

# PUGET SOUND ELECTRICAL WORKERS PENSION PLAN

Effective September 1, 2017

[www.PSEWTrust.com](http://www.PSEWTrust.com)

(206) 441-4667

(866) 314-4239





# Puget Sound Electrical Workers Pension Trust

Physical Address 7525 SE 24th Street, Suite 200, Mercer Island, WA 98040 • Mailing Address PO Box 34203, Seattle, WA 98124  
Phone (206) 441-4667 or (866) 314-4239 • Fax (206) 505-9727 • Website [www.psewtrusts.com](http://www.psewtrusts.com)

Administered by  
Welfare & Pension Administration Service, Inc.

September 23, 2022

**To: All Plan Participants, Employers, and Local Unions**

**Re: Puget Sound Electrical Workers Pension Trust**

Attached is the Annual Funding Notice for the plan year ending May 31, 2022. This notice has typically been provided without a cover letter. However, one is included this year to highlight a recent positive benefit development and to announce other changes.

## **Reminder: Benefits Are Now Being Earned at a Higher Rate**

As scheduled, and supported by the Plan's improved funded percentage, *the benefit rate* that applies to contributions made on your behalf to the PSEW Pension Trust *increased* from 1.25% **to 1.5% on June 1, 2022**. This means you earn 20% more in benefits for contributions starting June 1, 2022, versus benefits for those same contributions during the 5 years ending just prior to that date.

## **New: Ratification of Changes to RTW Rules Regarding Exempt Positions**

The Board of Trustees approved changes to the Return to Work Rules Regarding Exempt Positions **to now include Academic Coordinators**, effective May 1, 2022.

## **New: Required Beginning Date Extended to Match the IRS Guidelines**

If you are not working in the Electrical Industry and you were born after July 1, 1949, your pension must now **start on April 1 following the calendar year you reach age 72** ("Required Beginning Date"; previously April 1 following the calendar year in which you reached age 70-1/2). If you are still working in the Electrical Industry when you reach your Required Beginning Date, then your pension will start on the first of the month following the date that employment ceases unless you take affirmative action to start your pension.

At your Required Beginning Date, you can draw your pension while working regardless of the job description and the number of hours you work.

Please contact the Fund office at (206) 441-4667 if you have questions about your "Required Beginning Date".

Please be sure to review this notice carefully and keep it with your important plan documents.

**Board of Trustees**

**Puget Sound Electrical Workers Pension Trust**

**Important Reminder** - You must advise the Administration Office of any changes in your basic demographic data, including changes in your name, marital status, designated beneficiary, home address, email address and telephone number. Provide information changes by completing and sending a new Enrollment Form or Beneficiary Designation Form to the Administration Office. If you divorce your spouse, please also provide a complete filed copy of your divorce decree and any accompanying court orders.

Failure to update your information on file may delay the timely payment of your benefits, and communication of important Plan information.

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09/20/2022

# Puget Sound Electrical Workers Pension Trust

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Seattle, WA 98124

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Administered by  
Welfare & Pension Administration Service, Inc.

**March 9, 2022**

**TO: All Eligible Plan Participants in the  
Puget Sound Electrical Workers Pension Trust**

**RE: Beneficiary Payout Sequence for Death Benefits – Effective January 1, 2022  
Change in Return to Work Rules – Effective June 15, 2020**

***This is a Summary of Material Modification describing changes to your Plan adopted by the Board of Trustees. Please be sure that you and your family read it carefully and keep this document with your Summary Plan Description booklet.***

## **Beneficiary Payout Sequence for Death Benefits**

Effective January 1, 2022, the Plan has updated the payout sequence for pre-retirement and post-retirement death benefits. For dates of death after January 1, 2022, if a beneficiary is not named, or if the designated beneficiary dies before receiving full payment of the benefits due under the Plan, and a contingent beneficiary has not been named, the remaining payments will be made to your next-of-kin in the following order:

1. Widow or Widower
2. Natural or adopted children, equally
3. Grandchildren
4. Parents
5. Siblings (whether whole or half-sibling)
6. Estate

If none of the above listed individuals survive you and you do not have an Estate, no benefits will be payable, except in a case where the Board may reimburse those persons who have paid reasonable funeral and burial expenses.

## **Changes To Return To Work Rules**

The Plan's current Return to Work Provisions require a participant to terminate all employment with a contributing employer to be eligible to retire. The IRS requires a termination of employment for early retirement but allows a participant to retire so long as they reach normal retirement age.

## **Effective June 15, 2020:**

The Trust started permitting participants to retire starting at age 65 without the 30-day layoff that is required for early retirement. Note, the Plan's current suspension of benefit rules continue to apply, and anyone who plans to work after retirement would need to submit a Post Retirement Return to Work form and a job description for Trustee approval in order to have the opportunity to continue to receive retirement benefits while working prior to their required beginning date. Once the required beginning date is attained (April 1 following the year in which you reach age 70-1/2), you can work and receive your benefits regardless of the job description and the number of hours you work.

(over)

If you have any questions concerning the changes described in this notice or Trust benefits in general, please contact the Administration Office at (866) 314-4239 or (206) 441-4667, option 2.

## **Board of Trustees**

### **Puget Sound Electrical Workers Pension Trust**

**Important Reminder** - You must advise the Administration Office of any changes in your basic demographic data, including changes in your name, marital status, designated beneficiary, home address, email address and telephone number. Provide information changes by completing and sending a new Enrollment Form or Beneficiary Designation Form to the Administration Office. If you divorce your spouse, please also provide a complete filed copy of your divorce decree and any accompanying court orders.

Failure to update your information on file may delay the timely payment of your benefits, and communication of important Plan information.

## **WELCOME TO THE PUGET SOUND ELECTRICAL WORKERS PENSION PLAN**

### **[BE SURE TO CAREFULLY READ THIS BOOKLET]**

This Puget Sound Electrical Workers Pension Plan (“Plan”) began on June 1, 1973 in accordance with Section 25 of the bargaining agreement between Local 46, I.B.E.W. and the Puget Sound Chapter of the NECA.

The principal purpose of the Puget Sound Electrical Workers Pension Plan is to provide retirement benefits to eligible Participants. In certain circumstances, the Plan also provides disability benefits and death benefits.

This booklet is your Summary Plan Description (“SPD”). The SPD explains:

- how your benefit is calculated;
- when you may retire;
- the forms of payment the Plan provides;
- how to apply for benefits;
- the restrictions and administrative procedures that apply; and
- detailed examples of benefit calculations.

It also explains the conditions that may result in a loss of participation and benefits, and the conditions that must be met for reinstatement of participation and benefits. The SPD summarizes and simplifies the Plan Document, which contains the legal provisions governing the Plan. As a result, the SPD cannot describe all the restrictions on benefits or exceptions that may be contained in the Plan Document. In the event the provisions of the SPD do not cover your situation, or if any term or provision in the SPD is unclear or ambiguous, the provisions of the Plan Document will govern. Additionally, if the terms of the SPD conflict with the terms of the Plan Document, the Plan Document will prevail.

The Plan described in this booklet applies to Participants retiring on or after June 1, 2017 who completed at least one Hour of Credited Future Service on or after June 1, 2017. Benefits for Participants retiring prior to June 1, 2017 and for those individuals retiring after May 31, 2017 who did not complete at least one Hour of Credited Future Service on or after June 1, 2017 are computed under the applicable provisions of the Plan previously in effect. You should consult prior booklets and the Trust Administration Office if you have questions about the previous versions of the Plan.

Refer your questions concerning the Plan to the Trust Administration Office. Telephone contact with the Trust Administration Office does not guarantee eligibility for benefits under the Plan or eligibility for benefit payments. Eligibility for benefits under the Plan and eligibility for benefit payments are determined only when a claim is submitted to the Trust.

The Board of Trustees has authorized the Trust Administration Office to respond in writing to Plan Participants regarding the administration of the Plan. As a convenience to Participants, the Trust Administration Office will provide answers regarding plan administration over the telephone, in person or electronically through the Trust’s website or by email. However, no such oral or electronic communication is binding upon the Board of Trustees.

**IMPORTANT**

Only the full Board of Trustees is authorized to interpret the Pension Plan described in this booklet. Only the Board of Trustees may give binding answers, and then only if you have furnished full and accurate information concerning your situation. No Employer or Union nor any representative of any Employer or Union is authorized to interpret the Plan on behalf of the Board – nor can such person act as an agent of the Board of Trustees.

**Trust Administration Office**

Street Address:

7525 S.E. 24<sup>TH</sup> Street, Suite 200

Mercer Island, WA 98040

Mailing Address:

P.O. Box 34203

Seattle, WA 98124-1203

(206) 441-4667 or (866) 314-4239

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**PUGET SOUND ELECTRICAL WORKERS PENSION PLAN**  
**YOUR RETIREMENT AT A GLANCE**

TYPE	AGE REQUIREMENTS	SERVICE REQUIREMENTS	BASIC BENEFIT	RETIREMENT BENEFIT OPTIONS	CONDITIONS WHICH MAY RESULT IN LOSS OF SOME OR ALL BENEFITS
<b>Eligibility:</b> To be eligible for the benefits described below, you must work for an Employer subject to a Collective Bargaining Agreement with Local 46 IBEW or a special agreement which requires the Employer to contribute to this Plan's Trust Fund on your behalf. If you work outside the jurisdiction of Local 46, service under a Pro-Rata Agreement for which contributions are transferred to this Plan may establish eligibility. See the section called "Related Plan Service" at page 15.					
<b>Normal Retirement</b>	Age 65 or over	a. 1 or more Hours of Service on or after June 1, 1997 and have earned 5 Years of Credited Service;  <b>OR</b>  b. 10 or more years of Credited Service with either 2 years of Credited Future Service or at least 3,000 Covered Hours of Employment;  <b>OR</b>  c. Fifth Anniversary of participation without a break in service	Monthly Retirement Benefit earned to your Normal Retirement Date plus any monthly retirement benefit earned after your Normal Retirement Date	a. Monthly Life Annuity guaranteed for 60 months b. 100% Joint and Survivor Annuity c. 75% Joint and Survivor Annuity d. 50% Joint and Survivor Annuity e. Level Income Option f. Pop-up Option	a. Return to work after Retirement b. Termination before Vesting

**PUGET SOUND ELECTRICAL WORKERS PENSION PLAN**  
**YOUR RETIREMENT AT A GLANCE**

<b>TYPE</b>	<b>AGE REQUIREMENTS</b>	<b>SERVICE REQUIREMENTS</b>	<b>BASIC BENEFIT</b>	<b>RETIREMENT BENEFIT OPTIONS</b>	<b>CONDITIONS WHICH MAY RESULT IN LOSS OF SOME OR ALL BENEFITS</b>
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<b>Special Early Retirement</b>	Age 55 or over, but before 65	a. 10 or more years of Credited Service with either 2 years of Credited Future Service or 3,000 Hours of Covered Employment; <b>AND</b> b. For benefits earned prior to June 1, 2017, have at least 30,000 Covered Hours of Employment (including Related Plan Service); for benefits earned on or after June 1, 2017, have at least 35,000 Covered hours of Employment (including Related Plan Service); <b>AND</b> c. Have at least 3 years of Credited Future Service during the 5 consecutive Plan Years immediately preceding or including the plan year of your retirement (or during any five consecutive Plan Years ending on or after the later of May 31, 1991 or the date that you reach age 55) and otherwise meet the requirements of Early Retirement	Monthly Retirement benefit earned to your Special Early Retirement Date	Same as Normal Retirement	Same as Normal Retirement

