SUMMARY PLAN DESCRIPTION
FOR THE
ELECTRICAL CONSTRUCTION INDUSTRY
PENSION PLAN

December 2007

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THIS BOOKLET APPLIES TO EMPLOYEES FOR WHOM CONTRIBUTIONS HAVE BEEN MADE AFTER DECEMBER 31, 2006. DIFFERENT RULES MAY APPLY TO THOSE EMPLOYEES FOR WHOM NO CONTRIBUTIONS WERE MADE TO THE PENSION PLAN AFTER DECEMBER 31, 2006

IMPORTANT TO REMEMBER

Save this booklet.

Tell your family, particularly your spouse, about this booklet and where you keep it filed.

If you lose your copy, you can ask the Pension Plan Office for another.

If you have worked in employment covered by the Plan for five years or more and you are leaving without definite plans to return in the near future, you may be entitled to a pension, payable when you have reached retirement age. To protect your benefit rights for later on, call or write the Pension Plan Office. Arrangements will be made to furnish you with a statement of your benefit rights. The Plan will also file notice with the government so that the Social Security Administration can remind you at a future time of your vested pension rights.

Notify the Pension Plan Office promptly if you change your address. If the Trustees are unable to reach you at your last address on record, the Plan will hold any benefit payments until the payments are claimed.

Nothing in this booklet is meant to interpret or change in any way the provisions expressed in the Plan. Only the full Board of Trustees is authorized to interpret the Pension Plan described in this booklet. No employer or union nor any representative of any employer or union, in such capacity, is authorized to interpret this Plan nor can any such person act as agent of the Trustees. The Trustees reserve the right to amend, modify or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.

As a convenience, the masculine gender has been used throughout the booklet. Wherever it appears in the booklet, it also includes the feminine gender.

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PENSION PLAN

Table of Contents

DEFINITIONS

The following abbreviated definitions of terms used in the Pension Plan may be helpful in understanding the benefits which are provided and your rights under the Plan.

UNION
When reference is made to the Union, it means Local Union No. 494, International Brotherhood of Electrical Workers, AFL-CIO-CLC.

EMPLOYER
If the employer you work for is required to pay contributions to the Pension Plan for hours you work on a job in accordance with a collective bargaining agreement or other written agreement providing for such contributions, it is an Employer under the Plan.

EMPLOYEE
If you work for an employer who is required to pay contributions to the Pension Plan for hours you work on a job in accordance with a collective bargaining agreement or other written agreement providing for such contributions, you are an Employee under the Plan.

COVERED EMPLOYMENT
If you work for an employer who is required to contribute to the Pension Plan for the hours you work in a job covered by a collective bargaining agreement with the Union or other written agreement, you are considered working in Covered Employment.

If your employer participated in the Plan as of June 1, 1976, Covered Employment also means employment for periods prior to the date your employer was first required to make contributions to the Pension Plan which, if performed after the date the employer began contributing to the Plan, would have resulted in contributions being paid to the Pension Plan.

PLAN YEAR
The Plan Year is the 12-month period from June 1 through the following May 31. The Plan Year is used for computing years of Vesting Service and years of Benefit Credit. It is also the fiscal year of the Plan for accounting and governmental reporting.

HOUR OF SERVICE
An Hour of Service is each hour for which an Employer makes a contribution to the Plan on the Employee's behalf.

VESTING SERVICE
Vesting Service is a period of employment that is included in the determination of your eligibility for a pension benefit.

BENEFIT CREDIT
Benefit Credit is earned for your work in Covered Employment. The amount of your pension benefit will be based on the total years of Benefit Credit you have at retirement.

VESTED
You will be vested with a nonforfeitable right to a pension under this Plan if you have (a) five years of Vesting Service and more than one Hour of Service after May 31, 1999 or (b) five or more years of Vesting Service and at least 1/4 year of Benefit Credit after June 1, 1990 or (c) 15 or more years of Benefit Credit including at least 5 years for which contributions were made to the Plan or (d) at least 10 years of future Vesting Service. Future Vesting Service is earned for work after July 31, 1964 (after November 30, 1973 for employees of Kettle Moraine Division).

RETIREMENT
The period after you qualify for a pension under the Plan and start to receive monthly pension payments is considered Retirement. To be considered in retirement, there are certain types of employment which are prohibited. This is explained further on page 24.

ERISA
ERISA means the Employee Retirement Income Security Act of 1974, as amended.

ANSWERS TO QUESTIONS ABOUT YOUR PENSION PLAN

The questions and answers which follow will help you understand the basic provisions of your Pension Plan. Your rights are governed by the actual pension rules contained in the Pension Plan document and by the determinations of the Trustees.

ABOUT THE PLAN

1. **What is the Pension Plan?**

   The Pension Plan is a legal trust fund set up for the purpose of providing retirement benefits. The Trust Agreement originally dated December 16, 1965 and restated June 1, 1977 establishes the Pension Plan. The Trust Agreement and the Pension Plan govern the Plan's operation. In the event of any inconsistency between this booklet and the legal documents governing the Plan, such as the Trust Agreement and the Pension Plan document, the legal documents shall control.

   An Employee's right to benefits and the amount of his benefits, if any, are determined only by the terms of the Plan document that was effective on the Employee's last day of work for which a contribution was made for the Employee.

2. **Who Administers the Plan?**

   A Board of Trustees, which serves without any compensation, acts on behalf of you and your fellow Employees in managing all aspects of the Pension Plan's operations. This Board is made up of Union and Employer representatives whose powers and duties are set forth in the legal document called the Trust Agreement.

3. **Who Pays the Cost of the Pension Plan?**

   The entire cost of the Plan is paid by the participating Employers who contribute to the Pension Plan in accordance with their collective bargaining agreements with the Union. No contributions are required from Employees and none are permitted.

ABOUT BENEFIT CREDIT AND VESTING SERVICE

4. **How do I earn Benefit Credit and Vesting Service?**

   An Employee earns both Benefit Credit and Vesting Service for his work in Covered Employment. However, an Employee could also receive future Vesting Service for: (a) employment with the same Employer which is not in Covered Employment provided the non-Covered Employment immediately precedes or follows Covered Employment with the same Employer and (b) a period of absence from employment provided the absence is less than 12 continuous months.

