

SOUTHERN CALIFORNIA IBEW-NECA PENSION PLAN
PLAN DOCUMENT

(As Amended and Restated Effective January 1, 2026)

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INTRODUCTION

The Southern California IBEW NECA Pension Plan (the “Plan”) was most recently amended and restated effective January 1, 2015.

The Plan is hereby amended and restated effective January 1, 2026, or as otherwise indicated herein.

The rights and benefits of Participants, Beneficiaries, Pensioners and Alternate Payees who retire prior to January 1, 2026 and the rights and benefits, if any, for periods prior to January 1, 2026 shall be determined in accordance with the prior provisions of the Plan, unless otherwise provided in the Plan or in any amendment thereto.

ARTICLE 1

DEFINITIONS OF TERMS USED IN THE PLAN

Sections 1.1 through 1.8 define terms by reference to the Trust Agreement.

1.1 “Association” has the same meaning as in the Trust Agreement and includes the Los Angeles County Chapter of the National Electrical Contractors Association, Orange County Chapter of the National Electrical Contractors Association, and Southern Sierras Chapter of the National Electrical Contractors Association.

1.2 “Contribution Agreement” means any Contribution Agreement or other written agreement as specified in the Trust Agreement approved by the Trustees, which requires payments to the Trust Fund on behalf of employees.

1.3 “Covered Employee” means an Employee as defined in the Trust Agreement, including any person performing work under a Collective Bargaining Agreement and employed by an “Employer,” and such other persons as the Trustees may hereinafter designate as “Employees” for the purpose of the Trust Agreement, provided that any such designation does not jeopardize or adversely affect the tax-exempt status of the “Plan,” including a special Employee (except where expressly excluded in the Plan) and employees of an Employer who adopts the Plan, with the consent of the Trustees. No self-employed person, sole proprietor, owner, operator, partner, or “Employer,” unless employed by a corporation, shall be a “Covered Employee” hereunder.

1.4 “Employer” has the same meaning as in the Trust Agreement, which is any present or future member of an “Association,” and any contractor who is or becomes signatory to a Collective Bargaining Agreement. The term “Employer” shall also include the “Unions” and the “Associations” that may, at the discretion of the Trustees, make contributions to the Trust or those Employers who adopt the Plan with the consent of the Trustees.

“Employer” also means any employer who does in fact make one or more contributions to the Plan or who is the employer of employees admitted pursuant to the provisions of the Trust Agreement. The term “Employer” also includes any Union that makes contributions to the Plan on behalf of its employees, provided that the inclusion of said Union(s) is not a violation of any existing law or regulation. The term “Employer” also includes any of the employers who make contributions to the Plan on behalf of their employees pursuant to regulations adopted by the Trustees.

An Employer shall not be deemed a contributing employer simply because it is part of a controlled group of corporations (within the meaning of Code section 1563(a), determined without regard to Code section 1563(a)(4) and (e)(3)(C), or of a trade or business under common control within the meaning of Code section 414(c)), some other part of which is a contributing employer.

For purposes of identifying Highly Compensated Employees and applying the rules on participation, vesting and statutory limits on benefits under the Plan but not for determining Covered Employment, the term “Employer” includes all members of an affiliated service group

with the Employer within the meaning of Code section 414(m) and all other businesses aggregated with the Employer under Code section 414(b).

1.5 “Trust” means the Trust created and established under the Trust Agreement.

1.6 “Trust Agreement” means the Agreement and Declaration of Trust of the Southern California IBEW-NECA Pension Plan, executed October 1, 2001, and any amendments, modifications and successors thereto.

1.7 “Trustees” means the Board of Trustees designated and acting under the Trust Agreement.

1.8 “Union” means Local Union No. 11, International Brotherhood of Electrical Workers, Local Union No. 440, International Brotherhood of Electrical Workers, Local Union No. 441, International Brotherhood of Electrical Workers, and Local Union No. 477, International Brotherhood of Electrical Workers, for and on behalf of themselves and any Local Union affiliated with the International Brotherhood of Electrical Workers in the future permitted to participate in this Trust as set forth in the Trust Agreement.

Sections 1.9 through 1.52 define terms used in the Plan:

1.9 “Actuarial Equivalent” means the dollar value on any specified date computed based on appropriate actuarial assumptions used in the most recent actuarial valuation unless otherwise set forth in an appendix to this Plan.

1.10 “Alternate Payee” means a person designated in a Domestic Relations Order or a Qualified Domestic Relations Order to receive all or a portion of the Participant’s benefits under the Plan, as permitted under applicable provisions of ERISA, the Code and regulations issued thereunder.

1.11 “Annuity Starting Date” means the first day of the first calendar month starting after the Participant’s selected Retirement date that follows fulfillment of all of the conditions for entitlement to benefits and after the later of:

(a) the first day of the month after submission by the Participant of a completed application for benefits, or

(b) 30 days after the Plan advises the Participant of the available benefit payment options, unless

(1) the benefit is being paid as a Joint and Survivor Pension at or after the Participant’s Normal Retirement Age, or

(2) The Participant and Spouse (if any) consent in writing to the commencement of payments before the end of that 30-day period.

The Annuity Starting Date shall not be later than the Participant’s Required Beginning Date.

The Annuity Starting Date for a Beneficiary or Alternate Payee designated under a Qualified Domestic Relations Order shall be determined under this Section 1.11, except that references to the Joint and Survivor Pension and spousal consent do not apply. An Alternate Payee shall be treated as a surviving Spouse to the extent required under a Qualified Domestic Relations Order and the extent required by applicable law.

A Participant who retires before his Normal Retirement Age and then earns additional benefit accruals under the Plan through reemployment shall have a separate Annuity Starting Date determined under this Section 1.11 with respect to those additional accruals, including the election of any benefit payment options available under the Plan, except that an Annuity Starting Date that is on or after Normal Retirement Age shall apply for any additional benefits accrued through reemployment after that date.

1.12 “Applicable Interest Rate” means the segment interest rates as determined under Code section 417(e)(3)(C) for the April preceding the Plan Year in which the completed application is received.

1.13 “Applicable Mortality Table” means the table prescribed in Rev. Rul. 2001-62, notwithstanding any other Plan provisions to the contrary and for purposes of adjusting any benefit or limitation under Code section 415(b)(2)(B), (C), or (D) and for purposes of satisfying the requirements of Code section 417(e). For completed applications received in the Administrative Office on or after July 1, 2008 for purposes of Code section 417(e) (but not for purposes of Code section 415(b)(2)(B), (C), or (D)), the “Applicable Mortality Table” means the mortality table for the Plan Year under subsection (A) of Code section 430(h)(3) (without regard to subsection (C) or (D) of Code section 430(h)(3)).

1.14 “Beneficiary” means the person(s) designated, affirmatively or by default, pursuant to Section 8.5.

1.15 “Break-in-Service” (formerly referred to as “Grace Period”) means a period following the date on which a Covered Employee becomes an Active Participant and prior to his Normal Retirement Date during which the Active Participant fails to work at least 375 Covered Hours in each year of two consecutive Plan Years.

1.16 “Code” means the Internal Revenue Code of 1986, as amended.

1.17 “Compensation” means Compensation as defined in Section 15.1(b)(4) of the Plan.

1.18 “Covered Employment” means employment with an Employer in a position subject to a Contribution Agreement.

1.19 “Covered Hour” means each hour for which a Covered Employee is paid, or is entitled to payment, for the performance of duties, or on account of a period during which no duties are performed (irrespective of whether the employment relationship has terminated), or for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The number of Covered Hours to be credited for periods during which the Covered Employee performs no duties and the credit of Covered Hours to specific Plan Years shall be determined by

the Trustees in accordance with subsections (b) and (c) of Department of Labor Regulations section 2530.200b-2.

1.20 “Credited Future Service” means the sum of a Participant’s “Future Service Credits.” A Participant shall be credited with a “Future Service Credit” of 1/1500th of one year for each Covered Hour rendered after his Employee Contribution Date.

A Participant shall receive Credited Future Service for military service during a period described in Appendix III and covered by applicable federal law governing veteran’s reemployment rights, provided that:

- (a) Such service is military absence described in Section 1.47(b),
- (b) The Participant entered military service within 120 days of leaving Covered Employment or a period of employment covered as Past Service under the Plan, and
- (c) Such service is rendered subsequent to the Participant’s local union entry date.

Credited Future Service shall be credited for military service at the greater of 125 hours per month for each complete month of military service or the average monthly hours worked in the 12 months prior to the Participant’s commencement of military service, and eight hours per day (but not more than 125 hours) for any additional fraction of a month.

1.21 “Credited Past Service” means the sum of a Participant’s Past Service Credits.

(a) A Participant, other than a Special Employee, shall be entitled to Past Service Credits, provided his Employee Contribution Date occurs between his local union’s entry date and the last day of the second complete Plan Year following his local union’s entry date. The dates of entry into the Plan for each local union are:

- (1) July 1, 1964 for Local 11;
- (2) March 6, 1967 for Local 477;
- (3) January 1, 1971 for Local 440.
- (4) March 1, 1971 for Local 441;
- (5) July 1, 1971 for Local 447;

(b) The local union’s entry date applicable to a Participant shall be the date specified for the local union that represented the Participant on his Employee Contribution Date. However, a Participant who does not meet the above requirements shall nevertheless be entitled to Past Service Credits if such Participant was in any of the following categories between his local union’s entry date and the last day of the second complete Plan Year following said date:

- (1) An officer or staff employee of the Union;

- (2) A regular full-time Employee of an Employer in the electrical contracting industry, within the collective bargaining area of the Union;
- (3) In military service, provided that the Participant returns to Covered Employment or makes himself available for work by registering with the Union within 120 days after his discharge from military service. The Participant should promptly provide notice of such military absence to the Administrative Office upon his return to Covered Employment or registration with the Union for dispatch;
- (4) Disabled, as approved by the Trustees; and
- (5) A qualified journeyman electrician who is determined by the Trustees to have been employed in the geographic area covered by the Plan in a capacity that enhanced or advanced the electrical contracting industry.

(c) A Participant entitled to Past Service Credit shall be credited with one-quarter of one year's Past Service Credit for each calendar quarter of employment if such employment was or would have been Covered Employment had a Contribution Agreement been in effect at such time. Past Service shall be credited for employment that was rendered by such Participant from January 1, 1942 to his local union's entry date. For purposes of determining benefits under the Plan, a Participant is entitled to Past Service Credits for periods of military service described in (b) above, provided:

- (1) Such service was rendered prior to the Participant's local union's entry date,
- (2) The Participant entered military service within 120 days of leaving employment credited as Past Service under the Plan, and
- (3) The period of the Participant's military service is described in Appendix III and covered by applicable federal law governing veterans' reemployment rights.

Past Service shall be credited up to a maximum of 15 years of Credited Past Service.

1.22 "Credited Vesting Service Years" means the total number of Vesting Service Years completed by the Participant that have not been forfeited as provided in Section 2.1(c). A Participant who dies while performing qualified military service (as defined in Code section 414(u)) shall receive Vesting Service Years for the period of qualified military service.

1.23 "Divesting Service Year" means a Plan Year, commencing on or after July 1, 1976, during which a Participant earns less than 375 Vesting Hours. However, if a Participant fails to earn 375 Vesting Hours in a Plan Year in which he accrues at least one hour of Special Service, then such Plan Year shall not cause a Divesting Service Year.

1.24 "Early Retirement Age" means age 55.

1.25 “Early Retirement Date” means the date a Participant meets the requirements under Section 3.2.

1.26 “Employee” means an employee who works for an Employer.

“Employee” also means employees of Unions of the Trust Fund on whose behalf contributions are made to the Plan subject to a collective bargaining agreement or participation agreement, provided the inclusion of said employees is not a violation of any existing regulation.

“Employee” also means employees described below and employees not performing work under any of the collective bargaining agreements but who formerly performed services under any of the collective bargaining agreements. The Employer must notify the Trustees in advance in writing of an election to pay contributions on behalf of collective bargaining unit alumni pursuant to this Section 1.26 and pursuant to regulations adopted by the Trustees, and provided further that, the inclusion of said employees is not a violation of any existing law or regulation.

“Employee” does not include any self-employed person, whether a sole proprietor or partner.

1.27 “Employee Contribution Date” means the date of a Covered Employee’s first Covered Hour, or, if the forfeiture provisions of Section 2.1(c) apply, the Covered Employee’s first Covered Hour subsequent to his reentry into Covered Employment.

For any Employee who became a Participant before July 1, 1976, for Credited Future Service or Credited Past Service accrued before July 1, 1976 that would have been forfeited under this Section 1.27 as it existed on or before June 30, 1976, the following rule applies: If the forfeiture of such service would have occurred during a period of employment in the electrical contracting industry that was not Covered Employment at the time of reference but which employment would have been Covered Employment at the earliest of his death, retirement or on June 30, 1976, then his Employee Contribution Date shall be the date of the Covered Employee’s first Covered Hour that immediately follows the latest date as of which such period or periods of employment would have been Covered Employment as defined under the Plan.

1.28 “Employer Contributions” means contributions made pursuant to a Contribution Agreement.

1.29 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

1.30 “Future Service Unit” means the amount of benefit earned by a Participant for each year of Credited Future Service as determined under the Benefit Schedule in Section 4.1.

1.31 “Highly Compensated Employee” means each Highly Compensated Active Employee and Highly Compensated Former Employee of an Employer. Whether an individual is a Highly Compensated Employee is determined separately with respect to each Employer, based solely on the individual’s compensation from or status with respect to that Employer.

A “Highly Compensated Active Employee” is an Employee of the Employer who performs service for the Employer during the determination year and who:

(a) for the preceding calendar year, received Compensation from the Employer in excess of \$155,000 (as adjusted pursuant to Code section 415(d)), was a member of the top-paid group of Employees of such Employer for such preceding calendar year and is not otherwise excluded pursuant to Code section 414(q)(8) by virtue of his inclusion in the bargaining unit of employees covered by the collective bargaining agreement. For this purpose, the top-paid group of Employees shall consist of the top 20% of the Employees when ranked based on Compensation paid during such year; or

(b) was a 5% owner at any time during the calendar year or preceding calendar year.

The determination of who is a Highly Compensated Employee, including the determination of the number and identity of Employees in the top-paid group, the top 100 Employees, and the number of Employees treated as officers and the Compensation that is considered, shall be made in accordance with Code section 414(q) and the regulations thereunder. No Employee who is collective bargaining unit alumni, who is included in a collective bargaining unit under, or whose Compensation is governed by the collective bargaining agreements shall be considered a Highly Compensated Employee and, pursuant to Code section 414(q)(8), no such Employee shall be taken into account in determining the number of employees in the top-paid group.

1.32 “Late Retirement Date” (formerly referred to as “Postponed Retirement”) means the date described in Section 3.3.

1.33 “Non-Covered Electrical Employment” means electrical work performed in the jurisdiction of any Union whose members are Participants in the Plan, or in any other jurisdiction of the International Brotherhood of Electrical Workers ("IBEW") that maintains a Related Plan that is not covered by a collective bargaining agreement requiring contributions to the Plan. Such work includes the following:

(a) any type of work that is performed on or after the date the Participant becomes an Active Participant in this Plan,

(b) any type of work performed as an employee, supervisor, sole proprietor, officer, director, partner or corporate owner, for any type of business entity or sole proprietorship that engages in services in the same trade, craft, or industry covered by the Plan,

(c) any type of work that is not subject to a collective bargaining agreement requiring contributions to the Plan or a Related Plan, and/or

(d) any work or employment for an electrical instruction program, electrical training program, or retail-based instruction other than an IBEW-NECA sponsored training program.

In the event a Participant engages in the work described in subsections (a) through (c) or the work or the employment described in subsection (d), all benefits accrued by the Participant shall be suspended until the Participant attains Normal Retirement Age.

Employment that is not subject to a collective bargaining agreement for an Employer who is signatory to a collective bargaining agreement with the Union or an affiliated local union of the IBEW shall not constitute Non-Covered Electrical Employment.

All provisions of the Plan requiring suspension of Early Retirement Pension benefits until Normal Retirement Age (Section 10.1) and/or ineligibility for Early Retirement Pension benefits due to Non-Covered Electrical Employment (Article 3, Section 3.2) shall apply solely to benefits accrued on and after October 1, 1987. The provisions of Section 10.1, providing for month-to-month suspension of benefits for Suspendible Employment, including but not limited to Non-Covered Electrical Employment, shall continue to apply to all benefit accruals and to the remedial payments under this subsection. A separate and distinct remedial amendment shall be adopted related to Suspendible Employment.

For purposes of interest to be added to some remedial payments under this subsection, the rates of interest have been per annum and at the rate in effect at the time of the remedial payment for pensions with a Retroactive Annuity Starting Date.

1.34 “Normal Retirement Age” means age 65.

1.35 “Normal Retirement Date” means the date a Participant meets the requirements under Section 3.1.

1.36 “Participant” means a Covered Employee who is participating in the Plan in one of the categories of participation specified in Section 2.1, a Disabled Participant pursuant to Article 7, or a Pensioner pursuant to Article 3.

1.37 “Pensioner” means a Participant who has commenced receiving a retirement benefit under Article 3. A Participant becomes a Pensioner on the effective date of his retirement pursuant to Article 3. For disability benefits, a Disabled Participant becomes a Disabled Pensioner upon commencement of his disability benefit under Article 7.

1.38 “Trust Fund,” “Pension Fund,” or “Fund” means the Southern California IBEW-NECA Pension Trust Fund.

1.39 “Plan” means this Southern California IBEW-NECA Pension Plan.

1.40 “Plan Year” means each 12-month period from July 1 through June 30.

1.41 “Related Plan” means a plan that is signatory to the Electrical Industry Pension Reciprocal Agreement or any other pension plan with which the Trustees have entered into a pro rata reciprocity agreement.

1.42 “Retroactive Annuity Starting Date” means an Annuity Starting Date that is affirmatively elected by a Participant that occurs on or before the date the written explanation of benefit payment options described in Article 5 is provided to the Participant. Benefits payable under a Retroactive Annuity Starting Date shall consist of an initial single-sum payment attributable to the period beginning on the Participant’s Retroactive Annuity Starting Date and ending with the first day of the first month immediately prior to the month in which the benefit is paid. The

corresponding interest paid on such single-sum payment shall be made for the period beginning with the first day of the month coinciding with the Retroactive Annuity Starting Date and ending with the first day of the first month immediately prior to the month in which the benefit is paid. The provisions for a Retroactive Annuity Starting Date in this Section 1.42 shall not apply in the case of an application made for a Surviving Spouse Pension or a Pre-Retirement Death Benefit.

1.43 “Required Beginning Age” means:

- (a) age 70 ½ for Participants who attain age 70½ on or before December 31, 2019;
- (b) age 72 for Participants who attain age 72 after December 31, 2019 and prior to January 1, 2023;
- (c) age 73 for Participants who attain age 72 after December 31, 2022 and age 73 before January 1, 2033; and
- (d) age 75 for Participants who attain age 74 after December 31, 2032.

1.44 “Required Beginning Date” means April 1 of the year following the calendar year in which the Participant reaches the Required Beginning Age.

1.45 “Retirement,” to be considered retired, a Participant who has not attained his Normal Retirement Date must sever all employment with any and all entities that make contributions to the Fund and must begin receiving benefits from the Plan.

1.46 “Special Employee” means a Covered Employee represented by IBEW Local 441 with an effective date of coverage of January 1, 1976, as recorded on the administrative records of the Fund.

1.47 “Special Service” means:

- (a) A leave of absence authorized by the Trustees, provided that such Participant returns from an authorized leave of absence within the time specified by the Trustees;
- (b) Military service rendered by the Participant within 120 days of leaving Covered Employment or a period of employment covered as Past Service under the Plan, provided that the Participant returns to Covered Employment and/or registered for work with the Union within 120 days of the Participant’s discharge from military service. The Participant should promptly provide notice of such military absence to the Administrative Office upon his return to Covered Employment or registration with the Union for dispatch;
- (c) Continuous employment with an Employer within the geographic jurisdiction of a collective bargaining agreement between the Union and an Employer, in a job classification not subject to the jurisdiction of the Union, including such employment in Uncovered Vesting Employment;
- (d) Periods of maternity or paternity leave of absence, as follows:

- (1) Maternity or paternity leave of absence shall include periods during which a Participant is absent from Covered Employment or Uncovered Vesting Employment (i) due to the Participant's pregnancy, (ii) due to the birth of the Participant's child, (iii) due to the adoption of a child by the Participant, or (iv) for purposes of caring for such child during a period immediately following such birth or adoption.
- (2) Special Service under this Section 1.47(d) shall be credited solely for the purpose of preventing a Divesting Service Year and shall not be credited for purposes of vesting or determining eligibility for Early Retirement Pension benefits. Special Service shall be credited under this Section 1.47(d) at the rate of eight hours per day.
- (3) Special Service under this Section 1.47(d) shall be credited only during the Plan Year in which such absence begins; or, if Special Service is not needed to prevent a Divesting Service Year during the Plan Year in which such absence begins, Special Service shall be credited only during the following Plan Year. No more than 375 hours of Special Service shall be credited during any period of maternity or paternity leave.
- (4) In order to earn Special Service Credit under this Section 1.47(d), a Participant shall be required to furnish to the Trustees such information as is reasonably necessary to establish:
 - (i) that the leave is a maternity or paternity leave described in this Section 1.47(d) and
 - (ii) the number of days of such leave.

(e) Such other circumstances as may subsequently be specified by the Trustees in their discretion.

(f) A leave of absence shall be granted to a Participant for any period of employment by an IBEW-NECA sponsored organization that does not contribute to any Related Plan.

1.48 "Spouse" means a person to whom a Participant is legally married under the laws of the jurisdiction in which the marriage was contracted on the date on which the payments from the Plan are to begin to the Participant; provided that, a former spouse shall be treated as the Spouse to the extent provided under a qualified domestic relations order as described in Code section 414(p).

1.49 "Total Credited Service" means the sum of a Participant's Credited Past Service and Credited Future Service that has not been forfeited.

1.50 "Uncovered Vesting Employment" means employment with an Employer in a position not subject to a Contribution Agreement, provided the Employee was employed with an Employer as a Covered Employee immediately preceding Uncovered Vesting Employment or immediately following Uncovered Vesting Employment.

1.51 “Vesting Hour” means:

- (a) a Covered Hour;
- (b) an hour of temporary disability approved by the Trustees or Total and Permanent Disability. An Employee shall be credited with 30 Vesting Hours for each week of disability;
- (c) an hour worked in Uncovered Vesting Employment and/or
- (d) an hour of Credited Future Service credited to the Employee under Section 1.20 on account of military service, provided the requirements of Section 1.47(b) are satisfied.

1.52 “Vesting Service Year” means a Plan Year during which an Employee earns 750 or more Vesting Hours. For purposes of an Employee who is not covered by a collective bargaining agreement between a Union and Employer, Vesting Service Year means the Plan Year during which such Employee earns 750 or more Vesting Hours commencing with the Plan Year in which such Employee is eligible to participate in the Plan.

ARTICLE 2

ELIGIBILITY AND PARTICIPATION

2.1 Eligibility and Participation.

(a) Active Participant. Each person who becomes a Covered Employee shall become an Active Participant on the first day of the month immediately following the month that his total Covered Hours during the current Plan Year and immediately preceding Plan Year first equal 750, provided, however, that each such person shall become a Participant no later than the first day of the sixth month immediately following the date upon which he completes a Year of Service. For the purposes of the foregoing, such person shall be deemed to have completed a "Year of Service" if he is credited with at least 750 Covered Hours during the 12-consecutive-month period beginning with the date on which he is first credited with a Covered Hour. Each person other than a Pensioner, a Covered Employee receiving disability benefits, or a Vested Employee who was covered under the Plan as it existed on June 30, 1976 shall be covered under this Plan as an Active Participant. A Participant's status as an Active Participant shall cease immediately following the earliest of (1) death, (2) the date he becomes a Disabled Participant (see Article 7), (3) Retirement under the Plan, or (4) the date he incurs a Break-in-Service.

Certain Active Participants may be offered full-time employment with the National IBEW, the National NECA or IBEW-NECA sponsored training programs. Such an entity offering such employment may or may not pay contributions to the Fund pursuant to a participation agreement. To ensure that accepting such employment does not result in a reduced pension benefit, Active Participants accepting such full-time employment with such an entity, which full-time employment does not result in direct or reciprocal contributions to this Plan, shall be credited with 40 hours of Credited Future Service for each week of such full-time employment at an Employer Contribution Rate of \$0 per hour. Thus, the credits granted shall not increase the Active Participant's Normal Retirement Pension benefit but shall be deemed to be Covered Hours for all other purposes under the Plan, including, but not limited to, preventing a Break-in-Service and achieving eligibility for early and disability benefits. No Credited Future Service shall be granted under this paragraph for any such non-contributory employment on and after June 30, 2009. Proof in writing from the employing entity of such full-time employment and the period of employment is required before granting Credited Future Service under this Section 2.1(a).

(b) Inactive Participant. Following a Break-in-Service, each Active Participant shall become an Inactive Participant, provided that he does not become an Inactive Vested Participant. A Participant's status as an Inactive Participant shall cease immediately following the earliest of (1) death, (2) the date he becomes an Inactive Vested Participant or accrues 750 Covered Hours within two consecutive Plan Years and again becomes an Active Participant, (3) Retirement under the Plan, or (4) the date as of which he completes a Divesting Service Year while an Inactive Participant.

