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MICHIGAN ELECTRICAL EMPLOYEES' PENSION FUND

SUMMARY PLAN DESCRIPTION

(As of April 1, 2010)

IMPORTANT NOTICE

The question and answer outline of the Pension Plan and the formal Plan document which follow describe the Plan as it was on April 1, 2010. Your rights, if any, are determined by the Plan in effect at the time you separate from employment. Therefore, if you were not an Active Participant on April 1, 2010, or have not become one since then, your rights, if any, will be determined by the Plan in effect at the time you separated from employment. If you have any questions about your status as a participant, contact the Pension Department at the Fund Office.

One word of caution: No one has the authority to speak for the Trustees in explaining the eligibility rules or benefits of the Fund except the full Board of Trustees or the Fund's Administrative Manager to whom such authority has been delegated.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any tax advice contained in this Summary Plan Description (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties or (ii) promoting, marketing or recommending to another party any tax-related matters addressed in this Summary Plan Description.

FUND OFFICE / ADMINISTRATIVE MANAGER / BOARD OF TRUSTEES

Street Address
6525 Centurion Drive
Lansing, Michigan 48917-9275

Telephone
(517) 321-7502

Office Hours
Monday through Friday
7:30 a.m. to 5:30 p.m.

Fax
(517) 321-7508

MICHIGAN ELECTRICAL EMPLOYEES' PENSION FUND

THE BOARD OF TRUSTEES

AGENT DESIGNATED FOR SERVICE OF LEGAL PROCESS

Derek Watkins or Patricia Tarini
Sachs Waldman, P.C.
1000 Farmer Street
Detroit, MI 48226
Telephone: (313) 965-3464
Fax: (313) 965-0268

Legal process may also be served on any Trustee or on the Administrative Manager.

INTRODUCTION

This is the Summary Description of the Pension Plan of the Michigan Electrical Employees' Pension Fund as in effect on April 1, 2010. As you read through it, keep in mind that it is an effort to summarize in simple terms the principal provisions of the formal Plan.

It is not intended to cover every detail of the Plan or every situation which might occur. We have tried to make the Summary accurate and complete, but it is not a substitute for the Pension Plan itself. If there is any conflict or difference between this Summary and the formal Plan, the Plan, and not this Summary, will control.

So that you may have the governing formal document available, we have also had printed the formal Pension Plan including all amendments adopted to date. It follows immediately after the Summary Description.

You should read this material carefully and keep it for reference. It will help you understand how the Plan works, what rights and benefits it provides for you and your beneficiaries and how to obtain those benefits.

Each year, you will receive a Summary of Material Modifications, which includes a statement of significant changes in the Plan made after April 1, 2010. Like this Summary, it is intended as a general statement of the changes and is not a substitute for the Plan itself. Those documents and this Summary Plan Description and Pension Plan are also posted on the Fund's website:

www.michiganelectrical.org

That website contains useful information such as the amount of contributions received by the Fund on your behalf and information on any changes to the Plan that may be made after this Summary Plan Description and Plan are printed. You may receive, free of charge, a paper copy of the information on that website by contacting the Fund Office or the Administrative Manager.

If you have any doubt or question about any provision of the Plan or the Summary, or your rights under the Plan, do not hesitate to contact the Pension Department at the Fund Office, preferably in writing, to have your doubt resolved or question answered.

GENERAL INFORMATION

The Michigan Electrical Employees' Pension Fund was created through collective bargaining to provide a source of regular income after you retire. It also provides income to your family if death or disability takes away your ability to provide for their livelihood.

The Fund is sponsored and administered by a board of eight Trustees. Four of the Trustees are designated by an advisory committee composed of one representative from each of the local unions of the International Brotherhood of Electrical Workers which participate in this Fund and four are designated by the National Electrical Contractors' Association, Inc. The Trustees are the legal Plan Administrator, and they have hired the firm of TIC International Corporation to manage the program on a day to day basis.

As of this date, I.B.E.W. Local Unions Nos. 275, 498, 557, 665, 692 and 948 are participating in the Pension Fund. Effective Dates of Participation for each local union are printed on the inside back cover.

The Fund has been assigned an employer identification number by the Internal Revenue Service. It is 38-6233977. The Plan Number is 001. The Pension Plan established by the Trustees is considered by the federal government to be a defined benefit pension plan subject to the Employee Retirement Income Security Act of 1974, as amended, usually referred to as ERISA.

The Plan is funded through the Trust Fund, which receives contributions made by Employers at a rate specified in collective bargaining agreements between the Employers and the Local Unions. Employees may not make contributions to the Fund. Any participant may receive, upon written request to the Fund Office, information about whether a particular Employer is contributing to the Fund and, if so, the Employer's address.

Any amendment to the Plan that modifies, reduces or terminates the provision of any benefit payable under the Plan, other than the Accrued Benefit, may be made at any time, as permitted by law, by majority action of the Trustees and may be made retroactively in order to qualify and maintain the qualified status of the Plan and Trust under applicable provisions of the United States Internal Revenue Code and ERISA.

If you have any questions about your pension program, you should contact the Pension Department at the Fund Office, the Administrative Manager or the Board of Trustees.

ERISA RIGHTS

As a Participant in the Pension Plan of the Michigan Electrical Employees' Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended, (ERISA). ERISA provides that all Plan Participants are entitled to:

(a) Examine, without charge, at the Fund Office and at other specified locations, such as certain worksites and Local Union offices, all Plan documents, collective bargaining agreements and copies of documents filed by the Fund with the United States Department of Labor, such as detailed annual reports and Plan descriptions. The Fund will, however, charge a reasonable fee established by the Trustees for furnishing the copies.

(b) Obtain copies of all Plan documents and other Plan information upon written request to the Administrative Manager. The Fund will, however, charge a reasonable fee established by the Trustees for furnishing the copies.

(c) Receive the Annual Funding Notice.

(d) Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to earn a right to a pension. This statement must be requested in writing and is not required to be supplied more than once a year. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the 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 a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Trustees or the Fund Office. If you have any questions about this Summary or about your rights under ERISA, or if you need assistance in obtaining documents from the Trustees, you should contact the Employee Benefits Security Administration, U.S. Department of Labor, the Detroit office of which is located at 211 W. Fort Street, Detroit, Michigan 48226, (313) 226-7450, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. The web site addresses for the Employee Benefits Security Administration of the Department of Labor is http://www.dol.gov/ebsa and http://www.askebsa.dol.gov.

NOTICE OF YOUR RESPONSIBILITY TO KEEP RECORDS

The Fund has set up an Employer audit and collection program to make sure that your Employers pay the pension contributions owed to the Fund for your Hours of Work. But, it is your responsibility to keep records of your employment, including the names of your Employers, your pay stubs, and other information that proves you worked and for how many hours, so that if one of your Employers fails to pay the required contributions or keep records of your work, the Fund will have the information necessary to grant you the Years of Service and benefits to which you are entitled.

SUMMARY DESCRIPTION

(Questions and Answers)

PARTICIPATION, CREDITING, VESTING, AND SEPARATION

Who may become a Participant?

If you are represented by one of the Local Unions which participates in the Fund and the collective bargaining agreement covering you requires that your Employer contribute to this Pension Fund, you may become a Participant.

If you are a sole proprietor, a partner or a corporate shareholder in a company which is required by a collective bargaining agreement to contribute to the Pension Fund, contributions **cannot** be made to the Pension Fund on your behalf. The only exception to this rule permits a maximum of two shareholders who work at the electrical trade under a collective bargaining agreement to be contributed upon by the corporation which employs them, provided that the corporation enters into a Pension Participation Agreement with the Pension Fund.

How do I become a Participant?

When you have performed 435 Hours of Work in any period of 12 consecutive months (or 145 Hours of Work in the Short Plan Year) under a collective bargaining agreement for one or more Contributing Employers, you become an Active Participant on the first day of the following month.

A Contributing Employer is any company (sole proprietorship, partnership or corporation) which is bound by a collective bargaining agreement to contribute to the Pension Fund.

Is an Hour of Work the same as an Hour of Service?

No. Hour of Service is a legal term used to comply with the federal statute. For every 435 Hours of Work you perform, you will be credited with 500 Hours of Service. In order to avoid confusion, only "Hours of Work" will be used in this Summary, but you should be aware that the two terms are separately defined in the Plan and do not mean the same thing.

What is a Plan Year?

Starting January 1, 1995, a Plan Year is a consecutive 12 month period beginning on a January 1 and ending on December 31. Prior to September 1, 1994, a Plan Year was a consecutive 12 month period beginning on a September l and ending on August 31. The period from September 1, 1994, through December 31, 1994, is the Short Plan Year, and certain special rules, which are spelled out later in this Summary, apply to that Short Plan Year. All records of the Fund are kept on a Plan Year basis.

What is a Year of Service?

Eligibility for retirement benefits is determined by Years of Service earned. Beginning September 1, 1976, you will earn one Year of Service for each Plan Year in which you perform 435 or more Hours of Work for one or more Contributing Employers under a collective bargaining agreement which requires contributions to this Pension Fund, except for the Short Plan Year (September 1 – December 31, 1994), when only 145 Hours of Work are required to earn a Year of Service.

After your Effective Date of Participation and before September 1, 1976, you earned a Year of Service for each Plan Year in which at least 435 hours of Employer contributions were paid to the Fund in your behalf. If you were a Participant in the Plan on the date on which your Local Union began participating, you will be credited with a Year of Service for each year prior to that in which you did electrical work under a collective bargaining agreement for an employer or employers within the jurisdiction of one of the Participating Locals. Continuous membership in one or more of the Participating Local Unions will be sufficient evidence that you performed electrical work during that period.

