ELECTRICAL WORKERS LOCAL NO. 292
PENSION PLAN

SUMMARY PLAN DESCRIPTION

AMENDED AND RESTATED EFFECTIVE MAY 1, 2022

ELECTRICAL WORKERS LOCAL 292 PENSION PLAN

6900 Wedgwood Road North, Suite 425, Maple Grove, MN 55311
763-493-8830

To All Participants:

As Trustees of the Electrical Workers Local No. 292 Pension Plan (the "Pension Plan" or the "Plan"), we are pleased to provide you with this updated Summary Plan Description, which is effective May 1, 2022.

This Pension Plan was created to help provide financial security to you and your family upon your retirement, death or disability. We encourage you to read this summary carefully and keep it with your important papers for future reference.

If you have any questions about the Plan, contact the Plan Administrator at (763) 493-8830.

Sincerely yours,

Board of Trustees

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SECTION 1 PLAN HIGHLIGHTS

This overview ***summarizes*** *information contained in this Summary Plan Description ("SPD"). It should not be considered a complete description, but more of a starting point. Please use section number references, the Table of Contents, and the Definitions (Section 12) to guide you to the information you need.*

1.1. YOUR RETIREMENT INCOME

The income you receive at retirement may come from a number of different sources, including Social Security, your personal savings, this Plan, and other retirement plans. This Plan is designed to pay you a lifetime monthly income. If you choose, the Plan may also provide monthly income for your Beneficiaries. Plan benefits are based on your earnings and years of service with contributing Employers.

1.2. THIS PLAN'S BENEFITS

This Plan is a retirement Plan provided by Employers who make contributions on your behalf through collective bargaining agreements or other agreements with the Trustees of the Electrical Workers Local No. 292 Pension Plan. The Plan's Normal Retirement Age is generally age sixty-two (62). For the Plan's definition of Normal Retirement Age, see Section 6.1 (Normal Retirement Pension). However, you may be able to retire earlier than age sixty-two (62) in certain circumstances. (See Section 6.2 (Rule of 85 Retirement Pension) and Section 6.3. (Early Retirement Pension)). It will also pay benefits in case of your death before retirement if you are married and have met certain conditions.

1.3. PLAN BENEFIT SUMMARY

The following is a summary of the Plan's benefits. Please note that other provisions and/or requirements may apply. Generally, in order to receive a pension benefit from this Plan, you must:

(A) Meet Eligibility Service requirements;

(B) Acquire Benefit Service;

(C) Vest in the Plan; and

(D) Obtain an Accrued Benefit.

1.3.1. Meet Eligibility Service Requirements

Usually, you must work in employment that is covered by a collective bargaining agreement for a contributing Employer. This is called "Covered Employment." You must work in Covered Employment for 850 or more Hours of Service to initially become eligible for the Plan. Some other employment, called Noncovered Contiguous Employment (see Section 12.33 (Noncovered Contiguous Employment)), also counts for initial eligibility. For more information on Eligibility Service Requirements, see Section 2.1 (Eligibility service requirement).

1.3.2. Acquire Benefit Service

After you have met the initial eligibility requirements, the hours you work under Covered Employment count toward your Benefit Service. The more hours you work in any Plan Year, the larger your year of Benefit Service factor will be. For example, if you work 1,100 hours, your Benefit Service factor is 0.75; if you work 1,600 hours, your Benefit Service factor is 1.00. You can acquire Benefit Service before you are vested in the Plan, but you must be vested to receive a pension. For more information on Benefit Service, see SECTION 3 (ACQUIRING BENEFIT SERVICE).

1.3.3. Vest in the Plan

"Vested" means that you have a right to receive the Pension Benefits you have accrued in the Plan. Generally, your years of Vesting Service are the number of Plan Years in which you have worked at least 850 hours with a participating Employer. The number of years you need to vest in the Plan is determined by when you worked for a participating Employer. If you are now working for a participating Employer, you will need five (5) years of Vesting Service to vest in the Plan. If you worked for participating Employers in the past, you may have different requirements. For information on vesting in the Plan, see SECTION 4 (VESTING IN THE PLAN).

1.3.4. Obtain an Accrued Benefit

After you have met the eligibility requirements, begun acquiring Benefit Service, and become vested in the Plan, you can determine your Accrued Benefit. Your monthly retirement benefit is ascertained by multiplying your years of Benefit Service as of a specified determination date by the dollar amount from a chart that corresponds to that determination date. For the applicable chart and for information on Accrued Benefit, see SECTION 5 (ACCRUED BENEFITS).

1.4. YOUR PENSION BENEFIT

Once you have met the eligibility requirements, acquired Benefit Service, become vested in the Plan, obtained an Accrued Benefit, retired, and requested a Pension Benefit, you will receive it. As you consider your Pension Benefit, please remember that special rules may apply if you have:

(A) Had a Break in Service;

(B) Returned to work after any Break in Service;

(C) Changed your employment status;

(D) Experienced a disability while working in Covered Employment;

(E) Worked under a reciprocity agreement;

(F) Returned from uniformed military service after obtaining Benefit Service;

(G) Retired and returned to work; or

(H) Reached age fifty-five (55) or older and accrued enough years of service so that the combination of your age and years of service add up to eighty-five (85) or more (Rule of 85 provision).

Please see the Table of Contents to easily locate information on these and any other benefits of the Plan. Definitions of terms used throughout this Summary Plan Description are in SECTION 12 (DEFINITIONS). If you have any questions, please contact the Plan Administrator at (763) 493-8830 or (800) 368-9045.

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SECTION 2 ELIGIBILITY AND PARTICIPATION

2.1. ELIGIBILITY SERVICE REQUIREMENT

To become a Participant in the Pension Plan, you must meet the following requirements:

(A) You must be employed by an Employer who is required to make contributions to the Plan based on the collective bargaining agreement ("Covered Employment") or another agreement with the Trustees; and

(B) You must have been credited with 850 or more Hours of Service within the twelve (12) consecutive month period beginning with the date you first perform an Hour of Service and all Plan Years beginning after that date.

An "hour of service" is any hour of work for which you are paid, or entitled to be paid, by your Employer, for performing duties under Covered Employment or Noncovered Contiguous Employment. If you do not have at least 850 hours in your first twelve (12) months of employment, you become eligible for the Plan by completing 850 Hours of Service during any Plan Year that begins on May 1 and ends on the following April 30.

2.1.1. Prior Service

Eligibility Service will be credited for periods of employment before May 1, 1982, as if the rules of the Electrical Workers Local No. 292 Plan Document had always been in effect.

2.1.2. Military Service

Eligibility service will be credited under this Plan to the extent that federal law requires that Employers recognize periods of service in the armed forces of the United States. See Section 2.4 (USERRA) for more information.

2.1.3. Eligibility Rule of Parity

The Eligibility Rule of Parity applies only if you are not vested. The Eligibility Service completed before any One-Year Break in Service will be disregarded in determining your Eligibility Service (upon a subsequent return to employment) if the number of consecutive one-year breaks in service equals or exceeds the greater of five (5) or the aggregate number of years (and fractions of years) of service (whether or not consecutive) completed before such one-year breaks in service.

2.2. PARTICIPATING IN THE PLAN

You will become a Participant on May 1st or November 1st following your first anniversary date of employment and your completion of one year of Eligibility Service. If you are not in Covered Employment on one of these dates, you will become a Participant when you return to Covered Employment.

If you experience a change in your employment status for any reason, contact the Plan Administrator immediately. Examples of a change in employment status include:

(A) Moving from working in the field to working in the office;

(B) Discontinuing a bargaining position;

(C) Changing from Covered Employment to Non-covered Employment; and

(D) Changing from non-Covered Employment to Covered Employment.

2.3. RECIPROCITY

The Board of Trustees is signatory to the Electrical Industry National Reciprocity Agreement. The purpose of the reciprocity agreement is to permit you to retain eligibility when contributions are made for you to another IBEW pension fund.

To be certain your contributions are transferable to the Electrical Workers Local No. 292 Pension Plan, you should contact the local union for which you are (or will be) working to register with Electronic Reciprocal Transfer Service. Please be certain to fill out the reciprocity form completely and accurately. Include the Fund's name and address:

Electrical Workers Local No. 292 Pension Plan
6900 Wedgwood Road North, Suite 425
Maple Grove, MN 55311

2.4. UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 (USERRA)

USERRA revises, clarifies, and expands the old Veterans Reemployment Law, which was first enacted in 1940. USERRA is designed to protect the reemployment rights and benefits of civilian employees who enter the military "for a brief, non-recurrent period and have no expectation of significant continuing military service."

This protection extends to civilian employees who perform uniformed military service on a voluntary or involuntary basis for a cumulative period of service of five (5) years or less. "Uniformed military service" includes active duty, active duty for training, inactive duty for training, initial active duty, full-time National Guard duty, and a period during which a person is absent from work for the purpose of examination to determine his or her fitness for military service.

When you are away from Covered Employment due to uniformed military service covered by this law and return to work for a contributing Employer following an honorable discharge, your Pension Benefits will be protected as follows:

(A) No permanent Break in Service may occur as a result of military service;

(B) No forfeiture of benefits already accrued is allowed; and

(C) There is no need to re-qualify for participation in the Pension Plan due to absence for military service.

The Plan may also credit you for Benefit Service you would have earned during the time you were in the military if you return to work with a contributing Employer. In order to be eligible for this crediting, you must return to work within a specific period of time, depending on how long you were in the military. You will also be required to provide documentation to the Plan Administrator regarding your discharge.

Contributions, benefits, and service credit are provided in accordance with Section 414(u) of the Internal Revenue Code. Benefit service credits will be based on the average number of hours worked by other members in your same bargaining group during the twelve (12) months preceding your leave. For the specific calculation, the annual hours worked in that twelve (12) months will be divided into daily, weekly, and monthly amounts.

Once you know that you will be entering military service for any type of uniformed military service, you must notify the Plan Administrator in writing with a copy of your order papers. This will assure protection of your benefit rights under the Pension Plan.

When you return from duty, you must return to Covered Employment within the applicable guidelines. (The Plan Administrator will send this information to you when you notify them of your active service.) You must also notify the Plan Administrator and give them a copy of your discharge papers within fourteen (14) calendar days of your return to employment.

For additional information regarding this provision, contact the Plan Administrator.

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SECTION 3 ACQUIRING BENEFIT SERVICE

3.1. YEARS OF BENEFIT SERVICE

After you have met the initial eligibility requirements, you must work at least 425 hours in a Plan Year to earn Benefit Service. As the table below shows, the more hours you work during any Plan Year, the larger your year-of-Benefit Service factor will be.

