

**NORTHERN CALIFORNIA ELECTRICAL WORKERS PENSION PLAN**

**(A Plan for IBEW Local 6 Members)**

**SUMMARY PLAN DESCRIPTION**

**January 2024**

**NORTHERN CALIFORNIA ELECTRICAL WORKERS  
PENSION PLAN**

720 Market Street, Suite 700  
San Francisco, California 94102-2509  
(415) 263-3670

**BOARD OF TRUSTEES**

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**NORTHERN CALIFORNIA ELECTRICAL WORKERS  
PENSION PLAN**

January 2024

Dear Participant:

We are pleased to provide this updated Summary Plan Description of the Northern California Electrical Workers Pension Plan, which we refer to herein as this “booklet.” The Plan covers members of IBEW Local 6 who work in Covered Employment under a collective bargaining agreement that requires employer contributions to the Plan. The Plan is designed to provide you a significant retirement benefit once you have retired from active work.

This booklet summarizes and highlights the Plan’s key terms and features. The formal text of the Plan is contained in the Plan document, which controls eligibility, benefit payments, participation, administration and other aspects of your pension. Any ambiguity or conflict between this booklet and the Plan will be governed by the Plan’s terms, not this booklet.

The Plan was established effective June 1, 1961, and has been amended and restated several times since. The most recent restatement was effective January 1, 2008, and was approved by the Internal Revenue Service by a determination letter dated October 22, 2015. This booklet considers all Plan amendments adopted through December 31, 2023, and supersedes any previous version that you may have. Material Plan amendments adopted after this date will be explained to you in a summary of material modifications (SMM) which will be issued shortly after the amendment’s adoption.

Separate from the Plan document, a separate Trust Agreement has been entered into between IBEW Local 6 and the San Francisco Electrical Contractors Association setting forth the duties of the Trustees, among other provisions.

Because your pension is important to your and your family’s financial future, please refer to this booklet, and any SMMs issued after December 31, 2023, that modifies it, whenever you have any questions about your pension. If you are married, you may want to discuss this booklet’s contents with your spouse. If you need a replacement of this booklet, or if you have any questions about the Plan, contact the Plan Office.

Sincerely,

Board of Trustees

### **CAUTION - FUTURE PLAN AMENDMENTS**

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

### **LIMITATION ON RELIANCE ON BOOKLET AND STATEMENTS**

This booklet provides a general summary of the Plan's rules, does not cover all Plan details, and is not meant to interpret or change Plan provisions. Only the Plan document, not this booklet, determines your pension rights. The Plan document is available for your review at the Plan Office upon written request.

You cannot rely on oral statements of Plan Office personnel, a Trustee, Employer, Union officer, or any other individual. Though the Plan Office may respond orally to questions, oral communications are not binding on the Plan and cannot be relied upon in a benefit dispute. If you would like an interpretation of a Plan provision, address your request in writing to the Board of Trustees at the Plan Office. To ensure that the Trustees' response is helpful to you, please furnish full and accurate information concerning your question. Although the Plan Office does its best to ensure the accuracy of its participant communications, occasionally mistakes occur. Should mistaken information be communicated to you, the Plan reserves the right to correct the mistake in a reasonable manner at any time, including retroactively.

The Plan Office does not provide tax or retirement advice. You should discuss with a tax or financial advisor the consequences of any withdrawal of funds or selection of a benefit option.

### **If You are Approaching Retirement Contact the Plan Office to Schedule an Appointment or Obtain Application Forms**

You must file an application with the Plan Office to obtain Plan benefits. Phone or write the Plan Office (415-263-3670) about four months before you intend to retire, to schedule an appointment with a Plan representative to review your retirement options and determine what documents you may need for timely processing of your pension application. Correspondence to the Plan Office should be addressed to: EISB, 720 Market Street, Suite 700, San Francisco, CA 94102. Applying early will give the Plan Office time to process your application and obtain all the necessary information. You should submit at least the following to the Plan Office with your application:

- ✓ your expected retirement date
- ✓ proof of your age (birth certificate) and that of your spouse if you are married
- ✓ your social security number and, if married, your spouse's social security number
- ✓ proof of marriage, if applicable (marriage certificate)
- ✓ copy of any domestic relations order requiring pension payments to a former spouse (include copy of any divorce settlement)
- ✓ military discharge papers, if applicable
- ✓ wage and employment history information
- ✓ if you seek a disability pension, proof of your Social Security disability award

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

## 1. INTRODUCTION

The Northern California Electrical Workers Pension Plan (Plan) is a multiemployer, collectively bargained, defined benefit pension plan that provides retirement benefits for vested Participants. A Participant is an individual who is owed benefits under the Plan. The Plan contains a formula for determining Participant benefits at retirement. If you are vested, you will be entitled to a monthly benefit at retirement based on your years of service and the formula provided in the Plan.

The Plan was last restated effective as of January 1, 2008. Previous Plan documents and amendments govern retirement, eligibility and other issues relating to your benefit before that date. Many Plan provisions have earlier effective dates pursuant to the Internal Revenue Code and applicable regulations.

The Plan is funded by Employer contributions required to be made to the Plan by a collective bargaining agreement or subscription agreement. Plan assets are held in a trust established under the Plan to hold Plan assets (Trust). Employees may not make contributions to the Plan, so therefore you do not have an individual account in the Plan. Instead, benefits are based on your years of Pension Credit and Past Service Credit, and the value of those credits when you retire. The amount of your retirement benefit will also depend on when you retire and the benefit option you select. Benefits may also be provided upon your becoming permanently and totally disabled, and upon your death.

The current collective bargaining agreement between IBEW Local 6 and the San Francisco Electrical Contractors Association, and individual Employers if applicable, requires employers to contribute to the Plan's Trust at fixed rates per hour for each hour worked by their covered employees. Subscription agreements currently require the same fixed rate contributions from Employers for members not employed pursuant to the collective bargaining agreement.

Prior Plan provisions recognized benefits accrued by employees covered under a Motor Shop Agreement and a Neon Sign Agreement. Because neither of these agreements remain in effect, Participants who have accrued benefits under them are generally subject to Plan terms contained in those prior documents. If you think those provisions may affect your benefits, contact the Plan Office for more information. This booklet does not provide a comprehensive summary of special rules that apply to benefits accrued under the Motor Shop and Neon Sign agreements.

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

This table will help you find several terms that are used in this booklet in addition to those defined above:

Accrued Benefit .....	5.1	Electrical Industry .....	11.7	Permanent Break-in-Service .....	6.5
Alumni Employee .....	3.1	Employer .....	3.1	Plan Year .....	3.1
Association .....	2.1	Future Service .....	5.2	Rule of 85 .....	8.4
Board .....	2.1	IBEW Local 6 .....	3.1	Separation from Service .....	5.3
Collective Bargaining Agreement	3.1	Normal Retirement Age .....	6.3	Subscription Agreement .....	3.1
Covered Employment .....	4.1	Participant .....	3.1	Year of Credited Service .....	5.1
Credited Service .....	5.2	Past Service .....	5.2	Year of Pension Credit .....	5.2
EISB .....	2.2	Pension Credit .....	5.2		

## 2. PLAN ADMINISTRATION

### 2.1 Board of Trustees is Plan Administrator

The Plan is administered by a Board of Trustees (Board) consisting of an equal number of individual trustees (Trustees) representing both labor and management. The Employer Trustees are selected by the San Francisco

Electrical Contractors Association and the Union Trustees are selected by IBEW Local 6. The current Trustees, including alternate Trustees, are listed on the page following the cover.

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

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

The Board has many powers and functions including the power to adopt administrative rules, interpret Plan documents, amend the Plan, decide policy questions, invest Plan assets and appoint advisors and consultants such as an auditor and investment manager.

Only the Board has discretionary authority to determine eligibility and benefit amounts, decide benefit claims and appeals, make findings of fact and construe and interpret the Plan and related documents and any rule it adopts. No one else can interpret the Plan, including Employers, the Union and their representatives.

## **2.2 EISB and Others Assist with Plan Administration**

The Board has contracted with the Electrical Industry Service Bureau (EISB) to administer the Plan on the Board's behalf with other professional advisors who are listed at the beginning of this booklet. The investment consultant monitors the Plan's investments and investment managers, and assists the Board with the developing the Plan's investment policy and with periodic reviews of the Plan's investment portfolio performance. The Plan's accountant audits the Plan's assets each year and prepares the Plan's government disclosure forms. The Plan's actuary provides the Board actuarial advice, and the Plan's co-counsels advise the Board on legal and regulatory matters. Plan assets are maintained in the custody of Comerica Bank.

## **3. ELIGIBILITY AND PARTICIPATION**

### **3.1 Eligibility and Commencement of Participation**

As an Employee, you commence participation, and become a Participant, on the first day of the Plan Year (which is the calendar year) that includes the last day of the first 12-month period during which you earn 300 hours of Pension Credit or 500 hours of Credited Service. You are an "Employee" if you perform work under a collective bargaining agreement with IBEW Local 6 (Collective Bargaining Agreement or CBA), or if you are another individual allowed to participate under a Subscription Agreement. An Employer is an employer required by a Collective Bargaining Agreement, or a Subscription Agreement, to contribute to the Plan. Subscription Agreements are separate written agreements allowing Employers to fund the Plan for certain employees of IBEW Local 6 and the San Francisco Electrical Workers Joint Apprenticeship Training Committee (JATC), and Alumni Employees. Alumni Employees are former bargaining unit employees performing services for IBEW Local 6, the JATC or an Employer meeting certain IRS requirements.

Upon commencing participation, you must complete a form (available at the IBEW Local 6 office or the Plan Office) stating your address, social security number, beneficiary designation, birth date and other information necessary for administering your Plan benefit. You must keep the Plan Office informed if you change your address so the Plan may communicate with you concerning Plan changes and required notices.

### **3.2 Duration of Participation in the Plan**

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

### **3.3 Participation After a Permanent Break-in-Service**

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

## **4. EMPLOYER CONTRIBUTIONS**

### **4.1 General Rules**

Employer contributions are made to the Trust under a Collective Bargaining Agreement and Subscription Agreements. Contribution rates for each hour of your employment are set, from time to time, by the parties to the agreements. You may write to the Plan Office to ask whether a particular Employer is contributing to the Plan. Your Employer must make contributions for your work hours by the 15<sup>th</sup> day of the month following the month in which your work hours were performed. Your Employer forwards to the Plan Office a transmittal form which contains the names, social security numbers, and hours of work performed by each Employee together with a check made payable to the Trust. The Plan Office reviews the transmittal form for mathematical accuracy and notifies the Employer of any apparent errors. Employer payments are then sent to the custodial bank.

