

**ELECTRICAL WORKERS
PENSION FUND**

**Established by
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCALS NO. 242 AND NO. 294
AND
TWIN PORTS - ARROWHEAD CHAPTER
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION**

January 1, 2022

ELECTRICAL WORKERS PENSION FUND

To All Participants:

As Trustees of your Pension Plan, we are pleased to present you with this new booklet describing the up-to-date Pension Plan as of January 1, 2022. Since the last booklet was printed, there have been benefit improvements and Plan changes.

This booklet describes three separate Pension Plans. Part A is a defined benefit plan which pays monthly benefits upon retirement, disability or, if you die, to your spouse as a survivor benefit. The amount of your benefit is determined by a set formula that takes into account your hours of work and the number of years that you work for contributing employers. Benefits in this Plan are paid to you until your death or (if you are married and do not waive the Joint & Survivor 50% Pension) the death of your spouse. Both IBEW Local 242 (Duluth) and IBEW Local 294 (Hibbing) members participate in Part A.

Effective for all active participants first separating from Covered Employment and retiring after January 1, 2022, the future service accrual rate for Part A is 8.6% of all contributions made to the Fund on your behalf prior to January 1, 1982. The future service accrual rate between January 1, 1982 and December 31, 2019 is \$3.20 for each 100 Contribution Hours in a Plan Credit Year. The future service accrual rate on or after January 1, 2020, is \$5.00 for each 100 Contribution Hours in a Plan Credit Year.

Parts B and C are defined contribution plans. Under Parts B and C, employer contributions are deposited in an individual account on your behalf. Upon retirement, death, disability, termination of service or hardship, your account balance is paid to you or your beneficiary. The amount of your account balance is determined by the amount of contributions made on your behalf by contributing employers and investment returns. Parts B and C also allow you to self-direct some or a portion of your account, and these self-directed accounts are referred to as Parts D and E. Local 242 members participate in Parts B and D and Local 294 members participate in Parts C and E.

The Trustees will continue to keep you advised of any changes in the Plan, as they continue in their efforts to provide a greater measure of security for those that work under the jurisdiction of the Fund. Remember, however, you can be kept up-to-date only if the Fund Office has your current address on record at all times.

If you have any questions about your pension benefits, please contact the Fund Office.

Sincerely,

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IMPORTANT NOTICE

Only the full Board of Trustees is authorized to interpret the Plan of Benefits described in this booklet for Parts A, B and C. The Trustees have discretionary authority to determine eligibility for benefits and to construe the terms of the Plan including doubtful or disputed terms or provisions. Benefits under this Plan will be paid only if the Trustees decide in their discretion that the applicant is entitled to them. No employer or union or any representative of any employer or union, in such capacity, is authorized to interpret this Plan, nor can any such person act as agent of the Trustees.

The Board of Trustees reserves the right to amend and change the Plan and, if necessary, to terminate the Plan. If it becomes necessary to terminate the Plan, the net assets of the Fund will be allocated to participants and beneficiaries of the Fund in the manner specified by the Employee Retirement Income Security Act of 1974 (ERISA) and according to the Trust Agreement and the Plan Document.

This Summary Plan Description is complete and up-to-date as of January 1, 2022. However, the Trustees may amend the Pension Plan from time to time. Therefore, you should inquire with the Fund Office periodically in order to be sure that you have the full text of this Summary Plan Description and any material modifications made thereto. Additionally, if you have any questions, you should make sure that you have the full text of the Plan Documents with any and all amendments.

ABOUT THE PENSION PLAN

- (1) The Pension Plan was established under an Agreement and Declaration of Trust dated October 19, 1965, and as thereafter amended. The Trust Agreement is between IBEW Local Unions 242 and 294 and Twin Ports Arrowhead Chapter NECA.
- (2) The Pension Fund is administered by a Board of Trustees, which serves without any compensation and acts on behalf of you and your fellow employees in managing all aspects of the Pension Fund's operations. This Board is made up of an equal number of union and employer representatives whose powers and duties are set forth in the Agreement and Declaration of Trust.
- (3) The cost of the Pension Plan is paid by participating employers who make contributions to the Pension Fund in accordance with the collective bargaining agreements of IBEW Locals 242 and 294. No employee contributions are required or are accepted.
- (4) This booklet is a "Summary Plan Description" which is required by Section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and contains the information required by Department of Labor (DOL) Regulation § 2520.102-3.

Because this booklet is a "Summary Plan Description" and has been written, as required by Department of Labor Regulation § 2520.102-2, to be more easily understood by the average participant, this booklet does not contain a complete explanation of each and every provision or term used in the more comprehensive "Plan Documents" of Parts A, B and C. If your circumstances are not described within this Summary, or if you do not understand something in this booklet, a copy of the entire Plan Document is available for review at the Fund Office. If after review of the Plan Document you still have questions or concerns, please contact the Fund Office.

- (5) Notify the Fund Office promptly if you change your address. If the Trustees are unable to reach you at your last address on record, any benefit payments will be held without interest.

DEFINED BENEFIT PLAN – HIGHLIGHTS OF PART A
PART A DEFINITIONS

The following definitions of terms used in the Defined Benefit Plan Part A may be helpful to understand the benefits provided and your rights.

Unions

When reference is made to the Union, it means International Brotherhood of Electrical Workers, Local Unions 242 and 294, AFL-CIO.

Employer

If the employer you work for contributes to the Pension Plan in accordance with a written agreement providing for such contributions, it is an employer under the Plan.

Employee

If you work for an employer who pays contributions to the Pension Plan for your work in accordance with a written agreement providing for such contributions, you are an employee under the Plan and are covered by the Pension Plan.

Spouse

The term spouse means the Participant's legal spouse and includes a same-sex spouse.

Covered Employment

If you work for an employer who contributes to the Pension Plan for your work in a job covered by a written agreement, you are considered working in Covered Employment.

Continuous Employment

Periods of employment are "continuous employment" if there is no quit, discharge, or other termination of employment between periods.

Contribution Period

The "contribution period" is the period during which an employer is required by a written agreement to make contributions to the Pension Plan for work in Covered Employment.

Pension Credits

Pension Credits are the units used to measure your work in Covered Employment in order to qualify for pension benefits.

Pension Credits before the Contribution Period

Pension Credits before the Contribution Period are based on hours of work in Covered Employment before May 1, 1964, the date contributions were first required to be paid to the Pension Plan. Special rules and eligibility provisions exist for Pension Credits earned before

May 1, 1964. If you believe you had hours of work in the industry or in Covered Employment prior to May 1, 1964, and do not qualify for a pension benefit based upon the plan of benefits as stated in this booklet, please contact the Fund Office.

Years of Vesting Service

Years of Vesting Service are earned through your hours of service during the Contribution Period.

Hour of Service

An Hour of Service is each hour for which you are paid or entitled to be paid by your employer, including payments for disability. In addition, if you work for a contributing employer in a job not covered by this Plan and that non-Covered Employment is continuous with (immediately before or after) employment with that same employer in Covered Employment, your hours of work in that non-covered job after April 30, 1975, will be counted as Hours of Service.

Vested

This term is used to refer to an employee who is either working in Covered Employment or who has left Covered Employment and who is eligible to receive a non-forfeitable pension upon reaching retirement age.

Retirement

The period after you qualify for a pension under the Plan and start to receive monthly pension payments is considered retirement. To be considered in retirement, there are certain types of employment which are prohibited.

Plan Credit Year

The Plan Credit Year is the annual period used for computing years of vesting service, pension credits, and breaks in service. Beginning January 1, 1980, the Plan Credit Year is the calendar year – January 1 through December 31. Previously, the Plan Credit Year was the twelve-month period May 1 through April 30, except the Plan Credit Year beginning May 1, 1979, was shortened to the eight-month period May 1 through December 31, 1979.

ERISA

ERISA means the Employee Retirement Income Security Act of 1974.

**PART A - DEFINED BENEFIT PENSION PLAN
LOCALS 242 AND 294**

PARTICIPATION

What Does it Mean to be a Participant under the Plan?

A Participant is an electrical worker who is eligible to receive vesting service in accordance with the rules of the Plan. You will only start earning vesting service after you become a Participant. However, you may receive retroactive vesting service for work performed prior to becoming a Participant.

How do I Become a Participant Under the Plan?

You become a Participant under the Plan on the earliest January 1 or July 1 after completing 1000 Hours of Service in a period no greater than 12 consecutive months. Hours of Service in both Covered Employment and Continuous Employment (see page 2 for definitions) will also be counted for the purpose of determining your status as a Participant.

Example 1:

If you start work in Covered Employment on April 1, 2022 and work 1000 hours through December 31, 2022, you will become a Participant on January 1, 2023.

Example 2:

If you start work in Covered Employment on October 1, 2022 and work 1000 hours of work during the next nine months, you will become a Participant on July 1, 2023.

