD OF TRUSTEES  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 688 RETIREMENT 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 Retirement Plan  
67 S. Walnut Street  
P.O. Box 1384  
Mansfield, OH 44901**

Dear Participants:

We are pleased to distribute this Summary Plan Description ("SPD") detailing the benefits under your Retirement 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 Retirement 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 Retirement 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. 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 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) **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.
- (2) **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 Participant’s benefits under this Plan.
- (3) **Association:** Association means the Mansfield Division of the Central Ohio Chapter of the National Electrical Contractors Association.
- (4) **Beneficiary:** Beneficiary means the person or entity designated to receive benefits which may be payable after death. If a Participant or Former Participant dies, his or her Beneficiary shall be the Spouse to whom the Participant or Former Participant was married at the time of death unless that Spouse has consented in writing to a non-Spouse Beneficiary, the consent acknowledges the effect thereof, and the consent is witnessed by a Plan representative or by a notary public. If the preceding sentence does not apply and no valid beneficiary designation form has been filed with the Board of Trustees on 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 in the following classes which is living at the date of the death of the Participant or Former Participant:
- (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).
- (5) **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, and which is responsible for administering the Plan. The Board of Trustees shall be the “administrator”, as that term is used in ERISA.
- (6) **Code:** Code means the Internal Revenue Code of 1986, as amended.
- (7) **Collective Bargaining Agreement:** Collective Bargaining Agreement means the written agreement between the Union and the Association which governs the wages, hours and working conditions of Employees working in Covered Employment.
- (8) **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.

(9) **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.

(10) **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.

(11) **Credit Account:** Credit Account means the bookkeeping account established by the Board of Trustees for each Participant, Former Participant, and Beneficiary, to which Employer contributions and investment earnings are credited and to which investment losses, expenses, and benefit payments are charged.

(12) **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 at least age 55.

(13) **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.

(14) **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, pursuant to the Collective Bargaining Agreement, 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 in accordance therewith agrees to make contributions to fund the Plan.

(C) The Union to the extent, and solely 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 otherwise 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.

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

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

(17) **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.

(18) **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.

(19) **Jurisdiction of the Plan:** The term "Jurisdiction of the Plan" shall mean the industry, trade or craft in the geographic area over which the I.B.E.W. Local 688 has jurisdiction.

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

(21) **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 Retirement 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.
- (22) **Normal Retirement Age:** Normal Retirement Age means the later of (1) age 65 or (2) the 5th anniversary of when a Participant commenced participation in the Plan.
- (23) **Normal Retirement Date:** Normal Retirement Date means the first day of the month coincident with or immediately following the Normal Retirement Age.
- (24) **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.
- (25) **Participant:** Participant means an individual who has satisfied the eligibility requirements of the Plan and who has not ceased participation pursuant thereto.
- (26) **Total and Permanent Disability:** Total and Permanent Disability means a physical or mental condition which completely prevents a Participant from engaging in any occupation for wages or profit and which will, on the basis of competent medical evidence, be permanent and continuous during the remainder of the Participant's life. Notwithstanding the foregoing, a Total and Permanent Disability shall not result (1) from an addiction to narcotics; (2) if the incapacity was suffered, contracted or incurred while engaging in a felonious enterprise, or resulted therefrom; (3) from an intentionally-inflicted injury; or (4) from a wound or disability suffered of a state of war.
- A Total and Permanent Disability shall not exist until so certified by the Board of Trustees, which may rely on medical advice which it deems to be appropriate.
- (27) **Plan:** Plan means the I.B.E.W. Local 688 Retirement Plan, and any amendments.
- (28) **Plan Year:** Plan Year means the period from June 1 through May 31.
- (29) **Qualified Election:** A waiver of the Qualified Joint and Survivor Benefit or a Qualified Pre-retirement Survivor Benefit. The waiver must be in writing, in the presence of a Notary Public or Plan representative, and must be consented to by the Participant's Spouse.
- (30) **Summary Plan Description:** The term "Summary Plan Description" shall mean a document which summarizes the rules and provisions for benefits which are stated in their entirety in the Plan Document.
- (31) **Union:** Means I.B.E.W. Local Union No. 688.

(32) **Vesting:** A person becomes one hundred percent (100%) vested upon receipt of the first contribution paid into the Plan on his behalf on the first day of working for an Employer participating in the Plan.

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

- (1) You shall become a Participant as of the date your Employer is required by the Collective Bargaining Agreement to make contributions to the Plan.
- (2) Participation in the Plan shall cease upon the earlier of the following:

  - (A) Death;
  - (B) Retirement;
  - (C) Total and Permanent Disability; or
  - (D) Receipt of Termination Benefit.