Your Employer must contribute only for hours of Covered Employment, which are hours worked in a job classification covered by a Collective Bargaining Agreement or Subscription Agreement, for which contributions are required to be paid to the Plan. Covered Employment also includes time serving as a Plan trustee that results in the loss of work hours. Your Employer is not required to contribute, and you will not receive credit, for any other work hours you may perform. Subscription Agreement contribution rates are established by the Board.

You may obtain a list of Employers with their addresses and a copy of your applicable Collective Bargaining Agreement upon written request to the Plan Office. The Plan may require an advance payment for copying of \$.25 per page to provide these documents. You may also review these documents in the IBEW Local 6 office, without charge, after making appropriate advance arrangements.

Employee contributions are not permitted under the Plan.

### **4.2 Employer Contributions and Reciprocity**

Under certain circumstances, you may request to have contributions made by your Employer on your behalf to the Plan transferred to another IBEW pension plan when you are temporarily working outside the jurisdiction of IBEW Local 6. See Section Article 12 for more details.

### **4.3 Delinquent Contributions**

Contributions are considered delinquent if they are not postmarked by the 15<sup>th</sup> day of the month or, if an Employer uses the EISB electronic transmittal system, if the contributions are not received by the 20<sup>th</sup> day of the month. You will receive Pension Credit and Credited Service for the hours you worked for which contributions were required whether or not those contributions are ever collected by the Plan.

### **ALERT:**

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

## **5. DETERMINING YOUR ACCRUED BENEFIT**

### **5.1 Definition of Accrued Benefit**

Your benefit is expressed by the Plan as a monthly payment beginning at Normal Retirement Age (usually age 65), continuing through the month in which you die, with no survivor benefit. That payment, in the

amount you have earned under the Plan's rules, is your "Accrued Benefit." This Article discusses how you determine your Accrued Benefit. You may elect to receive your Accrued Benefit in a form other than a single life annuity (see Article 7), but any reference in this booklet to Accrued Benefit means the monthly (or annual, if so indicated) payment amount payable to you at Normal Retirement Age under a single life annuity.

## **5.2 Pension Credit**

The first step in determining your Accrued Benefit is determining your Pension Credit. Pension Credit is equal to your hours of Covered Employment under an Inside Wiremen Agreement and certain Military Service, but only to the extent these hours have not been canceled by a Permanent Break-in-Service.

*Past and Future Service.* The Plan describes Past Service generally as work hours of the kind currently covered by a CBA, but that were performed before June 1, 1961, and describes Future Service as work hours performed under the CBA after that date. Since all members who accrued Past Service have retired, this booklet does not further discuss Past vs. Future Service, and instead just refers to your hours of Covered Employment. If you are a current retiree with Past Service, and you have questions about it, contact the Plan Office for a separate explanation of the Past Service rules.

*Military Service.* Under the Uniformed Service Employment and Re-Employment Rights Act of 1994 (USERRA), Pension Credit includes service in the U.S. Armed Forces (and certain other U.S. uniformed services), provided you comply with USERRA's requirements, the Plan and rules established by the Board. The Plan provides Pension Credit only for uniformed service protected under USERRA upon a return to Covered Employment. If you die while performing qualified military service, your beneficiaries are entitled to any additional benefits (other than benefit accruals relating to your qualified military service) that would have been provided under the Plan had you resumed and then terminated Covered Employment on account of death. The Plan Office requires documentation of dates and completion of service, which may include Form DD-214 (separation papers), a copy of endorsed orders, or a letter from your commanding officer specifying the dates and character of service. Generally, you will receive Pension Credit for USERRA military service if you are honorably discharged and return to civilian employment with an Employer (i) within one day following completion of less than 30 days of service, (ii) within 14 days following completion of more than 30 days, but less than 90 days, of service, or (iii) within 90 days following completion of more than 90 days of service. In determining your Pension Credit, the Plan will calculate your hours of Covered Employment during the 12-month period in which the highest number of hours were reported during the 24-month period immediately preceding the date you commenced USERRA military service or, if greater, by using the Plan Year in which you entered the uniformed services. Pension Credit will be awarded for no more than 5 years of uniformed service (with certain exceptions), and will not be credited until you satisfy the return to Covered Employment requirement.

*Service for Other Entities.* Pension Credit also includes work hours requiring Employer Contributions under (i) Collective Bargaining Agreements with the San Francisco Chronicle and the San Francisco Housing Authority, and (ii) Subscription Agreements for Alumni Employees.

*Credit for Long-Term Disability.* If you collect long-term disability benefits under the SFEW Health & Welfare Plan, that plan will contribute \$31.25 per month (or the appropriate prorated amount for disability periods of less than one month) on your behalf. For each dollar contributed, you will receive four hours of Pension Credit (or an appropriate prorated amount). This is equivalent to 125 hours for each full month, and 1,500 hours for each full year, of long-term disability contributions.

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



### 5.3 General Rules for Determining Accrued Benefit

The amount of your monthly benefit depends on your Accrued Benefit, the benefit option you select (Article 7 in this booklet), and the time you begin your pension (Article 8). Your Accrued Benefit amount depends on the years of Pension Credit you have earned when you retire (see Section 5.1) and the value attributable to each year of Pension Credit (explained in this section).

As explained previously, benefits accrued under the Motor Shop or Neon Sign Agreements are not discussed in this booklet because those agreements are no longer effective. If you have accrued benefits under either of these agreements and would like a summary of the rules that apply to them, please contact the Plan Office.

Generally, the amount of a Participant’s annual Accrued Benefit is the sum of the value of each year of Pension Credit earned by the Participant. The value of a year of Pension Credit depends on the year in which the Pension Credit was earned and when the Participant incurred a Separation from Service. Fractional years of Pension Credit are recognized monthly. A “Separation from Service” is incurred on the last day of any three consecutive calendar year periods during which the Participant had zero hours of Credited Service.

#### *Separation from Service On or Before December 31, 1982*

For a Participant who incurred a Separation from Service on or before December 31, 1982, the monthly value of the Participant’s year of Pension Credit is determined in accordance with the following Table I:

<b>TABLE I</b>				
PERIODS OF EMPLOYMENT	SEPARATION ON 12/31/1979 OR PRIOR	SEPARATION ON 12/31/1980	SEPARATION ON 12/31/1981	SEPARATION ON 12/31/1982
6/1/1961 - 5/31/1978	\$24.00	\$26.00	\$30.00	\$31.00
6/1/1978 - 5/31/1979	\$24.00	\$26.00	\$31.00	\$35.00

#### *Separation from Service After December 31, 1982 (Does Not Meet 3,000 Hour Rule)*

For a Participant who did not incur a Separation from Service on or before December 31, 1982, and who does not work at least 3,000 hours of Covered Employment on or after December 31, 1980, the monthly value of the Participant’s Year of Pension Credit is determined in accordance with the following Table II:

<b>TABLE II</b>			
PERIODS OF EMPLOYMENT	MO. VALUE OF YEAR OF PENSION CREDIT	PERIODS OF EMPLOYMENT	MO. VALUE OF YEAR OF PENSION CREDIT
6/1/1961 - 5/31/1979	\$35.00	1/1/1992 - 12/31/1992	\$92.00
6/1/1979 - 5/31/1980	\$45.00	1/1/1993 - 12/31/1993	\$95.00
6/1/1980 - 5/31/1982	\$50.00	1/1/1994 - 12/31/1995	\$97.00
6/1/1982 - 5/31/1984	\$55.00	1/1/1996 - 12/31/1996	\$105.00
6/1/1984 - 12/31/1984	\$60.00	1/1/1997 - 12/31/1997	\$116.00
1/1/1985 - 12/31/1985	\$61.00	1/1/1998 - 12/31/1999	\$135.00
1/1/1986 - 12/31/1986	\$66.00	1/1/2000 - 12/31/2000	\$160.00
1/1/1987 - 12/31/1988	\$75.00	1/1/2001 - 12/31/2006	\$170.00
1/1/1989 - 12/31/1989	\$80.00	1/1/2007 - 12/31/2013	\$175.00
1/1/1990 - 12/31/1990	\$85.00	1/1/2014 – 12/31/2020	\$180.00
1/1/1991 - 12/31/1991	\$90.00	1/1/2021 – Forward	\$230.00

#### *Pension Credit of \$230 Automatically Reduced if Certain Plan Funding Levels Not Maintained*

The Pension Credit value of \$230.00 for any Plan Year 2024 through 2027 is reduced to \$180.00 if the Plan’s funded percentage, determined as of the first day of the preceding Plan Year, falls to less than 90%, the funding rate per hour of service falls to less than \$12.02, or if the Plan enters Endangered or Critical status

as defined in the Pension Protection Act of 2006. Should Pension Credit value be reduced to \$180.00, it will be prospectively restored to \$230.00 as of the first day of the first Plan Year that begins with the Plan's funded percentage exceeding 95% and the funding rate per hour of service no less than \$12.02, provided the Plan has not entered Endangered or Critical status. The Plan's funded percentage is based on the Plan's market value of assets, a 7.5% assumed rate of return for the Plan, and certain other actuarial factors set forth in the Plan. Should the Plan enter Endangered or Critical status on or before January 1, 2026, the \$230.00 Pension Credit value reduces prospectively to \$180 effective as of the first day of the following Plan Year. A benefit earned at the \$230 level cannot be reduced by this funding rule – any reduction back to the \$180 accrual level applies only for future benefit accruals.

*Reduced Accrual Rate After 2023.* During 2022, and due to a general downturn in the financial markets, the Plan's funded percentage fell below 90%. As a result, the Plan's Pension Credit Value (*i.e.*, the annual accrual rate) for 2024 reverts back to \$180.00. This reversion does not affect the \$230.00 annual accrual rate for 2021 through 2023.

*Separation from Service After December 31, 1982 (Meets 3,000 Hour Rule)*

For a Participant who did not Separate from Service before January 1, 1983, and who worked 3,000 hours of Covered Employment after December 31, 1980, the value of Pension Credit is determined in accordance with Table III below, based on the benefit factor in effect as of the date of any separation.