**PUGET SOUND ELECTRICAL WORKERS PENSION PLAN**  
**YOUR RETIREMENT AT A GLANCE**

<b>TYPE</b>	<b>AGE REQUIREMENTS</b>	<b>SERVICE REQUIREMENTS</b>	<b>BASIC BENEFIT</b>	<b>RETIREMENT BENEFIT OPTIONS</b>	<b>CONDITIONS WHICH MAY RESULT IN LOSS OF SOME OR ALL BENEFITS</b>
<b>Eligibility:</b> To be eligible for the benefits described below, you must work for an Employer subject to a Collective Bargaining Agreement with Local 46 IBEW or a special agreement which requires the Employer to contribute to this Plan's Trust Fund on your behalf. If you work outside the jurisdiction of Local 46, service under a Pro-Rata Agreement for which contributions are transferred to this Plan may establish eligibility. See the section called "Related Plan Service" at page 15.					
<b>Early Retirement</b>	Age 55 or over, but before 65	10 or more years of Credited Service with either 2 or more years of Credited Future Service or 3,000 Covered Hours of Employment	Monthly Retirement Benefit earned to your Early Retirement Date reduced by 1/2 of 1% for each month your retirement precedes age 62 and 1/4 of 1% for each month that retirement precedes age 65	Same as Normal Retirement	Same as Normal Retirement
<b>Disability Retirement</b>	Any age before age 65 when you become totally and permanently disabled while an Active employee if you have a year of Credited Future Service during either (a) the Plan Year in which you became permanently and totally disabled or (b) at least one of the two Plan Years prior to the Plan Year in which you became permanently and totally disabled and you are not receiving Early Retirement Benefits or Special Early Retirement Benefits	10 or more years of Credited Service with either 2 years of Credited Future Service or 3,000 Covered Hours of Employment	Monthly Retirement earned to your Disability Retirement Date (subject to reduction if not active)	a. Monthly Life Annuity guaranteed for 60 months b. 100% Joint and Survivor Annuity c. 75% Joint and Survivor Annuity d. 50% Joint and Survivor Annuity	When you first: a. Recover from your disability before age 65; b. Return to Covered Employment; c. Obtain gainful employment; or d. Stop receiving Social Security Disability Pension



**PUGET SOUND ELECTRICAL WORKERS PENSION PLAN  
YOUR RETIREMENT AT A GLANCE**

<b>TYPE</b>	<b>REQUIREMENTS</b>	<b>BENEFICIARY</b>	<b>BENEFIT</b>	<b>BENEFIT COMMENCEMENT</b>	<b>CONDITIONS WHICH MAY RESULT IN LOSS OF SOME OR ALL BENEFITS</b>
<p>Eligibility: To be eligible for the benefits described below, you must work for an Employer subject to a Collective Bargaining Agreement with Local 46 IBEW or a special agreement which requires the Employer to contribute to this Plan's Trust Fund on your behalf. If you work outside the jurisdiction of Local 46, service under a Pro-Rata Agreement for which contributions are transferred to this Plan may establish eligibility. See the section called "Related Plan Service" at page 15.</p>					
<b>Death Benefit: 75% Pre-Retirement Surviving Spouse Annuity</b>	<p>Participant dies after reaching age 65 but before retiring and is eligible for Normal Retirement at death</p> <p style="text-align: center;">OR</p> <p>Participant dies after reaching age 55 and is vested at death</p>	Qualified Spouse	Survivor's portion of the 75% Joint and Survivor Annuity	The first day of the month following Participant's death	No surviving spouse
<b>Death Benefit: 50% Pre-Retirement Surviving Spouse Annuity</b>	Participant dies before reaching age 55 and is eligible (but for age) for Normal Retirement at death	Qualified Spouse	Survivor's portion of the 50% Joint and Survivor Annuity	The first day of the month following the date the Participant would have attained age 55	No surviving spouse

**PUGET SOUND ELECTRICAL WORKERS PENSION PLAN  
YOUR RETIREMENT AT A GLANCE**

<b>TYPE</b>	<b>REQUIREMENTS</b>	<b>BENEFICIARY</b>	<b>BENEFIT</b>	<b>BENEFIT COMMENCEMENT</b>	<b>CONDITIONS WHICH MAY RESULT IN LOSS OF SOME OR ALL BENEFITS</b>
<p>Eligibility: To be eligible for the benefits described below, you must work for an Employer subject to a Collective Bargaining Agreement with Local 46 IBEW or a special agreement which requires the Employer to contribute to this Plan's Trust Fund on your behalf. If you work outside the jurisdiction of Local 46, service under a Pro-Rata Agreement for which contributions are transferred to this Plan may establish eligibility. See the section called "Related Plan Service" at page 15.</p>					
<b>Death Benefit: Alternative Pre-retirement Death Benefit</b>	<p>At death, Participant is either vested or has worked at least 400 Covered Hours of Employment in one Plan Year and has not lost this service due to the break in service rules and</p> <ul style="list-style-type: none"> <li>• No Pre-retirement surviving spouse annuity is payable to Participant's Qualified Spouse or Participant is unmarried at death;</li> <li>• Participant's Qualified Spouse elects not to receive the 50% Pre-retirement Surviving Spouse Annuity; <b>or</b></li> <li>• Participant, with the consent of Participant's Qualified Spouse, waives the Pre-retirement Surviving Spouse Annuity and designates someone other than Participant's Qualified Spouse as Beneficiary</li> </ul>	Qualified Spouse, Children, Beneficiary, or Estate	Lump Sum Payment equal to the value of all contributions made to the Plan on behalf of the Participant	The first day of the month following Participant's death	

## **PARTICIPATION**

You are entitled to participate in this Plan if you work under a Collective Bargaining Agreement requiring contributions to the Plan. Certain non-bargaining Participants may be entitled to participate if there is a special agreement between the employer and the Board of Trustees.

## **PLAN FUNDING**

The Plan is funded by your Employers' contributions. The hourly rate of each Employer's contribution is determined by a collective bargaining agreement with the Union, or a special agreement. You are *not* required or permitted to contribute to the Plan.

A copy of the collective bargaining agreement is available for inspection at the Trust Administration Office and a copy of it may be obtained by writing to the Trust Administration Office. The Trustees may make a reasonable charge for providing copies.

## **CREDITED SERVICE**

### **Credited Future Service**

Credited Future Service is your period of service on or after June 1, 1973. You earn one year of Credited Future Service for each Plan Year from June 1973 through May 1976 in which you work 1,000 Covered Hours of Employment. For each Plan Year after May 1976 you earn one year of Credited Future Service for each Plan Year in which you work at least 870 Covered Hours of Employment.

Covered Hours of Employment means your hours of employment with respect to which an Employer contribution is paid or payable. (Before June 1, 1982, Covered Hours of Employment means your hours of employment with respect to which an Employer contribution is paid.)

### **Credited Past Service**

Past Service means your years of employment after June 1, 1958 and prior to the effective date of this Plan, June 1, 1973. In order to obtain any Credited Past Service, you must have earned at least 1,000 Covered Hours of Employment (hours for which contributions were made to the Plan) in any one single Plan Year during the period of June 1, 1973 to June 1, 1976 or 870 Hours of Service during the Plan Year ending May 31, 1977, and you must have:

- (i) accumulated at least two years of Credited Future Service; or
- (ii) completed 3,000 Covered Hours of Employment after June 1, 1973.

You will receive one year of Credited Past Service (up to 10 years) for each Plan Year commencing June 1, 1958 and ending May 31, 1973, in which you had eligible employment of 1,000 hours or more. If you work less than 400 hours during each of two consecutive Plan Years, you have a break in Credited Past Service, and, years of Credited Past Service before the break are not counted. In some cases, if you failed to work 400 hours in a Plan Year for reasons described in the Plan, that Plan Year can be disregarded for purposes of determining whether you had a break in Credited Past Service.

### **Credited Service**

Means the sum of your Credited Past Service, if any, and your Credited Future Service. Your years of Credited Service are used to determine whether you are Vested and to ascertain your eligibility for Normal, Early, Special Early, Disability and Death benefits.

## HOW YOUR BENEFIT IS CALCULATED

Your retirement income is based on your *monthly calculated benefit* which is equal to the sum of any Past Service Benefit you have earned and your Future Service Benefits.

- a) **Past Service Benefit** - For each year of Credited Past Service your monthly benefit is \$7.08. The maximum allowable Past Service Benefit is \$70.80 per month.
- b) **Future Service Benefits** - For Credited Future Service, your monthly benefit is the sum of:
  - 1) a monthly benefit of 1.5% of Employer Contributions, except Funding Contributions (those designated under an agreement as not eligible for benefit accrual), made or required to be made on your behalf for service rendered after May 31, 2022; and
  - 2) a monthly benefit of 1.25% of Employer Contributions, except Funding Contributions (those designated under an agreement as not eligible for benefit accrual), made or required to be made on your behalf for service rendered after May 31, 2017 and before June 1, 2022; and
  - 3) a monthly benefit of 1.5% of Employer Contributions, except Funding Contributions (those designated under an agreement as not eligible for benefit accrual), made or required to be made on your behalf for Service rendered after September 30, 2013 and before June 1, 2017; and
  - 4) a monthly benefit of 1.5% of Employer Contributions made or required to be made on your behalf for Service rendered after May 31, 2003 and before October 1, 2013; and
  - 5) a monthly benefit of 2.2% of Employer Contributions made or required to be made on your behalf for Service rendered after May 31, 2000 and before June 1, 2003; and
  - 6) a monthly benefit of 3.7% of Employer Contributions made or required to be made on your behalf for Service rendered after May 31, 1973 and before June 1, 2000.

## VESTING

Vesting service is used to determine whether you have a nonforfeitable right to receive a retirement benefit. You will become fully vested when you meet one of the following requirements:

- 10 Years of Service.
- 10 years of Credited Service, which includes at least 2 years of Credited Future Service, or 3,000 Covered Hours of Employment.
- 5 Years of Service, provided one hour is worked as a participant on or after June 1, 1997.

A Year of Service means 870 Hours of Service in a Plan Year subsequent to May 31, 1976.

Solely for purposes of vesting, your hours of employment with respect to which an Employer contribution is paid or payable are counted for purposes of determining your Credited Future Service for the period June 1976 through May 1982.

### **Vesting Service During Maternity and Paternity Leave**

The following rules apply to Maternity or Paternity leave:

- You will receive vesting credit for the number of hours required to prevent a Break in Service for the Plan Year in which your Maternity or Paternity leave begins.

- If you do not need this credit to prevent a Break in Service for the Plan Year in which your leave begins, you will receive this credit for the following Plan Year to the extent that you are absent due to a Maternity or Paternity leave (but only up to the number of hours required to prevent a Break in Service for that Plan Year).
- If you are absent from work due to layoff or similar reason when leave begins, you will not receive credit for Maternity or Paternity leave.

