

**N.E.C.A. LOCAL NO. 145
I.B.E.W.**

PENSION PLAN

**Restated effective September 1, 2007
(unless otherwise noted)**

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ARTICLE I - DEFINITIONS

This restated Plan shall apply to any Participant who is credited with an Hour of Service on or after September 1, 2007; otherwise, the Plan in effect at the time the Participant last earned an Hour of Service shall apply.

Section 1.01. Actuarial Present Value.

Actuarial Present Value is calculated by the following procedures:

- A. For lump sum payments other than pursuant to a Qualified Domestic Relations Order, paid prior to September 1, 2000, unless otherwise specified in the Plan, the "Actuarial Present Value" of a benefit shall be determined using the full set of interest rates prescribed by the Pension Benefit Guaranty Corporation for valuing annuities under single-employer plans that terminate without a Notice of Sufficiency on the first day of the Plan Credit Year in which the date as of which the benefit is valued occurs.

Notwithstanding the foregoing, if the value so calculated under the preceding Paragraph exceeds Twenty-Five Thousand Dollars (\$25,000) the "Actuarial Present Value" of a lump sum benefit shall be determined using one hundred twenty percent (120%) of the full set of interest rates prescribed by the Pension Benefit Guaranty Corporation for valuing annuities under single-employer plans that terminate without a Notice of Sufficiency on the first day of the Plan Credit Year in which the date as of which the benefit is valued occurs.

- B. For converting the normal form of benefit to all optional forms other than pursuant to a Qualified Domestic Relations Order, except lump sum payments, unless otherwise specified in the Plan, the "Actuarial Present Value" of a benefit shall be determined using the interest rate of seven percent (7%).
- C. For payments pursuant to a Qualified Domestic Relations Order, the "Actuarial Present Value" of a benefit shall be determined using the immediate interest rate prescribed by the Pension Benefit Guaranty Corporation for valuing annuities under single-employer plans that terminate without a Notice of Sufficiency on the first day of the Plan Credit Year in which the date as of which the benefit is valued occurs.
- D. For lump sum payments paid prior to September 1, 2000, and converting the form of benefit to all optional forms, unless otherwise specified in the Plan, the mortality assumption shall

be based on the 1971 Group Annuity Mortality Table weighted as follows:

1. For a Participant's benefit, one hundred percent (100%) male and zero percent (0%) female;
 2. For the benefit of a Participant's Spouse or former Spouse, Beneficiary, or any other case, zero percent (0%) male and one hundred percent (100%) female.
- E. Notwithstanding any other paragraph of this Section, the determination of the amount of a single sum cashout paid on or after September 1, 2000, shall be based upon the Applicable Mortality Table and an interest rate equal to the applicable interest rate as defined in IRC Section 417(e)(3) and ERISA Section 205(g)(3) in effect for the month before the first day of the Plan Credit Year containing the date of distribution.

The term "Applicable Mortality Table" shall mean the prevailing commissioners' standard mortality table described in IRS Code Section 807(d)(5)(A) used to determine reserves for group annuity contracts (without regard to any other subparagraph of Section 807(d)(5)).

Effective for distributions beginning on or after September 1, 2002, the Applicable Mortality Table for adjusting benefits or limitations under Section 415(b)(2) of the Code and for determining the present value of Plan benefits under Section 417(e)(3) and the corresponding provisions of ERISA shall be the GAR-94 mortality table projected to 2002 and blended fifty percent (50%) male rates and fifty percent (50%) female rates as contained in Rev. Rul. 2001-62.

Section 1.02. Association.

"Association" means the Quad-City Electrical Contractors Association also doing business as Quad Cities Chapter, NECA.

Section 1.03. Beneficiary.

"Beneficiary" means a person (other than a Pensioner) who is receiving benefits under the Plan because of his designation for such benefits by a Participant.

Section 1.04. Collective Bargaining Agreement.

"Collective Bargaining Agreement" or "Agreement" means an agreement between the Union and an Employer which requires contributions to the Fund.

Section 1.05. Continuous Employment.

"Continuous Employment" or "Continuous" means any period of Service not separated by quit, discharge, or other termination of employment between the periods.

Section 1.06. Contributing Employer or Employer.

"Contributing Employer" or "Employer" means any entity, sole proprietorship, partnership, limited liability, unincorporated association, corporation, or joint venture, that agrees in writing to be part of the Collective Bargaining Agreement in effect between the Union and the Association. The term "Contributing Employer" or "Employer" shall also mean the Union for the purposes of providing benefits for the full-time Employees of the Union, for whom the Union agrees to contribute to the Pension Fund. The term "Contributing Employer" or "Employer" shall also include any Local 145 sponsored electrical or building trade industry entity working toward the advancement of the electrical union, the electrical trade, and/or the entire union building trade community, for whom said entity agrees to contribute to the Pension Fund.

Section 1.07. Contribution Period.

"Contribution Period" means, with respect to a category of employment, the period during which the Employer is a Contributing Employer with respect to the category of employment.

Section 1.08. Covered Employment.

"Covered Employment" means employment of an Employee by an Employer in a category covered by a Collective Bargaining Agreement requiring contributions to the Fund, including such employment prior to the time contributions to the Fund began.

Section 1.09. Effective Date.

"Effective Date" is used herein as follows:

- A. The "Effective Date" is the date as of which benefits are calculated and paid under the Plan and shall be the first day of the first month after or coincident with the later of:
 - 1. The first day of the month following submission by the Participant of a completed application for benefits, or
 - 2. Thirty (30) days after the Plan advises the Participant of the available benefit payment options.

The Effective Date may occur and benefits may begin before the end of the thirty (30) day period, provided:

- a. The Participant and Spouse have the right to revoke any benefit payment options elected before the end of

the thirty (30) day period and the benefits payable under the new election shall be adjusted pursuant to Section 3.20;

- b. The Participant's benefit was previously being paid because of an election after the Normal Retirement Age; or
 - c. The Participant's benefit is being paid automatically as a lump sum under the provisions of the Plan.
- B. The Effective Date will not be later than the Participant's Required Beginning Date.
- C. The Effective Date for a Beneficiary or alternate payee under a Qualified Domestic Relations Order (within the meaning of Section 206(d)(3) of ERISA and Section 414(p) of the Internal Revenue Code) will be determined as stated in subsections (A) and (B) above, except that references to spousal consent do not apply.
- D. Effective Date shall mean the same as the Annuity Starting Date for purposes of Section 1.401(a)(20), Q and A 10 of the Treasury Regulations.

Section 1.10. Employee.

"Employee" means an employee covered by a Collective Bargaining Agreement, or any written agreement requiring Employer contributions on his behalf. If the Union is a Contributing Employer, the employees with respect to whom such Employer participates in this Plan are to be deemed Employees.

The term "Employee" shall include a leased employee of an employer within the meaning of Section 414(n) of the Internal Revenue Code who otherwise meets the conditions for participation, vesting and/or benefit accrual under the Plan. The term "Employee" shall not include:

- A. A sole proprietor who is a Contributing Employer;
- B. A partner who is a Contributing Employer, regardless of the size of the partnership interest; or
- C. Anyone else whose ownership would, in the opinion of the Trustees, jeopardize the tax exempt status of the Fund or violate provisions of ERISA or the LMRA (Labor Management Relations Act).

Employees employed in Teledata work are referred to as "Teledata Employees" and Employees employed in "inside" work are referred

to as "Inside Employees." Teledata Employees first became eligible to participate in the Plan on or after October 1, 2004.

Section 1.11. Gender.

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

Section 1.12. Normal Retirement Age.

"Normal Retirement Age" means age sixty-five (65) or, if later, the age of the Participant on the tenth (10th) anniversary of his participation except that on or after September 1, 1988, "Normal Retirement Age" means age sixty-five (65), or, if later the fifth anniversary of participation. Participation before a Permanent Break in Service shall not be counted.

Section 1.13. Other Terms.

"Other terms" are specially defined elsewhere in the Plan as follows:

Terms

- A. ERISA
- B. Regular Pension
- C. Early Retirement Pension
- D. Deferred Pension
- E. Disability Pension
- F. Pension Credits
- G. Years of Vesting Service
- H. Breaks in Service (One Year Break in Service, Permanent Break in Service)
- I. Husband and Wife Pension
- J. Retired or Retirement
- K. Vested Status

Section 1.14. Participant.

"Participant" means a Pensioner or an Employee who meets the requirements for participation in the Plan as set forth in Article II, or a former Employee who has acquired a right to a pension under the Plan. Employees employed in Teledata work are referred to as "Teledata Participants" and Employees employed in "inside" work are referred to as "Inside Participants." Teledata Participants first became eligible to participate under the Plan on or after October 1, 2004.

Section 1.15. Pension Fund.

"Pension Fund" or "Fund" means the N.E.C.A. Local No. 145 I.B.E.W. Pension Fund established under the Trust Agreement.

Section 1.16. Pension Plan.

"Pension Plan" or "Plan" means this document as adopted by the Trustees and as thereafter amended by the Trustees.

Section 1.17. Pensioner.

"Pensioner" means a person to whom a pension under this Plan is being paid or to whom a pension would be paid but for time for administrative processing.

Section 1.18. Period Of Accrual.

"Period of Accrual" means any Plan Credit Year or number of consecutive Plan Credit Years during the Contribution Period during which an Employee earns Pension Credit based on his work in Covered Employment. A Period of Accrual will be considered as ended on the day before the beginning of any period of three (3) consecutive Plan Credit Years during which an Employee failed to earn at least five-tenths (5/10) Pension Credit. The next succeeding Period of Accrual will begin in the next succeeding Plan Credit Year in which the Employee earns Pension Credit.

Periods of Accrual Before January 1, 1996

If a Participant earns at least three (3) Pension Credits during a Period of Accrual, previous Periods of Accrual, if any, will be combined with that Period of Accrual. This means that a Participant's previously earned Pension Credits will be considered as earned during one (1) Period of Accrual for purposes of determining the Participant's benefit amount at retirement.

Periods of Accrual After January 1, 1996

For a Period of Accrual which begins after January 1, 1996, if a Participant returns to Covered Employment on or after January 1, 1996, then the prior Periods of Accrual will be combined with the current Period of Accrual only if the Participant earns the greater of:

- A. Three (3) Pension Credits, or
- B. Pension Credits which are equal to the number of years during which the Participant failed to earn at least one-tenth (1/10th) of a Pension Credit.

If you have more than one (1) Period of Accrual during the Contribution Period and also have Pension Credits earned before the Contribution Period, the Pension Credits earned before the Contribution Period will be valued at the accrual rates in effect during the last Period of Accrual in which you earned at least three (3) Pension Credits.

A Permanent Break in Service as defined in Section 4.03 will cancel all Periods of Accrual prior to the Permanent Break in Service. An

Employee who returns to work following a Permanent Break in Service may begin a new Period of Accrual.

In addition, a Period of Accrual for a Participant who retires and has not incurred the end of a Period of Accrual, will be considered as ended as of the Effective Date of a pension payable under this Plan. A Pensioner who returns to Covered Employment following the Effective Date of his pension will begin a new Period of Accrual.

Section 1.19. Plan Credit Year Or Fiscal Year.

"Plan Credit Year" or "Fiscal Year" means the period from September 1 through the next August 31. For purposes of ERISA regulations, the Plan Credit Year shall serve as the vesting computation period, the benefit accrual computation period, and, after the initial period of employment, the computation period of eligibility to participate in the Plan. The Plan Credit Year also means the period for which various government reports are required to be filed by the Trustees.

Section 1.20. Required Beginning Date.

"Required Beginning Date" means the date a Participant's benefits must commence to be paid and is April 1 of the calendar year following the calendar year in which the Participant reaches age seventy and one half (70 ½).

Section 1.21. Service.

"Service" means:

- A. Each hour for which an Employee is directly or indirectly paid or entitled to payment by the Employer for the performance of duties. These hours shall be credited to the Employee based on the actual hours shown on the monthly Employer reports, which may contain hours worked during the previous OR SUBSEQUENT month, and on reciprocity reports received from other plans. These hours shall be counted as hours for the month during which the report is due from the Employer. Hours reported on reciprocity reports shall be credited on the same basis as Employer reports. Hours may be earned as either "Inside hours" or "Teledata hours" depending on the work performed. Unless otherwise specified, "hours" refers to combined Inside hours and Teledata hours, as applicable.
- B. Each hour for which an Employee is paid, or entitled to payment, by an Employer, directly or indirectly, including payments for disability from the NECA Local No. 145 IBEW Welfare Plan, but excluding any time compensated under a workers' or workmen's compensation or unemployment compensation law or a plan pursuant to a mandatory disability

benefits law and excluding any hours of non-work time in excess of five hundred one (501) hours in any one (1) continuous period. Two (2) periods of paid non-work time shall be deemed continuous if they are compensated for the same reason (e.g., disability) and are not separated by at least ninety (90) days. These hours shall be credited to the Employee for the computation period or periods in which the nonperformance period occurred; and

- C. Each hour for which back pay, irrespective of mitigation of damage, has been either awarded or agreed to by the Employer. These hours shall be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement, or payment was made.

Section 1.22. Trust Agreement.

"Trust Agreement" means the Agreement and Declaration of Trust establishing the N.E.C.A. Local No. 145 I.B.E.W. Pension Fund effective as of June 12, 1972, and as thereafter amended.

Section 1.23. Trustees.

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

Section 1.24. Union.

"Union" means Local Union No. 145 International Brotherhood of Electrical Workers.

Section 1.25. Work.

"Work" means a period in which an Employee performed services and for which he was paid or entitled to payment.

ARTICLE II - PARTICIPATION

Section 2.01. Purpose.

This Article contains definitions to meet certain requirements of the Employee Retirement Income Security Act of 1974 (otherwise referred to as ERISA). It should be noted that once an Employee has become a Participant, the provisions of the Plan give him credit in accordance with the rules of the Plan for some or all of his Service before he became a Participant.

Section 2.02. Participation.

An Employee who is engaged in Covered Employment during the Contribution Period shall become a Participant in the Plan on the earliest September 1 or March 1 following completion of a twelve (12) consecutive-month period during which he completed at least

one thousand (1,000) hours of Service in Covered Employment. The required one thousand (1,000) hours may also be completed with any hours of Service in other employment if that other employment is Continuous with the Employee's Covered Employment with that Employer. Notwithstanding the foregoing, Employees employed as Teledata Employees shall not be eligible to participate until on or after October 1, 2004.

Section 2.03. Termination Of Participation.

A person who incurs a One-Year Break in Service (as defined in Section 4.03) shall cease to be a Participant as of the last day of the Plan Credit Year which constituted the One-Year Break, unless such Participant is a Pensioner or has acquired the right to a pension (other than for disability) whether immediate or deferred.

Section 2.04. Reinstatement Of Participation.

