

# **SUMMARY PLAN DESCRIPTION**

**for the**

## **I.B.E.W. LOCAL NO. 32 – N.E.C.A. PENSION PLAN**

**Effective October 1, 2019**

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**October 2019**

## **I.B.E.W. LOCAL NO. 32 – N.E.C.A. PENSION PLAN**

October 2019

To All Pension Plan Participants:

We are pleased to present you with this new booklet describing the current provisions of the I.B.E.W. Local No. 32 – N.E.C.A. Pension Plan. This booklet includes Pension Plan amendments that have been adopted through September 30, 2019.

We urge you to read this booklet carefully in order to become familiar with the changes which have been made to the Pension Plan since the last booklet was issued.

Please understand that this booklet provides only a general explanation of the Pension Plan, and does not cover all of the details of the Pension Plan. This explanation does not change, expand or otherwise interpret the terms of the Pension Plan. Your rights can be determined only by referring to the full text of the Pension Plan.

The Pension Plan described in this booklet is for employees who were working in covered employment on or after September 30, 2019. If you terminated covered employment or retired prior to that date, your rights are determined in accordance with the terms of the Pension Plan then in effect.

Only the full Board of Trustees is authorized to interpret the Pension Plan. No other individual or organization, such as your union or employer, or any employee or representative of any individual or organization, is authorized to interpret this Plan or act as an agent of the Board of Trustees. Should you have any questions regarding the Pension Plan, please direct them to the Fund Office.

We suggest that you share this booklet with your family since they may have an interest in the Pension Plan. You should keep this booklet with your other important papers and let members of your family know where it is being kept.

Sincerely,

**BOARD OF TRUSTEES**

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## **I. INTRODUCTION.**

This booklet, distributed in October 2019, is designed to describe the benefits available to you under the **I.B.E.W. LOCAL NO. 32 – N.E.C.A. PENSION PLAN**. It is intended that this information will satisfy the requirements of the Employee Retirement Income Security Act of 1974 for a Summary Plan Description (hereinafter “Summary”). **Every effort has been made to avoid any conflict between this Summary and the text of the Plan itself; however, if there is a conflict between what is contained in this Summary and what is contained in the Plan itself, the terms of the Plan will govern.**

The Plan is maintained pursuant to various collective bargaining agreements, the major one being the collective bargaining agreement between the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 32 and the LIMA DIVISION, WESTERN OHIO CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION (hereinafter “Agreement”). A copy of this Agreement is available for your examination at the Union Hall, and Participants and their Beneficiaries may also obtain a copy of the Agreement for a reasonable charge by writing to: BOARD OF TRUSTEES, I.B.E.W. LOCAL NO. 32 – N.E.C.A. PENSION PLAN, 1975 N. West Street, Lima, Ohio 45801.

This Plan can be most important in building your future financial security, and you are urged to familiarize yourself thoroughly with the details highlighted in this Summary so that you can protect your interest in the Plan.

### **SPECIAL NOTICE!**

**IT IS EXTREMELY IMPORTANT THAT YOU KEEP THE FUND OFFICE INFORMED OF ANY CHANGES IN ADDRESS, MARITAL STATUS OR ANY DESIRED CHANGE IN BENEFICIARY. KEEPING THE FUND OFFICE INFORMED OF THESE CHANGES IS YOUR OBLIGATION, AND FAILURE TO FULFILL THIS OBLIGATION COULD JEOPARDIZE YOUR ELIGIBILITY FOR BENEFITS.**

**THE IMPORTANCE OF HAVING A CURRENT, CORRECT ADDRESS ON FILE IN THE FUND OFFICE CANNOT BE OVERSTATED! IT IS THE ONLY WAY THE TRUSTEES CAN KEEP IN TOUCH WITH YOU REGARDING CHANGES TO THE PLAN AND OTHER DEVELOPMENTS AFFECTING YOUR INTERESTS UNDER THE PLAN.**

## **II. ADMINISTRATIVE.**

### **A. What Is The Name Of The Plan?**

The formal name of the Plan is the “I.B.E.W. LOCAL NO. 32 – N.E.C.A. PENSION PLAN.” However, for purposes of this Summary Plan Description, it will be referred to as the “Pension Plan” or the “Plan.”

### **B. What Are The Names And Addresses Of The Employers?**

The Pension Plan is a multiemployer plan, as that term is defined in the Employee Retirement Income Security Act of 1974, as amended, and numerous Employers contribute to it. It would not be practical to list all of the contributing Employers here; however, upon written request to the Pension Plan’s Administrator, you will receive information as to whether a particular Employer or union is contributing to the Pension Plan and, if so, its address.

### **C. What Is The Name And Address Of The Administrator?**

Board of Trustees  
I.B.E.W. Local No. 32 - N.E.C.A. Pension Plan  
3 Gateway Center  
401 Liberty Avenue – Suite 1200  
Pittsburgh, Pennsylvania 15222-1024  
Phone (833) 876-4962  
Fax (412) 471-0944

### **D. Who Is The Administrative Manager And Handles The Day-to-Day Operations Of This Plan?**

Zenith American Solutions  
3 Gateway Center  
401 Liberty Avenue – Suite 1200  
Pittsburgh, Pennsylvania 15222-1024  
Phone (833) 876-4962  
Fax (412) 471-0944

Questions pertaining to your benefits or the Pension Plan should be directed to the Administrative Manager.

### **E. What Numbers Are Assigned To The Plan?**

The Employer Identification Number (“EIN”) assigned by the Internal Revenue Service to the Board of Trustees is 31-6152294, and the Plan number for purposes of identification is 001.

**F. What Type Of Plan Is This?**

The Plan is a defined benefit plan. Under a defined benefit plan, the dollar amount of benefits provided on behalf of each participant is based on the years of service and the amount of contributions paid on the participant's behalf.

The exact dollar amount of the contribution is determined by collective bargaining between the International Brotherhood of Electrical Workers, Local Union No. 32 ("Union") and the Employers. The level of benefits is determined actuarially on the basis of general economic conditions and other factors affecting fund income and costs. Actuarial valuations are performed by enrolled actuaries retained by the Trustees on your behalf. Cost projections and benefit level determinations are done in consultation with the actuary. Although the Trustees and the Plan's 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.

**G. What Is The Plan Year?**

The Plan Year is a twelve (12) month period beginning January 1 and ending December 31, or any other twelve (12) month period established by the Trustees.

**H. What Type Of Administration Is Used For The Plan Assets?**

The principal and income of this Plan are to be used for the exclusive benefit of participating employees and their beneficiaries, and for defraying the proper expenses of administering the Plan.

**I. Who Administers The Plan?**

The Trust Fund is administered by a Board of Trustees consisting of six (6) Trustees, three (3) of whom shall be designated by the Employers ("Employer Trustees"), and three (3) of whom shall be designated by the Union ("Union Trustees"). At the present time, the following individuals are members of the Board of Trustees:

**UNION TRUSTEES**

Thomas J. Landwehr, Chair  
Secretary/Treasurer  
Curt Gilles  
Brett Stein

**EMPLOYER TRUSTEES**

Tom La Fountain,  
John Frantz  
Carter Harrison

Correspondence can be sent to the Board of Trustees at:

I.B.E.W. Local No. 32 – N.E.C.A. Pension Plan  
3 Gateway Center  
401 Liberty Avenue – Suite 1200



Pittsburgh, Pennsylvania 15222-1024  
Phone (833) 876-4962  
Fax (412) 471-0944

**J. Who Are The Attorneys For The Plan And Agent For Service Of Process?**

Allotta | Farley Co., L.P.A.  
2222 Centennial Road  
Toledo, Ohio 43617  
Phone (419) 535-0075  
Fax (419) 535-1935  
[www.allottafarley.com](http://www.allottafarley.com)

In addition, service of process may be made upon the Plan Administrator.

**K. What Is The Effective Date Of The Plan?**

The Pension Plan was established effective June 1, 1972.

**L. What Is The Effective Date Of The Restated Plan?**

The Pension Plan was most recently amended and restated effective January 1, 2014. On September 2, 2015, the Internal Revenue Service issued a favorable determination letter on the amended and restated Pension Plan's status as a tax-qualified retirement plan under Section 401(a) of the Internal Revenue Code for changes that are legally required by the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), with technical corrections made by the Job Creation and Worker Assistance Act of 2002 ("JCWAA"), the Pension Funding Equity Act of 2004 ("PFEA"), the American Jobs Creation Act of 2004 ("AJCA"), the Katrina Emergency Tax Relief Act of 2005 ("DETRA"), the Pension Protection Act of 2006 ("PPA '06"), and the U.S. Troop Readiness, Veterans' Care, Katrina Recovery, and Iraq Accountability Appropriations Act.

**M. What Is The Effective Date Of The Summary Plan Description?**

This Summary Plan Description reflects provisions of the Pension Plan that have been adopted through September 30, 2019.

**N. How Is The Pension Plan Funded?**

The benefits provided by the Pension Plan are funded solely by Employer contributions that are required by either the collective bargaining agreement between your Employer and the Union or a participation agreement between your Employer and the Board of Trustees. You are not required, or in fact permitted, to make contributions to the Pension Plan.

### **III. PARTICIPATION.**

#### **A. Who Is Eligible To Participate In This Plan?**

You are eligible to participate in and receive benefits from the Plan if you work for an Employer which has been accepted by the Trustees as a Contributing Employer to the Plan and you are an “Employee,” defined as:

1. an individual covered by a collective bargaining agreement between your Employer and the Union; or
2. an individual who is not covered within a bargaining unit but is a member of a class of employees that has been accepted for participation in the Plan; or
3. an employee of the Union, the Board of Trustees, an organization affiliated with the Union which has been approved by the Board of Trustees, or an apprenticeship training program established pursuant to a collective bargaining agreement between an Employer and the Union; or
4. a leased employee within the meaning of Section 414(n)(2) of the Internal Revenue Code; or
5. an “alumni” employee, which means a person who is employed by an Employer but is not a member of a Union collective bargaining unit, who is eligible as an alumni employee pursuant to the Internal Revenue Code’s alumni coverage provisions, and for whom the Employer executes a participation agreement which binds the Employer to the Plan.

Participation is not available to you if you are a partner of a self-employed person, no matter how designated. If you are a partner of a self-employed person, you are expressly excluded from the benefits provided under the Plan.

You will not be ineligible to participate in the Plan and to accrue benefits under the Plan because of:

1. your participation in a labor dispute,
2. your absence from work due to a labor dispute, or
3. your being locked out by your Employer.