Maternity or Paternity leave means you are absent from work (i) by reason of your pregnancy (ii) by reason of the birth of your child, (iii) by reason of the placement of the child in connection with the adoption of the child by you, or (iv) for purposes of caring for the child during the period immediately following the birth or placement for adoption.

To receive credit for Maternity or Paternity leave, you must provide the following to the Trust Administration Office:

- A statement that the absence was due to Maternity or Paternity leave, as defined above.
- Information required to determine and document the length of absence.

### **BREAKS IN SERVICE**

Generally, a "Break in Service" will occur at the end of any period of two consecutive Plan Years during which you fail to earn at least 400 hours of service in either of those Plan Years. If you have a Break in Service before you become vested, your Credited Service before the break is forfeited unless the Break in Service is postponed as described below.

If you have forfeited Credited Service as a result of a Break in Service, you may be entitled to a restoration of that Credited Service if you return to covered employment within a certain time.

#### **Preventing Breaks in Service**

A Break in Service may be postponed if you are absent from work for one of the following reasons:

- Service with the Armed Forces of the United States or substitute non-military services as required by law;
- You are permanently and totally disabled (see page 18), provided you first became a participant prior to age 55 and you provide timely notice of such disability to the Trustees;
- You are available for but are unable to obtain sufficient work in Covered Employment and the Trustees have made an advance determination of unusually adverse conditions in the industry for that specific Plan Year;
- Leave of absence, approved in advance by the Trustees;
- You are working as a supervisor or estimator for an Employer;
- You are working as an electrical inspector for the State of Washington or its political subdivisions or working as an electrical inspector for a municipality, city, county or school district or other municipal corporations approved by the Trustees pursuant to a nondiscriminatory policy;
- You work in other contiguous non-covered service (such as work in a management position). Non-covered service is contiguous if:
  - The non-covered service immediately precedes or follows covered service for the same Employer; and



- No quit, discharge or retirement occurs between such covered service and non-covered service.
- You are absent from work (i) due to your pregnancy, (ii) due to the birth of your child, (iii) due to the placement of a child with you in connection with the adoption of the child, or (iv) for purposes of caring for the child during the period immediately following the birth or placement for adoption.

Contact the Trust Administration Office for information on other types of absence which might avoid a break in service.

### **Re-employment after a Break in Service**

If you are vested when your participation is terminated under this Plan due to a Break in Service and you are later re-employed by a contributing employer prior to retirement, all service and accrued benefits you earn after you return to work will be added to your previous service and accrued benefits.

If you are not vested when you have a Break in Service, you may reinstate your service and accrued benefit if you are re-employed by a contributing employer and if you earn at least one Year of Service (870 Hours of Service) in a Plan Year before your consecutive years of Break in Service equal the greater of (5) years or your total years of service before your break. See Example 4 on page 29. If you were a participant before June 1, 1985, and your participation terminated before that date, a different rule applies. You can reinstate your service and accrued benefits earned before June 1, 1985, if you were reemployed by a participating employer and earned at least one Year of Service (870 Hours of Service) before your consecutive years of Break in Service equal your total years of service before your break.

### **Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you leave covered employment for service in the Armed Forces or other uniformed service of the United States and have reemployment rights under USERRA, then, to the extent required by USERRA, you will not incur a Break in Service on account of your service, and your service will count toward vesting and benefit accrual under the Plan. You have reemployment rights under USERRA only if you satisfy several requirements, which include:

- you give your employer advance notice of your intent to leave to perform service;
- your service is for five years or less;
- you receive an honorable discharge; and
- you return to covered employment or apply for reemployment in covered employment within the period required by USERRA (for example, if your service was for more than 180 days, you must reapply for employment in covered employment within 90 days after completing your service).

If you are entering or leaving service with the Armed Services or other uniformed service, contact the Trust Administration Office. For more information about USERRA visit the website of the Veterans' Employment and Training Service at **[www.dol.gov/vets](http://www.dol.gov/vets)**.

## **RELATED PLAN SERVICE**

Another pension plan is a “related Plan” with this Plan if the pension trust that sponsors the other pension plan is a party to:

- a Pro-Rata Agreement with this Trust Fund; or
- the Electrical Industry Pension Reciprocal Agreement.

Under a Pro-Rata Agreement this Trust Fund and the trust fund of a related Plan agree to a reciprocal recognition of credited service. Covered hours of employment that are creditable under the related Plan are called “Pro-Rata Hours.” Pro-Rata Hours are credited under this Plan for the purposes described in this section. “Related Plan Service” is only awarded if you have at least 400 Covered Hours of Employment under this Plan.

Under the Electrical Industry Pension Reciprocal Agreement this Trust Fund and the trust funds of related Plans in the Electrical Industry agree to reciprocal recognition of credited service. Covered hours of employment that are creditable under a related Plan are called “Reciprocal Hours.” Reciprocal Hours are credited under this Plan for the purposes described in this section “Related Plan Service” only if the related employer contributions are transferred on a prospective basis to, and accepted by, this Trust Fund.

Credited Service based on Pro-Rata Hours or Reciprocal Hours is known as Related Plan Service.

Related Plan Service may be used to:

- earn eligibility under this Plan;
- help satisfy the 10-year vesting rule and eligibility requirements for retirement and death benefits;
- satisfy the 5-year vesting rule; and
- help some Participants avoid a Break in Service when their work is divided between this Plan and a Related Plan.

Related Plan Credited Service, together with your Credited Service under this Plan, makes up your combined Credited Service for the purposes described above. You cannot count more than one year of combined Credited Service in any Plan Year.

You cannot accrue any additional benefits under this Plan based on your Pro-Rata Hours. You do accrue additional benefits under this Plan based on your Reciprocal Hours (provided that the associated contributions have been transferred to and accepted by this Trust Fund).

Please contact the Trust Administration Office if you have a question about whether a pension trust is a party to a Pro-Rata Agreement with this Trust Fund. When you apply for retirement, it is important that you list the names and locations of other Electrical Industry pension plans in whose jurisdiction you worked.

## RETIREMENT

### Normal Retirement

To be eligible for Normal Retirement, you must be age 65 and meet one of the following service requirements:

- 5 years of Credited Service (provided that you have completed 1 Hour of Service as a Participant after June 1, 1997); **OR**
- 10 years of Credited Service, and either (1) 2 or more years of Credited Future Service or (2) at least 3,000 Hours of Covered Employment; **OR**
- the fifth anniversary of the date you became a Plan Participant without a Break-in-Service.

You may retire on the first of the month after you reach your Normal Retirement Age, or after you satisfy the above requirements, whichever is later.

*Your Normal Retirement Benefit will be equal to the monthly calculated benefit earned to the date of your Normal Retirement.*

### Early Retirement

To be eligible for Early Retirement you must

- be at least age 55; **AND**
- have at least 10 years of Credited Service; **AND**
- have either 2 or more years of Credited Future Service or at least 3,000 Covered Hours of Employment

Your Early Retirement Benefit will be equal to the monthly calculated benefit earned to the date of your Early Retirement, reduced by  $\frac{1}{2}$  of 1% for each month that your Early Retirement date precedes your 62nd birthday, and  $\frac{1}{4}$  of 1% for each month that retirement precedes your 65<sup>th</sup> birthday, but does not precede your 62nd birthday.

### Special Early Retirement

To be eligible for Special Early Retirement you must be at least age 55 and meet the following service requirements:

1. retire after May 31, 1991; **AND**
2. have at least 10 years of Credited Service with either 2 or more years of Credited Future Service or at least 3,000 Covered Hours of Employment, **AND**
3. for benefits earned prior to June 1, 2017, have at least 30,000 Covered Hours of Employment and for benefits earned on or after June 1, 2017, have at least 35,000 Covered Hours of Employment; **AND**
4. have at least 3 years of Credited Future Service during
  - a) the 5 consecutive Plan Year period ending with the Plan Year immediately preceding or including the Plan Year in which you apply for Special Early Retirement, or
  - b) any 5 consecutive Plan Year period ending on or after the later of May 31, 1991 or the date you attain age 55.

**Notes:** For purposes satisfying service requirement 3, for benefits earned on or after June 1, 2017, the Covered Hours of Employment requirement for Special Early Retirement increased from 30,000 to 35,000 Covered Hours of Employment. Therefore, if you retire after you reach age 55 but before reaching age 65 and otherwise satisfy the requirements to receive Special Early Retirement benefits, but have between 30,000 and 35,000 Covered Hours of Employment, the portion of the benefits you earn on or after June 1, 2017 will be actuarially reduced. The portion of the benefits you earn prior to June 1, 2017 will not be reduced. However, if you have 35,000 or more Covered Hours of Employment and otherwise satisfy the remaining requirements to receive Special Early Retirement, none of your benefits will be actuarially reduced. Also, with regard to the 30,000 or 35,000 Covered Hours of Employment requirement, Covered Hours of Employment also includes the following hours:

<b>IF you became a Participant</b>	<b>THEN the following hours are also considered Covered Hours of Employment</b>
Before June 1, 2004	<ul style="list-style-type: none"> <li>• Reciprocal Hours earned on and after June 1, 2004, for which the related contributions are transferred to this Plan</li> <li>• All Reciprocal Hours earned before June 1, 2004 (regardless whether contributions are transferred to this Plan)</li> <li>• Related Hours earned before June 1, 2004</li> </ul>
After May 31, 2004	<ul style="list-style-type: none"> <li>• Reciprocal Hours earned at any time for which the related contributions are transferred to this Plan</li> </ul>

“Reciprocal Hours” mean covered hours of employment under the Electrical Industry Pension Reciprocal Agreement (or which would have been covered hours of employment had the Reciprocal Agreement been effective on this Plan’s effective date (June 1, 1973)).

“Related Hours” are Related Hours (not including past service) for which this Plan recognizes vesting credit under a reciprocity agreement (or would have recognized vesting credit except that the applicable reciprocity agreement was not then in effect).

For purposes of satisfying service requirement 4, 3 years of Credited Future Service during a 5 consecutive Plan Year period, only hours for which contributions are made to or transferred to this Plan shall generally be considered. Also, once a Participant qualifies for special early retirement such benefits shall be locked in and service or lack of such service shall not cause any Participant who has satisfied such requirements to lose such eligibility.

*Your Special Early Retirement Benefit will be equal to the monthly calculated benefit earned to the date of your Special Early Retirement.*

### **Late Retirement**

If you elect to continue to work after you become eligible to receive retirement benefits, you will continue to earn Credited Future Service and Future Service Benefits.

Generally, your Late Retirement Benefit will be equal to the monthly calculated benefit earned to the date of your Late Retirement. There are calculation exceptions, however, if you retire after age 70 ½. Please consult the Trust Administration Office.

### **Disability Retirement**

If you become totally and permanently disabled before you become eligible for Normal Retirement, you will be eligible for Disability Retirement Benefits if you meet the following requirements:

- a year of Credited Future Service during either (a) the Plan Year in which you became permanently and totally disabled or (b) at least one of the two Plan Years immediately prior to the Plan Year in which you became permanently and totally disabled; and
- at least 10 years of Credited Service with either 2 or more years of Credited Future Service or at least 3,000 Covered Hours of Employment.

