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**PENSION PLAN  
OF THE  
MICHIGAN ELECTRICAL EMPLOYEES' PENSION FUND  
(As in Effect on April 1, 2010)**

WHEREAS, pursuant to authority granted by the provisions of the Trust Agreement establishing the Michigan Electrical Employees' Pension Fund, the Trustees serving thereunder formulated and adopted a Pension Plan effective July 1, 1964; and

WHEREAS, in further exercise of the powers granted to them by virtue of said Trust Agreement, the Trustees have, from time to time, amended the provisions of said Plan and have had all such Amendments filed with, and approved by, the Internal Revenue Service; and

WHEREAS, the Trustees published an Amendment and Restatement of the Pension Plan effective January 1, 2009, and subsequently adopted one amendment to that Plan, which has been incorporated herein;

NOW, THEREFORE, in exercise of the power reserved to them in said Trust Agreement, the Trustees of the Michigan Electrical Employees' Pension Fund do hereby publish and continue said Pension Plan which is the Plan in effect as of April 1, 2010.

**ARTICLE I - DEFINITIONS**

**Section 1 - Definitions in General:** Wherever the following words and phrases appear in this Plan, they shall have all the respective meanings set forth in this Article unless the context clearly indicates to the contrary. The initial letter of each defined word and the initial letter of each word of a phrase shall be capitalized wherever used herein to denote its being a defined word or term.

**Section 2 - Trust Agreement:** The term "Trust Agreement" shall mean the Agreement and Declaration of Trust establishing the Michigan Electrical Employees' Pension Fund, effective July 1, 1964, as that instrument may, from time to time, be amended.

**Section 3 - Trust Fund:** The term "Trust Fund" or "Fund" shall mean the Michigan Electrical Employees' Pension Fund and the entire assets thereof.

**Section 4 - Trustees:** The term "Trustees" shall mean the Employer Trustees and the Union Trustees, collectively, as appointed under the Trust Agreement, and as constituted from time to time in accordance with the provisions of the Trust Agreement.

**Section 5 - Union:** The term "Union" shall mean all of the Participating Locals of the International Brotherhood of Electrical Workers which, at the time of reference, have collective bargaining agreements in effect which require contributions to the Trust Fund.

**Section 6 - Employee:** The term "Employee" shall mean:

- (a) any person who is or has been employed by an Employer to perform tasks coming within the Jurisdiction of the Union;
- (b) any person who, after accruing at least one Year of Service based on employment at the trade, is or has been employed by an Employer to perform tasks outside the Jurisdiction of the Union and whose Employer elects to contribute under such terms and conditions as the Trustees may prescribe;
- (c) any person employed in a paid capacity by a Participating Local; and
- (d) any person employed by any board of trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established through collective bargaining by its Participating Locals and an Employer.

No person who is (a) a proprietor or (b) a partner in an Employer partnership shall be an "Employee" within the meaning of this Section 6.

**Section 7 - Employer:** The term "Employer" shall include:

- (a) any member of an Employer Association and any other individual, partnership, corporation or business entity which is engaged in work using or employing the services of individuals performing work tasks coming within the Jurisdiction of the Union and which has a Pension Agreement in effect;
- (b) any Participating Local to the extent, and solely to the extent, that it acts in the capacity of an Employer of Employees in whose behalf it makes contributions to the Trust Fund pursuant to a Pension Agreement; and

- (c) any board of trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established by collective bargaining by its Participating Locals and Employer(s), to the extent, and solely to the extent, that it acts in the capacity of an Employer of Employees in whose behalf it makes contributions to the Trust Fund pursuant to a Pension Agreement.

**Section 8 - Pension Agreement:** The term “Pension Agreement” shall mean any collective bargaining agreement or article thereof or other agreement which provides for Employer contributions to the Trust Fund (or adopts, expressly or implicitly, a written agreement which so provides) and details the basis upon which such contributions are to be made and, with respect to Employees working outside the Jurisdiction of the Union, the terms and conditions prescribed by the Trustees for acceptance of such contributions.

**Section 9 - Effective Date of Participation:** With respect to each Local participating in the Plan, the “Effective Date of Participation” shall be the date as of which contributions in behalf of Employees working under its Jurisdiction become payable to the Fund. The respective Effective Date of Participation of each Participating Local is as set forth in Appendix A which, as it may from time to time be revised and updated, is made a part of this instrument.

**Section 10 - Active Participant:** The term “Active Participant” shall mean an Employee who has acquired or is acquiring eligibility to receive benefits pursuant to the Pension Plan and who is not an Inactive Participant, a Retiree or a Former Participant.

**Section 11 - Inactive Participant:** The term “Inactive Participant” shall mean a person who was an Active Participant but has, pursuant to Article II, Section 7, separated from employment covered by the Plan but has not terminated participation.

**Section 12 - Participant:** The term “Participant” when used herein without a modifying adjective, shall include Active Participants and Inactive Participants, but not Former Participants or Retirees.

**Section 13 - Disabled Participant:** The term “Disabled Participant” shall mean a Participant who has been determined to be Totally and Permanently Disabled and who is, pursuant to Article VI, Section 2(c), receiving a monthly Disability Benefit, and shall also mean a Participant who has been determined to be Totally and Permanently Disabled and who is, pursuant to Article VI, Section 2(b), entitled to receive a Deferred Vested Benefit.

**Section 14 - Former Participant:** The term “Former Participant” shall mean either a person who has been a Participant but has terminated participation by suffering a Permanent Break in Service pursuant to Article II, Section 6, and whose accumulated Future Service Credit, Years of Service and Vesting Years, if any, have therefore been cancelled or a person who has been a Participant but has terminated participation by receiving a single sum Disability Benefit pursuant to Article VI, Section 2(a), and whose accumulated Future Service Credit and Years of Service (except as these Years of Service are used to determine the Participant’s Vesting Years pursuant to Article VII), if any, have therefore been cancelled.

**Section 15 - Retiree (Retired Participant):** The term “Retiree” (sometimes referred to as “Retired Participant”) shall mean a person who was a Participant and who has applied for and is entitled to receive or is receiving monthly benefits from the Fund, including any such person whose entitlement to benefits has been suspended pursuant to Article X, Section 7, or who is accruing additional monthly benefits pursuant to Article IV, Section 2, Article V, Section 2, or Article VII, Section 2.

**Section 16 - Retire:** 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.

**Section 17 - Accrued Benefit:** The term “Accrued Benefit” shall mean the benefit which has accrued to a Participant pursuant to the benefit formula described in Article III hereof which shall be expressed as the Straight Life Benefit Form of the Normal Retirement Benefit to which the Participant will be entitled upon meeting the applicable eligibility requirements.

**Section 18 - ERISA:** The term “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations issued thereunder as the same may be in effect at any time of reference.

**Section 19 - Hours of Work:** The term “Hours of Work” shall mean:

- (a) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer during the Plan Year. Such hours shall be credited to the Plan Year in which the duties are performed; and
- (b) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer for the performance of duties for an Employer. Such hours shall be credited to the Plan Year in which the duties were performed. In no event shall the same hours be credited under this paragraph if already credited under paragraph (a) above;
- (c) each hour credited to an Employee for service in the Armed Forces or other uniformed services of the United States pursuant to Article II, Section 5.

These provisions shall be construed so as to resolve any ambiguity in favor of crediting an Employee with Hours of Work.

**Section 20 - Hours of Service:** The term “Hours of Service” shall mean the hours with which an Employee is credited under the Plan. For this purpose, each four hundred and thirty five (435) Hours of Work shall be equivalent to five hundred (500) Hours of Service.

**Section 21 - Year of Service:** The term “Year of Service” shall mean a year which counts towards a Participant’s entitlement to benefits as determined in accordance with the provisions of Article II.

**Section 22 - Plan Year:** The term “Plan Year” shall mean a consecutive twelve (12) month period beginning on a January 1 and ending on a December 31. Prior to January 1, 1995, the term “Plan Year” shall mean:

- (a) the period from the date of the Fund’s inception through August 31, 1965 (the first Plan Year);
- (b) for the period subsequent to August 31, 1965 and prior to September 1, 1994, a consecutive twelve (12) month period beginning on a September 1 and ending on an August 31; and
- (c) the period from September 1, 1994, through December 31, 1994, which shall hereinafter be referred to as the “Short Plan Year”.

**Section 23 - Eligibility Computation Period:** The term “Eligibility Computation Period” shall mean (a) in respect to the initial eligibility computation period, a period of twelve (12) consecutive months commencing with the month in which the Employee first performs an Hour of Work and (b) in respect to subsequent eligibility computation periods, a Plan Year commencing with the Plan Year which includes the first anniversary of a Participant’s employment commencement date.

**Section 24 - Jurisdiction:** The term “Jurisdiction” shall mean the type of work normally claimed by the Union in accordance with the Constitution, By-Laws, rules, regulations, and agreements of the International Brotherhood of Electrical Workers which is performed within the geographic area assigned to the Union or a Participating Local by said International. Work may come within the Jurisdiction of the Union whether or not it is performed for an Employer.

**Section 25 - Future Service Credit:** The term “Future Service Credit” shall mean the basis upon which credit is given to an Employee for years of employment in the industry in the Jurisdiction of a Participating Local of the Union during which his Employer or Employers are required to make contributions to the Fund on his behalf or for employment in another jurisdiction for which employer contributions are transferred to the Fund pursuant to a reciprocity agreement entered into by the Trustees.

**Section 26 - Employer Contributions:** The term “Employer Contributions” shall mean the employer contributions remitted or required to be remitted by Employers on behalf of an Employee.

**Section 27 - Credited Employer Contributions:** The term “Credited Employer Contributions” shall mean that portion of the Employer Contributions remitted or required to be remitted on behalf of an Employee which is used in the calculation of Future Service Benefit Credit and benefit accrual of an Employee. That portion of the hourly Employer Contributions which shall not be used in the calculation of Future Service Benefit Credit and benefit accrual is set out in Appendix B to this Plan.

**Section 28 - Beneficiary:** The term “Beneficiary” shall mean any person who, because of a relationship to or designation by a Participant or a Retiree, may be entitled to benefits from the Fund, or any trust designated by a Participant or Retiree and eligible to be so designated under applicable federal regulations or guidelines, if any.

**Section 29 - Surviving Spouse:** Subject to any valid order which the Trustees determine is a Qualified Domestic Relations Order under applicable federal law, the term “Surviving Spouse” shall mean the person to whom a Participant or Retiree is legally married at the time of his death, except 1) with respect to a Retiree whose benefits are in a Qualified Joint and Survivor Form described in Section 2, 3(a) or 3(b) of Article X, “Surviving Spouse” shall mean the person to whom he was legally married at the time such benefits became payable, and 2) with respect to a Participant who fails to apply for a benefit to which he is entitled before the first day of April of the year following the calendar year in which he reaches age seventy and one-half (70 ½), “Surviving Spouse” shall mean the person to whom he was legally married on that April 1.

**Section 30 - Plan or Pension Plan:** The term “Plan” or “Pension Plan” as used herein shall mean the Pension Plan adopted under the provisions of the Trust Agreement as said Plan is described in this instrument and as it may be amended from time to time.