TABLE III		
PENSION BEGINS ON OR AFTER	PERIODS OF EMPLOYMENT	MO. VALUE OF YR. OF PENSION CREDIT IF HOURS REQ. MET
01/01/1985	06/01/1961 - 05/31/1979	\$37.50 - Requires at least 3,000 hours after 12/31/1980
01/01/1987	06/01/1961 - 05/31/1982	\$45 - Requires at least 3,000 hours after 12/31/1982
01/01/1988	06/01/1961 - 05/31/1982	\$55 - Requires at least 3,000 hours after 12/31/1983
01/01/1989	06/01/1961 - 12/31/1984	\$61 - Requires at least 3,000 hours after 12/31/1984
01/01/1991	06/01/1961 - 12/31/1990	\$90 - Requires at least 3,000 hours after 12/31/1986
01/01/1992	06/01/1961 - 12/31/1991	\$92 - Requires at least 3,000 hours after 12/31/1987
01/01/1993	06/01/1961 - 12/31/1992	\$95 - Requires at least 3,000 hours after 12/31/1988
01/01/1994	06/01/1961 - 12/31/1993	\$97 - Requires at least 3,000 hours after 12/31/1989
01/01/1996	06/01/1961 - 12/31/1995	\$105 - Requires at least 3,000 hours after 12/31/1991
01/01/1997	06/01/1961 - 12/31/1996	\$116 - Requires at least 3,000 hours after 12/31/1992
01/01/1998	06/01/1961 - 12/31/1997	\$135 - Requires at least 3,000 hours after 12/31/1993
01/01/2000	06/01/1961 - 12/31/1998	\$160 - Requires at least 3,000 hours after 12/31/1995
01/01/2001	06/01/1961 - 12/31/2002	\$170 - Requires at least 3,000 hours after 12/31/1996
01/01/2007	06/01/1961 - 12/31/2013	\$175 - Requires at least 3,000 hours after 12/31/2002
01/01/2014	06/01/1961 and After	\$180 - Requires at least 3,000 hours after 12/31/2009

*Example:* If you retired on July 1, 2007, and you earned at least 3,000 hours of Pension Credit after December 31, 2002, then the annual value of your Pension Credit will be \$175. If you retired on April 1, 2014, and you earned at least 3,000 hours of Pension Credit after December 31, 2009, then the annual value of your Pension Credit will be \$180.

Regardless of when you commence your pension, the value of your Years of Pension Credit depends on the latest date you worked at least 3,000 hours, and whether you incurred a Separation from Service.

*Example:* As a final example, if you incurred a Separation from Service on December 31, 1992, and earned at least 3,000 hours after December 31, 1986, but not after December 31, 1987, the value of your Pension Credit earned before your Separation from Service will be \$90.

Although the value of a Year of Pension Credit after 2020 and through 2023 is \$230, any increase of a Year of Pension Credit by reason of having earned the 3,000 hours as described in this section is limited to \$180.

No amount of hours of service earned during any period of employment will cause a Year of Pension Credit earned before 2021 to be increased to an amount greater than \$180.

#### *Return to Covered Employment after Separation from Service*

Generally, if you return to Covered Employment after a Separation from Service, you may earn additional Pension Credit at the rate set forth in Table II above, but only the value of Pension Credit you earned before your Separation from Service will equal the amount provided in Table III as of the date of your separation, subject to the 3,000 hour requirement. Pension Credit earned before your Separation from Service will not be enhanced under Table III regardless of the number of hours you earn after your Separation from Service.

There is one exception to this Separation from Service rule described above: if you incurred a Separation from Service before 1987, then returned to Covered Employment and earned at least 3,000 hours of Pension Credit between January 1, 1987, and December 31, 1991, your Pension Credit for your pre-Separation from Service period may increase under Table III, up to \$90, as if you had not incurred the Separation from Service.

#### **5.4 Benefits Earned While on Long-Term Disability**

If you become disabled while an Employee, and you are eligible to receive long-term disability (LTD) benefits under the SFEW Health and Welfare Plan, the Health and Welfare Plan will make a monthly contribution to the Plan of \$31.25 (or a prorated amount for a partial month). For each dollar in contributions paid on your behalf while you are on LTD, you will be credited with 4 hours of Pension Credit. For example, if the Plan receives the full \$31.25 for a particular month, you will be credited with 125 hours of Pension Credit for that month. This Pension Credit will not count as ordinary Pension Credit. Instead, it will be used to increase your Accrued Benefit up to a maximum of \$6.50 annually (\$0.54 per month), and will count toward vesting, avoiding a Break-in-Service, avoiding a Separation from Service, and eligibility under the Rule of 85 (see Section 8.4).

#### **5.5 Minimum Benefits**

The Plan provides a minimum monthly benefit of \$700 to a Participant (or \$350 to a survivor annuitant) where the Participant's benefit commenced before January 1, 2004.

### **6. VESTING**

#### **6.1 Credited Service**

Even though you may have an Accrued Benefit, until you are vested you are entitled to no benefits under the Plan. The first step in determining whether you are vested is to determine your Credited Service. "Credited Service" is the same as Pension Credit, plus any service you perform for your Employer for which no Plan contributions are required, and includes Military Service described in Section 5.2. Credited Service is used only to determine your vesting status and Breaks-in-Service, and is not used to determine your Accrued Benefit in Article 5. Beginning January 1, 1976, Credited Service includes Contiguous Non-Covered Employment and up to 501 hours of service that would have been earned but for pregnancy or the birth or adoption of your child, or caring for your child immediately following birth or adoption. "Contiguous Non-Covered Employment" describes hours earned (i) with an Employer in a job classification that did not require Plan contributions, and (ii) immediately before or immediately after earning hours in Covered Employment (that is, no break in employment between the non-Covered Employment hours and the Covered Employment hours).

*Hours for Apprentices.* Hours for first year apprentices count towards Credited Service but not for Pension Credit. After the first year, hours worked by apprentices count toward Credited Service and Pension Credit.

#### **6.2 General Vesting Rules**

Until you are vested, you are entitled to no benefits under the Plan, and your accumulated Years of Credited Service and Years of Pension Credit (each discussed below) are subject to cancellation if you experience a

Permanent Break-in-Service (see Section 6.5). When you vest, your Accrued Benefit cannot be canceled if you leave employment, and you will become entitled to a Regular Pension. Vesting does not guarantee you a right to an Early Pension or a Disability Pension, because additional rules apply to those types of pensions. Until you vest, your accumulated Years of Pension Credit and Credited Service are subject to cancellation if you leave Covered Employment and experience a Permanent Break-in-Service.

You are vested if (i) you have earned five Years of Credited Service, or five Years of Pension Credit (see Section 5.01), that has not been canceled because of a Permanent Break-in-Service and (ii) you have earned at least one hour of Covered Employment after December 31, 1997. You will also become vested if you attain Normal Retirement Age before incurring a Permanent Break-in-Service.

A “Year of Credited Service” is earned for each calendar year in which you earn at least 1,000 hours of Covered Employment, which is a lower hour requirement than the 1,500 that is required for a Year of Pension Credit. However, partial Years of Credited Service are not awarded if fewer, or more, than 1,000 hours of Covered Employment is earned in a calendar year.

As vesting rules have changed over the years, you may have failed to vest, or incurred a Permanent Break-in-Service, under a rule that no longer applies. If your Credited Service or Pension Credit was canceled under a previously-effective rule, a later change to the rules will not reinstate your service.

### **6.3 Normal Retirement Age**

Beginning January 1, 1998, Normal Retirement Age is the later of age 65 or the fifth anniversary of your participation in the Plan, provided you have earned at least one hour of Pension Credit after December 31, 1997. Participants with no service after December 31, 1997, require 10 Years of Credited Service and attainment of age 65. In either case, the five or 10-year service requirement must be satisfied before incurring a Permanent Break-in-Service for vesting to occur on the basis of attaining Normal Retirement Age.

### **6.4 Pre-1998 Vesting Rules**

If you did not earn at least one hour of Covered Employment after December 31, 1997, the post-1997 vesting rules above do not apply to you, and one of the older vesting rules described below may.

#### *Vesting through May 31, 1973*

The Plan initially provided that a Participant's Accrued Benefit vested upon attainment of either (i) age 55 with 10 Years of Credited Service or (ii) 30 years of service in Covered Employment with either 300 hours of Credited Service in the 12-month period following June 1, 1961, or 1,500 hours of Credited Service at any time between June 1, 1961, and May 31, 1973.

#### *Vesting from June 1, 1973, through December 31, 1975*

If you were not vested as of May 31, 1973, then from June 1, 1973, through December 31, 1975, you would become vested upon earning 10 Years of Credited Service since the occurrence of any prior Permanent Break-in-Service.

#### *Vesting from January 1, 1976, through December 31, 1997*

If you were not vested as of December 31, 1975, then from January 1, 1976, through December 31, 1997, you would become vested upon either (i) earning 10 Years of Credited Service, or 10 Years of Pension Credit, since the occurrence of any prior Permanent Break-in-Service, or (ii) attaining Normal Retirement Age before incurring a Permanent Break-in-Service.

### **6.5 Break-in-Service**

If you leave Covered Employment before you are vested and incur a Permanent Break-in-Service, your accumulated Pension Credit and Credited Service is canceled. If you then return to Covered Employment, you will commence accumulating Pension Credit and Credited Service as though you had not been previously employed. Once you become vested, however, these Break-in-Service rules will no longer apply to you and

you cannot lose your vested benefits due to a Break-in-Service.

*Current Break-in-Service Rules (Effective January 1, 1987)*

Effective January 1, 1987, a “Permanent Break-in-Service” results if you incur the greater of either (i) five consecutive one-year Breaks-in-Service or (ii) a number of consecutive one-year Breaks-in-Service that exceeds the number of years and months of Credited Service or Pension Credit you accumulated before the first of those Breaks-in-Service. A “one-year Break-in-Service” results for a calendar year when you both fail to earn (i) 500 hours of Credited Service in that year and (ii) 300 hours of Pension Credit in the two-year period that includes that year and the prior year. The effect of this rule is that a non-vested Participant who earned at least one hour of service after December 31, 1997, will incur a Permanent Break-in-Service only if his or her number of years of Breaks-in-Service equals or exceeds five (since the Participant will become vested upon accumulating five years of Pension Credit or Credited Service, and the Break-in-Service rules will then no longer apply).

You will not incur a Permanent Break-in-Service if one or more of your five consecutive one-year Breaks-in-Service that would cause a Permanent Break-in-Service is attributable to a leave of absence due to disability or Military Service (excluding periods of voluntary re-enlistment), provided you have at least three hundred (300) hours of Pension Credit that would otherwise be forfeited. Separately, the Board may on a Plan-wide basis, agree to exclude a Plan Year when determining whether any Participant would incur a Break-in-Service (for example, where work hours are substantially reduced due to economic conditions).

*Example of Break-in-Service Rules*

The following work history illustrates how the Break-in-Service rules apply based on accumulated Pension Credit and Credited Service.