(c) Inactive Employee. An Inactive Participant who completes a Divesting Service Year subsequent to the date on which he became an Inactive Participant shall become an "Inactive Employee" at the end of such Divesting Service Year. An Inactive Employee shall not

be entitled to any benefit from the Plan unless he becomes an Active Participant or an Inactive Vested Participant. A person's status as an Inactive Employee shall cease immediately following the earliest of (1) death, (2) the date he becomes an Inactive Vested Participant or accrues 750 Covered Hours within two consecutive Plan Years and again becomes an Active Participant, or (3) the date as of which he forfeits his Credited Vesting Service Years and benefit rights. An Inactive Employee shall forfeit his Credited Vesting Service Years and all rights to a benefit under the Plan at the end of the Plan Year in which the accumulated number of his consecutive Divesting Service Years (including any Divesting Service Years that occur during his Break-in-Service) first equals the greater of (i) five, or (ii) the number of his Credited Vesting Service Years.

(d) Inactive Vested Participant. An Active Participant who incurs a Break-in-Service, an Inactive Participant, or an Inactive Employee shall become an Inactive Vested Participant provided that he fulfills the vesting requirements of Section 6.1 and/or Section 6.2, as applicable. A Participant's status as an Inactive Vested Participant shall cease immediately following the earliest of (1) death, (2) retirement under the Plan, or (3) the date he accrues 750 Covered Hours within two consecutive Plan Years and again becomes an Active Participant.

(e) Hours Recognized for First-Year Apprentices. Hours of work performed in covered service by first-year apprentices, both indentured and unindentured, shall be recognized for the purpose of meeting the 300-hour requirement for a Year of Service pursuant to the eligibility requirements for an Early Retirement Pension benefit under Section 3.2(c).

2.2 Participation by Non-Collectively Bargained Employees. Participation in the Plan by non-collectively bargained employees shall be subject to a participation agreement duly executed by the Trustees and the Employer.

Employees not performing services under a collective bargaining agreement may only participate in the Plan if no more than 5% of the Employees covered under the Plan are non-collective bargaining unit employees. Employees who previously participated as collective bargaining unit employees and who continue participation in the Plan as collective bargaining unit alumni pursuant to this Section 2.2 shall not be treated as collective bargaining unit employees for purposes of the 5% maximum but shall be considered collective bargaining unit employees to the fullest extent permissible under Code section 410, Treasury Regulations related to that Code section 410, and all related Code sections and Treasury Regulations thereunder. Except as may be required by law, collective bargaining unit alumni whose participation is allowed pursuant to this Section 2.2 and other Participants not performing services under the collective bargaining agreement participating pursuant to the provisions of this Section 2.2 shall in no event accrue benefits under the Plan in a manner that is more favorable than is applicable to similarly situated Employees who are performing services under the collective bargaining agreement.

In no event may an Employer that wishes to pay contributions to the Plan on behalf of non-collectively bargained unit employees do so without the prior approval of the Trustees. Should an Employer pay such contributions without the prior approval of the Trustees, those contributions, less any investment losses but in no event with any investment gains, shall be returned by the Trustees to the Employer. The Trustees shall not permit initial or continued

participation pursuant to this Section 2.2 if such participation would result in the 5% limitation of this Section 2.2 being violated.

2.3 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 3

RETIREMENT

Rehabilitation Plan Effective for Normal and Early Retirement Pension Benefits first paid on and after April 1, 2017: Under the 2016 Rehabilitation Plan alternative schedules, neither the normal retirement dates nor the amount of normal retirement benefits have been altered, but, as described under the contributions section of the Rehabilitation Plan alternative schedules, “off benefit monies” (contributions made pursuant to the Rehabilitation Plan that are non-benefit bearing) continue to play no role in the accrual of benefits for either a Normal or Early Retirement Pension benefit. Under the 2016 Rehabilitation Plan, the eligibility requirements for an unsubsidized Early Retirement Pension benefit are either (1) attainment of at least age 55 with at least 15,000 Covered Hours, or (2) any age with at least 37,500 Covered Hours.

Notwithstanding the 2016 Rehabilitation Plan, if a Plan Participant is in pay status as of April 1, 2017 based on an Annuity Starting Date for a portion of his benefit effective prior to April 1, 2017, the entirety of his benefit accrued up to April 1, 2017 shall be considered in “pay status” prior to April 1, 2017 for purposes of availability of subsidized Early Retirement Pension benefits. Plan provisions regarding early retirement subsidies in place prior to April 1, 2017 shall apply for the remainder of the benefit accrued prior to April 1, 2017. Furthermore, for Participant accruals earned on or after April 1, 2017, Early Retirement Pension benefit Plan provisions in place prior to April 1, 2017 are not applicable, and the accruals earned on or after April 1, 2017 are instead subject to the Early Retirement Pension benefit Plan provisions in place after April 1, 2017. To be considered in “pay status” for purposes of this provision, a Participant must have been awarded an Early Retirement Pension benefit by an award letter from the Administrative Office issued prior to April 1, 2017.

Under the 2016 Rehabilitation Plan, all Default Schedule accruals are not eligible for a subsidized Early Retirement Pension benefit. However, for benefits earned under the Plan’s Alternative schedules, the eligibility requirements for a subsidized Early Retirement Pension benefit include Active Participant status upon attainment of at least age 56 and at least 44,500 Covered Hours. Furthermore, Participants who have incurred a Break-in-Service must also meet the requirements of Section 4.2(b) to receive a subsidized Early Retirement Pension benefit.

The amount of unsubsidized Early Retirement Pension benefits is actuarially equivalent to the Normal Retirement Pension benefit otherwise payable to the Participant. All Default Schedule accruals and all other Early Retirement Pension benefits are paid in the form of unsubsidized early actuarially equivalent retirement benefits when benefits are commenced prior to attainment of Normal Retirement Age. Accruals earned under the Default Schedule are payable as separate and distinct annuities from the remainder of accruals.

For purposes of this Article 3, “unsubsidized” benefit means a benefit that is actuarially equivalent, and “subsidized” benefit means a benefit that is of a greater value.

For the 1.9% benefit multiplier, for Covered Hours worked on and after April 1, 2017, the Section 3.2(b) 42,500-hour requirement is removed and replaced with a 44,500 Covered Hours requirement. In other words, for this specific “Covered Hours only”-based aspect of the 1.9%

benefit multiplier requirement, the 1.9% benefit multiplier applies to Covered Hours worked on and after April 1, 2017, but only to hours in excess of 44,500 Covered Hours.

Any conflicting provisions of this Article are maintained solely to identify eligibility for and amounts payable as monthly pension benefits for pensions first paid prior to April 1, 2017.

3.1 Normal Retirement Date and Commencement. The Normal Retirement Date for a Participant shall be the first day of the month coincident with, or next following the later of:

- (a) The Participant's 65th birthday, or
- (b) The fifth anniversary of the Employee Contribution Date.

The amount of a Participant's Normal Retirement Pension benefit shall be determined under Article 4.

3.2 Early Retirement Date and Commencement. The Early Retirement Date for an Active Participant or Inactive Vested Participant who has completed 10 or more years of Total Credited Service (15,000 hours), at least two years of which are Credited Future Service (3,000 hours), shall be the first day of the month coincident with or next following the date elected by the Participant as his retirement date following attainment of Early Retirement Age (age 55) or any later date that is before his Normal Retirement Date, provided he has complied with the provisions of Article 9 with respect to application for pension benefits. In no event shall the date elected by the Participant as his Early Retirement Date be more than 12 months prior to the date of his application for Early Retirement Pension benefits. A full monthly benefit for each month of a Retroactive Annuity Starting Date for an Early Retirement Pension benefit shall only be payable for a month in which the eligible Participant's entire monthly benefit is not subject to suspension pursuant to Section 10.1. For all other months, an appropriate percentage of each month's benefit, up to and including 100%, shall be subject to suspension pursuant to Section 10.1.

Subject to the limitations and restrictions of Appendix IV (Rehabilitation Plans), the amount of a Participant's Early Retirement Pension Benefit shall be determined under Article 4.

Notwithstanding the foregoing, if an eligible Participant is registered for employment in violation of Section 10.1(b)(2)(iii) and/or 10.1(b)(2)(viii) in the month the application is received by the Fund or in any of the three months preceding said receipt, the eligible Participant terminates all registration prohibited by Section 10.1(b)(2)(iii) and/or 10.1(b)(2)(viii) by the close of the month in which the application is received, and the eligible Participant would otherwise be entitled to receive full monthly benefits for one or more of those four months, then the eligible Participant shall receive monthly benefits for those four months as if Section 10.1(b)(2)(iii) and/or 10.1(b)(2)(viii) did not apply to those four months, but all other applicable provisions of Section 10.1 shall apply to those four months and all applicable provisions of Section 10.1 shall apply to all other periods of monthly pension payments.

(a) Early Retirement for Service Accrued on or Before June 30, 1996. Through June 30, 1996, a Participant shall be entitled to receive Early Retirement Pension benefits prior to age 55, provided that the Participant has completed at least 25 years of Total Credited Service

(37,500 hours). (Note: 1,500 hours equals one Year of Credited Future Service.) If the Total Credited Service required under this Section 3.2(a) is accrued before July 1, 1996, the Participant remains eligible to receive benefits accrued through June 30, 1996 at any time prior to age 55. If the Total Credited Service requirement under this Section 3.2(a) is satisfied on or after July 1, 1996, the Participant is eligible to retire prior to age 55 upon completion of such Total Credited Service and receive benefits accrued through June 30, 1996. However, the benefit accrued on or after July 1, 1996 is deferred to age 55 (on an unreduced basis) unless the criteria of Section 3.2(b) are satisfied, in which case such benefit is payable immediately on an unreduced basis. A Participant shall only be permitted to receive an Early Retirement Pension benefit under this Section 3.2(a) if the Participant has accrued Credited Service before June 30, 1996. This Section 3.2(a) is subject to the limitations and restrictions of Appendix IV (Rehabilitation Plans).

(b) Early Retirement for Service Accrued on or After July 1, 1996. Beginning July 1, 1996, a Participant shall be entitled to receive an Early Retirement Pension benefit prior to age 55 upon completion of Total Credited Service equal to 42,500 hours, provided that the Participant has earned at least 300 hours in each of 23 Plan Years. A Participant is entitled to receive his entire pension immediately upon satisfying both of these criteria and otherwise complying with the application procedures set forth in Article 9. For Participants who earned Credited Service under the Plan prior to June 30, 1996, the requirement of 300 hours in each of 23 Plan Years is eliminated and the Participant shall only be required to earn 300 hours per Plan Year in the number of Plan Years (after the Plan Year ended June 30, 1996) representing the difference between 23 and the years of Total Credited Service earned by the Participant as of June 30, 1996. This Section 3.2(b) is subject to the limitations and restrictions of Appendix IV (Rehabilitation Plans).

- (c) (1) For a Participant who otherwise satisfies the eligibility criteria for an Early Retirement Pension benefit set forth in Section 3.2(a) above, accrued benefits earned after June 30, 1996 are deferred to age 55 (on an unreduced basis) for a Participant who does not satisfy the requirements of having accrued Total Credited Service equal to 42,500 hours and 300 hours per Plan Year in the number of Plan Years (after the Plan Year ended June 30, 1996) equal to the difference between 25 and the Years of Total Credited Service earned as of June 30, 1996.
- (2) For a Participant retiring on or after July 1, 1998 who otherwise satisfies the eligibility criteria for an Early Retirement Pension benefit set forth in Section 3.2(a) above, accrued benefits earned after June 30, 1996 are deferred to age 55 (on an unreduced basis) for a Participant who does not satisfy the requirements of having Total Credited Service equal to 42,500 hours and at least 300 hours per Plan Year in the number of Plan Years (after the Plan Year ended June 30, 1996) equal to the difference between 23 years and the years of Total Credited Service earned as of June 30, 1996 (but not less than zero years).

(d) If a Participant applying for an Early Retirement Pension benefit under this Section 3.2(d) has Credited Past Service, such Credited Past Service shall for purposes of eligibility be converted into hours. Such Credited Past Service shall be calculated as follows:

one-quarter year of Credited Past Service shall be the equivalent of 375 hours. Total Credited Past Service considered under this subsection (d) shall not exceed 22,500 hours.

(e) Hours of Work performed in covered service by first-year apprentices, both indentured and unindentured, shall be recognized for the purpose of meeting the 300-hour requirement for a Year of Service pursuant to the eligibility requirements for an Early Retirement Pension benefit under Section 3.2(c).

(f) Except as otherwise required under the Plan, a Participant's Early Retirement Pension benefits under the Plan shall be suspended as set forth in Section 1.33 and Section 10 if he has worked in "Non-Covered Electrical Employment," as that term is defined in Section 1.33, since the last contributions were reported to the Fund on his behalf by a contributing Employer.

(g) If a Participant who was employed in Non-Covered Electrical Employment and returns to Covered Employment and earns five years of Credited Service under the Plan following his return to Covered Employment, the Participant's Early Retirement Pension benefits shall no longer be suspendible pursuant to Section 1.33 and Section 10. However, except as otherwise required under the Plan, if the Participant earns five years of Credited Service after returning to Covered Employment and subsequently works in Non-Covered Electrical Employment, the Participant shall again be subject to the suspension rules of Section 1.33 and Article 10.

3.3 Late Retirement Date and Commencement. The Late Retirement Date of an Active Participant or Inactive Vested Participant shall be the first day of any month coincident with or next following the date elected by the Participant as his retirement date that is after his Normal Retirement Date, provided he has complied with the provisions of Article 9 with respect to application for pension benefits. An Active Participant may elect to defer his retirement during the period in which he continues to be employed by his Employer after his Normal Retirement Date.

An Active Participant who reaches his Normal Retirement Date and continues working as provided in Section 10.1(c) shall be provided notice, pursuant to Section 10.1(d), of his eligibility to retire and suspension of benefits until retirement, in accordance with applicable regulations. An Inactive Participant or Inactive Vested Participant may elect to defer his retirement until attainment of his Required Beginning Age.

In no event shall the date elected by a Participant as his Normal Retirement Date be more than 12 months prior to the date of his application for Normal Retirement Pension benefits. A retroactive effective date shall only be approved if the Participant satisfied all of the eligibility requirements for a Normal Retirement Pension benefit as of his effective date.

The amount of a Participant's Late Pension Benefit shall be as determined under Section 4.4.

3.4 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 4

AMOUNT OF PENSION BENEFIT

Rehabilitation Plan Effective for Normal and Early Retirement Pension Benefits first paid on and after April 1, 2017: Under the 2016 Rehabilitation Plan alternative schedules, neither the normal retirement dates nor the amount of normal retirement benefits have been altered, but, as described under the contributions section of the Rehabilitation Plan alternative schedules, “off benefit monies” (as defined in Article 3) continue to play no role in the accrual of benefits for either a Normal or Early Retirement Pension benefit. Under the 2016 Rehabilitation Plan, the eligibility requirements for an unsubsidized Early Retirement Pension benefit are either (1) attainment of at least age 55 with at least 15,000 Covered Hours, or (2) any age with at least 37,500 Covered Hours.

Notwithstanding the 2016 Rehabilitation Plan, if a Plan Participant is in pay status as of April 1, 2017 based on an Annuity Starting Date for a portion of his benefit effective prior to April 1, 2017, the entirety of his benefit accrued up to April 1, 2017 shall be considered in pay status prior to April 1, 2017 for purposes of availability of subsidized Early Retirement Pension benefits. Plan provisions regarding early retirement subsidies in place prior to April 1, 2017 shall apply for the remainder of the benefit accrued prior to April 1, 2017. Furthermore, this means that for such Participant’s accruals earned on or after April 1, 2017, Early Retirement Pension benefit Plan provisions in place prior to April 1, 2017 are not applicable, and the accruals earned on or after April 1, 2017 are instead subject to the Early Retirement Plan Pension benefit Plan provisions in place after April 1, 2017. To be considered in pay status for purposes of this provision, a Participant must have been awarded an Early Retirement Pension benefit by an award letter of the Administrative Office issued prior to April 1, 2017.

Under the 2016 Rehabilitation Plan, all Default Schedule accruals are not eligible for a subsidized Early Retirement Pension benefit. However, for benefits earned under the Plan’s Alternative schedules, the eligibility requirements for a subsidized Early Retirement Pension benefit include Active Participant status upon attainment of at least age 56 and at least 44,500 Covered Hours. Furthermore, Participants who have incurred a Break-in-Service must also meet the requirements of Section 4.3(c) to receive a subsidized Early Retirement Pension benefit.

The amount of unsubsidized Early Retirement Pension benefits is actuarially equivalent to the Normal Retirement Pension benefit otherwise payable to the Participant. All Default Schedule accruals and all other Early Retirement Pension benefits are paid in the form of unsubsidized early actuarially equivalent retirement benefits when benefits are commenced prior to attainment of Normal Retirement Age. Accruals earned under the Default Schedule are payable as separate and distinct annuities from the remainder of accruals.

For purposes of this Article 4, “unsubsidized” benefit means a benefit that is actuarially equivalent, and “subsidized” benefit means a benefit that is of a greater value.

For the 1.9% benefit multiplier, for Covered Hours worked on and after April 1, 2017, the Section 3.2(b) 42,500-hour requirement is removed and replaced with a 44,500 Covered Hours requirement. In other words, for this specific “Covered Hours only”-based aspect of the 1.9%

benefit multiplier requirement, the 1.9% benefit multiplier applies to Covered Hours worked on and after April 1, 2017, but only to hours in excess of 44,500 Covered Hours.

Any conflicting provisions of this Article are maintained solely in order to identify eligibility for and amounts payable as monthly pension benefits for pensions first paid prior to April 1, 2017.

4.1 Normal Retirement Pension. The Normal Retirement Pension benefit to which a Participant shall be entitled under the Plan shall be a monthly pension in the Normal Form described in Section 0. A Participant shall be eligible to receive the first monthly payment of his Normal Retirement Pension on his Normal Retirement Date, if he is then living and if he has elected to receive this form of pension pursuant to Section 5.3.

(a) Normal Retirement Pension Amount. Subject to Section 4.1(a)(4) (relating to freezing of benefits due to a Break-in-Service), Section 4.5 (relating to modification of benefits on the withdrawal of an Employer or insufficiency of contributions) and Section 4.6 (relating to limitations imposed by Code section 415), the amount of monthly Normal Retirement Pension benefit credited to any Participant retiring after December 31, 1989 shall be equal to the sum of (1), (2) and (3) as follows:

- (1) The applicable Future Service Unit shown in the Benefit Schedule of this Section 4.1 multiplied by the number of years and fractions of years of the Participant's Credited Future Service earned prior to July 1, 1982, excluding any service forfeited under Section 2.1(c) or under the Plan prior to July 1, 1976.
- (2) The sum of:
 - (i) the amount of Employer Contributions paid on behalf of the Participant since the period commencing on the later of (A) July 1, 1982 or (B) the Participant's most recent Employee Contribution Date, multiplied by 0.0225 (2.25%), and ending June 30, 1987, and
 - (ii) the amount of Employer Contributions paid on behalf of the Participant since the later of (A) July 1, 1987 or (B) the Participant's most recent Employee Contribution Date, multiplied by 0.025 (2.5%), and ending June 30, 1996, and
 - (iii) the amount of Employer Contributions paid on behalf of the Participant since the later of (A) July 1, 1996 or (B) the Participant's most recent Employee Contribution Date, multiplied by 0.0225 (2.25%), and ending June 30, 1999, and
 - (iv) the amount of Employer Contributions paid on behalf of the Participant since the later of (A) July 1, 1999 or (B) the Participant's most recent Employee Contribution Date, multiplied by 0.025 (2.5%), and ending December 31, 2003, and

- (v) the amount of Employer Contributions paid on behalf of the Participant since the later of (A) January 1, 2004 or (B) the Participant's most recent Employee Contribution Date, multiplied by .0145 (1.45%), or .019 (1.9%) times those Employer Contributions paid on behalf of the Participant on and after the first of the month coincident with or next following the Participant's entitlement to receive an Early Retirement Pension benefit pursuant to the first paragraph of Section 3.2, or, only for accruals prior to April 1, 2017, pursuant to Section 3.2(b) if earlier, or, for accruals earned on or after April 1, 2017, once the Participant attains 44,500 Covered Hours, if earlier, or on and after the first of the month coincident with or next following the Participant's entitlement to receive a Normal Retirement benefit pursuant to Section 3.1.

For purposes of determining the amount of a Participant's Normal Retirement Pension benefit, Employer Contributions shall include those contributions properly required to be made to the Fund on the Participant's behalf, pursuant to a Contribution Agreement, even though such contributions may not have been paid to the Fund due to the Employer's delinquency.

Notwithstanding the terms of Appendix IV, a Participant who is under age 55 and would otherwise have met the requirements of Section 3.2(b) for an Early Retirement Pension benefit shall be deemed to have met such requirements for purposes of the application of this subsection.

- (3) \$6.00 multiplied by the number of years and fractions of years of Credited Past Service, provided said service has not been forfeited under Section 2.1(c) or under the Plan prior to July 1, 1976.
- (4) Impact of Break-in-Service.
 - (i) Following a Break-in-Service, a Participant's monthly Normal Retirement Pension benefit shall be calculated as of the Participant's last Covered Hour.
 - (ii) In no event may that portion of a Participant's monthly Normal Retirement Pension benefit accrued as a result of Credited Past Service or Credited Future Service rendered prior to a Break-in-Service exceed the amount calculated under (1) above.
- (5) In no event shall a Participant's Normal Retirement Pension benefit be less than his Normal Retirement Pension benefit determined as of any previous date on which he was eligible to retire.

BENEFIT UNIT BASED ON LAST COVERED HOUR PRIOR TO RETIREMENT

(2.25% OF EMPLOYER CONTRIBUTIONS BEGINNING 7/01/1982)

LOCAL ¹	UNIT	BENEFIT
		LAST DATE WORKED ²
11	\$30.50 ³	07/01/1964 - 06/30/1976
	\$30.60	07/01/1976 - 11/30/1976
	\$34.35	12/01/1976 - 05/31/1978
	\$37.15	06/01/1978 - 05/31/1979
	\$40.45	06/01/1979 - 05/31/1980
	\$49.45	06/01/1980 - 01/14/1982 ⁴
	\$55.95	01/15/1982 - 06/30/1982 ⁵
440	\$25.00	01/01/1971 - 05/31/1977
	\$30.25	06/01/1977 - 11/30/1978
	\$35.05	12/01/1978 - 11/30/1979
	\$37.85	12/01/1979 - 05/31/1980
	\$40.45	06/01/1980 - 11/30/1980
	\$43.05	12/01/1980 - 06/30/1982
441	\$13.25	03/01/1971 - 09/30/1972
	\$25.00	10/01/1972 - 06/30/1982
447	\$13.25	07/01/1971 - 09/30/1972
	\$25.00	10/01/1972 - 01/31/1979
	\$29.60	02/01/1979 - 12/31/1979
477	\$13.25	03/01/1967 - 09/30/1972
	\$25.00	10/01/1972 - 05/31/1975
	\$29.40	06/01/1975 - 11/30/1976
	\$30.25	12/01/1976 - 05/31/1977
	\$35.05	06/01/1977 - 11/30/1977
	\$36.45	12/01/1977 - 05/31/1978
	\$40.45	06/01/1978 - 11/30/1978

¹ Refers to Local Union representing Participant for preponderance of Covered Hours earned prior to 7/01/1982. For a Participant with-preponderance of hours under Local 11, the benefit units for any service on or after 6/01/1980 shall be determined by the local union in whose jurisdiction the hours were worked.

² Benefit unit per 1,500 hours determined by period in which last Covered Hour worked, except as noted in (4) and (5) below. If last date worked is after 6/30/1982, then benefit unit for 6/30/1982 shall be used for all hours worked up to that date. Beginning 7/01/1982, benefit amount of 2.25% of Employer Contributions.

³ Applicable only to Participants who had not retired as of 9/01/1975.

⁴ The \$49.45 rate used only for hours worked 6/01/1980-1/14/1982. Hours through 5/31/1980 use benefit unit based on last hour worked through 5/31/1980; if service is continuous, all hours through 5/31/1980 would use \$40.45 benefit unit.

⁵ The \$55.95 rate used only for hours worked 1/15/1982-6/30/1982. See (4) above for benefit unit on hours prior to 1/15/1982.

LOCAL ¹	UNIT	BENEFIT
		LAST DATE WORKED ²
	\$42.40	12/01/1978 - 05/31/1979
	\$46.95	06/01/1979 - 11/30/1979
	\$48.25	12/01/1979 - 05/31/1980
	\$50.05	06/01/1980 - 10/31/1981
	\$52.05	11/01/1981 - 06/30/1982

The monthly Normal Retirement Pension benefit payable to an Active Participant at his Normal Retirement Date shall be fully vested as of his Normal Retirement Date and shall be equal to the amount of monthly Normal Retirement Pension benefit credited to the Participant at his Normal Retirement Date. The monthly Normal Retirement Pension benefit payable to an Inactive Vested Participant or an Inactive Participant at his Normal Retirement Date shall be equal to the amount of monthly Normal Retirement Pension benefit credited to the Participant up to the date he ceases to be in Covered Employment.

4.2 Early Retirement Pension Benefit for Active Participants. Early Retirement Pension benefits for most Active Participants are described in Section 4.2(a). For Active Participants who have previously incurred a Break-in-Service, the Early Retirement Pension benefits described in Section 4.2(a) may be modified as described in Section 4.3.

(a) Except as described in Section 4.2(b), relating to Active Participants who have previously incurred a Break-in-Service, the Early Retirement Pension benefit payable at the Early Retirement Date for an Active Participant retiring on or after July 1, 1979 shall be equal to the amount of monthly Normal Retirement Pension benefit credited to the Active Participant at his Early Retirement Date.

