



# Electrical Pension Trustees Pension Plan No. 2

## Construction Employees

When you participate in Pension Plan No. 2 - Construction Employees, you earn benefits that may be paid over your lifetime, or over the lifetime of you and your qualifying spouse. If you become disabled, you may also be eligible for benefits. And if you die, the Plan may pay benefits to your surviving spouse.

Your benefit is provided at no cost to you. The cost is paid through contributions made by contributing employers.

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# About this SPD

To understand your benefits from the Electrical Contractors' Association and Local Union 134, I.B.E.W. Joint Pension Trust of Chicago Pension Plan No. 2 - Construction Employees ("Pension Plan No. 2") or ("Plan"), you must read this Booklet in its entirety. The Plan is maintained by a joint Board of 10 Trustees—five Trustees appointed by the Electrical Contractors' Association of the City of Chicago and five Trustees appointed by Local Union 134 I.B.E.W. The Plan may provide retirement or disability benefits for you and survivor benefits for your spouse.

The Plan is financed by contributions made by contributing employers to the Pension Trust Fund. The Plan's actuary determines the amount of contributions that must be made to fund the benefit requirements for Pension Plan No. 2. Assets of the Plan are invested by investment managers chosen by the Trustees.

This is a Summary Plan Description of Pension Plan No. 2 - Construction Employees as it applies to participants who retire or terminate employment on or after July 1, 2007, and includes changes to the Plan made by the Trustees through July 1, 2009. If you left covered employment before this date, some of the provisions in this Booklet may not apply to you. You will be treated in accordance with Plan provisions in effect on the date you left covered employment.

Every effort has been made to describe Plan provisions in a manner intended to be understood by Plan participants. If there is any variation between the language in this Booklet and in the official Plan documents, the language contained in the Plan documents will prevail.

Additional information about the Plan is readily available from the Fund Office. The Fund Office can inform you if a particular employer is a contributing employer and, if so, the employer's address. You may examine copies of the applicable collective bargaining agreement and other Plan documents at the Fund Office.



# Your Pension Plan No. 2 Benefits At-A-Glance

As a participant in Pension Plan No. 2 - Construction Employees, you earn pension benefits while you work for employers who contribute to the Electrical Contractors' Association and Local Union 134, I.B.E.W. Joint Pension Trust of Chicago ("Pension Trust Fund"). At retirement, the amount of pension benefits you will receive is based on your years of credited service and your age at the time of your retirement under the Plan. You may also be eligible for pension benefits from the Plan if you become disabled and your pension benefits may also be payable to your survivors when you die.

The Plan is a non-contributory defined benefit plan. This means:

- The Plan provides a specific monthly pension benefit amount when you retire.
- You cannot contribute toward your pension benefits. All contributions to the Pension Trust Fund are made by contributing employers.
- You have no investment risk. The amount of your pension benefit is fixed at the time of your retirement and is not affected by investment performance of the assets of the Plan.

The following table highlights and summarizes basic Plan provisions.

<b>Feature</b>	<b>Pension Plan Benefits</b>
<b><i>Eligibility</i></b>	You become a participant in Pension Plan No. 2 on the day your employer is required to make contributions to the Pension Trust Fund on your behalf.
<b><i>Covered Employment</i></b>	Covered employment includes any period of work for which your employer is obligated to make contributions to the Pension Trust Fund (see the "Covered Employment" box in "Plan Eligibility" on page 8 for details).
<b><i>Eligibility Service</i></b>	Eligibility service is used to determine when you qualify to receive pension benefits. Generally, you receive one year of eligibility service for each calendar year in which you earn 400 or more hours of covered employment (see "Eligibility Service" on page 10 for more information).
<b><i>Credited Service</i></b>	Credited service is used to determine the amount of your pension benefits. Generally, you receive one year of credited service for each calendar year in which you earn 1,600 hours of covered employment (see "Credited Service" beginning on page 8).
<b><i>Cost of Coverage</i></b>	The Plan is funded entirely by contributions made by contributing employers.



Feature	Pension Plan Benefits
<b><i>Vesting</i></b>	You are 100% vested in your pension benefits after you have earned five years of eligibility service. That means you will not lose your rights to receive pension benefits if you stop working for a contributing employer. You also become 100% vested if you reach your normal retirement age (generally age 65) while still an active participant.
<b><i>When Benefits Are Payable</i></b>	<ul style="list-style-type: none"> <li>• <b>Normal Pension Benefits</b> — At age 65, or if later, your fifth anniversary as an active participant.</li> <li>• <b>Early Pension Benefits</b> — As early as age 55 if you have at least 10 years of eligibility service, or at age 62 if you have at least five years of eligibility service.</li> <li>• <b>Disability Pension Benefits</b> — At any age when covered employment ends because of permanent disability and you have at least 10 years of eligibility service in this Plan or in Another Plan, including at least five years of eligibility service in this Plan. See “Eligibility Service” on page 10 for the definition of “Another Plan.”</li> <li>• <b>Deferred Pension Benefits</b> — At age 55 if your covered employment ends before you reach age 55 and you have at least 10 years of eligibility service, or at age 62, if you have at least five years of eligibility service.</li> <li>• <b>Late Retirement Benefits</b> — When you retire from active employment after normal retirement age, distribution of your pension benefits must begin no later than April 1 following the calendar year you reach age 70½ regardless of whether you have retired from covered employment.</li> </ul>
<b><i>Amount of Monthly Normal Retirement Benefit</i></b>	Effective January 1, 2008, \$55.00 × your years of credited service (see “Normal Pension” on page 15).
<b><i>Payment Method</i></b>	<ul style="list-style-type: none"> <li>• <b>If You Are Single</b> — Your pension benefit will be paid as a single life annuity (your monthly pension benefit for as long as you live).</li> <li>• <b>If You Are Married</b> — Your pension benefit will be paid as a 50% joint and survivor benefit (reduced monthly pension benefits to you for as long as you live and, after your death, monthly pension benefits to your surviving spouse equal to 50% of your monthly pension benefit). However, if your spouse is a qualifying spouse, you will receive an enhanced 50% joint and survivor pension benefit.</li> </ul>
<b><i>Survivor Benefits</i></b>	If you are married and die before your pension benefit begins, your spouse may receive a pension benefit if he or she meets certain eligibility requirements (see “Survivor Benefits” on page 22).



# What Happens If...

This section shows how different situations may affect your participation in the Plan.

## You Are a New Participant

Your participation in the Plan is automatic when you become eligible by working in covered employment.

