

**I.B.E.W. LOCAL 363
PENSION PLAN
SUMMARY PLAN DESCRIPTION**

I.B.E.W. LOCAL 363 PENSION PLAN

SUMMARY PLAN DESCRIPTION

September 1, 2021

PLAN HIGHLIGHTS

MERGER

Before 1995 there were three I.B.E.W. bargaining unit pension plans that existed separately. These were sponsored by I.B.E.W. Locals 215, 363 and 631. The three locals were merged by the International; the emerging local is Local 363. Effective 12/31/94, the three formerly separate pension plans were merged into a single plan, called the I.B.E.W. Local 363 Pension Plan. The three separate plans that existed just before the plan merger are called the "Prior Plans".

The accrued benefits, Pension Service, Vesting Service and vesting status you may have earned under a Prior Plan are preserved for you.

BENEFIT OPTIONS

NORMAL PENSION

1. ACCRUED BENEFITS EARNED AFTER APRIL 30, 2014

- Monthly benefits accrued after May 1, 2014 shall be earned at a rate of \$61.50 for each year of pension credit earned, up to 15 years, and \$81.50 for each year of pension credit earned in excess of 15 years.
- Pension Credit earned after May 1, 2014 will be earned at a rate of one-fourth of a year for each 350 hours worked in a Plan Year. No more than one year of pension credit may be earned in a Plan Year.

2. ACCRUED BENEFITS EARNED AFTER 1994 AND BEFORE MAY 1, 2014

- Eligibility: You must be at least age 65 with five years of continuous participation in the Plan.
- Monthly Pension: The sum of:

A. a monthly pension of \$81.50 multiplied by your Pension Service earned after 2001 but prior to April 30, 2014

plus,

B. your monthly accrued pension at 12/31/01 increased by 5.13%.

3. ACCRUED BENEFITS EARNED BEFORE 1995

Prior Plan provisions apply.

EARLY PENSION

1. ACCRUED BENEFITS EARNED FOR EARLY PENSION AFTER DECEMBER 31, 2014

- Early Pension benefit for benefits earned after December 31, 2014 is computed as the Normal Retirement benefit reduced by 0.5% per month prior to age 65. Benefits are

Commented [GT1]: We should put in the accrued benefits earned from the prior plans if we have it (215, 631) it would be helpful since members of those locals are reaching retirement age

unreduced upon attainment of age 60 with 37 years of pension service, or attainment of age 61 with 36 years of pension service, or attainment of age 62 with 35 years of pension service.

- Eligibility for benefits earned after December 31, 2014, is the attainment of age 60 with at least 25 years of pension service.

2. ACCRUED BENEFITS EARNED AFTER 1994 AND BEFORE JANUARY 1, 2015

- Eligibility: You must be at least age 60 and have at least ten years of Pension Service or be at least age 55 and have at least 15 years of Pension Service.
- Monthly Pension: Normal Pension (earned after 1994) reduced by 1/2% per month prior to age 60.

3. ACCRUED BENEFITS EARNED BEFORE 1995

Prior Plan provisions apply.

DISABILITY PENSION

- Eligibility. You must not have yet attained age 60 and you have accumulated at least 15 years of Pension Service. You must be considered "Totally Disabled" under the terms of Section 5.03 of the Plan.
- The Disability Pension under the Plan effective May 1, 2014 is equal to the Normal Retirement Benefit reduced by 50% after 15 years of pension service, 25% after 20 years of pension service, and unreduced after 30 years of pension service.

FORMS OF PENSION PAYMENT

SURVIVING SPOUSE PENSION

- Eligibility Before Retirement: You must die after you are vested and have been married for at least one year up to your death. This is known as a Qualified Pre-Retirement Survivor Annuity
- Eligibility After Retirement: On an optional basis, i.e., the Married Couple form or also known as the Joint and Survivor Annuity. This option is available in the 100%, 75% or 50% Joint and Survivor option.

LUMP SUM DEATH BENEFIT

- Eligibility: You must be a participant (retired or not).
- Amount: The contributions made to the Plan on behalf of your work less all payments made by the plan to you or your surviving spouse or other beneficiary. However, the lump sum death benefit will not be less than the amount you were covered by at the date of the merger of the plans.

PENSION SERVICE

You earn Pension Service, after 1994, at the rate of one-sixth year of Pension Service for each 200 hours of Pension Service earned in a year (i.e. a calendar year), to a maximum of one year of Pension Service in any one year. Your Pension Service earned before 1995 will also be counted unless it has been lost by a break in service.

VESTING SERVICE

You earn Vesting Service, after 1994, at the rate of one year of Vesting Service for each 1000 hours of Pension Service and/or related service that you earn in a year. There is no partial Vesting Service. Your Vesting Service earned before 1995 will be counted unless it has been lost by a break in service.

VESTING

Once you have ten years of Vesting Service (five years after 1997 with one hour of service earned after 1997) or have satisfied the age and service requirements for an Normal or Early Pension benefit, you are 100% vested in your accrued pension benefit.

I.B.E.W. LOCAL 363 PENSION PLAN
67 Commerce Drive South
Harriman, NY 10926
PHONE #: (845) 783-3500

TO: PARTICIPANTS IN THE I.B.E.W. LOCAL 363 PENSION PLAN

FROM: TRUSTEES OF THE I.B.E.W. LOCAL 363 PENSION PLAN

DATE: SEPTEMBER 1, 2021

This booklet is intended to describe the various provisions of the Pension Plan as it is in effect on September 1, 2021. The booklet has six parts:

- A. Questions and answers regarding the Plan;
- B. Plan provisions regarding suspension of benefits;
- C. Claim denial appeal procedure;
- D. Your rights under the Employee Retirement Income Security Act of 1974;
- E. Plan procedures for determining the qualified status of a Domestic Relations Order; and
- F. Technical details - this section of the booklet is provided you under the terms of the Employee Retirement Income Security Act of 1974 (ERISA) and contains many technical details of the Plan intended to insure that you will be able to enjoy all the rights to which you are entitled under the provisions of the Plan.

You should read this booklet thoroughly to make sure that you are completely familiar with the Plan.

There have been six notable changes to the Plan since the last booklet. One is the addition of two new married couple forms called the Optional Married Couple forms. The second is a no cost pop-up feature of the married couple benefit forms. The third change extends the pre-retirement application period from 90 days to 180 days. The fourth through sixth are the changes to the benefit accrual for normal pension, early pension and disability pension as of May 1, 2014 and January 1, 2015 (early pension).

In general, the provisions of the Prior Plans will continue to apply to the benefits accrued under the Prior Plans prior to the merger. The Local 363 Plan provisions as described in this summary plan description will apply to the benefits accruing after 1994. If you were a participant in one of the Prior Plans before 1994 you should refer to a copy of your Summary Plan Description that was in effect for benefits accrued prior to the merger.

The details in this booklet should not be interpreted as restoring any pension or vesting service you have permanently lost under prior provisions of the Plan and should not be interpreted as increasing any "frozen" benefit you may already have nor increasing your benefit if you are already receiving a pension. The provisions that apply to a Pensioner whose effective date of pension was under Prior Plan provisions, or to a separated vested participant whose break in service took place under Prior Plan provisions, will be those in place at the time of retirement, or the break in service, under the pertinent Plan provisions.

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To give you an idea of the Trustees' role with regard to the Plan, you should know that the Trustees are responsible for collecting and administering the contributions to the Plan which are required by agreement between your employer and I.B.E.W. Local 363 or between your employer and the Trustees. In addition, the Trustees are required to formulate and administer the provisions of the Plan itself.

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

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

It is the intention to continue the successful operation of this Plan in the sound actuarial fashion which has prevailed to date. Your assistance in this endeavor will be increased by your complete understanding of the Plan itself.

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

Sincerely,

Board of Trustees

IMPORTANT NOTICE

In the event there appears to be a conflict between the description of any Plan provision in this booklet and the Amended and Restated Pension Plan of the I.B.E.W. Local 363 (the "Plan"), the language contained in the Plan (available at the Plan Office) is the official and governing language and will supersede the Summary Plan Description.

Nothing in this booklet is meant to interpret, or extend, or change, in any way, the provisions expressed in any of the Plan documents. The Trustees reserve the right to amend, modify, or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.

CAUTION

This booklet and the Plan Office personnel are authorized sources of Plan information for you. The Trustees of the Plan have not empowered anyone else to speak for them with regard to the Pension Plan. No employer, union representative, supervisor or shop steward is in a position to discuss your rights under this Plan with authority. No oral statements by Plan personnel or any other Plan representative may modify in any respect the written terms of the Plan.