You will earn a Year of Service for eligibility (a Vesting Year), but not for benefit accrual, if you are employed by one or more Contributing Employers in a job(s) outside the bargaining unit represented by the I.B.E.W. for 435 hours or more during a Plan Year. These Years of Service will **not** be counted toward eligibility for Disability Benefits.

No more than one Year of Service may be accrued in a single Plan Year.

If you are working for an Employer that contributes to this Fund, but you are not doing electrical work covered by a collective bargaining agreement, you should contact the Fund Office immediately to provide information about your employment because you may be entitled to Years of Service for Contiguous Non-Covered Employment and Vesting Years for that employment.

Special Notice: The Fund has set up an Employer audit and collection program to make sure that your Employers pay the pension contributions owed to the Fund for your Hours of Work. But, **it is your responsibility to keep permanent records of your employment**, including the names of your Employers, your pay stubs, and other information that proves you worked and for how many hours, so that if one of your Employers fails to pay the required contributions or to keep records of your work, the Fund will have the information necessary to grant you the Years of Service and benefits to which you are entitled.

Will I be credited for time I spend in military or other uniformed service?

You will be given credit for benefits, eligibility and Vesting for the period you actually served in the armed forces of the United States or certain other uniformed services, if you:

1) are an Active Participant at the time you entered the armed service or other uniformed services;
2) serve no more than 5 consecutive years (unless your service is extended at the government's request);
3) are discharged under honorable conditions; and
4) return to work for a Contributing Employer within 12 months of your discharge or within 24 months of your discharge if you are recovering from an injury or disability you received or that was aggravated as a result of your service in the armed forces or other uniformed service.

If you are a Reservist or National Guardsman and are called to active service and then you return to work promptly when your active service ends, you will also be given credit for benefits, eligibility and Vesting for the period you served.

The credit you are given will be calculated on the average number of hours you worked each month during the 3 Plan Years **or** the 12 consecutive months immediately before you entered military or uniformed service, whichever number is higher, **or**, if you first worked in covered employment less than 3 Plan Years before you entered military or uniformed service, then on the average for the time you worked or the 12 consecutive months immediately before you entered the military or uniformed service, whichever is higher.

You will have to give the Fund Office a copy of your discharge papers and supply other information which may be needed to verify that you qualify for service credit.

What is my Effective Date of Participation?

If you were a member of a local union on the date it began participating in the Pension Fund, your Effective Date of Participation is that date. If you were not then a member of a participating local union, then your Effective Date of Participation is the date on which the Local Union having jurisdiction in the area where you reside began participating in the Pension Fund if you were a participant on that date. If you became a member of a participating Local Union after all the participating Local Unions began their participation in the Pension Fund, your Effective Date of Participation is the date on which you became an Active Participant.

Your Effective Date of Participation is important for purposes of determining the Years of Service, if any, with which you will be credited before that Date.

May Years of Service once earned be lost?

Yes. Each Plan Year in which you fail to earn a Year of Service because you work fewer than 435 Hours of Work in covered employment is a Break in Service Year. However, you did **not, under any circumstances,** accrue a Break in Service Year during the Short Plan Year (September 1 – December 31, 1994). If, before you are Vested, you accrue 5 consecutive Break in Service Years, you will suffer a Permanent Break in Service, your Years of Service will be cancelled and you will no longer be a Participant.

EXAMPLE: If you worked fewer than 435 hours in covered employment in the Plan Years ended August 31, 1993, August 31, 1994, December 31, 1994 (the Short Plan Year), December 31, 1995 and December 31, 1996, and you then worked more than 435 hours in covered employment in the Plan Year ending December 31, 1997, you did **not** suffer a Break in Service because you accrued only four (4) consecutive Break in Service Years. (You **did not** accrue a Break in Service Year during the Short Plan Year ending December 31, 1994.)

EXAMPLE: If you worked fewer than 435 hours in covered employment in the Plan Years ended August 31, 1993, August 31, 1994, December 31, 1994 (the Short Plan Year), December 31, 1995, December 31, 1996, and December 31, 1997, you will suffer a Break in Service because you will have accrued five (5) consecutive Break in Service Years, excluding the Short Plan Year ending December 31, 1994.

If you are working for an Employer that contributes to this Fund, but you are not doing work covered by a collective bargaining agreement, you should contact the Fund Office immediately to provide information about your employment because you may be entitled to Years of Service for Contiguous Non-Covered Employment and Vesting Years for that employment.

Under no circumstances, however, can your Years of Service be lost or cancelled once you are Vested unless you are eligible for, and you request and receive, a lump sum payment of your Vested benefits, in which case, your Years of Service will be cancelled for benefit accrual purposes, but not for Vesting purposes.

Absences related to pregnancy, childbirth or adoption of a child will ordinarily not result in a Break in Service Year being accrued, but it is necessary that you notify the Fund Office 90 days in advance of any such absence or, if you can show good cause for the delay, later (but no more than 30 days after the end of the Plan Year).

How do I become Vested?

You will accrue a Vesting Year for each Year of Service you earn based on covered employment at the electrical trade. In addition, you will accrue a Vesting Year (1) for each Plan Year in which you work at least 435 hours in Contiguous Non-Covered Employment, as defined in Article II, Section 3 of the Pension Plan, for a Contributing Employer doing work other than electrical work covered under a collective bargaining agreement, (2) for each Plan Year in which you are employed for at least 435 hours in Other Employment, as defined in Article II, Section 4 of the Pension Plan, by the International Brotherhood of Electrical Workers, A.F.L.-C.I.O., a Building or Construction Trades Council, a Central Labor Body, a State or Federal Department of Labor, the American Federation of Labor-Congress of Industrial Organizations or any of its Departments, or the National Electrical Contractors Association or one of its Chapters operating in the geographic jurisdiction of this Fund, and (3) for each Plan Year you work outside the geographic jurisdiction of this Fund's Participating Local Unions under a collective bargaining agreement negotiated by the International Brotherhood of Electrical Workers (or another I.B.E.W. Local), but for which you are unable to transfer to this Fund the pension contributions made on your behalf because the area in which you are working has only a defined contribution pension fund, subject, of course, to this Fund's 435 hours requirement for a Year of Service.

No more than one Vesting Year can be earned in any one Plan Year.

When you have earned five (5) Vesting Years, you are 100 percent Vested.

The percentage of your accrued benefit to which you will be entitled if you terminate your participation in the Pension Plan before becoming eligible for retirement benefits is determined by the Vesting schedule under the Plan in effect at the time you become an Inactive Participant.

Effective January 1, 1999, the Plan was changed to provide 100% Vesting at five (5) Vesting Years. One of the old schedules will still apply to Participants who did not work after January 1, 1999.

Years of Vesting Service before 9-1-87	Vesting Schedule 9-1-87 to 12-31-98	Old Vesting Schedule after 1-1-99	Vesting Schedule
1	0%	0%	0%
2	0%	0%	0%
3	0%	0%	0%
4	0%	0%	0%
5	50%	50%	100%
6	55%	60%	100%
7	60%	70%	100%
8	65%	80%	100%
9	70%	90%	100%
10	75%	100%	100%
11	80%	100%	100%
12	85%	100%	100%
13	90%	100%	100%
14	95%	100%	100%
15	100%	100%	100%

What does it mean to be Vested?

It means that you have earned the right to certain (not all) benefits which, generally, can never be taken away from you even if you stop working for contributing Employers and leave the trade, the bargaining unit or the area. If you become an Inactive Participant, the Fund will, upon application, determine for you the exact amount of the benefits in which you are Vested.

You are also 100% Vested if you are an Active Participant when you reach age 65 and you have not suffered a Permanent Break in Service.

When would I become an Inactive Participant?

If you do not accrue a Year of Service during either of the two (2) consecutive Plan Years, excluding, for this purpose, the Short Plan Year (September 1 – December 31, 1994), you are considered to have separated from employment covered by the Plan and to be an Inactive Participant at the end of the second such Plan Year.

You will not be considered separated, however, if your failure to earn a Year of Service during those two consecutive Plan Years is because you are disabled and receiving Disability Benefits from this Fund.

What does it mean to be an Inactive Participant?

Essentially, it means that the only benefits you are eligible to receive are those benefits in which you are Vested, determined and calculated in accordance with the terms of the Plan in effect at the time you become Inactive.

Does separation from employment at the trade do anything to my Vested rights?

No. If you are Vested when you separate, you remain Vested.

What happens if I separate and then return to work in the bargaining unit for a Contributing Employer?

If you have not terminated because you suffered a Permanent Break in Service or you took a lump sum payment, you will become an Active Participant again, retroactive to the date you returned to work, when you have worked 435 hours within a 12 month period.

If you have terminated because you suffered a Permanent Break in Service, you must qualify as a new Participant by performing 435 Hours of Work within 12 consecutive months, after which you will become a Participant on the first day of the following month.

If you have terminated because you received a lump sum payment, you will become an Active Participant again, retroactive to the date you returned to work, when you have worked 435 hours within a 12 consecutive month period and you may then, if you wish, reinstate Years of Service previously cancelled and the benefits associated with them by repaying, within five years after you became an Active Participant again, the amount received plus interest at 5% compounded annually from the date the payment was made until the date you repay it.

What benefits does the Plan provide?