(b) If, following a Break-in-Service, an Active Participant is not eligible to retire early, then any subsequent Early Retirement Pension benefit payable with respect to service completed prior to the Break-in-Service shall be reduced by 0.4% per month for each month by which his actual Early Retirement Date precedes his Normal Retirement Date. Early Retirement Pension benefits attributable to service completed prior to a Break-in-Service shall be computed as described above, irrespective of whether the Participant has returned to Covered Employment and again becomes an Active Participant.

- (1) However, the Break-in-Service rule shall be waived and Early Retirement Pension benefits shall not be reduced by the 0.4% per month as set forth above if: (A) a Participant incurs no more than two Breaks-in-Service, and if during the Break(s)-in-Service the total number of Plan Years in which the Participant fails to earn at least 375 Covered Hours does not exceed a combined total of five Plan Years; and (B) combining all of the Participant's Credited Service, both prior to and following the Break(s)-in-Service, the Participant completes at least 25 years of Total Credited Service prior to early retirement.
- (2) However, for any Active Participant who has incurred a Break-in-Service, and the reduction of hours during the Break-in-Service was solely as a

result of the Active Participant sustaining a factually demonstrable disability, his Early Retirement Pension benefit shall not be reduced by the 0.4% per month as set forth above in this Section 4.2(b).

For an Active Participant participating in the Plan who ceases to be a Covered Employee as a result of having become a signatory contractor to a Collective Bargaining Agreement with any IBEW local union sponsoring the Plan, the Break-in-Service rule shall be waived, and Early Retirement Pension benefits shall not be reduced as set forth above while remaining signatory to the Collective Bargaining Agreement.

4.3 Early Retirement Pension Benefit for an Inactive Vested Participant or Inactive Participant.

(a) For any Inactive Vested Participant or Inactive Participant who incurred his most recent Break-in-Service before becoming eligible to retire, the amount of monthly Early Retirement Pension benefit payable at his Early Retirement Date shall be the amount of monthly pension benefit credited to such Inactive Vested Participant or Inactive Participant under Section 4.1, reduced by 0.4% per month for each month by which his Early Retirement Date precedes his Normal Retirement Date.

(b) Subject to Section 4.3(c), relating to Participants who have incurred previous Breaks-in-Service, for any Inactive Vested Participant or Inactive Participant who incurs his most recent Break-in-Service after becoming eligible to retire (or on the date he becomes eligible to retire), the amount of monthly Early Retirement Pension benefit payable at his Early Retirement Date shall be the amount of monthly pension benefit credited to such Inactive Vested Participant or Inactive Participant under Section 4.1, reduced as described in Section 4.2 for an Active Participant.

(c) If, following a Break-in-Service, the Participant is not eligible to retire early, any subsequent Early Retirement Pension benefit payable with respect to service performed prior to the Break-in-Service shall be reduced by 0.4% per month for each month in which his actual Early Retirement Date precedes his Normal Retirement Date. Early Retirement Pension benefits attributable to service completed prior to incurring a Break-in-Service shall be computed as described above, irrespective of whether the Participant has returned to Covered Employment and again becomes an Active Participant.

4.4 Late Pension Benefit. The monthly Late Pension Benefit payable to a Participant at his Late Retirement Date shall be equal to the amount of monthly Normal Retirement Pension benefit credited to the Participant up to his Late Retirement Date, provided that the Participant is working in Suspendible Employment after the Normal Retirement Date, is eligible for a Late Retirement Benefit and received the notice referred to in Section 3.3. If all of the preceding conditions are not met, then the Late Retirement Benefit Date shall be the greater of (a), (b) or (c):

(a) the Normal Retirement Pension benefit as of his Normal Retirement Date, increased by 0.8% per month for each month that his Late Retirement Date follows his Normal Retirement Date,

(b) the benefit determined as of his Late Retirement Date that is the Actuarial Equivalent of his Normal Retirement Pension benefit as of his Normal Retirement Date, or

(c) the Normal Retirement Pension benefit determined as of his Late Retirement Date.

4.5 Modifications.

(a) Notwithstanding any provision of the Plan to the contrary, if a Participant ceases to be credited with Covered Hours because the Contribution Agreement requiring his Employer to contribute on his behalf is not renewed, his Normal Retirement Pension benefit shall be equal to the sum of (1), (2) and (3) as follows:

- (1) the product of (A) and (B) where (A) is the number of years and fractions of years of Credited Future Service, excluding any service forfeited under Section 2.1(c) or forfeited under the Plan prior to July 1, 1976, or earned subsequent to June 30, 1982; and (B) is the Future Service Unit shown in the Benefit Schedule of Section 4.1 applicable on the effective date of termination of the Contribution Agreement, determined as if the Participant had retired on the effective date of termination of the Contribution Agreement.
- (2) the amount determined under Section 4.1(a)(2)(i) or Section 4.1(a)(2)(ii), whichever is applicable.
- (3) the Past Service benefit to which the Participant would be entitled on account of Credited Past Service, excluding any benefit attributable to Credited Past Service earned with the withdrawing Employer.

4.6 Limitations. In no event shall benefits provided by the Plan exceed the limitations imposed by Code section 415.

A Participant's benefits or contributions provided under other qualified plans of an Employer may be required to be considered with the Plan in determining whether Code section 415 limits have been exceeded. If the benefits provided by the Plan and such other qualified plans would exceed the limits imposed by Code section 415, then benefits under the Plan shall be reduced so that, together with any reduction imposed by such other plans, the excess shall be eliminated.

4.7 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 5

NORMAL AND OPTIONAL FORMS OF PAYMENT

Rehabilitation Plan: Beginning with the 2009 Rehabilitation Plan Default Schedule and continuing with the 2016 Rehabilitation Plan's Default Schedule, the Normal Form of payment for all benefits earned under the Plan's Default Schedules is a life pension without any monthly payments guaranteed. The forms of benefit available for married Participants for accruals earned under the Plan's Default Schedules are the 50% Joint and Survivor and the 75% Joint and Survivor.

Beginning with the 2009 Rehabilitation Plan, the Social Security Adjustment Annuity is eliminated in all its various forms for all accruals for benefits not first paid as of October 28, 2009.

For accruals earned under the Plan's Alternative Schedules, with the exception of the Social Security Adjustment Annuity, all other benefit forms described in this Article 5 remain available.

Any conflicting provisions of this Article 5 are maintained solely in order to identify benefit forms available for pensions first paid prior to October 28, 2009.

5.1 Normal Form of Payment for Married Participants. The "Normal Form" for a married Participant shall be a 50% qualified joint and survivor annuity that is equal to the benefit provided by the Actuarial Equivalent of his pension benefit as determined under Article 4. A married Participant may also elect the Normal Form of payment under Section 0 or an optional form of payment under Section 5.2, with spousal consent.

Payments under the Normal Form of payment to a married Participant shall be actuarially determined, based on the ages of the Pensioner and his Spouse. The actuarially determined monthly pension shall be payable to the Participant as long as he survives. If at his death his Spouse survives him, monthly payments shall continue to his Spouse during her remaining lifetime in an amount equal to 50% of the monthly pension payable to the Pensioner under this Normal Form applicable to married Participants.

All elections shall be subject to the provisions of Section 5.3. In no event shall any Covered Employee be entitled to retirement annuity payments that became payable more than one year before the date of application.

Normal Form of Payment for Unmarried Participants. The "Normal Form" for an unmarried Participant shall be a life annuity with 60 monthly payments guaranteed, subject to the limitations and restrictions of Appendix IV (Rehabilitation Plans). Monthly payments shall be made to the Pensioner on the first day of each month commencing on his retirement date, if he is then living, and terminating with the last payment due immediately preceding the Pensioner's death or with the last guaranteed monthly payment, whichever is later. Any payments to be made after the Pensioner's death shall be made in accordance with Article 8.

5.2 Optional Forms of Pension. The optional forms of payment are as follows:

(a) Joint and 66⅔% Survivor Annuity. The Joint and 66⅔% Survivor Annuity optional form of payment contains the same provisions as the Normal Form for a married Participant as described in Section 5.1, except that the reduced monthly payments to the Participant's surviving Spouse shall be equal to 66⅔% of the monthly pension payable to the Pensioner under the Joint and 66⅔% Survivor Annuity.

(b) Joint and 100% Survivor Annuity. The Joint and 100% Survivor Annuity optional form of payment contains the same provisions as the Normal Form for married Participants as described in Section 5.1, except that the monthly payments to the Participant's surviving Spouse shall be equal to the monthly pension payable to the Pensioner under the Joint and 100% Survivor Annuity.

(c) Joint and 75% Survivor Annuity. The Joint and 75% Survivor Annuity optional form of payment contains the same provisions as the Normal Form for married Participants as described in Section 5.1, except that the reduced monthly payments to the Participant's surviving Spouse shall be equal to 75% of the monthly pension payable to the Pensioner under the Joint and 75% Survivor Annuity.

(d) Joint and Survivor Social Security Adjustment Annuity.

(1) Under this optional form of payment, if a married Participant retires and complies with the marriage requirements of Section 5.3 before the date on which he becomes entitled to benefits under the Federal Social Security Act, and such date is before his 65th birthday, he may elect this Joint and Survivor Social Security Adjustment Annuity optional form of payment effective on the date he retires. Payments under this form shall be actuarially determined, based on the ages of the Pensioner and his Spouse. The actuarially determined monthly annuity shall be payable to the Participant as long as he survives. The amount of the monthly annuity payable from the Plan to the Pensioner before his Social Security payments begin shall be approximately equal to the sum of (a) the monthly pension payable to the Pensioner under the Plan after his Social Security payments begin, and (b) the benefits expected to become payable to him monthly under the Federal Social Security Act in effect at his retirement date.

(2) Upon the Participant's death, prior to the commencement date of his Social Security payments, monthly payments shall continue to his surviving Spouse. The amount of pension payable to the Spouse shall be equal to 50%, 66⅔%, 75% or 100% (as elected by the Participant) of the monthly pension payable from the Plan to the Pensioner before his Social Security payments began, and such amount shall continue to his surviving Spouse until the earlier of the Participant's commencement date of his Social Security pension (if the Participant would have survived) or the Spouse's date of death. If the Spouse should survive to the Participant's

commencement date of his Social Security pension (if the Participant would have survived), she shall receive monthly payments for her remaining lifetime in an amount equal to 50%, 66⅔%, 75% or 100% (as elected) of the monthly pension payable from the Plan to the Pensioner after his Social Security payments began. Upon the death of the Participant on or after the commencement date of his Social Security pension, his surviving Spouse shall receive monthly payments for her remaining lifetime in an amount equal to 50%, 66⅔%, 75% or 100% (as elected by the Participant) of the monthly pension payable from the Plan to the Pensioner after his Social Security payments began.

This Section 5.2(d) is subject to the limitations and restrictions of Appendix IV (Rehabilitation Plans).

(e) Joint and Survivor Annuity with Pop-up. A Participant may elect, with spousal consent, to receive payment of a Joint and 50% Survivor Annuity, a Joint and 66⅔% Survivor Annuity, a Joint and 75% Survivor Annuity or a Joint and 100% Survivor Annuity, which shall further provide that, if the Participant's Spouse predeceases the Pensioner, the Pensioner's monthly pension benefit shall be increased (or "pop up") effective as of the first month following the death of the Spouse to the monthly pension amount that the Pensioner would have received on his retirement effective date had the Participant elected the Normal Form. No reversionary benefit is payable in the event a Participant elects and receives a Joint and Survivor Social Security Adjustment Annuity.

5.3 Election. Election of any form of payment must be made in writing. The period during which any such election may be made ("Election Period") shall be the 180-day period ending on the date of benefit commencement that the Participant elects. However, if the Participant has not received the description and explanation of the optional forms of benefits available under the Plan at least 30 days before his elected "Benefit Commencement Date" (as defined in this Section 5.3), the Election Period shall end 60 days after the date the description and explanation of optional benefit forms are mailed to the Participant. Any such election of pension form of payment or Benefit Commencement Date shall be revocable during the Election Period. However, if benefits have commenced, no change in effective date or pension form of payment shall be recognized. Nothing in this Section 5.3 shall prevent a Participant from changing the effective date of his pension for a period of up to 60 days after the original effective date of his pension if such change shall enable the Participant to qualify for coverage under the Retiree Health Plan offered by the Trustees of the Southern California IBEW-NECA Health Trust Fund.

For purposes of this Section 5.3, the "Benefit Commencement Date" is the earlier of the date the initial pension check is returned to the Fund or 30 days after the date the initial pension check is issued by the Fund.

Once the Election Period has expired, a Participant may not change his form of payment. After benefits have commenced to a Participant pursuant to a Joint and Survivor Annuity form of payment, the Participant may not designate a new Spouse to be entitled to any benefits payable under said Joint and Survivor Annuity form of payment.

If a Participant is married on the date his pension commences and is electing a form of payment other than a Joint and Survivor Annuity described under Sections 5.1, 5.2(a), 5.2(b) or 5.2(c), the election must be made jointly by the Participant and his Spouse, and must be made only after the Plan Administrator has provided the Participant and his Spouse with a written explanation of the results of an election not to elect a Joint and Survivor Annuity. Furthermore, the election of a form of payment other than a Joint and Survivor Annuity shall be subject to rules relating to designation of a Beneficiary as provided in Article 8.

5.4 Compliance with Code Section 401(a)(9).

(a) Notwithstanding any inconsistent provision of the Plan, all distributions under the Plan shall be made in accordance with Code section 401(a)(9), including the incidental death benefit requirement of Code section 401(a)(9)(G), and Treasury Regulations sections 1.401(a)(9)-1 through 1.401(a)(9)-9. Specifically, distribution of the Participant's interest shall:

- (1) be completed no later than the Required Beginning Date; or
- (2) commence not later than the Required Beginning Date, with distribution to the Participant made over the life of the Participant or joint lives of the Participant and a designated Beneficiary or a period not longer than the life expectancy of the Participant or the joint life expectancies of the Participant and a designated Beneficiary.

In the case of a Participant who retires in a calendar year after the calendar year in which he attains age 70½, the Plan benefit accrued by the Participant shall be actuarially increased, to the extent required by the Treasury Regulations, to take into account the period (commencing on the first day of the month coinciding with or following the date that the Participant attains age 70½ and ending on the date payment commences) during which the Participant did not receive benefit payments from the Plan; provided, however, in the event that the benefits accrued during the period of such actuarial increase results in a benefit greater than the actuarially increased benefit, the benefit based on the continued accruals shall be paid.

Distribution of benefits shall commence upon the later of April 1 of the calendar year following actual Retirement or attainment of the Required Beginning Age, if the Participant is not a 5% owner of an Employer, unless the Participant defers commencement. If the Participant opts to defer commencement of benefits under this Section 5.4 until after actual Retirement, the Participant shall file an election form with the Administrative Office and the Participant shall be entitled to an actuarial adjustment in his benefits resulting from the deferred commencement of benefits. However, in the event the Participant fails to file an election form with the Administrative Office and if the Participant is still employed in Covered Employment and is not a 5% owner, the failure to file such an election form shall be deemed to be an election to defer benefits until April 1 of the calendar year following the calendar year of the Participant's actual Retirement.

- (b) In the event that a Participant dies prior to the date that distribution commences:
- (1) any portion of the Participant's interest that is not payable to a designated Beneficiary shall be distributed not later than the end of the calendar year

that includes the fifth anniversary of the date of the Participant's death;
and

- (2) any portion of the Participant's interest that is payable to a designated Beneficiary shall be distributed in accordance with subsection (1) above or over the life of the designated Beneficiary (or over a period not extending beyond the life expectancy of the Beneficiary), commencing not later than the end of the calendar year following the calendar year of the Participant's death or, if the Beneficiary is the Participant's surviving Spouse, commencing not later than the last day of the later of the calendar year in which the Participant would have attained his Required Beginning Age or the calendar year following the calendar year that includes the date of the Participant's death.

(c) As stated in this Section 5.4, all distributions under the Plan shall be determined and made in accordance with the Treasury Regulations under Section 401(a)(9) of the Internal Revenue Code. However, it is not administratively feasible for the Plan to pay a benefit or make a distribution until an individual has submitted to the Plan an application for benefits. Accordingly, unless a Participant, Alternate Payee, or Beneficiary has submitted to the Plan a completed application for benefits under Article 9, the Plan shall presume that the Participant, Alternate Payee, or Beneficiary cannot be located, and the Plan shall not pay any benefits or make any distribution, including an otherwise required mandatory distribution. The Plan shall make this presumption only after following the Plan's procedures for finding missing Participants and exhausting the steps outlined in the Internal Revenue Service Memorandum, Control Number TE/GE-04-1017-0033.

Failure to submit to the Plan a completed application for benefits under Article 9 of this Plan prior to the Required Beginning Date may subject the Participant, Alternate Payee, or Beneficiary to a penalty in the form of an excise tax.

5.5 Direct Rollovers. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's (as defined in subsection (c) below) election under the Plan, a Distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. For these purposes, the following definitions apply:

(a) "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of 10 years or more; any distribution to the extent that distribution is required under Code section 401(a)(9); and the portion of any distribution that is not includible in gross income.

(b) "Eligible Retirement Plan" means (1) an individual retirement account described in Code section 408(a); (2) an individual retirement annuity described in Code section 408(b);

(3) an annuity plan described in Code section 403(a); (4) an annuity contract described in Code section 403(b), provided the rollover is made in a trustee-to-trustee transfer and the recipient plan separately account for amounts transferred into such plan from the Plan; (5) a qualified trust described in Code section 401(a) that accepts the Distributee's Eligible Rollover Distribution; (6) an eligible deferred compensation plan described in Code section 457(b) maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that agrees to separately account for amounts transferred into such plan from the Plan; (7) a Roth IRA as defined in Code section 408A(b), provided the Eligible Rollover Distribution is considered a qualified rollover contribution under Code section 408A(e); or (8) in the case of an Eligible Rollover Distribution made to a non-spouse Beneficiary within the meaning of Code section 402(c)(11), an individual retirement account, individual retirement annuity, or Roth IRA described in (1), (2) or (7) above that is treated as an inherited IRA of the Beneficiary. The definition of "Eligible Retirement Plan" shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a qualified domestic relations order, as defined in Code section 414(p).

(c) "Distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the Alternate Payee under a qualified domestic relations order, as defined in Code section 414(p), are Distributees with regard to the interest of the Spouse or former Spouse. A non-spouse Beneficiary may receive a distribution in the form of a direct transfer to a Code section 408(a) individual retirement account or a Code section 408(b) individual retirement annuity, but only to the extent permitted by all applicable provisions of the Code and all related regulations.

(d) "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

5.6 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 6

VESTED PENSION

6.1 Inactive Vested Participant Status. An Active Participant who incurs a Break-in-Service prior to his Normal Retirement Date shall become an Inactive Vested Participant, provided his service meets one of the following conditions:

- (a) 10 or more Credited Vesting Service Years,
- (b) 10 or more years of Total Credited Service, at least two of which are Credited Future Service, or
- (c) five or more years of Credited Vesting Service, provided that at least one of the years was earned:
 - (1) after July 1, 1989, and
 - (2) while the Participant was covered by a collective bargaining agreement between a Union and Employer.

6.2 Vesting.

(a) A Participant entering the Plan on or after July 1, 1999 shall be a Vested Participant after having accrued five Credited Vesting Service Years.

(b) Effective July 1, 1999, a Participant or an Inactive Employee, either of whom has worked 375 hours or more from July 1, 1998 through June 30, 1999 and has accrued five or more Credited Vesting Service Years, including more than one Covered Hour after July 1, 1999, shall be a Vested Participant. Commencing July 1, 1999, a Participant or an Inactive Employee, either of whom worked fewer than 375 hours from July 1, 1998 through June 30, 1999, must earn 750 hours of Service in a Plan Year after July 1, 1999 before becoming a Vested Participant under this Section 6.2.

6.3 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 7

DISABILITY BENEFIT

Rehabilitation Plan: Under the 2016 Rehabilitation Plan schedules, no disability benefits are payable with pensions first paid on and after April 1, 2017. All pensions first paid on and after April 1, 2017 are subject to the Rehabilitation Plan. The sections that follow govern disability pension benefits first paid prior to April 1, 2017.

7.1 Total and Permanent Disability. A Participant shall be deemed to have a condition of “Total and Permanent Disability” only if the Participant provides to the Trustees a determination by the Social Security Administration that the Active Participant is entitled to Disability Insurance benefits under the Federal Social Security Act.

(a) If an Active Participant’s Covered Employment is terminated prior to his Normal Retirement Age due to Total and Permanent Disability, as defined above, he shall become a “Disabled Participant” entitled to receive a monthly disability benefit payable in accordance with Section 7.1(b), provided, however, that said Active Participant:

- (1) Has accrued at least 10 years of Total Credited Service, including at least two years of Credited Future Service, or has accrued at least 10 Credited Vesting Service Years; and
- (2) Has been disabled for at least five months, in the case of disability benefits commencing after September 30, 1986 (or six months, in the case of disability benefits commencing prior to October 1, 1986). However, the five-month period shall not be applicable to conditions of Total and Permanent Disability that occur subsequent to July 1, 1997.

(b) Amount of Disability Pension. The amount of monthly disability benefits payable to a Disabled Participant who becomes entitled to a Total and Permanent Disability benefit shall be equal to the amount of monthly Normal Retirement Pension benefits credited to the Disabled Participant at the date of his termination of employment due to Total and Permanent Disability, subject to the provisions of Sections 7.10 and 7.11 (relating to the Normal Form and optional forms of payment).

(c) Application for Disability Pension.

- (1) If a Disabled Pensioner who is deemed entitled to Total and Permanent Disability benefits under the Plan files an application for disability benefits that is received by the Fund within 30 months of the onset of disability, he shall be entitled to retroactive benefits up to a maximum of 30 months from the date he first meets all the eligibility requirements for a Total and Permanent Disability Benefit.
- (2) If an application for Total and Permanent Disability Benefits is not received by the Fund within 30 months of the onset of disability, Total and Permanent Disability Benefits shall be payable effective the first day of

the month following receipt of the application for Total and Permanent Disability Benefits and no retroactive benefits shall be payable.

- (3) Notwithstanding the foregoing for Social Security Disability Awards issued by the Social Security Administration, an application for Total and Permanent Disability Benefits shall be considered timely if the Social Security Disability Award is filed with the Administrative Office within two years after the Social Security Administration issues its Award. In the case of a timely application, a Participant who meets all applicable eligibility requirements shall receive Total and Permanent Disability benefits retroactive to the first day of the month following the month of onset of Total and Permanent Disability as determined by the Social Security Administration. In the case of an untimely application, a Participant who meets all applicable eligibility requirements shall receive Total and Permanent Disability benefits commencing on the first day of the month following the month in which the application was received, and no retroactive benefits shall be payable.

7.2 Partial Disability. An Active Participant who is not “Totally and Permanently Disabled,” as described in Section 7.1 above, but who has a physical or mental condition resulting from bodily injury, disease or mental disorder that renders him incapable of performing the duties required of a Journeyman under the Inside Wiremans Agreement between the Union and the Association at any time during the remainder of his life, shall be deemed to have a condition of “Partial Disability.”

(a) If an Active Participant’s Covered Employment is terminated prior to his Normal Retirement Age due to a Partial Disability, as defined above, he shall become a Disabled Participant entitled to receive a monthly disability benefit payable in accordance with Section 7.2(b), provided, however, that said Active Participant terminated Covered Employment on or after July 1, 1976; has satisfied the service requirements of Section 7.1(a)(1); and has been disabled for at least five months, in the case of disability benefits commencing after September 30, 1986 (or six months, in the case of disability benefits commencing prior to October 1, 1986). However, the five-month waiting period shall not be applicable to applications for Partial Disability with an Annuity Starting Date on or after August 1, 2007.

(b) The amount of monthly disability benefit payable to a Disabled Participant who becomes entitled to a Partial Disability Benefit shall, subject to Sections 7.10 and 7.11, be equal to the amount of the monthly Normal Retirement Pension benefit credited to the Disabled Participant at the date of his termination of employment due to Partial Disability, reduced by 0.4% per month for each month by which the commencement date of the Participant’s Partial Disability benefit precedes the earlier of:

- (1) The first day of the month coincident with or next following the Participant’s 55th birthday, or

- (2) the date the Participant would have completed 25 years of Total Credited Service had he continued to earn Credited Future Service at the rate of one Future Service Credit per year.

In no event shall the reduction under this Section 7.2(b) exceed 50%.

- (c)
 - (1) No Partial Disability Benefits shall be payable under the Plan until the first day of the month coincident with or next following the date on which the Disabled Participant has complied with the service requirements of Section 7.1(a)(1).
 - (2) If a Disabled Pensioner who is deemed entitled to Partial Disability benefits under the Plan files an application for disability benefits that is received by the Fund within 30 months of the onset of disability, he shall be entitled to retroactive benefits up to a maximum of 30 months from the date when he first meets all the eligibility requirements for a Partial Disability benefit.
 - (3) If an application for Partial Disability benefits is not received by the Fund within 30 months of the onset of disability, Partial Disability benefits shall be payable effective the first of the month following receipt of the application for Partial Disability Benefits by the Fund, and no retroactive benefits shall be payable.
 - (4) In no event, however, shall a Partial Disability benefit be payable for periods prior to July 1, 1983.

7.3 Termination of Benefit Payments to Disabled Participants. Monthly payments under this Article 7 shall terminate at the earliest of the following dates:

- (a) The date of the Disabled Participant's death, unless:
 - (1) the Normal Form or the optional forms of payment described in Sections 7.9, 7.10 and 7.11 is in effect, in which case payments may continue as provided in Section 7.11; or
 - (2) Neither the Normal Form nor the optional forms of payment described in Sections 7.9, 7.10 and 7.11 is in effect, but the Participant's death occurs before 60 monthly disability payments have been paid, taking into account all periods of disability. In this case, the remaining payments for the 60-month period described above shall be paid to the Participant's designated Beneficiary.
- (b) The date the Plan is terminated.
- (c) The date the Disabled Participant attains his Normal Retirement Age, at which time he shall become a Pensioner entitled to a Pension Benefit under Section 7.12.