Permanent total disability is defined as disability resulting from any medically determinable physical or mental impairment which can be expected to be of long, continued or indefinite duration and which will render the Participant incapable of continuing in the employment of an Employer or engaging in any other regular employment for an Employer or engaging in any regular employment or occupation substantially gainful in character which the Employee would otherwise be expected to be capable of performing in light of his/her training, experience and ability. Disability Retirement Benefits will not be payable to a Participant where the disability results from a self-inflicted injury or the habitual use of narcotics or the habitual use of alcoholic beverages.

Your Disability Retirement Benefit is a monthly payment equal to the Normal Retirement Benefit you had earned as of the date of your Disability Retirement. Your benefits will commence the first month following six full calendar months of disability. Under certain limited circumstances, the Trustees have authority to waive the six (6) month waiting period.

Your disability retirement benefit is payable for as long as you remain totally disabled. At any time, the Trustees may require one or both of the following:

- a) re-examination by a physician chosen by them, but not more often than once every twelve months; and
- b) you to submit certification, not more frequently than every three months, that you are still totally and permanently disabled and details of any gainful employment.

If you refuse to be examined for the purpose of determining whether you still meet the requirements for disability retirement, or if an examination reveals you are no longer disabled, your benefits will stop. Disability Retirement Benefits end when your disability ends, you return to work or on the date of your death, whichever is earlier. You also may be required to submit to a physical examination by a physician or surgeon designated by the Trustees at the expense of the Trust.

### **FORMS OF PAYMENT**

The Plan provides several different forms of retirement payments to assist you in fulfilling your particular economic and family needs.

#### **Automatic Form of Benefit**

Retirement benefits are paid in the Automatic Form of Benefit, unless you waive the Automatic Form of Benefit and elect (with your spouse's consent, if you are married) to have your retirement benefit paid in an Optional Form of Benefit.

Under the Automatic Form of Benefit:

- If you are married on the date of your Normal, Early, Special Early, Late or Disability Retirement, your retirement benefit will be paid in the form of a 50%, 75% or 100% Joint and Survivor Annuity. Your spouse is your joint annuitant.



**A Joint and Survivor Annuity** is an annuity for your life, and, if you die before the joint annuitant, an annuity for the life of the joint annuitant that is either 50%, 75% or 100% of the monthly annuity paid at your death. Monthly payments terminate with the last payment due as of the month in which you or your joint annuitant dies, whichever is later.

- If you are not married on the date of your Normal, Early, Special Early, Late or Disability Retirement, your retirement benefit will be paid in the form of a monthly annuity during your lifetime. If you die before 60 monthly payments have been made, the remaining payments will be made to your designated beneficiary. If your designated beneficiary dies before you, or you do not name a designated beneficiary, any remaining payments will be made to your estate.

### **Optional Forms of Benefit**

You may waive the Automatic Form of Benefit and select an Optional Form of Benefit. If you are married on the date of your retirement, however, your spouse must consent to your selection of an Optional Form of Benefit. Some of these Optional Forms of Benefit are in the form of a Joint and Survivor Annuity, which is explained above under the Automatic Form of Benefit.

- **Joint and Survivor Annuity with Joint Annuitant Other than the Participant's Spouse**

Under this form of retirement payment, benefits are paid as a 100%, 75% or 50% Joint and Survivor Annuity. If you are married, the joint annuitant under this option must be someone other than your spouse. If you are more than 10 years older but less than 20 years older than the joint annuitant, you may only select the 75% or the 50% Joint and Survivor Annuity. If you are at least 20 years older than the joint annuitant, you may only select the 50% Joint and Survivor Annuity. If your joint annuitant dies before you retire, your retirement benefit will be paid as if you had not waived the Automatic Form of Payment (above) and you will be able to elect another form of Optional Form of Benefit.

- **Monthly Life Annuity - 60 Months Guaranteed**

This form of retirement payment provides you with a lifetime monthly benefit. The payment begins on your retirement date and ends on the month in which you die. If you die before you receive 60 monthly payments, the Trust pays the remainder of the 60 monthly payments to your beneficiary. No payments are made to your designated beneficiary after the 60<sup>th</sup> payment has been made.

Your beneficiary is the person you designate at retirement to receive payments if you die before you receive 60 monthly benefit payments. You may designate your spouse or any other person to receive this benefit.

If your designated beneficiary dies after you and all 60 monthly payments have not been made, the remaining payments will be made to the designated beneficiary's estate. If your designated beneficiary predeceases you, or you failed to name a beneficiary, and 60 monthly payments have not been made, the remaining payments will be made to your estate.

- **Level Income Option**

You may select the Level Income Option only if you retire before you reach age 62. The Level Income Option provides for larger payments before you become eligible for Social Security retirement benefits at age 62, and correspondingly reduced payments after age 62. This form of payment is designed to be coordinated with your Social Security retirement benefit so that your total monthly benefit will be as uniform as possible both before and

after you begin receiving Social Security retirement benefits. Payments terminate with the last payment due as of the month in which you die.

- **Pop-Up Option**

If you elect retirement in the form of a Joint and Survivor Annuity, you may select a Pop-Up Option. Under the Pop-Up Option, if your joint annuitant dies before you but after you retire, the amount of your monthly annuity is increased to the amount equal to the monthly benefit that would have been paid had you not been married at the time of your retirement and you had received your retirement benefit in the Automatic Form of Benefit as an annuity for your life with 60 payments guaranteed. The amount of the monthly benefit is less than the monthly benefit provided under the Joint and Survivor Annuity options to reflect the actuarial cost of this benefit. If your monthly benefit “pops up” due to the death of your joint annuitant, payments terminate with the last payment due as of the month in which you die.

**Form of Payment Factors**

If the expected total value of your benefit is greater than \$5,000, you may choose from several forms of the above-described monthly retirement payments. The amount of monthly payment differs under each form, but the relative total value is approximately the same for all forms. The Joint and Survivor and Pop-Up Option factors that apply to most age combinations for Retirement other than under Disability follow.

**PUGET SOUND ELECTRICAL WORKERS PENSION PLAN**

**JOINT AND SURVIVOR ANNUITY FACTORS**

<b><i>REGULAR</i></b>			
<b>Amount to be Continued to Joint Annuitant</b>			
<b>Beneficiary's Age in Relation to Retiree's Age</b>	<b>100%</b>	<b>75%</b>	<b>50%</b>
<b>Each Additional Year older</b>	<b>+0.008</b>	<b>+0.007</b>	<b>+0.005</b>
<hr/>			
+10 years	0.874	0.906	0.935
9	0.866	0.899	0.930
8	0.858	0.892	0.925
7	0.850	0.885	0.920
6	0.842	0.878	0.915
5	0.834	0.871	0.910
4	0.826	0.864	0.905
3	0.818	0.857	0.900
2	0.810	0.850	0.895
1	0.802	0.843	0.890
same age	0.794	0.836	0.885
-1	0.786	0.829	0.880
-2	0.778	0.822	0.875
-3	0.770	0.815	0.870
-4	0.762	0.808	0.865
-5	0.754	0.801	0.860
-6	0.746	0.794	0.855
-7	0.738	0.787	0.850
-8	0.730	0.780	0.845
-9	0.722	0.773	0.840
-10	0.714	0.766	0.835
<b>Each Additional Year Younger</b>	<b>-0.008</b>	<b>-0.007</b>	<b>-0.005</b>

Example:

Retiree age	65	100%	Factor 0.754
Beneficiary age	<u>60</u>	75%	Factor 0.801
Years younger	-5	50%	Factor 0.860

**PUGET SOUND ELECTRICAL WORKERS  
PENSION PLAN  
JOINT AND SURVIVOR ANNUITY FACTORS**

<b><i>WITH POP-UP*</i></b>			
<b>Amount to be Continued to Joint Annuitant</b>			
<b>Beneficiary's Age in Relation to Retiree's Age</b>	<b>100%</b>	<b>75%</b>	<b>50%</b>
<b>Each Additional Year older</b>	<b>+0.008</b>	<b>+0.007</b>	<b>+0.005</b>
+10 years	0.840	0.878	0.915
9	0.832	0.871	0.910
8	0.824	0.864	0.905
7	0.816	0.857	0.900
6	0.808	0.850	0.895
5	0.800	0.843	0.890
4	0.792	0.836	0.885
3	0.784	0.829	0.880
2	0.776	0.822	0.875
1	0.768	0.815	0.870
same age	0.760	0.808	0.865
-1	0.752	0.801	0.860
-2	0.744	0.794	0.855
-3	0.736	0.787	0.850
-4	0.728	0.780	0.845
-5	0.720	0.773	0.840
-6	0.712	0.766	0.835
-7	0.704	0.759	0.830
-8	0.696	0.752	0.825
-9	0.688	0.745	0.820
-10	0.680	0.738	0.815
Each Additional Year younger	-0.008	-0.007	-0.005

\*If the joint annuitant pre-deceases the retiree the retiree's benefit will "pop up" to its full value, as described above under *FORMS OF PAYMENT – Optional Forms of Payment – Pop-Up Option*.

### **Benefit Enhancement Option**

You can increase the amount of the monthly benefit paid to you under the Pension Plan by transferring additional funds to the Plan in a rollover, but only if you are retired from the Pension Plan prior to the rollover. The rollover must satisfy the following conditions:

- a) the amount of the rollover is at least \$40,000;
- b) the entire rollover amount is from one of the following sources:
  - 1) a qualified plan;
  - 2) a Code section 403(b) annuity contract;
  - 3) an eligible Code section 457(b) plan of a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State; or
  - 4) a distribution from an IRA (but only the portion of the distribution that is eligible to be rolled over and would be included in your gross income if not rolled over).

The Plan will pay you a monthly benefit that is the actuarial equivalent of the rollover amount in addition to your regular monthly retirement benefit. The Plan will pay this additional monthly benefit without regard to any suspension of benefit rules that apply to your regular retirement benefits.

You are guaranteed that you or your beneficiary will receive any such additional benefits in an amount equal to at least the full amount of any transfer you make to this Plan. The benefit enhancement option provides that you will receive monthly benefits for as long as you live. Depending on the form of payment you elect, this guarantee means that benefits may be paid after your death. For example:

- a) If you elect to receive benefits under a Joint and Survivor Annuity, your joint annuitant will continue to receive benefits upon your death. In the event the total amount paid to you and your joint annuitant upon your joint annuitant's death is less than the amount you transferred to this Plan, the unpaid balance will be paid to your joint annuitant's beneficiary in one lump sum.
- b) If you elect to receive benefits as a life annuity with 60 months guaranteed, your beneficiary(ies) will continue to receive monthly benefits for the remaining balance of the guaranteed 60 months. At the end of that 60 month period the remaining balance of the amount of the transfer will be paid to your beneficiary(ies) in one lump sum.

If your designated beneficiary is deceased, the lump sum payment will be made to your designated beneficiary's estate. If your designated beneficiary died before you or you failed to name a designated beneficiary, the lump sum payment will be made to your estate.

### **Small Payments**

If the expected total value of your benefit is \$5,000 or less, the Trust will pay your retirement benefit in a lump sum cash-out instead of monthly payments. No other form of payment will be available, and no further benefit will be payable from the Trust.

If you elect, the Trust will transfer all or part of the lump sum cash-out directly to your individual retirement account, annuity plan, or other qualified employer plan in a direct rollover.