There are four basic kinds of benefit: Normal Retirement, Early Retirement, Disability and Death. If a Participant dies and is survived by a spouse, there may be a benefit payable to the surviving spouse. The eligibility requirements are not the same for these benefits.

Once I am Vested, am I Vested in all of these benefits?

No. You are Vested, subject to the other eligibility requirements, in benefits based upon the Normal or Early Retirement Benefit, but you are not Vested in a Death Benefit except the survivor annuity, if any, payable to your spouse or former spouse. You will not be Vested in any form of Disability Benefit. Disability Benefits **never** Vest - they are not accrued benefits and can be terminated by action of the Trustees at any time.

For an explanation of how to calculate Vested benefits, see page S-27.

What exactly does "Retire" mean?

The Plan, in accordance with the Internal Revenue Code and federal regulations, defines "Retire" as follows:

> **"**The term 'Retire' shall mean a Participant's complete cessation of work of any kind for an Employer whether or not such work comes within the Jurisdiction of the Union. The term 'Retire' shall also mean the complete cessation of all kinds of work in the same craft or industry included within the Jurisdiction of the Union whether or not performed for an Employer. Once a Participant commences receiving monthly benefits under the Plan, he shall not be deemed to be 'Retired' for any month in which the conditions set forth in Section 7 of Article X which permit a suspension of his monthly benefits have been met."

So, to Retire and be eligible for a benefit from the Fund, you must stop all work for any Employer that contributes to the Fund, even if you are doing non-covered work, and stop all work at any craft or in any industry included within the Jurisdiction of the International Brotherhood of Electrical Workers regardless of who your employer is or whether you are self-employed.

The Internal Revenue Service requires that you must Retire with the intention of remaining unemployed or returning to work only in a position in another trade, craft and/or industry for someone other than your previous Employer. If you return to work shortly after you Retire, it will be evidence that you did not intend to and did not actually Retire.

If you do not Retire on or before the date you certify in your Request for Application, you will not be eligible for the effective date you request unless it is after the date you actually stop working and Retire.

NORMAL RETIREMENT BENEFITS

When am I eligible for a Normal Retirement Benefit?

You are eligible for a Normal Retirement Benefit if you have ***completely Retired***, as explained on page S-16, while you are an Active Participant and are at least 65 years old **or,** if later, after you reach the fifth anniversary of the date upon which you commenced participation either initially or following your most recent Permanent Break in Service, if any.

When will my Normal Retirement Benefit begin?

Payment of any benefits to which you are entitled will begin when you submit a complete application on a form provided by the Fund and ***after you actually Retire*** (see the explanation above of what "Retire" means), except that payment of your benefits will begin no later than April l of the calendar year following the calendar year in which you reach age 70½, even if you are still working or you do not apply for benefits.

What happens if I choose not to begin receiving benefits at Normal Retirement Age?

If you choose not to begin receiving benefits when you reach Normal Retirement Age (age 65 unless you first became a Participant after you were 60 years old), the amount of your monthly benefit will be the greater of:

1) an amount equal to the Normal Retirement Benefit to which you would have been entitled had you applied for and commenced receiving Normal Retirement Benefits when you were first eligible, but increased by an actuarial factor that takes into account the later starting date for your benefit payments,

   or

2) an amount equal to the Normal Retirement Benefit but including any additional Employer contributions made to the Fund as a result of Hours of Work you performed.

Payment of any benefits to which you are entitled will begin no later than April 1 of the year following the year in which you reach age 70 ½, even if you are still working and/or do not apply for benefits.

In what form will my Normal Retirement Benefit be?

There are five forms of benefit available - the Straight Life Benefit, the 50% Qualified Joint and Survivor Benefit, the 75% Joint and Survivor Benefit, the 100% Joint and Survivor Benefit, and the Life-Ten Years Certain Benefit. The monthly amount of your benefit depends upon the form under which it is calculated. Once the Fund has made a benefit payment, no change in the form of benefit you have selected is allowed.

The normal form of benefit for an unmarried Participant is the Straight Life Benefit, but the Life-Ten Years Certain Benefit is an option. A Qualified Domestic Relations Order could permit or require some part of your benefits to be paid in the 50%, 75% or 100% Joint and Survivor form if the court has designated your former spouse(s) as a "surviving spouse", but that is the only circumstance in which you could receive benefits in the 50%, 75% or 100% Joint and Survivor form if you are an unmarried Participant on the effective date of your retirement.

The normal form of benefit for a married Participant is called the 50% Qualified Joint and Survivor Benefit. You may opt to select a form other than the 50% Qualified Joint and Survivor Benefit, but only with the consent of your spouse, as explained below.

May I select a form of benefit other than the normal form?

Yes, with certain restrictions.

If you are married, you may, if your spouse consents, choose to receive your benefit in the 75% or 100% Joint and Survivor Benefit form, the Life-Ten Years Certain Benefit form or in the Straight Life Benefit form instead of the 50% Qualified Joint and Survivor Benefit form.

If you are not married, you may choose to receive your benefit in the Life-Ten Years Certain Benefit form instead of the Straight Life Benefit form.

If my choice requires consent of my spouse, what must we do?

The Fund Office will provide you with a written explanation of your 50% Qualified Joint and Survivor benefit form, how that form can be waived if your spouse consents, and the relative values of the optional forms of benefits, between 30 and 180 days before the start of your benefit payments. If you and your spouse choose a benefit in either of the other Joint and Survivor, Straight Life, or Life-Ten Years Certain Benefit forms, you and your spouse must sign forms which are available at the Fund Office and the signatures must be witnessed by an authorized agent of the Plan or a notary public.

If you want your benefits to begin sooner than 30 days after you and your spouse have received a written explanation of the optional forms of benefits, you may, if your spouse consents in writing on a form which is available at the Fund Office, waive the 30 day requirement and receive your benefit no less than 7 days after receiving the written explanation.

What is a Straight Life Benefit?

It is the Plan's basic formula amount. The benefit is payable each month for the rest of your life, but does not have the possibility of continuing monthly payments to someone else after your death, which all of the other benefit forms have.

Once benefits commence under the Straight Life Benefit form, you may not change that form and no event such as marriage, re-marriage or death will affect the terms of payment.

How is the Straight Life Benefit form calculated?

If you were an Active Participant on July 1, 2009, and you Retire or become Inactive after that date, your monthly Normal Retirement Benefit under the Straight Life Benefit form will equal the total of:

a) 0.8% of the total Credited Employer Contributions made or required to be made to the Fund on your behalf based on work you performed on and after June 1, 2009; and

b) 0.8% of the total Employer contributions made or required to be made to the Fund on your behalf based on work you performed on and after January 1, 2006 and before June 1, 2009; and

c) 2.0% of the total Employer contributions made or required to be made to the Fund on your behalf based on work you performed on and after January 1, 2003 and before January 1, 2006; and

d) 3.0% of the total Employer contributions made or required to be made to the Fund on your behalf based on work you performed on and after January 1, 2002 and before January 1, 2003; and

e) 3.6% of the total Employer contributions made or required to be made to the Fund on your behalf based on work you performed before January 1, 2002.

EXAMPLE: You were an Active Participant on January 1, 2009, and had Employer contributions to the Fund of $96,000.00 based on your work before January 1, 2002; $7,920.65 in contributions for work in the 2002 Plan Year; $19,150.70 in contributions for work in the 2003 - 2005 Plan Years; $7,990.00 for work between January 1, 2006 and May 31, 2009; and $2,108.94 for work on and after June 1, 2009, $1,912.00 of which was credited, before you retire on November 1, 2010. Your monthly Straight Life Benefit amount payable at Normal Retirement Age will be calculated as follows

$ 96,000.00 multiplied by 3.6%	=	$3,456.00
$ 7,920.65 multiplied by 3.0%	=	$ 237.62
$ 19,150.70 multiplied by 2.0%	=	$ 383.01
$ 7,990.00 multiplied by 0.8%	=	$ 63.92
$ 1,912.00 multiplied by 0.8%	=	$ 15.30
Total monthly Straight Life Benefit	=	$4,155.85

Remember that if you are Inactive now and/or were Inactive once or more in the past, your benefit may be calculated at various Future Service Credit rates applicable under the Plan to different periods of participation. You should review the Summary Plan Description, Summaries of Material Modifications and your annual Benefit Estimate Statement and/or contact the Fund Office for information on how your benefit will be calculated.

What is the 50% Qualified Joint and Survivor Benefit?

The 50% Qualified Joint and Survivor Benefit is a reduced benefit, calculated as described below, payable to you each month for the rest of your life. If your spouse survives you, your spouse will receive 50% of the monthly benefit you have been receiving for the rest of your spouse's life. The amount of the reduction is based on your age, your spouse's age and the date your benefits commence, and takes into account the fact that the Fund is obligated to pay benefits to your spouse after your death if your spouse is still living then.

Once benefits commence under the 50% Qualified Joint and Survivor form, neither you nor your spouse may change the form and no event such as a divorce, death or remarriage will affect the terms of payment, unless your spouse dies before you. If your spouse survives you, your spouse will receive 50% of the amount you had been receiving for the rest of your spouse's life. If your spouse dies within 24 months after the effective date of your Retirement and you survive your spouse, your benefit will be recalculated to eliminate the reduction factor, using the benefit formula that was in effect at the time you Retired, plus any benefit adjustments for Retirees effective on or after the effective date of your Retirement. You will receive benefits in that amount for the rest of your life, beginning the first day of the month following your spouse's death. This is called a "pop-up", since your benefit is restored to the Straight Life form.

