

**SUMMARY PLAN DESCRIPTION**  
**ANNUITY PLAN**  
**OF THE ELECTRICAL INDUSTRY**



**MAY 10, 2007**



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The following information constitutes the Summary Plan Description (“SPD”) of the Annuity Plan of the Electrical Industry (Plan). This Summary Plan Description is presented to Participants in the Plan to set forth what benefits are available under the Plan, who may receive benefits, how to apply for benefits, and what your rights are under the Employee Retirement Income Security Act of 1974, as amended (ERISA). This information applies to the Plan effective on or after May 10, 2007 unless specifically stated otherwise.

### **GENERAL INFORMATION**

Name of Plan: Annuity Plan of the Electrical Industry

Plan Sponsor  
Identification No. 13-6123600

Plan Number: 003

Plan Year: October 1st through September 30th

Plan Administrator  
and Agent for  
Legal Process: Joint Industry Board of the Electrical Industry  
158-11 Harry Van Arsdale Jr. Avenue  
Flushing, N.Y. 11365  
(718) 591-2000

Service may also be made on any Trustee at  
158-11 Harry Van Arsdale Jr. Avenue  
Flushing, N.Y. 11365  
(718) 591-2000

Type of Plan: This Plan is a Defined Contribution Plan. Participants receive a required and definite contribution amount each month pursuant to a Collective Bargaining Agreement or participation agreement.

Type of Administration: The Plan is maintained by a Joint Board of Trustees whose names and office addresses are listed below:

GINA ADDEO  
GMA Electrical  
201 Edward Curry Avenue  
Staten Island, N.Y. 10314

ROBERT AMABILE  
S. J. Electric, Inc.  
228 Merrick Road  
Lynbrook, N.Y. 11563

CAROL KLEINBERG  
Kleinberg Electric, Inc.  
437 West 16th Street  
New York, N.Y. 10011

STEVEN LAZZARO  
Hellman Electric Corp.  
855 Brush Avenue  
Bronx, N.Y. 10465

MICHAEL M. MAZZEO, JR.  
Mazzeo Electric  
41-24 24th Street  
Long Island City, N.Y. 11101

DAVID B. PINTER  
Zwicker Electric Company, Inc.  
360 Park Avenue South  
New York, N.Y. 10010

DAVID I. SAMUELS  
Robert B. Samuels, Inc.  
48 West 25th Street  
New York, N.Y. 10010

JOSEPH R. BECHTOLD  
Recording Secretary  
Local Union No. 3, I.B.E.W.  
158-11 Harry Van Arsdale Jr. Ave.  
Flushing, N.Y. 11365

CHRISTOPHER ERIKSON  
Business Manager  
Local Union No. 3, I.B.E.W.  
158-11 Harry Van Arsdale Jr. Ave.  
Flushing, N.Y. 11365

WILLIAM HOFVING  
Business Representative  
Local Union No. 3, I.B.E.W.  
158-11 Harry Van Arsdale Jr. Ave.  
Flushing, N.Y. 11365

JOHN E. MARCHELL  
President  
Local Union No. 3, I.B.E.W.  
158-11 Harry Van Arsdale Jr. Ave.  
Flushing, N.Y. 11365

VINCENT McELROEN  
Financial Secretary  
Local Union No. 3, I.B.E.W.  
158-11 Harry Van Arsdale Jr. Ave.  
Flushing, N.Y. 11365

RAYMOND MELVILLE  
Assistant Business Manager  
Local Union No. 3, I.B.E.W.  
158-11 Harry Van Arsdale Jr. Ave.  
Flushing, N.Y. 11365

LUIS RESTREPO  
Business Representative  
Local Union No. 3, I.B.E.W.  
158-11 Harry Van Arsdale Jr. Ave.  
Flushing, N.Y. 11365

