

SOUTHERN CALIFORNIA IBEW-NECA



PENSION PLAN

Summary Plan Description as of January 2026

This booklet contains a summary of your rights and benefits of the Southern California IBEW-NECA Pension Plan. If you have difficulty understanding any part of this booklet, please contact the Administrative Trust Funds Office at 100 Corson Street, Suite 200, Pasadena, California 91103, which is open from 8:00 AM - 5:00 PM, Monday through Friday. You may also call the Administrative Trust Funds Office at (800) 824-6935 or (323) 221-5861.

Este folleto contiene un resumen en Inglés de su derechos y beneficios del Southern California IBEW-NECA Pension Trust Fund. Si usted tiene dificultad para entender cualquier parte de este folleto, comuníquese con la Oficina Administrativa al 100 Corson Street, Suite 200, Pasadena California 91103. Las horas de servicio son de 8:00 AM a 5:00 PM de lunes a viernes. También puede llamar a la Oficina Administrativa al (800) 824-6935 ó al (323) 221-5861 para solicitar una copia del "Summary Plan Description" en Español.

This document is also available online at www.scibew-neca.org.

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Introduction

To All Pension Plan Participants and Beneficiaries:

We are pleased to provide you with this Summary Plan Description (“SPD”) written in question-and-answer form. It provides a summary of the major provisions of the Southern California IBEW-NECA Pension Plan (the “Plan” or the “Plan Document”), a defined benefit plan, in clear, understandable, and informal language.

You can refer to the Plan Document if you need more detail concerning the Plan’s provisions, which may be requested from the Southern California IBEW-NECA Pension Plan Administrative Trust Funds Office (the “Administrative Trust Funds Office”).

The Plan is currently providing monthly benefits to more than 6,200 Pensioners, Spouses and Beneficiaries, and covering more than 12,500 additional participants who may receive benefits in the future. Through prudent financial planning, the Plan can continue providing for the future retirement security of Participants now in their working years.

The Administrative Trust Funds Office solely represents the Board of Trustees in administering the Plan and giving official information about the Plan on behalf of the Board of Trustees. No Union Trustee, Employer Trustee, or Union employee is authorized to give official information, give any explanation, or make any agreements for the Board of Trustees.

The Board of Trustees has the sole and exclusive authority to interpret the Plan. Oral statements from any individual cannot change the written terms of the Plan Document or this SPD. In the event of a conflict between the information in the SPD and the formal Plan Document, the formal Plan Document will govern. The other controlling legal document is the Trust Agreement. Copies of the Trust Agreement may be obtained from the Administrative Trust Funds Office at a reasonable fee.

The Plan may be amended from time to time. The Administrative Trust Funds Office will notify Participants of amendments and other material modifications.

Some Plan provisions have changed as the Plan has been amended. Earlier provisions may be applicable when service has not been continuous or in other circumstances, such as when a business transaction of a participating Employer or Local Union affects benefits.

The Board of Trustees may make further revisions to the Plan to comply with Department of Labor and Internal Revenue Service (the “IRS”) regulations and to ensure the Plan remains qualified under the Internal Revenue Code. IRS funding rules contain provisions where benefit cutbacks could occur in situations where the Plan becomes significantly underfunded.

The questions and answers in this SPD are based on a sample Participant whose service is continuous and who has been active up to the time of retirement. Exceptions will be noted, as applicable, in certain answers.

Please read this SPD booklet carefully and discuss it with your family. Any terms that are not defined in this SPD are defined in the Plan Document, which may be obtained online or from the Administrative Trust Funds Office. If any details are not clear or if you have any questions, you can call or write the Administrative Trust Funds Office:

Southern California IBEW-NECA Pension Plan Administrative Trust Funds Office

100 Corson Street, Suite 200

Pasadena, CA 91103

(323) 221-5861

(800) 824-6935 Toll-Free Nationwide

(323) 726-3520 Fax

www.scibew-neca.org

Office Hours: Monday to Friday, 8:00 a.m. to 5:00 p.m., excluding holidays.

Sincerely,

Board of Trustees

Southern California IBEW-NECA Pension Trust Fund

The Board of Trustees of the Southern California IBEW-NECA Pension Trust Fund (the “Board of Trustees”) is composed of an equal number of Union (IBEW Local Unions 11, 440, 441 and 477) and Employer (Los Angeles County, Orange County and Southern Sierras Chapters of NECA) Trustees.

Summary of Plan Benefits

1. Benefits Covered by Alternative and Default Schedules

Benefits under the Plan are either covered by the benefit provisions under the Plan's Default Schedule or the Plan's Alternative Schedules. The benefit provisions under these schedules are significantly different.

Rehabilitation Plan and Funding Improvement Plan Updates

The Trustees adopted a Rehabilitation Plan effective October 28, 2009 to assist the Plan in recovering from severe investment market downturns. The Rehabilitation Plan was updated in 2016. Under the Rehabilitation Plan, each Local Union chose a recovery schedule from a list containing Alternative Schedules and the Plan's Default Schedule. The Plan's Default Schedule decreases benefits to help the Plan's recovery before considering increasing contributions. The Plan's Alternative Schedules balance decreasing benefits and increasing contributions.

For the Plan Year beginning July 1, 2018, the Plan's funding status improved. The Board of Trustees then implemented a Funding Improvement Plan that provides for additional measures to help the Plan recover.

Default and Alternative Schedules

All Local Unions under this Plan elected one or more Alternative Schedules under the Rehabilitation Plans or Funding Improvement Plans that generally have the same benefit reductions and similar contribution increases. Benefits earned for service before October 28, 2009, and for contributions earned from service with Locals 11, 440, 441 or 477, on or after October 28, 2009, are covered by the Plan's Alternative Schedule.

Benefits earned on or after October 28, 2009 that are based on contributions remitted pursuant to a reciprocity agreement (from areas outside of the Local Unions' geographical area) are subject to the Plan's Default Schedule. The Default Schedule has different and additional benefit reductions from the Alternative Schedules.

The Alternative Schedules and Default Schedule are periodically referred to throughout this SPD when the benefits available under the schedules are different.

Normal Retirement Benefit

A Normal Retirement Benefit is payable to a retired Active, Inactive or Inactive Vested Participant at the later of:

1. age 65; or
2. the 5th anniversary of the date the Participant began covered employment.

Early Retirement Benefit

An Early Retirement Benefit is payable before age 65 to a Participant who has retired by ending all employment with contributing employers (including an Employer that is signatory to a

Collective Bargaining Agreement (a “CBA”), with a Union sponsoring this Plan but is not making contributions on the Participant’s behalf) after meeting the following age and service requirements:

1. At the later of age 55 and the completion of 10 or more years of Credited Service (15,000 Covered Hours), including at least two Future Service years (3,000 Covered Hours); or
2. For benefits first in pay status before April 1, 2017:
 - A. At any age with at least 42,500 Covered Hours and at least 23 combined years of credit, based on the number of years of Credited Service through June 30, 1996, plus the number of years of at least 300 hours for Plan Years on and after July 1, 1996; or
 - B. At any age with at least 37,500 Covered Hours at retirement. The portion of the benefit accrued in the Plan on or before June 30, 1996, is payable immediately. If you are under age 55 and do not meet the requirements of paragraph A above, the portion of the benefit accrued after June 30, 1996 will be deferred until age 55; or
3. For benefits first in pay status on or after April 1, 2017, you can retire at any age with at least 37,500 Covered Hours at retirement. Unless specific requirements are met, your Early Retirement Benefit will generally be actuarially reduced.

You may qualify for an unreduced Early Retirement Benefit for benefits covered by the Alternative Schedule if, at the time of retirement, you:

1. Are at least age 56;
2. Have 44,500 Covered Hours; and
3. Are an Active Status Participant.

Alternative Schedule benefits subject to a Break-in-Service reduction will still receive a 0.4% reduction per month before age 65 (please see the Plan Document for further details).

All benefits earned under the Default Schedule are actuarially reduced so that, on average, the total value of benefits paid over a longer Early Retirement Benefit timeframe are equivalent to what would have been paid under the shorter Normal Retirement Benefit timeframe. These actuarial reductions also apply to any benefits covered by the Alternative Schedule where you do not meet the following requirements at retirement:

1. Age 56;
2. 44,500 Covered Hours;
3. Active Status.

Before age 65, if you work in Non-Covered Electrical Employment after working in covered employment, your Early Retirement Benefit accrued on and after October 1, 1987 will be

suspended. *Please refer to Question 14, which begins on page 25 for a description of Non-Covered Electrical Employment and how it impacts your right to an Early Retirement Benefit.*

Pre-Retirement Death Benefit

A Pre-Retirement Death Benefit is available on behalf of:

1. An Active Participant with five years of Credited Vesting Service; or
2. An Active Participant with 10 years of Total Credited Service including at least two years of Future Service Credit; or
3. A Participant who has attained Normal Retirement Age.

The Pre-Retirement Death Benefit is payable to the deceased Participant's surviving Spouse, if any. If there is no surviving Spouse:

1. For benefits earned under the Alternative Schedule, the Pre-Retirement Death Benefit is payable to children under age 21, or a designated Beneficiary.
2. For benefits earned under the Default Schedule, the Pre-Retirement Death Benefit is available only to a surviving Spouse.

Disability Benefit

There is no Disability Benefit available under the Plan for benefits first in pay status on or after April 1, 2017. For Disability Benefits first in pay status before April 1, 2017, please refer to the applicable historical Plan documents.

Questions and Answers

1. When am I a Participant in the Plan?

First, some definitions:

- A **Covered Hour** is an hour of work for which an Employer is required to make contributions to the Plan.
- A **Plan Year** is the period from July 1 of one year to June 30 of the next year.

Once your total Covered Hours earned during the current and previous Plan Year reach 750, you will become a Participant, effective on the first day of the following month.

For example:

- You begin covered employment in April, 2017;
- You work 300 hours during the period April 1, 2017 to June 30, 2017;
- You work 450 hours during the period July 1, 2017 to September, 2017.

Under the example above, you will become a Participant on October 1, 2017, as follows:

April 1, 2017 to June 30, 2017:	300 Covered Hours
July 1, 2017 to September 30, 2017:	450 Covered Hours
Total Covered Hours:	750
October 1, 2017:	You Become a Participant

2. What are Credited Future Service, Credited Past Service, Credited Service (Total Credited Service) and Credited Vesting Service?

Credited Future Service is expressed in years and partial years. A Participant earns 1/1500th of one year of Future Service for each hour of covered employment.

For each complete month of applicable military service, a Participant earns the greater of:

1. 125 hours; or
2. The average monthly hours worked in the 12 months before the Participant's commencement of military service.

For each day in a partial month of military service, a Participant earns 8 hours, up to 125 hours.

Credited Past Service is expressed in years and partial years and is provided to Participants for certain service worked before their Local Union's entry date. If you have worked before

July 1, 1971 in certain employment, you may have Credited Past Service. More information is available from the Administrative Trust Funds Office.

A Participant earns one-fourth of one year of Credited Past Service for each calendar quarter of employment that would have been covered employment had a CBA been in effect during the period from January 1, 1942 to the Participant's Local Union's entry date. A Participant can earn up to 15 years of Credited Past Service.

Credited Service or **Total Credited Service** is the sum of Credited Future Service and Credited Past Service that has not been forfeited.

Credited Vesting Service is expressed in completed years. A Participant earns one year of Credited Vesting Service for each Plan Year during which the participant works 750 or more Vesting Hours.

Vesting Hours are:

1. Covered Hours;
2. Hours credited while on disability;
3. Hours worked in Uncovered Vesting Employment; and
4. Hours credited for military service.

If the Participant died on or after January 1, 2007, while performing qualified military service, the Participant will receive Credited Vesting Service for the period of qualified military service.

