

A Guide to Your Plan of Benefits

Summary Plan Description

Effective July 1, 2015

LOCAL UNION NO. 910
PENSION PLAN

Summary Plan Description

Plan Highlights

Normal Pension

- ◆ Eligibility: At least age 65 with at least fifteen (15) years of Pension Service including at least one year earned after June 30, 1968, or 10 years of Vesting Service including at least one year earned after June 30, 1968, or 5 years of continuous participation in the Plan, or (effective July 1, 1998) 5 years of Vesting Service and at least one hour of Pension Service Earned after 6/30/98.
- ◆ Benefit: Paid monthly at the rate of \$59.00 for each year of uninterrupted Pension Service, for pensions effective on or after January 1, 2000.

Early Pension

- ◆ Eligibility: Age 55 or later but before age 65, with at least fifteen (15) years of Pension Service including at least one year earned after June 30, 1968, or ten (10) years of Vesting including at least one year earned after June 30, 1968.
- ◆ Benefit: Actuarially reduced pension.

Disability Pension

- ◆ Eligibility: If you are entitled to a Social Security Disability Pension, do not work, have 15 years of Pension Service including at least one year earned after June 30, 1968, or 10 years of Vesting Service including at least one year earned after 6/30/68, and are not yet age 55.
- ◆ Benefit: 70% of Normal Pension amount.

Surviving Spouse's Pensions

- ◆ Eligibility: Before Early or Normal retirement if you die after you are vested. After Early or Normal retirement, on an optional basis.

Lump Sum Death Benefit

- ◆ Eligibility: For a Participant, active or on pension. Return of employer contributions less any benefit payments made.

Local Union No. 910 Pension Plan

Summary Plan Description

Vesting

- ◆ Eligibility: Once you have 10 years of Vesting Service, or (effective July 1, 1998) 5 years of Vesting Service and at least one hour of Pension Service earned after June 30, 1998, or 15 years of Pension Service (including one year of Future Pension Service), or have reached your Early or Normal Pension Date, you are vested in your accrued pension benefit.

SAMPLE MONTHLY PENSIONS (EARLY AND NORMAL) (TO THE NEAREST DOLLAR)

Years of Pension Service	Pension Age		
	65	60	55
10	\$ 590	\$ 502	\$ 413
20	1,180	1,103	826
30	1,770	1,505	1,239
40	2,360	2,006	1,652
50	2,950	2,508	2,065

IMPORTANT: THIS PAGE IS ONLY A SHORT OUTLINE OF THE PLAN BENEFITS. PLEASE READ THE WHOLE BOOKLET.

Local Union No. 910 Pension Plan

25001 Water Street, Watertown, New York, 13601

Telephone: 315-782-5941

July 1, 2015

Dear Participant:

This booklet is intended to describe fully the various provisions of the Pension Plan as it is in effect on July 1, 2015. This booklet has two (2) sections:

Section 1. Questions & Answers – this section provides the answers to the most commonly asked questions regarding your Plan.

Section 2. Technical Details – this section of the booklet is provided to you under the terms of the Employee Retirement Income Security Act of 1974 (ERISA) and contains many technical details of the Plan intended to insure that you will be able to enjoy all the rights to which you are entitled under the provisions of the Plan.

To give you an idea of our role with regard to the Pension Plan, you should know that we are responsible for collecting and administering the contributions to the Pension Plan which are required by agreement between your employer and Local 910 or between your employer and the Trustees. In addition, we are required to formulate and administer the provisions of the Pension Plan itself.

The Board of Trustees is assisted in these tasks by professional advisors whom we hire from time to time. These include an actuary, an accountant, an attorney, and one or more investment managers.

The daily operation of the Plan is maintained by the Fund Manager located at the Plan Office. You are encouraged to make use of the facilities of the Fund Office where you will find assistance in understanding your benefits.

It is our intention to continue the successful operation of this Plan in the sound actuarial fashion which has prevailed to date. Your assistance in this endeavor will be increased by your complete understanding of the Plan itself. Accordingly, it is in your interest and that of your family to familiarize yourself completely with this booklet.

If, after having gone through this booklet thoroughly, you have any questions regarding the Plan or its operation, please do not hesitate to contact the Fund Office.

Sincerely,

Board of Trustees
Local Union No. 910 Pension Plan

Important Notice

In the event of a conflict between the description of any Plan provision in this booklet and its statement in the Pension Plan itself, the language contained in the Pension Plan (available at the Fund office) is the official and governing language.

Nothing in this booklet is meant to interpret, extend, or change in any way the provisions expressed in the Plan. The Trustees reserve the right to amend, modify or discontinue all or part of this Plan whenever, in their judgement conditions so warrant. The Trustees also reserve the right to modify, reduce and increase the benefits provided by this Plan. This includes, but is not limited to, accrual rate increases and providing additional benefits, providing such changes are permissible under applicable federal law and regulations. The Trustees reserve the right to provide temporary benefits in addition to monthly retirement benefits. The temporary benefits include, but are not limited to, a one-time benefit provided as single sum non-accrued and non-permanent payment.

Caution

This booklet and the personnel at the Fund office are authorized sources of Plan information for you. The Trustees of the Plan have not empowered any one else to speak for them regarding the Pension Plan. No employer, union representative, supervisor or shop steward is in a position to discuss your rights under this Plan with authority.

Communications

If you have a question about any aspect of your participation in the Plan, you should write to the Fund Manager or Trustees. You will then receive a written reply, which will provide you with a permanent record of your correspondence.

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Section 1

Questions & Answers

General Information

Some major changes have taken place in your Pension Plan as the result of improvements made by the Trustees since the last booklet was printed.

The effective dates of the changes in the Plan varies. However, no Pension or Vesting Service that was lost under prior Plan provisions is restored as a result of these changes, and no frozen benefit is increased.

1. *What is the purpose of the Plan?*

The purpose of the Plan is to provide an income for you, in addition to any Social Security benefits, following the time that you retire from active employment in the electrical construction trade in the Plan area.

2. *When did the Plan start?*

The Plan started July 1, 1966.

3. *Who is responsible for the operation of the Plan?*

The Board of Trustees, composed of persons appointed by Local 910 and by contributing Employers in equal numbers. Local 910 and the contributing Employers are equally represented on the Board of Trustees.

4. *Who is responsible for interpreting the Plan and for making determinations under the Plan?*

The Board of Trustees. In order to carry out this responsibility, the Board of Trustees, or their designee, shall have exclusive authority and discretion:

Pension Plan

- ◆ to determine whether you are eligible for any benefits under the Plan;
- ◆ to determine the amount of benefits, if any, you are entitled to from the Plan;
- ◆ to determine or find facts that are relevant to any claim for benefits from the Plan;
- ◆ to interpret all of the Plan's provisions;
- ◆ to interpret all of the provisions of the summary plan description;
- ◆ to interpret the provisions of any collective bargaining agreement or written participation agreement involving or impacting the Plan;
- ◆ to interpret all the provisions of any other document or instrument involving or impacting the Plan;
- ◆ to interpret the provisions of the Trust Agreement governing the operation of the Plan;
- ◆ to interpret all of the terms used in the Plan, the summary plan description, and all of the other previously mentioned agreements, documents, and instruments.

All such determinations and interpretations made by the Trustees, or their designee:

- ◆ shall be final and binding upon any individual claiming benefits under the Plan and upon all employees, all employers, the Union, and any party who has executed any agreement with the Trustees or the Union;
- ◆ shall be given deference in all courts of law, to the greatest extent allowed by applicable law; and
- ◆ shall not be overturned or set aside by any court of law unless the court finds that the Trustees, or their designee, abused their discretion in making such determination or rendering such interpretation.

Benefits under this Plan will be paid only if the Trustees decide in their discretion that you are entitled to them.

Financing

A most important element of your Pension Plan is money. Where it comes from, how it is managed, and to what uses it may be put should be of interest to you.

5. *Who pays for the Plan?*

The Employers that are parties to collective bargaining agreements with Local 910 requiring contributions to the Fund. In addition, there are certain pension plans in other geographical areas with which this Pension Plan has reciprocal agreements. Under the terms of these reciprocal agreements, some contributions are required to be made to this Pension Plan by other pension plans.

If you believe that your employer has underreported or failed to report your hours of work in covered employment, you must present satisfactory evidence to the Trustees to receive credit for such hours. The burden of proof lies with you to affirmatively establish your entitlement to underreported or unreported hours of covered employment.

6. *How are the Plan monies managed?*

All of the Plan assets are held in trust by the Board of Trustees for the Participants and beneficiaries of the Plan.

The Board of Trustees has the ultimate responsibility for the management of Plan money. However, the Board is permitted to hire professional investment managers to provide the expert assistance in this very complex field of managing Pension Plan money.

7. *If the Plan is discontinued, what will happen to the assets of the Plan?*

Under the terms of federal law, the assets of the Plan are to be used for the benefit of the Participants, surviving spouses, and beneficiaries, in an order of priority that is set forth under federal law. If all of the Plan benefits are provided by the assets of the Plan, and there is still money left over, the money is to be used to increase the benefits of everyone. Under no circumstances may money which has been properly contributed to the Plan ever be returned to any Employer or the Local Union.