## **SOURCES OF CONTRIBUTIONS**

The Plan was established and is maintained pursuant to Collective Bargaining Agreements (CBAs) between Local Union No. 3, International Brotherhood of Electrical Workers, AFL-CIO, 158-11 Harry Van Arsdale Jr. Avenue, Flushing, NY 11365, (Union) and New York Electrical Contractors Association, Inc., 1430 Broadway, 8<sup>th</sup> Floor, New York, NY 10018, Association of Electrical Contractors, Inc., 11-51 47<sup>th</sup> Avenue, PO Box 1707, Long Island City, NY 11101, and other employers who are not members of either Association but who are obligated pursuant to their CBAs or Participation Agreements to participate in the Plan (collectively referred to as the Employer). Upon a written request from any Participant or beneficiary, the Plan Administrator will state in writing whether a particular employer is a participating Employer in the Plan and provide the Employer's principal business address and the rate of contributions applicable to the particular Employer. The Plan Administrator will also provide, upon a written request from a Participant or beneficiary, a copy of the CBA or Participation Agreement between the Union and the Participant's employer. Copies of CBAs or Participation Agreements are available for inspection at the office of the Plan Administrator during normal business hours.

## **ELIGIBILITY AND PARTICIPATION IN THE PLAN**

Any individual represented by the Union shall be eligible to become a Participant in the Plan on the first day that his or her Employer is obligated by a Collective Bargaining Agreement to contribute to the Plan on his or her behalf. In addition, individuals employed by the Union, the Joint Industry Board of the Electrical Industry or other approved employers may be eligible to become Participants in the Plan if the Employer agrees to contribute to the Plan on their behalf pursuant to its Participation Agreement with the Trustees. Any individual who is eligible to participate in the Plan automatically becomes a Participant in the Plan.

In addition to the foregoing, any individual who had an account balance in the Annuity Plan of the Electrical Products Industries on September

30, 2001 and whose account balance was transferred to this Plan in connection with the 2001 merger of the Annuity Plan of the Electrical Products Industries and the Annuity Plan of the Electrical Industry became a Participant in this Plan on the earlier of the day his or her account balance was transferred to this Plan or the day a contribution was first received by this Plan on his or her behalf.

## **PARTICIPANTS' ACCOUNTS**

All Employers who are obligated to contribute to this Plan shall do so pursuant to the applicable CBA or Participation Agreement. Such contributions are made on an hourly or daily basis and in accordance with an employee's job classification and/or length of service, as specified in the applicable CBA. A Participant who performs "qualified military service," as defined in the Uniformed Selective Service Employment and Reemployment Act, and returns to a Contributing Employer within the prescribed period of time may also be entitled to contributions for the period of such service.

Contributions are credited to each Participant's account. The Trustees shall adjust the account of each Participant as of March 31st and September 30th of every Plan year to reflect the amount of net income or loss, appreciation or depreciation in the value of the assets, expenses and the cost of providing all death benefits.

All Participants have a fully vested, nonforfeitable interest in their account as of their first day of participation in the Plan.

## **RETIREMENT, TERMINATION AND DISABILITY BENEFITS BASED ON ACCOUNT BALANCES**

The amount of the benefit paid to a Participant or a beneficiary is determined primarily by the amount of money in the Participant's account when the Participant retires at or after age 55, becomes disabled, terminates employment, or dies. Termination of employment means that you are no longer working in the Electrical Industry for reasons other than retirement or permanent disability. Permanent Disability means that the Participant has received a Social Security Disability award.

As described below, the account balance is required to be distributed in the form of a joint and survivor annuity for married Participants or a single life annuity for single Participants, unless the Participant elects to receive fixed monthly payments or, effective August 1, 2007, a lump-sum payment of up to \$20,000 to the extent funds are available. However, if the account balance is \$5,000 or less, the only form of benefit available is a lump-sum.

In addition to the account balance, the beneficiary of certain Participants may also receive a death benefit, as described below.

The types of benefits available are explained within the following pages. If you are permitted by the Plan to choose between types of benefits, you will be allowed to change your decision any time before benefit payments begin, subject to spousal consent, where applicable. Once benefit payments begin, you cannot change the type of benefit. The types of benefits and choices you may be allowed to make will be explained to you and your spouse or beneficiary when you apply for benefits.

