

# Summary Plan Description For The IBEW® Pension Benefit Fund



Summary Plan Description for the  
IBEW® Pension Benefit Fund  
Revised October 2002



**TRUST FOR THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS®  
PENSION BENEFIT FUND**

1125 Fifteenth Street, N.W., Washington, DC 20005

October 31, 2002

Edwin D. Hill  
Trustee  
Jeremiah J. O'Connor  
Trustee

**To All "A" Members of the IBEW:**

In September 2001, the delegates to the 36th IBEW International Convention approved several changes to the IBEW Pension Benefit Fund (PBF). This Summary Plan Description outlines the new benefits provided by the IBEW PBF. They include new pension rates for those who retire after January 1, 2002; an increased death benefit for those who die after September 10, 2001; and a recalculation of pension benefits for those who have elected the Optional Spouse's Benefit and who have subsequently lost their spouse through either death or divorce.

In addition to these changes, the U.S. Department of Labor amended the claims and appeals procedure, regarding claims for a disability pension. Finally, the International Executive Council amended the PBF's *Rules and Regulations* to provide that participants and beneficiaries who will receive \$30.00 or less in monthly benefits will receive the actuarial equivalent in a lump sum. (Individuals who are presently receiving a benefit of \$30.00 or less may choose the lump sum or receive their benefit on a regular basis, which may be less frequently than monthly.) The lump sum will not apply to those receiving disability benefits.

I urge you to familiarize yourself with the changes to our pension plan and to retain a copy of this Summary Plan Description with your records. The International Office is available to assist you with any questions regarding your PBF benefits. Please address inquiries to the IBEW Pension & Death Claims Department, 1125 Fifteenth Street, N.W., Washington, DC 20005 or email us at [Pension@IBEW.org](mailto:Pension@IBEW.org). Please include with all inquiries your full name, local union, card number, and Social Security number.

Fraternally yours,

Edwin D. Hill  
Trustee

Jeremiah J. O'Connor  
Trustee

## NOTICE

The Employee Retirement Income Security Act of 1974 (ERISA) provides that all pension plans should make available to their participants and beneficiaries a Summary Plan Description written in language calculated to be understood by the average participant or beneficiary. The International Brotherhood of Electrical Workers Pension Benefit Fund Summary Plan Description follows:

The International Brotherhood of Electrical Workers is the sponsor of the IBEW Pension Benefit Fund (IBEW PBF), established in the IBEW Constitution. The IBEW is located at 1125 Fifteenth Street, N.W., Washington, DC 20005. The Employer Identification Number of the IBEW is 53008380. The plan number assigned by the IBEW to the IBEW PBF is 001. June 30 is the end of the Plan's fiscal year for the purposes of maintaining the Plan's fiscal records. The IBEW PBF is a defined benefit plan.

The plan administrator is the International Secretary-Treasurer (I.S.T.) of the IBEW, Jeremiah J. O'Connor, who can be reached by mail at 1125 Fifteenth Street, N.W., Washington, DC 20005, or by telephone at (202) 833-7000. Should you have some legal process to serve, the agent for service of legal process is Jeremiah J. O'Connor, the plan administrator. The plan trustees, identified later, may also be served, as well as the attorneys at Potts-Dupre, Difede & Cole, located at 1125 Fifteenth Street, N.W., Suite 444, Washington, DC 20005.

Active "A" membership in the IBEW is required for participation in the Plan. Any member of the IBEW may elect "A" membership by agreeing to pay the appropriate per capita dues. The IBEW Constitution provides that, effective January 1, 2001, each "A" member shall pay \$20.30 per month, broken down as follows:

- \$ 9.00 into the General Fund
- \$11.30 into the Pension Benefit Fund

As noted above, the \$11.30 portion of the dues required by the IBEW Constitution is the source of contributions to the IBEW PBF.

In addition to the above monthly per capita dues, the IBEW Constitution requires that each "A" member shall pay two dollars (\$2.00) upon joining the IBEW to the IBEW PBF.