## You Change Your Marital Status

### *Marriage*

Your new spouse may be entitled to a pension benefit under the Plan when you die. Contact the Fund Office to notify them of your new spouse so they may update your records.

### *Divorce*

The Plan may be required to make payments to your former spouse, child or other dependent if a qualified domestic relations order is issued by a court of law.

## You Are Laid Off

Active participation continues until you stop earning credited service because of a "break in service." If you are laid off by a contributing employer because of a reduction in workforce, you may have an "excused absence," provided you return to covered employment within 31 days after the layoff ends. Excused absences are combined with your hours of covered employment to determine whether a break in service has occurred. Contact the Fund Office if you believe you qualify for an excused absence due to layoff.

## You Become Disabled

You will be credited with up to 501 hours of eligibility service for each period you are on short term disability. You may be eligible for a disability pension if your covered employment ends because of a permanent disability that begins after you have at least 10 years of eligibility service. You get your full monthly pension amount, without reduction, even if you begin receiving a disability pension before your normal retirement date.

The Trustees may request that you undergo up to two medical exams each year while you are disabled. Disability pension benefits will end if you fail to take a requested medical exam or you cease to be permanently disabled.

## You Retire

Normal retirement is age 65 with at least five years of eligibility service. You may receive unreduced pension benefits as early as age 62 with at least five years of eligibility service, or actuarially reduced pension benefits as early as age 55 with at least 10 years of eligibility service. Your pension benefits are paid to you as long as you live. After your death, your eligible spouse or children may continue to receive a portion of your pension benefit.

### You Need to File a Disability Claim

Notify the Fund Office of your disability as soon as possible. The Fund Office will send a claim form to you, your employer and your physician to complete and return.



### *Applying for Benefits*

To apply for pension benefits, you should contact the Fund Office for benefit forms. You must file a completed application with the Fund Office, which will then present your application to the Trustees for approval. You may be asked to supply evidence of age and any other information that is necessary to process your application.

The Fund Office should receive the completed application by the end of the month prior to your retirement date. You can expect benefit payments to begin at least 90 days from your retirement date. Your first pension benefit payment will be retroactive to the first day of the month following receipt of your completed application and approval by the Trustees.

### **Your Employer Stops Making Contributions to the Pension Trust Fund**

Active participation ends if your employer is no longer required to make contributions to the Pension Trust Fund. Contact the Fund Office for more information.

### **You Terminate Employment**

You may be entitled to receive your pension benefit when you are at least age 55 with 10 or more years of eligibility service. Contact the Fund Office for more information.

### **You Die**

If you die while actively employed, your spouse may be eligible for a monthly pension benefit from the Plan (see "Survivor Benefits" on page 22).

### **Applying for Benefits if You Die...**

To apply for survivor benefits, your spouse should contact the Fund Office for benefit forms. Your spouse must file a completed application with the Fund Office, who will then present the application to the Trustees for approval. Your spouse must submit a copy of your death certificate and any other information that is necessary to process the application.

The Fund Office should receive the completed application approximately 60 days before your spouse expects the first payment.



# Participation

This section describes:

- when you become eligible to participate in the Plan,
- how your service affects your benefit, and
- when you become vested (earn the right to) your benefit.

## Plan Eligibility

You become a participant in Pension Plan No. 2 on the day an employer is required to make contributions for you under the Plan. Credited service determines the amount of your pension benefits. While you are a Plan participant, you may also accrue eligibility service, which generally determines when you qualify for pension benefits. Participation continues until you stop earning credited service because of a break in service (see “Break in Service” on page 11).

## Covered Employment

Covered employment includes all periods of work for which your employer is obligated to make contributions to the Plan. It also includes periods of work for which your employer is obligated to make contributions to another pension fund that transfers the contributions to the Pension Trust Fund under a reciprocity agreement (see “Pension Reciprocity” on page 14). However, covered employment does not include a period of work for which contributions to the Pension Trust Fund are transferred to another pension fund.

## Credited Service

Credited service is used in determining the amount of your pension benefits.

### Service Before January 1, 1976

For credited service calculated before 1976, you were eligible to receive one-fourth of a year of credited service for each 400 hours of covered employment you worked during each calendar year. You were eligible to receive the maximum amount—one year of credited service—for 1,600 or more hours of covered employment in a calendar year.

### Service After December 31, 1975

Beginning in 1976, you are eligible to receive one year of credited service for each calendar year in which you have at least 1,600 hours of covered employment. For each calendar year in which you have at least 400 but fewer than 1,600 hours of covered employment, you receive credited service in proportion to your number of hours of covered employment.



## Service During Long Term Disability

Beginning on July 1, 1981, you are eligible to receive 40 hours of credited service for each week during which you receive long-term disability payments from the Electrical Insurance Trustees Health & Welfare Plan for Construction Workers. Weeks during which you qualify for such payments but do not receive them (because they are entirely offset by other benefits or by rehabilitative employment earnings) are considered weeks of payment for purposes of receiving 40 hours of credited service.

## Service in the Armed Forces of the United States

If you are eligible for reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the time you serve in the military may count toward your credited service. You must have left covered employment due to qualifying military service and must return to covered employment within the USERRA time limits. However, if you die or become disabled before returning to covered employment on or after January 1, 2007, you will be treated as if you had met the reemployment requirements under USERRA on the day before your death or disability and your eligibility service and credited service will be determined as if you terminated employment on the actual date of your death or disability. To determine if you are eligible to receive credited service for your military service, send a copy of your DD 214 form (available from the Department of Defense) to the Fund Office's Pension Department for review. You can get more information about your rights under USERRA at <http://www.dol.gov/compliance/laws/comp-userra.htm>.

## Hours Banking

Beginning with hours of covered employment earned in 2004, subject to the rules described below, you can carry over any hours of covered employment you have in excess of 1,600 into the next calendar year for purposes of determining your credited service in the next calendar year. This means, if you work more than 1,600 hours in one year, and less than 1,600 hours in the next year, you can use these "banked" hours to help meet the 1,600 hours requirement for that next year. This gives you the opportunity to receive up to a full year of credited service for a year in which you work less than 1,600 hours.

You must earn at least 400 hours of covered employment in the current year to be eligible to carry over "banked" hours from the prior year.

Banked hours only carry over for one year, so if you do not need them to meet your 1,600 hours of covered employment in that year to obtain additional credited service, those banked hours will lapse and will not be available to carry over to a later calendar year.