Hours of Covered Employment in a Plan Year	Years of Benefit Service Earned	
	(For hours worked before May 1, 1998)	*(For hours worked on or after May 1, 1998)*
Less than 425	0.00	0.00
425 but less than 600	0.45	0.40
600 but less than 700	0.50	0.45
700 but less than 800	0.55	0.50
800 but less than 900	0.60	0.55
900 but less than 1,000	0.65	0.60
	(For hours worked on any date)	
1,000 but less than 1,100	0.675	
1,100 but less than 1,200	0.75	
1,200 but less than 1,300	0.80	
1,300 but less than 1,400	0.85	
1,400 but less than 1,500	0.90	
1,500 but less than 1,600	0.95	
1,600 but less than 1,700	1.00	
1,700 but less than 1,800	1.05	
1,800 but less than 1,900	1.10	
1,900 but less than 2,000	1.15	
2,000 but less than 2,100	1.20	
2,100 but less than 2,200	1.25	
2,200 but less than 2,300	1.30	
2,300 but less than 2,400	1.35	
2,400 or more	Add .05 years of Benefit Service for each additional 100 hours	

3.2. RULES OF BENEFIT SERVICE

Benefit Service is a measure of a Participant's service with contributing Employers as a Covered Employee if the service is:

(A) Considered Covered Employment; and

(B) Performed on or after May 1, 1963.

Other elements may affect your benefit including your Normal Retirement Date, whether or not you have had military service, whether you have transferred in or out of the Plan, whether you have had a lump-sum distribution, and whether the benefit Rule of Parity applies.

3.2.1. Normal Retirement Date

Crediting of Benefit Service may be affected by when you reach your Normal Retirement Date. If you reached it before January 1, 1987, no Benefit Service will be credited for services performed (or contributions made or required to be made to this Plan on account of services performed) after you reached your Normal Retirement Date. If you reached your Normal Retirement Date after January 1, 1987, Benefit Service will be credited for all hours worked.

3.2.2. Military Service

Benefit Service will be credited to the extent that federal law requires that Employers accrue Pension Benefits for periods of service in the armed forces of the United States. See Section 2.4 (USERRA) for more information.

3.2.3. Transfers Into (or Out of) the Plan

If you are a Participant in another plan or have Benefit Service transferred from another plan to this Plan, Benefit Service will be credited or disregarded in accordance with agreements the Trustees approve in connection with such transfers and rules stated in the Electrical Workers Local No. 292 Plan Document.

3.2.4. Past Service

If you were performing work on June 1, 1983 that was covered by the collective bargaining agreement between the Residential Section, Minneapolis Chapter, National Electrical Contractors Association and Local Union No. 292, you will be credited with two (2) years of Benefit Service and five (5) years of Vesting Service. (For more information on vesting, see the next section, SECTION 4 (Vesting in the Plan)). This Vesting Service credit is in addition to any other Vesting Service earned under the terms of the Plan, and will be credited as of April 30, 1982.

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SECTION 4 VESTING IN THE PLAN

"Vested" means that you have a right to receive the Pension Benefits you have earned in the Plan. Generally, your "Years of Vesting Service" are the number of Plan Years in which you have worked at least 850 "Hours of Service" with a participating Employer. Hours of Service include hours worked in Covered Employment and Noncovered Contiguous Employment.

The number of years you need to vest in the Plan is determined by when you worked (or are working) for a participating Employer and is divided into three categories:

(A) Years of service prior to September 1, 1982;

(B) Years of service after August 31, 1982 and Prior to May 1, 1996; and

(C) Years of service after May 1, 1996.

4.2. YEARS OF SERVICE PRIOR TO SEPTEMBER 1, 1982

You must have ten (10) years of Vesting Service to be 100% vested if you worked prior to September 1, 1982. If you have five (5) or more years of Vesting Service as of September 1, 1982, you will receive the following percentage of your Accrued Benefit:

Plan Years of Vesting Service Completed	Percentage of Accrued Vested Benefit
5 years but less than 6 years	50%
6 years but less than 7 years	60%
7 years but less than 8 years	70%
8 years but less than 9 years	80%
9 years but less than 10 years	90%
10 years or more	100%

4.3. YEARS OF SERVICE AFTER AUGUST 31, 1982 AND PRIOR TO MAY 1, 1996

If you have *ten (10) or more years of Vesting Service between August 31, 1982 and May 1, 1996*, you are 100% vested in the Plan as long as you have not had a Break in Service. You must have worked at least 850 hours in each Plan Year to acquire a year of Vesting Service.

Plan Years of Vesting Service Completed	Percentage of Accrued Vested Benefit
10 years of more	100%

4.4. YEARS OF SERVICE AFTER MAY 1, 1996

If you have *five (5) or more years of Vesting Service as of May 1, 1996*, you are 100% vested in the Plan as long as you have worked at least one hour in any Plan Year after May 1, 1996 and have not had a permanent Break in Service.

Plan Years of Vesting Service Completed	Percentage of Accrued Vested Benefit
5 years of more	100%

If you have less than five (5) years of Vesting Service accumulated before May 1, 1996, you will not be eligible to receive any benefit from the Pension Plan, unless you return to Covered Employment and continue your Vesting Service. You will earn one (1) year of Vesting Service for each Plan Year in which you are employed in Covered Employment or Noncovered Contiguous Employment totaling at least 850 hours.

If you retired before April 30, 1996, you must have had ten (10) years of non-forfeited Vesting Service to be fully vested in your Accrued Benefit when you retire. Some Participants may have a shorter Vesting Service requirement as required by federal law.

4.5. RESIDENTIAL EMPLOYEES

If you performed work of the type covered by the then-existing collective bargaining agreement between the Residential Section, Minneapolis Chapter, National Electrical Contractor's Association, Inc., and the Local Union No. 292, International Brotherhood of Electrical Workers on June 1, 1983, you will receive five (5) years of Vesting Service.

4.6. MILITARY SERVICE

Vesting service will be credited under this Plan to the extent that federal law requires that Employers recognize periods of service in the armed forces of the United States. See Section 2.4 (USERRA) for more information.

4.7. BREAK IN SERVICE

Any year in which you do not work at least 425 hours in Covered Employment will be considered a Break in Service year, which is also referred to as a One-Year Break in Service. If you are not vested in the Plan and experience a number of Break in Service years equal to the greater of the number of years of Benefit Service you have earned or five (5) years, you will lose all of your years of Benefit Service.

Similarly, the Vesting Service completed before any One-Year Break in Service also may be disregarded in determining your Vesting Service (upon a subsequent return to employment) if the number of consecutive One-Year Breaks in Service equals or exceeds the greater of five (5) or the aggregate number of years (and fractions of years) of service (whether or not consecutive) completed before such One-Year Breaks in Service.

In some cases, a Break in Service will not occur even though you have not worked. This happens when a Participant is pregnant, on maternity or paternity leave, or in military service. Please contact the Plan Administrator if you are affected by any of these situations. You must provide timely proof of your situation to the Plan in order to avoid a Break in Service.

FOR EXAMPLE: Assume that John accrued a year of Benefit Service in 1990, 1991, 1992, and 1993, for a total of four (4) years of Benefit Service. He then left the trade. He will suffer a permanent Break in Service (and forfeit his Benefit Service) in 1999. This is because his period of non-vesting years will exceed the greater of five years or the total of his accumulated vesting years (four (4)) in 1999. In this case, because five (5) years is greater than four (4) years, five (5) years is the standard that applies in determining a Break in Service that results in John losing all of his Benefit Service.

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SECTION 5 ACCRUED BENEFITS

5.1. HOW YOUR RETIREMENT INCOME IS FIGURED

Your monthly retirement benefit is determined by multiplying your years of Benefit Service (see the Table in 3.1 (Acquiring Benefit Service: Years of Benefit Service)) as of a specified determination date by the dollar amount from the chart below that corresponds with that determination date. This is called your "Accrued Benefit."

The dollar amount you earn is based on the determination date. The determination date will be determined by when and how you retire and whether or not your periods of Covered Employment were separated by Breaks in Service.

You can retire:

(A) While working continuously for an Employer contributing to the Plan (called Covered Employment);

(B) After you have stopped working continuously for an Employer contributing to the Plan; or

(C) With periods of Covered Employment separated by a Break in Service that is not bridged (see Section 5.3 (Separate Periods for Accrued Benefits)).

If you retire directly from Covered Employment and have had no Breaks in Service, your retirement date is your determination date.

If you do not retire directly from Covered Employment, the date you last worked in Covered Employment is your determination date.

If you have Breaks in Service, you may have more than one determination date corresponding to the last day of each period in Covered Employment. This will occur only if the Break in Service is not followed by a Plan Year in which you work 1,200 or more Hours of Service in Covered Employment, which is called a Bridge Year. See Section 5.3 (Separate Periods for Accrued Benefits) for more information on Bridge Years. Determination Date Table.

The following table illustrates determination dates and their associated dollar amounts.