Alternatively, you can become a Participant even if you never have 1000 Hours of Service in a twelve month period by earning ten pension credits and the right to a vested pension benefit.

When am I no Longer a Participant Under the Plan?

You are no longer a Participant if you fail to complete 375 Hours of Service in Covered or Continuous Employment in a Plan Credit Year. This is termed a one-year break in service and is further described on pages 7 – 9. However, if you are vested (have earned the right to a pension), you cannot lose your status as a Participant.

Can I Become a Participant Again?

Yes, by completing a minimum number of Hours of Service in Covered Employment you may again become a Participant. The number of Hours of Service necessary to regain your Participant status depends on the type of break in service you experienced. For more information on break in service rules, refer to pages 7 – 9.

EARNING A PENSION

Is There More Than One Method To Earn A Vested Or Guaranteed Pension?

Yes. Eligibility for benefits can be earned based on the “Pension Credit” method or the “Vesting Service” method. So long as you qualify for a pension under one of the two methods, what method is used does not affect the amount of your pension.

Under either method you must generally have 1000 Hours of Service in a Plan Credit Year to receive one full pension credit or one year of vesting service.

The main difference is that under the Pension Credit method you can earn fractional pension credits provided you have at least 375 Hours of Service in a Plan Credit Year. In contrast, years of Vesting Service always require at least 1000 hours of service in a Plan Credit Year.

YEARS OF VESTING SERVICE

How Is A Year of Vesting Service Earned?

As a Participant you will receive credit for a year of vesting service for each Plan Credit Year in which you have 1000 or more Hours of Service work in Covered Employment. This includes credit for periods of time before you become a Participant. As of January 1, 1976, hours of Continuous Employment shall also be used in determining years of vesting service.

Can Vesting Service Credit be Lost or Cancelled?

Yes. Vesting service credit can be lost if you are separated from Covered Employment for an extended period. Such cancellation is described in the section entitled, “Break in Service.”

PENSION CREDITS

What Are Pension Credits?

Pension credits are based on your hours of service in Covered Employment in a Plan Credit Year. Pension credits are used in determining:

- eligibility for benefits, and
- breaks in service before May 1, 1976. (See specific section on break in service rules.)

The Plan has special rules for determining pension credits for past service earned in the industry prior to May 1, 1964. If you believe this may affect you, please contact the Fund Office.

How Do I Start Earning Pension Credits?

You begin earning pension credits by working at least 375 hours in a Plan Credit Year in Covered Employment for which contributions are required to be paid to the Fund on your behalf. If you have a permanent break in service (see the Break in Service rules on pages 7 – 9) that is not repaired you can begin to again earn pension credits by working 375 hours in a Plan Credit Year, but your prior pension credits earned before the permanent break in service are lost.

How Is Pension Credit Counted?

For periods after April 30, 1975, and before January 1, 1986, you will receive pension credits for your hours of work in Covered Employment for which contributions are required to be paid to the Pension Plan based on the following schedule:

Hours of Work in Covered Employment during Plan Credit Year	Number of Pension Credits
Less than 375 hours	No Credit
375 to 499 Hours	One Quarter (1/4)
500 to 999 Hours	One Half (1/2)
1,000 to 1,499	Three Quarters (3/4)
1,500 or more Hours	One Full Credit

For periods after January 1, 1986, you will receive pension credits for your hours of work in Covered Employment for which contributions are required to be paid to the Pension Plan based on the following schedule:

Hours of Work in Covered Employment during Plan Credit Year	Number of Pension Credits
Less than 375 hours	No Credit
375 to 499 Hours	One Quarter (1/4)
500 to 749 Hours	One Half (1/2)
750 to 999 Hours	Three Quarters (3/4)
1,000 or more Hours	One Full Credit

Can I Earn Pension Credit When Not Actually Working in Covered Employment?

Yes. You will receive pension credit for certain non-work periods, provided you earned at least one pension credit after May 1, 1964, and before the period of non-work. You will be entitled to ¼ pension credit for each 3 consecutive months of a Plan Credit Year during which you are unable to work in Covered Employment as a result of:

- (1) Disability. You will be entitled to non-work pension credits for a disability for which you receive benefits from Workers' Compensation or the Health and Welfare Fund. However, you cannot receive more than 4 quarters pension credit for any one disability, and you cannot receive more than 8 quarters pension credit during your participation in the Pension Plan for all combined disabilities.
- (2) Military Service. You will receive pension credits for periods of active duty in the Armed Forces of the United States, provided your service is for less than 5 years and you apply for re-employment with your previous employer within the time limits established in the Uniformed Services Employment and Re-employment Rights Act of 1994. If you have questions regarding military service, or the time limit you have to reapply with your previous employer, you should contact the Fund Office.

Can I Purchase Pension Credits or Vesting Services At A Later Date To Increase My Pension Benefit?

No. The Plan does not accept employee contributions under any circumstances.

BREAK IN SERVICE

What Is a Break in Service?

A break in service is an absence from Covered Employment. A break in service occurs after a period of time in which an employee fails to work a specified number of hours or earn a specified amount of pension credit or vesting service. In general, if you had a break in service before May 1, 1976, all pension credits accumulated prior to the break were cancelled and could not be restored.

As of May 1, 1976, the break in service rule changed. There are now two types of breaks in service, a one-year break and a permanent break. A one-year break may be temporary and subject to repair. The effects of a permanent break are not usually repairable; cancelled pension credits and years of vesting service cannot generally be restored. The only exception is if you earn five years of vesting service after your permanent break, as explained more fully below.

How Are Breaks in Service Determined Before May 1, 1976?

For any period after May 1, 1964, and prior to May 1, 1976, an employee had a break in service if he or she failed to earn one-quarter (¼) pension credit in three consecutive Plan Credit Years.

The effects of such a break were permanent and cancelled all pension credits earned before the break.

How Are Breaks in Service Determined after May 1, 1976?

You will have a one-year break if you do not complete at least 375 hours of service in covered or continuous employment in a Plan Credit Year.

For the period between May 1, 1976, and December 31, 1984, an employee has a permanent break if they have consecutive one-year breaks which are equal to or greater than their years of vesting service. (However, if an employee left Covered Employment before May 1, 1976, they shall not suffer a permanent break until they have three consecutive one-year breaks.)

For example, a participant’s work record before 1985 looks like this:

Year	Hours of work	Years of Vesting Service	One-Year Breaks
1978	1,200	1	0
1979	1,000	1	0
1980	400	0	0
1981	0	0	1
1982	0	0	1

This participant has two consecutive one-year breaks. Because their consecutive one-year breaks are equal to their years of vesting service, they have a permanent break as of the end of 1982.

Beginning January 1, 1985, an employee will not have a permanent break until their consecutive one-year breaks equal or exceed the greater of five or the number of their years of vesting service. For example, assume a participant had the following work record:

Year	Hours of work	Years of Vesting Service	One-Year Breaks
1994	1,235	1	0
1995	1,182	1	0
1996	300	0	1
1997	0	0	1
1998	0	0	1
1999	0	0	1
2000	0	0	1

Under the break rule which became effective January 1, 1985, this participant will not have a permanent break in service until the end of 2000 when they incur 5 consecutive one-year breaks.

Can a Participant Repair a One Year Break or a Series of One Year Breaks?

Yes, a participant can repair a one-year break or a series of one-year breaks before they have a permanent break in service. If following one-year breaks, a participant earns a year of vesting service (1000 hours) during a Plan Credit Year, all prior one-year breaks will be disregarded (provided they have not yet incurred a permanent break). In addition, by earning a year of vesting service and thereby again becoming a participant, all pension and vesting service credits previously earned will be restored.

Can a Permanent Break in Service Occur if a Participant is Vested?

No. The Plan provides that a participant cannot have a permanent break in service if they leaves Covered Employment after becoming vested.

A participant shall be considered vested if, before incurring a permanent break, the participant satisfies any of the following:

- (1) you have at least ten years of vesting service, or at least five years of vesting service and at least one hour of vesting service after January 1, 1998,
- (2) you have at least ten pension credits earned during the contribution period,
- (3) you have at least fifteen pension credits, or
- (4) you are eligible for any type of pension under this Plan.

Can Pension Credits And Vesting Service That Are Lost Due To A Permanent Break Be Restored?

Yes, if a participant has a permanent break in service and then subsequently earns at least five years of Vesting Service (including one hour of service after January 1, 2000) benefits will be calculated based upon Pension Credits or years of Vesting Service earned both prior to and following the permanent break in service.

REGULAR PENSION

What Is a Regular Pension?

A Regular Pension is the pension payable to an eligible active participant who retires on or after the minimum required age.

When Is a Participant Eligible for a Regular Pension?

A participant is eligible for a Regular Pension if:

- (1) The participant has attained age 62, and
- (2) The participant has ten or more Pension Credits or at least five years of Vesting Service and one hour of service after January 1, 1998.

How Much Is a Regular Pension?

The monthly amount of the Regular Pension will be based on the Plan of benefits in effect when you retire, or, if earlier, when you separate from Covered Employment.