COMMUNICATIONS

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

I.B.E.W. LOCAL 363 PENSION PLAN

BOARD OF TRUSTEES

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PART A

QUESTIONS AND ANSWERS

GENERAL INFORMATION

Plan changes have their own effective date. However, no Pension or Vesting Service that was lost under prior Plan provisions is restored as a result of these changes.

1. What are the purposes of the Plan?

The purposes of the Plan are:

- A. to provide an income for you after you retire from work in the industry in the Plan area;
- B. to provide an income for your spouse should you die before your spouse; and
- C. to provide an income for you if you should become disabled.

The Plan area is the State of New York.

The income you and/or your spouse may receive under the Plan will be in addition to any Social Security benefits you are entitled to receive. Of course, you must satisfy certain conditions and eligibility requirements (summarized below) to receive these benefits from the Plan.

2. When did the Plan start?

The oldest of the Prior Plans started March 1, 1956.

3. Who is covered by the Plan?

The major class covered consists of employees who work under the terms of collective bargaining agreements between the employers of the employees and I.B.E.W. Local 363, which agreements call for contributions to this Plan. A minor number of other employees are covered as the result of special agreements between their employers and the Trustees of the Plan.

4. Who is responsible for the operation of the Plan?

The Board of Trustees, composed of persons appointed by Local 363 and by contributing employers through the Hudson Valley Chapter of N.E.C.A., in equal numbers.

GENERAL INFORMATION (CONT'D)

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

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

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

Any such determination or interpretation made by the Trustees, or their designee:

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

FINANCING

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

6. Who pays for the Plan?

The employers who have collective bargaining agreements with Local 363 (or special agreements with the Trustees) that call for contributions to the Plan. In addition, there are certain other pension plans in other geographical areas with which this Plan has reciprocal agreements. Under the terms of these reciprocal agreements, some contributions are required to be made to this Plan by other pension plans. Finally, certain employers have agreements directly with the Plan Trustees calling for contributions to the Plan.

7. How are the Plan assets managed?

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

The Trustees have the ultimate responsibility for the management of Plan money. However, the Trustees are allowed, under law, to hire professional investment managers to provide the expert assistance in this very complex field of managing Plan money.

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

No. Plan provisions prohibit assignment of your pension payment for the payment of any obligation. Thus, your interest in the Plan is not subject to assignment or alienation, whether voluntary or involuntary, subject to the following exceptions below.

However, there is an exception for a qualified domestic relations order. A domestic relations order is a court order specifying that a specific amount of your pension must be paid to your child or former spouse, or other person. You may request a copy of the Plan's qualified domestic relations order policy from the Plan Administrator. Your pension payment may also be subject to a Federal Levy if you owe the Internal Revenue Service back taxes.

Finally, the Trustees may be able to recapture your pension payments if you are judged guilty of causing a loss to the Plan through certain criminal activity or if you are found in violation of the Suspension of Benefit provisions under the Plan as described further in this Summary Plan Description.

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

No. The purpose of the Plan, as stated above, is to provide monthly pensions to retired participants. However, there is an exception for very small benefits whose actuarial lump sum value is less than \$1,000.

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

Under the terms of federal law, the assets of the Plan are to be used for the benefit of the participants, surviving spouses and beneficiaries, in an order of priority that is set forth under federal law. If all of the Plan benefits are provided by the assets of the Plan, and there is still

money left over, the money is to be used to increase the benefits of everyone. Under no circumstances may money which has been properly contributed to the Plan ever be returned to any employer or the Local Union.

PLAN YEAR

Records under the Plan are kept on a "Plan Year" basis.

11. What is a Plan Year?

A Plan Year means the 12 consecutive month period beginning with January 1st and ending with the following December 31st. Whenever "Plan Year" is mentioned, this is the period of time that is meant.

JOINING THE PLAN

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

12. How do I become a participant in the Plan?

After 12/31/94, you will become a participant on the first day of the year next following the year in which you earn at least 1000 hours of Pension Service.

Another way in which you may become a participant in the Plan after 1994 is to earn at least 1000 hours of Vesting Service during a 12 consecutive month period ending after 6/30/94. If you do, you will become a participant on the first day of the year nearest the completion of such 12-month period. If, during the first 12 months of your work, you do not earn at least 1000 hours of Vesting Service, then your qualifying period will be switched to a Plan Year basis. This means that, in order to become a participant in the Plan after that, you must earn at least 1000 hours of Vesting Service during a Plan Year. When you do satisfy this requirement, you will become a participant on the first day of the Plan Year immediately following the Plan Year in which you earned such hours.

When a survivor of a participant starts receiving a survivor's benefit, such survivor, also, will become a participant. When a person is officially designated an "alternate payee" under a qualified domestic relations order, that person will become a participant.

13. Can my participation in the Plan ever stop?

Yes. If you break your service when you are not vested, your participation in the Plan will stop. Break in service and Vesting are explained later. Of course, your participation will also stop in the event of your death.

14. Does self-employment count?

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

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

No. Unless it is required in a written agreement between your employer and Local 363, or between your employer and the Plan Trustees, no Pension Service can be given to you (even if your employer, or you, contributes to the Plan) for any work you do.

EARNING PENSION SERVICE

The Pension Service you accumulate under the Plan is valuable to you because the more Pension Service you earn, the larger your pension benefit will be. Further, your Pension Service can be a determining factor in whether or not you are vested and whether or not you are eligible to receive other benefits under the Plan.

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

16. What is Pension Service?

Pension Service refers to service you receive for time for which your employer is required, by the terms of a collective bargaining (or other) agreement, to contribute to the Plan or to a Prior Plan. In addition, each Prior Plan granted Pension Service for certain times for which contributions were not required.

17. Why is Pension Service important?

Pension Service is important in determining your eligibility for, and the size of, your benefits and earning enough of it is one way of becoming vested under the Plan.

18. How do I earn Pension Service?

You retain the amount (if any) of Pension Service you earned in a Prior Plan before 1995.

After 1994 you earn Pension Service at the rate of one-sixth of a year of Pension Service for each 200 hours of Pension Service you earn in a Plan Year, to a maximum of one year of Pension Service in any one year.

Pension Service can be earned after 1994 only while you are a participant in the Plan or in the year just before the year in which you first become a participant in the Plan.

Any Pension Service you earned under a Prior Plan before 1995 will be counted for you toward eligibility and vesting under the current Plan also.

19. Can I earn any Service for time that I served in the armed forces?

Yes. You will earn Pension Service and Vesting Service for service in the armed forces of the U.S.A., to the extent required by law.

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

Yes. If you incur a break in service (see question 29.) at a time when you are not vested (see question 25.), you will forfeit the Pension Service and Vesting Service that you have accumulated prior to the end of the break in service.

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

EARNING VESTING SERVICE

It is important that you know what Vesting Service is. It is important for a number of benefits under the Plan. Earning enough of it is one way to become entitled to ownership of your pension.

21. What is Vesting Service?

After 1994 Vesting Service means your work in employment for which your employer is required to contribute to the Plan, **and** also means "Related Service". Hours of Pension Service and hours of Related Service are called hours of Vesting Service.

You will be credited with one year of Vesting Service for each Plan Year in which you earn at least 1000 hours of Vesting Service.

In any one Plan Year you can **either** earn **one year** of Vesting Service **or no** Vesting Service.

Any Vesting Service you earned under a Prior Plan before 1995 will be counted for you also for all purposes under the Plan.

22. What is Related Service for the purposes of the Plan?

You earn an hour of "Related Service" when you work for a **contributing** employer, after 1994, but in a classification for which the employer is **not** required by a collective bargaining agreement to contribute to the Plan. Further, if you are in that position and you do not work, but you are paid by the contributing employer, that time will also count as Related Service. There is a limit of 501 hours of Related Service that you can earn during any one non-work period.

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

However, if such Related Service employment (during which you either work or do not work) is **interrupted** by your quitting, being fired by that contributing employer, or retirement, then any time worked after that will not be classed as Related Service (nor any such time before the interruption if the Related Service immediately precedes Pension Service employment).

If you earn Related Service, it will be important (just as Pension Service is) for the purpose of initially participating in the Plan and accumulating years of Vesting Service and, therefore,

becoming entitled to vesting and pension benefits under the Plan. You will not, however, receive credit toward your Vesting Service for periods of Related Service unless your employer is obligated to contribute to the Plan for such periods (for others).

23. Why is Vesting Service important?

Accumulating enough years of Vesting Service is one way to become "vested" under the Plan. See question 25.

The amount of your Vesting Service is also important to you in the event you break your service after 1994, but before you are vested. If you do break your service after 1994 but before you are vested and you return to work under the Plan soon enough after the break, your Pension Service and Vesting Service lost because of the break will be reinstated. The number of years of Vesting Service that you have under the Plan at the time of the break will be important in determining whether or not you qualify for this reinstatement (see question 33).