Benefit Credit is used in the calculation of the amount of your pension benefit. The monthly amount of your pension will be based on the number of Benefit Credits you have. Benefit Credit also is counted in determining eligibility for Early Retirement and Disability Pensions.

Vesting Service is used to establish eligibility for a Normal Pension and to determine when Breaks in Service occur.

5. **How are Benefit Credit and Vesting Service Determined?**

NOTE: There are certain provisions for Employees who are working under the collective bargaining agreement between the Kettle Moraine Division, Electrical Contractors Association, Milwaukee Chapter, and the Union that are different than those described in Questions 5, 6 and 7. See Appendix A, page 26 for additional information concerning Kettle Moraine Employees.

Years of Benefit Credit and Vesting Service are determined depending on your work history as an electrical worker. They are calculated for the following three periods of time:

Before August 1, 1964 - Benefit Credit and past Vesting Service.

Between August 1, 1964 and June 1, 1976 - Benefit Credit and future Vesting Service;

After May 31, 1976 - Benefit Credit and future Vesting Service.

You can never earn more than one year of Vesting Service or one year of Benefit Credit for any Plan Year. In addition, if you are eligible to receive Vesting Service for periods of employment prior to the date contributions were first made on your behalf to the Plan, you cannot earn more than a total of 15 years of Vesting Service for those periods of employment.

Also, it is important to note that the present rules apply to Employees whose Employers joined the Plan before January 1, 2007; different rules may apply to Employees whose Employers join after December 31, 2006.

6. **How are Years of Benefit Credit and Vesting Service Counted Before August 1, 1964?**

To receive Benefit Credit and Vesting Service for periods of employment before August 1, 1964, you must have earned at least 750 Hours of Service for which contributions were made to the Plan between August 1, 1964 and July 31, 1965 or at least 375 Hours of Service if you were totally disabled and unable to work in Covered Employment during any portion of that 12-month period.

If eligible, you will be entitled to 1/4 year of Benefit Credit and 1/4 year of past Vesting Service for each 375 hours in Covered Employment before August 1, 1964. You will be entitled to a maximum of up to four quarters of credit for each calendar year and up to a maximum of 15 years of credit for all work in Covered Employment before August 1, 1964.

The Trustees understand that many Employees may have difficulty establishing their employment history before August 1, 1964 due to the absence of sufficient records. Therefore, in determining your service before August 1, 1964, the Trustees may examine and rely upon Employer records, Association records, Union records, Social Security records or other evidence found acceptable by the Trustees.

7. How are Years of Benefit Credit and Vesting Service Counted Between August 1, 1964 and June 1, 1976?

You receive Benefit Credit and future Vesting Service for any Plan Year between August 1, 1964 and June 1, 1976 in which you earn Hours of Service for which contributions are made to the Plan in accordance with the following schedule:

Hours of Service in a Plan Year	**Benefit Credit and Future Vesting Service**
1,500 or more	1 year
1,125 to 1,499	3/4
750 to 1,124	1/2
375 to 749	1/4
Less than 375	0

Before June 1, 1973, the Plan Years are:

August 1, 1964 through July 31, 1965
August 1, 1965 through July 31, 1966
August 1, 1966 through July 31, 1967
August 1, 1967 through July 31, 1968
August 1, 1968 through August 31, 1969
September 1, 1969 through August 31, 1970
September 1, 1970 through August 31, 1971
September l, 1971 through August 31, 1972
September 1, 1972 through May 31, 1973*

As of June 1, 1973, the Plan Year is the annual period from June 1 through May 31.

*There is a different schedule for the period September 1, 1972 through May 31, 1973. You receive 3/4 year of Benefit Credit and future Vesting Service for 750 or more Hours of Service, 1/2 year for 500 to 749 Hours of Service, 1/4 year for 250 to 499 Hours of Service, and 0 for less than 250 Hours of Service.

8. **How are Years of Benefit Credit and Vesting Service Counted After May 31, 1976?**

After May 31, 1976, years of Benefit Credit and years of future Vesting Service are counted differently.

You earn Benefit Credit in accordance with the schedule in Question 7. Also, effective with the Plan Year beginning June 1, 1986, any Hours of Service in excess of 1,500 will be added to the immediately preceding or following Plan Year so as to maximize Benefit Credit. However, no more than one year of Benefit Credit may be earned in any one Plan Year.

You receive one year of future Vesting Service for each Plan Year after May 31, 1976 in which you earn 750 Hours of Service in Covered Employment for which contributions are made to the Plan. However, you may also receive future Vesting Service for employment after May 31, 1976 that is not Covered Employment if the employment is with the same Employer and immediately precedes or follows the Covered Employment, provided there is no intervening quit, retirement or discharge. Further, if for any reason you leave such non-Covered Employment which is credited as future Vesting Service and you then return to work for the same Employer within 12 months of the date you left, you will receive future Vesting Service for the time you were absent from work.

9. **Are There Any Circumstances Under Which I May Earn Benefit Credit and Vesting Service Although I Work in an Area not Covered by the Plan?**

The Plan offers Employees who move to electrical industry employment outside the area of the Plan a chance to remain covered by the Plan. If you leave employment covered by the Plan for employment covered by another pension plan participating in the I.B.E.W. - Electrical Industry Pension Reciprocal Agreement, you may elect to have contributions transferred to this Plan, provided you have Benefit Credit under this Plan, according to the following rules:

- You must register on the Electronic Reciprocity Transfer System ("ERTS").
- Benefit Credit will be determined according to the contribution rate then in effect for this Plan.

- Vesting Service will be based upon hours worked and reported.

- Vesting Service and Benefit Credit will be credited to the Plan Year in which the hours were worked.

EXAMPLE

Assume you work 1160 hours in the jurisdiction of a reciprocal plan, where the employer's contribution rate is $1.00 per hour, and $1160 is transferred to this Plan. Based on a contribution rate to this Plan of $3.00 per hour (the highest contribution rate available as of June 1, 2007), you will receive credit for 400 hours of work under this Plan ($1160/$2.90=400), or, 1/4 year of Benefit Credit (based on the schedule in Question 7). You will also receive credit for one year of Vesting Service for the 1160 hours that you worked (refer to Question 8).

For further details regarding this arrangement, contact the Pension Plan Office.