**Monthly Installment Benefits:** Participants with account balances of more than \$5,000 at retirement, termination of employment or permanent disability, may elect to receive fixed monthly installments if they reject the annuity benefits with spousal consent if applicable. The maximum monthly amount of benefits you may elect is \$2,500, which is payable until your account is exhausted. For example, if a Participant retires at the age of 60 with an account balance of \$50,000, the Participant may elect to receive a fixed monthly benefit of up to \$2,500 until the account balance of \$50,000, plus Plan earnings credited to the account balance, is exhausted.

Participants who retired before August 1, 2007 and had begun to receive installment payments before that date may, at any time, elect on a form provided by the Plan Administrator to increase the amount of their monthly payments to \$2,500, provided that their spouse at the time their benefits commenced consents to the increase in payment amount on a form to be provided by the Plan Administrator.

In certain circumstances the monthly payments may be greater than \$2,500 based on the recipient's age and IRS Required Minimum Distribution regulations in effect at the time of distribution.

If the Participant receiving monthly installments dies before his or her account is exhausted, the balance of the account will continue to be paid in fixed monthly installments to the Participant's designated beneficiary, as described below. The beneficiary may also change the amount of the fixed installments and, effective August 1, 2007, may elect a lump-sum benefit of up to \$20,000 to the extent funds are available.

**Lump-sum Benefits.** As described above, Participants with account balances of \$5,000 or less who are entitled to benefits will be eligible to receive only a lump-sum payment.

Effective August 1, 2007, a Participant with an account balance of more than \$5,000 who is eligible to receive benefits and who has rejected the annuity form of benefits described below (with spousal consent, if applicable) may elect to receive a one-time lump-sum payment of up to \$20,000, with the balance of the account to be paid in monthly benefit payments of up to \$2,500, as described above. The lump-sum may be elected even after monthly benefits have begun.

**Joint and Survivor Annuity:** Married Participants with account balances of more than \$5,000 will receive, upon the Participant's retirement at or after age 55, permanent disability or termination of employment, a joint and survivor annuity equal in actuarial value to the balance in the Participant's account at the time of such retirement, termination of employment or permanent disability, unless they elect otherwise, as described below.

The joint and survivor annuity will pay the Participant a monthly benefit for life and, upon the Participant's death, it will pay the surviving spouse a monthly benefit equal to 50% of the Participant's benefit. All annuity payments cease upon the death of the surviving spouse. The Plan will provide this benefit by purchasing a non-transferable annuity contract from an insurance company having these features and distributing it to the Participant and spouse. Note that under this option, there is no

guarantee that the Participant and spouse will actually receive total payments equal to the Participant's account balance. The amount of the monthly payments will depend upon the account balance and the ages of the Participant and spouse.

A married Participant may, with spousal consent, waive the joint and survivor annuity and receive, instead, the fixed monthly payments of up to \$2,500, with or without the lump-sum, as previously described. For a Participant and spouse to waive the joint and survivor annuity, they must both sign a notarized statement on a form provided by the Plan Administrator within 180 days prior to the Participant's commencement of benefits. In this case, the spouse must consent to the alternate form of benefit selected and the specific beneficiary named by the Participant to receive benefits in the event of the Participant's death before the Participant's account is fully exhausted. (No spousal consent will be required if the Participant is legally separated or has been abandoned and has a court order to such effect, or proves that he or she cannot locate his or her spouse.)

Upon request, the Plan Administrator will advise the Participant and spouse of the amounts that would be disbursed each month under the different options available from the Plan before a final choice of payment is made. If having waived the joint and survivor annuity, the Participant dies prior to receiving the full account balance, the remaining amount in the Participant's account shall be paid to the Participant's named beneficiary in monthly installments, or in a lump-sum as allowed under the Plan.

**Single Life Annuity:** A Participant who is not married and whose account balance at retirement, termination of employment or permanent disability is more than \$5,000 will receive a single life annuity based on his or her account balance and age, unless the Participant elects otherwise, as described below. The annuity is payable for the life of the Participant only, and when the Participant dies, no further benefits are payable. The Plan will provide this benefit by purchasing a non-transferable annuity contract from an insurance company. There is no guarantee that the Participant will actually receive payments equal to his or her account balance if this option is chosen.