3. When is my pension vested?

Vesting (having a guaranteed right to a pension benefit) can be achieved in five ways:

1. At completion of five Vesting Service Years for:
 - A. A Participant entering the Plan on or after July 1, 1999; or
 - B. A Participant entering the Plan before July 1, 1999, who worked 375 hours from July 1, 1998 to June 30, 1999 and more than one hour after July 1, 1999; or
 - C. A Participant entering the Plan before July 1, 1999, who did not work 375 hours from July 1, 1998 through June 30, 1999, but who re-enters the Plan after July 1, 1999, and works one additional Vesting Service Year.
2. While still an active employee at the later of:
 - A. The 5th anniversary of your first Covered Hour; or

B. Your 65th birthday.

3. At completion of five Vesting Service Years for a Participant with one Vesting Service Year earned after July 1, 1989, and while the Participant was covered by a CBA.
4. At completion of 10 Years of Total Credited Service. To vest with 10 years of Total Credited Service, at least two of the years must be Credited Future Service.
5. At completion of 10 Vesting Service Years for a Participant entering the Plan before July 1, 1999, who did not work 375 hours between July 1, 1998 and June 30, 1999 and did not complete one additional year of Vesting Service after July 1, 1999.

4. Can I ever lose my pension credits?

Yes, until you are vested (see Answer 3 on page 7 for more information on vesting), it is possible to lose your pension credits. This will occur if you have several consecutive Plan Years in which you earn fewer than 375 Vesting Hours in each of those Plan Years.

You become an **Inactive Employee** if you:

1. Work fewer than 375 Covered Hours in each of two consecutive Plan Years (which constitutes a Break-in-Service); and
2. Then complete a Divesting Service Year (fewer than 375 vesting hours in a Plan Year).

Once you become an Inactive Employee, you will lose your pension credits unless you work at least 750 Covered Hours within two consecutive Plan Years before the date you would completely lose your pension credits.

You would completely lose your pension credits as of June 30th of the year when your Divesting Service Years (including years during the Break-in-Service) equal the greater of:

1. Five years; or
2. The number of your Credited Vesting Service Years.

You will not incur a Divesting Service Year if you meet the requirements for Special Service. Special Service includes authorized leaves of absence, military duty, maternity or paternity leave, and continuous employment in the electrical contracting industry within the geographical jurisdiction of IBEW Locals 11, 440, 441, 477 in a job classification not covered by a CBA.

You will not incur a Divesting Service Year if you were an active Participant who became a signatory contractor with IBEW Locals 11, 440, 441 or 477 and did not have contributions paid into the Plan on your behalf. You must furnish appropriate evidence to the Plan upon request to document eligibility for Special Service.

The following charts indicate how a Break-in-Service can occur.

Table 1: Five-Year Vesting Currently in Effect

Number of Vesting Service Years	Divesting Service Years Needed to Lose all Credited Service
1 – 4	5
5 or more	Pension vested—cannot be lost

Table 2: 10-Year Vesting Previously in Effect (refer to Question 3)

Number of Vesting Service Years	Divesting Service Years Needed to Lose All Credited Service
1 – 5	5
6	6
7	7
8	8
9	9
10 or more	Pension vested—cannot be lost

5. How and when do I begin receiving benefits?

If certain Plan requirements are met, you may be eligible to receive an Early Retirement Benefit or retire at Normal Retirement Age. Question 7 on page 14 summarizes how your pension is affected when you receive an Early Retirement Benefit.

Submitting a completed application

To begin receiving any benefits you must file an application with the Administrative Trust Funds Office and submit all required information related to the application. Failure to submit an application is an election to defer commencement of benefits to a later date. Applications are available upon request from the Administrative Trust Funds Office or online at the Plan's website at www.scibew-neca.org.

As you approach your Normal Retirement Age, and once you submit an application, it is extremely important to advise the Administrative Trust Funds Office of changes in your mailing address.

Vested Participants who are not engaged in Covered Employment must submit an application to the Administrative Trust Fund's Office and begin receiving benefits by their Required Beginning Date. Your Required Beginning Date is the April 1 of the year after the calendar

year in which you reach the Required Beginning Age. Your Required Beginning Age depends on when you were born:

- age 70½ for Participants who attain age 70½ on or before December 31, 2019;
- otherwise age 72 for Participants who attain age 72 prior to January 1, 2023;
- otherwise age 73 for Participants who attain age 73 before January 1, 2033;
- otherwise age 75 for Participants not captured by the rules above.

Assuming the Administrative Trust Funds Office can locate such an individual, benefits will be paid to the individual in accordance with applicable Treasury Regulations.

Early Retirement Eligibility

There are several ways to be eligible for Early Retirement (see below). Even if you are eligible for an early retirement benefit, it could be significantly reduced. Please see Question 7 on page 14.

1. You are eligible for an Early Retirement Benefit at age 55 if you have accrued 10 years of Total Credited Service (15,000 Covered Hours), including at least two years of Future Credited Service (3,000 Hours).
2. For benefits first in pay status on or after April 1, 2017, you can retire before age 55 after you have accrued at least 37,500 Covered Hours.

If you work in Non-Covered Electrical Employment while receiving benefits, your Early Retirement Benefit will be suspended until you attain age 65. Please refer to Question 14 on page 25 for a description of Non-Covered Electrical Employment and how it affects your right to an Early Retirement Benefit.

Ending Employment

To begin pension benefits before Normal Retirement Age, you must retire and end all employment with all contributing employers. Once you reach Normal Retirement Age, you do not have to end employment with all contributing employers to be eligible to retire. However, your benefits may be subject to suspension (see Question 15 on page 27 for more information).

Normal Retirement Eligibility

You are eligible for Normal Retirement after you have reached the later of:

1. Age 65; or
2. The 5th anniversary of the date you began covered employment.

Completing an Application

To begin benefits, you must complete an application. In some situations, retroactive benefits will be paid for up to one year before the date of the application.

If you have reached age 70½, and are not a 5% owner of a contributing employer, you may begin receiving retirement benefits, even if you are working for contributing employers. However, you may defer receipt of those benefits if you are still working for contributing employers to the Plan.

Here are some examples:

Example	Eligible To Begin Benefits?
Bill works for a contributing employer as an inside wireman. The same Employer offers Bill a non-bargaining unit job, which he accepts.	No. Bill has not ended employment with all contributing employers and cannot begin receiving benefits before Normal Retirement Age (age 65).
Bill worked for contributing employer “A” and then accepts a job with contributing employer “B.” The job with Employer “B” does not result in contributions to the Plan.	No. Bill has not ended employment with all contributing employers and cannot begin receiving benefits before Normal Retirement Age (age 65).
Bill terminates his employment with contributing employer “A” and files an application for benefits. Before receipt of his first pension check, Bill accepts a job with contributing employer “B.”	No. Bill has not ended employment with all contributing employers and cannot begin receiving benefits before Normal Retirement Age (age 65).
Bill terminates employment with a contributing employer and files a pension application. Bill receives and cashes his first pension check and then accepts a job offer and returns to work.	Yes. Bill has properly ended his employment. However, his return to work may result in a suspension of his benefits (see Question 15 on page 27 for more information on suspension of benefits).
Bill terminates employment with a contributing employer and takes a job as a Real Estate Agent. When he attains the age at which he can commence Early Retirement Benefits, he files a pension application.	Yes. Bill is viewed as having ended employment with all contributing employers under the Plan and can elect to commence receipt of his Early Retirement Benefit.

6. How is my monthly pension benefit payable at Normal Retirement Age calculated?

Your benefit amount contains three (3) parts:

1. \$6.00 multiplied by the number of years and fractions of Credited Past Service.

2. The applicable Future Service Unit multiplied by Credited Future Service earned through July 1, 1982. The Future Service Unit amounts for each Local Union are listed in the Plan Document.
 - a. For Local 11, if service is unbroken, Future Service Units are:
 - i. \$40.45 on or before May 31, 1980; and
 - ii. \$49.45 for the period June 1, 1980 to January 14, 1982; and
 - iii. \$55.95 for the period January 15, 1982 to June 30, 1982.
 - b. For Locals 440, 441, and 477, if service is unbroken, Future Service Units are:
 - i. \$43.05 for Local 440; and
 - ii. \$25.00 for Local 441; and
 - iii. \$52.05 for Local 477.
3. The sum of:
 - a. 2.25% multiplied by Employer Contributions for the period July 1, 1982 to June 30, 1987; plus
 - b. 2.50% multiplied by Employer Contributions for the period July 1, 1987 to June 30, 1996; plus
 - c. 2.25% multiplied by Employer Contributions for the period July 1, 1996 to June 30, 1999; plus
 - d. 2.50% multiplied by Employer Contributions for the period July 1, 1999 to December 31, 2003; plus
 - e. Employer Contributions covered under an Alternative Schedule, 1.45%, or 1.90% if you meet the eligibility requirements for an unreduced and non-deferred Early Retirement Benefit or a Normal Retirement Benefit, multiplied by Employer Contributions for the period beginning December 1, 2004 through retirement; plus
 - f. 1.00% multiplied by Employer Contributions covered under the Default Schedule.

For Participant contributions transferred to this Plan per a reciprocity authorization, the benefit accrual rate is 1.0% for all contributions transferred to the Plan via reciprocity on or after October 28, 2009, subject to other benefit reductions as described in the answer to Question 19 on page 36.

Off-Benefit Employer Contributions

Under a series of Rehabilitation Plans and Funding Improvement Plans, hourly Employer Contributions were increased by varying amounts. A portion of these amounts were allocated to Off-Benefit Employer Contributions, which are disregarded when determining your pension benefit amount. The table below summarizes Off-Benefit Employer Contributions.

Table 3: Off-Benefit Employer Contributions

Effective Date	Additional Off-Benefit Employer Contributions	Effective Date	Additional Off-Benefit Employer Contributions
IBEW Local 11		IBEW Local 440	
07/01/10	\$1.30	07/01/10	\$1.30
08/01/13	\$0.65	07/01/14	\$0.28
02/01/16	\$0.76	07/01/15	\$0.28
IBEW Local 441		07/01/16	\$0.28
07/01/10	\$1.30	01/01/17	\$0.86
09/01/14	\$0.28	07/01/17	\$0.01
09/01/15	\$0.28	IBEW Local 477	
09/01/16	\$0.28	07/01/10	\$1.30
03/01/17	\$0.35	07/01/14	\$0.28
03/01/18	\$0.34	07/01/15	\$0.28
03/01/19	\$0.34	07/01/16	\$1.08 (\$0.28 + \$0.80)
		07/01/17	\$0.01

Sample Pension Calculation

The following table details the monthly benefit calculated for an employee working in the jurisdiction of IBEW Local 11 who is not subject to a reciprocity agreement and turns age 55 on July 1, 2007, with at least 15,000 Hours of Covered Employment:

Table 4: Monthly Benefit Calculation Employee Working in IBEW 11 Jurisdiction and Not Subject to Reciprocity Agreement

Service Period	Employer Contributions (excluding Off Benefit Contributions)	Benefit Percentage	Gross Monthly Benefit
	(a)	(b)	(a) x (b)
July 1, 1982 to June 30, 1987	\$7,800.00	2.25%	\$175.50
July 1, 1987 to June 30, 1996	\$35,900.00	2.50%	\$897.50
July 1, 1996 to June 30, 1999	\$19,200.00	2.25%	\$432.00
July 1, 1999 to December 31, 2003	\$36,600.00	2.50%	\$915.00
January 1, 2004 to June 30, 2007	\$32,300.00	1.45%	\$468.35
July 1, 2007 to June 30, 2017	\$35,505.00	1.90%	\$674.60
Total	\$167,305.00		\$3,562.95

7. Will my benefit be reduced for an Early Retirement Benefit?

Early Retirement Benefits earned under the Plan's Default Schedule are always actuarially reduced.

