



SUMMARY PLAN DESCRIPTION FOR THE ELECTRICAL CONSTRUCTION INDUSTRY PENSION PLAN

December 2020

**ELECTRICAL CONSTRUCTION INDUSTRY
PENSION PLAN**

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THIS SUMMARY PLAN DESCRIPTION DESCRIBES THE
PLAN'S PROVISIONS AS OF JUNE 2020. YOU SHOULD
REFER TO PRIOR SUMMARY PLAN DESCRIPTIONS TO IDENTIFY
PLAN PROVISIONS THAT APPLIED BEFORE JUNE 2020.

INTRODUCTION

The Electrical Construction Industry Pension Plan (the "Plan") has been established pursuant to a collective bargaining agreement ("collective bargaining agreement") entered into between your Employer and Local Union No. 494, International Brotherhood of Electrical Workers, AFL-CIO-CLC (the "Union"). The purpose of the Plan is to provide retirement and other benefits for eligible employees.

Save this booklet. This booklet is called a Summary Plan Description ("SPD") and it will explain important features of the Plan. Tell your family, particularly your spouse, about this SPD and where you keep it filed. If you lose your copy, you can request another copy by contacting the Plan Administrator's office.

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 future benefit rights, call or write the Plan Administrator's 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 Plan Administrator's office promptly if you change your address. If the Trustees cannot reach you at your last address on record, the Plan will hold any benefit payments until the payments are claimed.

Nothing in this SPD is meant to interpret or change in any way the provisions expressed in the Plan. The Plan document is written in technical and precise terms and is designed to comply with legal requirements. If the summary nontechnical language of the SPD and the technical legal language of the Plan conflict, the Plan document will control. You may review the Plan document by contacting the Plan Administrator's office.

Only the Board of Trustees is authorized to interpret the Plan described in this SPD. The Trustees' interpretation will be final and binding on all persons dealing with the Plan or claiming benefits from the Plan. 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. If a decision of the Trustees is challenged in court, it is the intention of the parties that such decision shall be upheld unless it is determined to be arbitrary or capricious. The Trustees reserve the right to amend, modify or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.

This SPD is not intended to provide you with tax advice regarding your benefits. You should consult an attorney or tax advisor if you have questions about how your benefits will be taxed under state and federal laws.

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

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DEFINITIONS

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

ASSOCIATION

The Electrical Contractors Association, Milwaukee Chapter, N.E.C.A., Inc., which represents Employers in collective bargaining negotiations with the Union.

BENEFIT CREDIT

Benefit Credit is earned for your period of work in Covered Employment. In addition, the amount of your pension benefit for Plan Years before June 1, 2018 is calculated based on the total years of Benefit Credit you have at retirement. On and after June 1, 2018, Benefit Credit is used for determining your eligibility for a pension benefit.

COVERED EMPLOYMENT

If you work for an Employer who is required to contribute to the Plan on your behalf for the hours you work in a job covered by a collective bargaining agreement with the Union or other written agreement, you are 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 Plan which, if performed after the date the Employer began contributing to the Plan, would have resulted in contributions being paid to the Plan.

EMPLOYEE

If you work for an Employer who is required to pay contributions to the Plan on your behalf for the 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.

EMPLOYER

If the employer you work for is required to pay contributions to the 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.

ERISA

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

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. For Plan Years beginning June 1, 2018 or later, you must have at least 375 Hours of Service to accrue pension benefits.

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, years of Benefit Credit, and Hours of Service. It is also the fiscal year of the Plan for accounting and governmental reporting.

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 that are prohibited. This is explained in further detail beginning on page 30 of this SPD.

UNION

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

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 375 Hours of Service after June 1, 1990.

You will also be Vested if you have (a) 15 or more years of Benefit Credit including at least 5 years for which contributions were made to the Plan on your behalf or (b) at least 10 years of future Vesting Service. Future Vesting Service is Vesting Service earned for work after July 31, 1964 (after November 30, 1973 for employees of Kettle Moraine Division). Past Vesting Service is Vesting Service earned for work before August 1, 1964 (before December 1, 1973 for employees of the Kettle Moraine Division).

VESTING SERVICE

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

ANSWERS TO QUESTIONS ABOUT YOUR PENSION PLAN

The questions and answers that follow will help you understand the basic provisions of the Plan. It is important that you understand the Plan's requirements and the benefits it may provide for you and your beneficiaries. Your rights are governed by the actual provisions contained in the Plan document, a companion Trust Agreement and by the determinations of the Trustees.

