

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

PENSION PLAN

Restated effective September 1, 2014
(unless otherwise noted)

TABLE OF CONTENTS

ARTICLE I – DEFINITIONS	4
SECTION 1.01. ACTUARIAL PRESENT VALUE.....	4
SECTION 1.02. ASSOCIATION	5
SECTION 1.03. BENEFICIARY	5
SECTION 1.04. COLLECTIVE BARGAINING AGREEMENT.....	6
SECTION 1.05. CONTINUOUS EMPLOYMENT	6
SECTION 1.06. CONTRIBUTING EMPLOYER OR EMPLOYER	6
SECTION 1.07. CONTRIBUTION PERIOD	6
SECTION 1.08. COVERED EMPLOYMENT.....	6
SECTION 1.09. EFFECTIVE DATE	6
SECTION 1.10. EMPLOYEE	7
SECTION 1.11. GENDER	7
SECTION 1.12. NORMAL RETIREMENT AGE.....	7
SECTION 1.13. OTHER TERMS	8
SECTION 1.14. PARTICIPANT	8
SECTION 1.15. PENSION FUND	8
SECTION 1.16. PENSION PLAN.....	8
SECTION 1.17. PENSIONER.....	8
SECTION 1.18. PERIOD OF ACCRUAL	8
SECTION 1.19. PLAN CREDIT YEAR OR FISCAL YEAR	9
SECTION 1.20. REQUIRED BEGINNING DATE	9
SECTION 1.21. SERVICE	9
SECTION 1.22. TRUST AGREEMENT.....	10
SECTION 1.23. TRUSTEES.....	10
SECTION 1.24. UNION.....	10
SECTION 1.25. WORK	10
ARTICLE II - PARTICIPATION	11
SECTION 2.01. PURPOSE	11
SECTION 2.02. PARTICIPATION.....	11
SECTION 2.03. TERMINATION OF PARTICIPATION.....	11
SECTION 2.04. REINSTATEMENT OF PARTICIPATION.....	11
ARTICLE III - PENSION ELIGIBILITY AND AMOUNTS	12
SECTION 3.01. GENERAL	12
SECTION 3.02. REGULAR PENSION ELIGIBILITY	12
SECTION 3.03. REGULAR PENSION - AMOUNT	12
SECTION 3.04. BENEFIT FOR PARTICIPANT ACTIVE AT NORMAL RETIREMENT AGE	13
SECTION 3.05. EARLY RETIREMENT PENSION ELIGIBILITY	13
SECTION 3.06. EARLY RETIREMENT PENSION - AMOUNT.....	14
SECTION 3.07. DEFERRED PENSION ELIGIBILITY	14
SECTION 3.08. DEFERRED PENSION AMOUNT.....	15
SECTION 3.09. DISABILITY PENSION ELIGIBILITY	15
SECTION 3.10. PLAN’S RIGHT OF SUBROGATION FOR TOTAL AND PERMANENT DISABILITY CAUSED BY THIRD PARTIES.....	15
SECTION 3.11. DISABILITY PENSION AMOUNT	16
SECTION 3.12. DISABILITY PENSION PAYMENTS	16
SECTION 3.13. DISABILITY DEFINED	16
SECTION 3.14. PROOF OF TOTAL DISABILITY	17
SECTION 3.15. CESSATION OF TOTAL AND PERMANENT DISABILITY	17
SECTION 3.16. SIXTY (60) MONTH GUARANTEE OF PENSION PAYMENTS	17
SECTION 3.17. DEATH BENEFIT PRIOR TO RETIREMENT	18
SECTION 3.18. NON-DUPLICATION OF PENSIONS	18
SECTION 3.19. ROUNDING OF BENEFIT AMOUNTS	18
SECTION 3.20. ACTUARIAL EQUIVALENT OF OPTIONS	18
SECTION 3.21. DEATH BENEFIT PRIOR TO RETIREMENT FOR ELIGIBLE DEPENDENTS ("CHILD BENEFIT")	19