An Employee who has lost his status as a Participant in accordance with Section 2.03 shall again become a Participant:

- A. By working at least Five Hundred (500) hours in Covered Employment in a Plan Credit Year; or
- B. By meeting the requirements of Section 2.02 on the basis of Service after the Plan Credit Year during which his participation terminated. However, an Employee who has a Permanent Break in Service must meet the requirements of Section 2.02 to again become a Participant. An Employee who meets these requirements shall become a Participant retroactively to his re-employment commencement date.

The re-employment commencement date is the first day the Employee is credited with an hour of Service after the Plan Credit Year in which he incurred his last One-Year Break in Service.

ARTICLE III - PENSION
ELIGIBILITY AND AMOUNTS

Section 3.01. General.

This Article sets forth the eligibility conditions and benefit amounts for the pensions provided by this Plan. The accumulation and retention of Service credits for eligibility are subject to the provisions of Article IV. The benefit amounts are subject to reduction on account of the Husband and Wife Pension (Article V). Entitlement of an eligible Participant to receive pension benefits is subject to his retirement and application for benefits, as provided in Article VI.

Eligibility depends on combined (**INSIDE AND TELEDATA**) Pension Credits, which are defined in Section 4.01 or Years of Vesting Service, which are defined in Section 4.02.

Section 3.02. Regular Pension Eligibility.

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

- A. He has attained (prior to September 1, 2000) age sixty-two (62), or has attained (after September 1, 2000) age sixty-one (61), and
- B. He has met one (1) of the following Service requirements:
 - 1. For retirements before September 1, 1992, he has at least fifteen (15) combined Pension Credits and he worked in Covered Employment for at least five hundred (500) hours in a Plan Credit Year which began after he attained age fifty-three (53); or
 - 2. For retirements on or after September 1, 1992, he has at least ten (10) combined Pension Credits and he worked in Covered Employment for at least five hundred (500) hours in a Plan Credit Year which began after he attained age fifty-three (53).

Section 3.03. Regular Pension - Amount.

The monthly amount of the Regular Pension is equal to the number of Pension Credits earned during each of the Participant's Periods of Accrual times the accrual rate appropriate for such Periods of Accrual as shown in the following schedule:

Period of Accrual	Accrual Rate per Pension Credit Earned	
	Before Contribution Period	During Contribution Period
September 1971 through March 31, 1977	\$ 4.00	\$ 8.00
April 1, 1977 through March 31, 1978	\$ 5.00	\$10.00
April 1, 1978 through March 31, 1979	\$ 6.00	\$12.00
April 1, 1979 through December 31, 1983	\$ 7.65	\$15.30
January 1, 1984 through August 31, 1985	\$ 9.50	\$19.00
September 1, 1985 through August 31, 1986	\$16.50	\$33.00

Period of Accrual	Accrual Rate per Pension Credit Earned	
	Before Contribution Period	During Contribution Period
September 1, 1986 through August 31, 1988	\$17.00	\$34.00
September 1, 1988 through August 31, 1990	\$17.00	\$40.00
September 1, 1990 through August 31, 1991	\$17.00	\$46.00
September 1, 1991 through August 31, 1995	\$17.00	\$49.00
September 1, 1995 through August 31, 1996	\$17.00	\$59.00
September 1, 1996 through August 31, 1997	\$17.00	\$68.00
September 1, 1997 through August 31, 1998	\$17.00	\$72.00
September 1, 1998 through August 31, 1999	\$17.00	\$82.00
September 1, 1999 through August 31, 2000	\$17.00	\$100.00
September 1, 2000 through September 30, 2004	\$17.00	\$106.00
October 1, 2004 through August 31, 2007	\$17.00	\$106.00 (Inside credits) \$39.00 (Teledata credits)
September 1, 2007 and onward	\$17.00	\$106.00 (Inside credits) \$40.00 (Teledata credits)

Section 3.04. Benefit For Participant Active At Normal Retirement Age.

The following rules apply to Active Participants at Normal Retirement Age:

- A. A Participant who has attained Normal Retirement Age shall be eligible for a pension regardless of his Pension Credits or Years of Vesting Service. The amount shall be determined in accordance with Section 3.08.
- B. A Participant will not be a Participant at Normal Retirement Age, and, therefore, will not be entitled to a benefit under subsection (A) above, unless any prior One-Year Break in Service has been repaired in accordance with Section 2.04.

Section 3.05. Early Retirement Pension Eligibility.

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

- A. He has attained age fifty-five (55),
- B. He has met one (1) of the following Service requirements:

1. For retirements before September 1, 1992, he has at least fifteen (15) combined Pension Credits and he worked in Covered Employment for at least five hundred (500) hours in a Plan Credit Year which began after he attained age fifty-three (53), or
2. For retirements on or after September 1, 1992, he has at least ten (10) combined Pension Credits and he worked in Covered Employment for at least five hundred (500) hours in a Plan Credit Year which began after he attained age fifty-three (53).

Section 3.06. Early Retirement Pension - Amount.

The following rules are used to determine the amount of the Early Retirement Pension:

- A. Effective for retirements on and after September 1, 1986, the monthly amount of the Early Retirement Pension is the amount of the Regular Pension reduced by one-quarter (1/4) of one percent (1%) for each month by which the commencement of the pension precedes age sixty-two (62) age sixty-one (61) for retirements after September 1, 2000.
- B. Effective for retirements before September 1, 1986, the monthly amount of the Early Retirement Pension is the amount of the Regular Pension reduced by one-half (1/2) of one percent (1%) for each month by which the commencement of the pension precedes age sixty-two (62).

Section 3.07. Deferred Pension Eligibility.

The following rules govern the eligibility for a Deferred Pension:

- A. A Participant or former Participant may retire on a Deferred Pension if:
 1. As of or after September 1, 1976, he has ten (10) Years of Vesting Service; or
 2. On or after September 1, 1989, he has five (5) Years of non-collectively bargained service; or
 3. For retirements before September 1, 1992, he has fifteen (15) combined Pension Credits, including at least five (5) Pension Credits earned on the basis of employment during the Contribution Period; or
 4. For retirements before September 1, 1992, he has at least ten (10) combined Pension Credits, including at least five

- (5) Pension Credits earned on the basis of employment during the Contribution Period; or
5. On or after September 1, 1997, he has five (5) Years of Vesting Service, provided he has earned at least one (1) Hour of Service on or after September 1, 1997.
- B. A Deferred Pension shall be payable upon retirement:
1. After the Participant has attained Normal Retirement Age, or
 2. After the Participant has attained age fifty-five (55), if he has met one (1) of the following Service requirements:
 - a. For retirements before September 1, 1992, he has at least fifteen (15) combined Pension Credits, or
 - b. For retirements on or after September 1, 1992, he has at least ten (10) combined Pension Credits.

Section 3.08. Deferred Pension Amount.

If the Deferred Pension begins after the Participant has attained his Normal Retirement Age, the monthly amount of the Deferred Pension shall be calculated in accordance with Section 3.03. If payment of the Deferred Pension begins before the Participant's Normal Retirement Age, the monthly amount shall be the amount of the Regular Pension reduced by one-quarter (1/4) of one percent (1%) for each month by which the commencement of the pension precedes age sixty-five (65), but not less than the actuarial equivalent of the amount payable at Normal Retirement Age.

Section 3.09. Disability Pension Eligibility.

A Participant may retire on a Disability Pension if he is permanently and totally disabled and he meets all of the following requirements:

- A. He is permanently and totally disabled (by reason of causes other than self-inflicted injury), and
- B. He has met one (1) of the following Service requirements:
 1. For retirements before September 1, 1992, he has at least fifteen (15) combined Pension Credits; or
 2. For retirements on or after September 1, 1992, he has at least ten (10) combined Pension Credits; and
 3. He worked in Covered Employment for at least five hundred (500) hours in the period that consists of the Plan Credit Year in which he became disabled and the previous Plan Credit Year.

Section 3.10. Plan's Right of Subrogation for Total and Permanent Disability Caused By Third Parties

Whenever a Participant shall, as a result of an act or the conduct of any party, person(s), firm or corporation, have a claim or demand against such other party, person(s), firm or corporation arising from and in connection with the total and permanent disability suffered by the Participant, benefits provided under this Plan shall be paid as set forth therein. As a prerequisite to any payments, however, the Participant must agree, in writing, that the Fund shall be subrogated to all of the rights of said Participant to recover against any such party, person(s), firm or corporation that may be held responsible, to the extent of any payments of any kind made by the Fund. Notwithstanding the foregoing, if the Participant fails or neglects to make such agreement in writing, he shall be deemed to have impliedly consented to the Plan's subrogation rights. This right of subrogation is specifically and unequivocally pro tanto subrogation; that is, subrogation from the first dollar received by the Participant, and this pro tanto subrogation is specifically and unequivocally to take effect before the whole debt is paid to the Participant. The Plan does not recognize the "make-whole" doctrine, "common fund" doctrine or any right of set-off for attorney's fees, although the Trustees may, in their discretion: compromise any subrogation claim of the Fund. The proper form, as provided by the Fund, shall be executed prior to the payment of any benefits from the Fund. In the event the claim is for a Death Benefit on behalf of an Employee or retiree, this Subrogation provision shall have no effect.

The Fund shall have a lien to the extent of the benefits paid, which lien may be filed with any person(s), firm or corporation claimed to be liable to the Participant on account of the loss incurred and the damages suffered. An individual or entity receiving reimbursement or compensation for claims to which the Fund claim subrogation shall receive said monies as constructive trustee for the benefit of the Fund

It shall be the duty and responsibility of each Participant to notify the Fund of any claim or demand the Participant may have and of action or actions taken, or to be taken, in connection therewith.

If a Participant fails to notify the Fund, as required herein, then upon any recovery made, whether by suit, judgment, settlement, compromise, or otherwise, by the Participant the Fund shall be entitled to reimbursement to the extent of benefits paid in accordance with this Plan, immediately upon demand, and shall have the right to recovery thereof, by suit or otherwise. Any action by the Plan to enforce the above rights shall be considered "equitable relief" under ERISA §502(a)(3).

Section 3.11. Disability Pension Amount.

The monthly amount of the Disability Pension is the same as the Regular Pension.

Section 3.12. Disability Pension Payments.

The following rules govern the payment of Disability Pensions:

- A. Notwithstanding any provision of the Plan to the contrary, effective as of September 1, 1989, the Disability Pension will be paid as a Husband and Wife Pension, subject to a waiver in accordance with Section 5.02(E), or any other actuarially equivalent benefit payment form that would be available to the Participant under the Plan if he were retiring at Normal Retirement Age such as the Lump Sum Payment Option under Section 5.08 or the 100% Joint and Survivor Pension under Section 5.06 (or, if the Participant is then eligible for it, Early Retirement).
- B. In converting the accrued benefit of a Participant retiring with a Disability Pension to actuarially equivalent alternate payment forms, the following factors shall be used instead of the factors otherwise prescribed for those payment forms:
 - 1. 50% Husband-and-Wife Pension: See Section 5.02.
 - 2. 50%, 75% (effective 9/1/07) and 100% Joint and Survivor: See Section 5.06.
 - 3. Guaranteed Pension Payment - 60 Months Certain: See Section 3.16.
 - 4. Lump Sum Option: See Section 5.08.
- C. The Disability Pension Payments shall commence, provided an application for benefits has been filed, on the first day of the seventh (7th) month following the month in which the total and permanent disability began and shall continue during total disability for life.

Section 3.13. Disability Defined.

A Participant shall be considered permanently and totally disabled only if the Board of Trustees, in their sole and absolute judgment, find, on the basis of medical evidence (as set forth on Section 3.14), that:

- A. Such disability will be permanent and continuous during the remainder of his life; and
- B. He has been totally disabled by bodily injury or disease so as to be prevented thereby from engaging in any further employment or gainful pursuit whatsoever.

The Trustees shall accept a determination from the Social Security Administration that the Participant is entitled to a Social Security Disability Benefit in connection with his Old Age and Survivors' Insurance Coverage as sufficient medical evidence of permanent and total disability.

A Disability Pensioner shall report all and any earnings from any employment or gainful pursuit to the Trustees, in writing, within fifteen (15) days after the end of any month in which he has such earnings. If a Disability Pensioner fails to make timely reports as required in this Section, he shall be disqualified for benefits for twelve (12) months in addition to the month or months in which he had earnings from employment or other gainful pursuit. This penalty shall apply to each such violation unless the Trustees determine there were extenuating circumstances which prevented the Participant from making such timely filing.

Section 3.14. Proof Of Total Disability.

A Participant applying for a Disability Pension shall be required to submit certification of a licensed medical practitioner acceptable to the Board of Trustees that the Participant is totally incapable of engaging in any gainful occupation, by reason of causes other than self-inflicted injury, because of total and permanent disability. The Participant may be required to submit to an examination by a physician or physicians selected by the Trustees, and may be required to submit to re-examination periodically as the Trustees may direct. No Pensioner shall be required to submit to re-examination after he attains age sixty-five (65).

The Trustees shall accept as sufficient evidence of total disability a determination by the Social Security Administration that the Employee is entitled to a Social Security Disability Benefit in connection with his Old Age and Survivors' Insurance Coverage. The determination of the Board of Trustees shall be final and binding.

Section 3.15. Cessation Of Total And Permanent Disability.

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

- A. Apply for an Early Retirement benefit, provided he has fulfilled the age requirement for such Early Retirement benefit. The Early Retirement benefit shall become payable for the month immediately following the month in which the Disability Pension shall terminate, and the amount shall be based on the attained date of the Pensioner as of the date he first entered retirement on an Early Retirement Pension; or

- B. Return to Covered Employment and resume the accrual of Pension Credits.

Section 3.16. Sixty (60) Month Guarantee Of Pension Payments.

If a Pensioner who retires with a Regular, Early Retirement or Disability Pension dies before sixty (60) monthly payments have been made, the monthly pension payments shall be continued to his named Beneficiary until a total of sixty (60) monthly payments have been made to the Pensioner and his named Beneficiary.

If an active Employee who has attained the age and Pension Credits required for a Regular, Disability or Early Retirement Pension dies, the sixty (60) monthly pension payments shall be made to the named Beneficiary of the Employee as if he had retired the day prior to his death. An “active Employee”, as used in this paragraph, means that the Employee shall have worked at least five hundred (500) hours in Covered Employment during the twenty-four (24) months preceding his death.

If there is no named Beneficiary or if the named Beneficiary dies, the payments under this guarantee shall be apportioned equally and paid to, or for the benefit of, the minor child or children of the deceased Pensioner until the amount herein provided is fully paid or until such dependants reach the age of nineteen (19). Otherwise, no further payments shall be made to anyone.

When a Husband and Wife Pension, a Pre-Retirement Surviving Spouse Pension or any Optional Form (Article V) is in effect, the provisions of this Section do not apply.

Section 3.17. Death Benefit Prior To Retirement.