A single Participant may waive the single life annuity in order to elect, instead, the fixed monthly payments of up to \$2,500 and effective August 1, 2007, the lump-sum payment as described above, until such time as the account balance is exhausted. If the Participant dies prior to receiving the full account balance, the remaining amount shall be paid to the Participant's named beneficiary in monthly installments of up to \$2,500, or in a lump-sum as allowed under the Plan.

Upon request, the Plan Administrator will advise the Participant of the amounts that will be disbursed each month under the different options available from the Plan before a final choice of payment is made.

**Qualified Preretirement Survivor Annuity:** The surviving spouse of a married Participant who dies before receiving benefits under this Plan may be eligible to receive benefit payments in the form of either an annuity for life, as described below, or fixed monthly payments of up to \$2,500 per month until the Participant's account balance is exhausted. Notwithstanding the foregoing, in the event the Participant's account balance is \$5,000 or less, the account balance is payable to the surviving spouse only in a single lump-sum payment.

If the annuity form is elected, the Plan will provide the qualified preretirement survivor annuity by purchasing an annuity contract from an insurance company and distributing it to the surviving spouse. The annuity is payable for the life of the surviving spouse only, and when the surviving spouse dies no further benefits are payable on his/her behalf. The amount of the preretirement surviving spouse's annuity will depend upon the Participant's account balance, the age of the spouse and whether the account is to be shared with another beneficiary. If the surviving spouse is the Participant's sole beneficiary, the survivor annuity will be a single life annuity with monthly payments based on the value of the Participant's entire account balance. If, however, the Participant designated a beneficiary other than his or her spouse and the Participant's spouse has not waived the preretirement survivor annuity altogether or elected an alternative benefit, the surviving spouse's preretirement annuity will be based on the value of only 50% of the Participant's account balance at the time of death. The remainder of the account balance in that case would be paid to the named beneficiary in

fixed monthly payments of up to \$1,250. Note, that there is no guarantee with the qualified preretirement survivor annuity that the surviving spouse will actually receive payments equal to his or her portion of the Participant's account balance.

Benefits to the surviving spouse under the qualified preretirement survivor annuity may not begin until the earliest date upon which the Participant could have elected to receive benefits under the Plan, and they must begin by April 1st of the calendar year in which the Participant would have attained age 70½ or by December 31st of the year following the year in which the Participant died, whichever is later.

A married Participant who is at least 35 years old and his or her spouse may waive the qualified preretirement survivor annuity by submitting a signed, notarized statement on a form provided by the Plan Administrator. The Participant's spouse must consent to the specific form of alternative benefit selected and to the beneficiary designation, and to any future changes of beneficiary. A married Participant who is under 35 years old may also waive the qualified preretirement survivor annuity with his or her spouse's consent; however, the waiver will become null and void upon the first day of the Plan year in which the Participant attains age 35. In that case, the Participant and spouse must submit another signed and notarized statement to the Plan Administrator.

## **DEATH BENEFITS**

Upon the death of an active Participant, an inactive Participant who has not yet begun to receive benefits under the Plan, or a retired Participant, there will be a death benefit payable to the Participant's beneficiary based on the Participant's years of continuous participation in the Plan during which time contributions were required to be made to the Plan. The payment of the death benefit is contingent upon the Plan having sufficient annual earnings to pay the death benefit. This death benefit is in addition to any amount payable from the Participant's account balance following the Participant's death, as described in the previous pages. For purposes of this death benefit, a retired Participant is someone receiving retirement benefits from a Pension Plan administered by the Joint Industry Board or sponsored by a Contributing Employer.

**For Active Participants:** The death benefit for active Participants with a contribution rate of at least \$4.00 per day and who die on or after June 8, 1995 shall be as follows:

<b>Years of Continuous Participation</b>	<b>Age at Death</b>	<b>Amount of Death Benefit</b>
1 Year	Regardless of age	\$ 1,000
2 Years	Regardless of age	3,000
3 Years	Regardless of age	5,000
4 Years	Regardless of age	7,500
5 Years	Prior to age 60	45,000
5 Years	Age 60 or older but not yet age 65	15,000
5 Years	Age 65 or older	10,000

**For inactive Participants:** The death benefit for inactive Participants who have not begun to receive their account balance shall be the schedule of death benefits that was in place when the Participant left Covered Employment.