ARTICLE IV-PENSION CREDITS AND YEARS OF VESTING SERVICE.....	20
SECTION 4.01. PENSION CREDITS.....	20
SECTION 4.02. YEARS OF VESTING SERVICE.....	22
SECTION 4.03. BREAKS IN SERVICE.....	22
SECTION 4.04. GRACE PERIODS.....	24
ARTICLE V-QUALIFIED JOINT AND SURVIVOR PENSION, PRE-RETIREMENT SURVIVING SPOUSE PENSION AND OPTIONAL PENSION FORMS.....	26
SECTION 5.01. GENERAL.....	26
SECTION 5.02. QUALIFIED JOINT AND SURVIVOR PENSION AT RETIREMENT.....	27
SECTION 5.03. PRE-RETIREMENT SURVIVING SPOUSE PENSION.....	29
SECTION 5.04. CONTINUATION OF QUALIFIED JOINT AND SURVIVOR PENSION AND RELATION TO QUALIFIED DOMESTIC RELATIONS ORDER.....	30
SECTION 5.05. TRUSTEES' RELIANCE.....	30
SECTION 5.06. OPTIONAL JOINT AND SURVIVOR PENSION.....	30
SECTION 5.07. EARLY RETIREMENT LEVEL INCOME (SOCIAL SECURITY) OPTION.....	32
SECTION 5.08. LUMP SUM PAYMENT OPTION.....	32
SECTION 5.09. OPTION TO ELECT JOINT AND SURVIVOR OPTION.....	33
SECTION 5.10. SINGLE OPTION.....	33
ARTICLE VI- APPLICATIONS, BENEFIT PAYMENTS AND RETIREMENT.....	34
SECTION 6.01. APPLICATIONS.....	34
SECTION 6.02. INFORMATION AND PROOF.....	34
SECTION 6.03. ACTION OF TRUSTEES.....	34
SECTION 6.04. NOTIFICATION OF NON-APPROVAL OF APPLICATION.....	34
SECTION 6.05. CLAIMS APPEAL PROCEDURE.....	36
SECTION 6.06. BENEFIT PAYMENTS GENERALLY.....	37
SECTION 6.07. RETIREMENT.....	38
SECTION 6.08. SUSPENSION OF BENEFITS.....	38
SECTION 6.09. BENEFIT PAYMENTS FOLLOWING SUSPENSION.....	41
SECTION 6.10. VESTED STATUS OR NON-FORFEITABILITY.....	41
SECTION 6.11. NON-DUPLICATION WITH DISABILITY BENEFITS.....	42
SECTION 6.12. INCOMPETENCE OR INCAPACITY OF A PENSIONER OR BENEFICIARY.....	42
SECTION 6.13. NON-ASSIGNMENT OF BENEFITS.....	42
SECTION 6.14. NO RIGHT TO ASSETS.....	43
SECTION 6.15. MAXIMUM LIMITATION.....	43
SECTION 6.16. WAIVER OF BENEFITS.....	43
SECTION 6.17. NOTIFICATION OF CONTINUED EXISTENCE.....	43
SECTION 6.18. BENEFITS TO SURVIVORS.....	44
SECTION 6.19. MERGERS.....	44
SECTION 6.20. MINIMUM REQUIRED DISTRIBUTIONS.....	44
ARTICLE VII - MISCELLANEOUS.....	49
SECTION 7.01. NON-REVERSION.....	49
SECTION 7.02. LIMITATION OF LIABILITY.....	49
SECTION 7.03. NEW EMPLOYERS.....	49
SECTION 7.04. TERMINATED EMPLOYER.....	49
SECTION 7.05. TERMINATION OF THE PLAN.....	50
SECTION 7.06. APPLICABILITY OF PLAN.....	51
SECTION 7.07. RIGHT OF RECOVERY.....	51
ARTICLE VIII - TOP HEAVY PROVISIONS.....	52
SECTION 8.01. DEFINITIONS.....	52
SECTION 8.02. TOP HEAVY PLAN REQUIREMENTS.....	52
SECTION 8.03. DETERMINATION OF TOP HEAVY STATUS.....	53
SECTION 8.04. TOP HEAVY VESTING.....	56
SECTION 8.05. TOP HEAVY BENEFIT REQUIREMENTS.....	56

ARTICLE IX – NON-BARGAINED EMPLOYEES	58
SECTION 9.01. EMPLOYER	58
SECTION 9.02. NON-BARGAINED EMPLOYEE	58
SECTION 9.03. HIGHLY COMPENSATED EMPLOYEE	58
SECTION 9.04. VESTING FOR NON-BARGAINED EMPLOYEE.....	58
SECTION 9.05. NONDISCRIMINATION, COVERAGE AND PARTICIPATION	59
ARTICLE X - AMENDMENTS	60
SECTION 10.01. AMENDMENTS	60
ARTICLE XI - ROLLOVERS	61
SECTION 11.01. ROLLOVERS.....	61
SECTION 11.02. DEFINITIONS.....	61
ARTICLE XII - RECIPROCITY	63
TABLES	64
TABLE 1 ANNUITY FACTORS FOR CONVERTING PENSION PAYMENTS PRIOR TO SUSPENSION OF BENEFITS (SUBSECTION 6.09(B)).....	64
APPENDICES	64
APPENDIX A	64
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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, 2014; 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 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%).
- B. 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 benefit valuation date occurs.
- C. For 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.
- D. For the purposes of adjusting the limitations under Section 415(b)(2) of the Internal Revenue Code and applying the limits of Section 415 to a benefit that is payable in any form other than a straight life annuity and that is not subject to Section 417(e)(3) of the Internal Revenue Code, the benefit shall be adjusted to an actuarially equivalent straight life annuity that equals:
 - 1. For limitation years beginning on or after July 1, 2007, the greater of the annual amount of the straight life annuity (if any) payable under the Plan at the same annuity starting date and the annual amount of a straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using an interest rate of five percent (5%) and the applicable mortality table under Section 417(e)(3) of the Internal Revenue Code.
 - 2. For limitation years beginning before July 1, 2007, the annual amount of a straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (1) the interest rate and mortality table specified in the Plan for adjusting benefits in the same form; and (2) a five percent (5%) interest rate assumption and the applicable mortality table described in Revenue Ruling 2001-62.
- E. Effective September 1, 2008, the determination of the amount of a single sum cashout and adjustment of benefits under Section 415(b)(2) of the Internal Revenue Code that are subject to Section 417(e)(3) of the Internal Revenue Code shall be based upon the Applicable Mortality Table and applicable interest rate as described below.