Year	Hours of Covered Employment	Accrued Pension Credit	Accrued Breaks (PC)	Accrued Credited Service	Accrued Breaks (CS)
2002	350	0.17		0	
2003	1,200	1.03		1	
2004	100	1.08		1	
2005	1,800	2.25		2	
2006	1,450	3.25		3	
2007	1,550	4.25		4	
2008	0	4.25	0	4	1
2009	0	4.25	1	4	2
2010	0	4.25	2	4	3
2011	0	4.25	3	4	4
2012	0	4.25	4	4	5
2013	325	4.41	0	4	6

In this example, no Permanent Break-in-Service resulted because the Participant returned to work before incurring five consecutive one-year Breaks-in-Service based on accrued Pension Credit. If Credited Service alone determined a Permanent Break-in-Service, the Participant’s Accrued Benefit would have been canceled on December 31, 2012, after incurring five consecutive one-year Breaks-in-Service. Because at least 300 hours of Covered Employment was earned in 2013, however, a Permanent Break-in-Service was avoided. In this example, the earliest that a Permanent Break-in-Service could next occur is December 31, 2019.

*Previous Break-in-Service Rules (Pre-1987)*

From 1976 through 1986, a one-year Break-in-Service resulted in any calendar year if you failed to earn either 500 hours of Credited Service or 300 hours of Pension Credit during the two-year period that includes

that calendar year and the preceding calendar year. During this period, and unless you were vested, you will have incurred a Permanent Break-in-Service if your consecutive one-year Breaks-in-Service equaled or exceeded the number of your Years of Credited Service or Pension Credit accumulated before the end of the consecutive one-year Breaks-in-Service which resulted in a Permanent Break-in-Service.

## **7. TYPES AND FORMS OF PENSIONS**

The Plan provides for three types of pensions: Normal Pension, Early Pension and Disability Pension. Generally, a Normal Pension is a pension that begins on or after Normal Retirement Age and an Early Pension is a pension that begins before Normal Retirement Age. This article discusses how benefits are paid out (the “form” of distribution) and a special rule allowing you to enhance your pension. The timing of the commencement of a Normal Pension and Early Pension is discussed in Article 8. Disability Pensions are discussed in Article 9.

### **7.1 Available Forms of Normal and Early Pensions**

A Normal Pension and Early Pension may be paid out in any of the following forms:

1. Single life annuity
2. Joint and 50% survivor annuity
3. Joint and 66⅔% survivor annuity
4. Joint and 75% survivor annuity
5. Joint and 100% survivor annuity

#### *Single Life Annuity*

A single life annuity is a monthly payment made on or about the first day of the month through the month in which you die, and is the default form of benefit for an unmarried Participant.

#### *Joint and Survivor Annuity*

A joint and survivor annuity is a monthly payment made on or about the first of the month through the month in which you die, then a monthly payment to your surviving spouse or other designated beneficiary (referred to as the “survivor annuitant”) through the month in which the survivor annuitant dies. The amount of the monthly payment to the survivor annuitant depends on the percentage annuity selected. If you select a joint and 50% survivor annuity, for example, the payment made to the survivor annuitant after your death will be 50% of the amount that was paid while you were alive. A joint and 50% survivor annuity is the default form of benefit for a married Participant.

To cover the additional cost to the Plan of covering the survivor annuitant should you die first, the monthly payments are smaller than under a single life annuity. The greater the percentage survivor annuity, the lower the monthly payment that will be made to you while you are living (*e.g.*, a joint and 100% survivor annuity will pay you a lower monthly benefit than will a joint and 50% survivor annuity). Monthly payments will also be lower should you select a joint and survivor annuity with a relatively young spouse or other beneficiary to account for the expected longer life expectancy of the survivor annuitant.

### **7.2 Pop-Up Feature**

The Plan allows a Participant to elect a pop-up feature to any joint and survivor annuity. Under the pop-up feature, if the survivor annuitant predeceases the Participant while receiving payments under a joint and survivor annuity of any percentage, the monthly payment will “pop up” to the larger payment that the Participant would have received under a single life annuity. The election of a pop-up feature will reduce the Participant’s monthly pension payment to cover the cost of the pop-up benefit. If the pop-up feature is not elected, the Participant’s monthly benefit will not be increased even if the spouse predeceases the Participant. If you commenced your pension before 1998 and elected the pop-up option, no pop-up will be provided unless your spouse or beneficiary predeceases you within five years of your pension start date.

### **7.3 Pension Enhancement from Retirement Savings Plan**

Once per lifetime, a Participant with an account in the SFEW Retirement Savings Plan (the “Retirement Savings Plan”) may make an irrevocable single sum direct transfer of any amount of between \$10,000 and \$300,000 from the Participant's Retirement Savings Plan account (excluding any portion of the account derived from rollover contributions and earnings thereon) into the Plan within 90 days of the Participant’s pension start date to enhance his or her monthly benefit under a Normal Pension or Early Pension. The enhancement must be paid in the same form that the pre-existing Accrued Benefit will be paid. Any lump sum death benefit paid with respect to the transfer will be the principal amount of the transfer less the sum of enhanced benefits previously paid to the Participant. For more information on pension enhancement, ask EISB for the *Pension Enhancement FAQs*.

## **8. COMMENCEMENT OF NORMAL AND EARLY PENSION**

### **8.1 Normal Pension Beginning at Normal Retirement Age**

Your Accrued Benefit is expressed in the form of a single life annuity beginning as of the first day of the month following attainment of Normal Retirement Age. If you are vested, no longer working in Covered Employment, and do not elect to delay your pension start date, your Normal Pension will begin as of that date in the form of a single life annuity if you are unmarried or a joint and 50% survivor annuity if you are married.

### **8.2 Delayed Normal Pension with no Retroactive Effective Date**

You may elect to delay the commencement of your Normal Pension until as late as April 1 of the year in which you attain age 73 or retire, whichever is later. You may also continue to earn additional benefits after Normal Retirement Age. If you delay the commencement of your pension beyond Normal Retirement Age, your monthly pension amount will be increased so that the actuarial value of the monthly payments expected to be paid over your remaining life expectancy is no less than the actuarial value of the monthly payments that would have been paid to you had you begun your pension at Normal Retirement Age, except that your monthly benefit will be reduced by the actuarial value of any prior monthly payments that would have been suspended by the Prohibited Employment rule based on a single life annuity at Normal Retirement Age.

### **8.3 Delayed Normal Pension with Retroactive Effective Date**

If you elect to delay the commencement of your Normal Pension until the date described in Section 8.2, you may elect it to begin *as of* the first day of any month that falls (i) on or after your Normal Retirement Age and (ii) before the beginning of the 180-day period that ends on the date that the Plan Office transmitted your election materials. Your monthly payment amount will be computed as if your pension had commenced on your retroactive pension start date, with a single sum makeup payment (including interest) paid to you for back months. Payment for any of those months in which you worked in the Electrical Industry that would have resulted in a suspended payment (see Article 11) will not be paid to you. Any portion of your Accrued Benefit that was earned during your retroactivity period (generally, non-suspended months in which you worked less than 40 hours, and suspended months in which you worked more than 40 hours) will not be taken into account until the first day of the year that begins after the year in which it was accrued.

### **8.4 Early Pension – Timing and Amount**

You may begin your pension on or after attaining age 55, but before Normal Retirement Age, if you have ceased working in Covered Employment, and you have earned at least 10 years of Pension Credit since any prior Permanent Break-in-Service.

*Reduced Early Pension.* In general, your Early Pension monthly amount is reduced from the monthly amount of your Accrued Benefit to account for the fact that your payments begin earlier and are expected to be paid for a longer period. You may calculate the monthly amount of your Early Pension by reducing your monthly Accrued Benefit by .5% for each month that your Early Pension begins earlier than your Normal Retirement

Age. Additional special rules are discussed below in this section that may show that you qualify for a higher monthly Early Pension amount.

*Unreduced Early Pension (Rule of 85).* If the sum of your age and Pension Credit equals at least 85 (the “Rule of 85”) and you earned at least 3,000 hours of Pension Credit after December 31, 1995, and 1,000 hours of Pension Credit during the 36 months immediately preceding the date you have attained age 55 and satisfied the Rule of 85, you are eligible for an unreduced monthly Early Pension that is equal to your monthly Accrued Benefit. (Early Pensions commencing before January 1, 2000, had additional Rule of 85 requirements not discussed in this booklet.)

*Reduced/Unreduced Early Pension From Age 64 (No Rule of 85).* You are eligible for an unreduced Early Pension if the sum of your age and Pension Credit do not equal at least 85, but you have attained age 64 and have earned at least 300, but less than 1,000, hours of Pension Credit during the 36-month period ending on your pension start date. If you meet these requirements, except you have not yet attained age 64, your monthly Early Pension is calculated by reducing your monthly Accrued Benefit by .5% for each month that your Early Pension begins earlier than your attainment of age 64.

*Unreduced Early Pension From Age 62 (No Rule of 85).* You are eligible for an unreduced Early Pension if the sum of your age and Pension Credit do not equal at least 85, but you have attained age 62, earned at least 3,000 hours of Pension Credit since 1991, and earned 1,000 hours of Pension Credit during the 36 months immediately preceding your pension start date. If you meet these requirements, except you have not yet attained age 62, your monthly Early Pension is calculated by reducing your monthly Accrued Benefit by .5% for each month that your Early Pension begins earlier than your attainment of age 62.

*Example.* Sam, who just turned age 55, has earned 45,000 hours of Pension Credit as of July 27, 2022, more than 3,000 of which were worked after 1999. As explained in Section 5.1, Sam’s hours of Pension Credit are the equivalent of 30 years of Pension Credit (*i.e.*,  $45,000 \div 1,500$ ). His monthly Accrued Benefit under Section 5.2 is \$5,400 (*i.e.*,  $\$180 \times 30$ ). Because Sam satisfies the Rule of 85 (since his age and years of Pension Credit equal 85), Sam may commence his unreduced Early Pension at age 55 at \$5,400 per month.

*Example.* Assume the same facts for Sam as above, except that Sam instead earned only 43,500 hours of Pension Credit (29 years of Pension Credit), and at least 1,000 of those hours were earned in the 36-month period preceding Sam attaining age 55. Sam’s monthly Accrued Benefit would be \$5,220 (*i.e.*,  $\$180 \times 29$ ). However, because Sam would have been one year short of satisfying the rule of 85, Sam’s benefit must be reduced by .5% for each month that his pension begins before attaining age 62. If Sam begins his pension at age 55, his pension will be reduced by 42% (*i.e.*,  $.5\% \times 84$  months) for a monthly pension benefit beginning at age 55 of \$3,027.60 (*i.e.*,  $\$5,220.00 - \$2,192.40$ ). If Sam had worked another 1,500 hours over one more year, and thus satisfied the Rule of 85, he could have begun his pension at age 56 with a monthly benefit of \$5,400 (*i.e.*,  $\$180 \times 29$ ), which would be about 78% higher than beginning his pension at age 55.