BECOMING VESTED

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

24. What is vesting?

Vesting refers to non-forfeitable ownership of your right to a pension benefit under the Plan. Once you become vested, it does not matter what happens after that time, you will be entitled to receive your pension benefit at your Normal Pension Date (or your Early Pension Date, if eligible). Of course, this right stops if you die before your pension starts.

Also, if you die after becoming vested, but before starting your Early or Normal Pension, your surviving spouse may be eligible for a reduced pension under the Plan (see question 85.).

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

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

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

After 1994, you will be vested if you satisfy any one of the following two alternate requirements:

- A. you satisfy the age and service requirements for an Early or Normal Pension; or
- B. you have at least ten (five after 1997, with one hour of service worked) years of Vesting Service.

Plan participants who are not covered by a bargaining agreement may satisfy the vesting requirement with five years of Vesting Service.

If you became vested before 1994, in accordance with Prior Plan provisions, you will, of course, remain vested.

The vesting requirement is not retroactive. If you have broken your service and lost Pension and/or Vesting Service (because you were not vested) at some time in the past, the revised Plan nor this SPD does not reinstate such lost service. But see question 33.

26. Is there any special treatment under the Local 631 Prior Plan for the year that started 7/1/94?

Yes. Because of the merger of the Prior Plans, if you have an accrued benefit earned under the Local 631 Prior Plan as of 12/31/94 then your hours of Vesting Service earned from 7/1/94 to 12/31/94 under the Local 631 Prior Plan will be added to your hours of Vesting Service earned from 1/1/95 to 6/30/95 under the new, merged Plan. If the total is at least 1000 hours, you will be credited with a year of Vesting Service for such period. Further, if you earn at least 1000 hours of Vesting Service during 1995 (you may count hours earned during the first half of 1995 even though you have already counted such hours for the purposes of the prior sentence), you will be credited with another year of Vesting Service. However, for the period 7/1/94 to 12/31/95, you will be credited with no more than two years of Vesting Service.

BREAK IN SERVICE

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

27. What is a Break Year?

A Break Year means a year after 1992 and before 1995 while you are a participant during which you are credited with less than 500 hours of Vesting Service. A Break Year means a year after 1994, while you are a participant, during which you are credited with less than 200 hours of Pension Service and less than 500 hours of Vesting Service.

28. Are there any exceptions to this provision?

Yes. A Break Year will not be charged to you for any year in which, for more than one-half the year, you are totally disabled.

Further, if you do not earn enough service in a year to avoid a Break Year and the reason you are absent from covered employment is because of your pregnancy, your spouse's delivery of a child, your adoption of a child, or your caring for your child immediately following birth or adoption, you will not be charged with a Break Year for that year. If you are already protected against a Break Year for the year in which the absence starts, the exception will be applied to the following year, but, once again, only for the limited purpose of not being charged with a Break Year for that year.

Finally, you will be protected against a break in service in accordance with all applicable federal veterans' legislation.

29. What is a break in service?

If you experience three consecutive Break Years after 1992 while you are a participant, you will incur a break in service.

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

If you are not vested, your participation in the Plan will stop, you will forfeit your Pension Service and Vesting Service that was earned prior to the break and you will also lose your most recent date of participation. But see question 33.

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

If you are vested at the time of the break in service, you are entitled to receive, at pension age, the accrued benefit you have earned before the break. However, the amount of benefit to which you will be entitled will be "frozen" at the level of benefits in effect as of the end of the year immediately preceding the break in service.

BREAK IN SERVICE (CONT'D)

32. Can my accrued benefit be "frozen" in any other way?

Yes. Even if you do not receive a break in service, your benefits will be considered to have become frozen benefits (whether vested or not) if you experience three consecutive years in each of which you fail to earn at least 200 hours of Pension Service.

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

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

If you break your service after 1994 when you are not vested, and return to employment under the Plan sometime after that, and earn at least 200 hours of Pension Service or 500 hours of Vesting Service in a year after 1994, your accrued benefit, Pension Service, Vesting Service and most recent date of participation that was forfeited will be reinstated if the number of consecutive Break Years that you incur is less than five or is less than the number of years of Vesting Service that you had at the time of the break.

However, because you did receive a break in service, your accrued benefit will be classed as interrupted and will be "frozen" as described in question 31.

34. Is it possible to "unfreeze" a benefit?

No.

NORMAL PENSION

The purpose of the Plan is to provide for an income after your working career is completed. Normally, this is at age 65 if you have satisfied the service requirement.

35. When may I start receiving my Normal Pension?

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

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

When you have been in the Plan for at least five consecutive years up to your Pension Date.

37. How much is the Normal Pension?

The Normal Pension is a monthly benefit equal to the sum of:

- A. \$81.50 times your years of Pension Service earned after 2001; and
- B. your monthly accrued pension at 12/31/01 increased by 5.13%.

If you have frozen service, then you should read questions 31. and 32. and consult with the Plan Manager.

Your Prior Plan monthly accrued pension is calculated based on the Normal Pension benefit formula that applied to you on 12/31/94 as if you had terminated participation in your Prior Plan on such date.

If your pension is to be paid in the Married Couple form (see question 78.), an adjustment will be made in the size of your benefit.

38. How is my Local 215 Prior Plan accrued pension calculated?

The base amount of the monthly pension is \$36.25 multiplied by your years of Pension Service as of 12/31/94 not in excess of 20 plus \$12 multiplied by your years of Pension Service in excess of 20 as of 12/31/94 (but not less than \$725 if you have at least ten years of Pension Service at 12/31/94), all proportionately reduced by the ratio of your Pension Service as of 12/31/94 and the total Pension Service you could have had if you worked until the date upon which you could have retired with an unreduced pension (no assumed additional service counts toward preventing a reduction in pension).

39. How is my Local 363 Prior Plan accrued pension calculated?

The amount of the monthly pension is \$60 for each year of Pension Service earned before 1995.

NORMAL PENSION (CONT'D)

40. How is my Local 631 Prior Plan accrued pension calculated?

The amount of the monthly pension is \$34 for each year of Pension Service earned before 1995. There is a limit of 50 years to be counted in total and no more than ten years of "additional Pension Service" is to be counted.

EARLY PENSION

Under certain conditions you may start your pension before age 65. Because your life expectancy is longer the younger you are, and because of certain other financial aspects, there is normally a reduction in the amount of your otherwise Normal Pension if you choose to retire early.

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

If you have the proper service requirement for an Early Pension, you may start your pension at any time after age 55.

42. What is the service requirement for that part of my Early Pension earned after 1994?

To be eligible to receive an Early Pension for pension amounts earned after 1994, you must have at least 15 years of Pension Service (ten if you are at least age 60).

43. How is that part of my Early Pension earned after 1994 calculated?

You start by calculating the amount of your monthly pension benefit based upon your Pension Service earned after 1994 as if you had reached your Normal Pension Date. Then you reduce that amount by 1/2 of 1% for each calendar month that your Early Pension Date precedes the first day of the month following your 60th birthday.

44. What Early Pension provisions apply to the pension accrued under the Local 215 Prior Plan?

To be eligible to receive your pension accrued under the Local 215 Prior Plan on an early basis, you must be at least age 55 and have at least 30 years of Pension Service or be at least age 60 and have at least 15 years of Pension Service. The reduction in your Local 215 accrued pension, if it starts early, will depend upon your Pension Service at your Early Pension Date. If you have at least 30 years of Pension Service and are at least age 60 at your Early Pension Date, there is no reduction. If you have at least 30 years of Pension Service and are younger than age 60 at your Early Pension Date, the reduction is 22 1/2% for the first year younger than age 60 and 7 1/2% for each additional year younger. If you have less than 30 years of Pension Service at your Early Pension Date, the reduction is 24% for the first year you are younger than age 62 and 6% for the next year younger.

45. What Early Pension provisions apply to the pension accrued under the Local 363 Prior Plan?

The same provisions apply to Local 363 Prior Plan accruals as to future accruals.

EARLY PENSION (CONT'D)

46. What Early Pension provisions apply to the pension accrued under the Local 631 Prior Plan?

To be eligible to receive your pension accrued under the Local 631 Prior Plan, you must be at least age 55 and have at least 15 years of Pension Service (counting no more than one year of Pension Service in any one year) in the Plan. The reduction in your Local 631 accrued pension, if it starts early, is 1/4% per month that your Early Pension Date precedes the first day of the month after your 65th birthday.