If Your Determination Date is		Then Your Earned Dollar Amount is
After This Date	But Before This Date	
April 30, 1963	May 1, 1968	$4.86
April 30, 1968	May 1, 1972	$7.58
April 30, 1972	June 1, 1979	$9.00
May 30, 1979	January 1, 1983	$13.00
December 31, 1982	January 1, 1984	$15.00
December 31, 1983	January 1, 1985	$16.00
December 31, 1984	January 1, 1986	$17.50
December 31, 1985	January 1, 1987	$19.00
December 31, 1986	January 1, 1989	$21.50
December 31, 1988	January 1, 1990	$22.00

If Your Determination Date is		Then Your Earned Dollar Amount is
After This Date	But Before This Date	
December 31, 1989	July 1, 1991	$22.50
June 30, 1991	January 1, 1992	$23.25
December 31, 1991	July 1, 1995	$23.75
June 30, 1995	July 1, 1996	$24.75
June 30, 1996	August 1, 1997	$27.00
August 1, 1997	August 1, 1998	$29.00
August 1, 1998	August 1, 1999	$32.00
August 1, 1999	July 1, 2000	$34.00
July 1, 2000	August 1, 2002	$35.00
August 1, 2002	September 1, 2009	$35.50
September 1, 2009	December 31, 2017	Effective May 1, 2010: $35.50 for a complete or partial year of Benefit Service earned under the Inside Agreement or a collective bargaining agreement in which the rate of hourly contribution is the same as or greater than the rate under the Inside Agreement; or $35.50 multiplied by the percentage the lesser rate bears to the rate under the Inside Agreement if the Benefit Service is earned under a collective bargaining agreement in which the hourly rate of contribution is less than the rate under the Inside Agreement.
January 1, 2018	April 30, 2020	Effective May 8, 2017: $36.50 for a complete or partial year of Benefit Service earned under the Inside Agreement or a collective bargaining agreement in which the rate of hourly contribution is the same as or greater than the rate under the Inside Agreement; or $36.50 multiplied by the percentage the lesser rate bears to the rate under the Inside Agreement if the Benefit Service is earned under a collective bargaining agreement in which the hourly rate of contribution is

If Your Determination Date is After This Date	But Before This Date	Then Your Earned Dollar Amount is
		less than the rate under the Inside Agreement.
May 1, 2020	April 30, 2021	Effective March 4, 2020: $37.50 for a complete or partial year of Benefit Service earned under the Inside Agreement or a collective bargaining agreement in which the rate of hourly contribution is the same as or greater than the rate under the Inside Agreement; or $37.50 multiplied by the percentage the lesser rate bears to the rate under the Inside Agreement if the Benefit Service is earned under a collective bargaining agreement in which the hourly rate of contribution is less than the rate under the Inside Agreement. The determination date for a Participant who retires after May 1, 2020 and has performed at least 425 hours of Covered Employment or received at least 425 hours of Plan credit in the current Plan Year or in the immediately preceding Plan Year is the Participant's retirement date.
May 1, 2021	April 30, 2022	Effective March 31, 2021: $39.00 for a complete or partial year of Benefit Service earned under the Inside Agreement or a collective bargaining agreement in which the rate of hourly contribution is the same as or greater than the rate under the Inside Agreement; or $39.00 multiplied by the percentage the lesser rate bears to the rate under the Inside Agreement if the Benefit Service is earned under a collective bargaining agreement in which

If Your Determination Date is After This Date	But Before This Date	Then Your Earned Dollar Amount is
		the hourly rate of contribution is less than the rate under the Inside Agreement.
May 1, 2022		Effective March 24, 2022: $42.00 for a complete or partial year of Benefit Service earned under the Inside Agreement or a collective bargaining agreement in which the rate of hourly contribution is the same as or greater than the rate under the Inside Agreement; or $42.00 multiplied by the percentage the lesser rate bears to the rate under the Inside Agreement if the Benefit Service is earned under a collective bargaining agreement in which the hourly rate of contribution is less than the rate under the Inside Agreement.

5.2. ADDITIONAL BENEFITS

You may be entitled to additional Pension Benefits depending on when you retired, as provided below:

If you retired on or before:	Your Pension Benefits were increased by:
July 1, 1996	10% for benefit payments made on or after July 1, 1996.
August 1, 1998	8% for benefit payments made on or after August 1, 1998.
August 1, 1999	3% for benefit payments made on or after August 1, 1999.
July 1, 2000	3% for benefit payments made on or after July 1, 2000.
August 1, 2002	3% for benefit payments made on or after August 1, 2002.
January 1, 2018	2.816% for benefit payments made on or after January 1, 2018.
May 1, 2020	2.74% for benefit payments made on or after May 1, 2020.
May 1, 2021	4% for benefit payments made on or after May 1, 2021.
May 1, 2022	7.69% for benefit payments made on or after May 1, 2022.

If you were credited with 14,000 hours of Employer Contributions to the Minneapolis Electrical Workers Insurance and Welfare Fund, Inc. between May 21, 1953, and April 30, 1963, you will receive an additional $25 benefit per month.

Also, if you performed work of the type covered by the then-existing collective bargaining agreement between the Residential Section, Minneapolis Chapter, National Electrical Contractor's Association, Inc., and the Local Union No. 292, International Brotherhood of Electrical Workers June 1, 1983, you will receive two (2) years of Benefit Service and five (5) years of Vesting Service.

5.3. SEPARATE PERIODS FOR ACCRUED BENEFITS

Some Participants may have earned Accrued Benefits in two (2) or more periods of Covered Employment that were separated by periods of Non-Covered Employment for a Non-contributing Employer or in a position not covered by the collective bargaining agreement. The Plan has special rules, set forth below, for determining the benefit for such Participants. For this purpose, the following definitions are important:

Interruption Year:	Any Plan Year in which a Participant fails to accumulate at least 425 or more Hours of Service in Covered Employment.
Interruption:	A period of one (1) or more consecutive Interruption Years that does not constitute a permanent Break in Service.
Bridge Year:	Any Plan Year in which a Participant has accumulated 1,200 or more Hours of Service in Covered Employment.

If you have two (2) or more Benefit Service periods separated by an Interruption, you would have two (2) or more determination dates. Generally, when your benefit is determined, the benefit for any periods of Covered Employment separated by an Interruption will be determined separately and then added together to determine the total benefit payable.

However, if you had a Bridge Year after the Interruption, your separate periods of Benefit Service may be bridged into one (1) period of Benefit Service. This will occur if, following the Interruption, your number of Bridge Years is greater than your number of Interruption Years, or if the length of your Benefit Service after the Interruption is longer than the length of your Benefit Service prior to the Interruption. *Note: permanent Breaks in Service cannot be bridged.*

FOR EXAMPLE: Assume that Jim accumulated 8.00 years of Benefit Service by working in each year between 1989 and 1996. In the 1997 and 1998 Plan Years, he did not work at all. Then in the 1999 through 2001 Plan Years, he worked 1,600 hours each year.

Jim experienced an Interruption in Plan Years 1997 and 1998. He experienced Bridge Years in 1999 through 2001. The number of Bridge Years exceeds the number of Interruption Years. Therefore, Jim's benefit will be determined without regard to the separate periods of service and will be calculated using the benefit multiplier in effect at the time of his retirement.

Now, assume the same facts as above, except that Jim worked only 1,000 hours in the 1999 through 2001 Plan Years and then retired. Jim's benefit would be determined in two parts: the first part would be the years of service earned from 1989 through 1996, multiplied by the benefit multiplier in effect at the end of the 1996 Plan Year; the second part would be the years of Benefit Service earned from 1999 through 2001, multiplied by the benefit multiplier in effect at the time Jim retired.

5.4. SPECIAL RULES

For the period of May 1, 1982 through April 30, 1995, if a Participant accumulated 425 or more Hours of Service in a combination of Covered Employment or Noncovered Contiguous Employment (as defined in the Plan Document) in a Plan Year, that Plan Year is neither an Interruption Year nor a Bridge Year.

For employees who performed work of the type covered by the then-existing collective bargaining agreement between the Residential Section, Minneapolis Chapter, National Electrical Contractor's Association, Inc., and the Local Union No. 292, International Brotherhood of Electrical Workers on June 1, 1983, past service credit is not considered an Interruption Year or a Bridge Year.

Similarly, for periods prior to May 1, 1994 and for Participants who have retired prior to May 1, 1994, if a Participant was continuously employed in related industry employment or a combination of Covered Employment and related industry employment, those years do not count as Interruption Years or Bridge Years.

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SECTION 6 PENSION BENEFIT

Once you decide to retire and are deemed to have had a severance from Covered Employment, the choice of when and how you retire is yours, subject to certain Plan limitations. Depending upon your personal situation and needs, you may choose to take one of the following:

(A) Normal Retirement Pension;

(B) Rule of 85 Pension; or

(C) Early Retirement Pension.

The following sections give you information about these benefits.

6.1. NORMAL RETIREMENT PENSION

The choice of when to retire is your decision, subject to certain Plan limitations.

Generally the Normal Retirement Age is 62. If you retired or will retire and have worked one (1) Hour of Service after December 31, 1987, your Normal Retirement Age is the earlier of the following:

(A) If you retire before July 1, 1996, the date you reach age sixty-two (62) and have ten (10) or more years of Benefit Service;

(B) If you retire on or after July 1, 1996, the date you reach age sixty-two (62) and have five (5) or more years of Benefit Service (provided you have at least one (1) Hour of Service after July 1, 1996); or

(C) The later of:

(1) The date you reach age sixty-five (65); or

(2) Your fifth anniversary after you became a Participant in the Plan.

Your Normal Retirement Date is the last day of the calendar month in which you reach your Normal Retirement Age.

To receive your Pension Benefit, you must complete the application form and have it approved by the Board of Trustees. Then payments will begin on the first day of the month following your Normal Retirement Date. The monthly amount you receive will be your Accrued Benefit as outlined in SECTION 5 (Accrued Benefits).

6.2. RULE OF 85 RETIREMENT PENSION

You may be eligible to receive a full Pension Benefit even before you reach Normal Retirement Age. Under the Rule of 85 Retirement Pension Option, you will be eligible to receive a benefit if:

(A) You have reached age fifty-five (55);

(B) Your age plus years of Benefit Service equal at least eighty-five (85) (if you were fifty-six (56) years of age and had twenty-nine (29) years of Benefit Service or if you were fifty-five (55) years of age and had thirty (30) years of Benefit Service, etc.);

(C) In at least three (3) of the seven (7) Plan Years immediately prior to your Severance from Covered Employment, you have worked in Covered Employment, worked for a Covered Employer, or had contributions reciprocated to the Plan; and

(D) You have filed a proper application for such benefits.

The amount of a Rule of 85 Retirement Benefit is determined by using the same method used to determine Normal Retirement Pension. The Rule of 85 Retirement Benefits will only apply to Covered Employment for which contributions were received by the Plan from a contributing Employer on a Participant's behalf.

For purposes of determining your eligibility for the Rule of 85 Retirement Benefit, your years of service as a Participant in the South Central Minnesota Electrical Workers (SCMEW) Annuity and 401(k) Plan will be credited to this Plan if:

(A) You became a Participant in this Plan because of the Jurisdiction change affecting the Plan and the SCMEW Annuity and 401(k) Plans; and

(B) Before becoming a member of the SCMEW Annuity and 401(k) Plans, you were a vested Participant in this Plan.

6.3. EARLY RETIREMENT PENSION

Effective for Plan Years beginning on or after July 1, 1996, if you are a Participant and retire from Covered Employment, you may take early retirement if you have reached age fifty-five (55) and have at least five (5) years of non-forfeited Vesting Service. If you retired on or before June 30, 1996, to take early retirement, you must have had reached age fifty-five (55) and had at least ten (10) years of non-forfeited Vesting Service. To receive benefits, you must complete an application and have it approved by the Board of Trustees.