10. **Are there any Circumstances under Which I May Earn Benefit Credit and Vesting Service Although I am Not Employed?**

Yes. If you have earned at least 1/4 year Benefit Credit and future Vesting Service after July 31, 1964, you will receive up to a maximum of two years of Benefit Credit and future Vesting Service if you are absent from work after July 31, 1964 because you are unable to work in Covered Employment as the result of disability arising in Covered Employment for which you receive Workmen's Compensation Benefits. However, an Employee is not entitled to nonwork credits for any period during which he receives Vesting Service for work.

You also earn Benefit Credit and future Vesting Service for periods of military service if you leave employment with a participating Employer to perform military service, are entitled to reemployment rights under applicable law and return to employment with any Employer participating in the Plan during the period within which your reemployment rights are guaranteed by law.

If you are absent from Employment after January 1, 1985 due to pregnancy, the birth of your child, the placement of a child for adoption or the care of a child immediately after birth or placement for adoption, the Plan will treat the hours that you would have accrued but for the absence as Hours of Service, solely for the purpose of assuring that you earn 375 Hours of Service in a Plan Year to avoid a Break in Service. You may be required to provide the Trustees with information necessary for the Trustees to establish the purpose of the absence.

If you believe you are eligible for nonwork credits due to maternity/paternity leave, disability or military service, you should notify the Pension Plan Office so that a record can be established for your entitlement to these nonwork credits.

ABOUT BREAKS IN SERVICE

11. **What is a Break in Service?**

A Break in Service occurs if you do not earn any Vesting Service during certain specified periods of time. If you have a Break in Service, you are no longer a participant under the Plan and your accumulated Benefit Credits and years of Vesting Service are cancelled.

12. **Specifically, When Does a Break in Service Occur?**

During the period August 1, 1964 through August 31, 1969, you had a Break in Service if you did not earn Vesting Service in two consecutive Plan Years and were ineligible for a pension benefit immediately following such period under the rules of the Plan then in effect.

During the period September 1, 1969 through May 31, 1976, you had a Break in Service if you did not earn Vesting Service in three consecutive Plan Years and were ineligible for a pension benefit immediately following such period under the rules of the Plan then in effect.

During the period June 1, 1976 through May 31, 1985, you had a Break in Service when the number of consecutive Plan Years in which you did not earn any Vesting Service in each Plan Year equals or exceeds your years of Vesting Service.

After May 31, 1985, you will have a Break in Service when the number of consecutive Plan Years in which you do not earn any Vesting Service in each Plan Year equals or exceeds the greater of five years or your years of Vesting Service.

None of these Break in Service rules will apply if, prior to the years in which you did not earn any Vesting Service, you were already eligible for a pension benefit in accordance with the plan then in effect.

For example: John's work record looks like this:

Plan Year Ending May 31	Hours of Service	Years of Future Vesting Service	One-Year Break
1999	1,200	1	0
2000	1,400	1	0
2001	1,250	1	0
2002	0	0	1
2003	0	0	1
2004	0	0	1

Plan Year Ending May 31	Hours of Service	Years of Future Vesting Service	One-Year Break
2005	0	0	1
2006	0	0	1
Total		3	5

As of June 1, 2006, John has a Break in Service because he has five consecutive one-year breaks, which is greater than his three years of Vesting Service.

13. **Are there any Exceptions to the Break in Service Rules?**

Yes. Certain periods of time will not be counted in determining if a Break in Service has occurred. These periods of time will be considered exceptions if you failed to earn Vesting Service because:

- you were prevented from engaging in Covered Employment due to an illness or injury (however, only two consecutive Plan Years will be excused);
- you were promoted by your Employer to a job not covered by the Plan (this applies only if your promotion occurred after your Employer entered the Plan and before June 1, 1976);
- you left Covered Employment after contributions were made on your behalf for employment with the association, the Union or International Union; or
- you were on maternity or paternity leave after June 1, 1985.

In order to have the benefit of these excused years, you must submit written notice to the Trustees before the date you would otherwise have a Break in Service. You do not need to submit written notice of maternity or paternity leave.

Also, if you experience a Break in Service resulting in the loss of all of your Vesting Service and/or Benefit Credit, the Plan will reinstate the Vesting Service and/or Benefit Credit which had previously been lost provided that:

(a) You received at least one quarter year of Benefit Credit during the period June 1, 1988 through May 31, 1989; and

(b) You had at least one year of Benefit Credit as of May 31, 1989.

YOU CANNOT HAVE A BREAK IN SERVICE AFTER YOU MEET ONE OF THE VESTING REQUIREMENTS FOR A PENSION BENEFIT UNDER THE PLAN.

ABOUT VESTING

14. **What does it Mean to be Vested in a Pension Benefit from the Plan?**

If you are Vested under the Plan, you have a nonforfeitable right to a future benefit. This means you can leave Covered Employment without suffering a permanent Break in Service and upon reaching the appropriate age you are eligible to receive a pension benefit.

15. **What are the Requirements for Vesting?**

You will be Vested and you will not lose your pension rights if you leave Covered Employment after meeting one of the following requirements:

- You have earned 5 years of Vesting Service and more than 1 Hour of Service after May 31, 1999.
- You have earned 5 or more years of Vesting Service and at least 1/4 year of Benefit Credit after June 1, 1990.
- You have earned 10 or more years of future Vesting Service.
- You have earned 15 or more years of Benefit Credit, including at least 5 years of Benefit Credit are attributable to contributions made to the Plan on your behalf.
- You have earned 5 years of Vesting Service and at least one year of Vesting Service after June 1, 1989 and you are not covered by a collective bargaining agreement but contributions are made to the Plan on your behalf.

Note: However, if you have not Vested as of May 31, 1999 and you were not in a position of employment earning Vesting Service on June 1, 1999, you will incur a "one year break" if:

- you do not earn at least 375 Hours of Service in a Plan Year; or
- you work in non-Covered Employment and your absence from Covered Employment equals 12 consecutive months following the earlier of:
    - your Retirement, quit or discharge from employment; or
    - 12 months of continuous absence for any reason other than an approved leave of absence.

The Plan will not recognize Vesting Service earned before the "one year break" when determining whether or not you are Vested until you have earned one year of Vesting Service after the "one year break."