If an active Employee dies prior to becoming a Pensioner and prior to the month in which he is eligible to receive a monthly pension benefit, and such Employee has previously accumulated at least five (5) Pension Credits which resulted solely from contributions made on his behalf by Employers, a Death Benefit shall be payable to his named Beneficiary. An “active Employee”, as used in this paragraph, means that the Employee shall have worked at least five hundred (500) hours in Covered Employment during the twenty-four (24) months preceding his death.

The amount of such Death Benefit shall be equal to the greater of Ten Thousand Dollars (\$10,000) or fifty percent (50%) of the contributions which the Pension Plan has received on behalf of such Employee from Employers. If there is no named Beneficiary, the Death Benefit of this Section shall be payable to the legal surviving spouse of the Employee or, if none, to the surviving minor to

unmarried child or children of the Employee who are under age nineteen (19) at the time of the Employee's death.

A written application for the Death Benefit must be made to the Trustees by the named Beneficiary or, if none, the legal surviving spouse or, if none, the dependent children within twelve (12) months from the date of death of the Employee on a form supplied by the office of the Pension Fund. If an Employee dies with no named Beneficiary, surviving spouse or dependent children who are under age nineteen (19) at the time of the Employee's death, then no Death Benefit shall be payable.

If a Husband and Wife Pension or any Optional Form (Article 5) is in effect, the Death Benefits of this Section do not apply.

If a Pre-Retirement Surviving Spouse Pension of Section 5.03 is in effect, the provisions of this Section 3.17 shall not apply.

Section 3.18. Non-Duplication Of Pensions.

A person shall be entitled to only one (1) pension under this Plan, except that a Disability Pensioner who recovers may be entitled to a different type of pension and a Pensioner may also receive a pension as the Spouse of a deceased Pensioner.

Section 3.19. Rounding Of Benefit Amounts.

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

Section 3.20. Small Benefit Cashouts.

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

Section 3.21. Actuarial Equivalent Of Options.

The optional forms of pension offered by the Plan are at least the actuarial equivalent of the Participant's accrued benefit paid as of his Effective Date as a single-life annuity, including the Sixty-Month Guarantee as described in Section 3.16 herein.

Section 3.22. Death Benefit Prior To Retirement for Unmarried Eligible Dependents (“Minor Child Benefit”).

Notwithstanding any other Section of this Plan, the Death Benefit payable to an unmarried Participant shall be payable as follows:

- A. If a Pre-retirement Surviving Spouse Pension is payable under Section 5.03, this Death Benefit shall not be payable.
- B. If a Participant who does not have a qualified Spouse, meets the Service requirements for any type of pension from the Plan and dies while actively engaged in Covered Employment, his “Surviving Children” under age nineteen (19) shall receive a monthly pension beginning the first of the month following his death. If there are no “Surviving Children,” the Minor Child Benefit is not payable.
- C. The amount of the Minor Child Benefit shall be the monthly benefit amount that the Participant would have been entitled to receive had he retired with a pension from the Plan on the day preceding his death. Such Minor Child Benefit shall be reduced for Early Retirement, but not below the earliest age at which he is eligible to receive an Early Retirement Pension from the Plan. The Minor Child Benefit shall be divided equally among each of the Surviving Children and shall be payable until the youngest child reaches age nineteen (19). This benefit amount will remain constant and will be adjusted when any child attains the age nineteen (19) to benefit the remaining eligible children.
- D. A Participant will be deemed actively engaged in Covered Employment if he has completed at least five hundred (500) hours of Covered Employment in the twenty-four (24) months immediately prior to his death.
- E. A written application for this Minor Child Benefit must be made to the Trustees within twenty-four (24) months from the date of the Participant’s death.
- F. Notwithstanding any other provision of the Plan, payment of the Minor Child Benefit shall comply with the provisions of Section 401(a)(9) of the Internal Revenue Code and the incidental benefit rule and the regulations prescribed under them, including Sections 1.401(a)(9)-1 and 1.401(a)(9)-2 of the Treasury Regulations.
- G. “Surviving Children” shall mean the natural born or legally adopted children of the Participant, as evidenced by birth certificate or adoption papers. Such children shall be required to meet the standard of proof determined by the Board of Trustees.

- H. If payment of the Minor Child Benefit has begun to the Participant's Surviving Children, any additional children claiming entitlement to the benefit more than one (1) year after the date benefits commence shall not be considered Surviving Children for purposes of this Section 3.22.

ARTICLE IV-PENSION CREDITS AND YEARS OF VESTING SERVICE

Section 4.01. Pension Credits.

The following are the rules governing Pension Credits:

- A. For Employment During The Contribution Period.
The following rules govern Pension Credits earned in employment during the Contribution Period:
1. General Rule.
For periods during the Contribution Period, a Participant shall be credited with Pension Credits on the basis of his hours of work in Covered Employment on which contributions to the Pension Fund were made on the basis of one-tenth (1/10) of a Pension Credit for each one hundred sixty (160) hours within a Plan Credit Year, but not more than one (1) Pension Credit for a Plan Credit Year, subject to the special rules in subsection 3. below. Each participant may have two types of credits, both calculated as above: "Inside credits" (based only on Inside hours) and "Teledata credits" (based only on Teledata hours worked on or after October 1, 2004). The term "Combined Pension Credit" shall mean the sum of the Participant's Inside and Teledata credits.
 2. Credit for Non-Work Periods.
An Employee who has at least one (1) Pension Credit credited during the Contribution Period will receive further credit for periods of absence from Covered Employment under the following circumstances:
 - a. During periods of non-occupational sickness or disability for which weekly accident and sickness benefits are paid by the NECA Local No. 145 IBEW Welfare Plan or disability arising in Covered Employment for which Workers' Compensation Benefits were received by the Employee. An Employee will be considered disabled if he is unable, as a result of sickness or accident, to perform the usual duties of his employment. Credit for such non-work periods shall be granted at the rate of forty (40) hours per week of

disability and partial work weeks shall be calculated on the basis of eight (8) hours per day. For the purpose of this Section, a work week shall be the period Monday through Friday.

- b. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and Service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. Such contributions, benefits and Service credit shall only be provided with respect to re-employments initiated on or after December 13, 1994. The cost of providing such contributions, benefits and Service credit shall be considered a liability of the entire Trust Fund and shall not fall to any one (1) Employer or group of Employers.

Unless otherwise required in order to comply with Section 414(u) of the Internal Revenue Code, no more than a maximum of two (2) Pension Credits shall be granted to an Employee for non-work periods under the circumstances described herein. An Employee shall not be entitled to receive non-work Pension Credits for the same period for which he has already received Pension Credits by virtue of Employer contributions made on his behalf.

Non-work credit hours shall be prorated based on the proportion of hours worked during the last Plan Year ending prior to the first day of the non-work period.

3. Additional Credit.

The following rules govern additional credit:

- a. For retirements prior to September 1, 1985, an additional one-tenth (1/10) Pension Credit will be credited for each one hundred sixty (160) hours worked in excess of one thousand six hundred (1,600) hours in a Plan Credit Year, subject to a limitation of two-tenths (2/10) Pension Credit in one (1) Plan Credit Year and two (2) Pension Credits during an Employee's lifetime.
- b. For retirements on and after September 1, 1985, and before September 1, 1986, notwithstanding Paragraph (A) under this subsection (3), and for all Participants retiring on or after September 1, 1985, and before September 1, 1986, an additional one-tenth (1/10) Pension Credit will be credited for each one hundred sixty (160) hours worked in excess of one thousand six

hundred (1,600) hours in a Plan Credit Year, subject to a limitation of two-tenths (2/10) Pension Credit in one (1) Plan Credit Year and four (4) Pension Credits during a Participant's lifetime.

- c. For retirements on or after September 1, 1986, notwithstanding Paragraphs (A) or (B) under this subsection (3), for all Participants retiring on or after September 1, 1986, an additional one-tenth (1/10) Pension Credit will be credited for each one hundred sixty (160) hours worked in excess of one thousand six hundred (1,600) hours in a Plan Credit Year, subject to a limitation of two-tenths (2/10) Pension Credit in one (1) Plan Credit Year and six (6) Pension Credits during a Participant's lifetime.

In addition, the total number of Pension Credits during the Contribution Period shall not exceed the number of Years the Employee worked in Covered Employment during the Contribution Period.

Effective September 1, 2000, for the purposes of this subsection (3)(d) only, the term "Covered Employment" means any Plan Year wherein the Participant is credited with at least one (1) hour of Service. "Covered Employment" shall also include any Plan Year (up to a maximum of two (2) years) that a Participant fails to be credited with any hours of Service (i.e., earns zero (0) hours of Service); provided:

- a. That the Participant earned at least one (1) vesting credit year before such Plan Year;
 - b. The Participant earned at least one (1) vesting credit year after such Plan Year; and
 - c. Such Plan Year began prior to 1988.
- B. For Employment before the Contribution Period. The following rules govern Pension Credits earned in employment before the Contribution Period in 1972:

A Participant shall be credited with Pension Credits for periods before the Contribution Period on the basis of his Work in Covered Employment.

For the period before the Contribution Period, Pension Credits shall be determined on the basis of employment for which Employer contributions were paid to NECA Local No. 145

IBEW Welfare Plan. The hours of employment recorded in the records will be used in conjunction with the crediting schedule in Subparagraph (A)(1), above in determining the total Pension Credits.

It is recognized that it may be difficult or impossible to obtain reliable records of hours of employment before the Welfare Plan was established and, therefore, the Trustees shall determine the amount of Pension Credit for the years before the Contribution Period on the basis of the best available evidence which may be obtained from the Association, Employer records, Union records, Social Security records or other evidence found acceptable by the Board of Trustees. The decision of the Trustees as to the amount of Pension Credits granted to any Employee for the period before the Contribution Period shall be final and binding.

Section 4.02. Years Of Vesting Service.

The following rules govern calculation of Years of Vesting Service:

A. General Rule.

A Participant shall be credited with one (1) year of Vesting Service for each Plan Credit Year during the Contribution Period (including periods before he became a Participant) in which he completed at least one thousand (1,000) hours of Service in Covered Employment. Teledata Participants shall be awarded one (1) year of Vesting Service for each Plan Year prior to September 1, 2004 in which Inside hours worked in Covered Employment exceed one thousand (1,000) and for each Plan Year subsequent to September 1, 2004 in which the sum of Inside and Teledata hours exceed one thousand (1,000). Therefore, Participants will vest in both their Inside and Teledata pensions simultaneously. This General Rule is subject to the provisions of the following subsections.

B. Additions.

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

C. Exceptions.

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

1. Years preceding a Permanent Break in Service as defined in Section 4.03(C) for periods prior to September 1, 1976;
2. Years preceding a Permanent Break in Service as defined in Section 4.03(D) for periods after August 31, 1976, and before September 1, 1985;
3. Years preceding a Permanent Break in Service as defined in Section 4.03(E) for periods after August 31, 1985.

Section 4.03. Breaks In Service.

The following rules govern calculation of Breaks in Service:

A. General.

If a person has a Break in Service before he has acquired the right to a Pension, whether immediate or deferred, it has the effect of canceling his Participation, his previously credited Years of Vesting Service, and his previous Pension Credits. However, a Break may be temporary, subject to repair by a sufficient amount of subsequent Service. A longer Break may be permanent.

B. One-Year Break In Service.

The following rules govern One-Year Breaks in Service:

1. A person has a One-Year Break in Service in any Plan Credit Year during the Contribution Period in which he fails to complete five hundred (500) hours of Service.
2. Time of employment with a Contributing Employer in non-covered employment after August 3 1976, if creditable under Section 4.02(B), shall be counted as if it were Covered Employment in determining whether a Break in Service has been incurred.
3. A One-Year Break in Service is repairable, in the sense that its effects are eliminated if, before incurring a Permanent Break in Service, the Employee subsequently earns a Year of Vesting Service. In such case, previously earned Years of Vesting Service and Pension Credits shall be restored. However, nothing in this Paragraph (3) shall change the effect of a Permanent Break in Service.
4. Solely for the purpose of determining whether a Break in Service has occurred, the absence of an Employee from Service by reason of:
 - a. Her pregnancy;
 - b. Birth of a child of the Employee;

- c. Placement of a child with the Employee in connection with his or her adoption of a child; or
 - d. Care of such child for a period beginning immediately after such birth or placement shall be credited as hours of Service, to the extent that hours of Service would have been credited but for such absence (or, where that cannot be determined, eight (8) hours of Service per day of absence), to a maximum of five hundred one (501) hours for each such pregnancy, childbirth, or placement. The hours so credited shall be applied to the Plan Credit Year in which such absence begins, if doing so will prevent the Employee from incurring a One-Year Break in Service in that Plan Credit Year; otherwise, they shall be applied to the next Plan Credit Year. The Trustees may require, as a condition of granting such credit, that the Employee establish in a timely fashion and to the satisfaction of the Trustees that the Employee is entitled to such credit. This subsection shall apply only to absences that begin after August 31, 1985.
- C. Permanent Break in Service before September 1, 1976.
A person shall have incurred a Permanent Break in Service if before September 1, 1976 he failed to earn five-tenths (5/10) Pension Credit in three (3) consecutive Plan Credit Years.
- D. Permanent Break in Service after August 31, 1976, and before September 1, 1985. A person has a Permanent Break in Service if he has consecutive One-Year Breaks in Service, including at least one (1) after August 31, 1976, that equal or exceed the number of Years of Vesting Service with which he had been credited.
- E. Permanent Break in Service after August 31, 1985.
A person shall not incur a Permanent Break in Service after August 31, 1985 until his consecutive One-Year Breaks equal the greater of his total Years of Vesting Service or five (5).
- F. Effect of Permanent Break in Service.
If a person who has not achieved a Vested Status (Section 6.10) has a Permanent Break in Service:
- 1. His previous Pension Credits and Years of Vesting Service are canceled; and
 - 2. His participation is canceled, new participation being subject to the provisions of Section 2.04.

Section 4.04. Grace Periods.

It is recognized that the operation of the general rule in the immediately preceding Section might under certain circumstances work a hardship on an Employee. Consequently, grace periods for the holding of Pension Credits are established for the following circumstances:

A. On Account Of Disability.

An Employee shall be allowed a grace period if his failure to earn Pension Credit was due to total disability. The duration of this disability grace period may run up to two (2) consecutive Plan Credit Years during which the Employee failed to earn Pension Credit because of his continuous disability. "Total disability" for the purpose of this Section of the Plan is to be determined to the total satisfaction of the Trustees on the basis of the evidence requested and submitted. In order to secure the benefit of this grace period, an Employee must give written notice of his disability to the Trustees prior to the date he would have normally incurred a Break without benefit of the disability grace-period provided herein.