It is important to understand that the Surviving Spouse to whom the survivor portion of the benefit is payable is the person who was your legal spouse at the time you Retired. (Be sure, however, to read the discussion of Qualified Domestic Relations Orders on page S-33 to S-34.

How is the 50% Qualified Joint and Survivor Benefit calculated?

The 50% Qualified Joint and Survivor Benefit is calculated by taking your monthly Normal Retirement Benefit in the Straight Life form (see pages S-18 to S-19), and reducing it by using a table which takes into account your age and your spouse's age. The following table is a portion of the table which is used in the calculations:

Table of Reduction Factors for the
50% Qualified Joint and Survivor Benefit Form

	Participant's Age at Retirement		
Age of Spouse	**61**	**63**	**65**
52	.87319	.85244	.82922
55	.88275	.86261	.83993
58	.89327	.87396	.85204
61	.90459	.88635	.86545
64	.91645	.89956	.87997

To find the appropriate reduction factor, look at the column headed by the Participant's age, find the spouse's age in the column on the left and locate the factor shown where those two intersect. Your monthly benefit in the 50% Qualified Joint and Survivor form will be that percentage of your Normal Retirement Benefit in the Straight Life form.

EXAMPLE: Assume that you are 65 and your spouse is 61 and that your Straight Life Benefit amount is $4,155.85. Looking at the table, you go down the column labeled with your age (65) until you get to the line which corresponds with your spouse's age (61). There you will find a factor of .86545. This means that if you chose the 50% Qualified Joint and Survivor Benefit, you would receive $3,596.68 each month (.86545 of $4,155.85.) for the rest of your life and, upon your death, if your spouse survived you, your spouse would receive 50% of that amount, $1,798.34 each month for the rest of your spouse's life.

The factor tables are provided to the Fund by its actuary. In using the tables, the ages are those of the Participant and the spouse at the effective date of Retirement. If you wish to know the factor for a combination of ages not shown, contact the Fund Office.

What is a 75% Joint and Survivor Benefit?

The 75% Joint and Survivor Benefit is calculated in the same way as the 50% Qualified Joint and Survivor Benefit except that the reduction is greater and the amount of the benefit payable to your Surviving Spouse after your death is equal to 75% of the monthly benefit which you received before your death.

Once benefits commence under the 75% Joint and Survivor form, neither you nor your spouse may change the form and no event such as a divorce, death or remarriage will affect the terms of payment, unless your spouse dies before you. If your spouse survives you, your spouse will receive 75% of the amount you had been receiving for the rest of your spouse's life. If your spouse dies within 24 months after the effective date of your Retirement and you survive your spouse, your benefit will be recalculated to eliminate the reduction factor, using the benefit formula that was in effect at the time you Retired, plus any benefit adjustments for Retirees effective on or after your effective date of Retirement. You will receive benefits in that amount for the rest of your life, beginning the first day of the month following your spouse's death. This is called a "pop-up", since your benefit is restored to the Straight Life form.

It is important to understand that the Surviving Spouse to whom the survivor portion of the benefit is payable is the person who was your legal spouse at the time you Retired. (Be sure, however, to read the discussion of Qualified Domestic Relations Orders on pages S-33 to S-34.)

How is the 75% Joint and Survivor Benefit calculated?

The 75% Joint and Survivor Benefit is calculated by taking your monthly Normal Retirement Benefit in the Straight Life form (see pages S-18 to S-19), and reducing it by using a table which takes into account your age and your spouse's age.

The following table is an excerpt from the table which is used in the calculations:

Factors for 75% Joint and Survivor Benefit

	Participant's Age at Retirement		
Age of Spouse	**61**	**63**	**65**
52	.799	.759	.745
55	.814	.775	.761
58	.831	.793	.779
61	.847	.811	.798
64	.865	.831	.819
65	.871	.838	.825

To find the appropriate reduction factor, look at the column headed by the Participant's age, find the spouse's age in the column on the left and locate the factor shown where those two intersect. Your monthly benefit in the 75% Joint and Survivor form will be that percentage of your Normal Retirement Benefit in the Straight Life form.

EXAMPLE: Assume that you are 65 and your spouse is 61 and that your monthly Normal Retirement Benefit in the Straight Life form would be $4,155.85. Looking at the table, you go down the column labeled with your age (65) until you get to the line which corresponds with your spouse's age (61). There you will find a factor of .798. This means that if your benefits are paid in the 75% Joint and Survivor Benefit form, you will receive $3,316.37 each month (.798 of $4,155.85) and, upon your death, if your spouse survived you, your spouse would receive 75% of that amount, or $2,487.28 each month, for the rest of your spouse's life.

The factor tables are provided to the Fund by its actuary. In using the tables, the ages are those of the Participant and the spouse at the effective date of Retirement. If you wish to know the factor for a combination of ages not shown, contact the Fund Office.

What is the 100% Joint and Survivor Benefit?

The 100% Joint and Survivor Benefit form is calculated in the same way as the 50% Qualified Joint and Survivor Benefit except that the reduction is greater and the amount of the benefit payable to your Surviving Spouse after your death is equal to 100% of the monthly benefit which you received before your death.

Once benefits commence under the 100% Joint and Survivor form, neither you nor your spouse may change the form and no event such as a divorce, death or remarriage will affect the terms of payment, unless your spouse dies before you. If your spouse survives you, your spouse will receive 100% of the amount you had been receiving for the rest of your spouse's life. If your spouse dies within 24 months after the effective date of your Retirement and you survive your spouse, your benefit will be recalculated to eliminate the reduction factor, using the benefit formula that was in effect at the time you Retired, plus any benefit adjustments for Retirees effective on or after the effective date of your Retirement. You will receive benefits in that amount for the rest of your life beginning the first day of the month following your spouse's death. This is called a "pop-up", since your benefit is restored to the Straight Life form.

It is important to understand that the Surviving Spouse to whom the survivor portion of the benefit is payable is the person who was your legal spouse at the time you Retired. (Be sure, however, to read the discussion of Qualified Domestic Relations Orders on page S-33 to S-34.)

How is the 100% Joint and Survivor Benefit calculated?

The following is a portion of the table which is used in the calculations:

Table of Reduction Factors for the 100% Joint and Survivor Benefit Form

	Participant's Age at Retirement		
Age of Spouse	**61**	**63**	**65**
52	.77492	.74283	.70827
55	.79010	.75841	.72403
58	.80713	.77614	.74222
61	.82580	.79590	.76282
64	.84578	.81745	.78567

EXAMPLE: Let's use the same assumptions as in the 50% and 75% Joint and Survivor Benefit examples. You are 65 and your spouse is 61 and your Straight Life Benefit amount is $4,155.85. Looking at the table, you go down the column labeled with your age (65) until you get to the line which corresponds with your spouse's age (61). There you will find a factor of .76282. This means that if you chose the 100% Joint and Survivor Benefit, you would receive $3,170.17 each month (.76282 of $4,155.85.) and, upon your death, if your spouse survived you, your spouse would receive 100% of that amount, or $3,170.17, each month for the rest of your spouse's life. Note that the percentage of your accrued benefit (Straight Life Benefit) paid to you in the 100% Joint and Survivor Benefit form is lower than if you took the 50% Qualified Joint and Survivor Benefit form, but your spouse's survivor benefit is higher ($3,170.17 compared to $1,798.34).

This table is provided to the Fund by its actuary. In using the table, the ages are those of the Participant and the spouse at the effective date of Retirement. If you wish to calculate the benefit for a combination of ages not shown, contact the Fund Office.

What is the Life-Ten Years Certain Benefit?

Under the Life-Ten Years Certain Benefit form, a reduced benefit is payable to you each month for the rest of your life. If you die before you have received 120 payments (10 years' worth), the person you designate as your Beneficiary will receive the benefit each month until the total number of benefit payments made to you and your Beneficiary is 120. The amount of reduction depends on your age at the time your benefits commence. If your benefits commence before you qualify for Normal or Unreduced Early Retirement Benefits, then your monthly pension benefit would be first reduced by the appropriate factor based on your age at the time benefits commence. If you are married at the time your benefits are to commence, the Life-Ten Years Certain form is not available to you unless your spouse waives the right to be protected under the 50% Qualified Joint and Survivor form. Once benefits commence under the Life-Ten Years Certain form, it cannot be cancelled or changed.

How is the Life-Ten Years Certain Benefit calculated?

The Life-Ten Years Certain Benefit is calculated by figuring out what your Straight Life Benefit would be and reducing it by using a table of factors which takes into account your age and life expectancy.

Following is a portion of the table used in these calculations:

LIFE-TEN YEARS CERTAIN BENEFIT TABLE

Participant's Age at Retirement	Factor for Life-Ten Years Certain Benefit
58	.96808
59	.96428
60	.95984
61	.95468
62	.94875
65	.92591

EXAMPLE: Assume that you Retire at age 65, your Straight Life Benefit amount is $4,155.85 and you choose the Life-Ten Years Certain Benefit. Your monthly benefit would be $3,847.94 (.92591 of $4,155.85), which you would receive for the rest of your life. If you died before you had received 120 monthly payments, your designated Beneficiary would receive $3,847.94 each month until a total of 120 monthly payments had been made.

This table is provided to the Fund by its actuary. In using the table, the ages are those of the Participant at the effective date of Retirement. If you wish to calculate the Life-Ten Tears Certain Benefit for an age that is not shown, contact the Fund Office.

