

SUMMARY PLAN DESCRIPTION

FOR THE

I.B.E.W. LOCAL 683 PENSION FUND PENSION PLAN

As of May 2019



SUMMARY PLAN DESCRIPTION
FOR THE
I.B.E.W. LOCAL 683 PENSION FUND PENSION PLAN

BOARD OF TRUSTEES

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May 2019

I.B.E.W. LOCAL 683 PENSION FUND PENSION PLAN

May 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 683 Pension Fund Pension Plan (“Pension Plan”). This booklet includes amendments to the Pension Plan that have been adopted through April 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 Pension Plan’s terms. Your rights can be determined only by referring to the Pension Plan’s full text. The provisions described in this booklet took effect at different times, but all of them are in effect as of May 1, 2019.

The Pension Plan described in this booklet is for employees who were working in covered employment on or after May 1, 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 the Pension Plan or to act as an agent of the Board of Trustees. **Should you have any questions regarding the Pension Plan, please direct your questions to the Plan’s Administrative Manager at 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 May 2019, is designed to describe the benefits available to you under the **I.B.E.W. LOCAL 683 PENSION FUND PENSION PLAN** (“Plan”). It is intended that this information will satisfy the requirements of the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended, 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, the terms of the Plan will govern.**

This Plan is maintained pursuant to the collective bargaining agreement (hereinafter “Agreement”) between the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 683 and the COLUMBUS DIVISION OF THE CENTRAL OHIO CHAPTER OF THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION. A copy of this Agreement is available for your examination at the Union Hall. 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 683 PENSION PLAN, 6525 Centurion Drive, Lansing, Michigan 48917-9275.

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 683 PENSION FUND PENSION PLAN." However, for purposes of this Summary, it will be referred to as the "Pension Plan" or "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 ("ERISA"), 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 Plan Administrator, you will receive information as to whether a particular Employer is contributing to the Pension Plan and, if so, its address.

C. What Is The Name And Address Of The Plan Administrator?

Board of Trustees
I.B.E.W. Local 683 Pension Fund Pension Plan
939 Goodale Boulevard
Suite 100
Columbus, Ohio 43212

D. Who is the Administrative Manager And Handles The Day-to-Day Operations Of This Plan?

I.B.E.W. Local No. 683 Fringe Benefit Funds
6525 Centurion Drive
Lansing, Michigan 48917-9275
Toll Free (844) 683-0683
Fax (517) 321-7508

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 34-1442087, 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 to each participant is based on the participant's years of service and the amount of contributions paid on the participant's behalf.

The exact dollar amount of the contribution made on behalf of each participant is determined by collective bargaining between the Union and the Employers. The level of benefits is determined actuarially by considering general economic conditions and other factors affecting fund income and costs. Actuarial valuations are performed by enrolled actuaries retained by the Board of Trustees on your behalf. Cost projections and benefit level determinations are done in consultation with the Plan's 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.

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) voting Trustees, three (3) of whom are designated by the Employers ("Employer Trustees"), and three (3) of whom are designated by the Union ("Union Trustees"). At the present time, the following individuals are members of the Board of Trustees:

UNION TRUSTEES

John E. Moore, Secretary/Treasurer
Dana Akison
Patrick J. Hook
William G. Hamilton

EMPLOYER TRUSTEES

Brian D. Damant, Chair
Elizabeth T. Butler
Ryan Dew
Anthony Fay

Correspondence can be sent to the Board of Trustees at I.B.E.W. Local 683 Pension Plan, 6525 Centurion Drive, Lansing, Michigan 48917-9275.

J. Who Are The Attorneys For The Fund 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

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, 1966.

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

The Pension Plan was 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 Pension Plan provisions which have been adopted through April 30, 2019.

N. Who Pays For The Benefits Provided By The Plan?

The benefits provided by the Pension Plan are funded solely by Employer contributions required either by the collective bargaining agreement between your Employer and the Union or by a participation agreement between your Employer and the Pension Plan. 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 as a contributing employer to the Plan by the Board of Trustees and you are an **Employee**, defined as:

1. an individual covered by a collective bargaining agreement between your Employer and the Union; or
2. a full-time, paid officer and/or employee of the Union, the Fund or any organization affiliated with the Union which has been approved by the Board of Trustees, or any apprenticeship training program specified in a collective bargaining agreement between an Employer and the Union; or
3. 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
4. a leased employee within the meaning of Section 414(n)(2) of the Internal Revenue Code; or
5. an “alumni” employee, defined as 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 January 1 or July 1 coincident with or next following the date on which you complete a total of 435 Hours of Work in Covered Employment within the Computation Period of Eligibility, provided you are an Employee on such entry date (January 1 or July 1).

For this purpose, the term “**Computation Period of Eligibility**” means the twelve (12) consecutive month period beginning on the date of your first Hour of Work for an Employer. If you do not become a Participant within the first Computation Period of Eligibility, you must satisfy the Plan’s participation requirements within subsequent twelve (12) month periods as if you were a new employee first beginning work for an Employer.

The term “**Hour of Work**” means each hour for which you are paid or entitled to payment for the performance or nonperformance of duties, or each hour for which back pay, regardless of mitigation of damages, is either awarded or agreed to by your contributing Employer.

The term “**Covered Employment**” means employment for which your Employer is obligated to contribute to the Fund on your behalf pursuant to the Agreement.

EXAMPLE: Suppose you begin working in Covered Employment on February 1, 2019 and complete 435 Hours of Work by June 30, 2019. You will begin participation in the Plan on July 1, 2019, which is the first entry date following the date on which you completed 435 Hours of Work in Covered Employment within the Computation Period of Eligibility that began on your date of hire.