ABOUT THE PLAN

1. What is the Plan?

The 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 Plan. The Trust Agreement and the Plan document are legal documents that govern the Plan's operation. In the event of any inconsistency between this SPD and the legal documents governing the Plan, 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 is Covered by the Plan?

In general, each Employee of an Employer on whose behalf a contribution is due becomes a Plan participant on the first day of the Plan Year in which the Employee has at least 375 Hours of Service.

3. Who Administers the Plan?

A Board of Trustees (also referred to as the "Trustees"), which serves without any compensation, acts on behalf of you and your fellow Employees in managing all aspects of the Plan's operations. The Board of Trustees is made up of Union and Employer representatives whose powers and duties are set forth in the Trust Agreement.

4. Who Pays the Cost of the Plan?

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

ABOUT BENEFIT CREDIT AND VESTING SERVICE

5. How do I earn Benefit Credit and Vesting Service?

An Employee earns Benefit Credit for his work in Covered Employment. For Plan Years before June 1, 2018, Benefit Credit is used to calculate the amount of your pension benefit.

Benefit Credit also is counted in determining eligibility for certain pension benefits.

Vesting Service is used to establish eligibility for a pension and to determine when Breaks in Service occur. An Employee earns 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.

6. 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 (the "Kettle Moraine Division"), and the Union that are different than those described in Questions 6, 7 and 8. See Appendix A for additional information concerning Kettle Moraine Division Employees.

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

- 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.

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

To receive Benefit Credit and past 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 on your behalf between August 1, 1964 and July 31, 1965 or, at least 375 Hours of Service if it was established to the satisfaction of the Trustees that you were totally disabled and unable to work in Covered Employment during any portion of that 12-month period.

If you are eligible under the terms of the preceding paragraph, you will be entitled to 1/4 year of past Vesting Service for each 375 hours of work in Covered Employment before August 1, 1964. You will be entitled to a maximum of up to four quarters of past Vesting Service for each calendar year and up to a maximum of 15 years of past Vesting Service 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.

8. 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 on your behalf 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

Note: However, for the period of September 1, 1972 through May 31, 1973 the following schedule shall apply:

Hours of Service in a Plan Year	Benefit Credit and Future Vesting Service
750 or more	3/4 year
500 to 749	1/2
250 to 499	1/4
less than 250	0

Before June 1, 1973, the Plan Years were as follows:

- 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 1, 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.

9. 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 following schedule:

Hours of Service in a Plan Year	Benefit Credit
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

For each Plan Year beginning June 1, 1986 but before June 1, 2018, any Hours of Service you have in excess of 1,500 will be added to either the immediately preceding or following Plan Year so as to maximize your earned years of Benefit Credit in those Plan Years. However, no more than one year of Benefit Credit may be earned in any one Plan Year and, effective June 1, 2018, no Hours of Service may be carried forward to Plan Years after May 31, 2018.

You will receive one year of future Vesting Service for each Plan Year in which you earn 750 or more Hours of Service in Covered Employment for which contributions are made to the Plan on your behalf. You may also receive future Vesting Service for employment after May 31, 1976 that is not considered 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.

10. Are There Any Circumstances Under Which I May Earn Pension Benefit Accruals and Vesting Service under this Plan 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 at least 375 Hours of Service under this Plan, according to the following rules:

- You must register on the Electronic Reciprocity Transfer System ("ERTS") in person by presenting a photo identification at the Union office. After completing the initial registration, you will receive your user identification and password in the mail. You can then log in to ERTS through the Internet.
- Pension benefit accruals (i.e., Benefit Credit before June 1, 2018, and accruals under the percentage of contributions formula on and after June 1, 2018) will be determined according to the contribution rate then in effect for this Plan.
- Vesting Service will be based upon hours worked and reported.
- Hours of Service, Vesting Service and Benefit Credit will be applied to the Plan Year in which the hours were worked.

EXAMPLE

Assume you work 1,200 hours in the jurisdiction of a reciprocal plan during a single Plan Year before June 1, 2018, where the employer's contribution rate is \$1.00 per hour, and \$1,200 is transferred to this Plan. Assuming your contribution rate would be \$3.00 per hour if you participated directly in the Plan,

you will receive credit for 400 Hours of Service under this Plan ($1/3 \times 1,200=400$), or, 1/4 year of Benefit Credit (based on the schedule in Question 9). You will also receive credit for one year of Vesting Service for the 1,200 hours that you worked (refer to Question 9).