The applicable mortality table will be a mortality table, modified as appropriate by the I.R.S., based on the mortality table specified for the Plan Year under Section 430(h)(3)(A) of the Internal Revenue Code (without regard to the Section 430(h)(3)(C) substitute mortality table or the Section 430(h)(3)(D) of the Internal Revenue Code mortality table for the disabled).

The applicable interest rate means the 417(e)(3) spot rate as published by the IRS, which is the adjusted first, second and third segment rates applied under rules similar to the rules of Section 430(h)(2)(C) of the Internal Revenue Code for the month of August immediately preceding the Plan Year in which the distribution is paid. The adjusted first, second and third segment rates are the first, second and third segment rates determined under Section 430(h)(2)(C) of the Internal Revenue Code if:

1. The Section 430(h)(2)(D) of the Internal Revenue Code definition of "corporate bond yield curve" was applied by substituting the average yields for the month, as described in Section 430(h)(2)(D)(ii) of the Internal Revenue Code for the average yields for the twenty-four (24) month period, as described in such Section.
2. For Plan Years beginning in 2008 through 2011, the first, second and third segment rate for any month is equal to the sum of:
 - a. the product of the segment rate determined under the general rule above, multiplied by the applicable transitional percentage for the Plan Year; and
 - b. the product of the annual rate of interest on 30 Year Treasury securities as specified by the Commissioner of Internal Revenue for the month of August immediately preceding the Plan Year in which the distribution is paid, multiplied by the applicable transitional percentage for the Plan Year. The transitional percentages are as follows:

Distributions in Plan Year Beginning	Transition Factor for 30 Year Treasury Rates	Transition Factor for Segment Rates
2008	80%	20%
2009	60%	40%
2010	40%	60%
2011	20%	80%
2012	0%	100%

- F. Prior to September 1, 2008, the determination of the amount of a single sum cashout and adjustment of benefits that are subject to Section 417(e)(3) of the Internal Revenue Code under Section 415(b)(2) of the Internal Revenue Code shall be determined under the applicable provisions of the Plan in effect at that time.

Section 1.02. Association

"Association" means the Quad City Electrical Contractors Association, Quad Cities Chapter, National Electrical Contractors Association, Inc., 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.

Notwithstanding the foregoing, if a Participant names his Spouse as his Beneficiary and then the Participant and Spouse subsequently divorce, that Beneficiary designation shall be considered void and of no effect. If the Participant desires to name his ex-spouse as his Beneficiary, the Participant must fill out another

Beneficiary designation form after the divorce. Failure to fill out a new form will mean that any benefits payable to a Beneficiary will be paid in accordance with Section 3.17.

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, or pursuant to a valid Participation Agreement or working full-time for the Union.

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 Sections 1.09 A. and B., 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) of the Treasury Regulations.

Section 1.10. Employee

"Employee" means any individual employed by a Contributing Employer, as defined above, who is covered by the Collective Bargaining Agreement, or other special agreement, for whom the Employer makes contributions to the trust fund, and any individual who may have been so employed but is subsequently laid off, terminated or retired. The term Employee shall also include any individual or Participant whom is both a member of the Union in good standing and is promoted by an Employer to a job classification not covered by the Collective Bargaining Agreement, including but not limited to, estimators, superintendents or general managers and other alumni participants.

The term Employee shall also include full-time employees of the Union as well as full or part-time Employees of any industry advancement entity provided such individual remains a member of the Local Union in good standing. Any Participant who is a member of the IBEW Local Union 145 in good standing and who is working outside the territorial jurisdiction of Local 145, and chooses not to reciprocate contribution benefits back to this Fund shall still be considered an Employee within this definition.

The term "Employee" does 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." Employees employed in Residential work are referred to as "Residential Employees." Teledata Employees first became eligible to participate in the Plan on or after October 1, 2004. Residential Employees first became eligible to participate in the Plan on or after September 1, 2010.

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

Section 1.13. Other Terms

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

	<u>Terms</u>	<u>Section</u>
A.	ERISA	2.01
B.	Regular Pension	3.02
C.	Early Retirement Pension	3.05
D.	Deferred Pension	3.07
E.	Disability Pension	3.09
F.	Pension Credits	4.01
G.	Years of Vesting Service	4.02
H.	Breaks in Service (One-Year Break in Service, Permanent Break in Service)	4.03
I.	Qualified Joint and Survivor Pension	5.01
J.	Retired or Retirement	6.07
K.	Vested Status	6.10

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." Employees employed in Residential work are referred to as "Residential Employees." Teledata Participants first became eligible to participate under the Plan on or after October 1, 2004. Residential Employees first became eligible to participate in the Plan on or after September 1, 2010.

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 (1/10) of a Pension Credit.

If the Participant has more than one (1) Period of Accrual during the Contribution Period and also has 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 the Participant 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 on which the report is based. Hours reported on reciprocity reports shall be credited on the same basis as Employer reports. Hours may be earned as either "Inside hours," "Teledata hours" or "Residential hours" depending on the work performed. Unless otherwise specified, "hours" refers to combined Inside hours, and Teledata and Residential hours, as applicable.