### **III. CONTRIBUTIONS**

- (1) Employer Contributions: Employer Contributions shall be governed by the Collective Bargaining Agreement or other written agreement. In no event shall Employer Contributions be made for periods during which a person was self-employed.
- (2) Voluntary Contributions: Voluntary Contributions by Participants, Former Participants, or Beneficiaries are not permitted.
- (3) Roll Over Contributions. Roll Over Contributions into the Plan by a Participant in a lump-sum form which is distribution from a qualified Retirement or Profit Sharing Plan shall be permitted.
- (4) Limit on Credit Account Contributions.
  - (A) The amount of annual additions which may be credited to your Credit Account for any Limitation Year may not exceed the lesser of:
    - (1) \$40,000.00 as adjusted for increases in the cost-of-living under Section 415(d) of the Internal Revenue Code; or
    - (2) One Hundred percent (100%) of your compensation (within the meaning of Section 415 (c)(3) of the Internal Revenue Code) for the Plan Year.

#### **IV. TYPES OF BENEFITS**

- (1) There are seven (7) types of benefits payable under this Plan.**
  - (A) Late Retirement Benefits.**
  - (B) Normal Retirement Benefits.**
  - (C) Early Retirement Benefits.**
  - (D) Death Benefits.**
  - (E) Total and Permanent Disability Benefits.**
  - (F) Other Termination of Employment (Termination Benefit).**
  - (G) Partial Benefits.**

## **V. BENEFITS/DISTRIBUTION OF BENEFITS**

(1) Late Retirement. If you are employed with an Employer after the Normal Retirement Date, you are not entitled to receive benefits during continued employment. However, you will have a totally nonforfeitable interest in the Credit Account. When you retire from the service of all Employers, you are entitled to the full value of your Credit Account, payable as provided in sub-section (8) below.

(2) Normal Retirement. When you reach the Normal Retirement Date and retire from the service of all Employers, you will be entitled to the full value of your Credit Account, payable as provided in sub-section (8) below. Your Credit Account is totally nonforfeitable at the Normal Retirement Age.

(3) Early Retirement. When you reach the Early Retirement Date, retire from the service of all Employers, and (if otherwise eligible) begin receiving a retirement benefit from the I.B.E.W. Local 688 Retirement Plan, you are entitled to the full value of your Credit Account, payable as provided in sub-section (8) below.

(4) Death Benefits. Upon your death, the full value of your Credit Account shall be paid to your surviving Spouse or Beneficiary as provided in sub-section (8) below.

(5) Total and Permanent Disability Benefits. When it is determined that you are totally and permanently disabled and you have been approved by the Federal Social Security Administration for disability prior to your Early or Normal Retirement, then you shall be entitled to receive the full value of your Credit Account.

(6) Other Termination of Employment (Termination Benefit). If no Employer contributions (including those received pursuant to a reciprocity agreement) are made on your behalf for 6 or more consecutive months, you shall be entitled to the full value of your Credit Account, payable as provided in sub-section (8) below. There is a \$25.00 administration fee charged to process the termination application which will be deducted from the amount of your Termination Benefit.

(7) Partial Benefit Distributions.

(A) You may elect partial benefit distributions if you meet all of the following criteria:

- (1) You have reached age 55;
- (2) You retire from service within the jurisdiction of Local Union 688;
- (3) You notify the Administrative Manager of your retirement; and
- (4) Your account balance exceeds \$25,000.

(B) If you meet all of the criteria in paragraph (A), you may elect to receive benefits in the form of partial distribution payments of not less than \$5,000.00 per calendar year. Such benefit election shall be in lieu of your receipt of your full account balance (in

lump-sum form), a Life Annuity or a Qualified Joint and Survivor Annuity. Such partial payments may not be less than the minimum required distribution, as described in sub-section (C) below. The payment of the partial benefit to you will begin on the first day of the month after the month in which your application is completed and approved by the Fund office. The partial benefit amount you elect shall be effective for the remainder of that calendar year and for the next succeeding calendar year. You may elect to modify the partial benefit amount by applying for such modification, on appropriate forms supplied by the Fund office, on or before November 30<sup>th</sup> of a calendar year in which you are eligible to elect a partial benefit amount modification. You shall remain eligible for partial benefits, so long as you are otherwise qualified, if your account balance was in excess of \$25,000.00 at the time of your original election of such a benefit, regardless of whether your account balance is less than \$25,000.00 at the time of any further election of partial benefits subsequent to the original election. For purposes of administering this sub-section (C), your account shall be valued in accordance with the last valuation performed on the account immediately prior to the date on which your application for a monthly benefit is received by the Fund office. No Participant shall be permitted to elect a partial benefit amount that violates the provisions of Internal Revenue Code Section 401 (a)(9) and/or 26 C.F.R. Section 1.401(a)(9)-1.