Following is an example of how hours banking works:

Year	Hours of Covered Employment	Banked Hours	Bank Hours Used	Credited Service under Hours Banking
2008	2,000	400	n/a	1.0000
2009	1,500	0	100	1.0000
2010	2,000	400	0	1.0000
2011	1,700	100	0	1.0000
2012	1,400	0	100	0.9375

## Eligibility Service

Your eligibility service determines eligibility for pension benefits under this Plan and any other related pension plan maintained by the Trustees. Your future eligibility service earned under another pension plan sponsored by the Trustees also counts toward eligibility service in this Plan.

### “Another Plan” Includes...

Another related pension plan or “Another Plan” as discussed above and throughout this Booklet includes the Electrical Contractors’ Association and Local Union 134, I.B.E.W. Joint Pension Trust of Chicago Pension Plan No. 3 (through August 1993), Pension Plan No. 4 (through June 2012), Pension Plan No. 5, Pension Plan No. 6 (through June 2012), the EIT Employees’ Retirement Plan and the Retirement Plan for International Brotherhood of Electrical Workers Local 134 Employees.

### Service Before January 1, 1976

Before 1976, eligibility service was determined by the Plan provisions in effect at that time. You were eligible to receive one year of eligibility service for each calendar year in which you had at least 400 hours of covered employment.

### Service After December 31, 1975

Beginning in 1976, you earn a year of eligibility service for each calendar year in which you have:

- 400 or more hours of covered employment, or
- 1,000 or more hours with a contributing employer that is not covered employment. The 1,000-hour period of employment must immediately precede or follow covered employment with the same employer. You must provide the Fund Office with a letter from your employer verifying this employment in order to obtain eligibility service credit.

You also receive eligibility service for any employment period that counts as service under any pension plan sponsored by the Trustees or under the Retirement Plan for Employees of I.B.E.W., Local Union 134.

### Service During Short Term Disability

You may receive up to 501 hours of eligibility service during each Plan year you are on short-term disability.



## Military Service in U.S. Armed Forces

As with credited service, the time you serve in the military may count toward your eligibility service. See “Service in the Armed Forces of the United States” under “Credited Service” beginning on page 8 for more information.

## Break in Service

A break year occurs during any calendar year in which you either:

- fail to earn a year of eligibility service, or
- have less than 400 combined hours of covered employment and excused absence credit.

If you have 400 or more hours of combined covered employment and excused absence credit, a break year will not occur.

A break in service occurs when the number of your consecutive break years equals the greater of:

- five or more (two or more if the first break year is before January 1, 1985), or
- the number of your years of eligibility service.

If you are vested when you incur a break in service, you keep your eligibility and credited service earned to the date of your break in service. If you are not vested when you incur a break in service, both your eligibility and credited service are canceled.

## *Interruption of Covered Employment Before Pension Payments Begin*

Generally, if you stop working in covered employment for two or more consecutive break years (meaning you had at least two consecutive years in which you did not earn eligibility service or excused absence credit), then your pension benefit will be determined based on the rules in the following table:

If You...	Then Your Pension Benefit Will Be Determined...
<ul style="list-style-type: none"> <li>• Returned to work in covered employment before August 15, 2004, and earn eligibility service and any credited service after that date...</li> </ul>	<ul style="list-style-type: none"> <li>• By the Plan provisions in effect on the last date you work in covered employment.</li> </ul>
<ul style="list-style-type: none"> <li>• Return to work in covered employment on or after August 15, 2004, and earn at least two years of credited service within 36 months after resuming covered employment...</li> </ul>	<ul style="list-style-type: none"> <li>• By the Plan provisions in effect on the last date you work in covered employment.</li> </ul>



If You...	Then Your Pension Benefit Will Be Determined...
<ul style="list-style-type: none"> <li>Return to work in covered employment, but you do not meet the requirements in either of the situations described above...</li> </ul>	<ul style="list-style-type: none"> <li>Separately for the time before and after the break years as follows:                             <ul style="list-style-type: none"> <li>Your pension benefit for your credited service before the break years will be based on the Plan provisions in effect on the date you stopped working in covered employment before the break years.</li> <li>Your pension benefit for your credited service after the break years will be based on the Plan provisions in effect on the date you stopped working in covered employment after the break years.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Do not return to work in covered employment after the break years...</li> </ul>	<ul style="list-style-type: none"> <li>Based on the Plan provisions in effect on the date you stopped working in covered employment.</li> </ul>

### *Prior Years of Credited Service*

Years of credited service earned before January 1, 1976, will be determined under the provisions of the Plan in effect on December 31, 1975, provided that:

- pre-1976 credited service previously canceled because of a break in service may be reinstated at retirement if, after January 1, 1976, you earn 10 or more years of credited service without a break in service, provided you were an active participant on or after January 1, 1998; and
- pre-1976 credited service will not be canceled because of a break in service if you had any un-canceled credited service as of January 1, 1984, and you retire on or after July 1, 1984, *unless*
  - you had not earned 10 years of credited service at the time your service was canceled, and
  - the number of your consecutive break years equaled the greater of two or the number of your years of credited service at the time your service was canceled.

### *Excused Absences*

Excused absences are certain time periods that are combined with your hours of covered employment solely to determine whether a break year has occurred. Such excused absences do *not* count as either eligibility service or credited service. Up to 40 hours of excused absence service per week are granted in calculating excused absences. An excused absence is any period during which:

- you are disabled and unable to work because of occupational injury or sickness for which you received compensation under workers' compensation or an occupational disease act,



- you are performing required or emergency service in the Armed Forces of the United States, provided that you make yourself available for covered employment within 90 days after separation from such military service,
- you are holding a full-time position with:
  - Local Union 134,
  - the Local 134 apprentice school as an instructor,
  - the I.B.E.W., or
  - an elected or appointed public office, provided that you return to covered employment within 31 days after leaving such position(s),
- you are working for a contributing employer but not in covered employment, provided that you return to covered employment within 31 days after such other employment ends. (Note that you may also earn eligibility service for this employment, as discussed under “Eligibility Service” on page 10),
- you are disabled by an illness or injury incurred off the job, provided that you return to covered employment within 31 days after the date on which the Trustees deem you recovered,
- you are laid off because of a reduction in the workforce, provided that you return to covered employment within 31 days after the layoff ends,
- you are on a leave of absence granted by a contributing employer and accepted as an excused absence by the Trustees, provided that a copy of the conditions of the leave of absence is received by the Trustees within one month after your leave of absence starts, that your leave of absence lasts no longer than one year and that you return to covered employment within 31 days after it ends,
- you are absent from work because of pregnancy or birth of a child, placement of a child in connection with adoption, or care for a child immediately following birth or adoption. (You must provide written notification of such absence within 90 days after such absence starts and provide proof, as requested by the Trustees, of the reason for your absence),
- you are the spouse, child, parent or next of kin of a service member with a serious injury or illness incurred while on active military duty, you take a leave of absence in order to care for the service member or you meet the requirements for a qualifying exigency to deal with the affairs of your spouse, child or parent because he or she is called to covered active military duty, or
- you are working as an employee for a contributing employer outside the Union’s jurisdiction.