**For retired Participants:** The death benefit for retired Participants whose retirement was approved on or after July 1, 1974, who die on or after June 8, 1995 and whose contribution rate to the Plan while still employed was at least \$4.00 per day shall be as follows:

<b>Years of Continuous Participation Prior to Retirement</b>	<b>Age at Death</b>	<b>Amount of Death Benefit</b>
5 Years	Prior to age 60	\$45,000
5 Years	Age 60 or older but not yet age 65	15,000
5 Years	Age 65 or older	10,000

Upon the death of any retired Participant who retired prior to July 1, 1974, the Plan shall pay the designated beneficiary of such Participant a death benefit based on the schedule in effect as of July 1, 1974.

**Form of payment:** All death benefits shall be paid to the Participant's beneficiary in fixed monthly installments of up to \$2,500, as the beneficiary may elect. However, effective August 1, 2007, a Participant's beneficiary may elect to receive a one-time lump-sum payment of \$20,000 to the extent funds are available, with the balance of the account to be paid in monthly benefit payments of up to \$2,500, as elected by the beneficiary. The lump-sum payment may be elected by the beneficiary even after monthly benefits commence to be paid.

If, prior to January 1, 1985, the Participant designated as beneficiary one or more persons other than his or her spouse, and the Participant dies after September 30, 1987 with a surviving spouse who did not consent to the other beneficiary, the surviving spouse will receive 50% of the non-account balance death benefit, and the designated beneficiary will receive the remaining 50%. The monthly installments for all beneficiaries receiving the death benefit may not total more than \$2,500.

The previously described death benefit is based on a contribution rate of at least \$4.00 per day. The death benefit of a Participant who dies while working for or after retiring from an Employer whose contribution rate is less than \$4.00 per day will be reduced proportionately.

The following examples will illustrate the maximum amount of death benefits payable for Participants on whose behalf a contribution of at least \$4.00 per day is made. An active Participant who dies prior to age 60 and who has 5 years of continuous participation during which time contributions were made to the Plan will have a death benefit of \$45,000. If the Participant dies at the age of 63, the death benefit will be \$15,000. If the Participant dies at the age of 63 and has only 4 years of continuous participation during which time contributions were made to the Plan, the death benefit will be \$7,500. Should a retired Participant die after age 65 with 5 years or more of continuous participation during which time contributions were paid to the Plan, the death benefit will be \$10,000. These amounts are in addition to any balances in the accounts of the

deceased Participants and will be paid out first, prior to the distributions of the account balance.

**Account Balance Benefits:** In addition to the previously described death benefits, the beneficiary of a married Participant who has rejected (with spousal consent) the qualified joint and survivor annuity or of a single Participant who has rejected the single life annuity shall be entitled to elect to receive the balance in the Participant's account payable in monthly installments of up to \$2,500, commencing after the death benefit is paid out.

If a beneficiary is entitled to receive both a death benefit and the balance of a deceased Participant's account balance in fixed monthly installments, distributions applicable to the death benefit will be made first until the death benefits are fully paid, after which the monthly payments from the account balance shall commence. The surviving spouse or beneficiary may elect to receive a one-time lump-sum payment not to exceed the greater of (1) 25% of the combined amount of the death benefit and the remaining account balance, or (2) \$20,000 of the death benefit, whichever is less. If a surviving spouse will receive a survivor annuity, payments of the annuity and the death benefit award shall be made simultaneously.

Effective October 1, 2001 all former Annuity Plan of the Electrical Products Industries Participants who became active Participants under this Plan will be paid according to this Plan's schedule of death benefits as found on page 10. However, the former Electrical Products Plan Participant's death benefit cannot be less than that which would have been provided under the Electrical Products Plan as in effect on October 1, 2001.