- B. Each hour for which an Employee is paid, or entitled to payment, by an Employer, directly or indirectly, including periods of non-work disability subject to the limitations as contained in Section 4.01 A. 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.
- 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 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 and Employees employed as Residential Employees shall not be eligible to participate until on or after September 1, 2010.

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 Qualified Joint and Survivor 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**" and "**Residential**") 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 multiplied by the accrual rate appropriate for such Periods of Accrual as shown in the following schedule:

	Accrual Rate per Pension Credit Earned	
Period of Accrual	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
September 1, 1986 through August 31, 1988	\$17.00	\$34.00

Period of Accrual	Accrual Rate per Pension Credit Earned	
	Before Contribution Period	During Contribution Period
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 through August 31, 2008	\$17.00	\$106.00 (Inside credits) \$40.00 (Teledata credits)
September 1, 2008 through August 31, 2010	\$17.00	\$107.00 (Inside credits) \$41.00 (Teledata credits)
September 1, 2010 to present	\$17.00	\$107.00 (Inside credits) \$41.00 (Teledata credits) \$41.00 (Residential 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 Section 3.04 A., unless any prior One-Year Breaks in Service, as described in Section 2.03, have 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); 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 3.06. 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 of one percent (1/4 of 1%) for each month by which the commencement of the pension precedes age sixty-two (62) or 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 of one percent (1/2 of 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. On or after September 1, 1976 but prior to September 1, 1989 he has: (i) ten (10) Years of Vesting Service or, (ii) fifteen (15) combined Pension Credits, including at least five (5) Pension Credits earned on the basis of employment during the Contribution Period.
 2. On or after September 1, 1989 but prior to September 1, 1992 he has: (i) ten (10) Years of Vesting Service or, (ii) five (5) years of non-collectively bargained service, or (iii) fifteen (15) combined Pension Credits, including at least five (5) Pension Credits earned on the basis of employment during the Contribution Period.
 3. On or after September 1, 1992 but prior to September 1, 1997 he has: (i) ten (10) Years of Vesting Service or, (ii) five (5) years of non-collectively bargained service, or (iii) ten (10) combined Pension Credits, including at least five (5) Pension Credits earned on the basis of employment during the Contribution Period.
 4. On or after September 1, 1997 he has: (i) five (5) Years of Vesting Service or, provided he has earned at least one (1) Hour of Service on or after September 1, 1997 or, (ii) ten (10) combined Pension Credits, including at least five (5) Pension Credits earned on the basis of employment during the Contribution Period.
- 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 of one percent (1/4 of 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 totally and permanently disabled and he meets all of the following requirements:

- A. He is totally and permanently 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 Section 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 Qualified Joint and Survivor Pension, subject to a waiver in accordance with Section 5.02, 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. Qualified Joint and Survivor Pension: See Section 5.02.
 - 2. Optional 50%, 75% (effective 9/1/07) and 100% Joint and Survivor Pension: 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 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 totally and permanently disabled only if the Board of Trustees, in their sole and absolute judgment, find, on the basis of medical evidence (as set forth in 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 total and permanent disability.

The Board of Trustees reserve the right to periodically audit to confirm continuing disability and lack of employment. 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, his benefits shall be suspended until he reports such information, in addition to the month or months in which he had earnings from employment or other gainful pursuit. If his benefits have been so suspended for failing to timely report, once the Disability Pensioner has made the report and the report discloses continuing eligibility, any payments suspended for failure to timely report shall be distributed to the Disability Pensioner. 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 and permanent 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 may 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 surviving minor child or children of the deceased Pensioner until the amount herein provided is fully paid or until such dependents reach the age of nineteen (19). Otherwise, no further payments shall be made to anyone.

When a Qualified Joint and Survivor Pension, a Pre-Retirement Surviving Spouse Pension or any Optional Form (Article V) is in effect, the provisions of this Section do not apply. Notwithstanding the preceding sentence, the provisions of Section 3.16 shall apply (i.e. Sixty (60) Month Guarantee will be in effect) provided: (1) the Participant has elected a Qualified Joint and Survivor or Joint and Survivor Optional Form Pension at the time of Participant's death, (2) the Participant and Spouse suffer simultaneous death.

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 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 children who are under age nineteen (19) at the time of the Employee's death, then no Death Benefit shall be payable.

If a Qualified Joint and Survivor Pension or any Optional Form (Article V) 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. Actuarial Equivalent Of Options

The optional forms of a 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 (60) Month Guarantee as described in Section 3.16 herein.

Section 3.21. Death Benefit Prior To Retirement for Eligible Dependents ("Child Benefit")

Notwithstanding any other Section of this Plan, the Death Benefit payable to the eligible surviving children of 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 Child Benefit is not payable.
- C. The amount of the 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 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 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 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 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 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 3.21.

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 Section 4.01 A.3.

Each Participant may have as many as three (3) types of credits, each calculated as above:

- "Inside credits" (based only on Inside hours);
- "Teledata credits" (based only on Teledata hours worked on or after October 1, 2004); and
- "Residential credits" (based only on Residential hours worked on or after September 1, 2010).