DISABILITY PENSION

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

47. How disabled must I be in order to receive a Disability Pension earned after 1994?

To receive such a pension for a month you must be so disabled that you are eligible for a Social Security disability benefit for that month and do not work at any occupation in that month. However, you should not wait to hear from Social Security to file your application with the Plan Manager. As soon as you believe you might be entitled to a Disability Pension under the Plan, you should apply.

48. What are the other requirements for entitlement to that part of my Disability Pension earned after 1994?

You must make application for the pension, you must not have reached your 60th birthday at the time of the commencement of your Disability Pension, you must not have received an Early Pension under the Plan, you must have been recently active in covered employment and you must satisfy the service requirement.

49. What does "recently active in covered employment" mean as it relates to that part of my Disability Pension earned after 1994?

Being "recently active in covered employment" means you satisfy both of the following:

- A. you must have been working in covered employment or available for covered employment at the time your disability occurs; and
- B. when the accident (or incident) that caused your disability occurred (or started), you were not in a period of substantial gainful work outside employment covered by the Plan.

50. What is the service requirement that applies to that part of my Disability Pension earned after 1994?

You must have at least 15 years of Pension Service.

51. What is the size of that part of my Disability Pension earned after 1994?

The amount of the monthly Disability Pension is calculated in the same way as the Normal Pension accrued after 1994.

DISABILITY PENSION (CONT'D)

52. What Disability Pension provisions apply to the pension accrued under the Local 215 Prior Plan?

The test for total disability for a month is: entitled to a Social Security disability pension for the month and no employment, in excess of 40 hours, in a job classification over which Local 363 has trade jurisdiction. At least ten years of Pension Service is needed, and at least 220 hours of covered employment in the year of your Disability Pension Date or in one of the two immediately preceding years, to satisfy the service requirement. You must also be vested.

53. What Disability Pension provisions apply to the pension accrued under the Local 363 Prior Plan?

Same as for pension accrued after 1994.

54. What Disability Pension provisions apply to the pension accrued under the Local 631 Prior Plan?

There are two different programs of disability pension relating to your pension accrued under Local 631 Prior Plan.

Under Program A, you must be at least age 45 and have at least 15 years of Pension Service (counting no more than one year of Pension Service in any one year) at your Disability Pension Date. Further, you must have worked at least 500 hours of covered employment in the year in which your disability starts or in one of the two years preceding. Certain other restrictions apply. The monthly pension is your monthly pension accrued under the Local 631 Prior Plan.

Under Program B, you must have at least ten years of Pension Service (counting no more than one year of Pension Service in any one year) and be vested to be eligible. The 500 hour requirement, as in Program A, also applies. Certain other restrictions apply. The monthly pension is your monthly pension accrued under the Local 631 Prior Plan reduced by 1/4% for each month that your Disability Pension Date precedes your 65th birthday (but not reduced by more than 50%).

APPLYING FOR PENSION BENEFITS

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

55. When should I submit an application for my pension?

Your application should be filed at least three months in advance of the date you wish to have your pension become effective. This will enable the Trustees to process your application and be ready to pay benefits promptly on the first day of the month that you wish. You may file an application while you are still working. Pension benefits cannot commence effective with a day prior to the first day of the month that is at least 30 days after the Plan Manager has provided you with information regarding the Married Couple form of your pension.

56. Do I have to take a medical examination?

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

57. Will proof of age be required?

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

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

58. If I forget to apply when I am eligible, can my pension payments be retroactive?

No.

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

No. You may postpone the start of your pension, but you cannot postpone the effective date of your pension beyond the April 1st right after the calendar year in which you reach age 70 ½ or, if you are not age 70 ½ by December 31, 2019, the April 1st right after the calendar year in which you reach age 72. At that time you must receive your pension even if you are still working in covered employment.

APPLYING FOR PENSION BENEFITS (CONT'D)

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

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

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

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

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

62. May I transfer a distribution from this Plan directly into another qualified retirement plan or to an individual retirement account?

All or part of certain distributions may be transferred ("rolled over") directly from this Plan to another qualified retirement plan or to an individual retirement account. These are referred to as eligible distributions. However, the following ARE NOT eligible distributions:

A. any distribution which is one of a series of payments to be made for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your spouse or other beneficiary. **FOR EXAMPLE, YOUR REGULAR MONTHLY PENSION BENEFIT CANNOT BE TURNED INTO A LUMP SUM AND ROLLED OVER;**

B. Any distribution which is one of a series of payments being made over a period of at least ten years;

C. Any distribution which is a minimum distribution required to be made by law after you attain age 70 ½ or age 72 depending on your date of birth.

D. The portion of any distribution which is not includable in your gross income; or

E. Payments made to someone other than an employee, an employee's surviving spouse, an Alternate Payee who is a spouse or former spouse as the result of a Qualified Domestic Relations Order.

APPLYING FOR PENSION BENEFITS (CONT'D)

If you make a direct transfer of an eligible distribution, you will not generally be liable at that time for income taxes on the amount transferred and the Plan will not be required to withhold taxes from the distribution. Even if you do not make a direct transfer of an eligible distribution, you can generally defer paying income taxes on the eligible distribution if you pay that amount to another qualified retirement plan or to an individual retirement account within 60 days after you receive it. Such a payment is referred to as a "rollover distribution."

When you are entitled to receive such a distribution from the Plan, the Plan Manager will provide you with information about the distribution, any tax withholding requirements and a form for you to elect to have an eligible distribution transferred directly to another qualified retirement plan or to an individual retirement account. You should consult your tax advisor to get more specific information about the tax consequences of any distribution.

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

If the Trustees determine that you, as a Pensioner or Beneficiary, are unable to care for your affairs because of mental or physical incapacity, then the Trustees may, in their discretion, pay your benefits to any entity or individual who the Trustees believe will provide for your maintenance and support. If proper claim is made by you or your beneficiary's legal representative prior to any such payment, then the Trustees may pay your benefits to such representative instead.

RECEIVING YOUR PENSION

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

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

If you have satisfied all of the requirements of this Plan, your pension will start effective with the date you choose, but such date cannot be before the first day of the calendar month that is after the Plan Manager receives the application nor, for normal and early pensions, the earliest first day of the calendar month that is at least 30 days after the Plan Manager provides you with information regarding the Married Couple option.

65. How often will I receive my pension payments?

Pension payments are made monthly at the beginning of the month for the month then starting.

66. For how long will I receive my pension payments?

Early and Normal Pension payments are payable as long as you live; the last payment that is payable to you is the one for the month in which you die. Disability Pension payments are payable as long as you live, but not beyond age 65, except that, if you stop being disabled (in accordance with the terms of what disability means under the Plan), the last Disability Pension payment will

be the payment due for the month in which you recover. A Disability pensioner, at age 65, will have the opportunity to choose a Normal Pension.

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

Once you become eligible for an Early or Normal Pension, the payments are non-forfeitable. The only instance in which a suspension of such payments may take place is the situation in which, for at least 40 hours during a particular month, you are employed or self-employed in prohibited employment.

If you do work in, or supervise such, prohibited employment (or are self-employed), you are not entitled to a pension payment for that month.

Please refer to the portion of the Plan (Part B of this booklet) describing the suspension provisions and prohibited employment.

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

You will receive credit for the additional Pension Service you have earned and your pension benefit will be adjusted annually to reflect any additional benefit (offset by the value of any pension payments received during the year).

RECEIVING YOUR PENSION (CONT'D)

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

There are such benefits available; read question 78. When you apply for a pension benefit, if you are eligible, you may provide that your spouse will participate with you. You will be given the details as they apply to your own situation, and you will be required to take at least a 30-day period to make up your minds about it.

HIGH/LOW OPTION

Because you may have different sources of post-retirement income that may start at different times, this optional way to receive an early pension was added to the Plan.

70. What is the purpose of this option?

The Trustees have noted that, while the possible age of retirement has been reduced under the Plan, the earliest age to commence a Social Security pension has not been reduced. Typically, under the current Plan provisions, a Plan participant who retires some years before his or her Social Security benefit starts will receive a monthly pension from the Plan, only, for a number of years and then receive an increase in combined benefits when Social Security starts. As an example, let's assume a participant retires early at age 55 and starts receiving a monthly pension, from the Plan, of \$600 for the life of the participant. Assume, further, that, at age 62, the participant elects an early Social Security pension and it is \$500 per month. This means that, for seven years (from age 55 to 62) the participant receives \$600 per month in pension and for the rest of his or her life the monthly pension is \$1100.

In some situations it might make more sense to a pensioner to have a more level income during a retirement.

The Trustees have adopted a method, called the High/Low option, which an early pension applicant may choose near retirement age.

71. Am I eligible to choose the option?

If you are an early pension applicant, you may choose the new option.

72. Is there an upper age limit?

Yes. If your effective date of pension is on or after age 64 1/2, you cannot choose this option.