B. For Military Service.

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. Such contributions, benefits and Service credit shall only be provided with respect to re-employments initiated on or after December 13, 1994. The cost of providing such contributions, benefits and Service credit shall be considered a liability of the entire Trust Fund and shall not fall to any one (1) Employer or group of Employers.

C. On Account of Employment in a Supervisory Capacity or Employment by the Union or by the International Union with Whom the Union is Affiliated. An Employee shall be allowed a grace period if he is promoted by an Employer to an employment category not covered by the agreement in effect between the Employer and the Union, or accepts full-time employment with the Union or the International Union with whom the Union is affiliated. In such instances, the duration of the grace period shall be for the entire length of such employment. An Employee who is eligible for a pension and who is under this grace period will be entitled at retirement to a monthly pension based on the benefit level which was in effect under the Plan at the time he ceased accumulating Pension Credit. An Employee who is not eligible for a benefit and

returns to Covered Employment after being under this grace period may resume the accrual of Pension Credits. Upon subsequently meeting the eligibility requirements for a pension, his monthly pension amount will then be based on his Pension Credits directly related to the benefit level in effect during the periods when such Pension Credits were earned. In order to secure the benefit of this grace period, an Employee must give written notice of his employment to the Trustees prior to the date he would normally incur a Break In Service without benefit of the grace period provided herein.

- D. Leave Of Absence Under The Family And Medical Leave Act. Any leave of absence granted to an Employee by a Contributing Employer, up to twelve (12) weeks, under the Family and Medical Leave Act (FMLA) will not be counted as a Break In Service for purposes of determining eligibility and vesting.

The granting of grace periods as outlined in the preceding subsections of this Section 4.04 are not intended to add to the Pension Credits of an Employee nor will they interrupt the continuity of a person's One-Year Break in Service; they are merely set forth to define the circumstances which may be disregarded in determining whether a Break in Covered Employment has occurred. If a grace period is effective for any part of a Plan Credit Year, it shall be deemed effective for all of such year.

**ARTICLE V-HUSBAND AND WIFE PENSION,
PRE-RETIREMENT SURVIVING SPOUSE PENSION
AND OPTIONAL PENSION FORMS**

Section 5.01. General.

The following are general rules applicable to the payment of Pensions:

- A. The benefit to a married Participant is to be paid as a Husband and Wife Pension unless:
1. The Participant and Spouse elect otherwise in accordance with Section 5.02(E);
 2. The Spouse is not a Qualified Spouse as defined below; or
 3. The benefit is payable only in a single sum, under subsection 3.20.
- B. If a married Participant with a right to a pension, whether immediate or deferred, dies before his pension payments have

started, a Pre-Retirement Surviving Spouse Pension shall be payable as described in this Article.

Except as provided in Section 3.20, benefits will be paid in the form of a Husband and Wife Pension unless another form is elected in accordance with the terms of the Plan and procedures adopted by the Trustees.

- C. For purposes of the Plan, a "Spouse" is a person to whom a Participant is considered married under applicable **STATE** law and a Participant's former Spouse, if and to the extent a Participant's former Spouse is so provided in a Qualified Domestic Relations Order (within the meaning of Sections 206(d) of ERISA and 414(p) of the Internal Revenue Code).
- D. To be eligible to receive the survivor's pension in accordance with a Husband and Wife Pension or a Pre-Retirement Surviving Spouse Pension, the Spouse must be a "Qualified Spouse." A Spouse is a Qualified Spouse if the Participant and Spouse were married on the date of the Participant's death and had been married throughout the one (1) year period ending on the Effective Date or, if earlier, the date of death, or if the couple were divorced after being married for at least one (1) year and the former spouse is required to be treated as a Spouse or Surviving Spouse under a Qualified Domestic Relations Order, within the meaning of Sections 206(d)(3) of ERISA and 414(p) of the Internal Revenue Code. A Spouse is also a Qualified Spouse if the Participant and Spouse became married within the year immediately preceding the date the Participant's pension payments start and they were married for at least one (1) year before his death.
- E. When a Husband and Wife Pension or a Pre-Retirement Surviving Spouse Pension is in effect, the Sixty (60) Month Guarantee of Pension Payments (Section 3.16) and the Death Benefit prior to Retirement (Section 3.17) shall not apply.
- F. For purposes of Treasury Regulation Section 1.401(x)-20 Q&A 16, the Husband and Wife Pension under Section 5.02 is designated as the Plan's Qualified Joint and Survivor Annuity and shall be payable unless the Participant has filed a valid waiver in accordance with Section 5.02. Once the Husband and Wife Pension under Section 5.02 has been properly waived, the Participant may elect the 50%, 75% (effective 9/1/07) or 100% Joint and Survivor Pension under Section 5.06 at any time prior to his Effective Date, on a form provided by the Trustees. The Spouse's consent is not required for such an election and any election under this paragraph may be revoked or changed at any

time within the election period. A waiver of the Husband and Wife Pension, however, is subject to the provisions of subsection 5.02(E).

Section 5.02. Husband And Wife Pension At Retirement.

The following rules apply to the payment of the Husband and Wife Pension:

- A. The pension of a Participant who is married to a Qualified Spouse on the date his pension payments start shall be paid in the form of a Husband and Wife Pension, unless a valid waiver of that form of payment has been filed with the Plan. This includes a Disability Pension that is payable.
- B. A Husband and Wife Pension means that the Participant will receive an adjusted monthly amount for life and, if the Participant dies before his Qualified Spouse, the latter will receive a monthly benefit for her lifetime of fifty percent (50%) of the Participant's adjusted monthly amount. The Participant's monthly amount shall be a percentage of the full monthly amount otherwise payable as a single-life pension (after adjustment, if any, for early retirement) as follows:
 - 1. If the Participant's pension is a Regular or Early Retirement Pension, the percentage shall be ninety percent (90%) plus four-tenths percent (0.4%) for each full year that the Spouse is older than the Participant or minus four-tenths (0.4%) for each full year that the Spouse is younger than the Participant.
 - 2. If the Participant's pension is a Deferred Pension, the percentage shall be eighty eight percent (88%) plus four-tenths percent (0.4%) for each full year that the Spouse is older than the Participant or minus four-tenths percent (0.4%) for each full year that the Spouse is younger than the Participant.
 - 3. If the Participant's pension is a Disability Pension the percentage shall be eighty-two percent (82%) plus four-tenths percent (0.4%) for each full year that the Spouse is older than the Participant or minus four-tenths percent (0.4%) for each full year that the Spouse is younger than the Participant.
 - 4. In no event should the factor determined above exceed ninety nine and nine-tenths percent (99.9%).
- C. A Husband and Wife Pension, once payments have begun, may not be revoked nor the Pensioner's benefits increased by reason

of subsequent divorce of the Participant. However, if the Spouse dies before the Participant the monthly pension amount shall be increased effective as of the first day of the month following the death of the Spouse to the unreduced pension amount that would have been paid if the Husband and Wife pension had not been elected.

If a Participant retires with a Husband and Wife Pension and subsequently divorces, the ex-spouse will receive the survivor benefit upon the Participant's death, unless the former Spouse consents to waive the benefit or a Qualified Domestic Relations Order provides otherwise.

- D. A retiring Participant shall be advised by the Trustees of the effect of payment on the basis of the Husband and Wife Pension, including a comparison of the full single-life amount and of the adjusted amount.

If the Husband and Wife Pension would be payable under this subsection except for the fact that the Spouse is not a Qualified Spouse on the date the Participant's pension payments start because the Participant and Spouse have not been married for at least one (1) year at that time, pension payments to the Participant shall be made in the amount adjusted for the Husband and Wife Pension and if the Participant and Spouse have not been married to each other for at least one (1) year before the death of the Participant, then the difference between the amounts that had been paid and the amounts that would have been paid if the monthly amount had not been adjusted shall be paid to the Spouse, if then alive, and otherwise to the Participant's estate. If the Spouse is alive at the time of such Participant's death, but she is not a Qualified Spouse, then Spouse shall receive the remaining portion of the pension payments pursuant to Section 3.16, *Sixty (60) Month Guarantee of Payments*.

- E. The Husband and Wife Pension may be waived in favor of another form of distribution only as follows:
1. The Participant files the waiver in writing in such form as the Trustees may prescribe, and the Participant's Spouse acknowledges the effect of the waiver and consents to it in writing, witnessed by a notary public or such representative of the Plan as the Trustees may designate for that purpose.
 2. Notwithstanding any other provision of the Plan, spousal consent in accordance with Section 5.02(E)(1) is not

required if the Participant establishes to the satisfaction of the Trustees:

- a. That there is no Spouse,
- b. That the Spouse cannot be located,
- c. That the Participant and Spouse are legally separated, or
- d. That the Participant has been abandoned by the Spouse as confirmed by a court order.

If the Spouse is legally incompetent, consent under Section 5.02(E)(1) may be given by his or her legal guardian, including the Participant if authorized to act as the Spouse's legal guardian.

3. A waiver is valid only if a written explanation of the effect of the Husband and Wife Pension has been provided to the Participant no earlier than ninety (90) days before the Effective Date and no later than thirty (30) days before the Effective Date. The Participant may file a new waiver or revoke a previous waiver at any time during the ninety (90) day period prior to the Effective Date. However, a Participant may elect to waive the requirement that such notice be provided at least thirty (30) days prior to commencement of benefits provided benefits commence no sooner than eight (8) days following the provision of such notice.
 4. A Spouse's consent to a waiver of the Husband and Wife Pension shall be effective only with respect to that Spouse, and shall be irrevocable unless the Participant revokes the waiver to which it relates.
- F. A waiver of the Husband and Wife Pension described in this Section shall be void if:
1. Someone other than the Participant's Qualified Spouse is named as Beneficiary under the Plan for any share of the Participant's benefit that would otherwise be payable as a death benefit under the Husband and Wife Pension, unless
 2. The Spouse has acknowledged the designation of the alternative Beneficiary in connection with his or her consent to the Participant's waiver of the Husband and Wife Pension in writing, witnessed by a Plan representative or notary public.

Therefore, any changes of Beneficiary shall be void if the Participant has a Qualified Spouse at the date of death, unless the change of Beneficiary is consistent with the Spouse's written consent.

- G. Subject to the requirements for documentation described in subsection 5.02(E) above, a Participant must file with the Trustees, before his Effective Date, a written representation on which the Trustees are entitled to rely concerning that Participant's marital status which, if false, gives the Trustees the right to adjust the dollar amount of the pension payments made to the alleged surviving Spouse so as to recover any benefits which may have been erroneously paid.

Section 5.03. Pre-Retirement Surviving Spouse Pension.

The following are the rules governing the Pre-Retirement Surviving Spouse Pension:

- A. If a Participant who has a Qualified Spouse dies before his pension payments start, a Pre-Retirement Surviving Spouse Pension shall be paid to his surviving Spouse provided:
 - 1. He had met the Service requirements for a pension whether immediate or deferred; and
 - 2. He had at least one (1) hour of Service after December 31, 1975.
- B. A Spouse is a "Qualified Spouse" for the purpose of this Section if the Participant and Spouse have been married to each other for the entire year immediately before his death, or if the couple were divorced after being married for at least one (1) year and the former spouse is required to be treated as a Spouse or surviving Spouse under a Qualified Domestic Relations Order.
- C. If the Participant described in subsection (A) above died at a time when he would have been eligible to begin receiving payment of a pension (other than a Disability Pension) had he retired, the surviving Qualified Spouse shall be entitled to a lifetime benefit determined in accordance with the provisions of Section 5.02 as if the Participant had retired the day before he died. If the Participant described in subsection (A) above died at a time when he would have been eligible to begin receiving payment of a pension (other than a Disability Pension) had he retired, the surviving Qualified Spouse shall be entitled to a 100% Joint and Survivor Option benefit determined in accordance with the provisions of Section 5.06(C)(2) as if the Participant had retired the day before he died.

- D. If the Participant described in subsection (A) above died before he would have been eligible to begin receiving pension payments had he retired (other than a Disability Pension if he had died before its Effective Date), the surviving Qualified Spouse shall be entitled to a Pre-Retirement Surviving Spouse Pension determined as if the Participant had separated from Service under the Plan on the earlier of the date he last worked in Covered Employment or the date of his death, had he survived to the earliest age at which a pension (other than a Disability Pension) would be payable to him under the Plan, retired at that age with an immediate a 100% Joint and Survivor Option pension , and died the next day. In other words, the Pre-Retirement Surviving Spouse Pension begins when the Participant would have attained the earliest retirement age for which he would have qualified to receive a Pension had the Participant retired and the amount of the Pre-Retirement Surviving Spouse Pension is one hundred percent (100%) of what the Participant's pension amount would have been, after adjustment, if any, for the Early Retirement and for the 100% Joint and Survivor Option form.

A Participant who dies and would otherwise qualify for a Deferred Pension and not the Early Retirement Pension because he failed to work five hundred (500) hours in Covered Employment after age fifty-three (53) as required under Section 3.05(B)(3) shall have his reduction for early payment determined from age sixty-two (62) (age sixty-one (61) for deaths after September 1, 2000) as if he qualified for the Early Retirement Pension and shall have the Husband and Wife amount determined as if he qualified for the Early Retirement Pension, provided he has worked at least five hundred (500) hours in Covered Employment during the preceding twenty-four (24) months preceding death.

- E. The Spouse may elect in writing, filed with the Trustees, and on whatever form the Trustees may prescribe, to defer commencement of the Surviving Spouse Pension until a specified date that is no later than the first day of the month following the date the Participant would have reached Normal Retirement Age. The benefit amount will be determined as if the Participant survived to the date the surviving Spouse elected to begin receiving that benefit, retired at that age with an immediate Husband and Wife Pension and died the next day.

If the deceased Participant's surviving Spouse dies before the date the surviving Spouse elected to begin receiving the benefit,

the Pre-Retirement Surviving Spouse Pension will be forfeited and there will be no payments to any other Beneficiary.

- F. The amount of the Pre-Retirement Surviving Spouse Pension shall be determined under the terms of the Plan in effect when the Participant last worked in Covered Employment, unless otherwise expressly specified.
- G. Notwithstanding any other provision of this Article, a Pre-Retirement Surviving Spouse Pension shall be paid in accordance with Section 3.20 if the Actuarial Present Value of the benefit is equal to or less than Five Thousand Dollars (\$5,000).

Section 5.04. Continuation Of Husband And Wife Pension And Relation To Qualified Domestic Relations Order.

The monthly amount of the Husband and Wife Pension, once it has become payable, shall not be increased if the Spouse is subsequently divorced from the Pensioner or if the Spouse predeceases the Pensioner.

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

Section 5.05. Trustees' Reliance.