#### **B. When Do I Become A Participant?**

You will become a participant in the Plan on the first day on which you are credited with an Hour Worked in Covered Service.

You are considered to be working in **Covered Service** if you are employed by an Employer within a job classification or class for which such Employer is obligated to contribute to the Pension Plan, either individually or as a member of the Association, by its collective bargaining agreement with the Union or by any other separate written agreement approved by the Board of Trustees.

**C. Can I Lose My Participant Status?**

Yes. If you are not vested and you incur a Permanent Break in Service, you will cease to be a Participant on the last day of the calendar year in which your Permanent Break in Service occurs. You can become a Participant again when you have again satisfied the requirements for participation in the Pension Plan, as described in Section B above. Breaks in Service are explained further in Sections E and F of this Article III.

**D. How Is Service Credited Under The Plan?**

Once you become a Participant, your eligibility for continued participation, vesting, and eligibility for a retirement benefit will be measured by your service within each Plan Year, beginning with the Plan Year which includes the first anniversary of your date of hire. Based on your Hours Worked during a Plan Year, you will be credited with a **Year of Service**. Under the Plan, there are two (2) kinds of Years of Service: Years of Service for Accrual of Benefits and Years of Service for Vesting.

Year of Service for Accrual of Benefits. Your **Years of Service for Accrual of Benefits** are used to calculate your Past Service Benefit. Your Past Service Benefit applies to benefits accrued before June 1, 1972 only. Upon your satisfaction of the Plan's eligibility requirements, you are credited with one (1) Year of Service for Accrual of Benefits. Beginning with the Plan Year which includes the first anniversary of your date of hire, you are credited with a Year of Service for Accrual of Benefits if you have at least 320 Hours Worked in any Plan Year.

Year of Service for Vesting. Your **Years of Service for Vesting** are used to determine whether you are "vested" in your retirement benefit under the Plan. Once you become vested, your right to receive your retirement benefit is nonforfeitable. You are credited with one (1) Year of Service for Vesting if you have at least 960 Hours Worked in any Plan Year. If you have between 320 Hours Worked and 960 Hours Worked in a Plan Year, you will receive partial vesting credit in accordance with the following vesting credit schedule:

<b><u>Hours Worked</u></b>	<b><u>Vesting Credit</u></b>
Fewer than 320 Hours Worked	0 vesting credit
320 but fewer than 480 Hours Worked	1/4 vesting credit
480 but fewer than 720 Hours Worked	1/2 vesting credit
720 but less than 960 Hours Worked	3/4 vesting credit
960 or more Hours Worked	1 vesting credit

Hour Worked. Generally speaking, an **Hour Worked** means—

1. each hour for which you are directly or indirectly compensated, or entitled to compensation, from your Employer for the performance of duties in Covered Service; and
2. each hour for which you are directly or indirectly compensated, or entitled to compensation from your Employer (irrespective of whether the employment relationship is terminated), for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, or leave of absence).

**E. What Happens If I Have Fewer Than 320 Hours Worked In A Plan Year?**

In general, if you have fewer than 320 Hours Worked in a Plan Year, you will incur a **One-Year Break in Service**. In certain circumstances, however, special rules apply to prevent you from incurring a One-Year Break in Service.

Crediting of Hours Worked to Prevent Break in Service. If you are absent from the employ of your Employer for “maternity or paternity” reasons, special service-crediting rules help to prevent you from having a Break in Service. In such cases, you will be treated as having completed either:

1. the number of hours that normally would have been credited but for the absence, or
2. if the normal work hours are unknown, eight (8) Hours Worked for each normal workday during the leave.

The total number of Hours Worked credited to you in order to prevent a Break in Service will not exceed 320 and will be credited only—

1. in the Plan Year in which your absence begins; or
2. in the Plan Year following the Plan Year in which your absence begins.

Maternity or Paternity Reasons. For purposes of preventing a Break in Service, an absence is for maternity or paternity reasons if the absence occurs because of:

1. your pregnancy; or
2. the birth or adoption of your child; or
3. the caring of your child after its birth or adoption.

In addition, your failure to be credited with 320 Hours Worked in a Plan Year will not be considered a Break in Service year if that failure is due to any of the following reasons:

1. disability because of accident or illness; or
2. service in the United States Armed Forces; or
3. unpaid leave granted by your Employer in accordance with the applicable requirements of the Family and Medical Leave Act of 1993; or

Your Employer may require that you furnish information to substantiate the reason(s) for your absence. If you do not provide the information in a timely manner, you may not receive credit for Hours Worked on account of the absence. In all cases, Hours Worked that are credited to you or service-crediting exceptions that are granted to you are only for the purpose of your continuing participation in the Plan, and do not affect your benefit accruals or your vesting status.

**F. What Happens If I Have A Permanent Break In Service?**

If you are not “vested” (as explained in Section C of Article IV) at the time you incur a Break in Service and you incur five (5) or more consecutive one-year Breaks in Service, you will have a **Permanent Break in Service**. With a Permanent Break in Service, you will incur a **Forfeiture of Service** and forfeit all benefits and Years of Vesting Service you have earned prior to your Break in Service.

**EXAMPLE 1:** Assume that you had earned 4 Years of Service for Vesting before you incurred a Break in Service. Further assume that you left the employ of your Employer for 6 years and that you return to employment with your Employer 7 years after you incurred your initial Break in Service. Because you were not vested at the time you had left the employ of your Employer, and because you incurred 5 or more consecutive 1-year Breaks in Service, you will have a Forfeiture of Service and forfeit all benefits and Years of Vesting Service you had earned before you incurred the Break in Service.

**EXAMPLE 2:** Assume that you had earned 4 Years of Service for Vesting before you incurred a Break in Service. Further assume that you left the employ of your Employer for 2 years and that you return to employment with your Employer 3 years after you incurred your initial Break in Service. In this situation, you will not have a Forfeiture of Service, and you will regain all the benefits you had earned before you incurred the Break in Service because the number of consecutive One-Year Breaks in Service you incurred did not equal or exceed five (5), which is the greater of five (5) or the number of Years of Service for Vesting you had earned at the time you left employment with your Employer.

**G. When Do My Benefits Become Vested?**

If you have been credited with at least one (1) Hour Worked on or after January 1, 1998 and you have not incurred a Permanent Break in Service [see Section F above], then you are considered to be “**vested**” when you have been credited with at least five (5) Years of Service for Vesting since your commencement of participation in the Plan. Once you are vested, your right to a retirement benefit from the Plan is nonforfeitable, and you are entitled to receive a monthly benefit from the Plan beginning on your Early or Normal Retirement Date.

**Note:** If you have not been credited with at least one (1) Hour Worked on or after January 1, 1998, then you are considered to be vested only if you have been credited with at least ten (10) Years of Service for Vesting since your commencement of participation in the Plan.

Years of Service for Vesting are credited to you through the accumulation of vesting credits [See Section D above]. You receive vesting credit for a Year of Service for Vesting if you are credited with 960 or more Hours Worked during a Plan Year. To be fully vested, you must have at least five (5) Years of Service for Vesting (ten (10) Years of Vesting Service if you have **not** been credited with at least one (1) Hour Worked on or after January 1, 1998), as determined by the Plan’s official records. Vesting prior to June 1, 1972 will be credited to you on the basis of your years of continuous Union membership.

You are eligible to receive partial vesting credit under certain circumstances. If you have at least 320 Hours Worked but fewer than 960 Hours Worked during a Plan Year, you will receive partial vesting credit in accordance with the schedule set forth in Section D of Article III.

**IV. BENEFITS.**

**A. When May I Retire?**

You may retire and apply for a Normal Retirement Benefit upon your attainment of your **Normal Retirement Age**. Your Normal Retirement Age is:

- (i) your sixty-second (62nd) birthday; or
- (ii) if you become a participant in the Plan within five (5) years of your 62<sup>nd</sup> birthday, the fifth anniversary of participation in the Plan.

For this purpose, participation before a Forfeiture of Service is not counted.

If you continue your employment beyond your Normal Retirement Age, you will not be entitled to receive benefits until your actual retirement. However, benefit payments must begin no later than April 1 of the calendar year following the *later* of:

- (i) the calendar year in which you attain age 70½; or

- (ii) the calendar year in which you retire.

**B. What Is My Normal Retirement Benefit?**

Your **Normal Retirement Benefit** is the total benefit accrued at your Normal Retirement Age. If you meet the following eligibility requirements, you may be entitled to receive a Normal Retirement Benefit.

**1. Eligibility For Normal Retirement Benefit.**

If you have completely retired from employment with all Employers in the Fund's jurisdiction, you will be eligible for a Normal Retirement Benefit, provided that:

- (i) you have reached your Normal Retirement Age; and
- (ii) you have applied for a Normal Retirement Benefit on a form prescribed by the Trustees, and the Trustees have approved the application.

**2. Amount Of Normal Retirement Benefit.**

Your Normal Retirement Benefit will be a monthly benefit (payable in the Normal Form of Benefit Payments) equal to the sum of your Past Service Benefit, if any, and your Future Service Benefit.

Past Service Benefit. Your **Past Service Benefit** is the product of your Years of Service for Accrual of Benefits prior to June 1, 1972 multiplied by \$6.75.

**EXAMPLE:** Assume that you have worked in the trade and work jurisdiction of IBEW Local 32 since 1962 and have 10 Years of Service for Accrual of Benefits as of May 31, 1972. Your Past Service Benefit (through May 30, 1972) is \$67.50, calculated as follows:

$$10 \text{ Years of Service for Accrual of Benefits} \times \$6.75 = \$ 67.50$$

Future Service Benefit. Your **Future Service Benefit** is divided into three parts, consisting of—

- your benefit accruals from January 1997 through May 2009,
- your benefit accruals after from June 2009 through November 2018, and
- your benefit accruals from December 2019 through November 2021.

Your Future Service Benefit is calculated as follows:

- (i) Benefit Accruals between January 1, 1997 and May 31, 2009. If you were a participant in active service between January 1, 1997 and May 31, 2009,

your Future Service Benefit during this period is equal to **2.40% of the Employer Contributions** paid into the Trust Fund on your behalf between—

- (a) June 1, 1972 or, if later, the date you became an active participant or incurred a Permanent Break in Service; and
- (b) May 31, 2009.

If you were not a participant in active service between January 1, 1997 and May 31, 2009, your Future Service Benefit is equal to **2.25% of the Employer Contributions** paid into the Trust Fund on your behalf between—

- (a) June 1, 1972 or, if later, the date you became an active participant or incurred a Permanent Break in Service; and
- (b) January 1, 1997.