(C) The annual sum of any partial benefit amounts must be equal to or greater than the quotient obtained by dividing your account balance by your appropriate life expectancy. This minimum required distribution shall begin on the first calendar year for which distributions are required and continue for each succeeding calendar year and the minimum required distribution shall be calculated pursuant to Internal Revenue Service Code Section 401(a)(9) and/or 26 C.F.R. Section 1.401(a)(9)-1.

(D) All monthly benefit distributions pursuant to this Section shall be subject to the spousal consent provisions outlined in the Qualified Joint and Survivor Benefits Section.

(E) Nothing in this Section shall be deemed to prohibit or prevent your from electing, at any time, a benefit that you are otherwise eligible for under the Plan.

(8) Distribution of Benefits; Distribution of Benefits upon Death.

(A) Unless you elect otherwise, if:

- (1) the Plan is a direct or indirect transferee of benefits from another plan to which automatic Qualified Joint and Survivor Annuity options apply;
- (2) you are married on the date benefits are to commence; and
- (3) you do not die before that date;

you shall receive the value of your account in the form of a Qualified Joint and 50% Survivor Annuity. The Qualified Joint and 50% Survivor Annuity is an annuity that commences immediately and shall be equal in value to a Single Life Annuity. For Married Participants, the Qualified Joint and 50% Survivor Annuity shall be payable for the life of the Participant and, following the Participant's death, shall continue to the

Spouse during the Spouse's lifetime at a rate equal to fifty percent (50%) of the rate at which such benefits were payable to the Participant. An unmarried Participant shall receive the value of his account payable in accordance with sub-section (8)(B) below.

(B) If you properly elect not to receive the retirement benefit in the form of a Qualified Joint and 50% Survivor Annuity (for married Participants) or Single Life Annuity (for unmarried Participants), the Trustees shall distribute to you or your Beneficiary any amount to which you are entitled under the Plan in one of the following methods as elected by you or your Beneficiary:

- (1) One lump-sum payment in cash;
- (2) Payments of principal in as nearly equal periodic installments as market conditions will allow, but in no event less than \$1,200.00 per year, until the Participant's account is exhausted subject to any minimum distribution requirements of the Internal Revenue Code; or
- (3) A Qualified Joint and 75% or 100% Survivor Annuity

(C) If the present value of your individual account is \$1,000.00 or less, the Trustees shall have the discretion to immediately distribute such a dormant account without your consent. A dormant individual account shall be defined as a Participant's individual account which has had no contributions for at least 2 calendar years. If the present value of your individual account is more than \$1,000.00 but not more than \$5,000.00, your account may not be distributed without your consent. If the present value has ever exceeded \$5,000.00, your Credit Account may not be paid to you without your written consent and the written consent of your Spouse, if any. If you are married, no distribution may be made after your benefit starting date unless the distribution is consented to in writing by you and your Spouse, or, if you are deceased, your surviving Spouse. Any written consent required under this paragraph must be obtained not more than 180 days before commencement of the distribution and shall be made in a manner consistent with the Qualified Joint and Survivor Annuity Benefits section below.

(D) If you are a Participant who reaches age 70 ½ on or after January 1, 1988, your Credit Account shall be distributed to you no later than the first day of April of the calendar year following the calendar year in which you attain age 70 ½.

(E) If you die before receiving a benefit under the Plan and you have a surviving Spouse, one hundred percent (100%) of your Credit Account will be paid to your surviving Spouse. If you die after commencing receipt of benefits under this Plan and you have a surviving Spouse to whom the Qualified Joint and Survivor options of this sub-section (8) and the Qualified Joint and Survivor Annuity Benefits section below does not apply, the surviving Spouse shall be entitled to one hundred percent (100%) of the balance in your Credit Account under sub-section (8)(B). If you did not have a surviving Spouse then your Credit Account shall be distributed to your Beneficiary.

(F) If you die before benefits have commenced and either:

- (1) the Plan is a direct or indirect transferee of benefits from another plan to which automatic Qualified Pre-Retirement Survivor Benefits apply; or
- (2) if you are a Vested Participant

and you die before benefits have commenced, your Credit Account shall be applied towards the purchase of an annuity for the life of your surviving Spouse, if any. In lieu of the Qualified Pre-Retirement Survivor Annuity, your surviving Spouse may elect a lump-sum payment which is at least the amount which would have been payable as a survivor benefit under the Qualified Joint and Survivor Benefit referred to above, provided:

- (1) If you die on or before the earliest retirement age, your surviving Spouse (if any) will receive the same benefit that would have been payable if you had: (a) separated from service on the date of death; (b) survived to the earliest retirement age; (c) retired with an immediate Qualified Joint and Survivor Benefit at the earliest retirement age; or (d) died on the day after the earliest retirement age; or
- (2) If you die after the earliest retirement age, your surviving Spouse (if any) will receive the same benefit that would be payable under sub-section (H)(1) – (6) if you had retired on the day before your death.