(d) The date as of which it is determined that the Disabled Participant is no longer suffering from a Total and Permanent or Partial Disability.

(e) Except as set forth in Section 7.6, any month in which the Disabled Pensioner engages in Suspensible Employment, as that term is defined in Section 10.1(a)(1)(i) through (iii). However, in such event, if the Disabled Pensioner is no longer suffering from Partial Disability or Total and Permanent Disability, the Pensioner's disability benefits shall cease.

(f) All months prior to the Disabled Pensioner attaining Normal Retirement Age in the event the Disabled Pensioner engages in Non-Covered Electrical Employment, as that term is defined in Section 1.33.

7.4 Trustee Status Determination. The existence of and/or the continuation of Total and Permanent Disability or Partial Disability shall be determined by the Trustees. The Trustees may establish such rules and regulations for proof of the existence of a Total and Permanent Disability or Partial Disability, as they may deem proper. The Trustees, at no expense to the individual, shall have the right and opportunity to provide, as often as they deem necessary, for the examination of the person of any individual whose injury or sickness is the basis of claim. Upon receipt of an application for a Partial Disability Benefit, the Trustees shall, at their sole expense, provide for the independent medical examination of the Participant to determine whether the Participant meets the definition of Partial Disability as set forth in Section 7.2.

7.5 Conversion of Partial Disability Benefit. Nothing in this Section 7.5 shall prevent a Pensioner receiving Partial Disability Benefits under the Plan from qualifying for a Total and Permanent Disability Benefits under the Plan as of the effective date of the Social Security Administration Disability Award if the medical condition causing Total and Permanent Disability is a continuation of or is causally related to the Partial Disability. For a Pensioner who provides the Trustees acceptable evidence under Section 7.1 that he qualifies for a Total and Permanent Disability Benefit and whose Partial Disability Benefit under this Section 7.5 is subsequently converted to a Total and Permanent Disability benefit, his Total and Permanent Disability benefit shall be determined under the terms of Section 7.1(b).

7.6 Crediting Future Service. A Participant who is disabled and unable to work in Covered Employment due to such disability shall be credited with 30 hours for each week of disability for determining Credited Future Service for vesting purposes only required to satisfy the eligibility criteria for either a Total and Permanent Disability benefit or a Partial Disability benefit.

7.7 Continuation of Disability Benefits During Periods of Covered Employment. A Disabled Participant may continue to receive monthly disability benefits during his return to work in Covered Employment for one initial period of up to three consecutive months. A Disabled Participant shall be permitted to return to Covered Employment for a second period of up to three consecutive months if the commencement date of the second period is at least nine months after the first date benefits would otherwise be suspendible due to the Disabled Participant's work in Covered Employment following the initial three-month return to Covered Employment. A Disabled Participant who works in Covered Employment for any period in excess of the allowable periods set forth in the preceding sentence shall not be entitled to receive monthly disability benefits for such month in which he engaged in Covered Employment. A retiree

receiving Partial Disability benefits under the Plan shall not have his benefits suspended for any month in which he is employed to serve as a Trustee for an IBEW-NECA Taft-Hartley Trust Fund. To secure the benefits of this Section 7.7 and to avoid the suspension provisions of Section 10.1(b)(2)(iii) and other applicable provisions of Section 10.1(b), a Disabled Participant must notify the Administrative Office of the Disabled Participant's intent to utilize this Section 7.7 prior to registration for employment at any hiring hall in the electrical construction contracting industry. The exceptions of this Section 7.7 permitting a Disabled Participant to return to work in Covered Employment are intended to provide solely an opportunity to return to work by Disabled Participants and may not be utilized by Disabled Participants in an attempt to secure unemployment insurance benefits rather than returning to gainful employment.

7.8 Cessation of Disability. If, prior to his Normal Retirement Age, it is determined that a Disabled Participant is no longer suffering from Total and Permanent or Partial Disability, said Disabled Participant shall become an Active Participant.

7.9 Form of Disability Pension. A married Participant who has not elected otherwise shall receive his disability benefit in the Normal Form of payment. If the Disabled Participant and his Spouse make an appropriate election in writing during the 180-day period prior to the commencement of disability payments, then monthly disability benefits shall be payable in accordance with either Section 7.11 with respect to one of the optional forms of payment, Section 7.1(b) for Total and Permanent Disability benefits, or Section 7.2(b) for Partial Disability benefits, and the Normal Form of payment shall not become effective.

Once the "Election Period" (as defined in Section 5.3) has expired, a Disabled Pensioner may not change his form of benefit. Once disability benefits have commenced, a Disabled Pensioner may not designate a new Spouse with respect to such benefits. A Disabled Pensioner who is receiving a benefit pursuant to a disability application made on or after January 1, 2005, with benefit commencement prior to July 1, 2009, and who is receiving Total and Permanent Disability Benefits or unreduced Partial Disability Benefits under the Plan, is entitled to make a new election of benefits at Normal Retirement Age, including, but not limited to, designation of a new Spouse under a Joint and Survivor Pension Form upon attainment of Normal Retirement Age.

7.10 Disability Pension – Normal Form.

(a) Disability Pension for Married Participants. Under the Normal Form of payment for a married Participant, the monthly disability payments shall be actuarially reduced, based on the ages of the Disabled Participant and his Spouse, to provide for a joint and 50% survivor annuity that, if the Disabled Participant dies on or after the date of commencement of disability benefits, for monthly payments of 50% of the reduced amount, shall continue to his Spouse during her lifetime. If the Disabled Participant's Spouse dies prior to the commencement of disability benefits, the Normal Form of payment shall not become effective and the monthly disability benefit payable to the Disabled Participant shall be determined pursuant to Section 7.1(b) for Total and Permanent Disability benefits, or Section 7.2(b) for Partial Disability benefits.

(b) Disability Pension for Unmarried Participants. Under the Normal Form of payment for an unmarried participant, the monthly disability payments shall be based on the age of the Disabled Participant and provide for a life annuity with 60 monthly payments guaranteed. If the Disabled Participant dies on or after the date of commencement of disability benefits, but before 60 monthly disability payments have been paid, the remaining payments for the 60-month period shall be paid to the Participant's designated Beneficiary.

7.11 Disability Pension – Optional Form. A Disabled Participant may elect to receive an actuarially reduced benefit based on the pension benefit determined under Article 4 in one of the optional forms of payment permitted under this Section 7.11, subject to the provisions of Section 7.10. The optional forms of payment for Disabled Participants are as follows:

(a) Joint and 66⅔% Survivor Annuity. The Joint and 66⅔% Survivor Annuity optional form of payment contains the same provisions as the Normal Form of payment described in this Section 7.11, except that the reduced monthly payments to the Disabled Pensioner's surviving Spouse shall be equal to 66⅔% of the monthly pension payable to the Disabled Pensioner under this Joint and 66⅔% Survivor Annuity.

(b) Joint and 75% Survivor Annuity. The Joint and 75% Survivor Annuity optional form of payment contains the same provisions as the Normal Form of payment as described in this Section 7.11, except that the reduced monthly payments to the Disabled Pensioner's surviving Spouse shall be equal to 75% of the monthly pension payable to the Disabled Pensioner under this Joint and 75% Survivor Annuity.

(c) Joint and 100% Survivor Annuity. The Joint and 100% Survivor Annuity optional form of payment contains the same provisions as the Normal Form of payment described in this Section 7.11, except that the monthly payments to the Disabled Pensioner's surviving Spouse shall be equal to 100% of the monthly pension payable to the Disabled Pensioner under this Joint and 100% Survivor Annuity.

(d) Joint and Survivor Annuity with Pop-up. A Participant may elect, subject to spousal consent, to receive payment of a Joint and 50% Survivor Annuity, a Joint and 66⅔% Survivor Annuity, a Joint and 75% Survivor Annuity or a Joint and 100% Survivor Annuity, which shall further provide that, if the Participant's Spouse predeceases the Pensioner, the Pensioner's monthly pension benefit shall be increased effective as of the first month following the death of the Spouse to the monthly pension amount that the Pensioner would have received on his retirement effective date had the Participant elected the Normal Form of payment. No reversionary benefit is payable in the event that a Participant elects and receives a Joint and Survivor Social Security Adjustment Annuity.

(e) Social Security Adjustment Annuity. If a Participant retires before the date on which he becomes entitled to a Primary Insurance Benefit under the Federal Social Security Act, and such date is before his 65th birthday, he may elect this Social Security Adjustment Annuity optional form of payment effective on the date he retires. The amount of the monthly benefit payable to the Pensioner before his Social Security payments begin shall approximately equal the sum of (1) the monthly benefit payable to the Pensioner under the Plan after his Social Security payments begin and (2) the Primary Insurance Benefit expected to become payable to him

monthly under the Federal Social Security Act in effect at his retirement date. No death benefit is payable under this form of payment.

(f) Joint and Survivor Social Security Adjustment Annuity.

- (1) If a Participant retires and complies with the marriage requirements of Section 5.3 before the date on which he becomes entitled to a Primary Insurance Benefit under the Federal Social Security Act, and such date is before his 65th birthday, he may elect this Joint and Survivor Social Security Adjustment Annuity optional form of payment effective on the date he retires. Payment under this form shall be actuarially determined, based on the ages of the Pensioner and his Spouse. The actuarially determined monthly pension shall be payable to the Participant for as long as he survives. The amount of the monthly pension payable from the Plan to the Pensioner before his Social Security payments begin shall approximately equal the sum of (i) the monthly pension payable to the Pensioner under the Plan after his Social Security payments begin and (ii) the Primary Insurance Benefit expected to become payable to him monthly under the Federal Social Security Act in effect at his retirement date.
- (2) Upon the Participant's death, prior to the commencement date of his Social Security payments, monthly payments shall continue to his surviving Spouse. The amount of pension payable to the Spouse shall be equal to 50%, 66⅔%, 75% or 100% (as elected) of the monthly pension payable from the Plan to the Pensioner before his Social Security payments began, and such amount shall continue to his surviving Spouse until the earlier of the Participant's commencement date of his Social Security pension (if the Participant would have survived) or the Spouse's date of death. If the Spouse should survive to the Participant's commencement date of his Social Security pension (if the Participant would have survived), she shall receive monthly payments for her remaining lifetime in an amount equal to 50%, 66⅔%, 75% or 100% (as elected) of the monthly pension payable from the Plan to the Pensioner after his Social Security pension began. Upon the death of the Participant on or after the commencement date of his Social Security pension, his surviving Spouse shall receive monthly payments for her remaining lifetime in an amount equal to 50%, 66⅔%, 75% or 100% (as elected) of the monthly pension payable from the Plan to the Pensioner after his Social Security payments began.

7.12 Disabled Pensioner Attainment of Normal Retirement Age. Upon attainment of Normal Retirement Age, the monthly benefit paid to a Disabled Pensioner who is receiving Total and Permanent Disability benefits or unreduced Partial Disability benefits under the Plan shall be reduced by one dollar. Payments shall continue under the same form of payment unless such benefits have otherwise ceased under the Plan. A Disabled Pensioner who is receiving reduced Partial Disability benefits under the Plan shall continue to receive benefits in the same amount

and same form upon attainment of Normal Retirement Age unless such benefits have otherwise ceased under the Plan.

7.13 Conversion of Early Retirement Pension Benefit to Disability Pension Benefit. In the event that a Pensioner has applied for and is receiving an Early Retirement Pension benefit and satisfies the criteria for a disability pension as defined above, either on or after the effective date of his Early Retirement Pension benefits, the Pensioner shall have the option of converting his Early Retirement Pension benefit to a disability pension if the Pensioner became disabled prior to or on the effective date of his Early Retirement Pension. In the event the Pensioner's application to convert an Early Retirement Pension benefit to a disability pension is approved by the Trustees, the Pensioner shall repay the Fund the amount of all Early Retirement Pension benefits received prior to the disability pension effective date through an offset of 25% of each monthly disability pension payment until all Early Retirement Pension benefits are repaid in full.

The effective date of the Pensioner's disability pension converted under this Section 7.13 shall commence with the first day of the month following the date of the Pensioner's disability as established by the Social Security Administration Disability Award or the Trustees, or the date when the Pensioner has accrued at least 10 years of Credited Service.

For a Pensioner who provides the Trustees acceptable evidence under Section 7.1 that he qualifies for a Total and Permanent Disability benefit and who subsequently elects to convert his Early Retirement Pension benefit under this Section 7.13 to a Total and Permanent Disability benefit, his Total and Permanent Disability benefit shall be determined under the terms of this Section 7.13.

7.14 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 8

DEATH BENEFIT AND DESIGNATION OF BENEFICIARY

8.1 Pre-Retirement Death Benefit Eligibility.

The surviving Spouse and/or Beneficiary may be eligible for a Pre-Retirement Death Benefit under Section 8.2 and/or 8.3 for accruals earned by the Participant under the Plan if the Participant has not commenced benefits with respect to the accrued benefits in question (the annuity in question in the case of a Participant with more than one annuity) and met one of the following requirements at the time of death:

- (a) Accrued at least five years of Vesting Service Years,
- (b) Accrued 10 years of Total Credited Service, including at least two years of Future Service Credit, or
- (c) Attained Normal Retirement Age under Section 3.1.

If none of the above requirements of Section 8.1(a) through (c) are satisfied, no Pre-Retirement Death Benefit is payable under the Plan.

8.2 Pre-Retirement Death Benefits for Default Schedule Accruals.

(a) Married Participants: Subject to the eligibility provisions of Section 8.1, should a married Participant with Default Schedule Accruals not already awarded die, the surviving Spouse shall be entitled to a qualified pre-retirement survivor annuity ("QPSA") based on such accruals under this subsection.

The Annuity Starting Date, at the election of the surviving Spouse and subject to the timely written application provisions of the Plan, shall be on and after the date when the Participant, had the Participant lived, could have commenced Early Retirement Pension benefits under the Plan but always after the date of the Participant's death. The Annuity Starting Date of the QPSA shall not be later than the later of the Participant's Normal Retirement Date or the month following Participant's date of death.

The monthly amounts of the QPSA shall be calculated as follows. First, based upon the accruals, Annuity Starting Date and the birthdates of the Participant and surviving Spouse, calculate the amount of a Default Schedule 50% qualified joint and survivor annuity pension. If applicable, the monthly amount of a QPSA shall be actuarially adjusted for late retirement. Second, divide the foregoing amount by two. The result shall be the amount awarded.

An awarded QPSA shall terminate in the month following the death of the surviving Spouse. There is no number of guaranteed payments. Should the surviving Spouse die prior to the benefits commencing, no benefits shall be payable to the surviving Spouse or any other Beneficiary.

Should the effective date of a QPSA precede the application date, the term “Annuity Starting Date” shall be replaced with the term “Retroactive Annuity Starting Date” in administration of this subsection.

(b) Unmarried Participants: For accruals earned under the Default Schedules, no Pre-Retirement Death Benefits are payable to any named or default Beneficiaries of a Participant who is unmarried at the time of death.

8.3 Pre-Retirement Death Benefits for Alternative Schedule Accruals.

(a) Married Active Participants: Subject to the eligibility provisions of Section 8.1, should a married Active Participant with Alternative Schedule accruals not already awarded die, the surviving Spouse shall be entitled to for such accruals a QPSA under this subsection. Commencement of payments is subject to the written application provisions of the Plan.

- (1) The Annuity Starting Date of the QPSA shall be the first day of the month following the month of the Active Participant’s death.

The monthly amounts of a QPSA (before considering adjustments such as for late retirement) shall be calculated as follows. First, based upon the accruals, calculate the Active Participant’s Normal Retirement Pension benefit in the form of a single life annuity as of the Active Participant’s Normal Retirement Date. If applicable, the monthly amount of a QPSA shall be actuarially adjusted for late retirement. Second, divide the foregoing amount by two. The result shall be the amount awarded.

Payments to the surviving Spouse shall terminate on the month following the death of the surviving Spouse.

If upon the death of the surviving Spouse the Participant is survived by one or more child under the age of 21, then the monthly annuity payments shall continue to such children as follows. Each surviving child under the age of 21 as of the first day of the month of payment shall receive an equal share of the monthly payment. These payments cease when there is no surviving child of the Participant under age 21. “Child” means a natural or adopted child of the Participant.

A minimum of 120 times the monthly benefit amount of the QPSA benefit shall be paid. If, upon termination of all the foregoing payments, 59 or more monthly payments have already been issued, the balance of payments, if any, shall be paid in a single payment to the Beneficiary(ies) of the surviving Spouse in equal shares and, subsequent thereto, all payments shall terminate. If 58 or fewer monthly payments have been issued, the balance of the guaranteed payments shall be accelerated monthly to the Beneficiary(ies) of the surviving Spouse in equal shares so that by the 60th payment, all guaranteed payments shall have been paid and then terminate.

- (2) Certain, but not all, surviving Spouses of Active Participants are eligible to reject the foregoing QPSA and elect an increased monthly QPSA for Alternate Schedule Accruals not previously awarded. If the increased QPSA is elected by the surviving Spouse, no monthly benefit from such an award shall be paid to the surviving children of the Participant as set forth above, nor shall any number of minimum monthly benefit payments be guaranteed.

The Annuity Starting Date of the increased QPSA shall be the first day of the month following the month of the Active Participant's death. The Annuity Starting Date of this QPSA shall not be later than the month following Participant's date of death.

The monthly amounts of this increased QPSA shall be calculated as follows. Based upon the accruals, Annuity Starting Date and birthdates of the Participant and surviving Spouse, calculate the amount of a 100% joint and survivor annuity pension. The result shall be the amount of the increased monthly QPSA awarded.

An increased QPSA benefit in pay status shall terminate in the month following the death of the surviving Spouse. There is no number of guaranteed payments, no payments to surviving children under age 21, or any payment to Beneficiary(ies) of the surviving Spouse. Should the surviving Spouse die prior to benefits commencing, the surviving Spouse's rejection of Section 8.3(a)(1) benefits shall be null and void, and benefits shall be paid in accord with Section 8.3(a)(1) commencing on the month following the surviving Spouse's death first to the children of the Participant who are then under the age of 21, if any, and then to the Beneficiary(ies) of the surviving Spouse, in the manner set forth in Section 8.3(a)(1) following the death of a surviving Spouse.

A surviving Spouse shall be entitled to reject the QPSA under Section 8.3(a)(1) and elect the increased QPSA benefit under this Section 8.3(a)(2) only in the following circumstances.

Either the Active Participant had satisfied the eligibility criteria for an unreduced Early Retirement Pension benefit equal to the Active Participant's Normal Retirement Pension benefit in the form of a single life annuity prior to the Active Participant's death, or the Active Participant and Spouse had completed option election forms within 31 days of an anticipated Annuity Starting Date, elected a 100% joint and survivor annuity form of payment, and the Active Participant died subsequent to completion of the pension option election forms and prior to the proposed Annuity Starting Date.

(b) Inactive Vested Married Participants: Subject to the eligibility provisions of Section 8.1, should a married Inactive Vested Participant with Alternative Schedule accruals not already awarded die, the surviving Spouse shall be entitled to, for such accruals, a QPSA under this subsection (b). Commencement of payments is subject to the written application provisions of the Plan.

- (1) The Annuity Starting Date of the QPSA, at the election of the surviving Spouse and subject to the timely written application provisions of the Plan, shall be the earlier of the date when the Participant, had the Participant lived, could have commenced actuarially reduced Early Retirement Pension benefits under the Plan or attained age 55, but always after the date of the Participant's death.

The monthly amount of a QPSA (before considering adjustments such as for late retirement) shall be calculated as follows. First, based upon the accruals, calculate the Inactive Vested Participant's Normal Retirement Pension benefit in the form of a single life annuity as of the Inactive Vested Participant's Normal Retirement Date. Second, divide the foregoing amount by two. If applicable, the monthly amount of a QPSA shall be actuarially adjusted for late retirement. The result shall be the amount awarded.

- (2) Upon the death of an Inactive Vested Participant who would not have been eligible to retire and who has not attained age 55, the surviving Spouse may elect a QPSA with an Annuity Starting Date no earlier than the month following the Inactive Vested Participant's death, but such a monthly benefit shall be actuarially reduced to the Actuarial Equivalent of a QPSA benefit payable upon the date when, had the Participant lived, the Participant would have attained age 55 and paid pursuant to part (1) of this subsection (b).
- (3) Payments under this Section 8.3(b) to the surviving Spouse shall terminate on the month following the death of the surviving Spouse.

If, upon the death of a surviving Spouse, the Participant is survived by one or more child under the age of 21, then the monthly annuity payment shall continue to such children as follows. Each surviving child under the age of 21 as of the first day of the month of payment shall receive an equal share of the monthly payment. These payments cease when there is no surviving child of the Participant under age 21. "Child" means a natural or adopted child of the Participant.

A minimum of 60 times the monthly benefit amount of the QPSA benefit shall be paid. If, upon termination of all the foregoing payments, fewer than 60 monthly payments have been issued, the balance of payments shall be paid monthly to the Beneficiary(ies) of the surviving Spouse in equal

shares until the 60th guaranteed payment has been paid, and all guaranteed payments shall then terminate.

(c) Unmarried Active Participants and Unmarried Inactive Vested Participants:
Subject to the eligibility provisions of Section 8.1, should an unmarried Active Participant or unmarried Inactive Vested Participant with Alternative Schedule accruals not already awarded die, benefits shall be payable for such accruals as follows under this subsection.

- (1) These death benefits or annuity payments shall commence on the first day of the month following the month of the Participant's death.
- (2) The monthly amount of the death benefit or annuity shall be calculated as follows. First, based upon the accruals, calculate the Participant's Normal Retirement Pension benefit in the form of a single life annuity as of the Participant's Normal Retirement Date. Second, divide the foregoing amount by two. Third, if the unmarried Participant at the time of his death was an Inactive Vested Participant who was not eligible to retire and who had not yet attained age 55, the amount above shall be further adjusted with an actuarial reduction, pursuant to procedures described in Appendix II, in order to reflect the number of years and months by which the Participant's date of death precedes his/her 55th birthday (or, notwithstanding part (1) of this subsection, the Beneficiaries can opt to defer payment without reduction with the benefit payable upon the date when, had the Participant lived, the Participant would have attained age 55). If applicable, the monthly amount of a QPSA shall be actuarially adjusted for late retirement. The result shall be the amount awarded.
- (3) If, upon death, the Participant is survived by one or more child under the age of 21, then monthly annuity payments under this Section 8.3(c) shall be made to such children as follows. Each surviving child under the age of 21 as of the first day of the month of payment shall receive an equal share of the monthly payment. These payments cease when there is no surviving child of the Participant under age 21. "Child" means a natural or adopted child of the Participant.

A minimum of 120 times the monthly amount of the death benefit or annuity shall be paid. If, upon termination of all the foregoing annuity payments, 59 or more monthly payments have already been issued, the balance of payments, if any, shall be paid in single payment to the Beneficiary(ies) of the Participant in equal shares and, subsequent thereto, all payments shall terminate. If 58 or fewer monthly annuity payments have been issued, the balance of guaranteed payments shall be accelerated monthly to the Beneficiary(ies) of the Participant in equal shares so that, by the 60th payment, all guaranteed payments have been paid and then terminate.

If a Participant dies and is not survived by a child under the age of 21, the 120-month guaranteed death benefit payments shall be paid at the rate of two payments per month in equal shares to the Beneficiary(ies) of the Participant and shall then terminate.

If an unmarried Participant is at any time not survived by any Beneficiary, death benefits shall be paid to the estate of the deceased Participant and, if no estate of the Participant is established by probate proceedings or other operation of law, the only other payment payable shall be to reimburse the Participant's reasonable funeral expenses, if any.

(d) Retroactive Annuity Starting Date: Should the effective date of any QPSA under this Section 8.3 precede the application date, the term "Annuity Starting Date" shall be replaced with the term "Retroactive Annuity Starting Date" in administration of this Section 8.3.

In the event the Annuity Starting Date of a QPSA benefit is subsequent to the Participant's Normal Retirement Date, the amount of the QPSA shall not be less than the greater of the QPSA calculated under parts (a) or (b) or one-half of the 50% qualified joint and survivor annuity pension amount based on the accruals, birthdates of the Participant and surviving Spouse and an Annuity Starting Date of the month following the month that Participant's death or the Required Minimum Distribution Date, whichever is earlier. Required interest shall be paid on any late Required Minimum Distributions in accordance with Section 9.10(b).

8.4 Waivers, Beneficiary Elections and Discharge of Obligations to Beneficiaries. If an Active or Inactive Vested Participant is married at the time of his death, his surviving Spouse is deemed to be the Participant's Beneficiary and the applicable Spouse shall receive the QPSA set forth in Section 8.2 for accruals earned under the Plan's Default Schedules and Section 8.3(a) or (b) for accruals earned under the Plan's Alternative Schedules. The QPSA benefits may not be waived by any prenuptial agreement. A waiver of the QPSA benefits is subject to the requirements of Code sections 401 and 417 and all related Treasury Regulations, including but not limited to Treasury Regulations section 1.401(a)-20. A waiver must be on a form provided by the Administrative Office. A Spouse's signature consenting to a waiver must be notarized. The waiver must name the non-spouse Beneficiary who shall receive the pre-retirement death benefit. A Spouse's waiver may only be changed with the written consent of the Participant. The non-spouse Beneficiary may be changed by the Participant only with the notarized written consent of the Spouse. The Participant may change the non-spouse Beneficiary designation by execution of a form provided by the Administrative Office. Upon revocation, any then Spouse of the Participant shall become the Beneficiary of the pre-retirement death benefit subject to a subsequent spousal waiver by way of the process set forth above.