- (ii) Benefit Accruals between June 1, 2009 and November 30, 2018. If you were a participant in active service between June 1, 2009 and November 30, 2018, your Future Service Benefit during this period is equal to **1.75% of the Employer Contributions** paid into the Trust Fund on your behalf for Hours Worked after May 31, 2009 and before December 1, 2018.
- (iii) Benefit Accruals between December 1, 2018 and December 5, 2021. If you are a participant in active service between December 1, 2018 and December 5, 2021, your Future Service Benefit during this period is equal to **1.75% of the Accrual Contributions** paid into the Trust Fund on your behalf for Hours Worked after November 30, 2018 and before December 6, 2018.

To understand how your Future Service Benefit is calculated during this period, you need to understand the difference between an **Accrual Contribution** and a **Non-Accrual Contribution**.

- Accrual Contribution. An Accrual Contribution counts toward your Accrued Benefit. More specifically, it is the portion of any Employer Contribution made to the Trust Fund on your behalf for Hours Worked after November 30, 2018 and before December 6, 2021 that, in accordance with the provisions of the Collective Bargaining Agreement regarding the apportionment of Employer Contributions between Accrual Contributions and Non-Accrual Contributions under the I.B.E.W. Local No. 32 Jointly Funded Pension Plan Funding Improvement Plan (“Funding Improvement Plan”), is credited to your Accrued Benefit during this period.



- Non-Accrual Contribution. A Non-Accrual Contribution does not count toward your Accrued Benefit, but rather is used to strengthen the Plan's funded status. More specifically, it is the portion of any Employer Contribution made to the Trust Fund on your behalf for Hours Worked after November 30, 2018 and before December 6, 2021 that, in accordance with the provisions of the Collective Bargaining Agreement regarding the apportionment of Employer Contributions between Accrual Contributions and Non-Accrual Contributions under the Funding Improvement Plan, is not credited to your Accrued Benefit during this period.

See Appendix B for more information about the exact amount of Accrual Contributions and Non-Accrual Contributions during this period.

The following example illustrates how your Normal Retirement Benefit, consisting of a Future Service Benefit only, is calculated as a monthly pension at age 62:

**EXAMPLE:** Assume that you reach age 62, your Normal Retirement Age, in December 2021 and that you retire at that time. Also assume that you have worked in the trade and work jurisdiction of IBEW Local 32, without interruption, since January 1, 1982 and have—

- \$26,000 in Employer Contributions paid into the Trust Fund on your behalf from June 1, 1982 through May 31, 2009;
- \$22,000 in Employer Contributions paid into the Trust Fund on your behalf from June 1, 2009 through November 30, 2018; and
- \$12,000 in Accrual Contributions paid into the Trust Fund on your behalf from December 1, 2018 through December 5, 2021.

Your Future Service Benefit from January 1, 1978 through May 31, 2009 is \$720.00, calculated as follows:

$$\$26,000 \times 2.40\% = \$ 624.00$$

Future Service Benefit from June 1, 2009 through November 30, 2018:

$$\$22,000 \times 1.75\% = \$ 385.00$$

Future Service Benefit from December 1, 2018 through December 5, 2021:

$$\$12,000 \times 1.75\% = \$ 210.00$$

**NORMAL RETIRMENT BENEFIT:** \$624.00 +

$$\begin{array}{r} \$385.00 + \\ \$210.00 = \mathbf{\$1,219.00} \end{array}$$

You will become entitled to receive your Normal Retirement Benefit on the first day of the month following receipt of your application by the Board of Trustees, subject to their approval of your application. You will continue to receive your Normal Retirement Benefit monthly until the first day of the calendar month preceding your death. Depending on whether you have elected a form of benefit that provides for a continuation of benefits upon your death, benefits may continue to be paid to your surviving beneficiary after your death.

**Note:** If you are a **Deferred Vested Participant** (meaning you are vested but you have not accrued at least one (1) Year of Service for Vesting out of the two (2) preceding Plan Years), and you resume Covered Service under the Plan as an Active Participant, the amount of your Future Service Benefit is equal to the sum of:

- (i) the amount of your Accrued Benefit calculated as of the date of your separation from Covered Service pursuant to the terms of the Plan in effect on the date of your separation from Covered Service; plus
- (ii) the amount of your Accrued Benefit accumulated after the date you resumed Covered Service under the Plan as an Active Participant calculated pursuant to the terms of the Plan in effect on and after the date you resumed Covered Service under the Plan as an Active Participant.

**C. Does This Plan Provide A Vested Benefit?**

Yes, provided you meet the following eligibility requirements, you may be entitled to receive a **Vested Benefit**.

**1. Eligibility For Vested Benefit.**

You will be eligible to apply for a Vested Benefit if you:

- (i) have at least five (5) Years of Service for Vesting prior to your application for a Vested Benefit;
- (ii) have reached your Early or Normal Retirement Age; and
- (iii) have ceased to be employed by an Employer within the **Jurisdiction of the Fund** for reasons other than death or Total and Permanent Disability. For this purpose, the term “Jurisdiction of the Fund” means the industry, trade or craft in the geographical area over which the Union has jurisdiction.

**2. Amount Of Vested Benefit.**

If you meet the eligibility requirements for a Vested Benefit, you will become entitled to a Vested Benefit upon approval by the Trustees of your application, as submitted to the Plan Administrator in a form satisfactory to the Trustees. Your Vested Benefit will be equal to your Accrued Benefit, calculated under the Plan's applicable benefit provisions which were in effect on the date the last Employer contributions were made on your behalf and for which you qualify. The amount of your Vested Benefit that is payable to you will depend on the particular benefit you select (Normal Retirement or Early Retirement).

### **3. When Paid.**

Your Vested Benefit will be paid according to the payment date of the particular benefit you select (Normal Retirement or Early Retirement). If you return to employment with an Employer before your benefit payments commence and you are less than 100% vested, then additional service will be credited to you from the date you return to employment and Employer Contributions are again made on your behalf unless you have incurred a Permanent Break in Service.

### **D. What If I Become Totally And Permanently Disabled?**

You will be considered to be **Totally and Permanently Disabled** in accordance with 1. or 2. below, as applicable, depending on when you filed your claim for disability benefits.

#### **1. Total and Permanent Disability – Disability Claims Filed before April 1, 2018.**

With respect to disability claims filed before April 1, 2018, you will be considered to be **Totally and Permanently Disabled** if you are suffering from a physical or mental condition which—

- (i) in the sole discretion of the Board of Trustees, based upon appropriate medical reports and examinations, has lasted or can be expected to last for a continuous period of not less than twelve (12) months, and
- (ii) renders you incapable of performing any substantial gainful activity for employment.

#### **2. Total and Permanent Disability – Disability Claims Filed on or after April 1, 2018.**

With respect to disability claims filed on or after April 1, 2018, you will be considered to be **Totally and Permanently Disabled** if you are suffering from a physical or mental condition for which you have received a Social Security disability award. Such award is binding on the Board of Trustees as to your Total and Permanent Disability and dispositive of your eligibility to receive a Total and Permanent Disability Retirement Benefit.

Effective July 1, 2013, you must be an **Active Participant** to be eligible to receive a Total and Permanent Disability Retirement Benefit. For this purpose, you are considered to be an Active Participant if, prior to applying for a Total and Permanent Disability Retirement Benefit, you satisfy all of the following conditions:

1. you have not yet retired, died, or otherwise terminated from service under the Plan on account of Total and Permanent Disability;
2. you have not yet incurred a Forfeiture of Service; and
3. you have at least 320 Hours of Service in one of the two (2) Plan Years immediately preceding your date of disability.

**E. What Is My Total And Permanent Disability Benefit?**

If you are determined to be Totally and Permanently Disabled, you will be eligible for a monthly **Total and Permanent Disability Benefit**. The amount of your Total and Permanent Disability Benefit depends in part on your Years of Vesting Service.

1. If you have five (5) or more Years of Vesting Service, you will receive a monthly benefit equal to your vested accrued benefit under the Plan as of the *later* of:
  - (i) the date of your Social Security disability award; or
  - (ii) the date of your application for a Total and Permanent Disability Benefit.

However, if the date on which you apply for your Total and Permanent Disability Retirement Benefit is later than the date of your Social Security disability award but within ninety (90) days after such award, your monthly benefit will be equal to your vested accrued benefit under the Plan as of the date of your Social Security disability award.

2. If you have at least one (1) Year of Vesting Service but fewer than five (5) Years of Vesting Service, you will receive a benefit equal to 100% of the Employer contributions made to the Fund on your behalf.

**F. Who Determines If I Am Totally Or Permanently Disabled?**

**1. Disability Claims Filed Before April 1, 2018.**

With respect to disability claims filed before April 1, 2018, the Trustees have the authority to require a Participant claiming to be Totally and Permanently Disabled under the Plan to—

- (i) be examined by a physician or clinic chosen by the Trustees, or
- (ii) submit evidence of his Social Security disability award to the Trustees.

In addition, the Trustees, in their sole discretion, may request other medical information which they deem appropriate; provided, however, that the Trustees may not require more frequent examinations than twice in any twelve (12) month period.

**2. Disability Claims Filed On Or After April 1, 2018.**

With respect to disability claims filed on or after April 1, 2018, the determination by the Social Security Administration that a Participant qualifies or does not qualify for a Social Security disability award is binding on the Board of Trustees as to whether the Participant is Totally and Permanently Disabled.

**G. What Are The Plan's Rules Governing Claims, Appeals, And Benefit Terminations Relating To Total and Permanent Disability Benefits?**

**1. How Do I Make A Claim For A Total And Permanent Disability Benefit?**

To obtain benefits due to Total and Permanent Disability, you must provide written notice to the Administrative Manager within thirty (30) days after the accident or illness causing your Total and Permanent Disability occurs. If written notice cannot be given within that time, it must be given as soon as reasonably possible. The written notice must contain enough information to identify who is making the claim. The name and address of the Administrative Manager is: Zenith American Solutions, 3 Gateway Center, 401 Liberty Avenue – Suite 1200, Pittsburgh, Pennsylvania 15222-1024 (Phone (833) 876-4962).

When the Administrative Manager receives written notice of your disability claim, the Administrative Manager will send you an approved claim form, which you must complete and submit. The disposition of your completed disability claim form will depend on when your disability claim was filed.