To receive excused absence credit for the hours, you must notify the Fund Office within 90 days of the start of any excused absence.



## Vesting

Vesting means that you will not lose your rights to pension benefits if you stop working for a contributing employer. You are vested in your pension benefits after you have either:

- earned five years of eligibility service, or
- reached your normal retirement age, which is the later of your 65<sup>th</sup> birthday or the fifth anniversary of your active Plan participation.

## Pension Reciprocity

If you work in another jurisdiction under a reciprocity agreement, contributions made by an employer to another pension fund may be transferred to the Pension Trust Fund to provide hours of covered employment credit in Pension Plan No. 2. Similarly, contributions to the Pension Trust Fund may be transferred, in certain circumstances, to another pension fund to provide coverage under that pension fund.

- If contributions for your work are transferred from another pension fund to the Pension Trust Fund, the work counts toward your covered employment, based upon the contribution rate of the other pension fund.
- If contributions for a period of your work are transferred from the Pension Trust Fund to another pension fund, that work does not count as covered employment under Pension Plan No. 2.



# Retirement Benefits

The Plan offers a number of different pensions to meet individual situations, including:

- a **normal** retirement pension if you end employment after reaching normal retirement age, which is the later of:
  - age 65, or
  - the fifth anniversary of active Plan participation.
- an **early** pension if you end employment after reaching:
  - age 55 with at least 10 years of eligibility service, or
  - age 62 with at least five years of eligibility service.
- a **disability** pension if you are disabled while in covered employment and you have at least 10 years of eligibility service in this Plan or Another Plan, including at least five years of eligibility service in this Plan.
- a **deferred** pension if you end employment after earning at least five years of eligibility service but before you qualify for an early pension. You can begin receiving your deferred pension when you meet the age and service requirements for an early pension (see above).

Besides meeting the age and service requirements, you must also end any employment within the trade and geographical jurisdiction of Local Union 134 to qualify for any pension under the Plan.

You will not receive a pension benefit payment for any month in which you receive disability benefits financed by your employer under a collective bargaining agreement.

It is your responsibility to inform the Trustees in writing of any change in your address. Failure to do so may result in pension benefit payments being held until you make a claim for the payments.

## Normal Pension

The amount of your normal pension benefit depends on your credited service and the last date employer contributions are made on your behalf, provided you work in covered employment and earn eligibility service and credited service in that year.

If the last employer contribution you earn is on or after July 1, 2007, your normal monthly pension benefit is calculated as shown below:

$\$55.00^* \times \text{your years of credited service}$

\* This rate became effective January 1, 2008. Participants who became eligible for a normal pension on or after July 1, 2007, were eligible for the \$55.00 rate for payments made on or after January 1, 2008.

Your **accrued benefit**, which is the benefit you have earned under the Plan to date, is based on the above formula.

## Normal Pension Example

Let's suppose George retires at age 62 with 30.5 years of credited service. His benefit is calculated like this:

$$30.5 \text{ years of credited service} \times \$55.00 = \\ \$1,677.50 \text{ monthly pension}$$

In this example, George receives \$1,677.50 a month from Pension Plan No. 2 based on a single life annuity pension. If George is married, the monthly amount he receives may be reduced depending on whether he and his wife receive a 50% joint and survivor pension benefit and whether his wife is a qualifying spouse. See "How Your Pension Is Paid" on page 20 for more information.

In addition to his Pension Plan No. 2 pension benefits, George may also be entitled to receive an International (I.O.) Pension, National Electrical Benefit Fund (NEBF) Pension and Social Security benefits.

## Early Pension

You are eligible for an early pension benefit if you are at least:

- age 55 and have earned at least 10 years of eligibility service, or
- age 62 and have earned at least five years of eligibility service.

Your early pension benefit will first be calculated like a normal pension and then adjusted. You can receive the full monthly pension benefit amount starting at age 62 or a permanently reduced pension benefit starting as early as age 55.

The amount your pension benefits are reduced for early commencement depends upon your age when you start receiving them. The amount of the reduction is  $\frac{1}{2}\%$  for each month (6% for each year) that benefits begin before age 62. For example, if your pension benefit starts one year early, at age 61, you get 94% of the monthly amount you would have received if it started at age 62. If it starts two years early, at age 60, you get 88%, and so on, as listed in the "Early Retirement Reduction Factors" table. This actuarial reduction is made to compensate for the longer period of time you are likely to receive pension benefit payments.

### *Early Retirement Reduction Factors*

Age Payments Start	Percent of Normal Pension Benefit
62	100%
61	94%
60	88%
59	82%
58	76%
57	70%
56	64%
55	58%



## Early Pension Example

Let's assume Amy retires at age 60 with 25 years of credited service. Based on the "Early Retirement Reduction Factors" table, Amy's pension benefit is calculated as follows:

25 years × \$55.00 = \$1,375.00

Percent of monthly pension benefit starting at age 60 = 0.88 (88% from the table)  
× \$1,375.00 =

\$1,210.00 monthly pension benefit starting at age 60

In this example, Amy receives \$1,210.00 a month from Pension Plan No. 2 based on a single life annuity pension. If Amy is married, the monthly amount she receives may be reduced depending on whether she and her spouse receive a 50% joint and survivor pension benefit and whether her spouse is a qualifying spouse. See "How Your Pension Is Paid" on page 20 for more information.

## Disability Pension

You are eligible for a disability pension benefit if your covered employment ends because of a disability that begins while you are working in covered employment (defined in "Plan Eligibility" on page 8) and after you have:

- at least 10 years of eligibility service in any pension plan sponsored by the Trustees, including
- at least five years of eligibility service in Pension Plan No. 2.

You must be determined to be disabled by the Social Security Administration and be entitled to receive a disability benefit under Title II of the Social Security Act.

If you qualify for a disability pension, you get your full monthly pension benefit amount without reduction even if you retire before age 62.