The monthly amount you receive will be your Accrued Benefit (as of the last day you worked in Covered Employment) multiplied by the following percentage:

Age at Early Retirement	Percentage of Benefit
61	90%
60	85%
59	80%
58	75%
57	70%
56	66.67%
55	66.34%

The above table is used to figure your Pension Benefit only if you choose to retire between Early Retirement Age and Normal Retirement Age. This reduction is made because the total value of your Pension Benefit is expected to be paid out over a longer period of time if payments start at a younger age.

FOR EXAMPLE: If you retire at age sixty-one (61) and your Accrued Benefit is $500 per month, you will receive $450 per month as your Early Retirement Benefit:

$ 500
x .90
$450

If you are absent from active work in Covered Employment or Noncovered Contiguous Employment and later return to such employment, your years of Vesting Service earned before and after your return may be used to figure your Accrued Benefit.

6.4. SPECIAL RULES WHEN YOU REACH AGE 70 1/2 (OR 72)

If you turn seventy and one-half (70 ½) (or age 72, if you were born after June 30, 1949) and continue to work beyond December 31 of that year, you will continue to earn Pension Benefits for each Plan Year in which you continue to work.

However, if you are a five percent (5%) owner, reach age seventy and one-half (70 ½) (or age 72, if you were born after June 30, 1949), and have not yet retired, you will begin to receive your Pension Benefits by April 1 of the Calendar Year following the year you reached age seventy and one-half (70 ½) (or age 72, if you were born after June 30, 1949). After this day, you will not be able to accrue any further benefits.

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SECTION 7 DISABILITY BENEFIT

7.1. ELIGIBILITY FOR DISABILITY BENEFIT

If you become totally and permanently disabled, you may be entitled to receive a Disability Benefit from the Pension Plan. To qualify for this benefit, you must be fully vested, you must not have had a permanent Break in Service, and you must not have had a Severance from Covered Employment since you last worked in Covered Employment.

Unless your disability is due to a terminal illness (as evidenced by certification of a licensed physician), to be considered totally and permanently disabled by the Plan, you must submit an official written determination from the Social Security Administration stating that you suffer from a mental or physical condition that qualifies you for Disability Benefits under the Federal Social Security Act. If your request for a Disability Benefit is based on your terminal illness, you must:

(A) Have a licensed physician provide certification of your terminal illness to the Plan; and

(B) Provide proof, in a form acceptable to the Trustees, that you have submitted an application for social security disability status.

In order to be considered as a disability under this Plan, the disability must not be the result of engaging in a felony.

Other relevant factors may be used by the Trustees in making this determination. If the proof required by the Trustees includes a physical examination by a physician, the examination will be at the Fund's expense. The Trustees may request a medical examination once each Plan Year.

Payments from the Pension Plan will begin on the first day of the month following the latest of:

(A) The date your disability began; or

(B) The date your weekly income benefits under the I.B.E.W. 292 Health Care Plan have been exhausted.

Retroactive payments will be made if evidence of disability is unavailable until after the date the disability began.

Individuals who left Covered Employment prior to the onset of the disability, as determined by the Trustees, will not be eligible for Disability Benefits. Factors that will be considered to determine if you have left Covered Employment include whether you have:

(A) Suffered a Break in Service (see Section 4.7 (Vesting in the Plan: Break in Service));

(B) Accepted other full-time employment;

(C) Failed to sign the Union books indicating availability for work; and

(D) Applied for retiree benefits under the Electrical Workers Local No. 292 Pension Plan.

Effective January 1, 2020, a Disabled Participant receiving a Disability Benefit will be prohibited from working in any Employment.

7.2. MONTHLY DISABILITY BENEFIT

Participants who are awarded Social Security Disability status on or after May 1, 1996, may receive a monthly disability benefit. The monthly benefit amount you receive will be your Accrued Benefit on the last day you worked in Covered Employment before you became disabled or the minimum monthly benefit amount, whichever is greater. There is no reduction in this amount even though payment will begin before your Normal Retirement Date.

Your minimum monthly benefit amount is determined as follows:

(A) If you were awarded disability status between May 1, 1996 and July 31, 1998, your minimum monthly benefit amount is eighteen (18) years times the current annual dollar amount.

(B) If you were awarded disability status between August 1, 1998 and July 31, 1999, your minimum monthly benefit amount is twenty (20) years times the current annual dollar amount.

(C) If you were awarded disability status on or after August 1, 1999, your minimum monthly benefit amount is twenty-five (25) years times the current annual dollar amount.

Note: If you retired before August 1, 1998 and were receiving Disability Benefits from the Plan prior to the date you retired, you will receive a minimum benefit of $640.00 per month.

> **FOR EXAMPLE:** If you were disabled on September 1, 2002, your minimum monthly benefit amount would be: 25 X $35.50 (from the Table under Section 0 (Determination Date Table)), or $887.50 as your minimum monthly Disability Benefit:
>
> $35.50
> x 25
> $887.50
>
> If this amount is greater than your Accrued Benefit, you will receive this amount.

Benefits will be paid as long as you are disabled or until your death. The Pension Plan's Disability Benefits are in addition to Social Security and any other benefits you may receive.

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SECTION 8 FORMS OF DISTRIBUTION

8.1. PAYMENT AND TAXATION OF BENEFITS

Once you are eligible for a Normal, Early, Rule of 85, or Disability Pension, payments will begin on the first day of the month following the latest of:

(A) The last day of the month in which you reach normal retirement, early retirement or disability age and complete the required years of Vesting Service;

(B) The last day of the month in which you terminated Covered Employment; or

(C) Thirty (30) days following the date you complete an application for Pension Benefits.

When you apply to receive a pension and want any taxes withheld, you should notify the Plan Administrator. You should consult with a tax expert to determine your exact tax liability.

8.2. OPTIONAL FORMS OF PENSION

There are several payment options available to you under the Pension Plan. These options are listed below. You should choose the option that best fits your needs.

8.2.1. Single Life Annuity

Under this option, you receive a monthly Pension Benefit for your lifetime. No further payments are made after your death.

8.2.2. Life and Term Certain Annuity (10 Years)

Under this option, a monthly Pension Benefit is payable to you for your lifetime or, if longer, for a predetermined period of months. The amount of the Pension Benefit will be the Actuarial Equivalent of the Single Life Annuity. The predetermined period of months will not extend beyond your life expectancy, as determined on the date of your first monthly Pension Benefit.

If you chose this option, you would receive monthly Pension Benefits for your lifetime even if you live for more than ten (10) years (the predetermine period of months) after the date you first received Pension Benefits. Your Beneficiaries would not receive any Pension Benefits if you lived longer than ten (10) years after the date you first received Pension Benefits. However, if you died five (5) years after you first received Pension Benefits, your Beneficiaries would receive Pension Benefits for the remaining five (5) years of the ten (10)-year term and would not receive any more Pension Benefits after the ten (10)-year term had ended.

When you retire, you will be asked to complete a beneficiary form. You can name one or more persons you wish to receive your Pension Benefit in the event of your death. If you are married or become married, the law requires that you name your spouse as your Beneficiary unless your spouse has consented in writing that she or he understands the effect of your designation of another Beneficiary. This consent must be witnessed by a notary public.

8.2.3. Social Security Leveling Option

If you retire under an Early Retirement Pension or Rule of 85 pension and elect the Single Life Annuity, Life and Term Certain Annuity, or Survivor Annuity option form of benefit, you may also elect to have the monthly annuity payment otherwise payable under your chosen optional form of benefit actuarially adjusted so you receive a larger benefit for each month to and including the month in which you attain age sixty-two (62). You will receive a reduced monthly benefit after you reach age sixty-two (62). The pre-reduction benefit is equal to the sum of the post-reduction benefit plus the amount you would be entitled to receive from Social Security, assuming that you apply for Social Security benefits at age sixty-two (62).

8.2.4. Qualified Joint and Survivor Annuity

If you choose this option, you will receive a fixed-dollar monthly Pension Benefit for your lifetime. Following your death, fifty percent (50%) or one hundred percent (100%) of your Pension Benefit is paid to your spouse monthly for his or her lifetime. If your spouse does not survive you, no benefits will be paid after your death. To be eligible for this option, you and your spouse must have been married for at least one (1) year on the date you receive your first monthly payment or, if earlier, on the date you die.

Under this option, payments will be made to you until the first day of the calendar month after the month in which you die. Your spouse will then begin receiving monthly payments and will continue to receive payments until the first day of the calendar month in which he or she dies.

Your payment option will be automatically converted to a Single Life Annuity if:

(a) You divorce your spouse or your spouse dies;

(b) You chose the QJSA option on or after August 1, 1998; and

(c) Your payments have begun.

However, you may elect to have your payment option converted to a Single Life Annuity or you may continue to receive payments according to the Qualified Joint and Survivor Annuity option if:

(a) You divorce your spouse or your spouse dies;

(b) You chose the QJSA option before August 1, 1998; and

(c) Your payments have begun.

8.2.5. Qualified Optional and Survivor Annuity

You may choose this option if you are married and your benefits commence on or after November 1, 2009. If you choose this option, you will receive reduced annuity payments for your lifetime. Following your death, your spouse will receive a survivor annuity for his or her lifetime in an amount equal to seventy-five percent (75%) of the amount payable during the joint lives of you and your spouse.

Beginning August 13, 2014, if you elect payment of benefits in the form of a Qualified Optional Survivor Annuity (QOSA), the QOSA will be converted to a Single Life Annuity if, after payment of benefits has begun in the QOSA form:

(a) You are predeceased by your joint annuitant spouse; or

(b) Your marriage to your joint annuitant spouse is dissolved by decree of dissolution or divorce.

Payment of the Single Life Annuity benefit will begin on the first day of the first calendar month after the following requirements are satisfied:

(a) You notify the Plan of the death or dissolution;

(b) You provide evidence of the death or dissolution that is acceptable to the Trustees; and

(c) The Plan approves your application for benefits in the Single Life Annuity form.

8.2.6. Direct Rollovers

Under this option, you may be entitled to have your benefits from this Plan paid directly into another qualified retirement plan or individual retirement account (IRA). By doing so, you delay paying taxes on these benefits until you actually receive them. The Plan Administrator will provide you with a further explanation of this option when you apply for your benefits.

For Plan Years beginning on or after May 1, 2010, a non-spousal Beneficiary may elect to have any portion of the lump-sum benefit provided under the Plan paid directly into another qualified retirement plan or IRA.