Now assume you work 1,200 hours in the jurisdiction of a reciprocal plan during a single Plan Year on or after June 1, 2018, where the employer's contribution rate is \$1.00 per hour, and \$1,200 is transferred to this Plan. Based on the formula in Question 20, you will receive a monthly pension benefit equal to a percentage of those transferred contributions in the amount of \$9.60 per month ($1,200 \text{ hours} \times \$1.00 \text{ per hour} \times 0.008$). You will also receive credit for one year of Vesting Service for the 1,200 hours that you worked (refer to Question 9).

For further details regarding this arrangement, contact the Plan Administrator's office.

11. Are there any Circumstances under Which I May Earn Pension Benefit Accruals and Vesting Service Although I am Not Employed?

Yes, you may be eligible for nonwork credits due to disability, military service and maternity/paternity leave.

- (a) Disability. If you have at least 375 Hours of Service after July 31, 1964, and 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 worker's compensation benefits, you will be eligible to receive:
- Up to a maximum of two years of future Vesting Service;
 - For periods of disability before June 1, 2018, up to a maximum of two years of Benefit Credit; and
 - For periods of disability on or after June 1, 2018, pension benefit accruals under the percentage of contributions formula. For this purpose, you will be deemed to have had contributions made to the Plan on your behalf for each month of disability (up to a maximum of 24 months) based on (a) your Employer's applicable contribution rate in effect during such period of disability and (b) your average Hours of Service per month in the 12 months immediately preceding the disability (or if shorter, the period of employment immediately preceding the disability).
- (b) Military Service. If you leave employment with a participating Employer to perform qualified 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, you will be eligible to receive:

- Vesting Service for such period(s) of qualified military service;
- For periods of military service before June 1, 2018, Benefit Credit for such period(s) of qualified military service; and
- For periods of military service on or after June 1, 2018, pension benefit accruals based on the percentage of contributions formula. For this purpose, you will be deemed to have had contributions made to the Plan on your behalf for each month of military service based on (a) your Employer's applicable contribution rate in effect during such period of military service and (b) your average Hours of Service per month in the 12 months immediately preceding the military service (or if shorter, the period of employment immediately preceding the military service).

Further, if you are not timely reemployed (or you do not make yourself available for reemployment) within the period during which your reemployment rights are guaranteed by law due to your death or disability while in qualified military service on or after January 1, 2007, you will be treated as having been reemployed on the day preceding death or disability and then having terminated employment on the date of death or disability.

- (c) Maternity/Paternity Leave. 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 were it not for such absences, 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 disability, military service or maternity/paternity leave, you should notify the Plan Administrator's office so that a record can be established for your entitlement to these nonwork credits.

ABOUT BREAKS IN SERVICE

12. 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 Hours of Service, Basic Benefit (i.e., monthly pension benefit amount), Benefit Credits and years of Vesting Service are cancelled.

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

13. 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 during any period of two consecutive Plan Years and you 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 during any period of three consecutive Plan Years and you 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 future 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 future Vesting Service in each Plan Year equals or exceeds the greater of five years or your years of Vesting Service.

No 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 terms of 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
2008	1,200	1	0
2009	1,400	1	0
2010	1,250	1	0
2011	0	0	1
2012	0	0	1
2013	0	0	1
2014	0	0	1
2015	0	<u>0</u>	<u>1</u>
Total		3	5

As of June 1, 2015, John has a Break in Service because he has five consecutive one-year breaks.

14. 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 due to any of the following:

- You were prevented from engaging in Covered Employment due to an illness or injury (however, only a maximum of two consecutive Plan Years will be excused);
- You were promoted by your Employer to a job that is not considered Covered Employment 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 Brotherhood of Electrical Workers, AFL-CIO-CLC; 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 incurred a Break in Service without the benefit of the excused years.

In addition, 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 all such Vesting Service and/or Benefit Credit provided that both of the following conditions are met:

- (a) You received at least 1/4 year of Benefit Credit during the period June 1, 1988 through May 31, 1989; and
- (b) You earned at least one year of Benefit Credit as of May 31, 1989.

ABOUT VESTING

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

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

16. What are the Requirements for Vesting?

You will be Vested and you will not lose your right to receive a pension benefit under the Plan 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 years of Vesting Service and at least 375 Hours of Service after June 1, 1990.
- You have earned 10 years of future Vesting Service.
- You have earned 15 years of Benefit Credit, of which, at least 5 such years of Benefit Credit are attributable to Plan Years for which contributions were made to the Plan on your behalf.
- You have earned 5 years of Vesting Service with at least one year of Vesting Service earned after June 1, 1989 and you are not covered by a collective bargaining agreement but contributions are required to be made to the Plan on your behalf.

