

**NORTHERN CALIFORNIA ELECTRICAL WORKERS PENSION PLAN**

**[For IBEW Local 6 Members]**

**SUMMARY PLAN DESCRIPTION**

**\*\*\* [KEEP THIS BOOKLET FOR FUTURE REFERENCE] \*\*\***

**January 2007**

**NORTHERN CALIFORNIA ELECTRICAL WORKERS  
PENSION PLAN**

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**NORTHERN CALIFORNIA ELECTRICAL WORKERS  
PENSION PLAN**

January 2007

Dear Participant:

We are pleased to provide this restated Plan booklet, known as a Summary Plan Description, of the Northern California Electrical Workers Pension Plan (Plan). The Plan covers members of IBEW Local Union 6 who work in Covered Employment under a collective bargaining agreement which requires employer contributions to the Plan. The Plan is designed to provide some measure of financial security for you and your family upon retirement.

This booklet provides a summary description of the Plan. The booklet is intended only to highlight the key features of the Plan. The formal text of the Plan controls eligibility, benefit payments, participation, administration and other aspects concerning your pension. In the event of any ambiguity or conflict between this booklet and the Plan, the Plan will govern.

The Plan was established as of June 1, 1961, and has been amended several times since that date, including having been restated effective as of January 1, 2002. This booklet encompasses all amendments through December 31, 2006.

A separate Trust Agreement has been entered into between IBEW Local 6 and the San Francisco Electrical Contractors Association, which sets forth the duties of the Trustees, among other provisions.

You should read this booklet carefully. If you are married, you may want to discuss this booklet's contents with your Spouse. **YOU SHOULD KEEP THIS BOOKLET FOR FUTURE REFERENCE.**

If you have any questions about the Plan or desire additional information, please contact the Plan Office.

Sincerely,

Board of Trustees

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**WARNING**

**CAUTION - FUTURE PLAN AMENDMENTS**

Future amendments to the Plan may have to be made from time to time to comply with new federal laws, rulings by federal agencies, and other changes adopted by the Trustees. Such amendments may change or otherwise affect the contents of this booklet. You will be notified if significant amendments to the Plan are made. Before you decide to retire and file an application for your pension, you should contact the Plan Office to determine if there have been amendments to the Plan since this booklet was published that may affect your plans for retirement.

**LIMITATION UPON RELIANCE ON BOOKLET AND STATEMENTS**

This booklet provides a brief, general summary of the Plan rules. It is not intended to cover all of the Plan's details. Nothing in this Summary Plan Description is meant to interpret or change the Plan provisions. You should review the Plan to fully determine your rights. The Plan is available for your review at the Plan Office upon written request.

You are not entitled to rely upon statements of representatives of the Plan Office, a trustee, an Employer, a Union officer, or any other person or entity. As a courtesy to you, the Plan Office may respond orally to questions; however, **oral information and answers are not binding upon the Plan or the Trustees and cannot be relied upon in any dispute concerning your benefits.**

If you would like an interpretation of a Plan provision, you should address your request in writing to the Board of Trustees at the Plan Office. To make their decision, the Trustees must be furnished with full and accurate information concerning your situation.

You should further understand that, from time to time, there may be a mistake in a statement or letter that you receive which may have to be corrected upon an audit or review. **The Board of Trustees reserves the right to make corrections at any time.**

The Plan does not provide tax advice or indicate how you should receive your benefits. **You should discuss with a tax advisor the tax consequences of any withdrawal of funds or selection of a benefit option.**

\* \* \* \*

IF YOU ARE CLOSE TO OR THINKING ABOUT RETIREMENT

**Contact the Plan Office to Schedule an Appointment**

The Board of Trustees encourages you to phone or write the Plan Office (415-263-3670), approximately four months before you intend to retire, to schedule an appointment with a Plan representative to review your retirement options and to determine what documents you may need for timely processing of your pension application. The Pension Plan office is located at 720 Market Street, Suite 700, San Francisco, CA 94102.

\* \* \* \* \* \* \* \* \* \*

Submit Pension Application to the Plan Office

To be entitled to a Pension or any other benefit under the Plan you must file an application with the Plan Office. You may contact the Plan Office and request that a Pension application form and package be sent to you. As noted above, you may want to file your application at least four months before you wish to retire. That will give the Plan Office time to process your application and obtain all the necessary information. As part of the application process you should submit at least the following to the Plan Office.

- ! your intended retirement date;
- ! proof of your age (birth certificate) and that of your Spouse if you are married;
- ! your social security number, and if married, your spouse's social security number;
- ! proof of marriage, if applicable (marriage certificate);
- ! if applicable, copy of any domestic relations order that requires pension payments to a spouse or a former spouse (See Section 12.E. for more information);
- ! military discharge papers, if applicable;
- ! wage and employment history information;
- ! if you seek a disability pension proof of your Social Security disability award.

The Plan Office will notify you when your application is approved.

## QUESTIONS AND ANSWERS

1. Who is covered by the Plan?

Employees of contributing Employers who employ electrical workers pursuant to a collective bargaining agreement between IBEW Local 6 and the San Francisco Electrical Contractors Association which require contributions to this Plan (“Collective Bargaining Agreement”) are covered by this Plan. Certain Employees of IBEW Local 6 and the Joint Apprenticeship Training Committee (“JATC”) participate pursuant to Subscription Agreements entered into with the Plan. In addition, former bargaining unit personnel who qualify as alumni are permitted to participate in the Plan as allowed under IRS regulations. See Sections 3 and 4 of this booklet for a summary of the Plan's participation and eligibility rules.

2. Who runs the Plan?

Only the Board of Trustees of the Plan is authorized to interpret the Plan document provisions described in this booklet. No Employer, Union or any other person or organization is authorized to interpret the Plan, except as authorized by the Board of Trustees. The Board of Trustees has the discretionary authority to determine benefit claims, make findings of fact and construe the terms of the Plan, any Plan amendments, and other pertinent documents or rules and regulations.

3. Where can I get information concerning the Plan?

This booklet is only a brief description of the Plan. Copies of the Plan, Trust Agreement, and the Plan's annual report filed with the U.S. Department of Labor (Form 5500) are available for your review at the Plan Office during normal working hours upon advance written request.

You may obtain copies of these documents by written request and upon payment of a reasonable copying charge (25 cents per page). You should contact the Plan Office to determine the charges. The Plan's phone number is 415-263-3670. You may write to the Plan Office at: 720 Market Street, Suite 700, San Francisco, CA 94102.

4. Can I use my benefits as security?

No. Federal law does not permit you to assign, sell or otherwise dispose of your rights, nor can anyone else obtain your rights under the Plan. One exception to that rule is that a court may order that all or a portion of your benefits be used to satisfy child or spousal support obligations pursuant to a Qualified Domestic Relations Order. In addition, the Plan may be required to comply with an IRS levy on your pension benefits once your benefits are in pay status. (Exception: At retirement, you may assign a portion of your monthly benefit to the S.F. Electrical Workers Health and Welfare Plan to automatically pay your monthly retiree medical premiums.

5. Can I borrow from the Plan?

No. The Internal Revenue Code does not permit Plan loans from a defined benefit pension plan, such as this Plan.

6. May I contribute to the Plan when I am not working?

No. Employee contributions are not permitted under the Plan.

7. May I buy additional benefits at retirement? No, generally you are not allowed to pay into the Plan. However, under a pension enhancement provision, you may transfer all or a portion of your NCEW defined contribution plan account to this Plan to increase your Plan benefit. This option is described in more detail in Section 9.D.

8. Might I lose benefits because of IRS limits on benefits?

The Internal Revenue Code has established certain limits on the amount of pension benefits you may receive. Although these limits are not expected to apply in ordinary cases, the Plan is required to contain certain rules restricting your benefits.

9. How often and when do I receive a pension statement?

Once a year. You will receive an annual statement which shows the hours reported on your behalf by month and your anticipated monthly pension benefit at normal retirement age as of December 31 of the prior year. In most years you should receive the statement by the end of May of each year. If you have not received your statement by that time, contact the Plan Office.

10. Why does it take so long to receive my annual statement?

The following time line may provide you with a better understanding of the events that need to occur to complete your annual statement:

- December hours are received in January and processed in February;
- Incoming reciprocal hours for December from other plans are not received until some time in February and processed in March (by including the additional month of contribution activity, the annual valuation statements will also reflect any late hours and contributions that are reported in February);
- The Plan's books are closed in mid-March;
- The Plan's certified public accountant conducts the annual audit during the latter part of March;

- The accountant completes the draft financial statements by early to mid April;
- As soon as the financial statements are completed, hours and contributions that have been credited to individual records are then verified for accuracy;
- The annual statements are prepared and distributed before May 31 in most instances.

In addition, unforeseen events and problems, such as banking errors, may occur which can lead to delays.

11. How are apprenticeship hours counted?

Hours for first year apprentices count towards vesting (Credited Service) but not for benefits (Pension Credit). After the first year, apprentices receive Pension Credit (see Section 5) for each hour worked in Covered Employment.

12. What happens to Employer contributions made on my behalf when I work in an area of a different IBEW Local Union?

For a more detailed summary of what happens, see Section 15 of this booklet. If you work under a Collective Bargaining Agreement in the jurisdiction of another IBEW Local Union, your Employer's contributions under that agreement will be made on your behalf to that Local Union's pension fund. If that Local Union's pension fund is signatory to the Electrical Industry Pension Reciprocal Agreement (or an separate agreement with this Plan's Trust), the contributions that are reported to the other pension fund will be transferred to this Plan provided that you have authorized the transfer by registering with the Electrical Reciprocal Transfer System (ERTS) and you qualify to designate the Northern California Electrical Workers Pension Plan as your Home Fund (see Section 14.A.) in accordance with the Electrical Industry Reciprocal Pension Agreement.

13. If I die before retiring will my beneficiary (ies) receive my pension benefits?

Yes. See Section 11 for a more detailed summary of the Plan's death benefit rules.

If you die after you have become vested in your Plan benefits, and before benefits have commenced being paid to you, your surviving Spouse will be entitled to a Pre-Retirement Survivor Annuity (see Section 11.A.), provided you were married at least one year prior to your death. A Pre-Retirement Survivor Annuity pays the same amount that would have been paid to you if you had retired with a Joint and 50% Survivor Annuity (see Section 10.B.) on the day before your death. Your surviving Spouse is not eligible, however, to commence receiving that benefit until the first day of the month following the earliest retirement age you could have retired under the Plan (age 55). Thus, if you die at age 33 and you were vested, your surviving Spouse would not commence receiving a monthly benefit until the date you would have attained age 55.

If you are not married, a lump sum death benefit is available to your beneficiary provided that you are vested and you have accumulated at least 4,000 hours of Pension Credit since any Permanent Break in Service. The benefit is equal to the amount of Employer contributions paid on your behalf to the Fund.

A surviving Spouse who is entitled to the Preretirement Survivor Annuity described above (which is a deferred monthly benefit) will be given the opportunity to elect the immediate lump sum death benefit instead of the deferred monthly benefit. If the lump sum is elected, the amount of the survivor annuity will be reduced (or eliminated) by the actuarial pension value of the lump sum death benefit. Benefits are paid within a reasonable period after the Plan Office receives a completed application, death certificate and other required information.

14. What should I do when I want to retire?

You should contact the Plan Office if you are disabled or you intend to retire in the near future. The Plan Office will furnish you with a pension application form, which you should complete and submit to the Plan Office. You are encouraged to contact the Plan Office at least 4 months prior to your anticipated retirement to schedule an appointment with a Plan representative.

15. What happens if I become totally and permanently disabled?

If you have ten or more years of Pension Credit without a Permanent Break in Service, you earned at least 300 hours of Pension Credit within the 36 month period immediately prior to your application for a Disability Pension, and it is determined that you are totally and permanently disabled as defined in the Plan (generally based on the same disability criteria used by the Social Security Administration), you will be entitled to a disability benefit based on your accumulated Pension Credit.

You are not entitled to commence receiving your disability benefit until you have been disabled a minimum of six months. Your benefits begin on the first day of the month following the filing of an application for disability benefits or on the first day of the sixth month of disability, whichever is later. However, if you file a copy of your Social Security disability award letter within 60 days from the date you receive it, your benefits will be granted retroactively to the sixth month of disability. That benefit is payable for your lifetime, unless you recover from your disability or you fail to cooperate with Plan requests for information or documentation of your continued disability.

If you are married, the normal form of benefit is a Joint and 50% Survivor Annuity. See Section 9.C. for more information on the Plan's disability benefit.

If you have not earned ten or more years of Pension Credit or you failed to earn at least 300 hours of Pension Credit within the 36 month period immediately prior to your application for a disability pension, you are not entitled to a disability benefit. Moreover, if you have only a partial disability, or one which does not meet Social Security's definition, you are not entitled to a disability benefit.

16. How early can I retire and how will early retirement impact my benefits?

The Plan's early retirement age is 55 if you have ten or more years of Pension Credit earned since any Permanent Break in Service. Your early retirement benefit is less than your Normal Retirement Benefit because you are younger when your pension begins and will be paid a pension for a longer period.

The amount you would receive at age 65 is reduced by one-half of one percent (.5%) for each month your retirement precedes age 65. That works out to a 6% a year reduction. Consequently, if you retire early at age 60, your pension is reduced by 30% (5 x 6%).

You may also retire, however, if the sum of your age and service equals eighty five (85) or more and you have accumulated at least 1,000 hours of Pension Credit under the Inside Wiremen Agreement during the three years immediately preceding your retirement date, and you meet certain hour requirements as set forth in Section 9.B.3.a. in this booklet. If you meet these requirements, you may retire and not have your pension reduced for early retirement.

17. What benefit options are available when I retire?

Federal law requires that for Participants who are married for at least one year, the normal form of benefit is a Joint and 50% Survivor Annuity. Under this form of benefit, your monthly pension is reduced to account for your pension benefit being paid over the life or life span of two individuals (you and your Spouse). Upon your death, your surviving Spouse would be entitled to one-half of the monthly pension that you were receiving. You, with your Spouse's consent, may reject the Joint and 50% Survivor Annuity and choose one of the other optional forms of benefit that are available, including a single life annuity payable through your lifetime only, or a 66.67% or 100% survivor annuity option. In addition, each of the survivor annuity forms of benefit includes a pop-up option, which, with an additional actuarial reduction, will restore your benefits to the amount you would have received as a single life pension in the event that your beneficiary predeceases you. With your Spouse's written consent, you may designate another beneficiary to receive benefits upon your death under one of these survivor options.

For non-married Participants, the normal form of benefit is a single life pension payable for the Participant's lifetime. If you are single, you may select a Joint and 50%, 66.7%, or 100% Survivor Annuity option, with or without the pop-up option. These benefit options are described in more detail in Section 10 of this booklet.

18. May I withdraw my pension in a lump sum?

No, lump sum distributions to Participants are not permitted under the Plan. (The Plan's benefit options and payment options are summarized in Sections 9 and 10 of this booklet). There is an

exception for small pensions. If, in the rare situation, you are eligible to receive your pension and the actuarially determined present value of your benefit is \$5,000 or less, you will receive a lump sum payment equal to the actuarially equivalent amount. Lump sum benefits are also payable, however, upon your death as explained in Section 12.

19. Once I begin receiving my pension, may I change my benefit option or take a lump sum distribution?

No. Your benefit option cannot be changed once you (and your Spouse, if applicable) select the option and your benefits have commenced being paid to you. If you later die, benefits will be paid in accordance with the benefit option selected. See Section 10 for more information on the Plan's survivor benefit options.

20. May I work in the electrical industry after retirement?

No, with limited exceptions. There are Plan provisions prohibiting such employment and your monthly pension will be suspended in most instances, if you work in such employment before attaining the age of 65. At age 65, there are no restrictions on the work you perform, provided that any otherwise prohibited employment performed within the ten counties comprising the San Francisco Bay Area is restricted to less than 40 hours per month. There are no restrictions on any employment as of April 1<sup>st</sup> following your attainment of age 70½ and you are permitted to perform other types of work which are not in the electrical industry, regardless of age, without impacting your pension benefits. See Section 14 for a summary of the Plan's rules on working in the electrical industry after retirement.

There is an exception to the Plan's benefit suspension rules for work as public and private building and electrical inspectors and positions in sales of electrical equipment or products. The Plan also provides an exception to the Plan's benefit suspension rules for instructors of Taft Hartley joint apprenticeship programs. However, if you desire to work in any of these positions you must seek prior approval from the Board of Trustees. You should identify the specific job for which you have a bona fide offer of employment, including a job description from the prospective employer. The Plan office will NOT render advice with respect to hypothetical employment, and even if the Plan Office renders an opinion that a bona fide offer of employment appears not to be prohibited, that advice will not protect you from having benefits suspended in the event the actual work you undertake is, in fact, prohibited employment.

21. What do I need to do now?

You should ensure that your name and social security number are correct with each Employer for whom you work and inform the Plan Office of your correct address.

## SECTION 1. TYPE OF PLAN

This Plan is a multiemployer, collectively bargained defined benefit pension Plan which provides retirement benefits for vested Participants. The Plan contains a formula for determining your pension benefit at retirement. If you are vested, you will be entitled to a defined benefit at retirement based on your years of service and the formula provided in the Plan.

The Plan was restated effective as of January 1, 2002. Previous Plan documents and amendments govern retirement, eligibility and other issues relating to your Pension benefit prior to that date. Many Plan provisions have earlier effective dates pursuant to the Internal Revenue Code and applicable regulations.

The Plan is funded from Employer contributions required to be made to the Plan by a Collective Bargaining Agreement (or a Subscription Agreement). Employees are not permitted to make contributions to the Plan, and therefore you do not have an individual account with this Plan. Instead, benefits are based on your years of Pension Credit and Past Service Credit under Section 5.B. (if applicable), and the value of those Credits when you retire as described in Section 8. The amount of your retirement benefits will also depend on when you retire and the benefit option you select. Benefits are also provided upon your becoming permanently and totally disabled and upon your death.

The current Collective Bargaining Agreement between IBEW 6 and the San Francisco Electrical Contractors Association (and individual Employers if applicable) requires Employers to contribute to the Plan's Trust Fund at fixed rates per hour for each hour worked by their covered employees. Subscription agreements currently require the same fixed rate contributions from Employers.

The Plan is governed by a federal law known as the Employee Retirement Income Security Act of 1974, as amended (ERISA). Certain vested Plan benefits are insured under the Pension Benefit Guarantee Corporation (PBGC), which was established under ERISA. The PBGC does not, however, guarantee all types of Plan benefits and the amount of benefit protection is subject to certain limitations. See Section 17 for additional information regarding PBGC issues.

## SECTION 2. ADMINISTRATION OF THE PLAN/INVESTMENTS

The Plan is administered by a Board of Trustees consisting of an equal number of individual trustees (Trustees) representing both management and labor. The Employer Trustees are selected by the San Francisco Electrical Contractors Association and the Union Trustees are selected by IBEW Local Union 6. The current Trustees, including two alternate Trustees, are listed on page ii.

Any questions about the Plan and your benefits should be directed to:

Board of Trustees  
Northern California Electrical Workers Pension Plan  
720 Market Street, Suite 700  
San Francisco, CA 94102-2509

The Board of Trustees has many powers and functions including adopting rules and regulations, interpreting Plan provisions and rules, amending the Plan, deciding policy questions, investing Plan assets and appointing advisors and consultants, such as an auditor and investment managers.

Only the Board of Trustees is authorized to interpret the Plan of benefits described in this booklet. The Board of Trustees has the full discretionary authority to determine eligibility and the amount of benefits, decide benefit claims and appeals, make findings of fact and construe and interpret the Plan and related documents, and any rules adopted by the Trustees. No one else can interpret the Plan -- this includes Employers, the Union and their representatives.