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 break occurs. You can become a Participant again when you have again satisfied the requirements to participate as described in Section B of this Article III. Breaks in Service are explained further in Sections D and E of this Article III.

D. What Happens If I Have Fewer Than 435 Hours of Work In A Plan Year?

Once you become a Participant, but before you become entitled to a Vested Benefit (as explained in Section C of Article IV), your eligibility for continued participation, your vesting, and your 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. You are credited with a **Year of Service** if you have at least 435 Hours of Work in any such Plan Year. If you have fewer than 435 Hours of Work in a Plan Year, you will incur a **Break in Service**. For all practical purposes, incurring a Break in Service means that you will be considered to have terminated your participation in the Plan.

You should note, however, that if you are absent from employment with your Employer for **maternity or paternity reasons**, 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 of Work for each normal workday during the leave.

The total number of hours credited to you in this manner will not exceed 435 hours.

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 435 Hours of Work in a Plan Year will not be considered a Break in Service year if that failure is due to any of the following conditions:

1. disability because of accident or illness; or
2. service in the Armed Forces; or
3. you have been granted unpaid leave by your Employer in accordance with the applicable requirements of the Family and Medical Leave Act of 1993; or
4. you were employed in Covered Employment by an entity which is signatory to a Union collective bargaining agreement, and the entity is not required pursuant to the Union collective bargaining agreement to make contributions into the Plan's trust fund.

Your Employer may require that you furnish information to substantiate your absence. If you do not provide the information in a timely manner, you may not receive credit for Hours of Service for the absence. In all cases, hours credited or exceptions granted are only for the purpose of continuing participation and do not affect benefit accrual or vesting status.

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

If you are not “vested” (as explained in Section C of Article V) at the time you incur a Break in Service, you will incur a **Permanent Break in Service** and forfeit all benefits you have earned prior to your Break in Service if the number of your consecutive Break in Service years is equal to or greater than five (5) years.

EXAMPLE 1: Assume that you had earned 4 Years of Service 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. Since you were not vested at the time you left the employ of your Employer, and because you incurred 5 or more consecutive 1-year Breaks in Service, you will incur a Permanent Break in Service and forfeit all benefits you had earned before your Break in Service.

EXAMPLE 2: Assume that you had earned 4 Years of Service 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 regain all the benefits you had earned before your Break in Service because the number of consecutive 1-year Breaks in Service that you incurred did not equal or exceed 5.

IV. **BENEFITS.**

A. **When Can 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 the *later* of:

1. your sixty-second (62nd) birthday, or
2. your age on the fifth anniversary of your 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:

1. the calendar year in which you attain age 70½, or
2. 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 eligibility requirements as set forth in Subsection 1 below, 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 jurisdiction of the Fund, you will be eligible for a Normal Retirement Benefit, provided that:

- (i) you have reached your Normal Retirement Age, and
- (ii) you have at least five (5) Years of Service, and
- (iii) 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) equal to the sum of your **Past Service Benefit**, if any, and your **Future Service Benefit**.

Past Service Benefit. Your Past Service Benefit is equal to the number of Years of Service you worked within the jurisdiction of I.B.E.W. Local 683 during the period from June 1, 1956 to May 31, 1966, multiplied by \$4.50. If you are a member of a participating local union that has by contract agreed to become a part of the I.B.E.W. Local 683 Pension Fund Pension Plan, you will not receive a Past Service Benefit. However, your Years of Service prior to this time will be used to determine Years of Service for participation, vesting, and eligibility for a retirement benefit up to a maximum of ten (10) past Years of Service.

Future Service Benefit. Your Future Service Benefit will be determined on the basis of a formula. There are three (3) different formulas, depending on when your Hours of Work occurred.

- (i) Hours of Work from June 1, 1966 to December 31, 2003. For Hours of Work from June 1, 1966 to December 31, 2003, the formula is 3.25% of the Employer Contributions paid into the Fund on your behalf subsequent to the latest of—
- June 1, 1966,
 - the date you had a forfeiture of service, or
 - the date you became a Participant.

Your Future Service Benefit under this formula is based on the amount of Employer Contributions made on your behalf. Therefore, you should make absolutely certain that your Employer makes the required contributions to the Fund for you.

- (ii) Hours of Work from January 1, 2004 to December 31, 2007. For Hours of Work from January 1, 2004 to December 31, 2007, the formula is \$100 per Year of Benefit Service (defined as a Plan Year during which employer contributions are required for 1,800 Hours of Work in covered employment at the base journeyman's rate).

NOTE: If employer contributions are required at a contribution rate other than the base journeyman's rate, your Benefit Service will be adjusted accordingly. The base journeyman's rate is defined as the base journeyman's rate specified under the collective bargaining agreement between Local 683 and signatory employers.

In addition, your Benefit Service will be prorated up if your Hours of Work for the Plan Year are more than 1,800, and prorated down if your Hours of Work for the Plan Year are fewer than 1,800.

- (iii) Hours of Work from January 1, 2008 to December 31, 2013. For Hours of Work from January 1, 2008 to December 31, 2013, the formula is \$110 per Year of Benefit Service (defined as a Plan Year during which employer contributions are required for 1,800 Hours of Work in covered employment at the base journeyman's rate).

NOTE: If employer contributions are required at a contribution rate other than the base journeyman's rate, your Benefit Service will be adjusted accordingly. The base journeyman's rate is defined as the base journeyman's rate specified under the collective bargaining agreement between Local 683 and signatory employers.