The term "Combined Pension Credit" shall mean the sum of the Participant's Inside, Teledata and Residential 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.

Under the circumstances described herein, no more than a maximum of two (2) Pension Credits shall be granted to an Employee for non-work periods.

- 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.

For Military Service on or after January 1, 2007, the survivors of a Participant who dies while performing qualified Military Service (as defined in Section 414(u) of the Internal Revenue Code), shall receive any additional benefits (other than benefit accruals relating to the period of qualified Military Service) provided under the Plan had the Participant resumed active employment and then terminated employment on account of death.

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 Section 4.01 A.3., 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 Section 4.01 A.3., 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.

- d. Effective September 1, 2000, for the purposes of this Section 4.01 A.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:
 - i. That the Participant earned at least one (1) vesting credit year before such Plan Year;
 - ii. The Participant earned at least one (1) vesting credit year after such Plan Year; and
 - iii. 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 Section 4.01 A.1. 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, whether Inside, Teledata or Residential hours.

Therefore, Participants will vest in their Inside, Teledata and Residential 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 Section 4.03 B.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 Section 4.03 B.4.d. 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 4.03 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 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-QUALIFIED JOINT AND SURVIVOR 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 Qualified Joint and Survivor 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.
- 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 Qualified Joint and Survivor 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 legally married 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 Qualified Joint and Survivor 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 Qualified Joint and Survivor 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 Qualified Joint and Survivor 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 Qualified Joint and Survivor Pension under Section 5.02 has been properly waived, the Participant may elect an Optional 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 Joint and Survivor Pension, however, is subject to the provisions of Section 5.02 E.

- G. Upon receiving a request for a benefit, the Plan Administrator will provide a notice that shall include a general description of the material features and an explanation of the relative values of, the optional forms of benefits available under the Plan in a manner that would satisfy the notice requirements of Section 417(a)(3) of the Internal Revenue Code and Treasury Regulation 1.417(a)(3)-1.

Section 5.02. Qualified Joint And Survivor Pension At Retirement

The following rules apply to the payment of the Qualified Joint and Survivor 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 Qualified Joint and Survivor 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 Qualified Joint and Survivor 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 percent (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 Qualified Joint and Survivor 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 Qualified Joint and Survivor Pension had not been elected.

If a Participant retires with a Qualified Joint and Survivor 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 of the effect of payment on the basis of the Qualified Joint and Survivor Pension, including a comparison of the full single-life amount and of the adjusted amount.

If the Qualified Joint and Survivor Pension would be payable under this Section 5.02 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 Qualified Joint and Survivor 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 the Spouse shall receive the remaining portion of the pension payments pursuant to Section 3.16.

- E. The Qualified Joint and Survivor 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 Qualified Joint and Survivor Pension has been provided to the Participant no earlier than one hundred eighty (180) 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 one hundred eighty (180) 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 Qualified Joint and Survivor 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 Qualified Joint and Survivor Pension described in this Section shall be void if 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 Qualified Joint and Survivor Pension, unless the Spouse has acknowledged the designation of the alternative Beneficiary in connection with his or her consent to the Participant's waiver of the Qualified Joint and Survivor 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 Section 5.02 E., 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 Section 5.03 A. 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 Section 5.02 A. 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.3. as if the Participant had retired the day before he died.
- D. If the Participant described in Section 5.02 A. 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 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. 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 Joint and Survivor 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 Qualified Joint and Survivor 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.

Section 5.04. Continuation Of Qualified Joint And Survivor Pension And Relation To Qualified Domestic Relations Order

The monthly amount of the Qualified Joint and Survivor 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 alternate 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. Optional Joint And Survivor Pension

The following rules govern Optional Joint and Survivor Pensions:

- A. A Participant eligible for a Regular, Disability or Early Retirement Pension who files a valid waiver of the Qualified Joint and Survivor Pension in accordance with Section 5.02 E. may elect the Optional Joint and Survivor Pension.
- B. A Participant eligible for a Regular, Disability or Early Retirement Pension may elect to receive payment on the basis of an Optional Joint and Survivor Pension, in accordance with which he will receive a lower monthly amount with the provision that fifty percent (50%), seventy-five percent (75% - for retirements after September 1, 2007) 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 Optional Joint and Survivor Pension form shall be adjusted as follows:
 - 1. Optional 50% Joint and Survivor Pension
The following rules govern the Optional 50% Joint and Survivor Pension:
 - a. Non-Disability Pensions

The monthly pension amount shall be adjusted by multiplying it by the following percentage: ninety percent (90%) 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%).

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. Optional 75% Joint and Survivor Pension (effective 9/1/07)

The following rules govern the Optional 75% Joint and Survivor Pension 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 (60) Month Guarantee as described in Section 3.16 herein.

3. Optional 100% Joint and Survivor Pension

The following rules govern the Optional 100% Joint and Survivor Pension:

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 Optional Joint and Survivor Pension 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 Optional Joint and Survivor Pension 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 Optional Joint and Survivor Pension 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 Optional form 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 Qualified Joint and Survivor Pension in accordance with Section 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 Pension 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 Level Income Option benefit shall be the calculated so that:
 - a. the monthly amount payable beginning the first day of the month coincident with or following the Participant's 62nd birthday is equal to the amount payable prior to the same date decreased by such estimated Social Security benefit; and
 - b. the new Level Income Option benefit has the same Actuarial Present Value as the monthly pension amount the Participant would otherwise receive.