(G) The election period to waive a Qualified Pre-Retirement Survivor Benefit begins on the first day of the Plan Year in which you attain age thirty-five (35) and ends on the date of your death. If you separate from service prior to the first day of the Plan Year in which age thirty-five (35) is attained, with respect to benefits accrued prior to separation, the election period shall begin on the date of separation.

(H) Unless you are permitted to elect otherwise, distribution of benefits will commence no later than the 60th day after the latest Plan Year in which:

- (1) You attain age sixty-five (65);
- (2) You have your 5th anniversary of the year in which you commenced participation in this Plan; or
- (3) You terminate employment with the Employer.

(I) In the event you die after your benefit distribution has commenced but before the entire benefit has been paid, the remaining portion of the benefit will be distributed at least as rapidly as under the method of distribution being utilized as of the date of death.

(J) If you die prior to the commencement of any distribution, the entire benefit shall be distributed within five (5) years after your death, except to the extent that one of the following elections is made:

- (1) if a portion of your benefit is payable to (or for the benefit of) a Designated Beneficiary, such portion will be distributed over a period not extending beyond the life expectancy of the 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 prescribed by Regulation).
- (2) if the Designated Beneficiary is your surviving Spouse, the payment of the benefit is not required to commence until prior to the date on which you would have attained age seventy and one-half (70 1/2); and if your surviving Spouse dies before the distributions to such Spouse begins, the payment of your benefit shall be made as if the surviving Spouse were you.
- (3) Both (1) and (2) above are subject to the rules of Qualified Elections.

(K) Escrow Withholding Upon Distribution. Due to various economic and world events, the Fund's Administrative Manager will withhold ten percent (10%) of any distributions to you in escrow, pending the final allocation of investment income or loss. This allocation shall take place after the end of the Plan Year (i.e. approximately December 2011 for the Plan Year ending May 31, 2011 and December 2012 for the Plan Year ending May 31, 2012). After investment allocations are made, the Administrative Manager will reconcile any investment losses that may have been incurred, subtract those from the 10% withheld and refund any and all monies due and owing to you. However, the above 10% withholding will only pertain to applications for lump-sum distributions of your entire account balance or partial distributions in excess of 90% of your individual Credit Account balance.

The Board of Trustees, upon advice from the Fund's professional advisors including, but not limited to the Fund's auditor, shall have the discretion to release any escrow monies (which have been withheld for distributions made prior to the end of the last Plan Year) for earlier distribution if such release is in the best interests of both the individual Participants affected and the Fund itself.

## VI. QUALIFIED JOINT AND SURVIVOR ANNUITY BENEFITS

### (1) Eligibility for Qualified Joint and Survivor Benefits:

(A) If you have a Spouse at the date of your retirement, the Normal or Early Retirement Benefit to which you are entitled will be payable in the form of a Qualified 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 payment 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 a percentage of the retirement benefit that was paid to you. Currently, the percentages available are 50%, 75% or 100%. 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.

(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 must be consented to by your Spouse. **It is important to understand that any decision to waive Survivor benefits is purely voluntary on your part and/or 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 you establish to the satisfaction of a Plan representative that the written consent of your Spouse cannot be obtained because there is no Spouse, or the Spouse cannot be located, your written waiver will be deemed a Qualified Election. Any consent necessary under this provision will not be valid with respect to any other Spouse. You may revoke a prior waiver without your Spouse's consent 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 Survivor Annuity, you, as a Participant, 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 at least thirty (30) days and no more than 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. However, you may waive this requirement if any distribution begins more than seven (7) days after such written explanation was provided. If you are married and you wish to waive the QJSA, you and your Spouse must consent in writing and it must be witnessed by a notary public or a Plan representative. 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.

(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 Page \_\_\_\_\_) 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 succeeding your death. Then, the survivor benefit will be paid to your Spouse for the remainder of your spouse's lifetime. Unless you elect otherwise, your benefit will be in the form of a Qualified Joint and 50% Survivor Annuity.

(D) For example, suppose the amount of your Normal Retirement Benefit is \$1,500.00, you are age 65 and your Spouse is age 62. Your Qualified Joint and Survivor Annuity Benefit would be calculated as follows:

Qualified Joint and 50% Survivor Benefit = .861%

Qualified Joint and 50% Survivor Benefit = \$1,500.00 x 0.861 =  
\$1,291.50/month (payable for  
retiree's lifetime)

50% Spouse's Survivor Benefit = \$645.75/month (payable for  
Spouse's lifetime)

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

**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 are witnessed by a Plan representative or a notary public.

## **VII. QUALIFIED DOMESTIC RELATIONS ORDERS**

(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.