Early Retirement Benefits covered by an Alternative Schedule are actuarially reduced, unless the Participant meets the requirements for an unreduced Early Retirement Benefit. Generally, you meet the eligibility requirements for an unreduced Early Retirement Benefit if you:

1. Are an Active Participant;
2. Are at least age 56; and
3. Have at least 44,500 Covered Hours.

If you meet the above requirements for an unreduced Early Retirement Benefit, there are still circumstances when your benefit would be reduced. For example, under either of the following situations, your Early Retirement Benefit is calculated by reducing the applicable portion of your

Normal Retirement Benefit by 0.4% for each month your Early Retirement Benefit date precedes your Normal Retirement Date:

1. If a benefit reduction is required because of a Break-in-Service, the pension payable with respect to service before the Break-in-Service would be reduced. Please refer to Question 18 on page 36 for more details. If you cease to be a Covered Employee because you become a signatory contractor, the Break-in-Service will be waived and the benefit will not be reduced.
2. If you are an Inactive Vested Participant or Inactive Participant and were not eligible for an Early Retirement Benefit at the completion of your most recent Break-in-Service, the pension payable with respect to service before the Break-in-Service will be reduced.

In general, if you meet the requirements for an unreduced Early Retirement Benefit, but incurred Breaks-in-Service, a reduction will not occur if:

1. You completed no more than two Breaks-in-Service, and the total number of Plan Years in which you failed to earn at least 375 Covered Hours does not exceed a combined total of five Plan Years; and
2. Combining your overall Credited Service, you complete at least 25 years of Total Credited Service before receiving your Early Retirement Benefit.

Example: Participant qualifies for Unreduced Benefits on portion of benefit

The following table shows example benefit calculations for a Participant with benefits under an Alternative Schedule.

- The Participant is qualified for an unreduced Early Retirement Benefit on a \$2,000 monthly benefit, with an additional \$1,000 that is still subject to a Break-in-Service Reduction (that is, $\$2,000 + \$1,000 = \$3,000$ payable as a Normal Retirement Benefit).
- The Participant has no reciprocal contributions after October 28, 2009 (that is, no benefits under the Plan's Default Schedule).
- The Break-in-Service reduction is calculated by multiplying 0.4% for each month the Participant's Early Retirement Benefit date precedes the Participant's Normal Retirement Date.

Table 5: Alternative Schedule Benefit Calculation Example

Age Benefit Begins	Benefit % payable on Unreduced Early Retirement Benefit	\$2,000 Unreduced Benefit not Subject to Break-in- Service Reduction	Break-in- Service Reduction Percentage	Benefit Percentage payable after Break-in- Service Reduction at Early Retirement	\$1,000 Monthly Benefit after Break-in- Service Reduction	Total Benefit Payable
56	100%	\$2,000.00	43.2%	56.8%	\$568.00	\$2,568.00
57	100%	\$2,000.00	38.4%	61.6%	\$616.00	\$2,616.00
58	100%	\$2,000.00	33.6%	66.4%	\$664.00	\$2,664.00
59	100%	\$2,000.00	28.8%	71.2%	\$712.00	\$2,712.00
60	100%	\$2,000.00	24.0%	76.0%	\$760.00	\$2,760.00
61	100%	\$2,000.00	19.2%	80.8%	\$808.00	\$2,808.00
62	100%	\$2,000.00	14.4%	85.6%	\$856.00	\$2,856.00
63	100%	\$2,000.00	9.6%	90.4%	\$904.00	\$2,904.00
64	100%	\$2,000.00	4.8%	95.2%	\$952.00	\$2,952.00
65	100%	\$2,000.00	0.0%	100.0%	\$1,000.00	\$3,000.00

Example: Actuarially Reduced Early Retirement Benefit

Early Retirement Benefits earned under the Plan's Default Schedule are always actuarially reduced. Early Retirement Benefits covered by an Alternative Schedule are actuarially reduced, unless the Participant meets the requirements for an unreduced Early Retirement Benefit.

Benefits earned under the Default Schedule can begin at a different time than those earned under an Alternative Schedule.

The table below shows Early Retirement Benefit calculations for a Participant with a \$2,500 benefit subject to the actuarially equivalent reduction at ages 55 to 64.

Table 6: Early Retirement Benefit Calculation Example

Age Benefit Begins	Benefit Percentage payable at Early Retirement – Alternative Schedule	Resulting Monthly Benefit – Alternative Schedule	Benefit Percentage payable at Early Retirement – Default Schedule	Resulting Monthly Benefit Default Schedule
55	35.13%	\$878.25	34.58%	\$864.50
56	38.70%	\$967.50	38.13%	\$953.25
57	42.71%	\$1,067.75	42.11%	\$1,052.75
58	47.19%	\$1,179.75	46.59%	\$1,164.75
59	52.23%	\$1,305.75	51.63%	\$1,290.75
60	57.91%	\$1,447.75	57.33%	\$1,433.25
61	64.32%	\$1,608.00	63.78%	\$1,594.50
62	71.59%	\$1,789.75	71.12%	\$1,778.00
63	79.84%	\$1,996.00	79.48%	\$1,987.00
64	89.25%	\$2,231.25	89.03%	\$2,225.75
65	100.00%	\$2,500.00	100.00%	\$2,500.00

In accordance with the Rehabilitation Plan, all Early Retirement Benefits are reduced for Participants retiring before age 56 based on actuarial reductions from Normal Retirement Age (age 65) effective for benefits first commencing after April 1, 2017.

Please contact the Administrative Trust Funds Office if you would like an estimate of your pension benefit.

8. I have both Default Schedule and Alternative Schedule benefits. Can I begin receiving them at different times?

Yes. If you have benefits earned under both the Default and Alternative Schedules, you can commence the benefits at different times.

9. What pension payment options do I have if I am not married?

Normal Form

For benefits payable under an Alternative Schedule, there is a 60-month guarantee on the Normal Form of benefit. If you have benefits covered under an Alternative Schedule, your benefit amount is calculated as though it is paid to you for your lifetime, with a 60-month guarantee. If you die before 60 months are paid, the balance of the 60 months is paid to your designated Beneficiary.

Benefits calculated under the Default Schedule are not eligible for the 60-month guarantee.

10. What pension payment options do I have if I am married?

For purposes of all benefits under this Plan, Spouse means a person to whom a Participant is legally married.

When you apply for retirement, the Administrative Trust Funds Office will give you the amounts payable under each applicable benefit form. If you are married, your Spouse must consent to your election in writing. The consent must be notarized.

Joint and Survivor Forms of Benefit

There are four “Joint and Survivor” forms of payment:

- Joint and 50% Survivor Form;
- Joint and 66-2/3% Survivor Form;
- Joint and 75% Survivor Form; and
- Joint and 100% Survivor Form.

When you select a Joint and Survivor form of benefit, the amount of benefit you would have received under the Normal Form (see Question 9 on page 18) is adjusted so that benefits payable under the Joint and Survivor form are actuarially equivalent to the benefit that would have been payable in the Normal Form. The adjustment is based on actuarial factors determined by your age and your Spouse’s age at the time of retirement.

The reduction for the Joint and Survivor Forms is generally between 9% and 20%. You will receive the reduced benefit for your lifetime (unless you elect one of the “pop-up” options and your Spouse dies before you).

Prior to retirement, if you and your Spouse divorce and are no longer legally married, your former Spouse is no longer your designated beneficiary. This happens automatically when the divorce is finalized. Your payment options, as someone who is not married, are discussed on the previous page.

If you die before your Spouse, your Spouse will receive a certain percentage of your benefit amount for life, depending on what form of benefit you select at retirement. This benefit can only be paid to the Spouse you are married to on your original retirement date.

If your Spouse dies before you, then the benefit stops with your death, unless there are additional guaranteed monthly payments that are payable to your surviving designated Beneficiary.

Joint and 50% Survivor Form

If you are married, your pension will be paid in the Joint and 50% Survivor Form, unless you and your Spouse elect an optional form of pension. Your Spouse must agree to the optional form and provide a written and notarized consent to the election.

For example:

At retirement, Bob Smith's monthly Normal Form Pension is \$2,400. He and his wife select the Joint & 50% Survivor Form. Based on their respective ages, he would receive \$2,000 per month. If he dies before his wife, she will then receive \$1,000 per month for her lifetime. If she dies first, Bob's pension would stay at \$2,000 per month.

Joint and 50% Survivor Form with "Pop-Up"

The Plan also offers a "pop-up" option that can be elected at the time of your retirement. Under this "pop-up" option, if your Spouse dies before you, your benefit will revert to the Normal Form. Under this option, the benefits payable while you are married are about 1-2% lower than the standard Joint and 50% Survivor Form.

Benefits calculated under the Default Schedule are not eligible for the "pop-up" option.

For example:

At retirement, Bob Smith's monthly Normal Form of payment is \$2,400. He and his wife select the Joint and 50% Survivor Form with Pop-Up. Based on their respective ages, he would receive \$1,960 per month. If he dies before his wife, she will then receive \$980 per month. If she dies first, Bob's pension would "pop up" to his Normal Form amount of \$2,400, beginning with the month following her death.

Additional Joint and Survivor Forms of Benefit

The Joint and 66-2/3% Survivor Form, Joint and 75% Survivor Form and Joint and 100% Survivor Form are similar to the Joint and 50% Survivor Form.

In each case, the difference is the amount of benefit payable to the Spouse upon the death of the Participant. The higher the percentage that is payable to the Spouse upon the death of the Participant, the lower the initial pension amount payable.

Benefits calculated under the Default Schedule are only eligible for the Joint and 50% Survivor option or the Joint and 75% Survivor option. They are not eligible for the Joint and 66-2/3% Survivor option or the Joint and 100% Survivor option.

For example:

At retirement, Bob Smith’s monthly Normal Form Pension is \$2,400. He and his wife select the Joint & 100% Survivor Form. Based on their respective ages, he would receive \$1,800 per month. If he dies before his wife, she will then receive \$1,800 per month. If she dies first, Bob’s pension would stay at \$1,800 per month.

The “pop-up” option is also available for the Joint and 66-2/3% Survivor Form, Joint and 75% Survivor Form and Joint and 100% Survivor Form for most Participants, but only under the Alternative Schedule of benefits. Benefits calculated under the Default Schedule are not eligible for the “pop-up” option.

Sample Joint and Survivor Form Factors

Sample Joint and Survivor form factors for benefits earned under the Alternative Schedule are shown in the following tables. In the tables, you can see the percentage of the Normal Form that would be payable under each of the payment options based on the age of the Participant and Spouse.

**Table 7: Participant and Spouse are the Same Age
(Percentage of Benefit Payable to Participant)**

	50	55	60	62	65
Joint and 50% Survivor Form	92.3%	91.5%	90.8%	90.6%	90.6%
Joint and 66-2/3% Survivor Form	89.8%	88.7%	87.7%	87.4%	87.1%
Joint and 75% Survivor Form	88.7%	87.4%	86.3%	85.9%	85.5%
Joint and 100% Survivor Form	85.3%	83.7%	82.2%	81.6%	81.0%
Joint and 50% Survivor Form w/ Pop-Up	90.8%	89.5%	88.4%	88.0%	87.6%
Joint and 66-2/3% Survivor Form w/ Pop-Up	87.9%	86.3%	84.6%	84.0%	83.3%
Joint and 75% Survivor Form w/ Pop-Up	86.6%	84.7%	82.9%	82.2%	81.3%
Joint and 100% Survivor Form w/ Pop-Up	82.7%	80.4%	78.0%	77.1%	75.9%

**Table 8: Participant is 3 Years Older Than Spouse
(Percentage of Benefit Payable to Participant)**

	50	55	60	62	65
Joint and 50% Survivor Form	90.9%	89.8%	88.8%	88.4%	88.0%
Joint and 66-2/3% Survivor Form	88.1%	86.6%	85.2%	84.7%	84.0%
Joint and 75% Survivor Form	86.7%	85.1%	83.6%	82.9%	82.2%
Joint and 100% Survivor Form	83.0%	80.9%	78.9%	78.1%	77.0%
Joint and 50% Survivor Form w/ Pop-Up	89.5%	88.0%	86.5%	85.9%	85.3%
Joint and 66-2/3% Survivor Form w/ Pop-Up	86.4%	84.4%	82.4%	81.6%	80.6%
Joint and 75% Survivor Form w/ Pop-Up	84.9%	82.7%	80.5%	79.6%	78.4%
Joint and 100% Survivor Form w/ Pop-Up	80.7%	78.0%	75.2%	74.1%	72.5%