In addition, your Benefit Service will be prorated up if your Hours of Work for the Plan Year are more than 1,800, and prorated down if your Hours of Work for the Plan Year are fewer than 1,800.

- (iv) Hours of Work after December 31, 2013. For Hours of Work after December 31, 2013, the formula is \$120 per Year of Benefit Service (defined as a Plan Year during which employer contributions are required for 1,800 Hours of Work in covered employment at the base journeyman's rate).

NOTE: If employer contributions are required at a contribution rate other than the base journeyman's rate, your Benefit Service will be adjusted accordingly. The base journeyman's rate is defined as the base journeyman's rate specified under the collective bargaining agreement between Local 683 and signatory employers.

In addition, your Benefit Service will be prorated up if your Hours of Work for the Plan Year are more than 1,800, and prorated down if your Hours of Work for the Plan Year are fewer than 1,800.

The formula used to calculate your Normal Retirement Benefit is affected by your recent work history. If you have not accrued at least one (1) Year of Service (defined as 435 or more Hours of Work during a Plan Year) out of the two (2) Plan Years immediately preceding your retirement, you are considered a "deferred vested" Participant. As a deferred vested Participant, your Past Service Benefit, if any, and your Future Service Benefit will be computed at the benefit level rates which were in effect during the second consecutive Plan Year after the Plan Year in which you last earned a Year of Service.

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

EXAMPLE 1: Assume that you reach your Normal Retirement Age and retire at that time. Also assume that you have worked in the trade and work jurisdiction of Local 683 since 1960 and have 5 Years of Service through May 31, 1966.

Past Service Benefit (through May 30, 1966):

Past Service Benefit from 1960 through May 30, 1966:

$$5 \text{ Years of Service} \times \$4.50 = \$22.50$$

NORMAL RETIREMENT BENEFIT: \$22.50

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

EXAMPLE 2: Assume that you reach age 62, your Normal Retirement Age, in January 2019, and you retire at that time. Also assume that you have worked in the trade and work jurisdiction of Local 683 since 1980 and that the total Employer Contributions made on your behalf from January 1, 1980 to December 31, 2003 were \$50,000. Assume further that your Hours of Work at the base journeyman's rate from 2004 to 2019 were as follows:

<u>Plan Year</u>	<u>Hours of Work</u>
2004	1,800
2005	1,980
2006	1,620
2007	1,710
2008	1,440
2009	1,620
2010	1,800
2011	1,440
2012	1,620
2013	1,710
2014	1,800
2015	1,530
2016	1,728
2017	1,692

Your monthly Normal Retirement Benefit would be calculated as follows:

Future Service Benefit (from January 1, 1980 to the present):

Future Service Benefit from January 1, 1980 through December 31, 2003:	$\$50,000 \times 3.25\%$	=	\$1,625.00
Future Service Benefit from January 1, 2004 through December 31, 2004:	$\$100 \times 1,800/1,800$	=	\$ 100.00
Future Service Benefit from January 1, 2005 through December 31, 2005:	$\$100 \times 1,980/1,800$	=	\$ 110.00
Future Service Benefit from January 1, 2006 through December 31, 2006:	$\$100 \times 1,620/1,800$	=	\$ 90.00
Future Service Benefit from January 1, 2007 through December 31, 2007:	$\$100 \times 1,710/1,800$	=	\$ 95.00
Future Service Benefit from January 1, 2008 through December 31, 2008:	$\$110 \times 1,440/1,800$	=	\$ 88.00
Future Service Benefit from January 1, 2009 through December 31, 2009:	$\$110 \times 1,620/1,800$	=	\$ 99.00
Future Service Benefit from January 1, 2010 through December 31, 2010:	$\$110 \times 1,800/1,800$	=	\$ 110.00
Future Service Benefit from January 1, 2011 through December 31, 2011:	$\$110 \times 1,440/1,800$	=	\$ 88.00
Future Service Benefit from January 1, 2012 through December 31, 2012:	$\$110 \times 1,620/1,800$	=	\$ 99.00
Future Service Benefit from January 1, 2013 through December 31, 2013:	$\$110 \times 1,710/1,800$	=	\$ 104.50
Future Service Benefit from January 1, 2014 through December 31, 2014:	$\$120 \times 1,800/1,800$	=	\$ 120.00
Future Service Benefit from January 1, 2015 through December 31, 2015:	$\$120 \times 1,530/1,800$	=	\$ 102.00
Future Service Benefit from January 1, 2016 through December 31, 2016:	$\$120 \times 1,728/1,800$	=	\$ 115.20
Future Service Benefit from January 1, 2017 through December 31, 2017:	$\$120 \times 1,692/1,800$	=	\$ 112.80

NORMAL RETIREMENT BENEFIT:	\$ 1,625.00 +	
	\$ 100.00 +	
	\$ 110.00 +	
	\$ 90.00 +	
	\$ 95.00 +	
	\$ 88.00 +	
	\$ 99.00 +	
	\$ 110.00 +	
	\$ 88.00 +	
	\$ 99.00 +	
	\$ 104.50 +	
	\$ 120.00 +	
	\$ 102.00 +	
	\$ 115.20 +	
	\$ 112.80 + =	\$3,058.50

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.

3. Can My Normal Retirement Benefit 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 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 of Service with an Employer in disqualifying employment. For this purpose, disqualifying employment means employment in:

- (i) the building and construction industry; and
- (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 jurisdiction of the Union at the time that the payment of benefits commenced or would have commenced if you had not remained in or returned to employment.