**Section 31 - Original Plan:** The term “Original Plan” shall mean the Plan as it was in effect immediately prior to September 1, 1976. The rights, if any, of any person who was a Participant in the Original Plan but who did not become a Participant in the Plan as described herein on or after September 1, 1976, shall be determined in accordance with the provisions of the Original Plan as they were in effect at the time he ceased being a Participant therein.

**Section 32 - Actuarial Equivalent:** The term “Actuarial Equivalent” means a benefit having the same value as the benefit which it replaces. In converting one form of monthly benefit to another form of monthly benefit, the Actuarial Equivalent shall be determined by using the greater of a six and one-half (6 ½%) percent interest assumption and a Unisex Pension - 1984 Mortality Table or a seven and one half (7 ½%) percent interest assumption and a GAM 83 Mortality Table Without

Margins. In calculating the current single sum value of a deferred monthly benefit, the Actuarial Equivalent shall be determined by using, for each Plan Year, the annual rate of interest on thirty (30)-year Treasury securities in effect for the third month preceding the first day of each such Plan Year and the Commissioner of Internal Revenue's standard mortality table, described in Section 807(d)(5)(A) of the Internal Revenue Code, used to determine reserves for group annuity contracts issued on the date as of which the present value is being determined (without regard to any other subparagraph of Section 807(d)(5)(A)).

Effective January 1, 2008, the minimum lump-sum value shall be the present value using the applicable mortality table and applicable interest rate as described below. The applicable mortality table will be a mortality table, modified as appropriate by the I.R.S., based on the mortality table specified for the Plan Year under I.R.C. § 430(h)(3)(A) (without regard to the §430(h)(3)(C) substitute mortality table or the I.R.C. §430(h)(3)(D) mortality table for the disabled). The applicable interest rate means the 417(e)(3) spot rate as published by the IRS, which is the adjusted first, second, and third segment rates applied under rules similar to the rules of I.R.C. §430(h)(2)(C) for the third month preceding the first day of each such Plan Year in which the distribution is paid. The adjusted first, second, and third segment rates are the first, second, and third segment rates determined under I.R.C. § 430(h)(2)(C) if:

1. The I.R.C. §430(h)(2)(D) definition of "corporate bond yield curve" was applied by substituting the average yields for the month, as described in I.R.C. §430(h)(2)(D)(ii) for the average yields for the 24-month period, as described in such section.
2. For Plan Years beginning in 2008 through 2011, the first, second, and third segment rate for any month is equal to the sum of: (a) the product of the segment rate determined under the general rule above, multiplied by the applicable transitional percentage for the Plan Year; and (b) the product of the annual rate of interest on thirty year Treasury securities as specified by the Commissioner of Internal Revenue for the third month preceding the first day of each such Plan Year in which the distribution is paid, multiplied by the applicable transitional percentage for the Plan Year. The transitional percentages are as follows:

<b>Distributions in Plan Year Beginning</b>	<b>Transition Factor for 30 Year Treasury Rates</b>	<b>Transition Factor for Segment Rates</b>
2008	80 percent	20 percent
2009	60 percent	40 percent
2010	40 percent	60 percent
2011	20 percent	80 percent
2012	0 percent	100 percent

**Section 33 - Other Definitions and Terms:** Other definitions as required may appear in the text of other Sections and/or Articles of this Pension Plan document. Wherever used herein, a masculine noun or pronoun shall be deemed to include a feminine and a singular noun or pronoun shall be deemed to include the plural unless the text of the provision involved clearly indicates the contrary.

## ARTICLE II - PARTICIPATION AND YEARS OF SERVICE

**Section 1 - Eligibility for Participation:** An Employee shall become a Participant when, within the Eligibility Computation Period, he is credited with five hundred (500) Hours of Service (435 Hours of Work).<sup>1/</sup> His participation shall commence on the first day of the following month.

If a Participant who has terminated participation by incurring a Permanent Break in Service pursuant to Article II, Section 6, or receiving a single sum Disability Benefit pursuant to Article VI, Section 2(a), resumes employment as an Employee covered by the Plan, he shall again become a Participant, retroactive to the date upon which he resumed employment, when he has again met the foregoing requirements.

**Section 2 - Eligibility for Benefits:** A Participant's eligibility for benefits shall be based on his Years of Service. A Year of Service shall be determined in accordance with the following provisions:

- (a) Each Participant who was a Participant in the Original Plan simultaneous with the Effective Date of Participation of his Local Union in whose Jurisdiction he resides shall be credited with Years of Service equal to the number of years, as of that date, that the Participant had been employed by an Employer or Employers within the Jurisdiction of one or more of the Participating Locals. For purposes of making this determination for this period, continuous membership in one or more of the Participating Locals shall be acceptable evidence.

<sup>1/</sup>Those who were Participants in the Original Plan as of August 31, 1976, and who did not suffer a break in Continuous Service as that term is used in the Original Plan as of that date, became Participants in this Plan as of September 1, 1976.

- (b) For his Participation in the Plan prior to August 31, 1976, a Year of Service shall mean a Plan Year during which the Participant had Employer contributions made to the Fund on his behalf for at least four hundred and thirty-five (435) hours.
- (c) Beginning September 1, 1976, a Year of Service shall mean a Plan Year during which a Participant has been credited with at least five hundred (500) Hours of Service (435 Hours of Work), except that a Participant credited with at least one hundred and sixty-seven (167) Hours of Service (145 Hours of Work) for the Short Plan Year shall accrue a Year of Service.

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

**Section 3 - Years of Service for Contiguous Non-Covered Employment:** Non-Covered Employment shall be employment with an Employer which does not come within the Jurisdiction of the Union. If an Employee who was employed in Non-Covered Employment becomes a Participant in the Plan while working for an Employer, he shall be given Years of Service for his Contiguous Employment with that Employer immediately prior to the date his work comes within the Jurisdiction of the Union, but in no event for any such employment prior to the date the Employer became a Contributing Employer to the Fund. The Years of Service thus granted retroactively shall be based on Hours of Work as opposed to hours for which contributions were received and shall be used for determining eligibility for benefits only and shall not be used for purposes of benefit accrual.

A Participant who becomes employed in Non-Covered Employment for an Employer immediately after he has been working under the Jurisdiction of the Union shall continue to accrue Years of Service for such Contiguous Non-Covered Employment based on his Hours of Work; but such Years shall not be used for purposes of benefit accrual unless his Employer has elected to contribute under such terms and conditions as the Trustees may prescribe, in which case only such contributions shall be counted in his benefit accrual.

**Section 4 - Years of Service for Other Employment:**

- (a) If a Participant employed on or after June 1, 1994, outside the geographic area of this Fund's Participating Local Unions, but under a collective bargaining agreement negotiated by the International Brotherhood of Electrical Workers or one of its affiliated Local Unions, is not able to authorize the transfer to this Fund, under the terms of the International Reciprocal Agreement, of pension contributions made based on that employment because the area in which he is employed has only a defined contribution pension fund, he shall continue to accrue Years of Service for such employment based on his actual hours of work, but such Years shall not be used for purposes of benefit accrual.
- (b) If a Participant becomes employed by the International Brotherhood of Electrical Workers, A.F.L.-C.I.O., or by 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 geographical jurisdiction of this Fund, he shall continue to accrue Years of Service for such employment based on his Hours of Service, but such Years shall not be used for purposes of benefit accrual.

**Section 5 - Years of Service for Military and Uniformed Service:** If an Active Participant enters service in the Armed Forces or other uniformed services of the United States (hereinafter "Forces") and serves for a period of five (5) years or less, unless his service is extended by the government, and resumes employment as an employee covered by this Plan within twelve (12) months of the date of his discharge under honorable conditions from the Forces, or within twenty-four (24) months if he is recovering from an illness or injury incurred during or aggravated by his service in the Forces, he shall be credited with Hours of Service and shall accrue Years of Service for the period of his service in the Forces. The Hours of Service with which he is credited for each month of his service in the Forces shall be the average number of Hours of Service with which he was credited each month during 1) the three (3) Plan Years or 2) the twelve (12) consecutive month period immediately preceding his entry into the Forces, whichever is higher. If he first became a Participant within three (3) Plan Years of his entry into the Forces, the Hours of Service with which he is credited shall be the average number of Hours of Service with which he was credited 1) during the shorter period or 2) the twelve (12) consecutive month period immediately preceding his entry into the Forces, whichever is higher.

An Active Participant who is a Reservist or National Guardsman and is called to active service by the United States Government shall be credited with Hours of Service and shall accrue Years of Service for the period of that active service in accordance with the provisions set out in the above paragraph.

The beneficiaries of a Participant who dies while serving in the Armed Forces, but who would otherwise have been eligible to be credited with Hours of Service under this Section 5, shall be entitled to all additional benefits provided under the Plan (except benefit accruals relating to the period of the Participant's service in the Armed Forces) to which they would have been entitled had the Participant resumed employment in a timely manner and then terminated employment on the date of his death.

The Participant (or his beneficiaries) shall be required to submit such documents and information as required by the Trustees to determine his (their) eligibility hereunder.

Any cost associated with the Hours of Service credited and the Years of Service accrued pursuant to this Section 5 shall be a liability of the Fund as a whole and not allocated to any individual Employer.

**Section 6 - Break in Service:** A Participant who is not vested in any percentage of his Accrued Benefit shall accrue a Break in Service Year for each Plan Year in which he is credited with less than five hundred (500) Hours of Service (435 Hours of Work). A Participant shall not accrue a Break in Service Year during the Short Plan Year.

If a Participant timely notifies the Trustees and furnishes the information required by them to establish that absence from work is due to the pregnancy of the Participant, the birth of a child of the Participant, placement of a child with the Participant for adoption or caring for such a child immediately following birth or placement, hours which the Participant would otherwise have worked shall be counted as though they were Hours of Service, for the purpose of preventing one Break in Service Year only, up to a maximum of five hundred (500) Hours either in the Year in which the absence began or, if not needed to prevent a Break in Service in that Plan Year, then in the following Plan Year.

When the number of consecutive Break in Service Years accumulated by a Participant who has not become vested pursuant to Article VII hereof equals five (5), the Participant shall suffer a Permanent Break in Service, his participation in the Plan shall be terminated and his accumulated Future Service Credit and Years of Service, if any, shall be cancelled.

**Section 7 - Inactive Participant:** An Active Participant who has not accrued a Year of Service during either of two (2) consecutive Plan Years, excluding, for this purpose, the Short Plan Year, shall, at the end of the second such Plan Year, be deemed to have separated from employment covered by the Plan and shall become an Inactive Participant. No Active Participant shall, however, become an Inactive Participant as a result of years in which the failure to be credited with Hours of Service under the Plan results from years during which he is receiving monthly Disability Benefits under the Plan.

### ARTICLE III - BENEFIT ACCRUAL

**Section 1 - Future Service Credit (Benefit Credit):** A Participant shall accrue a monthly benefit as a result of Hours of Service (Hours of Work) credited to him and Employer Contributions and Credited Employer Contributions made or required to be made on his behalf (including any contributions transferred to the Fund through the operation of reciprocity agreements with other qualified pension plans for work performed after the Participant's Effective Date of Participation), which shall be called Future Service Credit.

A Participant with five (5) Years of Service shall be credited with Future Service Credit on all Employer Contributions and Credited Employer Contributions made or required to be made to the Fund on his behalf.