**Table 9: If Participant is 3 Years Younger Than Spouse
(Percentage of Benefit Payable to Participant)**

	50	55	60	62	65
Joint and 50% Survivor Form	93.6%	93.1%	92.7%	92.7%	92.9%
Joint and 66-2/3% Survivor Form	91.5%	90.7%	90.2%	90.0%	90.0%
Joint and 75% Survivor Form	90.5%	89.6%	88.9%	88.7%	88.6%
Joint and 100% Survivor Form	87.6%	86.4%	85.4%	85.1%	84.7%
Joint and 50% Survivor Form w/ Pop-Up	92.0%	91.0%	90.2%	90.0%	89.9%
Joint and 66-2/3% Survivor Form w/ Pop-Up	89.4%	88.1%	86.8%	86.4%	86.0%
Joint and 75% Survivor Form w/ Pop-Up	88.2%	86.7%	85.3%	84.8%	84.2%
Joint and 100% Survivor Form w/ Pop-Up	84.7%	82.7%	80.8%	80.1%	79.2%

Sample Joint and Survivor form factors for benefits earned under the Default Schedule are shown in the tables below. Note that only the Joint and 50% Survivor and Joint and 75% Survivor forms are available for these benefits:

**Table 10: Default Schedule - If Participant and Spouse are the Same Age
(Percentage of Benefit Payable to Participant)**

	50	55	60	62	65
Joint and 50% Survivor Form	91.8%	90.7%	89.5%	89.0%	88.2%
Joint and 75% Survivor Form	88.3%	86.7%	85.1%	84.4%	83.3%

**Table 11: Default Schedule - If Participant is 3 Years Older Than Spouse
(Percentage of Benefit Payable to Participant)**

	50	55	60	62	65
Joint and 50% Survivor Form	90.5%	89.1%	87.5%	86.8%	85.7%
Joint and 75% Survivor Form	86.3%	84.4%	82.4%	81.5%	80.0%

**Table 12: Default Schedule - If Participant is 3 Years Younger Than Spouse
(Percentage of Benefit Payable to Participant)**

	50	55	60	62	65
Joint and 50% Survivor Form	93.2%	92.3%	91.4%	91.0%	90.4%
Joint and 75% Survivor Form	90.1%	88.9%	87.7%	87.1%	86.3%

Normal Form

If you are married, you may elect to receive the Normal Form of payment for unmarried Participants, which is a single monthly payment made for the life of the Participant. This requires written and notarized consent from your Spouse.

For benefits payable under an Alternative Schedule, there is a 60-month guarantee on the Normal Form of benefit. If you die before 60 months have been paid, the balance of the 60 months will be paid to your designated Beneficiary.

Benefits payable under the Default Schedule are not eligible for the 60-month guarantee.

11. What happens to my pension if I die before retirement?

Your surviving Spouse or designated Beneficiaries may qualify for a Pre-Retirement Death Benefit if, on the date of death, you are not retired and:

- You have 5 years of Vesting Service; or
- You have 10 years of Total Credited Service, including at least 2 years of Future Service Credit; or
- You have already reached Normal Retirement Age.

Pre-Retirement Death Benefits for Active Married Participants: Alternative Schedule

If you meet the eligibility requirements for a Pre-Retirement Death Benefit, your surviving Spouse will be eligible to receive 50% of your Normal Form benefit for life.

If your Spouse dies and you have children under age 21, payments will continue until the youngest child reaches age 21. Fifty percent of your Normal Form benefit will be divided equally among your children who are under age 21. As each child reaches age 21, the same benefit amount will be divided among the remaining children who are under age 21. If fewer than 120 payments are made to your Spouse and your children, the balance of the 120 payments will be paid to your Spouse's designated Beneficiary (or default Beneficiary under the Plan if no Beneficiary has been designated by your Spouse).

Your surviving Spouse can receive benefits under the Joint and 100% Survivor form if you meet either of the following requirements at the time of your death:

1. You are eligible for an unreduced Early Retirement Benefit (see Question 5 on page 9); or
2. You are an Active Participant within 31 days of your proposed Annuity Starting Date and you and your Spouse completed a pension application electing a Joint and 100% Survivor pension.

Note: If eligible, the Joint and 100% Survivor benefit is payable for the lifetime of the surviving Spouse, but the number of payments is not guaranteed. A surviving Spouse eligible for the Joint & 100% Survivor benefit could elect to take the Joint and 50% Survivor benefit, which guarantees at least 120 monthly payments.

For example:

Ted Jones is eligible for an unreduced Early Retirement Benefit and is receiving a benefit calculated under an Alternative Schedule. His accrued benefit under the Normal Form pension is \$3,000 per month. Based on his and his wife's ages when he died, her Joint & 100% Survivor benefit would be \$2,502 per month, payable for his wife's lifetime.

Her other option would be to take a Joint and 50% Survivor benefit of \$1,500 per month, payable for her lifetime with at least 120 payments. If she dies while any of her and Ted's children are still under 21, the children under age 21 will receive \$1,500 per month (divided amongst all children under 21) even if Ted's wife had already received more than 120 monthly payments.

Pre-Retirement Death Benefits for Inactive Vested Married Participants: Alternative Schedule

Please contact the Administrative Trust Funds Office for details of your Death Benefit.

Pre-Retirement Death Benefits for Married Participants: Default Schedule

For benefits under the Default Schedule, the Pre-Retirement Death Benefit available is a Joint and 50% Survivor form calculated as though you had lived and retired under the Joint and 50% Survivor form on your next earliest retirement date and died the day after.

Under this benefit, payments will end when your Spouse dies. There is no 120-payment guarantee, and no payments continue to your surviving children. Benefits paid under the Default Schedule are not eligible for the Joint & 100% Survivor benefit.

For example:

Ted Jones has \$2,500 accrued under the Default Schedule and dies at age 60. Ted's Spouse is age 57. Ted's \$2,500 accrued benefit would be actuarially reduced to age 60 under the Default Schedule to the amount of \$1,433.25. This amount would then be adjusted to \$627.05 per the applicable 50% Joint and Survivor factor for a Participant Age 60 with Spouse age 57 (50% of \$1,433.25 x 0.875). The \$627.05 benefit would be payable for the rest of the surviving Spouse's life.

Pre-Retirement Death Benefits for Unmarried Participants: Alternative Schedule

For benefits under the Alternative Schedule, if you are an unmarried Active Participant with children under 21, 50% of your Normal Form benefit will be divided equally among your children. As each child reaches age 21, the same benefit amount will be divided among the remaining children under age 21. A total of 120 payments paid over 5 years (2 payments per month) are guaranteed.

If you do not have children under age 21, or if your children all reach 21 before 120 payments are made, the balance of the 120 payments will be paid to your designated Beneficiary.

If you are an unmarried Inactive Vested Participant, please contact the Administrative Trust Funds Office for details of your Death Benefit.

Pre-Retirement Death Benefits for Unmarried Participants: Default Schedule

For benefits earned under the Default Schedule, no Pre-Retirement Death Benefits are payable for unmarried Participants.

12. Should I designate a Beneficiary?

If you do not designate a Beneficiary, your pension may not go to the person or persons you prefer.

If you are not married and do not designate a Beneficiary specifically for your benefits accrued under the Plan, the Plan must pay benefits based on the default order of priority in the Plan

Document. If you do not have a surviving Spouse, your benefits will be paid to the first group with a living member from the list below:

- Children, including legally adopted children;
- Parents; and
- Siblings.

Please complete the “Beneficiary Designation Form” available from your local union or the Administrative Trust Funds Office. If you subsequently marry, pre-existing designations will be invalid and your Spouse will be your Beneficiary, unless your Spouse provides written and notarized consent to the designation of another person as your designated Beneficiary.

Only a person can be designated as your Beneficiary. A living trust cannot be designated as a Beneficiary.

Additional Rules Regarding Beneficiaries

If you are not married at the date of death and are not survived by a child under age 21, then any death benefits are payable either to named Beneficiaries or default Beneficiaries. If you have no named Beneficiary nor any surviving default Beneficiary, then the only death benefits payable under the Plan are to provide for the necessary funeral expenses of the Participant or Pensioner in some instances.

If a named Beneficiary fails to file a claim within one year of the Participant’s death, then that named Beneficiary’s share will be paid pro-rata among any named Beneficiaries who do file a claim within one year of the Participant or Pensioner’s death. If no named Beneficiary files a claim within one year of the Participant or Pensioner’s death, then benefits will be paid to default Beneficiaries in the following order of priority as if no named Beneficiary survived the Participant or Pensioner: Spouse, children (including legally adopted children), parents, brothers and sisters.

Nothing in this SPD will impair the obligation of the Plan to pay appropriate Qualified Pre-Retirement Survivor Annuity and Qualified Joint and Survivor Annuity benefits.

13. What happens if I become disabled before retirement?

There are no Disability Benefits available for benefits that begin pay status after April 1, 2017. Please refer to historical Plan documents for Disability Benefits available before April 1, 2017.

14. Will my eligibility for a pension be affected if I work in Non-Covered Electrical Employment before I retire?

Non-Covered Electrical Employment means any type of work, whether electrical or not, which is performed as an employee, supervisor, sole proprietor, officer, director, partner, or corporate owner for an entity in the same trade, craft or industry covered by the Plan in the jurisdiction of any union whose members are Participants in this Plan or any other local of the International Brotherhood of Electrical Workers that maintains a Related Plan. It also includes any work or

employment for an electrical instruction program, electrical training program, or retail-based instruction other than an IBEW-NECA-sponsored training program.

Work done for an employer party to a CBA that requires contributions to the Plan, even if the work you perform is not subject to a CBA, is not Non-Covered Electrical Employment.

If you work in Non-Covered Electrical Employment, after the date you first became a Participant in this Plan, your pension benefits will be suspended until you reach Normal Retirement age (age 65), unless you:

1. Return to covered employment; and
2. Earn at least five years of Credited Service without returning to Non-Covered Electrical Employment. Five years of Credited Service requires 7,500 Covered Hours.

Any electrical training program or retail-based electrical instruction other than IBEW-NECA sponsored electrical training is Non-Covered Electrical Employment. If you work in this type of Non-Covered Electrical Employment, your pension benefits accrued on or after March 1, 2005 will be suspended until you reach age 65.

Non-Covered Electrical Employment depends on the type of work you do and the kind of employer you work for. **To protect your benefit rights, always contact the Administrative Trust Funds Office before starting work.** The Administrative Trust Funds Office will obtain a determination from the Board of Trustees regarding whether your anticipated work constitutes Non-Covered Electrical Employment.

Here are some examples of Non-Covered Electrical Employment:

- Example 1: Work as a truck driver for a non-signatory electrical contractor
- Example 2: Work as an accountant with an electrical contractor who is not signatory to the IBEW even if the Employer has a signed CBA with a Union other than the IBEW
- Example 3: Work as a manager with a General Contractor where the Contractor performs electrical work with its own employees and where the Contractor is not signatory with an IBEW Local Union
- Example 4: Work as a supervisor with a General Contractor where the job entails supervising employees of a Non-Union Electrical Sub-Contractor working on the job for the General Contractor
- Example 5: Work in California with a nationwide construction firm that also performs electrical contracting work in New York and is not signatory to an IBEW CBA in that state, even if the firm does no electrical contracting whatsoever in California.

These restrictions do not apply to Pre-Retirement Death Benefits.

15. Can I work after retirement?

When you begin your pension, you will receive a notice providing information about the industries and geographies that may cause your pension to be suspended.

It is important for you to notify the Administrative Trust Funds Office to obtain a determination from the Board of Trustees before you begin employment with any Employer that may cause your benefit to be suspended. Working even one hour in Non-Covered Electrical Employment after retirement can affect your pension and your Pensioner health benefits.

The Plan rules on suspension of benefits upon re-employment of a Pensioner are based on the age of the Pensioner when the work is performed, or where the suspendible activity occurs.