Any unmarried Participant may name any pre-retirement death benefit Beneficiary of the Participant's choice. If an unmarried Participant subsequently marries, any prior designation of Beneficiary by the Participant is automatically revoked as to all pre-retirement death benefits that may be payable from the Plan. An unmarried Participant may change the pre-retirement death benefit Beneficiary at any time. However, if an unmarried Participant, or a married Participant whose Spouse has consented to a waiver or elected another Beneficiary, dies, any benefits payable under Section 8.3 shall be paid to the Participant's surviving children who are under the

age of 21 in accordance with Section 8.3 prior to any payment to any other Beneficiary. All Beneficiary designations, waivers, changes, and revocations must be on forms provided by or approved by the Administrative Office. All designations, waivers, changes, and revocations must be signed and dated by the Participant. If the Participant's Spouse is not the designated Beneficiary or otherwise waives entitlement to a survivor benefit, such designation by the Participant requires a waiver by the Spouse, which must be made in the presence of a Plan representative or notary public.

Payments to surviving Spouses, children under the age of 21, and Beneficiaries fully discharge periodic death benefit amounts payable under the Plan unless a contrary claim is received by the Fund prior to the periodic payment. In cases of contested periodic payments, the Fund may commence an appropriate proceeding, including but not limited to interpleader actions. In any such court action, the Fund's attorney fees and costs shall be paid from any contested periodic payments deposited with the court.

8.5 Default Beneficiary (formerly referred to as "Preference Beneficiary").

(a) Default Beneficiary of Participant. If no Beneficiary has been designated by a Participant, or if the designated Beneficiary predeceases the Participant and the Participant does not designate another Beneficiary, payment of any death benefit payable shall be made to the surviving person or persons in the first of the following classes of successor default Beneficiaries in which a member survives the Participant.

- (1) His Spouse;
- (2) His surviving children, including legally adopted children;
- (3) His surviving parent(s);
- (4) His surviving brothers and sisters.

In determining such person or persons, the Trustees may rely upon an affidavit by a member of any of the classes of default Beneficiaries above. Payment based upon such affidavit shall be full acquittance of any benefit payable under the Plan unless, before the payment is made, the Trustees have received written notice of a valid claim by some other person. If two or more persons become entitled to benefits as default Beneficiaries, they shall share equally. If no default Beneficiaries survive the Participant, then no death benefit shall be payable, except to provide for necessary funeral expenses of the Participant.

(b) Default Beneficiary of Spouse. If no Beneficiary has been designated by a surviving Spouse, or if the designated Beneficiary predeceases the Spouse and the Spouse does not designate another Beneficiary, the default Beneficiary shall be determined according to (a) above as if the Spouse were a Participant.

8.6 Death Benefits Payable to a Minor. Any death benefit payable to a minor may be paid to the legally appointed guardian of the minor, or, if there be no such guardian, to such adults as have, in the opinion of the Trustees, assumed the custody and principal support of said minor.

8.7 Compliance with Code. In accordance with the requirements of Code section 401(a)(9) and the Treasury Regulations related thereto, if a Participant dies before the Participant has begun to receive any distribution of his interest under the Plan, and no benefits are payable to a surviving Spouse in the form of a QPSA or to the surviving children under age 21, then, in that event, the Participant's entire interest shall be distributed within five years of the Participant's death. The provisions of Code section 401(a)(9) and the Treasury Regulations thereunder override any distribution feature of the Plan that is inconsistent with Code section 401(a)(9) and the Treasury Regulations thereunder. If no benefits are or shall be payable to a surviving Spouse in the form of a QPSA or to the surviving children under age 21, and more than 60 guaranteed monthly benefits are then payable, then, during such period, the total paid per month pro rata per Beneficiary shall be equal to the result of the number of guaranteed payments times the guaranteed monthly amount, divided by 60.

The five-year rule described above does not apply to QPSA payments payable to a surviving Spouse who is, under the Plan, deemed to be the designated Beneficiary of the Participant. For purposes of payments under the Plan to the Participant's surviving children under age 21, those children are deemed the designated Beneficiaries of the Participant and any surviving Spouse. Distributions to these designated Beneficiaries shall, except as described below, commence within one year of the death that results in these distributions. Distributions to these designated Beneficiaries shall be in accord with Code section 401(a)(9) and applicable Treasury Regulations and shall be so for a period not extending beyond the life expectancy of these designated Beneficiaries. These payments may continue for periods longer than five years.

A surviving Spouse entitled to a QPSA may elect to defer receipt of the annuity to a date no later than the date when the deceased Participant would have attained the Required Beginning Age. If such a surviving Spouse dies before his distribution begins and no benefits are payable to surviving children under age 21, the five-year rule shall apply to the surviving Spouse's guaranteed benefit (if any), effective with the date of the surviving Spouse's death.

If a Participant or Pensioner is not married at the date of death and is not survived by a child under the age of 21, then, under the Plan, any death benefits are payable either to designated Beneficiaries or default Beneficiaries. If a Participant or Pensioner has no named Beneficiary or any surviving default Beneficiary, then the only death benefits payable under the Plan are to provide for the necessary funeral expenses of the Participant or Pensioner in some instances. If a named Beneficiary fails to file a claim within one year of the Participant's death, then that named Beneficiary's share shall be paid pro rata among any designated Beneficiaries who do file a claim within one year of the Participant or Pensioner's death. If no named Beneficiary files a claim within one year of the Participant or Pensioner's death, then benefits shall be paid to default Beneficiaries under Article 8.5 as if no named Beneficiary survived the Participant or Pensioner. If default Beneficiaries fail to file a claim within three years of the Participant's death, then, in that event, the only death benefits payable shall be those payable under Article 8.5 as if no designated Beneficiaries or any default Beneficiaries survive the Participant. Nothing in this Article shall impair the obligation of the Plan to pay appropriate qualified pre-retirement survivor annuity and 50% qualified joint and survivor annuity benefits.

8.8 Exclusion of Living Trusts as Named Beneficiary. Due to the restrictions of the Code, the Plan does not permit Living Trusts to be a named Beneficiary. This limitation does not

prevent a Beneficiary or Participant from requesting automatic deposit of periodic payments payable to the Participant or Beneficiary into a bank account that is held by a Living Trust.

8.9 Divorce and Remarriage. The designation as a Beneficiary by a Participant of such Participant's Spouse shall be deemed revoked by the divorce of the Participant and the Participant's Spouse. If the Participant fails to make a new Beneficiary designation following divorce, Section 8.5 shall apply in determining such Participant's Beneficiary for any benefits payable due to the Participant's death. If the Participant is subsequently married, such Participant's subsequent Spouse shall be deemed to be the Participant's designated Beneficiary unless the subsequent Spouse consents to designation of another Beneficiary.

8.10 Misrepresentation, Fraud. Any misrepresentation by an applicant shall constitute grounds for the denial, suspension or discontinuance of benefits, in whole or in part, for such applicant, or for the cancellation or recovery of benefit payments made in reliance thereon. Furthermore, the benefit of a Participant or any other individual who perpetrates, or attempts to perpetrate, a fraud against the Plan and/or Trust Fund may be forfeited in the sole discretion of the Trustees.

8.11 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 9

ADMINISTRATION OF THE PLAN

9.1 Named Fiduciary. The Trustees shall be the named fiduciaries for, and, as such, shall administer the Plan according to the powers and duties granted them in accordance with the Trust Agreement.

9.2 Source of Contributions. No Covered Employee shall be permitted to make any contributions to the Fund. The sole source of contributions to the Fund shall be Employer Contributions made in accordance with the applicable Contribution Agreement.

9.3 Written Application. All applications for benefits under the Plan, whether on account of retirement or death, and all elections and designations made by Participants, Beneficiaries, or Alternate Payees under the Plan, shall be made in writing to the Trustees in the form and manner prescribed by the Trustees. The Administrative Corporation shall notify the Participant when a benefit under the Plan is requested. Such notification shall include a general description of the material features, and an explanation of the relative values of the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of Code section 417(a)(3) and Treasury Regulations section 1.417(a)(3)-1.

9.4 Necessary Information. The Trustees shall have the right to require submission of all necessary information before any benefit is paid, including records of employment; proofs of date of birth or death; and evidence of marriage and dissolution of marriage and/or divorce. No benefit dependent in any way upon such information shall be payable unless and until the information so required has been furnished. Upon receipt of such information, the Trustees shall determine the eligibility of the applicant for such benefit and shall notify the applicant of their determination and the amount of any benefit payable.

9.5 Application Required. No benefit payments shall be made under the Plan until an application as provided in Section 9.3 and all information required by Section 9.4 have been submitted to the Trustees.

9.6 Claims and Review. No Participant, Pensioner, Beneficiary, Alternate Payee, or other person shall have any right or claim to benefits under the Plan, other than as specified in the Plan. If any person shall have a dispute with the Trustees as to eligibility for benefits, type of benefits, amount of benefits, duration of such benefits, or any other right or claim to benefits under the Plan, the dispute shall be resolved solely by the Trustees under and pursuant to the Plan. The Trustees shall have the power to construe in their sole discretion the provisions of the Plan, and their decisions shall be final and binding upon all parties thereto, subject to applicable federal law. The Trustees shall also have the authority to make findings of fact in any claim presented to the Trustees and shall be the sole and exclusive judge of the credibility of any witness providing testimony or written statements for consideration by the Trustees.

(a) Any person whose application for benefits under the Plan has been denied in whole or in part, or whose claim to benefits from or against the Fund is otherwise denied, shall be notified in writing of such denial within 90 days after receipt of such application or claim. An

extension of time not exceeding 90 days may be required by special circumstances; if so, notice of such extension, indicating what special circumstances exist therefore and the date by which a final decision is expected to be rendered, shall be furnished to the claimant prior to the expiration of the initial 90-day period. The notice of denial shall set forth in a manner calculated to be understood by the claimant,

- (1) the specific reason or reasons for the denial;
- (2) specific reference to pertinent Plan provisions on which the denial is based;
- (3) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- (4) appropriate information as to the steps to be taken if the claimant wishes to submit his claim for review; and
- (5) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA section 502(a) following exhaustion of the Plan's procedures for review of denied claims.

(b) Any such person may petition the Trustees for a review of the denial. A petition for review shall be in writing, shall state in clear and concise terms the reason or reasons for disputing the denial, shall be accompanied by any pertinent documentary material not already furnished to the Trustees, and shall be filed by the claimant or his duly authorized representative with the Trustees within 60 days after the claimant received notice of the denial. The claimant or his duly authorized representatives shall be permitted to review pertinent documents and submit issues and comments in writing.

(c) Upon good cause shown, the Trustees shall permit the petition to be amended or supplemented and shall grant a hearing on the petition before a hearing panel to receive and hear any evidence or argument that cannot be presented satisfactorily by correspondence. The failure to file a petition for review within such 60-day period, or the failure to appear and participate in any such hearing, shall constitute a waiver of the claimant's right to review of the denial, provided that the Trustees may relieve a claimant of any such waiver for good cause if application for such relief is made within one year after the date shown on the notice of denial.

(d) The Trustees (or a subcommittee thereof) shall render a decision on a petition for review at the Trustees' Meeting that immediately follows the Plan's receipt of a petition unless the request is made within 30 days of the Trustees' Meeting. In such case, the Trustees (or a subcommittee thereof) may make a decision on the petition for review at the second meeting following the Trust's receipt of the petition. However, if special circumstances require an extension of time for processing, the decision shall be rendered not later than the third meeting following receipt of the petition. Whenever special circumstances require an extension of time for processing, written notice of the extension shall be furnished to the claimant before the extension period begins.

The Trustees shall notify the claimant of the benefit determination as soon as possible after the meeting, but not later than five days after the benefit determination is made. The claimant shall be advised of the Trustees' decision in writing. The decision shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision; specific references to the pertinent Plan provisions on which the decision is based; a statement that the claimant is entitled to receive upon request and free of charge reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits; and a statement of the claimant's right to bring a civil action under ERISA section 502(a).

(e) The decision of the Trustees with respect to a claim or petition for review shall be final and binding upon all parties, including the claimant and any person claiming under the claimant. The provisions of this Section 9.6 shall apply to and include any and every claim to benefits from the Fund, and any claim or right asserted under the Plan or against the Fund, regardless of when the act or omission upon which the claim is based occurred.

(f) No legal action to recover benefits under the Plan may be filed more than twelve (12) months after the date on which the Trustees render a decision on a petition for review. Any legal action filed against the Plan must be filed in the United States District Court for the Central District of California.

9.7 Proof of Life. The Trustees shall have the right to require satisfactory evidence that the individual is living on each and every date when a pension benefit is due such individual. In the absence of such evidence, when required, any payments due shall not be made until such evidence has been received.

9.8 Incapacity. If, in the judgment of the Trustees, an individual is unable to care for his affairs because of illness, accident, or incapacity, either mental or physical, then, any payment due, unless the claim shall have been made therefore by a duly appointed legal representative, may be paid to the Spouse or other person or party deemed by the Trustees to have incurred expense for the individual receiving benefits from the Plan. Any such payment shall be a payment for the account of the individual receiving benefits from the Plan and shall be a complete discharge of the liability therefore under the Plan.

9.9 Nonalienation of Benefits. Neither the Trustees, nor any Employer, shall in any manner be liable for or subject to the debts or liabilities of any Covered Employee or any individual entitled to benefits from the Plan. No individual entitled to any benefits under the Plan shall have any right to alienate, hypothecate or encumber his interest in any benefits under the Plan, and such benefits shall not in any way be subject to claim of his creditors or liable to attachment, execution, or other process of law. This provision shall not apply to any transfer made pursuant to a federal tax lien or a qualified domestic relations order.

9.10 Overpayments and Underpayments of Benefits.

(a) Recoupment of Overpayments.

If an inadvertent mistake by the Plan results in an overpayment of benefits to a Participant, Beneficiary, Pensioner, or Alternate Payee, the Plan may attempt to collect such

overpayment provided that all such attempts shall be made in accordance with SECURE Act 2.0 and the Plan's recoupment policy.

(b) Underpayments.

If the Trustees determine that the payment of benefits has resulted in an underpayment, future payments shall be increased to the correct periodic amount while the amounts of past underpayments shall be paid in a lump sum with appropriate interest. For purposes of interest to be added to the remedial payment under this subsection, the rates of interest shall be per annum and at the rate in effect at the time of the remedial payment for pensions with a Retroactive Annuity Starting Date.

9.11 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 10

SUSPENSION OF BENEFITS AND REEMPLOYMENT

10.1 Suspension of Benefits on Reemployment of a Pensioner.

(a) Suspendible Employment:

(1) Definition of “Suspendible Employment”–Prior to Attainment of Normal Retirement Age.

Prior to attainment of Normal Retirement Age, except as otherwise provided in Section 10.1(a)(3), a Pensioner must refrain from any Suspendible Employment, which is defined as:

- (i) work as an employee, employer, consultant, sole proprietor, or independent contractor in the jurisdiction of any Union whose members are Participants in the Plan or in the jurisdiction of any other local union of the IBEW that maintains a Related Plan;
- (ii) work of the type performed by Participants of the Plan on the Pensioner’s effective date of retirement; and
- (iii) work that requires directly or indirectly the use of the same skills performed by Participants of the Plan on the Pensioner’s effective date of retirement.

(2) Definition of Suspendible Employment–After Attainment of Normal Retirement Age.

After attainment of Normal Retirement Age, except as otherwise provided in Section 10.1(a)(3), a Pensioner must refrain from working 40 or more hours in any calendar month in Suspendible Employment, which is defined as:

- (i) work as an employee, employer, consultant, sole proprietor or independent consultant in the geographic jurisdiction of the Plan, which is defined under applicable Regulations as the State of California;
- (ii) work of the type performed by Participants of the Plan on the Pensioner’s effective date of retirement; and
- (iii) work that requires directly or indirectly the use of the same skills performed by Participants of the Plan on the Pensioner’s effective date of retirement.

(3) Permissible Employment After Commencement of Early and Normal Retirement Pension Benefits.

Unless otherwise prohibited elsewhere in the Plan, a Pensioner may perform the following types of employment that shall not be deemed to be Suspendible Employment, such that he may continue to receive Early and Normal Retirement Pension benefits under the Plan. Prior written notice of such employment should be provided to the Trustees:

- (i) Electrical Inspector, except as set forth in Section 10.1(b)(2)(vii) and 10.1(c)(2);
- (ii) instruction or training in the field of electrical work if the Pensioner is employed by an IBEW-NECA-sponsored training program or any administrative corporation providing services to such training program, subject to the limitations of Sections 10.1(b)(2)(xvii) and 10.1(c)(J), below;
- (iii) employment by an AFL-CIO-sponsored Council at the local, state or national level;
- (iv) employment by the IBEW International Office, employment by the National Office of NECA, or employment with any IBEW or NECA affiliated entities;
- (v) employment as a salesperson at an electrical wholesale or manufacturing facility; and/or
- (vi) employment with the State of California Department of Apprenticeship Standards.

Notwithstanding any provision of the Plan to the contrary, the benefit of a Pensioner who is serving as an Examining Officer of the Examining Board of an IBEW local union shall not be suspended for any month in which the only suspendible activity engaged in by the Pensioner is serving as an Examining Officer of the Examining Board of an IBEW local union.

(b) Suspension of Benefits Prior to Normal Retirement Age.

- (1) Prior to attainment of Normal Retirement Age, a Pensioner performing work in any month prohibited by Section 10.1(a)(1) and not described in Section 10.1(a)(3) shall have his monthly pension benefit suspended to the extent permitted under Revenue Procedure 2005-23. In addition, a Pensioner performing certain activities specified in Section 10.1(b)(2) prior to attainment of Normal Retirement Age shall have some or all of his monthly pension benefit suspended to the extent permitted under Revenue Procedure 2005-23.

- (2) Benefits payable prior to Normal Retirement Age shall be suspended in accordance with the following provisions:
- (i) only benefits accrued on or after July 1, 1986 shall be suspended for any month in which a Pensioner holds a C-10 Electrical Contracting License, and only benefits accrued on or after March 1, 1995 shall be suspended for any month in which a Pensioner holds any other form of Electrical Contracting License, including but not limited to a C-7 License.
 - (ii) only benefits accrued on or after August 1, 2003 shall be suspended for any month in which a Pensioner holds (other than a C-7 or C-10 License) any other license (including but not limited to a B license) that permits electrical work to be conducted;
 - (iii) only benefits accrued on or after July 1, 1986 shall be suspended for any month in which a Pensioner registers or remains registered for employment at any hiring hall in the electrical construction contracting industry, except registration for and/or work off an IBEW Maintenance Dispatch list;
 - (iv) only benefits accrued on or after March 1, 1995 shall be suspended for any month in which a Pensioner registers, remains registered for employment at any hiring hall for work off of an IBEW Maintenance Dispatch List, or works in maintenance as a result of being dispatched if working off such list would result in pension contributions made on the Pensioner's behalf to an IBEW-sponsored pension plan (except the National Electrical Benefit Fund ("NEBF"));
 - (v) only benefits accrued on or after July 1, 1986 shall be suspended for any month in which a Pensioner actively seeks employment in the electrical construction contracting industry by means other than the union hiring hall;
 - (vi) only benefits accrued on or after August 1, 2003 shall be suspended for any month in which a Pensioner is employed as an estimator or project manager, or in a similar position for an electrical contractor or other firm or business performing such services, if that electrical contractor or firm is signatory to a collective bargaining agreement with an IBEW local union. Such work for an electrical contractor or firm that is not signatory to a collective bargaining agreement with an IBEW local union is prohibited for all periods of benefit accrual;
 - (vii) only benefits accrued on or after December 1, 2004 shall be suspended for any month in which a Pensioner works as an

Inspector under a collective bargaining agreement requiring contributions to the Plan;

- (viii) except as otherwise provided herein, only benefits accrued on or after August 1, 2003 shall be suspended for any month in which a Pensioner registers or remains registered for employment at any hiring hall for work off an IBEW Maintenance Dispatch List if working off of such list would not result in pension contributions made on the Pensioner's behalf to an IBEW-sponsored pension plan, or for any month in which a Pensioner performs electrical maintenance that is defined as follows, if such work does not require contributions to the Plan or any Related Plan (excluding NEBF):

"Maintenance" is defined as routine, recurring and usual work for the preservation, protection and keeping of any facility for its intended purpose in a safe and continually useable condition. The following are examples of work that is permissible under the definition of "Maintenance":

- (A) moving receptacles, adding receptacles or lights to an existing circuit, and moving or adding switches to an existing circuit;
- (B) replacing a panel with a like-for-like panel, or replacing a motor with a like-for-like motor; or
- (C) adding a circuit to an existing conduit home run.

"Maintenance" does not include Electrical Construction (new or remodel). Performing Electrical Construction other than the items specifically described in (A) through (C) above under "Maintenance" shall constitute Suspendible Employment.

- (ix) only benefits accrued on or after March 1, 1991 shall be suspended for any month in which a Pensioner works for the Los Angeles Department of Water and Power in any classification other than a permanent employee. Work as a permanent employee for the Los Angeles Department of Water and Power by Pensioners prior to attaining Normal Retirement Age shall be considered as Civil Service and shall be subject to the provisions of Section 10.1(b)(2)(xi);
- (x) only benefits accrued on or after August 1, 2003 shall be suspended for any month in which a Pensioner engages in work as an electronic or computer technician;

- (xi) except as otherwise provided herein, only benefits accrued on or after August 1, 2003 shall be suspended for any month in which a Pensioner performs electrical work in Civil Service at the city, state, county or federal level;
- (xii) only benefits accrued after December 1, 1990 shall be suspended for any month in which a Pensioner engages in Civil Service employment under an IBEW Local 11–City of Los Angeles Specialty Agreement, effective December 1990;
- (xiii) only benefits accrued on or after March 23, 2000 shall be suspended for any month in which a Participant instructs in any electrical training program or retail-based electrical instruction other than any IBEW-NECA-sponsored training program;
- (xiv) only benefits accrued on or after October 1, 1987 shall be suspended for any month in which a Pensioner engages in Non-Covered Electrical Employment, as defined in Section 1.33 hereof and as otherwise provided in the Plan. The suspension of benefits under this Section 10.1(b)(2)(xiv) shall be applied in addition to the suspension provisions of other applicable provisions of this Section 10.1 and Section 1.33; and
- (xv) only benefits accrued on and after August 1, 2003 shall be suspended for that month in which a Pensioner performs the task of inspecting electrical work for quality control purposes and no other Suspendible Employment. Such quality control work has always been distinguished from acting as an Electrical Inspector enforcing codes, regulations and/or ordinances on behalf of a public agency or hospital. Inspecting electrical work for quality control purposes does not include supervising the day-to-day work of the employees of Electrical Sub-Contractors. Depending upon the circumstances, any such day-to-day supervision shall constitute Suspendible Employment and/or Non-Covered Electrical Employment subject to the applicable provisions of the Plan.
- (xvi) only benefits accrued on and after July 1, 2015 shall be suspended for that month in which a Pensioner is registered on the books at any hiring hall for employment by a private or public utility or for employment with a subcontractor to a utility, whether or not such work is covered by an IBEW collective bargaining agreement, including but not limited to work to be performed under collective bargaining agreements sponsored by Locals 18, 47, and 1245.
- (xvii) only benefits accrued on and after July 1, 2015 shall be suspended for that month in which a Pensioner is employed by an IBEW-NECA-sponsored training program or any administrative

corporation providing services to such training program on a full-time basis (30 or more hours per week).

(xviii) In addition to all pre-existing limitations of the Plan as to pre-Normal Retirement Age employment by Pensioners, all benefits accrued on and after January 1, 2017 shall be suspended for any month in which a pre-Normal Retirement Age Pensioner is employed in any position by a contractor that holds, or is required to hold, any active license subject to the California Contractors State License Board or the comparable authority of any state, territory, locality or foreign country. In addition to all pre-existing limitations of the Plan as to pre-Normal Retirement Age employment by Pensioners, all benefits accrued on and after January 1, 2017 shall also be suspended for any month in which a pre-Normal Retirement Age Pensioner is employed in any position with a construction management firm, architectural firm, engineering firm or developer, regardless of license status.

(3) In the case of a Pensioner who engages in Non-Covered Electrical Employment under Section 10.1(b)(2)(xiv), except as otherwise provided in the Plan, his pension shall resume upon cessation of such employment but no earlier than attainment of his Normal Retirement Age. In no event shall his pension benefits be suspended beyond the Pensioner's attainment of his Required Beginning Date.

(i) In no event, however, shall a Pensioner's benefit be suspended for any month that includes or follows attainment of his Normal Retirement Age unless the Pensioner is engaged in Suspensible Employment on or after his Normal Retirement Date that would cause a suspension under Section 10.1(c), below.

(c) Suspension of Benefits on or after Normal Retirement Age.

On or after attainment of Normal Retirement Age and prior to the first day of the month following the month in which the Pensioner attains age 70½, a Pensioner who has not attained age 70½ must refrain from working 40 or more hours in any calendar month in Suspensible Employment, as defined as follows:

- (1) work as an employee, employer, consultant, sole proprietor, or independent contractor in the geographic jurisdiction of the Plan, which is defined by applicable Regulations as the State of California;
- (2) work of the type performed by Participants of the Plan on the Pensioner's effective date of retirement; and
- (3) work that requires directly or indirectly the use of the same skills performed by Participants of the Plan on the Pensioner's effective date of retirement.