May I change my Beneficiary after my Life-Ten Years Certain Benefit begins?

Yes, subject to the written consent of the spouse to whom you were married at the time benefit payments began, if she is still living. However, the change is effective the first of the month following the date the Fund Office receives the written Change of Beneficiary form executed before a Fund Representative or a notary public, provided that form is received before the date of your death.

What if the Beneficiary of my Life-Ten Years Certain Benefit dies, or both of us die, before 120 months of benefits have been paid?

You may designate a new Beneficiary if your Beneficiary dies before you have received 120 monthly payments, but you must have the written consent of the spouse to whom you were married at the time benefit payments began, if she is still living. However, the change is effective the first of the month following the date the Fund Office receives the written Change of Beneficiary form executed before a Fund Representative or a notary public, provided that form is received before the date of your death.

The Plan provides that should both you and your Beneficiary die before 120 monthly payments have been made, the commuted value of the remaining payments required to reach a total of 120 will be calculated and paid in a lump sum to the estate of the one who dies last.

What happens if I marry after I begin receiving benefits?

Any spouse you marry after your benefits begin **cannot** be your Surviving Spouse. Only the spouse, if any, to whom you were married at the time your benefits began can be your Surviving Spouse (unless a former spouse is designated as a Surviving Spouse by a Qualified Domestic Relations Order before you Retire).

Is there a limit to the amount of benefits I can receive?

Yes, Section 415 of the Internal Revenue Code imposes a limit on the benefits the Fund can pay. Your maximum benefit limit is $195,000 per calendar year (as adjusted by the Commissioner of Internal Revenue each January 1), which is increased if you Retire after age 65 and decreased if you Retire before age 62. If at the time you Retire your benefit under the Plan is higher than your maximum under Section 415, the Plan must reduce your benefit to the legal limit.

EARLY RETIREMENT BENEFITS

When am I eligible for an Early Retirement Benefit?

You are eligible for an Early Retirement Benefit if you have ***completely Retired***, as explained on page S-16, while you are an Active Participant for reasons other than Total and Permanent Disability, are at least 57 years old (but less than 65 years old) and have earned at least ten (10) Years of Service since your most recent Permanent Break in Service, if any.

How much will my Early Retirement Benefit be?

The same five forms of benefit which are available as Normal Retirement Benefits are available as Early Retirement Benefits. The same normal forms and the same consent requirements for married participants are applicable. The monthly amount of your benefit will depend upon the form selected. In determining how much is payable in any form, it is always necessary to determine the Straight Life Benefit first.

The Straight Life Benefit is determined exactly as if you were applying for Normal Retirement, then reduced by one-half of one percent (1/2 of 1%) for each month that you are younger than age 61 when your benefit begins.

EARLY RETIREMENT BENEFIT TABLE

Although the reduction is actually done on a month by month basis, the following table will help to illustrate how the reduction works:

Age at Retirement	Percentage of Accrued Straight Life Benefit
61 years	100%
60 years, 6 months	97%
60 years	94%
59 years, 8 months	92%

EXAMPLE: Assume that you Retire at age 60 with 27 Years of Service and your Straight Life benefit, calculated as though you were at Normal Retirement Age (age 65), is $4,155.85. Applying the reduction formula, you would receive $3,906.50 each month (94% of $4,155.85) for the rest of your life if your benefit is paid in the Straight Life benefit form.

If your benefit is paid in any of the other four forms (50% Qualified Joint and Survivor, 75% Joint and Survivor, 100% Joint and Survivor or Life-Ten Years Certain), there is a further reduction based upon factors from the same tables as are used in calculating the benefits payable under those forms at Normal Retirement Age, as explained on pages S-20 to S-23.

EARLY RETIREMENT SUPPLEMENTAL BENEFIT

Will I be eligible for an Early Retirement Supplemental Benefit?

In addition to your Early Retirement Benefit, if you Retire at age 57, 58, 59, 60 or 61 as an Active Participant, you are eligible to receive a monthly Early Retirement Supplemental Benefit equal to 50% of your Straight Life Benefit (as reduced for early retirement) from the date of your Retirement until you reach age 62 or die, if earlier. The Early Retirement Supplemental Benefit is not payable during months when your benefit is suspended because you returned to work (see page S-28), and it is payable only to you, **not** to a Surviving Spouse or a Beneficiary.

MORE ON VESTING

How is the amount in which I am Vested determined?

When you have accrued five (5) Vesting Years (see pages S-13 to S-15 of this Summary), you are 100% Vested in a benefit calculated as the Straight Life Benefit at Normal Retirement Age is calculated.

If you are not already 100% Vested, you will become so automatically if you are an Active Participant when you reach the later of 1) your 65th birthday or 2) the fifth anniversary of the date you became a participant.

The basic amount in which you are Vested varies according to the amount of employer contributions with which you are credited and the number of Years of Service you have accrued. It is calculated just as the Straight Life Benefit is calculated.

The Plan was changed on January 1, 1999 to provide l00% Vesting on an accelerated schedule at five Vesting Years. The old schedules will still apply to Participants who have not worked since a newer schedule took effect. See page S-14.

Vesting applies to Early, Normal and Surviving Spouse Benefits, but not to the lump sum Death Benefit, the single sum Surviving Spouse benefit option, or Disability Benefits.

When will I receive the benefits in which I am Vested?

If you have accrued at least five (5) but fewer than ten (10) Vesting Years and are not eligible for any other type of benefit under the Pension Plan, you will be eligible for a monthly benefit payable when you reach age 65. The benefit will be governed by the Normal Retirement provisions of the Plan with the basic vested amount substituted throughout for the Straight Life Benefit.

If you accrued at least ten (10) Vesting Years before you became Inactive and you are not eligible for any other type of benefit under the Pension Plan, you will be eligible, at your option, to begin receiving a monthly benefit at any time on or after your 57th birthday. The benefit will be governed by the Early Retirement provisions of the Plan with the basic vested amount substituted throughout for the Straight Life Benefit. If the lump sum actuarial equivalent of your basic vested amount is $5,000. or less, the Fund will automatically pay you the lump sum rather than a monthly benefit.

If the lump sum equivalent is $5,000 or more, you will receive monthly payments of your Vested Benefit when you reach age 65 or when you are eligible for Early Retirement Benefits, subject to all of the provisions governing the forms of benefit and retiring early.

Am I Vested in any death benefits if I am an Inactive Participant?

Yes. Once you have five (5) Years of Service, your Death Benefit entitlement is the same as an Active Participant's (for further explanation, see page S-31).

RETURN TO WORK AND SUSPENSION OF BENEFITS

What happens if I return to work after I Retire and begin to receive a Normal, Early or Vested Retirement Benefits?

After you Retire, your benefits will be suspended for any month in which you are:

(1) employed for forty (40) hours or more (including hours for which you are paid or entitled to be paid even though no duties are performed due to vacation, holiday, illness, incapacity, layoff, jury duty, military leave, or leave of absence)

(2) at the trade

(3) in the construction industry

(4) in the State of Michigan or within the jurisdiction of I.B.E.W. Local Unions 8 (Toledo), 153 (South Bend), 158 (Green Bay), and 219 (Iron Mountain).

If you have Retired and begun to receive Normal, Early or Vested Retirement Benefits and intend to return to employment as described above, you must notify the Trustees in advance on a form prescribed and furnished by them of your intent to do so. When you are no longer employed for forty (40) hours or more in any month at the trade in the construction industry in the State of Michigan or within the jurisdiction of I.B.E.W. Local Unions 8 (Toledo), 153 (South Bend), 158 (Green Bay) and/or 219 (Iron Mountain), you must again notify the Trustees on a form prescribed and furnished by them for that purpose so that you will begin receiving your monthly benefits again.

For any month in which you are employed for forty (40) or more hours at the trade in the construction industry in the State of Michigan or within the jurisdiction of I.B.E.W. Local Unions 8 (Toledo), 153 (South Bend), 158 (Green Bay) and/or 219 (Iron Mountain), without notifying the Trustees of your intent to do so, and you are found to have been working on a job, the Trustees will presume that you have been re-employed under the four conditions set out above for the entire period that your employer has been working on that particular jobsite, and your monthly Retirement Benefit will be suspended for that same period. You have 30 days from the date the notice of suspension is issued to submit evidence that you were not re-employed under the conditions set forth above for the presumed period of time. The Trustees' presumption will stand if you fail to present sufficient evidence otherwise within thirty (30) days.

When you retire again, your benefit payments will resume in the same amount and under the same option as they were being paid before you returned to work. If you are credited with Hours of Work during your re-employment, the additional benefit you earned based on those hours will be calculated as if you were an Active Participant, then added to your benefit and paid beginning the January 1 after you stop working.

Different rules apply after you reach age 70½. Effective on the April 1 following the calendar year in which you become 70½ years of age, benefits will not be suspended even if you work. In addition, any Hours of Work you perform after that date will result in an increase in the benefit payable to you, which will be effective January 1 of the year following the year during which you work.

Note: Returning to work for fewer than 40 hours a month after you Retire will not result in a suspension of your monthly Retirement Benefit, but it could, depending on the circumstances, be evidence that you did not intend to Retire and could result in a determination that you were not eligible to begin receiving Retirement Benefits.

DISABILITY BENEFITS

When am I eligible for a Disability Benefit?

You are eligible for a Disability Benefit if you become totally and permanently disabled while you are an Active Participant and are under age 65.

What does it mean to be totally and permanently disabled?