Suspension of Benefits Before Normal Retirement Age

The Board of Trustees has established rules governing a Pensioner's return to any form of employment before attainment of Normal Retirement Age, which is age 65. Those rules are described below. You have a right to request a determination from the Board of Trustees as to whether any proposed work will result in a suspension of benefits before normal retirement age. It is your obligation to advise the Administrative Trust Funds Office of any work you intend to perform following an award of early retirement benefits.

Before accepting employment after receiving an Early Retirement Benefit, you should contact the Administrative Trust Funds Office to obtain a recommendation from the Board of Trustees as to whether a particular job or activity might result in the suspension of your monthly pension benefits.

The Trustees require all Pensioners to complete, on an annual basis, a Pensioner Verification form. Completion and return of the form serves as "self-reporting" by an individual Pensioner as to activities performed during the preceding calendar year. A Pensioner has 60 days from the date they receive the mailing to return it to the Administrative Trust Funds Office. Please note, if you fail to return the properly completed forms to the Administrative Trust Funds Office within the 60 day period, the Plan will presume that you are working in disqualifying employment and your pension benefit will be withheld until the Administrative Trust Funds Office receives properly completed forms.

Generally, if you are under age 65, you cannot receive pension benefits from this Plan if you are engaged in any disqualifying employment, which prohibits a Pensioner from receiving an Early Retirement Benefit due to the following:

1. Work as an employee, Employer, consultant, sole proprietor, or independent contractor in the jurisdiction of any Union or in the jurisdiction of any other Local Union of the IBEW that maintains a Related Plan;

2. Work of the same type performed by the Pensioner on the Pensioner's date of retirement; and
3. Work that requires the same skills performed by the Pensioner on the Pensioner's date of retirement.

In other words, if you are a Pensioner under the age of 65 and you are receiving an Early Retirement Benefit, your benefits will be suspended if you do any work. Special rules apply for Pensioners between the ages of 65 and 70½. Those rules are explained in the next section.

In addition, benefits will be suspended for any month in which an early retiree engages in the following suspendible activities:

1. Benefits accrued on or after July 1, 1986 will be suspended for any month in which you hold a C-10 Electrical Contracting License, and benefits accrued on or after March 1, 1995 will be suspended for any month in which you hold any other form of electrical contracting license, including but not limited to a C-7 License.
2. Benefits accrued on or after August 1, 2003 will be suspended for any month in which you hold any other license (other than a C-7 or C-10 license) that permits electrical work to be conducted, including but not limited to a B License.
3. Benefits accrued on or after July 1, 1986 will be suspended for any month in which you are registered for employment at any hiring hall in the electrical contracting industry except registration for and/or work off of an IBEW Maintenance Dispatch list.
4. Benefits accrued on or after March 1, 1995 will be suspended for any month in which you register for employment at a hiring hall for work off of an IBEW Maintenance Dispatch list if working off of the list would result in pension contributions made on your behalf to an IBEW-sponsored pension plan (except the National Electrical Benefit Fund).
5. Benefits accrued on or after July 1, 1986 will be suspended for any month in which you seek employment in the electrical construction contracting industry by means other than the union hiring hall. For example, work in a Temporary Agency that places individuals with Employers that perform work for the electrical construction contracting industry is prohibited employment.
6. Benefits accrued on or after August 1, 2003 will be suspended for any month in which you are employed as an estimator, project manager, or similar position for an electrical contractor if that contractor is signatory to a CBA with an IBEW Local Union. Working in this capacity with a non-signatory electrical contractor or other firm performing the same services is prohibited for all periods of benefits.
7. Benefits accrued on or after December 1, 2004 will be suspended for any month in which you work as an Inspector under a CBA requiring contributions to the Plan.
8. Benefits accrued on or after August 1, 2003 will be suspended for any month in which you register for work off of an IBEW Maintenance Dispatch List if working off of the list

would not result in pension contributions made on your behalf to an IBEW-sponsored pension plan or for any month in which you perform electrical maintenance if such work does not require contributions to this Plan or any Related Plan (excluding NEBF).

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

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

Maintenance does not include Electrical Construction (new or remodel). Performing Electrical Construction other than the items specifically described in Items A-C above will constitute Suspendible Employment.

- 9. Benefits accrued on or after March 1, 1991, will be suspended for any month in which you work for the Los Angeles Department of Water and Power in any classification other than as a permanent employee. Work as a permanent employee for the Los Angeles Department of Water and Power will be considered to be Civil Service and will be subject to the Plan's suspension of benefit rules.
- 10. Benefits accrued on or after August 1, 2003, will be suspended for any month in which you work as an electronic or computer technician.
- 11. Benefits accrued on or after August 1, 2003, will be suspended for any month in which you perform electrical work in Civil Service at the city, state, county or federal level.
- 12. Benefits accrued on or after December 1, 1990, will be suspended for any month in which you engage in Civil Service employment under IBEW Local 11 – City of Los Angeles Specialty Agreement effective December 1990.
- 13. Benefits accrued on or after March 23, 2000, will be suspended for any month in which you instruct in any electrical training program or retail-based electrical instruction other than IBEW-NECA sponsored training programs. For example, employment with Home Depot or a trade school would be prohibited employment. Such employment is also considered as a form of Non-Covered Electrical Employment requiring a suspension of benefits earned on or after March 1, 2005, until age 65.
- 14. Benefits accrued on or after October 1, 1987, will be suspended for any month in which you engage in Non-Covered Electrical Employment (see Question 13 on page 25 for a description of Non-Covered Electrical Employment).

15. Benefits accrued on or after August 1, 2003, will be suspended for any month in which you perform the task of inspecting electrical work for quality control purposes and no other suspendible employment. Such quality control work has always been distinguished from acting as an Electrical Inspector enforcing codes, regulations and/or ordinances on behalf of a public agency or hospital. Inspecting electrical work for quality control purposes does not include supervising the day-to-day work of the employees of Electrical Sub-Contractors. Depending upon the circumstances, any such day-to-day supervision will constitute suspendible employment and/or Non-Covered Electrical Employment subject to the applicable provisions of the Plan.
16. Benefits accrued on and after July 1, 2015 will be suspended for that month in which you are registered on the books at any hiring hall for employment by a private or public utility or for employment with a subcontractor to a utility, whether or not such work is covered by an IBEW CBA, including but not limited to work to be performed under CBAs sponsored by Locals 18, 47, and 1245.
17. Benefits accrued on and after July 1, 2015 will be suspended for that month in which you are employed by an IBEW-NECA sponsored training program or any administrative corporation providing services to such training program on a full-time basis (30 or more hours per week).
18. Benefits accrued on and after January 1, 2017 will be suspended for any month in which you are employed in any position by a contractor that holds, or is required to hold, any active licenses subject to the California Contractors State License Board or the comparable authority of any state, territory, locality or foreign country. In addition, benefits accrued on and after January 1, 2017 will also be suspended for any month in which you are employed in any position with a construction management firm, architectural firm, engineering firm or developer regardless of license status.

A suspension resulting from Non-Covered Electrical Employment is not only for the month in which you work in such Employment but lasts until you attain Normal Retirement Age.

The following examples help illustrate the Suspension of Benefits rules for Participants who have not reached their Normal Retirement Age:

Example 1: Bill is receiving his pension benefit and decides to go back to work as a Sales Associate for Home Depot. Bill's employment with Home Depot is considered suspendible employment because Home Depot conducts electrical clinics for the public, which are considered retail-based instruction. Bill's pension benefits earned after March 23, 2000 will be suspended for each month in which he works at Home Depot.

In addition, Bill's employment with Home Depot is also considered Non-Covered Electrical Employment, requiring a suspension of all pension benefits earned after March 1, 2005. Those benefits will be suspended until Bill reaches age 65. Bill can continue to work for Home Depot, but will only receive that portion of his benefit that is not suspended.

Example 2: Bill is retired and decides to work for a General Contractor inspecting the electrical work of electrical sub-contractors for purposes of quality control. He is not enforcing the electrical codes, regulations or ordinances. His job is to determine whether the work is done to bid and contract specifications.

Bill's employment is considered suspendible employment, which requires a suspension of his pension benefit earned after August 1, 2003. Bill can continue to work for the General Contractor, but will only receive the portion of his benefit that is not suspended.

Example 3: Bill is retired and decides to work for a different General Contractor performing the same job responsibilities as in Example 2. However, the General Contractor who employs Bill also employs individuals who perform electrical work.

Because the employees of this Employer perform the same work as employees of IBEW-signatory contractors, but the Employer is not signatory to an IBEW-sponsored CBA, Bill's employment is considered Non-Covered Electrical Employment, which requires suspension of all pension benefits earned after October 1, 1987, until Bill reaches age 65. Bill can continue to work for this General Contractor, but will only receive the portion of his benefit that is not suspended.

Example 4: Bill has retired and is working for the City of Los Angeles as an Electrical Inspector. Since he is working for a public entity enforcing codes and regulations, he can continue working for the City of Los Angeles and receive his full pension benefit.

Example 5: Bill has retired and is receiving his pension benefits. He decides to take a temporary position with the Los Angeles Department of Water and Power (the "DWP") as an electrical mechanic.

Bill is working in suspendible employment, which requires suspension of all pension benefits earned after March 1, 1991. If Bill were working in the same capacity as a permanent Civil Service employee for the DWP, only his pension benefits earned after August 1, 2003 would be suspended.

Example 6: Bill is retired and registers with a Temporary Agency that places individuals with Employers who perform electrical work. Even though Bill is never placed with any Employers, by signing with the Temporary Agency he has attempted to find work in the electrical construction contracting industry.

Even though Bill was not working, his pension benefits will be suspended for any month he was registered with this Agency. The amount of pension suspended will be the amount earned after July 1, 1986.

If Bill is placed with an Employer that performs electrical work, the employment is considered Non-Covered Electrical Employment requiring a suspension of pension benefits earned after October 1, 1987 until Bill reaches age 65. If the work he is performing constitutes electrical work, all of his pension benefits are subject to suspension during the months when work is actually performed.

Example 7: Bill has retired and after a month decides to go back to work with a contributing employer as an off-site Project Manager. The pension benefit he earned after August 1, 2003 will be suspended. He can continue to work and receive the portion of his benefit that was not suspended.

Example 8: Bill has retired and after a month decides to go back to work for a non-signatory electrical contractor as a Project Manager. All of Bill's benefits will be suspended while he continues to be employed because he is working for a contractor who is not signatory to an IBEW-CBA.

Bill's work is considered Non-Covered Electrical Employment, requiring that benefits earned after October 1, 1987 be suspended until age 65.

The following is a list of types and locations of current employment that Pensioners receiving an Early Retirement Benefit can perform and still receive pension benefits upon prior written notice to the Board of Trustees and receipt of approval from the Board of Trustees:

1. Electrical Inspection;
2. Instructing or Training in the field of electrical work if you are employed by an IBEW-NECA sponsored training program or any administrative corporation providing services to such training program, subject to the Plan Document;
3. Employment by an AFL-CIO sponsored Council at the local, state or national level;
4. Employment by the IBEW International Office, the National Office of the National Electrical Contractors Association ("NECA") or with any IBEW- or NECA-affiliated entities;
5. Employment as a salesperson at an electrical wholesale or manufacturing facility;
6. Employment with the State of California Department of Apprenticeship Standards; or
7. Employment exclusively as an Examining Board Officer of an IBEW Local Union.

Suspension of Benefits on or after your Normal Retirement Age

Between your Normal Retirement Date and before the first day of the month following the month you reach age 70½, your pension will be suspended only if you work 40 or more hours in a calendar month in Suspendible Employment as follows:

1. Work as an employee, Employer, consultant, sole proprietor, or independent contractor in the State of California;
2. Work of the same type performed by Participants on the effective date of your retirement; and
3. Work that requires use of the same skills performed by Participants as of the date of your retirement.

Working in otherwise Suspendible Employment at age 65 or later outside the State of California is not considered to be Suspendible Employment.