NOTE: To the extent permitted by law, the Trustees may amend, modify, and/or terminate all or part of the Plan, in their sole discretion.

Plan Year

Records under the Plan are kept on a “Plan Year” basis.

8. What is a Plan Year?

A Plan Year means the 12 consecutive month period beginning with a July 1st and ending with the following June 30th.

Joining The Plan

A qualifying period of service is required before you are considered a Participant in the Plan. Being a Participant entitles you to receive certain documents explaining the Plan and reports dealing with the Plan's operation. You should be interested in how you become a Participant and how your participation can stop.

9. How do I become a Participant in the Plan?

Anyone who had Future Pension Service on July 1, 1976 became a Participant when he first earned such Pension Service.

The way in which you become a Participant in the Plan after June 30, 1976 is to work at least 500 hours of Vesting Service (more on Vesting Service later) during a Plan Year. If you do work such hours, you will become a Participant in the Plan on the first day of the Plan Year in which you earn the required hours.

When a survivor of a Participant starts receiving a survivor's benefit, he or she, also, will become a Participant.

10. Can my participation in the Plan ever stop?

Yes. If you break your service when you are not vested, your participation in the Plan will stop. Your participation will also stop the date when your benefit ceases permanently or the date of your death.

Earning Pension Service

The Pension Service you accumulate under the Plan is valuable to you because the more Pension Service you earn, the larger your pension benefit will be.

Because of this, it is very important that you make sure that the Fund Office has a complete record of each hour of your work that might earn you Pension Service under the Plan.

11. What is Past Pension Service?

Past Pension Service refers to Pension Service you receive for time before July 1, 1966.

12. What is Future Pension Service?

Future Pension Service refers to Pension Service you receive for time after June 30, 1966.

13. Why is Pension Service important?

Pension Service is important in determining your eligibility for, and the size of your benefit, and earning enough of it is one way of becoming vested under the Plan. Pension Service is earned in different ways during different periods of time.

14. How do I earn Past Pension Service?

Prior to July 1, 1966, you earn one year of Pension Service for each Plan Year in which you worked at least 400 hours in a classification for which the Union acted as the collective bargaining representative.

15. What is an hour of Future Pension Service?

Earning an hour of Future Pension Service is the way in which you start earning Future Pension Service under the Plan. An hour of Future Pension Service is an hour of employment with an Employer for which employment the Employer is required to contribute to this Pension Plan because the Employer has entered a collective bargaining agreement with Local 910 (or another type of agreement with the Trustees) that calls for this contribution.

For amounts collected by the New York State Department of Labor or another government agency on your behalf, a Participant's period of Pension Service shall not include any hours worked if all of the following criteria are met: (1) the Participant's employer did not make the required contributions to the Plan for those hours; (2) amounts representing the employer contributions are collected by the New York State Department of Labor, one of its divisions, or a related governmental agency; (3) the amounts that are collected by the New York State Department of Labor, its division, or related governmental agency are remitted and paid directly to the Participant; and, (4) the Participant does not remit the entire amount so received to the Plan. If the Participant, however, pays the entire amount received from the New York State Department of Labor to the Plan, the Participant will be credited with the number of hours worked which correspond to the amount paid back into the Plan. The hours will be credited to the Plan Year in which the work was actually performed.

Pension Plan

If you work in another pension plan's area and that plan has a reciprocal agreement with the Local 910 Plan, you will get credit for those hours of work also. See question 21 for further details.

Hours that you earn are used to accumulate years (and fractions of years) of Pension Service.

16. Does self-employment count?

No. Under no circumstances will you receive any credit, for any purpose, under the Plan for work in self-employment. Certain federal laws may require that you are prohibited from earning credit under the Plan as the result of your ownership or position in a contributing Employer. If you have a question on this point, you should contact the Plan Manager.

17. Suppose my employer (or I) wish to contribute to the Pension Plan for me, even though he is not allowed to do so in a collective bargaining agreement, is it allowed?

No! Unless it is covered in a written agreement between your Employer and Local 910, or between your Employer and the Pension Plan Trustees, no Pension Service can be given to you (even if your Employer, or you, contribute to the Pension Plan) for any work you do. There are exceptions for certain employers who are exempt under federal law.

18. How do I earn Future Pension Service?

From July 1, 1966 through June 30, 1975, you earn one-quarter of a year of Future Pension Service for each 300 hours of Pension Service you earn in a Plan Year.

From July 1, 1975 forward, you earn one-thousandth (.001) of a year of Pension Service for each hour of Pension Service you earn in a Plan Year.

Future Pension Service can be earned only while you are a Participant in the Plan or in the Plan Year before the Plan Year in which you first become a Participant.

19. Is there a limit on the number of years of Pension Service that I can accumulate in my lifetime?

No.

20. Is there a limit on the amount of Pension Service that I can earn in any one Plan Year?

Yes there is a limit of one year of Pension Service in any one Plan Year before July 1, 1972. After that, there is no such limit.

21. Does the size of the hourly rate of contribution to the Plan on behalf of my work have any effect on the amount of Pension Service or Vesting Service that I earn?

For time before July 1, 1979 you received credit for Pension Service and Vesting Service on an hour-for-hour basis regardless of what the hourly rate of contribution to the Plan for your work was.

Pension Plan

However, for your work on and after July 1, 1979, either locally or in a reciprocal area, the size of the hourly rate of contribution made to the Pension Fund on behalf of your work will have an influence on the amount of Pension Service credited to you. If the hourly contribution rate for your work is different from the rate for Local 910 inside construction journeymen, there will be a proportional adjustment in the hours of Pension Service credited to you.

For example, when the Local 910 local contract calls for an hourly pension plan contribution of \$6.45 for inside construction journeymen and you work in a reciprocal plan area that returns \$7.30 per hour in pension plan contributions, you will receive 1.13 hours ($\$7.30 \div \6.45) of Pension Service credit for each hour of such work. In a similar way, if you work at a classification in the Local 910 collective bargaining unit that calls for \$2.65 per hour in pension plan contributions, you will receive .41 hours ($\$2.65 \div \6.45) of Pension Service credit for each hour of such work.

However, credit for Vesting Service will still be earned on an hour-for-hour basis.

22. Does my age have anything to do with the earning of Pension Service?

No.

23. Can I lose my Pension Service once I have earned it?

Yes. If you incur a break in service (see question 29) at a time when you are not vested (see question 28), you will forfeit the Pension Service and Vesting Service that you accumulated prior to the end of the break in service.

However, under certain circumstances, such forfeited Pension Service and Vesting Service can be reinstated (see question 33).

Earning Vesting Service

It is important that you know what Vesting Service is. It is important for a number of the benefits under the Plan.

24. What is a year of Vesting Service?

This means a Plan Year after June 30, 1975 during which you earned at least 1000 hours of Vesting Service and/or certain related service. It also means a Plan Year before July 1, 1975 in which you earned at least $\frac{3}{4}$ of a year of Pension Service.

In any one Plan Year you can either earn no Vesting Service or one year of Vesting Service. Hours of Pension Service are explained in the questions under EARNING PENSION SERVICE. Hours of unadjusted Pension Service and hours of related service are called hours of Vesting Service. If the contribution rate for your work is different from the rate for Local 910 construction journeymen, you will earn Vesting Service for those hours of work with no adjustment for differing contribution rates.

You may also earn a year of Vesting Service for any Plan Year in which you are so disabled that you are entitled to receive a Social Security Disability monthly pension and do not work for at least one-half of such Plan Year, provided you are a Participant in the Plan.

25. What is an hour of related service for the purposes of the Plan?

You earn an hour of related service when you work for a contributing Employer after June 30, 1975 in a classification for which the Employer is not required by an agreement to contribute to the Plan. Further, if you are in that position and you do not work, but you are paid by the contributing Employer, that time will also count as related service. There is a limit of 501 hours of related service that you can earn during any one period of non-work.

If such employment (during which you either work or do not work) is interrupted by your quitting or being fired by the contributing Employer, or retirement, then any time worked after that will not be classed as related service.

You cannot earn related service unless such employment immediately precedes or follows employment that earned Pension Service.

If you earn related service, it is important (just as Pension Service is) for the purpose of initially participating in the Plan and accumulating years of Vesting Service and, therefore, becoming entitled to vesting and pension benefits under the Plan.

26. Why is Vesting Service important?

Accumulating enough years of Vesting Service is one way to become “vested” under the Plan (see question 28).

Pension Plan

The amount of your Vesting Service is important to you in the event you break your service after July 1, 1975, but before you are vested. If you do break your service before you are vested and you return to work under the Plan soon enough after the break, your Pension Service and Vesting Service lost because of the break will be reinstated. The number of years of Vesting Service that you have under the Plan at the time of the break will be important in determining whether or not you qualify for reinstatement (see question 33).

The amount of your Vesting Service can also be important in determining whether or not you are eligible for a Normal Pension (see question 35).

Becoming Vested

This aspect of the pension plan is a special concern to the Participant who leaves the bargaining unit before pension age.