For purposes of this Section 5.07 C.1., Actuarial Present Value shall be determined using the actuarial assumptions that would be used to determine the amount of a single sum cash-out paid on the date benefits are to commence.

- 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 Level Income Option benefit shall be the calculated so that:
 - a. the monthly amount payable beginning the first day of the month coincident with or following the Participant's 65th birthday is equal to the amount payable prior to the same date decreased by such estimated Social Security benefit; and
 - b. the new Level Income Option benefit has the same Actuarial Present Value as the monthly pension amount the Participant would otherwise receive.

For purposes of this Section 5.07 C.2., Actuarial Present Value shall be determined using the actuarial assumptions that would be used to determine the amount of a single sum cash-out paid on the date benefits are to commence.

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 shall have the amount of his monthly benefit reduced by ten percent (10%) in return for the payment to him of a lump sum of money equal to that amount at the time his monthly pension is first payable.

B. 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 as of his Effective Date.

The monthly benefit reduced by ten percent (10%) is then payable for Participant's lifetime and treated in accordance with the benefit as provided in Section 5.09 below.

Section 5.09. Option to Elect Joint And Survivor Option

In the case of an unmarried Participant, or single-life Participant, a level monthly stream of payment benefit option shall be paid to the Participant for Participant's lifetime. Nothing in this Section shall prevent an unmarried participant from claiming an Optional Joint and Survivor Pension as provided in Section 5.06.

Section 5.10. Single Option

None of the Optional Pension forms (Sections 5.06, 5.07 and 5.08) apply if the Qualified Joint and Survivor Pension is in effect. If the Qualified Joint and Survivor Pension 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 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. Timing Of Notice Of Denial Of Claims Other Than Disability Claims

If a claim, except for a claim for Disability Benefits, is wholly or partially denied, the Plan Administrator shall notify the claimant, in accordance with Section 6.04 C., 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. Timing Of Notice Of Denial Of Disability Claims

In the case of a denial concerning Disability Benefits, the Plan Administrator shall notify the claimant, in accordance with Section 6.04 D. of the Plan's denial within a reasonable period of time, but not later than forty-five (45) days after receipt of the claim by the Plan. This period may be extended by the Plan for up to thirty (30) days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant, prior to the expiration of the initial forty-five (45) day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first thirty (30) day extension period, the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional thirty (30) days, provided that the Plan Administrator notifies the claimant, prior to the expiration of the first thirty (30) day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any extension under this paragraph, the notice of extension shall specially explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues, and the claimant shall be afforded at least forty-five (45) days within which to provide the specified information.

C. Calculation Of Time

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 reasonable procedures of the Plan, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended as permitted pursuant to Sections 6.04 A. or B. 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 tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

D. Content Of Notice

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.
5. In the case of a denial concerning Disability Benefits:
 - a. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol or other similar criterion; or a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge to the claimant upon request; or
 - b. If the denial is based on a medical necessity or experimental treatment or similar exclusion or

limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

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, one hundred eighty (180) days for Disability Benefit Claims, 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 Trustees shall be empowered to hold a hearing at which such applicant shall be entitled to present the basis of his claims for review and at which he 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 Section 6.05 H., 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 reasonable 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 Section 6.05 F. 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 extended as well.
- 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 Section 6.05 I.3. 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; and
 4. A statement of the claimant's right to bring an action under Section 502(a) of ERISA.
 5. In the case of claim for Disability Benefits:
 - a. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol or other similar criterion; or a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge to the claimant upon request; or
 - b. If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.
- 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;

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 Qualified Joint and Survivor 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 Section 6.08 A. and 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 for 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 Section 6.08 A.1., in accordance with the notification requirements of Section 6.08 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 Section 6.08 A.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.

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.
6. The Plan 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.

E. Review of Suspension of Benefits

The following rules govern a Participant's right of review of a suspension of his benefits:

1. 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.
2. 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 Sections 6.08 D.2. and 3. and that the provisions of Sections 6.08 A.2. and 6.08 F.2. 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. The monthly pension amount payable upon resumption of benefits following suspension shall be equal to the amount of the Pensioner's monthly payment in effect immediately prior to the period of suspension plus an adjustment for additional benefits accrued during the period of suspension, if any.

For purpose of this Section 6.09 B., the additional benefit accrual adjustment referenced in the preceding paragraph shall be equal to the amount of any benefit accrued during the period of suspension adjusted as necessary for early commencement, form of payment, and any other factor that may be appropriate, using the benefit resumption date as the annuity starting date.

Overpayment shall be recovered in accordance with Section 6.08 F.2.