The Board of Trustees has contracted with the Electrical Industry Service Bureau (EISB), to administer the Plan. The Board of Trustees has also contracted with several investment firms to invest the Plan's assets. Plan assets are maintained in the custody of Comerica Bank. The Plan has contracted with Alan Biller & Associates, an investment consulting firm, to monitor the Plan's investments and investment managers and to assist the Board in developing the Plan's investment policy.

The investment consultant provides the Trustees with quarterly reports setting forth the Plan's investments and recent activity. The Trustees have also contracted with Miller, Kaplan, Arase & Co., a certified public accounting firm, to audit the Plan's assets each year and to prepare the Plan's tax returns.

### SECTION 3. PARTICIPATION

#### A. Commencement of Participation

If you are employed by an Employer who is required by a Collective Bargaining Agreement with IBEW Local 6 to make contributions to the Plan on your behalf, you commence participation (and thus become a Plan “Participant”) at the end of the Plan Year during which you earn 300 hours of Pension Credit or 500 hours of Credited Service in any consecutive 12 month period. These terms are explained in detail in Section 5. The Plan Year is January 1 through December 31.

Certain employees of the Union and the JATC, and other alumni employees who are former bargaining unit employees meeting certain requirements under IRS guidelines, also participate in the Plan pursuant to subscription agreements entered into with the Board of Trustees (Subscription Agreements). The Board of Trustees establishes the contribution rate for Subscription Agreement Employees.

#### B. Duration of Participation in the Plan

Once you become a Participant, you will remain a Participant so long as you either (i) have a vested pension benefit that has not been fully distributed or (ii) have not incurred a Permanent Break in Service. Section 6 explains the vesting rules, and generally provides that your pension benefit becomes vested once you earn 5 years of Pension Credit or Credited Service before incurring a Permanent Break in Service.

#### C. Participation After a Permanent Break in Service

If you incur a Permanent Break in Service, you again become a Participant only upon your earning, in a consecutive 12 month period, either 300 hours of Pension Credit or 500 hours of Credited Service.

#### D. Participant Obligations

Upon commencing participation, you should complete a form that is available at the Union office or the Plan Office indicating your address, social security number, beneficiary designation, birth date and other information necessary for the proper administration of the Plan. **IT IS YOUR DUTY TO KEEP THE PLAN OFFICE INFORMED IF YOU CHANGE YOUR ADDRESS** so the Plan may communicate information to you concerning changes in the Plan or give you other reports from time to time.

#### SECTION 4. EMPLOYER CONTRIBUTIONS

Employer contributions are made to the Trust pursuant to the terms of (1) Collective Bargaining Agreements between IBEW Local 6 and the San Francisco Electrical Contractors Association (2) the IBEW Local 6 Motor Shop Agreement, and (3) in certain limited situations, pursuant to a Subscription Agreement entered into with the Board of Trustees. Individual employers may also contribute to the Plan pursuant to Collective Bargaining Agreements.

Contribution rates for each hour of your employment are set, from time to time, by the parties to the agreements described above. You may write to the Plan Office to ask whether a particular Employer is contributing to this Plan.

Your Employer is required to make contributions for your hours of work by the 15<sup>th</sup> day of the month following the month in which your hours of work were performed. Your Employer forwards to the Plan Office a transmittal form which contains the names, social security numbers, and hours of work performed by each Employee together with a check made payable to the Trust. Contributions are considered delinquent if they are not postmarked by the 15<sup>th</sup> day of the month, or if an Employer uses the EISB electronic transmittal system, if the contributions are not received by the 20<sup>th</sup> day of the month.

Your Employer must contribute only for hours of work that are required by the Collective Bargaining Agreement or Subscription Agreement. Such employment is known as Covered Employment. Your Employer is not required to contribute for periods you do not perform work under a Collective Bargaining Agreement requiring contributions to this Plan. Subscription Agreement contribution rates are established by the Board of Trustees. You will only receive credit for hours for which contributions are required to be made to the Plan.

If your Employer is delinquent or contributions from your Employer become uncollectible as a result of bankruptcy or any other reason, you will still receive both Pension Credit and Credited Service for the hours you worked for which contributions were required whether those contributions are ever collected by the Plan, or not.

The Plan Office reviews your Employer's report for mathematical accuracy and notifies the Employer if there is an error in the Employer's computations which requires correction. Employer payments are then sent to the custodial bank.

**ALERT:**

**YOU SHOULD NOTIFY THE UNION AND THE PLAN OFFICE IMMEDIATELY IF YOU BELIEVE YOUR EMPLOYER IS NOT CONTRIBUTING THE FULL AMOUNT REQUIRED UNDER YOUR COLLECTIVE BARGAINING AGREEMENT**

You may obtain a list of contributing Employers with their addresses and a copy of your applicable Collective Bargaining Agreement upon written request to the Plan Office. The Plan may require an advance payment for copying of \$.25 per page to provide these documents. You may also review these documents in the Union Office, without charge, after making appropriate advance arrangements.

In addition to having contributions made on your behalf to this Plan directly from your Employer, you may have contributions transferred to the Plan by another IBEW defined benefit pension plan when you are temporarily working outside the jurisdiction of Local 6 under another local's Collective Bargaining Agreement that requires contributions to a different plan.

If you have fulfilled both the eligibility and registration requirements to have contributions made on your behalf to a different plan transferred to this Plan pursuant to the Electrical Industry Reciprocity Agreement, such contributions will be transferred to this Plan and credited toward your accrued pension benefit.

How reciprocity operates, and what you may expect when contributions on your behalf are transferred to this Plan pursuant to the Electrical Industry Reciprocity Agreement are explained in Section 15.

## SECTION 5. CREDITED SERVICE AND PENSION CREDIT

Except for Past Service Pension Credit, Pension Credit is a measure of the hours of “Covered Employment” which is employment for an Employer in a job classification that is covered by a Collective Bargaining Agreement, or Alumni Subscription Agreement, for which the Employer is required to contribute to the Plan. Pension Credit is used to determine your vesting status, as explained in Section 6 and Breaks in Service, as explained in Section 7, and to determine the value of your accrued pension benefits, as explained in Section 8.

Credited Service is the same as your Pension Credit, except that, in addition, it includes service for your Employer for which no contributions are required to be made to this Plan, such as contiguous non-covered service. Credited Service is used only to determine your vesting status and Breaks in Service and is not used to determine your benefit accrual. Credited Service and Pension Credit are summarized below.

**ALERT: CREDITED SERVICE MAY BE DIFFERENT THAN PENSION CREDIT**

A full year of Credited Service is granted for fewer hours than a year of Pension Credit. Furthermore, Credited Service may be granted for employment for which no Pension Credit is granted. Thus, your number of years of Credited Service may be greater than your number of years of Pension Credit.

### A. Credited Service Explained

#### 1. General Rule

You earn one year of Credited Service for each calendar year in which you earn 1,000 hours or more of Credited Service. Prior to January 1, 1976, Credited Service was granted only to the same extent and subject to the same limitations as Pension Credit. As of January 1, 1976, the definition of Credited Service was broadened to provide that Credited Service includes Pension Credit and certain hours for which you are in employment status with your Employer but for which no contributions to the Plan are required to be made on your behalf, as explained in paragraphs 2 and 3 below.

#### 2. Contiguous Non-Covered Employment

Credited Service also includes hours of employment with an Employer in a job classification which is neither covered by a Collective Bargaining Agreement nor a Subscription Agreement and does not require contributions for hours worked. However, Credited Service is granted only if such work occurs immediately before or immediately after a job in Covered Employment with the same Employer which requires contributions for hours worked. This is known as Contiguous Non-Covered Employment. There may be no break in employment continuity between your Non-Covered Employment and your Covered Employment.

3. Pregnancy, Adoption and Care of Newborn

To the extent required by applicable law only, up to 501 hours may be counted as Credited Service for hours of absence due to pregnancy, birth of your child, time involved in adoption of a child or caring for your child for a period immediately following birth or adoption.

B. Past Service Pension Credit Defined

1. Past Service is work of the type or kind currently covered by a Collective Bargaining Agreement for a contributing Employer, but performed before the Plan was established and maintained to cover Inside Wire Employees, Motor Shop Employees and Neon Sign Employees. You will qualify for 1/12<sup>th</sup> of one year of Pension Credit for each month in which you were regularly employed:

- a. Under the Inside Wiremen Agreement from June 1, 1940 through May 31, 1961;
- b. Under the Motor Shop Agreement from June 1, 1941 through May 31, 1962;
- c. Under a Neon Sign Collective Bargaining Agreement from June 1, 1945 through May 31, 1966.

Because it may be difficult for an Employee to establish Past Service from employment in those years, Past Service Pension Credit may be considered for the period of an Employee's membership in the Union. Social Security records also may be used to verify Past Service. The Board of Trustees retains the total discretion to make such determinations.

2. Military Service. Past Service includes required time served in the Armed Forces prior to December 12, 1994 in a time of war, national emergency or under a national conscription law if:

- a. you were employed under a Collective Bargaining Agreement within 90 days before you entered into the Armed Forces; and
- b. you returned to employment under a Collective Bargaining Agreement within 90 days after release from active duty or recovery from a disability that lasted after your release from active duty.

3. Maximum Past Service Credit. The maximum number of years of Pension Credit that will be granted for Past Service is 15.

C. Future Service Pension Credit Defined

1. Future Service is actual hours worked in Covered Employment under a Collective Bargaining Agreement. You receive Pension Credit for Future Service for such work as follows:

- Under an Inside Wiremen Agreement.....on and after June 1, 1961;
- Under a Motor Shop Agreement.....on and after June 1, 1962;
- Under a Neon Sign Agreement.....on and after June 1, 1966  
and through Dec. 31, 1996

Pension Credit is also earned when Employer contributions are made to the Plan pursuant to collective bargaining agreements between IBEW Local 6 and either the San Francisco Chronicle and the San Francisco Housing Authority.

One full year of Pension Credit is granted for each 1,500 hours of Covered Employment, and 1/12<sup>th</sup> of a year granted for each remaining 125 hours of Covered Employment. The total number of years of Future Service Pension Credit is determined at the time of retirement by adding up all of the hours of service in Covered Employment and dividing by 1,500. Therefore, a Participant who earns more than 1,500 hours of Covered Employment in a year may earn greater than one year of Pension Credit in that year.

2. Alumni Subscription Agreements: Alumni employees of IBEW Local 6 and/or the San Francisco Electrical JATC, and other alumni employees working under Subscription Agreements, are entitled to Pension Credit to the same extent as are Employees under the Inside Wiremen Agreement based on contributions made by their Employers, the Union or JATC, on their behalf pursuant to a Subscription Agreement.

3. Future Service Pension Credit for Long-Term Disability. Should you collect long term disability benefits under the San Francisco Electrical Workers Health and Welfare Trust, that Trust will contribute \$31.25 per month (or the appropriate prorated amount for disability periods of less than one month) on your behalf until you turn 65 or retire under an IBEW affiliated pension plan (including this Plan). For each dollar of such contributions, you will receive 4 hours of Future Service Pension Credit. This is equivalent to 125 hours for each full month (or 1/12<sup>th</sup> of Future Service Pension Credit), and 1,500 hours (or 1 Future Service Pension Credit), for each full year of Long Term Disability contributions. For the pension benefit that you accrue based on contributions that are made on your behalf to this Plan due to your long term disability, see Section 8.D.

4. Pension Credit for Service in the Military or other Qualifying Uniformed Service. Pursuant to the Uniformed Service Employment and Re-employment Rights Act of 1994

(USERRA) service in the U.S. Armed Forces (and other qualifying uniformed services of the United States) is considered Covered Employment for which, on or after December 12, 1994, you will receive Pension Credit under the Plan, provided that you comply with all of the requirements of applicable federal law, the Plan, and any rules established by the Board of Trustees. This Plan provides Pension Credit only for uniformed service, which is protected under USERRA, upon a bona fide return to Covered Employment following such service.

In order to determine whether you have satisfied the return to work time limits upon return to civilian life, the Plan Office will require documentation of the dates and satisfactory completion of service. This may include Form DD-214 (separation papers), a copy of the endorsed order, or a letter from the commanding officer specifying the dates and character of services.

Effective as of December 12, 1994, you will receive Pension Credit for your period of uniformed service if you are honorably discharged and return to civilian employment with a contributing employer:

- within 1 day following completion of less than 30 days of service;
- within 14 days following completion of more than 30 days, but less than 90 days, of service; or
- within 90 days following completion of more than 90 days of service.

In determining the Pension Credit hours to which you are entitled, the Plan will calculate the Employer contributions that were made to the Plan on your behalf for hours qualifying as Pension Credit hours during the consecutive 12 month period in which the highest number of hours were reported during the 24 month period immediately preceding the date you commenced USERRA Protected service, or if greater, by using the Plan Year in which you entered the Uniformed Services. Such credit will be granted for no more than five (5) years of uniformed service (with certain exceptions), and will not be credited to you until you satisfy the return to work requirements set forth above.

5. Hours for Which Pension Credit is Not Granted. You do not receive Pension Credit for Future Service for:

- a. any hours you do not work in Covered Employment; or
- b. hours for which your Employer has not been required to contribute to this Plan under a Collective Bargaining Agreement (unless the Employer contributions were transferred to this Plan pursuant to a reciprocal agreement); or
- c. hours during which you are not employed, other than periods represented by

contributions to the Plan while you collect long-term disability benefits under the San Francisco Electrical Workers Health and Welfare Trust, or USERRA qualifying military service when there is a bona fide return from military service as required by USERRA (See paragraph 4, above); or

- d. any hours of Pension Credit which have been cancelled by a Permanent Break in Service.

Note: Upon Plan termination, the Pension Benefit Guaranty Corporation may disallow certain Pension Credit if Plan assets are insufficient to provide all of the benefits set forth in this Plan. (See Section 17 below).

## SECTION 6. VESTING

### A. General Vesting Rules

#### **Until you are vested, you are not entitled to any benefits under the Plan.**

Being vested means that your accumulated Pension Credit and Credited Service cannot be cancelled if you leave employment permanently or for a long period. Being vested means that you will be entitled to apply and be eligible for a pension at Normal Retirement Age. Being vested does not, however, guarantee you a right to an Early Retirement or Disability Pension as you must have accumulated at least 10 years of Pension Credit in order to be eligible for an Early Retirement, or Disability Pension.

To determine when you achieve vested status, it is important to understand the difference between Pension Credit and Credited Service. While both may help you to become vested, only Pension Credit is used to determine the type and the level of benefits to which you may be entitled upon retirement.

Pension Credit is earned only as a result of work you perform in Covered Employment pursuant to a Collective Bargaining Agreement that requires your Employer to make contributions to this Plan. Credited Service is broader, and may be earned not only for Covered Employment, but also in other circumstances in connection with your employment. Both Pension Credit and Credited Service are explained in more detail in Section 5.

Another term that is important to understand in order to determine vesting status is a Break in Service. A Break in Service generally will occur in a given year if you have not earned specified number of hours of Credited Service or Pension Credit. Currently, if you incur 5 consecutive one year Breaks in Service before you are vested, you will incur a Permanent Break in Service. A Permanent Break in Service results in the cancellation of all your Credited Service and Pension Credit you have previously accumulated. Break in Service rules are explained in Section 7.

As Vesting and Break in Service rules have changed over the years that the Plan has been in effect, you may have failed to vest, or you may have incurred a Permanent Break in Service under a rule that no longer applies. If you had your Pension Credit and Credited Service cancelled under a prior Plan rule, a later change in the Plan rules will not reinstate that service. The applicable vesting rules are:

1. Vesting from June 1, 1961 through May 31, 1973

The original Plan provided that a Participant's accumulated Pension Credit could not be cancelled if he attained age 55 and had at least ten years of Pension Credit. Alternatively, vesting was achieved if the Participant had thirty years of service in Covered Employment and had either 300 hours of Pension Credit in the 12 month period following June 1, 1961, or 1,500 hours of Pension Credit at any time between June 1, 1961 and May 31, 1973.

2. Vesting from June 1, 1973 through December 31, 1975

As of June 1, 1973, through December 31, 1975, the Plan provided that a Participant who had at least ten years of Pension Credit for work in Covered Employment was vested in his accumulated Pension Credit, regardless of age.

3. Vesting from January 1, 1976 through December 31, 1997

From January 1, 1976, through December 31, 1997, a Participant who accrued ten or more years of Pension Credit or Credited Service was vested. A Participant also was vested if he attained Normal Retirement Age, (the later of age 65, or age as of the 10<sup>th</sup> anniversary of participation in the Plan), prior to experiencing a Permanent Break in Service.

4. Vesting From January 1, 1998, Forward

As of January 1, 1998, you will vest if you have earned 5 years of Pension Credit or Credited Service which has not been cancelled because of a Permanent Break in Service, provided you earned at least one hour of Covered Employment on or after January 1, 1998. You will also become vested if you attain Normal Retirement Age (the later of age 65, or age as of the 5<sup>th</sup> anniversary of your participation in the Plan) prior to experiencing a permanent Break-in-Service. Without the hour of Covered Employment on or after January 1, 1998, you must accrue ten or more years of Pension Credit or Credited Service, or attain Normal Retirement Age as defined in Paragraph 3 above, prior to experiencing a permanent Break In Service.

B. Counting Credited Service for Vesting Purposes

A year of vesting service is earned for each calendar year in which you earn 1,000 hours or more of Credited Service as defined in Section 5.A. If you earn less than 1,000 hours in a calendar year, you will earn no vesting credit in that year.

C. Counting Pension Credits for Vesting Purposes

A year of vesting credit is earned for each 1,500 hours of Future Service Pension Credit as defined in Section 5.C. Unlike Credited Service, which cannot be accumulated year over year to achieve vesting, Pension Credit hours may be accumulated for vesting purposes. For example, assume you worked 750 hours in a calendar year and all such hours were in Covered Employment resulting in Plan contributions. That year would not count as a year toward vesting based on Credited Service because you did not earn 1,000 hours of Credited Service. It would, however, count towards vesting based on Pension Credit because you earned one-half of one year of Future Service Pension Credit for that period of employment. If in the next calendar year you again work 750 hours in Covered Employment, by combining the 750 hours of Pension Credit earned in the previous year with the 750 hours of Pension Credit earned in the current year for a total accumulation of 1,500

hours, you will have earned 1 year toward vesting based on your accumulated Pension Credit, even though you earned zero years toward vesting based upon your Credited Service for the same two year period.

D. Failure To Vest

Unless you are vested, your accumulated years of Pension Credit and Credited Service are subject to cancellation if you leave Covered Employment and experience a Permanent Break in Service. The Plan's Break in Service rules are explained in the next section.

## SECTION 7. BREAKS IN SERVICE

The Plan was created to provide security for electricians who earn their living over a major portion of their working years in covered work in this industry in San Francisco. For this reason, reasonable standards for continuity of service were included in the Plan. This is the basis for the Break in Service provisions. Thus, if you leave Covered Employment before you are vested, you can lose all of your plan benefits.

If you do not earn the required amount of Pension Credit over a specified period of time, you will incur a Break in Service. If the Break in Service is prolonged beyond specified limits, it can become a Permanent Break in Service and, unless you have already met the requirements for vesting, result in the loss of previously earned Pension Credit and Credited Service.

A Break in Service can only occur before you become vested. When a Permanent Break in Service occurs before you become vested, your accumulated Past and Future Service Pension Credit and Credited Service is cancelled. Thereafter, if you return to Covered Employment, you will commence accumulating Future Service Pension Credit and Credited Service as though you had not been previously employed. In contrast, once you are vested, the Break in Service will not apply to you and you cannot lose your benefits due to a lack of service.

### A. Past Break in Service Rules

#### 1. June 1, 1961 through May 31, 1965

You incurred a Permanent Break in Service if, from June 1, 1961 through May 1, 1965, under the Inside Wiremen Agreement (June 1, 1962, through May 1, 1965, under a Motor Shop Agreement), you failed to earn at least 300 hours of Pension Credit in any of two consecutive calendar years.