27. What is vesting?

Vesting refers to a non-forfeitable right to receive a pension benefit under the Plan. Once you become vested, you will be entitled to receive your accrued pension benefit at your Normal Pension Date (or your Early Pension Date, if eligible). Of course, this right stops if you die before your pension starts, but certain benefits may be payable to your Surviving Spouse or other beneficiary if you are vested at death.

If you break your service after you become vested, you will still be entitled to a benefit at pension age (if you are still alive).

In order to become vested under the Plan, you must fulfill certain requirements.

28. What are the requirements for vesting under the Plan?

After July 1, 1981, you will be 100% vested in your accrued pension benefit if you satisfy any one of the following five alternate requirements:

- A. You satisfy the age and service requirements for a Normal or Early Pension; or
- B. You have at least 15 years of Pension Service (including one year of Future Pension Service); or
- C. You have at least 5 years of Vesting Service earned while not covered by a collective bargaining agreement between your employer and the Union;
- D. You have at least 10 years of Vesting Service; or
- E. Effective July 1, 1998, you have at least 5 years of Vesting Service and at least one hour of Pension Service earned after June 30, 1998.

If you became vested before July 1, 1981, in accordance with prior Plan provisions, you will remain vested.

The vesting requirement is not retroactive. If you have broken your service and lost Pension and Vesting Service (because you were not vested), at some time in the past, the revised Plan does not reinstate such lost service.

Break In Pension Service

There may be times in your work history when your employment under the Plan is interrupted by a break in service. Several Plan provisions deal with this situation.

29. *What is a break in service?*

If you experience five consecutive Break Years at least one of which occurs after June 30, 1981 you will incur a break in service. If you experience three consecutive Break Years all of which occur after June 30, 1995 you will incur a break in service. A Break Year means a Plan Year after June 30, 1975, during which you are credited with less than 500 hours of Vesting Service. A Break Year also means a Plan Year before July 1, 1975, in which you earned no Pension Service.

30. *Are there any exceptions to this provision?*

Yes. A Break Year will not be charged to you for any Plan Year after June 30, 1981, in which, for more than one-half of the Plan Year, you (i) were totally disabled for work that would earn Vesting Service under the Plan (unless you receive a Disability Pension from the Plan for at least 7 months in the Plan Year); (ii) were drafted into the armed forces of the U.S.A. when there was no national emergency; or (iii) enlisted in the armed forces of the U.S.A. during a national emergency.

Other exceptions existed before July 1, 1981; if you have a question about this, the Plan Manager can help you.

Furthermore, if you do not earn enough Vesting Service in a Plan Year beginning after January 1, 1985 and the reason you are absent from covered employment is because of your pregnancy, your spouse's delivery of a child, your adoption of a child, or your caring for your child immediately following birth or adoption, you will be given credit for the hours you lost but only for the purpose of not getting charged with a Break Year. If you are already protected against a Break Year for the Plan Year in which the absence starts, the hours you miss will be applied to the following Plan Year, but, once again, only for the limited purpose of not being charged with a Break Year for that Plan Year. Plan Years protected for you in this way will be considered not to exist for you and will not operate to interrupt a period of "consecutive Break Years" for the purpose of a break in service.

31. *What happens if I experience a break in service when I am not vested?*

If you are not vested, you will forfeit your Pension Service and Vesting Service that were earned before the end of the consecutive Break Year period which caused your break in service.

32. *What happens if I experience a break in service when I am vested?*

If you are vested at the time of the break in service you are entitled to receive, at pension age, the benefit associated with the Pension Service you have earned. However, the amount of benefit to which you will be entitled will be frozen at the level of benefits in effect before the consecutive Break Year period which caused your break in service. You will also have your benefits frozen if you earn only Vesting Service and not Pension Service during a three consecutive Plan Year period beginning after June 30, 1995.

Pension Plan

33. Can any Pension Service that I lose because of a break in service ever be reinstated?

This is where your years of Vesting Service can play an important part.

If you break your service after June 30, 1975 but before July 1, 1985 when you are not vested, return to employment under the Plan sometime after that, and earn at least 500 hours of Vesting Service in one Plan Year, your Pension Service and Vesting Service that was forfeited will be reinstated if the number of consecutive Break Years that you incur is less than the number of years of Vesting Service that you had at the time of the break.

If you break your service after June 30, 1985 when you are not vested, and return to employment covered under the Plan sometime after that, and earn at least 500 hours of Vesting Service in one Plan Year, your Pension Service and Vesting Service that was forfeited will be reinstated if the number of consecutive Break Years that you are out is less than five or the number of years of Vesting Service that you had at the time of the break.

Remember, however, that, in all instances, because you did receive a break in service, all of your Pension Service will be classed as interrupted Pension Service and your benefit associated with your Pension Service earned before the break will be frozen as described in question 32.

Normal Pension

The purpose of the Pension Plan is to arrange for the continuation of a portion of your wages after your working career is completed. Normally, this is at age 65 if you have satisfied the service requirement.

34. *When may I start receiving my Normal Pension?*

Once you are at least age 65 and withdraw from work at the trade in the Plan area, you may apply for a Normal Pension benefit provided that you have satisfied the service requirement for a Normal Pension.

35. *How do I satisfy the service requirement for a Normal Pension?*

In any one of the following ways:

- A. You have at least fifteen years of Pension Service, including at least one year earned after June 30, 1968; or
- B. You have at least ten years of Vesting Service and at least one hour earned after June 30, 1968; or
- C. You have at least five years of Vesting Service earned for work outside a collective bargaining agreement with the Union; or
- D. You have attained the 5th anniversary of your continuous participation in the Plan; or
- E. You have at least five years of Vesting Service and at least one hour of Pension Service earned after June 30, 1998.

36. *How much is the Normal Pension?*

The Normal Pension is a monthly benefit equal to \$59.00 (for pensions effective on or after January 1, 2000) for each year of uninterrupted Pension Service that you have at your Normal Pension Date if your benefit is paid as a straight life annuity.

If you have interrupted Pension Service, then refer to question 32. The following monthly unit benefit levels apply.

Pension Plan

Monthly Unit Benefit (Paid As A Straight Life Annuity)

<u>In Effect</u>	<u>Amount</u>
Prior to 05/01/73	\$ 2.25
05/01/73 to 11/30/74	3.00
12/01/74 to 12/31/75	4.00
01/01/76 to 06/30/78	4.50
07/01/78 to 06/30/79	6.30
07/01/79 to 06/30/80	7.00
07/01/80 to 06/30/81	7.70
07/01/81 to 01/31/83	10.00
02/01/83 to 06/30/84	11.95
07/01/84 to 07/31/85	13.50
08/01/85 to 05/31/86	14.20
06/01/86 to 05/31/87	17.40
06/01/87 to 06/30/89	20.95
07/01/89 to 06/30/90	22.15
07/01/90 to 06/31/91	26.40
07/01/91 to 12/31/93	27.25
01/01/94 to 12/31/95	30.25
01/01/96 to 12/31/96	34.00
01/01/97 to 12/31/97	37.25
01/01/98 to 12/31/98	47.60
01/01/99 to 12/31/99	54.00
01/01/00 to Present	59.00

Early Pension

Under certain conditions, you may start your pension before age 65. There is a reduction in the amount of your otherwise Normal Pension if you choose to retire early to reflect the longer period of time over which your benefit is expected to be paid.

37. *Must I wait until age 65 to start my pension?*

No. If you have the proper service requirement for an Early Pension, you may start your pension at any time after age 55.

38. *How do I satisfy the age and service requirement for an Early Pension?*

To be eligible to receive an Early Pension, you must have at least 15 years of Pension Service at least one of which was earned after June 30, 1968, or 10 years of Vesting Service at least one of which was earned after June 30, 1968.

39. *How is my Early Pension calculated?*

You start by calculating the amount of your monthly pension benefit as if you had reached your Normal Pension Date. Then you reduce that amount by $\frac{1}{4}$ of 1% for each calendar month that your Early Pension Date precedes your earliest Normal Pension Date.

Disability Pension

It's possible that a Participant may not be able to reach Early or Normal Pension Age in active service because of a total disability. A special Plan benefit is intended to provide a pension benefit to such an eligible disabled Participant.

40. How disabled must I be in order to receive a Disability Pension?

You must be so disabled that you are entitled to receive a Social Security Disability monthly pension and do not work. However, you should not wait to hear from Social Security to file your application with the Plan Office. As soon as you believe you might be entitled to a Disability Pension, you should apply.

41. What are the other requirements for entitlement to a Disability Pension?

You must make application for the pension, you must not be yet age 55 at the time of the commencement of your Disability Pension, you must not have received an Early or Normal Pension under the Plan, and you must satisfy the service requirement.

42. What is the service requirement for a Disability Pension?

You must have at least 15 years of Pension Service, including at least one year earned after June 30, 1968; or 10 years of Vesting Service, including at least one year earned after June 30, 1968.

43. What is the size of the Disability Pension?

The monthly Disability Pension is calculated in the same way as the Normal Pension and then reduced by 30%.