ABOUT PENSION BENEFITS

16. **What Types of Pensions are Provided by the Pension Plan?**

The Pension Plan provides several different kinds of pensions as follows:

(a) A Normal Pension for an Employee who:

(i) is at least age 65;

(ii) is either:

[a] Vested (see Questions 14-15); or

[b] has attained the later of age 65 or the fifth anniversary of his commencement of participation in the Plan and is a participant in the Plan employed in Covered Employment; and

(iii) has terminated Employment; and

(iv) has filed an application for a pension.

(b) An Early Pension for an Employee who:

(i) is at least age 55 but not yet 65;

(ii) is Vested (see Questions 14-15);

(iii) has terminated employment; and

(iv) has filed an application for a pension.

(c) A Disability Pension for an Employee who:

(i) either:

[a] has at least 10 years of Benefit Credit and has a termination of employment after May 1, 1987; or

[b] has at least 5 years of Benefit Credit and sustains an injury on or after June 1, 1980 while on a job for a participating

Employer which caused total and permanent disability within 90 days after the date of injury; and

(ii) has a termination of employment with an Employer as a result of total and permanent disability; and

(iii) has filed an application for a pension.

17. **How Long is a Pension Payable?**

All types of pensions - normal, early and disability - are generally payable for the lifetime of the pensioner. In addition, survivor benefits may be payable after the pensioner's death (see Questions 21-26).

18. **What is the Amount of the Normal Pension?**

On or after January 1, 2002, the monthly amount of your Normal Pension equals the number of years of Benefit Credit you earned after May 31, 1995 multiplied by $92, plus the total years of Benefit Credit you earned prior to June 1, 1995 multiplied by $66.

To qualify for $92 and $66 rates, you must have:

(a) earned at least 1/4 year of Benefit Credit after June 1, 2001 and earned at least 1/2 year of Benefit Credit during each Plan Year within the three-year period June 1, 1998 through May 31, 2001; or

(b) left Covered Employment and returned to employment after fewer than three Plan Years during which you did not earn any Benefit Credit and you earned at least 1/4 year of Benefit Credit after June 1, 2002 and at least 1/2 year of Benefit Credit during each Plan Year within the three-year period June 1, 1999 through May 31, 2002; or

(c) left Covered Employment and returned to employment after fewer than three Plan Years during which you did not earn any Benefit Credit and you earned at least 1/4 year of Benefit Credit after June 1, 2003 and at least 1/2 year of Benefit Credit during each Plan Year within the three-year period June 1, 2000 through May 31, 2003.

If you do not satisfy (a) through (c) above and you return to Covered Employment after May 31, 1999 after one or more Plan Years during which you failed to earn any Benefit Credit, your benefit rate for Benefit Credit earned after you return to Covered Employment will be multiplied by $92.

If you first become a participant after May 31, 2001, your benefit rate will equal your total years of Benefit Credit earned after May 31, 2001 multiplied by $92.

If you do not qualify for the $92 rate, please contact the Pension Plan Office for information on the benefit rate for which you are qualified. Also, if the contribution rate being paid to the Plan on your behalf is different from the rate paid on Inside Wiremen, the benefit rate for each year of Benefit Credit earned before June 1, 1991 will be $37 and the rate for Benefit Credit earned after May 31, 1991 will not equal the above rates - contact the Pension Plan Office for further information.

NOTE: If you are married, your pension benefit will be paid in the form of a 50% Husband and Wife Annuity unless you elect otherwise and your spouse consents in writing to your alternate form of payment. The 50% Husband and Wife Annuity amounts are somewhat lower than the Normal Pension amounts shown in the preceding example. For more information on the 50% Husband and Wife Annuity, see Question 22.

19. **What is the Amount of the Early Pension?**

The monthly amount of your Early Pension is determined by, first, calculating the amount of the Normal Pension to which you would be entitled if you were age 65, based on your years of Benefit Credit and your applicable benefit rate at the time of early Retirement. You may elect to begin receiving your Early Pension on the first day of any month following the month you have attained age 55 and terminate employment. The amount of your Early Pension will be determined as follows:

(a) You will be eligible for an unreduced pension equal to your Normal Pension if payment of your Early Pension begins at or after age 62.

(b) If payment of your Early Pension benefit begins before age 62 but at or after age 55, your normal pension benefit will be reduced by 1/4 of 1% for each full month (i.e., 3% for each full year) payments are made before the first month immediately following your 60th birthday and 1/12 of 1% for each full month (i.e., 1% for each full year) payments are made after you attain age 60 and before the first month immediately following your 62nd birthday.

If you choose to receive your Early Pension in a form other than a Monthly Income for Life, the monthly amount of your pension will be actuarially adjusted.

EXAMPLE

Assume you are age 61 and your Normal Pension amount is $1,800 at age 65.

If you decide to retire upon attaining age 61, your Normal Pension would be reduced by 1%. Your Early Pension would be $1,782 ($1,800 - 1% = $1,782).

The resulting figure for the Early Pension benefit is payable for life starting at age 61.

NOTE: If you are married, your pension benefit will be paid in the form of a 50% Husband and Wife Annuity which results in a lower amount unless you reject this form of payment and your spouse consents in writing to your alternate form of payment. For more information on the 50% Husband and Wife Annuity, see Question 22.

20. What is the Amount of the Disability Pension?

The monthly amount of the Disability Pension is the greater of $50 or your Normal Pension amount. There is no reduction in benefit amount because you are younger than age 62. It is payable for life, assuming, of course, that you remain totally disabled. Your Disability Pension starts on the first day of the month which follows the later of (a) six months from the date you become disabled or (b) the date you file your application.

However, Disability Pension payments will stop if you are no longer disabled or if you refuse to take a medical examination when asked to by the Trustees. The Trustees may ask you to take two examinations per calendar year.

If you choose to receive your Disability Pension in an amount other than a Monthly Income for Life, the monthly amount of your pension will be actuarially adjusted.

Disability is defined as a physical or mental condition which, in the judgment of the Trustees, will totally and presumably permanently prevent an Employee from engaging in employment or gainful pursuit in the electrical industry or as a craftsman in any building trades industry. You must provide the Trustees with MEDICAL EVIDENCE OF YOUR TOTAL AND PERMANENT DISABILITY. If you are disabled, you will not be deemed to engage in employment in the electrical industry or as a craftsman in any building trades industry if you are working as an instructor in an apprenticeship program recognized by the Trustees or as an electrical inspector for a governmental authority for which contributions are not made on your behalf to the Plan.