A Participant credited with fewer than five (5) Years of Service shall accrue Future Service Credit based on Employer Contributions and Credited Employer Contributions made or required to be made on his behalf for each Plan Year in which he is credited with at least five hundred (500) Hours of Service (435 Hours of Work). However, with respect to the Plan Year in which the Active Participant establishes Initial Eligibility, the Plan Year preceding that Plan Year, the Short Plan Year and the Plan Year in which the Active Participant becomes eligible for Normal Retirement, the Active Participant shall accrue Future Service Credit even if credited with fewer than five hundred (500) Hours of Service (435 Hours of Work).

Future Service Credit for an Active Participant entitled to be credited with Hours of Service (Hours of Work) and to accrue Years of Service pursuant to Article II, Section 5, for a period of active service in the Armed Forces or other uniformed services of the United States, the National Guard or as a Reservist, shall be calculated as though the Hours of Service (Hours of Work) credited were contributed upon at the contribution rate(s) in effect for each month during that period.

Future Service Credit shall, except as provided in Section 2 below, be computed on Employer Contributions and Credited Employer Contributions made or required to be made on a Participant's behalf in accordance with the following:

2.6% of Employer Contributions for Participants who retired or became Inactive prior to September 1, 1980.

2.85% of Employer Contributions for Participants who were Active on September 1, 1980, and retired or became Inactive prior to September 1, 1981.

3.25% of Employer Contributions for Participants who were Active on September 1, 1981, and retired or became Inactive prior to September 1, 1985.

3.4% of Employer Contributions for Participants who were Active on September 1, 1985, and retired or became Inactive prior to September 1, 1990.

3.6% of Employer Contributions for Participants who were Active on September 1, 1990, and retired or became Inactive prior to September 1, 1994.

3.6% of Employer Contributions for Hours of Work performed during Plan Years prior to September 1, 1994 and 3.0% of Employer contributions for Hours of Work performed during Plan Years beginning on and after September 1, 1994, for Participants who retired or became Inactive prior to January 1, 1999.

3.6% of Employer Contributions for Participants who were Active on and after January 1, 1999, but not retired prior to that date, for Hours of Work performed through December 31, 2001.

3.6% of Employer contributions for Hours of Work performed during the Plan Years beginning January 1, 1999, 2000 and 2001.

3.0% of Employer Contributions for Hours of Work performed during the Plan Year January 1, 2002, through December 31, 2002.

2.0% of Employer Contributions for Hours of Work performed during Plan Years beginning on January 1, 2003, 2004, and 2005.

0.8% of Employer Contributions for Hours of Work performed during Plan Years beginning on or after January 1, 2006 and prior to June 1, 2009.

0.8% of Credited Employer Contributions for Hours of Work performed on and after June 1, 2009.

## **Section 2 - Future Service Credit Upon Return to Active Status:**

- (a) The Future Service Credit of any Participant who becomes an Inactive Participant and, then, before he has failed in four (4) consecutive Plan Years, excluding, for this purpose, the Short Plan Year, to accrue a Year of Service, again becomes an Active Participant shall be calculated with respect to the Years of Service accrued before he became Inactive at the rate in effect on the date he became an Inactive Participant, unless he accrues at least four (4) additional Years of Service after again becoming and remaining an Active Participant, in which case the calculation with respect to the prior Years of Service shall be at the greater of the then current rate for Active Participants, subject to the provisions of Section 1 above, or the rate at which the Future Service Credit was previously earned.
- (b) The Future Service Credit of any Participant who has failed in four (4) or more consecutive Plan Years, excluding, for this purpose, the Short Plan Year, to accrue a Year of Service and again becomes an Active Participant shall be calculated with respect to the Years of Service accrued before he became Inactive at the rate in effect on the date he became an Inactive Participant and with respect to the Years of Service he accrues after again becoming an Active Participant, at the then current rate for Active Participants, subject to the provisions of Section 1 above.

**Section 3 - Special Benefit Adjustment:** As of March 1, 1980, the amount of monthly benefits payable from the Fund to persons who had theretofore been receiving monthly benefits of any kind and form from the Fund, was increased by ten percent (10%).

The monthly Normal or Early Retirement Benefit payable on and after September 1, 1981, to any Retired Participant who retired under the Normal, Early, or Disability provisions of the Plan prior to September 1, 1981, was increased by fifteen percent (15%).

The monthly Benefit payable on or after September 1, 1981, to a Surviving Spouse or other payee entitled to receive monthly Benefits from the Plan under an Optional Form of payment after the death of a Deceased Participant who had retired under the Normal or Early Retirement provisions of the Plan prior to September 1, 1981, or who had been receiving a monthly Disability Benefit under the Plan prior to September 1, 1981, while an Active Participant and while eligible to have retired under the Normal or Early Retirement provisions of the Plan, was increased by fifteen percent (15%).

The monthly Normal or Early Retirement Benefit payable on and after September 1, 1985, to any Retired Participant who retired under the Normal, Early, or Disability provisions of the Plan prior to September 1, 1985, was increased by five percent (5%).

The monthly Benefit payable on or after September 1, 1985, to a Surviving Spouse or other payee entitled to receive monthly Benefits from the Plan under an Optional Form of payment after the death of a Deceased Participant who had retired under the Normal or Early Retirement provisions of the Plan prior to September 1, 1985, or who had been receiving a monthly Disability Benefit under the Plan prior to September 1, 1985, or who had died prior to September 1, 1985, while an Active Participant and while eligible to have retired under the Normal or Early Retirement provisions of the Plan, was increased by five percent (5%).

The monthly Normal, Early, or Disability Benefit payable on and after September 1, 1990, to any Retired Participant who retired under the Normal, Early, or Disability provisions of the Plan prior to September 1, 1990, was increased by four percent (4%).

The monthly Benefit payable on or after September 1, 1990, to a Surviving Spouse or other payee entitled to receive monthly Benefits from the Plan under an Optional Form of payment after the death of a Deceased Participant who had retired under the Normal or Early Retirement provisions of the Plan prior to September 1, 1990, or who had been receiving a monthly Disability Benefit under the Plan prior to September 1, 1990, or who had died prior to September 1, 1990, while an Active Participant and while eligible to have retired under the Normal or Early Retirement provisions of the Plan, was increased by four percent (4%).

The monthly Normal, Early, Vested or Disability Benefit payable on and after January 1, 1998, to any Retired Participant who retired under the Normal, Early, or Disability provisions of the Plan (or under the Vested Retirement provisions of the Plan if at the time of his retirement, the Participant was both an Active Participant and had reached age sixty-five (65)) prior to January 1, 1998, but not the Early Retirement Supplemental Benefit, if any, was increased in accordance with the following schedule:

<b><u>Effective Date of Retirement</u></b>	<b><u>Increase in Monthly Benefit</u></b>
Calendar Year 1997	1%
Calendar Year 1996	2%
Calendar Year 1995	3%
Calendar Year 1994	4%
Calendar Year 1993	5%
Calendar Year 1992	6%
Calendar Year 1991	7%
Calendar Year 1990	8%
Calendar Year 1989	9%
Calendar Year 1988	10%
Prior to January 1, 1988	10%

The minimum monthly benefit payable on and after January 1, 1998, to any Retired Participant who retired under the Normal, Early or Disability provisions of the Plan prior to January 1, 1988, or to his beneficiary if the beneficiary was receiving monthly benefits on January 1, 1998, shall be \$350.

The minimum monthly benefit payable on and after January 1, 1999, to any Retired Participant who retired under the Normal, Early or Disability provisions of the Plan prior to January 1, 1988, or to his beneficiary if the beneficiary was receiving monthly benefits on January 1, 1999, shall be \$500.

The monthly benefit, but not the Early Retirement Supplemental Benefit, if any, payable on and after January 1, 1999, to or on behalf of any Retired Participant who retired prior to January 1, 1999 under the Normal, Early, or Disability provisions of the Plan (or under the Vested Retirement provisions of the Plan if at the time of his retirement, the Participant was both an Active Participant and had reached age sixty-five (65)), was increased in accordance with the following schedule:

<b><u>Effective Date of Retirement</u></b>	<b><u>Increase in Monthly Benefit</u></b>
Calendar Year 1998	2%
Calendar Year 1997	4%
Calendar Year 1996	6%
Calendar Year 1995	8%
Calendar Year 1994	10%
Calendar Year 1993	12%
Calendar Year 1992	14%
Calendar Year 1991	16%
Calendar Year 1990	18%
Calendar Year 1989	20%
Calendar Year 1988	22%
Calendar Year 1987	24%
Calendar Year 1986	26%
Calendar Year 1985	28%
Calendar Year 1984	30%
Prior to January 1, 1984	30%

The increase in monthly benefits payable to or on behalf of any Retired Participant who retired prior to January 1, 1988, shall be calculated on the monthly benefit amount payable December 1, 1998, before the \$500 minimum was adopted effective January 1, 1999.

The minimum monthly benefit payable on and after January 1, 1999, to any Retired Participant who retired prior to January 1, 1988 under the Normal, Early or Disability provisions of the Plan (or under the Vested Retirement provisions of the Plan if at the time of his retirement, the Participant was both an Active Participant and had reached age sixty-five (65)) shall be \$600.

**Section 4 - Limitation on Benefits:** There is no limitation on the amount of benefits a Participant may accrue or receive hereunder except as required by Section 415 of the Internal Revenue Code and the rules and regulations applicable thereto in Limitation Years beginning on and after July 1, 2007, which are incorporated herein by reference, except as otherwise provided herein. The Plan's Limitation Year is the calendar year, January 1 to December 31, so these provisions will apply under the Plan on and after January 1, 2008.

The application of the provisions of this Section shall not cause the maximum permissible benefit of any Participant to be less than the Participant's Accrued Benefit as of December 31, 2006, provided the Plan met the applicable requirements of the statute, regulations and other published guidance on Section 415 in effect immediately before July 1, 2007, which it did.

For purposes of applying the limitations imposed by Section 415:

- (a) the only benefits accrued under this Plan which are aggregated with other benefits are those based on contributions by an Employer that also maintains(ed) another, non-multiemployer plan under which the Participant accrued or is accruing benefits.
- (b) annual cost-of-living adjustments to the Section 415 dollar limitation, which are incorporated by reference, shall apply to all remaining benefit payments to a Participant who has commenced receiving benefits under the Plan and to the benefits of a Participant who has terminated employment with a contributing Employer.
- (c) the dollar limitation on a Participant's annual benefit, which is \$185,000 in 2008, shall be adjusted if the Participant commences receiving benefits before he attains age 62 or after he attains age 65 in accordance with Section 415, but shall not be adjusted to reflect the probability of the Participant's death before he attains age 62 or between the date he attains age 65 and his annuity starting date.

#### ARTICLE IV - NORMAL RETIREMENT BENEFIT

**Section 1 - Eligibility:** An Active Participant shall be eligible to retire voluntarily and receive a Normal Retirement Benefit provided:

- (a) he shall retire on or after September 1, 1988;
- (b) his retirement date shall be at least as late as the fifth (5th) anniversary of his Date of Participation in the Plan which participation commenced subsequent to his latest Permanent Break in Service, if any; and
- (c) he shall have reached his sixty-fifth (65th) birthday.