## VIII. ROLLOVER DISTRIBUTIONS

(1) Notwithstanding any provision of the Plan to the contrary that would otherwise limit an election under this Section, you may elect, at the time and in the manner determined by the administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan that you specify in a direct rollover.

(2) Definitions.

(A) **Eligible Rollover Distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(A)(9) of the Code; the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities) and hardship withdrawals. For purposes of this Section, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(B) **Eligible Retirement Plan.** An eligible retirement plan is an individual retirement account described in Section 408(A) of the Code, an individual retirement annuity described in Section 403(A) of the Code, or a qualified trust described in Section 401(A) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(C) **Distributee.** A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former Spouse. A Distributee shall include a non-spouse beneficiary, properly designated by a deceased Participant.

(D) **Direct Rollover.** A direct rollover is a payment by the Plan to an eligible retirement plan specified by the distributee.

(3) For purposes of the direct rollover provisions in this Section, an eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan

under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in section 414(p) of the Code.

(4) For purposes of the direct rollover provisions in this Section, an eligible retirement plan shall also mean a Roth IRA described in section 408(A) of the Code. An individual who rolls over an amount from this Plan to a Roth IRA must include in gross income any portion of the conversion amount that would be includible in gross income if the amount were distributed without being rolled over. For taxable years beginning before January 1, 2010, an individual cannot make a qualified rollover contribution from this Plan to a Roth IRA if, for the year the eligible rollover distribution is made, he or she has modified adjusted gross income exceeding \$100,000 or is married and files a separate return.

## **IX. AMENDMENT AND TERMINATION**

### **(1) Amendment**

(A) No part of the corpus of income of the Fund shall be used for the purposes other than for the exclusive benefit of Participants, Former Participants, and Beneficiaries, and for defraying reasonable expenses of administration. There shall be no reversion of funds to the 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, although no amendment shall decrease any account balance or eliminate an optional form of distribution/benefit or an Early Retirement benefit.

(B) If the Plan's vesting schedule is amended, or the Plan is amended in any way and 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.

(C) 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:

- (1) 60 days after the amendment is adopted;
- (2) 60 days after the amendment becomes effective; or
- (3) 60 days after written notice of the amendment is issued by the Board of Trustees.

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

(2) **Termination.** The Plan may be terminated at any time upon the written agreement of the Union and the Association. No contributions shall be made which are attributable to a period after the effective date of the termination. The Board of Trustees shall continue to act until the fund has been distributed according to the provisions of this document. The Trust shall continue until the fund has been distributed in accordance with the terms and provisions of this document.

(3) **Rights of Participants.** When a termination or partial termination of the plan occurs, your Credit Account shall be totally nonforfeitable as of the date of such termination or partial termination.

### **(4) Lump-sum Distributions.**

(A) The Trustees may make a lump-sum payment of \$5,000.00 or less to you without a Qualified Joint and Survivor Annuity Waiver from your spouse. However, any

mandatory or involuntary lump-sum payment can only be made if the present value of your account is \$1,000.00 or less. If the present value of the your account is more than \$1,000.00 but not more than \$5,000.00, then any distribution will require your consent. If the present value of your account is over \$5,000.00, then the payment must be in accordance with the waiver provisions for Qualified Joint and Survivor Annuity Benefits. Notwithstanding any other provisions of this Plan, the maximum annual benefit shall become payable and shall not exceed the lesser of:

- (1) \$90,000.00 or
- (2) One hundred percent (100%) of your average compensation for the highest three (3) consecutive calendar years of employment while a Participant of the Plan.

(B) However, if your benefit commences prior to age sixty-two (62), or after age sixty-five (65), the above limitation shall be adjusted in accordance with all provisions and conditions stated in the Internal Revenue Code Section 415, as amended by the Tax Equity and Fiscal Responsibility Act of 1982.

## **X. MISCELLANEOUS INFORMATION**

- (1) Your Retirement benefits are not assignable. You cannot borrow on them and your creditors may not attach them.
- (2) You may rollover a distribution from another Qualified Plan into this Plan if the rollover is consistent with the Internal Revenue Service's regulations and the Code. If the rollover is not properly done, the distribution may lose tax exempt status.
- (3) Please keep in mind that this Plan is subject to economic and mortality fluctuations. The Board of Trustees will make every possible effort to make certain that the maximum benefit actuarially allowable will be paid.
- (4) The Trustees 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. The Trustees may only make arrangements for an involuntary or mandatory lump-sum distribution if such distribution is for an amount of \$1,000.00 or less.
- (5) 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 Retirement Plan as may be required to maintain this "qualified" status.
- (6) You may not receive more than one type of benefit at the same time except that you may receive a benefit as the Spouse or the Beneficiary of a deceased Participant.
- (7) The amount of all benefits payable under this Plan will be calculated according to the provisions in effect at the time the Vested Participant separates from all employment with all Employers.