You are considered separated from covered employment when you leave covered employment with a vested benefit and then do not earn at least $\frac{1}{4}$ pension credit in the following calendar year. However, effective January 1, 2023, if you leave covered employment and then go back to work and subsequently earn at least one pension credit in the three consecutive calendar years that follow immediately after the year in which you failed to earn at least $\frac{1}{4}$ pension credit, the plan of benefits in effect when you left covered employment after earning at least one additional pension credit is used to compute the amount of your pension. If after retiring you return to covered employment and then subsequently retire, your pension benefits will be recalculated on the next January 1st and will include additional contributions earned since your earlier retirement and your then current age. All benefits that were earned at the time you initially retired are not recalculated.

For employees retiring or separating from Covered Employment on or after January 1, 2020, and before December 31, 2021, the monthly amount of the Regular Pension is the sum of:

- (1) the total employer contributions made to the Fund for hours of work performed prior to January 1, 1982, multiplied by 8.6%, plus,
- (2) \$2.40 for each 100 contribution hours in a Plan Credit Year between January 1, 1982 and December 31, 2019, and,
- (3) \$4.00 for each 100 contribution hours in a Plan Credit Year on or after January 1, 2020.

For employees retiring or separating from Covered Employment on or after January 1, 2022, the monthly amount of the Regular pension is the sum of:

- (1) the total employer contributions made to the Fund for hours of work performed prior to January 1, 1982, multiplied by 8.6%, plus,
- (2) \$3.20 for each 100 contribution hours in a Plan Credit Year between January 1, 1982, and December 31, 2019, and,

- (3) \$5.00 for each 100 contribution hours in a Plan Credit Year on or after January 1, 2020.

Contribution hours are determined by taking the total employer contributions for an employee in a Plan Year and dividing it by the Employer's percentage contribution rate to the Pension Fund. That sum is then further divided by the journeyman hourly rate (average of such rates in the collective bargaining agreements between Local 242 and 294 and NECA) to determine contribution hours.

For employees who separated from Covered Employment before January 1, 2001, lower benefit rates apply. If you have questions, contact the Fund Office.

Note: The Regular Pension will be reduced in order to provide for a Joint & Survivor 50% Pension as described beginning on page 13, unless you and your spouse decide you both want the pension paid as a single-life pension.

EARLY RETIREMENT PENSION

When Are you Eligible for an Early Retirement Pension?

You are eligible for an Early Retirement Pension if:

- (1) you have attained age 55, but not yet attained age 62, and
- (2) you have ten or more pension credits, or 5 or more years of vesting service with at least one hour of service after January 1, 1998.

How Much Is an Early Retirement Pension?

The monthly amount of the Early Retirement Pension depends upon when you were last actively employed with a participating employer. If you were actively employed with a participating employer at the time of retirement or you were actively employed in the calendar year that follows your 53rd birthday, the Regular Pension amount payable at age 62 is reduced 1/48th of 1% of each month you are younger than age 62 on the date your pension is to begin.

If you were not actively employed with a participating employer at the time of retirement or you left employment before the calendar year of your 54th birthday, the pension is calculated in two parts. First, the Regular Pension amount based on Plan Credit Years occurring prior to January 1, 2002, is reduced by 1/48th of 1% for each month you are younger than age 62 on the date your pension is set to begin. Second, for Plan Credit Years occurring after December 31, 2001, the Regular Pension amount is reduced by 1/2 of 1% for each month you are younger than age 62 on the date your pension is set to begin.

Note: The Early Retirement Pension will be reduced in order to provide for a Joint & Survivor 50% Pension as described in this booklet under Regular Pension, unless you and your spouse decide you both want the pension paid as a single-life pension.

DEFERRED PENSION

What Is a Deferred Pension?

A Deferred Pension is provided to you if you have worked in Covered Employment for an extended period of time but leave Covered Employment before meeting the age requirements for a Regular or Early Retirement Pension.

When Are You Eligible for a Deferred Pension?

You are eligible if you separate from Covered Employment at any age and after you have at least 15 pension credits, or earned ten or more pension credits after May 1, 1964, or have at least 5 or more years of vesting service with at least one hour of service after January 1, 1998.

When Will You First Be Able to Receive a Deferred Pension?

A Deferred Pension is payable at age 62, or as early as age 55 if you meet the requirements for an Early Retirement Pension.

How Much Is a Deferred Pension?

The Deferred Pension is calculated in the same manner as a Regular Pension. If paid after age 55 but before age 62, the amount is reduced for each month you are younger than age 62 in the same manner as the Early Retirement Pension. The Deferred Pension benefit is payable for life.

The amount of a Deferred Pension is based on the benefit level in effect when you separated from Covered Employment.

Note: The Deferred Pension payable to you if you are married will be reduced in order to provide for a Joint & Survivor 50% Pension as described in this booklet unless you and your spouse decide you both want the pension paid as a single-life pension.

DISABILITY PENSION

What Is a Disability Pension?

A Disability Pension is provided to you if you have worked in Covered Employment for an extended period of, you become totally and permanently disabled due to accident or illness, and you are not eligible to receive a Regular Pension.

When Am I Eligible for a Disability Pension?

You will be eligible for a Disability Pension if you become totally disabled on or after December 1, 1978, and:

- (1) you have not yet attained age 62, and

- (2) you have ten or more pension credits including at least one quarter (¼) pension credit for contributions to the Fund for hours worked in the 36 month period immediately prior to the onset of total disability as determined by the Social Security Administration.

Note: Employees aged 62 and older will not be eligible for a Disability Pension.

What Is Considered a Total and Permanent Disability?

You are considered totally and permanently disabled if the Social Security Administration determines that you are entitled to a Social Security Disability benefit in connection with your Old Age Survivors and Disability Insurance coverage. The Trustees may require continued evidence that you are entitled to Social Security Disability Benefits.

When Does a Disability Pension End?

A Disability Pension ends when you either return to work or receive notice from the Social Security Administration that you have lost entitlement to your Social Security Disability benefit. If you appeal a decision that you are no longer disabled and provide medical proof satisfactory to the Trustees that such appeal is being made in good faith, benefits may continue for up to eighteen (18) months. You must inform the Fund Office of loss of your Social Security Disability benefits within 21 days of receiving notice of loss of eligibility from the Social Security Administration. Failure to timely notify the Fund Office may delay eligibility for benefits upon subsequent retirement.

How Much Is a Disability Pension?

The amount of the Disability Pension is the same as the Regular Pension. There is no reduction in amount because you are younger than age 62. It is payable for life, assuming, of course, that you remain totally and permanently disabled.

Disability Pensions are first payable on the first day of the month following the month in which you complete your application for benefits, however, a Disability Pension will begin no earlier than the first day of the month after the Social Security award.

Note: If you are married, your Disability Pension will be reduced in order to provide for a Joint & Survivor 50% Pension unless you and your spouse decide you both want the pension paid as a single-life pension. For more information on the Joint & Survivor 50% Pension, see the next section.

SURVIVOR BENEFITS AFTER RETIREMENT AND OTHER PAYMENT OPTIONS

What Is the 50% Joint & Survivor Pension?

Effective January 1, 1976, as required by ERISA, if you are married when you retire, your pension benefit is automatically payable in the form of a 50% Joint & Survivor Pension, unless

you and your spouse reject this form of payment before your pension begins. The 50% Joint & Survivor Pension provides that, upon your death, 50% of your monthly benefit will be paid to your surviving spouse. To provide this guaranteed benefit, the amount of the monthly benefit payable to you is reduced. The reduction factors are based on the ages of both you and your spouse.

How Is the 50% Joint & Survivor Pension Calculated?

Because the 50% Joint & Survivor Pension guarantees a retirement benefit to two people for two lifetimes (you and your spouse), this means that more monthly benefit checks may be paid out than would be the case if only one lifetime were covered. Spreading the available money over more monthly benefit payments requires a reduction in the monthly benefit you are paid. In order for the 50% Joint & Survivor Pension to be effective you must have been married throughout the year immediately preceding the date your Pension begins.

The monthly amount of a 50% Joint & Survivor Pension is, therefore, calculated as a single-life pension based on your age and the contribution hours and percent of employee contributions that you have; the resulting amount is then reduced depending on the difference in ages between you and your spouse.

Here is an example of how the amount of a single-life pension would be reduced when a 50% Joint & Survivor Pension is payable. (A single-life pension is the non-reduced pension form payable to single employees and married employees who reject the 50% Joint & Survivor Pension form.)

For example, if you retire at age 62 and are eligible for a Regular Pension with a single-life benefit amount of \$800.00 and your spouse is age 60, your monthly benefit under the 50% Joint & Survivor Pension is determined by reducing the Regular Pension by a factor based on your age and the age of your spouse. In this case, the actuarial factor is .9271. Therefore, your 50% Joint & Survivor Pension would be \$741.68. This amount is payable to you for your lifetime. If your spouse is living at the time of your death, they will receive a monthly benefit of half of this amount, or \$370.84, for the remainder of their lifetime.