The Trustees shall be entitled to rely on written representatives, consents, and revocations submitted by Participants, Spouses or other parties in making determinations under this Article and, unless such reliance is arbitrary or capricious, the Trustees' determinations shall be final and binding, and shall discharge the Fund and the Trustees from liability to the extent of the payments made. This means that, unless the Plan is administered in a manner determined to be inconsistent with the fiduciary standards of Part 4 of Title I of ERISA, the Fund shall not be liable under this Article for duplicate benefits with respect to the same Participant, or for surviving spouse benefits in excess of the Actuarial Present Value of the benefits described in this Section, determined as of the Effective Date of the Participant's pension or, if earlier, the date of the Participant's death.

Section 5.06. Joint And Survivor Options.

The following rules govern the Joint and Survivor Options:

- A. A Participant eligible for a Regular, Disability or Early Retirement Pension who files a valid waiver of the Husband and Wife Pension in accordance with subsection 5.02(E) may elect the Joint and Survivor Option.

- B. A Participant eligible for a Regular, Disability or Early Retirement Pension may elect to receive payment on the basis of a Joint and Survivor Option, in accordance with which he will receive a lower monthly amount with the provision that fifty percent (50%), seventy-five percent (75%)(effective 9/1/07) or one hundred percent (100%) of that lower amount is to continue after his death for the lifetime of the Beneficiary designated by him, provided, however, that the Actuarial Value of the benefit payable to the designated Beneficiary (if it is other than the Spouse) is less than the Actuarial Value of the reduced benefit payable to the Participant.
- C. Regular, Disability, or Early Retirement Pensions payable in the Joint and Survivor Option form shall be adjusted as follows:
1. 50% Joint and Survivor Option:
The following rules govern the 50% Joint and Survivor Option.
 - a. Non-Disability Pensions.
The monthly pension amount shall be adjusted by multiplying it by the following percentage: ninety percent (90%) minus four-tenths (0.4%) for each full year that the Beneficiary's age is less than the Participant's age or plus four-tenths percent (0.4%) for each full year that the Beneficiary's age is greater than the Participant's age; provided, however, that the resulting percentage shall not exceed ninety nine and nine-tenths percent (99.9%).
 - b. Disability Pensions.
The monthly pension amount shall be adjusted by multiplying it by the following percentage: eighty two percent (82%) minus four-tenths percent (0.4%) for each full year that the Beneficiary's age is less than the Participant's age or plus four-tenths percent (0.4%) for each full year that the Beneficiary's age is greater than the Participant's age; provided, however, that the resulting percentage shall not exceed ninety nine and nine tenths percent (99.9%).
 2. 75% Joint and Survivor Option (effective 9/1/07):
The following rules govern the 75% Joint and Survivor Option for all participants.
The monthly pension amount shall have the same Actuarial Present Value (i.e. be actuarially equivalent to) the Participant's accrued benefit paid as of his Effective Date as a single-life annuity, including the Sixty-Month Guarantee as described in Section 3.16 herein.

3. 100% Joint and Survivor Option:
The following rules govern the 100% Joint and Survivor Option.
 - a. Non-Disability Pensions.
The monthly pension amount shall be adjusted by multiplying it by the following percentage: eighty-one percent (81%) minus seven-tenths percent (0.7%) for each full year that the Beneficiary's age is less than the Participant's age or plus seven-tenths percent (0.7%) for each full year that the Beneficiary's age is greater than the Participant's age; provided, however, that the resulting percentage shall not exceed ninety-nine and nine-tenths percent (99.9%).
 - b. Disability Pensions.
The monthly pension amount shall be adjusted by multiplying it by the following percentage: sixty-seven percent (67%) minus five-tenths percent (0.5%) for each full year that the Beneficiary's age is less than the Participant's age or plus five-tenths percent (0.5%) for each full year that the Beneficiary's age is greater than the Participant's age; provided, however, that the resulting percentage shall not exceed ninety-nine and nine-tenths percent (99.9%).
 - c. Regular or Early Retirement Pensions payable in the Joint and Survivor Option form on and after January 1, 1984, and before September 1, 1989, shall be adjusted in accordance with the terms of the Plan as in effect at that time.
 - d. Regular or Early Retirement Pensions payable in the Joint and Survivor Option form before January 1, 1984, shall be adjusted as determined by the Trustees on the basis of the advice of their actuary and will take into account the sex of the Participant and his age when payment in the optional form is to commence and also the age and sex of his Beneficiary
 - e. The Joint and Survivor Option shall not be payable if it would result in a monthly benefit of less than Twenty-Five Dollars (\$25) to the Pensioner or Beneficiary.
 - f. In compliance with Section 401(a)(9) of the Internal Revenue Code, an election of this Option shall limit the survivor's benefits as follows:

If payment to a surviving Beneficiary, other than a Spouse, pursuant to this optional form of payment would continue for more than five (5) years, the Actuarial Present Value of such payments shall be paid in sixty (60) equal monthly installments.

Section 5.07. Early Retirement Level Income (Social Security) Option.

The following rules govern the Early Retirement Level Income (Social Security) Option:

- A. A Participant eligible for an Early Retirement Pension who files a valid waiver of the Husband and Wife Pension in accordance with subsection 5.02(E) may elect the Early Retirement Level Income (Social Security) Option.
- B. A Participant eligible for an Early Retirement Pension may elect to have his pension increased until age sixty-two (62) or sixty-five (65), according to the age at which he expects to receive his Social Security benefit, and reduced thereafter, in order to approximate a pension before age sixty-two (62) or sixty-five (65) as nearly equal as possible to his combined retirement income after that age.
- C. The Early Retirement Pensions payable in the Early Retirement Level Income (Social Security) Option form shall be adjusted as follows:
 1. For a Participant who elects the Early Retirement Level Income (Social Security) Option using an estimated Social Security benefit payable at age sixty-two (62), the factors shown in Table 1 of the Appendix should be used. The Participant's estimated Social Security benefit payable at age sixty-two (62) shall be multiplied by the factor shown in Table 1 which corresponds to the Participant's age on his Effective Date. The resulting amount shall be the amount by which the monthly pension amount the Participant would otherwise receive is increased. Payment of this higher monthly amount shall be made until age sixty-two (62) at which time the pre-age sixty-two (62) monthly payment shall be reduced by the estimated Social Security benefit amount.
 2. For a Participant who elects the Early Retirement Level Income (Social Security) Option using an estimated Social Security benefit payable at age sixty-five (65), the factors shown in Table 2 of the Appendix should be used. The Participant's estimated Social Security benefit payable at

age sixty-five (65) shall be multiplied by the factor shown in Table 2 which corresponds to the Participant's age on his Effective Date. The resulting amount shall be the amount by which the monthly pension amount the Participant would otherwise receive is increased. Payment of this higher monthly amount shall be made until age sixty-five (65) at which time the pre-age sixty-five (65) monthly payment shall be reduced by the estimated Social Security benefit amount.

- D. Early Retirement Pensions payable in the Early Retirement Level Income (Social Security) Option form before January 1, 1984 shall be adjusted on the basis of actuarial equivalence as established by the Trustees.
- E. Payment of the Early Retirement Level Income (Social Security) Option shall be subject to the following conditions:
 - 1. The Option may not be revoked once benefit payments in the optional form have commenced.
 - 2. If the adjustment described above would reduce the monthly amount payable after age sixty-two (62) or sixty-five (65) to less than Twenty-Five Dollars (\$25) a month, it shall not become effective.

Section 5.08. Lump Sum Payment Option.

The following rules govern the Lump Sum Payment Option:

- A. A Participant who is eligible to retire on a Regular, Early Retirement or Disability Pension may elect to have the amount of his monthly benefit reduced by not more than ten percent (10%) in return for the payment to him of a lump sum of money at the time his monthly pension is first payable.
- B. This Lump Sum Payment Option is subject to the following conditions:
 - 1. The Participant must elect to have his monthly benefit reduced by an even dollar amount which does not exceed ten percent (10%) of the monthly benefit.
 - 2. The Option can be elected by the Participant only at the time he files a pension application on the form provided for this purpose by the Trustees.
 - 3. Once this Option is elected and payment commences, it cannot be revoked.

- C. If this Option is elected, the lump sum payable shall be based upon the Participant's age on his Effective Date.
1. The factors used to determine the amount of the lump sum shall be calculated annually by the Plan's actuary.
 2. These factors correspond to the Participant's age on his Effective Date and shall be multiplied by the dollar amount of the ten percent (10%) reduction in the Participant's Regular, Disability or Early Retirement Pension. The resulting amount shall be the amount of the lump sum which shall be payable under this Option as of his Effective Date.

The monthly benefit reduced by ten percent (10%) is then payable for the Participant's lifetime.

Section 5.09. Single Option.

None of the Optional Pension forms (Sections 5.06, 5.07 and 5.08) apply if the Husband and Wife Pension is in effect. If the Husband and Wife Pensions is not in effect, a Participant may elect only one (1) of the Optional Pension forms provided by the preceding Sections of this Article.

**ARTICLE VI- APPLICATIONS, BENEFIT PAYMENTS,
AND RETIREMENT**

Section 6.01. Applications.

A pension must be applied for in writing and filed with the Trustees in advance of its Effective Date. Except as provided in Section 6.06, a pension shall first be payable for the month after the month in which the application is filed, unless the Trustees find that failure to make timely application was due to extenuating circumstances. The date an application is filed is the date it is received in the Fund Office.

Section 6.02. Information And Proof.

Every Participant or Pensioner shall furnish, at the request of the Trustees, any information or proof reasonably required to determine his benefit rights. If the claimant makes a willfully false statement material on his application or furnishes fraudulent information or proof material to his claim, benefits not vested under this Plan (as defined in Section 6.10) may be denied, suspended or discontinued. The Trustees shall have the right to recover any benefit payments made in reliance on any willfully false or fraudulent statement, information or proof submitted by a Participant or Pensioner.

Section 6.03. Action Of Trustees.

The Trustees shall, subject to the requirements of the law, be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan, and decisions of the Trustees shall be final and binding on all parties. Benefits under this Plan will be paid only if the Trustees decide in their discretion that the applicant is entitled to them. The Trustees have the discretion to construe the terms of the Plan, Trust and any other document under which the Plan is governed and have the discretion to interpret any alleged or actual ambiguities (if such are found to exist) in the Plan.

Wherever in the Plan the Trustees are given discretionary powers, the Trustees shall exercise such powers in a uniform and non-discriminatory manner.

All questions or controversies of whatsoever character arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, as to the construction of the language of this Plan or any rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Plan or otherwise, shall be submitted to the Board of Trustees for decision. In the event a claim for benefits has been denied, no lawsuit or other action against the Fund or its Trustees may be filed until the matter has been submitted for review under the ERISA-mandated review procedures set forth in Sections 6.04 – 6.05. The decision on review shall be binding upon all persons dealing with the Plan or claiming any benefit hereunder, except to the extent that such decision may be determined to be arbitrary or capricious by a court or arbitrator having jurisdiction over such matter.

Section 6.04. Notification of Non-Approval of Application. .

The following rules shall apply in the event a claim for benefits is not approved:

- A. If a claim is wholly or partially denied, the Plan Administrator shall notify the claimant, in accordance with subsection (C) of this Section, of the Plan's denial within a reasonable period of time, but not later than ninety (90) days after receipt of the claim by the Plan, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period. In no event shall such extension exceed a period of ninety (90) days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time

and the date by which the Plan expects to render the benefit determination.

- B. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed in accordance with the procedures of the Plan, without regard to whether all the information necessary to make a benefit determination accompanies the filing.
- C. The Plan Administrator shall provide a claimant with written or electronic notification of any denial. Any electronic notification shall comply with the standards imposed by law. The notification shall set forth, in a manner calculated to be understood by the claimant:
 - 1. The specific reason or reasons for the denial;
 - 2. Reference to the specific Plan provisions on which the denial is based;
 - 3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
 - 4. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following a denial on review.

Section 6.05. Claims Appeal Procedure.

The following rules shall apply to appeals of Denials of benefits:

- A. The claimant shall have sixty (60) days following receipt of a notification of a denial within which to appeal the denial.
- B. The claimant shall have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits.
- C. The claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.
- D. The review on appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

- E. The Board shall be empowered to hold a hearing at which such applicant shall be entitled to present the basis of his/her claims for review and at which he/she may be represented by Counsel.
- F. The Trustees shall make a benefit determination no later than the date of the meeting of the Trustees that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within thirty (30) days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a benefit determination shall be rendered not later than the third meeting of the Trustees following the Plan's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Plan Administrator shall provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Plan Administrator shall notify the claimant, in accordance with subsection (H) of this Section, of the benefit determination as soon as possible, but not later than five (5) days after the benefit determination is made.
- G. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is filed in accordance with the procedures of a Plan, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as permitted pursuant to subsection (F) of this Section due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be deemed denied.
- H. In the case of a denial on review, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information described in subsections (I)(3), (4) or (5) of this Section as is appropriate.
- I. The Plan Administrator shall provide a claimant with written or electronic notification of a Plan's benefit determination on review. Any electronic notification shall comply with the standards imposed by law. In the case of a denial, the notification shall set forth, in a manner calculated to be understood by the claimant:

1. The specific reason or reasons for the denial;
 2. Reference to the specific Plan provisions on which the benefit determination is based;
 3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
 4. A statement of the claimant's right to bring an action under Section 502(a) of ERISA.
- J. If the event that a Participant, Beneficiary or any other person claiming an interest in the Plan files suit under state or federal law, then proper venue shall be in the U.S. District Court of Illinois, Central District.

Section 6.06. Benefit Payments Generally.

The following rules govern the payment of benefits generally:

- A. A Participant who is eligible to receive benefits under this Plan and who makes application in accordance with the rules of the Pension Plan shall be entitled upon the Effective Date to receive benefits, subject to the provisions of this Plan.
- B. Pension benefits shall be payable commencing with the Effective Date. A monthly pension shall last be payable for the month in which the death of the Pensioner occurs except as provided in accordance with a survivor's benefit or any other provision of this Plan providing for payments after the death of the Pensioner.
- C. Payment of benefits may begin sooner, but, shall not be delayed to a date later than sixty (60) days after the last of the following dates, unless requested by the Participant:
 1. The end of the Plan Credit Year in which the Participant attained Normal Retirement Age;
 2. The end of the Plan Credit Year in which the Participant retired as that term is defined in Section 6.07; or
 3. The date the Participant filed a claim for benefits; or
 4. The date the Trustees were first able to ascertain entitlement to, or the amount of, the pension.

In any event, the Trustees need not make payment before they are first able to ascertain entitlement to, or the amount of the pension.