The kinds of benefits payable by the Plan, the basic requirements for eligibility, and conditions relating to ineligibility under the Plan are summarized below:

### ***Benefits of "A" members in active participation on or after January 1, 2002.***

**1. Normal Pension.** An "A" member of the IBEW in continuous good standing with five (5) or more years immediately preceding his or her application, who has attained the age of sixty-five (65) years, shall receive pension benefits computed on the basis of three dollars and fifty cents (\$3.50) per month for each full year of such continuous "A" membership earned through 1997, and four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership earned in

and after 1998. In no event shall any "A" member retired under this section be paid a monthly pension benefit less than he or she would have received under the pension benefit provisions of the Constitution prior to January 1, 2002. If a member's benefit will be \$30.00 or less, and the benefit commenced prior to January 1, 2003, the participant may choose to receive the monthly benefit or a one-time lump sum payment that will be the actuarial equivalent of the benefit otherwise payable. If such member does not choose the lump sum payment, the I.S.T. has the authority to pay the benefit at intervals less frequently than monthly. If a member's benefit will be \$30.00 or less, and the benefit commenced on or after January 1, 2003, the member shall receive a one-time lump sum payment that will be the actuarial equivalent of the benefit otherwise payable.

**2. Optional Early Retirement Pension.** An "A" member of the IBEW in continuous good standing with twenty (20) or more years immediately preceding his or her application, who has attained the age of sixty-two (62) years, may elect to receive reduced pension benefits as long as he or she lives, computed on the basis of three dollars and fifty cents (\$3.50) per month for each full year of such continuous "A" membership earned through 1997, and four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership earned in and after 1998, reduced by six and two-thirds percent ( $6\frac{2}{3}\%$ ) for each year or part thereof the said "A" member was under the age of sixty-five (65) at the date of his or her retirement. The election of this option must be made on a form prescribed by the I.S.T. and will become effective on the date he or she is placed on pension. The election of this option shall be irrevocable. If a member's benefit will be \$30.00 or less, the rules set forth in Section 1 shall apply.

**3. Disability Pension.** An "A" member of the IBEW who is totally disabled and has continuous good standing of twenty (20) or more years immediately preceding his or her application shall receive disability pension benefits, if such application is approved after December 31, 2001, computed on the basis of three dollars and fifty cents (\$3.50) per month for each full year of such continuous "A" membership earned through 1997, and four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership earned in and after 1998. If a member was totally disabled prior to or on December 31, 2001, the member's benefits will be based on rates that were in effect on or before December 31, 2001. For members who return to work for a period of time and whose disability subsequently recommences, if the International Executive Council (I.E.C.) determines that total disability has recommenced



within a period less than nine (9) months after the end of the prior period of disability, the disability pensioner need not reapply for benefits, but may resume disability retirement upon written notice to the I.S.T. However, if the period of time is more than nine (9) months after the end of the prior period of disability, the member who seeks reinstatement to total disability pension benefits shall submit an application in accordance with the disability procedures below. *For purposes of the Disability Pension, the Optional Spouse's Benefit, discussed immediately below, shall be paid to the surviving spouse only if the "A" member was receiving the Disability Pension at the time of his or her death or within the nine (9) months after the end of a prior period of disability.*

**Optional Spouse's Benefit.** Each "A" member retired under a normal, early, or disability pension may, in lieu of the payment of pension as outlined above, elect to receive a reduced pension as long as he or she lives, with the provision that after his or her death one-half (1/2) of such reduced pension shall continue to be paid to his or her spouse thereafter as long as such spouse survives him or her. The amount of such reduced pension payable under this election shall be actuarially equivalent to the pension otherwise payable. This election is effective on the date the member is placed on pension and shall be irrevocable, except in the event the member and the member's spouse are subsequently divorced or in the event the member's spouse subsequently predeceases the member, in which case the benefit payable to the member shall be recalculated and shall be equal to the unreduced benefit that would have been provided under a normal, early retirement, or disability pension, as the case may be. This recalculated benefit shall commence the month of January 2002 for those members who became divorced or whose spouses predeceased them prior to or on December 31, 2001; and for all other members, as of the last day of the month next following either the date of the divorce or the death of the spouse. If a spouse's benefit will be \$30.00 or less, the rules set forth in Section 1 shall apply.