## **8.5 Pension Election, Waiver and Spousal Consent Rules**

When you retire, the Plan will provide you a written explanation of your benefit options, generally within 15 days of your request to the Plan Office for your retirement packet. Your pension start date must fall (except as provided in Section 8.3), and you must return the completed forms, within 180 days of the date you are provided the explanation of your benefit options, or the process will need to be repeated with an updated explanation and forms. We strongly suggest that you return the completed election forms to the Plan Office at least 120 days before your proposed pension start date to reduce the chance that your benefits will be delayed.

Your pension cannot start until your completed pension application is submitted to the Plan Office. To the extent your pension is delayed for no more than 180 days from the date you were provided a description of your benefit options, the Plan will pay you 5% annual interest on your late payments.



If you wish to elect a form of pension other than a default single life annuity (for an unmarried Participant) or a default joint and 50% survivor annuity (for a married Participant), you must waive the default form of benefit and, if you are married, your spouse must consent to the waiver. A spouse's consent to a Participant's waiver is effective only if the consent is witnessed by a Plan representative or notary public. If you are married you may not designate a nonspouse beneficiary unless your spouse consents.

*One-Year of Marriage Rule.* When you begin your pension, the Plan will recognize an individual as your spouse even if you have been married for less than one year. However, if, after you begin your pension, you either die or divorce your spouse before the one-year anniversary of your marriage, the Plan will not increase your monthly benefit after your divorce, and will pay no survivor benefits to your spouse after your death. If, however, your spouse should predecease you before the first anniversary of your marriage, the pop-up rule described in Section 7.3 will apply to increase your pension.

If you are a married Participant and you wish to change a beneficiary designation to a (or another) nonspouse beneficiary, your spouse must consent to such change in beneficiary.

Once the first payment has been made on your single or joint life annuity form of distribution, the distribution form is irrevocable. You may not later change the distribution form and elect some other form, perhaps because you divorce your spouse or your spouse dies.

## **9. DISABILITY PENSION**

### **9.1 Eligibility**

A Disability Pension provides a monthly benefit for Participants who become totally and permanently disabled and have met other eligibility requirements. The benefit is available if you are vested any time before age 65. To qualify for a Disability Pension you must:

- (i) become totally and permanently disabled before age 65;
- (ii) have 10 or more years of Pension Credit without having incurred a Permanent Break-in-Service; and
- (iii) have earned at least 300 hours of Pension Credit during the 36-month period that ends immediately before the date of your application for a Disability Pension.

### **9.2 Total and Permanent Disability Defined**

A total and permanent disability is a mental or physical impairment of an indefinite or long continued duration that precludes you from employment for wages or profit or other remuneration in any substantial gainful activity. You will be deemed permanently and totally disabled if, and only if, the Social Security Administration has determined that you are entitled to a permanent Social Security disability benefit under the Old Age and Disability Insurance program. If you are determined to be totally and permanently disabled and you submit a copy of your Social Security disability award within 60 days of receipt of the award, your disability benefit will be recognized retroactively, but no earlier than the first day of the sixth month of the onset of your permanent and total disability.

### **9.3 Commencement and Duration of Disability Pension**

A Disability Pension begins as of the later of (i) the first day of the month following the filing of an application for a Disability Pension or (ii) the first day of the sixth month of disability. A Disability Pension continues until the earliest to occur of (i) the date you cease to be totally and permanently disabled (whether or not you return to work), (ii) the month following the month in which you perform any service in the Electrical Industry that disqualifies you from receiving a Social Security disability benefit, (iii) your failure to cooperate with the Plan's requests for information or documentation of your disability and (iv) your death. When you attain Normal Retirement Age, your pension will convert to a Normal Pension regardless of your

disability status. Any service in the Electrical Industry may cause you to be engaged in Prohibited Employment rules (absent an exception) regardless of the status of your Social Security disability pension.

**ALERT -- FILE EARLY DISABILITY APPLICATION**

File a claim for a Disability Pension with the Plan Office at the same time that you apply for your Social Security disability benefit to ensure that Plan benefits become payable as early as possible.

The Board may from time to time require you to submit proof of your continued total and permanent disability and may require that you submit to an independent medical examination by a physician or physicians designated by the Board to determine your continued eligibility for a Disability Pension. Your Disability Pension could terminate when your eligibility for continued Social Security permanent disability benefits terminate, unless you have independent proof of your continued disability acceptable to the Board.

#### **9.4 Amount of Disability Benefit**

Your Disability Pension monthly benefit will be same monthly amount that would be payable to you if you were paid a Normal Pension beginning at Normal Retirement Age. You may elect to receive a Disability Pension in any form that would be available to you as a Normal Pension (see Section 7.1). However, the Plan applies special actuarial reduction factors for Participants retiring on a Disability Pension in the form of a joint and survivor annuity. These factors are available on request from the Plan Office. The factors are higher than the reduction factors used for non-disability pensions and thus may result in a lower initial benefit to a recipient of a Disability Pension. In some cases, Participants who also qualify for an Early Pension and who choose a joint and survivor annuity form of benefit may receive a higher monthly benefit under an Early Pension election. The Plan Office will provide a comparison when you file your application.

#### **9.5 Return to Covered Employment After Disability**

If you retire on a Disability Pension and then recover and return to Covered Employment, your monthly pension under any later retirement will be based upon the provisions of the Plan in effect at the time you retired on your Disability Pension for all years (and fractions thereof) of Pension Credit earned when you began your Disability Pension. Only Pension Credit earned after your return to Covered Employment will be based on the Plan in effect at the time you later retire.

#### **9.6 Reporting Requirements**

If you commence a Disability Pension and later recover or return to employment in the Electrical Industry, you must notify the Board of your recovery or employment within 15 days. If you do not, you will not be eligible to apply again for a Disability Pension until six months after the last day of your employment and you will be required to repay any pension amounts that were paid since your recovery or for any month during which you worked in the Electrical Industry, whichever is the longer period. The Plan may recover by legal action or by reduction from any benefits to which you or any beneficiary may later be entitled.

### **10. DEATH BENEFITS**

#### **10.1 Single Life Annuity**

If you die after having commenced a single life annuity form of benefit, no further benefits will be paid under your life annuity, though a lump sum benefit may be payable as described in Section 10.4 below.

#### **10.2 Joint and Survivor Annuity**

If you die after having commenced a joint and survivor annuity form of benefit, and you predecease the survivor annuitant, survivor benefits will continue to be paid to the survivor annuitant in an amount that reflects the percentage annuity that you elected.

*Example.* Jack retired in 2015 and elected a joint and 75% survivor annuity with his spouse. Monthly payments to Jack were \$5,000. Jack dies in 2022, survived by his spouse. Jack's spouse will receive a monthly benefit after Jack's death, for the remainder of her life, in the amount of \$3,750.

### **10.3 Pre-Retirement Survivor Annuity**

If you are vested and you die after having attained age 55 but before your pension start date, your spouse of at least one year who survives you will receive a pre-retirement survivor annuity payable for the remainder of your surviving spouse's life. The lifetime payment to be made to your spouse is equal to the monthly payment that would have been paid to your spouse had you retired on the day before your death and immediately thereafter commenced payment under a joint and 50% survivor annuity. Benefits to your surviving spouse will begin as of the first day of the month following the month in which you died, but no earlier than the earliest date that you could have commenced an Early Pension.

If you die before having attained age 55, your surviving spouse will be paid the same benefit that would have been paid had you (i) terminated employment on the date of your death, (ii) survived to the earliest retirement date available to you under the Plan and then received an immediate joint and 50% survivor annuity, and (iii) died the next day. This surviving spouse benefit does not commence until the first day of the month following the earliest retirement age that would have been available to you under the Plan (generally, age 55) unless your Spouse elects a later date, but no later than December 31 of the year in which you would have attained age 73. If your surviving spouse elects the immediate lump sum death benefit described in Section 10.4, the pre-retirement survivor annuity will be reduced or eliminated depending on the value of the lump sum payment. Pre-retirement survivor annuity coverage for your surviving spouse is automatic. If you have an Accrued Benefit, you cannot waive the pre-retirement survivor annuity.

Only a spouse may qualify as a survivor annuitant under a pre-retirement survivor annuity.

### **10.4 Lump Sum Death Benefit**

An optional lump sum death benefit may be paid to your beneficiary if you die either (i) after the pension start date of a Normal Pension, Early Pension or Disability Pension, or (ii) before commencing your pension, but after you have earned at least 4,000 hours of Pension Credit since any prior Permanent Break-in-Service. Any lump sum death benefit that is paid to a spousal beneficiary will reduce the value of the pre-retirement survivor annuity (potentially to zero) by the value of the lump sum payment.

The amount of the lump sum death benefit is limited to the amount of contributions paid on your behalf to the Plan since any Permanent Break-in-Service, minus any benefits you, your spouse and any Alternate Payee under a Qualified Domestic Relations Order (see Section 13.6) have received or are entitled to receive from the Plan. If Plan benefit payments paid or payable exceed the amount of contributions paid on your behalf to the Plan, the lump sum death benefit will be zero.

If the value of pension obligations payable after your death do not exceed \$5,000, the benefit will be paid in a lump sum. The latest date that a lump sum death benefit can be paid out is the last day of the fifth year that begins after the date of the Participant's death, except that a spousal beneficiary may delay the distribution until the last day of the year in which the participant would have attained age 73.

Lump sum death benefits may qualify for rollover treatment under the federal tax rules. A rollover is a payment of Plan benefits to an individual retirement arrangement (IRA) or to another qualified employer plan with the effect that income taxes are deferred until they are later distributed. Additional information on rollovers will be provided by the Plan Office in the election materials provided to the beneficiary. The beneficiary of a lump sum distribution should consult with a tax advisor if they have any questions about the rollover rules. The Plan Office cannot provide tax advice.