Applying For Pension Benefits

All benefits must be applied for under the Plan. This rule applies to employees, surviving spouses, and beneficiaries. It is important that all information asked for be given as accurately as possible. Any payments made in error to anyone will be owed to the Plan and must be repaid.

44. *When should I submit an application for my pension?*

Normally, your application should be filed three months in advance of the date you wish to have your pension start. This will enable the Trustees to process your application and be ready to pay benefits promptly on the first day of the month that you wish. You may file an application while you are still working. Pension benefits cannot commence effective with a date prior to the first day of the month following the day that the Plan Office receives your signed application for benefits. However, read question 47 for possible exceptions to this requirement.

45. *Do I have to take a medical examination?*

No medical examination is required to qualify for a Normal or Early Pension under the Plan. However, a medical examination will most likely be required for the purpose of determining your eligibility for a Social Security Disability Pension.

46. *Will proof of age be required?*

Yes. In order to receive a pension benefit, proof of age must be submitted to the Plan Office. A birth certificate is the best proof; however, if you cannot obtain a birth certificate, the Plan Office will tell you what will be required. The same rule applies to a surviving spouse entitled to a pension under the Plan.

You need not wait until your Pension Date to submit evidence of your date of birth; the earlier you submit evidence, the better.

47. *If I forget to apply when I am eligible, will my pension payments be retroactive?*

In general, the answer to the question is no. However, if you have satisfied all of the requirements for a Normal Pension but have not applied for it, under certain circumstances there may be an adjustment in the amount of your benefit to account for the postponement when you ultimately begin to receive your benefits.

48. *Must I apply for my pension as soon as I am eligible?*

No. You may postpone the start of your pension but you cannot postpone the effective date of your pension beyond the April 1st after the calendar year in which you reach age 70-1/2 unless you are still working in covered employment at that time.

When you do apply, the amount of your postponed benefit will be adjusted to the extent required by law.

Pension Plan

49. What are the consequences if I lie on my application, or if I submit false information or proof?

If you, your surviving spouse, and/or your beneficiary intentionally makes a false statement material to an application, or submits fraudulent information or proof, then any benefits which are not vested under the Plan may be denied, suspended, or discontinued. The Plan will also have the right to recover any payments wrongfully made in reliance on these false or fraudulent statement, information, or proof.

50. Will any of my retirement benefits be distributed to my spouse, child or other dependent in the event I am divorced?

If, pursuant to a Court Order, your spouse, child or other dependent is awarded all or a portion of your pension benefits under the Plan, and such Court Order meets the requirements of a Qualified Domestic Relations Order (QDRO), your pension benefits must be paid in accordance with the Court Order. You should understand that the Trustees are required by law to pay benefits as required by a QDRO.

The person claiming entitlement to your pension benefits must furnish the Trustees with a certified copy of the Court Order, which will be reviewed by the Trustees and the Plan Counsel to determine if it meets all requirements to be a QDRO. Once the Trustees receive a certified copy of a QDRO, you will be notified of their receipt and a copy of the provisions of the Plan relating to QDROs will be provided to you.

51. May I transfer a distribution from this Plan directly into another qualified retirement plan, or to an Individual Retirement Account?

All or part of certain distributions may be transferred directly from this Plan to another qualified retirement plan or to an Individual Retirement Account. (A qualified retirement plan includes retirement plans sponsored by not-for-profit institutions, and local and state governments, as well as retirement plans sponsored by businesses of various kinds.) These are referred to as Eligible Distributions. However, the following ARE NOT Eligible Distributions:

- A. any distribution which is one of a series of payments to be made for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your spouse or other beneficiary; or
- B. any distribution which is one of a series of payments being made over a period of at least ten (10) years; or
- C. any distribution which is a minimum distribution required to be made by law after you attain age 70-1/2; or
- D. the portion of any distribution which is not includable in your gross income; or
- E. payments made to someone other than an Employee, an Employee's surviving spouse, or an Alternate Payee who is a spouse or former spouse as the result of a QDRO.

Pension Plan

A beneficiary other than a surviving spouse or an alternate payee may elect a direct transfer of inherited assets into a “inherited IRA”. However, such beneficiary cannot roll the distribution over himself or herself after receipt of the distribution. An inherited IRA is an IRA established on behalf of the designated beneficiary and in a manner that identifies it as an IRA with respect to a deceased individual. It must also identify the deceased individual and the beneficiary, for example, “Tom Smith as beneficiary of John Smith”.

If you make a direct transfer of an Eligible Distribution you will not generally be liable at that time for income taxes on the amount transferred and the Plan will not be required to withhold taxes from the distribution. Even if you do not make a direct transfer of an Eligible Distribution, you can generally defer paying income taxes on the Eligible Distribution if you pay that amount to another qualified retirement plan or to an Individual Retirement Account within sixty (60) days after you receive it. Such a payment is referred to as a “Rollover Contribution”. However, in that case, the Plan must withhold taxes from the distribution.

On and after March 28, 2005, the Fund will only make automatic lump sum distributions regardless of your consent when the actuarial equivalent of the benefit is \$1,000.00 or less. The Fund will make these payments to you directly, and it will not invest the distribution in a Rollover Individual Retirement Account.

When you are entitled to receive a distribution from the Plan, the Fund Office will provide you with information about the distribution, any tax withholding requirements, and a form for you to elect to have an Eligible Distribution transferred directly to another qualified retirement plan or to an Individual Retirement Account. You should consult your tax advisor to get more specific information about tax consequences of any distribution.

For distributions after January 1, 2008, an Eligible Distribution shall include distributions to a “Roth Individual Retirement Account” provided you satisfy all of the requirements for such a distribution under applicable law. The Trustees are not responsible for assuring that you are eligible to make a rollover to a Roth IRA.

52. How will payments be made to me under the Plan if I am unable to care for myself due to either mental or physical incapacity?

If the Trustees determine that a pensioner or beneficiary is unable to care for his/her affairs because of mental or physical incapacity, then the Trustees may, in their discretion, pay his/her benefits to any entity or individual who the Trustees believe will provide for his/her maintenance and support. If proper claim is made by the Participant’s or beneficiary’s legal representative prior to any such payment, then the Trustees may pay his/her benefits to such representative instead.

Receiving Your Pension

Since your pension payments will be a substantial part of your retirement income, the details regarding the actual payment are explained in the following.

53. *When will my pension payments start once I have applied?*

If you have satisfied all of the requirements, your pension will start effective with the first day of the calendar month following the date the Plan Office receives your application.

For example, if you submit your application to the Plan Office on January 15th, your pension is scheduled to start no earlier than February 1st. However, one month must elapse before your pension actually starts; when your pension does start, it will be retroactive in this example to February 1st.

54. *How often will I receive my pension payments?*

Pension payments are made monthly at the beginning of each month.

55. *For how long will I receive my pension payments?*

Normal and Early Pension payments are payable as long as you live; the last payment that is payable to you is the one for the month in which you die. Disability Pension payments are payable as long as you live until age 55, except that, if you stop being disabled (in accordance with the terms of what disability means under the Plan) before age 55, the last Disability Pension payment will be the payment due for the month in which you recover. See Question 65 for a description of any payments that may continue to a Surviving Spouse after your death.

56. *Are there any circumstances under which my pension payments can be reduced, suspended, or forfeited?*

Once you become eligible for a Normal or Early Pension, the payments are non-forfeitable to the extent allowed by federal law. The primary instance in which your benefit can be suspended is if you engage in Prohibited Employment as described on pages 37 and 38 of this Summary. You could forfeit your monthly benefits for months in which you engage in Prohibited Employment. For more information about the Fund's Suspension of Benefits rules, contact the Fund Office.

Pension Plan

57. If I return to work under the Plan after retiring on an Early or Normal Pension, then I retire again, how is my pension calculated?

You will receive credit for any additional Pension Service you may have earned, offset by the value of any pension payments you may have received for the same Plan Year.

58. If I am interested in providing that my spouse participate in some way in my pension benefit, what should I do?

See question 65. When you apply for a pension benefit you may provide that your spouse will participate with you. You will be given the details as they apply to your own situation and you will be required to take a 30 day period to make up your mind about it. However, if both you and your spouse waive the 30 day requirement; you will then be required to take a 7 day period to make up your mind about it.

59. What if I receive a benefit I am not entitled to?

In the event that a Participant or a third party is paid benefits from the Fund in an improper amount or otherwise receives Plan assets not in compliance with the Plan (hereinafter “overpayments” or “mistaken payments”), the Fund has the right to start paying the correct benefit amount. In addition, the Trustees have the right to recover any overpayment or mistaken payment made to you or to a third party. The claimant, third party, or other individual or entity receiving the overpayment or mistaken payment must return the overpayment or mistaken payment to the Fund with interest at 18% per annum. Such a recovery may be made by reducing other benefit payments made to or on behalf of you, by commencing a legal action or by such other methods as the Trustees, in their discretion, determine to be appropriate. You, the third party, or other individual or entity, shall reimburse the Fund for attorneys’ fees and paralegal fees, court costs, disbursements, and any expenses incurred by the Fund in attempting to collect and in collecting the overpayment or mistaken payment of benefits. The determination as to these matters is solely made by the Trustees.