Note: If you were 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 from employment 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 you are Vested until you have earned one year of Vesting Service after the "one year break."

You will also become Vested in your pension benefit under the Plan upon reaching your normal Retirement date. An Employee's normal Retirement date is the later of:

- The date on which you turn 65; or
- The earlier of:
 - The tenth anniversary of your commencement of participation in the Plan; or
 - The fifth anniversary of your commencement of participation in the Plan provided all five of those years occur after June 1, 1988 and none of the years during such periods are canceled by a Break in Service.

ABOUT PENSION BENEFITS

17. What Types of Pensions are Provided by the Plan?

The Plan provides the following types of pension benefits:

- (a) A Normal Pension is payable for an Employee who:
 - (i) Is at least age 65;
 - (ii) Is Vested (see Questions 15-16);
 - (iii) Has terminated employment; and
 - (iv) Has filed an application for a pension.

- (b) An Early Pension is payable for an Employee who:
 - (i) Is at least age 55 but not yet 65;
 - (ii) Is Vested (see Questions 15-16);
 - (iii) Has terminated employment; and
 - (iv) Has filed an application for a pension.

- (c) A Disability Pension is payable 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 an Employer which causes 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 such total and permanent disability; and
 - (iii) Has filed an application for a pension.

18. 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 23-32).

19. How are Pension Benefits Calculated?

For Plan Years on and after June 1, 2018, the monthly amount of your pension is calculated based on a “percentage of contributions” formula. For Plan Years before June 1, 2018, your pension is calculated based on the years of Benefit Credit you earned multiplied by the benefit rates in effect for the relevant years. Thus, your pension will equal the sum of two benefit calculations: (a) the benefit you earned under the Plan formula in effect before June 1, 2018 plus (b) the benefit you earn under the percentage of contributions formula for Plan Years on and after June 1, 2018. For more information on how pension benefits are calculated and examples, see Questions 20 – 22.

20. What is the Amount of the Normal Pension?

For Plan Years on and after June 1, 2018, the monthly amount of your Normal Pension equals the sum of the benefit you earn under the percentage of contributions formula each Plan Year. Under this formula, the amount of your monthly pension benefit earned during a Plan Year equals 0.8% of the contributions paid to the Plan on your behalf under the collective bargaining agreement or other written agreement during such Plan Year, provided you earn at least 375 Hours of Service during such Plan Year. This formula takes into account contributions made on your behalf for periods of employment on and after June 1, 2018, except that \$0.25 of the inside wireman hourly rate is not included in the benefit formula for that group for the period June 1, 2018 through May 31, 2019.

For Plan Years on and after January 1, 2002 but before June 1, 2018, the monthly amount of your Normal Pension equals the sum of the following: (a) the number of years of Benefit Credit you earned after May 31, 2010 but before June 1, 2018 multiplied by \$75, plus (b) the number of years of Benefit Credit you earned after May 31, 1995 but before June 1, 2010 multiplied by \$92, plus (c) the number of years of Benefit Credit you earned before June 1, 1995 multiplied by \$66.

To qualify for the \$75, \$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 you earned 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 you earned 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), (b) or (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 for Plan Years before June 1, 2010 (and multiplied by \$75 for Plan Years after May 31, 2010 but before June 1, 2018).

If you first become a participant after May 31, 1998 but before June 1, 2018, your benefit rate will equal your total years of Benefit Credit earned after May 31, 2010 but before June 1, 2018 multiplied by \$75, plus your total years of Benefit Credit earned before June 1, 2010 multiplied by \$92.

If you do not qualify for the above rates, please contact the Plan Administrator's 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 contribution rate paid on behalf of Milwaukee Inside Wiremen, the benefit rate for each year of Benefit Credit earned will not equal the above rates - contact the Plan Administrator's office for further information.

EXAMPLE

Jim works 1,800 hours each year from June 1, 1992 until he retires on May 31, 2022 at age 62. Assume Jim qualified for the \$66 accrual rate from June 1, 1992 through May 31, 1995, the \$92 accrual rate from June 1, 1995 through May 31, 2010, and the \$75 accrual rate from June 1, 2010 through May 31, 2018. Assume further that the Employer's applicable contribution rate on and after June 1, 2018 was \$6.45 per hour. The amount of Jim's monthly Normal Pension would be calculated as the sum of the following:

- (a) June 1, 1992 – May 31, 1995 = 3 years at \$66 = \$198 per month plus
- (b) June 1, 1995 – May 31, 2010 = 15 years at \$92 = \$1,380 per month plus
- (c) June 1, 2010 – May 31, 2018 = 8 years at \$75 = \$600 per month plus
- (d) June 1, 2018 – May 31, 2022 = 1,800 hours X \$6.45 per hour X 4 years X 0.008 = \$371.52 per month

Total Normal Pension = \$2,549.52 per month

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

NOTE: If you are married, your pension benefit will be paid in the form of a 50% Participant and Spouse Annuity unless you elect otherwise and your spouse consents in writing to your alternate form of payment. The 50% Participant and Spouse Annuity amounts are somewhat lower than the Normal Pension amounts shown in the preceding example. For more information on the 50% Participant and Spouse Annuity, see Question 24.

21. 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,

which is based on the sum of: (a) the benefit you earned under the Plan's prior formula in effect before June 1, 2018 plus (b) the benefit you earn under the percentage of contributions formula for Plan Years on and after June 1, 2018 (see Question 20). 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. Next, 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 begins before age 62 but at or after age 55, your Normal Pension 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 per month 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 per month ($\$1,800 - 1\% = \$1,782$).

The resulting figure for the Early Pension 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% Participant and Spouse 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% Participant and Spouse Annuity, see Question 24.

22. 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 even if 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 that

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 up to 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% Participant and Spouse 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% Participant and Spouse Annuity, see Question 24. If you and your spouse reject the 50% Participant and Spouse Annuity, no pension benefits will be paid after your death.

ABOUT SURVIVOR BENEFITS AFTER RETIREMENT

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

Yes, there are three types of survivor benefits payable after Retirement: a 50% Participant and Spouse Annuity, a 75% Participant and Spouse Annuity and a guarantee of 60 Certain Payments. As required by ERISA, a pension for a married Employee is automatically payable as a 50% Participant and Spouse Annuity unless the participant, with spousal consent, rejects it.

24. What is the 50% Participant and Spouse Annuity?

If you are married when you retire, your pension benefit is automatically payable in the form of a 50% Participant and Spouse Annuity unless you reject this form of payment and your spouse consents in writing to an alternate form of payment. The spousal consent must be witnessed by a Plan representative or notary public.

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 the lifetime of your surviving spouse.

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 21).

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 spouse is also age 65. His monthly benefit under the 50% Participant and Spouse 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% Participant and Spouse Benefit would be \$1,692 a month. This amount is payable to Jerry for his lifetime. If his spouse is living at the time of his death, his spouse will receive a monthly benefit of half this amount (\$846) for the remainder of her lifetime.

25. How does the Plan define "spouse"?

The Plan defines spouse as an opposite-sex spouse recognized under applicable law, including a legally separated spouse. A spouse also includes a participant's same-sex spouse if the couple was legally married in a jurisdiction that recognized same-sex marriages, regardless of whether the couple is domiciled in a state that recognizes same-sex marriage.

26. How Can I Make a Decision about Whether to Have My Pension Paid in the Form of a 50% Participant and Spouse Annuity?

When you apply for a pension, you will receive from the Plan Administrator's 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 you want your pension paid as a 50% Participant and Spouse Annuity. You can make a choice or change a previous election by completing, signing and returning the election form to the Plan Administrator's 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% Participant and Spouse Annuity. Also, remember that your spouse must consent in writing to any form of payment other than a 50% Participant and Spouse Annuity.

27. What is the 75% Participant and Spouse Annuity?

If you are married when you retire, you may elect to have your pension benefit paid in the form of a 75% Participant and Spouse Annuity. 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, 75% of the reduced benefit amount you were receiving will be paid to your surviving spouse for the lifetime of your surviving spouse.

The amount of the reduction in your benefit will be 9% if you are eligible for a non-Disability Pension and 17% if you are eligible for the Disability Pension. Your benefit will be further reduced by 0.5% for each year that your spouse is younger than you and increased by 0.5% for each year that your spouse is older than you. In no event, however, will the amount of your reduction or increase exceed 100%.

28. What if My Spouse Dies Before My Pension Begins?

Neither the 50% nor the 75% Participant and Spouse Annuity is 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 a 50% or 75% Participant and Spouse Annuity.

29. What if My Spouse Dies After My Pension Begins?

If your spouse dies before you do and after your pension has begun, the 50% and 75% Participant and Spouse 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.

30. 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 surviving spouse or, if no surviving spouse, in equal shares to your surviving children who are less than 19 years of age, until a total of 60 monthly pension payments (including the payments made to you before your death) 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
- Elected payment in the form of a Monthly Income for Life.