NOTE: If you are married, your Disability Pension will be paid in the form of a 50% Husband and Wife Annuity which results in a lower amount, unless you reject this form of payment and your spouse consents in writing to your alternate form of payment. For more information on the 50% Husband and Wife Annuity, see Question 22. If you and your spouse reject the 50% Husband and Wife Annuity, no pension benefits will be paid after your death.

ABOUT SURVIVOR BENEFITS AFTER RETIREMENT

21. **Does the Plan Pay any Benefits Upon the Death of a Pensioner?**

Yes, there are two types of survivor benefits payable after Retirement: a 50% Husband and Wife Annuity and a guarantee of 60 certain payments. As required by ERISA, a pension for a married Employee is automatically payable as a Husband and Wife Annuity unless the participant, with spousal consent, rejects it.

22. **What is the 50% Husband and Wife Annuity?**

If you are married when you retire, your pension benefit is automatically payable in the form of a 50% Husband and Wife Annuity unless you reject this form of payment and your spouse consents in writing to an alternate form of payment. Under this arrangement, the amount of the monthly benefit payable to you is a percentage of the amount that you would have received in the form of a Monthly Income for Life. In exchange, upon your death, 50% of the reduced benefit amount you were receiving will be paid to your surviving spouse for your surviving spouse's life.

The amount of reduction in your benefit will be 6% if you are eligible for a non-Disability Pension and 11.5% if you are eligible for the Disability Pension. Your benefit will be further reduced by 0.4% for each year that your spouse is younger than you and increased by 0.4% for each year that your spouse is older than you. In no event, however, will the amount of your reduction or increase exceed 100%.

Early Retirement Reduction - In addition to the above-noted reductions, your benefit will be reduced further if you are eligible for an Early Pension and you begin to receive your pension benefit before age 62 (see Question 19).

EXAMPLE

Jerry retires at age 65 and is eligible for a Normal Pension payable in the Monthly Income for Life form of $1,800 per month and his wife is also age 65. His monthly benefit under the 50% Husband and Wife Annuity is determined by reducing the Normal Pension by a factor based on his age and the age of his spouse. In this case, the actuarial factor is 94% (or, a reduction of 6%). Therefore, the 50% Husband and Wife Benefit would be $1,692 a month. This amount is payable to Jerry for his lifetime. If his wife is living at the time of his death, she will receive a monthly benefit of half this amount ($846) for the remainder of her lifetime.

23. **How Can I Make a Decision about Whether to Have My Pension Paid in the 50% Husband and Wife Form?**

When you apply for a pension, you will receive from the Pension Plan Office a written explanation of the terms and conditions of the optional forms of pension benefits and the financial effect of an election or failure to elect an optional form, which will give you a comparison of the benefits available to you so that you can make an informed decision. The written explanation must be provided no less than 30 days and no more than 180 days before your pension's effective date. You may, with the written consent of your spouse, waive the 30-day requirement in writing.

You will have up to the effective date of your pension to decide whether or not you want your pension paid as a 50% Husband and Wife Annuity. You can make a choice or change a previous election by completing, signing and returning the election form to the Pension Plan Office before your pension payments begin. Once you begin to receive pension benefits, you may not change the form in which your pension benefits are paid unless you begin to receive a Disability Pension prior to age 55. If you begin to receive a Disability Pension prior to age 55, you will be required at age 55 to again elect whether you wish to receive your pension benefits as a Monthly Income for Life or as a 50% Husband and Wife Annuity. Also, remember that your spouse must consent in writing to any form of payment other than a 50% Husband and Wife Annuity.

24. **What if My Spouse Dies Before My Pension Begins?**

The Husband and Wife Annuity is not available as a form of benefit if your spouse dies before your pension begins. In addition, you must have been married for at least one year before your pension begins to receive the Husband and Wife Annuity to be effective.

25. **What if My Spouse Dies After My Pension Begins?**

If your spouse dies before you do and after your pension has begun, the Husband and Wife Annuity cannot be changed. You will continue to receive the reduced benefit amount and upon your death, no further payments will be made to anyone.

26. **What Survivor Benefits are Provided Under the 60 Certain Payments?**

Under the 60 Certain Payments, if you die before you receive 60 monthly pension payments, your pension will be continued to your spouse or children who are less than 19 years of age until a total of 60 monthly pension payments (including the payments to the pensioner) have been made.

To be eligible for the 60 Certain Payments, you must have:

- retired on a Normal or Early Pension (Disabled Pensioners are not eligible);

- a spouse or dependent child who is less than 19 years of age; and

- rejected (or been ineligible for) the 50% Husband and Wife Annuity.

If you do not have a surviving spouse but have a child or children who are less than 19 years of age, your monthly benefit will be continued to your child(ren) in equal shares until 60 payments in all have been made. If a surviving spouse or child begins to receive payment under this guarantee and dies before 60 monthly pension benefits are made, no further payments will be made to anyone.

27. **How Do The Direct Rollover Rules Apply to the Survivor Benefit?**

If your surviving spouse is eligible to receive a surviving spouse benefit under the 60 Certain Payments, your surviving spouse may elect to receive this payment:

- In a direct rollover to an IRA or eligible employer retirement plan that accepts the rollover;

- In a check payable directly to your surviving spouse; or

- In a combination of the above, provided the amount payable in a direct rollover must equal at least $200.

If your surviving spouse elects payment in a direct rollover, no income tax will be withheld at the time of rollover and the payment will not be taxed at the time of rollover. The taxable portion of the payment will be taxed later when your surviving spouse takes it out of his or her IRA or eligible employer retirement plan. If your surviving spouse chooses to have the benefit paid directly to him or her, the following rules apply:

- Federal law requires the Board of Trustees to withhold 20% of the payment and send it to the Internal Revenue Service as income tax withholding, which means that your surviving spouse will receive a payment of only 80% of the benefit.

- The payment will be taxed in the current year unless your surviving spouse rolls it over to an IRA or eligible employer retirement plan within 60 days of receiving the payment. The amount rolled over will not be taxed until it is taken out of the IRA or eligible employer retirement plan.

- If your surviving spouse wants to roll over 100% of the payment to an IRA or eligible employer retirement plan, he or she must find other funds to replace the 20% that was withheld as income tax withholding. If he or she rolls over only the 80% that he or she actually received, your surviving spouse will still be taxed on the 20% that was withheld and not rolled over.