60. May I borrow on the pension money I am to get?

No. Furthermore, Plan provisions prohibit assignment of your pension payment for the payment of any obligation. Thus, your interest in the Plan is not subject to assignment or alienation, whether voluntary or involuntary. However, there is an exception for a Qualified Domestic Relations Order (QDRO). A QDRO is a court order specifying that a specific amount of your pension must be paid to your child or former spouse, or other person (see question 50).

If the Order is a QDRO, then the pension Fund Office will determine the dollar amount payable to each alternate payee, and will thereafter disburse the amounts so payable when they are due.

If there is a dispute as to whether the order is a QDRO, then any amounts which are payable before the dispute is resolved will be segregated into a separate account until a final determination is made.

Pension Plan

61. *When I retire, may I take a cash settlement instead of monthly pension payments?*

No. The purpose of the Plan, as stated above, is to provide pensions to retired Participants. However, if the actuarial equivalent of any payable pension is \$1,000 or less, the Trustees may, in their sole and uniform discretion, pay the benefit in a lump sum without your consent. On and after March 28, 2005, if the actuarial equivalent of any payable pension is more than \$1,000 but not greater than \$5,000 (or such greater amount as may be hereafter allowed by Internal Revenue Code Section 411(a)(11) governing qualified retirement plans), the Trustees may upon receipt of the appropriate application for benefits pay such present value in a lump sum as full payment of such pension.

62. *What happens to my retirement benefits if I am divorced?*

If you are divorced, a domestic relations order pursuant to your benefits under this Plan may be issued as part of the divorce settlement to provide benefits for an Alternate Payee (see question 50 for more detail).

63. *Can my pension money ever be assigned to pay for outstanding debts or other obligations?*

No, plan provisions prohibit assignment of your pension for the payment of any obligation. Therefore, your interest in the Plan is not subject to assignment or alienation, whether voluntary or involuntary. However, there is an exception for a Qualified Domestic Relations Order (see question 50).

64. *What is the method by which an individual receives pension benefits?*

The Trustees will determine the method by which an individual receives benefits, including check, direct deposit to a checking or savings account, or otherwise. The Trustees have absolute discretion in determining this. In the event the Trustees determine that the individual is indebted to the I.B.E.W. Local 910 Pension Fund, the Trustees are authorized to require providing pension entitlements by check or cash, delivered to the individual at the Fund Office.

The Trustees may direct that benefits payable under this Plan be made electronically by direct deposit to a checking/savings account maintained for the Participant or beneficiary. The Trustees are authorized to undertake such action as necessary to open an account for this electronic deposit. Further, any beneficiary or other joint holder of the account (if any) will be required to execute necessary documents required by the Trustees for this electronic deposit.

Surviving Spouse's Pensions

There are two benefits available under the Plan that apply to the surviving spouse of a Participant. One benefit may be waived by the retiring Participant and his spouse – the Post-Retirement Surviving Spouse's Pension. The other is automatic in the Plan – the Pre-Retirement Surviving Spouse Pension.

POST-RETIREMENT SURVIVING SPOUSE'S PENSION
(MAY BE WAIVED BY THE PARTICIPANT AND HIS SPOUSE)

65. What is the Married Couple form?

If you apply for a Normal or Early Pension benefit, you and your spouse will have the opportunity to elect to receive a reduced monthly pension paid to you as long as you live with the provision that, if your eligible spouse outlives you, he/she will start receiving 50% of the reduced monthly pension that you had been receiving.

Disability Pensions are not available in the Married Couple form.

Disability Pensions Effective On or After March 1, 1995. Before such a Disability Pensioner reaches his 55th birthday, he should apply for an Early Pension. From that point on, he is considered an Early Pensioner and he and his eligible spouse will have the option to receive the Early Pension in the Married Couple form. If such a Disability Pensioner dies prior to age 55, his eligible spouse will be eligible to receive the Pre-retirement Surviving Spouse Pension (see question 73).

Disability Pensions Effective Before March 1, 1995. Before such a Disability Pensioner reaches his 65th birthday, he should apply for a Normal Pension. From that point on, he is considered a Normal pensioner and, he and his eligible spouse will have the option to receive the Normal Pension in the Married Couple form. If such a Disability Pensioner dies prior to age 65, his eligible spouse will be eligible to receive the Pre-retirement Surviving Spouse pension (see question 73).

In order for your surviving spouse to be eligible to receive such a benefit at your death, he/she must have been lawfully married to you for at least one year up to the start of your pension. If you are married on the effective date of your pension, but have not been married for at least one year, you may also elect the Married Couple form, however, the Married Couple form will not become effective until the first day of the month coinciding with, or otherwise next following your first wedding anniversary. In this case, in order for your surviving spouse to be eligible to receive such a benefit, he/she must have been lawfully married to you for at least one year up to your date of death.

NOTE: The Trustees may rely on your written representations that you are married. If such representations later prove false, the Trustees may recover any excess benefits paid from the individual you claimed you were married to, and/or adjust any excess benefits paid.

Pension Plan

66. How much is the monthly pension I will receive if I want the pension to be paid in the Married Couple form?

For example, let's assume that you are retiring at age 65 with an accrued monthly pension benefit of \$1,500 and your spouse is age 60. If you decided to not receive your benefit in the Married Couple form, you would receive a monthly pension of \$1,500 that would be paid as long as you live and would stop with the date of your death (subject to the return of contributions benefit – see question 78). If you choose to receive a reduced monthly pension with the provision that 50% of such reduced monthly pension would continue to your surviving spouse as long as he/she lives (i.e., the Married Couple form), you would receive a monthly pension of \$1,298.19 with the provision that he/she would start receiving one-half of that, \$649.10 for as long as he/she lives after your death.

If your spouse were 57 years old (instead of 60) the corresponding figure for the Married Couple form would be \$1,274.48 per month for you, (instead of \$1,298.19).

These reductions apply to only the age combinations above. In all cases you should check with the Plan Office for the exact reductions for your situation.

67. If I choose the Married Couple form, retire and start receiving my reduced pension and something happens to my spouse, will the amount of my pension be restored to its original level?

Yes, effective for retirements on and after July 1, 2014, the Trustees modified the Plan so that the Married Couple form would include a free “pop-up” feature (see question 88).

68. How do I choose not to receive my benefit in the Married Couple form?

When you are applying for your Normal or Early Pension, you and your spouse will have the opportunity to choose whether or not you will receive your benefit in the Married Couple form. You and your spouse will have a period of at least 30 days (or at least 7 days if both you and your spouse waive the 30 day period) in length to make up your minds regarding how the benefit is to be paid. Both you and your eligible spouse must elect not to receive your benefit in the Married Couple form in order for it to be paid in any other form.

Your spouse's agreement to this waiver must be notarized and made during the 180-day period ending with the effective date of your pension.

NOTE: Such an election may not be filed or revoked after your pension has started.

69. How can my spouse and I learn more about the Married Couple form of pension?

When you are considering retirement, contact the Plan Office and, at least 30 days prior to the effective date of your pension, the Plan Office will provide you and your spouse with a written explanation of:

- The terms and conditions of the Married Couple form;
- Your right to waive the Married Couple form, and the effect of such a waiver;

Pension Plan

- Your spouse's rights with respect to your choice of pension; and
- Your right to revoke a previous election to waive the Married Couple form, and the effect of such a revocation.

70. *If I pass away after retirement and my surviving spouse is eligible to receive the pension because I elected the Married Couple form, must my spouse apply for it?*

Yes. All benefits must be applied for under the Plan.

71. *For how long will the spouse's pension be paid?*

For the life of the surviving spouse. Once your spouse starts receiving it, it is non-forfeitable to your spouse for any reason except death.

72. *What happens if I choose the Married Couple form, but no longer have a spouse when I retire?*

In the event that your spouse predeceases you prior to the time your pension payments are scheduled to begin, any election of the Married Couple form will be void and your pension will be determined in accordance with the provisions of the Plan on a "Life Only" basis. However, if you are divorced before you retire, and if your ex-spouse has a right to part of your pension under an appropriate divorce order, then the ex-spouse's claim will be honored.

PRE-RETIREMENT SURVIVING SPOUSE'S PENSION

73. *How does the Pre-Retirement Surviving Spouse Pension work?*

In the event you die after you are vested but before you have actually started receiving a Normal or Early Pension under the Plan, your eligible surviving spouse will start receiving a pension benefit on what would have been your earliest Early or Normal Pension Date. It will be payable to him/her monthly for as long as he/she lives.

This is called the Pre-Retirement Surviving Spouse Pension.

In order to be eligible to receive such a benefit, he/she must have been lawfully married to you for at least one continuous year ending on the date of your death.

74. *How much is that monthly pension?*

The monthly pension that is payable to the surviving spouse is calculated as if you had retired on your earliest possible Early or Normal Pension Date, and elected that he/she participate in the benefit with you (in the Married Couple form). He/She would start receiving 50% of what would have been your reduced monthly pension at that time.