- D. If the Effective Date is after the Participant's Normal Retirement Age, the monthly benefit will be the accrued benefit at Normal Retirement Age, actuarially increased for each complete calendar month between Normal Retirement Age and the Effective Date, for which benefits were not suspended pursuant to the provisions of this Plan, and then converted as of the Effective Date to the benefit payment form elected in the pension application or to the automatic form of Husband and Wife Pension if no other form is selected.
 - 1. If a Participant first becomes entitled to additional benefits after normal Retirement Age, whether through additional Service or because of a benefit increase, the actuarial increase in those benefits will start from the date they would first have been paid rather than Normal Retirement Age.
 - 2. The actuarial increase will be one percent (1%) per month for the first sixty (60) months after Normal Retirement Age and one and one-half percent (1.5%) per month for each month thereafter.
- E. Any additional benefits earned by a Participant in Covered Employment after the Annuity Starting Date will be determined at the end of each Plan Credit Year and will be payable as of September 1 following the end of the Plan Credit Year in which it was accrued.
- F. In the event the Plan overpays a benefit by mistake or otherwise, the Plan reserves the right to set off any future benefits that may be due to the Participant or survivor or Beneficiaries, including the right to assert a claim against the Participant's estate.

Section 6.07. Retirement.

To be considered retired, a Participant must not be engaged in Disqualifying Employment, as defined in subsection 6.08(A) and 6.08(B).

Section 6.08. Suspension Of Benefits.

The following rules govern the suspension of benefits:

- A. Before Normal Retirement Age.
 - The following rules govern the suspension of benefits before Normal Retirement Age:

1. The monthly benefit shall be suspended for any month in which the Participant is employed in Disqualifying Employment before he has attained Normal Retirement Age. "Disqualifying Employment" for the period before Normal Retirement Age is any form of employment as a building trades craftsman or employment or self-employment in any form of business as any Employer, in the geographic area covered by the Plan when the Participant's pension began.
2. If the Participant has failed to notify the Trustees of employment that may be the basis for suspension of benefits under subparagraph (1), in accordance with the notification requirements of subsection (D), or has willfully misrepresented to the Trustees with respect to Disqualifying Employment, the monthly benefit shall be suspended for an additional period of up to twelve (12) months.

The provisions of this Subparagraph (2) shall not, however, result in the suspension of the benefit for any month after the Participant has attained Normal Retirement Age.

B. After Normal Retirement Age.

The following rules govern the suspension of benefits after Normal Retirement Age:

1. The monthly benefit shall be suspended for any month in which the Participant is employed in Disqualifying Employment after he has attained Normal Retirement Age. "Disqualifying Employment" for the period after Normal Retirement Age means employment or self-employment of forty (40) or more hours per month that is:
 - a. In an industry covered by the Plan when the Participant's pension payments began,
 - b. In the geographic area covered by the Plan when the Participant's pension began, and
 - c. In any occupation in which the Participant worked under the Plan at any time or any occupation covered by the Plan at the time the Participant's pension payments began. Employment of fewer than forty (40) hours per month shall not be considered Disqualifying Employment. However, if a Participant worked in Covered Employment only in a skilled trade or craft, that is, as an Electrical Worker, employment or self-employment shall be Disqualifying only if it is work

that involves the skill or skills of that trade or craft directly or, as in the case of supervisory work, indirectly. In any event, work for which contributions are required to be made to the Plan shall be Disqualifying.

2. The term "industry covered by the Plan", means any industry in which employees covered by the Plan were employed when the Participant's pension began or, but for suspension under this Article, would have begun.
 3. The geographic area covered by the Plan is the state of Illinois and Iowa and the remainder of any Standard Metropolitan Statistical Area which falls within Illinois and/or Iowa and any other area covered by the Plan when the Participant's pension began or, but for suspension under this Article, would have begun.
 4. If a retired Participant re-enters Disqualifying Employment to an extent sufficient to cause a suspension of benefits, and his pension payments are subsequently resumed, the industry and area covered by the Plan "when the Participant's pension began" shall be the industry and area covered by the Plan when his pension was resumed.
 5. Paid non-work time shall be counted toward the measure of forty (40) hours if paid for vacation, holiday, illness or other capacity, layoff, jury duty, or other leave of absence. However, time compensated under a workers' compensation or temporary disability benefits law shall not be so counted.
 6. Notwithstanding any other provision of this Section, as of the Participant's Required Beginning Date, no Employment will be considered Disqualifying Employment with respect to such Participant.
- C. Definition Of Suspension.
"Suspension of benefits" for a month means non-entitlement to benefits for the month. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recoverable through deductions from future pension payments, pursuant to all the applicable provisions of this Section.
- D. Notices.
The following rules govern the required notices concerning suspension of benefits:

1. Upon commencement of pension payments, the Trustees shall notify the Pensioner of the Plan rules governing suspension of benefits, including identity of the industries and area covered by the Plan. If benefits have been suspended and payment resumed new notification shall, upon resumption, be given to the Participant, if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.
2. A Pensioner shall notify the Plan in writing within fifteen (15) days after starting any work of a type that is or may be Disqualifying under the provisions of the Plan and without regard to the number of hours of such work (that is, whether or not less than forty (40) hours in a month). If a Pensioner has worked in Disqualifying Employment in any month and has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he worked for at least forty (40) hours in such month and any subsequent month before the Participant gave notice that he has ceased Disqualifying Employment.

The Participant shall have the right to overcome such presumption by establishing to the satisfaction of the Trustees that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits.

If a Pensioner has worked in Disqualifying Employment for any number of hours for a contractor at a building or construction site and he has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he has engaged in such work for as long as the contractor has been and remains actively engaged at that site. The Participant shall have the right to overcome such presumption by establishing to the satisfaction of the Trustees that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits.

The Trustees shall inform all retirees at least once every twelve (12) months of the re-employment notification requirements and the presumptions set forth in this Paragraph.

3. A Pensioner whose benefit has been suspended shall notify the Plan when Disqualifying Employment has ended. The Trustees shall have the right to hold back benefit payments until such notice is filed with the Plan.

4. A Participant may ask the Trustees whether a particular employment will be Disqualifying. The Trustees shall provide the Participant with their determination.
 5. The Plan shall inform a Participant of any suspension of his benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld.
- E. Review of Suspension of Benefits.
The following rules govern a Participant's right of review of a suspension of his benefits:

A Participant shall be entitled to a review of a determination suspending his benefits by written request filed with the Trustees within ninety (90) days of the notice of suspension.

The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be Disqualifying.

- F. Resumption Of Benefit Payments.
The following rules govern the resumption of benefit payments once benefits are no longer suspended:

1. Benefits shall be resumed for the months after the last month for which benefits were suspended, with payments beginning no later than the third month after the last calendar month for which the Participant's benefit was suspended, provided the Participant has complied with the notification requirements of Paragraphs (D)(2) and (3) of this Section and that the provisions of Paragraphs (A)(2) and (F)(2) of this Section do not apply.
2. Overpayment attributable to payments made for any month or months for which the Participant had Disqualifying employment shall be deducted from benefit payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after the Participant attained Normal Retirement Age shall not exceed twenty-five percent (25%) of the pension amount (before deduction), except that the Plan may withhold up to one hundred percent (100%) of the first benefit payment made upon resumption after a suspension. If a Pensioner dies before recovery of overpayment has been completed, deductions shall be made from the benefits payable to his Beneficiary or Spouse receiving a pension subject to the twenty-five percent (25%) limitation on the rate of deduction.

Section 6.09. Benefit Payments Following Suspension.

The following rules govern the payment of benefits following suspension:

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

A benefit which was first payable before Normal Retirement Age will be recalculated upon resumption of the pension if the benefit was suspended for at least three (3) consecutive months, regardless of whether the Pensioner earns additional Pension Credit.

- B. If a Pensioner who retired on a pension payable before his Normal Retirement Age (except a Disability Pension) returns to Work in Disqualifying employment, he shall, upon resumption of his pension have his benefit amount, as determined in accordance with subsection A., reduced by the actuarial equivalent of his previous pension payments.

For purpose of this subsection, the actuarial equivalent shall be determined by dividing the amount of a Pensioner's previous pension payments made before Normal Retirement Age by the factor appropriate to his age upon his subsequent retirement, as shown in Table 3.

If the monthly benefit resulting from the deduction of the actuarial equivalence of payments received prior to Normal Retirement Age is less than the previous pension amount received before Normal Retirement Age, the amount payable upon resumption of the pension shall be set equal to the previous pension amount payable before Normal Retirement Age. Overpayment shall be recovered in accordance with subsection 6.08(F)(2).

Section 6.10. Vested Status Or Non-Forfeitureability.

The following rules govern "vesting" under the Plan:

- A. The Employee Retirement Income Security Act ("ERISA") requires that certain of the benefits under this Plan be vested (in the term used in the Act, "non-forfeitable").
- B. Vested Status is earned as follows:
 - 1. Prior to September 1, 1997, a Participant's right to his normal retirement benefit (Regular Pension) shall be non-forfeitable upon the later of: (1) the date he attains Normal

Retirement Age, or (2) the date he completes ten (10) Years of Vesting Service, except to the extent that benefits are canceled pursuant to Section 7.04 because the Employer has ceased to contribute to the Plan with respect to the employment unit in which the Participant was employed.

After September 1, 1997, a Participant's right to his normal retirement benefit (Regular Pension) shall be non-forfeitable upon the later of: (1) the date he attains Normal Retirement Age, or (2) the date he completes five (5) Years of Vesting Service, provided he is a Participant on or after September 1, 1997, or for a former Participant he has reinstated his participation on or after September 1, 1997, pursuant to Article II of the Plan, except to the extent that benefits are canceled pursuant to Section 7.04 because the Employer has ceased to contribute to the Plan with respect to the employment unit in which the Participant was employed.

2. Prior to September 1, 1997, a Participant acquires Vested Status after completion of ten (10) Years of Vesting Service (except of course for Years of Vesting Service that are not taken into account because of a Break in Service). A Participant who performs work in Non-Bargained Employment acquires vested status in accordance with Section 9.04(A). After September 1, 1997, a Participant acquires Vested Status after completion of five (5) Years of Vesting Service (except of course for Years of Vesting Service that are not taken into account because of a Break in Service). A Participant who performs work in Non-Bargained Employment acquires vested status in accordance with Section 9.04(A).
- C. ERISA also provides certain limitations on any Plan amendment that may change the Plan's vesting schedule. In accordance with those legal limitations, no amendment to this Plan may take away a Participant's Vested Status if he has already earned it at the time of the amendment. Also, an amendment may not change the schedule on the basis of which a Participant acquires Vested Status, unless each Participant who has credit for at least three (3) Years of Vesting Service at the time the amendment is adopted or effective (whichever is later) is given the option of achieving Vested Status on the basis of the pre-amendment schedule. That option may be exercised within sixty (60) days after the latest of the following dates:

1. When the amendment was adopted,
 2. When the amendment became effective, or
 3. When the Participant was given written notice of the amendment.
- D. For purposes of applying the provisions of this Section and for determining when a Participant has acquired non-forfeitable rights, as defined under the law, the vesting schedule of this Plan consists of one hundred percent (100%) non-forfeitable for a Participant who has completed at least ten (10) or five (5) Years of Vesting Service, as applicable under Section 6.10. While this Plan provides Deferred, Early Retirement, and Disability Pensions on the basis of requirements that may be met by some Participants who have not completed ten (10) or five (5) Years of Vesting Service, as applicable under Section 6.10, such eligibility rules represent provisions of the Plan above and beyond its vesting schedule.

Section 6.11. Non-Duplication With Disability Benefits.

No pension benefits shall be payable for any month for which the Participant or Pensioner receives wage indemnification for disability from the NECA Local No. 145 IBEW Welfare Plan, an Employer, or an Employer-financed disability plan. This provision shall, however, not have the effect of reducing the value of the Participant's pension for payment at his Normal Retirement Age and to the extent necessary to avoid such reduction, the monthly amount of the pension shall be adjusted so as not to deprive the Pensioner of the value of his benefit as payable from his Normal Retirement Age.

Section 6.12. Incompetence Or Incapacity Of A Pensioner Or Beneficiary.

In the event it is determined to the satisfaction of the Trustees that a Pensioner or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due may be applied, in the discretion of the Trustees, to the maintenance and support of such Pensioner or Beneficiary or to such person as the Trustees in their sole discretion find to be an object of the natural bounty of the Pensioner or Beneficiary in the manner decided by the Trustees, unless, prior to such payment, claim shall have been made for such payment by a legally appointed guardian, committee, or other legal representative appropriate to receive such payments on behalf of the Pensioner or Beneficiary.

Section 6.13. Non-Assignment Of Benefits.

The following rules govern the non-assignment of benefits:

- A. No Participant, Pensioner or Beneficiary entitled to any benefits under the Pension Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or

impair in any manner his legal or beneficial interest, or any interest in assets of the Pension Fund, or benefits of this Pension Plan. Neither the Pension Fund nor any of the assets thereof, shall be liable for the debts of any Participant, Pensioner or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court action or proceeding.

- B. Notwithstanding subsection A. or any other provision of the Plan, benefits shall be paid in accordance with a Qualified Domestic Relations Order as defined in Section 206(d)(3) of the ERISA, and with written procedures adopted by the Trustees in connection with such Orders, which shall be binding on all Participants, Beneficiaries and other parties. In no event shall the existence or enforcement of a Qualified Domestic Relations Order cause the Fund to pay benefits with respect to a Participant in excess of the Actuarial Present Value of the Participant's benefits without regard to the Order, and benefits otherwise payable under the Plan shall be reduced by the Actuarial Present Value of any payment ordered to be made under a Qualified Domestic Relations Order.

Section 6.14. No Right To Assets.

No person other than the Trustees of the Pension Fund shall have any right, title or interest in any of the income, or property of any funds received or held by or for the account of the Pension Fund, and no person shall have any right to benefits provided by the Pension Plan except as expressly provided herein.

Section 6.15. Maximum Limitation.

The Maximum Benefit Limitation and Small Benefit Exception provided by Code Section 415 are incorporated herein by reference and made part of this document. The Trustees shall adjust the compensation limit under Code Section 415(b)(1)(B) and the age adjusted dollar limit under Code Section 415(b)(1)(A) as permitted under IRS Regulation 1.415-5.

For the purposes of this Section, "Compensation" is defined as: wages within the meaning of Code Section 3401(a) (for purposes of income tax withholding at the source) but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)).

For purposes of applying the limitations of Section 415 of the Internal Revenue Code, compensation paid or made available during such limitation year shall include any elective deferral (as defined in IRC 401(g)(3)), and any amount which is contributed or deferred by

the Employer at the election of the Employee and which can be not be included in the gross income of the Employee by reason of IRC sections 125 or 457.

For purposes of applying the limitations of IRC 415, Section 11.12 of the Plan shall be amended so that compensation paid or made available during the limitation year shall include any amounts that are not includible in the gross income of the Employee by reason of IRC 132(f)(4).

Section 6.16. Waiver Of Benefits.