#### 2. June 1, 1965 through December 31, 1975

Under the Inside Wiremen Agreement and Motor Shop Agreement after June 1, 1965 through December 31, 1975 (and from June 1, 1966 through December 31, 1975 under a Neon Sign Agreement), you incurred a Permanent Break in Service if Employer contributions had not been made on your behalf for 300 hours of Pension Credit in any of two consecutive calendar years.

#### 3. January 1, 1976 through December 31, 1986

After December 31, 1976, a one year Break in Service will result in any calendar year if you fail to earn either 500 hours of Credited Service or 300 hours of Pension Credit during the two year period that includes that calendar year and the preceding calendar year. Ordinarily, a Participant will be much more likely to avoid a Break in Service by earning 300 hours of Pension Credit over 2 years instead of 500 hours of Credited Service in one year.

During the January 1, 1976 through December 31, 1986 period, unless vested (10 years of either Credited Service or Pension Credit), you incurred a Permanent Break in Service if your consecutive one year Breaks in Service equaled or exceeded the number of years of Credited Service or Pension Credit you accumulated prior to the end of the consecutive one year Breaks in Service which resulted in a Permanent Break in Service.

B. Current Break in Service Rule: Effective January 1, 1987

The current Break in Service rule, which became effective as of January 1, 1987, provides that your previously earned Credited Service and Pension Credit since any prior Break in Service is not cancelled unless you incur the greater of either:

1. Five consecutive one year Breaks in Service as described in Subsection A.3 above, or
2. Consecutive one year Breaks in Service as described in Subsection A.3 above in excess of the number of years and months of Credited Service or Pension Credit you accumulated prior to the commencement of such Break in Service.

Under these rules and the Plan's vesting schedule, a non-vested Participant who has earned an hour of service after December 31, 1997, will only experience a Permanent Break in Service if the number of years of Breaks in Service equals or exceeds five years. This is because the Participant will become vested upon accumulating five years of Pension Credit or Credited Service, and the Break in Service rules will then no longer apply to that Participant.

Based on past experience with the Plan, in all but the most unusual of circumstances, the provisions preventing a Break in Service if you earned 300 or more hours of Pension Credit in two consecutive calendar years are more liberal than the alternative of determining whether a Break-in-Service occurred on the basis of Credited Service.

C. Example of Break in Service Rule

The following work history illustrates how the break in service rules apply based on accumulated Pension Credits ("P.C.") and Credited Service ("C.S.")

Year	Accrued Hrs.	Accrued P.C.	Accrued P.C. Breaks	Accrued C.S.	Accrued C.S. Breaks
1992	350	0.17		0	
1993	1200	1.03		1	
1994	100	1.08		1	
1995	1800	2.25		2	
1996	1450	3.25		3	
1997	1550	4.25		4	
1998	0	4.25	0	4	1
1999	0	4.25	1	4	2
2000	0	4.25	2	4	3
2001	0	4.25	3	4	4
2002	0	4.25	4	4	5
2003	325	4.41	0	4	6

Under this scenario, you would not incur a Permanent Break in Service because you returned to work before you had 5 consecutive one year Breaks in Service based on your accrued Pension Credit. If Credited Service alone determined when a Permanent Break in Service occurred, your Pension Credit would have been cancelled on December 31, 2002 after accumulating 5 consecutive one year Breaks in Service. However, the earliest you could incur a Permanent Break in Service based on your Pension Credit was December 31, 2003 had you not returned to Covered Employment during that year and accumulated at least 300 hours of Pension Credit. Since, in this example, you have interrupted your consecutive string of one year Breaks in Service, you cannot incur a Permanent Break in Service until December 31, 2009. You have until then to accumulate 300 hours of Covered Employment to avoid a Permanent Break in Service. If you accrue an additional 725 hours before experiencing a Permanent Break in Service, you will accumulate the required 5 years of Pension Credit to become vested in the Plan.

D. Impact of Break in Service - Example

If you have three years of Credited Service or Pension Credit and then do not work in Employment for which either sufficient Pension Credit or Credited Service may be granted to avoid a one year Break in Service for five consecutive calendar years, you will have incurred a Permanent Break in Service and your three years of Credited Service and/or Pension Credit years will be cancelled. If, on the other hand, your number of years of Breaks in Service was only four years or less, you would not have incurred a Permanent Break in Service.

E. Subsequent Plan Changes Do Not Cure Prior Breaks in Service

Until you are vested, in determining your Credited Service or Pension Credit, any Credited Service or Pension Credit cancelled by reason of a Permanent Break in Service under Plan provisions in effect at the time of such Permanent Break in Service are not counted. Only the Credited Service and Pension Credit you earn subsequent to any such Permanent Break in Service will be counted for vesting or determination of your Monthly Pension Benefit upon retirement.

F. Special Rule for Persons Retiring on or After January 1, 1994

If your Pension Credit earned prior to June 1, 1973 was cancelled under prior rules of the Plan and you are retiring on or after January 1, 1994, you will have your pre-June 1, 1973 Future Service Pension Credit restored for the purpose of determining eligibility and/or the level of benefits due you under the Plan if you meet all of the following requirements:

1. you earned 10 or more years of Future Service Pension Credit before June 1, 1973;
2. you left Covered Employment to accept employment in non-covered service, but are otherwise covered by an IBEW Local 6 Memoranda of Understanding or Collective Bargaining Agreement;

3. your Future Service Pension Credit was cancelled solely as a result of your failure to attain age 55 before June 1, 1973; and
4. subsequent to June 1, 1973, you returned to Covered Employment and earned at least 1 year of Future Service Pension Credit prior to January 1, 1994.

G. Grace Periods Under the Break in Service Rules

1. Application. You may be eligible for a grace period under the Break in Service rules if the failure to earn the required Credited Service is for certain specified reasons. A grace period extends the time in which you have to earn the required Pension Credit or Credited Service. To be entitled to a grace period, you must file a written request with the Plan Office before you incur a Permanent Break in Service that would result in cancellation of your Pension Credit and Credited Service. If you have proper grounds and have applied before the Permanent Break in Service occurred, the Board of Trustees may grant you a leave of absence and exemption from the cancellation of your years of Credited Service and accumulated Pension Credit. However, a grace period does not add to your Credited Service or Pension Credit. Instead it is a period that is to be disregarded when determining if a Permanent Break in Service has occurred.

2. Grace Periods to Break in Service Rule. Grace periods are granted for the following reasons:

a. Permanent and Total Disability. You incur a permanent and total disability as determined by the Board of Trustees;

b. Certain Military Service. You left Covered Employment to enter the Armed Forces in a time of war or national emergency and returned to Covered Employment immediately after your discharge (on and after December 12, 1994, no Break in Service can occur if the provisions of USERRA apply to such service);

c. Childbirth, Adoption or Pregnancy. You are absent from Covered Employment because of your pregnancy, birth of a child, placement of a child in connection with an adoption for a period beginning immediately after such birth or placement or the caring of such a child on or after January 1, 1987, such hours may be counted up to a maximum of 501 hours of Credited Service (not Pension Credit) in the year of your initial absence in the next following year (but only to the extent required by applicable law);

d. Involuntary Unemployment. You have been unable, despite reasonable efforts, to obtain Covered Employment, as determined by the Board of Trustees (there is a two year limit for any such grace period); and

e. Transfer to Contiguous Non-Covered Employment. You are transferred directly from Covered Employment to non-Covered Employment with the same Employer, provided the Employer continues to contribute to the Plan for its Covered Employees.

3. Other Grace Periods. The Board of Trustees, for good cause, may grant additional exemptions from the Break in Service provisions upon written application of any Participant. Any such exemption granted by the Board of Trustees will be on a non-discriminatory basis and no such additional exemption can be granted in excess of two years from the date upon which your accumulated Pension Credit would otherwise have been cancelled.

## SECTION 8. DETERMINING THE VALUE OF VESTED PENSION BENEFITS

You must be vested to be entitled to a pension benefit from the Plan. How you become vested is covered in Section 6. The amount of your pension benefit will depend upon the number of Pension Credits you have accumulated prior to your retirement, the appropriate value that attaches to each Pension Credit and the benefit option you select. This section explains how to value your Pension Credit to determine a single life monthly pension benefit. How that benefit level is affected by selecting other benefit options, early reduced retirement benefits and other factors are explained in subsequent sections.

### A. Inside Wiremen Benefits

1. For Participants under the Inside Wire Agreement, including Alumni Participants covered under Subscription Agreements (see Section 3.A.), who retire on or after December 31, 2000 and worked a minimum of 3,000 hours after December 31, 1996, your basic monthly benefit for EACH FULL Future Service Pension Credit is \$170.00. The value of each year of Pension Credit earned, however, will depend on your satisfying the minimum Pension Credit hours requirement as shown on the Inside Wire Comparison Benefit Table on the following page. For example, even though you may retire on or after January 1, 2001, if you earned at least 3,000 hours of Pension Credit after December 31, 1995, but failed to do so after December 31, 1996, your accumulated Future Service Pension Credit will be calculated at \$160.00 per credit. Regardless of when you retire the value of each year of Pension Credit will depend upon the date you last accumulated a minimum of 3,000 Pension Credit hours.

The pension benefits based on Future Service Pension Credit that were accumulated during different employment periods are listed below.

<b>Periods of Employment</b>	<b>\$ Per Pension Credit</b>
6/1/1961- 5/31/1979	35.00
6/1/1979- 5/31/1980	45.00
6/1/1980- 5/31/1982	50.00
6/1/1982-12/31/1984	55.00
1/1/1985-12/31/1985	60.00
1/1/1986-12/31/1986	61.00
1/1/1987-12/31/1987	66.00
1/1/1988-12/31/1988	75.00
1/1/1989-12/31/1989	80.00
1/1/1990-12/31/1990	85.00
1/1/1991-12/31/1991	90.00
1/1/1992-12/31/1992	92.00
1/1/1993-12/31/1993	95.00
1/1/1994-12/31/1995	97.00
1/1/1996-12/31/1996	105.00
1/1/1997-12/31/1997	116.00
1/1/1998-12/31/1998	135.00
1/1/1999-12/31/2000	160.00
1/1/2001- Forward	170.00

The following represents improvements in the above benefits if you meet the minimum 3,000 Pension Credit hours requirement following the date specified in the third column and you have not had a "Separation from Employment" as defined in Subsection E below. If you have experienced a Separation from Employment, you should refer to Appendix A to determine the applicable frozen benefit level(s) that applies based on the date of your Separation from Employment.

INSIDE WIREMAN BENEFIT COMPARISON TABLE		
RETIREMENTS ON OR AFTER	PERIODS OF EMPLOYMENT	\$ PER PENSION CREDIT/MINIMUM PENSION CREDIT HOURS REQUIREMENT
01/01/85	6/1/61-5/31/79	\$37.50 - Requires at least 3,000 hours after 1/1/81
01/01/87	6/1/61-5/31/82	\$45.00 - Requires at least 3,000 hours after 1/1/83
01/01/88	6/1/61-5/31/82	\$55.00 - Requires at least 3,000 hours after 1/1/84
01/01/89	6/1/61-12/31/84	\$61.00 - Requires at least 3,000 hours after 1/1/85
01/01/91	6/1/61-12/31/90	\$90.00 - Requires at least 3,000 hours after 1/1/87
01/01/92	6/1/61-12/31/91	\$92.00 - Requires at least 3,000 hours after 1/1/88
01/01/93	6/1/61-12/31/92	\$95.00 - Requires at least 3,000 hours after 1/1/89
01/01/94	6/1/61-12/31/93	\$97.00 - Requires at least 3,000 hours after 1/1/90
01/01/96	6/1/61-12/31/95	\$105.00 - Requires at least 3,000 hours after 1/1/92
01/01/97	6/1/61-12/31/96	\$116.00 - Requires at least 3,000 hours after 1/1/93
01/01/98	6/1/61-12/31/97	\$135.00 - Requires at least 3,000 hours after 1/1/94
01/01/00	6/1/61-12/31/1998	\$160.00 - Requires at least 3,000 hours after 1/1/96
01/01/01	6/1/61 and After	\$170.00 - Requires at least 3,000 hours after 1/1/97

Until 1978, increases in the value of a year of Pension Credit were applicable to years of Future Pension Credit Service earned since June 1, 1961 for retirements first occurring after the stated effective date.

B. Neon Sign Benefits

The Neon Sign Agreement was in effect between June 1, 1966 and December 31, 1996. During that time, a year of Pension Credit was granted for each 1,500 hours of Pension Credit, and a month of Pension Credit was granted for each 125 hours of Pension Credit.

The following represents the benefits payable for retirements occurring on or after January 1, 1984, unless they were frozen at a prior level as a result of a Separation from Employment.

NEON SIGN BENEFITS TABLE	
RETIREMENTS ON OR AFTER	\$ PER PENSION CREDIT/ MINIMUM PENSION CREDIT HOURS REQUIREMENT
01/01/84	\$17.50
01/01/85	\$18.00 – Requires at least 2,000 hours after 6/1/81
01/01/87	\$24.00 – Requires at least 2,000 hours after 6/1/83
01/01/90	\$40.00 – Requires at least 2,000 hours after 6/1/86
01/01/91	\$44.00 – Requires at least 2,000 hours after 6/1/87
01/01/93	\$49.00 – Requires at least 2,000 hours after 6/1/89
01/01/94	\$51.00 – Requires at least 2,000 hours after 6/1/90
01/01/96	\$55.00 – Requires at least 2,000 hours after 6/1/92
01/01/97	\$60.50 – Requires at least 2,000 hours after 6/1/93
01/01/98	\$68.00 – Requires at least 2,000 hours after 6/1/94
01/01/00	\$85.00 – Requires at least 2,000 hours after 6/1/96
01/01/01	\$90.00 – Requires at least 2,000 hours after 6/1/97

If you have experienced a Separation From Employment, as defined in Subsection E below, you should refer to Appendix A to determine the applicable benefit level(s) that applies based on the date of your of Separation from Employment.

C. Motor Shop Benefits

The Motor Shop Agreement was effective as of June 1, 1962. A year of Pension Credit is granted for each 1,500 hours of Pension Credit and a month of Pension Credit for each 125 hours of Pension Credit.

The benefit level that applies to your situation is subject to the Separation from Employment provision explained in sub-section E. and may also require a minimum of 2,000 hours after a specific date.

The following represents the benefits payable for retirements occurring on or after January 1, 1984, unless they were frozen at a prior level as a result of a Separation from Employment.

MOTOR SHOP BENEFITS TABLE	
RETIREMENTS ON OR AFTER	\$ PER PENSION CREDIT/MINIMUM PENSION CREDIT HOURS REQUIREMENT
01/01/84	\$11.50
01/01/85	\$12.00 – Requires at least 2,000 hours after 6/1/81
01/01/87	\$16.00 – Requires at least 2,000 hours after 6/1/83
01/01/90	\$20.00 – Requires at least 2,000 hours after 6/1/86
01/01/91	\$22.00 – Requires at least 2,000 hours after 6/1/87
01/01/93	\$27.00 – Requires at least 2,000 hours after 6/1/89
01/01/94	\$29.00 – Requires at least 2,000 hours after 6/1/90
01/01/96	\$31.50 – Requires at least 2,000 hours after 6/1/92
01/01/97	\$35.00 – Requires at least 2,000 hours after 6/1/93
01/01/98	\$40.00 – Requires at least 2,000 hours after 6/1/94
01/01/00	\$50.00 – Requires at least 2,000 hours after 6/1/96
01/01/01	\$55.00 – Requires at least 2,000 hours after 6/1/97

The benefit level that applies to your situation is subject to the Separation from Employment provision explained in Subsection E below and may also require a minimum of 2,000 hours after a specific date.

D. Benefits Earned While on Long Term Disability. If you become disabled during your working life, and you are eligible to receive long term disability benefits through the San Francisco Electrical Workers Health and Welfare Plan, the Health and Welfare Plan will make a monthly contribution to this Plan of \$31.25, or a prorated amount if you receive benefits for a partial month. For each dollar in contributions that are paid on your behalf while you are on Long Term Disability, you will be credited for 4 hours of a Future Service Pension Credit. If, for example, the Plan receives the full \$31.25 for a particular month, you will be credited with 125 hours of Future Service Pension Credit (\$31.25 times 4) for that month. Such Pension Credit will be used to increase your Pension Benefit at retirement and will be counted toward 1) Vesting, 2) avoiding a Break in Service, 3) avoiding a Separation from Employment and 4) eligibility to retire pursuant to the Rule of 85 on an unreduced early pension, when your credit while receiving Long Term Disability benefits is combined with your Inside Wire Future Service Pension Credit.

You will accrue \$6.50 per month for each Future Service Pension Credit (1,500 hours) based on contributions that are made on your behalf to this Plan while receiving long term disability benefits; the equivalent of \$0.54 for each 1/12 (125 hours) of such credit.

E. Separation From Employment Explained

If you fail to earn the required number of hours of Pension Credit during the three consecutive years qualifying period for a benefit increase, you will be considered to have a “Separation from Employment” which disqualifies you from receiving any subsequently increased value in your Pension Credits for benefit purposes. If you have a Separation from Employment on or after January 1, 1980, and subsequently retire, your Pension will be based upon the last value of a Pension Credit

in effect on the last day of the three-year period that constitutes your Separation from Employment.

To illustrate, assume you experienced a Separation from Employment on December 31, 1979, but did not formally retire until January 1, 1993. Each Future Service Pension Credit you accumulated prior to the date of separation from employment is calculated at \$24.00 per credit, the benefit level in effect as of December 31, 1979, even though, at the time of your retirement in 1993, the Plan (for Participants who have earned the required Pension Credit hours) was amended to provide \$95.00 per Future Service Pension Credit for service performed since the Plan's inception.

If you have a Separation from Employment and later return to Covered Employment and accrue additional Pension Credit, you will, upon retirement, have the additional Pension Credit multiplied by the applicable amount(s) in Appendix A, but you will not receive any increase in your monthly benefit for any year of Pension Credit earned prior to your Separation from Employment. An exception to this rule occurs if you had incurred a Separation from Employment and subsequently returned to Covered Employment and earned at least 3,000 hours of Pension Credit under the Inside Wiremen Agreement between January 1, 1987 and December 31, 1991. You will have your Pension Credit for the period prior to your separation unfrozen and calculated in accordance with the schedule in Appendix A as though you had never experienced that particular Separation from Employment.

#### F. More Than One Agreement

If you have earned Future Service Pension Credit under more than one type of Collective Bargaining Agreement and then retire, your years and months of Pension Credit under each agreement are computed separately. The minimum 2000 and 3000 Pension Credit hour requirements set forth in subsections A - C above may be satisfied from credit hours earned under any of the agreements requiring contributions to this Plan, including credits based on contributions received pursuant to the long term disability income program under the San Francisco Electrical Workers Health and Welfare Plan.

SECTION 9. **ELIGIBILITY FOR NORMAL, EARLY, AND DISABILITY RETIREMENT BENEFITS**

To be entitled to a Normal or Early Retirement, or Disability Pension, you must terminate your Covered Employment, refrain from working in the Electrical Industry in accordance with the Plan's Suspension of Benefits rules as explained in Section 14 and file a timely and complete Pension application.

Your Pension commencement date is the later of the first day of the month following the date your completed pension application is submitted to the Plan Office or the first of the month following the date you cease working in Covered Employment or any other employment that constitutes "prohibited employment" under the Plan's Suspension of Benefits Rules. In no event, however, will your benefits commence later than your Normal Retirement Age (65) unless you continue to work in prohibited employment as summarized in Section 13.

A. Normal Retirement Pension

Effective January 1, 1998, the Plan's Normal Retirement Age is 65 for a Participant with at least five years of Credited Service or Pension Credit with at least one hour of Pension Credit earned on or after January 1, 1998. Participants with no service after December 31, 1997, require 10 years of Credited Service or Pension Credit to attain Normal Retirement Age on or after attainment of age 65.