In addition, all or part of your pension will be suspended if you work in the State of California for 40 or more hours per month in the following types of employment:

1. Benefits accrued on or after August 1, 2003 will be suspended for any month in which you are employed as an estimator, project manager, or similar position for an electrical contractor if that contractor is signatory to a CBA with an IBEW Local Union.
2. Benefits accrued on or after December 1, 2004 will be suspended for any month in which you work as an Inspector under a CBA requiring contributions to the Plan.
3. Benefits accrued on or after August 1, 2003 will be suspended for any month in which you perform electrical maintenance if the work does not require contributions to this Plan or any Related Plan, excluding the National Electrical Benefit Fund.

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

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

Maintenance does not include Electrical Construction (new or remodel). Performing Electrical Construction other than the items specifically described in Items A-C above will constitute Suspendible Employment.

4. Benefits accrued on or after March 1, 1991 will be suspended for any month in which you work for the Los Angeles Department of Water and Power in any classification other than as a permanent employee.
5. Benefits accrued on or after August 1, 2003 will be suspended for any month in which you work as an electronic or computer technician.
6. Benefits accrued on or after August 1, 2003 will be suspended for any month in which you perform electrical work in Civil Service at the city, state, county or federal level.
7. Benefits accrued on or after December 1, 1990 will be suspended for any month in which you engage in Civil Service employment under an IBEW Local 11 – City of Los Angeles Specialty Agreement effective December 1990.
8. Benefits accrued on or after March 23, 2000 will be suspended for any month in which you instruct in an electrical training program or retail-based program other than IBEW-NECA sponsored training programs.
9. Benefits accrued on or after August 1, 2003 will be suspended for any month in which you perform the task of inspecting electrical work for quality control purposes and no other Suspendible Employment.
10. Benefits accrued on and after July 1, 2015 will be suspended for that month in which you are employed by an IBEW-NECA-sponsored training program or any administrative corporation providing services to such training program on a full-time basis (30 or more hours per week); or if you are registered on the books at any hiring hall for employment by a private or public utility or for employment with a subcontractor to a utility, whether or not the work is covered by an IBEW CBA.
11. Benefits accrued on and after January 1, 2017 will be suspended for that month in which you are employed by a contractor that holds or is required to hold an active license subject to the California Contractors State License Board, or the equivalent of another state; or if you are employed by a construction management firm, architectural firm, engineering firm, or developer—regardless of the license status.

The following is a list of types and locations of current employment that Pensioners receiving a Normal Retirement Benefit can perform and still receive pension benefits upon prior written notice to the Board of Trustees and receipt of approval from the Board of Trustees:

1. Electrical Inspector;
2. Instructor or Trainer in the field of electrical work if you are employed by an IBEW-NECA sponsored training program or any administrative corporation providing services to such training program, subject to the Plan Document;
3. Employment by an AFL-CIO sponsored Council at the local, state or national level;

4. Employment by the IBEW International Office, the National Office of the National Electrical Contractors Association (NECA) or with any IBEW- or NECA-affiliated entities;
5. Employment as a salesperson at an electrical wholesale or manufacturing facility;
6. Employment with the State of California Department of Apprenticeship Standards; or
7. Employment exclusively as an Examining Board Officer of an IBEW Local Union.

Suspension of Benefits on or After Age 70½ and Information About Your Required Beginning Date

As discussed above, if you are a Pensioner under the age of 65 and you are receiving an Early Retirement Benefit, your benefits will be suspended if you do any work. If you are a Pensioner who has reached age 65 but not age 70½, you may work up to 40 hours in a month without having your benefit suspended. If you have reached age 70½, there are no restrictions on your employment that would result in a suspension of your pension.

Your Required Beginning Date is April 1 of the year after the year in which you attain the Required Beginning Age. Your benefit will also not be suspended beyond your Required Beginning Date. However, if you are still working in covered employment and are not considered a 5% owner, you may choose to begin pension benefits after your Required Beginning Date. Please contact the Administrative Trust Funds Office regarding your specific situation.

16. Is my pension taxable?

When either you receive or your Beneficiary receives monthly benefits from the Plan, the benefit receive is taxed as ordinary income. The tax consequences of any payments you receive from the Plan should be discussed with your tax advisor.

17. How will a divorce affect my pension?

Your ex-spouse may obtain a court order called a Qualified Domestic Relations Order (a “QDRO”). Under the terms of a QDRO, a portion of your pension may be assigned by a court to your ex-spouse (referred to as an Alternate Payee) as part of your divorce.

The Board of Trustees has approved a model QDRO. You, your ex-spouse or your attorneys may obtain a copy of the model QDRO and any QDRO procedures from the Administrative Trust Funds Office or the Plan’s attorneys.

Any proposed QDRO will be sent to the Plan’s attorneys to provide advice to the Board of Trustees as to whether or not they should treat the QDRO as being qualified under the provisions of federal law, taking into account the provisions of the Plan. The Board of Trustees will then make a final decision and notify you.

Separate QDROs are required for this Southern California IBEW-NECA Pension Plan and the Southern California IBEW-NECA Defined Contribution Plan.

It is important that you submit all divorce related documentation to the Administrative Trust Funds Office as soon as possible following divorce to avoid potential delays in starting your benefits when you retire.

18. Under what circumstances may a Break-in-Service affect my right to receive an unreduced Early Retirement Benefit?

You can receive an unreduced Early Retirement Benefit if you meet the eligibility requirements for that benefit and have not completed a Break-in-Service.

A Break-in-Service is defined as working fewer than 375 Covered Hours in each of two consecutive Plan Years. If you complete a Break-in-Service, benefits earned for service completed before the Break-in-Service will be frozen and will not increase even if you later return to Covered Employment.

You will not incur a Break-in-Service for any period you were a signatory contractor to an IBEW CBA.

19. Is my pension affected if I travel for work?

If you leave the jurisdiction of your Local Union but continue to work within the six-county jurisdiction of the Southern California IBEW-NECA Pension Plan (Los Angeles, Orange, Riverside, San Bernardino, Inyo, and Mono), you do not need to complete pension reciprocity papers, because these areas are part of the same pension plan.

Each area has its own Health Plan, so you must complete a Health Reciprocity Authorization if you want health contributions sent back to your home Health Fund.

When you travel for work outside the six-county jurisdiction of this Plan, you may elect to send your pension contributions back to this Plan pursuant to the reciprocity agreement, as long as you are already a Participant in this Plan.

Pension contributions must be transferred to the same type of fund. Defined Benefit contributions will be transferred to this Plan. Defined Contribution funds will be transferred to the Southern California IBEW-NECA Defined Contribution Plan unless:

1. You are a member of Local 441 and have designated the Orange County Defined Contribution Trust as your Home Fund for purposes of Defined Contribution benefits; or
2. You are a member of Local 440 or 477 and have designated the Inland Empire NECA-IBEW Pension Trust Fund as your Home Fund for purposes of Defined Contribution benefits.

The exact rules affecting the other plans are set out in those plan documents.

IMPORTANT: Some areas, such as Las Vegas and Ventura, may have provisions in their CBAs that require additional contributions to their local pension plans for overtime hours. If those hours and contributions are transferred to this Plan, you will be credited only with the hours worked, although all money received will be applied to your Defined Benefit and/or your Defined Contribution account.

For example:

Bob Jones works 160 “clock” hours in Las Vegas, which includes 120 straight-time hours and 40 double-time hours. The Employer may pay the equivalent of 200 pension hours to the Las Vegas Pension Fund. When the hours and contributions are received here, you will be credited with 160 hours worked for the Defined Benefit Plan.

Contact Us Before You Stop Contributions

If you are considering stopping the transfer of contributions to this Plan for any reason, such as moving your ticket to another Local Union, it is strongly recommended that you first contact the Administrative Trust Funds Office. A pension representative can help you determine what effect stopping contributions will have on your benefits.

If you stop the transfer of contributions before you are vested in this Plan, you may never qualify for a benefit from this Plan. If you stop contributions and a Break-in-Service occurs, you may suffer a reduction of up to 43.2% of your accrued benefit if you take and otherwise qualify for an unreduced Early Retirement Benefit at age 56.

Incoming Reciprocity Contributions

IMPORTANT: For incoming reciprocity contributions received by the Plan for the following benefits accrued on and after October 28, 2009 (Plan’s Default Schedule Provisions):

1. Benefits will be accrued at a rate of 1.00% of contributions made on the Participant’s behalf;
2. The Disability Benefit is eliminated for Participants who are not in pay status as of October 28, 2009;
3. The Early Retirement Benefit for Participants retiring before age 55 is actuarially reduced and, after March 31, 2017, the Early Retirement Benefit for Participants retiring before age 65 is actuarially reduced;
4. The 60-month guarantee is eliminated;
5. The Pre-Retirement Death Benefit 120-month guarantee is eliminated; and
6. The forms of benefit payment are:
 - A. A single life annuity with no guarantee period;

B. A Joint and 50% Survivor Pension; and

C. A Joint and 75% Survivor Pension.

20. Do I need to do anything to ensure that I receive all the benefits to which I am entitled?

The Board of Trustees has procedures in place to ensure that all contributions are reported, but sometimes errors occur.

You should keep pay stubs that reflect the hours that you have accumulated and compare those hours to the statement of hours that are periodically provided to you by the Board of Trustees.

If you notice any discrepancies, please report the situation to the Administrative Trust Funds Office immediately.

It is extremely important that you keep the Administrative Trust Funds Office advised of any changes to your mailing address. Failure to timely update your address may result in Plan correspondence, payments and tax forms to be mailed to an incorrect address, as well as delays in payment of your benefit.

If your benefits are in payment status and your benefit checks are returned because you no longer reside at the address you furnished to the Plan, your benefit checks may not be mailed to you until you provide your current address and/or direct deposit information.

Similarly, it is important you notify, in writing, the Plan of any changes to your direct deposit bank account. If your monthly pension benefit cannot be deposited because your bank or your direct deposit account has changed, your benefit check may be mailed to you at the most recent address supplied to the Plan.

21. What happens if it is determined that I was overpaid benefit?

If the Administrative Trust Funds Office determines that you received a pension overpayment, the Board of Trustees will recover the overpayment, to the extent allowed under federal law, in the following order of priority:

1. The Board of Trustees will seek repayment in one lump sum payment;
2. If a lump sum payment is not agreed to, the Board of Trustees will seek repayment through an installment payment agreement; or
3. If a lump sum or installment payment agreement is not agreed to, then your future benefits will be reduced so that the actuarial present value of the reduction is equal to the amount of the overpayment.

Notwithstanding the above, the Board of Trustees reserves the right to file a lawsuit or pursue other legal action to recover the overpayment.

22. Who do I contact for more information?

The Administrative Trust Funds Office in Los Angeles provides administration for the:

- Southern California IBEW-NECA Pension Plan; and
- Southern California IBEW-NECA Defined Contribution Plan.

If you would like more information regarding the National Electrical Benefit Fund or the IBEW International Office (I/O) Pension Plan, see the contact information below.

You should contact each pension office separately any time you move, get married, file for divorce or have any potential change that could affect your pension Beneficiaries (for example, if you have a baby or adopt a child).

For more information about the National Electrical Benefit Fund (“NEBF”) Pension Plan contact:

National Electrical Benefit Fund (NEBF)

Pension Department
2400 Research Blvd., Suite 500
Rockville, MD 20850-3266
Telephone: (301) 556-4300
Fax: (301) 556-0100

For more information about the IBEW International Office (I/O) Pension Plan, contact:

International Brotherhood of Electrical Workers (“IBEW”) International Office (I/O)

Pension Department
900 Seventh Street NW
Washington, DC 20001
Telephone: (202) 833-7000
Fax: (202) 728-7676

You can also request information from your Local Union:

IBEW Local 11

IBEW Local 11 Pension Office
297 N. Marengo Avenue, Suite 200
Pasadena, CA 91101
Telephone: (626) 243-9700

IBEW Local 440

IBEW Local 440 Office
1405 Spruce Street, Suite G
Riverside, CA 92507

Telephone: (951) 684-5665
Fax: (951) 369-9032

IBEW Local 441

IBEW Local 441 Office
309 N Rampart Street Suite M
Orange, CA 92868
Telephone: (714) 939-3131
Fax: (714) 939-3132

IBEW Local 477

IBEW Local 477 Office
1855 S. Business Center Drive
San Bernardino, CA 92408
Telephone: (909) 890-0607
Fax: (909) 890-0659

Benefit Application Procedure

If you are planning to retire, you should apply at least three (3) months before you stop working.