Are there other benefit payment options besides the Single-Life Pension and the 50% Joint & Survivor Pension?

Yes, there are three other payment options: The 75% Joint & Survivor Pension, the 100% Joint & Survivor Pension and the Level Income Option.

The 75% Joint & Survivor Pension pays a monthly benefit to you and your spouse and upon your death pays 75% of the previous monthly benefit to your spouse for their lifetime. Under the 75% Joint & Survivor Pension, the Monthly Benefit is reduced a greater percentage than under the 50% Joint & Survivor Pension because the survivor benefit to the spouse is greater. For example, if you retire at age 62, your spouse is age 60 and you are eligible for a Regular Pension of \$800.00, your monthly benefit is reduced by a factor of .8946 to \$715.68 and your spouse will receive \$536.76 upon your death.

The 100% Joint & Survivor Pension pays the same monthly benefit after your death to your spouse for their lifetime. Under this benefit the Regular Pension is reduced a greater percentage than the 50% or 75% Joint & Survivor Pension.

For example, if you retire at age 62, your spouse is age 60 and you are eligible for a Regular Pension of \$800.00, your monthly benefit is reduced by a factor of .8642 to \$691.36 but the payments to your spouse upon your death are not reduced.

The Level Income Option is available for early retirement benefits if you select a single-life pension or a 50%, 75%, or 100% Joint & Survivor Pension. The Level Income Option allows you to receive a higher retirement benefit until you become eligible for Social Security benefits at age 62. Your pension has an immediate increase when you select the Level Income Option. Then when you reach age 62 your monthly level income benefit will be reduced for life by the Social Security benefit estimated at retirement regardless of the actual amount you receive from Social Security. This benefit option is not available if the actuarial value of your accrued benefits is not large enough to provide an increased monthly benefit before age 62 that is equal to or greater than your estimated Social Security benefit at age 62. You must request your projected benefits from the Social Security Administration before the Fund Office can provide you with an estimate of your Level Income Option.

When and How Can I Make a Decision about Having My Pensions Paid in the Joint & Survivor Form?

When you apply for your pension, the Fund Office will calculate the amount of your pension as a reduced benefit under the three different Joint & Survivor forms, using the methods described above, and also as an unreduced (single-life) benefit. The Fund Office can also calculate a Level Income Option. This will give you and your spouse a comparison of the benefits available to you. You will both have a period of 180 days to make your decision. Remember your pension will automatically be paid in the 50% Joint & Survivor form unless rejected by you and your spouse in writing and signed by you and your spouse before a Notary Public.

What if a My Spouse Dies before I Do after we select a Joint & Survivor Pension?

Effective January 1, 1999, if after retirement you have elected a Joint & Survivor Pension and your spouse dies before you do, your pension benefit will “pop up” to the level you would have received had you and your spouse waived the Joint & Survivor Pension at the time of retirement and took a single-life Pension. The pop up of the monthly benefit is effective on the first of the month that follows you giving notice to the Fund of your spouse’s death.

What if My Spouse and I Divorce After Retirement and Selection of a Joint & Survivor Pension?

Effective January 1, 2007, if after retirement you have elected a Joint & Survivor Pension and you and your spouse divorce, and your spouse is no longer a beneficiary nor has any other interest in the Plan, your pension benefit will “pop up” to the level you would have received had

you and your spouse waived the Joint & Survivor pension at the time of retirement and took a single life annuity. In order for the benefit to “pop up” the Fund must receive a Qualified Domestic Relations Order (QDRO) stating that the ex-spouse no longer is a beneficiary nor has any other interest in the Plan. The “pop up” is effective on the first of the month that follows the Fund’s receipt of the required QDRO.

SURVIVOR BENEFITS BEFORE RETIREMENT

Are There Death Benefits If I Die before Retiring?

If you die prior to retirement, your spouse or beneficiary may be eligible for one of the two pre-retirement death benefits provided by the Plan.

- (1) The Plan provides for a lifetime monthly pension benefit payable to a surviving spouse if upon your death you were in active Covered Employment and eligible by virtue of age and service to a pension had you retired the day before your death, or you had separated from Covered Employment at a time when you had met all requirements for the immediate payment of a pension by virtue of age and service, and you died prior to retiring with a pension and after age 55.

The amount of the surviving spouse benefit is 50% of the pension you would have received if you had retired the day before your death with a Joint & Survivor pension. The monthly benefit is payable the first of the month following the death of the Participant.

- (2) The Plan also provides for a lifetime monthly benefit to your surviving spouse if you do not qualify under (1) above, but you have 10 pension credits (or 5 years of vesting service and at least one hour of service after January 1, 1998) and died on or before age 55. The amount of the surviving spouse benefit is 50% of the pension you would have received if you had separated from service on the date of death, survived to age 55, retired with an immediate Joint & Survivor Pension and died the day after age 55. This monthly benefit is payable to your surviving spouse beginning the first of the month in which you would have reached age 55.

For the Joint & Survivor Pension payable to a surviving spouse to be effective, you must be married throughout the year immediately preceding your death.

NOTICE: Because this booklet has been written to conform to DOL Regulations Section 2520.102-2, it does not, and is not required to under DOL Regulations, contain a complete explanation of each and every provision and term contained in the more comprehensive "Plan Document." Because this is a "Summary," your particular circumstances may not be described within this booklet. If your particular circumstances are not described in this Summary, or if you do not understand something described in this booklet, a copy of the entire Plan Document is available for review at the Fund Office. If, after your review, you still have a question or concern, please contact the Plan Administrator.

PART B - SUPPLEMENTAL PENSION PLAN - LOCAL 242

HIGHLIGHTS OF PART B

Local 242, International Brotherhood of Electrical Workers, and the Twin Ports-Arrowhead Chapter, NECA, negotiated a labor agreement effective June 1, 1975, providing for contributions to “Part B” for the purpose of providing supplemental benefits, which would be paid in addition to those provided under the Defined Benefit Plan Part A. Part B, also referred to as the Supplemental Pension Plan or the Annuity Plan, was thereafter adopted.

In order to understand more fully some of the matters discussed in this description of Part B, you need to have a general idea of how the Plan works. Contributions are made in the amount required under labor contracts with Local 242. An individual account record is established in the name of each Participant which will show the amount of contributions made on their behalf. The amounts contributed are invested by the Plan Trustees (or, at the Participant’s election, by the Participant) and any gain or loss from Plan investments and any expenses of operation are credited to or charged against the individual accounts of participants.

The Plan provides benefits upon retirement, disability, death, or termination of employment. The benefits ultimately received under Part B depend primarily upon the amount of employer contributions credited to the accounts in the Plan and the return on investments.

BECOMING A PARTICIPANT

You will become a Participant in Part B on the first day of work for which contributions are made to the Fund by an Employer pursuant to a labor contract with Local 242.

The amount to be contributed is determined by the labor contract between your Employer and Local 242. No contributions are made by Employees.

All contributions from the Employers are put into a Trust Fund to be held and invested by the Trustees. No part of the Trust Fund, including any earnings or income, is taxable until the money is taken from the Trust.

INVESTMENT OF ACCOUNTS AND VALUATION

When you first become a Participant, your contributions will be invested in a portfolio that is managed by an investment professional under guidelines prescribed by the Trustees. This is known as your “Part B” account and the rules for this account are explained below in greater detail.

You also have the option to direct investments of your account. The money you direct the investments of, for purposes of explanation only, will be known as “Part D.” You may transfer money between Parts B and D (and vice versa) at quarterly intervals starting September 1, 2021. You may complete forms electing the transfer at any time, but the amount transferred will be valued as of the last day of the calendar quarter and deposited in the account you select

approximately 20 days later. You may also elect whether you want your future contributions deposited in your Part B account, your Part D account, or a percentage split between both accounts.

For the amounts transferred to Part D, you will be allowed to choose from any investment alternatives approved by the Trustees. The Trustees maintain the right to limit your choice of investment vehicles and firms. You will be able to switch between investment alternatives as often as permitted under rules stipulated by the Trustees. The portion of this Plan that is self directed is intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974. Under regulations issued under Section 404(c), if the Plan permits you to exercise independent control over any portion of the assets in your account, then the fiduciaries of the Plan, including the Trustees, are relieved of liability for any losses resulting from your exercise of such control. If you do not make an election, your account will be invested in an allocation of investments of stocks, bonds, and short term investments. The investment allocation will be dependent upon your age. When you are younger the allocation will have more stocks and risk oriented assets. The investment allocation will automatically transition to more conservative oriented assets like bonds and short term cash investments as you get older. Even the more conservative investments are not guaranteed and are subject to market fluctuations.

Your investments in Part D are valued daily. Distributions from Part D will be made as soon as administratively possible after you have completed all required forms, subject to the Plan's distribution rules.