You must be totally unable, for the rest of your life, to engage in any regular occupation or employment for pay or profit. You will not be deemed totally and permanently disabled if your incapacity results from your participation in a felony or an intentionally self-inflicted injury.

The Trustees may require you to be examined by a doctor of their choosing or to undergo rehabilitation as a condition of your receiving or continuing to receive a Disability Benefit.

If you receive disability benefits from Social Security, you do not have to produce any other proof of total and permanent disability.

How much will my Disability Benefit be?

The amount and form of your Disability Benefit is determined by your accrued Years of Service as of the date on which you became totally and permanently disabled.

a) If at the time of your disability you have less than five (5) Years of Service, you will receive a single sum cash payment equal to the contributions made to the Fund in your behalf, and your participation in the Fund will be terminated.

b) If at the time of your disability you have at least five (5) but less than ten (10) Years of Service, you will be eligible to receive a Vested Benefit payable at age 65.

c) If at the time of your disability you have at least ten (10) Years of Service and are entitled to monthly disability benefits under Social Security, you will be entitled to receive a monthly Disability Benefit equal to your Normal Retirement Benefit or $50, whichever is greater, payable until you reach age 65, at which time you will be eligible for a Normal Retirement Benefit.

Only Years of Service you earned based on covered employment at the trade will be counted in determining the Disability Benefit for which you may be eligible.

How long will I receive my Disability Benefits?

Your monthly Disability Benefits will be paid until 1) you die, 2) you are no longer totally and permanently disabled, 3) you engage in work that is inconsistent with a finding of total and permanent disability, 4) you refuse to have a medical examination (no more frequently than every six months) or to submit other proof of earnings or continuing disability when requested by the Trustees, 5) you choose to retire under the Early Retirement Benefit provisions of the Plan and are eligible to do so, 6) you reach age 65 (at which time your Disability Benefit will automatically be converted to a Normal Retirement Benefit) or 7) the Plan no longer provides Disability Benefits.

When you begin receiving Normal or Early Retirement Benefits, your Disability Benefit stops. Your monthly benefit will be calculated just as any other Normal or Early Retirement Benefit.

If I am still receiving Disability Benefits, what happens when I reach age 65?

Your Disability Benefits stop and you begin receiving Normal Retirement Benefits. Your monthly benefit will be calculated just as any other Normal Retirement Benefit is calculated.

If I am determined to be totally and permanently disabled under the terms of the Plan and begin receiving a Disability Benefit, am I then vested in a Disability Benefit?

No, Disability Benefits **never** vest - they are not accrued benefits and can be terminated or modified by action of the Trustees at any time.

What is the effective date for my monthly Disability Benefit?

If you meet the Disability Benefit requirements, the monthly Disability Benefit begins effective on the first day of the month after you file your Disability Benefit application and personal data. If your application for Disability Benefits and all the necessary personal data are received before the 15th of the month and you are otherwise eligible for the Disability Benefit, your Disability Benefit will be effective the first day of the month the application and data are received. However, your Disability Benefit may be approved beginning at an earlier date if the delay in submitting the application was not due to your negligence. You may be entitled to an earlier effective date if you receive Social Security Disability Benefits for the same disability and your "entitlement date", as determined by Social Security, is before you applied for benefits from the Fund.

DEATH BENEFITS

When I die, are any benefits payable?

Whether any Death Benefit is payable, the kind of Death Benefit and the Beneficiary who receives it will vary depending on whether, at the date of your death, you are married, eligible to receive Normal or Early Retirement Benefits, or Retired and also on the number of Years of Service or Vesting Years you have accrued.

How do I designate a Beneficiary?

The Trustees have included a Participant Data Card with this Summary Plan Description. You should complete it, sign it and send it to the Fund Office as soon as possible if you have not already done so, or if you wish to change your current Beneficiary Designation. Completing the Participant Data Card is important to the operation of the Pension Plan and helps you to make your wishes known.

If you wish to change your designated Beneficiary, just fill out a new Participant Data Card, which you can obtain at your Local Union or from the Fund Office, and send it in. Keep in mind that if you have been married for one year, you must have spousal consent to name a Beneficiary other than your spouse and cannot do so until you reach age 35.

If you and your spouse are divorced, any previous designation of your spouse as Beneficiary is automatically cancelled, though you may, if you wish, submit a new Participant Data Card designating your former spouse as your Beneficiary.

If you are married at the time of your death and have not designated a Beneficiary, your spouse is automatically your Beneficiary and the Surviving Spouse benefit rules apply.

If you are not married at the time of your death and have not designated a Beneficiary, any Death Benefit payable under the Plan shall be paid in the following order of priority:

a) any person you designate as Beneficiary on forms supplied by the Michigan Electrical Employees' Health Plan.

b) any person you designate as Beneficiary on forms supplied by the International Brotherhood of Electrical Workers' Death Benefit Fund,

c) your surviving children, in equal shares, or

d) your estate (or, if you do not have an estate, the person who delivers to the Fund a sworn Affidavit of Decedent's Successor for Delivery of Certain Assets Owned by Decedent with respect to you in accordance with MCL §§700.3983-700.3984).

What benefits are payable if I am <u>not</u> married and I die before I start receiving a Normal, Early or Vested Retirement Benefit?

If you have not begun receiving Normal, Early or Vested Retirement Benefits **and** you are not married at the time of your death, the single sum Death Benefit payable by the Fund on your behalf will be a percentage of the total Employer contributions received on your behalf by the Fund during the years when you accrued a Year of Service, in accordance with the following schedule:

Years of Service since becoming a Participant	**Percentage of Contributions**
Less than 5 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 years	100%

What benefits are payable if I <u>am</u> married and I die before I start receiving a Normal, Early or Vested Retirement Benefit?

If you were not yet eligible for Normal, Early or Vested Retirement Benefits at the time of your death and you had been legally married for at least one year, your Surviving Spouse will have the option of

a) waiting until the earliest date on which you would have been eligible to begin receiving Normal or Early Retirement Benefits if you had lived and to receive at that time a monthly benefit equal to the 50% Qualified Joint and Survivor Benefit she would have been entitled to if you had retired under the Normal, Early or Vested Retirement Benefit provisions of the Plan and then died immediately **or**

b) receiving an immediate single sum cash payment equal to the greater of the single sum Death Benefit or the actuarial equivalent of the 50% Qualified Joint and Survivor Benefit. If the single sum cash payment amount is less than $5,000, your Surviving Spouse will automatically receive that benefit, and will not have the option of receiving the deferred monthly benefit.

If you were eligible for a Normal, Early or Vested Retirement Benefit at the time of your death, but had not started receiving it, your Surviving Spouse will receive a monthly benefit for life calculated as a 50% Qualified Joint and Survivor Benefit commencing as of the first day of the month following your death.

What benefits are payable if I die after I start receiving a Normal, Early or Vested Retirement Benefit?

If you are receiving a benefit in the Straight Life Benefit Form, no Death Benefit is payable to anyone else.

If you are receiving a benefit in the 50%, 75% or 100% Joint and Survivor form, any benefit payable after your death will be paid to the person who was your spouse at the time you Retired and in the amount determined at the time you Retired.

If you are receiving a benefit in the Life-Ten Years Certain Benefit Form and you die before you have received all of the guaranteed payments, your designated Beneficiary will receive the remaining payments each month until the total number of payments made to you and your Beneficiary is 120.

DIVORCE, LEGAL SEPARATION AND CHILD SUPPORT

If I am divorced or legally separated, will my former spouse or my dependents be entitled to any of my pension benefits?

Perhaps. A court may issue an order which, if it meets certain standards, would be a Qualified Domestic Relations Order ("QDRO") and could assign a portion of your pension benefits to your spouse, former spouse, child, or other dependent ("Alternate Payee"). A QDRO is any order or judgment entered in your divorce or separation case that clearly identifies the Plan and the benefits assigned, and meets the other requirements of federal law. A QDRO also may be an order or judgment entered to enforce your support obligations. A QDRO may, for example, assign to your former spouse a portion of your monthly benefits or lump sum benefit and/or provide for payment of Surviving Spouse Benefits after your death.

You will be required to provide the Fund Office with complete and signed copies of all judgments or decrees of divorce or separation in which you were a party and any QDROs entered in those divorces or separations at the time you apply for any benefits. You are encouraged to provide these to the Fund Office as soon as they are entered, and not wait until you Retire, so that any issues that arise can be addressed promptly. In addition to the judgment or decree, you should also provide a complete copy of any separation agreements, property settlement agreements and any similar or related orders in the Court's file that relate to the distribution of property, including any attachments or exhibits. If you are not sure what documents you need to provide to the Fund Office, you can submit a docket report along with the judgment or decree.

When the order(s), judgment(s) and/or QDRO(s) is provided to the Fund Office, the Fund's attorneys will decide whether any portion of your benefits has been assigned to your spouse, former spouse, child, or dependent. You will be sent a letter when it is determined whether or not a QDRO has assigned some portion of your benefits from this Fund to an Alternate Payee, and that letter will describe how your benefits are affected, if they are.

How much of my benefits can be given to an alternate payee through a QDRO?

A QDRO can give an Alternate Payee all of or any part of your benefits under the Plan, but it cannot require a Plan to provide any form of benefit or amount of benefit that would not otherwise be available. A QDRO cannot require the payment of benefits to an Alternate Payee if those benefits are already being paid to another Alternate Payee under another QDRO.

How can my benefits under this Plan be divided?