You may pick up pension application forms from the Administrative Trust Funds Office or obtain them online at the website. The address, telephone number and website of the Administrative Trust Funds Office are:

Southern California IBEW-NECA Pension Trust Fund

100 Corson Street, Suite 200

Pasadena, CA 91103

(323) 221-5861

(800) 824-6935 Toll-Free Nationwide

(323) 726-3520 Fax

<https://www.scibew-neca.org/>

No benefits will be paid unless a complete pension application is filed. An application will be considered complete when it is received by the Administrative Trust Funds Office, including all the required information and documents (for example, birth certificates, marriage certificates). If you have not provided all the necessary information and documents, The Administrative Trust Funds Office will inform you as soon as reasonably possible of any outstanding information or documents necessary to process your pension application.

Retroactive Benefits

You should file your pension application before your expected retirement date. However, the Plan may permit payment of retroactive benefits for up to 12 months before the date a complete application is received by the Administrative Trust Funds Office. You are not eligible for these retroactive benefits if you engage in Suspendible Employment or activity during the retroactive period.

Re-Retirement and Recalculation of Pension

A retired Participant who returns to Covered Employment can re-retire and receive an additional pension benefit if the Pensioner has worked at least:

1. 750 hours in one Plan Year since the date of retirement; or
2. 1,500 hours since the date of retirement.

If a retired Participant does not have sufficient hours in a Plan Year to meet the 750-hour requirement, hours can be carried over to the next Plan Year.

The earliest effective date for resumption of your pension benefit will be the later of:

1. the first day of the month following the last month for which benefits are suspended; or
2. the day that is 12 months before the date that you notify the Administrator of the cessation of Suspendible Employment.

Retroactive Pension Payments

When your re-employment has ended, you must contact the Administrative Trust Funds Office to reinstate your suspended benefit. You may be eligible to receive retroactive payments. But retroactive payments can only be made for 12 months before the date you contact the Administrative Trust Funds Office, so you should notify the Administrative Trust Funds Office as soon as possible after you end Suspendible Employment.

Retroactive payments are made in the same form that you previously elected.

Re-Calculation and Adjustment of Benefits

After you return from Suspendible Employment, your pension benefit may be recalculated to include additional pension benefits that you became entitled to during your period of suspension. Payments will be adjusted for interest.

If your period of suspension begins before your Normal Retirement Age, any additional benefit will be payable as a separate annuity. You will need to file a new application and select an optional form for this additional benefit.

If your period of suspension begins after your Normal Retirement Age, any additional benefit will be paid in the form you originally elected. If a Joint and Survivor form had been elected but the Spouse is no longer living, then benefits will be paid for your life only. If you have remarried, you will need to select an optional form for your additional benefit.

If your Early Retirement Benefit was reduced before suspension, your benefit upon resumption will be actuarially adjusted to ensure that your recalculated benefit is at least the actuarial equivalent of your Normal Retirement Pension.

If you had elected one of the Social Security Adjustment Options and your benefit was suspended, your benefit will be actuarially adjusted.

In no event will your benefit be suspended beyond your Required Beginning Date, unless you elect to defer receipt of your benefits, are working in Covered Employment and are not a 5% owner of an Employer.

Appeals Procedure

1. Notice of Claim Denial

If your pension application is denied in whole or in part, the Administrative Trust Funds Office will send you a written notice of denial, which will contain the following information:

1. The specific reason for the denial;
2. Specific references to the Plan provisions on which the denial is based;
3. A description of any additional material or information that would be needed to have your benefit application approved and an explanation of why such material or information is needed;
4. Information on the steps you should take if you wish to submit your claim for review; and
5. A description of the review procedure and time limits applicable including a statement of your right to bring a civil action under ERISA Section 502(a) following exhaustion of the Plan's appeal procedures.

A notice of denial will be sent to you within 90 days after your benefit application is filed. If, because of special circumstances, more time is needed to approve or deny your application or calculate the amount of your benefit, the Administrative Trust Funds Office will send you a notice that will describe the special circumstances and tell you how much more time is needed. This extension will not exceed 90 days.

2. Appeals

If you believe that you have wrongfully been denied a benefit to which you are entitled, you may appeal the benefit denial. If you wish to appeal, you must submit a written application for your appeal to the Administrative Trust Funds Office within 60 days after you have received the notice that your benefit application was denied.

You or your authorized representative may then review the documents related to your case and submit any written comments and additional information that will support your claim.

The Board of Trustees, or a Committee set up for this purpose, will then review your benefit application and its denial and will notify you in writing of the decision regarding your benefits. You have the right to participate via the telephone before a Committee of the Board of Trustees to review your case. A decision will be rendered upon appeal at the Board of Trustees' Meeting that immediately follows the Plan's receipt of a request for review, unless the request is made within 30 days of the Board of Trustees' Meeting. In such case, the Board may make a benefit determination on appeal at the second meeting following the Trust's receipt of the request for review. However, if special circumstances require an extension of time for processing, the decision will be rendered not later than the third meeting following receipt of the request.

Whenever special circumstances require an extension of time for processing, written notice of the extension will be furnished to you before the extension period begins.

The Board of Trustees will notify you of the benefit determination as soon as possible after the meeting, but not later than five days after the benefit determination is made. The decision will be final and binding upon all parties. The decision will include specific reasons for the decision and specific references to the Plan provisions on which the decision is based.

If your appeal is denied, you have one year following the date of denial to file suit against the Plan under section 502(a) of ERISA. Any suit must be filed in the U.S. District Court for the Central District of California.

Information Required by ERISA

The following information is required by the Employee Retirement Income Security Act of 1974 (“ERISA”).

Name of Plan

Southern California IBEW-NECA Pension Plan

Type of Plan

This is a defined benefit pension plan. A defined benefit pension plan has a definite formula for computing amounts of pension benefits based on your work history.

Type of Administration

The Board of Trustees of the Southern California IBEW-NECA Pension Trust Fund is the administrator of this Plan.

The Board is composed of an equal number of Employer and Union Trustees.

Many of the tasks of Plan administration have been delegated to salaried administrative personnel employed by the Board of Trustees of the Southern California IBEW-NECA Pension Trust Fund.

The address and telephone number of the Plan’s Administrative Trust Funds Office are as follows:

Southern California IBEW-NECA Pension Trust Fund Administrative Trust Funds Office

100 Corson Street, Suite 200
Pasadena, California 91103
(323) 221-5861
(800) 824-6935 Toll-Free Nationwide
(323) 726-3520 Fax

Plan Year

This Plan’s fiscal year for recordkeeping and accounting purposes ends on June 30.

Funding and Contributions

Participants do not contribute to this Plan. Employer contributions are the only source of funding. These contributions are made according to the CBAs between Local Unions and Employers (or, in some cases, other types of written agreements between Employers and the Board of Trustees).

Assets of the Plan are held in trust by the Amalgamated Bank for the benefit of Participants and Beneficiaries.

Benefits are provided directly from the assets of the Trust Fund.

Plan Termination and Plan Amendment

The Board of Trustees fully intends to maintain the Plan on a sound actuarial basis. Although there are certain legal minimum annual contributions that must be made to maintain the Plan, neither your contributing employers, nor the Union, nor the Board of Trustees, nor any of their officers, agents, or employees, guarantee in any manner, that contributions will be made.

All contributions made by your Employers will be placed in the Trust Fund and all benefits under the Plan will be paid from the Trust Fund in accordance with Plan rules. Any person having any entitlement to benefits under the Plan should look to the assets of the Trust for satisfaction.

The Board of Trustees intends to continue the Plan indefinitely, but reserves the right to amend the Plan, to change the method of providing benefits, or to terminate the Plan, if that should ever be necessary. In such a case, you will be notified of any changes that must be made and the reason behind any such decision. No amendment will be made to the Plan that would deprive you of benefits you had already accrued before such amendment or change was made. Under the law, no amendment or change can be made that would divert any part of the Trust Fund's assets to a purpose other than for the exclusive benefit of you or your eligible Beneficiaries.

If the Plan must be terminated, you will automatically become 100% vested in the Normal Retirement benefit you had already accrued as of the Plan's termination date (to the extent funded as of that date). This is true regardless of how much service you may have had in the Plan at that time.

Whether you eventually receive all or part of your Plan benefit depends on whether there is enough money in the Trust Fund to pay for it, and, if not, whether the benefit is insured by the Pension Benefit Guaranty Corporation (see discussion on PBGC Coverage in this section). The law sets priorities as to how the money in the Trust Fund will be used to provide benefits.

Plan Merger

Although the Board of Trustees intends to continue this Plan as it currently exists and not combine or merge it with another plan, the Board of Trustees may, in the future, feel it is in the best interest of the Plan's Participants to merge the Plan and Trust Fund with another pension trust. If this happens, you will not receive a benefit after the merger that is any less than the benefit you would have received on the date of the merger.

Collective Bargaining Agreements ("CBAs")

This Plan is the result of several CBAs. Copies of these agreements are available to you at the Administrative Trust Funds Office. You may buy copies on written request to the Administrative Trust Funds Office, for a reasonable charge, or you may examine copies at the Administrative Trust Funds Office free of charge.

Participating Employers and Employee Groups

The Administrative Trust Funds Office will give you information as to whether an Employer or employee group is participating in this Plan. If the Employer or employee group is participating

in this Plan, the Administrative Trust Funds Office will give you the Employer's or employee group's address.

Administrative Trust Funds Office

Southern California IBEW-NECA Pension Trust Fund Administrative Trust Funds Office

100 Corson Street, Suite 200
Pasadena, California 91103
(323) 221-5861
(800) 824-6935 Toll-Free Nationwide
(323) 726-3520 Fax

Plan Administrator

Board of Trustees
Southern California IBEW-NECA Pension Trust Fund
100 Corson Street, Suite 200
Pasadena, California 91103
(323) 221-5861
(800) 824-6935 Toll-Free Nationwide
(323) 726-3520 Fax

The Board of Trustees has the sole power and discretionary authority to resolve all questions of eligibility and to interpret the Plan's provisions; to make the final determination with respect to the amount, manner, and time of payment of benefits to be paid to participants, their spouses, and their beneficiaries; and to determine the facts relating to a claim for benefits. The Board of Trustees also may establish any rules it decides are necessary to carry out the Plan's operations. Decisions of the Board of Trustees or its delegates are final and binding. The Board of Trustees can designate others to help run the Plan, or change those designated, at any time.