Any Pensioner or Beneficiary who is eligible for or who is receiving any other pension benefit, the receipt of which is dependent upon his not exceeding certain income limits, may, if he elects, by signing and acknowledging a written waiver and delivering the same to the Trustees, waive all or any part of his pension benefits under this Plan, provided, however, that such waiver may not be withdrawn except upon thirty (30) days written notice by registered or certified mail to the Trustees. After having executed such waiver, the Pensioner shall at no time be entitled to make claim for the benefits which have been waived and withdrawal of such waiver shall not be effective until thirty (30) days after the receipt thereof by the Trustees.

Section 6.17. Notification Of Continued Existence.

Each Pensioner receiving monthly pension benefits hereunder or disabled Employee shall submit from time to time, on request of the Trustees, a sworn statement of his existence including a statement that he has obtained no employment in any capacity in the industry. If such statement is not submitted within sixty (60) days after a request is mailed to the last address of the Pensioner or disabled Employee appearing on the records of the Trustees, all future Pension benefits will be suspended until such statement is submitted and approved by the Trustees.

Section 6.18. Benefits To Survivors.

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

Section 6.19. Mergers.

In the case of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant shall (if the plan then terminated) receive a benefit immediately after the merger, Consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the

merger, Consolidation, or transfer (if this Plan had then terminated). This Section shall apply only to the extent determined by the Pension Benefit Guaranty Corporation.

ARTICLE VII - MISCELLANEOUS

Section 7.01. Non-Reversion.

It is expressly understood that in no event shall any of the corpus or assets of the Pension Fund revert to the Employers or be subject to any claims of any kind or nature by the Employers, except for the return of an erroneous contribution within the time limits prescribed by law.

Section 7.02. Limitation Of Liability.

The Pension Plan has been established on the basis of an actuarial calculation which has established, to the extent possible, that contributions will, if continued, be sufficient to maintain the Plan on a permanent basis fulfilling the funding requirements of ERISA. Except for liabilities which may result from provisions of ERISA, nothing in this Plan shall be construed to impose any obligation to contribute beyond the obligation of the Employer to make contributions as stipulated in its collective bargaining agreement with the Union.

There shall be no liability upon the Trustees individually or collectively, or upon the Union or Association to provide benefits established by this Pension Plan if the Pension Fund does not have assets to make such payments.

Section 7.03. New Employers.

If an Employer is sold, merged or otherwise undergoes a change of company identity, the successor company shall participate as to the Employees theretofore covered in the Pension Plan just as if it were the original company, provided it remains a Contributing Employer as defined in Section 1.06. No new Employer may be admitted to participation in the Pension Fund and this Pension Plan except upon approval by the Trustees. The participation of any such new Employer shall be subject to such terms and condition as the Trustees may lawfully prescribe including, but not limited to, the imposition of waiting periods in connection with the commencement of benefits, a requirement for retroactive contributions, or the application of modified benefit conditions and amounts. In adopting applicable terms or conditions, the Trustees shall take into account such requirements as they shall deem necessary to preserve the actuarial soundness of the Pension Fund and to preserve an equitable relationship with the contributions required from other participating Employers and the benefits provided to their Employees. The Trustees shall also require any new Employers to provide the legal

name of the company, the state of incorporation, state of partnership, state of LLC, all as applicable, the name and address of the company's agent for service, the name of the company president or managing member, the general partner, the name, address, phone, and email of the individual primarily responsible for preparing benefit and contribution reports and the principal place of business of the company.

Section 7.04. Terminated Employer.

If an Employer's participation in the Fund with respect to a bargaining unit terminates, the Trustees are empowered to cancel any obligation of the Trust Fund that is maintained under the Trust Agreement with respect to that part of any pension for which a person was made eligible on the basis of employment in such bargaining unit prior to the Contribution Period with respect to that unit provided that an actuarial study shows the termination significantly affects costs. Neither the Trustees, the Employers who remain as Contributing Employers, nor the Union shall be obliged to make such payments.

Section 7.05. Termination Of The Plan.

The following rules govern termination of the Plan:

A. Right To Terminate.

The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. The rights of all affected Participants to benefits accrued to the date of the termination, partial termination, or discontinuance to the extent funded as of such date shall be non-forfeitable.

B. Priorities Of Allocation.

In the event of termination, the assets then remaining in the Plan, after providing for any administrative expenses, shall be allocated among the Pensioners, Beneficiaries, and Participants in the following order:

1. First, in the case of benefits payable as a pension:
 - a. in the case of the pension of a Participant or Beneficiary which was in pay status as of the beginning of the three (3) year period ending on the termination date of the Plan, to each such pension, based on the provisions of the Plan (as in effect during the five (5) year period ending on such date) under which such pension would be the least. The lowest pension in pay status during the three (3) year period shall be considered the pension in pay status for such period.

- b. in the case of a pension of a Participant or Beneficiary which would have been in pay status as of the beginning of such three (3) year period if the Participant had retired prior to the beginning of the three (3) year period if his pension had commenced (in the standard form) as of the beginning of such period, to each such pension based on the provisions of the Plan (as in effect during the five (5) year period ending on such date) under which the pension would be the least.
 2. Second, to all other benefits (if any) of the individuals under the Plan guaranteed under Title IV of ERISA.
 3. Third, to all other vested benefits under this Plan.
 4. Fourth, to all other benefits under this Plan.
- C. Allocation Procedure.

For purposes of subsection B. hereof:

1. The amount allocated under any paragraph of subsection B. with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior paragraph of that subsection.
2. If the assets available for allocation under any paragraph of subsection B. (other than paragraphs 2. and 3. are insufficient to satisfy in full the benefits of all individuals which are described in that paragraph, the assets shall be allocated pro-rata among such individuals on the basis of the present value (as of the termination date) of their respective benefits described in that paragraph.
3. This paragraph applies if the assets available for allocation under subsection B.2. are not sufficient to satisfy in full the benefits of individuals described in that paragraph.
 - a. If this paragraph applies, except as provided in subparagraph b., below, the assets shall be allocated to the benefits of individuals described in subsection B.2. on the basis of the benefits of individuals which would have been described in such subsection B.2. under the Plan as in effect at the beginning of the five (5) year period ending on the date of Plan termination.
 - b. If the assets available for allocation under subparagraph a., above, are sufficient to satisfy in full the benefits described in such paragraph (without regard to this

subparagraph), then for purposes of subparagraph a., benefits of individuals described in such paragraph shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such five (5) year period under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in subparagraph a. and any assets remaining to be allocated under subparagraph a. on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

Section 7.06. Applicability of Plan.

This restated Plan shall apply to any Participant who is credited with an Hour of Service on or after September 1, 2007; otherwise, the Plan in effect at the time the Participant last earned an Hour of Service shall apply.

ARTICLE VIII - TOP HEAVY PROVISIONS

Section 8.01. Definitions.

For purposes of this Article, the following words and phrases shall have the meaning stated below unless a different meaning is clearly required by the context:

- A. Key Employee.
"Key Employee" means an employee or former employee (and the beneficiaries of such employee) meeting the definition of "key employee" contained in Section 416(i)(1) of the Internal Revenue Code and Section 1.416-1 of the Treasury Regulations.
- B. Non-Key Employee.
"Non-Key Employee" means any Employee who is not a Key Employee.
- C. Annual Compensation Limitation.
 - 1. For Plan Years beginning on or after September 1, 1989 and before September 1, 1994, the amount of the Participant's Annual Compensation that may be taken into account for any Plan purpose shall not exceed Two Hundred Thousand Dollars (\$200,000), as that amount may be adjusted from time to time by the Secretary of the Treasury under Section 401(a)(17) of the Internal Revenue Code.

For Plan Years beginning on or after September 1, 1994, the amount of a Participant's Annual Compensation that may be taken into account for any Plan purpose shall not exceed One

Hundred Fifty Thousand (\$150,000), as that amount may be adjusted from time to time by the Secretary of the Treasury under Section 401(a)(17) of the Internal Revenue Code.

- D. Determination Date.
"Determination Date" means, with respect to any Plan Credit Year, the last day of the preceding Plan Credit Year, or in the case of the first Plan Credit Year of any Plan, the last day of such Plan Credit Year.

Section 8.02. Top Heavy Plan Requirements.

For any Top Heavy Plan Credit Year, the Plan shall provide the following:

- A. Special vesting requirements of Section 416(b) of the Internal Revenue Code pursuant to Section 8.04.
- B. Special minimum benefit requirements of Section 416(c) of the Internal Revenue Code pursuant to Section 8.05.

Section 8.03. Determination Of Top Heavy Status.

The following rules govern the determination of top heavy status:

- A. This Plan shall be a Top Heavy Plan for any Plan Credit Year in which, as of the Determination Date:
 - 1. The present value of accrued benefits of Key Employees and
 - 2. The sum of the aggregate accounts of Key Employees under this Plan and all plans of an Aggregation Group exceeds sixty percent (60%) of the present value of accrued benefits and the aggregate accounts of all Key Employees and Non-Key Employees under this Plan and all plans of an Aggregation Group.

If any Participant is a Non-Key Employee for a Plan Credit Year, but such Participant was a Key Employee for any prior Plan Credit Year, such Participant's present value of accrued benefits and/or aggregate account balance shall not be taken into account for purposes of determining whether this Plan is a Top Heavy or Super Top Heavy Plan (or whether any Aggregation Group which includes this Plan is a Top Heavy Group). In addition, if a Participant or former Participant has not received any Annual Compensation from any Employer maintaining the Plan (other than benefits under the Plan) at any time during the five (5) year period ending on the Determination Date, the aggregate account and/or present value of accrued benefit for such

Participant or former Participant shall not be taken into account for the purposes of determining whether this Plan is a Top Heavy Plan or Super Top Heavy Plan.

- B. This Plan shall be a "Super Top Heavy Plan" for any Plan Credit Year in which, as of the Determination Date:
 - 1. The present value of accrued benefits of Key Employees and
 - 2. The sum of the aggregate accounts of Key Employees under this Plan and all plans of an Aggregation Group exceeds ninety percent (90%) of the present value of accrued benefits and the aggregate accounts of all Key Employees and Non-Key Employees under this Plan and all plans of an Aggregation Group.
- C. A Participant's aggregate account as of the Determination Date shall be determined under applicable provisions of the defined contribution plan used in determining Top Heavy Plan status.
- D. "Aggregation Group" means either a Required Aggregation Group or a Permissive Aggregation Group as hereinafter determined.
 - 1. In determining a Required Aggregation Group hereunder, each plan of an Employer in which a Key Employee is a Participant, and each other plan of an Employer which enables any plan in which a Key Employee participates to meet the requirements of Sections 401(a)(4) and 410 of the Internal Revenue Code, will be required to be aggregated. Such group shall be known as a "Required Aggregation Group."

In the case of a Required Aggregation Group, each plan in the group will be considered a Top Heavy Plan if the Required Aggregation Group is a Top Heavy Group. No plan in the Required Aggregation Group is a Top Heavy Group if the Required Aggregation Group is not a Top Heavy Group.

- 2. An Employer may also include any other plan not required to be included in the Required Aggregation Group, provided the resulting group, taken as a whole, would continue to satisfy the provisions of Section 401(a)(4) and 410 of the Internal Revenue Code. Such group shall be known as a "Permissive Aggregation Group."

In the case of a Permissive Aggregation Group, only a plan that is part of the Required Aggregation Group will be considered a Top Heavy Plan if the Permissive Aggregation Group is a Top Heavy Group. No plan in the Permissive Aggregation Group will be considered a Top Heavy Plan if the Permissive Aggregation Group is not a Top Heavy Group.

3. Only those plans of an Employer in which the Determination Dates fall within the same calendar year shall be aggregated in order to determine whether such plans are Top Heavy Plans.
- E. In the case of a defined benefit plan, a Participant's present value of accrued benefits shall be determined:
1. As of the most recent actuarial valuation date which is the most recent valuation date within a twelve (12) month period ending on the Determination Date,
 2. For the first Plan Credit Year, as if:
 - a. The Participant terminated Service as of the Determination Date; or
 - b. The Participant terminated Service as of the actuarial valuation date, but taking into account the estimated present value of accrued benefits as of the Determination Date.
 3. For any other Plan Credit Year, as if the Participant terminated Service as of the actuarial valuation date,
 4. The actuarial valuation date must be the same date used for computing the defined benefit plan minimum funding costs, regardless of whether a valuation is performed in the Plan Credit Year.
- F. The calculation of a Participant's present value of accrued benefit as of a Determination Date shall be the sum of the following:
1. The present value of accrued benefit using actuarial assumptions stated in the most recent actuarial valuation;
 2. Any Plan distributions made within the Plan Credit Year that includes the Determination Date or within four preceding Plan Credit Years. However, in the case of distributions made after the valuation date and prior to the

Determination Date, such distributions are not included as distributions for Top Heavy purposes to the extent that such distributions are already included in the Participant's present value of accrued benefit as of the valuation date.

Notwithstanding anything herein to the contrary, all distributions, including distributions made prior to January 1, 1984, and distributions under a terminated plan which if it had not been terminated would have been required to be included in an Aggregation Group, will be counted;

3. Any Employee contributions, whether voluntary or mandatory. However, amounts attributable to tax deductible Qualified Voluntary Employee Contributions shall not be considered to be a part of the Participant's present value of accrued benefits;
 4. With respect to unrelated rollovers and plan-to-plan transfers (ones which are both initiated by the Employee and made from a plan maintained by one Employer to a plan maintained by another Employer), if this Plan provides for rollovers or plan-to-plan transfers, it shall always consider such rollover or plan-to-plan as a distribution for purposes of this section. If this Plan is the plan accepting such rollovers or plan-to-plan transfers, it shall not consider such rollovers or plan-to-plan transfers accepted after December 31, 1983, as part of the Participant's present value of accrued benefits. However, rollovers or plan-to-plan transfers accepted prior to January 1, 1984, shall be considered as part of the Participant's present value of accrued benefits; and
 5. With respect to related rollovers and plan-to-plan transfers (ones either not initiated by the Employee or made to a plan maintained by the same Employer), if this Plan provides the rollover or plan-to-plan transfer, it shall not be counted as a distribution for purposes of this section. If this Plan is the plan accepting such rollover or plan-to-plan transfer, it shall consider such rollover or plan-to-plan transfer as part of the Participant's present value of accrued benefits, irrespective of the date on which such rollover or plan-to-plan transfer is accepted.
- G. "Top Heavy Group" means an Aggregation Group in which, as of the Determination Date, the sum of:
1. The present value of accrued benefits of Key Employees under all defined benefit plans included in the group, and

2. The aggregate accounts of Key Employees under all defined contribution plans included in the group exceeds sixty percent (60%) of a similar sum determined for all Participants.
- H. Notwithstanding anything herein to the contrary, the effective date otherwise provided for herein for the application of Section 416 of the Internal Revenue Code to this Plan shall be extended in accordance with any federal law or regulatory authority.

Section 8.04. Top Heavy Vesting.