Section 6.10. Vested Status Or Non-Forfeitability

The following rules govern "vesting" under the Plan:

- A. The Employee Retirement Income Security Act ("ERISA") requires that certain benefits under this Plan be vested (in the term used in the Act, "non-forfeitable").
- B. Vested Status is earned once the Participant meets the requirement for a Deferred Pension in accordance with Section 3.07 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-forfeatability for a Participant who has completed at least ten (10) or five (5) Years of Vesting Service, as applicable under this 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 this 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 Section 6.13 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 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 of Code Section 415(d) and Small Benefit Exception of Code Section 415(b)(4) are incorporated herein by reference. The current defined benefit dollar limit is Two Hundred and Five Thousand Dollars (\$205,000) per Section 415(b)(1)(A) of the Code. The age-adjusted dollar limit under Section 415(b)(2)(C) and (D) of the Code will be administered according to IRS Regulation 1.415(b)-1(a)(4) and the payment of benefits in other than a straight life annuity shall be adjusted pursuant to IRS Regulation 1.415(b)-1(c).

For purposes of this Section 6.15, the Plan adopts the safe harbor definition of "Compensation" stated in IRS Regulation 1.415(c)-2(d)(2). Compensation paid or made available during such limitation year shall include Compensation the Participant's earned income, paid by the later of: A. two and one-half (2½) months after severance from employment, or B. the end of the limitation year that includes the date of severance from employment.

The otherwise permissible annual benefits for any Participant under this Plan may be further reduced to the extent necessary to prevent disqualification of the Plan under Section 415(e) of the Internal Revenue Code. The above limitations are intended to comply with the provisions of Section 415 of the Internal Revenue Code, as amended, so that the maximum benefits provided by plans would not exceed the maximum amounts allowed under Section 415 of the Internal Revenue Code and regulations thereunder. If there is any discrepancy between the provisions of this Section and the provisions of Section 415 of the Internal Revenue Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Internal Revenue Code.

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.

Section 6.20. Minimum Required Distributions

A. General Rules

1. Effective Date

The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

2. Precedence

The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

3. Requirements of Treasury Regulations Incorporated

All distributions required under this Section will be determined and made in accordance with the Treasury Regulations under Section 401(a)(9) of the Internal Revenue Code.

4. TEFRA Section 242(b)(2) Elections

Notwithstanding the other provisions of this Section, other than this Section 6.20 A.4., distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

B. Time and Manner of Distribution

1. Required Beginning Date

The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

2. Death of Participant Before Distributions Begin

If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- a. If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70½), if later.

- b. If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- c. If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- d. If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, Section 6.20 B.2., other than Section 6.20 B.2.a., will apply as if the surviving Spouse were the Participant.

For purposes of Sections 6.20 B.2. and 6.20 E, distributions are considered to begin on the Participant's Required Beginning Date or, if Section 6.20 B.2.d. applies, the date distributions are required to begin to the surviving Spouse under Section 6.20 B.2.d. If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 6.20 B.2.a.), the date distributions are considered to begin is the date distributions actually commence.

3. Form of Distribution

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Sections 6.20 C., D. and E. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Internal Revenue Code and the Treasury Regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Internal Revenue Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Internal Revenue Code and the Treasury Regulations that apply to individual accounts.

C. Determination of Amount to be Distributed Each Year

1. General Annuity Requirements

If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

- a. The annuity distributions will be paid in periodic payments made at intervals not longer than one (1) year;
- b. The distribution period will be over a life (or lives) or over a period certain not longer than the period described in Sections 6.20 D. or E.;
- c. Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted; and

- d. Payments will either be non-increasing or increase only as follows:
 - i. By an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - ii. To the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Section 6.20 D. dies or is no longer the Participant's Beneficiary pursuant to a Qualified Domestic Relations Order within the meaning of Section 414(p);
 - iii. To provide cash refunds of employee contributions upon the Participant's death; or
 - iv. To pay increased benefits that result from a Plan amendment.

2. Amount Required to be Distributed by Required Beginning Date

The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 6.20 B.2.a. or b.) is the payment that is required for one (1) payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received (e.g., bi-monthly, monthly, semi-annually or annually). All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

3. Additional Accruals After First Distribution Calendar Year

Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

D. Requirements For Annuity Distributions That Commence During Participant's Lifetime

1. Joint Life Annuities Where the Beneficiary is Not the Participant's Spouse

If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-Spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-Spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

2. Period Certain Annuities

Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age seventy (70), the applicable distribution period for the

Participant is the distribution period for age seventy (70) under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 6.20 D.2., or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the annuity starting date.

E. Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin

1. Participant Survived by Designated Beneficiary

If the Participant dies before the date distribution of his interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 6.20 B.2.a. or b., over the life of the designated Beneficiary or over a period certain not exceeding:

- a. Unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
- b. If the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.

2. No Designated Beneficiary

If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

3. Death of Surviving Spouse Before Distributions to Surviving Spouse Begin

If the Participant dies before the date distribution of his interest begins, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section 6.20 E. will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 6.20 B.2.a.

F. Definitions

1. Designated Beneficiary

The individual who is designated as the Beneficiary under the Plan and is the designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.

2. Distribution Calendar Year

A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For

distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 6.20 B.2.

3. **Life Expectancy**

Life expectancy as computed by using the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations.

4. **Required Beginning Date**

The date specified in Section 1.20.