If you do not elect a direct rollover, the Trust will pay a lump sum cash-out to you, less 20% withholding for federal income taxes. The direct rollover and 20% withholding rules do not apply to payments that are required by federal law after you reach age 70½, or to lump sum payments of less than \$200.

## **APPLYING FOR RETIREMENT**

### **Application Form and Proof of Age**

When you are eligible to retire, you must file a written application for benefits on a form approved by the Trustees. You may obtain an application form from the Trust Administration Office or Local 46 Union Office. Along with your application, you must submit proof of your age. If you do not have a birth or baptismal certificate, you must submit two other acceptable documents (described on the application form). If more information is necessary, the Trust Administration Office will contact you.

### **Explanation of Forms of Retirement Payment**

At least 30 days and no more than 180 days prior to the date you are eligible to retire, you will be sent a written explanation of

- the terms and conditions of the Automatic Form of Payment,
- your right to make an election to waive this Automatic Form of Payment,
- the right of your spouse, if you are legally married, to consent to your election to waive this Automatic Form of Payment,
- your right to revoke your election and the effect of such revocation,
- the relative values of the optional forms of retirement payments available to you,
- the monthly amount payable under each form, and
- a description of how much larger your benefit would be if you choose to defer commencement.

After you receive the written explanation, you have 90 days to select (or change) the form of retirement payment. If you receive the written explanation more than 90 days before benefits start, you will be given 90 days immediately before benefits start to select (or change) the form of retirement payment.

### **Effective Date of Retirement Benefits**

The Plan does not pay retroactive benefits. Retirement benefits (Normal, Early, Special Early, Late, or Disability Retirement Benefits) are effective on the first day of the month following the later of:

- the month in which application is received by the Trust Administration Office; or
- the date you become eligible to receive the particular Retirement Benefit.

### **Change in Form of Payment**

Once you begin receiving payment, you may not change your type of retirement. For example, you cannot take Early Retirement and later switch to Disability Retirement. Similarly, you may not change your form of retirement payment, except as provided above.

## **WORKING AFTER RETIREMENT**

In order to be considered retired, you must withdraw and completely refrain from Working in the Electrical Industry. You are considered having withdrawn and refraining from Working in the Electrical Industry if you elect retirement and complete zero hours for one or more calendar months.

If you return to work for an Employer, or otherwise begin Working in the Electrical Industry following Early Retirement, Normal Retirement, or Late Retirement, you will not generally receive a retirement benefit payment for any month in which you have been employed for over 40 covered hours. Upon benefit recommencement, you will be entitled to a check for any month after your suspension if you worked fewer than 40 hours.

If you commence Special Early Retirement and you later return to work for an Employer or otherwise begin Working in the Electrical Industry before your Normal Retirement Date, you generally will not receive a retirement benefit payment for any month in which you have been employed. You are considered to have returned to work under these circumstances during any month in which you earn one (1) or more Covered Hours of Employment until you reach Normal Retirement Age. Once you reach Normal Retirement Age, you will be considered to have returned to work under these circumstances during any month in which you earn 40 or more Covered Hours of Employment.

“Working in the Electrical Industry” means performing any work of any kind coming under the International Brotherhood of Electrical Workers in the geographical jurisdiction of this Plan or any reciprocal plan either for compensation or gratis, including, but not by way of limitation, performing work in the following segments of the Electrical Industry: original electrical installation and maintenance on all industrial plants, commercial buildings and residences, line construction, electrical motor winding, shipyard electrical work, electrical sign installations, sound and communications and electrical alarms and surveillance systems; and also includes work performed as an estimator or supervisor under the International Brotherhood of Electrical Workers’ jurisdiction.

“Employer” generally means an employer that participates in the Puget Sound Electrical Workers Pension Trust.

“Covered Hours of Employment” generally means any hours that constitute working in the Electrical Industry within the jurisdiction of the Plan or any related Plan.

If you return to work for an Employer, or otherwise begin Working in the Electrical Industry and did not notify the Trust Administration Office before you started, you should notify the Trust Administration Office immediately after you start working. If you receive benefits while working more than the allowable covered hours, the Trust is entitled to recover overpayments equal to three whole benefit payments and thereafter up to 25% of each benefit payment until full recovery of the overpaid amount is received.

You should also notify the Trust Administration Office once you cease working so retirement benefit payments can resume. If you return to work for at least 400 covered hours of employment in a Plan Year, you will receive a higher pension in the future, based on additional benefits earned while working. You will not receive additional retirement benefits for your period of reemployment during any Plan Year that you fail to complete at least 400 Covered Hours of Employment.

However, your benefits will not be suspended when you return to work:

- as a JATC instructor, state or municipal Electrical Inspector or Trustee under the Puget Sound Electrical Workers Pension Trust or any other Trust established or maintained pursuant to a collective bargaining agreement between Local 46 and any employer Association;
- on a part-time basis in a non-elected employment category by the I.B.E.W. Union Local No. 46, as long as during the term of your employment, you do not visit job sites of an I.B.E.W. Signatory Employer, perform internal administrative duties covering grievance

administration, or perform or participate in duties that interfere with an I.B.E.W. Signatory Employer;

- for an Employer which has its primary physical business address located within the geographical jurisdiction of Local No. 46, Local No. 76 or Local No. 191 as long as you do not perform any duties for that Employer which are covered by any of the bargaining unit collective bargaining agreements in force within the jurisdiction of Local Union No. 46;
- on a part-time basis in an elected or non-elected employment category by I.B.E.W. Union Locals 76 or 191, which cover geographical areas outside the area covered by I.B.E.W. Union Local No. 46 as long as, during the term of your employment, you work no more than 20 hours per calendar month and you do not visit job sites of an I.B.E.W. Signatory Employer, perform internal administrative duties covering grievance administration, or perform or participate in duties that interfere with an I.B.E.W. Signatory Employer (this does not include employment with the I.B.E.W. International Union); and
- performing supervisory services described in “Working in the Electrical Industry” as an uncompensated volunteer providing supervisory functions only for Habitat for Humanity.

Whether or not your benefit is suspended for your work after retirement, is based on the detailed facts of your situation and the rules described in the Plan Document. As a result, you are strongly encouraged to contact the Trust Administration Office for application of these provisions to your situation.

### **Verification of Employment**

If you are receiving benefits under the Plan and you contemplate returning to work, you may request the Trustees to provide you with an advance determination regarding whether reemployment will result in suspension of benefits. You must send your request for determination in writing and include a complete job description. If the determination is adverse, you may request a hearing before the Board of Trustees as provided in the appeals provisions of the Plan.

If additional information is needed, a decision will be rendered within 90 days of receiving the additional information.

If the Trustees determine that you are working, they may request information concerning your employment so that they can determine whether you are working in Suspendible Employment. If you do not respond to this request, the Trustees may withhold your benefit payments until you provide the requested information.

## **DEATH BENEFITS**

Death benefits are paid to your spouse or other designated beneficiary if you die before you retire. If you are married, your beneficiary is your spouse unless your spouse consents in writing to another beneficiary designation.

### **Pre-Retirement Surviving Spouse Annuity**

#### ***If You Die After Age 55***

Your Spouse is eligible to receive a 75% Pre-Retirement Surviving Spouse Annuity if all of the following conditions are met as of the date of your death:

- you are lawfully married (your spouse is then your “Qualified Spouse”); **AND**
- you are at least age 55; **AND**



- you die before your retirement date; **AND**
- you are vested or eligible for Normal Retirement Benefits.

The benefits payable under the 75% Pre-Retirement Surviving Spouse Annuity equal the benefits that your Spouse would have received if you had taken Normal Retirement or Early Retirement and elected the 75% Joint and Survivor Annuity the day before you died. Benefits payable to your surviving spouse will begin the 1<sup>st</sup> of the month following your death, and continue until your surviving Spouse dies.

#### ***If You Die Before Age 55***

If you die before age 55, your spouse is eligible to receive a 50% Pre-Retirement Surviving Spouse Annuity if all of the following conditions are met as of the date of your death:

- you are lawfully married; **AND**
- you die before your retirement date; **AND**
- you would have been eligible for Normal Retirement Benefits had you reached age 55.

The benefits payable under the 50% Pre-Retirement Surviving Spouse Annuity equal the benefits your Spouse would have received if you had separated from service the day you die, survived until age 55, you had taken Early Retirement and elected a 50% Joint and Survivor Annuity at age 55, and died on the next day. Benefits payable to your surviving spouse will begin the month after you would have reached age 55, and continue until your Spouse dies.

#### **Alternative Pre-Retirement Death Benefit**

Your Spouse (or your beneficiary if your Qualified Spouse waives the right to receive the 50% Pre-Retirement Surviving Spouse Annuity; you, with the consent of your Qualified Spouse, waive the Pre-Retirement Survivor Annuity and designate someone other than your Qualified Spouse as beneficiary; or you are not married at the time of your death) is eligible to receive the Alternative Pre-Retirement Death Benefit if you die before retirement and satisfy either condition (a) or (b) below:

- a) At your death no Pre-Retirement Surviving Spouse Annuity is payable to your Qualified Spouse, and:
  - 1) you are vested; or
  - 2) if you are not vested, you worked at least 400 Covered Hours of Employment in any one Plan Year and have not been terminated from participation in the Plan.
- b) Your Qualified Spouse was eligible for, but elected not to receive, the 50% Pre-Retirement Survivor Annuity, or you, with the consent of your Qualified Spouse, waived the Pre-Retirement Survivor Annuity and designated someone other than your Qualified Spouse as your Beneficiary.

The Alternative Pre-Retirement Death Benefit is a lump sum distribution equal in value to all contributions made to the Plan on your behalf. The Alternative Pre-Retirement Death Benefit is paid either to your surviving spouse or to your Beneficiary, as provided in the Plan.

## EXAMPLES

The following examples are intended to illustrate the method of calculating Credited Service and Benefits under the Plan.

### **EXAMPLE 1 - Calculation of Credited Past Service**

Assume you were working for a Participating Employer who joined the Plan on June 1, 1973 and you had been an employee continuously since June 1, 1963. You worked at least 1,000 hours in each 12-month period beginning June 1, 1963.

Assume further that you earned at least 1,000 Hours of Service during a single Plan Year during the period beginning on June 1, 1973 and ending May 31, 1976 or 870 hours during the Plan Year beginning on June 1, 1976 and ending May 31, 1977.

Assume you accumulated two years of Credited Future Service or completed at least 3,000 Covered Hours of Employment at any time after June 1, 1973.

In this example, you would have earned 10 years of Credited Past Service.