For your monies invested in Part B, you have an individual account which is adjusted at the end of each month to reflect distributions paid to you, employer contributions made on your behalf, and your share of the earnings and expenses of the Fund. Investment earnings (or losses) and investment and record keeping expenses that are netted directly from investment accounts will be allocated to your account in the proportion that your account balance at the end of the month bears to the sum of all accounts. Administrative expenses are charged against each account on an equal basis, regardless of the amount in the account. Administrative expenses include such things as third party administration, accounting and legal services, postage and printing and other plan expenses. The amount of administrative expenses charged per capita against each participant's individual account is based on a monthly budgeted amount of expected total administrative expenses throughout the Plan Year. To the extent the actual administrative expenses are greater or less than the budgeted expenses at any given time, a participant's distribution will not later be adjusted.

If you request a distribution of your Part B account it will be paid to you (subject to the Plan's distribution rules) as soon as possible, but if your request is made between the first and 20th of any given month only one-half of the month-end balance in your account two months prior will be paid to you as soon as possible. The balance of your account, including any gains or losses from the monthly valuation as of the end of the previous month, will be paid to you as soon as possible after the 20th of the month.

At the end of each calendar quarter, you will receive a statement setting forth the total balance in your accounts.

BENEFITS AND METHODS OF PAYMENT

Normal Retirement

Normal Retirement date is the first of the month after your 62nd birthday. However, Early Retirement is permitted at any time after age 55. Later retirement is also permitted if a participant chooses to keep working past age 62. If you choose to keep working after April 1st of the year that follows the year you turn age 72, benefits will begin to be paid to you at that time unless you elect to not receive benefits until you retire.

Vesting

You are vested in all amounts credited to your Part B account. This means you have a non-forfeitable right to what is credited to your account regardless of your years of employment under Part B.

If you become permanently disabled, or if you die, you or your beneficiary will be entitled to the entire amount credited to your account.

If you leave permanent employment in the trade and jurisdiction and leave for any reason other than retirement, disability, or death, you will be entitled to Termination Benefits under conditions discussed below.

Payment of Retirement Benefits

If you are not married, or if you and your spouse both reject the Joint and Survivor Annuity form of payment (discussed below), you may choose one of the following payment options:

- (1) A lump sum payment of the entire value of your account or a partial withdrawal of your account.
- (2) Installments (monthly, quarterly, semi-annually) in multiples of \$50, in an amount selected by you. After you retire you may choose to delay receiving benefits until the April 1st of the year that follows the year you reach age 72, at which time you must take your first Required Minimum Distribution (RMD). In subsequent years you must continue to take RMDs in amounts determined by the IRS rules.

If you are married, and you and your spouse do not reject in writing before a Notary Public the Joint and Survivor Annuity, your account will be paid to you and your spouse in this method. A Joint and Survivor Annuity will provide a monthly benefit to you for life and upon your death, will provide a monthly benefit to your surviving spouse for his or her life equal to one-half of your monthly benefit. The Plan itself does not pay the Joint and Survivor Annuity (QJSA). You may select one of those companies which pays a monthly benefit during your life and the life of your spouse based on the amount in your account at retirement and the ages of you and your spouse.

If upon retirement or termination of service your account balance is less than \$1,000, the Trustees have the right to make payment of your account in one lump sum regardless of your payment option selected.

If you become totally and permanently disabled, your account will be paid to you by any of the methods used to pay retirement benefits.

If You Die

If you die either before or after retirement, your beneficiary will receive the net value remaining in your account in a lump sum after the Trustees receive proof of your death, unless you have designated in writing prior to death that payments to your beneficiary are to be made in specified installments. The Trustees will supply you with forms on which you may select the beneficiary you want to receive any death benefits due, and you may change such beneficiary selection at any time before your death. If for some reason there is no beneficiary properly selected, any death benefits due will be paid to the beneficiary you have designated to receive the death benefit from the International Brotherhood of Electrical Workers, if any, and if none, to your spouse, your children, or your estate. Provided you are married, your beneficiary shall be your spouse unless he or she consents in writing signed before a Notary Public to the designation of a different person as your beneficiary.

Termination Benefits - When and How Payable

You will receive the net value of your account as Termination Benefits if you are no longer employed in the electrical trade or craft within the jurisdiction of Local Union 242, and;

- (1) You are no longer a member of Local 242, and no contributions have been received by the Fund to Part B on your behalf for 36 consecutive calendar months; or
- (2) If you were not a member of the Local, you are no longer registered for employment in accordance with the Referral Procedure in the labor agreement and no contributions have been received on your behalf for three consecutive calendar months; or
- (3) You have entered the armed services.

If eligible for Termination Benefits, they will be payable upon application in a lump sum or installments, except if your account balance is less than \$1,000 the Trustees have the right to make payment in one lump sum. Payment of Termination Benefits is on the April 1st following application for such benefits of all funds contributed prior to the end of the preceding November and within ninety days thereafter of any funds contributed subsequent thereto. You should note a termination administration fee is deducted from your first payment in a uniform amount as set by the Trustees to defray expense in connection with terminations. (No fee is paid if benefits are payable for Retirement, Disability, Death, or if payment is by reason of entry into the armed services.)

Financial Hardship Distribution

When you have a demonstrable financial hardship you may apply for all or a portion of your retirement account. Upon application the Fund will make financial hardship distributions provided the participant meets the Fund's standards for such distributions. In order to be entitled to a hardship distribution you must present evidence to the Trustees in a written application showing that you have a demonstrable financial hardship, the amount you need to meet this immediate and heavy financial need caused by the hardship, and that it is not available to you from other sources.

In addition, the immediate and heavy need must result from:

- Medical expenses previously incurred by you, your spouse or dependents. Medical expenses will only be paid if the amount you need to meet the hardship exceeds \$5,000.00;
- Payments are necessary to prevent foreclosure on a mortgage on your principal residence (not monthly mortgage payments) but no more often than once every five (5) years.
- Monthly self-pay contributions to the Electrical Workers Health and Welfare Fund to continue coverage with the Fund for you, your spouse or your dependents. Monthly withdrawals under this provision may continue as long as you can continue to demonstrate an immediate and heavy financial need. However, you will be required to reapply for a hardship distribution under this provision at least every 12 months at which time an additional \$100 processing fee shall be paid.

No hardship distribution may exceed the amount required to meet the immediate financial need created by the hardship and not reasonably available to you from other sources.

If you are married written consent of your spouse is required for a financial hardship distribution.

The Trustees will make the final determination on whether a demonstrable financial hardship exists, what amount is required to meet the immediate financial need created by the hardship, and whether you have any other reasonably available sources to satisfy the need.

If your account balance is in Part B (*i.e.*, invested by the Trustees) then any financial hardship distribution you receive in a Plan Year is subtracted from the value of your individual account balance as of the beginning of the month for purposes of determining your account's share of the Plan's investment earnings (or losses) for the month. **Accordingly, the amount you receive as a financial hardship will not be credited with any investment earnings, regardless of when during the month you received the distribution.**

If your account balance is in Part D (*i.e.*, you direct the investments in your account) then the amount you receive as a financial hardship distribution will reduce your account balance when the distribution is made.

Withdrawals before age 59½ are subject to a 10% IRS tax penalty, except under certain circumstances specified under IRS regulations. Please consult your own professional tax advisor regarding the tax consequences of any pre-age 59½ withdrawal or distribution. In addition, withholding of income tax of 20% is required by federal law.

Important Note: There is a \$100 fee for processing a hardship distribution request that is deducted from your account balance at the time the distribution is made.

In-Service Distributions On Or After Age 59½

You may apply for a distribution of all or a portion of the amounts credited to your account upon attainment of age 59½, even if you are continuing to work for an employer that contributes to the Plan. If you are married, written consent of your spouse is required for an in-service distribution. If your account balance is in Part B (*i.e.*, invested by the Trustees) then any in-service distribution you received is subtracted from the value of your individual account balance as of the beginning of the year for purposes of determining your account's share of the Plan investment earnings for the year. Accordingly, the amount you receive as an in-service distribution will not be credited with any investment earning regardless of when during the Plan Year you receive the distribution. If your account balance is in Part D (*i.e.*, you direct the investments in your account) then the amount you receive as an in-service distribution will reduce your account balance when the distribution is made.

Rollover Distributions

When receiving a distribution from the Plan, a Participant or surviving spouse may elect, in certain circumstances, to have any portion of their distribution rolled over to an eligible retirement plan. If you choose this option, you must complete certain forms required by the Trustees.

Returning To the Plan

If you become re-employed by an Employer under Part B while there is still a balance in your account, your benefits cease and you again become a participant.

PART C - SUPPLEMENTAL PENSION PLAN - LOCAL 294

HIGHLIGHTS OF PART C

Local 294, International Brotherhood of Electrical Workers, and the Twin Ports-Arrowhead Chapter, NECA, negotiated a labor agreement effective June 1, 1978, providing for contributions “Part C” for the purpose of providing supplemental benefits, which would be paid in addition to that provided under the Defined Benefit Plan Part A. Part C, also referred to as the Supplemental Pension Plan or the Annuity Plan was thereafter adopted.