**4. Vested Pension.** An "A" member who has completed twenty (20) or more years of "A" membership in continuous good standing and who ceases being engaged in the electrical industry prior to the attainment of age sixty-five (65) shall, if an application is filed and approved after December 31, 2001, obtain a vested right to pension benefits, but not disability pension benefits or death benefits. This vested right will entitle him or her to receive, commencing at age sixty-five (65), pension benefits computed on the basis of three dollars and fifty cents (\$3.50) per month for each full year of such continuous "A" membership earned through 1997, and four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership earned in and after 1998, less three dollars and fifty cents (\$3.50) per month for each year or part thereof the said "A" member was under the age of sixty-five (65) at the date his or her application was received. The applicant for vested pension rights must maintain his or her continuous good standing as an "A" member until the date of approval of his or her application by the I.E.C., and shall, in the event of such approval, receive a full refund of I.O. dues from the month following receipt of his or her application. The period following

the receipt of such application shall not be counted in computing the amount of vested pension rights. If a vested pensioner's benefit will be \$30.00 or less, the rules set forth in Section 1 shall apply.

It should be emphasized that twenty (20) or more years of continuous good standing, alone, does not secure a vested pension. The conditions on ceasing to be engaged in the electrical industry and making a timely (i.e., while still enjoying continuous good standing) application must be satisfied. For example, a person with twenty (20) or more years of continuous good standing who works in the electrical industry without maintaining membership loses any claim to a vested benefit. Likewise, a person with twenty (20) or more years of continuous good standing who resigns, is properly expelled from the union, or is automatically dropped from membership for a failure to stay current with dues and/or assessments, forfeits all claim to a vested benefit.

**5. Death Benefits.** Upon the death of an "A" member on or after September 10, 2001, a death benefit shall be payable as follows:

**(a) Benefit Level.** Upon the death, on or after September 10, 2001, of a non-retired "A" member who then has at least six (6) months continuous and active good standing, the beneficiary to receive the death benefits payable under this paragraph shall be paid the sum of six thousand two hundred fifty dollars (\$6,250.00) if the said "A" member died from natural causes, or the sum of twelve thousand five hundred dollars (\$12,500.00) if the said "A" member died by accidental means. However, no death benefit shall be payable upon the death of a non-retired "A" member if such member was more than two (2) months in arrears in dues payments, unless it can be demonstrated that the arrearage was not the fault of the member in which case the death benefit shall be reduced by the amount of the arrearage. Upon the death from either natural causes or accidental means of an "A" member on or after September 10, 2001, who is retired under a normal, early retirement, or disability pension, the beneficiary to receive the death benefits shall be paid a sum computed by subtracting from six thousand two hundred fifty dollars (\$6,250.00) all pension benefits paid by the IBEW PBF to the retired member. However, in no event shall the amount of the death benefit due as a result of the death of an "A" member retired under a normal, early retirement, or disability pension, be less than three thousand dollars (\$3,000.00), except as provided in section (c) below. All death benefits payable under this provision are payable without interest.

**(b) Beneficiaries.** Upon the failure of any member to name an original beneficiary, or to name a new beneficiary after the death or inability to take of one previously named, the death benefit shall be payable to the following individual(s) in the indicated order of priority: 1) member's spouse; 2) member's children; 3) member's parents; and 4) member's estate. Every "A" member shall have the right to name the person or persons, including the member's estate, who are to be the member's beneficiary or beneficiaries under the death benefit provisions of the IBEW PBF. Every member

shall have the privilege of changing beneficiaries. If the beneficiary entitled to the death benefit (either the beneficiary named by the "A" member or the individual(s) in the indicated order of priority stated above) cannot be located or does not file a claim for the death benefit within ninety (90) days after the date of death, the benefit may be paid to a contingent beneficiary or in the indicated order of priority stated above. If no valid claim is filed, no appropriate beneficiary can be located, and the member has no estate to which the benefit can be paid, the death benefit shall revert to the IBEW PBF on the second year anniversary of the member's death and no benefit will be paid subsequent to the reversion.

**(c) *Setoff of Death Benefit.*** If the IBEW PBF has sent pension checks payable to the deceased member after the member's death as a result of a failure to notify the Fund of the death of the member, and the recipient of those pension checks has not returned them to the Fund, but retained the pension money, the Fund may set off from the death benefit, and refuse to pay to any beneficiary, the amount equal to the total amount of the pension overpayment. If the overpayment is less than the amount of the death benefit, the amount of the overpayment is subtracted from the amount of the death benefit payable, and the deceased member's beneficiary will receive the difference. If the overpayment is greater than the amount of the death benefit payable, the death benefit payable is subtracted from the amount of the overpayment due and the Fund is fully authorized to recover whatever additional amounts are owed.