- (i) With respect to disability claims filed before April 1, 2018, the Administrative Manager, upon receipt of the completed form, may, in its sole discretion, require you to—
  - (a) be examined or have your claim reviewed by a physician or clinic chosen by the Administrative Manager on behalf of the Trustees; or
  - (b) submit additional evidence to support your claim for a Total and Permanent Disability Benefit.

- (ii) With respect to disability claims filed on or after April 1, 2018, the Administrative Manager, upon receipt of the completed form, will verify whether you have received a Social Security disability award. Such award is binding on the Board of Trustees as to whether you have a Total and Permanent Disability and dispositive of your eligibility to receive a Total and Permanent Disability Benefit.

If your claim for benefits due to Total and Permanent Disability is denied, you will be notified in writing by the Administrative Manager of the reasons why your claim was denied. Notification of an adverse decision will occur within forty-five (45) days of the receipt of your approved claim form by the Administrative Manager. If the Administrative Manager determines that more time is needed to process the claim due to matters beyond its control, the Administrative Manager will notify you of a thirty (30) day extension. If a second extension is necessary due to matters beyond his/her control, the Administrative Manager will notify you of a final thirty (30) day extension. No further extensions will occur. Any notice of an extension will include the standards on which an entitlement to benefits due to Total and Permanent Disability is based, the unresolved issues preventing a decision, and any additional information that is needed to resolve the claim.

In the event of non-approval, in whole or in part, the notice sent to you will state the reasons for rejecting the application and indicate those portions of the Plan or rules and regulations which you failed to meet. Any non-approval will be accompanied by an explanation of the Appeals Procedure and a statement regarding your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 (“ERISA”) following an adverse benefit determination on appeal. The decision shall be final and binding upon you unless that decision is appealed as hereinafter set forth.

**2. How Do I Appeal To The Board Of Trustees From A Denial Of A Claim For A Total And Permanent Disability Benefit?**

If your claim for benefits due to Total and Permanent Disability is denied, you may, by written notice received by the Administrative Manager within one hundred and eighty (180) days after your receipt of the notice denying your claim for Benefits due to Total and Permanent Disability, appeal the decision. The written notice should state your name, address and the reasons why you are appealing from the decision of the Administrative Manager, giving the date of the decision from which you are appealing.

The Trustees will consider your appeal no later than its next regularly scheduled meeting, which immediately follows the receipt of the notice of appeal unless such notice was filed within thirty (30) days prior to the next regularly scheduled meeting, then the Board of Trustees may consider the appeal at the second meeting following the receipt of the notice of appeal. If special circumstances require an extension of time for processing, then the Board of Trustees may consider the appeal no later than the third meeting following the receipt of the notice of appeal.

After consideration of the appeal as above, the Board of Trustees will advise you 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 will state the specific reason or reasons for the determination and refer to the specific plan provisions on which the benefit determination is based. Any non-approval will be accompanied by:

- (i) 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 the claimant's claim for benefits;
- (ii) a statement apprising you that "You or your plan may have other voluntary dispute resolution option, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency."; and
- (iii) a statement of your right to bring a civil action under Section 502(a) of ERISA. The Trustees have full authority to interpret the provisions of this Plan and it is within the sole and absolute discretion of the Trustees to determine if you are entitled to receive a benefit and the amount of the benefit. The decision shall be final and binding upon you.

**3. Are There Further Appeals Available From A Denial Of A Claim For A Total And Permanent Disability Benefit?**

Yes. Within fifteen (15) days of the mailing of the decision of the Trustees specified in the preceding paragraph, you may, by written notice received by the Board of Trustees, request a full hearing before the Board of Trustees. The written notice need only state 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 Trustees.

After receipt of the notice specified in the preceding paragraph, the Board of Trustees will notify you in writing of the date, time and place set for a full hearing on your application by regular mail addressed to your address as shown on the notice of appeal. In no event will the date for the hearing be set for a time longer than the third regular meeting of the Board of Trustees following the receipt of the notice of appeal.

The time and place for the appeal hearing will be convenient and accessible to you, and you may, but need not, be represented by an attorney of your choice. At any time prior to the hearing, the Board of Trustees, at your written request, will reveal to you all sources of information outside of the application itself upon which the rejection or restriction was based, and allow you to examine all documents and records relating to the rejection or restriction then in the possession of the Board of Trustees.

A full written record will be kept of the proceedings of the hearing.

- (i) In conducting the hearing, the Board of Trustees will not be bound by the usual common law or statutory rules of evidence.
- (ii) You and/or your attorney, if you have one, will have the right to review the written record of the hearing, make a copy of it, and file objections to it.
- (iii) Copies of all documents and records introduced at the hearing will be attached to the record of the hearing and made a part of it.

All information upon which the Board of Trustees based its original decision will be disclosed to you at the hearing. In the event additional evidence is introduced by the Trustees which was not made available to you prior to the hearing, you will be granted a continuance not to exceed thirty (30) days, if you so request it. For purposes of this Section, evidence discovered upon examination of your witnesses will not be considered “new evidence.”

You will be afforded the opportunity of presenting whatever records and evidence you believe are appropriate. 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 it chooses, investigate and determine whether additional evidence or the accuracy of your new evidence should be introduced. However, the Trustees will rely upon the Plan’s official records (“**Official Plan Records**”) in determining your eligibility for benefits and, if you are eligible, the amount of your benefits. In the event of a discrepancy between the Official Plan Records and a claim asserted by you or your beneficiary, the Trustees will rely upon the Official Plan Records unless shown to their satisfaction that the additional or other records are valid and that they should rely upon those records. The burden of proving a claim for benefits which differs from the Official Plan Records will be upon you or your beneficiary.

Within thirty (30) days after the conclusion of your appeal, you will be mailed written findings of fact and the determination of the Board of Trustees. The decision of the Board of Trustees shall be final, binding and conclusive. The decision will inform you of your right to bring a civil action under Section 502(a) of ERISA. However, no legal action regarding your benefits may be commenced or filed against the Board of Trustees or the Plan more than two (2) years after the mailing of the decision of the Board of Trustees on appeal.

**4. Can My Benefits For Total And Permanent Disability Be Terminated?**

Your Total and Permanent Disability Benefit can be terminated in accordance with (i) or (ii) below, as applicable.

- (i) With respect to disability claims filed before April 1, 2018, your Total and Permanent Disability Benefit can be terminated if any of



the following occurs:

- (a) you engage in or perform duties of an electrical worker or other employment in the electrical industry for remuneration or profit; or
  - (b) you engage in or perform duties in any occupation or employment for remuneration or profit; or
  - (c) the Trustees determine, on the basis of medical findings, that you have sufficiently recovered to be able to resume any employment covered under the collective bargaining agreement; or
  - (d) you refuse to undergo a periodic medical examination as required by the Trustees; provided, however, that you will not be required to undergo a medical examination more often than twice a year at your own expense.
- (ii) With respect to disability claims filed on or after April 1, 2018, your Total and Permanent Disability Benefit will be terminated as of the first day of the month following the month in which the Social Security Administration, based upon a determination that you cease to qualify, for any reason, for a Social Security disability award, issues a cessation of disability notice to you. In any such case, you are required, within twenty-one (21) days after the Social Security Administration issues the cessation of disability notice to you, give written notice to the Board of Trustees of the termination of your Social Security disability benefits. If you fail to timely notify the Trustees of the termination of your Social Security disability benefits, any Total and Permanent Disability Retirement Benefits that were paid to you after the date on which the Social Security Administration issued the cessation of disability notice to you may be recovered by the Plan by deducting from your retirement benefit, upon your subsequent retirement, the Total and Permanent Disability Retirement Benefits that were paid to you after the date of such notice. Such termination of your Total and Permanent Disability Retirement Benefit shall in no way prejudice him from receiving other Benefits as provided under this Plan.

**H. Does This Plan Provide A Benefit For Early Retirement?**

Yes, provided you meet the following eligibility requirements, you may be entitled to receive an **Early Retirement Benefit**.

**1. Eligibility For Early Retirement Benefit.**

If you have completely retired from employment in the electrical industry in the Jurisdiction of the Fund, you will be eligible for an Early Retirement Benefit, provided that:

- (i) you are at least 55 years of age but under 62 years of age on the date of retirement; and
- (ii) you have at least five (5) Years of Service for Vesting; and
- (iii) you have applied for an Early Retirement Benefit on a form prescribed by the Trustees, and the Trustees have approved the application.

**2. Amount Of Early Retirement Benefit.**

The amount of your Early Retirement Benefit will be equal to your Normal Retirement Benefit, reduced at the rate of—

- (i)  $\frac{1}{4}$  of 1% for each month you are younger than age 62 but older than age 60, and
- (ii)  $\frac{1}{2}$  of 1% for each month you are younger than age 60 and older than age 55

on the commencement date of your Early Retirement Benefit.

**EXAMPLE:** Assume that your Normal Retirement Benefit at age 62 would be \$1,000.00, but you prefer to retire on your 58th birthday. Your Early Retirement Benefit would be computed as follows:

- (i) Number of months younger than 62, but older than 60 = 24
- (ii) Early Retirement Reduction Factor of 24 months x  $\frac{1}{4}$  of 1% = 6%
- (iii) Number of Months Younger than 60, but Older than 58 = 24
- (iv) Early Retirement Reduction Factor of 24 Months x  $\frac{1}{2}$  of 1% = 12%
- (v) Normal Retirement Benefit of \$1,000.00 x Early Retirement Reduction Factor of 18% (6% + 12%) = \$180.00
- (vi) Monthly Early Retirement Benefit = \$820.00 (\$1,000.00 - \$180.00 = \$820.00)

You will become entitled to receive your Early Retirement Benefit as of the first day of the month following receipt of your application by the Board of Trustees, subject to their

approval of your application.

**I. Does This Plan Provide A Partially Unreduced Early Retirement Benefit?**

Yes, effective January 1, 2000, you may be entitled to receive a **Partially Unreduced Early Retirement Benefit**, provided you meet the following eligibility requirements.

**1. Eligibility For Partially Unreduced Early Retirement Benefit.**

If you have completely retired from employment in the electrical industry in the Jurisdiction of the Fund, you will be eligible for a Partially Unreduced Early Retirement Benefit, provided that:

- (i) you are at least 55 years of age but under 58 years of age on the date of retirement; and
- (ii) You have at least 320 Hours Worked in either of the two (2) Plan Years immediately preceding the Plan Year in which you retire; and
- (iii) you have at least five (5) Years of Service for Vesting; and
- (iv) you have earned the minimum number of Years of Service for Vesting in accordance with the following schedule, based upon your retirement age:

<u>RETIREMENT AGE</u>	<u>MINIMUM NUMBER OF YEARS OF SERVICE FOR VESTING</u>
55	35
56	34
57	33

- (v) you have applied for a Partially Unreduced Early Retirement Benefit on a form prescribed by the Trustees, and the Trustees have approved the application.