Pension Plan

Example 1. Assume that you had accrued a monthly pension benefit of \$1,000 at the date of your death, and you and your spouse were age 63 at the time of your death. Let's assume further that the first day of the month immediately following your death was exactly 24 calendar months before your earliest Normal Pension Date. Your accrued monthly pension benefit of \$1,000 was scheduled to start at your Normal Pension Date. The fact that we are assuming you had retired 24 months early means that there would be a 6% reduction in what would otherwise have been the Normal Pension; this means that the pension that would have been paid to you at your Early Pension Date is \$940 per month.

However, it is assumed that you would have elected the Married Couple form; this would have reduced your monthly pension to \$846.87. This is the amount that would have been paid to you monthly had you retired instead of dying with the pension benefit paid in the Married Couple form. Following your death, your spouse, were he/she still alive, would start receiving one-half of that amount for life.

Accordingly, in this example, your eligible surviving spouse would start receiving, at your death, \$423.44 per month payable for as long as he/she lives.

Example 2. Assume that you had accrued a monthly vested pension benefit of \$800 at your death at age 52, and your wife was age 50 at the time of your death. Your wife's pension would be calculated by adjusting the \$800 monthly benefit that you had accrued for early retirement and for electing the Married Couple option, and then taking 50% of that reduced amount. In this example he/she would be eligible to receive a monthly pension of \$259.10 effective with the first day of the month coinciding with, or otherwise next following what would have been your 55th birthday (your earliest Early Pension Date).

75. *May my spouse elect to receive the pre-retirement surviving spouse pension as a lump sum?*

If you die after you are vested, but before you have satisfied the age and service requirements for an Early or Normal Pension, then your eligible surviving spouse will receive the pre-retirement spouse pension as a lump sum settlement so long as the settlement is less than or equal to \$5,000 (or such greater amount as may be hereafter allowed by Internal Revenue Code Section 411 (a)(11) governing qualified retirement plans).

76. *After I die, will my spouse receive more information about the pre-retirement surviving spouse pension?*

Yes. Within a reasonable period after the Pension Office receives notice of your death, it will provide your surviving spouse with an explanation of the pre-retirement surviving spouse pension, the terms and conditions of the pension, and your spouse's rights.

Lump Sum Death Benefit

77. How do I qualify for the lump sum death benefit coverage under the Pension Plan?

If, you are a Participant under this Plan at the time of your death (active, separated vested or on pension), you are qualified for death benefit coverage.

78. How much is the lump sum death benefit?

The amount is the sum of the contributions made to the Plan by your Employers less any pension payments (Disability, Early and/or Normal) made to you before your death and to your eligible Surviving Spouse after your death.

Any contributions made for work that was before a break in service that took place before you were vested (and was not reinstated) will not be a part of your death benefit.

79. How does the Pre-Retirement Surviving Spouse Pension affect the lump sum death benefit?

The lump sum death benefit will not be paid until all payments to your eligible surviving spouse have been made first. If at the time of the death of your surviving spouse the total pension benefits paid to you and your spouse do not exceed the lump sum death benefit that was in effect at your death, then the difference between the death benefit and the sum of the pension payments already received will be paid in a lump sum to your beneficiary.

However, if you die after you are vested, but before you have satisfied the age and service requirements for an Early or Normal Pension, then your eligible surviving spouse will be given the option of receiving his/her Pre-Retirement Surviving Spouse Pension as a lump sum settlement. If he/she elects the lump sum value of his/her deferred pension, the excess of the value of the lump sum death benefit over the lump sum settlement for the Pre-Retirement Surviving Spouse Pension (if any) would then be paid to your beneficiary. If the lump sum settlement for the Pre-Retirement Surviving Spouse Pension is less than or equal to \$5,000 (or such greater amount as may be hereafter allowed by Internal Revenue Code Section 411(a)(11) governing qualified retirement plans) then your eligible spouse **must** receive his/her benefit as a lump sum.

80. How does the Married Couple option affect the lump sum death benefit?

If you have retired under the Married Couple form, the lump sum death benefit will not be payable until after both you and your eligible surviving spouse have passed away. If, at that time, you and your eligible surviving spouse together have not received back, in pension payments, an amount equal to the death benefit that had accumulated before your retirement, the balance will be payable in a lump sum to your beneficiary.

Pension Plan

81. Who can be my beneficiary for the lump sum death benefit?

You may name anyone you like to be your beneficiary. Such designation, however, must be made in writing and given to the Trustees. You may also change your beneficiary at any time, once again in writing and filed with the Trustees. Any beneficiary designation, or change in beneficiary designation, received by the Trustees after your death will not be honored.

If a death benefit is due and you have not chosen a beneficiary, or the beneficiary you have chosen has passed away, the death benefit will be paid to your estate, or to your surviving spouse's estate (if appropriate).

82. Will a death benefit be paid automatically at my death?

No. As with all the other benefits under this Plan, your surviving spouse or beneficiary must apply for the death benefit.

Different Rates Of Contributions

If the rate of contributions per hour of work required to be made by your employer to the Local 910 Pension Plan is different from the negotiated rate of contributions required to be made for inside construction, then the years of Pension Service credited to you for such work will be adjusted proportionately.

83. Under what circumstances may my employer's rate of contributions differ from the inside construction rate?

If you work in the area of another pension plan with which this Plan has a reciprocal agreement, the contribution rate will most likely be different.

If you work in the area of this pension plan in residential work, the rate of contributions required to be made for residential work may be different from the rate of contributions required to be made for inside construction.

84. What is a reciprocal agreement?

The Pension Plan has entered agreements with certain other pension plans for I.B.E.W. bargaining unit employees. In accordance with the terms of these agreements, when a permanent member of this Pension Plan works in the area of the other pension plan, payments are sent by the other pension plan to this Pension Plan. He receives no credit of any kind under the other pension plan, but receives credit under this Pension Plan as if he had worked in the area of this Pension Plan.

Likewise, if you are not a permanent member of this Pension Plan but work in this Pension Plan's area and are a permanent member of a pension plan with which this Pension Plan has such a reciprocal agreement, you will receive no credit under this Pension Plan. Your credits for your work here will be determined by the rules of the other pension plan.

Optional Forms Of Pension Payment

If you are single on your Early or Normal Pension Date, your pension will be paid for your lifetime (see question 87). This is called a life annuity. If you are legally married to an eligible spouse on your Early or Normal Pension Date your pension will be paid in the Married Couple form (see question 65). However, optional forms of payment are available if you and your eligible spouse so choose.

85. *May I receive my pension in a form which is different from the form described above?*

Yes; if you do not want the standard form described above you may select an optional form of payment.

If you are married, both you and your eligible spouse must elect not to receive your benefit in the Married Couple form in order for it to be paid in an optional form.

Your spouse's agreement to this waiver must be notarized and made during the 180-day period ending with the effective date of your pension.

86. *What are the optional forms of pension payment?*

The options you may choose are:

1. a life annuity with no continuance to your surviving spouse;
2. a life annuity with 50% continuance to your surviving spouse, with "pop-up" (the Married Couple form which is the standard form for someone who is married);
3. a life annuity with 75% continuance to your surviving spouse, with "pop-up";
4. a life annuity with 100% continuance to your surviving spouse, with "pop-up"; or
5. a level income annuity.

87. *How is the life annuity with no continuance to my surviving spouse paid?*

As you know, this is the standard form for someone who is not married on their Early or Normal Pension Date. However, this option may also be chosen by a married applicant.

Under this option, a monthly Early or Normal Pension is paid for the life of the Participant. There is no continuance to a surviving spouse after the Participant's death.

Pension Plan

88. How is the life annuity with continuance to my surviving spouse paid, and how does the “pop-up” feature work?

As you already know, the Married Couple form, which is the standard form for married applicants is a life annuity with 50% continuance to your surviving spouse (see question 65).

The life annuity with 100% or 75% continuance to your surviving spouse is a reduced monthly pension paid to you as long as you live with the provision that if your eligible spouse outlives you, he/she will start receiving 100% or 75% of the reduced monthly pension that you had been receiving. Of course, the reduction for the 100% continuance is greater than the reduction for the 75% or 50% continuance.

Effective for retirements on or after July 1, 2014, if you elect the 50%, 75% or 100% continuance to your surviving spouse and your eligible spouse dies before you your future monthly benefits will “pop-up” to the life annuity amount for the remainder of your life.

89. How does the level income annuity work?

By electing the Level Annuity, your Early Pension will be coordinated with other sources of retirement income you may have commencing at age 62. You may elect the Level Income Option if you are applying for an Early Pension and you satisfy both of the following eligibility requirements:

1. the effective date of your Pension must be prior to your 62nd birthday; and
2. if necessary, you and your spouse must have rejected the Married Couple benefit as described in question 65.

Under this option, you will receive larger monthly pension payments until age 62 when your other sources of retirement income begin; after age 62 your pension payments will be reduced or terminated.

Example Suppose you wanted to retire at age 60 and you were planning on applying for a Social Security pension at age 62. Suppose further that your Early Pension benefit beginning at age 60 would be \$1,000.00 if paid to you for life with no survivor’s benefit and your estimated monthly Social Security Pension plus NEBF and International Pensions at age 62 also totals \$1,000.00. If you chose to receive your Early Pension as a life annuity, you would receive \$1,000.00 per month from age 60 to age 62, then \$2,000.00 per month from age 62 forward, taking into account the Pension you would receive from this Fund plus your Social Security, NEBF, and International pensions.