*Benefits of "A" members who have retired on or before December 31, 2001, or died on or before September 9, 2001.* The pension benefits of an "A" member of the IBEW, who has retired from the electrical industry and was placed on the pension rolls on or before December 31, 2001, shall be governed by the rules in effect as of the date he or she was placed on the pension rolls. The death benefits of an "A" member of the IBEW, who has died on or before September 9, 2001, shall be governed by the rules in effect as of the date of his or her death.

Benefits can be waived or lost under certain circumstances. Any member who desires to waive any portion of his or her pension, either monthly or yearly, may do so by notifying the I.S.T. Any portion of the pension so waived will not be returned to the pensioner at a later date. Further, any member who transfers from "A" membership status to "BA" membership status or who is dropped from membership after six (6) months' delinquency in dues payments or who has accepted honorary withdrawal card status shall not be considered in good standing for purposes of determining eligibility for or in computing benefits.

It is a condition for admission to pension benefits, including vested pension right and the continuation thereof, that the member shall not perform any work of any kind coming under the IBEW's jurisdiction either for compensation or gratis for anyone, except that a member may work as an instructor in an IBEW recognized apprenticeship program, or as an electrical inspector for a governmental authority where electrical inspec-

tors are not covered by an approved IBEW collective bargaining agreement.

An IBEW retiree shall be permitted to attend L.U. meetings and, with the L.U.'s approval, have a voice at such meetings, but shall not have a vote. He or she shall observe his or her obligation of membership and show due obedience to IBEW laws and the bylaws of its L.U.s. No member, pensioner or beneficiary shall have the right to assign, transfer, sell, mortgage, encumber or pledge any pension or death benefits. Any such action shall be void and of no effect whatsoever. So that such benefits shall not in any way be subject to any legal process, execution, attachment or garnishment or be used for the payment of any claim against any member, pensioner, or beneficiary, or be subject to the jurisdiction of any bankruptcy court or insolvency proceedings by operation of law or otherwise, the I.E.C. shall have the right to postpone any payment under this Plan to a pensioner or beneficiary. Any member violating any of the provisions of the IBEW Constitution's Articles describing the Plan, or any member aiding or abetting a member to do so, after investigation by the I.E.C. and being found guilty, may be permanently barred from ever participating in these benefits, and may be suspended, expelled, or assessed as the I.E.C. may decide.

Years of membership for the purposes of determining the years of service for eligibility for a benefit are determined by IBEW records of dues payment. Credit for a year of service is given only for full years. Moreover, the period of membership used in determining eligibility or in computing benefits shall include only consecutive years of "A" membership in good standing in the IBEW at the time an application is requested, except that years of membership when on pension or disability shall not be counted.

Applications for pension benefits, other than disability pension benefits, shall be made in accordance with the following procedure:

1. A written request for a pension application must be sent to the I.S.T. either by the member or his or her local union. The request should include the name, local union number, card number, date of birth, and the type of pension benefit sought.

2. For all such requests that meet the appropriate age and membership requirements, an application will be transmitted to the member's local union financial secretary who will present the application to the prospective retiree for completion. Participating withdrawal card members will exchange their applications directly with the I.O.

3. Upon receipt of the member's correctly completed application, the financial secretary of the local union shall report on it at the local union meeting and shall then forward the properly signed and sealed application to the I.S.T.

4. The I.S.T. shall review and make determinations upon all such applications. Those that appear to be in order shall be placed on the pension benefit roll. The I.S.T. shall report his or her action on each application to the I.E.C. at its next meeting.

5. Any member, on being notified that he or she is entitled to such benefits or rights, shall pay his or her per capita tax for the current month in his or her local union. These members will

be placed on the pension roll the first of the month following favorable action by the I.S.T. or the I.E.C. and after they have paid their dues in full to their local unions.

6. If the I.S.T. determines that an individual who has claimed a right to receive benefits under the Plan is not entitled to receive all or any part of the benefits claimed, the I.S.T. will inform the claimant by certified or registered mail of the determination and explain the reasons for it in layman's terms with specific references to pertinent plan provisions on which the determination is based. The determination notice will also include a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary. Finally, the notice will provide a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination. The I.S.T. will notify the claimant of his or her initial determination within ninety (90) days after receipt of the fully filled-out claim by the I.S.T., unless special circumstances require an extension of time for processing the claim, in which case the I.S.T. will notify the claimant, in writing, of such special circumstances and will act within one hundred eighty (180) days after receipt. If an extension of time is required, an extension notice will be sent to the claimant. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The appeal procedure is as follows: The claimant or a designated representative may within sixty (60) days after receipt of the notification of the I.S.T.'s denial submit to the I.E.C. by certified or registered mail a request for review. At that time, the claimant or the designated representative will be given the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. The claimant will also be provided, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claimant's claim for benefits. The I.S.T. will furnish all records and data on these applications to the I.E.C.