For purposes of the foregoing, a Pensioner who has attained Normal Retirement Age and completes 40 or more hours of service in such Suspendible Employment during any calendar month shall be deemed to be in violation of the aforesaid requirement and his pension benefit otherwise payable shall be suspended for such month. For purposes of this Section 10.1(c), "hour of service" means each hour of such Suspendible Employment for which the Pensioner is paid or entitled to payment. In addition, a Pensioner performing the following work in the State of California specified in Section 10.1(c)(1)(A) through (H) for 40 or more hours per month after attainment of Normal Retirement Age shall have some or all of his monthly pension benefit suspended to the extent permitted under Revenue Procedure 2005-23.

Benefits payable on or after Normal Retirement Age shall be suspended in accordance with the following provisions:

- (A) only benefits accrued on or after August 1, 2003 shall be suspended for any month in which a Pensioner is employed as an estimator, project manager, or similar position for an electrical contractor or other firm or business performing such services, if that electrical contractor or firm is signatory to a collective bargaining agreement with an IBEW local union. Such work for an electrical contractor or firm that is not signatory to a collective bargaining agreement with an IBEW local union is prohibited for all periods of benefit accrual;
- (B) only benefits accrued on or after December 1, 2004 shall be suspended for any month in which a Pensioner works as an Electrical Inspector under a collective bargaining agreement requiring contributions to the Plan;
- (C) except as otherwise provided herein, only benefits accrued on or after August 1, 2003 shall be suspended for any month in which a Pensioner performs electrical maintenance that is defined as follows, if such work does not require contributions to the Plan or any Related Plan (excluding NEBF):

"Maintenance" is defined as routine, recurring and usual work for the preservation, protection and keeping of any facility for its intended purpose in a safe and continually useable condition. The following are examples of work that is permissible under the definition of "Maintenance":

- (i) moving receptacles, adding receptacles or lights to an existing circuit, and moving or adding switches to an existing circuit;
- (ii) replacing a panel with a like-for like panel, or replacing a motor with a like-for-like motor; or

(iii) adding a circuit to an existing conduit home run.

“Maintenance” does not include Electrical Construction (new or remodel). Performing Electrical Construction other than the items specifically described in (i) through (iii) above under “Maintenance” shall constitute Suspendible Employment.

- (D) only benefits accrued on or after March 1, 1991 shall be suspended for any month in which a Pensioner works for the Los Angeles Department of Water and Power in any classification other than a permanent employee. Work as a permanent employee for the Los Angeles Department of Water and Power by Pensioners on or after attainment of Normal Retirement Age shall be considered as Civil Service and shall be subject to the provisions of Section 10.1(b)(2)(xi);
- (E) only benefits accrued on or after August 1, 2003 shall be suspended for any month in which a Pensioner engages in work as an electronic or computer technician;
- (F) except as otherwise provided herein, only benefits accrued on or after August 1, 2003 shall be suspended for any month in which a Pensioner performs electrical work in Civil Service at the city, state, county or federal level;
- (G) only benefits accrued on or after December 1, 1990 shall be suspended for any month in which a Pensioner engages in Civil Service employment under an IBEW Local 11–City of Los Angeles Specialty Agreement effective December, 1990;
- (H) only benefits accrued on or after March 23, 2000 shall be suspended for any month in which a Participant instructs in any electrical training program or retail-based electrical instruction, other than any IBEW-NECA-sponsored training program; and
- (I) only benefits accrued on and after August 1, 2003 shall be suspended for that month in which a Pensioner performs the task of inspecting electrical work for quality control purposes and no other Suspendible Employment. Such quality control work has always been distinguished from acting as an Electrical Inspector enforcing codes, regulations and/or ordinances on behalf of a public agency or hospital. Inspecting electrical work for quality control purposes does not include supervising the day-to-day work of the employees of Electrical Sub-Contractors. Depending upon the circumstances, any such day-to-day supervision shall constitute Suspendible Employment and/or Non-Covered Electrical Employment, subject to the applicable provisions of the Plan.
- (J) only benefits accrued on and after July 1, 2015 shall be suspended for that month in which a Pensioner is employed by an IBEW-NECA-sponsored

training program or any administrative corporation providing services to such training program on a full-time basis (30 or more hours per week).

(d) Notices.

- (1) Upon commencement of pension benefits, the Trustees shall notify the Pensioner of the Plan rules governing suspension of benefits, including the identity of the industries and geographic area covered by the Plan applicable to Pensioners who have attained his Normal Retirement Date and the geographic area of Related Plans applicable to Pensioners who have yet to attain his Normal Retirement Date. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Pensioner if there has been any material change in the suspension rules or the identity of the industries or geographic area covered by the Plan.

- (2) A Pensioner shall notify the Plan in writing within 31 days after starting any work of a type that is or may be prohibited and without regard to the number of hours of such work.

If a Pensioner has worked in Suspendible Employment in any month after Normal Retirement Age and has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he worked for 40 or more hours in such month and any subsequent month before the Pensioner gives notice that he has ceased Suspendible Employment. The Pensioner shall have the right to overcome such presumption by establishing that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits.

The Trustees shall inform all Pensioners at least once every 12 months of the reemployment notification requirements and the presumptions set forth in this paragraph.

- (3) A Pensioner whose pension has been suspended shall notify the Administrative Office when Suspendible Employment has ended. The Trustees shall have the right to hold back benefit payments until such notice is filed with the Plan.
- (4) A Pensioner may ask the Trustees whether a particular employment shall constitute Suspendible Employment. The Trustees shall provide the Pensioner with their determination.
- (5) The Trustees shall inform a Pensioner of any suspension of his benefits by notice given by personal delivery or first-class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, a copy of the relevant provisions of the Plan, a reference to the applicable regulations of the U.S. Department of Labor, and a statement of the

procedure for disputing the suspension through the review process. In addition, the notice shall describe the procedure for the Pensioner to notify the Trustees when his Suspendible Employment ends. If the Trustees intend to recover prior overpayments by offset, the suspension notice shall explain the offset procedure and identify the amount expected to be recovered, and the periods of employment to which they relate.

(e) Recommencement of Suspended Pensions.

- (1) Payments shall be made retroactive to the first day of the month following the last month for which benefits are suspended under Section 10.1(b) or 10.1(c), above. However, in no event shall the effective date of the recommencement of pension benefits be more than 12 months prior to the date the Pensioner notifies the Fund of the cessation of Suspendible Employment or Covered Hours. Payments shall resume no later than the first day of the third calendar month in which the employee ceases to be engaged in Suspendible Employment, provided that the Pensioner has notified the Fund that he has ceased such Suspendible Employment. In no event shall a Pensioner's benefits be suspended beyond the Pensioner's Required Beginning Date unless the Pensioner otherwise elects to defer distribution of pension benefits.
- (2) If a Pensioner's benefits are suspended under Section 10.1(b)(2)(xiv), in addition to the month-to-month suspension, his retirement benefits shall be administered in accordance with, Section 1.33. In no event shall his pension benefits be suspended beyond the Pensioner's attainment of his Required Beginning Date.
- (3) If a Pensioner's Early Retirement Pension benefit has been reduced pursuant to Section 4.2 or 4.3 and is suspended prior to the Participant's attainment of Normal Retirement Age, the benefit upon resumption shall be actuarially adjusted, if required, to assure monthly Early Retirement Pension benefits to be received are at least the actuarial equivalent of the Pensioner's accrued benefit at the Pensioner's Normal Retirement Age.
- (4) If the Joint and Survivor Social Security Adjustment Annuity (pursuant to Section 5.2(d)) is suspended, and, if such pension, at the time of suspension, is greater than the amount of the Early Retirement Pension benefit (pursuant to Section 4.2 or 4.3) that the Participant could have received if he would have elected such benefit under the Normal Form of payment, such Social Security Adjustment Annuity shall be actuarially adjusted.

(f) Review of Suspensions and Advice as to Potential Employment.

A Pensioner shall be entitled to a review of a determination suspending his benefits by written request filed with the Trustees within 60 days of the notice of suspension.

The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment shall be prohibited.

(g) Recovery of Overpayments.

If payments are erroneously continued during a period of employment for which benefits may be suspended under Section 10.1(b) or 10.1(c) above, the Trustees shall have the right to recover any such payments erroneously made. However, with respect to any payments due the Pensioner, such recovery shall be subject to the following limits:

- (1) In the case of an initial pension payment due following a suspension of benefits under Section 10.1(b) or (c), 100% of such initial payment may be withheld.
- (2) In the case of any pension payment other than a payment described in (1) above, 25% of such monthly pension benefit may be withheld.
- (3) If a Pensioner dies before recoupment of overpayments has been completed, deductions shall be made from the benefits payable to his surviving Spouse, subject to the 25% limitation on the rate of deduction.

(h) Remedial Amendment. This Article has been amended in its entirety effective June 1, 2004 as a reforming remedial amendment pursuant to Revenue Procedure 2005-23. This subsection (h) has been added to reflect remedial notices and payments to be issued by the Plan. Effective June 1, 2004, all provisions of the Plan requiring suspension of benefits on a month-to-month basis that were added through amendment after the inception of the Plan shall be subject to this reforming amendment, as previously set forth herein. The provisions of Section 10.1, providing for a month-to-month suspension of benefits for Suspendible Employment, including but not limited to Non-Covered Electrical Employment, shall continue to apply to all benefit accruals and to the remedial payments under this subsection.

For purposes of interest to be added to some remedial payments under this subsection, the rates of interest shall be per annum and at the rate in effect at the time of the remedial payment for pensions with a Retroactive Annuity Starting Date.

Certain Plan amendments were enacted after inception of the Plan that had the effect of restricting a Pensioner's ability to work in the electrical trade, craft or industry after early retirement. Revenue Procedure 2005-23 has clarified that only post-amendment benefit accruals may be suspended pursuant to such amendments. Section 10.1(b)(2)(i) through (xiv), 10.1(c)(A) through (H) and other related sections of the Plan reflect the effect of Revenue Procedure 2005-23 such that only post-amendment benefit accruals are subject to a month-to-month suspension by a pensioner for having engaged in such employment or activity during any month or portion thereof.

- (1) Pensioners Whose Pre-Amendment Benefit Accruals Were Suspended: Not later than January 1, 2006, the following actions shall be completed in terms of these Pensioners. First, they shall be identified by the Plan. Second, their pre-amendment benefit accruals in the form of pension

previously elected shall be calculated. Third, for each month on and after June 2004 for which their benefits were not otherwise subject to monthly suspension, they shall receive a monthly payment equal to that pre-amendment monthly benefit accrual portion of their Pension. Fourth, for any such monthly payment not paid on the first day of the month in the month due, they shall also receive appropriate interest through the date of actual payment. Fifth, they shall be advised that any post-amendment benefit accrual portion of their Pension, if any, shall be payable upon their cessation of the Suspendible Employment or activity in question unless some other provision of the Plan requires an earlier payment.

- (2) Active Vested Participants and Inactive Vested Participants with pre-amendment benefit accruals who were previously determined ineligible to commence receipt of any benefit solely due to his having engaged in suspendible employment or activity as set forth in the applicable subsection of Section 10.1(b)(2) and 10.1(c)(1): Not later than January 1, 2006, the following actions shall be completed in terms of these Participants who were not receiving a benefit as of June 1, 2004. First, they shall be identified by the Plan. Second, their pre-amendment benefit accrual as set forth in the applicable Subsection of Section 10.1(b)(2) and (c)(1) shall be calculated. Third, they shall be advised that, subject to all other requirements of the Plan, this remedial Amendment permits them to commence receipt of a Pension based upon their pre-amendment benefit accruals as set forth in the applicable Subsection of Section 10.1(b)(2) and (c)(1), with a Retroactive Annuity Starting Date as early as June 1, 2004, plus payment of appropriate interest or, in the alternative, an appropriate later Annuity Starting Date of their choice that may or may not include interest depending upon the date they elect. Fourth, they shall be advised that the balance of a Pension elected reflecting benefits accrued on and after the effective date of the applicable subsection of Section 10.1(b)(2) and (c)(1) shall be suspended on a month-to-month basis unless an earlier payment is required by other provisions of the Plan. Fifth, they shall be advised that any Pension they elect shall remain subject to the month-to-month suspension of benefit provisions of the Plan. Sixth, they shall be supplied with a pension application contemporaneous with the aforesaid notice. Seventh, they shall be advised that, should they desire a June 1, 2004 Retroactive Annuity Starting Date, they must file an application within six months of the Plan's mailing of notice of this Amendment.
- (3) Active Vested Participants and Inactive Vested Participants with pre-amendment benefit accruals who have not previously applied for a pension due to their having engaged in Suspendible Employment or suspendible activity. These Participants shall receive a copy of this Amendment. They shall be advised that those who file an application within six months of the Plan's mailing of notice of this Amendment and who meet all other requirements of the Plan shall be offered, as to their pre-amendment benefit accrual as set forth in the applicable subsection of Section

10.1(b)(2) and 10.1(c)(1), the same annuity starting-date options, including, if applicable, Interest, as are provided under Section 10.1(h)(2) above.

All other terms and conditions of the Plan shall remain in full force and effect. This subsection (h) shall be construed and interpreted to assure good-faith compliance with Revenue Procedure 2005-23. No provision has been included for non-pensioners for periods of post-Normal Retirement Age work of 40 hours or more per month in Suspendible Employment, as defined in Section 10.1(c), because such activity prior to the Required Beginning Date of pension benefits has, at all relevant times, always constituted Suspendible Employment under the Plan. In addition, no provision has been included for Participants or Pensioners who engage in any Suspendible Employment prior to attainment of Normal Retirement Age, as defined in Section 10.1(a)(1), because such activity has always, at all relevant times, constituted Suspendible Employment under the Plan resulting in a suspension of pension benefits for any month in which a pensioner engages in Suspendible Employment. No actuarial increase for delayed retirement beyond Normal Retirement Age is available for any month in which the Participant engaged in an activity that would result in the suspension of monthly pension benefit payments.

10.2 Reemployment After Benefit Commencement. If a Pensioner is reemployed in Covered Employment, he may accrue additional benefits, subject to the following limitations:

(a) No additional benefits shall be accrued unless the Participant earned at least 750 Vesting Hours during the Plan Year in which the additional benefits were accrued. However, if a Pensioner does not have sufficient hours in one Plan Year to meet such requirement, these hours shall be carried over one Plan Year and shall be added to the hours in that Plan Year for purposes of determining qualification under the 750 Vesting Hour Rule. Alternatively, and without duplication of credits, Covered Hours earned since the last year for which additional benefits have accrued shall be cumulated and earn additional benefits if 1,500 or more Covered Hours have been earned.

(b) Any additional pension benefits earned for employment after attainment of the Required Beginning Date shall commence annually by April 1. Any other additional pension benefits due a Pensioner shall commence in accord with the following provisions of this subsection. In all cases, if a Pensioner dies before the commencement of payment of additional pension benefits, the death benefits attributable to the additional pension benefit shall commence with the first payment following the Pensioner's death.

Additional benefits earned due to Covered Employment commenced prior to Normal Retirement Age shall be payable as a separate and distinct annuity. While the benefit suspended due to Covered Employment is subject to resumption in its preexisting form upon notice to the Plan that Suspendible Employment is terminated, subject to any withholding for previously overpaid benefits, the additional annuity benefit earned is subject to the application and election requirements of Article 5 and all related provisions of the Plan. The additional annuity shall have a separate and distinct Annuity Starting Date. The additional annuity may be paid in any form other than in the form of a Social Security Adjustment Annuity. No form of Social Security Adjustment Annuity shall be available as a part of this election process.

If the Pensioner's pension benefit was not in suspension on his Normal Retirement Date, any additional benefits earned due to Covered Employment commenced on or after attainment of Normal Retirement Age shall be payable in the following pension form:

- (1) If the Pensioner originally elected to receive the Normal Form of payment, or if the Pensioner had originally elected any Joint and Survivor form of Pension but the marriage in effect on the Benefit Commencement Date of such original pension has since terminated, then his additional pension shall be payable in the form of a life annuity with monthly payments to the Pensioner for as long as he lives. However, if the Pensioner is remarried as of the recommencement date, the Pensioner and the Spouse shall elect a form of pension with respect to the additional pension as provided in Article 5.
- (2) If the Pensioner originally elected to receive the Normal Form of payment, or the Joint and 66⅔% Survivor Pension, Joint and 75% Survivor Pension or the Joint and 100% Survivor Pension, he shall receive his additional pension in the same form as originally selected, provided the marriage in effect on the Benefit Commencement Date of the Pensioner's original pension is still in effect. The Actuarial Equivalent value for such additional pension shall be based on the ages of the Participant and his Spouse on the Benefit Commencement Date of the additional pension.
- (3) If the Pensioner originally elected to receive the Social Security Adjustment Annuity, he shall receive his additional pension in the Normal Form of payment, or in the form of a Joint and 66⅔% Survivor Pension, Joint and 75% Survivor Pension or Joint and 100% Survivor Pension (whichever corresponds to the percentage originally elected by the Participant when he elected the Social Security Adjustment Annuity, provided the marriage in effect on the Benefit Commencement Date of the Pensioner's original pension is still in effect. The Actuarial Equivalent value for such additional pension shall be based on the ages of the Pensioner and his Spouse on the Benefit Commencement Date of the additional pension.

10.3 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 11

AMENDMENT AND TERMINATION

Rehabilitation Plan: The modifications to eligibility and benefit amounts contained within the 2016 Rehabilitation Plan are permanent for all benefits first paid on and after April 1, 2017, absent adoption of further Amendments by the Trustees. As experience warrants, the law permits further reductions in benefits for prospective accruals as may be necessary. The law limits the ability of the Trustees to adopt any benefit restoration or improvement Plan Amendments.

11.1 Plan Amendment. Subject to the terms and conditions of the Contribution Agreement, the Trust Agreement, and any applicable laws or regulations, the Trustees may at any time or times amend or modify the Plan, retroactively or otherwise, in any respect consistent with the intent of the Plan and with the requirement that at all times the Plan shall conform to the applicable requirements of the Labor Management Relations Act, 1947, as amended; ERISA; and the Code, and that Employer Contributions shall be deductible as an item of expense by the Employer for income tax purposes. No amendment or modification of the Plan may reduce any benefits payable to Pensioners who have retired prior to such amendment or modification. No amendment shall change the vesting schedule under the Plan unless each Vested Participant and each other Participant who is accruing Vesting Service Years as of the later of the date of adoption of or the effective date of such amendment shall have a nonforfeitable percentage of his accrued benefit at least as great as the nonforfeitable percentage determined under the vesting schedule in effect prior to such amendment. No such amendment or modification shall result in any portion of the Funds' assets to be recovered by any Employer, the Association or the Union, or cause or result in the expenditure of any portion of the Funds' assets for any purpose other than for the exclusive benefit of Participants or Beneficiaries, or for any payment or expenditure authorized under the Plan or the Trust Agreement. No amendment or modification of the Plan shall be adopted that shall in any way impair the actuarial soundness of the Plan.

11.2 Effect of Amendment to Trust Agreement or Contribution Agreement. If the Trust Agreement or the Contribution Agreement is amended by the insertion, modification, or deletion of any provisions relating to or affecting the Plan, the Trustees, to the extent legally permissible and in conformity with Section 11.1, shall amend the Plan to effectuate the intent of such amendment of the Trust Agreement or the Contribution Agreement.

11.3 Notice of Plan Amendment. If the Plan is amended, the Trustees shall notify all Participants, Pensioners, and Beneficiaries, as well as the Associations, the Union, the Employers, and the Plan administrator, to the extent required under applicable law.

11.4 Tax-Qualified Status. It is intended that the Plan shall constitute a qualified pension plan under the applicable provisions of the Code, as now in effect or hereafter amended. Any modification or amendment of the Plan may be made retroactively, if necessary or appropriate, to qualify or maintain the Plan as a plan meeting the requirements of the applicable provisions of the U.S. federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

11.5 Employer Recovery of Contributions. No contribution to the Fund required from any Employer by the Trust Agreement shall be recoverable by any Employer, or be used for or diverted for purposes other than for the exclusive benefit of the individuals entitled to benefits under the Plan, provided, however, that, in the event any Employer shall make any payment to the Trust in excess of the amount required by the Contribution Agreement and/or Trust Agreement, then (a) to the extent such excess payments by such Employer are currently deductible under Code section 404, such excess contributions may be applied in satisfaction of any succeeding payment due from such Employer, or, in the discretion of the Trustees, may be refunded to the Employer within six months of the date the Trustees discover the mistake, and (b) to the extent such excess payments are not currently deductible under Code section 404, such excess contributions shall be returned to the applicable Employer.

11.6 Effect of Rehabilitation Plan. The modifications to eligibility and benefit amounts contained within the 2016 Rehabilitation Plan are permanent for all benefits first paid on and after April 1, 2017, absent adoption of further Amendments by the Trustees. As experience warrants, the law permits further reductions in benefits for prospective accruals as may be necessary. The law limits the ability of the Trustees to adopt any benefit restoration or improvement Plan Amendments.

11.7 Plan Merger or Consolidation. In no event shall the Plan be merged or consolidated with any other plan, nor shall there be any transfer of assets or liabilities from the Plan to any other plan, unless immediately after such merger, consolidation or transfer, each Covered Employee shall (if the Plan then terminated) be entitled to receive a benefit immediately after the merger, consolidation or transfer that is equal to or greater than the benefit he was entitled to immediately before the merger, consolidation or transfer (if the Plan had then terminated).

11.8 Amendment Subject to Funding Requirements. The Plan shall not be amended at any time during which a Funding Improvement or Rehabilitation Plan is in effect, except as otherwise permitted under applicable law, including Code section 432(d) and (f).

11.9 Plan Termination. It is expected that the Plan shall continue in effect indefinitely and that each Employer shall continue to make contributions required by the applicable Contribution Agreement. However, subject to the Trust Agreement, the Trustees reserve the right to institute proceedings to affect a partial or total termination of the Plan.

In the event of a partial or total termination of the Plan, the Normal Retirement Pension benefit credited to each Participant as of the date of termination shall be nonforfeitable.

11.10 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 12

PROVISIONS APPLICABLE TO FORMER IBEW LOCAL UNION 440 PENSION PLAN PARTICIPANTS

12.1 Minimum Benefit. Under all circumstances, benefits payable under the Plan shall be at least equal in value to the benefits accrued under the IBEW Local Union 440 Pension Plan as that plan existed on August 31, 1975.

12.2 Minimum Benefit Terms of Payment. To the extent that benefits are payable under Section 12.1 of this Article 12, such benefits may be paid under the terms and conditions of the IBEW Local Union 440 Pension Plan as it existed on August 31, 1975; provided, however, that in all instances the values of such benefits shall not exceed the values as established on September 1, 1975; and provided further that Section VI (a)(2)(d) and Section VI (a)(2)(e) of the Pension Plan of Local Union 440 International Brotherhood of Electrical Workers of Riverside County be amended as follows: the phrase “two consecutive calendar years,” wherever it appears in these sections, shall be replaced by the phrase “twenty-four consecutive calendar months.”

12.3 Actuarial Reduction. Irrespective of Sections 12.1 and 12.2, if benefits are otherwise payable under the Plan to Participants who were former IBEW Local Union 440 Pension Plan participants, then, to the extent that benefits are payable under Section 13.2, the benefits otherwise payable under the Plan shall be reduced in an amount that has the Actuarial Equivalent value of such benefits. All benefit reductions shall be determined by the actuaries for the Plan.

12.4 Benefit Increase. The retirement benefits payable to former IBEW Local Union 440 Pension Plan participants who are retired and receiving a monthly pension as of August 31, 1975 shall be increased, effective September 1, 1975, to \$6.00 per month for each year of Credited Past Service. No death benefits shall be paid pursuant to this provision.

12.5 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 13

PRO RATA PENSIONS

13.1 Purpose. Pro Rata Pensions are provided under the Plan for an Employee:

(a) who would otherwise be ineligible for a pension because his years of employment have been divided between employment creditable under the Plan and employment creditable under another pension plan; or

(b) whose pension would otherwise be lower because of such division of employment.

13.2 Related Plans. By resolution duly adopted, the Trustees may recognize another pension plan as a Related Plan. Recognition of employment under the Related Plan, and payment of Pro Rata Pensions with respect to such employment, shall be governed by the reciprocity agreement between the Plan and the Related Plan, subject to the rules of this Article 13.

13.3 Related Hours. The term “Related Hours” means hours of employment that are creditable under a Related Plan. Effective July 1, 2010, for benefits first payable prior to April 1, 2017 for the sole purpose of determining eligibility for an Early Retirement Pension benefit prior to age 55 with Total Credited Service of 42,500 hours under Section 3.2(b), Related Hours shall be treated as if they were Total Credited Service under the Plan only if such hours were worked prior to July 1, 2010. For benefits first payable on or after April 1, 2017, for the sole purpose of determining unreduced early retirement eligibility (on or after meeting the requirements, e.g., Age 56, 44,500 Covered Hours and Active Status, as described in the preambles to Articles 3 and 4), Related Hours shall be treated as if they were Covered Hours under the Plan only if such hours were worked prior to July 1, 2010.

13.4 Related Credit. The term “Related Credit” means credited service, or portions thereof, creditable to an Employee under a Related Plan, recognizable by the Plan pursuant to the terms of a reciprocity agreement.

13.5 Combined Pension Credit. The term “Combined Pension Credit” means the total of an Employee’s Related Credit plus the Pension Credit accumulated under the Plan (hereinafter referred to as Southern California Credit), including but not limited to the Future Service Unit requirement.

13.6 Non-Duplication. An Employee shall not receive double credit for the same period of employment.

13.7 Eligibility for a Pro Rata Pension. The Employee must have 1,500 hours of Southern California Credit. Such an Employee who is retired shall be eligible for a Pro Rata Pension if he would be eligible for a Pension under the Plan if his Combined Pension Credit were treated as Southern California Credit.