If you elected the Level Income Option, your monthly Pension from this Fund would be \$1,838.00 from age 60 to age 62 and \$838.00 after age 62. Then combined with your estimated Social Security, NEBF, and International pensions of \$1,000.00, this means that you would receive a level amount (\$1,838.00) from age 60 for life, taking into account your Early Pension plus your Social Security, NEBF, and International pensions.

Pension Plan

The adjustment made for the Level Income Option depends on your age at retirement, your estimate of other retirement income sources commencing at age 62 and the amount of your Pension benefit accrued under this Fund.

You are responsible for providing the Fund Office with a written estimate of your other retirement income. The estimate must be in a form acceptable to the Fund Office. For example, suppose you are relying on a Social Security Pension and also an NEBF Pension at age 62. You may write to Social Security and the NEBF and they will assist you but the ultimate responsibility for the estimate is yours.

90. Suppose I begin receiving my Early Pension in the Level Income form, then later discover that my estimate of other sources of retirement income commencing at age 62 was incorrect. Can I change the amount?

No. Once your monthly Pension commences you may not revise your estimate for Pension calculation purposes.

91. If I begin receiving my Early or Normal Pension in an optional form, may I later rescind that election?

No. Once your monthly pension commences in the optional form it is irrevocable.

Merger Of I.B.E.W. Local 781 Pension Fund

On November 1, 1994, the I.B.E.W. Local 781 Pension Fund was merged with the I.B.E.W. Local 910 Pension Fund. As a result, former Participants of the Local 781 Plan became Participants in the Local 910 Plan.

92. How is my pension benefit determined if I am a former Local 781 Plan Participant?

If you are a former I.B.E.W. Local 781 Pension Plan Participant, when you retire your pension amount will be figured in two ways:

1. First, your benefit will be calculated using the rules of the I.B.E.W. Local 781 Pension Plan in effect on October 31, 1994, counting all hours of Pension Service and Vesting Service whether earned under the Local 910 Plan or the Local 781 Plan. The Local 781 Plan rules must be applied in their entirety and not on a piecemeal basis. The only exception is the monthly unit pension benefit for each year of Pension Service not attributable to interrupted Pension Service was raised from \$21.00 to \$23.00 effective January 1, 1996 for former I.B.E.W. Local 781 Pension Plan Participants. For pensions which became effective January 1, 1998 through December 31, 1998, the monthly unit pension benefit for each year of Pension Service not attributable to interrupted Pension Service was increased to \$25.00. For Pensions which became effective January 1, 1999 through December 31, 1999, the monthly unit pension benefit for each year of Pension Service not attributable to interrupted Pension Service was increased to \$30.00. For pensions which became effective on or after January 1, 2000, the monthly unit pension benefit for each year of Pension Service not attributable to interrupted Pension Service was increased to \$35.00.
2. Next, your benefit will be calculated using the rules of the I.B.E.W. Local 910 Pension Plan counting only the hours of Pension Service and Vesting Service earned under the Local 910 Plan after October 31, 1994.

Your benefit will then be determined using the method described above which produces the larger amount.

93. How can I find out about the I.B.E.W. Local 781 Plan rules in effect on October 31, 1994?

If you are a former I.B.E.W. Local 781 Pension Plan Participant, you would have received a Summary Plan Description copy from your former plan. If you have lost your copy, there are extra copies available at the Fund Office.

Appeal Procedure

Each claim for any benefit disbursement under this Plan is reviewed under the direction of the Board of Trustees. The facts that are presented with the claim are considered in evaluating it. Sometimes the Fund Office will not receive all the pertinent details when a claim is presented which could result in a denial of your claim. Regardless of the reason for the denial, you are entitled to a review of your denied claim.

94. What happens if my application for benefits under the Plan is denied?

Initial Adverse Benefit Determinations

If your claim for benefits is denied in whole or in part for any reason, the Plan will send you written notice of its decision within 90 days after it receives your claim. Should special circumstances require an extension, the Plan will send you written notice of the decision no later than 180 days after it receives your claim. If an extension is necessary, you will be given written notice of the extension before the expiration of the initial 90-day period, which shall indicate the special circumstances requiring the extension of time and the date by which the Plan expects to render the benefit determination.

The Plan's written notice of its decision will include the specific reason or reasons for the adverse benefit determination; reference to specific Plan provisions on which the determination is based; a description of any additional material or information necessary for you to complete your claim and an explanation of why such material or information is necessary; and a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act following an adverse benefit determination on review.

Appeal of Adverse Benefit Determinations

If you are not satisfied with the reason or reasons why your claim was denied, then you may appeal to the Board of Trustees. To appeal, you must write to the Trustees within 60 days after you receive the Plan's initial adverse benefit determination. Your correspondence (or your representative's correspondence) must include the following statement: "I AM WRITING IN ORDER TO APPEAL YOUR DECISION TO DENY ME BENEFITS. YOUR ADVERSE BENEFIT DETERMINATION WAS DATED _____, 20__." If this statement is not included, then the Trustees may not understand that you are making an appeal, as opposed to a general inquiry. If you have chosen someone to represent you in making your appeal, then your letter (or your representative's letter) must state that you have authorized him or her to represent you with respect to your appeal, and you must sign such statement. Otherwise, the Trustees may not be sure that you have actually authorized someone to represent you, and the Trustees do not want to communicate about your situation to someone unless they are sure he or she is your chosen representative.

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You shall have the opportunity to submit written comments, documents, records, and other information related to the claim for benefits. You shall also be provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits. A document, record, or other information is relevant to a claim if it was relied upon in making the benefit determination; was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; demonstrates compliance with the administrative processes and safeguards required in making the benefit determination; or, in the case of Disability Pension claims only, constitutes a statement of policy or guidance with respect to the Plan concerning the denied benefit, without regard to whether such advice or statement was relied upon in making the benefit determination. The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Determinations on Appeal

The Trustees at their next regularly scheduled meeting will make a determination of the appeal. However, if the appeal is received less than thirty (30) days before the meeting, the decision may be made at the second meeting following receipt of the request. If special circumstances require an extension of time for processing, then a decision may be made at the third meeting following the date the appeal is made. Before an extension of time commences, you will receive written notice of the extension, describing the special circumstances requiring the extension. The Plan will notify you of the benefit determination not later than 5 days after the determination is made.

If your appeal is denied, the Plan's written notice of the Board's decision will include the specific reason or reasons for the adverse benefit determination; reference to specific Plan provisions on which the determination is based; a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits; and a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act.

The Trustees' final decision with respect to their review of your appeal shall be final and binding upon you, since the Trustees have exclusive authority and discretion to determine all questions of eligibility and entitlement under this Plan. Nonetheless, if you disagree with the final decision of the Trustees with respect to your appeal, then you may start a legal action against this Plan. However, no legal action may be commenced or maintained against this Plan more than 180 days after the Plan Trustees' final decision on appeal is deposited in the mail to the Participant's or beneficiary's last known address.

Plan Provision Regarding Suspension Of Early & Normal Pension

GENERAL. In the event an Early or Normal Pensioner works at least 40 hours in Prohibited Employment in the Plan Area in a month after 1981 for which he is entitled to an Early or Normal Pension payment hereunder as the result of his successful application for such payment, his pension payment hereunder for such month shall be withheld and forfeited provided the proper notice is provided to him by the Trustees. Such withholding and forfeiture shall not apply to that part of the Pensioner's pension payment derived from the Pensioner's own contributions.

PROHIBITED EMPLOYMENT. For the purpose of this Article, Prohibited Employment means an hour of employment (whether union or non-union, whether in self-employment or employed, whether actually working or supervising such work, whether contributions are required to be made to the Fund on account of such hour or not) for which the Pensioner is compensated by the Employer:

- A. in the same industry in which Employees covered by the Plan worked at the effective date of the effected Employee's Pension; and
- B. in the same professional trade, or craft in which the effected Employee worked at any time that was classed as Pension Service for him.

PLAN AREA. For the purposes of this Article, Plan Area means New York State.

NOTIFICATION. No pension benefit payments may be withheld from a Pensioner in any month unless, and until, during the first such month the Trustees notify the pensioner of the suspension. Such notification shall be delivered personally or by first class mail and shall contain:

- A. a description of the reason pension payments are being suspended;
- B. a general description of this Article;
- C. a copy of this Article;
- D. a statement that an appeal of the Trustees' decision in this matter may be accomplished using the Plan's claim denial appeal procedure;
- E. a statement that the Department of Labor regulations dealing with suspension of benefits may be found in section 2530.203-3 of the Code of Federal Regulations;

In addition to notice from the Fund, you are required to notify the Trustees of the Fund in writing to the Fund Office within seven (7) days of any employment, regardless of the number of hours of employment you may have worked in a month. The notice must indicate the dates and location of the work. Based on this information, the Trustees will determine whether benefit payments should be suspended.