The following rules govern the determination of top heavy vesting:

- A. Notwithstanding the determination of Vested Status in accordance with Section 6.10 of the Plan, for any Top Heavy Plan Credit Year, the vested portion of any Participant's accrued benefit shall be determined on the basis of the Participant's number of Years of Vesting Service according to the following schedule:

<u>Vesting Schedule</u>	
<u>Years of Vesting Service</u>	<u>Percentage</u>
less than 3	0 %
3 or more	100%

- B. If, in any subsequent Plan Credit Year, the Plan ceases to be a Top Heavy Plan, the Trustees may elect to:
1. Continue to apply this vesting schedule in determining the vested portion of any Participant's accrued benefit, or
 2. Revert to the vesting schedule in effect before this Plan became a Top Heavy Plan pursuant to Section 411(a)(10) of the Internal Revenue Code. The non-forfeitable percentage of the accrued benefit before the Plan ceased being Top Heavy, therefore must not be reduced and any Participant with three (3) or more years of vesting Service must be given the option of remaining under the Top Heavy vesting schedule. Any such reversion shall be treated as a Plan amendment.
- C. The Top Heavy vesting schedule does not apply to the accrued benefit of any Employee who does not have one (1) Hour of Service after the Plan has initially become a Top Heavy Plan and such Employee's accrued benefit attributable to Employer contributions will be determined without regard to this Article.

Section 8.05. Top Heavy Benefit Requirements.

The following rules govern the top heavy benefit requirements:

- A. The minimum accrued benefit derived from Employer contributions to be provided under the section for each Non-Key Employee who is a Participant shall equal the product of:
 - 1. One-twelfth (1/12) of Annual Compensation averaged over the five (5) consecutive "limitation years" (or actual number of "limitation years" if less) which produces the highest average, and
 - 2. The lesser of
 - a. Two percent (2%) multiplied by Years of Vesting Service, or
 - b. Twenty percent (20%).
- B. For purposes of providing the minimum benefit under Section 416 of the Internal Revenue Code, a Non-Key Employee who is not a Participant solely because:
 - 1. His Annual Compensation is below a stated amount, or
 - 2. He declined to make mandatory contributions to the Plan will be considered to be a Participant.
- C. For purposes of this Section, Years of Vesting Service for any Plan Credit Year ending prior to January 1, 1984; or for any Plan Credit Year during which the Plan was not a Top Heavy Plan shall be disregarded.
- D. For purposes of this Section, Annual Compensation for any "limitation year" ending prior to January 1, 1984, or subsequent to the last "limitation year" during which the Plan is a Top Heavy Plan shall be disregarded. The term "limitation year" means the Plan Credit Year.
- E. For purposes of this section, Annual Compensation shall have the meaning set forth in Section 1.415-2(d) of the Treasury Regulations subject to the following two (2) paragraphs:
 - 1. For Plan Years beginning on or after September 1, 1989 and before September 1, 1994, the amount of the Participant's Annual Compensation that may be taken into account for any Plan purpose shall not exceed Two Hundred Thousand Dollars (\$200,000), as that amount may be adjusted from time to time by the Secretary of the Treasury under Section 401(a)(17) of the Internal Revenue Code.

2. For Plan Years beginning on or after September 1, 1994, the amount of a Participant's Annual Compensation that may be taken into account for any Plan purpose shall not exceed One Hundred Fifty Thousand Dollars (\$150,000), as that amount may be adjusted from time to time by the Secretary of the Treasury under Section 401(a)(17) of the Internal Revenue Code.
- F. If the Plan provides for the normal retirement benefit to be paid in a form other than a single life annuity, the accrued benefit under this Section shall be the Actuarial Equivalent of the minimum accrued benefit under subsection (a) above pursuant to Section 3.20 of the Plan.
 - G. If payment of the minimum accrued benefit commences at a date other than Normal Retirement Age, the minimum accrued benefit shall be adjusted in accordance with Section 6.06 of the Plan.
 - H. If a Non-Key Employee participates in this Plan and a defined contribution plan included in a Required Aggregation Group which is top heavy, the minimum benefits shall be provided under this Plan.
 - I. To the extent required to be non-forfeitable under Section 6.10 of the Plan the minimum accrued benefit under this section may not be forfeited under Sections 411(a)(3)(B) or 411(a)(3)(D) of the Internal Revenue Code.

Section 8.06. Modification of Top Heavy Rules by EGTRRA.

The following rules govern the modification of the top heavy rules by *EGTRRA*:

- A. Effective Date.
This Section shall apply for purposes of determining whether the Plan is a Top-Heavy plan under Section 416(g) of the Code for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Section 416(c) of the Code for such years. This Section amends Sections 8.01 to 8.05 of the Plan.
- B. Determination of top-heavy status.
 1. "Key Employee".
"Key Employee" means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date was an officer of the Employer having Annual Compensation greater than One Hundred Thirty Thousand

Dollars (\$130,000.00) (as adjusted under Section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having Annual Compensation of more than One Hundred Fifty Thousand Dollars (\$150,000.00). For this purpose, "Annual Compensation" means compensation within the meaning of Section 415(c)(3) of the Code. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

2. Determination Of Present Values And Amounts.

This subsection shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of Employees as of the Determination Date.

a. Distributions During Year Ending On The Determination Date.

The present values of accrued benefits and the amounts of account balances of an Employee as of the Determination Date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period."

b. Employees Not Performing Services During Year Ending On The Determination Date.

The Accrued Benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the Determination Date shall not be taken into account.

C. Minimum Benefits.

1. Matching Contributions.

Employer matching contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of Section 416(c)(2) of the Code

and the Plan. The preceding sentence shall apply with respect to matching contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Employer matching contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of Section 401(m) of the Code.

2. Contributions Under Other Plans.

The Employer may provide in the adoption agreement that the minimum benefit requirement shall be met in another plan (including another plan that consists solely of a cash or deferred arrangement which meets the requirements of Section 401(k)(12) of the Code and matching contributions with respect to which the requirements of Section 401(m)(11) of the Code are met).

ARTICLE IX – NON-BARGAINED EMPLOYEES

Section 9.01. Employer.

For purposes of identifying Highly Compensated Employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund for such employees, but not for determining covered service, the term "Employer" includes all members of an affiliated service group with the Employer within the meaning of Section 414(m) of the Internal Revenue Code and all other businesses aggregated with the Employer under Section 414(0) of the Internal Revenue Code.

For this purpose, an "Employer" also includes all corporations, trades or businesses under common control with the Employer within the meaning of Sections 414(b) and (c) of the Internal Revenue Code.

For all other purposes, the term "Employer" shall have the meaning stated at Section 1.06.

Section 9.02. Non-Bargained Employee.

A "Non-Bargained Employee" means a person who is employed by an Employer and who is not covered by a Collective Bargaining Agreement, but is covered by another written agreement requiring Employer contributions on his or her behalf.

Section 9.03. Highly Compensated Employee.

The following rules govern the determination of a highly compensated employee:

- A. The term "Highly Compensated Employee" includes Highly Compensated Active Employees and Highly Compensated Former Employees of an Employer. Whether an individual is a Highly Compensated Employee is determined separately with respect to each Employer, based solely on that individual's compensation form or status with respect to that Employer.
- B. A Highly Compensated Active Employee is an employee of the Employer who performs service for the Employer during the Determination Year and who during the Look-back Year received compensation from the Employer in excess of Eighty Thousand Dollars (\$80,000) (as adjusted under Section 414(q) of the Internal Revenue Code).
- C. If no officer received compensation in the Determination Year or Look-back Year at the level described in subsection (B)(3), above, the officer who received the highest pay in that year shall be treated as a Highly Compensated Employee.
- D. A "Highly Compensated Former Employee" is an employee who separated from service, or was deemed to have separated, before the Determination Year, performs no service for the Employer during the Determination Year, and was a Highly Compensated Employee either for the separation year or for any Determination Year ending on or after the individual reaches age fifty-five (55).
- E. The "Determination Year" is the plan year for which the test is being applied, and the "Look-back Year" is the twelve (12) month period immediately preceding that Plan Year.

Section 9.04. Vesting For Non-Bargained Employee.

The following rules govern the vesting of Non-Bargained Employees:

- A. Non-Bargained Employees.
A Non-Bargained Employee who has at least one (1) Hour of Service after September 1, 1989, will attain Vested Status after accumulating five (5) years of Vesting Service.
- B. Transfer between Bargained and Non-Bargained Status.
If a Participant has worked at different times in employment covered by a Collective Bargaining Agreement ("Bargained Work") and leaves such Bargained Work and continues to work for an Employer in Continuous Employment ("Non-Bargained Work") the following rules shall apply:

1. The maximum credit a Participant may receive for any Plan Credit Year is one Year of Vesting Service. If a Participant works part of a Plan Credit Year in Non-Bargained Work and part of a Plan Credit Year in Bargained Work, the Participant will receive credit for the Plan Credit Year as a Bargained Year if the majority of the Hours of Service were in Bargained Work; and conversely, the Participant will receive credit for that Plan Credit Year as a Non-Bargained Year if the majority of Hours of Service were in Non-Bargained Work; provided, however, if an Employee works one thousand (1,000) hours of Service in Non-Bargained Work in a Plan Credit Year the Employee shall receive credit for that year as a Year of Vesting Service in Non-Bargained Work.
 2. A Participant to whom this subsection B. applies will acquire Vested Status when the Participant's combined Years of Vesting Service attributable to Bargained Work and Non-Bargained Work equal five (5), or if sooner, when the Participant's Years of Vesting Service attributable to Non-Bargained Work equal five (5).
- C. Break in Service.
- Years of Vesting Service that are not taken into account because of a Permanent Break in Service do not count in determining a Participant's Vested Status.

Section 9.05. Nondiscrimination, Coverage, And Participation.

The following rules govern nondiscrimination, coverage and participation::

- A. Participation in the Plan by Non-Bargained Employees shall be in compliance with Section 401(a)(4) (nondiscrimination rules), 410(b) (coverage rules), and 401(a)(26) (minimum participation rules) of the Internal Revenue Code.
- B. A Non-Bargained, Highly Compensated Employee shall not receive any Pension Credit (although vesting credit may be earned) for any Plan Credit Year in which the Employer fails to meet the requirements of Sections 410(b) and 401(a)(26) of the Internal Revenue Code with respect to coverage and participation of Non-Bargained Employees. Section 401(a)(26) applies during any Plan Credit Year in which there are fewer than fifty (50) Participants, including Participants covered by a Collective Bargaining Agreement.

ARTICLE X - AMENDMENTS

Section 10.01. Amendments

This Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement. However, no amendment may decrease the accrued benefit of any Participant, except:

- A. As necessary to establish or maintain the qualification of the Plan or the Trust Fund under the Internal Revenue Code and to maintain compliance of the Plan with the requirements of ERISA; or
- B. If the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(c)(8) of the Internal Revenue Code, and the Secretary of Labor has been notified of such amendment and has either approved of it or, within ninety (90) days after the date on which such notice was filed, he failed to disapprove.

ARTICLE XI - ROLLOVERS

Section 11.01. Rollovers.

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Article, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

Section 11.02. Definitions.

- A. Eligible Rollover Distribution.

An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one (1) of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

B. Eligible Retirement Plan.

An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, an annuity plan described in Section 403(a) of the Internal Revenue Code, or a qualified trust described in Section 401(a) of the Internal Revenue Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving Spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.

An Eligible Retirement Plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relation Order, as defined in Section 414(p) of the Code.

C. Distributee.

A Distributee includes an Employee or former Employee. In addition, the Employee's or former employee's surviving Spouse and the Employee's former Spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Internal Revenue Code, are Distributees with regard to the interest of the Spouse or former Spouse.

D. Direct Rollover.

A Direct Rollover is a payment by the Plan to the eligible retirement plan specified by the Distributee.

TABLES

*Table 1 Level Option Factors Social Security
Paid at Age 62*

Age	Factor
55	.4989
56	.5478
57	.6026
58	.6640
59	.7332
60	.8112
61	.8996

*Table 2 Level Option Factors Social Security
Paid at Age 65*

Age	Factor
55	.3473
56	.3923
57	.4316
58	.4756
59	.5251
60	.5810
61	.6443
62	.7162
63	.7982
64	.8921

Table 3 Annuity Factors for Converting Pension Payments Prior to Suspension of Benefits (subsection 6.09(b))

Years	Age											
	0	1	2	3	4	5	6	7	8	9	10	11
55	155.67	155.41	155.16	154.90	154.65	154.39	154.14	153.88	153.62	153.37	153.11	152.86
56	152.60	152.34	152.08	151.82	151.56	151.30	151.04	150.78	150.52	150.26	150.00	149.74
57	149.48	149.22	148.95	148.69	148.42	148.16	147.90	147.63	147.37	147.10	146.84	146.57
58	146.31	146.04	145.78	145.51	142.25	144.98	144.72	144.45	144.18	143.92	143.65	143.39
59	143.12	142.85	142.58	142.31	142.04	141.77	141.50	141.23	140.96	140.69	140.42	140.15
60	139.88	139.61	139.34	139.07	138.79	138.52	138.25	137.98	137.71	137.44	137.16	136.89
61	136.62	136.35	136.07	135.80	135.53	135.25	134.98	134.71	134.43	134.16	133.89	133.61
62	133.34	133.07	132.79	132.52	132.25	131.97	131.70	131.43	131.15	130.88	130.61	130.33
63	130.06	129.79	129.51	129.24	128.96	128.69	128.42	128.14	127.87	127.59	127.32	127.04
64	126.77	126.50	126.22	125.95	125.68	125.40	125.13	124.86	124.58	124.31	124.04	123.76
65	123.49	123.22	122.95	122.68	122.40	122.13	121.86	121.59	121.32	121.05	120.77	120.50
66	120.23	119.96	119.69	119.42	119.15	118.88	118.61	118.34	118.07	117.80	117.53	117.26
67	116.99	116.72	116.45	116.18	115.91	115.64	115.37	115.10	114.83	114.56	114.29	114.02
68	113.75	113.49	113.22	112.96	112.69	112.43	112.16	111.90	111.63	111.37	111.10	110.84
69	110.57	110.30	110.04	109.77	109.51	109.24	109.24	108.71	108.44	108.18	107.91	107.65
70	107.38											

Normal Form: 5-Year Certain and Life

APPENDICES

Appendix A

- § All Pensioners and Beneficiaries on the rolls as of August 31, 1997 will receive a five percent (5%) increase in their monthly benefit effective September 1, 1997.
- § All Pensioners and Beneficiaries on the rolls as of August 31, 1999 will receive a five percent (5%) increase in their monthly benefit effective September 1, 1999.

SIGNATURE PAGE

The undersigned have executed this restated N.E.C.A. Local No. 145 LB.E.W. Pension Plan to be effective September 1, 2007, unless otherwise stated, adopted and signed this 22nd day of August, 2007.

Employer Trustees

Union Trustees