The surviving spouse of a deceased Participant may disclaim the entire single sum death benefit that the spouse would otherwise be paid so that the benefit will instead be paid to the individual(s) who would receive the benefit had the surviving spouse predeceased the Participant. The surviving spouse has no power to decide

which other beneficiary will receive the benefit; it will be paid to whomever would receive it had the surviving spouse predeceased the Participant. Only the single lump sum death benefit can be disclaimed, and all of it must be disclaimed if any is. Additional payments under the survivor annuity benefit cannot be disclaimed. The disclaimer must be completed on forms provided by the Plan Office, and must be notarized and returned to the Plan Office within nine months of the Participant's death. Contact the Plan Office if you need disclaimer forms.

## 10.5 Beneficiaries

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

Beneficiary designations may be updated at any time by filing a new beneficiary form with the Plan Office. If you are married, your spouse is automatically your beneficiary unless he or she consents in writing to some other beneficiary. Spousal consent must be witnessed by a Plan representative or a notary public. Any later change must also be approved in the same manner.

### **Alert #1: Divorce Invalidates Beneficiary Designation**

If you divorce your spouse or dissolve your domestic partnership before you retire and commence receiving your pension, any previous designation of your former spouse or domestic partner as a beneficiary is treated as revoked as of the date of divorce (or date of dissolution of your domestic partnership). Thus, when your divorce or dissolution is effective, you should immediately submit an updated beneficiary form to the Plan Office.

### **Alert #2: Marriage Invalidates Beneficiary Designation**

If you marry or enter into a domestic partnership, any previous designation of a beneficiary other than your current spouse or domestic partner is automatically revoked and is invalid. Thus, for example, should you remarry after divorcing, and wish to designate your children from your first marriage as beneficiaries, you should immediately submit a new beneficiary form to the Plan Office.

### **Alert #3: One-Year Spouse Rule**

If you marry, and either your pension start date or your death occurs before the one-year anniversary of your marriage, the Plan will disregard your spouse. You will be allowed to select a joint and survivor annuity even if you have not been married one year, but if death or divorce ends your marriage before one year, no survivor annuity benefits will be paid to your spouse.

If you have designated no beneficiary or no designated beneficiary has survived you, distribution of any lump sum death benefits will be made, in the following order: first to your surviving spouse; then to your surviving children in equal shares; then to your surviving parent or parents in equal shares; and finally, if none of the preceding exist, to your estate.

Different beneficiary forms may be used for this Plan, the SFEW Retirement Savings Plan and the SFEW Health and Welfare Plan, though a single combined form may, if expressly stated, be used to designate beneficiaries for this Plan and the Retirement Savings Plan. Be sure to file a separate form for death benefits payable under the SFEW Health & Welfare Plan.

## 11. RETURNING TO WORK IN THE ELECTRICAL INDUSTRY AFTER RETIREMENT

### **11.1 If You Return to Work After Retirement - Benefit Suspension**

When you retire from the Electrical Industry and commence your pension, you may work in other industries and continue to receive your pension. However, your monthly pension benefit will be suspended if you return to work in the Electrical Industry, unless an exception applies. Such work is known as “Prohibited Employment.” If you return to work before actual payment of your pension has begun, the effective date of your pension will be delayed and reestablished according to your last date of reemployment.

You must notify the Fund Office before you engage in any employment of a type that is, or may be Prohibited Employment, including work described below that may qualify for an exception. Prohibited Employment is interpreted in the broadest manner, and includes work for which a wage or salary is paid (regardless of how and when paid), work for which you may be considered an independent contractor, work for which you receive a deferred benefit, and work for which you receive (or will receive) anything of value in exchange for the services rendered.

Prohibited Employment includes Covered Employment and any other employment for compensation or profit in the Electrical Industry. “Electrical Industry” means all branches of the electrical industry.

For purposes of determining whether you are employed in Prohibited Employment, hours or hours of service include all hours for which you receive compensation, whether for actual work, illness, for incapacity (including disability), leave of absence or layoff. The Plan will count as Prohibited Employment no more than 501 consecutive hours for which you receive compensation but do not perform any services (such as illness, leave, disability or layoff).

### **11.2 Work Before and After Age 65**

If you work in Prohibited Employment as described in Section 11.1, your pension generally will be suspended. However, special rules apply after you have attained Normal Retirement Age (age 65). After Normal Retirement Age, your pension will be suspended only if you return to work in the Electrical Industry for 40 or more hours in a month:

- a) in the ten counties comprising the San Francisco Bay Area (San Francisco, Alameda, San Mateo, Contra Costa, Marin, Solano, Napa, Santa Clara, Sonoma and San Benito);
- b) in work of the type performed by Employees covered by the Plan on the date your pension commenced (or would have commenced but for this provision); and
- c) requiring directly or indirectly the use of the same skills employed by Employees on the date your pension commenced (or would have commenced), including any supervision of employees in the same trade or craft or directly or indirectly using the same skills as Employees covered by the Plan on the date your pension commenced (or would have commenced).

*Post-NRA Service That is Not Prohibited.* If you work in Covered Employment after Normal Retirement Age, but your hours do not result in a suspension of your pension (perhaps because you did not work at least 40 hours during the month), additional Pension Credit you earn will be added to your Accrued Benefit as of January 1 of each year in increments of 125 hours. If you had begun your pension, your additional benefit will be paid in the same form of benefit you previously elected.

### **11.3 Exceptions to Prohibited Employment**

You may work at any age, and for unlimited hours, while you continue to receive your pension benefits:

- a) as a private or public building or electrical inspector;
- b) as an instructor in a Taft-Hartley Trust apprenticeship and training program;
- c) in sales of electrical equipment or products;
- d) in the manufacturing or marketing of electrical or electronic products and systems which

is not a substitute for on-site fabrication protected or sought to be protected under IBEW Inside Wire Agreements; and

- e) service as a Plan trustee that constitutes Covered Employment.

The substance of the work, not the title it is given, controls whether the work is Prohibited Employment or falls under one of the exceptions. Consequently, you are urged to request advice of the Plan Office regarding any work you may wish to perform after retirement even if the post-retirement work you are offered sounds as if it is not prohibited. While you have the right, at any time, to an advance determination on whether proposed work constitutes Prohibited Employment, to claim an exception from Prohibited Employment you must file proof with the Plan Office of actual excepted work and a detailed description from the service recipient of the work to be performed. The detailed description should include the number of hours per month, the geographic location(s), and whether the work will require the use of skills acquired as an inside wireman. You must have an actual, bona fide offer of employment, as the Plan Office will not render advice with respect to work that is hypothetical or speculative.

If you engage in work that has been excepted from Prohibited Employment, the Plan Office may require you to submit periodic proof that the exception continues to apply. In the event that you fail to supply the Plan Office with sufficient facts upon which the Plan Office can verify continuing excepted work, upon written notice your pension benefits may be suspended. You may appeal any such decision to the Board.

#### **11.4 Presumptions Regarding Post-Retirement Employment**

If you are receiving a pension from the Plan you must report any employment in the Electrical Industry to the Trustees within 15 days of beginning such employment. If you do not report your employment and the Trustees discover you have been working in the Electrical Industry, they will act on the rebuttable presumption that you worked the number of hours for each of the months in which no notice was given (one hour if prior to your attaining age 65 or 40 hours if you have attained age 65) that would require suspension of your benefits. You will then have to rebut the presumption. If you fail to give advance notice to the Plan Office of Prohibited Employment, your benefits payable before Normal Retirement Age will be suspended for three additional months following the period your pension will be suspended for actually engaging in Prohibited Employment.

#### **11.5 Your Responsibility to Furnish Information**

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

#### **11.6 Notice of Suspension and Cessation of Prohibited Employment**

The Plan Office will notify you by first class mail upon suspension of your pension. The notice will include the reason for the suspension. You may request that the Trustees review the determination suspending your benefits in accordance with the Plan's claims and appeal procedure described in Section 14. When pension payments are suspended, you must notify the Plan Office when Prohibited Employment has ended. Your monthly payments will continue to be suspended, without makeup, until notice is provided to the Plan Office.

#### **11.7 Benefit Payments Following End of Suspension**

*Timing of Resumption.* Monthly pension payments will resume for months after the last month for which benefits were suspended. The first post-suspension payment will be paid no later than the third month after the last calendar month of the suspension, along with any required make-up payments for the one or two preceding months.

*Makeup of Suspended Early Pension Payments.* Suspended payments of a reduced Early Pension will be made up in the actuarial value of your post-suspension payments to the extent that the suspension of pre-

Normal Retirement Age payments reduced your Accrued Benefit. Suspended payments of an unreduced Early Pension will similarly be made up, but a pre-Normal Retirement Age suspension of an unreduced Early Pension will not ordinarily cause a reduction in the Participant's Accrued Benefit, and thus will not ordinarily be made up upon resumption of payments. Two examples help illustrate these makeup rules:

*Example 1.* Ed retires at age 60 with a monthly Accrued Benefit of \$4,000. He qualifies for an unreduced Early Pension, and begins to receive his \$4,000 monthly payments. One year later, at age 61, Ed returns to work in the Electrical Industry for 12 months. His monthly payments are suspended for those 12 months. Ed then ceases work entirely and permanently at age 62. The Plan then resumes making his \$4,000 monthly payments (plus a small additional amount for his additional service earned during the 12 months). Ed will receive no additional makeup benefits for having lost 12 months of pension payments under his unreduced Early Pension.

*Example 2.* Susan begins her Early Pension at age 63 after having earned a monthly Accrued Benefit of \$4,000. Because Susan has not worked in the Electrical Industry for a number of years, she does not qualify for an unreduced Early Pension. Therefore, her monthly Early Pension amount is \$3,520 (*i.e.*, \$4,000, reduced by .5% for each of the 24 months that her pension begins before age 65). Susan collects her pension for 12 months, returns to work in the Electrical Industry for 12 months when she attains age 64, and then retires permanently when she attains age 65. Because Susan's Early Pension benefit of \$3,520 is at least as valuable as her Accrued Benefit of \$4,000 that begins at age 65, Susan will receive an increase to her \$3,520 monthly pension (plus a small additional amount for her additional service during the 12 additional months she worked) when she resumes receiving pension payments upon returning to work that is actuarially equal to the 12 monthly payments she lost.

Thus, some Participants may receive a partial makeup of payments suspended before Normal Retirement Age, but Participants will receive no makeup for payments suspended after Normal Retirement Age.

### **11.8 Benefits Earned During Suspension Period**

If you cease Prohibited Employment before attaining Normal Retirement Age, any Pension Credit you may have earned while working in Prohibited Employment will be added to your monthly pension payments when (and not before) you attain Normal Retirement Age. Resumption of your previously-elected Early Pension before Normal Retirement Age will reflect no benefit increases adopted after you first commenced your Early Pension. Any additional benefit you earn will be separately subject to the benefit election procedures of Section 8.5 independent of your benefits that previously entered pay status.