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

(1) You may obtain benefit application forms from either of the following:

(A) I.B.E.W. Local 688 Retirement Plan  
c/o Compensation Programs of Ohio, Inc.  
33 Fitch Blvd.  
Austintown, Ohio 44515  
Phone: (800) 435-2388 or (330) 270-0453

(B) I.B.E.W. Local 688 Retirement Plan  
67 S. Walnut Street  
Mansfield, Ohio 44902  
Phone: (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 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 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 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 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 an 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 the Claimant to perfect his 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 the Claimant's 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 the Claimant 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 the Claimant's medical circumstances, or a statement that such explanation will be provided free to charge upon request.
- (F) Except in the case of a disability retirement benefit claim, you or your authorized representative may appeal the decision of the Fund by written notice received by the Board of Trustees within sixty (60) days of the mailing of the Notice of 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 Retirement Plan  
c/o Compensation Programs of Ohio, Inc.  
33 Fitch Blvd.  
Austintown, Ohio 44515

(5) 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.

(6) 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 a Claimant's 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 (6)(B) 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.

(7) 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.

(8) 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.

(9) 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.

(10) 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 the Claimant unless further appealed as provided in Section (11) below. Notification of an adverse benefit determination upon appeal shall contain:

(A) the specific reasons or reasons for the adverse benefit determination;

(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 what may be available is to contact your local U.S. Department of Labor Office."

(11) 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 (11)(A) or (11)(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. A Claimant who had a hearing under (11)(A) shall not be entitled to a hearing under (11)(B).

(D) The Hearing: A full written report shall be kept of the proceedings of the hearing.

- (1) In conducting the hearing, the Board of Trustees shall not be bound by the usual common law or statutory rules of evidence.
- (2) 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.
- (3) 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.
- (4) All information upon which the Board of Trustees based its original decision shall be disclosed to you or your authorized representative at the hearing.
- (5) 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.
- (6) You shall be afforded the opportunity of presenting any evidence in his 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.

(12) After consideration of the appeal upon completion of the hearing, 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.

## **XII. STATUTE OF LIMITATIONS**

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

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

(1) ERISA stands for the Employee Retirement Income Security Act which was signed into law in 1974. ERISA establishes certain minimum standards for the operation of employee benefit plans, including this Plan. The 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.

(2) 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.

(3) 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.

#### **READ THIS SECTION CAREFULLY.**

(4) 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:

- (1) Examine, without charge, at the Administrative Manager's office, the Plan 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 a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- (2) Obtain, upon written request to the Administrative Manager, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrative Manager may make a reasonable charge for the copies.
- (3) Obtain a complete list of the Employers sponsoring the Retirement Plan, upon written request to 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.

- (4) Receive a summary of the Plan's annual report (Form 5500). The Retirement Plan is required by law to furnish each Participant with a copy of this Summary Annual Report.
- (5) Obtain a statement telling you whether or not you have a right to receive a retirement benefit at Normal Retirement Age (age 65) and if so, what your benefit would be at Normal Retirement Age if you stop working under the Plan now.
- (6) If you do not have a right to a retirement benefit, the statement will tell you how many years you have to work to get a retirement benefit.
- (7) 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.

(B) In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries.

(C) 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 retirement benefit to which you may be entitled, or exercising your rights under ERISA.

(D) If your claim for a retirement benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

(E) Under ERISA, there are steps you can take to enforce the above rights.

For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the 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.

(F) If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court.

(G) 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.



- (1) 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.
  - (2) If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.
- (H) If you have any questions about your Plan, you should contact the Retirement Plan's Administrative Manager (as listed above).
- (I) 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 the Pension and Welfare Benefit Administration whose address is as follows:

U.S. Department of Labor  
Employee Benefits Security Administration  
1885 Dixie Highway - Ste. 210  
Ft. Wright, KY 41011-2664  
Phone: (606) 578-4680

Or

U.S. Department of Labor  
Employee Benefits Security Administration  
1730 K Street - Ste. 556  
Washington, D.C. 20006  
Phone: (202) 254-7013

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.

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

(1) Name of Plan: International Brotherhood of Electrical Workers Local 688 Retirement Plan.

(2) Plan Established and Maintained by:

Board of Trustees  
I.B.E.W. Local 688 Retirement Plan  
67 S. Walnut Street  
P.O. Box 1384  
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 it is, the Plan Office will furnish to you its address.