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

The payment of your Normal 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 forty (40) Hours of Service in disqualifying employment,

as applicable. However, your retirement benefit may not be suspended for any month beginning on or after April 1 of the calendar year following the calendar year in which you attain age 70½, regardless of your return to disqualifying employment.

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 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.

5. Are There Any Circumstances in Which the Suspension of My Normal Retirement Benefit May Be Waived?

Yes. For the 2019-2021 plan years only, the Trustees may, upon their own motion or upon the request of a retiree whose benefit payments are to be suspended, waive, for good cause, the suspension of the retirement benefit of a retiree who has attained Normal Retirement Age or is receiving an Unreduced Early Retirement Benefit.

This waiver of the suspension of benefits being paid to the retiree is subject to such limitations as the Trustees, in their sole discretion, may determine. Such limitations may include the following:

- (i) the retiree's previous record of benefit suspensions or the retiree's noncompliance with the Pension Plan's reporting requirements; and
- (ii) the existence of a collective bargaining agreement between the retiree's current employer and the Union; or
- (iii) the nature of the retiree's job duties with his or her current employer, which duties may not include the following types of work:
 - (a) work that is covered by an existing Collective Bargaining Agreement, including, but not limited to, the Inside Construction Agreement, the National Construction

Agreement, the Sound and Communication Supplement, or the South West Regional Agreement; or

- (b) work that is performed in the Union's geographic jurisdiction or under a National Maintenance Agreement, a General President's Agreement, or a Building Trades Agreement (Project Labor Agreement).

C. When Do My Benefits Become Vested, And What Is My Vested Benefit?

You are fully **vested** in your retirement benefit when you have at least five (5) Years of Service. Once you are vested, your Accrued Benefit cannot be forfeited. If you terminate employment after having been credited with five (5) or more Years of Service, you will be 100% vested in your Accrued Benefit and thus become eligible for a Normal Retirement Benefit at the time you reach Normal Retirement Age.

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 prior to your application for Vested Benefits; and
- (ii) have reached your Early or Normal Retirement Age and have ceased to be employed by an Employer within the Jurisdiction of the Fund, other than by reason of death, or under circumstances in which Total and Permanent Disability Benefits are payable under this Plan.

2. Amount Of Vested Benefit.

If you meet the eligibility requirements for a **Vested Benefit** as set forth in Subsection 1 above, then upon the Trustees' approval of your application as submitted to the Administrative Manager in a form satisfactory to the Trustees, you will become entitled to a Vested Benefit in an amount equal to your Accrued Benefit, calculated under the Plan's applicable benefit provisions that 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 depends 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 on your behalf 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 Is A Total And Permanent Disability Retirement Benefit?

A **Total and Permanent Disability Retirement Benefit** is a retirement benefit that is payable to you if you are an Active Participant (as defined in 1. below), cease to be employed by an Employer within the Jurisdiction of the Fund on account of a total and permanent disability, and otherwise satisfy the eligibility requirements for a Total and Permanent Disability Retirement Benefit (described more fully in 1. below). You are totally and permanently disabled if you are suffering from a disability which is caused by an accident or illness and which, in the sole discretion of the Board of Trustees, based upon appropriate medical evidence:

1. has lasted or can be expected to last for a continuous period of not less than twelve (12) months; and
2. renders you incapable of performing any substantial gainful activity for employment.

The Trustees have the authority to require any Participant claiming to be totally and permanently disabled under the Plan to be examined by a physician or clinic chosen by the Trustees, or to require that such Participant submit to the Trustees evidence of his Social Security award and/or submit proof indicating the date of disability as determined by the Social Security Administration. 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 a Participant to be examined more frequently than twice in any twelve (12) month period to determine whether the Participant continues to meet the requirements for a Total and Permanent Disability Retirement Benefit.

You will not be considered to be totally and permanently disabled if your illness is the result of: addiction to narcotics; your commission of a felony; your service in the Armed Forces of any country; or an intentionally self-inflicted injury. If your Total and Permanent Disability is occasioned by chronic alcoholism, your right to receive a monthly Total and Permanent Disability Retirement Benefit will terminate with the twelfth (12th) monthly payment. To receive any additional monthly Permanent and Total Disability Retirement Benefits, you must reapply for such benefits and submit evidence satisfactory to the Trustees that you have, in fact, made reasonable efforts at reasonable rehabilitation. Such reapplication will be required at the end of each twelve (12) month period, and evidence of your rehabilitation must be submitted with each such reapplication.

1. Eligibility For A Total and Permanent Disability Retirement Benefit.

You will be eligible for a monthly Total and Permanent Disability Retirement Benefit if you satisfy *all* of the following requirements:

- (i) you are an Active Participant (i.e., you have accrued at least one (1) Year of Service out of the last two (2) preceding Plan Years, have not

had a forfeiture of your prior service following a Break in Service, and are not otherwise retired, disabled, or deceased under the Plan);

- (ii) you cease to be employed by an Employer within the Jurisdiction of the Fund on account of a total and permanent disability;
- (iii) you have at least:
 - (a) five (5) Years of Service, if you were an Active Participant who retired between January 1, 2001 and May 31, 2004;
 - (b) five (5) Years of Service, if you are an Active Participant who retires on or after June 1, 2004 and you submit proof of a Social Security Disability Award; or
 - (c) ten (10) Years of Service, if you are an Active Participant who retires on or after June 1, 2004 but you fail to submit proof of a Social Security Disability Award; and
- (iv) you have elected and applied for a Total and Permanent Disability Retirement Benefit on a form prescribed by the Trustees, and the Trustees have approved your application.