If you have earned at least five years of Credited Service or Pension Credit, since any permanent Break in Service, and at least one hour of Pension Credit or Credited Service after December 31, 1997, and you have not experienced a Permanent Break in Service, you will attain Normal Retirement Age at age 65 or, if later, your age on the fifth anniversary of your participation in the Plan.

If you have not earned at least one hour of Pension Credit or Credited Service after December 31, 1997, and you do not incur a Permanent Break in Service as described in Section 7, you will reach Normal Retirement Age at 65 or, if later, your age on the tenth anniversary of your participation in the Plan.

For purposes of determining when you will reach your 5<sup>th</sup> or 10<sup>th</sup> anniversary of participation, the commencement date of your participation begins with the first day of the calendar year in which you accrued Credited Service in the Plan or, if later, the first day of the first calendar year in which your participation began following any Permanent Break in Service.

B. Early Retirement Pension

1. Eligibility. To be entitled to an Early Retirement Pension, you must terminate your Covered Employment, refrain from engaging in "prohibited employment" and file a timely and

complete pension application. The Plan's Early Retirement age is 55. You are eligible for an Early Retirement Pension if you have:

- a) Attained age 55; and have
- b) Ten or more years of Pension Credit earned since any Permanent Break in Service.

2. Amount of Your Early Retirement Pension. Your Early Retirement Pension is reduced from the amount of your Normal Retirement Benefit because you are younger when your pension begins -- which means you will be paid a pension for a longer period. If you are eligible for early retirement, your Pension will be determined as follows:

- a) determine the amount you would receive if you retired at age 65; then
- b) reduce the amount you would receive at Normal Retirement Age by one-half of one percent (.5%) for each month your retirement precedes age 65.

3. Unreduced Early Retirement Pension

If the sum of your age and service under the IBEW Local 6 Inside Wiremen Agreement equals 85 or more, (also known as the Rule of 85), and you have accumulated at least 1,000 hours of Pension Credit under the Inside Wiremen Agreement during the thirty-six months immediately preceding your retirement date, you may be eligible for an unreduced Early Retirement Pension. Hours based on contributions made on your behalf pursuant to USERRA qualified service or to the Long Term Disability Program of the San Francisco Health and Welfare Plan will be counted when determining whether you are eligible for an unreduced Early Retirement Pension.

a.) Requirements for an Unreduced Early Retirement Pension

You qualify for an unreduced Early Retirement Pension if you meet the following conditions that apply to your early retirement:

- i. For retirements occurring on or after January 1, 2000, if you have attained age 55 and accumulated at least 3,000 hours of Pension Credit under the Inside Wiremen Agreement since January 1, 1996.
- ii. For retirements occurring on or after January 1, 1998, if you have attained age 56½ and accumulated at least 3,000 hours of Pension Credit under the Inside Wiremen Agreement since January 1, 1994.
- iii. For retirements occurring on or after January 1, 1994, if you have

attained age 57 and accumulated at least 3,000 hours of Pension Credit under the Inside Wiremen Agreement since January 1, 1990.

iv. For retirements occurring on or after January 1, 1993, if you have attained age 58 and accumulated at least 3,000 hours of Pension Credit under the Inside Wiremen Agreement since January 1, 1989.

v. For retirements occurring on or after January 1, 1992, if you have attained age 59 and accumulated at least 3,000 hours of Pension Credit under the Inside Wiremen Agreement since January 1, 1988.

vi. For retirements occurring on or after January 1, 1987, if you have attained age 60 and accumulated at least 3,000 hours of Pension Credit under the Inside Wiremen Agreement since January 1, 1983.

If you have at least 10 full years of Pension Credit as an Inside Wireman and your combined age and years of Pension Credit is less than 85, you will be eligible for an unreduced Early Retirement Pension as follows:

i. Upon attainment of age 62, if you have accumulated at least 3,000 hours of Pension Credit under the Inside Wiremen Agreement since January 1, 1990, of which 1,000 hours is earned in the three year period immediately preceding retirement, or,

ii. Upon attainment of age 64, if you accumulated at least 300 hours of Pension Credit under the Inside Wiremen Agreement during the three years immediately preceding retirement.

b.) Example of How Rule of 85 Works

The following example illustrates how the Rule of 85 impacts monthly benefits for a participant retiring at age 55 and how it compares to the benefit that would be payable without the Rule of 85.

Accumulated Hours:	45,000
Accumulated Pension Credits:	$45,000 \div 1500 = 30$
Age + Credits:	$55 + 30 = 85$
Benefit Level = \$170 per credit	

**Calculation with Rule of 85 (Retirement at age 55)**

(3,000 Pension Credit hrs. earned after 12/31/97)

Retirement Age = **55**

Unreduced Retirement Age = **55**

Monthly Benefit with rule of 85: 30 Pension Credits @ \$170 = **\$ 5,100**  
Calculation without Rule of 85

Retirement Age= <b>55</b>	
Unreduced Retirement Age = <b>62</b>	
Unreduced Monthly Benefit	\$ 5,100
# Years Age precedes age 62=	7.0
# Monthly to Apply reduction=12 x 7.0	84
@ Reduction of ½ of 1% per month 42%	<u>(-2,142)</u>
Monthly Benefit without the Rule of 85 =	<b>\$ 2,958</b>

C. Disability Benefits

1. Eligibility. The Disability Pension is designed to provide a lifetime benefit for those active covered electricians who become totally and permanently disabled and have otherwise established eligibility for benefits under the Plan and remain disabled. The benefit is available at any age under age 65, provided the other requirements for eligibility are met as set forth below.

You are eligible for a Disability Pension if you have:

- a) been determined to be totally and permanently disabled, as defined in paragraph 2 below, prior to age 65;
  - b) ten or more years of Pension Credit without a Permanent Break in Service;
- and
- c) earned at least 300 hours of Pension Credit within the 36-month period immediately prior to your application for a Disability Pension.

2. Definition of Total and Permanent Disability. A total and permanent disability is a mental or physical impairment that can be expected to be of an indefinite or long continued duration which precludes you from employment for wages or profit or other remuneration in any substantial gainful activity.

If you are determined to be totally and permanently disabled and you submit a copy of your Social Security disability award within 60 days of receipt of such award, your disability benefit will be granted retroactively but in no event earlier than the first day of the sixth month of your permanent and total disability.

If you apply for a Disability Pension, you must present proof satisfactory to the Board of Trustees of your disability. The Board of Trustees has the sole discretion to decide whether the proof is satisfactory and its decision is final in the event of a dispute.

If you are applying for a Disability Pension, you should submit medical reports from your attending physicians. The Board may, but is not required to, accept a determination by the Social Security Administration that you are disabled. If the Board is not satisfied with the documents you submit, it may require that you submit further information or undergo a medical examination by a medical provider of the Plan's choosing.

3. Commencement of Disability Benefits. You are not entitled to a disability benefit until you have been disabled a minimum of six months. Your disability benefits will begin on the first day of the month following the filing of an application for disability benefits or on the first day of the sixth month of disability, whichever is later.

**ALERT -- FILE EARLY DISABILITY APPLICATION**

You are urged to file a claim for a disability benefit with the Plan Office at the same time that you apply for your Social Security disability benefit to ensure that Plan benefits become payable as early as possible.

4. Duration or Termination of Disability Benefits. Your monthly disability benefits will continue until the earliest to occur of:

- (a) your recovery from your disability, whether or not you return to work;
- (b) you fail to cooperate with Plan requests for information or documentation of your disability; or
- (c) your death.

Once you attain Normal Retirement Age, your monthly benefits are continued regardless of your disability status.

The Board of Trustees may from time to time require that you submit proof of your continued total and permanent disability and may require that you submit to an independent medical examination by a physician or physicians designated by the Board to determine your continued eligibility to receive disability benefits.

Your disability benefits could terminate when your eligibility for continued Social Security permanent disability benefits terminates, unless you have independent proof of your continued disability acceptable to the Trustees.

5. Amount of Disability Benefit. Your monthly disability benefit is computed the same way that a regular Pension benefit is calculated. The normal benefit form for the Disability Pension is a Joint and 50% Survivor Annuity, as described in Section 10.B.1.

6. Special Reduction Factors. The Plan provides special reduction factors for Participants retiring on a Disability Pension with a Joint and Survivor Annuity as determined by the actuary. These reduction factors are available upon written request of the Plan Office. The reduction factors are higher than the reduction factors used for non-disability benefits and thus may result in a lower initial benefit to a recipient of a Disability Benefit. In some situations, Participants who also qualify for an Early Retirement Pension and who choose the Joint and Survivor Annuity will receive a higher monthly benefit if they retired on an Early Retirement Pension. The Plan Office will provide a comparison at the time you file your application.

7. Recovery from Disability. If you retire on a Disability Pension and then recover and return to Covered Employment and resume earning Pension Credit, your monthly pension on any later retirement will be based upon the provisions of the Plan in effect at the time you retired on Disability Pension for all years and fractions of a year of Pension Credit accumulated at the time you retired on Disability Pension. Only the Pension Credit you earn after your return to Covered Employment will be based on the Plan in effect at the time you subsequently retire.

8. Reporting Obligation. If you are granted a Disability Pension and you subsequently recover or return to employment in the Electrical Industry, you must notify the Board of Trustees of such employment or recovery within fifteen days. If you fail to do so, you will not be eligible to again apply for a Disability Pension until six months after the last day of such employment and you will be required to repay any pension amounts that were paid since your recovery or for any month during which you worked in the Electrical Industry whichever is the longer period. The Trust may recover by legal action or by reduction from any benefits to which you or any beneficiary may subsequently be entitled.

9. Periodic Verification of Disability. The Board has the discretion to verify your disability at any time.

D. Pension Enhancement Option.

You may buy up your Normal or Early Retirement, or Disability Pension by exercising a pension enhancement option. At the time of your retirement, you will be provided an opportunity to make a one-time single sum rollover from your San Francisco Electrical Workers Retirement Savings Plan (formerly the NCEW Money Purchase Plan) individual account to this Plan in order to enhance your monthly benefit under this Plan. **Once the first enhanced pension payment has been made, the enhancement election is irrevocable.**

Pension enhancement rollovers to this Plan must be at least \$10,000. Selection of this option must be made within 90 days of receipt of benefits by early and normal retirement pensioners, the form of benefit will be the same as selected for the regular benefit under this Plan, and all distribution provisions will apply including benefit suspension rules and death benefit provisions.

Benefits payable under the enhancement option shall be determined actuarially based on the amount of the single sum rollover, the age or ages of the pensioner and survivor (if applicable), Plan actuarial return assumptions, and mortality tables. The Plan Office makes and provides to the Participant, a calculation of the enhancement benefit prior to a Participant's decision about whether to exercise the enhancement option.

E. Increase and/or Extra Payments. The Board of Trustees, from time to time, may approve cost of living supplements or grant an extra payment for Pensioners, Disabled Participants, and/or Beneficiaries.

Such extra payments, known as supplemental payments, 13<sup>th</sup> checks, or cost of living increases are granted at the absolute discretion of the Board of Trustees. Such payments are not guaranteed nor constitute a vested benefit. Such payments or increases may be granted in one year and not another and may be changed each year. The amount of any increase, including any extra check issued, may vary for different categories of individuals, such as Pensioners, Disabled Participants and Beneficiaries (and may vary within each of those separate categories).

F. Minimum Benefits. The Plan was amended, effective January 1, 2000, to provide a minimum benefit of \$500 (\$250 to surviving Spouses) per month to pensioners in pay status on December 31, 1999. Subsequent amendments were adopted to increase the minimum benefit to \$600 (\$300 to surviving Spouses) per month, effective January 1, 2001, to pensioners in pay status on December 31, 2000 and to \$700 (\$350 to surviving Spouses) per month, effective January 1, 2004, to pensioners in pay status on December 31, 2003. These minimum benefits, however, affected only pensioners in pay status as of the dates indicated, and do not apply to pensioners who retire after their adoption.

G. Postponed Retirement/Required Commencement of Benefits. You may work past your Normal Retirement Age and earn additional benefits. The amount of your monthly pension will be the full benefit amount credited to you at your postponed retirement date--the first day of the month following the date you actually retire.

If you refuse to accept payment of benefits even though you are eligible for such benefits, you are presumed to have elected to defer payments until April 1<sup>st</sup> following the date you reach age 70½. You may, however, file your pension application at any time up until that date.

H. Annual Statement of your Benefits. Each year the Plan will send you a statement showing your current Pension Credit hours and accumulated benefit at Normal Retirement Age based on your Pension Credit earned as of December 31 of the prior year. **You should review these statements for accuracy and notify the Plan in writing immediately if corrections are needed or you have any questions.** If you do not receive a statement by May 31, please contact the Plan Office.

**ALERT--IF YOU FIND ERRORS IN YOUR STATEMENT**

Please notify the Plan Office immediately if you notice any errors regarding your hours, rates and benefits or if you have any questions.

I. Duty to Furnish Information.

Each Participant or beneficiary is required to furnish the Plan Office with any information or proof, such as evidence of your date of birth and your spouse's birth date, requested by the Plan Office and reasonably required to administer the Plan. In the event such proof is not supplied promptly and completely, there may be delays in receiving your pension. The Board of Trustees shall have the power to deny, suspend, or discontinue benefits until such information is provided.

SECTION 10. **BENEFIT PAYMENTS, OPTIONAL FORMS OF BENEFITS AND SURVIVOR ANNUITY OPTIONS**

A. **General Information on Your Benefit Payments**

1. **Summary of Benefit Options.** Benefits under the Plan provide monthly income for as long as you live. As described below, some benefit options may continue benefits to your beneficiary after your death. The benefit you have earned--either the Full Benefit or the Reduced Early Retirement Pension--will be reduced under the different forms of payment provided for survivor benefits following your death. These reductions are actuarially based on average life expectancy tables provided by the Plan's actuary.

2. **Payments.** Monthly pension payments are made as of the first day of the month for the prior month's pension. If you receive your payment in the form of a check, it is mailed on the last business day of the month for the next month. If you do not receive your check by the 10<sup>th</sup> of the month, you should contact the Plan Office. A stop payment and re-issuance of a monthly pension check cannot be made prior to the 10<sup>th</sup> of the month. Your pension payments will commence within 30 days of your having satisfactorily completed your application or the retirement commencement date you have chosen, whichever is later. In the unlikely event that you do not receive your initial pension check within the prescribed time, the Board of Trustees has determined that you should receive interest on any late payment at 5%, per annum (based upon a 360 day year). Such interest rate may change in the future.

3. **Electronic Direct Deposit.** The Plan offers Electronic Direct Deposit into your personal checking or savings account. Direct deposits may be made into your joint account with an immediate family member. Direct deposits may not be made into a business account or any other person's account.

If you receive your payment by electronic fund transfer, your money is available in your account on the first banking day of the month. You may contact your bank to verify that your money is in your account.

**ADVANTAGES OF DIRECT DEPOSIT**

**There are many advantages to signing up for this method of payment. Direct deposit provides a safer, more reliable method of receiving your benefits, reduces the delay in receiving your benefit, and helps guard against identification (ID) theft. There are no worries about receiving your benefits when you are away from home or because of bad weather.**

To sign up for electronic deposit, request the Plan's Electronic Direct Deposit Authorization Form. Send the completed form with a voided check or savings deposit slip to the Plan Office. If you

change your bank or account number, simply contact the Plan Office to request a new Electronic Direct Deposit Authorization Form. Should you at any time wish to cancel Direct Deposit, simply advise the Plan Office in writing.

4. Option to Pay Retiree Health Benefits Co-Payment. You or a beneficiary may direct a portion of your monthly pension benefit to be applied directly to your premiums for retiree coverage under the San Francisco Electrical Workers Health and Welfare Plan. To do so you must sign a voluntary and revocable assignment of benefits to the San Francisco Electrical Workers Health and Welfare Plan for the purpose of paying your retiree premiums.

B. Married Participant--Joint And 50%, 66.7% or 100% Survivor Annuity.

When you retire, you will be given the opportunity to choose the way you want your pension to be paid. The forms of payment are described in this section.

1. Married Participant—Joint and Survivor Annuity. Under federal law, the normal form of benefit under the Plan for a married Participant is a Joint and 50% Survivor Annuity. You and your Spouse may waive that form of payment in favor of a Single Life Annuity or a Joint and 66.67% or 100% Survivor Annuity.

Under a Joint and Survivor Annuity, the Plan will provide pension benefits for your life and a percentage of the benefit payable during your lifetime to your surviving Spouse for his or her lifetime. As a result, there is a reduction in the monthly pension benefit that would be payable for your life only. This reduction is based on the survivor benefit selected (50%, 66.7% or 100%), your age, and the age of your spouse at the date of your retirement as set forth in actuarial tables available upon written request of the Plan Office.

2. Spousal Waiver/Beneficiary Designation. A married Participant and Spouse's decision to waive the Joint and Survivor Annuity is effective only if the Participant's lawful Spouse consents to such waiver, and the consent is witnessed by a Plan representative or notary public. If you are married you are not allowed to designate a beneficiary other than your lawful Spouse without your Spouse's written consent. Your "Spouse" means your lawful wedded spouse to whom you have been married for at least one year at the date of your retirement. If a married Participant subsequently desires to revoke such beneficiary designation and to choose another non-Spouse beneficiary, your Spouse must consent to such revocation and alternative beneficiary selection.

3. Explanation Given to Participant. At the time of your retirement the Plan will provide a written explanation of the Joint and Survivor Annuity as well as the Plan's other benefit options.

To comply with the federal requirement that you and your Spouse, if you are married, be provided information during the 90-day period immediately prior to your proposed pension commencement date, your completed application for payment of your pension should be received by the Plan Office

at least 120 days before any proposed date for commencement of your pension. Otherwise, payment of your retirement benefits could be delayed.

4. Important Facts to Know About a Joint and Survivor Annuity

a. One-Year Marriage Requirement. You are not eligible for the Joint and Survivor Annuity benefit form unless you have been lawfully married at least a year prior to your retirement. If you have been legally married for less than one year at the date your Pension commences, your pension will be paid in the form of a Single Life Pension for your life only, but may be converted to the Joint and Survivor Annuity form as of the first of the month succeeding the first anniversary date of your marriage. You and your Spouse may, however, jointly file a written waiver of payment of the Joint and Survivor Annuity form with the Plan Office before the first anniversary of your marriage.

b. Reason for Decreased Benefit. Because the benefits are payable for two lives -- yours and your Spouse's -- the amount of your benefit will be reduced. If, for example, your Spouse is much younger than you, the reduction will be even greater to reflect your Spouse's longer life expectancy.

c. Spouse's Death Has No Effect. If you elect Joint and Survivor coverage upon retirement, you may not withdraw such coverage after your first Pension payment has been made. If your Spouse dies before you, your Pension will not be increased to the level you would have received had this coverage not been provided, unless you choose the Pop-Up Joint and Survivor Annuity option.

d. Pop-Up Joint and Survivor Benefit. If you select the Pop-Up Joint and Survivor Annuity option and your Spouse predeceases you after your benefits commence, your benefit will revert, effective the first of the month following your Spouse's death, to the amount you would have received had you selected the Single Life Pension. In order to provide a Pop-Up benefit in the event of the death of your Spouse, there is a higher actuarial reduction applied to your benefit than would otherwise apply if you had elected a Joint and Survivor Annuity without the Pop-Up feature. If the Pop-Up benefit is elected, the reduction in your monthly benefit is determined by actuarial factors available in the Plan Office upon request.