(4) Employer Identification Number (EIN): 34-1536966

(5) Plan Number: 002

(6) Type of Retirement Plan: The I.B.E.W. Local 688 Retirement Plan is referred to as a defined contribution 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. 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 Retirement Plan, the Trustees have delegated certain administrative functions to a professional Administrative Manager. Address all communications with the Board of Trustees to:

Board of Trustees  
I.B.E.W. Local 688 Retirement Plan  
c/o Compensation Programs of Ohio, Inc.  
33 Fitch Blvd.  
Austintown, Ohio 44515  
Phone: (800) 435-2388 or  
(330) 270-0453

(8) **Agent for Service of Legal Process:** Service of legal process may be made upon the Administrative Manager, an individual Trustee or Timothy P. Piatt, Macala & Piatt, LLC, 4150 Belden Village St. NW, Suite 602, Canton, Ohio 44718.

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

| <b>Union Trustees</b>                                       | <b>Management Trustees</b>  |
|---|---|
| Carl Neutzling<br>67 S. Walnut St.<br>Mansfield, Ohio 44902 | Steve Palmer<br>Spring Electric<br>1500 East Lindaire Ln.<br>Mansfield, Ohio 44906          |
| Doug Anderson<br>717 St. Rte. 852<br>Ashland, Ohio 44805    | Mark Bosko<br>Alpine Electric, Inc.<br>57 East 6 <sup>th</sup> St.<br>Mansfield, Ohio 44902 |
| Lance Biglin<br>7833 St. Rte. 96<br>Crestline, Ohio 44827   | Brian Damant<br>Central Ohio Chapter, NECA<br>P.O. Box 163128<br>Columbus, Ohio 43216       |
| Hubert Rice<br>1870 Cuning Dr.<br>Mansfield, Ohio 44907     | William Lucas<br>Owens Electric<br>146 South Greenwood St.<br>Marion, Ohio 43302            |

(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 Contributions:** 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 Plan's assets which are currently invested with EDMP, Inc., Fifth Third Bank and Snow Capital 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) **Insurance:** The benefits of this Plan are not insured by the Pension Benefit Guarantee Corporation as such insurance is not required by ERISA for this type of defined contribution benefit Plan.

## **XV. QUESTIONS AND ANSWERS ABOUT THE RETIREMENT PLAN**

(1) **WHAT IS THE PURPOSE OF THIS PLAN?** This Plan was established to supplement the benefits of the I.B.E.W. Local 688 Pension Plan by the establishment of an individual account for each employee working as an electrician in the jurisdiction of Local 688. Contributions are made to the Plan by employers and each employee shares in these contributions as credited to his individual account. Benefits are paid at the time of retirement, disability, death or termination from working within the jurisdiction of Local 688 and having contributions paid into the Plan on your behalf.

(2) **WHEN WAS THE PLAN EFFECTIVE?** The I.B.E.W. Local 688 Retirement Plan became effective July 1, 1985.

(3) **HOW DOES A PARTICIPANT BECOME VESTED IN THE PLAN?** A Participant will become vested 100% in the Plan upon receiving credits to his account from the first day of the month in which the Participant starts working within the jurisdiction of Local 688.

(4) **WHO PAYS THE COST OF THE RETIREMENT PLAN?** The entire amount paid into the Plan comes from the Employer contributions. These employer contributions are then invested in order to earn income. The cost of administering the Retirement Plan is first paid from any forfeitures and if the cost exceeds the forfeitures, the additional cost is then paid from the investment income.

(5) **CAN I DEPOSIT MONEY I RECEIVED FROM A LUMP-SUM DISTRIBUTION FROM ANOTHER RETIREMENT PLAN?** Yes, you can deposit a rollover distribution from another Qualified Retirement Plan or Profit Sharing Plan if deposited within the framework and timelines of the IRS regulations to maintain the distribution as tax exempt.

(6) **IF I AM ELIGIBLE FOR A BENEFIT, HOW MUCH WILL I RECEIVE?** The amount of your benefit will be the amount in your Individual Account at the time you become eligible for any payment of benefit. Generally, this is the sum of the contributions made over the years on your behalf by your employer plus any net interest earned, after payment of the administration expenses.

(7) **WHAT IS AN INDIVIDUAL ACCOUNT?** Your Individual Account is the account established for each employee into which is deposited all employer contributions made on your behalf and added to this, the amount of the net interest earned each year, after any administrative expenses are deducted.

(8) **HOW WILL I KNOW HOW MUCH I HAVE IN MY INDIVIDUAL ACCOUNT?** On an annual basis, you will receive a statement of your Individual Account showing:

- (A) the amount in your Individual Account as of the beginning of the Plan Year;
- (B) the Employer contributions received during the Plan Year;
- (C) the amount of the investment earnings added to your Individual Account; and

(D) the total of your Individual Account as the end of the Plan year.