2. Amount Of A Total and Permanent Disability Retirement Benefit.

Your Total and Permanent Disability Retirement Benefit will be a monthly benefit (payable in the normal form of benefit) equal to your full Accrued Benefit as of the date you are determined to be totally and permanently disabled. There is no reduction for commencement of your Total and Permanent Disability Retirement Benefit before Normal Retirement Age.

3. When Paid.

If you meet the eligibility requirements for a Total and Permanent Disability Retirement Benefit, as set forth in Subsection 1 above, you will become entitled to start receiving your Total and Permanent Disability Retirement Benefit as of the first day of the month next following receipt and approval of your application by the Trustees.

Your Total and Permanent Disability Retirement Benefit can be suspended if any of the following occurs:

- (i) you engage in or perform duties in any occupation or employment for remuneration or profit; or
- (ii) 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

- (iii) you refuse to undergo a periodic medical examination as required by the Trustees.

4. Re-Employment After Suspension Of Total And Permanent Disability Benefit.

If your Total and Permanent Disability Retirement Benefit under this Plan has been suspended and you later re-retire and resume receiving benefits, your reinstated benefits shall be determined as follows:

- (i) Total and Permanent Disability Retirement Benefit – Your new Total and Permanent Disability Retirement Benefit will be equal to the amount you were previously receiving as a Total and Permanent Disability Retirement Benefit, plus any additional benefit accruals determined under the Plan for service during your period of re-employment.
- (ii) Early Retirement Benefit – Your new Early Retirement Benefit will be equal to the amount you were previously receiving as a Total and Permanent Disability Retirement Benefit, reduced for commencement before Normal Retirement Age in accordance with the Plan’s applicable early retirement factors, plus any additional benefit accruals determined under the Plan for service during your period of re-employment. These additional benefit accruals will also reflect a reduction for commencement before Normal Retirement Age in accordance with the Plan’s applicable early retirement factors.
- (iii) Unreduced Early Retirement Benefit – Your new Unreduced Early Retirement Benefit will be equal to the amount you were previously receiving as a Total and Permanent Disability Retirement Benefit, plus any additional benefit accruals determined under the Plan for service during your period of re-employment.
- (iv) Normal Retirement Benefit – Your new Normal Retirement Benefit will be equal to the amount you were previously receiving as a Total and Permanent Disability Retirement Benefit, plus any additional benefit accruals determined under the Plan for service during your period of re-employment.

5. Submission Of Claim For Total And Permanent Disability Benefit.

To obtain Total and Permanent Disability Benefits, 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.

When the Administrative Manager receives written notice of your claim, the Administrative Manager will send you an approved claim form, which you must complete and submit. Upon receipt of the completed form, the Administrative Manager may, in his/her sole discretion, require you to be examined or have your claim reviewed by a physician or a clinic chosen by the Administrative Manager on behalf of the Trustees or require you to submit additional evidence to support your claim for Total and Permanent Disability Benefits.

6. Notice of Denial Of Claim For 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 shall occur within forty-five (45) days after 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 his/her 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 shall occur. Any notice of an extension shall 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.

All claims and appeals for disability benefits shall be adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical or vocational expert) will not be made based on the likelihood that the individual will support a denial of benefits.

In the event of non-approval, in whole or in part, of your claim for benefits due to Total and Permanent Disability, the notice to you shall provide you with all of the following information in the written decision:

- (i) the specific reasons for rejecting the application; and
- (ii) the specific provisions of the Plan or rules and regulations on which the determination is based; and
- (iii) a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; and
- (iv) an explanation of the Appeals Procedure; and

- (v) 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; and
- (vi) the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the decision or, alternatively a statement that such rules, guidelines, protocols, standards or similar criteria of the plan do not exist; and
- (vii) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records or other information relevant to your claim for benefits.

In addition, in the event that the determination disagrees with the views of—

- (i) a health care professional treating you;
- (ii) vocational professionals who have evaluated you;
- (iii) a medical or vocational expert whose advice was obtained on behalf of the Plan in connection with your claim; or
- (iv) a disability determination regarding you made by the Social Security Administration,

then the decision to deny shall set forth an explanation of the basis for disagreeing with those views or opinions. If the decision to deny was based on a medical necessity, experimental treatment or similar exclusion or limit, the decision will set forth either:

- (a) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or
- (b) a statement that such explanation will be provided free of charge upon request.

The Board of Trustees shall have full authority to interpret the Plan’s provisions, and it is within the sole and absolute discretion of the Board of Trustees to determine if you are entitled to receive a benefit and, if so, the amount of the benefit. The decision of the Board of Trustees shall be final and binding upon you unless that decision is appealed as hereinafter set forth below. In determining your eligibility for a benefit and, if so, the amount of the benefit, the Trustees will rely upon the Plan’s official records (“Official Plan Records”). 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.

7. Appeal To Board Of Trustees.

If your claim for Total and Permanent Disability Benefits is denied, you may, by written notice received by the Administrative Manager within one hundred and eighty (180) days of your receipt of the notice denying your claim for Total and Permanent Disability Benefits, 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 Board of 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. If such extension is required, you will be provided with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made prior to commencement of the extension.

The review of your appeal will not afford deference to the initial adverse benefit determination and will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is subject of the appeal nor a subordinate of such individual. If the appeal of a decision based in whole or in part on medical judgment, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual. The reviewer will also identify medical or vocational experts whose advice was obtained on behalf of the plan in connection with the initial adverse benefit determination, without regard to whether the advice was relied upon by the initial determination.