The Pension Plan Office will provide your surviving spouse with more information about the direct rollover rules if he or she is eligible to elect a direct rollover.

28. **Will My Spouse Receive Any Survivor Benefits if I Had Begun to Receive Disability Pension Benefits, but Die Before Age 55?**

If you had begun to receive Disability Pension benefits, but die before attaining age 55, the amount and form of benefit to be paid to your spouse will depend on the form of benefit you were receiving prior to your death:

(a) <u>Monthly Income for Life</u>. If you were receiving your pension in the form of a Monthly Income for Life and you die prior to making the election described in Question 23 at or after age 55 and you and your spouse were married throughout the 12-month period immediately preceding your death, the Plan will pay your spouse a monthly benefit for life equal to 50% of the monthly benefit you would have been entitled to receive as an Early Pension under the 50% Husband and Wife Annuity. Such benefits shall commence at such time as elected by your spouse, but not prior to the later of the following: (1) the first day of the month following your death; or (2) the first day of the month following the month you would have attained age 55.

(b) <u>50% Husband and Wife Annuity</u>. If you were receiving your pension benefit in the form of a 50% Husband and Wife Annuity and you die prior to making the election described in question 23 and you and your spouse were married throughout the 12-month period immediately preceding your death, the Plan will pay your spouse a monthly benefit for life equal to the greater of 50% of the amount you were receiving as of your death or the benefit calculated in Question 28(a) above.

28. **What if My Spouse and I Become Divorced?**
If you have begun to receive your pension and you and your spouse later become divorced, and if your former spouse survives you, he or she will be entitled to the same benefit he or she would have been awarded as a surviving spouse, unless a Qualified Domestic Relations Order provides otherwise.

ABOUT SURVIVOR BENEFITS BEFORE RETIREMENT

30. **Are There any Survivor Benefits if an Employee Dies Before Going on Pension?**

Yes, there are two types of survivor benefits:

(a) There are survivor benefits for a surviving spouse of an Employee who dies before pension benefits begin, provided that:

- the Employee was Vested (as described in Questions 5, 6, 7 and 8) before he stopped working for a contributing Employer;
- the Employee was employed in Covered Employment for at least one hour after May 31, 1976;
- the Employee dies on or after August 23, 1984 and before he begins to receive pension benefits from the Plan; and
- the Employee is survived by a spouse to whom he has been married for the full year immediately preceding his death.

The amount of the surviving spouse benefit depends upon whether the Employee was at least 55 years old as of his or her death. If the Employee was at least 55 years old as of his or her death, the surviving spouse's monthly pension benefit will equal 50% of the monthly benefit that the Employee would have been entitled to receive in the form of a 50% Husband and Wife Annuity as of the date his surviving spouse commences receipt of her pension benefit. If the Employee died before attaining age 55, the amount of the surviving spouse's monthly pension benefit shall equal 50% of the amount the Employee would have been entitled to receive in the form of a 50% Husband and Wife Annuity as of the first day of the month following the Employee's 55th birthday considering only the Benefit Credit earned by the Employee prior to the date of death.

Payment of the monthly pension benefit to a deceased Employee's spouse shall begin at the time elected by the spouse and the last payment shall occur on the first day of the month in which the surviving spouse dies. (Questions and examples of the Husband and Wife Annuity begin on page 16.)

If the eligible Employee had no surviving spouse or if he had not been married for the full year preceding his death, however, he had

- accumulated 5 or more years of Vesting Service and at least 1/4 year of Benefit Credit after June 1, 1990 or had accumulated

15 or more years of Benefit Credit or was eligible for the Normal Pension (described in Question 16) and

- he died on or after June 1, 1980 and either before his last day of employment or after his last day of employment, but before he had begun to receive pension benefits from the Plan,

a death benefit will be payable in a lump sum to the surviving spouse or, if none, in equal shares to any surviving children who are less than 19 years of age.

The amount of a death benefit will be the greater of:

- 50% of the contributions made to the Plan on behalf of the Employee; or

- the present value of 60 payments, each equal to the monthly pension amount the Employee was eligible for at the time of death.

(b) The Plan provides a death benefit for an Employee who dies:

- as the direct result of an injury sustained while on the job for a contributing Employer; and

- within 180 days of the injury.

The surviving spouse shall receive a monthly pension benefit for life as of the first day of the month following the Employee's Normal Retirement Date. The benefit amount is 50% of the Normal Pension amount calculated as if the Employee had earned one Benefit Credit during the Plan Year of his death plus each Plan Year thereafter until the Plan Year in which he would have reached age 65 or, if later, his age in the tenth year of his participation.

A surviving spouse who is eligible to receive a death benefit as described in 28(b) is not eligible to receive a benefit as described in 28(a).

There are no survivor benefits payable for an Employee who dies without a surviving spouse or child(ren) who is less than 19 years of age.

ABOUT APPLYING FOR A PENSION

31. **How do I get a Pension Application?**

You can get a pension application by writing, calling or visiting the Pension Plan Office at the address shown on the first page of this booklet. If you need any help in filling out your pension application, the staff at the Pension Plan Office will assist you.

32. **When Should I Apply for My Pension?**

You should file your application with the Trustees at the address of the Pension Plan Office in advance of the first month you expect your pension benefit to begin. While the rules require pension applications to be filed in advance of the month the pension begins, you are urged to file as soon as you decide on your intended Retirement date. Early filing will avoid delay in the processing of your application and payment of benefits.

Payment of pension benefits shall begin no later than the April 1 following the calendar year in which you attain age 70½ , if you attain such age after December 31, 1988.

33. **Must I Submit Proof of Age with My Pension Application?**

Yes. Instructions describing the types of acceptable proof of age will be given to you with your application. If you want your pension paid as a Husband and Wife Annuity, you will be asked to submit proof of your spouse's age and proof of your marriage.

34. **Who will Decide if I am Eligible for a Pension?**

The Board of Trustees, who are bound by the rules of the Pension Plan. The Trustees have sole discretion to decide if you meet the eligibility requirements for a pension after reviewing the documents you submit with your application and in interpreting the Plan rules.

35. **How Does a Beneficiary File for a Survivor Benefit?**

As soon as possible after the death of an Employee or pensioner, the spouse, or, if none, any dependent children, should contact the Pension Plan Office to request instructions about filing an application for benefits. A copy of the death certificate for the Employee or pensioner will be requested.