The decision on appeal will be made at the I.E.C.'s next regularly scheduled meeting. If the next regularly scheduled meeting is within thirty (30) days of receipt of the request for review, the decision may be made at the second regularly scheduled meeting of the I.E.C. following the receipt of the request for review. If special circumstances require a further extension of time, a benefit determination shall be rendered not later than the third regularly scheduled meeting of the I.E.C. If such extension of time is required, the I.E.C. will provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the determination will be made. The I.E.C. will render its final decision in writing, by certified or registered mail, within five (5) days of the determination. If there is an adverse benefit determination on review, the I.E.C. shall provide the reasons and reference the Plan's provisions on which the adverse benefit determination is based. In such event, the claimant is also enti-

tled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits, and will be notified that he or she has the right to bring a civil action under ERISA Section 502(a).

Applications for disability pension benefits shall be made in accordance with the following procedure:

1. A written request for a pension application must be sent to the I.S.T. either by the member or his or her local union. The request should include the name, local union number, card number, date of birth, and the type of pension benefit sought.

2. For all such requests that meet the membership requirements, an application will be transmitted to the member's local union financial secretary who will present the application to the prospective disabled member for completion. Participating withdrawal card members will exchange their applications directly with the I.O.

3. Upon receipt of the member's correctly completed application, the financial secretary of the local union shall report on it at the local union meeting and shall then forward the properly signed and sealed application to the I.S.T.

4. The I.S.T. shall review and make determinations upon all such applications. Those that appear to be in order shall be placed on the pension benefit roll. The I.S.T. shall report his or her action on each application to the I.E.C. at its next meeting.

5. Any member, on being notified that he or she is entitled to such benefits or rights, shall pay his or her per capita tax for the current month in his or her local union. These members will be placed on the pension roll the first of the month following favorable action by the I.S.T. or the I.E.C. and after they have paid their dues in full to their local unions.

6. The I.S.T. will notify the claimant of his or her determination of the initial claim within forty-five (45) days after receipt by the I.S.T. of the fully filled-out claim, unless the I.S.T. determines that an extension is necessary due to matters beyond his or her control and notifies the claimant, within the original forty-five (45) day period, that the I.S.T. will require an additional thirty (30) days and will act within seventy-five (75) days after receipt of the claim. The determination period may be re-extended for a further thirty (30) days, if circumstances arise, for a possible determination period of one hundred five (105) days.

If extensions are required, extension notice(s) will be sent to the claimant. The extension notice shall explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. If further information is required from the claimant, the claimant shall be afforded at least forty-five (45) days within which to provide the specified information.

If an adverse benefit determination is made, a determination notice will be sent by certified or registered mail and will explain in layman's terms the reasons for the determination, with specific references to pertinent Plan provisions on which the determination is based. The determination notice will also include a description of any additional material or information



necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary. Finally, the notice will provide a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination.

The appeal procedure is as follows: If the I.S.T. determines that an individual who has claimed a right to receive benefits under the Plan is not entitled to receive all or any part of the benefits claimed, the claimant or a designated representative may within one hundred eighty (180) days after receipt of the I.S.T.'s denial submit to the I.E.C. by certified or registered mail a request for review. At that time, the claimant will be given the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. The claimant will also be provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits.

The I.E.C. will notify a claimant of the benefit determination on review within forty-five (45) days of receipt of the claimant's request for review by the Plan, unless the I.E.C. determines that special circumstances require an extension of time for processing the claim. In no event shall such extension of time exceed a period of forty-five (45) days from the end of the initial period. If the I.E.C. determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the end of the initial forty-five (45) day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. If there is an adverse benefit determination on review, the I.E.C. shall provide the reasons and reference the Plan's provisions on which the adverse benefit determination is based. In such event, the claimant is also entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits, and will be notified that he or she has the right to bring a civil action under ERISA Section 502(a).