8.3. FAILURE TO SELECT A FORM OF PENSION

If you do not select a payment option within ninety (90) days before your pension payment is made, your pension will be paid as follows:

(A) <u>If you are single</u>. You will receive monthly payments under the Single Life Annuity option unless an optional form of distribution is made and is elected before your first pension payment is made.

(B) <u>If you are married</u>. You will receive monthly payments under the Qualified Joint and Survivor Annuity option unless you and your spouse consent to another payment option. Your spouse's consent must be in writing, be witnessed by a notary public, and acknowledge the effect of that form of distribution.

8.4. MINIMUM PENSION PAYMENT

If your retirement income benefit when placed in an annuity is less than $100 per month, it may be paid in a lump-sum. If you wish to be paid in a lump-sum because your annuity is less than $100 per month, your spouse must consent in writing. Payment must be made within twelve (12) months after you terminated participation in this Plan.

SECTION 9 SUSPENSION OF BENEFITS

9.1. SUSPENSION OF NORMAL RETIREMENT BENEFITS

The Plan will suspend payment of your monthly Normal Retirement Pension (including benefits paid in the Joint and Survivor Form) for any month in which you worked or were paid for at least forty (40) hours in Disqualifying Employment.

(A) Disqualifying Employment

(1) For purposes of Normal Retirement Pensions, "Disqualifying Employment" means employment or self-employment that is:

i. In an industry covered by the Plan when your pension payments began;

ii. In the geographic area covered by the Plan when your pension payments began; and

iii. In any occupation in which Plan Participants work, including, but not limited to, electrical positions and Alumni Employee positions, but not including inspector positions performing inspections on behalf of a municipal, state, county, or government entity.

Note: "Disqualifying Employment" does not include a teaching position at an accredited school that awards at least an associate of arts degree related to the electrical industry.

(2) "Industry covered by the Plan" means the electrical industry and any other industry in which employees covered by the Plan were employed when Normal Retirement Pension benefits began or would have begun but for the suspension of benefits rules.

(3) The geographic area covered by the Plan is the State of Minnesota plus the remainder of any Standard Metropolitan Statistical Area that falls partially within the State of Minnesota. This geographic area may be changed by negotiation in the future of collective bargaining agreements requiring Contributions to be made to this Plan.

(4) If you re-enter Disqualifying Employment to an extent sufficient to cause a suspension of benefits and your pension payments are subsequently resumed, the industry and geographic area covered by the Plan "when your pension payments began" is the industry and geographic area covered by the Plan when your pension is resumed.

(B) Paid Non-Work Time

Paid non-work time is counted toward the forty (40) hours limit if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. However, time compensated under worker's compensation or temporary disability benefits law is not counted.

(C) <u>Exceptions for Employment Performed During Certain Periods</u>

(1) *August 1, 2001 through December 31, 2001*. You will not be considered to be employed in Disqualifying Employment if:

i. You retired and started receiving a retirement benefit on or before July 1, 2000;

ii. You are credited with contributions for work in Covered Employment for the equivalent of no more than five hundred sixty and one-half (560½) hours during the period August 1, 2001 through December 31, 2001; and

iii. The Union referred you to the Covered Employment.

(2) *June 1, 2015 through December 31, 2020*. You will not be considered to be employed in Disqualifying Employment if:

i. You retired and started receiving a retirement benefit on or before December 31, 2014;

ii. You are credited with contributions for work in Covered Employment for the equivalent of no more than six hundred (600) hours during the period of:

a. June 1, 2015 through December 31, 2015 if the Participant is retired and commenced receiving a retirement benefit on or before December 31, 2014;

b. June 1, 2016, through December 31, 2016 if the Participant is retired and commenced receiving a retirement benefit on or before December 31, 2015;

c. May 1, 2017 through December 31, 2017 if the Participant is retired and commenced receiving a retirement benefit on or before December 31, 2016;

d. April 1, 2018 through December 31, 2018 if the Participant is retired and commenced receiving a retirement benefit on or before December 31, 2017;

e. April 1, 2019 through December 31, 2019 if the Participant is retired and commenced receiving a retirement benefit on or before December 31, 2018; or

f. June 1, 2020 through December 31, 2020 if the Participant is retired and commenced receiving a retirement benefit on or before December 31, 2019.

9.2. SUSPENSION OF EARLY RETIREMENT PENSIONS – BENEFITS ACCRUED ON OR AFTER MARCH 1, 2011

(A) The Plan will suspend payment of your monthly Early Retirement Pension (including benefits paid in the Joint and Survivor Annuity Form) for any month in which you work or are paid for any Disqualifying Employment.

(B) For purposes of Early Retirement Pensions, "Disqualifying Employment" occurs when you work or perform services in any capacity, whether paid or unpaid, as an employee, a self-employed individual, an advisor, an authorized signor of work, or a supervising or management employee anywhere in the United States in the industry or industries covered by the International Brotherhood of Electrical Workers, AFL-CIO collective bargaining agreements. Disqualifying Employment includes, but is not limited to:

(1) Work in the occupation in which you were employed while you were a Participant under the Plan;

(2) Work at any employment where the tools of the electrical trade would be used;

(3) Work described in any Contribution Agreement;

(4) Work for any electrical company or contractor or a company providing electrical services;

(5) Work for a company or contractor as a responsible master electrician of record or as the holder of a master electrician's license whether as a paid or unpaid employee, consultant, or supervisor of unlicensed individuals or maintenance electricians;

(6) Post-secondary teaching or instructing that involves the electrical industry or trades unless performed at an accredited school that awards at least an associate of arts degree related to the electrical industry;

(7) Consulting or managing work on projects in the electrical industry or trade;

(8) Electrical inspector positions, except when the inspection is performed on behalf of a municipal, state, county, or government entity;

(9) Estimator positions; and

(10) Any other paid or unpaid employment that involves either the use of the tools or skills learned while working in the trade or the electrical industries.

9.3. SUSPENSION OF EARLY RETIREMENT PENSIONS – BENEFITS ACCRUED PRIOR TO MARCH 1, 2011)

The suspension of benefits provisions set forth in Section 9.1 above for Normal Retirement Benefits will apply to all Early Retirement Benefit and Unreduced Early Retirement Benefit payments.

9.4. NOTICES AND PROCEDURES FOR SUSPENSION OF BENEFITS

(A) Notification to the Plan

(1) If you are receiving monthly retirement benefits, you must notify the Plan Administrator in writing within thirty (30) days after starting any work of a type that is or may be Disqualifying Employment. This notification must be provided regardless of the number of hours worked.

(2) The notice must inform the Plan of the name and address of the employer, the name and address of the place of employment (if different from the employer's name and address), your job classification, the duties you will perform, the businesses in which the employer is engaged, and the products in which the employer deals.

(3) If you have failed to give the notice required above and have worked in Disqualifying Employment in any month, the Trustees will presume that you have worked in Disqualifying Employment in that month and any subsequent month before you provide them notice that you have ceased Disqualifying Employment. You may overcome these presumptions by demonstrating to the satisfaction of the Trustees that they are not correct and that benefits should not actually be suspended under the rules of the Plan.

(4) If your benefits have been suspended, you must notify the Plan Administrator when Disqualifying Employment has ended. The Plan will not resume your benefit payments until that notice is received.

(B) Notifications from the Plan

(1) Upon commencement of pension payments, the Trustees will notify you of the Plan rules governing suspension of benefits, including identity of the industries and geographical area covered by the Plan. If benefits have been suspended and payment resumed, the Trustees will notify you of the Plan rules governing suspension of benefits only if there has been a material change in the suspension rules or the industries or area covered by the Plan.

(2) You will be advised in writing by personal delivery or first class mail during the first calendar month in which your monthly benefit payment is suspended that your benefits have been suspended. That notice will include the suspension of benefits rules, the requirements for resuming benefit payments, references to applicable regulations of the U.S. Department of Labor, and information regarding whether any offset will be taken from future benefit payments to account for benefits that could have been previously suspended but were not. This notice will also describe your right to have the suspension decision reviewed.

(3) The Plan will notify you at least once each Plan Year of the notification requirements and presumptions contained in the suspension of benefit rules.

(C) Review

(1) You will be entitled to a review of a determination suspending benefits if you file a written request with the Trustees within one hundred eighty (180) days of the date of notice of suspension.

(2) The same right and terms of review will apply to a determination by or on behalf of the Trustees that any contemplated employment will be Disqualifying Employment.

(D) Waiver of Suspension

The Trustees may, upon their own motion or upon your request, waive a suspension of benefits, subject to any limitations established by the Trustees, including any limitations based on noncompliance with these reporting requirements.

(E) Questions Regarding Rules and Procedures

You should contact the Plan Administrator if you have any questions regarding these rules. The Plan Administrator can even help you determine whether certain types of future employment will be considered Disqualifying Employment.

To request whether future employment is Disqualifying Employment, you must provide the Plan Administrator a written request for a determination. The written request must include the following information:

(1) The name and address of the employer;

(2) The address of the place of employment (if different than the address above);

(3) Your job classification;

(4) A formal job description or, if a formal job description is not available, sufficient information regarding the duties you will perform to permit the Trustees in their discretion to determine the nature of the specific employment you are considering;

(5) The businesses in which the employer is engaged; and

(6) The products in which the employer deals.

Again, the Plan will only make a determination if you provide enough specific information for the Trustees to reasonably conclude whether the employment is or is not Disqualifying Employment.

9.5. RESUMPTION OF RETIREMENT BENEFITS AND OVERPAYMENTS

After the Plan has received notice from you that you are no longer working in Disqualifying Employment, it will resume benefit payments for the months following such employment. Payments will be resumed no later than the first day of the third month after the last calendar month for which the benefit was suspended, provided you notified the Plan that you are no longer working in Disqualifying Employment.

Overpayments attributable to payments for any month or months for which you engaged in Disqualifying Employment will be deducted from pension payments otherwise paid or payable subsequent to the period of suspension of benefits. A deduction from a monthly benefit will not exceed twenty-five percent (25%) of the pension amount (before deduction), except that the Plan may withhold up to one hundred percent (100%) of the first pension payment made upon resumption after a suspension of benefits. If you die before recoupment of overpayments has been completed, deductions will be made from the benefits payable to your Beneficiaries or spouse receiving a pension subject to the twenty-five percent (25%) limitation on the rate of deduction.