If you cease Prohibited Employment on or after attaining Normal Retirement Age, Pension Credit you may have earned while working in Prohibited Employment will be added to your monthly pension payments when you resume your pension. Resumption of your previously-elected Early Pension before Normal Retirement Age will reflect benefit increases adopted after you first commenced your Early Pension. Your pension that is resumed after Normal Retirement Age will be recalculated upon resumption initially by taking into account all Pension Credit earned at the benefit level that applies at the time of your resumption (subject to all service requirements for the applicable benefit level), but then reduced by the actuarial value of all benefits previously paid to you before your suspension. This actuarial reduction will be limited such that all benefits paid to you will equal at least your Accrued Benefit. Also, any additional Pension Credit earned during your suspension will be counted in your resumed pension only if that Pension Credit was earned in a 12-month period during which you earned at least 1,000 hours of Covered Employment.

### **11.9 Recoupment of Overpayments**

Pension payments paid to you that should not have been paid because you were working in Prohibited Employment will be deducted from your pension payments upon resumption of your pension if you bear responsibility for the overpayment. The amount withheld from your monthly payments will be up to 25% of the payment (except that up to 100% of the first resumed pension payment may be withheld). If you do not

bear responsibility for the overpayment, up to 10% of your monthly payment may be withheld until the overpayment is fully recovered.

## **12. RECIPROCITY**

### **12.1 General Rules**

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

Dividing your pension service between two plans may result in you receiving a lower combined pension from both plans than you would have received from one plan. For example, if you work outside your normal area for only a few years, you may not work enough hours to vest under the plan in that area and may forfeit the benefits you had earned. Also, if some of your employment in the industry is not credited under this Plan, you are less likely to qualify for certain Plan benefits. To address these problems, the Plan is a party to the Electrical Industry Pension Reciprocal Agreement (the "Reciprocal Agreement"). Key provisions of the Reciprocal Agreement are summarized below, and a copy of the agreement is available upon written request of the Plan Office. The National Reciprocity Office is responsible for and handles any appeals, disputes or questions relating to the Reciprocal Agreement.

### **12.2 Transfers To or From Your Home Fund**

You may transfer contributions from this Plan to another IBEW local union's plan ("Participating Plan") that is your "Home Fund" under the Reciprocal Agreement if you register on the Electronic Reciprocal Transfer System ("ERTS") and present a valid photo identification at your Home Fund, the Participating Plan covering the area in which you have registered for work, or an assisting IBEW local union. You must agree in writing and electronically (via ERTS) that you will (i) be bound by your electronic signature on ERTS and (ii) recognize an approved authorization and release regarding reciprocal transfers under the Reciprocal Agreement.

If the Plan is your Home Fund and you work or expect to work in the jurisdiction of another IBEW local union, you may, by using ERTS, authorize the transfer of contributions from a Participating Plan to this Plan if (i) you are a member of IBEW Local 6 and currently have Credited Service in the Plan or (ii) you are not a member of IBEW Local 6 but have accumulated Pension Credit in this Plan and do not have pension credit under the Participating Plan.

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

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

### **12.3 Types of Reciprocity**

*Standard Reciprocity.* Standard reciprocity occurs when a Participant is dispatched by a local IBEW union other than Local 6 to a job in that local union's geographic area, and the Participant authorizes transfer of contributions in accordance with the Reciprocal Agreement or pursuant to an individual reciprocal agreement with that local union's pension plan. Reciprocal contributions are first allocated to the same type of Plan (defined benefit to this Plan and defined contribution to the SFEW Retirement Savings Plan) up to the hourly contribution limit set forth in the applicable IBEW Local 6 Collective Bargaining Agreement. Any excess amounts are then allocated to the dissimilar plan. If the reciprocal contribution exceeds the amount required



to satisfy the contribution requirements of both Plans, the excess will be allocated to your Retirement Savings Plan account.

*Exception to Standard Reciprocity.* An exception to this allocation rule applies to Participants who are sent by their contributing Employer to another area under a portability agreement for whom a differential contribution is to be paid directly to the IBEW Local 6 retirement plans. A “differential contribution” represents the difference between the contribution required under the collective bargaining agreement covering the jurisdiction where the Employee is working and the rates established under the IBEW Local 6 Collective Bargaining Agreement. For these Participants, reciprocal contributions will be credited on a pro rata basis based on the relationship that this Plan’s and the Retirement Savings Plan’s contribution rates bear to the total IBEW Local 6 pension contribution (e.g., if 48% of the total IBEW Local 6 pension contribution rate is paid to the Plan, then 48% of the contributions transferred will be allocated to this Plan). However, reciprocal (including the differential) contributions to be paid to this Plan are capped at the pension contribution rate provided under the Local 6 bargaining agreement, with any excess contributed to the Retirement Savings Plan.

*Pro Rata Reciprocity.* Under pro-rata reciprocity, no money is transferred between the two participating plans. Instead, Credited Service in each jurisdiction is aggregated by each plan to determine vesting and whether a Break-in-Service has occurred under each plan. If you vest under these rules, each plan will pay a pension based on Pension Credit earned in that plan’s jurisdiction only. The Board has entered into a pro-rata Reciprocity Agreement with the IBEW Pacific Coast Pension Plan.

#### **12.4 Crediting Service in Home Fund**

Hours related to contributions received by the Plan are treated as (i) Credited Service on an hour for hour basis and (ii) Pension Credit on a pro rata basis based on the relationship the contribution received bears to the applicable IBEW Local 6 contribution rate.

### **13. OTHER MATTERS**

#### **13.1 Annual Statement of Benefits**

Annually, the Plan will send you a statement showing your current hours of Pension Credit and your Accrued Benefit earned as of December 31 of the prior year. You should review your statement for accuracy and notify the Plan in writing promptly if it appears incorrect or if you have any questions. If you do not receive a statement by May 31, please contact the Plan Office. Because it takes time to collect and verify all information necessary to prepare your statement, and because the Plan’s auditors must perform auditing procedures on that information to verify its accuracy, the Plan Office ordinarily cannot provide your annual statement until May of the year following the statement year.

#### **13.2 Duty to Furnish Information**

Every Participant and beneficiary is required to furnish the Plan Office with any information or proof in support of dates of birth and marriage and any other information reasonably required by the Plan Office to administer the Plan. If such information is not supplied promptly and completely, there are likely to be unnecessary delays in the processing of benefit payments. The Board has the power to deny, suspend or discontinue benefits until requested information is provided.

#### **13.3 Benefit Payments and Direct Deposit**

Monthly pension payments are made as of the first day of the month for the prior month’s pension. If you receive your payment in the form of a check, it will be mailed on or about the last business day of the month for the next month. If you do not receive your check by the 10<sup>th</sup> of the month, contact the Plan Office. A stop payment and re-issuance of a monthly pension check cannot be made before the 10<sup>th</sup> of the month. Your pension payments will begin within 30 days of you properly completing your application or, if later, your pension start date. If you do not receive your initial pension check reasonably timely, you will receive interest on the payment at 5% per annum (based upon a 360 day year). This interest rate is subject to change.

*Electronic Direct Deposit.* The Plan offers electronic direct deposit into your personal checking or savings account, or into your joint account with an immediate family member. Direct deposits may not be made into a business account or any account that does not bear your name. If you receive your payment by electronic direct deposit, funds will be posted to your account on the first banking day of the month. Please contact your bank to verify that your account has been funded.

**ADVANTAGES OF DIRECT DEPOSIT**

**There are many advantages to signing up for direct deposit. It provides a safer, more reliable method of receiving your benefits, eliminates postal service delays, and helps guard against identification (ID) theft. Your payment will be posted to your account even when you are traveling or when the weather is bad.**

To sign up for direct deposit, ask the Plan Office for an Electronic Direct Deposit Authorization Form. Send the completed form with a voided check or savings deposit slip to the Plan Office. If you change your bank or account number, simply contact the Plan Office to request a new Electronic Direct Deposit Authorization Form. Should you at any time wish to cancel Direct Deposit, simply advise the Plan Office in writing.

*Option to Pay Retiree Health Co-Premium.* A Participant or beneficiary may direct a portion of his or her monthly pension payment to be applied directly to any premium for retiree health coverage under the San Francisco Electrical Workers Health and Welfare Plan. To elect this option, complete a voluntary and revocable assignment of benefits to the SFEW Health and Welfare Plan provided by the Plan Office.

**13.4 Mandatory Cash-Out of Small Benefits**

Notwithstanding any other rule under the Plan, if the value of a benefit that becomes payable is no more than \$5,000, the benefit is distributable only in a single lump-sum. Any such small distribution will ordinarily be eligible for rollover to an IRA. The rollover rules will be discussed in a tax notice provided with the distribution election materials.

**13.5 Benefits May Not Be Transferred to Others**

You may not borrow against your pension, pledge any part of it as security or collateral for a loan, or otherwise transfer it to another person. Your pension is exempt from the claims of creditors, such as garnishments or executions, except for certain divorce and child support orders (see Section 13.6). Federal tax liens, however, may be required to be recognized by the Plan Office.

**13.6 Divorce or Support Orders**

If you divorce, your former spouse may be entitled to some or all of the benefits that you earned while you were married. The Plan must comply with a court order, properly prepared and submitted, that allocates some or all of your benefits to a former spouse, child or other dependent, if the order meets the requirements of a qualified domestic relations order (“QDRO”), as defined in ERISA. A QDRO is an order that creates or recognizes the existence of a former spouse’s or child’s right to receive all or a portion of your benefits, and that generally meets all requirements set forth in Internal Revenue Code §414(p). When you file your pension application, you are required to provide the Plan Office with information on any pending or prior divorce action. This includes a final or interlocutory judgment, marital settlement agreement and any related document.

**ALERT Regarding Pending Divorce**

**If the Plan is notified of a pending divorce action or receives a court pleading known as a Joinder Request, the Plan may delay paying all or a portion of your Plan benefits for a reasonable period to allow time for the parties to prepare a**

QDRO (even if your pension application has been filed). If it appears that your former spouse or other alternate payee is seeking only a portion of your pension benefits or there are delays in the court proceedings, the Plan may, at its discretion, distribute to you that portion of your pension that is not likely to be part of a QDRO.

If your benefit may be affected by a QDRO, you should request a copy of the Plan's QDRO procedures. Those procedures include a sample QDRO that should be useful to the preparation of a QDRO. You or your spouse (or either of your attorneys) are encouraged to submit a proposed QDRO to the Plan Office before submission to a court in order to avoid having to file the order multiple times to correct changes required by the Plan Office.