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. The participation of any such new Employer shall be subject to such terms and conditions 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 may 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 Section 7.05 B. hereof:

1. The amount allocated under any paragraph of Section 7.05 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 Section.
2. If the assets available for allocation under any paragraph of Section 7.05 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 Section 7.05 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 Section 7.05 C.3.b. the assets shall be allocated to the benefits of individuals described in Section 7.05 B.2. on the basis of the benefits of individuals which would have been described in such Section 7.05 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 Section 7.05 C.3.a. are sufficient to satisfy in full the benefits described in such paragraph (without regard to this subsection), then for purposes of Section 7.05 C.3.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 Section 7.05 C.3.a. and any assets remaining to be allocated under Section 7.05 C.3.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, 2014; otherwise, the Plan in effect at the time the Participant last earned an Hour of Service shall apply.

Section 7.07. Right Of Recovery

If the Plan makes an inadvertent, mistaken or excessive payment of benefits not provided for under the terms of the Plan, the Trustees or their representatives shall have the right to recover such over payments from the Participant or Beneficiary who received them. Recovery of such payments may be made through, but is not limited to, offset or reduction of future benefit payments.

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 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) (as adjusted under Section 416(i)(1) of the Internal Revenue Code for Plan Years beginning after December 31, 2002), a five percent (5%) owner of the Employer, or a one percent (1%) owner of the Employer having Annual Compensation of more than One Hundred Fifty Thousand Dollars (\$150,000). For this purpose, "Annual Compensation" means compensation within the meaning of Section 415(c)(3) of the Internal Revenue Code. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Internal Revenue Code and the applicable regulations and other guidance of general applicability issued thereunder.

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.
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 (\$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.

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

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 (4) 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.

Notwithstanding anything herein to the contrary, 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 Internal Revenue Code during the one (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 Internal Revenue 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 "five (5) year period" for "one (1) year period."

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

Vesting Schedule

Years of Vesting Service	Percentage
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 Section 8.05 A. pursuant to Section 3.20.
- 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.
- 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 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.

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(o) 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 Section 9.03 B., 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 (1) 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 Section 9.04 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) of the Internal Revenue Code 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.

Notwithstanding any other Section of the Plan, if the Plan is certified to be in Endangered or Critical status, as those terms are used in Section 432 of the Internal Revenue Code, the Plan will be administered according to the requirements of Section 432 of the Internal Revenue Code.

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).

If, with respect to any portion of a distribution of a deceased Employee from this Plan, a direct trustee-to-trustee transfer is made to an individual retirement plan described in Section 402(c)(8)(B)(i) or (ii) of the Internal Revenue Code that was established for the purposes of receiving the distribution on behalf of an individual who is a designated Beneficiary of the Employee and who is not the surviving Spouse of the Employee, then the transfer shall be treated as an Eligible Rollover Distribution.

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.

An Eligible Retirement Plan shall also mean an annuity contract described in Section 403(b) of the Internal Revenue Code and an eligible plan under Section 457(b) of the Internal Revenue 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 Internal Revenue Code.

Effective for distributions made on or after December 31, 2007, an Eligible Retirement Plan also includes a Roth IRA.

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. The term "Distributee" shall also include a non-Spouse beneficiary of an Employee or former Employee.

D. Direct Rollover

A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

ARTICLE XII - RECIPROCITY

This Plan participates in the Electrical Industry Pension Reciprocal Agreement. If the reciprocating Local has both a defined benefit plan and a defined contribution plan, contributions shall be reciprocated as follows: defined benefit contributions to the N.E.C.A. Local No. 145 I.B.E.W. Pension Plan (a defined benefit plan) and defined contribution contributions to the N.E.C.A. Local No. 145 I.B.E.W. Annuity and Profit Sharing Plan (a defined contribution plan).

If a reciprocating local has only a defined contribution plan the following rules apply. Participants in the N.E.C.A. Local No. 145 I.B.E.W. Pension and Annuity and Profit Sharing Plans who work outside the jurisdiction of IBEW Local No. 145 and work in a jurisdiction which only has a defined contribution plan may elect in writing to split any defined contribution plan monies reciprocated back to this Plan and to split the monies between the Pension Fund and Annuity and Profit Sharing Fund under the following circumstances:

1. The reciprocating local must have only a defined contribution (annuity) plan.
2. The N.E.C.A. Local No. 145 I.B.E.W. Annuity and Profit Sharing Fund must receive contributions per hour at an amount that equals or exceeds the current N.E.C.A. Local No. 145 I.B.E.W. Pension Plan contribution rate in effect here. Any hourly benefit amount above the current hourly contribution rate for the Pension Fund can then be allocated to the Annuity and Profit Sharing Fund. The hourly contribution amount of the Pension Fund will apply to ALL hours worked at the reciprocating Local. This election shall continue for so long as either the Pension Fund or Annuity and Profit Sharing Fund receive reciprocal contributions, until rescinded or modified by the Participant.

TABLES

Table 1 Annuity Factors for Converting Pension Payments Prior to Suspension of Benefits (Section 6.09(B))

Age

Months

Years	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	145.25	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	139.0	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	134.985	134.74	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	112.69	112.43	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 I.B.E.W. Pension Plan to be effective September 1, 2014, unless otherwise stated, adopted and signed this 11th day of November, 2014.

Employer Trustees







Union Trustees