Payments begin on the first day of the month following the date that you apply for a disability pension benefit and qualify for a Social Security disability benefit. However, a pension benefit is not paid for any month during which you receive accident and sickness or long-term disability payments from any other program financed by your employer (other than Social Security), whether under the collective bargaining agreement or not. Additionally, in order to receive retroactive disability pension payments, you must file a completed disability application with the Fund Office no later than six months after the Social Security Administration determines you are disabled.

Disability pension payments end when:

- you are no longer eligible for disability benefits from the Social Security Administration,
- the Trustees determine that your disability has ended,
- you refuse to undergo a medical exam requested by the Trustees, or
- you engage in regular employment for remuneration and profit, unless the Trustees determine the employment is primarily for the purpose of your rehabilitation.

### Proof of Disability

The Trustees may request up to two medical exams during any calendar year. The Trustees have discretionary authority to determine if you are no longer disabled.

The Trustees may request up to two medical exams during any calendar year. The Trustees have discretionary authority to determine if you are no longer disabled.

### Form of Disability Payment

If your disability begins before your normal retirement date, you will be eligible for a *disability* pension benefit in the form of an unreduced single life annuity pension. Once you reach your normal retirement date, you will be eligible for a *retirement* pension benefit. If you are single, your *retirement* pension benefit will continue to be paid in the form of an unreduced single life annuity. However, if you are married, your *retirement* pension benefit will be paid as a 50% joint and survivor pension benefit unless you elect, with your spouse's written and notarized consent, an optional payment form.

### Deferred Pension

If your covered employment ends before you reach age 55 and you have at least five years of eligibility service, you can receive your monthly pension benefit amount at age 62, as described under "Early Pension" on page 16. However, if you stop working in the trade and geographical jurisdiction of Local Union 134, you can receive a reduced pension benefit beginning any time after you attain age 55 provided you have at least 10 years of eligibility service. This actuarial reduction is the same as for an early pension benefit.

### Employment After Normal Retirement Age

If you continue to work after your normal retirement age, you may earn additional credited service and eligibility service. Your pension benefit will not be less than the actuarial equivalent of your full normal pension benefit.

No pension benefits are paid if you engage in industry employment while under age 65. Industry employment means you work within the trade and geographical jurisdiction of Local Union 134. Under special rules, pension benefit payments may continue to be made if you work over 40 hours per month, provided you work less than 240 hours in a calendar year. Also, you must give written notice to the Trustees in advance, who may or may not permit you to continue reemployment, and you must register at the Local 134 referral hall.

On and after you attain age 65, if you retire and are later rehired in industry employment before age 70<sup>1</sup>/<sub>2</sub> and work 40 or more hours a month, your pension benefit payments will be suspended. Payments begin again when you work less than 40 hours a month or when you cease industry employment and will be recalculated to take into account any additional years of credited service that you earned by reason of such reemployment.

When pension benefit payments begin again, they will not be less than the amount you were previously receiving.

### Suspension of Benefits

You have a "suspension of benefits" if:

- you continue industry employment after your normal retirement age, or
- you are receiving a pension benefit and your pension benefit stops because of reemployment in the industry.

#### Industry Employment...

Industry employment means you work within the trade and geographical jurisdiction of Local Union 134.

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Suspension of benefits is a U.S. Department of Labor term that means you have retired or reached your normal retirement age but your pension benefit is not being paid because you are still working at least 40 hours per calendar month in industry employment.

## What Social Security Adds

During your employment, both you and your employer pay Social Security taxes based on your earnings. Your Social Security benefits are based on your earnings taxed by Social Security over your working life and adjusted for increases in national average wages. Social Security retirement benefits can start as early as age 62 but are reduced if they begin before your Social Security normal retirement age. Under current law, your Social Security normal retirement age can range from age 65 to 67, depending on the year you were born.

Your spouse may also receive benefits based on your Social Security earnings record. Under current rules, this amount is 50% of your Social Security benefit if both benefits start at age 62 or at your and your spouse's Social Security normal retirement date.



# How Your Pension Is Paid

The form of payment available to you depends on your marital status.

## Automatic Benefit

If you are single when your pension benefit payments begin, you will automatically receive a single life pension benefit. Under this form of payment, you receive your monthly pension benefit for as long as you live. After your death, no payments will be made to anyone else.

If you are married when your pension benefit begins, you either will be eligible for a reduced, actuarially equivalent 50% joint and survivor pension benefit or, if you have a qualifying spouse, an enhanced 50% joint and survivor pension benefit, unless you and your spouse, with his or her written and notarized consent, elect otherwise.

Your spouse is a qualifying spouse who is eligible for the enhanced 50% joint and survivor pension benefit if:

- you are married continuously to the same spouse for the five years before:
  - your last day of credited service or excused absence, or
  - your last day of credited service under another related pension plan, as discussed under “Eligibility Service” on page 10; and
- you are still married at the time your pension benefit payments begin.

If you are married when your pension benefit begins, you and your spouse may elect a single life annuity pension benefit as described above or an optional benefit form in lieu of the automatic benefit, as described in “Optional Benefit.”

## Actuarially Equivalent (Reduced) Benefit

If your spouse is not a qualifying spouse, you will automatically receive a 50% joint and survivor pension benefit for you and your spouse unless you and your spouse elect otherwise. Under this form of payment, you receive a reduced monthly pension benefit for as long as you live. After your death, 50% of your reduced pension benefit will continue to be paid to your eligible spouse every month for the rest of his or her life.

To be eligible, your spouse must be married to you when pension benefit payments begin. Since these payments are expected to be made over two lifetimes, the reduction to your pension benefit will depend on the ages of you and your spouse.



## Enhanced Benefit

If your spouse is a qualifying spouse, you will automatically receive an enhanced joint and survivor pension benefit for you and your spouse unless you and your spouse elect otherwise. Under this pension benefit form, your 50% joint and survivor pension benefit is not reduced. Your pension benefit is equal to the amount you would receive under the single life pension. After your death, your eligible spouse will continue to receive the amount of your pension benefit for 10 years, beginning on the first day of the month following your death. After 10 years, your spouse receives half of that amount for the rest of his or her life.

Your surviving spouse's pension benefit is actuarially reduced if your spouse is more than five years younger than you.

### Surviving Child Benefit

If you are not married or your spouse dies while receiving a survivor pension benefit, your children may be eligible for the enhanced benefit until they reach age 22. Each eligible child receives a pro rata share of the benefit.

## Example of Automatic Pension Payment Forms

Let's suppose Frank retires at age 65 with 30 years of credited service and is eligible to receive a single life pension benefit of \$1,650 a month.