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

31. 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 Plan Administrator's 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.

32. 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 a Disability Pension, 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) Monthly Income for Life. 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 26 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% Participant and Spouse Annuity. Such benefits shall commence when 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) 50% Participant and Spouse Annuity. If you were receiving your pension benefit in the form of a 50% Participant and Spouse Annuity and you die prior to making the election described in Question 26 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 32(a) above.

33. 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

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

Yes, there are three types of survivor benefits:

(a) Surviving Spouse Benefit:

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 6, 7, 8 and 9) before he stopped working for a contributing Employer;
- The Employee was employed in Covered Employment and earned at least one Hour of Service 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% Participant and Spouse 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% Participant and Spouse Annuity as of the first day of the month following the Employee's 55th birthday.

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 50% Participant and Spouse Annuity begin with Question 23 of this SPD.)

(b) **No Surviving Spouse Benefit**

There are survivor benefits if the eligible Employee had no surviving spouse or if he had not been married for the full year preceding his death, provided that:

- The Employee completed 5 or more years of Vesting Service and had at least 375 Hours of Service after June 1, 1990 or had accumulated 15 or more years of Benefit Credit or was eligible for the Normal Pension (described in Question 17(a)); and
- The Employee 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.

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.

The 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.

- If applicable, a surviving spouse generally has the same payment and rollover options as described in Question 31 above.
- Lump sum payments to surviving children (who are considered "non-spouse beneficiaries") are generally subject to federal income tax at the time of payment, unless the payment is directly rolled over into an "inherited IRA." An inherited IRA is an IRA established specifically to receive a rollover made to a non-spouse beneficiary. Payment to any other type of IRA or any retirement

plan is not permitted. A non-spouse beneficiary may not roll over a lump sum survivor benefit that has been paid directly to the individual.

Before your beneficiary makes a decision to roll over a payment, he or she should discuss the details of the transfer with a tax advisor. Upon becoming eligible to receive a survivor benefit, the Plan Administrator's office will provide more information about these rules.

(c) On-The-Job Death Benefit

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
- Such death occurs within 180 days after the date 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, and the benefit is calculated as if the Employee had continued to work in Covered Employment until the end of the Plan Year containing the later of the date he would have attained age 65 or the date he would have reached his tenth anniversary of participation in the Plan. In calculating this benefit, the Employee shall be credited with years of Benefit Credit in the year of his death and thereafter through May 31, 2018 and, for periods from June 1, 2018 forward, he shall be awarded pension benefit accruals under the percentage of contributions formula (for this purpose, he will be deemed to have contributions made to the Plan on his behalf for the applicable period based on (a) his Employer's applicable contribution rate in effect during such period and (b) his average Hours of Service per month in the 12 months preceding death, or if shorter, the period of employment immediately preceding death).

A surviving spouse who is eligible to receive a death benefit as described in this section 34(c) is not eligible to receive a benefit as described in section 34(a) above.

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

NOTE: If you die while performing qualified military service on or after January 1, 2007, you will be treated as having terminated Employment due to your death for purposes of a death benefit and any additional Plan benefits due to death

(other than for Hours of Service or Benefit Credit purposes during the period of qualified military service as described in Question 11 above).

ABOUT APPLYING FOR A PENSION

35. How do I get a Pension Application?

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

36. When Should I Apply for My Pension?

You should file your application with the Trustees at the address of the Plan Administrator's 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 your pension benefits shall begin no later than the April 1 following the calendar year in which you attain age 70½, regardless of your employment status, provided you attain such age after December 31, 1988.

37. 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 Participant and Spouse Annuity, you will be asked to submit proof of your spouse's age and proof of your marriage.

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

The Board of Trustees, who are bound by the rules of the 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.

39. 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 Plan Administrator's 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

40. 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.

Non-Disability Pensions. The notice from the Plan will include:

- The specific reason for the denial;
- Specific reference to the provision or provisions of the Plan on which the decision is based;
- A description of any additional material or information required to substantiate your claim and an explanation of why it is necessary;
- A complete description of the appeal procedure; and
- A statement that you have the right to bring a civil action under ERISA following an adverse determination review.

Unless special circumstances exist, you will be informed of the Trustees' decision on your claim for non-disability pension benefits within 90 days of the date the claim is filed, regardless of whether all the information and evidence necessary to process the claim is received. Within such 90-day period, you will receive a notice of the Trustees' decision or a notice that explains the special circumstances requiring a delay in the decision and sets a date, no later than 180 days after your claim has been received, by which you can expect to receive a decision. An applicant who has not received a notice within 90 days of the time his completed application (including all proof required) is submitted may request a review of his claim.