If you retired prior to January 1, 1998, and elected this option, the Pop-Up benefit occurs only if your spouse or beneficiary predeceases you within five years of your Joint and Survivor Annuity starting date. If you retire after December 31, 1997, there is no time limit placed on the Pop-Up feature.

e. Irrevocable Once Payments Commence. If you elect a Joint and Survivor Annuity, you may not withdraw or change such coverage after your first pension payment has been made.

f. Later Divorce and Remarriage Do Not Impact Benefit. If you retire on a Joint

and Survivor Annuity and subsequently divorce your Spouse, your pension will not be increased to the level you would have received had the reduced survivor coverage not been provided. Your pension will remain permanently at the reduced amount. **In most instances, your former Spouse will continue to be entitled to a survivor pension upon your death (unless a court order provides otherwise). Moreover, if you subsequently marry a different person, you may not transfer your survivor benefits coverage to your new Spouse.**

**[SAMPLE] Pension Benefit Election Form**

Name: \_\_\_\_\_

Type of Benefit:

The following information is based on your Covered Employment as of [a specified date] and will be adjusted accordingly for any hours reported after that date.

√	BENEFIT OPTION	MONTHLY BENEFIT TO PENSIONER	AMOUNT TO SPOUSE FOLLOWING PARTICIPANT'S DEATH	AMOUNT TO PARTICIPANT FOLLOWING SPOUSE DEATH
	A. Single Life Pension	\$4,500.00	0.00	\$4,500.00
	B. 50% Joint and Survivor	\$4,000.50	\$2,000.25	\$4,000.50
	C. 50% Joint and Survivor with Pop-Up	\$3,931.50	\$1,965.75	\$4,500.00
	D. 66.67% Joint and Survivor	\$3,857.50	\$2,572.00	\$3,857.50
	E. 66.67% Joint and Survivor with Pop-Up	\$3,772.50	\$2,515.50	\$4,500.00
	F. 100% Joint and Survivor	\$3,600.00	\$3,600.00	\$3,600.00
	G. 100% Joint and Survivor with Pop-Up	\$3,469.00	\$3,469.00	\$4,500.00

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse Signature

\_\_\_\_\_  
Date

**Important: If you are married and elect Option A, your spouse must complete the Spousal Consent form in the presence of a Notary Public. Election of Options B, C, D, E, F or G requires your Spouse's (or other beneficiary's if you are not married) birth certificate.**

**The following represents samples of Joint and Survivor Reduction factors for Early and Regular Retirement Pension at various retirement ages. The complete tables are included in the Plan document and available in the Plan Office upon written request.**

**Sample Regular and Early Retirement Pension Reduction Factors**

<b><u>50% J&amp;S</u></b> <b><u>Participant's Age</u></b>	<b><u>Spouse's Age</u></b>			
	<b><u>50</u></b>	<b><u>55</u></b>	<b><u>60</u></b>	<b><u>65</u></b>
55	10.9%	9.2%	7.5%	5.8%
60	15.4%	13.3%	11.1%	8.8%
62	17.6%	15.5%	13.1%	10.6%
65	21.0%	18.7%	16.0%	13.1%

<b><u>50% with Pop-Up</u></b> <b><u>Participant's Age</u></b>	<b><u>Spouse's Age</u></b>			
	<b><u>50</u></b>	<b><u>55</u></b>	<b><u>60</u></b>	<b><u>65</u></b>
55	11.7%	10.3%	8.8%	7.4%
60	16.3%	14.5%	12.6%	10.7%
62	18.5%	16.7%	14.7%	12.6%
65	21.9%	19.9%	17.7%	15.3%

<b><u>66.67% J&amp;S</u></b> <b><u>Participant's Age</u></b>	<b><u>Spouse's Age</u></b>			
	<b><u>50</u></b>	<b><u>55</u></b>	<b><u>60</u></b>	<b><u>65</u></b>
55	14.1%	11.9%	9.7%	7.6%
60	19.5%	17.0%	14.3%	11.5%
62	22.0%	19.4%	16.5%	13.4%
65	26.2%	23.4%	20.2%	16.8%

<b><u>66.67% With Pop-Up</u></b> <b><u>Participant's Age</u></b>	<b><u>Spouse's Age</u></b>			
	<b><u>50</u></b>	<b><u>55</u></b>	<b><u>60</u></b>	<b><u>65</u></b>
55	15.1%	13.3%	11.4%	9.5%
60	20.5%	18.4%	16.2%	13.8%
62	23.1%	20.9%	18.5%	15.9%
65	27.2%	24.8%	22.2%	19.4%

<b><u>100% J&amp;S</u></b> <b><u>Participant's Age</u></b>	<b><u>Spouse's Age</u></b>			
	<b><u>50</u></b>	<b><u>55</u></b>	<b><u>60</u></b>	<b><u>65</u></b>
55	19.7%	16.9%	13.9%	10.9%
60	26.7%	23.5%	20.0%	16.3%
62	29.8%	26.6%	22.9%	18.9%
65	34.8%	31.4%	27.6%	23.2%

<b><u>100% With Pop-Up</u></b> <b><u>Participant's Age</u></b>	<b><u>Spouse's Age</u></b>			
	<b><u>50</u></b>	<b><u>55</u></b>	<b><u>60</u></b>	<b><u>65</u></b>
55	21.0%	18.6%	16.2%	13.6%
60	28.1%	25.5%	22.9%	20.4%
62	31.1%	28.6%	25.9%	23.1%
65	36.0%	33.3%	30.4%	27.4%

Sample Disability Pension Reduction Factors

**50% J&S**  
**Participant's Age**

	<b>Spouse's Age</b>			
	30	35	50	55
35	19.6%	18.7%	14.6%	13.2%
45	24.8%	23.8%	19.1%	17.0%
50	28.3%	27.3%	22.5%	20.2%
55	32.1%	31.1%	26.1%	23.7%

**50.00% Pop-Up**  
**Participant's Age**

	<b>Spouse's Age</b>			
	30	35	50	55
35	19.8%	18.9%	14.9%	13.2%
45	24.9%	24.0%	19.7%	17.7%
50	28.5%	27.6%	23.1%	21.1%
55	32.3%	31.3%	26.9%	24.7%

**66.67% J&S**  
**Participant's Age**

	<b>Spouse's Age</b>			
	30	35	50	55
35	24.6%	23.5%	18.6%	16.4%
45	30.5%	29.4%	24.0%	21.5%
50	34.5%	33.4%	27.9%	25.2%
55	38.6%	37.5%	32.0%	29.3%

**66.67% Pop-Up**  
**Participant's Age**

	<b>Spouse's Age</b>			
	30	35	50	55
35	24.9%	23.9%	20.0%	18.3%
45	30.8%	29.8%	25.3%	23.3%
50	34.8%	33.7%	29.1%	27.0%
55	38.9%	37.9%	33.2%	31.0%

**100% J&S**  
**Participant's Age**

	<b>Spouse's Age</b>			
	30	35	50	55
35	32.8%	31.5%	25.5%	22.8%
45	39.7%	38.4%	32.1%	29.1%
50	44.1%	42.9%	36.7%	33.6%
55	48.6%	47.4%	41.4%	38.3%

**100.00% Pop-Up**  
**Participant's Age**

	<b>Spouse's Age</b>			
	30	35	50	55
35	33.2%	32.1%	27.2%	25.1%
45	40.0%	38.9%	33.7%	31.3%
50	44.4%	43.3%	38.1%	35.7%
55	48.8%	47.8%	42.7%	40.3%

C. Single Participants—Single Life Pension is Normal Form of Benefit

The normal form of benefit for a single Participant is a single life pension. A single life pension is a series of monthly pension payments made to you for the balance of your life. The first monthly pension payment will be made on the first of the month succeeding the effective date of your retirement and the last payment is made on the first of the month following your death.

D. Other Benefit Options for Single Participants and for Married Participants Exercising Spousal Waiver

Benefits under the Plan provide monthly income for as long as you live. Under some benefit options your benefits may continue to be paid to your beneficiary after your death. The pension you have earned - either the full benefit or the reduced Early Retirement Pension - will be reduced from the amount that would be paid under a Single Life Annuity if you choose one of the other forms of payment listed below. The reductions are actuarially based on the average life expectancy of both the Participant and beneficiary.

You must choose one of the following benefit options available under the Plan. You will be asked for proof of age for yourself, your Spouse, or other beneficiary, as well as other documentation such as your social security number, and proof of marriage and any divorce.

1. Single Life Annuity. You, as either a single Participant or married Participant with spousal consent, may choose a Single Life Annuity payable for your lifetime.

2. Joint and 50%, 66.7%, and 100% Survivor Annuity. You may select a 50%, 66.7%, or 100% Joint and Survivor Annuity form of benefit provided that you designate your beneficiary at least one year prior to your retirement commencement date. Your pension is actuarially reduced in order to provide continuation of benefits for your beneficiary. The higher the survivor benefit the greater your pension is reduced.

3. Joint and Survivor Pop-Up Option. At the time of your retirement, you may select the same Pop-Up options described in subsection B.4.d. above that are available to married Participants. Under a Pop-Up option, if your beneficiary predeceases you, your benefit will revert to the Single Life Annuity that you would have received had you not chosen a Joint and Survivor Annuity, effective on the first of the month following the date that your beneficiary dies.

**Selecting your Benefit Option**

**The following sample Pension Benefit Election Form illustrates how the various benefit options are presented to Participants at the time they retire. This example assumes the Participant, age 60 with a spouse also age 60, is retiring on an Early Retirement Pension.**

## SECTION 11. DEATH BENEFITS AND BENEFICIARY DESIGNATION

### A. Pre-Retirement Survivor Annuity

If you earned an hour of Pension Credit or Credited Service on or after January 1, 1976, you are vested, and you were married at least one year prior to your death before you retire, upon your death, your surviving Spouse will be eligible for a Pre-Retirement Survivor Annuity payable for your Spouse's lifetime as follows:

1. Death On Or After Age 55. If you die on or after attaining age 55 but before retirement, your surviving Spouse will receive the same monthly benefit, known as a Pre-Retirement Survivor Annuity, that would have been payable to you if you had retired with a Joint and a 50% Survivor Annuity on the day before your death. Benefits to your Spouse will begin as of the first day of the month following the month in which you died.

2. Death Before Age 55. If you are younger than age 55 at the time of your death and have accumulated sufficient Pension Credit to be eligible for a pension, your surviving Spouse will be entitled to the same benefit that would be payable if you had:

- a. Separated from employment on the date of your death;
- b. Survived to the earliest retirement date you could retire under the Plan and receive an immediate Joint and 50% Survivor Annuity at such earliest retirement date; and
- c. Died on the day after your earliest retirement date.

This benefit does not commence until the first day of the month following the earliest retirement age you could have retired under the Plan (age 55) unless your Spouse elects a later date (but no later than December 31 of the year in which you would have attained age 70½). If your surviving Spouse elects the immediate lump sum death benefit described in Subsection B below, the Pre-Retirement Survivor Annuity will be reduced or eliminated based on actuarial tables approved by the Board of Trustees. Pre-Retirement Survivor Annuity coverage for your surviving Spouse is automatic. If you are married and entitled to a retirement benefit based on your accumulated Pension Credit, you cannot waive the Pre-Retirement Survivor Annuity except as provided in Subsection B below.

You are not entitled to designate a non-Spouse beneficiary to receive any benefits that would modify the rights of your Spouse, without your Spouse's consent.

### B. Lump Sum Death Benefits

1. Eligibility for a Lump Sum Benefit. An immediate lump sum death benefit will be payable if you meet the following requirements, provided no Pre-Retirement Survivor Annuity is

payable or your surviving Spouse elects the immediate lump sum death benefit instead of the Pre-Retirement Survivor Annuity which may otherwise be payable. Your beneficiary is eligible for a lump sum death benefit if you meet the following requirements:

- a. You are retired on either a Normal or Early Retirement, or Disability Pension, or
- b. You are not retired, and you have earned four thousand (4,000) hours of Pension Credit since any Permanent Break-in-Service.

2. Amount of Lump Sum Benefit. If you meet the above eligibility requirements, your beneficiary will receive a death benefit equal to the amount of contributions paid on your behalf to the Plan since any Permanent Break in Service less any benefits you, your Spouse and any Alternate Payee under a Qualified Domestic Relations Order have received or are entitled to receive from the Plan.

If the benefit payments paid or payable under other Plan provisions exceed the amount of contributions paid on your behalf to the Plan, the lump sum death benefit will be zero.

3. Timing and Availability of the Lump Sum Death Benefit. With the exceptions set forth below, no lump sum death benefit can be paid until all pension obligations on your behalf are paid. If the value of all outstanding pension obligations on your behalf is five thousand dollars (\$5,000) or less, your only option will be a lump sum.

### C. Naming Your Beneficiary

You should provide the Plan Office with the name and address of your beneficiary on the beneficiary form provided by the Plan Office. Your beneficiary designation will be effective only if the Plan Office receives it prior to your death.

Beneficiary designations may be updated at any time by filing a new beneficiary form with the Plan Office (subject to spousal consent requirements).

If you are married, your Spouse automatically will be your beneficiary unless he or she consents in writing to another beneficiary. Any such consent must be witnessed by a Plan representative or a notary public. Any later change must also be approved in the same manner.

The Plan Office and Trustees do not provide tax advice or information on estate planning. You may want to consult with a tax or other advisor regarding such matters.

**Alert: Divorce Invalidates Beneficiary Designation**

If you divorce your Spouse or dissolve your Domestic Partnership before you retire and commence receiving your pension, any previous designation of your former Spouse or Domestic Partner as a beneficiary is **automatically revoked as of the date of divorce (or date of dissolution of your Domestic Partnership) and is no longer valid.** Thus, when your divorce is effective or your Domestic Partnership is dissolved, you should immediately submit a new beneficiary form to the Plan Office.

**Second Alert: Marriage Invalidates Beneficiary Designation**

If you marry or enter into a Domestic Partnership, any previous designation of a beneficiary other than your current Spouse or Domestic Partner is automatically revoked and is invalid. Thus, upon becoming married or having a Domestic Partner, you should immediately submit a new beneficiary form to the Plan Office.

If no beneficiary has been designated or no designated beneficiary has survived you, distribution of your benefits will be made in the following order:

- a) To your surviving Spouse at the time of death; or if none
- b) To your surviving children in equal shares; or if none
- c) To your surviving parent or parents in equal shares; or if none
- d) To your estate (i.e., Executor/Executrix or Administrator/Administratrix).

There are different beneficiary forms for the San Francisco Electrical Workers Retirement Savings Plan (formerly NCEW Money Purchase Pension Plan) and a separate beneficiary form for the death benefit provided under the San Francisco Electrical Workers Health and Welfare Plan. Be sure to file each of these separate forms. **Beneficiary forms used for other Plans are not applicable to this Plan.**

## SECTION 12. PLAN DISTRIBUTION RULES

### A. Mandatory Lump-Sum Distribution.

Notwithstanding the Joint and Survivor Annuity form and other benefit options provided in the Plan, if a benefit that is payable is five thousand dollars (\$5,000) or less, upon a request for such benefit it will be distributed in one lump-sum, regardless of the wishes of the Participant or beneficiary.

### B. Required Distributions

The Internal Revenue Code requires that the Plan commence paying your benefits no later than April 1 following the calendar year in which you attain age 70½, or if later, the date you retire, even if you do not file a pension application.

#### **WARNING--POTENTIAL IRS PENALTY**

The IRS assesses a severe penalty against you if you do not begin receiving your pension benefits by April 1 of the year following the date you attain age 70½ or the date you retire, whichever is later.

A Participant who attains 70½ and elects to defer to receive his or her benefits until he or she actually retires will have such benefits actuarially adjusted upon retirement.

### C. Internal Revenue Code Distribution Rules

The tax code and the IRS require that the Plan contain certain additional distribution rules. If, for example, you die after payment of your pension benefits have commenced, payments to your beneficiary must be distributed at least as rapidly as provided in the form of payment to you at the time of your death.

If you die before your pension payments have begun, the payment of your pension must be completed by December 31 of the calendar year containing the fifth anniversary of your death. If, however, your benefits are payable to a designated beneficiary, the distribution may be made over the life (or life expectancy) of the designated beneficiary, but payments must commence by December 31 of the year immediately following the year in which you died.

If your Spouse is your designated beneficiary, your Spouse's benefits do not have to commence until the April 1 following the year you would have attained age 70½.

D. Benefits May Not Be Transferred To Others

You may not borrow against your pension nor may you pledge any part of it as security or collateral for a loan or otherwise transfer your rights. Your pension is exempt from claims of creditors, such as garnishments or executions, except for certain divorce and child support orders as set forth in E below, certain Internal Revenue Code liens and as may otherwise be required by applicable law. (You may, however, direct the Plan Office to withhold retiree health plan coverage payments due under the San Francisco Electrical Workers Health and Welfare Plan from your pension benefit payments.)

E. Divorce or Support Orders

If your marriage ends, your former spouse may be entitled to a portion or all of the benefits you earned while you were married as part of a court order in your marital dissolution proceeding.

The Plan is required to comply with a court order that awards a portion or all of your pension to a former Spouse, child or other dependent that meets the requirements of a qualified domestic relations order (“QDRO”), as defined in ERISA. A QDRO is an order that creates or recognizes the existence of a former Spouse or child's right to receive all or a portion of your benefits. An order must contain the name, address, and date of birth, of both the Participant and Spouse, identify the dates of marriage and separation, specify the amount or a formula for determining the Spouse's benefit, specify when benefits may start and when they terminate, among other information.

When you file your pension application, you are required to provide the Plan Office with information on any pending or prior divorce action. This includes a final or interlocutory judgment, marital settlement agreement and any related document.

**ALERT Regarding Pending Divorce**

If the Plan is notified of a pending divorce action or receives a court pleading known as a Joinder Request, the Plan may delay paying all or a portion of your Plan benefits for a reasonable period to allow time for the parties to prepare a QDRO (even if your pension application has been filed). If it appears that your former Spouse or other alternate payee is seeking only a portion of your pension benefits or there are delays in the court proceeding or otherwise, the Plan may, at its discretion, distribute to you that portion of your pension that is not likely to be part of a pending QDRO.

If you are involved in a divorce, you should request the Plan's procedures for handling domestic relations orders which includes a sample order. You or your attorney (or your Spouse or her attorney) should submit any proposed QDRO to the Plan Office prior to submission to a court. In that way, the Plan can provide guidance on any required changes.

Under federal law, the Plan must review divorce orders to determine whether they satisfy legal requirements. The Plan does **not** examine the fairness of your property settlement. You and your

spouse are each responsible for protecting your own interests when you agree to any QDRO.

Upon request, you may obtain a copy of the Plan's procedure for processing of QDROs from the Plan Office.

#### F. Rollovers

If you are eligible to receive your benefits in a lump sum or in periodic payments of less than ten years, your distribution may qualify for rollover treatment under the Internal Revenue Code and IRS rules.

A rollover is a payment of your Plan benefits to a traditional individual retirement arrangement (IRA) or to another qualified Employer plan. A traditional IRA does not include a Roth IRA, SIMPLE IRA, or an Education IRA. The choice will affect the tax you owe. Additional information on rollovers is available upon written request of the Plan Office. You should consult with a tax advisor to assist you in making decisions regarding a distribution and/or rollovers.

#### G. Distributions Not Eligible for Rollover

You cannot roll over a distribution made (1) in a series of equal (or almost equal) periodic payments for your life or the joint lives of you and your Spouse or other beneficiary, or (2) as a required minimum payment beginning on the April 1st of the year after the year during which you reach age 70½ (or thereafter). Thus, you may not rollover your monthly pension received under a Joint and 50% or 100% Survivor Annuity or a Life Annuity. Nor may a Pre-Retirement Survivor Annuity paid to your surviving Spouse be rolled over. There may be other benefits that may not be rolled over. You should consult with a tax advisor.

#### H. Tax Withholding Requirements

Federal and state income taxes are withheld from your pension payments unless you elect otherwise.

When you retire, you must notify the Plan Office using the Plan's designated forms whether you wish tax withholding. You may want to consult with a tax advisor to discuss your payment and withholding options.