- If he is single, Frank receives \$1,650 a month for the rest of his life.
- If he is married and he and his spouse are the same age, but his spouse is not eligible for the enhanced 50% joint and survivor pension benefit, Frank receives the actuarially equivalent 50% joint and survivor pension of:
  - \$1,456.46 a month for the rest of his life, and
  - \$728.23 to his spouse for the rest of her life after Frank dies.
- If he is married, his spouse is no more than five years younger than Frank, and his spouse is a qualifying spouse eligible for the enhanced 50% joint and survivor pension, Frank receives the enhanced 50% joint and survivor pension benefit of:
  - \$1,650 a month for the rest of his life, and
  - \$1,650 to his spouse until the tenth anniversary of the first pension benefit payment after Frank's death, and then
  - \$825 to his spouse for the rest of her life.

## Optional Benefit

If you are married, you may elect an optional benefit form. Under this benefit form, you would receive a reduced monthly pension benefit for as long as you live. After your death, 75% of your reduced pension benefit will continue to be paid to your eligible spouse every month for the rest of his or her life. To elect this benefit, see the "Waiver" section.

### Waiver

If you are married, you may choose to receive your pension benefit in the single life payment form or the optional benefit form. However, to do so, you must provide the Fund Office with the written and notarized consent of your spouse within 90 days before your pension benefit begins.



## Survivor Benefits

If you die before pension benefit payments begin, the Plan provides pension benefits for your eligible survivors. Your survivor's eligibility for survivor pension benefits depends on such factors as your credited service, age and marital status.

If you die after you are vested, your surviving eligible spouse receives the following benefit:

- If you die after age 55, your spouse receives half of the amount you would have received if you retired with a 50% joint and survivor pension benefit on the day before you died. For payments beginning before age 62, the pension benefit is reduced using the same factors as early retirement. Your spouse's pension benefit will begin the first day of the month after you die and continue until his or her death.
- If you die on or before age 55, your spouse receives half of the amount you would have received if you:
  - left employment on the earlier of the date of your death or your actual last day of employment,
  - survived to age 55, and
  - began receiving a 50% joint and survivor pension benefit beginning on that date.

Once your spouse submits a completed application for survivor pension benefits, your spouse's benefit will begin on the first day of the month following the date of your 55<sup>th</sup> birthday. Your spouse may elect payments to begin later but not after the date you would have reached age 70<sup>1/2</sup>.

If you have been married for more than five years, your spouse may be eligible for the pension benefit described below in "If You Die and Have Been Married More Than Five Years."

### If You Die and Have Been Married More Than Five Years

If you die and you and your spouse have been married continuously for at least five years on your last day of credited service, your spouse generally will receive your pension benefit (unreduced for early payment), payable upon your death for 10 years. If your spouse is more than five years younger than you, he or she will receive an actuarially reduced monthly pension benefit. After 10 years, your spouse receives half of that amount for the rest of his or her life.

Your spouse is eligible if you have at least 10 calendar years with credited service or 25 years of eligibility service and:

- you die before your pension benefit payments begin, or
- you die while receiving a disability pension benefit, which started after June 30, 1981.

To be eligible for this special surviving spouse payment form, you and your spouse must have been married continuously for five years on:

- your last day of credited service or excused absence, or
- your last day of credited service under another related pension plan (see "Eligibility Service" on page 10 for a list of related pension plans).

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However, a spouse who is divorced or legally separated from you or is already receiving a survivor pension benefit from the Plan is not eligible for this special surviving spouse benefit.

If you do not have an eligible spouse, or if your spouse dies while receiving this survivor pension, your children may be eligible for this benefit until they reach age 22. Each eligible child receives a pro rata share of the benefit.

## Receiving a Disability Pension

As described under “Disability Pension” on page 17, a disability pension benefit is payable as a single life annuity until you attain age 65. At that time you are eligible to elect survivor benefits for your spouse. If you die before you reach normal retirement age, your spouse is eligible for either the surviving spouse benefit or the enhanced survivor benefit depending on how long you have been married. However, if you die after electing your form of pension benefit payment, your spouse’s survivor pension benefit will depend on the benefit form you elected (see “How Your Pension Is Paid” on page 20).

## How Reemployment Affects Your Pension

If you return to work after a break in service or after you retire, your pension benefit may be affected.

### *Before Payments Begin*

If you return to covered employment after a break in service but before receiving pension benefit payments, your pension benefit amount for each period will be determined as described below. You will need to meet the eligibility service requirements when you return to work (see “Plan Eligibility” on page 8).

- If you returned to work in covered employment before August 15, 2004, and earn eligibility service and any credited service after that date, your pension benefit will be determined by the Plan provisions in effect on the last date you work in covered employment.
- If you return to work in covered employment on or after August 15, 2004, and earn two years of credited service within a 36-month period, your pension benefit will be determined by the Plan provisions in effect on the last date you work in covered employment.
- If you return to work in covered employment, but you do not meet the requirements described in either of the two bulleted items above, your pension benefit will be determined separately for the time before and after the break years as follows:
  - Your pension benefit for your credited service before the break years will be based on the Plan provisions in effect on the date you stopped working in covered employment before the break years.
  - Your pension benefit for your credited service after the break years will be based on the Plan provisions in effect on the date you stopped working in covered employment after the break years.
- If you do not return to work in covered employment after the break years, your pension benefit will be based on the Plan provisions in effect on the date you stopped working in covered employment.



## *After Payments Begin*

If you resume employment within the trade and geographical jurisdiction of Local Union 134 before age 70½ while receiving pension benefit payments, your pension benefit will stop immediately. However, such payments will not be stopped if you:

- are at least age 65 and are employed for less than 40 hours per month, or
- notify and receive permission from the Trustees and you are employed for less than 240 hours in any calendar year (see the “For a Short Period” box at the end of this “After Payments Begin” section for more information).

Any payments made in error during such a period of reemployment must be repaid.

When you retire or reach age 70½, your pension benefit will include any amount attributable to any credited service earned during the period of suspension.

The pension benefit payable upon your later retirement date will be the sum of the monthly pension amount attributable to your earlier employment and the monthly pension amount attributable to any credited service during your reemployment. However, if you had been receiving a disability pension benefit and resumed covered employment both before reaching your normal retirement age and within 12 months after your disability ended, your later pension benefit may be calculated under the Plan provisions in effect on your later retirement date. For this to apply you must earn one year of eligibility service in the calendar year in which your disability ends or the succeeding calendar year.