73. Is there a time limit for choosing the High/Low option?

No, except you must choose the option before the effective date of your pension.

74. May I choose the High/Low option and the Married Couple option?

No. Further, your spouse's notarized consent is required during the 180 days just before the effective date of your pension for you to choose this option.

The protection of your spouse's right to the Married Couple form of pension overrides your wishes in the matter of choosing this option. This means that, even if you apply for this option, if your spouse does not waive rights to the Married Couple form of your pension when you make application for your pension, the option cannot be exercised.

HIGH/LOW OPTION (CONT'D)

75. How does the option work if I am single or my spouse waives the Married Couple Benefit?

Beginning at your effective date of pension you will start receiving a monthly Plan pension that is larger than that which you would receive if you had not chosen this option. Effective with the date (in the future) that you choose when you retire, your monthly pension will decrease by the amount you chose at retirement and will remain at this reduced level for the rest of your life.

76. How can I find out what my pension will be if it's paid in the form of the High/Low option?

If you tell the Plan Manager at what age you expect to retire and at what age you want the Plan pension to decrease, and by how much you want the Plan pension to decrease, the Plan Manager will be able to provide you with the amount of your High/Low pension benefit.

Note that you must choose the age at which the "high" drops to "low" and the amount of the decrease. You may want to coordinate your Plan pension with your Social Security pension and, accordingly, will want to ask the Social Security Administration for an estimate of your Social Security benefit at that time in the future. Other Plan participants may have other reasons for choosing the High/Low option.

77. How is the calculation made?

The actual amount of the High/Low option will be different for each person and will depend upon the applicant's age, the applicant's accrued pension, the age at which the reduction from "high" to "low" is to take place, and the amount of the reduction. To give you an idea of the results in one situation, let's assume you are retiring early at age 55 (you can retire at any age up to 64 1/2 and still elect this option) and the monthly Plan pension to be paid at that time without the High/Low option is \$600. If you want to choose the option and specify that the Plan pension will decrease at your age 62 by \$500 per month, then you would receive \$840 per month from age 55 to 62 at which time the monthly Plan pension would decrease to \$340 per month and be payable at the lower rate for the rest of your life.

SURVIVING SPOUSE'S PENSIONS

There are four benefit forms available under the Plan that apply to the surviving spouse of a participant. One may be waived by the retiring participant's spouse - the Married Couple benefit form. While another, the Pre-Retirement Surviving Spouse Pension, is automatic in the Plan.

POST-RETIREMENT SURVIVING SPOUSE'S PENSION

78. What are the married couple forms?

Married Couple

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

Optional Married Couple

Effective January 1, 2008, you may elect, with your spouse's consent, to be paid in one of the Optional Married Couple forms that provides a benefit to your surviving spouse. This means if you apply for a Normal or Early pension benefit and survive to the date you wish to have your pension begin, you and your spouse will have the opportunity to elect to receive a reduced monthly pension paid to you as long as you live with the provisions that, if your eligible spouse outlives you, your spouse will start receiving 75% or 100% of the reduced monthly pension that you had been receiving.

This election must be made also by a participant receiving a Disability Pension when the participant reaches the time that the participant satisfies the age and service requirement for a Normal Pension benefit; otherwise, the participant's pension will stop until such choice is made.

In order for your surviving spouse to be eligible to receive such a benefit at your death, your spouse must have been lawfully married to you for at least one year up to the start of your pension (your spouse need not be married to you at your death).

However, if you are married on the effective date of your pension, but have not been married for at least one year at the effective date of your pension, you may also elect the Married Couple form; however the Married Couple form will not become effective until your first wedding anniversary, and, in this situation, you and your spouse must be married to each other for one year up to your death for your spouse to be eligible to receive the benefit.

79. How much is the monthly pension I will receive if I want the pension to be paid in one of the married couple forms?

That will depend upon your age and that of your spouse and which married couple form is elected (the Married Couple form or one of the Optional Married Couple forms).

Let's assume that you are retiring at age 60 with an accrued monthly pension benefit of \$1000 and your spouse is age 58. If you and your spouse decided to not receive your benefit in the Married Couple form, you would receive a monthly pension of \$1000 that would be paid as long

as you live and would stop with the date of your death. If you choose to receive a reduced monthly pension with the provision that an elected percentage of such reduced monthly pension

SURVIVING SPOUSE'S PENSIONS (CONT'D)

would continue to your surviving spouse as long as your surviving spouse lives, the monthly pension you would receive would be:

Example 1: Retirement Benefit

	Single Life	50% Joint and Survivor	75% Joint and Survivor	100% Joint and Survivor
Amount payable to you	\$1,000	\$866.84	\$812.73	\$764.98
In the event of your death, amount payable to your spouse	N/A	\$433.42	\$609.55	\$764.98

If your spouse were 55 years old (instead of 58), the corresponding figure for the married couple forms would be:

Example 2: Retirement Benefit

	Single Life	50% Joint and Survivor	75% Joint and Survivor	100% Joint and Survivor
Amount payable to you	\$1,000	\$848.23	\$788.40	\$736.46
In the event of your death, amount payable to your spouse	N/A	\$424.12	\$591.30	\$736.46

The above examples apply to future accruals under the Plan and Local 363 Prior Plan accruals. Other factors will apply to other Prior Plan accruals.

The reductions in the examples apply to only the age combinations shown. In all cases you should check with the Plan Manager for the exact reductions for your situation.

80. How do we choose not to receive my benefit in the Married Couple form?

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

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

81. How can my spouse and I learn more about the married couple forms of pension?

When you are considering retirement, contact the Plan Manager and, at least 30 days prior to the effective date of your pension but no more than 180 days before the effective date of your pension, the Plan Manager will provide you and your spouse with a written explanation of:

SURVIVING SPOUSE'S PENSIONS (CONT'D)

- A. the terms and conditions of the Married Couple form and the Optional Married Couple forms;
- B. your right to waive the Married Couple form, and the effect of such waiver;
- C. your spouse's rights with respect to your choice of pension; and
- D. your right to revoke a previous election to waive the Married Couple form, and the effect of such revocation.

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

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

83. For how long will my spouse's pension be paid?

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

84. If we choose the Married Couple form, retire and start receiving my reduced pension and something happens to my spouse, will the amount of my pension be raised back to its original level?

No, if your pension commenced prior to January 1, 2008. Even if your spouse dies before you do, or you become divorced, the amount of the monthly pension payable to you will remain level. However, there is a special option, called the "pop-up" option, which you and your spouse could have *elected* when you apply for retirement that provided for a restoration of your pension to the level of your accrued pension. The cost for this option was a reduction of 1% in your monthly pension benefit. Effective with retirements commencing on or after January 1, 2008, if you elect from any of the married couple forms and your spouse dies before you, the amount of your monthly pension will be increased, for future payments, to what it would have been if the married couple form had not been elected.

PRE-RETIREMENT SURVIVING SPOUSE'S PENSION

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

In the event you die after you are vested but before you have actually started receiving an Early or Normal Pension, if your surviving spouse is eligible, your surviving spouse will start receiving a pension benefit on what would have been your earliest Early or Normal Pension Date (immediately if you have already satisfied the age and service requirements for an Early or Normal

Pension). It will be payable to your surviving spouse monthly for as long as your surviving spouse lives.

This is called the Pre-Retirement Surviving Spouse Pension.

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

SURVIVING SPOUSE'S PENSIONS (CONT'D)

This benefit will not be effective with a date that is before your spouse applies properly for it unless the application is within six months of your death.

86. How much is that monthly pension?

The monthly pension that is payable to your surviving spouse is calculated as if you had retired on your earliest possible Early or Normal Pension Date after the date of your death, and elected that your surviving spouse participate in the benefit with you in the Married Couple form. Your surviving spouse would start receiving 50% of what would have been your reduced monthly pension at what would have been your earliest possible Early or Normal Pension Date (but not before the month following your death).

Example 3. Assume that you had accrued a vested monthly pension benefit of \$1000, were age 58 and working at the date of your death, and your spouse was age 55 at the time of your death.

Based on these facts, we assume you retired two years early on your date of death, which means that there would be a 12% reduction in what would otherwise have been the Normal Pension; this means that the pension that would have been paid to you at your Early Pension Date is \$880 per month.

It is further assumed that you would have elected the Married Couple form; this would have reduced your monthly pension to \$764.68. This is the amount that would have been paid to you monthly had you retired instead of died, with the pension benefit paid in the Married Couple form. Following your death, your spouse, if still alive, would start receiving \$382.34 for life.