ABOUT APPEAL OF DENIAL OF BENEFITS

36. **How will I Know if My Pension Application is Denied?**

If your application for a pension is denied, you will be informed in writing of the denial. You will also be told the reason for the denial and the way in which you can appeal the Trustees' decision. An applicant who has not received a decision within 90 days of the time his completed application (including all proof required) is submitted may request a review of his claim. There are special circumstances under which you may not be notified of a decision until 180 days after application, but to protect your rights, you should contact the Pension Plan Office if you have not heard from the Plan within 90 days.

37. **If my Application is Denied, Do I Have the Right to Appeal?**

Yes. You (or your authorized representative) simply file a written appeal with the Pension Plan Office no later than 60 days after you receive the notice of denial. You also have a right to review pertinent documents and to submit comments in writing.

The Board of Trustees will promptly review your application and appeal. It will advise you of its decision in writing giving specific reasons for the decision with specific references to pertinent provisions of the Plan on which the decision is based. This written decision will be sent to you not later than 60 days after its receipt of your written appeal, unless special circumstances require an extension of time for processing the appeal or obtaining more information or conducting an investigation of the facts. In no event will the written decision be sent later than 120 days after receipt by the Trustees of your written appeal.

In the event a claim for benefits is denied, no lawsuit or other action against the Plan or the Board of Trustees may be filed until the decision has been appealed in accordance with the procedures described in this section. Further, in the event a claim has been submitted for review in accordance with these procedures and the claim has again been denied, no lawsuit or other action against the Plan or the Board of Trustees may be filed after 180 days (or such other time period required by law) from the date you have been given written notice of the Trustee's decision on appeal.

The law provides that the decision of the Board of Trustees is the final decision and shall be binding unless determined to be arbitrary or capricious by a court having jurisdiction over such matter.

ABOUT RETIREMENT

38. **What Does Retirement Mean?**

The period after you qualify for a pension under the Plan and start to receive monthly benefits is considered Retirement. To be considered in Retirement, there are certain types of employment which are prohibited as explained in Question 40.

39. **Is Retirement Compulsory at Age 65 or Any Time?**

No. Retirement is not compulsory at any age.

40. **What Happens if After I Retire I Start Working at a Job Prohibited by the Plan?**

If, after you retire and begin receiving benefits, you work in employment prohibited by the Plan, you lose your pension for the particular months you work. You must, in writing, notify the Board of Trustees that you are working in prohibited employment. Any pension checks you receive during this time should be returned promptly. If you do not return these pension checks, the Trustees are entitled to recover these payments by either withholding future payments you become entitled to or by taking legal action against you.

When you retire again, you must apply to commence your pension before your pension benefits can begin again.

41. **What is Prohibited Employment?**

Prohibited employment before attaining age 65. During periods before you attain age 65, if your pension benefit begins after December 31, 1997, you are working in prohibited employment, if you are employed or self-employed in work regularly performed by electrical workers or by any building trades craftsmen.

If your pension benefit began before January 1, 1998 and you are not yet age 65, you are working in prohibited employment if you are employed by a contributing Employer or employed or self-employed in the State of Wisconsin*:

- In the same or related business as any contributing Employer; or
- In work regularly performed by electrical workers or by any building trades craftsmen.

Prohibited employment between ages 65 and 70½. During periods after you attain age 65 and before you attained age 70½ You are working in prohibited employment at or after age 65 and before age 70½ if you work 40 or more hours per month and are employed or self-employed in the State of Wisconsin*:

- in the same industry in which Employees were employed and accruing benefits under the Plan at the time pension benefits began or would have begun if you had not remained in or returned to such work; and
- in the same trade or craft in which you were employed at any time while covered by the Plan or supervisory activities relating to such trade or craft (this shall include any job or occupation using the same skill or skills).

An hour of work for the purposes of the 40-hour requirement will include work hours and nonwork hours for which you are paid and for which federal law requires the Plan to give you credit towards Vesting Service if the work were performed for an Employer. This does not include hours for which back pay is due.

After age 70½ you can work anywhere and still receive your pension.

* This rule does not apply if you are working as an instructor in an apprenticeship program or as an electrical inspector for a governmental authority for which contributions are not made on your behalf to the Plan.

42. If I Return to Work in Covered Employment, Will My Pension Benefit Be Recalculated When I Retire Again?

If you return to work in Covered Employment, your pension will be recalculated upon your subsequent Retirement. The amount of the benefit will be calculated on the basis of Benefit Credit prior to, as well as during, employment and will be actuarially reduced to take into account any payments you previously received.

43. If I work at a Job NOT Prohibited by the Plan, May I Continue Receiving My Pension?

If you work at a job which is not considered prohibited employment, you may continue to receive your monthly pension checks as usual. If you are not sure whether a job you are considering is prohibited, check with the Pension Plan Office.

44. If I Owe Money, Can I Sign Over My Rights to My Pension?

You may not assign, pledge or otherwise dispose of your pension. The terms of the Plan clearly prohibit these actions. However, in the case of an overpayment or mistaken payment by the Plan to an individual who is not entitled to payment, the Plan may reduce future payments by the amount of the mistaken payments. The Plan may also seek to recover mistaken payment in any other manner the Plan chooses.

APPENDIX A

Kettle Moraine Division
Rules of Participation

Under the provisions of the Plan as it existed prior to June 1, 1976, the Trustees accepted the Employees covered under a collective bargaining agreement between the Kettle Moraine Division, Electrical Contractors Association, Milwaukee Chapter and the Union for participation in the Plan. All of the terms and conditions of the Plan shall apply to such Employees, except as described below:

Years of Benefit Credit and Vesting Service.

Past Vesting Service and Benefit Credit is credited for Plan work before contributions to the Plan first became payable for Kettle Moraine Employees. To be eligible, an Employee must not be eligible for Vesting Service or Benefit Credit before August 1, 1964 based on employment with a contributing Employer other than under the Kettle Moraine Division, and:

1. Must have worked at least 750 hours for which contributions were made to the Plan between December 1, 1973 and November 30, 1974 ;

2. Contributions must be made to the Plan on the Employee behalf for the number of Hours of Service specified in question 6 during the period December 1, 1973 to November 30, 1974 for employment within the jurisdiction of the Kettle Moraine Division, Electrical Contractors Association, Milwaukee Chapter.