In order to understand more fully some of the matters discussed in this description of Part C, you need to have a general idea of how the Plan works. Contributions are made in the amount required under labor contracts with Local 294. An individual account record is established in the name of each participant which will show the amount of contributions made on their behalf. The amounts contributed are invested by the Plan Trustees (or, at the Participant’s election, by the Participant) and any gain or loss from Plan investments and any expenses of operation are credited to or charged against the individual accounts of participants.

The Plan provides benefits upon retirement, disability, death, or termination of employment. The benefits ultimately received under Part C depend primarily upon the amount of employer contributions credited to the account in the Plan and the return on investments.

BECOMING A PARTICIPANT

You will become a Participant in Part C on the first day of work for which contributions are made to the Fund by an Employer pursuant to a labor agreement with Local 294.

The amount to be contributed is determined by the labor contract between your Employer and Local 294. No contributions are made by Employees.

All contributions from the Employers are put into a Trust Fund to be held and invested by the Trustees. No part of the Trust Fund, including any earnings or income, is taxable until the money is taken from the Trust.

INVESTMENT OF ACCOUNTS AND VALUATION

When you first become a Participant, your contributions will be invested in a portfolio that is managed by an investment professional under guidelines prescribed by the Trustees. This is known as your “Part C” account and the rules for this account are explained below in greater detail.

You also have the option to direct investments of your account. The money you direct the investments of, for purposes of explanation only, will be known as “Part E.” You may transfer money between Parts C and E (and vice versa) at quarterly intervals starting September 1, 2021. You may complete forms electing the transfer at any time, but the amount transferred will be valued as of the last day of the calendar quarter and deposited in the account you select

approximately 20 days later. You may also elect whether you want your future contributions deposited in your Part C account, your Part E account, or a percentage split between both accounts.

For the amounts transferred to Part E you will be allowed to choose from any investment alternatives approved by the Trustees. The Trustees maintain the right to limit your choice of investment vehicles and firms. You will be able to switch between investment alternatives as often as permitted under rules stipulated by the Trustees. The portion of this Plan that is self directed is intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974. Under regulations issued under Section 404(c), if the Plan permits you to exercise independent control over any portion of the assets in your account, then the fiduciaries of the Plan, including the Trustees, are relieved of liability for any losses resulting from your exercise of such control. If you do not make an election, your account will be invested in an allocation of investments of stocks, bonds, and short term investments. The investment allocation will be dependent upon your age. When you are younger the allocation will have more stocks and risk oriented assets. The investment allocation will automatically transition to more conservative oriented assets like bonds and short term cash investments as you get older. Even the more conservative investments are not guaranteed and are subject to market fluctuations.

Your investments in Part E are valued daily. Distributions from Part E will be made as soon as administratively possible after you have completed all required forms, subject to the Plan's distribution rules.

For your monies invested in Part C, you have an individual account which is adjusted at the end of each month to reflect distributions paid to you, employer contributions made on your behalf, and your share of the earnings and expenses of the Fund. Investment earnings (or losses) and investment and recordkeeping expenses that are netted directly from investment accounts will be allocated to your account in the proportion that your account balance at the end of the month bears to the sum of all accounts. Administrative expenses are charged against each account on an equal basis, regardless of the amount in the account. Administrative expenses include such things as third party administration, accounting and legal services, postage and printing and other plan expenses. The amount of administrative expenses charged per capita against each participant's individual account is based on a monthly budgeted amount of expected total administrative expenses throughout the Plan Year. To the extent the actual administrative expenses are greater or less than the budgeted expenses at any given time, a participant's distribution will not later be adjusted.

If you request a distribution of your Part C account it will be paid to you (subject to the Plan's distribution rules) as soon as possible, but if your request is made between the first and 20th of any given month only one-half of the month-end balance in your account two months prior will be paid to you as soon as possible. The balance of your account, including any gains or losses from the monthly valuation as of the end of the previous month, will be paid to you as soon as possible after the 20th of the month.

At the end of each calendar quarter, you will receive a statement setting forth the total balance in your accounts.

BENEFITS AND METHODS OF PAYMENT

Normal Retirement

Normal Retirement date is the first of the month after your 62nd birthday. However, Early Retirement is permitted at any time after age 55. Later retirement is also permitted if a participant chooses to keep working past age 62. If you choose to keep working after April 1st of the year that follows the year you turn age 70½, benefits will begin to be paid to you at that time unless you elect to not receive benefits until you retire.

Vesting

You are vested in all amounts credited to your Part C account. This means you have a non forfeitable right to what is credited to your account regardless of your years of employment under Part C.

If you become permanently disabled, or if you die, you or your beneficiary will be entitled to the entire amount credited to your account.

If you leave permanent employment in the trade and jurisdiction and leave for any reason other than retirement, disability or death, you will be entitled to Termination Benefits under conditions discussed below.

Payment of Retirement Benefits

If you are not married, or if you and your spouse both reject the Joint and Survivor Annuity form of payment (discussed below), you may choose one of the following payment options:

- (1) A lump sum payment of the entire value of your account or a partial withdrawal of your account.
- (2) Installments (monthly, quarterly, semi-annually) in multiples of \$50, in an amount selected by you. After you retire you may choose to delay receiving benefits until the April 1st of the year that follows the year you reach age 72, at which time you must take your first Required Minimum Distribution (RMD). In subsequent years you must continue to take RMDs in amounts determined by IRS rules.

If you are married, and you and your spouse do not reject in writing before a Notary Public the Joint and Survivor Annuity, your account will be paid to you and your spouse in this method. A Joint and Survivor Annuity will provide a monthly benefit to you for life and upon your death, will provide a monthly benefit to your surviving spouse for his or her life equal to one-half of your monthly benefit. The Plan itself does not pay the Joint and Survivor Annuity (QJSA). You may select one of those companies which pays a monthly benefit during your life and the life of your spouse based on the amount in your account at retirement and the ages of you and your spouse.

If upon retirement or termination of service your account balance is less than \$1,000, the Trustees have the right to make payment of your account in one lump sum regardless of your payment option selected.

If you become totally and permanently disabled, your account will be paid to you by any of the methods used to pay retirement benefits.

If You Die

If you die either before or after retirement, your beneficiary will receive the net value remaining in your account in a lump sum after the Trustees receive proof of your death, unless you have designated in writing prior to death that payments to your beneficiary are to be made in specified installments. The Trustees will supply you with forms on which you may select the beneficiary you want to receive any death benefits due, and you may change such beneficiary selection at any time before your death. If for some reason there is no beneficiary properly selected, any death benefits due will be paid to the beneficiary you have designated to receive the death benefit from the International Brotherhood of Electrical Workers, if any, and if none, to your spouse, your children, or your estate. Provided you are married, your beneficiary shall be your spouse unless he or she consents in writing signed before a Notary Public to the designations of a different person as your beneficiary.

Termination Benefits - When and How Payable

You will receive the net value of your account as Termination Benefits if you are no longer employed in the electrical trade or craft within the jurisdiction of Local Union 294, and;

- (1) You are no longer a member of Local 294, and no contributions have been received by the Fund to Part C on your behalf for 36 consecutive calendar months; or
- (2) If you were not a member of the Local, you are no longer registered for employment in accordance with the Referral Procedure in the labor agreement and no contributions have been received on your behalf for three consecutive calendar months; or
- (3) You have entered the armed services.

If eligible for Termination Benefits they will be payable upon application in a lump sum or installments, except if your account balance is less than \$1,000 the Trustees have the right to make payment in one lump sum. Payment of Termination Benefits is on the April 1st following application for such benefits of all funds contributed prior to the end of the preceding November and within ninety days thereafter of any funds contributed subsequent thereto. You should note a termination administration fee is deducted from your first payment in a uniform amount as set by the Trustees to defray expense in connection with terminations. (No fee is paid if benefits are payable for Retirement, Disability, Death, or if payment is by reason of entry into the armed services.)

Financial Hardship Distribution

When you have a demonstrable financial hardship you may apply for all or a portion of your retirement account. Upon application the Fund will make financial hardship distributions provided the participant meets the Fund's standards for such distributions. In order to be entitled to a hardship distribution you must present evidence to the Trustees in a written application showing that you have a demonstrable financial hardship, the amount you need to meet this immediate and heavy financial need caused by the hardship, and that it is not available to you from other sources.

In addition, the immediate and heavy need must result from:

- Medical expenses previously incurred by you, your spouse or dependents. Medical expenses will only be paid if the amount you need to meet the hardship exceeds \$2,500.00;
- Payments are necessary to prevent foreclosure on a mortgage on your principal residence (not monthly mortgage payments) but no more often than once every five (5) years.
- Monthly self-pay contributions to the Electrical Workers Health and Welfare Fund to continue coverage with the Fund for you, your spouse or your dependents. Monthly withdrawals under this provision may continue as long as you can continue to demonstrate an immediate and heavy financial need. However, you will be required to reapply for a hardship distribution under this provision at least every 12 months at which time an additional \$100 processing fee shall be paid.