The right of an Active Participant to receive Normal Retirement Benefits shall be non-forfeitable on the later of the dates set out in subsections (b) or (c) above.

A Participant as of September 1, 1976, who was a Participant in the Original Plan immediately prior thereto and who had at least five (5) years of Future Service Credit at that time, as that term was defined in the Original Plan, who does not meet the minimum requirement under (b) above can still be eligible hereunder if he would have had ten (10) years of Continuous Service under the Original Plan had that Plan continued unchanged from August 31, 1976, provided he meets the other requirements of this Section.

**Section 2 - Commencement of Benefit Payments:** An Active Participant who meets the eligibility requirements for a Normal Retirement Benefit as set forth in Section 1 of this Article IV, upon submission of an application to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, shall become entitled to a Normal Retirement Benefit commencing as of the first day of the month next following the date as of which he has both completed the eligibility requirements as set forth in Section 1 of this Article IV and submitted said application, except that if the application and personal data required by the Trustees are received prior to the fifteenth (15th) day of the month and he otherwise meets the eligibility requirements as set forth in Section 1 of this Article IV, his Normal Retirement Benefit shall commence as of the first day of that month. Distribution of such benefit, in the absence of an earlier application by the Active Participant, shall commence no later than the first day of April following the calendar year in which the Active Participant reaches age seventy and one-half (70 ½).

If a Participant is credited with Future Service Credit as a result of work performed after the first day of April following the calendar year in which he reached age 70 ½ or after he has Retired, he shall be entitled to receive an additional monthly benefit effective the following January 1 based on that Future Service Credit. Additional monthly benefits shall be payable each January 1 thereafter based on the Future Service Credit, if any, accrued during the immediately preceding calendar year. Each such additional monthly benefit payable under this Section shall be calculated in the same Form of Benefit in which the Retiree's monthly benefit is being paid and at the rate in effect on the January 1 as of which each separate additional monthly benefit is payable.

### **Section 3 - Computation of Benefit:**

- (a) Subject to the provisions of Article X, an Active Participant who initially retires as of the first day of the first month coincident with or next following the date as of which he meets all of the eligibility requirements for Normal Retirement as set forth in Section 1 of this Article IV, shall be entitled to receive a monthly Normal Retirement Benefit equal to his Accrued Benefit. In no event, however, shall the Accrued Benefit of an Active Participant who qualifies therefore be less than \$50, except where a benefit may be payable pursuant to the provisions of a pro-rata pension reciprocity agreement.
- (b) If an Active Participant does not retire at age sixty-five (65) or the earliest date on which he would be eligible to commence receiving Normal Retirement Benefits, if later, the Straight Life Form of his benefit shall be the greater of
  - (i) an amount actuarially equivalent to the Normal Retirement Benefit to which he would have been entitled had he applied to receive payments on the first day of the month following the month in which he became eligible for Normal Retirement Benefits, or
  - (ii) the amount calculated in accordance with Section 1 of Article III including any additional Employer contributions made to the Fund in respect to Hours of Work performed by the Active Participant after the month in which he became eligible for Normal Retirement Benefits.

The Trustees may establish reasonable rules to determine in the calculation required under subparagraph (i) of this Section 3(b) whether an Active Participant who initially retires after he was first eligible to retire under the Normal Retirement provisions described in Section 1 of this Article IV is actually entitled to an additional benefit and may require that he furnish evidence of his employment to determine whether any such employment may have invoked the Suspension of Benefit provisions of Section 7 of Article X hereof.

## **ARTICLE V - EARLY RETIREMENT BENEFIT**

**Section 1 - Eligibility:** An Active Participant who has not suffered a Permanent Break in Service shall be eligible to retire voluntarily and receive an Early Retirement Benefit provided:

- (a) he shall, at the time he retires, have at least ten (10) Years of Service; and
- (b) he shall have reached his fifty-seventh (57th) but not his sixty-fifth (65th) birthday.

A Participant as of September 1, 1976, who was a Participant in the Original Plan immediately prior thereto and who had at least five (5) years of Future Service Credit at that time, as that term was defined in the Original Plan, who does not have the minimum requirement of ten (10) Years of Service can still be eligible hereunder if he would have had ten (10) years of Continuous Service under the Original Plan had that Plan continued unchanged from August 31, 1976, provided he meets the other requirements of this Section.

**Section 2 - Commencement of Benefit Payments:** An Active Participant who meets the eligibility requirements for an Early Retirement Benefit as set forth in Section 1 of this Article V, upon submission of an application to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them shall become entitled to an Early Retirement Benefit commencing as of the first day of the month next following the date as of which he has both completed the eligibility requirements as set forth in Section 1 of this Article V and submitted said application, except that if the application and personal data required are received by the Trustees prior to the fifteenth (15th) day of the month and he otherwise meets the eligibility requirements as set forth in Section 1 of this Article V, his Early Retirement Benefit shall commence as of the first day of that month.

If a Participant is credited with Future Service Credit as a result of work performed after the first day of April following the calendar year in which he reached age 70 ½ or after he has Retired, he shall be entitled to receive an additional monthly benefit effective the following January 1 based on that Future Service Credit. Additional monthly benefits shall be payable each January 1 thereafter based on the Future Service Credit, if any, accrued during the immediately preceding calendar year. Each such additional monthly benefit payable under this Section shall be calculated in the same Form of Benefit in which the Retiree's monthly benefit is being paid and at the rate in effect on the January 1 as of which each separate additional monthly benefit is payable.

**Section 3 - Computation of Benefit:** Subject to the provisions of Article X, an Active Participant's monthly Early Retirement Benefit shall be equal to his Accrued Benefit, provided, however, that if the Retiree is under age sixty-one (61) at the time his Early Retirement Benefit commences, his benefit shall be equal to his Accrued Benefit reduced by one-half of one percent (1/2 of 1%) for each complete calendar month between the effective date of the Active Participant's Early Retirement and the first day of the month next following the month in which the Active Participant will reach age sixty-one (61).

**Section 4 - Early Retirement Supplemental Benefit:** In addition to the Early Retirement Benefit provided under this Article V, a Participant who was active on or after January 1, 1998 and who retires on or after the date he reaches age fifty-seven (57), but before he reaches age sixty-two (62) shall be entitled to receive a monthly Early Retirement Supplemental Benefit subject to the provisions of Article X, Section 7, commencing with his first Early Retirement Benefit payment and ending

upon his attainment of age sixty-two (62) or his death, if earlier. The monthly Early Retirement Supplemental Benefit shall be equal to fifty percent (50%) of the Participant's Accrued Benefit, as reduced for early retirement, if required, under Section 3 of this Article V. This Early Retirement Supplemental Benefit is payable only to an eligible Retiree, not to his Surviving Spouse or other Beneficiary.

## ARTICLE VI - DISABILITY BENEFIT

**Section 1 - Eligibility:** A Participant who has not suffered a Permanent Break in Service shall be eligible to retire voluntarily and receive a Disability Benefit provided:

- (a) he is determined to be Totally and Permanently Disabled; and
- (b) such Disability occurred during his current or most recent status as an Active Participant; and
- (c) he is under age sixty-five (65); and
- (d) he meets the specific eligibility requirements of one of the subsections of Section 2 below.

A Totally and Permanently Disabled Participant is one who is determined, on the basis of satisfactory medical evidence, to have a physical or mental condition which has rendered him totally unable to engage in any regular occupation or employment for remuneration or profit and which condition is likely to be permanent and continuous during the remainder of his life; provided, however, that no Participant shall be deemed to be Totally and Permanently Disabled for the purpose of the Plan if his incapacity was contracted, suffered, or incurred while he was engaged in a felonious enterprise or resulted therefrom, or resulted from an intentionally self-inflicted injury, unless such an intentionally self-inflicted injury was induced by the Participant's mental illness.

The Trustees shall have the power to require any Participant claiming to be Totally and Permanently Disabled to be examined by a physician or a clinic chosen by the Trustees and to require him to submit such evidence as they may request, including copies of his annual income tax returns, W-2 forms, transcript of Social Security earnings record for the years in question, and such other information as, in their discretion, they deem appropriate; provided the Trustees may not require more frequent examinations than once in any six month period.

The Trustees shall have the power to require, at their discretion, that a Disabled Participant engage in such efforts at rehabilitation as the Trustees may require.

**Section 2 - Amount and Form of Benefit:** Upon approval by the Trustees of an application submitted to them on a form prescribed and furnished by them and accompanied by personal data required by them, a Disabled Participant shall be entitled to one of the following forms of benefits based on his Years of Service since he became a Participant, exclusive of any Years of Service accrued pursuant to Sections 3 or 4 of Article II, in accordance with the following:

- (a) if the Participant had less than five (5) Years of such Service and is entitled to monthly Disability Benefits under Social Security, he shall receive a single sum cash payment, payable as of the first day of the month following approval of his application, equal to the contributions made to the Fund in his behalf.

Receipt and acceptance of the single sum cash payment shall cancel the Participant's accumulated Future Service Credit and Years of Service (except as the Years of Service are used to determine Vesting Years pursuant to Article VII).

- (b) if the Participant had at least five (5) Years of such Service but less than ten (10) and is entitled to monthly Disability Benefits under Social Security, he shall be eligible to receive a Vested Benefit payable at age sixty-five (65) based on a percentage of his Accrued Benefit as described in Article VII.
- (c) if the Participant had at least ten (10) Years of such Service and is entitled to monthly Disability Benefits under Social Security, he shall be eligible to receive a monthly Disability Benefit equal to the greater of his Accrued Benefit or fifty dollars (\$50) payable for each month that he remains so disabled. Unless terminated for a reason set out in Section 4 of this Article, the Disability Benefit shall be payable during continued disability until the Disabled Participant has attained the age of sixty-five (65), when he shall thereupon begin receiving a Normal Retirement Benefit in the form elected by him subject to the conditions and restrictions set out in Articles IV and X, or the date as of which he is eligible and he elects to retire under the Early Retirement provisions of the Plan, when he shall thereupon begin receiving an Early Retirement Benefit in the form elected by him subject to the conditions and restrictions set out in Articles V and X.

Disability Benefits received pursuant to this Plan shall not be coordinated pursuant to Michigan Compiled Laws Annotated (MCLA) §418.354, if that provision is found to be applicable to this Plan, with any Workers' Disability Compensation Benefits to which the Disabled Participant may be or may become entitled.

**Section 3 - Commencement of Monthly Disability Benefits:** A Participant who meets the eligibility requirements for monthly Disability Benefits as set forth in Sections 1 and 2(c) of this Article VI shall, upon submission of an application to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, become entitled to receive a monthly Disability Benefit from the earlier of the first day of the month next following the date as of which his application is received by the Trustees or the date as of which his disability commenced as determined by the Social Security

Administration, provided he met all of the requirements of Sections 1 and 2(c) of this Article VI as of such earlier date. If, however, the application and personal data required are received by the Trustees prior to the fifteenth (15th) day of the month and the Participant otherwise meets said eligibility requirements, his monthly Disability Benefit shall commence as of the first day of that month. The Trustees may approve another date earlier than the date the Participant's application is received by them provided they determine that the delay in submitting such application was not due to the negligence of the Participant. The provisions of this Section shall not be administered in a discriminatory manner.