9.6. BENEFIT PAYMENTS FOLLOWING SUSPENSION

(A) If you return to employment with a contributing Employer, upon resumption of benefit payments, the Plan will recompute your pension amount. The recomputed pension amount will be equal to the sum of:

(1) The monthly pension amount you were previously receiving; plus

(2) The monthly pension amount derived from all additional Employer Contributions paid or payable to the Fund for the period of re-employment, applying the applicable benefit calculation formulas and reduction factors contained elsewhere in this SPD.

(B) This recomputed benefit will be paid as of the first day of the first Plan Year following re-retirement.

(C) The amount determined under this Section will be adjusted for the joint and survivor benefit or any other optional form of benefit in accordance with which your or your Beneficiaries' benefits are payable.

(D) A joint and survivor benefit in effect immediately prior to suspension of benefits and any other benefit following your death will remain effective for all benefits payable following suspension of benefits.

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SECTION 10 SURVIVOR BENEFITS

Your survivors are entitled to certain benefits should you die before or after your pension payments begin.

10.1. IF DEATH OCCURS BEFORE RETIREMENT BENEFITS BEGIN

If you are fully vested, have been married for the twelve (12) consecutive month period immediately preceding your death, and die before your retirement begins, your spouse is entitled to the greater of the following benefits:

(A) Qualified Preretirement Survivor Annuity; or

(B) The return of contribution lump-sum amount.

If you are not married and your children meet certain conditions, they are entitled to the return of the contribution lump-sum amount.

These two options and your Beneficiaries' pay-out methods are described below.

10.1.1. Qualified Preretirement Survivor Annuity

The amount of your spouse's Pension Benefit is equal to fifty percent (50%) of the amount you would have received during your life, based on the fifty percent (50%) joint and survivor calculation. Your spouse is entitled to receive the Pension Benefits in the form of a monthly annuity beginning on the earliest date you would have been entitled to receive a pension if you had not died. Your spouse is entitled to receive this benefit if:

(a) You had not started to receive any Pension Benefits;

(b) You were married on the date of your death and had been married for the twelve (12) consecutive month period immediately preceding your death; and

(c) You were entitled to a Vested Pension immediately before your death.

10.1.2. Return of Contribution Lump-Sum Amount

Your spouse or your dependent children (if you are not married) may be eligible for the return of contribution lump-sum death benefit if all of the following conditions are met:

(a) You were married on the date of your death and had been married for one continuous year prior to your death, or you were not survived by a spouse but were survived by one or more legitimate or legally-adopted children who were, at the time of your death, under the age of twenty-three (23);

(b) You had not had a Break in Service since you last actively performed services in Covered Employment;

(c) You had completed at least ten (10) years of Benefit Service since you became a Participant or since your most recent permanent Break in Service;

(d) You had not yet begun to receive any payment of any retirement benefits under the Plan; and

(e) Your spouse irrevocably waived his or her right to receive benefits in any other form available under this Plan.

10.1.3. Pay-Out Methods

If your spouse is eligible for *either* the fifty percent (50%) or one hundred percent (100%) joint and survivor or the return of contribution lump-sum amount, he or she may select one of the following pay-out methods:

(a) An annuity (payments made monthly) beginning immediately;

(b) An annuity beginning on what would have been your Earliest Retirement Date; or

(c) A lump-sum amount immediately.

The Plan will calculate these amounts for your spouse, and he or she can choose the one that best fits his or her needs. Your spouse should talk to a qualified tax advisor before making his or her selection.

Your children will receive a return of contributions lump-sum benefit, which will be divided equally among such children, if you.

(a) Were not married;

(b) Had children under age twenty-three (23);

(c) Had ten (10) years of Benefit Service;

(d) Had not suffered a permanent Break in Service or severed Covered Employment; and

(e) Had not received any retirement benefits from this Plan,

10.2. IF DEATH OCCURS AFTER RETIREMENT BENEFITS BEGIN

Two forms of Pension Benefits are available to your survivors: continued installments and lump-sum benefit.

(A) Continued Installments. If you selected either a survivor annuity or a Qualified Joint and Survivor Annuity, payments will continue to your joint annuitant after your death. If you chose a Life and Term Certain Annuity, your Beneficiaries will receive the balance of pension payments provided they were not exhausted upon your death.

(B) Lump-sum Benefit. If you and your spouse were married for twelve (12) continuous months before your death and you had at least ten (10) years of Benefit Service, your spouse will receive a $2,500 lump-sum benefit plus any continued installments explained above.

If you were not married, had children under age twenty-three (23), and had at least ten (10) years of Benefit Service at the time of your death, your children will receive a $2,500 lump-sum benefit. This $2,500 payment will be divided equally among the children.

Beginning August 21, 1996, your survivor(s) will have to pay income taxes on this $2,500 benefit.

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SECTION 11 PLAN INFORMATION

11.1. PARTICIPANT RESPONSIBILITIES

Most information about this Plan is sent to you by mail. To ensure you receive this information, we need your correct address on file at all times. If you move, call the Plan Administrator, and let us know your new address.

If you are married, or become married, the law requires that you name your spouse as your Beneficiary unless your spouse has consented in writing that she or he understands the effect of your designation of another Beneficiary. This consent must be witnessed by a notary public.

If your marital status changes or there are other changes in your personal life that affect your choice of Beneficiaries, contact the Plan Administrator. You may change your Beneficiaries at any time by completing a beneficiary change form at the Plan Administrator. A designation that names a person as a beneficiary and states that the person is your spouse will automatically become ineffective upon legal dissolution of your marriage to that person.

11.2. ASSIGNMENT OF BENEFIT AND QUALIFIED DOMESTIC RELATIONS ORDERS

Generally, your benefits may not be assigned or alienated. In other words, your funds in the Plan may not be sold, used as collateral for a loan, given away, or transferred. In addition, your creditors typically may not attach, garnish, or secure funds from your account.

An exception to this general rule is a Qualified Domestic Relations Order ("QDRO"), which is a decree or court order that obligates you to pay child support or alimony. This court order may assign part or all of your benefits to be paid to your spouse, former spouse, or dependent child. The Plan will not honor a QDRO until it determines that it meets all legal requirements. If the court order is valid and legal requirements are met, the Plan Administrator is required by law to recognize the obligations in the QDRO.

The Plan Administrator has sample language for QDROs. You may call or write the Plan Administrator to obtain a copy of this document or a copy of the Plan's procedures for determining whether a domestic relation order is qualified.

11.3. APPLYING FOR BENEFITS

You, your surviving spouse or your Beneficiaries must apply for benefits from the Pension Plan before they will be paid. An application form is available from the Plan Administrator. The completed application form and all necessary documents must be delivered to the Plan Administrator and be approved by the Trustees before any benefits are paid.

11.4. FILING A CLAIM

If you believe you are entitled to benefits from the Plan or if you disagree with any decision that has been made, you may file a claim with the Trustees. Your claim must be in writing and must be delivered to the Plan Administrator.

Within ninety (90) days after receiving a completed application for a benefit other than a Disability Benefit, the Plan will notify you of the claim decision or will inform you that a ninety (90) day extension of the claim decision is required because of special circumstances and include a description of the circumstances and expected decision date.

Within forty-five (45) days after receiving a completed application for a Disability Benefit, the Plan will notify you of the claim decision or will inform you that a thirty (30) day extension of the claim decision is required due to matters beyond the Plan's control and include a description of the circumstances and expected decision date. Within any such extension period, the Plan will notify you of the claim decision or that an additional thirty (30) day extension of the claim decision is required if the Plan needs additional information from you. Any such extension will explain the standards required for receiving the benefit, the unresolved issue, and that you have forty-five (45) days to provide any specified information the Plan needs.

If your claim is denied, you will receive a letter explaining the reasons for denial, the Plan provisions on which the denial is based, any additional information needed from you, and the reason such information is needed. You may request an appeal of your denied claim at this time.

11.5. APPEALING A DENIED CLAIM

In general, your request for a review must be in writing and must be delivered to the Trustees within sixty (60) days after you receive the letter that your claim was denied or, in the case of a claim for Disability Benefits, 180 days. However, extended appeal timelines may apply in certain temporary circumstances, pursuant to guidance provided by the U.S. Department of Labor, the Internal Revenue Service, and/or the U.S. Department of the Treasury. Please contact the Plan Administrator at (763) 493-8830 with any questions.

Your request for review may include any additional information that you feel may change the Trustee's decision to deny the claim. You may request a copy of all pertinent Plan documents at this time.

The review will be conducted by an Appeals Committee or, if none has been appointed, by the Trustees. The Appeals Committee will review the appeal at its next regularly scheduled meeting after the Plan Administrator receives the appeal. However, if the Plan Administrator receives the appeal within thirty (30) days of that meeting, the Appeals Committee will review the appeal at the second regularly scheduled Committee meeting. Once the Appeals Committee reviews the appeal, the Plan will notify you of the decision within five (5) days, explain the decision, list the specific reasons for the decision, and provide references to the Plan provisions on which the decision is based.

You may have an attorney act on your behalf, but the Trustees reserve the right to require a written authorization.

In the event of your death, your Beneficiaries may file a claim in the same way explained above.

11.6. AMENDMENT AND TERMINATION

The Trustees have the right to amend the Plan at any time. However, in no event will any amendment:

(A) Authorize or permit any part of the Plan's assets to be used for purposes other than the exclusive benefit of the members or their Beneficiaries or paying reasonable expenses to operate the Plan;

(B) Decrease a Participant's benefit, except in unusual circumstances; or

(C) Cause any part of the Plan's assets to revert to the contributing Employers or to the Union.

The Trustees also have the right to terminate the Plan at any time.

11.7. PLAN NAME

The name of the Plan is the Electrical Workers Local No. 292 Pension Plan.

11.8. PLAN NUMBER

The number assigned to this Plan by the Trustees is 001. The Internal Revenue Service and Department of Labor identify this Plan by its name and the number 41-6035616-001.

11.9. TYPE OF PLAN

This Plan is known as a defined benefit pension plan.

11.10. TYPE OF ADMINISTRATION

The Pension Plan is administered by the Board of Trustees. You may contact the Trustees at:

Board of Trustees
Electrical Workers Local No. 292 Pension Plan
6900 Wedgwood Road North, Suite 425
Maple Grove, MN 55311
Business Phone: (763) 493-8830

11.11. SERVICE OF LEGAL PROCESS

The name and address of the agent who the Trustees have appointed for service of legal process is:

Carla Gruetzmacher, Plan Administrator
IBEW 292 Benefit Plans
6900 Wedgwood Road North, Suite 425
Maple Grove, MN 55311

Service of legal process also may be made upon any of the Trustees.