**2. Amount Of Partially Unreduced Early Retirement Benefit.**

The amount of your Partially Unreduced Early Retirement Benefit will be equal to your Normal Retirement Benefit, reduced at the rate of 1/2 of 1% for each month you are younger than age 58 on the commencement date of your Partially Unreduced Early Retirement Benefit.

**EXAMPLE:** Assume that you are age 56 and have 34 Years of Service. Assume further your Normal Retirement Benefit at age 62 would be \$1,000.00, but you prefer to retire on your 56th birthday. Your Partially Unreduced Early Retirement

Benefit would be computed as follows:

- (i) Number of Months Younger than 58 = 24
- (ii) Early Retirement Reduction Factor of 24 Months x ½ of 1% = 12%
- (iii) Normal Retirement Benefit of \$1,000.00 x Early Retirement Reduction Factor of 12% = \$120.00
- (iv) Monthly Early Retirement Benefit = \$880.00 (\$1,000.00 - \$120.00 = \$880.00)

You will become entitled to receive your Partially Unreduced Early Retirement Benefit as of the first day of the month following receipt of your application by the Board of Trustees, subject to their approval of your application.

**J. Does This Plan Provide An Unreduced Early Retirement Benefit?**

Yes, effective January 1, 2000, you may be entitled to receive an **Unreduced Early Retirement Benefit**, provided you meet the following eligibility requirements.

**1. Eligibility For Unreduced Early Retirement Benefit.**

If you have completely retired from employment in the electrical industry in the Jurisdiction of the Fund, you will be eligible for an Unreduced Early Retirement Benefit, provided that:

- (i) You are at least 58 years of age but under 62 years of age on the date of retirement; and
- (ii) You have worked at least 320 Hours Worked in either of the two (2) Plan Years immediately preceding the Plan Year in which you retire; and
- (iii) you have at least five (5) Years of Service for Vesting; and
- (iv) you have earned the minimum number of Years of Service in accordance with the following schedule, based upon your retirement age:

<u>RETIREMENT AGE</u>	<u>MINIMUM NUMBER OF YEARS OF SERVICE FOR VESTING</u>
58	32
59	31

60  
61

30  
29

- (v) you have applied for an Unreduced Early Retirement Benefit on a form prescribed by the Trustees, and the Trustees have approved the application.

**2. Amount Of Unreduced Early Retirement Benefit.**

The amount of your Unreduced Early Retirement Benefit will be equal to your Normal Retirement Benefit payable at age 62. In other words, there is no reduction in the amount of your monthly benefit if you meet the eligibility requirements above and retire at age 58 or older.

You will become entitled to receive your Unreduced Early Retirement Benefit as of the first day of the month following receipt and approval of your application by the Trustees. Unreduced Early Retirement Benefits will continue monthly thereafter until the first day of the calendar month preceding your death.

**K. Does This Plan Provide A Late Retirement Benefit If I Continue Working Past My Normal Retirement Age?**

If you continue working past your Normal Retirement Age, you will be eligible to receive a **Late Retirement Benefit** when you have completely retired from employment in the electrical industry in the jurisdiction of the Fund. Benefit payments must begin, however, no later than April 1 of the calendar year following the *later* of the calendar year in which you attain age 70½ or the calendar year in which you retire.

Your Late Retirement Benefit is the *greater* of (i) and (ii) below:

- (i) Your Normal Retirement Benefit, calculated in accordance with the Plan's applicable benefit formula on the basis of all service and Employer Contributions as of your *Late Retirement Date*, including service credited and Employer Contributions received after your Normal Retirement Date; or
- (ii) your Normal Retirement Benefit, calculated in accordance with the Plan's applicable benefit formula on the basis of all service and Employer Contributions as of your *Normal Retirement Date* (as opposed to your Late Retirement Date), and then actuarially increased to reflect your older age when benefit payments start. (Since you are older than Normal Retirement Age when your benefits start, the monthly payments are increased to make sure that they are at least equivalent to the value of your Normal Retirement Benefit if you had retired immediately after attaining your Normal Retirement Age. As a result of this adjustment to your benefit, you do not "lose out" by working after Normal Retirement Age.)

**L. Can My Retirement Benefits Be Suspended?**

If you return to disqualifying employment after you start receiving your retirement benefit, there is a hold on further monthly retirement benefit payments until you again retire from disqualifying employment. This hold on the payment of your retirement benefits during your period of disqualifying employment is called a “**suspension of benefits.**”

Normal, Early, or Late Retirement Benefits in pay status will be suspended on the first day of the month following a calendar month during which you complete at least 40 Hours Worked with an Employer in disqualifying employment. For this purpose, disqualifying employment means employment in:

- (i) an industry in which employees covered by this Plan were employed and accrued benefits under this Plan as a result of such employment at the time that the payment of benefits commenced or would have commenced if the Employee had not been vested in or returned to employment;
- (ii) the trade jurisdiction (including, but not limited to, related supervisory activities) as defined in the current Constitution of the International Brotherhood of Electrical Workers; and
- (iii) the geographic area covered by the collective bargaining agreement which established this Plan at the time the payment of Benefits commenced or would have commenced if the Participant had not remained in or returned to employment.

Effective January 1, 2018, the Board of Trustees approved an amendment to the Pension Plan that permits a temporary waiver of the Plan’s suspension of benefits in certain cases. The rules regarding this temporary waiver of the Plan’s suspension of benefits are set forth in Appendix A of the summary plan description.

**M. If My Benefits Are Suspended, How Can I Reassert My Claim For Benefits?**

The payment of your Normal, Early, or Late Retirement Benefit will be suspended until the first day of the third calendar month after the calendar month in which--

- (i) you retire from disqualifying employment, or
- (ii) you have fewer than 40 Hours Worked in disqualifying employment, as applicable.

Upon the occurrence of either (i) or (ii) above, you may apply (in a manner prescribed by the Plan Administrator) for reinstatement of your Normal, Early, or Late Retirement Benefit in such amount as you were receiving prior to the suspension of your benefits plus any additional benefit accruals determined under the Plan for service during your period of re-employment; provided, however, that your recalculated benefit may be offset for any benefits paid during your

period of re-employment.

## V. DISTRIBUTION OF BENEFITS.

### A. How Will My Normal, Early, Unreduced Early, Disability, Or Late Retirement Benefits Be Distributed?

Your Normal, Early, Partially Unreduced Early, Unreduced Early, Disability, or Late Retirement Benefits will be paid in an annuity form (as discussed in Subsections 1 and 2, below) in equal monthly installments.

For purposes of the various types of distributions available under the Plan, the term “**annuity starting date**” means the first day of the first month in which a Participant or spouse or beneficiary begins to receive payment of a benefit. For this purpose, any reference to a Participant’s **spouse** means the person to whom the Participant has been married throughout the one-year period which ends on the date of the Participant’s annuity starting date. A subsequent spouse is not eligible to receive a survivor’s benefit under the Plan.

The term “spouse” is defined as that person, if any, who—

- (i) is recognized as legally married to the Participant by a domestic or foreign jurisdiction whose laws authorized the marriage at the time the Participant and such person entered into the marital relationship; and
- (ii) has not been declared legally separated from the Participant by any judicial order.

The term “spouse” includes a person of the opposite or same gender as the Participant. However, to the extent required under a Qualified Domestic Relations Order, a Participant’s former spouse will be treated as his or her spouse under the Plan.

#### 1. Normal Form Of Benefit For Unmarried Participants.

If you are **not married** on your annuity starting date, your retirement benefit will be distributed to you in the form of a **Life Annuity**. A “Life Annuity” is a monthly annuity which is payable to you for the rest of your life. Upon your death, no further benefits are payable.

#### 2. Normal Form Of Benefit For Married Participants.

If you are **married** on your annuity starting date, the normal form of annuity payable to you is a **Qualified Joint and 50% Survivor Annuity**. The “Qualified Joint and 50% Survivor Annuity” 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

prepared by the Plan Actuary. The amount of each monthly payment is calculated by multiplying the appropriate factor from the Table of Factors by the monthly amount of your Normal or Early Retirement Benefit.

Under the Qualified Joint and 50% Survivor Annuity, the survivor's annuity that is payable to your spouse is equal to 50% of the monthly annuity you received when you were alive. Payment of the survivor's annuity continues for the duration of your spouse's life.

**B. Can My Spouse And I Elect Not To Receive The Qualified Joint And Survivor Annuity?**

Yes. Instead of the Qualified Joint and 50% Survivor Annuity, you and your spouse may elect to receive the Normal, Early, Unreduced Early, Partially Unreduced Early, Total and Permanent Disability, or Late Retirement Benefit in the optional form of benefit, a Life Annuity. However, to waive the Qualified Joint and 50% Survivor Annuity, you must do so during your **Election Period**. Your "Election Period" is basically a period of one hundred eighty (180) days before benefit payments begin in which you and your spouse make a decision regarding the distribution of your benefit in the form of a Qualified Joint and 50% Survivor Annuity. Once benefits commence, you cannot change your election. The waiver of the Qualified Joint and 50% Survivor Annuity is not effective unless the waiver is signed by you and your spouse and indicates that your spouse consents to the waiver and to an optional form of payment. Your spouse's consent must acknowledge the effect of the waiver and be witnessed by a Plan representative or a notary public. The Plan Administrator will provide you with forms for this purpose.

**C. Are There Any Other Optional Forms of Benefit?**

Yes. If you are married, you may elect, beginning January 1, 2008, to have the survivor annuity under the Qualified Joint and 50% Survivor Annuity paid in an optional form, a **Qualified Optional Survivor Annuity**. The Qualified Optional Survivor Annuity provides a survivor annuity to your spouse equal to 75% (instead of 50%) of the monthly benefit payable during the joint lives of you and your spouse when you were both alive. Like the survivor annuity under the Qualified Joint and 50% Survivor Annuity, payment of the survivor's annuity under the Qualified Optional Survivor Annuity continues for the duration of your spouse's life. If you choose the Qualified Optional Survivor Annuity instead of the Qualified Joint and 50% Survivor Annuity, the value of the Qualified Optional Survivor Annuity will be actuarially equivalent to the value of the Qualified Joint and 50% Survivor Annuity.