Prior to making a decision to deny an appeal, the Administrative Manager will provide you, free of charge, with any additional evidence considered, relied upon, or generated by the Plan, the disability insurer, or other person making the benefit determination in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is provided so as to give you a reasonable opportunity to respond prior to that date. If the determination is based on new or additional rationale, the Administrative Manager shall provide you, free of charge, with the rationale as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is provided so as to give you a reasonable opportunity to respond prior to that date.

After consideration of the appeal as above, the Board of Trustees shall advise you of its decision in writing within five (5) days after the benefit determination is made. If the determination is averse to you, the written decision shall state all of the following information:

- (i) the specific reasons for rejecting the appeal; and
- (ii) the specific provisions of the Plan or on which the determination is based; and
- (iii) 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; and
- (iv) a statement of your right to bring an action under ERISA Section 502(a); and
- (v) the applicable contractual limitations period that applies to your right to bring such an action under ERISA Section 502(a), including the calendar date on which the contractual limitations period expires for the claim; and
- (vi) either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse benefit determination, or, alternatively a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist; and
- (vii) a discussion of the decision including an explanation for disagreeing with or not following any of the following:
 - (a) the views of health care professionals treating the claimant; or
 - (b) the views of vocational professionals who evaluated the claimant; or
 - (c) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the appeal, without regard to whether the advice was relied upon in making the benefit determination; or
 - (d) a disability determination made by the Social Security Administration.

If the adverse benefit determination is based on medical necessity, experimental treatment or a similar exclusion or limit, you will be provided either with an explanation of the scientific or clinical judgment for the determination applying the terms of the Plan to your medical circumstances or a statement that such explanation will be provided free of charge upon request.

All notices to you shall be made in a culturally and linguistically appropriate manner. The Plan will provide oral language services such as a telephone customer assistance hotline that include answering questions in any “applicable non-English language” and providing assistance with filing claims and appeals in “any applicable non-English language.” In addition, the Plan will provide, upon request, a notice in any “applicable non-English language” and will include in the English version of all notices a statement prominently displayed in any applicable non-English language clearly indicating how to access the language services provided by the Plan. “Applicable non-English languages” include, with respect to an address in any United States county to which a notice is sent, a non-English language in which ten percent or more of the population residing in the county is literate only in that language.

The Board of Trustees shall have full authority to interpret the Plan’s provisions, and it is within the sole and absolute discretion of the Board of Trustees to determine if you are entitled to receive a benefit and, if so, the amount of the benefit. The decision of the Board of Trustees shall be final and binding upon you unless that decision is appealed as hereinafter set forth below. The decision of the Board of Trustees on appeal shall be final and binding upon you. 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.

E. 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 with all Employers 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, 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.

Early Retirement Benefit Reduced from Age 62. The amount of your Early Retirement Benefit will be equal to your Normal Retirement Benefit, as described above, reduced at the rate of ½ of 1% for each month you are younger than **age 62** on the commencement date of your Early Retirement Benefit.

EXAMPLE: Assume that your Normal Retirement Benefit would be \$800.00, 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 = 48 (4 years x 12 months = 48 months)
- (ii) Early Retirement Reduction Factor of 48 months x ½% = 24%
- (iii) Normal Retirement Benefit of \$800.00 x Early Retirement Reduction Factor of 24% = \$192.00
- (iv) Monthly Early Retirement Benefit = \$608.00 (\$800.00 - \$192.00 = \$608.00)

Early Retirement Benefit Reduced from Age 60. Effective July 1, 1996, if you:

- (i) meet the eligibility requirements for an Early Retirement Benefit; and
- (ii) have at least thirty (30) Years of Service,

then the amount of your Early Retirement Benefit will be equal to your Normal Retirement Benefit, as described above, reduced at the rate of ½ of 1% for each month you are younger than **age 60** (as opposed to age 62) on the commencement date of your Early Retirement Benefit.

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.

3. Can My Early Retirement Benefits Be Suspended?

Early Retirement Benefits in pay status will be suspended on the first day of the month following a calendar month during which you are performing work with an Employer in disqualifying employment. For this purpose, disqualifying employment means employment in:

- (i) the building and construction industry; and
- (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 jurisdiction of the Union at the time that the payment of benefits commenced or would have commenced if you had not remained in or returned to employment.

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

The payment of your Early 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 a prescribed number of Hours of Service, as uniformly determined by the Trustees, in disqualifying employment,

as applicable. However, your retirement benefit may not be suspended for any month beginning on or after April 1 of the calendar year following the calendar year in which you attain age 70 ½, regardless of your return to disqualifying employment.

Upon the occurrence of either (i) or (ii) above, you may apply (in a manner prescribed by the Plan Administrator) for reinstatement of your Early 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.

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

Yes, effective on or after July 1, 1996, you may be entitled to receive an **Unreduced Early Retirement Benefit** if you meet the eligibility requirements for an Unreduced Early Retirement Benefit set forth in Subsection 1 below.

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

If you have completely retired from employment with all Employers in the jurisdiction of the Fund, you will be eligible for an Unreduced Early Retirement Benefit, provided that:

- (i) you have attained age sixty (60) but not yet attained age sixty-two (62); and
- (ii) you have at least thirty (30) Years of Service; and
- (iii) 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 monthly

amount of your Normal Retirement Benefit if you meet the eligibility requirements described above and retire at age 60 or older. You will become entitled to receive your 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.