There are two main approaches for dividing benefits under a QDRO: (1) the shared interest approach, and (2) the separate interest approach.

Under the **shared interest approach**, the portion of your benefits which is subject to the QDRO is paid in one of the Joint and Survivor forms and the monthly benefit payments are split between you and the Alternate Payee as the QDRO directs. The Alternate Payee cannot receive a benefit payment until you start receiving benefit payments.

Under the **separate interest approach**, the portion of your benefits which is subject to the QDRO is divided between you and the Alternate Payee. You decide when to begin receiving your portion and in what form, and the Alternate Payee makes the same decisions on his or her portion.

A QDRO may also provide the Alternate Payee with the choice of a shared or separate interest approach.

Can a QDRO state that my former spouse can start receiving benefits from the Plan at any time?

The Plan will distribute benefits to an Alternate Payee only when the Participant receives benefits from the Plan unless the QDRO provides that the Alternate Payee may take a separate interest benefit and apply for and begin receiving benefit payments when you first reach your earliest retirement age under the Plan, even if you do not actually Retire at that time. However, in no event may the Alternate Payee's benefits begin later than yours.

Does the Fund Office have a sample order or judgment that I can take to my attorney?

Yes, the Fund Office has a Policy and Procedure for Processing Domestic Relations Orders and a sample order. They are available free of charge. Call or write the Fund Office to request copies. They are also posted on the Fund's website.

CLAIMS, APPEALS AND OTHER MATTERS

How can I apply for benefits under the Plan?

Whenever you wish to apply for benefits under the Plan, you should file a Request for Application form, then complete an Application form approved by the Trustees and provided by the Fund Office. Copies of these forms can be obtained through the Fund Office, 6525 Centurion Drive, Lansing, Michigan, (517) 321-7502, Fax (517) 321-7508, or your local union. Even if you believe your Application will be denied, it is important for you to submit a completed Application with all required documentation because that could establish the effective date of your benefit if a decision of the Fund Office is later overturned.

Any questions you may have concerning the completion or submission of the Application can be answered by inquiring at the Pension Department at the Fund Office. Whenever you have occasion to write the Fund Office, be certain to include your craft and your Social Security number because they are the controlling references in maintaining the Fund's records.

Pensions are usually effective on the latest of (a) the first day of the month after the complete Application is filed, (b) the effective date of Retirement appearing on the Application form, or (c) your actual date of Retirement. **(A Request for Application is not a pension Application and will not establish an effective date under (a) above.)**

In order to allow sufficient time to process your Retirement Application, it is suggested that you file your application well before the date on which you plan to Retire, at least 90 days before. If you are married, you and your spouse may have some decisions to make regarding the form of your Retirement Benefit. Those decisions must, by law, be made within the 180 days just before your benefit begins.

What if the start of my benefit or any benefit payment is late as the result of a delay by the Fund?

Any delay in the payment of a benefit caused by what the Fund determines was an administrative delay, error or omission by the Fund or one of its service providers may be remedied by a make-up payment plus interest at the rate specified in the Plan, subject to certain other requirements if you are married or a portion of your benefit has been assigned under a Qualified Domestic Relations Order.

If my claim is denied, may I appeal?

If your claim is denied by the Fund Office, you or your authorized representative may appeal to the Board of Trustees in writing for a review of that denial. Your appeal must be in writing and must be received in the Fund Office within **60** days of the day you receive the letter denying your claim (or **180** days if you are appealing from a denial of an application for disability benefits). You, or your authorized representative on your behalf, will have the opportunity to review pertinent documents and other information relevant to your claim free of charge if you submit a written request to the Board. Reasonable access to, and copies of, relevant information will be provided upon request. Whether information or a document is "relevant" is determined in accordance with ERISA Regulation § 2560.503 - 1(m)(8), 29 CFR 2560.503-1(m)(8). You, or your representative, may submit issues, comments, additional legal arguments and new information in writing to the Board for its consideration in your appeal. The Trustees' review of your appeal will take into account all materials and information you submit to them before their review of your appeal and their decision on it, whether or not that such information was previously submitted or considered by the Fund Office in the initial determination of your claim.

Upon receipt of your appeal, the Board will review your claim "de novo" (meaning "anew" and without deferring to the initial denial of your claim) and it will review the additional materials and information you submit, if any. The review will occur at the Board's first regularly scheduled meeting following receipt of your appeal, unless your appeal is filed less than thirty (30) days prior to such meeting. In that case, it will be reviewed at the subsequent Board meeting. If, due to special circumstances, the Board requires additional time to review your appeal, you will be notified in writing of the special circumstances and when a determination will be made. The Board will communicate its decision and the reasons therefor in writing within five (5) days after the Board makes its decision on your appeal.

Under the terms of the Plan and the Trust establishing the Fund, the Board of Trustees has the sole and exclusive authority and discretion to interpret and apply the rules of the Plan, the Trust and any other rules and regulations, procedures or administrative rules adopted by the Board of Trustees. Decisions of the Board of Trustees or, where Board of Trustees responsibility has been delegated to others, its delegates, will be final and binding on all persons dealing with the Fund or claiming a benefit from the Plan. If a decision of the Board of Trustees or its authorized delegates is challenged in court, the Trust Agreement provides that such decision is to be upheld unless a court with proper jurisdiction finds and issues a decision that it was arbitrary and capricious.

Is there a time limit for bringing a lawsuit against the Plan?

Yes. Under the terms of the Plan, any lawsuit brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of these under or relating to the Plan is barred unless the complaint is filed within **three years** after the right of action accrues, unless a shorter time period is provided by applicable statute, regulation or case law.

May I assign, pledge or sell my right to benefits?

No. With only two exceptions, your benefits **cannot** be assigned, pledged or sole to anyone or used as security for a loan. The first exception is a "Qualified Domestic Relations Order", described and explained earlier in this Summary, which assigns some interest in your accrued pension benefit to some other person. The second exception is a levy on your pension benefit imposed by the Internal Revenue Service to collect Federal taxes or tax-related penalties you owe or which the IRS claims you owe.

Do I need to pay taxes on the benefits I receive from the Fund?

Generally, monthly benefits paid to Retirees and Beneficiaries are subject to Federal income tax if the monthly benefits exceed a certain amount. Lump sum benefits are subject to Federal income tax as well, depending upon how the benefit is paid. The Fund Office personnel are not tax experts, and you will need to get your own information on your personal tax situation – the Fund can provide no advice in this regard.

May I authorize tax withholding from my monthly benefits?

Yes. You will be given an opportunity when you Retire and each year thereafter to have Federal income taxes withheld from your pension benefits.

May my benefits be rolled over into my IRA or another pension plan?

Lump sum benefits payable to you, your spouse, former spouse, Surviving Spouse (including a former spouse designated as your Surviving Spouse by a Qualified Domestic Relations Order) and/or other non-spouse Beneficiary(ies) are eligible rollover distributions. The Fund Office will provide you and your Beneficiary(ies) with information about the right to roll over all or only a part of the lump sum benefit before it is paid.

Monthly Normal, Early, Vested, Disability and Survivor benefits are **not** eligible rollover distributions.

Is there any way I can be sure that the proper contributions are being made to the Pension Fund on my behalf?

Yes. To enable you to check on your contributions, the Trustees have authorized preparation and mailing to you of monthly notices of contributions. These notices should show the amount of contributions received in your behalf by the Pension Fund as well as your eligibility status with and the hours reported to the Health Plan. You should carefully check these notices. Normally, the notices are mailed about the middle of the month following the month in which the contributions are received and recorded. For example, if you work in June for an employer, his contributions are due in July and you should receive your monthly notices showing receipt of such contributions about the middle of August.

If no notice is received for a month in which you worked, it may be that your employer did not submit a timely payment or did not furnish your correct Social Security number on the report form. In any event, it is in your best interest to check on the matter immediately so that, if contributions have been made, they will be properly credited to you and, if they have not been made, some timely action can be taken to attempt to collect them from your employer.

Are my benefits insured?

Benefits are paid directly from the Fund. Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. This plan is what is called a multiemployer plan because it is collectively bargained with a group of employers in a common industry rather than a single employer.

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

The maximum benefit that the PBGC guarantees is set by law. Only vested benefits are guaranteed. Specifically, under the multiemployer program, the PBGC guarantees a monthly benefit payment equal to 100 percent of the first $11 of the Plan's monthly benefit accrual rate, plus 75 percent of the next $33 of the accrual rate, times each year of credited service. The PBGC's maximum guarantee, therefore, is $35.75 per month times a participant's years of credited service.

Example 1: If a participant with 10 years of credited service has an accrued monthly benefit of $500, the accrual rate for purposes of determining the PBGC guarantee would be determined by dividing the monthly benefit by the participant's years of service ($500/10), which equals $50. The guaranteed amount for a $50 monthly accrual rate is equal to the sum of $11 plus $24.75 (.75 x $33), or $35.75. Thus, the participant's guaranteed monthly benefit is $357.50 ($35.75 x 10).

Example 2: If the participant in Example 1 has an accrued monthly benefit of $200, the accrual rate for purposes of determining the guarantee would be $20 (or $200/10). The guaranteed amount for a $20 monthly accrual rate is equal to the sum of $11 plus $6.75 (.75 x $9), or $17.75. Thus, the participant's guaranteed monthly benefit would be $177.50 ($17.75 x 10).

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

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

For more information on PBGC insurance protection and its limitations, ask PBGC. Inquires to PBGC should be addressed to PBGC, 1200 K Street, N.W., Washington, DC 20005-4026. PBGC may also be reached by calling (202) 326-4000. That is not a toll-free number. TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

Does this Plan have any reciprocity agreements with any other pension plans?