No hardship distribution may exceed the amount required to meet the immediate financial need created by the hardship and not reasonably available to you from other sources.

If you are married written consent of your spouse is required for a financial hardship distribution.

The Trustees will make the final determination on whether a demonstrable financial hardship exists, what amount is required to meet the immediate financial need created by the hardship, and whether you have any other reasonably available sources to satisfy the need.

If your account balance is in Part C (*i.e.*, invested by the Trustees) then any financial hardship distribution you receive in a Plan Year is subtracted from the value of your individual account balance as of the beginning of the month for purposes of determining your account's share of the Plan's investment earnings (or losses) for the month. **Accordingly, the amount you receive as a financial hardship will not be credited with any investment earnings, regardless of when during the month you received the distribution.**

If your account balance is in Part E (*i.e.*, you direct the investments in your account) then the amount you receive as a financial hardship distribution will reduce your account balance when the distribution is made.

Withdrawals before age 59½ are subject to a 10% IRS tax penalty, except under certain circumstances specified under IRS regulations. Please consult your own professional tax advisor regarding the tax consequences of any pre-age 59½ withdrawal or distribution. In addition, withholding of income tax of 20% is required by federal law.

Important Note: There is a \$100 fee for processing a hardship distribution request that is deducted from your account balance at the time the distribution is made.

In-Service Distributions On Or After Age 59½

You may apply for a distribution of all or a portion of the amounts credited to your account upon the attainment of age 59½ even if you are continuing to work for an employer that contributes to the Plan. If you are married written consent of your spouse is required for an in-service distribution. If your account balance is in Part C (*i.e.*, invested by the Trustees) then any in-service distribution you receive is subtracted from the value of your individual account balance as of the beginning of the year for purposes of determining your account's share of the Plan investment earnings for the year. Accordingly, the amount you receive as an in-service distribution will not be credited with any investment earnings, regardless of when during the Plan Year you receive the distribution. If your account balance is in Part E (*i.e.*, you direct the investments in your account) then the amount you receive as an in-service distribution will reduce your account balance when the distribution is made.

Rollover Distributions

When receiving a distribution from the Plan, a Participant or surviving spouse may elect, in certain circumstances, to have any portion of their distribution rolled over to an eligible retirement plan. If you choose this option, you must complete certain forms required by the Trustees.

Returning To the Plan

If you become re-employed by an Employer under Part C while there is still a balance in your account, your benefits cease and you again become a participant.

NOTICE: Because this booklet has been written to conform to DOL Regulations Section 2520.102-2, it does not, and is not required under DOL Regulations, to contain a complete explanation of each and every provision and term contained in the more comprehensive "Plan Document." Because this is a "Summary," your particular circumstances may not be described within this booklet. If your particular circumstances are not described in this Summary, or if you do not understand something described in this booklet, a copy of the entire Plan Document is available for review at the Fund Office. If, after your review, you still have a problem or question, please contact the Plan Administrator.

PROVISIONS APPLICABLE TO PARTS A, B AND C

PENSION APPLICATION

How Do I Get a Pension Application?

You can receive a pension application for Parts A, B or C by writing, calling, or visiting the Fund Office at:

Electrical Workers Pension Fund
2002 London Road - Suite 300
Duluth, MN 55812
Telephone: (218) 724-8883
Toll Free: 1-877-908-3863

If you need help in filling out your pension application, the staff at the Fund Office will assist you. You must apply for a pension in writing on a form prescribed by the Trustees and supply any information required by the Trustees.

When Should I Apply for My Pension?

You should file your application with the Trustees at the address of the Fund Office at least three months in advance. If you delay in filing your application, the payment of your pension might be delayed too.

Must Proof of Age Be Submitted with the Pension Application?

Yes. Instructions describing the types of acceptable proof of age will be given to you with your application. If you want your pension paid as a Joint & Survivor Pension, you must provide proof of your spouse's age and proof of your legal marriage.

Who Will Decide if I Am Eligible for a Pension?

The Board of Trustees who are bound by the rules of the Pension Plan will decide if you meet the eligibility requirements for a pension. The Trustees are the sole judges in reviewing the documents you submit with your application and in interpreting the Plan rules.

How Does a Surviving Spouse or Beneficiary File for Benefits?

As soon as possible after the death of the Participant or pensioner, the Fund Office should be contacted to request instructions about filing an application for the appropriate survivor benefits. A copy of the death certificate of the Participant or pensioner will be requested.

DENIAL OF BENEFITS
BENEFIT CLAIM PROCEDURES

How Will I Know if My Pension Application Is Denied?

If your claim for benefits is wholly or partially denied, you will receive a written notice of denial which will contain the following information:

- The specific reason for the denial with specific reference to pertinent Plan provisions on which the denial is based;
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why such materials is necessary;
- A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under §502(a) of ERISA following the denial of an appeal by the Board of Trustees.

The Notice of Denial shall be given within a reasonable period of time but no later than ninety (90) days after the claim is filed, unless special circumstances require an extension of time for processing the claim. If such extension is required, you will be sent written notice before the expiration of the initial 90 day period, stating the special circumstances requiring the extension and the date by which a decision on the claim can be expected. In no event shall such extension exceed 90 days from the end of the initial 90 day period.

If my Claim for Benefits is Denied, What are my rights to Appeal?

Within sixty (60) days after receipt of a written notification of denial, you or your authorized representative may request a review of the claim by filing a written appeal with the Board of Trustees. You or your authorized representative will have the opportunity to meet in person with the Trustees at a date and time designated by the Trustees and also submit written comments, documents, records and other information relating to the claim for benefits.

Upon receipt of an appeal of an adverse benefit determination, the Trustees or a committee appointed by the Trustees and authorized to act on such an appeal, shall proceed to review the administrative file, including the written appeal. All comments, documents, records and other information submitted by you relating to the claim will be taken into account without regard to whether such information was submitted or considered in the initial benefit determination.

A decision by the Trustees shall be made at the next succeeding regular Trustees' meeting following your appeal, except an appeal received within thirty (30) days preceding the date of such meeting. In such case, a benefit determination may be made no later than the date of the second meeting following the Plan's receipt of the appeal. If special circumstances require a further extension of time for processing, a benefit determination will be made no later than the third meeting following receipt of the appeal. Notification of the extension shall be sent to you

prior to the commencement of the extension describing the special circumstances and the date by which the benefit determination will be made. You shall be notified of the decision of the Trustees in writing within five (5) days after the benefit determination is made or within sixty (60) days after you file your appeal, whichever is later.

Any notice of an adverse benefit determination will include (1) the specific reason or reasons for the adverse determination; (2) reference to the specific Plan provisions on which the benefit determination is based; (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim; (4) a statement describing any voluntary appeal procedures offered by the Plan and your right to obtain information about such procedures; and (5) a statement of your right to bring an action under ERISA §502(a) of ERISA. The decision of the Board of Trustees shall be in writing.

In the event you desire additional time to present evidence in support of your appeal, you may request such additional time in writing. The Trustees shall grant your written request for additional time necessary to perfect an appeal, provided the written request is received before the Trustees issue their decision. Request for additional time and requests to submit additional information received after the Trustees' decision has been rendered shall be denied, unless the Trustees, in their sole discretion, determine that the information is material to the appeal and could not have been provided earlier.

The Trustees have full discretionary authority to interpret all Trust Agreement or Plan documents and to make all factual determinations concerning any claim or right asserted under or against the Plan or Trust Fund. In all cases, benefits under this Plan will be paid only if the Board of Trustees (or a committee of the Board) decides in its discretion that you are entitled to them.

The decision of the Board of Trustees on an appeal or the denial of an appeal after the right to review has been waived shall be final and binding upon all parties, including you. No lawsuit may be filed without first exhausting the above appeals procedure. In any such lawsuit, the determinations of the Trustees are subject to judicial review only for abuse of discretion. No legal action may be commenced or maintained against the Plan more than two (2) years after a claim has been denied.

RETIREMENT AND SUSPENSION OF BENEFITS

What Does Retirement Mean?

To be considered retired you must not work in the electrical trade or craft or as a building trades craftsman in the geographic area of IBEW Locals 242 and 294. This type of employment is considered prohibited work. If you are not sure whether or not a job you are considering will be prohibited, call the Fund office.

Is my Pension Suspended if I Perform Prohibited Work in Excess of Forty (40) Hours a Month?

Yes, if you perform prohibited work your monthly benefit is suspended if you work forty (40) hours or more in a month. This “suspension” rule does not apply if you work as an instructor in an apprenticeship program recognized by NECA and the IBEW or as an electrical inspector for a governmental authority.