### **EXAMPLE 2 - Calculation of Break in Credited Past Service**

Assume you were working for a Participating Employer who joined the Plan on June 1, 1973 and that you have the following employment history prior to the date your Participating Employer joined the Plan:

<u>Plan Year</u>	<u>Hours Earned</u>	<u>Credited Past Service</u>
6-1-63 to 5-31-64	1,000	1.0 year
6-1-64 to 5-31-65	300	0 year
6-1-65 to 5-31-66	0	0 year
6-1-66 to 5-31-67	1,000	1.0 year
6-1-67 to 5-31-68	0	0 year
6-1-68 to 5-31-69	1,000	1.0 year
6-1-69 to 5-31-70	350	0 year
6-1-70 to 5-31-71	800	0 year
6-1-71 to 5-31-72	1,000	1.0 year
6-1-72 to 5-31-73	1,000	<u>1.0 year</u>
Total of Credited Past Service:		4.0 years

In this example, you would have failed to earn a minimum of 400 Hours of Service during each of two consecutive Plan Years (6-1-64 to 5-31-65 and 6-1-65 to 5-31-66). This is a break in Credited Past Service. Therefore, you would not receive credit for the one Year of Past Service you had earned prior to the break. You would have accumulated four years of Credited Past Service between 6-1-66 and 5-31-73, provided you are otherwise eligible for Credited Past Service, because there were four years during this period when you earned 1,000 or more hours and there were never two consecutive Plan Years during which you earned less than 400 hours.

**EXAMPLE 3 - Calculation of Credited Future Service**

Assume you earn the following Hours of Service in each Plan Year after first being covered under the Plan in 2003:

<u>Plan Year</u>	<u>Hours Earned</u>	<u>Credited Future Service</u>
6-1-03 to 5-31-04	1,700	1.0 year
6-1-04 to 5-31-05	2,000	1.0 year
6-1-05 to 5-31-06	1,500	1.0 year
6-1-06 to 5-31-07	800	0 year
6-1-07 to 5-31-08	1,800	1.0 year
6-1-08 to 5-31-09	2,100	1.0 year
6-1-09 to 5-31-10	1,800	1.0 year
6-1-10 to 5-31-11	2,100	1.0 year
6-1-11 to 5-31-12	1,900	1.0 year
6-1-12 to 5-31-13	1,400	1.0 year
6-1-13 to 5-31-14	2,000	<u>1.0 year</u>
Total:	19,100	10.0 years

In this example you have earned 10 years of Credited Future Service as of May 31, 2014 because you had 870 covered hours during 10 Plan Years without forfeiting any of this service.

**EXAMPLE 4 - Calculation of Break in Credited Future Service**

Assume that you earn the following Hours of Service in each Plan Year beginning June 1, 2003:

<u>Plan Year</u>	<u>Hours Earned</u>	<u>Credited Future Service</u>
6-1-03 to 5-31-04	1,662	1.0 year
6-1-04 to 5-31-05	1,545	1.0 year
6-1-05 to 5-31-06	1,710	1.0 year
6-1-06 to 5-31-07	880	1.0 year
6-1-07 to 5-31-08	355	0 year
6-1-08 to 5-31-09	290	0 year
6-1-09 to 5-31-10	0	0 year
6-1-10 to 5-31-11	0	0 year
6-1-11 to 5-31-12	0	0 year
6-1-12 to 5-31-13	1,135	<u>1.0 year</u>
Total of Credited Future Service:		1.0 year

In this example, you would have failed to earn at least 400 Hours of Service in five consecutive Plan years (6-1-07 to 5-31-12). You would have a two year Break in Service as of 5-31-89 because you failed to earn 400 hours in either of the two consecutive Plan Years ending with this date. Therefore, you would lose the four (4) years of Credited Future Service you had earned prior to the two year Break because, as of 5-31-12, the number of consecutive one year Breaks in Service (5) equaled or exceeded the greater of five (5) consecutive one year Breaks in Service or the aggregate number of years of Credited Service (4) before the two year Break.

**EXAMPLE 5 - Determination of Monthly Calculated Benefit**

Assume the following Hours of Service were earned in each Plan Year during the periods shown:

<u>Plan Year</u>	<u>Hours of Service</u>	<u>by Hour</u>	<u>Total Contribution</u>
12-1-82 to 05-31-92	13,950	\$2.30	\$32,085.00
06-1-92 to 12-01-92	500	\$2.40	\$ 1,200.00
12-1-92 to 05-31-93	1,500	\$2.56	\$ 3,840.00
06-1-93 to 05-31-96	4,250	\$3.14	\$13,345.00
06-1-96 to 05-31-97	1,800	\$3.24	\$ 5,832.00
06-1-97 to 05-31-99	3,600	\$3.34	\$12,024.00
06-1-99 to 05-31-00	<u>1,800</u>	\$3.70	<u>\$ 6,660.00</u>
	27,400	Total Contributions	\$74,986.00
		Benefit %	3.7%
		Monthly Benefit	\$ 2,774.48
06-01-00 to 12-31-01	2,850	\$3.90	\$11,115.00
01-01-02 to 12-01-02	1,800	\$4.00	\$ 7,200.00
01-01-03 to 05-31-03	<u>750</u>	\$4.05	<u>\$ 3,037.50</u>
	5,400	Total Contributions	\$21,352.50
		Benefit %	2.2%
		Monthly Benefit	\$469.76
06-01-03 to 05-31-06	5,400	\$4.05	\$21,870.00
06-01-06 to 05-31-09	5,400	\$4.18	\$22,572.00
06-01-09 to 01-31-16	12,000	\$6.18	\$74,160.00
02-01-16 to 05-31-16	<u>750</u>	\$6.43	<u>\$ 4,822.50</u>
	23,550	Total Contributions	\$123,424.50
		Benefit %	1.5%
		Monthly Benefit	\$ 1,851.37
Monthly Calculated Benefit			<u>\$ 5,095.61</u>

#### **EXAMPLE 6 - Alternative Pre-Retirement Death Benefit**

If you are vested, die prior to retirement, have not been terminated from participation in the Plan, and no Joint and Survivor option before retirement is payable to your spouse, all contributions made to the Plan on your behalf would be paid to your beneficiary. For example, assume your death occurred as of June 1, 2016, and assume you had earned the hours shown below. The Alternative Pre-Retirement Death Benefit would be determined in this manner.

<u>Plan Year</u>	<u>Hours of Service</u>	<u>Contribution by Hour</u>	<u>Total Contribution</u>
06-1-82 to 05-31-00	27,400	Various	\$74,986.00
06-1-00 to 05-31-03	5,400	Various	\$21,352.50
06-1-03 to 05-31-16	23,550	Various	<u>\$123,424.50</u>
Total Contributions			\$219,763.00

Under this example the lump sum death benefits payable to your beneficiary would thus be \$219,763.00.

#### **EXAMPLE 7 - Calculation of Normal Retirement Benefits**

Using the \$5,095.61 *monthly calculated benefit* determined in Example 5, if you elected to retire on June 1, 2016, and were age 65 as of that date, your benefit would be determined as follows:

- A. If you decline the 75% Joint and Survivor Annuity with your spouse and do not wish to retire under any of the other Joint and Survivor options, your monthly retirement income would be equal to your Monthly Calculated Benefit, or \$5,095.61 per month. This amount would be payable for a minimum period of 60 months, and would continue throughout your lifetime.
- B. If you retire under the 100%, 75% or 50% Joint and Survivor Annuity with your spouse or other beneficiary, your monthly retirement income would be calculated according to your joint and survivor option factor (see table on pages 21 & 22), based on your age and the age of your spouse or other beneficiary at retirement. For example, if you and your spouse are both age 65 the actuarial reduction factor for the regular 75% Joint and Survivor Annuity would be .836. Your monthly benefit would be \$4,259.93 ( $=.836 \times \$5,095.61$ ) payable for your lifetime; if your spouse survives you, your spouse would receive \$3,194.95 per month for life ( $=.75 \times \$4,259.93$ ). Under the Pop-Up option the 75% factor would be .808. You would receive \$4,117.25 per month and your spouse would receive \$3,087.94 upon your death. However, under the Pop-Up option, if you should survive your spouse your \$4,117.25 benefit would "Pop-Up" to \$5,095.61 effectively beginning in the month following your spouse's death.

### **EXAMPLE 8 - Calculation of Special Early Retirement Benefits**

Using the \$5,095.61 *monthly calculated benefit* determined in Example 5, if you elected to retire on June 1, 2016 and were at least age 55 as of that date, your benefits would be determined as follows:

- A. You have met the requirements for Early Retirement Benefits, because you have attained age 55 and completed 10 years of Credited Service which included 2 years of Credited Future Service or 3,000 Covered Hours of Employment; **AND**
- B. You have met the requirements for Special Early Retirement Benefits, because you also have completed 30,000 Covered Hours of Employment and had at least 3 years of Credited Future Service during the 5 consecutive Plan Year period ending with the Plan Year immediately preceding or including the Plan Year in which you retire.
- C. Your Special Early Retirement Benefit is equal to your Monthly Calculated Benefit or \$5,095.61 per month. There is no actuarial reduction for commencement prior to age 65.
- D. Your Special Early Retirement Benefit remains subject to the same actuarial adjustments as your Normal Retirement Benefit. The amount of these adjustments depends on the form of payment you select (for example: a 100%, 75% or 50% Joint and Survivor Annuity), your age and the age of your spouse or beneficiary.

NOTE: The Covered Hours of Employment eligibility requirement for Special Early Retirement increased from 30,000 to 35,000 hours for benefits earned on or after June 1, 2017. Effective June 1, 2017, if you retire after you have attained age 55 and before 65 with less than 35,000 but more than 30,000 Covered Hours of Employment, the benefits based on Covered Hours of Employment you earned prior to June 1, 2017 will not be subject to actuarial reduction for retiring after age 55 and prior to age 65. The benefits based on Covered Hours of Employment you earned on or after June 1, 2017 would, however, be actuarially reduced using the early retirement factors described on page 16. If you retire under these circumstances with 35,000 or more Covered Hours of Employment and otherwise satisfied all of the remaining Special Early Retirement requirements, none of your benefits would be actuarially reduced.

### **EXAMPLE 9 - Calculation of Early Retirement Benefits**

Using the \$5,095.61 *monthly calculated benefit* determined in Example 5, if you elected to retire on June 1, 2020 and were age 55 as of that date, your benefits would be determined as follows:

NOTE: You are not eligible for Special Early Retirement as you would not have accrued the required three (3) years of Credited Service during the five (5) consecutive Plan Year period ending with the Plan Year immediately preceding or including the Plan Year of your retirement.

- A. If you decline the 75% Joint and Survivor Annuity with your spouse and do not wish to retire under any of the other Joint and Survivor Options, or under the Level Income Option, your Early Retirement income would be computed by reducing your monthly calculated benefit by  $\frac{1}{2}\%$  per month for each month that your early retirement age precedes age 62, and  $\frac{1}{4}\%$  per month for each month between ages 62 to 65. In this case, the reduction would be  $\frac{1}{2}\%$  times 84 months or 42%, and  $\frac{1}{4}\%$  times 36 months or 9% for a total reduction of 51%. Your monthly early retirement benefit would then be reduced to 49% (100% less 51%).  $\$5,095.61 \times 49\%$  equals \$2,496.85 per month, payable throughout your lifetime, with a minimum of 60 payments guaranteed.
- B. If you retire under the 100%, 75% or 50% Joint and Survivor Annuity with your spouse or other beneficiary, your monthly retirement income would be reduced according to an actuarial reduction factor based on your age and the age of your spouse or beneficiary at retirement.