Disability Pensions. For disability pensions, in addition to the items noted above, the notice from the Plan will also include:

- A discussion of the decision, including the basis for disagreement with or not following:
 - The views of a health care or vocational professional who treated or evaluated you;
 - A medical or vocational expert whose advice the Plan solicited in connection with your claim; or

- A disability determination made by the Social Security Administration with respect to your claim; and
- Copies of any internal rule, guideline, protocol or similar criteria that the Trustees relied on in connection with your claim, or a statement that no such rule, guideline, protocol or criteria exists.

Unless special circumstances exist, you will be informed of the Trustees' decision on your claim for a Disability Pension within 45 days of the date the claim is filed, regardless of whether all the information and evidence necessary to process the claim is received. Within such 45-day period you will receive a notice of the Trustees' decision or notice that explains the special circumstances requiring a delay in the decision; and explains 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 either sets a date, no later than 30 days after notice of the extension, by which you can expect to receive a decision; or requests additional information and provides the 30-day extension shall run once you provide the requested information. If special circumstances require a subsequent delay, a final extension of up to 30 days may be utilized.

41. 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 Plan Administrator's office no later than 60 days in the case of non-disability pensions and 180 days in the case of disability pension benefits after you receive the notice of denial. You also have a right to review pertinent documents and to submit comments in writing. For disability claims, you will be provided, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan or the Trustees, or any new or additional rationale relied upon in connection with your claim. Such new or additional evidence or rationale shall be provided as soon as possible and sufficiently in advance of the Trustees' final decision to give you a reasonable opportunity to respond.

The Trustees or Claims Appeal Committee shall meet quarterly to render a determination on appeals received since the prior Trustees' meeting, provided any appeal filed within the 30-day period preceding a meeting shall be decided at the next following quarterly meeting. If special circumstances require a delay in the decision, the decision shall be rendered no later than the third quarterly meeting following receipt of the appeal, and the Plan Administrator's office shall notify you of the reasons for the delay prior to the extension. The Plan Administrator's office shall notify you of the decision within five days of the date the decision is made.

Non-Disability Pensions. If your claim for benefits is partially or wholly denied, the Trustees' written decision on your appeal will:

- Contain the reason or reasons for the decision;
- Refer to specific Plan provisions on which the decision is based;
- Notify you of your right to access and copy (free of charge) all documents, records and other information relevant to the claim;
- Notify you of the right to bring a civil action under ERISA; and
- Notify you of additional voluntary levels of appeal offered by the Plan, if any.

Disability Pensions. For disability pensions, in addition to the items noted above, the notice from the Plan will also include:

- A discussion of the decision, including the basis for disagreement with or not following:
 - The views of a health care or vocational professional who treated or evaluated you;
 - A medical or vocational expert whose advice the Plan solicited in connection with your claim; or
 - A disability determination made by the Social Security Administration with respect to your claim; and
- Copies of any internal rule, guideline, protocol or similar criteria that the Trustees relied on in connection with your claim, or a statement that no such rule, guideline, protocol or criteria exists; and
- The calendar date by which any lawsuit or any action against the Plan or Trustees must be filed in connection with your claim.

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 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

42. What Does Retirement Mean?

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 classified as prohibited as explained in Questions 44-45.

43. Is Retirement Compulsory at Age 65 or Any Time?

No. Retirement is not compulsory at any age. However, federal law requires your pension benefit to commence no later than the April 1 after the calendar year in which you attain age 70-1/2.

44. 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 begin work in employment considered prohibited by the Plan, you lose your pension for the particular months you work in such prohibited employment. 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.

45. 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 considered to be working in prohibited employment if you are employed or self-employed in work regularly performed by electrical workers.

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

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

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

- 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 (the terms "trade or craft" 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 both 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.

***Note:** The above rules do not apply if you are working as an instructor in an apprenticeship program recognized by the Trustees where contributions are not made on your behalf to the Plan or as an electrical inspector for a governmental authority for which contributions are not made on your behalf to the Plan.

46. 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 based on Hours of Service, contributions and Benefit Credit prior to, as well as during, employment and will be actuarially reduced to take into account any payments you previously received.

47. 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 Plan Administrator's office.

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

Except for payments required by a Qualified Domestic Relations Order described on page 37 of this SPD, 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 your 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 (the "Kettle Moraine Division") 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's behalf for the number of Hours of Service specified in Question 7 during the period December 1, 1973 to November 30, 1974 for employment within the jurisdiction of the Kettle Moraine Division.
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, and contributions must have been made to the Plan for the number of Hours of Service specified in Question 7 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.