Can I Work At Jobs That Are Not Prohibited Work After I Retire?

Yes, you may do any other kind of work provided it is not prohibited work as described above. If you choose to work in non-electrical industry employment after retirement you will continue to receive your monthly pension checks so long as you follow the requirements set forth below.

What Must I Do If I Decide To Work After Retirement?

If you choose to work less than forty (40) hours a month performing prohibited work, or if you work in non-electrical industry employment after retirement, in either case you must notify the Plan of your employment and provide the Plan with information regarding the nature of your employment. This will include completing forms or providing the Fund with other information regarding your employment. The Fund may also ask that you update forms or provide continuing information in the future after you begin employment. In addition, if you have worked in any employment in the prior year you must provide the Fund with a copy of your Income Tax filing and W-2 Forms no later than April 15th of the following year.

What Happens If I Do Not Report To The Fund That I Am Working After Retirement?

If the Plan learns that you are employed in prohibited work, and you have not first reported that employment to the Plan, the Plan will presume (subject to your bringing forward contrary proof) that you have worked in excess of forty (40) hours in a month and suspend your benefits accordingly. In addition, if the Fund learns that you have performed prohibited work at a construction site, and you have not first reported employment with that contractor or employer to the Plan, the Plan will presume (subject to your bringing forward contrary proof) that you have engaged in prohibited work for the contractor for as long as the contractor or other employer has performed work at that construction site.

Can A Portion Of My Benefits Be Suspended In The Future So That The Fund Can Recover Overpayments?

If you go to work after retiring or you return to work and in either case fail to provide timely notice of your employment to the Fund, a portion of your benefit may be withheld when you resume your benefit payments so that the Fund can recover any benefit payments paid to you while you were working in disqualifying employment without providing notice to the Fund.

May I Request A Review Of The Suspension Of My Benefits?

Yes, you are entitled to a review of any determination suspending your benefits. Within sixty (60) days after you receive notice of your suspension of benefits, you may file a written request at the Fund office to have the Board of Trustees review a prior determination suspending your benefits. In addition, you may also request that the Board of Trustees review any contemplated employment to determine whether it will be prohibited work.

Is There A Temporary Exception To The Suspension Of Benefit Rules For 2022 and 2023?

Yes, Electrical Workers Pension Fund – Part A permits certain eligible retirees to return to Covered Employment for a period of time without a loss of Pension Benefits from the Fund. This Temporary Amendment is only effective from January 1, 2022 through December 31, 2023 and it allows normal, early and deferred retirees to return to Covered Employment with a contributing employer and work for up to 600 hours under the program without a loss of benefits from the Fund. In order to be eligible for this program you must have at least one full calendar month with no work (zero hours) in Covered Employment between your pension effective date and your return to work. If you intend to return to work under this program you must notify the Fund in writing and thereafter you may work 600 hours in Covered Employment without loss of benefits in 2022 and 2023. Once you have worked 600 hours the normal rules (permitting work in the Electrical Industry for less than 40 hours per month without a suspension of benefits) will apply. Only retirees who return to Covered Employment with a contributing employer can take advantage of this program. It does not apply to work for a covered employer where no contributions to the Fund are required or work for non-covered employers in the Electrical Industry.

QUALIFIED DOMESTIC RELATIONS ORDERS

What Are the Rights of (former) Divorced Spouses?

Beginning January 1, 1985, federal law provides that in the event of divorce, your former spouse may have a right to receive some portion of your retirement benefits directly from the Fund. In connection with a divorce or property settlement agreement, a court may direct that a portion of your retirement benefit be paid to your former spouse. The Fund will recognize such a court order and make direct payments to your former spouse, only if it is a "qualified domestic relations order" ("QDRO") as required by federal law. The Fund has written procedures for notifying you of the receipt of a court order affecting your benefits and for determining if the court order is a "QDRO." These procedures are available to you without charge from the Fund Office.

GENERAL QUESTIONS AND ANSWERS

If I Owe Money, Can I Sign Over My Rights to My Pension?

No. Except in the case of a Qualified Domestic Relations Order, no person under Parts A, B or C can make an assignment, a pledge, or in any way dispose of their pension payments. Any

attempt to do so is void and of no effect. This is done for your protection. To the extent permitted by law, pension payments are not subject to garnishment or attachment.

Can an Employee Receive a Refund of the Money Paid to the Pension Fund on Their Behalf by Their Employers?

No. There shall be no refund of contributions.

Must I Retire When I Reach a Particular Age?

No. Retirement under this Pension Plan is voluntary.

Will I Receive Pension Credits if I Continue to Work after Age 62?

Yes. You will receive pension credits as long as you work in Covered Employment.

Can I Receive Social Security Benefits in Addition to Those Provided by This Plan?

Yes. Social Security benefits paid by the Social Security Administration are independent of this Plan. You should file for any benefits you are entitled to receive from Social Security.

Are My Pension Benefits Insured By The Pension Benefit Guaranty Corporation (PBGC)?

Your pension benefits under Part A are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. Part A is a multiemployer plan, which is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC equals a participant's years of service multiplied by (1) 100% of the first \$1 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) The date the plan terminates or (ii) the time the plan becomes insolvent;(3) benefits that are not vested because you have not

worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For 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 1-800-877-8339 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>.

Part B and Part C are defined contribution plans and are therefore not the type of plans permitted to be insured by the PBGC.

IMPORTANT FACTS

The following information provides important facts about the Plan which you should know.

Plan Name: This Plan is known as the **Electrical Workers Pension Fund**.

Board of Trustees. A Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of an equal number of Employer and Union representatives selected by the Employer Association and the Unions respectively, which have entered into a collective bargaining agreement which relates to this Plan. If you wish to contact the Board of Trustees, you may use the address and phone number below.

BOARD OF TRUSTEES
Electrical Workers Pension Fund
2002 London Road - Suite 300
Duluth, MN 55812
Telephone: (218) 724-8883; Toll Free: 1-877-908-3863

The Board of Trustees is both a Plan Sponsor and Plan Administrator. As of January 1, 2022, the Trustees of this Plan are:

Union Trustees
Donald Smith
IBEW Local No. 242
2002 London Road, 1st Floor
Duluth, MN 55812

Ryan Antus
IBEW Local No. 242
2002 London Road, 1st Floor
Duluth, MN 55812

Employer Trustees
Samantha Dugan
Twin Ports NECA
802 Garfield Avenue
Duluth, MN 55802

Harris B. Mahan
Benson Electric
1102 North Third Street
Superior, WI 54880

Dan Hendrickson
IBEW Local No. 294
503 East 16th Street
Hibbing, MN 55746

Jeff Hart
Hart Electric
1959 Hwy 37
Hibbing, MN 55746

Dan Weir
IBEW Local No. 294
503 East 16th Street
Hibbing, MN 55746

Richard Osbakken
Holden Electric
7669 College Road
Baxter, MN 56429-2688

Identification Numbers. The numbers assigned to the Plans by the Board of Trustees pursuant to instructions of the Internal Revenue Service are Part A - 001, Part B - 002 and Part C - 003.

The Employer Identification Number (EIN) assigned to the Board of Trustees by the Internal Revenue Service is 416052631.

Agent for Service of Legal Process. Timothy W. Andrew, 302 West Superior Street, Suite 300, Duluth, MN 55802 is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon Mr. Andrew or upon any of the Trustees.

Collective Bargaining Agreements. This Plan is maintained pursuant to collective bargaining agreements between the Employers and the Union.

The Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to the Plan on behalf of participants working under the collective bargaining agreements.

Source of Contribution. The benefits described in this booklet are provided through employer contributions. The amount of employer contributions and the employees on whose behalf contributions are made are determined by the provision of the collective bargaining agreements.

Pension Trust's Assets and Reserves. All assets are held in trust by the Board of Trustees for the purpose of providing benefits to eligible participants and defraying reasonable administrative expenses.

All the money contributed to the Plan is invested in a diversified portfolio which includes common and preferred stocks, corporate bonds, governmental bonds and securities and fixed income funds.

Plan Credit Year. The records of the Plan are kept separately for each Plan Credit Year. The Plan Credit Year is the calendar year which begins on January 1 and ends on December 31. The Plan's fiscal year is also a calendar year, which is the period for which various governmental reports are filed.

Type of Plan. Part A is a defined benefit plan and Parts B and C are defined contribution plans. All are maintained for the purpose of providing retirement benefits to eligible participants.

Eligibility and Benefits. The types of benefits provided and the Plan's requirements with respect to eligibility as well as circumstances that may result in disqualification, ineligibility, or denial or loss of any benefits are described in this booklet.

STATEMENT OF RIGHTS UNDER EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

As a participant in the Electrical Workers Pension Fund you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to 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.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in a 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 30 days, you may file suit in a Federal court. In such a case, the court may require the Board of Trustees 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 Board of Trustees. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order you may file suit in Federal Court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U. S. Department of Labor, or you may file suit in a Federal Court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

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