

AMENDMENT NO. 9
TO THE SOUTHERN CALIFORNIA IBEW-NECA
PENSION PLAN

Pursuant to Section 10.1 of the Plan the Board of Trustees may amend the Plan. Upon adoption copies of this Plan Amendment shall be distributed as provided in Section 10.3 of the Plan.

This Plan Amendment neither increases nor decreases any benefit available under the Plan nor does it add to or delete any benefit option available under the Plan.

The Board of Trustees has been advised and agrees that more orderly language on the Death Benefits available under Sections 8.2 and 8.3 of the Plan would assist in a more efficient day to day administration of the Plan. Nothing in this Plan Amendment shall be construed as increasing or decreasing benefits available under the Plan or the benefit options available under the Plan.

NOW THEREFORE the Plan is amended as follows:

(1) Section 8.2 of the Plan is amended to read as follows:

“(a) Married Participants: Subject to the eligibility provisions of Section 8.1, should a married Participant with Default Schedule Accruals not already awarded die the surviving spouse shall be entitled to for such accruals a Qualified Pre-Retirement Survivor Annuity (QPSA) under this Sub-Section.

The annuity starting date, at the election of the surviving spouse and subject to the timely written application provisions of the Plan, shall be on and after the date the Participant, had the Participant lived, could have commenced early retirement benefits under the Plan but always subsequent to the date of the Participant’s death. The annuity starting date of the QPSA shall not be later than the later of the Participant’s Normal Retirement Date or the month following Participant’s date of death.

The monthly amounts of the QPSA shall be calculated as follows. First, based upon the accruals, annuity starting date and the birthdates of the Participant and surviving spouse calculate the amount of a Default Schedule 50% QJSA pension. Second, divide the foregoing amount by 2. The result shall be the amount awarded.

An awarded QPSA shall terminate in the month following

the death of the surviving spouse. There are no number of guaranteed payments. Should the surviving spouse die prior to the benefits commencing no benefits shall be payable to the surviving spouse or any other beneficiary.

Should the effective date of a QPSA precede the application date the term, 'annuity starting date' shall be replaced with the term, 'retroactive annuity starting date' in administration of this Sub-Section.

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

(2) Section 8.3 of the Plan is amended to read as follows:

“(a) Married Active Participants: Subject to the eligibility provisions of Section 8.1, should a married Active Participant with Alternative Schedule Accruals not already awarded die, the surviving spouse shall be entitled to for such accruals a Qualified Pre-Retirement Survivor Annuity (QPSA) under this Sub-Section. Commencement of payments is subject to the written application provisions of the Plan.

(1) The annuity starting date of the QPSA shall be the first of the month following the month of the Active Participant’s death.

The monthly amounts of a QPSA shall be calculated as follows. First, based upon the accruals calculate the Active Participant’s Normal Retirement single life annuity as of the Active Participant’s Normal Retirement Date. Second, divide the foregoing amount by 2. The result shall be the amount awarded.

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

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

the Participant.

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

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

The annuity starting date of the increased QPSA shall be the first of the month following the month of the Active Participant's death. The annuity starting date of this QPSA shall not be later than the month following Participant's date of death.

The monthly amounts of this increased QPSA shall be calculated as follows. Based upon the accruals, annuity starting date and birth dates of the Participant and surviving spouse, calculate the amount of a 100% QJSA pension. The result shall be the amount of the increased monthly QPSA awarded.

An increased QPSA benefit in pay status shall terminate in the month following the death of the surviving spouse. There are no number of guaranteed payments, no payments to surviving children under age 21 nor any payment to designated or preference beneficiaries of the surviving spouse. Should the surviving spouse die prior to benefits commencing, the surviving spouse's rejection of Section 8.3(a)(1) benefits shall be null and void and benefits will be paid in accord with Section 8.3(a)(1) commencing on the month following the surviving spouse's death, first to the children of the Participant who are then under the age of 21, if any, and then to the

designated beneficiaries or preference beneficiaries of the surviving spouse in the manner set forth in Section 8.3(a)(1) following the death of a surviving spouse.

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

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

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

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

The monthly amount of a QPSA shall be calculated as follows. First, based upon the accruals, calculate the Active Participant's Normal Retirement single life annuity as of the Active Participant's Normal Retirement Date. Second, divide the foregoing amount by 2. The result shall be the amount awarded.

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

If upon the death of a surviving spouse, Participant is survived by one or more child under the age of 21, then the monthly

annuity payment shall continue to such children as follows. Each surviving child under the age of 21 as of the first day of the month of payment shall receive an equal share of the monthly payment. These payments cease when there is no surviving child of the Participant under age 21. Child means a natural or adopted child of the Participant.

A minimum of 60 times the monthly benefit amount of the QPSA benefit shall be paid. If upon termination of all of the foregoing payments, less than 60 monthly payments have been issued, the balance of payments shall be paid monthly to the designated or preference beneficiaries of the surviving spouse in equal shares until the 60th guaranteed payment has been paid and all guaranteed payments will then terminate.

(2) Upon the death of an Inactive Vested Participant who is not eligible to retire and who has not attained age 55, the surviving spouse may elect a QPSA with an annuity starting date no earlier than the month following the Inactive Vested Participant's death but such a monthly benefit shall be actuarially reduced to the Actuarial Equivalent of a QPSA benefit payable upon the date, had the Participant lived, the Participant would have attained age 55 and paid pursuant to part (1) of this Sub-Section.

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

These death benefits or annuity payments shall commence on the first of the month following the month of the Participant's death.

The monthly amount of the death benefit or annuity shall be calculated as follows. First, based upon the accruals calculate the Participant's Normal Retirement single life annuity as of the Participant's Normal Retirement Date. Second, divide the foregoing amount by 2. The result shall be the amount awarded.

If upon death the Participant is survived by one or more child under the age of 21, then monthly annuity payments shall be made to such children as follows. Each surviving child under the age of

21 as of the first day of the month of payment, shall receive an equal share of the monthly payment. These payments cease when there is no surviving child of the Participant under age 21. Child means a natural or adopted child of the Participant.

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

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

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

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

In the event the Annuity Starting Date of a QPSA benefit is subsequent to the Participant's Normal Retirement Date, the amount of the QPSA shall not be less than the greater of the QPSA calculated under parts (a) or (b) or one-half of the QPSA pension amount premised upon the accruals, birth dates of the Participant and surviving spouse and an annuity starting date of the month following the month that Participant's death or the Required Minimum Distribution Date, whichever is earlier. Required

interest shall be paid on any late Required Minimum Distributions in accord with Section 9.13(b).”

This Plan Amendment was authorized by action of the Board of Trustees, is effective upon execution and is executed this 30th day of October, 2019 at Commerce, California.

Chair

Secretary