### **For a Short Period**

Before you turn age 65, you may return to industry employment after your pension benefits begin for a short period and continue to receive a pension benefit other than the disability pension benefit. To qualify for continuing pension benefit payments, you must:

- give the Trustees advance written notice and receive permission to return to industry employment,
- register at the Local 134 referral hall, and
- work in covered employment for less than 240 hours in any calendar year.



## Applying for Pension Benefits

To apply for your Pension Plan No. 2 benefits, you (or your beneficiary) may telephone or write to the Fund Office for pension benefit application forms. You (or your beneficiary) must file a completed application with the Fund Office, who will then present your application to the Trustees for approval. You (or your beneficiary) must supply evidence of age and any other additional information the Trustees consider necessary to process the application.

The completed application should be received by the Fund Office by the end of the month prior to your retirement date. If approved, you can expect benefit payments to begin at least 90 days from your retirement date. Your first pension benefit payment will be retroactive to your retirement date. It is your responsibility to furnish any information needed, including a current mailing address. The Plan provides survivor pensions to eligible spouses or children as described under "Survivor Benefits" on page 22.

The Trustees rely on the information you provide with your application. In the event you claim credit for hours worked in covered employment which are not reflected by the records of the Fund Office, you must submit sufficient evidence, satisfactory to the Trustees, to substantiate any such additional hours claimed. If you willfully make a false statement that is material to your application or furnish fraudulent information, pension benefits under the Plan may be denied, suspended or discontinued. The Trustees have the right to recover any pension benefit payments made in reliance on any willfully false or fraudulent statements.



# Rules, Regulations and Administrative Information

This section provides information on what to do if your benefit is denied or you receive a court order affecting your benefit, who is responsible for overseeing the Plan and how to contact them, and your rights under federal legislation.

## If Your Application for Benefits Is Denied

If an application for pension benefits is partially or wholly denied, you (or your beneficiary) will be notified within 90 days (45 days if the application is for a disability pension benefit) from the time the application is received by the Trustees or within 180 days (75 days with one extension or 105 days with two extensions, if the application is for a disability pension benefit) if the Trustees notify you before the end of the initial notification period that additional time is needed for processing the application. To help you refile your application the denial notice will give you:

- the specific reason for the denial;
- reference to the specific Plan provisions on which the determination is based;
- a description of any additional material or information necessary for you to perfect the claim and an explanation of why it is needed;
- a description of the Plan's review procedures and time limits;
- a statement of your right to bring a civil action under Section 502(a) of ERISA following a denial of your claim on review;
- if your application is for a disability pension benefit, your right to receive, upon your request, a copy of any internal rules, guidelines, protocols, or other similar criteria used as a basis for the denial; and
- if your application is for a disability pension benefit, your right to receive, upon your request, an explanation of the scientific or clinical judgment that was used in applying the terms of the Plan to your medical circumstances.



You or your beneficiary may request a review by the Trustees no later than 60 days after a notice of denial is received (180 days if the denied application is for a disability pension benefit). This request must be in writing and specify that it is an appeal for a review of a denied application for benefits. In connection with this appeal, you, your beneficiary or a representative has the right to review pertinent documents and submit issues and comments in writing to the Trustees. You may request copies of all documents, records and other information relevant to your denied claim. If you are appealing a denial of an application for a disability pension benefit, you may also request access to:

- any policy, statement or guidance concerning the denied treatment option or benefit for your diagnosis, regardless of whether it was relied on in the denial; and
- the identity of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the denial, regardless of whether the advice was relied on in the denial.

Your appeal will be decided by the Board of Trustees or a sub-committee of the Board. The Trustees hold regular meetings at least four times per year. If your appeal is filed more than 30 days before a regular meeting of the Trustees, your appeal will be decided at that meeting unless special circumstances require an extension of time for processing, in which case a decision will be made on your appeal at the next following meeting of the Trustees. If your appeal is filed within the 30-day period immediately preceding a regular meeting of the Trustees, the appeal will not be decided at that meeting but will be decided at the next following meeting, unless special circumstances require an extension of time for processing your appeal. In that case, a decision will be made on your appeal at the third regular meeting following the date your appeal was filed.

Once the Board of Trustees has decided your appeal, the Plan will send you a written notice of the decision. The notice will be mailed within five days of the Trustees' decision. If the Trustees uphold the denial of your claim, you will then have the right to file suit under the authority of the Employee Retirement Income Security Act of 1974, as amended (ERISA). Also, if your appeal is denied, you are entitled to receive upon request at no cost, copies of documents and information that the Plan relied on in denying your claim.

No lawsuit or other action against the Trust Fund or its Trustees may be filed until the matter has been submitted for review under these procedures. In the event your appeal has been denied, no legal action can be brought after 90 days from the decision on appeal.

## Assignment of Benefits

The Plan is intended to pay pension benefits only to you or your eligible survivors. Your pension benefits cannot be used as collateral for loans or assigned in any other way, except in connection with certain domestic relations orders issued by a court of law. A domestic relations order requires payment of maintenance, child support or other marital assets (which could include all or a portion of your benefit from this Plan) to a spouse, former spouse, child or other dependent. You will be notified if such an order is received against you. You are entitled to receive, upon request and at no charge, a copy of the Plan's procedures used in determining the qualified status of a domestic relations order.



## Other Plan Details

This section contains other important information about the administration and funding of Pension Plan No. 2 - Construction Employees.

### Plan Name

The official name of the Plan is the Electrical Contractors' Association and Local Union 134, I.B.E.W. Joint Pension Trust of Chicago Pension Plan No. 2.

### Plan Administrator and Plan Sponsor

The Plan Administrator and Plan Sponsor of the Electrical Contractors' Association and Local Union 134, I.B.E.W. Joint Pension Trust of Chicago Pension Plan No. 2 - Construction Employees as described in this Booklet is the:

Board of Trustees of Electrical Contractors'  
Association and Local Union 134, I.B.E.W.  
Joint Pension Trust of Chicago  
221 North LaSalle Street, Suite 200  
Chicago, Illinois 60601

The benefit program is administered under provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA) and the Internal Revenue Code of 1986, as amended. All of your rights and benefits are solely governed, respectively, by the Joint Pension Trust and Pension Plan No. 2.

### Agent of Legal Process

Sean P. Madix, located at 221 North LaSalle Street, Suite 200, Chicago, Illinois 60601, is the agent for service of legal process concerning the Plan. The telephone number is (312) 782-5442. Service may also be made on the Board of Trustees or an individual Trustee at the addresses listed below.