11.12. UNION AND ASSOCIATION

The names, addresses, and telephone numbers of the Union and the Association are:

Local Union 292
International Brotherhood of Electrical Workers, AFL-CIO
6700 West Broadway Avenue
Brooklyn Park, MN 55428
Telephone: (612) 379-1292

Minneapolis Chapter
National Electrical Contractors Association, Inc.
600 Highway 169 South, Suite 640
St. Louis Park, MN 55426
Telephone: (952) 591-1800

11.13. PBGC INSURANCE

Your Pension Benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation ("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, the 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 the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's year of service multiplied by the following:

(A) 100% of the first $11 of the monthly benefit accrual rate; and

(B) 75% of the next $33.

The PBGC's maximum guarantee limit is $35.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with thirty (30) years of service would be $12,870.

The PBGC guarantee generally covers the following:

(A) Normal and early retirement benefits;

(B) Disability benefits if you become disabled before the plan becomes insolvent: and

(C) Certain benefits for your survivors.

(D) The PBGC guarantee generally does not cover the following:

Benefits greater than the maximum guaranteed amount set by law;

(A) Benefit increases and new benefits based on Plan provisions that have been in place for fewer than five (5) years measured from the earlier of:

    (1) The date the Plan terminates; or

    (2) The time the plan becomes insolvent.

(B) Benefits that are not vested because you have not worked long enough;

(C) Benefits for which you have not met all of the requirements by the time the plan becomes insolvent; and

(D) Non-Pension Benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, contact the Plan Administrator or contact the PBGC at the below address.

Technical Assistance Division
1200 K Street Northwest, Suite 930
Washington, D.C. 20005-4026
Telephone: (202) 326-4000

TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website, http://www.pbgc.gov.

11.14. PLAN YEAR

The Plan Year is a twelve (12) month period beginning May 1 and ending the following April 30.

11.15. CONTRIBUTING EMPLOYERS

The names of the Employers contributing to this Plan are available to members and their Beneficiaries at any time by simply writing to the Trustees.

If you and your Beneficiaries would like to know if an Employer or employee organization is a contributor to the Plan, you may request that information in writing from the Trustees.

11.16. COLLECTIVE BARGAINING AGREEMENT

Contributions to the Plan are made based on collective bargaining agreements. Copies of those agreements may be obtained from the Trustees upon written request and are available for review in the office of the Trustees and the Union.

11.17. PLAN ASSETS AND MANAGEMENT

The Plan assets are held in a trust fund administered by the Board of Trustees. The Trustees are responsible for the investments of the Fund, selection of an investment manager(s) for the trust, and payment of Plan benefits. The Trustees have contracted with Union Bank & Trust Company, Minneapolis, Minnesota 55414, to be custodian of the trust fund. Several investment managers assist the Trustees in the investment of the Plan's assets.

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SECTION 12 DEFINITIONS

The following are definitions applicable to the Electrical Workers Local No. 292 Pension Plan. If these definitions conflict in any way with the Electrical Workers Local No. 292 Pension Plan Document, you should consider the Plan Document as correct. If you have any questions about these definitions, please contact the Plan Administrator.

12.1. ACCRUED BENEFIT

"Accrued Benefit" means the monthly amount of retirement income determined for a Participant in the form of a Single Life Annuity beginning on the first day of the calendar month following a Participant's Normal Retirement Date. The monthly amount of retirement income is based on whether or not you have had a permanent Break in Service, separate periods of Benefit Service, contributions made to the Plan on your behalf during the period from May 21, 1953, to April 30, 1963, past service credit, and related industry employment. Please see SECTION 5 (Accrued Benefits), for more information about Accrued Benefits. **ACTUARIALLY EQUIVALENT**

"Actuarially Equivalent" means benefit of equivalent value computed on the basis of actuarial tables, factors, and assumptions set forth in the Electrical Workers Local No. 292 Plan Document.

12.3. ACTUARY

"Actuary" means a corporation, firm, or individual selected by the Trustees that has on its staff one more actuaries who are enrolled with the Joint Board for the Enrollment of Actuaries. The Trustees reserve the right to retain the Actuary and to change the Actuary at any time and from time to time.

12.4. ASSOCIATION

"Association" means the Minneapolis Chapter, National Electrical Contractors Association, Inc.

12.5. BENEFICIARIES

"Beneficiaries" (or "Beneficiary") means the person or persons you designate in writing (or whom the Plan automatically designates) to receive any unpaid benefits owed by the Plan at the time of your death.

12.6. BENEFIT SERVICE

"Benefit Service" means a measure of a Participant's service with contributing Employers as a Covered Employee if the service is:

(A) Considered Covered Employment: and

(B) Performed on or after May 1, 1963.

If you become disabled, you will be credited with one week of Benefit Service for each week you are disabled and receiving disability payments from the I.B.E.W. 292 Health Care Plan or for each week you are receiving payments from workers' compensation. In your lifetime, the maximum number of Benefit Service credits you can receive is two (2) years.

Other elements may affect your benefit, including:

(A) Your Normal Retirement Date;

(B) Whether or not you have had military service;

(C) Whether you have transferred in or out of the Plan;

(D) Whether you have had a lump-sum distribution; and

(E) The Benefit Rule of Parity.

Please see SECTION 3 (Acquiring Benefit Service) for more information.

12.7. BREAK IN SERVICE OR ONE YEAR BREAK IN SERVICE

A Break in Service only applies if you are not vested in the Plan. If you are not vested and do not earn at least 425 hours of Benefit Service in Covered Employment in any Plan Year, you will experience a break-in-service year. Absences due to an Employee's pregnancy or birth or adoption of a child of an Employee are not considered in the calculation of a Break in Service. Please see Section 4.7 (Break in Service) for more information.

12.8. BRIDGE YEAR

"Bridge Year" means any Plan Year in which you accumulated 1,200 or more Hours of Service in Covered Employment. An Interruption will be bridged if, as of the date the Accrued Benefit is determined, you had more Bridge Years following an Interruption than Interruption Years.

12.9. CALENDAR YEAR

"Calendar Year" means the twelve (12) month period starting January 1 of any year and ending December 31 of that year.

12.10. COLLECTIVE BARGAINING AGREEMENT

"Collective Bargaining Agreement" means the negotiated agreement (also called a "Labor Agreement") between a union and an Employer requiring the Employer to make contributions to the Fund on behalf of its employees.

12.11. COLLECTIVELY BARGAINED EMPLOYEE

"Collectively Bargained Employee" means an Employee who is covered by an agreement that the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one or more Employers. Retirement benefits must be the subject of good faith bargaining between Employee representatives and an Employer or Employers. Any Employee is a Collectively Bargained Employee regardless of whether the Employee benefits under any plan of the Employer.

12.12. COMPENSATION

"Compensation" means the total amount paid or made available by the Employer to or for a Participant for a Plan Year. For Plan Years beginning on or after January 1, 1994, the annual Compensation taken into account under this Plan cannot exceed the OBRA '93 annual compensation limit, as adjusted for increases in the cost of living in accordance with Section 401(1)(17)(B) of the Internal Revenue Code. This limit was $245,000 beginning January 1, 2009. Other limits in Compensation may apply. If you have any concerns in this area, please contact the Plan Administrator.

12.13. CONTRIBUTION AGREEMENT

"Contribution Agreement" means a written agreement detailing how various participating parties make contributions to the Plan.

12.14. COVERED EMPLOYEE

"Covered Employee" means an Employee for whom a Contributing Employer is required to contribute to the Plan under a Contribution Agreement.

12.15. COVERED EMPLOYER

See the definition of Employer.

12.16. COVERED EMPLOYMENT

"Covered Employment" means work performed by a Covered Employee for a Covered Employer.

12.17. DIRECT ROLLOVER

This is one of several payment options available under this Plan. With this option, you may be entitled to have your benefits from this Plan paid directly into another qualified retirement plan or individual retirement account ("IRA").

12.18. DISABILITY, DISABLED

"Disability" or "disabled" means an official written determination by the Social Security Administration that you suffer from a mental or physical condition that qualifies you for Disability Benefits under the federal Social Security Act.

12.19. DISABILITY BENEFIT

"Disability Benefit" means the annuity benefit described in the SECTION 7 (Disability Benefit).

12.20. DISQUALIFYING EMPLOYMENT

"Disqualifying Employment" means reemployment by an Employer in Covered Employment after you have retired.

12.21. EARLIEST RETIREMENT DATE

"Earliest Retirement Date" means the last day of the calendar month in which you have obtained both the age of fifty-five (55) and completed at least ten (10) years of Vesting Service or, if earlier, the date upon which you have obtained the age of sixty-five (65) without regard to the number of years of your Benefit Service.

12.22. EARLY RETIREMENT PENSION

"Early Retirement Pension" means the annuity Pension Benefit described in Section 6.3 (Early Retirement Pension).

12.23. ELIGIBILITY SERVICE

If you complete 850 or more Hours of Service in a Plan Year, you are credited with one (1) year of Eligibility Service. Eligibility Service is subject to rules in SECTION 2 (Eligibility and Participation).

12.24. EMPLOYEE

"Employee" means an individual whose Employer is a party to a contribution agreement without regard to whether:

(A) The Employer was required to make contributions to the Plan under a contribution agreement for that individual; or

(B) The contribution agreement continues to be in effect.

12.25. EMPLOYER OR COVERED EMPLOYER

"Employer" or "Covered Employer" means:

(A) Any person, firm, Association, partnership, or corporation that is required to make contributions to this Plan pursuant to a contribution agreement; and

(B) The Union and the Plan for the limited purpose of paying Employer Contributions to the Plan for the benefit of their Employees.

12.26. EMPLOYER CONTRIBUTION

"Employer Contribution" means the payment that is made by an Employer to the Fund in support of the Plan and is made according to a contribution agreement.

12.27. FUND OR TRUST FUND

"Fund" or "Trust Fund" means the Electrical Workers Local No. 292 Pension Plan.

12.28. HOURS OF SERVICE

"Hours of Service" means the number of hours for which an employee is paid, or entitled to payment, by an Employer for the performance of duties. Hours of Services also include each hour for which an Employee is paid, or entitled to payment, by a contributing Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), lay-off, jury duty, military duty or leave of absence. Hours under the preceding sentence will be calculated and credited pursuant to section 2530.200b-2 of the Department of Labor Regulations. Performance of duties may be either in Covered Employment or Noncovered Contiguous Employment and may include hours for which back pay is awarded or agreed to by an Employer.