**Section 4 - Termination of Benefits:** In the event a Disabled Participant receiving monthly Disability Benefits ceases to be Totally and Permanently Disabled or if he engages in an occupation or employment (except for purposes of rehabilitation as determined by the Trustees) for remuneration or profit, which employment would be inconsistent with a finding of Total and Permanent Disability, or if the Trustees find on the basis of a medical examination that he has sufficiently recovered to return to work, or if he refuses to undergo a medical examination required by the Trustees or to submit evidence of a continuing Social Security Disability Award or to furnish the Trustees copies of his annual tax returns, W-2 forms and such other information as the Trustees may request, or to engage in such efforts at rehabilitation as the Trustees may require, or if the Plan no longer provides for Disability Benefits, his monthly Disability Benefits shall be terminated, in which case his further rights to benefits shall be governed in accordance with other applicable provisions of the Plan.

The Trustees shall have the sole and exclusive authority to modify, reduce or terminate all current and future Disability Benefits provided pursuant to this Article VI. Disability benefits are not a vested benefit.

## ARTICLE VII - VESTED BENEFIT

### **Section 1 - Eligibility for Vested Benefits:**

#### (a) **Vesting Years**

An Active Participant shall accrue a Vesting Year for each accumulated Year of Service.<sup>2/</sup> An Active or Inactive Participant shall also accrue a Vesting Year for each accumulated Year of Service for Contiguous Non-Covered Employment and for each accumulated Year of Service for Other Employment. No more than one Vesting Year may be accrued in any Plan Year.

#### (b) **Eligibility**

A Participant who becomes an Inactive Participant shall be eligible to receive a Vested Benefit provided:

- (i) he has, at the time he becomes an Inactive Participant, accumulated at least five (5) Vesting Years since he first became a Participant in the Plan; and
- (ii) he is not eligible for any other type of benefit under the Plan.

**Section 2 - Commencement of Benefit Payments:** Subject to his right to elect an earlier commencement date in accordance with later provisions of this Section 2, an Inactive Participant who meets the eligibility requirements for a Vested Benefit as set forth in Section 1 of this Article VII, upon submission of an application to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, shall become entitled to a monthly Vested Benefit commencing as of the first day of the month coincident with or next following the date as of which he attains age sixty-five (65) provided he is then retired. Distribution of such Benefit, in the absence of an earlier application by the Inactive Participant, shall commence no later than the first day of April following the calendar year in which the Inactive Participant reaches age seventy and one-half (70 ½).

An Inactive Participant who has at least ten (10) Years of Service and became inactive on or after September 1, 1984, or a Disabled Participant who is entitled to a Vested Benefit in accordance with Section 2(b) of Article VI and whose disability commenced on or after September 1, 1984, may elect to commence receiving his Vested Benefit on a reduced basis at any time after attaining age fifty-seven (57) provided he is then retired.

If a Participant is credited with Hours of Service as a result of work performed after the first day of April following the calendar year in which he reached age 70 ½ or after he has Retired, he shall be entitled to receive an additional monthly benefit effective the following January 1 based on those Hours of Service. Additional monthly benefits shall be payable each January 1 thereafter based on the Future Service Credit, if any, accrued during the immediately preceding calendar year. Each such additional monthly benefit payable under this Section shall be calculated in the same Form of Benefit in which the Retiree's monthly benefit is being paid and at the rate in effect on the January 1 as of which each separate additional monthly benefit is payable.

<sup>2/</sup>Because of the transition from the September 1 - August 31 Plan Year to the January 1 - December 31 Plan Year, an Active or Inactive Participant who failed to accrue a Year of Service during the Short Plan Year shall nevertheless accrue a Vesting Year for the Short Plan Year if he was credited with four hundred thirty-five (435) Hours of Work during the period September 1, 1994 through August 31, 1995.

**Section 3 - Computation of Benefit:** Subject to the form of benefit payment described in Section 2 of Article X, an Inactive Participant's monthly Vested Benefit shall be equal to a percentage of his Accrued Benefit computed in accordance with the provisions of Section 1 of Article III and based on the provisions of said Section as in effect on the date he became an Inactive Participant in accordance with the vesting schedule then in effect which, for those who are Active Participants or have an Hour of Service after January 1, 1999, shall be:

<b><u>Vesting Years Since Effective Date of Participation</u></b>	<b><u>Percentage of Accrued Benefit in Which Vested</u></b>
Less than 5 Years	0%
5 Years or More	100%

In the event an Inactive Participant who had at least ten (10) Years of Service or a Disabled Participant entitled to a Vested Benefit elects to have his Vested Benefit commence at a date prior to his attainment of age sixty-five (65), subject to the Form of Benefit payable described in Section 2 of Article X, his monthly Vested Benefit shall be reduced in accordance with the provisions of Section 3 of Article V the same as if he were to receive monthly Early Retirement Benefits.

If the Inactive Participant was a Participant as of September 1, 1976, and was a Participant in the Original Plan immediately prior thereto, with at least five (5) years of Continuous Service thereunder as of August 31, 1976, as that term was defined therein, he shall be entitled to receive the greater of the single sum Actuarial Equivalent of the Vested Benefit to which he would have been entitled under the vesting schedule and form of payment as in effect under the Original Plan on August 31, 1976, or the single sum Actuarial Equivalent of the Vested Benefit to which he is entitled pursuant to the provisions of this Article VII.

If the death of an Inactive Participant with a deferred monthly Vested Benefit occurs before he retires and receives monthly Retirement Benefits under the Plan, payments shall be made in accordance with the provisions of Article VIII or Article IX.

Subject to the provisions of Article X, an Inactive Participant whose Vested Benefit commences as of the first day of the month coincident with or next following the date as of which he attains age sixty-five (65), shall receive a monthly Vested Benefit computed in accordance with the provisions of Section 1 of Article III and based on the provisions of said Section as they were in effect on the date he became an Inactive Participant. The Vested Benefit shall be equal to the percentage of the Accrued Benefit in which the Inactive Participant is vested.

If the Inactive Participant does not commence receiving his Vested Benefit until after the first day of the month coincident with or next following the date on which he attains age sixty-five (65), the Straight Life Form of his benefit shall be the amount actuarially equivalent to the Vested Benefit to which he would have been entitled had he applied to receive payments on the first day of the month coincident with or next following the date on which he attained age sixty-five (65). The Trustees may establish reasonable rules to determine in the calculation required hereunder whether an Inactive Participant who initially Retires after he was first eligible to Retire under the Vested Benefit provisions described in Section 1 of this Article VII is actually entitled to an additional benefit and may require that he furnish evidence of his employment to determine whether any such employment may have invoked the Suspension of Benefit provisions of Section 7 of Article X hereof.

### **ARTICLE VIII - SURVIVING SPOUSE BENEFIT**

#### **Section 1 - Types of Surviving Spouse Benefits:**

- (a) **Immediate Surviving Spouse's Benefit:** Under an Immediate Surviving Spouse's Benefit, payments shall be made in monthly installments under the provisions of the 50% Qualified Joint and Survivor Form described in Section 2 of Article X computed as if the Participant had commenced receiving benefits under said Form immediately prior to his death. Such installments shall commence as of the first day of the month coincident with or next following the date of the Participant's death, but no monthly payments shall actually be paid until approved by the Trustees after an application is submitted to them by or on behalf of the Surviving Spouse on a form prescribed and furnished by them and accompanied by personal data required by them. Distribution of such Benefit shall, in the absence of an earlier application by the Surviving Spouse, commence no later than one (1) year after the date of the death of the Participant.
- (b) **Deferred Surviving Spouse's Benefit:** Under a Deferred Surviving Spouse's Benefit, benefits shall be payable in monthly installments commencing as of the first day as of which the Participant could have first started to receive Normal or Early Retirement Benefits or Deferred Vested Benefits had he lived based on his Years of Service as of the date of his death and the percentage of his Accrued Benefit in which he was vested as of the date of his death. Such monthly benefits shall be payable for life under the provisions of the 50% Qualified Joint and Survivor Form described in Section 2 of Article X computed as if the Participant had lived to the first date as of which he could have commenced receiving Normal or Early Retirement Benefits or Deferred Vested Benefits, applied therefor as of such date under said Form and died immediately thereafter. Such computation shall be based on the age the Participant would have been when benefits would first have become payable and the age the Surviving Spouse is as of such date.

- (c) **Single Sum Surviving Spouse's Benefit:** Under a Single Sum Surviving Spouse's Benefit, a single sum cash payment equal to the greater of the Death Benefit described in Section 3 of Article IX or the Actuarial Equivalent of the Deferred Surviving Spouse's Benefit described in (b) above shall be paid to the Surviving Spouse.

**Section 2 - Eligibility for Surviving Spouse Benefits:**

- (a) **For an Immediate Surviving Spouse's Benefit:** If upon the death of an Active Participant, a Disabled Participant receiving monthly Disability Benefits, or an Inactive Participant entitled to a Deferred Vested benefit, he is survived by a spouse to whom he had been legally married for at least one year at the time of his death, his Surviving Spouse shall be entitled to receive an Immediate Surviving Spouse's Benefit provided:
  - (i) the Participant had not yet received any Normal or Early Retirement Benefits or Vested Benefits from the Plan; and
  - (ii) the Participant was, at the time of his death, eligible to have commenced receiving a Normal or Early Retirement Benefit or a Deferred Vested Benefit had he applied therefor.
- (b) **For a Deferred Surviving Spouse's Benefit:** If, upon the death of an Active Participant who had become vested in a percentage of his Accrued Benefit, a Disabled Participant receiving monthly Disability Benefits, or an Inactive Participant entitled to a Deferred Vested Benefit, he is survived by a spouse to whom he had been legally married for at least one year at the time of his death and such Surviving Spouse is not entitled to the Immediate Surviving Spouse's Benefit described in (a) above, she may be entitled to a Deferred Surviving Spouse's Benefit provided she did not previously consent to the Participant's designation of a Beneficiary other than herself in accordance with the provisions of Section 4 of Article IX, which designation is still in effect. Such Benefit would be payable in lieu of any other benefits from the Plan.
- (c) **For a Single Sum Surviving Spouse's Benefit:** A Surviving Spouse who is eligible for a Deferred Surviving Spouse's Benefit shall have the option of receiving, in lieu of the Deferred Surviving Spouse's Benefit and any other benefits from the Plan, a Single Sum Surviving Spouse's Benefit. Notwithstanding the foregoing, if the Single Sum which would be payable hereunder is less than \$5,000, the Trustees shall automatically pay the Surviving Spouse's Benefit in a Single Sum.

**Section 3 - Election of Options:** The election of any option available under this Article VIII must be exercised within one hundred eighty (180) days of the date the Trustees have made available to the Surviving Spouse information as to the amounts available under the various Forms and the conditions under which such amounts may be received. The election of any option described in Section 2 above shall be irrevocable.