## **REQUIRED DISTRIBUTIONS**

IRS rules require minimum payments to begin no later than the April 1st following the later of (1) the calendar year in which a Participant reaches age 70½ or (2) the calendar year during which a Participant retires or terminates employment. The spouse of a deceased Participant must commence payment no later than the end of the year in which the Participant would have attained age 70½.

Active Participants who had a balance in the Annuity Plan of the Electrical Products Industries prior to October 1, 2001 and attain age 70½ after this date must commence payment on the April 1st following their attainment of age 70½, even if employed.

## **WITHHOLDING TAXES ON DISTRIBUTIONS**

Under IRS regulations, most monthly and lump-sum distributions from the Plan will be eligible for a direct IRA rollover. All distributions eligible for rollover are subject to a mandatory 20% federal tax withholding, unless the distribution is directly rolled over to an IRA. You will receive information regarding the tax consequences of payments made from this Plan prior to your distribution. Such information is available by writing to the Plan Administrator.

## **DESIGNATION OF BENEFICIARIES**

You may designate one or more beneficiaries who will be entitled to the payment of benefits from your account upon your death as well as the previously defined death benefit. Your spouse must be your beneficiary if you are married, unless you provide the Plan Administrator with one of the following:

1. Written, notarized statement on the Plan's form from you and your spouse agreeing that your spouse will not be your beneficiary and naming another person or persons as beneficiary; or
2. Written, notarized statement on the Plan's form that you are either not married or you are married but cannot locate your spouse to get consent to the designation, or you are legally separated or abandoned and have a court order to such effect. This statement must be

accompanied by any additional evidence or affidavits requested by the Plan Administrator.

If you are married, your spouse must consent to the specific beneficiary you name. You may change your beneficiary at any time during your lifetime. However, if you are married, you must obtain your spouse's consent to all changes to your beneficiary designation.

For purposes of this Plan, a spouse is the person to whom you are legally married; provided, however, that pursuant to Federal law, the Plan does not recognize same-sex marriages. The Plan will comply with a Qualified Domestic Relations Order ("QDRO") regardless of the beneficiary designation.

Designation of Beneficiary forms can be obtained from the Plan Administrator. A Designation of Beneficiary form shall only become effective upon its receipt by the Plan Administrator. The last effective designation form actually received by the Plan Administrator shall replace all prior designations. An effective designation of a beneficiary shall remain in effect only if the designated beneficiary survives the Participant.

If a Participant made a designation before January 1, 1985 or before being married and did not designate his or her spouse, then, upon the Participant's death, if he or she is survived by an eligible spouse, his or her account balance and applicable death benefit will be divided with 50% being disbursed to the surviving spouse and the remainder paid to the designated beneficiary.

**If a married Participant obtains a divorce, the divorce does not automatically revoke a previous designation of a Participant's spouse as beneficiary unless the Participant remarries, in which case the current surviving spouse is the married Participant's beneficiary and will receive 50% of any remaining account balance unless the current spouse has waived his or her right as the sole beneficiary as described above.** Participants who wish to change their beneficiary following a divorce, or for other reasons, must submit to the Plan Administrator a new Designation of Beneficiary form. The Plan will not pay benefits based upon a Designation of Beneficiary form submitted to any other employee benefit Plan.

If a Participant fails to designate a beneficiary, or a beneficiary dies before the Participant, the benefits shall be paid to a survivor of the highest priority as listed below:

1. surviving spouse
2. children of the deceased Participant
3. grandchildren of the deceased Participant
4. parents of the deceased Participant
5. brothers and sisters of the deceased Participant
6. estate of the deceased Participant

If there is more than one eligible priority survivor in the same class, benefit payments will be equally divided among such persons.

### **ALIENATION OF BENEFITS**

As a general rule, a Participant or beneficiary may not assign, sell, dispose of or transfer any amounts in his account before receiving them. Any attempt to take such action will have no effect.