Example 4. Assume that you had accrued a vested monthly pension benefit of \$500 at the date of your death, and that you were age 52 and your spouse was age 50 at the time of your death. Your spouse's pension would be calculated, as in Example 3, by adjusting the \$500 monthly benefit that you had accrued for Early Pension (at age 55 if you would have been eligible) and for electing the Married Couple option. In this example your surviving spouse would be eligible to receive a monthly pension of \$154.99 but it would not start until the first day of the month coinciding with, or otherwise next following what would have been your 55th birthday (your earliest Early Pension Date).

Different formulas will apply to Prior Plan accruals.

87. May my spouse elect to receive the Pre-Retirement Surviving Spouse's Pension as a lump sum?

If you die after you are vested, but before you have satisfied the age and service requirements for a pension (other than a Disability Pension), then your eligible surviving spouse will be given the option of receiving the Pre-Retirement Spouse's Pension as a lump sum settlement. If the lump sum settlement for the Pre-Retirement Surviving Spouse's Pension is no more than \$5,000., then your eligible spouse must receive the benefit as a lump sum.

To receive this optional settlement, application for it must be made within six months following your death.

LUMP SUM DEATH BENEFIT

There is a lump sum death benefit included in the Plan. This exists both before and after retirement.

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

If, at your death, you are a participant in the Plan (retired or active), your beneficiary is entitled to a lump sum death benefit.

89. How much is the lump sum death benefit?

The death benefit is, generally, the sum of the contributions that have been made to the Plan on behalf of your work, and which have not been lost as the result of a break in service (that was not later reinstated), less any pension payments made to you and/or your spouse or alternate payees.

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

The lump sum death benefit that might be due before your retirement will not be paid until all payments to your eligible surviving spouse and all alternate payees have been made first. If, at the time of the later of the death of your surviving spouse and alternate payees, your spouse and/or alternate payees have not received, in pension payments, an amount at least equal to the lump sum death benefit that was in effect on you at your death, the difference between the death benefit and the sum of the pension payments made will be paid in a lump sum to your beneficiary.

If your surviving spouse and alternate payees elect the lump sum option (see question 87), the excess (if any) of the value of the lump sum death benefit over the lump sum settlement for the Pre-Retirement Surviving Spouse's Pension would then be paid to your beneficiary.

91. How does the married couple option affect the lump sum death benefit?

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

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

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

LUMP SUM DEATH BENEFIT (CONT'D)

If, when you retire, your eligible spouse consents to waive the Married Couple form of pension, your spouse has the right to either name the beneficiary for the lump sum death benefit, or to waive the right to name the beneficiary. If your spouse does not waive the right to name the beneficiary, then any change in beneficiary designation must be approved by your spouse as well.

If a death benefit is due as the result of your death and you have not chosen a beneficiary, or the beneficiary you have chosen has passed away, the death benefit will be paid to your estate.

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

No. As with all the other benefits under this Plan, the death benefit must also be applied for.

94. How do the Prior Plan death benefits integrate with the lump sum death benefit?

As with the spouse's pensions, the amount of the lump sum death benefit will be reduced by any of the Prior Plan death benefits that apply. However, if a participant was covered by a lump sum death benefit under a Prior Plan on 12/31/1994, the lump sum death benefit will be reduced by such amount but will be no less than such amount.

PRIOR PLANS' DEATH BENEFITS

There are certain death benefits that were in place under the Local 215 and Local 631 Prior Plans. These will remain in effect as they apply to pensions and service accrued under the Prior Plans. The merged plan's lump sum death benefit will be offset by any payment of the Prior Plan's death benefits.

95. What death benefits will continue from the Prior Plan if I was covered for a death benefit under the Local 215 Prior Plan on 12/31/1994?

If you were vested at 12/31/1994, and die before you start Early or Normal Pension when you are married to the same person for at least one year, that part of the Pre-Retirement Surviving Spouse Pension accrued before 1995 will be paid for a minimum of 120 months at the reduced rate. After the 120 months, your living surviving spouse will receive a 50% reduction in pension for life.

If you were vested at 12/31/1994 and at least age 60 at your death and die before you start an Early or Normal Pension at a time when you have not been married to the same spouse for at least one year at your date of death, a monthly payment of your Early or Normal Pension amount accrued before 1995 will be paid for 120 months to your beneficiary.

If you are not covered for one of the above at 12/31/1994, you may qualify for a lump sum death benefit as the result of your participation in the Local 215 Prior Plan. To be covered for this lump sum death benefit you must have had at least five years of Pension Service earned after the Local 215 Prior Plan started; in addition you must earn at least 220 hours of Pension Service in the year of your death or in one of the two years just before. The amount of this lump sum death benefit is \$500 multiplied by the number of whole years of Pension Service (earned after the Local 215 Prior Plan started), to a maximum of 15 years, you had to your credit at 12/31/94.

After you retire that portion of your pension that was accrued before 1995 will be guaranteed for a minimum of 120 months.

If you are an Early or Normal Pensioner whose pension started after 1990 and any part of your pension was accrued before 1995 under the Local 215 Prior Plan, you will be covered for a \$6000 lump sum death benefit provided you earned (or will earn) at least 200 hours of Pension Service in each of the three years immediately preceding your Pension Date.

96. What death benefits will continue from the Prior Plan if I was covered for a death benefit under the Local 631 Prior Plan on 12/31/1994?

If you were vested at 12/31/1994 and die before you start an Early or Normal Pension at a time when you have not been married to the same person for at least one year at your date of death, a monthly payment of your pension accrued prior to 1995 will be made to your beneficiary for 36 months provided either you had at least 15 years of Pension Service (counting no more than one year of Pension Service in any one year) at 12/31/1994 under the Local 631 Prior Plan and are at least age 55 at your death, or you earned at least 500 hours of Pension Service in the year of your death or in one of the two years just before.

PRIOR PLANS' DEATH BENEFITS (CONT'D)

If you are not covered for the above at 12/31/1994, you may qualify for a lump sum death benefit as the result of your participation in the Local 631 Prior Plan. To be covered for this lump sum death benefit, you must not be vested and you must have had at least five years of Pension Service (counting no more than one year of Pension Service in any one year) earned after the Local 631 Prior Plan started; in addition you must earn at least 500 hours of Pension Service in the year of your death or in one of the two years just before. The amount of the lump sum death benefit is \$1000. plus \$400. multiplied by the number of whole years of Pension Service (counting no more than one year of Pension Service in any one year) after the Local 631 Prior Plan started, in excess of five years, to a maximum of four years, you had to your credit at 12/31/1994.

After you retire, if your pension is not being paid in the Married Couple form, that portion of your pension that was accrued before 1995 will be guaranteed for a maximum of 36 months.

If, as of 12/31/1994, you were a pensioner receiving any Early or Normal Pension accrued under the Local 631 Prior Plan, you will be covered for a \$5000 lump sum death benefit provided you earned (or will earn) at least 500 hours of Pension Service in each of the five years immediately preceding your Pension Date.

RECIPROCITY

Reciprocity arrangements can protect your Plan participation when you work in certain other areas.

97. What is reciprocity?

This Plan has entered “money follows the employee” reciprocal agreements with certain other pension plans in an effort to treat your time working in certain other areas as time to be credited under this Plan.

98. How does reciprocity work?

In accordance with the terms of these agreements, when a permanent member of the Local 363 Plan works in the area of the other pension plan, payments are sent by the other pension plan to this Plan. The employee receives no credit of any kind under the other pension plan but receives credit under this Plan as if the employee had worked around this Plan.

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

CLAIM DENIAL APPEAL PROCEDURE

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

99. How can I appeal a decision by the Trustees to deny my application for a benefit under this Plan?

If your claim is denied completely, or in part, you should write to the Trustees at the Plan Office, asking that the claim denial be reviewed. The Trustees will set a meeting for the review. You may attend the meeting yourself, or you may present your appeal in writing, or both. You will have an opportunity to review the documents which relate to the claim itself.

After the hearing, the Trustees will review their decision and communicate the results of the review directly to you.

100. Is there a time limit for appeal?

Yes. In order for you to be able to use the appeal procedure, you must make your written request to the Trustees for the review within 60 days following the date that you receive the denial.

101. Where can I find out more about the appeal procedure?

The complete procedure is contained in Part C of this booklet.

PART B

**PLAN PROVISIONS REGARDING SUSPENSION
OF NORMAL AND EARLY PENSIONS**

**ARTICLE
SUSPENSION OF NORMAL AND EARLY PENSION BENEFIT**

GENERAL. In the event a Normal or Early Pensioner works at least 40 hours in Prohibited Employment in the Plan Area in a month, after 1981, for which the Pensioner is entitled to a Normal or Early Pension payment hereunder as the result of successful application for such payment, the pension payment hereunder for such month shall be withheld and forfeited provided the proper notice is provided to the Pensioner by the Trustees. During this period in which your benefit is suspended you will not be entitled to any actuarial increase of your pension benefit.