12.29. INTERRUPTION

"Interruption" means a period of one (1) or more consecutive Interruption Years.

12.30. INTERRUPTION YEAR

"Interruption Year" means any Plan Year in which a Participant fails to complete a minimum of 425 Hours of Service in Covered Employment.

12.31. JURISDICTION

"Jurisdiction" means the combination of the geographical area and the job classifications that are subject to the collective bargaining agreement between the Union and the Association (or Employer) at the time in question. You must be both in a geographical area and in a job classification as stated in the collective bargaining agreement in order to be considered working within the Jurisdiction.

12.32. LIFE AND TERM CERTAIN ANNUITY (10 YEARS)

"Life and Term Certain Annuity (10 Years)" is one of several pension payment options available under this Plan. Under this option, a monthly Pension Benefit is payable to you for your lifetime or, if longer, for a predetermined period of months. The amount of the Pension Benefit will be the Actuarial Equivalent of the Single Life Annuity. The predetermined period of months will not extend beyond your life expectancy, as determined on the date of your first monthly Pension Benefit.

12.33. NONCOVERED CONTIGUOUS EMPLOYMENT

"Noncovered Contiguous Employment" means the service of a Noncovered Employee to an Employer that:

(A) Is not subject to a contribution agreement requiring contributions to be paid to the Plan;

(B) Is contiguous with Covered Employment with the same Employer, whether or not it preceded or followed that Covered Employment;

(C) Is reported to the Plan by the Employer in a timely manner with reports acceptable to the Trustees; and

(D) Is work for which the Employee is compensated by the Employer or is entitled to Compensation from the Employer.

For example, if you stop working as an estimator and then immediately begin working as a wire person for the same Employer, your employment is considered covered Contiguous Employment.

However, if you stop working in the field and then immediately begin working in the office, this is considered Noncovered, Contiguous Employment.

12.34. NONCOVERED EMPLOYEE

"Noncovered Employee" means an Employee who is engaged in Noncovered Employment.

12.35. NONCOVERED EMPLOYMENT

"Noncovered Employment" means all employment with any Employer that is not Covered Employment including, but not limited to, Noncovered Contiguous Employment.

12.36. NORMAL RETIREMENT AGE

If you retired or will retire and have worked one (1) Hour of Service after December 31, 1987, your Normal Retirement Age is the earlier of:

(A) The date you reach age sixty-two (62) and have ten (10) or more years of Benefit Service; or

(B) The later of:

    (1) The date you reach age sixty-five (65); or

    (2) Your fifth anniversary after you became a Participant in the Plan.

12.37. NORMAL RETIREMENT DATE

"Normal Retirement Date" means the last day of the calendar month in which you reach your Normal Retirement Age.

12.38. NORMAL RETIREMENT PENSION

"Normal Retirement Pension" means the annuity pension described in Section 6.1 (Normal Retirement Pension).

12.39. PARTICIPANT

"Participant" means an Employee who has met all of the conditions necessary to become a Participant in the Plan. Once these conditions have been met, you may continue to be a Participant as long as either:

(A) An Accrued Benefit continues to be payable; or

(B) You have not had a permanent Break in Service.

12.40. PENSION BENEFIT

"Pension Benefit" means the benefit you receive as a pension once you retire while a Participant in this Plan. You may select a Normal Retirement Pension, a Rule of 85 Pension or, an Early Retirement Pension.

12.41. PLAN

"Plan" means the tax-qualified defined benefit pension plan established by the Union, Association, and Trustees for the benefit of eligible employees. The official name of the Plan is the Electrical Workers Local No. 292 Pension Plan but may also be referred to as "the Plan" the "Pension Plan", "IBEW Local 292 Pension Plan", and other combinations.

12.42. PLAN YEAR

"Plan Year" means the twelve (12) consecutive month period beginning on May 1 and ending on the following April 30.

12.43. QUALIFIED JOINT AND SURVIVOR ANNUITY

"Qualified Joint and Survivor Annuity" means a form of annuity payable monthly to and for the lifetime of the Participant with a survivor annuity payable monthly after the death of the Participant to and for the lifetime of the spouse of the Participant in an amount equal to fifty percent (50%) of the amount payable during the joint lives of the Participant and his or her spouse. The value of the amounts payable to the Participant and the spouse is the Actuarially Equivalent of the amounts payable to the Participant in a Single Life Annuity.

12.44. QUALIFIED OPTIONAL AND SURVIVOR ANNUITY

When a Participant waives a Qualified Joint and Survivor Annuity, they may elect to have a Qualified Optional Survivor Annuity. The amount paid to the surviving spouse under a Qualified Optional and Survivor Annuity is equal to seventy-five percent (75%) or one-hundred percent (100%) of the amount payable during the joint lives of the Participant and the spouse.

12.45. QUALIFIED PRERETIREMENT SURVIVOR ANNUITY

"Qualified Preretirement Survivor Annuity" means a form of annuity paid monthly to the spouse of a Participant who has died before retirement began. The amount of the annuity is equal to fifty percent (50%) of the amount the Participant would have received during his or her life based on the fifty percent (50%) joint and survivor calculation.

12.46. RESUMPTION OF EMPLOYMENT AFTER RETIREMENT

If you resume working after you retire, special rules apply to your benefits under this Plan. Please see SECTION 9 (Resumption of Employment after Retirement) for more information.

12.47. RULE OF 85 RETIREMENT PENSION

"Rule of 85 Retirement Pension" means the annuity pension described in Section 6.2 (Rule of 85 Retirement Pension).

12.48. SEVERANCE FROM COVERED EMPLOYMENT

When a Participant totally and permanently severs himself or herself from Covered Employment within the Jurisdiction. Factors the Trustees may consider in determining whether you intend to totally and permanently discontinue active service include:

(A) Your acceptance of other full-time employment inconsistent with a return to Covered Employment;

(B) Whether you have had a Break in Service;

(C) Whether you have not signed any of the Union books indicating that you are available for work;

(D) Your application for or acceptance of retirement benefits under the IBEW 292 Health Care Plan;

(E) Your expression of intention by applying for benefits or other correspondence to the Trustees; and

(F) Your status with regard to Social Security retirement and Disability Benefits.

The date of a Break in Service will be the later of either the date of delivery of an application of benefits or the date specified in an application of benefits.

12.49. SINGLE LIFE ANNUITY "Single Life Annuity" means a pension payment option most often used by single Participants. It is an annuity payable monthly on the first day of the calendar month to and for the lifetime of the payee (i.e., the annuitant).

12.50. SOCIAL SECURITY LEVELING OPTION

The Social Security Leveling Option is available if you retire from active service between the ages of fifty-five (55) and sixty-two (62) and wish to start your pension. Under this option, Pension Benefits are adjusted so that your total income is consistent before and after receiving Social Security benefits at age sixty-two (62). Once you have elected your desired form of benefit (Single Life Annuity, Term Certain Annuity, or Survivor Annuity), and if you select the Social Security Leveling Option, your benefit will be divided so that you receive an increased Pension Benefit payable before age sixty-two (62), and a permanently reduced Pension Benefit payable after that date, so that your total income will be approximately the same before and after the start of Social Security payments.

12.51. SUMMARY PLAN DESCRIPTION (SPD)

An SPD provides you with an easy-to-understand summary of the Plan Document. The Plan Document is a description of the Electrical Workers Local No. 292 Pension Plan written in detailed legal language. If any information in this summary is unclear or incorrect, the provisions of the Plan Document will govern.

12.52. TOTALLY DISABLED OR TOTAL DISABILITY

See Disability, Disabled.

12.53. TRUST AGREEMENT

"Trust Agreement" means the agreement entitled "Trust Agreement, Electrical Workers Local No. 292 Pension Plan (1982 Restatement)", dated May 1, 1982 and entered into by and between the Union, the Association, and six (6) individuals as Trustees. The Trust Agreement may be amended and restated from time to time.

12.54. TRUSTEES

"Trustees" means the individuals responsible for the operation of the Electrical Workers Local No. 292 Pension Plan according to the terms of the Trust Agreement, such Trustees' successors, Trustees appointed by the Association are Management Trustees, and Trustees appointed by the Union are Labor Trustees.

12.55. UNION

"Union" means Local Union No. 292 of the International Brotherhood of Electrical Workers, AFL-CIO.

12.56. VESTED PENSION

The pension (annuity) benefit described in SECTION 6 (Pension Benefit). Vesting in the Plan is described in SECTION 4 (VESTING IN THE PLAN).

12.57. VESTING SERVICE

"Vesting Service" means the number of years of an employee's service with a participating Employer in which the employee has completed 850 or more Hours of Service. Vesting service is subject to rules included in SECTION 4 (VESTING IN THE PLAN).

12.58. YOU OR YOUR

"You" or "Your" refers to the eligible employee or eligible retiree as applicable.

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SECTION 13 YOUR RIGHTS UNDER ERISA

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

13.1. RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

(A) You may examine, free of charge, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and the latest annual report (Form 5500 Series). These documents are available at the Plan Administrator's office and at other specified locations. The annual report also is filed with the U.S. Department of Labor and is available at the Public Disclosure Room of the Pension and Welfare Benefits Administration.

(B) You may obtain copies of all documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and updated SPDs, by writing to the Plan Administrator. The Plan Administrator may charge a reasonable fee for the copies.

(C) You may receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

(D) You may obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you stop 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 have to work to get a right to pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

13.2. PRUDENT ACTION BY PLAN FIDUCIARIES

(A) In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for operating the Plan. These people are called "fiduciaries" of the Plan. They have a duty to act prudently and in the interest of you and other Plan Participants and Beneficiaries.

(B) No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit to which you are otherwise entitled or from exercising your rights under ERISA.

13.3. ENFORCE YOUR RIGHTS

(A) If your claim for a benefit is denied or ignored, in whole or in part, the Plan Administrator must give you a written explanation of the reason for the denial. You can obtain copies of documents relating to the decision, without charge. You also have the right to have the Plan Administrator review and reconsider your claim, all within certain defined time schedules.

(B) Under ERISA, there are steps you can take to ensure the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in a federal court. In such a 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 Plan Administrator.

(C) If your claim for benefits is denied or ignored in whole or in part, you may file suit in a state or federal court. If you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or medical child support 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 (for example, if the court finds your claim is frivolous).

13.4. ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about this Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directly or contact its Division of Technical Assistance and Inquiries at the below address.

Division of Technical Assistance and Inquiries
Pension and Welfare Benefits Administration
U.S. Department of Labor
200 Constitution Avenue NW
Washington D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

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