There is an exception to this general rule under the Retirement Equity Act of 1984, whereby the Plan may be required to pay all or a part of your account to your spouse, ex-spouse, children or other dependents if ordered to do so by a court of law or agency as part of a divorce, separation, support or other domestic relations proceeding. The Trustees have adopted procedures governing the Plan's receipt of such types of orders and the determination of whether such an order is a Qualified Domestic Relations Order ("QDRO") with which it must comply. You may obtain a copy of the procedures from the Plan Administrator. You may also request a model QDRO from the Plan Administrator to be used if you are involved in a domestic relations proceeding. If an order is received on your behalf, you will be notified.

### **CLAIMS PROCEDURE**

The Plan Administrator shall make each claim determination in a uniform and non-discriminatory manner. Within 90 days after the Plan Administrator receives the claim, the Plan Administrator will grant the claim, deny the claim, or notify the Participant, former Participant, or

beneficiary (Claimant) that special circumstances require an extension of time to process the claim. The extension of time cannot exceed 180 days from the date of the original request.

Within 30 days after denying any benefit under the Plan, the Plan Administrator shall send the Claimant written notice to the Claimant's last address of record with the Plan. The notice shall state that the claim for benefits was denied, and the specific reasons for denial, making reference to the Plan provisions upon which the denial was based. It shall also describe the materials or information which, if provided, would allow the Claimant to perfect the claim and shall also state why this information is needed. The notice of denial shall advise the Claimant that the Claimant may file a written appeal of the denial within 90 days after receiving the notice of denial. In pursuing an appeal, the Claimant or the Claimant's representative may review pertinent documents and submit issues and comments in writing. The notice of denial shall explain that if the Claimant fails to file a written appeal within 60 days after receiving the notice of denial, this failure constitutes irrevocable consent by the Claimant to the Plan Administrator's decision. Within 60 days after filing the appeal, the Plan Administrator must notify the Claimant, in writing, of its decision on the appeal, or that special circumstances require an extension of time to process the appeal. The extension cannot exceed 120 days from the date the Claimant files the appeal.

The Plan Administrator and the Trustees shall have full discretionary authority to determine eligibility for benefits and to interpret and construe the Plan's terms and provisions. The findings of the Trustees or the Plan Administrator shall be conclusive and binding on all parties and shall be upheld in court unless found to be arbitrary or capricious.

### **PLAN AMENDMENT**

The Plan may be amended from time to time and at any time by the Trustees, subject to the terms of the Collective Bargaining Agreements, provided that no amendment shall have the effect of reducing any nonforfeitable percentage of benefits to any Participant.

## **PLAN TERMINATION**

The Plan can be terminated upon the occurrence of one of two events:

- 1) The absence of any Collective Bargaining Agreement between the Union and any Employers or Employer Association requiring contributions to be made to the Plan.
- 2) The unanimous consent of all Trustees, the Union and all Contributing Employers.

If the Plan terminates, every Participant or beneficiary of a deceased Participant will have a nonforfeitable right to receive the balance of money in the Participant's account. Any unpaid portion of a deceased Participant's death benefits will be paid to beneficiaries on a prorata basis to the extent that reserves are available for such payments. Death benefits will not be paid on behalf of any Participant who dies after the date on which the Plan is terminated.

The Plan is a defined contribution pension Plan and, as such, is not insured by the Pension Benefit Guaranty Corporation as provided under ERISA.

## **STATEMENT OF ERISA RIGHTS**

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

### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S.

Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The Administrator may make a reasonable charge for the copies.
- 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

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan Participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### **Enforce Your Right**

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan 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 Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you

may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that 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 it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**THE MATERIAL CONTAINED IN THIS SUMMARY PLAN DESCRIPTION IS FOR INFORMATION PURPOSES. TO THE EXTENT ANY OF THE INFORMATION CONTAINED HEREIN IS INCONSISTENT WITH THE PLAN DOCUMENT, THE PROVISIONS OF THE PLAN DOCUMENT WILL GOVERN.**

**PLEASE NOTE THAT COPIES OF THE PLAN DOCUMENT AND TRUST AGREEMENT ARE AVAILABLE FOR YOUR INSPECTION DURING REGULAR BUSINESS HOURS IN THE OFFICE OF THE PLAN ADMINISTRATOR.**



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