NOTE: If you have at least thirty (30) Years of Service and elect to retire prior to age 60, your Normal Retirement Benefit will be reduced at the rate of ½ of 1% (or .005) for each month you are younger than **age 60** in accordance with Section E.2. of Article IV of this Summary, which describes how your Early Retirement Benefit is calculated.

V. DISTRIBUTION OF BENEFITS.

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

Your Normal, Early, Unreduced Early or Disability 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—

- 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
- 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 (see Article VII below), 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 **Five Years Certain and Life Annuity**. A “Five Years Certain and Life Annuity” is a monthly annuity which is payable to you for “five years certain” and, if you survive that five (5) years certain period, thereafter for the rest of your life. However, if you should

die within the five (5) years certain period, the monthly annuity will continue to be paid to your beneficiary for the remainder of the five (5) years certain period.

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 Survivor Annuity**. A “Qualified Joint and Survivor Annuity” provides a reduced monthly income that is the Actuarial Equivalent of the Normal or Early Retirement Benefit, payable as a Five Years Certain and Life Annuity, which you are otherwise entitled to receive. The factors needed to determine the reduced amount of monthly income under the Qualified Joint and Survivor Annuity are set forth in 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.

The survivor’s annuity that is payable to your spouse under the Qualified Joint and Survivor Annuity is equal to 50% of the monthly annuity that 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 To Waive The Qualified Joint And Survivor Annuity?

Yes. Instead of the Qualified Joint and Survivor Annuity, you and your spouse may elect to receive the Normal, Early, Unreduced Early, or Disability Benefit in an optional form of benefit, the Five Years Certain and Life Annuity. However, to waive the Qualified Joint and 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 Survivor Annuity. Once benefits commence, you cannot change your election. The waiver of the Qualified Joint and 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 notary public. The Fund Office will provide forms for this purpose.

C. Are There Any Other Optional Forms of Benefits?

Yes. Effective January 1, 2008, if you are married on your annuity starting date, you may elect to waive, with spousal consent, the Qualified Joint and Survivor Annuity and have your benefit 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 Survivor Annuity, payment of the survivor’s annuity under the Qualified Optional Survivor Annuity continues for the duration of your surviving spouse’s life. If you choose the Qualified Optional Survivor Annuity instead of the Qualified Joint and Survivor Annuity, the value of the Qualified Optional Survivor Annuity will be actuarially equivalent to the value of the normal form of benefit, the Five Years Certain and Life Annuity.

In the event that you and your spouse, during your Election Period, waive the Qualified Joint and Survivor Annuity, then your retirement benefit will be distributed to you in the optional form of benefit you choose, either the Five Years Certain and Life Annuity or the Qualified Optional Survivor Annuity. 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 Survivor Annuity to you (or to your spouse or your beneficiary in the event of the 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, the Qualified Optional Survivor Annuity), then beginning July 1, 1997, 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 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 Survivor Annuity or the Qualified Optional Survivor Annuity in favor of the Five Years Certain and 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. What Is The Bridge Payment Benefit?

Effective July 1, 1996, instead of the basic Accrued Benefit for which you are eligible and to which you are entitled at Early Retirement, you and your spouse may elect to receive the Early or Unreduced Early Retirement Benefit in an the optional form of benefit payment called the "**Bridge Payment Benefit.**" The purpose of the Bridge Benefit Payment is to provide you with supplemental income until you become eligible for Social Security retirement benefits at age 62.

The Bridge Payment Benefit is structured to provide a monthly benefit that is higher than the basic Accrued Benefit from the time benefit payments first begin until you attain 62 years of age, and a monthly benefit that is lower than the basic Accrued Benefit after you attain 62 years of age. However, the Bridge Payment Benefit will not be available to you if your benefit at age 62 would be less than \$500 per month after the Bridge Payment Benefit is calculated and determined. In addition, if you die while receiving adjusted benefits under the Bridge Payment Benefit, then any distributions as of your date of death payable to your surviving spouse or Beneficiary would be calculated and determined in accordance with the basic accrued benefit to which you were eligible to receive prior to the application of the Bridge Payment Benefit form of payment.

The Bridge Payment Benefit is calculated and determined in accordance with the tables provided by the Plan's Actuary. Questions pertaining to the Bridge Payment Benefit should be directed to the Administrative Manager.

F. 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 spouse will be entitled to receive a Qualified Pre-Retirement and Survivor Annuity from the Plan, unless the surviving spouse elects to receive the Pre-Retirement Death Benefit. A **Qualified Pre-Retirement and Survivor Annuity** is a monthly benefit which will be payable to your spouse for life in an amount equal to one-half (1/2) of the benefit you would have been entitled to receive as a Qualified Joint and 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 and 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.

If the surviving spouse waives the Qualified Pre-Retirement and Survivor Annuity, then the surviving spouse has the option of electing a Pre-Retirement Death Benefit. If the surviving spouse elects this option, the surviving spouse will be eligible to receive a monthly income in an amount equal to 70% of your Accrued Benefit as of your date of death, for a total of sixty (60) monthly payments. The value of the Pre-Retirement Death Benefit for the surviving spouse may not be less than the actuarial equivalent value of the Qualified Pre-Retirement and Survivor Annuity. If the actuarial equivalent value of the Qualified Pre-Retirement and Survivor Annuity is greater than the Pre-Retirement Death Benefit, the Pre-Retirement Death Benefit will not be available to the surviving spouse.

If you have a “**vested**” right to receive a retirement benefit from the Plan and you are **not married** at the time of your death, your beneficiary will be eligible to receive a monthly income in an amount equal to 70% of the your Accrued Benefit as of your date of death, for a total of sixty (60) monthly payments.