#### I. Overpayment to be Recovered by Plan

As a Participant or beneficiary, you are entitled only to the amount and form of benefits described in the Plan document, as amended from time to time. If you are receiving an improper amount or benefit from the Plan and you are aware of that fact, the Plan requires that you notify the Plan Office of the overpayment and make arrangements to have the overpayment repaid to the Plan (or offset against future payments).

If you or any beneficiary receives an overpayment of benefits, the Plan will reduce or offset any future benefits to recover the overpayment, unless other arrangements can be made to the satisfaction of the Board of Trustees for the recovery of the overpayment. The Board of Trustees is authorized to take any

necessary action to recover overpayments. The Plan will withhold at least 25 percent (25%) of your pension payments until the overpayment is recovered by the Plan. To the extent permitted by law the Plan may withhold up to 100% of your monthly payments until an overpayment is recouped. The Plan is authorized to offset lost interest on the overpayments and reimbursement to the Plan for any attorney fees and costs incurred as a result of the overpayment. The Plan may also file a claim against your estate or any other person or entity if amounts are still owed at your death and there are insufficient funds, including any death benefits payable to your beneficiary, to recover the overpayment. Any funds owed by a Participant to the Plan will be deducted from any death benefits that may be payable at the time of the Participant's death.

## SECTION 13. POTENTIAL LOSS OF BENEFITS

The following circumstances may result in disqualification, ineligibility, denial, loss or delay in the payment of your benefits:

- A. Insufficient Credited Service or Pension Credit. If you fail to accrue the minimum years of Credited Service (to become vested) or Pension Credit for Normal, Early, or Disability Retirement, you will not be entitled to a Pension.
- B. Inadequate or Improper Evidence. The Plan grants the Board of Trustees the power to deny, suspend or discontinue benefits to a pensioner who fails to submit at the request of the Board any information or proof reasonably required to administer the Plan.
- C. Domestic Relations Order (Divorce). A Court may approve a QDRO that assigns a portion or all of your pension benefits to a former Spouse or for support of a child or other dependent. The Plan may also delay paying your benefits or withhold a portion of your pension if the Plan is on notice of a divorce action even if there is no final order approved by the Court.
- D. Break in Service (fail to work in Covered Employment). A Permanent Break in Service that occurs before you become vested, has the effect of canceling your previous years of Credited Service and Pension Credit.
- E. Prohibited Employment in the Electrical Industry. If you engage in certain kinds of work in the Electrical Industry, known as Prohibited Employment, your benefits will be suspended as described in Section 14.
- F. Limit on Past Service. Pension Credit for Past Service will not be provided for any period for which you are eligible for pension benefits from any governmental agency for the same time period.
- G. Inaccurate Information. If you fail to provide requested information or give false information to verify your disability, age, beneficiary, or other information, your Pension may not be paid or will be postponed. If you make a false statement to the Plan or other officials regarding the payment of benefits or other issues related to the Plan, you will be liable to the Plan for any benefits paid in reliance on such false statements or information, and any attorney fees and costs incurred in effecting recovery or which were incurred as a result of the false statement or information. This includes but is not limited to costs incurred by the Plan Office, attorney fees, and interest charges. The Plan may deduct any such fees and costs from any benefits otherwise payable to you or other persons.
- H. Unable to Locate (You Disappear). If you disappear and the Plan Office cannot locate you or any beneficiary, benefits will be postponed or not paid.
- I. Failure to File Application. An otherwise qualified Participant is not eligible to receive a pension until the first day of the month following the date on which he files a completed application.

Benefits payable prior to Normal Retirement Age are not payable until the first day of the month following your entitlement to benefits and your filing of a completed pension application form.

J. Federal Contribution/Benefit Limits. Internal Revenue Code (IRC) Section 415 limits the amount of contributions that may be made to the Plan on your behalf. There are also limitations on the amount of benefits you may receive from the Plan. The Plan is required to reduce your pension to the extent necessary to comply with IRC Section 415.

K. Death. If you die before meeting the requirement for a death benefit under the Plan or you fail to designate a beneficiary or no eligible beneficiary can be located, no benefits will be paid upon your death.

L. Plan Termination. If the Plan terminates the procedures for allocation of Plan assets on termination or directives or regulations of the Pension Benefit Guaranty Corporation (“PBGC”) may result in a reduction or loss of your accrued right or expectations for benefits provided in the Plan if the assets of the Plan are inadequate to cover the actuarial value of all of your accrued benefits. Benefits payable by the PBGC are more fully described in Section 17 below.

## SECTION 14. IMPACT OF RETURNING TO WORK IN THE ELECTRICAL INDUSTRY

### AFTER RETIREMENT

#### A. If You Return to Work After Retirement - Benefit Suspension.

When you retire from the Electrical Industry, you may work in other industries and continue to receive your Pension; however, your monthly benefits from the Plan will be suspended if you return to work in the Electrical Industry, except as provided in Subsection D below. Such employment is known as “Prohibited Employment.” If you return to work before actual payment of your pension has begun, your effective date of your pension will be delayed and reestablished according to your last date of reemployment.

You must notify the Fund Office before you engage in any employment of a type that is, or may be prohibited, including the jobs described below that may qualify you for an exception from suspension benefits. Prohibited Employment is interpreted in the broadest manner. It includes employment in which a salary is paid (which includes payment based on an hourly, daily, weekly, bi-weekly, bi-monthly, monthly, annually or any other rate), work for which you may be considered an independent contractor, work for which the you receive a deferred benefit, and work for which you receive anything of value (or are to receive anything of value) in exchange for the services rendered.

Prohibited Employment includes, but is not limited to, (1) work in employment of the type performed by Employees covered by the Plan whether or not under a Collective Bargaining Agreement, also known as Covered Employment; (2) work which requires directly or indirectly the use of the same skills used by Employees covered by the Plan on the date of the pension became effective; (3) work in employment for compensation or wages of any kind or for profit in the Electrical Industry; (4) work for profit as an owner or partner in any business directly or indirectly connected with the Electrical Industry; and (5) work where you supervise Employees in the same trade or craft or directly or indirectly use the same skills as Employees covered by the Plan on the date you retire. It also includes any employment with a contributing Employer or any employment under any Collective Bargaining Agreement to which the Union is party, or any employment with the Union.

The term Electrical Industry means all branches of the Electrical Industry. This includes working as a supervisor, estimator, salesman, consultant, or self-employed in any branch of the Electrical Industry, or any other work involving any electrical knowledge you have acquired as a Participant.

For purposes of determining whether you are employed in Prohibited Employment, hours or hours of service include all hours for which you receive compensation, whether for actual work, illness, for incapacity (including disability), leave of absence or layoff.

B. No Work Allowed Prior to Age 65. If you work after retirement, your pension will be suspended if you return to any work in the Electrical Industry in the United States before your Normal Retirement Age (age 65).

C. Limited Work Allowed After Age 65. After your Normal Retirement Age, your Pension will be suspended if you return to work in the Electrical Industry for 40 or more hours in a month:

a) in the ten counties comprising the San Francisco Bay Area: San Francisco, Alameda, San Mateo, Contra Costa, Marin, Solano, Napa, Santa Clara, Sonoma and San Benito;

b) in work of the type performed by Employees covered by the Plan on date your pension commenced (or would have commenced but for this provision); and

c) requiring directly or indirectly the use of the same skills employed by Employees on the date your pension commenced (or would have commenced), including any supervision of employees in the same trade or craft or directly or indirectly using the same skills as Employees covered by the Plan on the date your pension commenced (or would have commenced).

D. Exceptions to Prohibited Employment. Notwithstanding the above, you may work at any age and for unlimited hours while you continue to receive your pension benefits:

a) as a private or public building or electrical inspector;

b) as an instructor in a Taft-Hartley Trust apprenticeship and training program;

c) in sales of electrical equipment or products; and

d) in the manufacturing or marketing of electrical or electronic products and systems which is not a substitute for on-site fabrication protected or sought to be protect under IBEW Inside Wire Agreements.

The substance of the work, not the title it is given, controls whether the work is Prohibited Employment or falls under one of the exceptions. Consequently, you are urged to request advice of the Plan Office regarding any work you may wish to engage in after retirement even if post-retirement work you may be offered sounds as if it is not prohibited.

While you have the right, at any time, to an advance determination on whether proposed service constitutes Prohibited Employment, to claim an exception from Prohibited Employment, you must file proof of actual excepted work and a detailed description from the service recipient of the work to be performed with the Plan Office. The detailed description should include the number of hours per month, the geographic location(s), and whether the work will require the use of skills acquired as an inside wireman or motor shopman. You must have an actual, bona fide offer of employment, as the Plan Office will not render advice with respect to work that is hypothetical or speculative.

If you engage in work that you have been advised is an exception from Prohibited Employment, the Plan Office may require you to submit periodic proof that the exception continues to apply. In the event

that you fail to supply the Plan Office with sufficient facts upon which the Plan Office can verify continuing excepted work, such failure may, upon written notice to you, result in suspension of your pension benefits (subject to right to appeal such decision to the Board of Trustees.)

E. Presumptions Regarding Post-Retirement Employment. If you are retired and receiving a Pension from the Plan, you must report any employment in the Electrical Industry to the Trustees within 15 days of such employment. If you do not report your employment and the Trustees discover you have been working in the Electrical Industry, they will act on the rebuttable presumption that you worked the number of hours for each of the months in which no notice was given (one hour if prior to your attaining age 65 or 40 hours if you have attained age 65) that would require suspension of your Pension benefits. You will then have to prove that this presumption is not true.

If you fail to give advance notice to the Plan Office of Prohibited Employment, your benefits will be suspended for three additional months following the period your pension will be suspended for actually engaging in Prohibited Employment. This additional three-month suspension period, however, will not apply to months occurring after you reach Normal Retirement Age.

F. Your Responsibility to Furnish Information. If requested, you must provide the Plan Office with access to reasonable information for the purpose of verifying employment, such as time sheets, logs or records, income tax returns (including attachments), W-2 forms, and any other employment or income-related records. If you fail to timely provide requested information, the Plan may act on the rebuttable presumption that you worked more than the allowable hours in a month and suspend your pension.

G. Suspension Rules. The Plan will notify you by first class mail if it suspends your pension, including the reason for the suspension. You may request that the Trustees review the determination suspending your benefits in accordance with the Plan's claims and appeal procedure described in Section 16 below. When your monthly payments are suspended, you are required to notify the Plan when Prohibited Employment has ended and your benefit payments will be withheld until such notice is filed with the Plan.

#### H. Benefit Payments Following Suspension

a) Timing. Benefits will resume for months after the last month for which benefits were suspended. The first post-suspension payment will be paid no later than the third month after the last calendar month of the suspension (along with payment for the two preceding months, if applicable), provided you have complied with the notice requirements described in Subsection E, above.

b) Amount. If you retire on an Early Retirement Pension and return to Covered Employment, your pension will be suspended until you later retire. You will not receive an amount higher than the pension you were receiving for Pension Credit earned prior to commencing your Early Retirement Pension, but any Pension Credit you earn after your return to Covered Employment will be determined at the rates specified in Appendix A when you reach Normal Retirement Age. In other

words, your Early Retirement Pension will be increased by the accrued value of the Future Service Pension Credits you earned after you returned to Covered Employment, but will not be affected by any benefit increases that were adopted after you originally retired on an Early Retirement Pension.

If you have attained Normal Retirement Age, the amount payable upon resumption will be determined as if it was being calculated for the first time, based on your Normal Retirement Age, reduced by the actuarial value of the benefits you received during your earlier retirement and adjusted for the applicable Joint and Survivor Annuity option, if any. The adjustment, however, will be without regard to any benefit that otherwise would have accrued after your return to Covered Employment with respect to a 12-month period during which you worked less than 1,000 hours. If, however, the suspended benefits that would have been paid before your Normal Retirement Age reduces the value of your pension below the actuarial equivalent of your Normal Retirement Pension, the monthly amount of the resumed pension will be adjusted so you are not deprived the full value of your pension at Normal Retirement Age.

c) Recoupment of Overpayments. Overpayments attributable to payments made for any month(s) for which the Participant worked in Prohibited Employment shall be deducted from pension payments that would otherwise resume. Such deduction after the Participant has attained Normal Retirement Age shall not exceed 25% of the payment, except that up to 100% of the first pension payment may be withheld upon again becoming eligible for payments after a suspension. If a pensioner dies before recoupment of overpayments has been completed, deductions shall be made on the benefits payable to his surviving Spouse or any beneficiary, subject to the 25% limitation.

## SECTION 15. RECIPROCITY

If you work outside the geographic area of IBEW Local 6 under a Collective Bargaining Agreement requiring contributions to a different IBEW defined benefit pension plan, the contributions you earn typically are credited to that plan. Likewise, if you are a traveler working temporarily within the jurisdiction of this Plan, the contributions you earn typically are credited to this Plan instead of to your home pension plan.

Dividing your pension service credit between two plans can reduce your retirement income. For example, if you work outside your normal area for only a few years, you may not work enough hours to vest under the plan in that area and may lose the benefits you earned during those years. Furthermore, if some of your employment in the industry is not credited under this Plan, you are less likely to qualify for certain Plan benefits. To avoid such problems, the Plan has become a party to the Electrical Industry Pension Reciprocal Agreement.

The key provisions of the Electrical Industry Pension Reciprocal Agreement are summarized below.

A copy of the agreement is available upon written request of the Plan Office. **The National Reciprocity Office is responsible for and handles any appeals, disputes or questions relating to such Industry Reciprocal Agreement.**

### A. Home Fund:

If you become employed in or expect to work in the jurisdiction of another IBEW Local Union you may authorize the transfer of contributions from a participating fund of that other Local Union (“Participating Fund”) to the Northern California Electrical Workers Pension Fund (the “Home Fund”) if:

- ! you are a member of IBEW Local 6 and currently have Credited Service in the Plan; or
- ! you are not a member of IBEW Local 6 but have accumulated credit in this Plan and do not have Credited Service in the pension fund of the IBEW Local Union to which you belong.

### B. Procedures:

To qualify for reciprocal transfers to your Home Fund as defined under the Industry Reciprocal Agreement, you must register on the Electronic Reciprocal Transfer System (“ERTS”) and present a valid photo identification at your Home Fund, the Participating Fund in which you have registered for work, or an assisting IBEW Local Union. You will be required to agree (through a written confirmation) and electronically (via ERTS) to 1) the legally binding effect of utilizing an electronic signature on ERTS and 2) an approved authorization and release regarding reciprocal transfers under the Agreement.

C. Amount and Effective Date of Transfer:

The effective date of the transfer is the first day of the month in which you have properly registered on ERTS, provided you meet the eligibility requirements to claim the Plan as your Home Fund as described above. The Participating Fund will transfer to the NCEW Pension Trust the total contributions paid on your behalf. Reciprocity will remain in effect unless, and until, you complete a Request for Cessation of Transfer on ERTS. For further information regarding the procedure, please contact the Plan Office.

The terms of the Reciprocal Agreement may be changed or amended from time to time by vote of the participating trusts throughout the United States. To determine whether changes have occurred in the Reciprocal Agreement since the printing of this booklet, contact the Plan Office.

D. Allocation of Transferred Contributions

If you work under a collective bargaining agreement in the jurisdiction of another IBEW Local Union, your Employer's contributions under that agreement will be made on your behalf to that Local Union's pension fund. A reciprocal agreement permits contributions that are reported to the other pension fund to be transferred to this Pension Fund, and vice versa, if applicable. This is known as Money Follows the Person Reciprocity. The following summarizes how those funds are allocated.

1. Allocation Under Standard Reciprocity

Standard reciprocity occurs when a Participant of this Plan is dispatched by a different IBEW Local Union to a job in that Local Union's geographic area and the individual authorizes transfer of contributions in accordance with the Electrical Industry Pension Reciprocal Agreement or pursuant to an individual reciprocal agreement with that Local Union's pension plan.

Reciprocal contributions are first allocated to the "like" Plan (defined benefit to this Plan and defined contribution to the San Francisco Electrical Workers Retirement Savings Plan), up to the hourly contribution limit set forth in the IBEW Local 6 - SFECA Collective Bargaining Agreement (or other IBEW Local 6 Collective Bargaining Agreement, if any). Any excess amounts are then allocated to the "non-like" Plan. If the reciprocal contribution is in excess of the amount required to satisfy the contribution requirements of both Plans, the excess will be allocated to your San Francisco Electrical Workers Retirement Savings Plan Individual Account.

2. Allocation Under Portability Agreement – Differential Contributions

An exception to these allocation rules applies to Participants who are sent by their contributing Employer to another area under a portability agreement for whom a differential contribution (representing the difference between the contribution required under the collective bargaining agreement covering the jurisdiction where the Employee is working and the rates established in the IBEW Local 6 Collective Bargaining Agreement) is to be paid directly to IBEW Local 6's Funds.

For these Participants, reciprocal contributions will be credited on a pro rata basis, based on the relationship the defined benefit and defined contribution plan rates bear to the total IBEW Local 6 pension contribution. For example, the current Inside Wireman pension contribution of \$6.85 consists of a \$3.04 defined contribution rate, representing approximately 44% of the total contribution, and a \$3.81 defined benefit rate, representing approximately 56% of the total contribution. For each \$1.00 transferred to the Fund, \$0.44 will be allocated to the Defined Contribution Plan and \$0.56 will be allocated to this Plan.

As a result of this procedure, the combination of the differential contribution paid directly to Local 6's Funds and the contributions transferred under the Electrical Industry Pension Reciprocal Agreement will be equal to the total hours the Participant worked times the pension rate established in the IBEW Local 6 Collective Bargaining Agreement.

E. Crediting Service in Home Fund

Hours and Contributions received by the Northern California Electrical Workers Pension Trust are credited as follows:

1. This Plan:

- a. Credited Service for vesting and avoiding a break in service – all hours worked in the Participating Fund for which monies are transferred will be counted as Credited Service on an hour-to-hour basis.
- b. Benefit Accrual - all hours worked in the Participating Fund for which monies are transferred will be counted for benefit accrual on a pro rata basis, based on the relationship the contributions received bears to the applicable IBEW Local 6 defined benefit contribution.

2. Defined Contribution Plan

Reciprocal monies that have been allocated to the Defined Contribution Plan, under the above allocation rules are credited to the Participant's Individual Account under that plan.

F. Pro-Rata Reciprocity:

Under a Pro-Rata Reciprocity Agreement no money is transferred between the two plans. Instead, the Credited Service in each jurisdiction is aggregated by each plan to determine whether you are vested and to avoid a break in service under each respective plan. If you become vested under these rules, each plan will pay a pension based on the years of Pension Credit earned in that plan's jurisdiction only. The Board of Trustees has entered into a Pro-Rata Reciprocity Agreement with the IBEW Pacific Coast Pension Plan.

## SECTION 16. CLAIMS AND APPEAL PROCEDURE

### A. Claims and Appeal Procedure

The Plan contains a claims and appeal procedure that must be followed. Be sure to read the procedure carefully before filing a claim or a lawsuit involving the Plan, the Board of Trustees or the Trust Fund. The purpose of the claims procedure is to make it possible for claims and disputes to be resolved fairly and efficiently without necessitating costly litigation and attorneys' fees. The Plan provides that no lawsuit may be brought unless the Plan's appeal procedure is followed first.

### B. Claim Denial

Under the Plan's procedure and as required by ERISA, if your claim for a pension benefit is denied in whole or in part, you will receive a written explanation including the specific reasons for the denial. You then have the right to have the Board of Trustees review and reconsider your claim. You also have the right to review a Plan policy, determination or action with which you disagree, by submitting a written appeal to the Board of Trustees.

To have your claim reviewed, however, you must file with the Plan Office a written appeal within 60 days of your receipt of the Board's initial denial of your claim or within 60 days after you learn of a Plan policy, determination or action with which you disagree and which is not a benefit denial.