**EXAMPLE 10 - Calculation of Early Retirement Benefits When Portion of Benefit is Eligible for Special Early Retirement**

Assume you have 29,000 Covered Hours as of June 1, 2017, for the 13 consecutive years that you worked more than 870 hours and work another year in which you work 2,000 Covered Hours before electing to retire on June 1, 2018 at the age of 55. Assuming you accumulated a \$3,000 per month benefit as of May 31, 2017, and earned an additional \$160.75 (=2,000 hours x \$6.43 per hour x 1.25%) for your hours during the 2017/2018 Plan Year, your benefits would be determined as follows:

NOTE: You are eligible for Special Early Retirement on the benefits earned prior to June 1, 2017 as you would now have 31,000 total Covered Hours and would have earned the required three (3) years of Credited Service during the five (5) consecutive Plan Year period ending with the Plan Year immediately preceding or including the Plan Year of your retirement. You would not, however, be eligible for Special Early Retirement on the benefits earned on or after June 1, 2017 because you have less than 35,000 total hours.

- A. If you decline the 75% Joint and Survivor Annuity with your spouse and do not wish to retire under any of the other Joint and Survivor Options, or under the Level Income Option, your Early Retirement income would be computed as the sum of two pieces: (1) An unreduced Special Early Retirement Benefit based on the monthly calculated benefit you earned through May 31, 2017 of \$3,000, and (2) the monthly calculated benefit earned on or after June 1, 2017 reduced by  $\frac{1}{2}\%$  per month for each month that your early retirement age precedes age 62, and  $\frac{1}{4}\%$  per month for each month between ages 62 to 65. In this case, the reduction would be  $\frac{1}{2}\%$  times 84 months or 42%, and  $\frac{1}{4}\%$  times 36 months or 9% for a total reduction of 51%. This monthly early retirement benefit would then be reduced to 49% (100% less 51%) of the \$160.75 that you earned on or after June 1, 2017 to produce \$78.77 per month. As result, your total benefit as of your June 1, 2018 retirement date would equal \$3,078.77 (= \$3,000 + \$78.77) per month, payable throughout your lifetime, with a minimum of 60 payments guaranteed.
- B. If you retire under the 100%, 75% or 50% Joint and Survivor Annuity with your spouse or other beneficiary, your monthly retirement income would be reduced according to your actuarial reduction factor based on your age and the age of your spouse or beneficiary at retirement.

**DENIAL OF BENEFIT CLAIMS AND REVIEW OF DISPUTES**

**Benefit Claims**

The Trust has a Claims Procedure that governs the filing of benefit claims and the review of benefit claim denials. The Claims Procedure is in Appendix A to this Summary Plan Description. You, your beneficiary or other benefit claimant (collectively, "benefit claimant"), must follow the Claims Procedure.

Under the Claims Procedure, if a benefit claim is denied, the benefit claimant may appeal to the Board of Trustees for a review of the denied claim. The Board (or a committee of the Board) will decide the appeal in accordance with the Claims Procedures. If, however, the benefit claimant does not appeal on time, the benefit claimant will lose the right to file suit in a state or federal court, because he or she will not have exhausted his or her appeal rights under the Claims Procedure (which, generally, is a requirement for bringing a suit in court).

The decision of the Board of Trustees (or its committee) upon review of a denied claim is final, subject to appeal rights provided by law. If the decision upon review upholds the whole or partial denial of the claim, the benefit claimant, to preserve the claim, must commence a legal action in a

court of competent jurisdiction not later than one year following the date of the notice of the decision to the benefit claimant.

### **Other Claims and Disputes**

If you or a beneficiary (“claimant”) has a dispute or claim against the Plan or Board of Trustees that does not involve a benefit claim (for example, a claim that an individual is eligible to participate in the Plan or makes an assertion which makes no claim for benefits), the claimant may not commence any legal action against the Plan or the Board of Trustees, except upon satisfaction of all the following conditions:

- a) The claimant must file a written claim or complaint with the Board of Trustees that includes the claimant’s name and mailing address and describes the claim or complaint, describes all evidence upon which the claim or complaint is based, identifies all relevant witnesses and documents and the relief or resolution demanded. The claimant must promptly notify the Board of Trustees of any change in the claimant’s address.
- b) The claimant cannot commence any legal action with respect to the claim or complaint for a period of 90 days after the claim or complaint is received by the Board of Trustees.
- c) The Board of Trustees or a committee thereof shall have the opportunity to consider the claim or complaint, and may respond by a written decision.

If the Board of Trustees or committee responds to the claimant by written decision, the claimant must commence all legal actions with respect to the claim or complaint no later than 90 days after the Board of Trustees mails a copy of the decision to the claimant.



## **ADMINISTRATIVE INFORMATION**

### **Incapacity**

If you (or your beneficiary, after your death) should become unable to properly handle benefit payments from the Pension Plan, the Plan Administrator may arrange to make payments to another party. To facilitate this, one of the following must be submitted:

- durable power of attorney
- legal guardianship
- legal conservatorship

### **Improper Payments**

If the Trust should make any payment in excess of benefits due, the Trust has the right to recover the excess payment by withholding future payments, or through legal action. An adjustment for interest, at the Plan's actuarial interest rate, may also apply.

### **Protection of Benefits**

Benefits under this Plan cannot be assigned, sold, transferred, or used to secure debts. Benefits cannot be subject to attachment, garnishment, or any other legal process, except that enforcement of a qualified domestic relations order (QDRO) is allowed. A QDRO is a judgment, decree, or order which governs child support, spousal support or alimony, or marital property rights. A QDRO is issued by a court or other appropriate state authority.

Payments under a QDRO cannot be made until a Participant reaches age 55 or benefits are otherwise distributable under the Plan. You may obtain a copy of the Plan's QDRO procedures from the Plan Administrator.

## **FACTS ABOUT THE PLAN**

### **Future of the Plan**

It is the intent of the Trustees to continue this Pension Plan in full force and effect indefinitely. However, the Trustees reserve the right to amend or modify the Plan in any way. The Trustees further reserve the right to discontinue the Plan or any part of the Plan in order to safeguard against any unforeseen contingencies. In the event of complete discontinuance of the Plan or the termination or partial termination of the Plan, the rights of each affected Participant to benefits accrued to the date of such termination or discontinuance, to the extent funded, shall be nonforfeitable and the assets then held by the Trustees with respect to this Plan will be allocated to Participants and beneficiaries in accordance with the Employee Retirement Income Security Act of 1974.

### **PBGC Information**

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program,

the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 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 and start your benefits 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 [www.pbgc.gov](http://www.pbgc.gov).

### **Your Rights Under ERISA**

As a Participant in the Puget Sound Electrical Workers Pension Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to:

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to a Pension at Normal Retirement Age (age 65), 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 any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$147 (\$147 effective August 1, 2016) a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

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

## PLAN INFORMATION

### **Plan Name**

This Plan is known as the Puget Sound Electrical Workers Pension Plan.

### **Plan Number**

The Plan Number is 001.

### **Type of Plan**

This Plan is a multiemployer defined benefit pension plan. The Plan is intended to satisfy the qualification requirements of section 401(a) of the Internal Revenue Code.

### **Plan Year**

The Plan Year is June 1 through May 31.

### **Plan Website**

The Puget Sound Electrical Workers Trust Funds have established a website to provide you with immediate access to your Plan information. The website is located at **[www.PSEWTrusts.com](http://www.PSEWTrusts.com)** and includes the following Trust Fund related material **without** the need for a PIN:

- Forms – Retirement, Individual Account, Legal Documents, and Notices
- Plan Booklets
- Links to Useful Sites
- Links to the Local Union
- FAQ's
- Administration Office Address, Phone Numbers

This website also provides a link to “Member Login” information, which is viewed through a secure location and **requires** the entry of a personal identification number “PIN” and your social security number or WPAS identification number (as printed on your Medical/Rx ID card from the Trust). A PIN will be assigned and mailed to you upon receipt of your completed PIN request form. To request a PIN, please complete a “PIN Request Form” found on the home page of the website. Please note that a PIN will be assigned. For security purposes you **may not** choose your own PIN. “My Personal Benefits” information includes the following data:

- Personal Information – name, address, gender, birth date, phone, email, etc.
- Hours/Contributions – statement showing your employer’s reporting hours worked and contributions paid to the Trust
- Retirement – years of service, total hours, and normal benefit amount

Information regarding your eligibility and benefits from the Puget Sound Electrical Workers Trust Funds is also available.

**NOTE: After a divorce you should always update your PIN number and beneficiary form.**

Information on the website is updated daily. If you have any questions about the contents of the website or access to “Member Login” information, please feel free to contact the Trust Administration Office at (206) 441-4667 or toll free (866) 314-4239.

### **Description of Collective Bargaining Agreements**

This Plan is maintained pursuant to collective bargaining agreements between contributing Employers and Local 46 IBEW and pursuant to special agreements between contributing Employers and the Board of Trustees. A copy of any agreement may be obtained by participants and beneficiaries upon written request to the Trustees. Further, any agreement is available for examination by participants and beneficiaries at the Trust Administration Office or a Local Union office upon ten (10) days advance written request. The Trustees may impose a reasonable charge to cover the cost of photocopying any agreement. Participants and beneficiaries may wish to inquire as to the amount of the charge before requesting copies.

### **Source of Contributions**

The Plan is funded through Employer Contributions, as specified in the Collective Bargaining Agreements or Special Agreements. Employee contributions are neither required nor permitted.

### **Funding**

Employer Contributions are received and held in trust by the Board of Trustees of the Puget Sound Electrical Workers Pension Trust.

### **Plan Sponsor and Plan Administrator**

The Participants, retirees and employers are represented in the administration of this Plan through a joint Board of Trustees. The Board of Trustees is the Plan Sponsor and the Plan Administrator. The address and telephone number for the Board of Trustees is:

Board of Trustees of the  
Puget Sound Electrical Workers Pension Plan

Street Address:  
7525 S.E. 24<sup>TH</sup> Street, Suite 200  
Mercer Island, WA 98040

Mailing Address:  
P.O. Box 34203  
Seattle, WA 98124-1203

(206) 441-4667 or (866) 314-4239

[www.PSEWTrusts.com](http://www.PSEWTrusts.com)

*The names and addresses of the Employer Trustees are:*

Barry Sherman, Chairman  
Puget Sound Chapter, NECA  
16001 Aurora Avenue North  
Seattle, WA 98133

Gordon Cochran  
Cochran Electric  
3200 W Sammamish Pkwy  
Redmond, WA 98052

James E. Mackey  
Evergreen Power Systems  
3623 East Marginal Way S.  
Seattle, WA 98134

*The names and addresses of the Labor Organization Trustees are:*

Richard Lehman, Secretary  
Local 46, International Brotherhood of Electrical Workers  
Pacific Gateway Building  
19802 62<sup>nd</sup> Ave. S., Suite 105  
Kent, WA 98032-1140

Bud Allbery  
Local 46, International Brotherhood  
of Electrical Workers  
Pacific Gateway Building  
19802 62<sup>nd</sup> Ave. S., Suite 105  
Kent, WA 98032-1140

Steve Murphy  
Local 46, International Brotherhood of  
Electrical Workers  
Pacific Gateway Building  
19802 62<sup>nd</sup> Ave. S., Suite 105  
Kent, WA 98032-1140

A complete list of the employers and employee organizations sponsoring the Plan may be obtained by Participants and beneficiaries upon written request to the Trustees. This list is available for examination at the Trust office. The Trustees may impose a reasonable charge for the cost of furnishing these lists. You may also make a written request as to whether a particular employer or employee organization is a Plan sponsor, and if so, the sponsor's address.