**ARTICLE IX - DEATH BENEFITS**

**Section 1 - Eligibility:** In the event of the death of an Active Participant, a Disabled Participant who was eligible for either a Deferred Vested Benefit or a monthly Disability Benefit, or an Inactive Participant entitled to a Deferred Vested Benefit, his Beneficiary(ies) shall be entitled to receive a Death Benefit provided:

- (a) the Deceased Participant had at least five (5) Years of Service since September 1, 1968, or if he had previously suffered a Permanent Break in Service, since his latest Permanent Break in Service; and
- (b) the Deceased Participant had not received any Normal or Early Retirement Benefits or Vested Benefits from the Plan; and
- (c) no Surviving Spouse Benefit is payable under the provisions of Article VIII hereof.

**Section 2 - Commencement of Benefit Payment:** If a Death Benefit is payable hereunder it shall be paid, upon approval by the Trustees, in a single sum as soon as feasible after the date an application is submitted to the Trustees by or on behalf of the Beneficiary(ies) on a form prescribed and furnished by them and accompanied by personal data required by them. Distribution of such benefit shall, in the absence of an earlier application, be paid no later than five (5) years after the death of the Participant.

**Section 3 - Computation of Benefit:** The single sum Death Benefit payable hereunder shall be a percentage of contributions made to the Fund on the Deceased Participant's behalf based upon the Deceased Participant's Years of Service after he became a Participant in accordance with the following schedule:

<b>Years of Service Since Becoming a Participant</b>	<b>Percentage of Contributions</b>
Less than 5 Years	0%
5 Years	50%
6 Years	60%
7 Years	70%
8 Years	80%
9 Years	90%
10 Years or more	100%

**Section 4 - Beneficiary(ies):** Every Participant upon whose death a single sum Death Benefit may be payable in accordance with the provisions of this Article IX may designate a Beneficiary or Beneficiaries subject to the following conditions:

- (a) If he has not been continuously married for at least one year, he may designate any person or persons he may so desire as his Beneficiary(ies) and may change that designation at any time by filing a written Change of Beneficiary on a form prescribed and furnished by the Trustees, which change shall be effective only if received in the Fund Office prior to the date of the Participant's or Retiree's death.
- (b) If he has been, or subsequently becomes, continuously married for a period of one year, his spouse may be entitled to the Surviving Spouse Benefit payable under Article VIII hereof and no Death Benefit shall be payable unless he has elected on or after the first day of the Plan Year in which he attains age thirty-five (35), to waive the Surviving Spouse Benefit, if any, which is payable before he applies for and is entitled to receive or receives monthly benefits from the Fund, and designated a Beneficiary or Beneficiaries other than his spouse, which election must be on a form prescribed and furnished by the Trustees, and his spouse has consented to that election and the designation of a Beneficiary or Beneficiaries other than herself, which consent must be on a form prescribed and furnished by the Trustees and executed before an authorized Fund Representative or a Notary Public.

The attempted designation by a Participant who has been continuously married for at least one year of someone other than his spouse without her consent, in accordance with the foregoing provisions of this Section 4, shall be null and void and the Death Benefit, if any, shall be paid as in the case where there is no designated Beneficiary.

The status of a Spouse as Beneficiary shall terminate immediately upon the entry of a judgment or decree of divorce between the Participant and his Spouse. The former Spouse shall be recognized as a Beneficiary following the entry of such judgment or decree only if designated by a Qualified Domestic Relations Order or if designated by the Participant as Beneficiary after the entry of the judgment or decree on a form prescribed and furnished by the Trustees.

Any election made hereunder to waive the Surviving Spouse Benefit may be revoked in writing at any time and any number of times during the period beginning on the first day of the Plan Year in which the Participant attains age thirty-five (35) and ending on the earlier of the Participant's retirement or death.

If there is no Surviving Spouse Benefit payable under the Plan and there is no designated Beneficiary, any Death Benefit payable under the Plan shall be paid in the following order of priority:

- (a) the Participant's surviving spouse,
- (b) any person designated by the Participant as beneficiary on forms supplied by the Michigan Electrical Employees' Health Care Fund,
- (c) any person designated by the Participant as beneficiary on forms supplied by the International Brotherhood of Electrical Workers' Death Benefit Fund,
- (d) the Participant's surviving children, in equal shares, or
- (e) the Participant's estate or 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 the Participant in accordance with MCL §§700.3983-700.3984.

## **ARTICLE X - FORM OF, SUSPENSION OF, TERMINATION OF, AND REINSTATEMENT OF BENEFITS**

**Section 1 - Straight Life Form of Benefits:** Whenever the applicable provisions of Articles IV, V or VII call for monthly payment of Normal, Early, or Vested Benefits, unless another Form of Benefit is payable in accordance with the provisions of Sections 2 or 3 of this Article X, the Benefit payable shall be paid in equal monthly installments throughout the remainder of the Retiree's lifetime, terminating with the payment due on the first day of the month in which his death occurs; but subject to the suspension or termination of said Benefits by application of the provisions of Section 7 of this Article X.

**Section 2 - Qualified Joint and Survivor Form:** If at the time an Active Participant's Early or Normal Retirement Benefits commence, or an Inactive Participant's monthly Vested Benefits commence, he is legally married, his benefits shall automatically be paid from that time on under a 50% Qualified Joint and Survivor Form unless he elects to waive that Form of Benefit and his spouse consents to that waiver. Any such waiver and any spousal consent thereto must be on a form prescribed and furnished by the Trustees and the execution of said consent must be witnessed by an authorized Fund representative or a Notary Public. Such waiver and consent must be executed within one hundred eighty (180) days prior to the date as of which monthly benefit payments are to commence and may be revoked at any time and any number of times, during that period. The Trustees shall provide the Participant with a written explanation of the 50% Qualified Joint and Survivor Form of Benefit, waiver and spousal consent and the relative values of the optional forms of benefit no less than thirty (30) days and no more than one hundred eighty (180) days before the date on which the first benefit becomes payable. Distribution of an optional form of benefit may begin less than thirty (30) days but no less than seven (7) days after the written explanation is given if the Participant elects, and his spouse consents, to waive the requirement that the written explanation be given at least thirty (30) days before the annuity starting date.

The one hundred eighty (180) day maximum time period for providing the written explanation shall not be considered violated merely because, due solely to administrative delay, distribution commences more than one hundred eighty (180) days after the written explanation is provided to the Participant.

The 50% Qualified Joint and Survivor Form shall provide the Retiree with a reduced monthly benefit for his remaining lifetime with 50% of such reduced benefit payable for the remainder of her life to his Surviving Spouse, if any. The amounts payable hereunder shall be the Actuarial Equivalent of the benefit otherwise payable based on the respective ages of the Retiree and his spouse at the time benefit payments commence. In the event, however, that the Retiree's spouse who was his spouse at the time benefit payments commenced should die before the Retiree and within twenty-four (24) months after the date as of which benefit payments commenced, the Retiree shall thereafter receive a monthly benefit for the remainder of his life equal to the monthly benefit he would have been receiving under the provisions of Section 1 of this Article X had his benefits been payable thereunder originally.

Subject to the provisions requiring a spousal consent to a waiver of the 50% Qualified Joint and Survivor Form, a Participant may, at any time prior to the actual commencement of his monthly benefits, elect or revoke a prior election of a form of benefit provided for in this Article X.

Once payments commence under the 50% Qualified Joint and Survivor Form, benefits thereunder shall only be paid to the Retiree and/or his Surviving Spouse who was his spouse at the time payments commenced.

**Section 3 - Optional Forms of Benefits:** In lieu of receiving monthly benefits pursuant to the provisions of Section 1 or 2 of this Article, whichever is applicable, a Participant retiring under the Normal or Early Retirement provisions of the Plan or an Inactive Participant whose monthly Vested Benefits are to commence may, at the time of making application for benefits, elect to receive his benefits under one of the optional forms described below. The benefits payable under any optional form shall be the Actuarial Equivalent of the Straight Life Form of benefits described in Section 1 of this Article:

- (a) **100% Qualified Joint and Survivor Option** - This form is the same as that described in Section 2 of this Article except that the benefit payable to the Surviving Spouse is 100% of the Retiree's reduced benefit.

In the event, however, that the Retiree's spouse who was his spouse at the time benefit payments commenced should die before the Retiree and within twenty-four (24) months after the date as of which benefit payments commenced, the Retiree shall thereafter receive a monthly benefit for the remainder of his life equal to the monthly benefit he would have been receiving under the provisions of Section 1 of this Article X had his benefits been payable thereunder originally.

- (b) **75% Joint and Survivor Option** - This form is the same as that described in Section 2 of this Article except that the benefit payable to the Surviving Spouse is 75% of the Retiree's reduced benefit.

In the event, however, that the Retiree's spouse who was his spouse at the time benefit payments commenced should die before the Retiree and within twenty-four (24) months after the date as of which benefit payments commenced, the Retiree shall thereafter receive a monthly benefit for the remainder of his life equal to the monthly benefit he would have been receiving under the provisions of Section 1 of this Article X had his benefits been payable thereunder originally.

- (c) **A Life-Ten Years Certain Option** - This form provides an amount Actuarially Equivalent to the Straight Life Form of Benefits described in Section 1 of this Article reduced to provide a benefit payable, should the Participant who has retired die after the first benefit becomes payable but before one hundred and twenty (120) monthly benefits have been paid, to a Beneficiary designated by the Participant at the time of retirement commencing the first day of the month following the Retiree's death and continuing until the number of payments made to the Retiree and to the Beneficiary combined is one hundred and twenty (120). If both the Retiree and the Beneficiary should die before a total of one hundred and twenty (120) monthly benefits has been paid, the commuted value of the remaining payments needed to reach one hundred and twenty (120) shall be paid in a lump sum to the estate of the later of the two to die, provided that claim therefor is made within twelve (12) months of the date of the second death.

**Section 4 - Retroactive Annuity Starting Date:** If it is determined that an administrative delay, error or omission on the part of any person engaged by the Fund with respect to determining eligibility for or the amount of the benefit, or in paying the benefit, delayed the commencement of benefit payments to a Participant, the Participant may affirmatively elect a retroactive annuity starting date which precedes the date on which the written explanation required by Article X, Section 2, was provided to the Participant and distribution may begin not less than 7 days after the explanation of the Qualified Joint and Survivor Annuity was provided to the Participant.

If the Participant so elects, he shall receive a make-up payment equal to any missed payment(s) for the period from the retroactive annuity starting date to the date of the actual make-up payment plus interest, calculated using the rate of interest on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue for the third calendar month preceding the first day of the Plan Year during which the actual make-up payment is made, from the date(s) of the missed payment(s).

The Participant's spouse, determined as of the date of the actual make-up payment, must, in addition to consenting to any election to waive the 50% Qualified Joint and Survivor Form, consent to the distribution based on the retroactive annuity starting date. Any such waiver and any spousal consent thereto must be made pursuant to Article X, Section 2, using the date of the make-up payment in place of the date as of which monthly benefit payments are to commence. Consent to the distribution

based on the retroactive annuity starting date is not required if the amount of the survivor annuity payable upon the death of the Participant is not less than the amount that the survivor annuity would have been under the same form of benefit if the Participant had not elected a retroactive annuity starting date.

If the person to whom the Participant was legally married on the retroactive annuity starting date is no longer his legal spouse on the date of the actual make-up payment, consent of the former spouse to the retroactive annuity starting date and to the waiver of the Qualified Joint and Survivor Annuity is not required, unless otherwise required under a Qualified Domestic Relations Order.