In the event you and your spouse during your Election Period waive the Qualified Joint and 50% Survivor Annuity, then your retirement benefit will be distributed to you in the optional form of benefit, either the Joint and 75% Survivor Annuity or the Life Annuity, you choose. However, if the present value of all benefits payable to you is less than \$1,000.00, then the Trustees will distribute, without your consent (and your spouse's consent, if applicable), the Qualified Joint and 50% Survivor Annuity to you (or to your spouse or your beneficiary in the event of your death) in the form of an actuarially equivalent lump sum.



**D. What Is The “Pop-Up” Provision?**

If you are married and elect to receive the Qualified Joint and Survivor Annuity (or in the alternative, beginning January 1, 2008, the Qualified Optional Survivor Annuity), then you will automatically receive the benefit of the Plan’s “pop-up” provision. Under the “pop-up” provision, if you start receiving your retirement benefit in the form of a Qualified Joint and 50% Survivor Annuity or a Qualified Optional Survivor Annuity and your spouse predeceases you, your monthly pension benefit will “pop up” to the full pension benefit amount you would have received had you waived the Qualified Joint and 50% Survivor Annuity or the Qualified Optional Survivor Annuity in favor of the Life Annuity. This adjustment to the amount of your pension benefit will commence with the first scheduled benefit payment following your spouse’s death and is limited to a one-time occurrence. Accordingly, should you remarry, the joint and survivor annuity you were receiving before your previous spouse’s death cannot be reinstated, and the adjusted benefit amount will continue until your death.

**E. In The Event Of My Death, Who Will Receive My Benefits?**

**1. Before Retirement.**

If you have a “**vested**” right to receive a retirement benefit from the Plan and you are **married** at the time of your death, your surviving spouse will be entitled to receive a Qualified Pre-Retirement Survivor Annuity from the Plan, unless your spouse elects to receive the Lump Sum Death Benefit.

A **Qualified Pre-Retirement Survivor Annuity** is a monthly benefit which will be payable to your spouse for life in an amount equal to one-half (½) of the benefit you would have been entitled to receive as a Qualified Joint and 50% Survivor Annuity if you had retired on the day before your death (assuming, for the purposes of this Subsection only, that the day before your death was your Normal Retirement Age). Payment of the monthly Qualified Pre-Retirement and Survivor Annuity will begin on the day which would have been your Normal Retirement Age, if you had lived to that date. Your spouse may elect to receive the Qualified Pre-Retirement Survivor Annuity on or after your Early Retirement Date. If so, then the amount of the monthly benefit which will be payable to your spouse for life will be the benefit to which your spouse would have been entitled if the day before your death was your Early Retirement Date. This benefit will be reduced for commencement before your Normal Retirement Age.

A **Lump Sum Death Benefit** is a benefit equal to 100% of the Employer contributions received by the Plan on your behalf before your death. The Lump Sum Death Benefit is payable under certain circumstances.

First, if you have a vested right to receive a retirement benefit from the Plan and you have no spouse at the time of death, your beneficiary will receive a Lump Sum Death Benefit.

Second, if you do not have a vested right to receive a retirement benefit from the Plan but you have at least one (1) Year of Service and your death occurs while you are active,

your beneficiary is entitled to receive a Lump Sum Death Benefit.

## 2. After Retirement.

If you and your spouse have waived the Qualified Joint and 50% Survivor Annuity and are receiving a Normal or Early Retirement Benefit, and at the time of your death the total amount of Employer contributions received by the Plan on your behalf while you were an Active Participant exceeds the total amount of retirement benefits paid to you while you were alive, your beneficiary will be entitled to receive a Lump Sum Death Benefit. This Lump Sum Benefit is equal to the difference between—

- (i) the total Employer contributions received on your behalf while you were an Active Participant, and
- (ii) the total retirement benefits paid to you up to the time of your death.

**EXAMPLE:** Assume that you retire in December 2019 and that when you retire, you and your spouse waive the Qualified Joint and Survivor Annuity. Assume further that beginning in January 2020, you start receiving monthly benefit payments of \$315 based on Employer contributions of \$18,000 over your working career. Assume further that you die four years later, in December 2023, after receiving 48 monthly benefit payments. The total amount of retirement benefits received by you during this 48-month period is \$15,120 ( $\$315 \times 48 = \$15,120$ ). Upon your death, your beneficiary will be entitled to receive a Lump Sum Death Benefit equal to \$2,880 ( $\$18,000 - \$15,120 = \$2,880$ ).

If the total amount of retirement benefits paid to you while you were alive exceeds the total amount of Employer contributions received by the Plan on your behalf, there is no further death benefit.

If you are receiving your retirement benefit under the Qualified Joint and 50% Survivor Annuity (or in the alternative, beginning January 1, 2008, the Qualified Optional Survivor Annuity) at the time of your death, your surviving spouse, as named in your application for benefits, is entitled to receive, for the remainder of his or her lifetime, 50% or 75%, as applicable, of the benefit you were receiving before your death.

## 3. Designating A Beneficiary.

Subject to the spousal consent requirements described above, your **beneficiary** and **contingent beneficiary** for your Lump Sum Death Benefit will be the person or persons you designate in your most recent written notice to the Fund Office prior to your death. If you do not designate a beneficiary or contingent beneficiary, or if they do not survive you, the Lump Sum Death Benefit will be paid to the person (or in equal shares to the persons) in the following order:

- (i) If you die and a death benefit is payable, the benefit shall be first

paid to your legal spouse, if any.

- (ii) If your legal spouse predeceased you or has ceased to be your legal spouse, the death benefit shall be paid to your lineal descendants, *per stirpes*.
- (iii) If there is no legal spouse or lineal descendants, the death benefit shall be paid to your parents and siblings, *per stirpes*.
- (iv) If no legal spouse, lineal descendants, parents, or siblings are alive, the death benefit shall be paid to your estate.

In any case, any portion of your benefit which is not payable to a designated beneficiary must be distributed within five (5) years after your death.

**PLEASE NOTE:** No death benefit will be paid to a beneficiary under this Plan unless an application is made to the Trustees after the Participant's death.

**F. What If I Leave The Electrical Industry Before I Retire?**

If your benefits are "vested" (as explained in Section C of Article IV) and you have reached your Early or Normal Retirement Age and you are no longer employed in the electrical industry, then you may be eligible to apply for a Vested Benefit.

If you are married on your annuity starting date, you will be entitled to begin receiving your Vested Benefit in the form of a Qualified Joint and 50% Survivor Annuity according to the provisions of the Normal Retirement Benefit or the Early Retirement Benefit to which you are otherwise entitled. Furthermore, instead of the Qualified Joint and 50% Survivor Annuity, you and your spouse may elect to receive your Vested Benefit in the normal form of benefit, a Life Annuity. If you are not married on your annuity starting date, you will be entitled to begin receiving your Vested Benefit in the normal form of benefit, a Life Annuity.

Beginning January 1, 2008, if you are married on your annuity starting date, you may elect to have the survivor annuity under the Qualified Joint and 50% Survivor Annuity paid in an optional form, a Qualified Optional Survivor Annuity equal to 75% (instead of 50%) of the monthly benefit payable during the joint lives of you and your spouse. The survivor's annuity paid to your spouse under the Joint and 75% Survivor Annuity is equal to three-quarters (3/4) of the monthly annuity you received when you were alive. Like the survivor annuity under the Qualified Joint and 50% Survivor Annuity, payment of the survivor's annuity under the Joint and 75% Survivor Annuity continues for the duration of your spouse's life. If you choose the Joint and 75% Survivor Annuity instead of the Qualified Joint and 50% Survivor Annuity, the value of the Joint and 75% Survivor Annuity will be actuarially equivalent to the value of the Qualified Joint and 50% Survivor Annuity.

**G. Can My Benefit Be Distributed In A Single Sum Payment?**

Generally not. However, if the present value of all benefits payable to you is less than \$1,000.00, then the Trustees will automatically distribute, without your consent (and your spouse's or beneficiary's consent, if applicable), your benefit in the form of an actuarially equivalent single sum payment. For this purpose, your annuity starting date is the first day of the first period for which a benefit is payable to you as an annuity or any other form of payment.

**H. Can My Payment Be Directly Rolled Over Into An Individual Retirement Account Or Another Employer Plan?**

Generally not. However, if your distribution qualifies as an eligible rollover distribution, you may elect to have your distribution directly rolled over, within sixty (60) days after you elect to do so, to an individual retirement account ("IRA") or another employer-sponsored, tax-qualified retirement plan. These kinds of transfers are referred to as "direct rollovers." In a direct rollover, the eligible rollover payment is made directly from the Plan to an IRA or another retirement plan that accepts rollovers. If you elect a direct rollover, you are not taxed on the amount rolled over until you later receive a distribution from the IRA or the retirement plan that received the direct rollover. Monthly pension benefits are not eligible for rollover.

Your surviving spouse or, in divorce cases, a spouse or former spouse who is an "alternate payee" under a so-called "Qualified Domestic Relations Order" may also be eligible to make a direct rollover of an eligible rollover distribution. Effective for distributions on or after January 1, 2008, a non-spouse beneficiary of your death benefit is also permitted to make a direct rollover of an eligible rollover distribution to an IRA.

The Plan Administrator will be able to assist you in processing a direct rollover.

**VI. FUNDING.**

**A. How Is My Pension Funded?**

You are neither required nor permitted to make contributions to the Plan. The various contributing Employers make contributions based upon the number of hours you work and the rate per hour which is established in the current collective bargaining agreement. Furthermore, investment income is earned on the Fund's assets or if losses occur, the losses are deducted.

**B. How Is This Money Used?**

All of the money which is contributed to the Plan is held, managed, invested and distributed by the Trustees in accordance with the provisions of the Plan and Trust Agreement.

**VII. DOMESTIC RELATIONS ORDER.**

**A. What Is A Qualified Domestic Relations Order?**

Your Plan, in accordance with current law, must recognize a **Qualified Domestic Relations Order**. A “**domestic relations order**” is a judgment, decree or order (including approval of a property settlement agreement) entered by a court of competent jurisdiction that—

1. relates to the provision of child support, alimony payments, or marital property rights of a spouse, former spouse, child, or other dependent of a Participant; and
2. is made pursuant to a state domestic relations law.

A domestic relations order becomes a Qualified Domestic Relations Order (“QDRO”) if it 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 to a Participant under the Plan, specifies required information, and does not alter the amount or form of plan benefits. The Plan Administrator will determine whether a domestic relations order that has been submitted to the Plan for review and approval satisfies the legal requirements of a QDRO.