The IBEW PBF is a union dues financed plan covering "A" members of the Brotherhood. The assets of the Plan are held by the Trust for the IBEW PBF. The trustees of the Plan are the International President, International Secretary-Treasurer, and members of the International Executive Council of the IBEW. Their current names and addresses are as follows:

<b>Edwin D. Hill</b>	<b>1125 15th Street, N.W. Washington, D.C. 20005</b>
<b>Jeremiah J. O'Connor</b>	<b>1125 15th Street, N.W. Washington, D.C. 20005</b>
<b>Milton L. Foster</b>	<b>c/o Local Union 191, IBEW 2701 Hoyt Ave. Everett, WA 98201</b>

<b>Joseph A. McCafferty</b>	<b>c/o Local Union 380, IBEW 3900 Ridge Pike Collegeville, PA 19426</b>
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<b>Rui M. Carrinho</b>	<b>c/o Local Union 1274, IBEW 1329 Jefferson Blvd. Warwick, RI 02886</b>
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<b>Salvatore J. Chilia</b>	<b>c/o Local Union 38, IBEW 1590 E. 23rd Street Cleveland, OH 44114</b>
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<b>Lonnie Plott</b>	<b>c/o Local Union 613, IBEW P.O. Box 181 Dacula, GA 30019</b>
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<b>Lyle K. Querry</b>	<b>c/o Local Union 53, IBEW 1100 E. Admiral Blvd. Kansas City, MO 64106</b>
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<b>William H. Turner</b>	<b>c/o Local Union 570, IBEW 750 S. Tucson Blvd. Tucson, AZ 85716</b>
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<b>Patrick Lavin</b>	<b>c/o Local Union 47, IBEW 600 N. Diamond Bar Blvd. Diamond Bar, CA 91765</b>
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<b>John E. Cole</b>	<b>c/o Local Union 37, IBEW 138 Neill Street Fredericton, NB, Canada E3A 2Z6</b>
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The I.E.C. is granted discretionary authority to define the terms used in Article XI of the Constitution and to make final and binding interpretations of the constitutional provisions and the Plan documents. The I.E.C. is also granted discretionary authority to determine eligibility for benefits. The decisions of the I.E.C. shall be final and binding on all questions arising under the Constitution or the Plan documents, including cases of eligibility for and computation of the amount of benefits. No benefits are authorized other than those expressly stated in the IBEW Constitution and the Plan documents.

Members on participating withdrawal cards who have maintained their continuous good standing in the IBEW and who make application for pension benefits, shall be governed and their applications handled in the same manner as active members of L.U.s, except that notice of application shall be given to the L.U. that issued the withdrawal card to the member. Members on honorary withdrawal card status shall not be entitled to a pension or death benefit under Article XI of the IBEW Constitution.

The IBEW PBF is regulated, in certain respects, by ERISA. Basically, the Plan is subject to the reporting and disclosure, the fiduciary, and the administration and enforcement provisions of ERISA (ERISA Title I, Parts 1, 4, and 5). The Plan is not covered by the insurance protection of the Pension Benefit Guaranty Corporation created by ERISA. This is because ERISA contains an exemption from the insurance provision of the law (ERISA Title IV) for plans to which there are no employer

contributions. Thus, plans funded by union dues are not covered. In addition, ERISA contains exemptions from the participation, vesting and funding requirements (ERISA Title I, Parts 2 and 3) for union dues financed plans.

As a participant in the IBEW PBF, you are entitled to certain rights and protections under 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 union halls, all documents governing the Plan, including the IBEW Constitution and the *Summary Plan Description*, the *Rules and Regulations*, and the *Questions and Answers* adopted by the I.E.C.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including insurance contracts, copies of the latest annual report (Form 5500 Series), which is also available for examination at the Public Disclosure Room of the Pension and Welfare Benefits Administration, 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.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65), assuming you maintain good standing, and if so, what your benefits would be at normal retirement age if you cease membership now and apply for and are approved for a vested pension. If you do not have a right to a pension, the statement will tell you how many more years of membership you need to obtain a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Participants and beneficiaries can obtain, without charge, a copy of procedures governing qualified domestic relations order (QDRO) determinations.

#### **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, force you to drop your "A" membership, or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

#### **Enforce Your Rights**

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 thirty (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 one hundred and ten dollars (\$110) a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may 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 a 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 Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

Please note that this summary plan description is not a legal document to be relied upon as a source of rights or benefits. It is designed only to give notice and serve as an information device. The statements with legal significance concerning the IBEW PBF are the IBEW Constitution and the appropriate *Rules and Regulations* for the Plan adopted by the I.E.C.