### C. Appeal of Claim Denial.

Your written appeal must state the specific reasons the denial of the claim was in error. You may submit supporting documents or records, and you have the right to representation throughout the review procedure.

The review normally will be held and a decision rendered by the Board of Trustees by the next regularly scheduled Trust meeting, unless the appeal is received within thirty days of such meeting or special circumstances exist requiring additional time. If the notice of appeal was received within thirty (30) days prior to the next quarterly meeting the Board of Trustees may consider the appeal at the second regular quarterly meeting following the receipt of the notice of appeal. If special circumstances exist regarding a benefit claim, the Board of trustees may take an extension of time, to the next regularly scheduled meeting, to review the claim, provided that you or your representative are given a notice describing the special circumstances prior to the expiration of the original review period. You may request, or may be requested by the Board of Trustees, to appear at a hearing on your appeal. The Board of Trustees has the sole discretion, however, to decide whether to hold a hearing and whether to invite you to a meeting.

The Trustees shall have full authority and discretion to construe, interpret and apply all provisions of the Plan and to determine all questions that may arise hereunder, including all questions relating to your eligibility to participate in the Plan, the amount of any benefit to which you or any Alternate Payee,

Beneficiary or spouse may become entitled hereunder and to determine all appeals subsequent to any determination upon application for benefits. Specifically, the Trustees shall have full and complete authority and discretion to make any determinations or findings of facts regarding any claims and appeals of any benefit determinations.

The decision on review will be in writing and, if your appeal is denied, will include a specific reason for the denial, and if applicable, may indicate if additional information might help your claim or appeal. Upon exhausting these procedures, if you are still not satisfied, you may file a lawsuit in federal court. No legal action may be commenced or maintained against the Plan, Trust, Board of Trustees, individual Trustees, or other persons or entities involved with the decision on appeal more than two (2) years after the Trustees' decision on the appeal.

In connection with an appeal, you may review pertinent documents in the Plan Office after making appropriate arrangements or you may request that documents be provided to you. The Plan may charge you \$.25 per page to copy documents for you, which must be paid in advance.

D. Disability Claims and Appeals-Special Rules.

Time Periods for Disability Claim Determination. Decisions on disability claims and appeals have different time periods. If the Plan denies your application for disability benefits, the Plan will notify you of the denial within 45 days after the Plan's receipt of your application or claim.

An extension of time not exceeding thirty (30) days may be necessary due to matters beyond the Plan's control. If a decision cannot be rendered due to matters beyond the control of the Plan prior to the expiration of the thirty (30) day extension, the period for making a determination may be extended for up to an additional 30 days, in which event notice will be sent to you prior to the expiration of the first 30 day extension.

The notice of extension will include in addition to the information set forth above, the standards on which entitlement to a benefit is based; the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. You will be afforded at least forty-five (45) days to provide the specified information, if any. The deadline for the Board of Trustees to render its decision is tolled from the date on which the notification of the extension is sent to you until the date a response from you is received.

The denial notice of a disability claim will include the same information as that set forth above pertaining to non-disabled claims.

E. Voluntary Arbitration

There is no right to arbitration of any adverse decision. Upon your request, however, the Trustees may, but are not required to, enter into an agreement to arbitrate a disputed claim upon your exhaustion of the Claims Procedure. Alternatively, the Board of Trustees may propose voluntary arbitration subject

to your agreement. The terms of such arbitration must be mutually agreeable to you and the Board of Trustees.

F. Finality of Decision on Claim-Two Year Period to File Lawsuit.

The denial of an application or claim after the right to review has been waived or the decision of the Board of Trustees on appeal has been issued is final and binding upon all parties, including the Claimant.

**No lawsuit may be filed without first exhausting the above appeals procedure. No legal action may be commenced or maintained against the Plan or any Trustee or other fiduciary, person or entity involved in the decision more than two (2) years after a claim has been denied on appeal.**

## SECTION 17. AMENDMENT, TERMINATION, AND MERGER OF PLAN

### A. Amendment of Plan.

The Board of Trustees has the discretion to amend the Plan at any time. Moreover, if the Collective Bargaining Agreement is amended by the insertion or deletion of provisions relating to the Plan, the Board of Trustees will amend the Plan to effectuate the intent of the amendment to the Collective Bargaining Agreement, unless any such amendment conflicts with any applicable law or is actuarially unsound.

Any amendment may apply to all groups and/or Participants covered by the Plan or only to certain groups of Participants. Retroactive amendments may be made to the extent permissible under ERISA and other applicable law. Except as is permitted or required by applicable law, no amendment may divest any accrued benefits which have previously been vested or been approved.

Any amendment to the Plan may not conflict with ERISA or any other neither applicable law nor may any amendment be adopted which would render the Plan actuarially unsound. No amendment may decrease a Participant's accrued benefit, except as permitted under ERISA or other applicable law.

### B. Right to Terminate/Vesting

It is anticipated that the Plan is permanent and will continually be in operation. It is, however, legally necessary to consider the possibility of termination of the Plan and to state the rights of the Participants in such an unlikely event.

The Association and the Union, acting jointly, and the Board of Trustees, have the right to discontinue or terminate the Plan in whole or in part. The rights of Participants to benefits accrued to the date of the termination, or discontinuance, to the extent funded by the Plan assets allocated to such benefits as of such date, are non-forfeitable. If, however, there are not enough assets to pay for all of the benefits described in the Plan after providing for the expenses of termination, the remaining assets will be allocated in accordance with the Plan document and as otherwise required by law.

### C. PBGC Insurance Rights in the Event of Plan Termination

Many of the benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. The PBGC guarantees certain vested normal retirement benefits, early retirement benefits and certain disability and survivor's Pensions. The PBGC does not, however, guarantee all types of benefits and the amount of benefit protection is subject to certain limitations.

The PBGC guarantees vested benefits at the level in effect on the date of Plan termination. If, however, benefits have been increased within the 5 years before Plan termination, the whole amount of the Plan's vested benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that the PBGC guarantees, which is adjusted periodically.

Under the PBGC's multiemployer plan termination program, the PBGC provides financial assistance through loans to Plans that are insolvent. A multiemployer plan, such as this Plan, is considered insolvent if the Plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due. Before a Plan receives financial assistance from the PBGC, it must suspend payments in excess of the guarantee level.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's Years of Service multiplied by

- (1) 100% of the first \$11 of the monthly benefit accrual rate and
- (2) 75% of the next \$33.

The PBGC's maximum guarantee limit currently is \$35.75 per month times a Participant's Years of Service. Thus, the maximum annual guarantee for a pensioner with 30 Years of Service is \$12, 870. These amounts are reduced if benefits begin before age 65 and for other reasons. These amounts could change in the future.

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.

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

#### D. Merger or Consolidation of Plan With Other Plan

In the event of any merger or consolidation of the Plan with, or transfer in whole or in part of the assets or liabilities of the Plan to any other pension plan, each Participant will be entitled to a benefit immediately after the merger, consolidation or transfer which is at least equal to the benefit such Participant would be entitled to before such merger, consolidation or transfer.

SECTION 18. **GENERAL PLAN INFORMATION**

A. Name of Plan:

The name of the Plan is the Northern California Electrical Workers Pension Plan.

B. Plan Administrator:

The Board of Trustees of the Pension Plan is the Plan Administrator of the Plan. The Board is responsible for ensuring that information regarding the Plan is reported to governmental agencies and disclosed to Plan Participants and beneficiaries in accordance with the requirements of ERISA.

C. Agent for the Service of Legal Process:

Electrical Industry Service Bureau (EISB)  
c/o Judith Fisher  
Northern California Electrical Workers Pension Plan  
720 Market Street, Suite 700  
San Francisco, California 94104

The service of legal process may also be made upon a Plan Trustee or the Board of Trustees.

D. Plan Year:

The Plan Year commences on January 1 and ends on December 31.

E. Employer Identification Number:

The Internal Revenue Service Employer Identification Number (EIN) for this Plan is 94-6062674. The Plan Number is 001.

F. Funding and Collective Bargaining Agreements:

The Plan is a multiemployer defined benefit pension plan maintained in accordance with Collective Bargaining Agreements between IBEW Local 6 and the San Francisco Electrical Contractors Association and between IBEW Local 6 and various Employers. The Collective Bargaining Agreements provide for contributions by the Employers to the Pension Trust on an agreed-upon cents-per-hour basis. There are no Employee contributions.

The Plan Office will provide a Participant or beneficiary, upon written request, with information as to whether a particular Employer for whom the Participant is employed is contributing to the Plan with respect to the work of the Participants in the Plan and, if the Employer is a contributor, the Employer's address.

You may obtain a complete list of contributing Employers and their addresses and a copy of your Collective Bargaining Agreement upon written request to the Plan Office. The Plan may charge you \$.25 per page to provide these documents and this amount must be paid in advance. You may also review these documents in the Plan Office without charge after making appropriate advance arrangements.

G. Fund Medium

Assets of the Plan are held in Trust, and benefits are funded through this Trust fund. Plan assets are held by a bank, which are invested as directed by the fund's investment managers to do so.

## **STATEMENT OF ERISA RIGHTS**

As a Participant in the 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 be entitled to:

-- Examine, without charge, at the Plan Office and other locations (such as the local Union) documents governing the Plan, including insurance contracts, 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 ("EBSA").

Obtain, upon written request to the Board of Trustees or the Fund Office, 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 an updated summary plan description.

-- Obtain copies of Plan documents and certain other Plan information upon written request to the Plan. The Plan may assess a reasonable charge for the copies.

-- Receive a summary of the Plan's Annual Report known as a Summary Annual Report (SAR). The Plan is required by law to furnish each Participant with a copy of this summary annual report.

-- Obtain a statement which indicates whether you have a right to receive a Pension at Normal Retirement Age (65) and, if so, what your benefits would be if you stopped working under the Plan now. If you do not have a right to a Pension, the statement will reflect how many more years you must work to have a right to a Pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called fiduciaries, 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.

If your claim for a Pension benefit is denied in whole or in part, you have a right to a written explanation to know why it was denied and 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 certain materials from the Plan and do not receive them within 30 days, you may file a suit in Federal court. In such a case, the

court may require the Plan provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file a suit. In addition, if you disagree with the Plan's decision, or lack thereof, concerning the qualified status of a domestic relations order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money or other assets, 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. If you file a lawsuit, the court may decide who should pay court costs and legal fees. If you are successful, the court may order the person(s) you have sued to pay your costs and fees. If you lose, the court may order you to pay the Trust's or other defendants' costs and fees, for example, if it finds your claim frivolous.

If you have any questions about your Plan, you should contact the Plan Office. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, located at EBSA, San Francisco Regional Office, 71 Stevenson Street, Suite 915, San Francisco, CA 94105, (415) 975-4600 or:

Office of Participant Assistant  
U.S. Department of Labor  
Employee Benefits Security Administration  
200 Constitution Avenue NW  
Washington, D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the EBSA. For single copies of publications, contact the EBSA Brochure Request Line at 1-800-998-7542 or contact the EBSA field office nearest you.

You may find answers to your questions and a list of EBSA offices online at: [www.dol.gov/ebsa/welcome.html](http://www.dol.gov/ebsa/welcome.html)

**FROZEN BENEFIT SCHEDULE**  
**APPENDIX A**

A. Separation from Service occurs 12/31/79; (0 HOURS 1977, 1978, AND 1979)

Inside Wiremen: \$24.00 for 6/1/61-12/31/76

Motor Shop: \$10.00 for 6/1/62-12/31/76

Neon Sign: \$12.50 for 6/1/66-12/31/76

B. Separation from Service occurs 12/31/80; (0 HOURS 1978, 1979, AND 1980)

Inside Wiremen: \$26.00 for 6/1/61-05/31/77  
\$30.00 for 6/1/77-12/31/77

Motor Shop: \$11.50 for 6/1/62-12/31/77

Neon Sign: \$12.50 for 6/1/66-12/31/77

C. Separation from Service occurs 12/31/81; (0 HOURS 1979, 1980, AND 1981)

Inside Wiremen: \$30.00 for 6/1/61-05/31/78  
\$35.00 for 6/1/78-12/31/78

Motor Shop: \$11.50 for 6/1/62-12/31/78

Neon Sign: \$12.50 for 6/1/66-12/31/78

D. Separation from Service occurs 12/31/82; (0 HOURS 1980, 1981, AND 1982)

Inside Wiremen: \$31.00 for 6/1/61-05/31/78  
\$35.00 for 6/1/78-05/31/79  
\$45.00 for 6/1/79-12/31/79

Motor Shop: \$11.50 for 6/1/62-12/31/79

Neon Sign: \$12.50 for 6/1/66-12/31/79

E. Separation from Service occurs 12/31/83; (0 HOURS 1981, 1982, AND 1983)

Inside Wiremen: \$35.00 for 6/1/61-05/31/79

\$45.00 for 6/1/79-05/31/80  
\$50.00 for 6/1/80-12/31/80

Motor Shop: \$11.50 for 6/1/62-12/31/80

Neon Sign: \$12.50 for 6/1/66-12/31/80

F. Separation from Service occurs 12/31/84; (0 HOURS 1982, 1983, AND 1984)

Inside Wiremen: \$35.00 for 6/1/61-05/31/79  
\$45.00 for 6/1/79-05/31/80  
\$50.00 for 6/1/80-12/31/81

Motor Shop: \$11.50 for 6/1/62-12/31/81

Neon Sign: \$17.50 for 6/1/66-12/31/81

G. Separation from Service occurs 12/31/85; (0 HOURS 1983, 1984, AND 1985)

Inside Wiremen: \$35.00 or \$37.50(\*) for 6/1/61-05/31/79  
\$45.00 for 6/1/79-05/31/80  
\$50.00 for 6/1/80-05/31/82  
\$55.00 for 6/1/82-12/31/82

Motor Shop: \$12.00 for 6/1/62-12/31/82

Neon Sign: \$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) for  
6/1/66-12/31/82

H. Separation from Service occurs 12/31/86; (0 HOURS 1984, 1985, AND 1986)

Inside Wiremen: \$35.00 or \$37.50(\*) for 6/1/61-05/31/79  
\$45.00 for 6/1/79-05/31/80  
\$50.00 for 6/1/80-05/31/82  
\$55.00 for 6/1/82-12/31/83

Motor Shop: \$12.00 for 6/1/62-12/31/83

Neon Sign: \$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) for  
6/1/66-12/31/83

I. Separation from Service occurs 12/31/87; (0 HOURS 1985, 1986, AND 1987)

Inside Wiremen: \$35.00 or \$37.50(\*) or \$45.00(\*) for 6/1/61-05/31/79  
\$45.00 for 6/1/79-05/31/80  
\$50.00 for 6/1/80-05/31/82

\$55.00 for 6/1/82-05/31/84

\$60.00 for 6/1/84-12/31/84

Motor Shop: \$12.00 or \$16.00 (if earned 2,000 after 6/1/83) for 6/1/62-12/31/84

Neon Sign: \$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) or \$24.00 (if earned 2,000 hours after 6/1/83) for 6/1/66-12/31/84

J. Separation from Service occurs 12/31/88; (0 HOURS 1986, 1987, AND 1988)

Inside Wiremen: \$35.00 or \$37.50(\*) or \$45.00(\*) or \$55.00 (\*) for 6/1/61-05/31/79  
\$45.00 or \$55.00 (\*) for 6/1/79-05/31/80  
\$50.00 or \$55.00 (\*) for 6/1/80-05/31/82  
\$55.00 for 6/1/82-05/31/84  
\$60.00 for 6/1/84-12/31/84  
\$61.00 for 1/1/85-12/31/85

Motor Shop: \$12.00 or \$16.00 (if earned 2,000 after 6/1/83) for 6/1/62-12/31/85

Neon Sign: \$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) or \$24.00 (if earned 2,000 hours after 6/1/83) for 6/1/66-12/31/85

K. Separation from Service occurs 12/31/89; (0 HOURS 1987, 1988, AND 1989)

Inside Wiremen: \$35.00 or \$37.50(\*) or \$45.00(\*) or \$55.00(\*) for 6/1/61-05/31/79  
\$45.00 or \$55.00(\*) for 6/1/79-05/31/80  
\$50.00 or \$55.00(\*) for 6/1/80-05/31/82  
\$55.00 or \$61.00(\*) for 6/1/82-05/31/84  
\$60.00 or \$61.00(\*) for 6/1/84-12/31/84  
\$61.00 for 1/1/85-12/31/85  
\$66.00 for 1/1/86-12/31/86

Motor Shop: \$12.00 or \$16.00 (if earned 2,000 after 6/1/83) for 6/1/62-12/31/86

Neon Sign: \$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) or \$24.00 (if earned 2,000 hours after 6/1/83) for 6/1/66-12/31/86

L. Separation from Service occurs 12/31/90; (0 HOURS 1988, 1989, AND 1990)

Inside Wiremen: \$35.00 or \$37.50(\*) or \$45.00(\*) or \$55.00(\*) or \$61.00(\*)  
for 6/1/61-05/31/79  
\$45.00 or \$55.00(\*) or \$61.00(\*) for 6/1/79-05/31/80  
\$50.00 or \$55.00(\*) or \$61.00(\*) for 6/1/80-05/31/82  
\$55.00 or \$61.00(\*) for 6/1/82-05/31/84  
\$60.00 or \$61.00(\*) for 6/1/84-12/31/84  
\$61.00 for 1/1/85-12/31/85  
\$66.00 for 1/1/86-12/31/86  
\$75.00 for 1/1/87-12/31/87

Motor Shop: \$12.00 or \$16.00 (if earned 2,000 after 6/1/83) or \$20.00 (if  
earned 2,000 after 6/1/86), for 6/1/62-12/31/87

Neon Sign: \$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) or  
\$24.00 (if earned 2,000 hours after 6/1/83) for  
6/1/66-12/31/87

M. Separation from Service occurs 12/31/91; (0 HOURS 1989, 1990, AND 1991)

Inside Wiremen: \$35.00 or \$37.50(\*) or \$45.00(\*) or \$55.00(\*) or \$61.00(\*)  
or \$90.00(\*) for 6/1/61-05/31/79  
\$45.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) for  
6/1/79-05/31/80  
\$50.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) for  
6/1/80-05/31/82  
\$55.00 or \$61.00(\*) or \$90.00(\*) for 6/1/82-05/31/84  
\$60.00 or \$61.00(\*) or \$90.00(\*) for 6/1/84-12/31/84  
\$61.00 or \$90.00(\*) for 1/1/85-12/31/85  
\$66.00 or \$90.00(\*) for 1/1/86-12/31/86  
\$75.00 or \$90.00(\*) for 1/1/87-12/31/88

Motor Shop: \$12.00 or \$16.00 (if earned 2,000 after 6/1/83) or  
\$20.00, (if earned 2,000 hrs. after 6/1/86), or \$22.00, (if  
earned 2,000 hrs. after 6/1/87) for 6/1/62-12/31/88

Neon Sign: \$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) or  
\$24.00 (if earned 2,000 hours after 6/1/83) or \$40.00 (if  
earned 2,000 hours after 6/1/86), or \$44.00 (if earned 2,000  
hours after 6/1/87), for 6/1/66-12/31/88

N. Separation from Service occurs on 12/31/92; (0 HOURS 1990, 1991, AND 1992)

Inside Wiremen: \$35.00 or \$37.50(\*) or \$45.00(\*) or \$55.00(\*) or  
\$61.00(\*) or \$90.00(\*) or \$92.00(\*) for 6/1/61-05/31/79

\$45.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) for 6/1/79-05/31/80  
\$50.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) for 6/1/80-05/31/82  
\$55.00 or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) for 6/1/82-05/31/84  
\$60.00 or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) for 6/1/84-12/31/84  
\$61.00 or \$90.00(\*) or \$92.00(\*) for 6/1/85-12/31/85  
\$66.00 or \$90.00(\*) or \$92.00(\*) for 1/1/86-12/31/86  
\$75.00 or \$90.00(\*) or \$92.00(\*) for 1/1/87-12/31/88  
\$80.00 or \$90.00(\*) or \$92.00(\*) for 1/1/89-12/31/89