Mailing Address

100 Corson Street, Suite 200
Pasadena, California 91103
(323) 221-5861
(800) 824-6935 Toll-Free Nationwide
(323) 726-3520 Fax

Board of Trustees

LABOR TRUSTEES

SECRETARY

Robert Corona
IBEW Local 11
297 No. Marengo Ave., 2nd Floor
Pasadena, CA 91101
(626)243-9700 FAX:(626)793-9750
corona@ibew11.org

Luis Arida
IBEW Local 11
297 No. Marengo Ave., 3rd Floor
Pasadena, CA 91101
(626)243-9700 FAX: (626) 793-9743
arida@ibew11.org

Jason Eshelman
IBEW Local 477
1875 S. Business Center Drive
San Bernardino, CA 92408
(909) 890-0607 FAX: (909) 890-0659
jason@ibew477.org

Jeremy Forshaw
IBEW Local 440
1405 Spruce Street, Suite G
Riverside, CA 92507
(951) 684-5665 FAX: (951) 369-9032
Jeremy@ibew440.org

Neal Lauzon
IBEW Local 441
309 N. Rampart, Suite M
Orange, CA 92868
(714) 939-3131 FAX: (714) 939-3132
nlauzon@ibewoc.com

Alton Wilkerson
IBEW Local 11
297 No. Marengo Ave.
Pasadena, CA 91101
Phone: (626) 243-9700 FAX: (626) 243-9750
awilkerson@ibew11.org

MANAGEMENT TRUSTEES

CHAIRMAN

Eric Cartier
NECA, L.A. County Chapter
100 Corson St., Suite 410
Pasadena, CA 91103
(626) 792-6322 FAX: (626) 792-6372
eric@laneca.org

Tom Ispas
(NECA, So. Sierras Chapter)*
Daniel's Electric
10881 Business Dr.
Fontana, CA 92337-8235
(909)427-9000 FAX: (909)427-9292
tom@danielselectric.com

Sean McKenna
(NECA, L.A. County Chapter)*
O'Bryant Electric
9314 Eton Avenue
Chatsworth, CA 91311
(818) 407-1986 FAX: (818) 407-0983
seanm@obryantelectric.com

Fred Neubauer
(NECA, L. A. County Chapter)*
Neubauer Electric, Inc.
11072 Via El Mercado
Los Alamitos, CA 90720
(714) 897-7000 FAX: (714) 897-7001
fredneubauer@neubauerelectric.com

Karen Prescott
NECA, Orange County Chapter
333 S. Anita Drive, Suite 780
Orange, CA 92868
(714) 634-8777 FAX: (714) 634-8582
kprescott@ocneca.org

Larry Strohm
(NECA, So. Sierras Chapter)*
Big Sky Electric, Inc.
310 N. McArthur Way, Suite A
Upland Ca 91786
(909) 694-0432 FAX: (909) 694-0433
lstrohm@bigskyelectric.com

ALTERNATE TRUSTEES
LABOR

Errol Cutley
IBEW Local 11
297 No. Marengo Ave., 3rd Floor
Pasadena, CA 91101
(626)243-9700 FAX: (626) 793-9743
ecutley@ibew11.org

John DeCleene
IBEW Local 441
309 N. Rampart, Suite M
Orange, CA 92868
(714) 939-3131 FAX: (714) 939-3132
Email: declene@ibewoc.com

Benjamin Frank
IBEW Local 11
297 No. Marengo Ave., 3rd Floor
Pasadena, CA 91101
(626)243-9700 FAX: (626) 793-9743
brank@ibew11.org

Daniel Luther
IBEW Local 440
1405 Spruce Street, Suite G
Riverside, CA 92507
(951) 684-5665 FAX: (951) 369-9032
double@ibew440.org

Barry Meyer
(IBEW Local 11)*
1142 Mockingbird Lane
Fillmore, CA 93015-1671
(805) 630-7401
barrymIBEW@gmail.com

Benjamin Pratt
IBEW Local 477
5141 Lakewood Drive
San Bernardino, CA 92407
(909) 890-0607 FAX: (909) 890-0659
bpratt@ibew477.org

ALTERNATE TRUSTEES
MANAGEMENT

Ashley Berg
NECA, So. Sierras Chapter
P.O. Box 12149
San Bernardino, CA 92423
(909) 694-0432 FAX: (909) 694-0433
ashley@ssneca.org

Mike Richards
(NECA, L. A. County Chapter)*
P.O. Box 5097
La Quinta, CA 92248-5097
(714) 948-0394 cell FAX: (714) 952-3969
mer573@aol.com

Jane Tan
(NECA, L. A. County Chapter)*
Taft Electric Company
1694 Eastman Avenue
Ventura, CA 93003
(805) 504-8582
jt看@taftelectric.com

James Willson
NECA, L.A. County Chapter
100 E. Corson St., Suite 410
Pasadena, CA 91103
(626) 792-NECA (6322) FAX: (626) 792-6372
jmw@laneca.org

* Note: Appointing organization, not part of address.

Co-Actuaries

Rael & Letson
Horizon Actuarial Services LLC.

Auditor

Miller Kaplan Arase LLP

Legal Co-Counsel

Bush Gottlieb
Morgan Lewis & Bockius LLP

Agent for Service of Legal Process

Southern California IBEW-NECA Pension Trust Fund
100 Corson Street, Suite 200
Pasadena, California 91103

Service of legal process may also be made by serving the Board of Trustees or any single Trustee of the Southern California IBEW-NECA Pension Trust Fund.

Employer ID Number

The Employer Identification Number (EIN) issued to the Board of Trustees of the Southern California IBEW-NECA Pension Trust Fund by the Internal Revenue Service is 95-6392774.

Participation

You are entitled to participate in this Plan if your Employer makes contributions to the Trust Fund on your behalf. Once you have worked a total of 750 Covered Hours in two consecutive Plan Years, you become a Participant.

See Question 1 on page 6 for more information.

Eligibility for Benefits

The Normal Retirement Age under the Plan is age 65. You are eligible for a Normal Pension benefit under the Plan if you have not lost all Credited Service as a result of completing a period of Divesting Years (as described in Question 4 on page 8).

Joint and Survivor Benefits

This Plan provides a joint and survivor benefit if you are married at the time you retire, unless you and your Spouse elect to reject such benefit.

Circumstances That May Result in Disqualification or Ineligibility for, or Denial, Suspension or Loss of Benefits

A Permanent Break-in-Service that occurs before you become vested will cancel your participation and previously accrued Credited Service.

Working in Non-Covered Electrical Employment will generally result in the loss of eligibility for Early Retirement Benefits for pension benefits accrued on or after October 1, 1987, under the Plan and will cause a Suspension of Benefits, if already retired.

If you return to employment (in certain kinds of work specified in the Plan) after you begin receiving a pension benefit, your pension benefit will be suspended.

If you fail to work at least 375 hours in each of two consecutive Plan Years, you will incur a Break-in-Service, which results in a reduction of your Early Retirement Benefits.

Benefits may be denied, suspended or discontinued due to willfully false or incomplete statements, or fraudulent information or proof submitted to the Pension Trust Fund by a Participant or Beneficiary. Pension benefits may be suspended to recover any benefits made erroneously due to reliance on such statements, information or proof.

Benefits may also be denied, suspended or forfeited under the following circumstances:

- If you do not keep the Plan advised of changes in your name or address, payment of your benefits may be delayed.
- If you fail to make proper application for benefits or fail to provide the required information.
- If you do not file your claim or appeal or bring a claim in court within the required period, as described in the “Appeals Procedure” section, you will not be able to bring your claim and you will lose any right to claim entitlement to those benefits.
- If limitations under the Internal Revenue Code require a reduction to your benefit.
- If income, penalty, excise taxes, or a tax lien or levy are imposed on your benefit.
- If a judgment or settlement agreement requires you to make payments to the Plan.
- If an error is made in calculating the amount of your benefit and you receive overpayments from the Plan and the Plan is permitted, under applicable law, to take appropriate steps to recover any overpayments erroneously made to you.
- If the Plan is terminated before sufficient assets have been accumulated to pay all benefits and your benefit is not covered by the Pension Benefit Guaranty Corporation (the “PBGC”) guarantee.

- If the Plan is amended to reduce accrued benefits, and such amendment is permitted under applicable law.
- If you fail to maintain records sufficient to establish your entitlement to a benefit, including the amount of a benefit that you claim to be entitled to receive, that are not reflected in the records of the Plan or your employer or its affiliates.
- If the benefit paid to you before you reach normal retirement is reduced to account for early payment.
- If your benefit is reduced to permit payments to your spouse or other beneficiary after your death.
- If you die before you begin receiving your benefit under the Plan and you have no spouse or Beneficiary.
- You fail to make a timely claim for benefits or you fail to timely appeal a denied claim for benefits.
- If the Plan receives a court order that meets the requirements of a qualified domestic relations order (“QDRO”), some or all of your vested benefits may be paid to your spouse, former spouse or other dependents.

Plan Records

The Plan’s records (including, but not limited to, any person’s employment status, compensation, service, elections, distributions, and all other matters affecting eligibility for, and amount or payment of, benefits) are controlling in all cases. If you believe the Plan’s records are incomplete or incorrect, you have the burden of proof to provide written documentation of the additional information that you believe is relevant. Whether such documentation is satisfactory to override the Plan’s records will be determined by the Plan Administrator in its sole and absolute discretion, subject to the Plan’s claims and appeals procedure.

Plan Communications and Online Account Security

It is critical you take steps to ensure the security of your Plan benefit. This includes, among other things:

- using a strong password for your Plan online account that you do not use for other online accounts,
- enabling two-factor authentication (and/or enabling other enhanced security features) to verify that you are the one accessing your online account,
- monitoring your online account and Plan communications (including mailings to your home from the Pension Service Center) for transactions you did not authorize, and

- keeping your contact information and communication preferences up to date to ensure that you receive all Plan notices.

Many security features that are available require you to opt into the feature. To understand the security features that are available to you, and to make sure that you have elected all of the security features you wish, please contact the Administrative Trust Funds Office (using the contact information provided in this SPD). Please also refer to the Department of Labor's "Online Security Tips" found at: <https://www.dol.gov/sites/dolgov/files/ebsa/key-topics/retirement-benefits/cybersecurity/online-security-tips.pdf>.

Your Rights Under ERISA

As a Participant in the Southern California IBEW-NECA Pension Plan, you are entitled to certain rights and protections under the ERISA. ERISA provides that all Participants will be entitled to examine, without charge, at the Administrative Trust Funds Office and at other locations (such as Local Unions), all Plan Documents, including any insurance contracts, CBAs and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor.

You are entitled to obtain, upon written request to the Administrative Trust Funds Office, documents governing the operation of the Plan, including insurance contracts and CBAs and copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

You are entitled to receive a summary of the Plan's annual financial report. You may obtain a statement telling you if you have a right to receive a pension at normal retirement age (age 65) and, if so, what your benefits would be at Normal Retirement Age if you stopped working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you must work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Administrative Trust Funds Office will provide this statement free of charge.

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to act prudently and in the interest of you and other 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 must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. The procedure for appealing a benefit denial is described under the heading Appeals Procedure on page 44.

Under ERISA, there are steps you can take to enforce your rights.

For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may appeal it to the Trustees. If the Trustees deny or ignore your appeal, in whole or in part, you may file suit in a state or federal court. You have one year following the date of denial to file suit against the Plan under section 502(a) of ERISA. Any suit must be filed in the U.S. District Court for the Central District of California.

If Plan fiduciaries misuse the Plan's decision or lack thereof concerning the status of a qualified domestic relations order, you may file suit in federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a qualified domestic relations order, you may file suit in federal court.

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

If you have any questions about your rights you should contact the Administrative Trust Funds Office or the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor, located at:

35 N. Lake Ave., Ste 300
Pasadena, CA 91101
Telephone (626) 229-1000
Fax (626) 229-1098

PBGC Coverage

Your pension benefits under this multiemployer plan are insured by the PBGC, a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated Employers, usually in a common industry.

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

The maximum benefit that 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 \$11.00 of the monthly benefit accrual rate; plus
2. 75% of the next \$33.00.

The PBGC maximum guarantee limit is \$35.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a Pensioner with 30 years of service would be \$12,870.00.

The PBGC guarantee generally covers:

1. Normal and Early Retirement Benefits;
2. Disability benefits if you become disabled before the Plan becomes insolvent; and
3. Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

1. Benefits greater than the maximum guaranteed amount set by law;
2. Benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the earlier of:
 - A. The date the Plan terminates; or
 - B. The time the Plan becomes insolvent;
3. Benefits that are not vested because you have not worked long enough;
4. Benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and
5. Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For further information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC at:

Pension Benefit Guaranty Corporation

P.O. Box 151750

Alexandria, VA 22315-1750

Toll-Free (800) 400-7242

Additional information about the PBGC's pension insurance program is available through the PBGC's website at [**www.pbgc.gov/multiemployer**](http://www.pbgc.gov/multiemployer).