2. After Retirement.

If you die after pension payments have begun, benefits will be paid in accordance with the form of benefit distribution applicable to you.

If you **are married** and did not waive the Qualified Joint and Survivor Annuity, your surviving spouse will receive a monthly benefit which is equal to one-half (1/2) of the monthly benefit you were receiving while you were alive. If you **are not married** at the time of your death (or if you are married but have waived the Qualified Joint and Survivor Annuity) and you are receiving Normal, Early, Unreduced Early or Disability Retirement Benefits and your death occurs prior to receiving a total of sixty (60) monthly payments, then your beneficiary, or beneficiaries, will be eligible to receive, upon proper application, a Post-Retirement Death Benefit. The Post-

Retirement Death Benefit is a continuation of your retirement benefit until a total of sixty (60) monthly retirement payments have been received by you and your Beneficiary, or Beneficiaries together. If you die after receiving sixty (60) monthly payments or more, then your beneficiary, or beneficiaries, will not be entitled to any benefit from the Plan.

3. No Designation Of Beneficiary.

For the purpose of this Plan, there shall be no designation of a Beneficiary under this Plan. The **Beneficiary** for any death benefit payable under the Plan shall be determined in the following manner:

- (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 child or children, if any, whether natural or adopted, in equal shares.
- (iii) If there are no children alive, then the death benefit shall be paid to your mother and/or father in equal shares.
- (iv) If there is no mother or father alive, then the death benefit shall be paid to your brothers and/or sisters in equal shares.
- (v) If no legal spouse, child or children, mother or father, brother or sister is alive, then there shall be no death benefit payable under this Plan.

Further, if there are multiple beneficiaries, the Trustees have the right to pay the death benefit in the form of an actuarially equivalent lump sum payment, distributed in equal shares to each of the beneficiaries. In any such case, the lump sum payment(s) shall be distributed within five (5) years after your death.

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.

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

Yes, 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 Administrative Manager 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 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” is 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 Qualified Domestic Relations Order 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 – NON-DISABILITY CLAIMS

A. How Do I Make A Claim For Benefits?

You can make a claim for non-disability benefits by writing to the Plan Administrator at the following address:

I.B.E.W. Local No. 683 Fringe Benefit Funds
6525 Centurion Drive
Lansing, Michigan 48917-9275
Toll Free (844) 683-0683
Fax (517) 321-7508

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 Joint and Survivor Benefit and the spousal consent requirements. Complete the application and return it to the Fund Office along with any proof required by the Plan Administrator to determine your right to receive benefits from the Plan. 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 shall 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 shall 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 shall 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 Board of Trustees 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 shall 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 shall 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. The written notice only needs to state your name, address, and the fact that you are appealing from the decision of the Board of Trustees, giving the date of the decision appealed from.

The Trustees shall consider the appeal no later than its next regular 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 meeting, then the Board of Trustees may consider the appeal at the second regular 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, the Board of Trustees shall advise you of its decision in writing within five (5) days following the date of the meeting at which the appeal was considered. The decision of the Board of Trustees shall 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 shall be accompanied by:

1. 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;
2. 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

3. a statement of your right to bring a civil action under Section 502(a) of ERISA.

The Trustees shall have full authority to interpret the provisions of this Plan, and it is within their sole and absolute discretion to determine if you are entitled to receive a benefit and the amount of the benefit. Their decision shall 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 Full Hearing Before The Board of Trustees?

A complete written record shall be kept of the proceedings at the full hearing before the Board of Trustees.

1. In conducting the hearing, the Board of Trustees shall not be bound by the usual common law or statutory rules of evidence.
2. You 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 shall not be considered “new evidence.”

You will be afforded the opportunity of presenting any evidence on your behalf. If you offer new evidence, the hearing may be adjourned for a period of not more than thirty (30) days so the Board of Trustees may, if 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.

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 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.**

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 where all, or a part, of your benefits might be attached would be a situation where 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 Qualified Domestic Relations Order.

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 you have already earned. If the terms of the Plan are changed, the changes will affect only 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 or partial 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 are assets remaining in the Trust Fund, those assets would be distributed to all Participants, retirees and beneficiaries on a pro rata basis.

The Board of Trustees has 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 either benefits be distributed to you and all other Participants in one lump sum payment as soon as practicable, or the Trust be continued and benefits 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-man 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.

G. What Records Are Used In Determining My Eligibility For Benefits?

The Trustees will rely upon the Official Plan Records in determining your eligibility for benefits. In the event of a discrepancy between the records maintained by the Plan and a claim you assert, the Trustees will rely on 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. You have the burden of proving a claim for benefits which differs from the records established and maintained by the Plan.

X. TERMINATION RIGHTS.

A. Are My Benefits Insured By The Pension Benefit Guaranty 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 per month \times 30 years of service \times 12 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 683 Pension Fund 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 United States 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 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.
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 fees 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 control of the Plan Administrator.

If you have any questions about this Summary or your rights under ERISA, you should contact the Administrative Manager at:

I.B.E.W. Local No. 683 Fringe Benefit Funds
6525 Centurion Drive
Lansing, Michigan 48917-9275
Toll Free (844) 683-0683
Fax (517) 321-7508

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 booklet, please call the Administrative Manager toll free at (844) 683-0683 if you have any questions.

**BOARD OF TRUSTEES OF THE I.B.E.W.
LOCAL 683 PENSION FUND PENSION PLAN**

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