PROHIBITED EMPLOYMENT. For the purposes of this Article, Prohibited Employment means an hour of employment (whether union or non-union, working or supervising such work, whether contributions are required to be made to the Fund on account of such hour or not) for which the Pensioner is compensated by an employer whose benefit plan is not sponsored by I.B.E.W. Local 363:

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

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

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

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

PRESUMPTION. Subject to correction by actual evidence, the Trustees may presume that a Pensioner who works at least some time in Prohibited Employment in a month has or will work at least 40 hours in such Prohibited Employment in that month unless, within five days of the start of such employment, the Pensioner notifies the Trustees of such commencement and has not refused to cooperate with reasonable requests by the Trustees to assist them in administering the provisions of this Article.

RESUMPTION OF PENSION PAYMENTS. In order that the payment of monthly pension benefits be resumed under this Plan once a suspension described in the first two sections of this Article has taken place, the Pensioner must notify the Trustees in writing that such Pensioner has ceased working at Prohibited Employment. The Trustees shall resume the pension payments to the Pensioner in a monthly amount, adjusted annually, which shall reflect any additional benefit earned, to the extent required by law. In either event such payments shall resume with the first day of the third calendar month following the calendar month in which the Trustees receive the Pensioner's notice called for in this Article. Subject to the next Section, should the Pensioner be due any payments for months in which the Pensioner did not work the prescribed duration of Prohibited Employment, such withheld payments shall be paid upon recommencement of pension payments.

RECOVERY. In the event a Pensioner receives a monthly pension payment for a month for which the Trustees have the right to withhold and forfeit such payment, the Trustees shall recover such payment by reducing the payment otherwise payable to the Pensioner for the months immediately following the Pensioner's cessation of work in Prohibited Employment for which payment is not due until the third month following the Pensioner's notification to the Trustees called for in the preceding section. If the reductions described in the prior sentence are not sufficient to permit recovery of payments that should not have been made, the Trustees shall recover such unrecovered difference by reducing the otherwise size of future recommenced monthly pension payments by no more than 25% until such recovery is complete.

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

EXCEPTION. The provisions of this Article shall not apply to any pension benefits paid to a Pensioner after March 31st of the calendar year that immediately follows the calendar year in which the Pensioner reaches age 70 1/2 or 72 depending on your date of birth.

PART C

CLAIM DENIAL APPEAL PROCEDURE

CLAIM DENIAL. The Trustees shall make determinations regarding claims for benefits under the Plan by all persons.

The Trustees shall furnish, within 90 days of filing of the claim, to a claimant whose claim has been denied, wholly or in part, a written notice stating:

- A. the specific reason(s) for the denial;
- B. the specific reference(s) to the Plan provisions on which the denial is based;
- C. the way(s) in which the claim might be perfected; and
- D. a statement of the Plan appeal procedure.

If, due to special circumstances, the Trustees require more time than 90 days to consider a claim, then the period for notification to the claimant may be extended an additional 90 days provided the Trustees notify the claimant, within the initial 90-day period, explaining the special circumstances and indicating the date by which a final decision is expected.

If the claimant receives no response as to the claim's disposition within 90 days of filing the claim (180 days in the case of special circumstances), the claim shall be considered denied.

APPEAL. Any claimant whose claim for benefits has been denied shall have the right to an appeal to the Trustees for a review of the Trustees' decision, provided that the claimant requests such appeal in writing within 60 days from the receipt of the Trustees' denial.

The claimant shall communicate the claimant's views in writing to the Trustees. Following review by the Trustees, the Trustees shall communicate their decision in writing to the claimant.

PART D

YOUR RIGHTS UNDER ERISA

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

A. Examine, without charge, at the Plan Office, all Plan documents, 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.

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

C. Receive a summary of the Plan's annual financial report. The Trustees are required by law to furnish each participant with a copy of this summary annual report.

D. Obtain a statement, free of charge, telling you whether you have a vested right to receive a pension at age 65 and, if so, what your benefits would be at your Normal Pension date if you stopped working under the Plan now. If you do not have a vested right to a pension, the statement will tell you how many more years you have to work to earn a vested right to a pension. If you want to receive it, this statement must be requested by you in writing and it is not required to be given more than once a year.

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" of the Plan, have a duty to do so prudently and in the interest of you and the 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 benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Trustees to provide the materials and pay you up to \$110. a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Trustees. If you have a claim for benefits which is denied, or ignored, in whole or in part, you may file suit in a State or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about this statement or about your rights under ERISA, you may contact the nearest Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor. This office is located at 33 Whitehall Street, Suite 1200, New York, NY 10004; the phone number is (212) 607-8100; the fax number is (212) 607-8681.

You may also contact the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.

The Department of Labor requires that this SPD contain the description of your ERISA rights set forth above. Its inclusion in this SPD is not, and should not be considered, offered as legal advice of any kind. For legal advice, you should consult with a licensed attorney.

PART E

PLAN PROCEDURES FOR DETERMINING THE QUALIFIED STATUS OF A DOMESTIC RELATIONS ORDER

Effective January 1, 1985, the Plan is required to comply with certain court orders (or judgments, decrees or approved property settlements) requiring distribution of a Participant's benefits under the Plan to his or her spouse or dependent in order to meet the Participant's alimony, marital property rights or dependent support obligations.

The Board of Trustees hereby delegates to the Plan Manager responsibility for determining whether orders are qualified as herein provided, and of following the procedures set forth herein, subject to review and final decision by the Trustees where necessary. The Plan Manager in turn may refer any and all matters to counsel for assistance where necessary.

The Trustees will treat any such order received by the Plan as a Qualified Domestic Relations Order if they determine that the following requirements are satisfied:

- (1) The order is made pursuant to a State domestic relations law (including a community property law);
- (2) The order creates or recognizes an Alternate Payee's right to (or assigns an Alternate Payee the right to) receive all or a portion of the Participant's benefits. An "Alternate Payee" is defined as any spouse, former spouse, child or other dependent of the Participant who is recognized in the order as having a right to receive all (or a portion of) the benefits payable to the Participant under the Plan;
- (3) The order clearly specifies:
 - (a) the name and last known mailing address (if any) of the Participant and the name and mailing address of each Alternate Payee covered by the order,
 - (b) the amount or percentage of the benefits to be paid by the Plan to each such Alternate Payee (or the manner in which the amount or percentage is to be determined),
 - (c) the number of payments or the period to which the order applies, and
 - (d) each Plan to which the order relates; and
- (4) The order does not require the Plan to provide:
 - (a) any form of benefit not otherwise available under the Plan,
 - (b) actuarially increased benefits, or

(c) benefits to an Alternate Payee which are to be paid to another Alternate Payee under a separate order previously determined to be a Qualified Domestic Relations Order.

A domestic relations order will be deemed a Qualified Domestic Relations Order even if it requires payment of benefits to an Alternate Payee prior to the Participant's separation from service (whether or not the Participant actually retires on that date), but only if:

- (1) the Participant has attained (or would have attained) the earliest retirement age under the Plan before the date payments are required to begin to the Alternate Payee;
- (2) benefit payments are computed as if the Participant had retired on the date on which the payments are to begin (based on the present value of benefits actually accrued, without taking into account any employer subsidy for early retirement); and
- (3) such payments are in a form in which benefits may be paid under the Plan to the Participant (other than in the form of a Joint and Survivor Annuity with respect to the Alternate Payee and his or her subsequent spouse).

In order to receive payments from the Plan, the Alternate Payee(s) must furnish the Trustees with a copy of the domestic relations order (certified by the clerk of the court). Following receipt thereof, the Trustees will promptly send notice to the Participant and any other Alternate Payee(s) of their receipt of the order, of the Plan's procedures for determining whether domestic relations orders are qualified as provided above, and within a reasonable period thereafter, of their final determination regarding the qualified status of the order. All notices will be mailed to the address(es) specified in the order. An Alternate Payee may designate representatives for service of notices.

The Trustees will determine whether the order is qualified based on the above-mentioned requirements. If the Trustees determine that the order is qualified, the Participant and Alternate Payee(s) will be notified in writing of such determination and the date on which payments are scheduled to commence. The Trustees may request the Participant and the Alternate Payee(s) to furnish an acknowledgement of the receipt of the notice of payment of benefits, a general release, a correct mailing address and any other documents as they, in their sole discretion deem necessary. The Trustees may also require the Participant and Alternate Payee(s) to provide such information as would normally be required of the Participant prior to the payment of benefits under the Plan.