13.8 Break-in-Service. Related Hours shall be considered in determining whether an Employee has incurred a Divesting Service Year.

13.9 Amount of Pro Rata Pension. The monthly amount of the Pro Rata Pension payable under the Plan is determined in the same way as the Normal Retirement Pension, Early Retirement Pension, disability pension (to the extent available under Appendix IV - Rehabilitation Plan), vested pension or survivor pension is determined, based solely on the Pension Credits earned under the Plan. The benefit unit on which a Pro Rata Pension is based may not exceed the benefit unit applicable to the Participant on his last Covered Hour under the Plan.

13.10 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 14

TRANSFER OF CONTRIBUTIONS

14.1 Purpose. By allowing for a transfer of contributions between participating funds, a pension is provided or enhanced under the Plan for Employees who would otherwise be ineligible for a pension because their years of employment have been divided between different pension plans or, if eligible, whose pension would be less than the full amount because of such division of employment. The provisions of this Article are operative only if the Electrical Industry Pension Reciprocal Agreement has been adopted by the signatory funds in whose jurisdiction the employee works.

Transfer of contributions to or from the Plan shall or may be made pursuant to forms or methods as set forth in the Electrical Industry Pension Reciprocal Agreement from time to time. It is the sole responsibility of the individual requesting a transfer of contributions to timely register for transfers in accord with the provisions of the Electrical Industry Pension Reciprocal Agreement and to file any and all required forms, if any, with the appropriate plan.

14.2 Home Pension Fund. The Plan is the home defined benefit pension fund of Employees who are members of IBEW local unions 11, 440, 441 and 477, all of which local unions participate in the Plan by virtue of collective bargaining agreements requiring contributions to the Plan. If an employee is not a member of an IBEW local union, or the employee's IBEW local union does not have a pension fund, or the employee is not a participant in or has no credited service in his local union's fund, then his home defined benefit fund shall be the Participating Pension Fund(s) in which he currently participates or has credited service at the time he files an authorization form requesting reciprocity.

14.3 Participating Pension Fund. Each jointly administered defined contribution plan or jointly administered defined benefit plan that has executed the Electrical Industry Pension Reciprocal Agreement that covers employment within the jurisdiction of an IBEW local union is considered a "Participating Pension Fund."

14.4 Transfer Timing. At least monthly, each Participating Pension Fund(s) shall transfer to the electing employee's home fund(s) an amount equal to all contributions received. There shall be no administrative fee charged by a Participating Pension Fund for the transfer or for any other reason. If the employee electing reciprocity has two home funds, a defined benefit fund and a defined contribution fund, the Participating Pension Fund shall transfer all monies to whichever home fund is the same type as the Participating Pension Fund (defined benefit to defined benefit, defined contribution to defined contribution). If the employee electing reciprocity has only one home fund, the Participating Pension Fund(s) shall transfer all monies to that home fund. All hours worked in any Participating Pension Fund for which contributions are transferred pursuant to an employee's election for reciprocity shall be counted as vested service by the employee's home pension fund receiving the transferred contributions on an hour-for-hour basis. In computing the amount of benefits payable under the home pension fund receiving reciprocal contributions, full credit shall be given to Employer Contributions forwarded to said pension fund by Participating Pension Funds, as well as those Employer Contributions received or required to be received by the home pension fund directly from its contributing employers. The

eligibility for and/or payment of the pension shall be solely subject to the provisions of the home pension fund receiving reciprocal contributions.

14.5 Special Provisions. Participants in the Plan may also participate in the Southern California IBEW-NECA Defined Contribution Plan, Orange County IBEW-NECA Defined Contribution Plan and/or the Inland Empire IBEW-NECA Pension Trust Fund. Notwithstanding anything in the Plan to the contrary, no Plan Year in which at least 375 hours of reciprocal contributions are made on behalf of a Participant to either of the Southern California IBEW-NECA Defined Contribution Plan or the Orange County IBEW-NECA Defined Contribution Plan shall constitute a portion of a Break-in-Service for such a Participant under the Plan. The preceding sentence includes contributions that are contributed directly to either the Southern California IBEW-NECA Defined Contribution Plan or the Orange County IBEW-NECA Defined Contribution Plan through the terms of a collective bargaining agreement, participation agreement, or a reciprocity authorization.

Reciprocity contributions shall be received from Participating Pension Funds pursuant to appropriate authorizations by the Employee under the Electrical Industry Pension Reciprocity Agreement. Contributions that a Participating Pension Fund is willing to transfer may be received for a period not to exceed 18 months prior to the Employee's authorization.

Reciprocity contributions shall be transmitted to Participating Pension Funds on a prospective basis pursuant to an Employee's authorization under the Electrical Industry Pension Reciprocity Agreement. If a Participating Pension Fund is willing to accept a transfer of contributions received prior to the Employee's authorization for transfer, such contributions shall be transferred for a period not to exceed 18 months prior to the Employee's authorization for transfer.

Any and all contributions transmitted to the Trust Fund pursuant to a duly executed Salting Agreement between the Participant and a sponsoring IBEW Local Union to this Plan or any other related IBEW Local Union shall be accepted by the Trustees and benefits shall be accrued under the Plan by the Participant on whose behalf such contributions were made. Services or employment performed by a Participant pursuant to a duly executed Salting Agreement shall not constitute Non-Covered Electrical Employment as described in Section 1.33. No Break-in-Service shall apply during any period in which a Participant was working under a duly executed Salting Agreement.

14.6 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 15

BENEFIT LIMITATIONS

15.1 Limitations on Benefits.

(a) In General. Notwithstanding anything to the contrary in the Plan, in no event shall the Annual Benefit (as defined below) with respect to a Participant on a single life basis under the Plan or any other defined benefit plan maintained by the Participant's contributing employer or any affiliate of the Participant's contributing employer under which the Participant is covered as a participant exceed the lesser of (i) the "Defined Benefit Dollar Limitation" (as defined below), or (ii) the "Defined Benefit Compensation Limitation" (as defined below). The limitations, adjustments and other requirements prescribed herein shall at all times comply with the provisions of Code section 415 and the Treasury Regulations thereunder, the terms of which are specifically incorporated herein by reference.

(b) Definitions.

- (1) Defined Benefit Compensation Limitation. The annual compensation of each Participant taken into account in determining benefit accruals in any Plan Year shall not exceed \$350,000 effective as of January 1, 2025 and as adjusted thereafter for cost-of-living increases in accordance with Code section 415(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. To the extent that the provisions of other sections of the Plan are inconsistent with the provisions of this Section 15.1, the provisions of this Section 15.1 shall govern.
- (2) Defined Benefit Dollar Limitation. The "Defined Benefit Dollar Limitation" is \$280,000 effective as of January 1, 2025 and as adjusted thereafter in accordance with Code section 415(d) in such manner as the Secretary shall prescribe. A limitation as adjusted under Code section 415(d) shall apply to Limitation Years ending with or within the calendar year for which the adjustment applies.
- (3) Annual Benefit. The "Annual Benefit" means a retirement benefit that is payable annually in the form of a single life annuity with no ancillary benefits and determined without regard to any rollover contributions or contributions made by a Participant. If the benefit under the Plan is payable in any other form (other than a 50% qualified joint and survivor annuity), the annual benefit shall be adjusted to the equivalent of a single life annuity as set forth herein. The annual limitation applicable to rollover contributions, contributions made by a Participant and any transferred contributions shall be determined in accordance with Treasury Regulations section 1.415(b)-1(b)(2).

- (4) Compensation. “Compensation” means compensation as defined in Treasury Regulations section 1.415(c)-2(b) and including those items specified in Treasury Regulations sections 1.415(c)-2(e)(2); 1.415(c)-2(e)(3)(i), (ii), and (iii); 1.415(c)-2(e)(4); and 1.415(c)-2(g)(5) and (g)(6). Compensation shall not reflect compensation for a year that is in excess of the limitation under Code section 401(a)(17) that applies to that year. Compensation shall also include the amount of any differential wage payments made by the Employer in accordance with Code sections 3401(h) and 414(u)(12).
- (5) Limitation Year. The “Limitation Year” is the Plan Year.
- (6) Maximum Permissible Benefit. The “Maximum Permissible Benefit” is the defined benefit dollar limitation (adjusted where required, as provided in (i) and, if applicable in (ii) or (iii) below).
- (i) Fewer Than 10 Years of Participation. If the Participant has fewer than 10 years of participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is 10.
- (ii) Benefits Beginning Before Age 62. If the benefit of a Participant begins before the Participant attains age 62, the Defined Benefit Dollar Limitation applicable to the Participant at such earlier age is an Annual Benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the Defined Benefit Dollar Limitation applicable to the Participant at age 62 (adjusted under (i) above, if required). The Defined Benefit Dollar Limitation applicable at an age before age 62 is determined as the lesser of (A) the amount determined by multiplying the Defined Benefit Dollar Limitation by the ratio of the annual amount of the single life annuity beginning at such earlier age (computed using the interest rate and mortality table or other tabular factor specified for Early Retirement Pension benefits in the Plan) to the amount of the single life annuity under the Plan commencing at age 62, and (B) the Actuarial Equivalent (at such age) of the Defined Benefit Dollar Limitation computed using a 5% interest rate and the Applicable Mortality Table as defined in Article 1 (with both such amounts determined without application of the rules under Code section 415).
- (iii) Benefits Beginning After Age 65. If the benefit of a Participant begins after the Participant attains age 65, the Defined Benefit Dollar Limitation applicable to the Participant at the later age is the Annual Benefit payable in the form of a straight life annuity beginning at the later age determined as the lesser of (A) the

amount determined by multiplying the Defined Benefit Dollar Limitation by the ratio of (1.) the annual amount of the single life annuity beginning at such later age (computed using the interest rate and mortality assumptions for delayed retirement benefits under the Plan, if applicable, even if such adjustments are applied to offset benefit accrual), to (2.) the annual amount of the single life annuity under the Plan commencing at age 65 (computed without using the interest rate and mortality assumptions for delayed retirement benefits under the Plan, if applicable) (with both such amounts in (1.) and (2.) determined without application of the rules of Code section 415 and by disregarding accruals after age 65), and (B) the Actuarial Equivalent at such age of the Defined Benefit Dollar Limitation computed using a 5% interest rate and the Applicable Mortality Table as defined in Article 1. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored. No forfeiture shall be deemed to occur if, at such time, the Plan provides a QPSA and does not charge the Participant for such coverage.

ARTICLE 16

TOP HEAVY PROVISIONS

16.1 Top-Heavy Rules. Notwithstanding any other provisions of the Plan, if for any Plan Year the Plan is determined to be top-heavy within the meaning of Code section 416(g), then the following requirements shall apply.

(a) Determination of Key Employees. A “Key Employee” means, for any Plan Year, any Employee or former Employee (including any deceased Employee) or Spouse of such Employee or former Employee who at any time during the Plan Year that includes the determination date was (i) an officer of the Employer, having annual compensation greater than \$235,000 (or such other amount as may be in effect under Code section 416(i)(1) for Plan Years beginning after December 31, 2002); (ii) a Five-Percent Owner of the Employer within the meaning of Code section 414(i)(1)(A)(ii) and (B)(ii); or (iii) a One-Percent Owner of the Employer having annual compensation of more than \$150,000, within the meaning of Code sections 416(i)(1)(A)(iii) and (B)(ii) and the Treasury Regulations thereunder. For this purpose, annual compensation means compensation within the meaning of Code section 415(c)(3). The determination of who is a Key Employee shall be made in accordance with Code section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

(b) Determination of Present Values and Amounts.

- (1) In General. This subsection (b) shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of Employees as of the determination date.
- (2) Distributions During Year Ending on the Determination Date. The present values of accrued benefits and the amounts of account balances of an Employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Code section 416(g)(2) during the one-year period ending on the determination date. The preceding sentence also shall apply to distributions under a terminated plan that, had it not been terminated, would have been aggregated with the Plan under Code section 416(g)(2)(A)(i). In the case of a distribution made for a reason other than separation from service, death, or disability, these provisions shall be applied by substituting “five-year period” for “one-year period.”
- (3) Employees Not Performing Services During Year Ending on the Determination Date. The accrued benefits and accounts of any individual who has not performed services for the Employer during the one-year period ending on the determination date shall not be taken into account.

(c) Minimum Benefits. For purposes of satisfying the minimum benefit requirements of Code section 416(c)(1) and in determining years of service with the Employer, any service

with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan provides no benefits (within the meaning of Code section 401(b)) to a Key Employee or former Key Employee.

(d) Top-Heavy Plan Year. The Plan shall be considered a “Top-Heavy Plan” for any Plan Year in which (1) the Present Value of Accrued Benefits of Key Employees under the Plan and (2) the sum of the aggregate accounts of Key Employees in any plan of an aggregation group exceeds 60% of the Present Value of Accrued Benefits under the Plan plus the aggregate accounts of all Participants in any plan of an aggregation group.

16.2 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 17

MISCELLANEOUS

17.1 General. The Plan, but not the trust instrument under which the funds of the Plan are held, unless so provided in such instrument, shall be construed, regulated and administered in accordance with ERISA and, to the extent not preempted thereby, in accordance with the laws of California.

17.2 Gender, Singular and Plural References. References in the Plan to one gender shall be deemed gender neutral (i.e., inclusive of all genders, gender identities or expressions of gender), singular references shall include the plural, and plural references shall include the singular, unless the context clearly requires otherwise.

17.3 Rights Conditioned on Plan Sufficiency. The right of every Participant, Spouse, Beneficiary, former Participant, and any other person to a benefit under the Plan, regardless of whether that right has become nonforfeitable, shall be subject to and conditioned upon the sufficiency of the assets of the Fund in the event that the Plan is entirely or partially terminated.

17.4 Headings. The headings of the Plan are inserted for convenience and reference only and shall have no effect upon the meaning of the provisions hereof.

17.5 Exclusion and Separability. Each provision hereof shall be independent of each other provision hereof and, if any provision of the Plan proves to be, or is held by any court, tribunal, board or authority of competent jurisdiction to be, void or invalid as to any Participant or group of Participants, such provision shall be disregarded and shall be deemed to be null and void and not part of the Plan. However, such invalidation of any such provision shall not otherwise impair or affect the Plan or any of the other provisions or terms hereof.

17.6 Compliance with Rehabilitation Plans. All provisions of this Article are subject to the limitations and restrictions of Appendix IV.

ARTICLE 18

EXECUTION

EXECUTED at Pasadena, California on this 27th day of August, 2026 by the Board of Trustees of the Southern California IBEW-NECA Pension Trust Fund.

By _____
Chairman

By _____
Secretary

APPENDIX I

RULES RELATING TO EMPLOYER WITHDRAWAL LIABILITY

Section 1. Preamble. This Appendix I to the Plan sets forth rules applicable to the determination of employer withdrawal liability as established under the Multiemployer Pension Plan Amendments Act of 1980 (the “Act”), which is a part of ERISA. These rules shall apply to complete or partial withdrawals, as defined in the Act, occurring after April 28, 1980. The relevant provisions of the Act shall apply to any matter affecting an Employer’s withdrawal liability to the extent that such matter is not addressed in this Appendix I.

Section 2. In determining the fractions for allocating:

(a) The Employer’s proportional share of the unamortized amount of the change in unfunded vested benefits, as described in ERISA section 4211(b)(2)(E);

(b) The Employer proportional share of the unamortized amount of the Plan’s unfunded vested benefits for the Plan year ended June 30, 1979, as described in ERISA section 4211(b)(3)(B); and

(c) The Employer’s proportional share of the unamortized amount of the reallocated unfunded vested benefits, as described in ERISA section 4211(b)(4)(D),

the following rules described in Section 3 and Section 4 shall apply in determining the denominator of such fractions.

Section 3. In calculating the denominator for the fractions described in Section 2, only contributions of significant withdrawn Employers shall be excluded.

Section 4.

(a) For purposes of Section 4, a significant withdrawn Employer means:

(1) an Employer to whom the Plan has sent a notice of withdrawal liability under ERISA section 4219, or

(2) a withdrawn Employer that, in any Plan Year used to determine the denominator of a fraction, contributed at least \$250,000.00, or, if less, 1.0% of all contributions made by Employers for that year.

(b) If a group of Employers withdraws in a concerted withdrawal, they shall be considered a single employer for purposes of determining whether they are a significant withdrawn Employer under subsection (a) above. A concerted withdrawal means the discontinuance of contributions to the Plan during a single Plan Year,

(1) by an Employer Association, or

(2) by all or substantially all of the Employers covered by a single collective bargaining agreement, or

(3) by all or substantially all of the Employers covered by Contribution Agreements with a single labor organization.

Section 5. The Trustees have determined that the Plan primarily covers employees in the building and construction industry.

APPENDIX II

RULES AND REGULATIONS PERTAINING TO PENSION OPTIONS

Notwithstanding any other Plan provisions to the contrary, any optional form of benefit subject to Code section 417(e)(3) shall be calculated as the greater of (i) or (ii) as follows:

(i) the actuarially equivalent value as determined using the Plan provisions in effect on June 30, 2008; or

(ii) the actuarially equivalent value as determined under Section 417(e)(3) for Plan Years beginning after December 31, 2007 using the “Applicable Mortality Table,” as defined in Plan Section 1.13, and the “Applicable Interest Rate,” as defined in Plan Section 1.12.

(iii) If the Plan benefit is subject to Code section 417(e)(3), Actuarial Equivalent for this purpose means the greatest of the following benefit amounts: (1) the straight life annuity benefit computed using the interest rate and the mortality table or tabular factor specified in the Plan for actuarial equivalence; (2) the straight life annuity benefit computed using a 5.5% interest rate assumption and the Applicable Mortality Table; or (3) the Applicable Interest Rate under Code section 417(e)(3) and the Applicable Mortality table, divided by 1.05.

(Not included. See explanatory note in Table of Contents)

APPENDIX III

CREDIT FOR MILITARY SERVICE

If a Participant is or was engaged in military service during a period covered by applicable federal law governing veterans' reemployment rights, he may earn Credited Future Service pursuant to Section 1.20, Credited Past Service pursuant to Section 1.21(c), and Vesting Hours pursuant to Section 1.51(d).

Notwithstanding any provision of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code section 414(u).

Contributions shall be credited on behalf of a Participant during periods of military service in accordance with Section 1.20 of the Plan at the hourly Employer Contribution rate for the Plan in effect in the collective bargaining agreement between the IBEW and NECA that governs the jurisdiction of the Participant's IBEW membership for the month in which the hours are being credited. Contributions shall be credited on behalf of a non-bargaining unit employee in accordance with the terms of the Contribution Agreement in effect for the Participant's last Employer prior to the commencement of military service in accordance with the hourly Employer Contribution rate specified in such Contribution Agreement for the month in which hours are being credited.

Contributions credited under this Appendix III are paid out of Plan assets and are contingent upon satisfaction of the requirements of Sections 1.20 and 1.47(b).

APPENDIX IV

REHABILITATION PLAN

At its October 20, 2009 meeting, the Board of Trustees adopted the Rehabilitation Plan for the Plan Year beginning 2009. The Rehabilitation Plan was first effective October 28, 2009 for all benefits commenced on or after October 28, 2009 and superseded the provisions of the Plan to the extent those provisions were inconsistent with the provisions of the Rehabilitation Plan. Benefits commenced prior to October 28, 2009 continue to be governed by other applicable provisions of the Plan.

Because of its changes under the Rehabilitation Plan for the Plan Year beginning 2009, the Plan was certified on September 28, 2010 to not be in critical or endangered status and the Plan's Rehabilitation Plan Period ended.

Furthermore, the Plan was certified by its actuary on September 28, 2016 to be projected to be in critical status for the Plan Year beginning July 1, 2018, pursuant to IRC Section 432(b)(3). Pursuant to IRC Section 432(b)(4) and the authority and direction of the Board of Trustees, on September 28, 2016 the Chair and Secretary elected for the Plan to be in critical status effective July 1, 2016.

Effective for the Plan Year beginning July 1, 2016, a new cumulative and additional Rehabilitation Plan was adopted as of September 28, 2016 by the Board of Trustees. The July 1, 2016 Rehabilitation Plan (Part B) was amended October 27, 2016 by the Board of Trustees. The July 1, 2016 Rehabilitation Plan is incorporated in full as follows and now controls over any conflicting provisions of this Appendix.

The original Memorandum detailing the July 1, 2016 Rehabilitation Plan (Part B) was mailed out to all Participants. If a Participant did not receive the original Memorandum regarding "Benefit Changes under the Critical Status Rehabilitation Plan" and would like to receive additional copies of these documents, the Participant should contact the Administrative Office at the nationwide, toll-free number (800) 824-6935 or at the primary business number (323) 221-5861.

SOUTHERN CALIFORNIA IBEW – NECA PENSION PLAN

REHABILITATION PLAN

PART B FOR PLAN YEAR BEGINNING JULY 1, 2016

Introduction

The Pension Protection Act of 2006 (“PPA”) as amended, requires the Trustees of a multiemployer pension plan that have elected critical status after being certified by the plan’s actuary as being projected in Critical Status (also known as “Red Zone” status) to develop a Rehabilitation Plan (“RP”). An RP must prescribe actions, including recommended actions to be taken by the bargaining parties that are expected to enable a plan to meet stated financial benchmarks by the end of the Rehabilitation Plan Period, based on reasonably anticipated experience and on reasonable actuarial assumptions. The Southern California IBEW-NECA Pension Plan (“Plan”) was certified by its actuary on September 28, 2016 to be projected to be in critical status for the Plan Year beginning July 1, 2018, pursuant to Code section 432(b)(3). Pursuant to Code section 432(b)(4), on September 28, 2016 the Trustees elected for the Plan to be in critical status effective July 1, 2016.

This Rehabilitation Plan:

1. Specifies the rehabilitation period and the expected emergence date;
2. Includes three schedules (Default Schedule and two Alternative Schedules) of benefit changes and non-benefit contribution changes that will be provided to the bargaining parties, one of which must be implemented as part of future collective bargaining agreements between local unions and contributing employers entered into or renewed after September 28, 2016, nothing prevents an employer and union from agreeing to implement a particular schedule prior to the expiration of a “collective bargaining agreement”;
3. Provides requirements for meeting the requirements of the Rehabilitation Plan and describes how the Rehabilitation Plan will be updated from time to time; and
4. Describes how the Default Schedule will be automatically implemented if there is no agreement between the bargaining parties in a timely manner.

Rehabilitation Plan Period

The Trustees determined, based on information about the expiration of current collective bargaining agreements, that the Rehabilitation Period will begin on July 1, 2019. The Fund is expected to emerge from Critical Status by July 1, 2029, based on reasonable assumptions and implementation of this Rehabilitation Plan.

If the Fund actuary certifies before the end of this period that the Plan is no longer in Critical Status for a Plan year, the Rehabilitation Plan Period will end as of the close of the preceding Plan year.

Schedules

Based on the Plan actuary's September 28, 2016 certification that the Plan was in Critical status on July 1, 2016, the RP update must contain schedules of Plan changes and/or contribution-rate changes that are projected to enable the Plan's Funding Standard Account to have a positive credit balance by the end of the Rehabilitation Plan Period. Pursuant to the PPA, an RP must include a proposed "Default Schedule" that identifies the necessary reductions in the amount of future benefit accruals and reduction in adjustable benefits necessary to achieve the applicable benchmarks, assuming no collective bargaining agreement increases contributions to the Plan (other than contributions necessary to achieve the benchmark after amendments have reduced future benefit accruals and adjustable benefits to the maximum extent permitted by law). This schedule has been prepared and is set forth below in the Default Schedule of this RP.

An RP may also provide proposed schedules providing increases in contributions necessary to achieve the applicable benchmark, assuming lesser reductions. These schedules have been prepared and are set forth below in Alternative Schedules 1 through 2 of this RP. Projections by the Fund actuary, which were based on reasonable assumptions, indicate that the benchmark will be achieved by increasing the contribution rate by between \$0.76 and \$1.37 an hour, depending upon the effective date. Unless otherwise specified, these additional contributions would result in no benefit accrual, would be devoted solely to improving the funding of the Plan, and would cease at the later of emergence from Critical Status or upon action by the Board of Trustees.

The Board of Trustees has determined alternative schedules addressing contribution rates and benefit reductions that need to be provided to the bargaining parties as set forth in Schedules 1 through 2 below.

Implementation of Remedies and Schedules

The current accrued benefit of pensioners and beneficiaries whose actual pension benefit commenced prior to April 1, 2017 (including a piece deferred to age 55) are not subject to reduction under this Rehabilitation Plan. If a pensioner, prior to the attainment of Normal Retirement Age, returns to Covered Employment, and then retires on the new accruals after March 31, 2017, the additional benefit accrued due to the return to employment is awarded as a totally separate and distinct annuity with a separate annuity starting date. This totally separate and distinct annuity will be determined under this Rehabilitation Plan.

Benefits for other participants and deferred benefits of all Participants are determined as follows:

All Participants who terminated or will terminate covered employment prior to becoming covered by a Schedule in the collective bargaining process, and not in pay status as of March 31, 2017, and any deferred benefit of all Participants, shall have their benefits determined based on the benefit changes described under the applicable schedule upon implementation of the applicable schedule to their former bargaining unit. To the extent provided under the implemented schedule, the benefits of a Participant who commenced benefits on or after April 1, 2017, and any deferred benefit of all Participants, shall, to the extent required by the applicable schedule, see their benefits reduced in accord with the applicable schedule. These provisions shall take effect on the later of the date the applicable schedule is implemented for the

Participant's former bargaining unit or the date that benefits can be eliminated, allowing for legally required advanced notice.

As with any schedule, the Default Schedule is implemented upon adoption by the collective bargaining parties as the applicable schedule for a particular bargaining unit.