Benefit payments and calculations will be made as required by Section 417 of the Internal Revenue Code and the rules and regulations applicable thereto at any time of reference or by subsequent applicable Federal legislation and in accordance with the form of benefit elected by the Participant.

**Section 5 - Remedy for Delayed Payments:** The Trustees may remedy a delay in the payment of any benefit under the terms of the Plan if it is determined that it resulted from an administrative delay, error or omission on the part of any person engaged by the Fund with respect to determining eligibility for or the amount of the benefit, or in paying the benefit. The remedy shall be a make-up payment equal to the missed payment(s) plus interest, calculated using the rate of interest on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue for the third calendar month preceding the first day of the Plan Year during which the actual make-up payment is made, from the date(s) of the missed payment(s), provided that the Fund Office determines that the Participant, Alternate Payee, or Beneficiary was otherwise eligible for the benefit as of the date of the first delayed payment.

**Section 6 - Return to Employment:**

- (a) If an Inactive Participant, who has not terminated participation by receiving a single sum Disability Benefit pursuant to Article VI, Section 2(a), resumes employment as an Employee covered by this Plan, he shall again become an Active Participant, retroactive to the date upon which he resumed employment, when he has been credited with five hundred (500) Hours of Service in an Eligibility Computation Period.
- (b) Former Participant who has terminated participation by receiving a single sum Disability Benefit pursuant to Article VI, Section 2(a), resumes employment as an Employee covered by this Plan, he shall again become an Active Participant retroactive to the date upon which he resumed employment, when, within an Eligibility Computation Period, he has been credited with five hundred (500) Hours of Service. If, however, the Former Participant chooses to repay to the Fund the amount of the single sum Disability Benefit payment received by him with interest at five percent (5%) compounded annually from the date such payment was made until the date of repayment, then the Future Service Credit and Years of Service previously cancelled shall be reinstated, provided that repayment is made prior to the earlier of (a) 5 years after the date on which the Participant resumed employment or (b) the end of the fifth consecutive Break in Service Year accumulated by the Participant after he initially terminated participation.

**Section 7 - Suspension of Benefits:** A Retiree receiving monthly benefits under the Plan shall have his monthly benefits suspended for any period prior to the first day of April following the calendar year in which he reaches age seventy and one-half (70 ½) if he meets all of the following conditions:

- (a) he has become actively employed by an Employer, by any other employer, or self-employed, for at least forty (40) hours in any calendar month or for at least forty (40) hours in the payroll periods falling within a calendar month. Such hours shall include hours for which the Retiree is paid or entitled to payment for performance of duties as well as hours for which he is paid or entitled to payment on account of a period of time for which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military leave or leave of absence.
- (b) such employment is in the same industry as the type of business activity engaged in by any Employer who was an Employer at the time the Retiree first received his monthly benefits (or would have received his monthly benefits had he not remained in or returned to an employed status).
- (c) such employment is in the same trade or craft in which the Retiree was employed at any time while participating in the Plan and includes any supervisory or managerial activity which is reasonably related to the underlying skills associated with the trade or craft for which the Retiree was trained or in which he acquired his work experience.
- (d) such employment is within the State of Michigan or within the jurisdiction of any Local Union of the I.B.E.W. having any jurisdiction within the State of Michigan, including I.B.E.W. Locals 8 (Toledo), 153 (South Bend), 158 (Green Bay), and 219 (Iron Mountain).

A Retiree who intends to return to employment as described above must notify the Trustees in advance on a form prescribed and furnished by them of his intent to do so and must again notify the Trustees on a form prescribed and furnished by them when he no longer meets all four (4) of the conditions set forth above so that payment of his monthly benefits may be resumed. Should a Retiree who returns to employment without notifying the Trustees of his intent to do so be discovered working on

a job, the Trustees may presume that he has been reemployed under the four (4) conditions set forth above for the entire period that his employer has been working on that particular jobsite and suspend his monthly benefits for such period. This presumption shall be rebuttable but it shall be the responsibility of the Retiree to submit evidence to rebut said presumption.

When a Retiree who has had his monthly benefits suspended notifies the Trustees that he no longer meets all four (4) conditions set forth above, he shall again start receiving his monthly benefits no later than the first day of the third calendar month after the calendar month in which such notification is given. When monthly benefit payments are resumed, the first monthly payment shall include payments for any months for which benefits were suspended when the Retiree did not meet all of the four (4) conditions set forth above, less any offset or recoupment which the Trustees are permitted to impose by applicable regulations.

In the event a Retiree receives monthly Benefits for any period of time for which he is not entitled because of the provisions of this Section 7, the Trustees shall recoup any overpayments as quickly as they are permitted to do so by applicable regulations.

The Trustees shall adopt such other reporting and related procedures as they deem necessary to police the provisions of this Section 7 and shall notify all Retirees receiving monthly Benefits from the Fund of the provisions of this Section 7 and of all other procedures adopted by the Trustees to give effect thereto.

When a Retiree who has had his monthly benefits suspended again retires, he shall be entitled upon application to resume receiving retirement benefits in the same amount to which he was entitled and in the form which he elected when he first retired (except for any recoupment of overpayments) unless there has been a general improvement in Plan benefits to which he would have been entitled had he not returned to work. Early Retirement Supplemental Benefits, if any, shall resume in the same amount the Retiree was receiving prior to his return to work unless the Retiree attained age sixty-two (62) before the date as of which his monthly benefits are resumed.

Additional monthly benefits shall be payable each January 1 based on the Future Service Benefit Credit accrued by the Retiree during the immediately preceding calendar year, unless his monthly benefits are suspended on that date, in which case they shall be payable when payment of his monthly benefits is resumed. Each such additional benefit payable under this Section shall be calculated in the same Form of Benefit in which the Retiree's monthly benefit is being paid and at the rate in effect on the January 1 as of which each additional benefit is paid.

## ARTICLE XI - PARTICIPATION UNDER ORIGINAL PLAN

**Section 1 - Protection of Rights:** In the event a Participant who was a Participant in the Plan as of September 1, 1976, in accordance with the provisions of Section 1 of Article II, and was, as of August 31, 1976, eligible to receive benefits under the provisions of the Original Plan as they were in effect as of that date, becomes or remains eligible for benefits under the Plan, the benefit which he shall receive shall not be less than the benefit to which he was entitled under the Original Plan as of August 31, 1976.

## ARTICLE XII - MISCELLANEOUS PROVISIONS

**Section 1 - Limitation of Rights to Benefits:** No Former, Disabled, Active, Inactive, or Retired Participant, Spouse, Beneficiary, alternate payee, or any person claiming by or through any such person, shall have any right, interest, or title to any benefits under the Trust Agreement, the Plan, or the Fund, except as such right, interest, or title shall have been specifically granted pursuant to the terms of said Plan.

**Section 2 - Non-Alienation of Benefits:** Except as may be required to comply with Qualified Domestic Relations Orders under the provisions of the Retirement Equity Act of 1984, no benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No benefit nor the Fund shall, in any manner, be liable for or subject to the debts or liability of any person entitled to any benefits. If a person entitled to benefits shall attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber his benefits under this Plan or any part thereof, or if by reason of his bankruptcy or other event happening at any such time, such benefits would devolve upon anyone else or would not be enjoyed by him, or in the event of his legal disability or his inability to care for his affairs, the Trustees, in their discretion, may terminate his interest in any such benefit and hold or apply it to or for the benefit of such person, his spouse, dependent children, or any of them, in such manner as the Trustees may deem proper.

Should a copy of a Domestic Relations Order be filed with the Trustees, the Trustees shall take whatever steps are required to determine whether such an Order is "Qualified" as described in the Retirement Equity Act of 1984 and the regulations issued thereunder. Once such a determination is made, the Trustees shall notify the Participant and the alternate payee(s) of such determination and, if such Order is Qualified, honor same in determining the rights of the Participant and such alternate payee(s) to benefits under the Plan.

Notwithstanding the preceding, a Disabled Participant or Retiree may authorize the Fund to pay any portion of his benefits to any organization which provides him with health benefits and/or to the I.B.E.W. Committee on Political Education. Any

such authorization is revocable at any time by the Disabled Participant or Retiree and must be made and revoked on forms provided by the Fund. Any such assignment or revocation shall be effective on the first day of the month next following the month in which the assignment or revocation is received by the Fund.

**Section 3 - Incompetent Payees:** In the event that the Trustees determine that a payee is mentally or physically unable to give valid receipt for any benefit due to him under the Plan, such payment may, unless claim shall have been made therefor by a legally appointed guardian, committee, or other legal representative, be paid to any person or institution then in the judgment of the Trustees providing for the care and maintenance of such payee. Any such payment shall be a payment for the account of the person involved and shall be a complete discharge of any liability of the Plan or the Trustees therefor.

**Section 4 - Facility of Payment:** If, when benefits first become payable under the Plan, the lump sum Actuarial Equivalent of the monthly benefit payable to anyone entitled to benefits hereunder is less than \$5,000, the benefit shall be paid as a lump sum cash payment in lieu of all benefits otherwise payable. When a monthly retirement benefit is being continued for a certain period of time to the estate of a Deceased Participant, as opposed to a living person, the Trustees may determine the commuted value of the remaining payments and pay such value in a single sum to the estate.

**Section 5 - Time Requirements for Applications:** No Benefits shall be paid unless application therefor is made to the Trustees as provided for in other Sections and Articles of the Plan or unless specifically provided for in other Sections and Articles of the Plan.

**Section 6 - Unclaimed Benefits:** Once benefit payments commence, if any benefit payment is unclaimed or uncashed for a period of four (4) years, it shall revert to, and again become part of, the Fund; provided that any such forfeited amount shall be reinstated upon application therefor by the Participant, his Surviving Spouse, or Beneficiary entitled thereto.

**Section 7 - Right to Rely on Information Provided:** The Trustees shall, in the absence of contrary evidence presented to them, have the right in administering the Plan to rely upon information provided to them by the Union, the Association, Employers, Employees, Participants, Former Participants, Beneficiaries and alternate payees. Neither they nor the Fund shall be liable for good faith reliance thereon.

**Section 8 - Eligible Rollover Distributions:** Benefits payable as a lump sum to a Participant, a Surviving Spouse, a former spouse designated by a Qualified Domestic Relations Order as an alternate payee and/or a surviving spouse, or a non-spouse Beneficiary, are, pursuant to Section 401(a)(31) of the Internal Revenue Code, eligible rollover distributions.

At the option of each such recipient, all or a portion of the lump sum benefit may be paid as a direct rollover subject to the following:

- (a) the benefit amount is \$200 or more,
- (b) if only a portion of the benefit is to be rolled over, that portion is not less than \$500,
- (c) the benefit, if payable to a Participant, Surviving Spouse, or spouse or former spouse designated as an alternate payee by a Qualified Domestic Relations Order is paid to a Section 401(a) qualified plan or a Section 457 plan which accepts rollovers, to an individual retirement account or annuity (IRA), to a Section 403(a) qualified annuity, to a Section 403(b) tax-sheltered annuity; or to a Section 402A Roth IRA,
- (d) the direct rollover elected by a non-spouse Beneficiary is paid to an individual retirement account or annuity (IRA) or to a Section 402A Roth IRA that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA, and
- (e) the election to have the benefit rolled over is made in writing on a form prescribed and furnished by the Trustees and in accordance with procedures adopted by the Trustees.