An Alternate Payee is a spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all or a portion of the benefits under a plan with respect to the Participant. Thus, if a QDRO requires the distribution of all or part of your benefits under the Plan to an Alternate Payee, the Trustees are required to comply with the order.

## **VIII. CLAIMS PROCEDURE.**

### **A. How Do I Make A Claim For Benefits?**

You may make a claim for benefits by sending a written request for a benefit application form to the Fund Office at the following address: Zenith American Solutions, 3 Gateway Center, 401 Liberty Avenue – Suite 1200, Pittsburgh, Pennsylvania 15222-1024 (Phone (833) 876-4962). Complete the application and return it along with proof of your age (birth certificate, passport, etc.) to the Fund Office. The Fund Office will send you the necessary application forms and an explanation of the Qualified Joint and 50% Survivor Benefit and the spousal consent requirements. Complete the application and return it to the Fund Office along with any proof required by the Administrative Manager to determine your right to a benefit. If you are married, you must also provide proof of your spouse’s age and a copy of your marriage certificate.

If the Board of Trustees denies your application for benefits, you are entitled to appeal the decision in accordance with the appeal procedures established by the Trustees. In determining your eligibility for benefits and, if you are eligible for benefits, the amount of your benefits, the Trustees will rely upon the records of the Plan. If there is a discrepancy between the records maintained by the Plan and a claim for benefits asserted by you or your beneficiary, the Trustees will rely upon the Plan’s records unless shown to their satisfaction that additional records supporting your claim are valid and that they should rely upon those records. The

burden of proving a claim for benefits which differs from the records established and maintained by the Plan will be upon you or your beneficiary.

**B. When Will I Be Notified About My Application?**

Within ninety (90) days after receipt of your application and all necessary documents, the Administrative Manager will notify you in writing whether your application has been approved or disapproved. In the event further time is required for a decision, you will be notified with an explanation of why more time is necessary and, in that case, a decision will be made on the application within one hundred eighty (180) days after receipt of the completed application.

**C. What Information Will Be Contained In My Notice?**

In the event your application is approved, you will be informed of the approval and the amount and duration of the Benefits granted together with all restrictions, conditions and limitations upon your receipt of benefits, if any.

**D. What Information Will I Receive If My Benefits Are Denied?**

In the event of denial, your notice will state specifically the reasons for rejecting your application and will indicate those specific portions of the Plan and/or rules and regulations upon which the decision is based, and will also contain any other information required by law. Further, any denial or restricted acceptance will be accompanied by an explanation of your rights to and procedure for appealing the decision to the Board of Trustees. Any non-approval will be accompanied by an explanation of the Appeals Procedure and a statement regarding your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal. The decision will be final and binding upon you unless that decision is appealed as hereinafter set forth. Any benefits provided or administered by an insurance company will be subject to the insurance company's claims review procedure.

**E. How May I Appeal An Adverse Decision By The Board Of Trustees?**

You may appeal a decision of the Board of Trustees by **written** notice received by the Board of Trustees within sixty (60) days of receipt of the notice of initial adverse decision at the following address: IBEW Local 32 – NECA Pension Plan, 401 Liberty Avenue – Suite 1200, Pittsburgh, Pennsylvania 15222-1024. The written notice must include:

1. your name;
2. your social security number;
3. your address;
4. your telephone number;
5. the date you filed your claim;
6. the type of claim you are making (for example, retirement or termination)
7. the reasons you disagree with the decision on your claim; and
8. the decision you are appealing.

You and your representative (designated by you in writing) may review relevant documents and submit a written statement to support your position. The Plan will not pay the fees of your representative.

The Trustees will consider the appeal no later than its next regular quarterly meeting which immediately follows the receipt of the notice of appeal, unless such notice was filed within thirty (30) days prior to the next regular quarterly meeting, then the Board of Trustees may consider the appeal at the second regular quarterly meeting following the receipt of the notice of appeal. If special circumstances require an extension of time for processing, then the Board of Trustees may consider the appeal no later than the third meeting following the receipt of the notice of appeal.

After consideration of the appeal as above, the Board of Trustees will advise you 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 will state the specific reason or reasons for the determination and refer to the specific plan provisions on which the benefit determination is based. Any non-approval will be accompanied by:

- (i) 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;
- (ii) a statement apprising you that “You or your plan may have other voluntary dispute resolution option, such as mediation. One way to find out what may be available is to contact your local United States Department of Labor Office and your state insurance regulatory agency.”; and
- (iii) a statement of your right to bring a civil action under Section 502(a) of ERISA.

The Trustees will have full authority to interpret the provisions of this Plan, and it is within the sole and absolute discretion of the Trustees to determine if you are entitled to receive a benefit and the amount of the benefit. The decision will be final and binding upon you.

You may, by written notice received by the Board of Trustees within fifteen (15) days of the mailing of the decision of the Trustees specified in the preceding paragraph, request a full hearing before the Board of Trustees. The written notice need only state 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 Trustees.

After receipt of the notice specified in the preceding paragraph, the Board of Trustees will notify you in writing of the date, time and place set for a full hearing on your application by regular mail addressed to your address as shown on the notice of appeal. In no event will the date for the hearing be set for a time longer than the third regular meeting of the Board of Trustees following the receipt of the notice of appeal.

The time and place for the appeal hearing will be convenient and accessible to you, and you may, but need not, be represented by an attorney of your choice. At any time prior to the hearing, the Board of Trustees, at your written request, will reveal to you all sources of information outside of the application itself upon which the rejection or restriction was based, and allow you to examine all documents and records relating to the rejection or restriction then in the possession of the Board of Trustees.

**F. What Procedures Are Followed At The Hearing?**

A full written record will be kept of the proceedings of the hearing.

1. In conducting the hearing, the Board of Trustees will not be bound by the usual common law or statutory rules of evidence.
2. You and/or your attorney, if you have one, will have the right to review the written record of the hearing, make a copy of it, and file objections to it.
3. Copies of all documents and records introduced at the hearing will be attached to the record of the hearing and made a part of it.

All information upon which the Board of Trustees based their original decision will be disclosed to you at the hearing. In the event additional evidence is introduced by the Trustees which was not made available to you prior to the hearing, you will be granted a continuance not to exceed thirty (30) days, if you so request it. For purposes of this Section, evidence discovered upon examination of your witnesses will not be considered “new evidence.”

You will be afforded the opportunity of presenting whatever records and evidence you believe are appropriate. 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 it chooses, investigate and determine whether additional evidence or the accuracy of your new evidence should be introduced. However, the Trustees will rely upon the Official Plan Records in determining your eligibility for benefits and, if you are eligible, the amount of your benefits. In the event of a discrepancy between the Official Plan Records and a claim asserted by you or your beneficiary, the Trustees will rely upon the Official Plan Records unless shown to their satisfaction that the additional or other records are valid and that they should rely upon those records. The burden of proving a claim for benefits which differs from the Official Plan Records will be upon you or your beneficiary.

**G. When Will I Receive A Decision From The Board of Trustees?**

Within thirty (30) days after the conclusion of your appeal, you will be mailed written findings of fact and the determination of the Board of Trustees. The decision of the Board of Trustees will be final, binding and conclusive. The decision will inform you of your right to bring a civil action under Section 502(a) of ERISA. However, no legal action regarding your



benefits may be commenced or filed against the Board of Trustees or the Plan more than two (2) years after the mailing of the decision of the Board of Trustees on appeal.

## **IX. MISCELLANEOUS PROVISIONS.**

### **A. Are My Benefits Under The Plan Protected From Creditors Or Assignment?**

Your benefits under the Plan (before they are paid to you) may not be sold, used as collateral for a loan, given away or transferred in any other way. Further, your creditors may not attach, garnish or otherwise interfere with your benefits (before they are paid to you) except to the extent specifically provided by, or consistent with, applicable federal law.

An example of a situation in which all, or a part, of your benefits might be attached would be a situation in which a court ordered the Plan Administrator to pay some, or all, of your benefits to your spouse, former spouse, child or dependent on account of a marital separation, dissolution of marriage or divorce. Before this type of attachment could happen, however, the terms of the court order would have to be presented to the Plan Administrator in a specific, legally required format and the order would have to contain specific, legally required information. (This type of order is known as a Qualified Domestic Relations Order, commonly referred to as a “QDRO,” and the person in whose behalf benefits would be attached is called an Alternate Payee. See Section VII for additional information on QDROs.). The Plan Administrator will determine if a court order is a QDRO.

### **B. May The Terms Of The Plan Be Amended?**

Yes. The terms of the Plan may be amended by action of the Board of Trustees. However, the Plan will never change in any way which would adversely affect your right to benefits that you have already earned. If the terms of the Plan are changed, the changes only will affect your rights to future benefits under the Plan.

### **C. What Are My Rights In The Event That The Plan Is Either Totally Or Partially Terminated?**

Although it is not the intention of the Participating Employers, the Union, or the Association to terminate the Plan, if the Plan is ever terminated, or if there is a partial termination affecting you, you will immediately become 100% vested in any benefit you earned under the Plan as of the termination date. The Trust Fund’s assets would be used to provide accrued benefits to retirees, beneficiaries and active participants, up to the total amount of assets in the Trust Fund. All distributions would be made according to law. If, after all obligations of the Plan had been satisfied, there would be assets remaining in the Trust Fund, those assets would be distributed to all Participants, retirees and beneficiaries on a pro rata basis.

The Trustees have the right to terminate the Plan at any time. Upon the Plan’s termination, contributions made on your behalf will cease. The Trustees may direct that benefits be distributed to you and all other Participants either in one lump sum payment as soon as

practicable, or through the purchase of annuity contracts. In the latter case, benefits would be distributed at the same time and in the same manner as if the Plan had not been terminated.

**D. May The Board Of Trustees Enter Into Reciprocal Agreements?**

The Board of Trustees may enter into **Reciprocal Agreements** with the pension funds of other local unions of the International Brotherhood of Electrical Workers, and such Reciprocal Agreements will be money-follows-the-person reciprocity agreements. That means that if you work in the jurisdiction of another local union of the International Brotherhood of Electrical Workers which is signatory to a Reciprocal Agreement with this Plan, then the hours worked and employer contributions received on your behalf into the pension fund of the other local union will be transferred into this Plan under such Reciprocal Agreement and shall be credited as Hours Worked for crediting service under this Plan, subject to any adjustments provided in such Reciprocal Agreement. If you are working in the jurisdiction of another International Brotherhood of Electrical Workers local union which is signatory to a Reciprocal Agreement with this Plan, you should notify the Fund Office so that your hours worked and employer contributions are properly transferred into this Plan. If you have any questions about Reciprocal Agreements, please contact the Administrative Manager.