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The Trustees may request from you, and you are obligated to provide, access to reasonable information for the purpose of verifying your employment or unemployment. You must advise the Fund of the identity of your Employer(s), the location of the work, the type of work you performed, and any other information the Fund may request. Further, you must provide the Fund with any requested documentation concerning such employment, including, but not limited to, W-2 statements, paychecks, Social Security Administration Earnings Statements, authorizations to obtain Social Security Administration Earnings Statements, and job descriptions.

If you continue to work past Normal Retirement Age, you may be asked to notify the Fund Office periodically of your employment status, including providing forms for the Social Security Administration to verify your earnings. If asked to furnish that information, you must give it in writing on the forms provided by the Fund Office, and you must submit it to the Fund within thirty (30) days of the Fund's request for information. The notice must be given to the Fund Office regardless of the number of hours of your work. If you do not complete the required documents and return them to the Fund, the Trustees may presume that you are still working in Prohibited Employment as discussed below. You have the right to overcome that presumption and receive pension benefits, but you must submit sufficient documents and information to the Fund Office.

The Trustees retain the right to withhold benefit payments until you submit sufficient notices and information with the Fund as discussed below. When you wish to resume retirement benefits after periods of Prohibited Employment, you must notify the Fund in accordance with these procedures.

PRESUMPTION. If the Trustees become aware that you are working and you have not provided sufficient information for a determination as to whether the pension payments should be withheld because of Prohibited Employment, the Trustees will presume such employment to be prohibited and will withhold payment of benefits. Such presumption will continue until you provide proof to the Fund that you have ceased Prohibited Employment. You shall have the right to overcome this presumption by establishing that your work was not in fact an appropriate basis, under the Plan, for the suspension of your benefits. If pension payments are withheld because you have not provided the proper information and you establish that the employment was not prohibited, the Fund will reinstate your pension payments retroactively not including any months in which you perform Prohibited Employment after the necessary information is provided and the determination is made by the Trustees. The information concerning employment should be sent to the Fund Office.

RESUMPTION OF PENSION PAYMENTS. In order that the payment of monthly pension benefits be resumed under this Plan once a suspension described in the first section of this Article has taken place, the Pensioner must notify the Trustees in writing that he has ceased working at Prohibited Employment. The Trustees shall resume the pension payments to the Pensioner, in the same monthly amount that he had been receiving prior to suspension, with the first day of the third calendar month following the calendar month in which the Trustees receive the Pensioner's notice called for in the prior sentence. Subject to the following sections, should the Pensioner be due any payments that were withheld for months prior to the resumption of payments in which the Pensioner did not work the prescribed duration of Prohibited Employment, such withheld payments shall be paid upon recommencement of pension payments.

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RECOVERY. In the event a Pensioner receives a monthly pension payment for a month for which the Trustees have the right to withhold and forfeit such payment, the Trustees shall recover such payment by reducing the payment otherwise payable to the Pensioner for the month immediately following his cessation of work in Prohibited Employment for which payment is not due until the third month following the Pensioner's notification to the Trustees called for in the preceding section. If the reductions described in the prior sentence are not sufficient to permit recovery of payments that should not have been made, the Trustees shall recover such unrecovered difference by reducing the otherwise size of future recommended monthly pension payments by no more than 25% until such recovery is complete. If you die before recoupment of the overpayments has been completed, deductions shall be made from the benefits payable to your beneficiary subject to the 25% limitation on the rate of deduction.

STATUS DETERMINATION. A Pensioner or Employee may write to the Trustees to determine if an actual or contemplated employment is Prohibited Employment and the Trustees shall reply to such request for information after securing enough details to make such a judgment.

SUSPENSION OF BENEFITS BEFORE 1982. If a Normal or Early Pensioner becomes employed before 1982 in the same industry, in the same trade, and in the same geographical area covered by this Plan, or by a plan with which this Plan has a reciprocal agreement at his Pension Date, his pension benefit payment shall not be payable for any month before 1982 in which he works at such employment or self-employment for any length of time.

APPEAL. You are entitled to a review of the determinations regarding the suspension of your benefits by filing a written request with the Trustees within sixty (60) days after you receive the notice of suspension. The same right of review by the Trustee shall apply, under the same terms, to a determination by or on behalf of the Plan that actual or contemplated employment is prohibited. The Trustees will provide you with their determination in accordance with the procedures set forth in the Summary Plan Description dealing with benefit claims.

IF I RETURN TO WORK AFTER RETIREMENT, CAN I EARN ADDITIONAL BENEFITS?

If you return to Covered Employment after a normal retirement, your pension amount will be recomputed upon subsequent retirement. The new pension amount will be revised based upon the additional Pension Service you earn during reemployment. If you were receiving your benefits in the Married Couple form, your benefits will be subject to actuarial reduction based on the ages and other actuarial factors on the date of subsequent retirement.

If you are receiving an Early Pension and return to Covered Employment, any additional Pension Credit which you accumulate will be used to increase your future monthly benefits even if payment of your Early Pension is not suspended as described above. However, any increase in your Early Pension monthly benefits will be reduced by the actuarial equivalent of the present value of any pension payments you received for the months during which you accrued additional Pension Service.

Section 2

Technical Details

As required by the Employee Retirement Income Security Act of 1974 ("ERISA")

1. **Plan Name:** Local Union No. 910 I.B.E.W. Pension Plan.
 2. **Edition Date:** This Summary Plan Description is produced as of July 1, 2015.
 3. **Plan Sponsor:** Board of Trustees of the Local Union No. 910 I.B.E.W. Pension Plan.
 4. **Plan Sponsor's Employer Identification Number:** 16-6149240
 5. **Plan Number:** 001.
 6. **Type Of Plan:** A Pension Plan, the contributions to which are negotiated and the benefits of which are determined by the Trustees.
 7. **Plan Year Ends:** June 30th.
 8. **Plan Administrator:** Board of Trustees of the Local Union No. 910 I.B.E.W. Pension Fund, 25001 Water Street, Watertown, New York, 13601. Telephone: (315)782-5941
 9. **Agent For The Service Of Legal Process:** Mr. John Love, Local Union No. 910 I.B.E.W. Pension Fund, 25001 Water Street, Watertown, New York, 13601. Telephone: (315)782-5941
- In addition to the person designated as agent of service of legal process, service of legal process may also be made upon any Plan Trustee.
10. **Type Of Plan Administration:** Self-administered.
 11. **Type Of Funding:** Self-insured.
 12. **Sources Of Contributions To Plan:** Employers required to contribute to the Local Union No. 910 I.B.E.W. Pension Fund, and certain Pension Funds with whom this Fund has reciprocal agreements from time to time.
 13. **Collective Bargaining Agreement:** This Plan is maintained in accordance with a collective bargaining agreement. A copy of this agreement may be obtained by you upon written request to the Fund Manager and is available for examination by you at the Plan Office.

Pension Plan

14. Participating Employers: Upon written request, you may receive from the Fund Manager information as to whether a particular employer participates in the sponsorship of the Plan. If so, you may also request the employer's address.

15. Plan Benefits Provided By: Local Union No. 910 I.B.E.W. Pension Fund.

16. Eligibility Requirements, Benefits & Termination Provisions Of The Plan: See Part A. of this booklet.

17. How To File A Claim: Application for all benefits must be made in writing on forms that should be obtained from the Fund Manager at the Fund Office. You may secure such forms by writing, telephoning, or visiting (during the hours of 7:30 A.M. to 4:00 P.M. on regular business days) at the Fund Office. The address is:

25001 Water Street
Watertown, NY 13601
Phone #: (315)782-5941

No benefit payments will be due prior to the first day of the month following the date a signed application is received at the Fund Office.

18. Review Of Claim Denial: If you submit a benefit application to the Fund Office and it is denied, in whole or part, you will be so notified.

If a denial takes place, you are entitled to appeal the decision by writing to the Trustees at the Fund Office, within 60 days of the denial, asking that a review of the denial be made. You or your representative may review the pertinent records and documents. You may attend the review hearing.

After the review, you will be notified of the results of the review.

More specific information regarding this procedure may be obtained from the Fund Manager.

19. Rights And Protections:

STATEMENT OF ERISA RIGHTS

As a Participant in this 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 Employee Benefits Security Administration.

Pension Plan

- ◆ 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 Funding Notice. The Plan Administrator is required by law to furnish each Participant with a copy of the Annual Funding Notice.
- ◆ Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) 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.

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 employee benefit plan. The people who operate your 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 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 or a medical child support 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.

Pension Plan

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, 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.

20. Qualified Military Service. Notwithstanding any provision to the contrary, you will be given credit for contributions, benefits and service relating to certain periods of military service as required by Federal Law.

21. Pension Benefit Guaranty Corporation (PBGC) Insurance:

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 lesser of \$33 or the excess of the accrual rate above \$11. The PBGC's maximum guarantee limit is \$35.75 per month times a Participant's years of service (for a plan with an accrual rate of \$44 or more). 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 5 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.

Pension Plan

For more information about 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>.

22. The Plan Sponsor and Plan Administrator is the Board of Trustees of the Local Union No. 910 Pension Plan: The following are the individual Trustees that make up the Board as of July 1, 2015.

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