If the Trustees determine that the order is not qualified, they will notify the Participant and Alternate Payee(s) in writing, setting forth the specific reasons for so concluding. The Participant and Alternate Payee(s) will have the right to appeal such determination by written request filed with the Trustees, in accordance with the Plan's existing claims procedures as set forth in the Plan's Summary Plan Description, a copy of which section will be included in the notification sent to the Alternate Payees.

Upon written notice from a participant or potential Alternate Payee that a qualified domestic relations order is being sought, the Trustees will place a hold on the distribution of all benefits to a Participant for 90 days. The Trustees will withhold a lesser amount on notice that either the Participant or Alternate Payee is seeking an order which would require that only a portion of the Participant's benefits be paid to an Alternate Payee. If, within such 90 days, an order determined to be qualified by the Trustees and/or Plan Counsel is entered by a court of competent jurisdiction, the Trustees will pay the withheld amounts to the person or persons entitled to receive them. If, within the 90 days, no qualified order is entered, the Trustees will pay the withheld amount to the person who would have received the amounts if the Plan had not received notice that a qualified domestic relations order was being sought. If the Trustees thereafter receive a qualified order, payments will be made in accordance with the order but prospectively only.

During any period in which the issue of the qualified status of a domestic relations order is being determined, the Trustees will segregate, in a separate account or in an escrow account, the amount that would have been payable to the Alternate Payee(s) during such period, had the order been determined to be qualified, and will continue to segregate such amounts until the earlier of the date a determination is made or the expiration of 18 months.

If, within such 18 months, the Trustees and/or Fund Counsel determine the order to be qualified, the Trustees will pay the segregated amounts (plus any interest earned thereon) to the person or persons entitled to receive them. If, within the 18 months, the order is determined not to be qualified, or if the 18-month period has expired and no determination is made, the segregated amount (plus any interest) will be paid to the person who would have received the amounts if there had been no order. Thereafter, any determination that an order is qualified will apply prospectively (i.e., the Plan will not be liable for payments to Alternate Payee(s) for the period before the order was determined to be qualified). The Plan will be discharged from any obligation or liability to any Participant or Alternate Payee(s) to the extent of any payment made pursuant to these procedures, provided the Trustees have acted in accordance with their fiduciary responsibility.

PART F

TECHNICAL DETAILS

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

- 1. PLAN NAME:** I.B.E.W. Local 363 Pension Plan.
- 2. EDITION DATE:** This Summary Plan Description is produced as of September 1, 2021.
- 3. PLAN SPONSOR:** Trustees of the I.B.E.W. Local 363 Pension Plan.
- 4. PLAN SPONSOR'S EMPLOYER IDENTIFICATION NUMBER:** 51-6041178.
- 5. PLAN NUMBER:** 001.
- 6. TYPE OF PLAN:** A defined benefit pension plan, the contributions to which are negotiated and the benefits of which are determined by the Trustees.
- 7. PLAN YEAR ENDS:** December 31st.
- 8. PLAN ADMINISTRATOR:** Trustees of the I.B.E.W. Local 363 Pension Plan, 67 Commerce Drive South, Harriman, New York 10926. Phone #: (845) 783-3500.
- 9. AGENT FOR THE SERVICE OF LEGAL PROCESS:** Archer, Byington, Glennon & Levine, LLP, One Huntington Quadrangle, Suite 4C10, Melville, NY 11747. Phone #: (631) 249-6565. In addition, to the person designated as agent of service of legal process, service of legal process may also be made upon any Plan Trustee.
- 10. TYPE OF PLAN ADMINISTRATION:** Self-administered.
- 11. SOURCES OF CONTRIBUTIONS TO PLAN:** Employers required to contribute to the I.B.E.W. Local 363 Pension Fund and certain pension plans with which this Plan has reciprocal agreements from time to time.
- 12. COLLECTIVE BARGAINING AGREEMENT:** This Plan is maintained in accordance with a collective bargaining agreement. A copy of this agreement may be obtained by you upon written request to the Plan Manager and is available for examination by you at the Plan Office.
- 13. PARTICIPATING EMPLOYERS:** You may receive from the Plan Manager, upon written request, information as to whether a particular employer participates in the sponsorship of the Plan. If so, you may also request the employer's address.
- 14. PLAN BENEFITS PROVIDED BY:** I.B.E.W. Local 363 Pension Plan.

TECHNICAL DETAILS (CONT'D)

15. ELIGIBILITY REQUIREMENTS, BENEFITS & TERMINATION PROVISIONS OF THE PLAN: See Part A of this booklet.

16. HOW TO FILE A CLAIM: Application for all benefits must be made in writing on forms that should be obtained from the Plan Manager at the Plan Office. You may secure forms by writing, telephoning, or visiting (during the hours of 9:00 A.M. to 5:00 P.M. on regular business days) at the Plan Office. The address is:

67 Commerce Drive South
Harriman, New York 10926
Phone #: (845) 783-3500

No benefit payments will be due prior to the first day of the month following the date a signed application is received at the Plan Office. There may be an exception for disability pensions.

17. REVIEW OF CLAIM DENIAL: If you submit a benefit application to the Plan Manager and it is denied, in whole or part, you will be so notified.

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

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

More specific information regarding this procedure may be obtained from the Plan Manager or by reading Part C of this booklet.

18. PENSION BENEFIT GUARANTY CORPORATION (PBGC) INSURANCE: Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) Normal and Early Retirement benefits; (2) Disability benefits if you become disabled before the Plan terminates; 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 for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough under the Plan; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an Early Retirement monthly benefit greater than your monthly benefit at the Plan's Normal Retirement Age; and (6) non-pension benefits such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

TECHNICAL DETAILS (CONT'D)

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Manager or contact the PBGC's Technical Assistance Division, 1200 K. Street N.W., Suite 930, Washington, D.C. 20005-4026 or call PBGC toll-free at 1-800-400-7242 (TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-800-400-7242). Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

19. LOSS OF BENEFITS: Under certain circumstances you may lose all or part of your accrued benefits. Some situations are:

- A. if you break your service before you are vested (and do not reinstate it), your entitlement to any benefit associated with the lost service ceases;
- B. under certain circumstances, in accordance with federal guidelines, the Trustees may retroactively reduce benefits;
- C. if any detail regarding your participation under the Plan has been misstated, or a clerical error occurs, which causes a higher benefit to be paid you than that to which you are entitled, an adjustment in your benefit will be made, based upon the facts;
- D. if you return, after retiring, to certain prohibited employment, your pension benefit for months of such work will be forfeited;
- E. because current federal legislation places a maximum on how much retirement benefit an employee is permitted to receive from one or more qualified retirement plans, it is possible, in unusual circumstances, that a reduction may take place in your benefit accrued under this Plan;
- F. the terms of a qualified domestic relations order may take away part, or all, of your benefits;
- G. if the Plan terminates and there are not enough assets to provide your benefit and the Pension Benefit Guaranty Corporation does not make up the difference, there will be a reduction in your accrued benefit; and
- H. if you are judged guilty of causing a loss in Plan assets, you may, under certain circumstances, forfeit all or part of your benefits.

TECHNICAL DETAILS (CONT'D)

20. THE PLAN SPONSOR AND PLAN ADMINISTRATOR: Is the Board of Trustees of the I.B.E.W. Local 363 Pension Plan. The following are the individual Trustees that make up the Board as of April 10, 2020.

UNION TRUSTEES**EMPLOYER TRUSTEES**

Sam Fratto, III	Joseph DeLeonardis
Member of I.B.E.W. Local Union 363	DeLeonardis Electric
67 Commerce Drive South	P.O. Box 108
Harriman, NY 10926	Garnerville, NY 10923
Mark Grad	James Johannemann
Member of I.B.E.W. Local Union 363	c/o Albright Electric
67 Commerce Drive South	100 Snake Hill Road
Harriman, NY 10926	West Nyack, NY 10994
Gil Heim	Robert Kaehler
Member of I.B.E.W. Local Union 363	Perreca Electric Co., Inc.
67 Commerce Drive South	520 Broadway
Harriman, NY 10956	P.O. Box 2530
	Newburgh, NY 12550
Nicholas Heim	Robert Metz
Member of I.B.E.W. Local Union 363	Napp Electric
67 Commerce Drive South	249 Cottage St.
Harriman, NY 10926	Middletown, NY 10940
Frank Perugino	James Sass Jr.
Member of I.B.E.W. Local Union 363	J&J Sass Electric
67 Commerce Drive South	PO Box 1910
Harriman, NY 10926	Kingston, NY 12401
James Thompson	Jeffery Seidel
Member of I.B.E.W. Local Union 363	HV Chapter NECA
67 Commerce Drive South	375 Route 32
Harriman, NY 10926	Central Valley, NY 10917