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 12) 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 8 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 that you should know.

- 1. Name of Plan.** This Plan is known as the Electrical Construction Industry Pension Plan.
- 2. Board of Trustees.** The 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
11001 West Plank Court, Suite 120
Wauwatosa, WI 53226
414-778-0068

As of the date of this SPD, the names and addresses of the members of the Board of Trustees of this Plan are:

UNION TRUSTEES

Dean Warsh
I.B.E.W. Local Union 494
3303 South 103rd Street
Milwaukee, WI 53227

John Jacobs
I.B.E.W. Local Union 494
3303 South 103rd Street
Milwaukee, WI 53227

Curt Brauer
I.B.E.W. Local Union 494
50 East Bank Street
Fond du Lac, WI 54935

EMPLOYER TRUSTEES

Michael Kelliher
Systems Technologies
Division of Pieper Electric
W4618 County Road G
Merrill, WI 54452

Robert Rayburn
Electrical Contractors
Association, Milwaukee
Chapter N.E.C.A., Inc.
11001 West Plank Court
Suite 120
Wauwatosa, WI 53226

Terry Leasa
W.J. Leasa Electric, Inc.
616 South Military Road
Fond du Lac, WI 54935

- 3. Plan Sponsor and Plan Administrator.** The Board of Trustees is both the Plan Sponsor and legal Plan Administrator of the Plan.
- 4. Employer Identification Number.** The number assigned to the Board of Trustees by the Internal Revenue Service is 39-1291994.

5. **Plan Number.** The number assigned to the Plan by the Board of Trustees pursuant to instructions of the Internal Revenue Service is 002.
6. **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 the Plan Administrator's office located at 11001 West Plank Court, Suite 120, Wauwatosa, WI 53226, or upon any of the Trustees at the Plan Administrator's office address.
7. **Collective Bargaining Agreements.** This Plan is maintained pursuant to collective bargaining agreements between the Association and the Union.

The Plan Administrator's 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.

8. **Source of Contributions.** The benefits described in this SPD 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.
9. **Plan Assets and Reserves.** All Assets of the Plan are held in trust by the Board of Trustees for the purpose of providing benefits to eligible participants and paying reasonable administrative expenses of the Plan.
10. **Plan Year.** The records of the Plan are kept separately for each fiscal Plan Year. The Plan Year begins on June 1 and ends on May 31.
11. **Type of Plan.** The Plan is a multiemployer defined benefit plan, maintained for the purposes of providing retirement benefits to eligible participants and benefits are determined according to a specific formula stated in the Plan document.
12. **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 SPD.
13. **Pension Benefit Guaranty Corporation.** If the Plan is terminated, or if there is a partial termination of the Plan that affects you, you will immediately become 100% vested in the benefits, to the extent funded, you have earned as of the termination date. Trust fund assets will be used to provide benefits to retirees, beneficiaries and active participants up to the total amount of assets in the Plan.

In the event of Plan termination, 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 benefit 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 \$11 of the monthly benefit accrual rate; and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 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 \$12,870.

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>.

14. **Qualified Domestic Relations Orders ("QDRO").** A QDRO is a court order established in situations of divorce or legal separation 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 administrative procedures regarding QDROs, free of charge, please contact the Plan Administrator's office.
15. **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. These rights are explained in further detail beginning on page 39 of this SPD.

- 16. Amendment or Termination of the 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 Board of Trustees has the authority and reserves the right to amend or terminate all or part of the Plan whenever, in their sole discretion and judgment, conditions so warrant. The Plan will also 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 13, entitled Pension Benefit Guaranty Corporation.

No amendment to the Plan will be made which would result in reducing your pension benefits if you are Vested or retired (except to the extent permitted by law) and no amendment of the Plan shall cause any part of the trust fund to be used or diverted for purposes other than for the benefit of participants or their beneficiaries covered by the Plan. Whenever amendments are made which significantly affect matters described in this SPD, a summary of material modifications ("SMM") to this SPD will be published. If the Plan is amended or terminated, you will be notified in writing. Termination of the Plan is unlikely.

STATEMENT OF RIGHTS UNDER THE 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 where at least 50 Plan participants are customarily working 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 Employee Benefits Security 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 a copy of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan 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 (generally 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 once 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 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 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, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), 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 866-444-EBSA (3272). You may also review EBSA's contact information through the Web at "<http://askebsa.dol.gov>" or <http://www.dol.gov/ebsa>.

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