Motor Shop: \$12.00 or \$16.00 (if earned 2,000 after 6/1/83) or \$20.00, (if earned 2,000 hrs. after 6/1/86), or \$22.00, (if earned 2,000 hrs. after 6/1/87) or 6/1/62-12/31/88

Neon Sign: \$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) or \$24.00 (if earned 2,000 hours after 6/1/83) or \$40.00 (if earned 2,000 hours after 6/1/86), or \$44.00 (if earned 2,000 hours after 6/1/87), for 6/1/66-12/31/88

O. Separation from Service occurs on 12/31/93; (0 Hours in 1991, 1992, and 1993)

Inside Wiremen: \$35.00 or \$37.50(\*) or \$45.00(\*) or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) for 6/1/61-05/31/79  
\$45.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) for 6/1/79-05/31/80  
\$50.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) for 6/1/80-05/31/82  
\$55.00 or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) for 6/1/82-05/31/84  
\$60.00 or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) for 6/1/84-12/31/84  
\$61.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) for 1/1/85-12/31/85  
\$66.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*)

for 1/1/86-12/31/86

\$75.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*)  
for 1/1/87-12/31/88

\$80.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*)  
for 1/1/89-12/31/89

\$85.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*)  
for 1/1/90-12/31/90

Motor Shop: \$12.00 or \$16.00 (if earned 2,000 after 6/1/83) or  
\$20.00, (if earned 2,000 hrs. after 6/1/86), or  
\$22.00, (if earned 2,000 hrs. after 6/1/87) or  
\$27.00, (if earned 2,000 hours after June 1, 1989) for  
6/1/62-12/31/90

Neon Sign: \$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) or  
\$24.00 (if earned 2,000 hours after 6/1/83) or \$40.00 (if  
earned 2,000 hours after 6/1/86), or \$44.00 (if earned 2,000  
hours after 6/1/87), or \$49.00 for 6/1/66-12/31/90

P. Separation from Service occurs on 12/31/94; (0 Hours in 1992, 1993, and 1994)

Inside Wiremen: \$35.00 or \$37.50(\*) or \$45.00(\*) or \$55.00(\*) or  
\$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00  
(\*) for 6/1/61-05/31/79

\$45.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*)  
or \$95.00(\*) or \$97.00(\*) for 6/1/79-05/31/80

\$50.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or  
\$92.00(\*) or \$95.00(\*) or \$97.00(\*) for 6/1/80-05/31/82

\$55.00 or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or  
\$95.00(\*) or \$97.00(\*) for 6/1/82-05/31/84

\$60.00 or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or  
\$95.00(\*) or \$97.00(\*) for 6/1/84-12/31/84

\$61.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or  
\$97.00(\*) for 1/1/85-12/31/85

\$66.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or  
\$97.00(\*) for 1/1/86-12/31/86

\$75.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) for 1/1/87-12/31/88

\$80.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) for 1/1/89-12/31/89

\$85.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) for 1/1/90-12/31/90

\$90.00 or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) for 1/1/91-12/31/91

Motor Shop:

\$12.00 or \$16.00 (if earned 2,000 after 6/1/83) or \$20.00, (if earned 2,000 hrs. after 6/1/86), or \$22.00, (if earned 2,000 hrs. after 6/1/87) or \$27.00, (if earned 2,000 hours after June 1, 1989), or \$29.00, (if earned 2,000 hrs. after June 1, 1990) or \$31.50, (if earned 2,000 hrs. after June 1, 1992) for 6/1/62-12/31/91

e

Q. Separation from Service occurs on 12/31/95; (0 Hours in 1993, 1994, and 1995)

Inside Wiremen:

\$35.00 or \$37.50(\*) or \$45.00(\*) or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00 (\*) for 6/1/61-05/31/79

\$45.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) for 6/1/79-05/31/80

\$50.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) for 6/1/80-05/31/82

\$55.00 or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) for 6/1/82-05/31/84

\$60.00 or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) for 6/1/84-12/31/84

\$61.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) for 1/1/85-12/31/85

\$66.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) for 1/1/86-12/31/86

\$75.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*)  
for 1/1/87-12/31/88

\$80.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*)  
for 1/1/89-12/31/89

\$85.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*)  
for 1/1/90-12/31/90

\$90.00 or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) for  
1/1/91-12/31/91

\$92.00 or \$95.00(\*) or \$97.00(\*) for 1/1/92-12/31/92

Motor Shop: \$12.00 or \$16.00 (if earned 2,000 after 6/1/83) or \$20.00, (if  
earned 2,000 hrs. after 6/1/86), or \$22.00, (if earned 2,000  
hrs. after 6/1/87) or \$27.00, (if earned 2,000 hours after June  
1, 1989), or \$29.00, (if earned 2,000 hrs. after June 1, 1990)  
for 6/1/62-12/31/92

Neon Sign: \$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) or \$24.00  
(if earned 2,000 hours after 6/1/83) or \$40.00 (if earned 2,000  
hours after 6/1/86), or \$44.00 (if earned 2,000 hours after  
6/1/87), or \$49.00 (if earned 2,000 hours after 6/1/89), or  
\$51.00 (if earned 2,000 hours after 6/1/90) for  
6/1/66-12/31/92

R. Separation from Service occurs on 12/31/96; (0 Hours in 1994, 1995, and 1996)

Inside Wiremen: \$35.00 or \$37.50(\*) or \$45.00(\*) or \$55.00(\*) or \$61.00(\*)  
or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or  
\$105.00(\*) 6/1/61-05/31/79

\$45.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*)  
or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) for  
6/1/79-05/31/80

\$50.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*)  
or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) for  
6/1/80-05/31/82

\$55.00 or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*)  
or \$97.00(\*) or \$105.00(\*) for 6/1/82-05/31/84

\$60.00 or \$61.00(\*) or \$90.00(\*) or \$92.00 or \$95.00(\*) or  
\$97.00(\*) or \$105.00(\*) for 6/1/84-12/31/84

\$61.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) for 1/1/85-12/31/85

\$66.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) for 1/1/86-12/31/86

\$75.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) for 1/1/87-12/31/88

\$80.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) for 1/1/89-12/31/89

\$85.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) for 1/1/90-12/31/90

\$90.00 or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) for 1/1/91-12/31/91

\$92.00 or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) for 1/1/92-12/31/92

\$95.00 or \$97.00(\*) or \$105.00(\*) for 1/1/93-12/31/93

Motor Shop:

\$12.00 or \$16.00 (if earned 2,000 after 6/1/83) or \$20.00, (if earned 2,000 hrs. after 6/1/86), or \$22.00, (if earned 2,000 hrs. after 6/1/87) or \$27.00, (if earned 2,000 hours after June 1, 1989), or \$29.00, (if earned 2,000 hrs. after June 1, 1990) or \$31.50, (if earned 2,000 hrs. after June 1, 1992) for 6/1/62-12/31/93

Neon Sign:

\$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) or \$24.00 (if earned 2,000 hours after 6/1/83) or \$40.00 (if earned 2,000 hours after 6/1/86), or \$44.00 (if earned 2,000 hours after 6/1/87), or \$49.00 (if earned 2,000 hours after 6/1/89), or \$51.00 (if earned 2,000 hours after 6/1/90) or \$55.00 (if earned 2,000 hrs. after 6/1/92) for 6/1/66-12/31/93

S. Separation from Service occurs on 12/31/97; (0 Hours in 1995, 1996, and 1997)

Inside Wiremen:

\$35.00 or \$37.50(\*) or \$45.00(\*) or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00 6/1/61-05/31/79

\$45.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) for 6/1/79-05/31/80

\$50.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) for 6/1/80-05/31/82

\$55.00 or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) for 6/1/82-05/31/84

\$60.00 or \$61.00(\*) or \$90.00(\*) or \$92.00 or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) for 6/1/84-12/31/84

\$61.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) for 1/1/85-12/31/85

\$66.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) for 1/1/86-12/31/86

\$75.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) for 1/1/87-12/31/88

\$80.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) for 1/1/89-12/31/89

\$85.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) for 1/1/90-12/31/90

Motor Shop:

\$12.00 or \$16.00 (if earned 2,000 after 6/1/83) or \$20.00, (if earned 2,000 hrs. after 6/1/86), or \$22.00, (if earned 2,000 hrs. after 6/1/87) or \$27.00, (if earned 2,000 hours after June 1, 1989), or \$29.00, (if earned 2,000 hrs. after June 1, 1990) or \$31.50, (if earned 2,000 hrs. after June 1, 1992) or \$35.00, (if earned 2,000 hours after June 1, 1993), for 6/1/62-12/31/94.

Neon Sign:

\$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) or \$24.00 (if earned 2,000 hours after 6/1/83) or \$40.00 (if earned 2,000 hours after 6/1/86), or \$44.00 (if earned 2,000 hours after 6/1/87), or \$49.00 (if earned 2,000 hours after 6/1/89), or \$51.00 (if earned 2,000 hours after 6/1/90) or \$55.00 (if earned 2,000 hrs. after 6/1/92), or \$60.00 (if earned 2,000 hours after 6/1/93), for 6/1/66-12/31/94.

T. Separation from Service occurs on 12/31/98 or 12/31/99; (0 Hours in 1996, 1997, or 1998)/(0 Hours in 1997, 1998 and 1999)

Inside Wiremen:

\$35.00 or \$37.50(\*) or \$45.00(\*) or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) 6/1/61-05/31/79

\$45.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) for 6/1/79-05/31/80

\$50.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) for 6/1/80-05/31/82

\$55.00 or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) for 6/1/82-05/31/84

\$60.00 or \$61.00(\*) or \$90.00(\*) or \$92.00 or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) for 6/1/84-12/31/84

\$61.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) for 1/1/85-12/31/85

\$66.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) for 1/1/86-12/31/86

\$75.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) for 1/1/87-12/31/88

\$80.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) for 1/1/89-12/31/89

\$85.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) for 1/1/90-12/31/90

\$90.00 or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$135.00(\*) for 1/1/91-12/31/91

\$92.00 or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$135.00(\*) for 1/1/92-12/31/92

\$95.00 or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) for 1/1/93-12/31/94

\$97.00 or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) for 1/1/95-12/31/96.

Motor Shop:

\$12.00 or \$16.00 (if earned 2,000 after 6/1/83) or \$20.00, (if earned 2,000 hrs. after 6/1/86), or \$22.00, (if earned 2,000 hrs. after 6/1/87) or \$27.00, (if earned 2,000 hours after June 1, 1989), or \$29.00, (if earned 2,000 hrs. after June 1, 1990) or \$31.50, (if earned 2,000 hrs. after June 1, 1992) or \$35.00, (if earned 2,000 hours after June 1, 1993), or \$40.00, (if earned 2,000 hours after June 1, 1994), for 6/1/62-12/31/96.

Neon Sign:

\$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) or \$24.00 (if earned 2,000 hours after 6/1/83) or \$40.00 (if earned 2,000 hours after 6/1/86), or \$44.00 (if earned 2,000 hours after 6/1/87), or \$49.00 (if earned 2,000 hours after 6/1/89), or \$51.00 (if earned 2,000 hours after 6/1/90) or \$55.00 (if earned 2,000 hrs. after 6/1/92), or \$60.00 (if earned 2,000 hours after 6/1/93), or \$68.00 (if earned 2,000 hours after 6/1/94), for 6/1/66-12/31/96.

U. Separation from Service occurs on 12/31/2000 (0 Hours in 1998, 1999 and 2000)

Inside Wiremen:

\$35.00 or \$37.50(\*) or \$45.00(\*) or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) 6/1/61-05/31/79

\$45.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) for 6/1/79-05/31/80

\$50.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) for 6/1/80-05/31/82

\$55.00 or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or

\$160.00(\*) for 6/1/82-05/31/84

\$60.00 or \$61.00(\*) or \$90.00(\*) or \$92.00 or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) for 6/1/84-12/31/84

\$61.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) for 1/1/85-12/31/85

\$66.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) or for 1/1/86-12/31/86

\$75.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) for 1/1/87-12/31/88

\$80.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) for 1/1/89-12/31/89

\$85.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) for 1/1/90-12/31/90

\$90.00 or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$135.00(\*) or \$160.00(\*) for 1/1/91-12/31/91

\$92.00 or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$135.00(\*) or \$160.00(\*) for 1/1/92-12/31/92

\$95.00 or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) for 1/1/93-12/31/94

\$97.00 or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) for 1/1/95-12/31/95

\$105.00 or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) or for 1/1/96-12/31/97

Motor Shop:

\$12.00 or \$16.00 (if earned 2,000 after 6/1/83) or \$20.00, (if earned 2,000 hrs. after 6/1/86), or \$22.00, (if earned 2,000 hrs. after 6/1/87) or \$27.00, (if earned 2,000 hours after June 1, 1989), or \$29.00, (if earned 2,000 hrs. after June 1, 1990) or \$31.50, (if earned 2,000 hrs. after June 1,

1992) or \$35.00, (if earned 2,000 hrs. after June 1, 1993) for 6/1/62-12/31/94, or \$40.00 (if earned 2,000 hours after 6/1/94 for 6/1/62-12/31/96), or \$50.00 (if earned 2,000 hours after 6/1/96 for 6/1/62-12/31/97).

Neon Sign:

\$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) or \$24.00 (if earned 2,000 hours after 6/1/83) or \$40.00 (if earned 2,000 hours after 6/1/86), or \$44.00 (if earned 2,000 hours after 6/1/87), or \$49.00 (if earned 2,000 hours after 6/1/89), or \$51.00 (if earned 2,000 hours after 6/1/90) or \$55.00 (if earned 2,000 hrs. after 6/1/92) or \$60.50, (if earned 2,000 hours after 6/1/93) for 6/1/66-12/31/94, or \$68.00 (if earned 2,000 hours after 6/1/94 for 6/1/66-12/31/96) or \$85.00 (if earned 2,000 hours after 6/1/96 for 6/1/66-12/31/97).

V. Separation from Service occurs on 12/31/2001, 12/31/2002, 12/31/2003, 12/31/2004, or 12/31/2005

Inside Wiremen:

\$35.00 or \$37.50(\*) or \$45.00(\*) or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) or \$170.00(\*) for 6/1/61-05/31/79

\$45.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) or \$170.00(\*) for 6/1/79-05/31/80

\$50.00 or \$55.00(\*) or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) or \$170.00(\*) for 6/1/80-05/31/82

\$55.00 or \$61.00(\*) or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) or \$170.00(\*) for 6/1/82-05/31/84

\$60.00 or \$61.00(\*) or \$90.00(\*) or \$92.00 or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) or \$170.00(\*) for 6/1/84-12/31/84

\$61.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) or \$170.00(\*) for 1/1/85-12/31/85

\$66.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) or

\$170.00(\*) for 1/1/86-12/31/86

\$75.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*)  
or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) or  
\$170.00(\*) for 1/1/87-12/31/88

\$80.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*)  
or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) or  
\$170.00(\*) for 1/1/89-12/31/89

\$85.00 or \$90.00(\*) or \$92.00(\*) or \$95.00(\*) or \$97.00(\*)  
or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) or  
\$170.00(\*) for 1/1/90-12/31/90

\$90.00 or \$92.00(\*) or \$95.00(\*) or \$97.00(\*) or  
\$105.00(\*) or \$135.00(\*) or \$160.00(\*) or \$170.00(\*) for  
1/1/91-12/31/91

\$92.00 or \$95.00(\*) or \$97.00(\*) or \$105.00(\*) or  
\$135.00(\*) or \$160.00(\*) or \$170.00(\*) for 1/1/92-12/31/92

\$95.00 or \$97.00(\*) or \$105.00(\*) or \$116.00(\*) or  
\$135.00(\*) or \$160.00(\*) or \$170.00(\*) for 1/1/93-12/31/94

\$97.00 or \$105.00(\*) or \$116.00(\*) or \$135.00(\*) or  
\$160.00(\*) or \$170.00(\*) for 1/1/95-12/31/95

\$105.00 or \$116.00(\*) or \$135.00(\*) or \$160.00(\*) or  
\$170.00(\*) for 1/1/96-12/31/96

\$116.00 or \$135.00(\*) or \$160.00(\*) or \$170.00(\*) for  
1/1/97-12/31/97

\$135.00 or \$160.00(\*) or \$170.00(\*) for 1/1/98-12/31/99

\$160.00(\*) or \$170.00(\*) for 1/1/00-12/31/00

\$170.00 for service on and after 1/1/01

Motor Shop:

\$12.00 or \$16.00 (if earned 2,000 after 6/1/83) or \$20.00,  
(if earned 2,000 hrs. after 6/1/86), or \$22.00, (if earned  
2,000 hrs. after 6/1/87) or \$27.00, (if earned 2,000 hours  
after June 1, 1989), or \$29.00, (if earned 2,000 hrs. after  
June 1, 1990) or \$31.50, (if earned 2,000 hrs. after June 1,  
1992) or \$35.00, (if earned 2,000 hrs. after June 1, 1993)  
for 6/1/62-12/31/94, or \$40.00 (if earned 2,000 hours after

6/1/94 for 6/1/62-12/31/96), or \$50.00 (if earned 2,000 hours after 6/1/96 for 6/1/62-12/31/97 or \$55.00 (if earned 2,000 hours after 6/1/97).

Neon Sign:

\$17.50 or \$18.00 (if earned 2,000 hours after 6/1/81) or \$24.00 (if earned 2,000 hours after 6/1/83) or \$40.00 (if earned 2,000 hours after 6/1/86), or \$44.00 (if earned 2,000 hours after 6/1/87), or \$49.00 (if earned 2,000 hours after 6/1/89), or \$51.00 (if earned 2,000 hours after 6/1/90) or \$55.00 (if earned 2,000 hrs. after 6/1/92) or \$60.50, (if earned 2,000 hours after 6/1/93) for 6/1/66-12/31/94, or \$68.00 (if earned 2,000 hours after 6/1/94 for 6/1/66-12/31/96) or \$85.00 (if earned 2,000 hours after 6/1/96 for 6/1/66-12/31/96) or \$90.00 (if earned 2,000 hours after 6/1/97).

**\*BENEFIT LEVEL FOR INSIDE WIREMEN DEPENDS ON WHETHER APPLICABLE 3,000 HOUR TEST HAS BEEN SATISFIED ACCORDING TO THE FOLLOWING:**

\$37.50 REQUIRES A MINIMUM OF 3,000 HRS. AFTER 1/1/81  
\$45.00 REQUIRES A MINIMUM OF 3,000 HRS. AFTER 1/1/83  
\$55.00 REQUIRES A MINIMUM OF 3,000 HRS. AFTER 1/1/84  
\$61.00 REQUIRES A MINIMUM OF 3,000 HRS. AFTER 1/1/85  
\$90.00 REQUIRES A MINIMUM OF 3,000 HRS. AFTER 1/1/87  
\$92.00 REQUIRES A MINIMUM OF 3,000 HRS. AFTER 1/1/88  
\$95.00 REQUIRES A MINIMUM OF 3,000 HRS. AFTER 1/1/89  
\$97.00 REQUIRES A MINIMUM OF 3,000 HRS. AFTER 1/1/90  
\$105.00 REQUIRES A MINIMUM OF 3,000 HRS. AFTER 1/1/92  
\$116.00 REQUIRES A MINIMUM OF 3,000 HRS. AFTER 1/1/93  
\$135.00 REQUIRES A MINIMUM OF 3,000 HRS. AFTER 1/1/94  
\$160.00 REQUIRES A MINIMUM OF 3,000 HRS. AFTER 1/1/96  
\$170.00 REQUIRES A MINIMUM OF 3,000 HRS. AFTER 1/1/97