However, should the bargaining parties fail to elect any schedule within 180 days following the expiration date of a collective bargaining agreement in effect as of September 28, 2016, the Trustees are required by law to unilaterally implement the Default Schedule for that particular bargaining unit.

With regard to updates to this Rehabilitation Plan, if after receiving the schedules contained in a Rehabilitation Plan Update should the bargaining parties fail to elect any schedule within 180 days following the expiration date of a collective bargaining agreement, as described in Code section 432(c)(7)(B)(ii), the Trustees are required by law to unilaterally implement the contribution schedule applicable under the expired collective bargaining agreement, as updated and in effect on the date the collective bargaining agreement expires.

For non-bargaining unit employee participants employed by employers who also contribute on behalf of bargaining unit participants, the schedule and implementation date are the same as the schedule and implementation date for that employer's bargaining unit employees.

For non-bargaining unit employee participants not employed by an employer that contributes pursuant to a collective bargaining agreement, their implementation date is the earlier of the employer's adoption of a schedule or 180 days from July 1, 2017.

In summary, if the collective bargaining parties have already adopted a schedule, and when that collective bargaining agreement expires and the collective bargaining parties fail to elect an updated Schedule within 180 days following the expiration of the collective bargaining agreement, the Trustees are required by law to unilaterally implement the updated version of the schedule previously elected by the collective bargaining parties.

Reciprocity and other issues under the Rehabilitation Plan and Critical Status Determination

Off-benefit contributions payable under the schedules result in no benefit accruals and are devoted solely to improving the funding status of the Plan. The same is true in terms of any employer surcharge contributions received or payable for periods prior to the collective bargaining parties' adoption and implementation of a Rehabilitation Plan Schedule. Accordingly, individuals who work inside the jurisdiction of the Plan and have employer contributions transferred to another plan pursuant to a money-follows-the-person reciprocity agreement shall see all prior and future increased off-benefit contributions under any alternative schedule and all employer surcharge contributions remain in this Plan to improve the Plan's funded status. Only on-benefit contributions (both prior and future) received will be transferred.

The benefits of an alternative schedule are available only for work performed under a collective bargaining agreement or subscription agreement that specifically adopts an alternative schedule. When a participant works outside the jurisdiction of this Plan, the individual, absent an

extraordinary agreement, is not working under an applicable alternative schedule. When such a Participant reciprocates contributions to this Plan pursuant to a money-follows-the-person reciprocity agreement, it must be credited to the Default Schedule absent an extraordinary agreement by the employer to adopt an alternative schedule for such work.

Some individuals who never become vested in benefits under this Plan may be entitled to a pro rata pension from this Plan due to pro rata reciprocity agreements. The pro rata pension of such a nonvested individual shall be calculated and paid pursuant to the Default Schedule, except to the extent of covered hours under an alternative schedule that shall accrue benefits in accord with the alternative schedule under which the covered hours were worked.

If a participant works under a particular schedule and subsequently works under another schedule, benefits accrued during the first period of employment and for prior periods under the same collective bargaining agreement will be determined under the applicable schedule, and benefits accrued during employment under a second schedule shall be determined under the second schedule. To the extent required by law, this may result in separate and distinct annuities being provided to an individual participant to assure compliance with all applicable law.

In the event that a particular schedule is implemented for an employer, and then that employer, in a subsequent negotiation, bargains a different schedule, the Trustees may develop a revised contribution schedule for that particular situation.

Rules During the Rehabilitation Period and Adoption of the Rehabilitation Plan Update

On and after September 28, 2016, the Board of Trustees may not accept a collective bargaining agreement or participation agreement that provides for (a) lower contributions for any participants, (b) a further suspension of contributions with respect to any period of service, or (c) any new direct or indirect exclusion of younger or newly hired employees from Plan participation. During the adoption period, the Trustees may not amend the Plan in any way that increases Plan liabilities by reason of an increase in benefits, change in accruals, or change in the vesting rate, unless the amendment is necessary to maintain the Plan's qualified status.

Once the RP Update has been adopted, the Plan may not be amended in a manner that is inconsistent with the RP Update. In addition, the Plan may not be amended to increase benefits, including future benefit accruals, unless the Fund actuary certifies that the benefit increase is consistent with the RP Update and is paid for out of contributions not required by the Rehabilitation Plan Update to meet the applicable benchmark.

Based on reasonable assumptions, the Fund is expected to emerge from Critical Status by the Plan Year beginning July 1, 2029. The Trustees recognize the possibility that actual experience could be less favorable than the reasonable assumptions. Therefore, the Trustees are establishing the annual standard for the projected credit balances for each year of the Rehabilitation Period to remain positive, which will allow for the Plan to reflect possible actuarial losses and still help keep the Fund on target to emerge from Critical Status by the end of the Rehabilitation Period.

Annual Updating of RP

Each year, the Fund's actuary will review and certify the status of the Fund under the PPA funding rules and whether the Fund is or is not making the scheduled progress toward the requirements of the RP Update. To that end, the scheduled progress under this RP Update is for the Plan Funding Standard Account's projected credit balances for each year of the Rehabilitation Period to remain positive. If the Trustees determines that it is necessary, in light of updated information, they will revise the RP Update and the schedules recommended under it. Notwithstanding subsequent changes in contribution schedules, a schedule of contribution rates provided by the Board of Trustees and relied upon by the bargaining parties in negotiating a collective bargaining agreement shall remain in effect for the duration of that collective bargaining agreement. However, a collective bargaining agreement that is renewed or extended will need to include terms consistent with one of the schedules in effect at the time of the renewal or extension. A failure to timely adopt such an updated schedule will require the Trustees to unilaterally implement the updated version of the schedule applied 180 days subsequent to the expiration of the collective bargaining agreement.

Other Issues

Benefit changes will become effective pursuant to the terms of the Rehabilitation Plan Update as soon as legally permissible after a Rehabilitation Plan Update schedule is adopted or implemented, and those benefit changes are expected to be permanent, as required by the PPA for benefits commencing on or after April 1, 2017. The Social Security Level Income form of payment continues to be unavailable.

PART B. DEFAULT SCHEDULE FOR BENEFITS COMMENCING ON AND AFTER THE EARLIEST IMPLEMENTATION OF THIS DEFAULT SCHEDULE

Benefit Changes

- Notwithstanding anything to the contrary in this Rehabilitation Plan, with respect to hours worked after the date of implementation of this Schedule, the benefit accrual rate becomes 1.00% of all Default Schedule contributions for hours worked by the Participant.
- The disability benefits were previously eliminated for all accruals under the Plan's current or historical Default Schedules and are otherwise removed for any Participants who are not in pay status as a disabled participant as of March 31, 2017.
- The subsidy for the Early Retirement Pension for all accruals under the Plan's current or historical Default Schedules (which began as early as October 28, 2009) are eliminated. Any Early Retirement Pension benefits earned under this Default Schedule are otherwise based on actuarial reductions from Normal Retirement Age (age 65) for any participants who are not in pay status as of March 31, 2017.

- The 60-month guarantee period is eliminated for all accruals under the Plan's current or historical Default Schedules and is otherwise removed for benefits not in pay status as of March 31, 2017.
- The Pre-Retirement 120-month guarantee period for the death benefit is eliminated for Participant benefits accrued under any of the Plan's current or historical Default Schedules and is otherwise removed for benefits not in pay status as of March 31, 2017.

The only forms of benefit payment available to a retiring participant commencing receipt of benefits accrued under the Plan's current or historical Default Schedules shall be a single life annuity with no guarantee period, the 50% Joint-and-Survivor Pension, and the 75% Joint-and-Survivor Pension. The reduction factors for the Joint-and-Survivor payment forms will be adjusted so as to be actuarially equivalent to a single life annuity with no guarantee period.

Contributions

Employer contribution rate levels shall not increase. If an existing agreement calls for different rates for apprentices or other classifications than the journeyman rate, that practice may continue under this Default Schedule.

PART B. ALTERNATIVE SCHEDULE 1

Benefit Changes

- The disability benefits are eliminated for any participants who are not in pay status as a disabled participant as of March 31, 2017.
- The subsidy for the Early Retirement Pension for all Terminated Vested Participants is eliminated. The subsidy for the Early Retirement Pension is eliminated for any Active Participants retiring prior to attaining both age 56 and 44,500 hours. The benefit is otherwise based on actuarial reductions from Normal Retirement Age (age 65) for any participants who are not in pay status as of March 31, 2017.

Contributions

All prior non-accruing contributions continue to be non-accruing. This Rehabilitation Plan Alternative Schedule I requires one of the Contribution Increase Schedules below to be adopted. The majority of the schedules below come from and could have been implemented with the Plan's January 27, 2016 Funding Improvement Plan ("FIP") Update. The rate increases are non-accruing and solely serve to improve the funding of the Plan. If one of the following rate increase schedules has already been implemented in line with the January 27, 2016 FIP Update, it does not need to be implemented in duplicate.

Alternative	Contribution Increase per Hour Worked	Increase(s) Effective on and after the Following Date(s)
(a)	single increase of \$0.76	February 1, 2016
(b)	two cumulative increases of \$0.41	February 1, 2016 and February 1, 2017 respectively
(c)	three cumulative increases of \$0.29	February 1, 2016, February 1, 2017 and February 1, 2018 respectively
(d)	single increase of \$0.80	July 1, 2016
(e)	two cumulative increases of \$0.43	July 1, 2016 and July 1, 2017 respectively
(f)	three cumulative increases of \$0.31	July 1, 2016, July 1, 2017 and July 1, 2018 respectively
(g)	single increase of \$0.88	February 1, 2017
(h)	two cumulative increases of \$0.47	February 1, 2017 and February 1, 2018 respectively
(i)	three cumulative increases of \$0.34	February 1, 2017, February 1, 2018 and February 1, 2019 respectively
(j)	single increase of \$0.93	July 1, 2017
(k)	two cumulative increases of \$0.51	July 1, 2017 and July 1, 2018 respectively

Alternative	Contribution Increase per Hour Worked	Increase(s) Effective on and after the Following Date(s)
(l)	three cumulative increases of \$0.37	July 1, 2017, July 1, 2018 and July 1, 2019 respectively
(m)	single increase of \$0.86	January 1, 2017
(o)	single increase of \$1.11	July 1, 2018
(p)	two cumulative increases of \$0.62	July 1, 2018 and July 1, 2019 respectively
(q)	three cumulative increases of \$0.45	July 1, 2018, July 1, 2019 and July 1, 2020 respectively
(r)	single increase of \$1.36	July 1, 2019
(s)	two cumulative increases of \$0.76	July 1, 2019 and July 1, 2020 respectively
(t)	three cumulative increases of \$0.57	July 1, 2019, July 1, 2020 and July 1, 2021 respectively
(u)	an increase of \$0.35 followed by two cumulative increases of \$0.34	March 1, 2017, and March 1, 2018 and March 1, 2019 respectively

Each of the contribution requirements is subject to additional increases as necessary in future Rehabilitation Plan Updates. If an existing Agreement calls for different rates for apprentices or other classifications than the journeyman rate, that practice may continue under this Alternative Schedule.

PART B. ALTERNATIVE SCHEDULE 2

Benefit Changes

The benefit changes under this Alternative Schedule are identical to those in Alternative Schedule 1 of this Rehabilitation Plan with the addition of the following provisions: Participants in this Plan may also participate in the Inland Empire IBEW-NECA Pension Trust Fund. For Plan Years commencing on and after July 1, 2015, notwithstanding anything in this Plan to the contrary, no Plan Year in which at least 375 hours of reciprocal contributions are made on behalf of a Participant to this Defined Contribution Plan shall constitute a portion of a “Break-in-Service” of such a Participant under that Plan.

Contributions

Contribution changes under this scenario are identical to Alternative Schedule 1 within this Rehabilitation Plan with the exception of requiring an additional \$0.01 effective from July 1, 2017 through June 30, 2021.

SOUTHERN CALIFORNIA IBEW – NECA PENSION PLAN REHABILITATION PLAN

PART A. FOR PLAN YEAR BEGINNING JULY 1, 2009

Introduction

The Pension Protection Act of 2006 (“PPA”), as amended by the Worker, Retiree and Employer Recovery Act of 2008 (“WRERA”), requires the Trustees of a multiemployer pension plan that has been certified by the plan’s actuary as being in Critical status (also known as “Red Zone” status) to develop a Rehabilitation Plan (“RP”). An RP must prescribe actions, including recommended actions to be taken by the bargaining parties that are expected to enable a plan to meet stated financial benchmarks by the end of the Rehabilitation Plan Period, based on reasonably anticipated experience and on reasonable actuarial assumptions. On September 28, 2009, the Southern California IBEW-NECA Pension Plan (“Plan”) was certified by its actuary to be in Critical status for the Plan Year beginning July 1, 2009, pursuant to IRC Section 432(b)(3).

This Rehabilitation Plan:

- Specifies the rehabilitation period and the expected emergence date;
- Includes three schedules (Default Schedule and two Alternative Schedules) of benefit changes and non-benefit contribution changes that will be provided to the bargaining parties, one of which must be implemented as part of future collective bargaining agreements between local unions and contributing employers entered into or renewed after October 28, 2009, nothing prevents an employer and Union from agreeing to implement a particular schedule prior to the expiration of a “collective bargaining agreement”;
- Provides requirements for meeting the requirements of the Rehabilitation Plan and describes how the Rehabilitation Plan will be updated from time to time; and
- Describes how the Default Schedule will be automatically implemented if there is no agreement between the bargaining parties in a timely manner.

Rehabilitation Plan Period

The Rehabilitation Plan Period for the Plan is the period of 13 Plan Years beginning July 1, 2010. The Board of Trustees of the Plan, on October 15, 2009, elected to extend the 10-year Rehabilitation Plan Period under IRC Section 432(c)(4)(A) to 13 years pursuant to Section 205 of the Worker, Retiree, and Employer Recovery Act of 2008.

The Trustees also determined, based on information about the expiration of current collective bargaining agreements, that the Rehabilitation Period will begin on July 1, 2010. The Fund is expected to emerge from Critical Status by July 1, 2023, based on reasonable assumptions and implementation of this Rehabilitation Plan.

If the Fund actuary certifies before the end of this period that the Plan is no longer in Critical status for a Plan year, the Rehabilitation Plan Period will end as of the close of the preceding Plan year.

Schedules

Based on the projected credit balances calculated for purposes of the Plan actuary's September 28, 2009 certification that the Plan is in Critical status, the RP must contain schedules of plan changes and/or contribution rate changes that are projected to enable the credit balances to be positive by the end of the Rehabilitation Plan Period. Pursuant to the PPA an RP must include a proposed "default schedule" that identifies the necessary reductions in the amount of future benefit accruals and reduction in adjustable benefits necessary to achieve the applicable benchmarks, assuming no collective bargaining agreement increases contributions to the plan (other than contributions necessary to achieve the benchmark after amendments have reduced future benefit accruals to the maximum extent permitted by law). This schedule has been prepared and is set forth below in the Default Schedule of this RP.

An RP may also provide a proposed schedule providing increases in contributions necessary to achieve the applicable benchmark, assuming no amendments reducing future benefit accruals, nor reduction in adjustable benefits under the Plan. This schedule has been prepared and is set forth below in Alternative Schedule 1 of this RP. Projections by the Fund actuary, which were based on reasonable assumptions, indicate that the benchmark will be achieved by increasing the contribution rate by \$2.00 an hour effective July 1, 2010. This additional \$2.00 per hour in contributions would result in no benefit accrual, would be devoted solely to improving the funding of the Plan and would cease at the later of emergence from Critical Status or upon action by the Board of Trustees.

The Board of Trustees has determined alternative schedules addressing contribution rates and or benefit reductions need to be provided to the bargaining parties as set forth in Schedules 1 and 2 below.

Implementation of Remedies & Schedules

The current monthly benefit of pensioners and beneficiaries whose actual pension benefit commenced prior to October 28, 2009 are not subject to reduction under this Rehabilitation Plan. Benefits for other participants and deferred benefits of all Participants are determined as follows:

All participants who terminated or will terminate covered employment prior to becoming covered by a Schedule in the Collective Bargaining process, and not in pay status as of October 28, 2009, and any deferred benefit of all Participants, shall have their benefits determined based on the benefit changes described under the applicable Schedule upon implementation of the applicable Schedule to their former bargaining unit. To the extent provided under the implemented Schedule, the benefits of a Participant who commenced benefits under the current Plan on or after October 28, 2009, and any deferred benefit of all participants, shall, to the extent required by the applicable Schedule, see their benefits reduced in accord with the applicable Schedule. These provisions shall take effect on the later of the date the applicable Schedule is

implemented for the Participant's former bargaining unit or the date that benefits can be eliminated allowing for legally required advanced notice.

As with any Schedule, the Default Schedule is implemented upon adoption by the Collective Bargaining Parties as the applicable Schedule for a particular bargaining unit. However, should the bargaining parties fail to elect any Schedule within 180 days following the expiration date of a collective bargaining agreement in effect as of October 28, 2009, the Board of Trustees are required by law to unilaterally implement the Default Schedule for that particular bargaining unit.

For non-bargaining unit employee Participants employed by employers who also contribute on behalf of bargaining unit Participants, the Schedule and implementation date is the same as the Schedule and implementation date for that employer's bargaining unit employees. For non-bargaining unit employee participants not employed by an employer that contributes pursuant to a collective bargaining agreement, their implementation date is the earlier of the employer's adoption of a Schedule or 180 days from July 1, 2010.

Reciprocity and other issues under the Rehabilitation Plan and Critical Status determination.

Off-benefit contributions payable under the Schedules result in no benefit accruals and are devoted solely to improving the funding status of the Plan. The same is true in terms of any employer surcharge contributions received or payable for periods prior to the collective bargaining parties adoption and implementation of a Rehabilitation Plan Schedule. Accordingly, individuals who work inside the jurisdiction of this Plan and have employer contributions transferred to another Plan pursuant to the money-follows-the-person Reciprocity Agreement shall see all increased off-benefit contributions under any Schedule and all employer surcharge contributions remain in this Plan for funding purposes only. Only on-benefit contributions received will be transferred.

The benefits of an Alternative Schedule are available only for work performed under a Collective Bargaining Agreement or Subscription Agreement which specifically adopts the Alternative Schedule. When a Participant works outside the jurisdiction of this Plan, the individual, absent an extraordinary agreement, is not working under an agreement which adopts an Alternative Schedule. When such a Participant reciprocates contributions to this Plan pursuant to the money-follows-the-person Reciprocity Agreement for work performed outside of this Plan's jurisdiction, it must be credited to the Default Schedule absent an extraordinary agreement by the employer to adopt an Alternative Schedule for such work.

Some individuals who never become vested in benefits under this Plan may be entitled to a pro rata pension from this Plan due to pro rata Reciprocity Agreements. The pro rata Pension of such a non-vested individual shall be calculated and paid pursuant to the Default Schedule except to the extent of Covered Hours under an Alternative Schedule which shall accrue benefits in accord with the Alternative Schedule under which the Covered Hours were worked.

If a Participant works under a particular Schedule and subsequently works under another Schedule, benefits accrued during the first period of employment and for prior periods under the

same collective bargaining agreement will be determined under the applicable Schedule, and benefits accrued during employment under a second Schedule shall be determined under the second Schedule. To the extent required by law, this may result in separate and distinct annuities being provided to an individual Plan Participant to assure compliance with all applicable law.

In the event that a particular Schedule is implemented for an employer, and then that employer, in a subsequent negotiation, bargains a different Schedule, the Trustees may develop a revised contribution Schedule for that particular situation.

Rules During the Rehabilitation Period and Adoption of the Rehabilitation Plan

On and after September 28, 2009, the Board of Trustees may not accept a collective bargaining agreement or participation agreement that provides for (a) lower contributions for any participants; (b) a suspension of contributions with respect to any period of service; or (c) any new direct or indirect exclusion of younger or newly hired employees from plan participation. During the plan adoption period, the trustees may not amend the plan in any way that increases plan liabilities by reason of an increase in benefits, change in accruals, or change in the vesting rate, unless the amendment is necessary to maintain the plan's qualified status.

Once the RP has been adopted, the Plan may not be amended in a manner that is inconsistent with the RP. In addition, the Plan may not be amended to increase benefits, including future benefit accruals, unless the Fund actuary certifies that the benefit increase is consistent with the RP and is paid for out of contributions not required by the Rehabilitation Plan to meet the applicable benchmark.

Based on reasonable assumptions, the Fund is expected to emerge from Critical Status by the Plan Year beginning July 1, 2023. The Trustees recognize the possibility that actual experience could be less favorable than the reasonable assumptions. Therefore, the Trustees are establishing the following annual standards to reflect possible actuarial losses and still keep the Fund on target to emerge from Critical Status by the end of the Rehabilitation Period.

Annual Updating of RP

Each year the Fund's actuary will review and certify the status of the Fund under the PPA funding rules and whether the Fund is or is not making the scheduled progress toward the requirements of the RP. To that end, the chart below provides the projected credit balances for each year of the Rehabilitation Plan. If the Board of Trustees determines that it is necessary in light of updated information, they will revise the RP and the schedules recommended under it. Notwithstanding subsequent changes in contribution schedules, a schedule of contribution rates provided by the Board of Trustees and relied upon by the bargaining parties in negotiating a collective bargaining agreement shall remain in effect for the duration of that collective bargaining agreement. However, a collective bargaining agreement that is renewed or extended will need to include terms consistent with one of the Schedules in effect at the time of the renewal or extension. A failure to adopt such an updated Schedule would require the Board of Trustees to unilaterally implement the Default Schedule 180 days subsequent to the expiration of a collective bargaining agreement containing a Schedule.

Plan Year Ending 6/30	Projected Credit Balance
2011	\$73,193,000
2012	93,506,000
2013	106,290,000
2014	114,958,000
2015	127,702,000
2016	144,524,000
2017	133,228,000
2018	119,344,000
2019	110,909,000
2020	85,163,000
2021	65,020,000
2022	44,954,000
2023	23,966,000

Other Issues

Benefit changes will become effective pursuant to the terms of the Rehabilitation Plan as soon as legally permissible after a Rehabilitation Plan Schedule is adopted or implemented and those benefit changes are expected to be permanent, as required by the PPA for benefits commencing on or after October 28, 2009. The Social Security Level Income form of payment is no longer permitted.

PART A. DEFAULT SCHEDULE FOR BENEFITS COMMENCING ON AND AFTER OCTOBER 28, 2009

Benefit Changes

- With respect to hours worked after the date of implementation of this Schedule, the benefit accrual rate becomes 1.00% of contributions made on the participant's behalf. "Contributions" for this purpose excludes any contribution increases specifically required by this Schedule.
- The disability benefit is eliminated for any participants who are not in pay status as a disabled participant as of October 28, 2009.
- The early Retirement Pension for Participants retiring prior to age 55 is based on actuarial reductions from Normal Retirement Age (age 65) as of October 28, 2009.
- The 60-month guarantee period is eliminated with respect to benefits not in pay status as of October 28, 2009.
- The Pre-Retirement 120-month guarantee period for the Death Benefit is eliminated as of October 28, 2009.

The only forms of benefit payment available to a retiring participant commencing receipt of benefits on or after October 28, 2009 shall be a single life annuity with no guarantee period, the 50% Joint-and-Survivor Pension, and the 75% Joint-and-Survivor Pension. The reduction factors for the Joint-and-Survivor payment forms will be adjusted so as to be actuarially equivalent to a single life annuity with no guarantee period.

Contributions

Employer contribution rate levels shall not increase. If an existing Agreement calls for different rates for apprentices or other classifications than the journeyman rate that practice may continue under this Default Schedule.

PART A. ALTERNATIVE SCHEDULE 1

Benefit Changes

Benefit accruals under a Collective Bargaining Agreement after this Schedule is implemented shall be determined disregarding any contribution increases specifically required under this Schedule. The level income option is eliminated October 28, 2009. Except for the foregoing no other benefit accrual changes or reductions are provided for under this Schedule.

Contributions

Employer contribution rate levels shall increase by \$2.00 per hour under this Alternative Schedule 1 for July 1, 2010 hours worked and hours worked thereafter.

All additional contributions pursuant to this Schedule over the amounts required under collective bargaining agreements in effect as of October 28, 2009 shall be disregarded for purposes of determining participants' accrued benefits. Accrued benefits are in no fashion based upon the amount of increased employer contributions under the foregoing Schedule or any employer surcharge contributions payable by the employer. These contributions shall be utilized solely to improve the funding condition of the Plan and shall result in no benefit accruals whatsoever.

If an existing agreement calls for different rates for apprentices or other classifications than the journeyman rates specified above, proportional off-benefit contribution increases will be required.

PART A. ALTERNATIVE SCHEDULE 2

Benefit Changes

- Benefit accruals under a Collective Bargaining Agreement after this Schedule is implemented shall be determined disregarding any contribution increases specifically required under this Schedule.
- The Level Income option is eliminated October 28, 2009.

- The Early Retirement Pension for Participants retiring prior to age 55 is based on actuarial reductions from Normal Retirement Age (age 65) effective for benefits first commencing after June 30, 2010.

Contributions

Employer contribution rate levels shall increase by \$1.30 per hour under this Alternative Schedule 2 for July 1, 2010 hours worked and hours worked thereafter.

All additional contributions pursuant to this Schedule over the amounts required under collective bargaining agreements in effect as of October 28, 2009 shall be disregarded for purposes of determining participants' accrued benefits. Accrued benefits are in no fashion based upon the amount of increased employer contributions under the foregoing Schedule or any employer surcharge contributions payable by the employer. These contributions shall be utilized solely to improve the funding condition of the Plan and shall result in no benefit accruals whatsoever.

If an existing agreement calls for different rates for apprentices or other classifications than the journeyman rates specified above, proportional off-benefit contribution increases will be required.