**E. What Happens If I Enter The United States Military Service?**

If you enter the United States military service, you have certain rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”). To be eligible for these rights under USERRA, you must meet the following conditions:

1. you must give advance notice, either written or verbal, to the Plan Administrator;
2. the cumulative length of your absence and all previous absences by reason of military service may not exceed five (5) years (with certain exceptions); and
3. with certain exceptions, you must inform the Plan Administrator when you have returned from military service.

If you meet the conditions to receive benefits under USERRA, you have the following rights:

1. You will not incur a Break in Service because of military service.
2. You will not forfeit any benefits already accrued.
3. You will not need to again satisfy the Plan’s eligibility requirements for participation in the Plan by reason of your absence for military service.
4. You will be entitled to be credited for any Hours of Work that would have

been credited to you if you had not been absent for military service. However, if you do not return to employment prior to the expiration of your re-employment rights guaranteed by USERRA, your participation in the Plan will be deemed to have terminated upon your entry into military service, and you will not be entitled to be credited for any Hours of Work that would have been required to be credited to you during your period of military service pursuant to USERRA.

The Board of Trustees, in its sole and absolute discretion, will calculate the number of Hours of Work for which you are entitled to be credited during your period of military service on the basis of your average number of Hours of Work during the 12-month period preceding your military service (or, if shorter, your period of employment immediately preceding your military service). The Trustees' determination regarding the number of Hours of Work for which you are entitled to be credited will be final and binding.

Effective January 1, 2007, the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act") provides additional benefits and incentives to military personnel under USERRA. Pursuant to the HEART Act, if you die on or after January 1, 2007 while performing qualified military service under USERRA, your survivors will be entitled to any additional benefits provided under the Plan as if you had resumed employment with your pre-military employer in accordance with USERRA and then terminated employment with the employer on account of death.

Any further questions concerning the administrative procedures governing your eligibility for reemployment rights and benefits pursuant to USERRA will be resolved by the Board of Trustees in their sole discretion, and their decision shall be final and binding

**F. Does The Plan Have The Right To Recover Benefits That Have Been Overpaid Because Of Dishonesty Or Error?**

Yes. The Board of Trustees is authorized to—

1. recover any benefit payments made in reliance on any willful, false or fraudulent statement, information or proof submitted by an applicant for benefits; and
2. recover or adjust any benefit payments made in error, including, but not limited to, an overpayment attributable to the following:
  - (i) a mathematical or system error;
  - (ii) a mistake or deficiency in the Plan's service or contribution records;
  - (iii) an error in the personal information supplied by a Participant or beneficiary;

- (iv) a mistake of law or a mistake of fact; or
- (v) a determination by the Board of Trustees that because of a mistake or miscalculation by the Administrative Manager, the benefit to which the Participant or beneficiary is entitled under the Plan's terms is different from the amount that the Participant or beneficiary is receiving.

If a Participant or beneficiary receives a benefit overpayment because of dishonesty or error, the Board of Trustees is required to take appropriate action to collect the overpayment, plus appropriate interest. However, instead of collecting the overpayment and appropriate interest from the Participant or beneficiary, the Board of Trustees may offset the overpayment plus interest against future benefits that are due and owing to the Participant or beneficiary under the Plan's terms. The offset is governed by Internal Revenue Service rules. To facilitate the Plan's recovery of benefit overpayments, all benefit overpayments that have been distributed to a Participant or beneficiary, and any interest associated with such overpayments, are deemed to have been deposited into a constructive trust.

## **X. TERMINATION RIGHTS.**

### **A. Are My Benefits Insured By The Pension Benefit Guarantee Corporation?**

Your pension benefits under the Plan are insured by a federal insurance agency, the Pension Benefit Guaranty Corporation ("PBGC"). The Plan is a multiemployer plan. This type of plan is a collectively bargained pension arrangement involving two (2) or more unrelated employers, usually in a common industry.

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

The PBGC guarantees that benefits will be paid if, for some reason, the Plan does not have enough money to do so. This guarantee applies whether or not the Plan terminates.

The PBGC guarantee generally **does** cover:

1. Normal and Early Retirement benefits;
2. Disability Benefits if you become disabled before the Plan becomes insolvent; and
3. certain benefits for your survivors.

The PBGC guarantee generally **does not** cover:

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

The maximum monthly benefit guaranteed by the PBGC is set by law. This maximum is adjusted periodically. The guaranteed amount depends on your years of service and the level of your monthly benefits under the Plan. The monthly benefit that is guaranteed is the sum of:

1. one hundred per cent (100%) of the first \$11 of the monthly benefit accrual rate; and
2. seventy-five percent (75%) of the next \$33 for each year of service.

The PBGC's maximum benefit guarantee limit is \$35.75 per month ( $[\$11 \times 100\%] + [\$33 \times 75\%] = \$35.75$ ) times a participant's years of service. For example, the maximum benefit guarantee for a retiree with thirty (30) years of service would be \$12,870.00 per year ( $\$35.75 \times 30 \text{ years of service} \times 12 \text{ months} = \$12,870.00$ ).

For more information about the PBGC insurance protection and its limitations, ask the Administrative Manager or the PBGC. Inquiries to the PBGC should be addressed to:

Technical Assistance Division  
PBGC  
1200 K Street N.W.  
Suite 930  
Washington, D.C. 20005-4026

The PBGC Office may also be reached by calling (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

## **XI. ERISA RIGHTS.**

**A. What Rights Do I Have Under The Employee Retirement Income Security Act?**

As a Participant in the I.B.E.W. Local No. 32 - N.E.C.A. Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all plan participants are entitled to:

1. Examine, without charge, at the Plan Administrator’s office and at other locations (certain worksites and the Union Hall), all plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports and plan descriptions.
2. Obtain copies of all plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies, not to exceed \$.25 per copy.
3. Receive a summary of the Plan’s Annual Report (Internal Revenue Service Form 5500). The Plan Administrator is required by law to furnish each Participant with a copy of this summary financial report.
4. Obtain once a year a statement of the total pension benefits accrued and nonforfeitable (vested), if any, or the earliest date on which benefits will become nonforfeitable (vested). The Plan may require a written request for this statement, but it must provide the statement free of charge.
5. Receive a written explanation from the Plan Administrator if your claim for a benefit is denied in whole or in part. You have the right to have your claim reviewed and reconsidered.
6. Not be discharged or discriminated against to prevent you from obtaining a benefit or for exercising your ERISA rights.

In addition to creating rights for Plan participants, ERISA imposes obligations upon the persons who are responsible for the operation of an employee benefit plan. These persons are referred to as “fiduciaries” in the law. Fiduciaries must act solely in the interest of the Plan Participants and must exercise prudence in the performance of their Plan duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Plan.

**B. May I Receive Additional Assistance In Resolving A Dispute?**

Under certain circumstances, outside assistance may be necessary to resolve disputes between you and Plan officials. For example:

1. If you are improperly denied a pension benefit in full or in part, you have a right to file suit in a federal or state court within the time period permitted

under Section G of Article VIII of this Summary.

2. If Plan fiduciaries are misusing the Plan's money, or if you are discriminated against for pursuing a benefit or exercising your ERISA rights, you have a right to file suit in a federal court or request assistance from the United States Department of Labor. If you are successful in your lawsuit, the court may, if it so decides, require the other party to pay your legal costs, including attorney's fees. If you lose your suit, the court may order you to pay the costs and a fee if, for example, the court decides your suit was frivolous.
3. If any materials requested are not received, you may file suit in a federal court, unless the materials were not sent because of matters beyond the Plan Administrator's control.

If you have any questions about your Plan, you should contact the Plan Administrator at (330) 666-0337 or toll free at 1-800-367-3762. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, United States Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, United States Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. The nearest Area Office of the Employee Benefits Security Administration is the Cincinnati Regional Office, 1885 Dixie Highway, Suite 210, Fort Wright, Kentucky 41011-2664 at (859) 578-4680.

Now that you have finished reading this Summary, please call the Administrative Manager at (833) 876-4962 if you have any questions.

**BOARD OF TRUSTEES, I.B.E.W. LOCAL NO. 32 –  
N.E.C.A. PENSION PLAN**

**I.B.E.W. LOCAL NO. 32 – N.E.C.A. PENSION PLAN**

**APPENDIX A**

**Temporary Waiver of Suspension of Benefits.** For the two (2) year period beginning January 1, 2018 and ending December 31, 2019, the Trustees, subject to such limitations as they in their sole discretion may determine, may, upon their own motion or upon the request of a Participant who has terminated employment as a result of Retirement, waive the suspension of such retiree's benefits if the Participant returns to employment that would otherwise require his benefits to be suspended, provided that:

- (1) the Participant's Annuity Starting Date is before January 1, 2018;
- (2) the Participant's Retirement was not as a result of Total and Permanent Disability;
- (3) the Participant returns to employment in Covered Service; and
- (4) the Participant's Hours Worked during the plan year ending December 31, 2018 or the plan year ending December 31, 2019 do not exceed six hundred (600).

If the Participant's Hours Worked during such plan years exceed six hundred (600), the suspension of such Participant's benefits shall be reinstated, and the Plan's provisions governing the resumption of benefit payments will apply.



**I.B.E.W. LOCAL NO. 32 – N.E.C.A. PENSION PLAN**

**APPENDIX B**

**Apportionment of Employer Contributions at the Inside Journeyman's  
Hourly Contribution Rate for Hours Worked  
between December 1, 2018 and December 5, 2021  
Pursuant to the I.B.E.W. Local No. 32 Jointly Funded Pension Plan  
Funding Improvement Plan**

<u>Effective Date</u>	<u>Total Contribution</u>	<u>Accrual Contribution</u>	<u>Non-Accrual Contribution</u>
12-1-18	\$4.40	\$4.00	\$0.40
12-2-19	\$5.15	\$4.50	\$0.65
11-29-20	\$5.40	\$4.50	\$0.90

If the contribution rate for a Participant is different from the inside journeyman's contribution rate per Hour Worked, the apportionment of Employer Contributions for such Participant between Accrual Contributions and Non-Accrual Contributions shall be made in the same proportion as the apportionment of Employer Contributions at the inside journeyman's contribution rate. However, Employer Contributions received on behalf of 1<sup>st</sup> and 2<sup>nd</sup> Period Apprentices shall be considered Non-Accrual Contributions.

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