The Plan will review a proposed QDRO solely to determine whether it satisfies legal requirements. The Plan does not consider the fairness of any pension allocations made by the order. You and your spouse are each responsible for protecting your own interests when you agree to any QDRO.

### **13.7 Tax Withholding**

Federal and state income taxes are required to be withheld from your pension payments unless you elect otherwise. When you retire, you must notify the Plan Office using the Plan's forms whether you wish tax withholding. You may want to consult with a tax advisor to discuss your payment and withholding options.

### **13.8 Recovery of Overpayments**

Participants and beneficiaries are entitled only to benefits described in the Plan document. If you receive a payment that you know, or should know, is not owed to you by the Plan, you must notify the Plan Office of the overpayment and arrange to repay the improper payments to the Plan. The Plan has the right to reduce or offset future benefits payable to you to recover the overpayment, unless other satisfactory arrangements are made. If you are responsible for the overpayment, perhaps by misrepresenting facts to the Plan Office, the Board may take any necessary and reasonable action to recover overpayments, including withholding up to 25% of your monthly pension payment until the overpayment (plus interest, attorney fees and costs) is repaid. The Plan may file a claim against your estate or any other person or entity if amounts are still owed at your death. Any amounts owed by a Participant to the Plan will be deducted from any death benefits that may be payable at the time of the Participant's death. However, if you are not responsible for the overpayment, then any withholding from your monthly payment is generally limited to 10% of the payment, you will not need to pay interest and fees, and recovery will not be made from benefits owed to your surviving spouse or other beneficiary.

### **13.9 Recap of Circumstances That May Cause You to Lose Benefits**

The following circumstances may cause you to lose some of all of your benefits earned under the Plan:

- a. You fail to vest (Article 6).
- b. You fail to comply with requests for information as requested by the Plan Office (Section 11.3).
- c. A Court issues a QDRO that assigns some or all of your pension benefits to an alternate payee (Section 13.6).
- d. You continue to work in the Electrical Industry that results in Prohibited Employment and a suspension of your monthly benefit (Article 11).
- e. You fail to provide timely and accurate information to verify your disability, age, beneficiary or other material information.
- f. You fail to inform the Plan Office of your current address and the Plan Office cannot locate you or your beneficiary.

- g. You die before your pension start date with no beneficiary.
- h. The plan terminates with insufficient assets to pay all Participants and beneficiaries fully.

## **14. CLAIMS AND APPEALS**

### **14.1 Claim for Benefits**

Be sure to read the procedures in this Article carefully before filing a claim or a lawsuit involving the Plan. These procedures are intended to help resolve claims and disputes fairly and efficiently without costly litigation. No lawsuit may be brought unless the Plan's appeal procedures have first been followed.

### **14.2 Claim Denial**

If your claim for a pension benefit is denied in whole or in part, you will receive a written explanation including the specific reasons for the denial. You then have the right to have the Board review and reconsider your claim. You also have the right to review a Plan policy, determination or action with which you disagree, by submitting a written appeal to the Board. To have your claim reviewed, however, you must file with the Plan Office a written appeal within 60 days of your receipt of the Board's initial denial of your claim or within 60 days after you learn of a Plan policy, determination or action with which you disagree and which is not a benefit denial.

### **14.3 Appeal of Claim Denial**

Your written appeal must state the specific reasons the denial of the claim was in error. You may submit supporting documents or records, and you have the right to representation throughout the review procedure. The review normally will be held, and a decision rendered by the Board, by the next regularly scheduled Trust meeting, unless the appeal is received within 30 days of such meeting or special circumstances exist requiring additional time. If the notice of appeal was received within 30 days prior to the next quarterly meeting, the Board may consider the appeal at the second regular quarterly meeting following the receipt of the notice of appeal. If special circumstances exist regarding a benefit claim, the Board of trustees may extend the time, to the next regularly scheduled meeting, to review the claim, provided that you or your representative are given a notice describing the special circumstances before the expiration of the original review period. You may request, or you may be requested by the Board, to appear at a hearing on your appeal. The Board has the sole discretion, however, to decide whether to hold a hearing and whether to invite you to a meeting.

The Board has full authority and discretion to construe, interpret and apply all provisions of the Plan and to determine all questions that may arise hereunder, including all questions relating to your eligibility to participate in the Plan, the amount of any benefit to which you or any Alternate Payee, Beneficiary or spouse may become entitled hereunder, and to determine all appeals subsequent to any determination upon application for benefits. Specifically, the Board has full and complete authority and discretion to make any determinations or findings of facts regarding any claims and appeals of any benefit determinations.

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

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

#### **14.4 Disability Claims and Appeals**

Decisions on disability claims and appeals have different time periods. If the Plan denies your application for a Disability Pension, the Plan will notify you of the denial within 45 days after the Plan's receipt of your application or claim. An extension of time not exceeding 30 days may be necessary due to matters beyond the Plan's control. If a decision cannot be rendered due to matters beyond the control of the Plan prior to the expiration of the 30-day extension, the period for making a determination may be extended for up to an additional 30 days, in which case notice will be sent to you prior to the expiration of the first 30-day extension.

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

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

#### **14.5 Voluntary Arbitration**

There is no right to arbitration of any adverse decision. Upon your request, however, the Board may, but is not required to, enter into an agreement to arbitrate a disputed claim upon your exhaustion of the claims procedures. Alternatively, the Board may propose voluntary arbitration subject to your agreement. The terms of such arbitration must be mutually agreeable to you and the Board.

#### **14.6 Finality of Decision on Claim – Two-Year Period to File Lawsuit**

The denial of an application or claim after the right to review has been waived or the decision of the Board on appeal has been issued is final and binding upon all parties, including the claimant. No lawsuit may be filed without first exhausting the procedures explained in this Article. No legal action may be commenced or maintained against the Plan or any Trustee or other fiduciary, person or entity involved in the decision more than two years after a claim has been denied on appeal.

### **15. AMENDMENT, TERMINATION AND MERGER OF PLAN**

#### **15.1 Amendment of Plan**

The Board has the discretion to amend the Plan at any time. Moreover, if the Collective Bargaining Agreement is amended by the insertion or deletion of provisions relating to the Plan, the Board will amend the Plan to effectuate the intent of the amendment to the Collective Bargaining Agreement, unless any such amendment conflicts with any applicable law or is actuarially unsound. An amendment may apply to all groups of Participants covered by the Plan or only to certain groups of Participants. Retroactive amendments may be made to the extent permissible under ERISA and other applicable law. Except as is permitted or required by applicable law, no amendment may divest any accrued benefits which have previously been vested or been approved.

No Plan amendment may conflict with ERISA or any other applicable law nor may any amendment be adopted which would render the Plan actuarially unsound. No amendment may decrease a Participant's Accrued Benefit, except as permitted under ERISA or other applicable law.

#### **15.2 Right to Terminate**

It is anticipated that the Plan is permanent and will continue in operation indefinitely. Nonetheless, the Association and the Union, acting jointly, and the Board, have the right to discontinue or terminate the Plan in whole or in part. The rights of Participants to benefits accrued to the date of the termination or discontinuance, to the extent funded by the Plan assets allocated to such benefits as of such date, are nonforfeitable. If, however, there are insufficient assets to pay for all of the benefits described in the Plan

after providing for the expenses of termination, the remaining assets will be allocated in accordance with the Plan document and as otherwise required by law.

### **15.3 PBGC Insurance in the Event of Plan Termination**

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

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

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

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

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

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

The PBGC guarantee generally covers normal and early retirement benefits, disability benefits if you become disabled before the Plan becomes insolvent, and certain survivor death benefits. The PBGC guarantee generally does not cover (i) benefits greater than the maximum guaranteed amount set by law, (ii) benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the earlier of the date the Plan terminates or the time the Plan becomes insolvent, (iii) benefits that are not vested because you have not worked long enough, (iv) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent, and (v) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

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

### **15.4 Merger or Consolidation With Another Plan**

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

## **16. ADDITIONAL PLAN INFORMATION**

### **16.1 General Plan Information**

Name of Plan: Northern California Electrical Workers Pension Plan

Plan Administrator: The Board of Trustees of the Northern California Electrical Workers Pension Plan

Agent for the Service of Legal Process: Electrical Industry Service Bureau (EISB)  
c/o Nancy Finegan  
Northern California Electrical Workers Pension Plan  
720 Market Street, Suite 700  
San Francisco, California 94102

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

Plan Year: Calendar year

Employer Identification Number: 94-6062674

Plan Number: 001

## **16.2 Funding and Collective Bargaining Agreements**

The Plan is a multiemployer defined benefit pension plan maintained in accordance with one or more collective bargaining agreements between IBEW Local 6 and the San Francisco Electrical Contractors Association and between IBEW Local 6 and various Employers. The collective bargaining agreements provide for contributions by the Employers to the Plan's trust on an agreed-upon amount-per-hour basis. There are no Employee contributions.

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

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

Assets of the Plan are held in trust, and benefits are funded through the trust. Plan assets are held by a bank, which are invested as directed by the Plan's investment managers.

## **16.3 Statement of ERISA Rights**

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

- Examine, without charge, at the Plan Office and other locations (such as IBEW Local 6) documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor) and available at the Public Disclosure Room of the Employee Benefits Security Administration ("EBSA").
- Obtain, upon written request to the Board or the Plan Office, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and an updated summary plan description.
- Obtain copies of Plan documents and certain other Plan information upon written request to the Plan. The Plan may assess a reasonable charge for the copies.
- Receive a summary of the Plan's Annual Report known as a Summary Annual Report (SAR). The Plan is required by law to furnish each Participant with a copy of this summary annual report.

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

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called fiduciaries, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries.

No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension benefit is denied in whole or in part, you have a right to a written explanation to know why it was denied and to obtain copies of documents relating to the decision, without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request certain materials from the Plan and do not receive them within 30 days, you may file a suit in Federal court. In such a case, the court may require that the Plan provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan.

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

If Plan fiduciaries misuse the Plan's money or other assets, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. If you file a lawsuit, the court may decide who should pay court costs and legal fees. If you are successful, the court may order the person(s) you have sued to pay your costs and fees. If you lose, the court may order you to pay the Trust's or other defendants' costs and fees, for example, if it finds your claim frivolous.

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

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

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the EBSA. For single copies of publications, contact the EBSA Brochure Request Line at 1-800-998-7542 or contact the EBSA field office nearest you. You may find answers to your questions and a list of EBSA offices online at: [www.dol.gov/ebsa/welcome.html](http://www.dol.gov/ebsa/welcome.html).