The portion of a lump sum benefit required under the minimum distribution rule of Section 401(a)(9) of the Internal Revenue Code is not an eligible rollover distribution.

**Section 9 - IRC Section 401(a)(9):** The Fund shall pay benefits in accordance with the terms of this Plan and with Section 401(a)(9) of the Internal Revenue Code and the regulations, specifically Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, applicable thereto at any time of reference. If any provision of this Plan is inconsistent with Section 401(a)(9) and the regulations, revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, that Section and the regulations, revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, will control the manner and form in which benefits are paid.

## **ARTICLE XIII - ADMINISTRATION OF THE PLAN**

**Section 1 - Responsibility:** The Plan shall be administered solely by the Trustees and employees or agents of the Trustees, acting for them as authorized, and the decisions of the Trustees in all matters pertaining to the administration of the Plan shall be final. The Trustees shall make such rules and prescribe such procedures for the administration of the Plan as they shall deem necessary and reasonable.

## **Section 2 - Claims Procedures and Statute of Limitations:**

If a claim under the Plan has been denied, in whole or in part, the claimant is entitled, either in person or by his duly authorized representative, to:

- (a) request, in writing, a review of the claim by the Trustees. Where written notice of denial was given to the claimant, the claimant must submit the request for review of the claim within sixty (60) days after claimant received that notice (180 days in the case of a claim relating to benefits payable due to disability);
- (b) review pertinent documents relating to the denial; and
- (c) submit issues and comments in writing.

The Trustees shall review the claim promptly and render their final decision not later than five (5) days after the Trustees' meeting next occurring after the appeal was received, unless the appeal was received within 30 days prior to the next meeting, in which case the response must be provided to the claimant five (5) days after the second Trustees' meeting. These periods may, under special circumstances, be extended to, at the latest, five (5) days after the third Trustees' meeting after receipt of the request, but the claimant must be notified of this within the unextended time period. The final decision of the Trustees shall be in writing, give specific reasons for the decision and make specific references to the pertinent Plan provisions on which the decision is based.

Any action in law or equity brought by a participant or beneficiary against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of the foregoing under or relating to this Plan shall be barred unless the complaint is filed within three years after the right of action therefore accrues, or any shorter period established by relevant statute, regulation or case law.

**Section 3 - Right to Data:** The Trustees shall have the right to require, as a condition precedent to the payment of any benefits under the Plan, all information which they reasonably deem necessary, including, but not limited to, records of employment, proof of dates of birth and death, evidence of existence, and no benefit dependent in any way upon such information shall be payable unless and until such information so required shall be furnished. Such evidence shall be furnished by the Union, Employers, and Former, Disabled, Active, Inactive, or Retired Participants, alternate payees, or persons claiming under or through them.

**Section 4 - Records and Reports:** The Trustees shall exercise such authority and responsibility as they deem appropriate in order to comply with ERISA and governmental regulations issued thereunder relating to records of Participants and their respective status under the Plan and shall issue notifications to Participants, and file an annual report with the Employee Benefits Security Administration of the United States Department of Labor. In addition, the Trustees shall respond to all reasonable requests for information received from Participants entitled to benefits hereunder.

**Section 5 - Reciprocal Agreements:** The Trustees may enter into agreements with Trustees of other pension funds for the recognition of credit and/or exchange of contributions for the protection of Employees who may periodically work in other areas and the protection of Employees from other areas who may periodically work within the area covered by this Fund. Decisions of the Trustees as to the interpretation and application of any such reciprocal agreement shall be final.

## **ARTICLE XIV - FINANCING OF PLAN**

**Section 1 - Contributions:** Contributions to the Trust Fund shall be made only by Employers which are a party to a Pension Agreement providing for such contributions. Contributions on behalf of an individual proprietor or partner in an Employer partnership shall not be permitted or accepted by the Trust Fund. Contributions on behalf of a shareholder of a corporate Employer shall be permitted only under such terms and conditions as the Trustees may prescribe.

**Section 2 - No Reversion of Contributions:** No employer shall have any right, title, or interest in the contributions made by it to the Fund and no part of the Fund shall revert to any such employer except in the case of an error in the remission of such contributions and then only as may be permitted by ERISA.

**Section 3 - Limitation of Benefits:** The benefits of the Plan shall only be such as can be provided by the assets of the Fund and, except as may be required under ERISA, there shall be no liability or obligation on the part of any Employer to make any further contributions to the Fund in the event of termination of the Plan.

**Section 4 - Actuarial Valuations:** The benefits under the Plan and the rules governing eligibility therefor have been adopted by the Trustees on the basis of periodic actuarial valuations made by an Enrolled Actuary engaged by them. The Trustees shall have periodic re-valuations performed at least as frequently as required by ERISA; however, it is recognized that the actual experience of the Fund may differ from the assumed experience from time to time and that, if required to meet the funding requirements of ERISA, the Trustees may amend the Plan to decrease benefit amounts and may, if actual experience is more favorable than assumed experience, increase benefit amounts or reduce eligibility requirements to qualify therefor.

## ARTICLE XV - EMPLOYER WITHDRAWAL LIABILITY

Employer withdrawal liability, if any, shall be computed under the basic presumptive method as provided in Section 4211(b) of the Employee Retirement Income Security Act, as amended (ERISA).

Disputes between the Fund and an Employer concerning withdrawal liability shall, if not satisfactorily resolved by the parties, be submitted to arbitration under Section 4221 of ERISA and the Pension Benefit Guaranty Corporation's Final Regulations on Arbitration of Disputes in Multiemployer Plans, 29 CFR Part 4221.

## ARTICLE XVI - AMENDMENT, MERGER, OR TERMINATION

**Section 1 - Right to Amend:** Any amendment to this Plan may be made at any time by majority action of the Trustees and may be made retroactively in order to qualify and maintain this Plan as a "Qualified Plan" and Trust under applicable provisions of the United States Internal Revenue Code and ERISA. Unless required by law, no amendment of the benefits payable under this Plan shall be made except upon the advice and counsel of an Enrolled Actuary or actuarial firm engaged by the Trustees, and unless required or permitted by law, no such amendment shall operate to reduce the benefits of anyone entitled thereto at the time of such amendment.

Amendments pursuant to Section 412(c)(8) of the Internal Revenue Code and Section 302(c)(8) of ERISA, to be effective for a Plan Year, shall be adopted no later than two (2) years after the close of the Plan Year, and if such amendment reduces the Accrued Benefit of an Employee, the same shall not be effective unless approved by the Secretary of Labor, or unless the Secretary of Labor fails to take action disapproving the amendment within ninety (90) days of receipt of notice of such amendment.

Notwithstanding the foregoing paragraphs in this section, any amendment to this 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.

**Section 2 - Mergers or Consolidations:** Any merger or consolidation of this Plan with, or any transfer of assets or liabilities of this Plan to or from, any other plan of deferred compensation shall be permitted only if such other plan is a qualified plan and if each Employee or Beneficiary will receive a benefit immediately after the merger, consolidation or transfer of assets or liabilities which if the Plan then terminated is equal to or greater than the benefit he would receive if the Plan terminated immediately before such merger, consolidation or transfer.

**Section 3 - Termination:** This Pension Plan shall terminate upon the happening of any one or more of the following events:

- (a) In the event the Plan shall be, in the opinion of the Trustees, based on the advice of an Enrolled Actuary, inadequate to carry out the intent and purpose of the Agreement and Declaration of Trust creating the Plan, or meet the payments due or to become due under the Plan to persons already drawing benefits.
- (b) In the event there are no individuals living who can qualify for benefits hereunder.
- (c) In the event of termination by unanimous action of the Union, the Employers and the Trustees.
- (d) Upon action taken by the Pension Benefit Guaranty Corporation pursuant to provisions of Section 4042(a) of ERISA or by action taken by any other governmental agency authorized to so act.

**Section 4 - Procedures in Event in Termination:** In the event of termination, the Trustees shall:

- (a) Make provision out of the Pension Fund for the payment of any and all obligations of the Plan and Trust; including expenses incurred up to the date of termination of the Plan and the expenses incidental to such termination.
- (b) Arrange for a final audit and report of their transactions and accounts, for the purpose of termination of their Trusteeship.
- (c) Give any notice and prepare and file any report which may be required by law.

Any remaining assets of the Plan shall be allocated in accordance with the priorities established in Title IV, Section 4044, ERISA (or any successor statutory provision) and any applicable regulations of the Pension Benefit Guaranty Corporation. In such event, the rights of anyone to benefits accrued to the date of such termination or partial termination, to the extent funded as of such date, shall be non-forfeitable.

Subject to the provisions of Section 4044, ERISA, the amounts to be paid to each person interested in the Trust Fund and the manner of payments shall be determined by the Trustees. Having computed the value of the interest of such person, the Trustees shall provide such benefits either through the continuation of any Trust Fund hereunder or through the purchase of annuity contracts or both or proceed to liquidate the Trust Fund and to distribute the net balance thereof to the persons interested therein in proportion to the values of their respective interests, or partially by one method and partially by another. Such distributions may be in cash, securities, or property, or in the form of annuity contracts providing benefits of the same general character (but not necessarily in the same amount) as those to which the interested persons would have been entitled had this Plan not been discontinued, or partially by one method and partially by another, as the Trustees shall determine.

**MICHIGAN ELECTRICAL EMPLOYEES' PENSION FUND  
APPENDIX A TO PENSION PLAN**

(As in Effect April 1, 2010)

Effective Dates of Participation of Participating Locals:

<u>Local Union</u>	<u>Division</u>	<u>Effective Date of Participation</u>
Local #107*	Inside Wireman Motor Shop Residential Wiring	June 1, 1973 May 1, 1975 September 1, 1977
*Merged into Local #275 effective July 1, 1996.		
Local #275	Inside Wireman Motor Shop Residential Wiring Stock Room	November 1, 1972 September 1, 1973 June 1, 1973 December 1, 1979
Local #498	Inside Wireman Residential Wiring	November 1, 1972 November 1, 1972
Local #557	Inside Wireman Residential Wiring Sound & Communication	July 1, 1964 March 1, 1972 May 1, 1969
Local #665	Inside Wireman Motor Shop Residential Wiring Sound & Communication	July 1, 1964 March 1, 1966 March 1, 1972 June 1, 1969
Local #692	*Inside Wireman Motor Shop Multi-maintenance *Residential Wiring Sign Sound & Communication	May 1, 1966 May 1, 1966 February 1, 1974 November 1, 1972 May 1, 1966 November 1, 1972
	*Participants of former Local #1232	November 1, 1972
Local #948	Inside Wireman Residential Wiring Sound & Communication	May 1, 1967 December 1, 1976 June 1, 1970

**APPENDIX B  
EMPLOYER CONTRIBUTIONS THAT ARE NOT CREDITED**

Effective July 1, 2009, the 10.3% increase in the hourly Employer Contribution for each Hour of Work performed on and after June 1, 2009, including Employer Contributions transferred to the Fund through the operation of reciprocity agreements with other qualified pension plans for Hours of Work performed on and after June 1, 2009, shall not be used in the calculation of Future Service Benefit Credit and benefit accrual.