(9) **HOW WILL MY TRUST FUND ASSETS BE INVESTED?** The Trustees will try to obtain the highest investment yields available, consistent with safe financial management. Such investments must be made in a prudent manner and in accordance with the Employee Retirement Security Act of 1974.

(10) **WHAT IF I DIE BEFORE I RECEIVE THE AMOUNT IN MY INDIVIDUAL ACCOUNT?** If you die before receiving payment of the amount in your Individual Account, your Spouse will receive a Qualified Joint and Survivorship Annuity Benefit automatically in a lump sum unless the Joint and 50% Survivorship benefit has been waived, then the entire amount or the amount will be paid in a lump-sum to your beneficiary.

(11) **WHAT IF I LEAVE THE INDUSTRY OR MOVE TO ANOTHER PART OF THE COUNTRY BEFORE RETIREMENT?** If you are a vested Participant, and no contributions are made into your account for six (6) consecutive months, then you have a right to request a Termination Benefit which will be paid to you in a lump sum no earlier than the first day of the seventh month following your discontinuance of work within the jurisdiction of I.B.E.W. Local 688 Retirement Plan. There will be a Twenty-Five Dollar (\$25.00) administration charge deducted from the termination fee for the cost of processing this benefit. You should call or write the Fund office to request a Termination Benefit Form to receive such a benefit.

(12) **HOW DO I DESIGNATE A BENEFICIARY?** You should call or write the Fund Office if you have not received a Beneficiary Form or if you wish to change a previously designated Beneficiary. Also, if you wish to name someone other than your Spouse as Beneficiary, your Spouse must also sign a waiver of Quality Joint and Survivor Annuity Benefit waiver form.

(13) **WILL I HAVE TO PAY TAX ON THE MONEY I RECEIVE FROM THIS PLAN?** The money in your Individual Account has been accumulated without your paying taxes on it before. When you are entitled to receive the money, it must be reported as taxable income. To actually determine what may be the best way for you to handle the distribution from your Individual Account, because of the tax consequences of the payments received, you should discuss your particular circumstances with a competent tax advisor.

(14) **CAN I SIGN OVER MY RIGHTS TO MY INDIVIDUAL ACCOUNT TO MY CREDITORS?** No. The Retirement Plan contains a provision forbidding any assignment, pledging or otherwise disposing of your right to any payments from your Individual Account except for a Qualified Domestic Relations Order. Under Federal Law if your Spouse obtains a valid Qualified Domestic Relations Order that provides payment for any part of your Retirement Plan and the Trustees accept the Qualified Domestic Relations Order, the Retirement Plan's Administrative Manager will pay the benefits accordingly.

# APPENDIX A - TABLE OF FACTORS

## QUALIFIED JOINT AND SURVIVORSHIP (50%)

| SPOUSE'S AGE | RETIREE'S AGE |      |      |      |      |      |      |      |      |      |      |
|--------------|---------------|------|------|------|------|------|------|------|------|------|------|
|              | 55            | 56   | 57   | 58   | 59   | 60   | 61   | 62   | 63   | 64   | 65   |
| 55           | .915          | .908 | .901 | .894 | .886 | .877 | .868 | .859 | .849 | .838 | .827 |
| 56           | .918          | .912 | .905 | .897 | .889 | .881 | .872 | .863 | .853 | .843 | .832 |
| 57           | .921          | .915 | .908 | .901 | .893 | .885 | .876 | .867 | .857 | .847 | .836 |
| 58           | .924          | .918 | .911 | .904 | .897 | .889 | .880 | .871 | .862 | .852 | .841 |
| 59           | .927          | .921 | .915 | .908 | .901 | .893 | .884 | .876 | .866 | .856 | .846 |
| 60           | .931          | .925 | .918 | .912 | .904 | .897 | .889 | .880 | .871 | .861 | .851 |
| 61           | .934          | .928 | .922 | .915 | .908 | .901 | .893 | .884 | .875 | .866 | .856 |
| 62           | .937          | .931 | .925 | .919 | .912 | .905 | .897 | .889 | .880 | .871 | .861 |
| 63           | .940          | .934 | .929 | .923 | .916 | .909 | .901 | .893 | .885 | .876 | .866 |
| 64           | .943          | .938 | .932 | .926 | .920 | .913 | .906 | .898 | .889 | .881 | .871 |
| 65           | .946          | .941 | .935 | .930 | .924 | .917 | .910 | .902 | .894 | .886 | .876 |

**NOTE:** To find the percentage for the Qualified Joint and Survivorship, 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  
 Qualified Joint and Survivor factor .889