### Trustees

The Plan Trustees who authorize benefit payments have the authority to resolve questions concerning the Plan and to make rules to implement the Plan. The Trustees have discretion to interpret the provisions of the Plan to determine eligibility and Plan benefits. Benefits will only be paid when the Board of Trustees, or persons delegated by them to make such decisions, decide, in their sole discretion, that the participant or beneficiary is entitled to benefits under the terms of the Plan.

As of July 1, 2012, the members of the Board of Trustees are as follows:

#### *Employer Trustees*

William T. Divane, Jr.  
Divane Brothers Electric Company  
2424 North 25<sup>th</sup> Avenue  
Franklin Park, Illinois 60131  
(847) 455-7143

Steven Diamond  
Malko Electric Company  
6200 Lincoln Avenue  
Morton Grove, Illinois 60053  
(847) 967-9500



Michael R. Walsdorf  
Advent Systems, Inc.  
435 W. Fullerton Avenue  
Elmhurst, Illinois 60126  
(630) 279-7171

Kenneth Bauwens  
Jamerson & Bauwens Electrical Contractors, Inc.  
3055 MacArthur Blvd  
Northbrook, Illinois 60002  
(847) 291-2000

Kevin M. O'Shea  
Shamrock Electric Company  
1281 East Brummel Avenue  
Elk Grove Village, Illinois 60007  
(847) 593-6070

### *Union Trustees*

Terry Allen

John P. Dalton

Samuel Evans

Christopher N. McCormick

Kevin Connolly

I.B.E.W. Local 134  
600 West Washington Boulevard  
Chicago, Illinois 60661  
(312) 454-1340

All questions and requests for information should be sent to the Trustees at the following address:

**Attention:** Plan Administrator  
ECA & Local 134 I.B.E.W.  
Joint Pension Trust of Chicago  
Pension Plan No. 2  
221 North LaSalle Street, Suite 200  
Chicago, Illinois 60601

### **Plan Funding**

Your participation under the Plan is paid for by contributions of the contributing employers to the Board of Trustees of Electrical Contractors' Association and Local Union 134, I.B.E.W. Joint Pension Trust of Chicago. The amount of the contribution is established by the Plan's actuary. Assets are held in trust by the Trustees and disbursed by them. Contributions are sent to the Pension Trust Fund's custodian, The Northern Trust Company, for investment.

### **Plan Year**

Plan administration and Plan records are maintained on a fiscal-year basis with the Plan year ending on June 30.



## Employer Identification Number

The employer identification number for federal government purposes is 51-6030753.

## Plan Number

The Plan number is 002.

## Future of the Plan

Although the Trustees intend to continue the Plan indefinitely, the Trustees reserve the right to change or discontinue the Plan at any time, for any reason, in their sole and unrestricted discretion. Modifications or amendments may be made retroactively, if necessary, to qualify or maintain the benefits program in order to meet the requirements of the Internal Revenue Code of 1986, as amended or the Employee Retirement Income Security Act of 1974, as amended (ERISA). No amendment will deprive you of any pension benefits to which you have earned the right to receive, to the extent that those benefits are then funded. If the Plan is terminated, your pension will be 100% vested.

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. Only vested benefits are guaranteed. Under the current multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by:

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

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 30 years of service would be \$12,870.

The PBGC guarantee generally covers:

- normal and early retirement benefits;
- disability benefits if you become disabled before the Plan becomes insolvent; and
- certain benefits for your survivors.



The PBGC guarantee generally does *not* cover:

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

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4000 (not a toll-free number).

TTY/TDD users may call the federal relay service toll-free at (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 on the Internet at <http://www.pbgc.gov>.

## Your Rights Under ERISA

As a Plan participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA), as outlined in this section.

### Receive Information About Your Plan and Benefits

ERISA provides that all Plan participants are entitled to:

- Examine Plan documents (including any insurance contracts where applicable) and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports (including Form 5500 series) and Plan descriptions. You may review these documents without charge at the Plan Administrator's office during normal business hours. In addition, documents filed with the U.S. Department of Labor are available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of Plan documents and other Plan information (including insurance contracts, Form 5500 series, and an updated Summary Plan Description) upon written request to the Plan Administrator. The Plan Administrator may charge a reasonable fee for copying these documents.
- 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 report.

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- Obtain a statement telling you whether you have a right to receive a pension benefit at your normal retirement age. This statement will tell you what your pension benefits would be at your normal retirement age if you were to stop working now. If you are not entitled to a pension benefit, the statement will tell you how many more years you must work to earn one. You may request this statement in writing, free of charge, once a year.

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon people who are responsible for the operation of the Plan. The people who operate the Plan are called “fiduciaries” of the Plan and have a duty to do so prudently and in the best interest of you and other Plan participants and beneficiaries. 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 retirement benefit or exercising your rights under ERISA.

### Enforce Your Rights

If your claim for a 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 Plan 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 the costs and fees, for example, if it finds your claim is frivolous.

### Allocation of Fiduciary Responsibility

The Plan Administrator has full power and discretionary authority to administer the Plan. This includes, but is not limited to, discretionary authority to determine all questions relating to eligibility to participate in, be covered by, and receive a benefit under the Plan. The Trustees may rely on its administrative guidelines and precedents and seek advice from a third party consultant or legal counsel. The Trustees may delegate authority, in whole or in part, in certain circumstances, subject to review by the Trustees under applicable procedures. Benefits will only be paid when the Board of Trustees, or persons delegated by them to make such decisions, decide, in their sole discretion, that the participant or beneficiary is entitled to benefits under the terms of the Plan.



## Assistance With Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory, or the:

Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration (EBSA)  
U.S. Department of Labor  
200 Constitution Avenue N.W.  
Washington, D.C. 20210

EBSA's regional office is located at 230 South Dearborn Street, Suite 2160, Chicago, Illinois 60606, and its telephone number is (312) 353-0900.

You may also obtain certain publications about your rights and responsibilities under ERISA by contacting the Employee Benefits Security Administration as follows:

- By calling (866) 444-3272;
- Sending electronic inquires to [www.askebsa.dol.gov](http://www.askebsa.dol.gov); or
- Visiting the web site of EBSA at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).



# Contact Information

The following table shows you who to contact when you have questions about your benefits.

<b>For Information on...</b>	<b>Contact</b>	<b>Phone Number and Website</b>
Requesting a distribution from your account or applying for benefits	The Fund Office	(312) 782-5442 <a href="http://www.fundoffice.org">www.fundoffice.org</a>