3. As of September 1, 1991, the Employee must have earned 15 or more years of Benefit Credit for employment within the jurisdiction of the Kettle Moraine Division, Electrical Contractors Association, Milwaukee Chapter, and contributions must have been made to the Plan for the number of Hours of Service specified in question 6 during the period December 1, 1973 to November 30, 1974 for employment regardless of whether the employment was within or outside the jurisdiction of the Kettle Moraine Division, Electrical Contractors Association, Milwaukee Chapter.

All provisions of the Plan relating to employment with an Employer before August 1, 1964 shall apply with respect to employment with a contributing Employer within the Kettle Moraine Division prior to December 1, 1973.

However, an Employee who is eligible for past Vesting Service between August 1, 1964 and December 1, 1973 as a result of employment under the Kettle Moraine Division but who has a Break in Service between August 1, 1964 and November 30, 1973 under the Plan (see Question 11) shall not have his Vesting Service restored prior to any such break.

An Employee shall be credited with years of Benefit Credit and future Vesting Service for Hours of Service under the Kettle Moraine Division as outlined in Question 7 except that an Employee is not entitled to Benefit Credit or Vesting Service for any periods for which he has already received credit under the Plan.

IMPORTANT FACTS ABOUT THE PLAN

The following information provides important facts about the Plan which you should know.

1. **Name of Plan**. This Plan is known as the Electrical Construction Industry Pension Plan.

2. **Board of Trustees**. A Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of Employer and Union representatives selected by the Association and the Union which have entered into collective bargaining agreements which relate to this Plan. If you wish to contact the Board of Trustees, you may use the address and the telephone number below:

Board of Trustees
Electrical Construction
Industry Pension Plan
Two Honey Creek Corporate Center
115 South 84th Street, Suite 110
P.O. Box 14277
Milwaukee, WI 53214
414-778-0068

As of November 2007, the Trustees of this Plan are:

3. **Plan Sponsor and Administrator**. The Board of Trustees is both the Plan Sponsor and Plan Administrator.

4. **Identification Numbers**. The number assigned to the Plan by the Board of Trustees pursuant to instructions of the Internal Revenue Service is 002.

   The number assigned to the Board of Trustees by the Internal Revenue Service is 39-1291994.

5. **Agent for Service of Legal Process**. Beth Iding is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon Ms. Iding at Two Honey Creek Corporate Center, 115 South 84th Street, Suite 110, Milwaukee, WI 53214, or upon any of the Trustees at the Pension Plan Office address.

6. **Collective Bargaining Agreements**. This Plan is maintained pursuant to collective bargaining agreements between the Employer Association and the Union.

   The Pension Plan Office will provide you, upon written request, information as to whether a particular Employer is contributing to the Plan on behalf of Employees working under the collective bargaining agreements.

7. **Source of Contributions**. The benefits described in this booklet are provided through Employer contributions. The amount of Employer contributions and the Employees on whose behalf contributions are made are determined by the provisions of the collective bargaining agreements.

8. **Pension Plan's Assets and Reserves**. All Assets are held in trust by the Board of Trustees for the purpose of providing benefits to eligible participants and defraying reasonable administrative expenses.

9. **Plan Year**. The records of the Plan are kept separately for each Plan Year. The Plan Year begins on June 1 and ends on May 31.

10. **Type of Plan**. The Plan is a multiemployer defined benefit plan maintained for the purpose of providing Retirement benefits to eligible participants.

11. **Eligibility and Benefits**. The types of benefits provided and the Plan's requirements with respect to eligibility, as well as circumstances that may result in disqualification, ineligibility or denial or loss of any benefits are fully described in this booklet.

12. **Pension Benefit Guaranty Corporation**. Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation ("PBGC"),a federal insurance agency. A multiemployer plan is a collectively

bargained pension arrangement involving two or more unrelated Employers, usually in a common industry.

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

The maximum benefits that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $5 of the monthly benefit accrual rate; and (2) 75% of the next $15. The PBGC's maximum guarantee limit is $16.25 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $5,850.

The PBGC guarantee generally covers: (1) normal and early Retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

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

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the Federal Relay Service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov. Retirement

13. **Qualified Domestic Relations Orders ("QDRO")**. A QDRO is a court order established in situations of divorce which requires payments from your benefits to your former spouse or dependents. A QDRO may affect the amount of benefits you will receive or are receiving. If you have questions about QDROs or would like to receive a copy of the Plan's QDRO procedures, please contact the Pension Plan Office.

14. **Rights and Responsibilities**. As someone who is eligible for benefits from this Plan, you are, no doubt, aware of the fact that the benefits are paid in accordance with Plan provision out of a trust fund which is used solely for that purpose. If

you have had any questions or problems as to benefit payments, you have had, as you know, the right to get answers from the Trustees who administer the Plan.

The same basic rights have been incorporated in the Employee Retirement Income Security Act, which Congress adopted in 1974, for application to all benefit plans. Those rights are set forth in the following section.

15. **Continuance of Plan**. It is intended that the Plan continue indefinitely and meet any foreseeable situations that may occur. To protect against any unforeseen situations, however, the Trustees reserve the right to change or terminate the Plan. Also, the Plan will terminate if every participating Employer withdraws from the Plan (mass withdrawal). If it becomes necessary to discontinue the Plan, the assets of the Plan must be used for the exclusive benefit of participants, former participants and beneficiaries and to pay the administrative expenses of the Plan. As of the Plan's termination date, you will be fully Vested in the benefit you have earned to that time to the extent that this benefit is funded. In connection with the Plan termination, you should also review the information in paragraph 12, Pension Benefit Guaranty Corporation.

STATEMENT OF RIGHTS UNDER EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

As a participant in the Electrical Construction Industry Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's Office and at other specified locations, such as worksites and Union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required, by law, to furnish each participant with a copy of this Summary Annual Report.

Obtain a statement telling you whether you have a right to receive a pension at normal Retirement age (age 65 or, if later, your age on the tenth anniversary of your participation) and, if so, what your benefits would be at normal Retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than every twelve (12) months. The Plan must provide the statement free of charge. The Plan will provide this information to the extent it is able to be based on available records.

Prudent Actions By Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Pension Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your Union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W. Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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