Because electrical workers move with the work from employer to employer and from location to location, the Fund maintains reciprocity agreements with other pension funds covering electrical workers represented by the International Brotherhood of Electrical Workers and is party to the International Reciprocal Agreement. These agreements provide for the transfer of pension credit you have earned to your "Home Fund" when you work outside of the area covered by the Fund.

The purpose of most of these agreements is to have the money contributed by the employers when you are working outside the jurisdiction of the participating Locals follow you back to the Fund. When this Fund receives money from the other fund involved, you will be given benefit and vesting credit in this Fund.

The reciprocity agreements we have with the other funds are supposed to make transfers of money to this Fund automatic. However, the Fund Office does not always know you are working outside the jurisdiction of the local unions. If you are, be sure to let the Fund Office know.

Ask the Fund Office if you have questions about whether the Fund has a reciprocal agreement with the Fund in the area where you are working or if you have any other questions about reciprocity.

Can I authorize deductions from my monthly pension benefits to cover payments to the Michigan Electrical Employees' Health Plan?

Yes. If you are participating as a Retiree in the Michigan Electrical Employees' Health Plan, you will be given an opportunity to authorize deductions from your monthly pension benefits in whatever amounts may be necessary to maintain your health care coverage. You have the right to terminate the arrangement at any time.

Can I authorize deductions from my monthly benefits to cover payments to any organization that provides health benefits?

If you are a Disabled Participant or a Retiree, you may authorize deductions from your monthly benefits in whatever amounts may be necessary to make payments to any organization that provides health benefits to you.

Can I authorize the Fund to pay a portion of my benefits to the I.B.E.W. Committee on Political Education (C.O.P.E.)?

If you are a Disabled Participant or a Retiree, you may allocate any portion of your monthly benefit payment to the I.B.E.W. Committee on Political Education (C.O.P.E.). You have the right to terminate the arrangement at any time.

PLAN TERMINATION

What events may result in termination of the Plan?

The Plan will terminate if one or more of the following events occurs:

1. The Plan's Actuary advises the Trustees that the Fund is not able to meet the payments of benefits due to Retirees.
2. There is no individual living who can qualify for benefits under the Plan.
3. The Participating Local Unions, the employers and Trustees unanimously agree to terminate the Plan.
4. The Pension Benefit Guaranty Corporation or any other governmental agency authorized to do so terminates the Plan.

If the Plan should terminate, the Trustees must l) make provision for the payments of any and all debts and obligations of the Plan, including benefits; 2) arrange for a final audit and financial report; and 3) give the notices required by law and file any reports which may be due.

At present, what happens if the Plan terminates wholly or partially is governed by federal statutes, which require under certain circumstances that benefits, even vested and accrued benefits, be reduced.

Upon termination, the value of the Vested benefits and the value of the assets of the Plan must be calculated. If the value of the Vested benefits is greater than the value of the assets, the Vested benefits must be reduced accordingly.

In addition, the accrued benefits which are not Vested must also be reduced to the level at which they are insured by the Pension Benefit Guaranty Corporation.

DELAYING THE DATE YOUR PENSION STARTS COULD AFFECT YOUR BENEFIT AMOUNT

Normal Retirement Pension: If you are an Active Plan Participant and you Retire at or after age 65 with at least 5 Years of Service, you are eligible for a Normal Retirement Pension. The Normal Retirement Pension is calculated based on the contributions required to be made on your behalf. You will find information about how to estimate your monthly Pension Benefit in this Summary Plan Description and any subsequent announcement letters. You may also request that the Fund Office calculate your Pension Benefit.

If your Retirement date is after your Normal Retirement Age, age 65, then your monthly Pension Benefit will be actuarially increased for each month after your Normal Retirement Age that you do not receive your Pension Benefits or in which you earn additional Benefits by continuing to work.

Early Retirement Pension: If you are an Active Participant and you Retire at or after age 57 with at least 10 Years of Service, you may be eligible for an Early Retirement Pension, as explained in this Summary Plan Description. The amount of the reduction is 6% per year of age less than age 61(1/2% for each complete calendar month under age 61).

Example of an Early Retirement Pension:

Mark is Retiring at age 57 with at least 10 Years of Service. His Normal Retirement Pension is calculated to be $2,000 per month. Because Mark is Retiring four years before age 61, his Pension Benefit is reduced by 24% (4 years x 6%). So Mark's Early Retirement Pension is $1,520 per month.

Delaying Retirement Will Increase Your Pension:

If you continue to work at the trade and delay your Retirement, the monthly pension amount you will receive when you Retire will increase because you are earning additional Benefits.

If you are eligible for a Vested Retirement Pension that is subject to reduction for early payment, the closer you are to age 65 when you start receiving your Pension Benefit, the higher your monthly Pension amount will be when you Retire because the reduction will be smaller.

Vested Retirement Pension: If you terminate covered employment before age 65 with at least 5 Years of Service, you may be eligible for a Vested Retirement Pension, as explained in the Summary Plan Description. Your Vested Retirement Pension is payable at age 65 or later. If your Retirement date is after your Normal Retirement Age, age 65, then your monthly Pension Benefit will be actuarially increased for each month after your Normal Retirement Age that you do not receive your Pension Benefits.

Example of a Vested Retirement Pension:

George worked in covered employment from age 28 to age 35 and earned 7 Years of Service. He pursued a career as a computer technician and did not return to covered employment. His Normal Retirement Pension is calculated to be $300 per month. When George reaches age 65, he will be entitled to a Vested Retirement Pension based on the Benefit rate in effect when he became an Inactive Participant (at the end of the second consecutive Plan Year during which he did not earn a Year of Service) and the amount of his Vesting. If George waits until after age 65 to receive his Pension, his Benefit will be actuarially increased to account for the delay.

If you have any questions about this information, please review this Summary Plan Description or contact the Fund Office.

MICHIGAN ELECTRICAL EMPLOYEES' PENSION FUND SOCIAL SECURITY NUMBER PRIVACY POLICY (Effective January 1, 2006)

The Michigan Social Security Number Privacy Act makes it unlawful, with respect to all or any more than four sequential digits of an individual's Social Security number, to do any of the following:

- Publicly display more than 4 sequential digits of the Social Security number. The term "publicly display" is broadly defined to mean exhibit, hold up, post or make visible such as on a computer screen, network, or other electronic medium.
- Use a person's Social Security number as an individual account number,
- Print a Social Security number on the outside of any envelope or package mailed or sent to an individual,
- Require use or transmission of more than 4 sequential digits of a Social Security number over the internet or a computer network, unless the connection is secure or the transmission is encrypted, or

- Require use or transmission of more than 4 sequential digits of a Social Security number to gain access to a website, computer system or network, unless the connection is secure and the transmission is encrypted, or protected by a password or other unique personal ID number or authentication device.

The statute also prohibits including all or more than 4 sequential digits of a Social Security number in any document or information mailed to a person, unless certain conditions, including the following, apply:

- A state or federal law or rule or court order authorizes, permits or requires the Social Security number's use,

- The document sent is part of an application or enrollment initiated by the individual,

- The document is sent to establish, confirm service, amend or terminate an account, contract, policy, or employee or health insurance benefit; or

- The document is mailed by a public body in certain circumstances.

The restrictions do not apply to use of a Social Security number that is "authorized or required by state or federal statute, by court order, or pursuant to legal discovery or process."

PLEASE NOTE: It is not a violation of the Act to use a Social Security number to "verify an individual's identity, identify an individual, or do another similar administrative purpose related to," proposed employment or employment. Use of Social Security numbers to provide or administer health insurance, membership benefits, or retirement programs is also permissible. An entity may also use all or part of a Social Security number to "lawfully pursue or enforce a person's legal rights," which may include "audit, collection, investigation, or transfer of a tax, employee benefit, debit, claim" or account.

To comply with the Social Security Number Privacy Act, to protect the confidentiality of the Social Security numbers of the participants and their dependents, and to prevent, to the extent possible, the disclosure of those numbers to persons who would use them unlawfully, the Board of Trustees hereby adopts the following Social Security Number Privacy Policy:

- All Fund and Plan service providers and their agents and employees are hereby directed to ensure, to the extent practicable, the confidentiality of all Social Security numbers.

- All Fund and Plan service providers and their agents and employees are hereby prohibited from making any disclosure of Social Security numbers contrary to the provisions of the law as set out above.

- All Fund and Plan service providers and their agents and employees are directed to limit access to information or documents that contain the Social Security numbers of Fund participants and/or their dependents to those individuals for whom such information is necessary for the provision and administration of the pension and excess benefit plans and collection program. Information in any form, written or electronic, which contains Social Security numbers will be handled only by those persons whose job duties require them to have access to that information for the provision and administration of the pension and excess benefit plans and collection program. If such information is contained in documents, the documents will be securely stored, with access limited to those persons whose job duties require them to have access to that information. If such information is in electronic form, access to any computer or computer files will be limited, through the use of passwords and/or other technology, to those persons whose job duties require them to have access to that information.

- Documents which contain Social Security numbers and which are no longer needed will be disposed of, whether by shredding or otherwise, in a manner which will insure that the numbers are protected. Each Fund and Plan service provider shall be responsible for supervising this process in his/her/its place of business.

Fund and Plan service providers who violate this Privacy Policy will be subject to disciplinary action, up to and including termination.