**Employer Identification Number**

The employer identification number assigned to the Plan by the Internal Revenue Service is 91-6180333.

**Type of Administration**

This Plan is administered by the Board of Trustees. The Board of Trustees has contracted with Welfare & Pension Administration Service, Inc. to provide administration services.

Welfare & Pension Administration Service, Inc.

Street Address:  
7525 S.E. 24<sup>TH</sup> Street, Suite 200  
Mercer Island, WA 98040

Mailing Address:  
P.O. Box 34203  
Seattle, WA 98124-1203

(206) 441-4667 or (866) 314-4239

[www.PSEWTrusts.com](http://www.PSEWTrusts.com)

**Name and Address of Agent for Service of Legal Process**

For the purposes of accepting service of legal process on behalf of the Trust, the Board of Trustees has designated the law firm of:

McKenzie Rothwell Barlow & Coughran, PS  
1325 Fourth Ave., Suite 910  
Seattle, WA 98101

Each member of the Board of Trustees is also an agent for purposes of accepting service of legal process on behalf of the Plan.

## **APPENDIX A**

### **Puget Sound Electrical Workers Pension Trust**

#### **Claims and Appeals Procedures**

##### **Section 1. Introduction**

Section 503 of the Employee Retirement Security Act of 1974, as amended (“ERISA”), requires an employee benefit plan to:

- provide adequate notice in writing to any participant or beneficiary whose claim for benefits under the plan has been denied, setting forth the specific reasons for such denial, written in a manner calculated to be understood by the participant, and
- afford a reasonable opportunity to any participant whose claim for benefits has been denied for a full and fair review by the appropriate named fiduciary of the decision denying the claim.

Department of Labor regulations under section 503 require an employee benefit plan to establish and maintain reasonable procedures governing the filing of benefit claims, notification of benefit determinations, and appeal of adverse benefit determinations.

This Claims Procedure is intended to satisfy, and to be construed in accordance with, ERISA section 503 and the regulations thereunder.

##### **Section 2. Definitions**

“Administrative Office” means the Administrative Agent.

“Adverse benefit determination” means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's or beneficiary's eligibility to participate in the Plan.

“Board” means the Board of Trustees of the Puget Sound Electrical Workers Pension Trust, or any committee of members of the Board to whom the Board, under the governing provisions of the Plan or Trust Agreement, has delegated the Board’s responsibilities in this Procedure.

“Claimant” means any Plan participant or beneficiary who files a claim or is treated as having filed a claim under this Procedure, or who is adversely affected by an adverse benefit determination.

“Disability Benefit” means a benefit that is available to a Claimant only upon a showing of disability. A benefit is not a Disability Benefit, however, if the finding of disability is made by a party other than the Administrative Office or the Board for purposes other than making a benefit determination under the Plan (for example, if the Plan provides that pension benefits shall be paid to a person who has been determined to be disabled by the Social Security Administration).

“Plan” means the Puget Sound Electrical Workers Pension Plan.

##### **Section 3. Authorized Representative**

A Claimant may authorize a representative to act on Claimant’s behalf in pursuing a benefit claim or request for review of an adverse benefits determination. To authorize a representative, the Claimant must file a written authorization with the Administrative Office at its address listed below:

Administrative Office

Puget Sound Electrical Workers Pension Plan  
Welfare & Pension Administration Service, Inc.

**Attention: Authorized Representative**

Street Address:

7525 S.E. 24<sup>TH</sup> Street, Suite 200  
Mercer Island, WA 98040

Mailing Address:

P.O. Box 34203  
Seattle, WA 98124-1203

(206) 441-4667 or (866) 314-4239

[www.PSEWTrusts.com](http://www.PSEWTrusts.com)

The written authorization must contain the Plan's name, the Claimant's name, address and telephone number, and the authorized representative's name, address, telephone number and fax number (if available). The written authorization must be signed and dated by the Claimant and the authorized representative. The authorization may include the following text:

"I, the Claimant named below, authorize the person named below to represent me in pursuing my claim for benefits under the Puget Sound Electrical Workers Pension Plan, including any appeal of an adverse benefits determination. I authorize the Plan's Administrative Office and the Board of Trustees of the Puget Sound Electrical Workers Pension Trust to provide my representative upon request all information and documents that I am entitled to request."

**Section 4. Claim for a Benefit.**

- a) **No Claim Necessary When an Application Filed.** A Claimant's application for benefits under the provisions the Plan is considered a claim for benefits under this Procedure.
- b) **Filing a Claim.** A Claimant may file a claim for benefits with the Administrative Office as follows. The claim must be in writing. The claim must contain the name of this Plan, the Claimant's name, the Claimant's address, telephone number and fax number (if available) and a description of the benefit claimed. If the claim is submitted by Claimant's authorized representative, the claim must contain the authorized representative's name, address, telephone number and fax number (if available). The claim must be addressed to the Administrative Office at the address below, which must appear on the claim itself and on any envelope that contains the claim.



Administrative Office  
Puget Sound Electrical Workers Pension Plan  
Welfare & Pension Administration Service, Inc.  
**Attention: Benefit Claim**

Street Address:  
7525 S.E. 24<sup>TH</sup> Street, Suite 200  
Mercer Island, WA 98040

Mailing Address:  
P.O. Box 34203  
Seattle, WA 98124-1203

(206) 441-4667 or (866) 314-4239

[www.PSEWTrusts.com](http://www.PSEWTrusts.com)

#### **Section 5. Decision on Claim**

- a) **Time Limits for Decision on Claim (other than for a Disability Benefit); Extension.** If the Administrative Office wholly or partially denies a claim that is not a claim for a Disability Benefit, the Administrative Office shall notify the Claimant in accordance with Section 6 of the adverse benefit determination within a reasonable period of time, not to exceed ninety (90) days after the Administrative Office receives the claim, unless the Administrative Office determines that special circumstances require an extension of time for processing the claim. If the Administrative Office determines that an extension of time for processing is required, then the Administrative Office shall furnish written notice of the extension before the initial 90-day period expires. The extension may not exceed a period of 90 days from the end of the initial 90-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Administrative Office expects to render its decision on the claim.
- b) **Time Limits for Decision on Claim for a Disability Benefit; Extensions.** If the Administrative Office wholly or partially denies a claim for Disability Benefit, the Administrative Office shall notify the Claimant in accordance with Section 6 of the adverse benefit determination within a reasonable period of time, not to exceed forty-five (45) days after the Administrative Office receives the claim, unless the Administrative Office determines that special circumstances require an extension of time for processing the claim. If the Administrative Office determines that an extension of time for processing is required, then the Administrative Office shall furnish written notice of the extension before the initial 45-day period expires. The extension may not exceed a period of 30 days from the end of the initial 45-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Administrative Office expects to render its decision on the claim. If, before the end of the first 30-day extension period, the Administrative Office determines that, due to matters beyond the control of the Administrative Office, a decision cannot be rendered within that extension period, the Administrative Office may extend the period for making the determination for up to an additional 30 days, provided that the Administrative Office notifies the Claimant, before the first 30-day extension period expires, of the circumstances requiring the extension and the date as of which the Administrative Office expects to render its decision on the claim. In the case of any extension under this Section, the notice of extension shall specifically explain the standards on which entitlement to a Disability Benefit is based, the unresolved

issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the Claimant shall be afforded at least 45 days from the Claimant's receipt of the notice within which to provide the specified information. In the event that a period of time is extended as permitted pursuant to this Section due to a Claimant's failure to submit information necessary to decide a claim, the period for deciding the claim shall be tolled (suspended) from the date on which the notification of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

#### **Section 6. Notice of Adverse Benefit Determination**

The Administrative Office, or the committee of Trustees who have participated in an adverse benefit determination, shall provide a Claimant with written notice of any adverse benefit determination. The notice shall set forth, in a manner calculated to be understood by the Claimant:

- a) specific reason or reasons for the adverse benefit determination;
- b) reference to the specific Plan provisions on which the determination is based;
- c) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary;
- d) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under ERISA section 502(a) following an adverse determination on review; and
- e) if the adverse benefit determination relates to a Disability Benefit:
  - 1) if an internal rule, guideline, protocol, or other similar criterion was relied upon in denying the claim, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Claimant upon request; and
  - 2) if the adverse determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

#### **Section 7. Appeal of Adverse Benefit Determination**

**Appeal.** A Claimant has the right to appeal an adverse benefit determination to the Board. An appeal must be in writing and must be addressed to the Board at the address below, which must appear on the appeal itself and on any envelope that contains the appeal.

Board of Trustees of the Puget Sound  
Electrical Workers Pension Trust  
c/o Welfare & Pension Administration Service, Inc.  
7525 S.E. 24<sup>TH</sup> Street, Suite 200  
Mercer Island, WA 98040

**Attention: Appeal of Adverse Benefit Determination**

- a) **Time Limits for Submitting Appeal.** A Claimant must submit an appeal of an adverse benefit determination within 60 days (180 days in the case of a claim for a Disability Benefit) after he or she receives notification of the adverse benefit determination (the “Appeal Period”). The Board has no obligation to review any appeal, unless the appeal is submitted within the Appeal Period. If the appeal not submitted within the Appeal Period, the Claimant loses the right to appeal (and may lose the right to file suit in court to challenge the adverse benefit denial).
- b) **Procedure.**
- 1) The Claimant may submit to the Board written comments, documents, records, and other information relating to his or her claim for benefits.
  - 2) Upon written request by the Claimant, the Claimant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to his or her claim for benefits.
  - 3) The Board’s review will take into account all comments, documents, records, and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
  - 4) If the claim is for a Disability Benefit:
    - (i) the Board’s review will not afford deference to initial adverse benefit determination and no individual who is either the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual, or Trustees who have acted as a committee of the Board of Trustees, shall conduct the review;
    - (ii) in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, the Board shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
    - (iii) the health care professional engaged for purposes of a consultation under paragraph (ii) above shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual; and
    - (iv) the Board shall identify medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the Claimant’s adverse benefit determination, without regard to whether the advice was relied upon in making the determination.

#### **Section 8. Benefit Determination on Review; Notice of Determination**

- a) **Time Limits for Benefit Determination on Review; Extension.** The Board shall notify the Claimant, in accordance with subsection (b) below, of the Board’s benefit determination on review within a reasonable period of time, not to exceed 60 days after receipt of the Claimant’s request for review by the Board, unless the Board determines that special circumstances require an extension of time for processing the claim. If the Board determines that an extension of time for processing is required, the Board shall furnish written notice of the extension to the Claimant before the initial 60-day period expires. The extension shall not exceed a period of 60 days from the end of the initial 60-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Board expects to render the determination on review. If the claim is for a Disability Benefit, a period of 45 days, rather than 60 days,

applies for purposes of this Section.

- b) **Notice of Benefit Determination on Review.** The Board shall provide a Claimant with notice of its benefit determination on review. In the case of an adverse benefit determination, the notice shall set forth, in a manner calculated to be understood by the Claimant:
- 1) the specific reason or reasons for the Board's determination;
  - 2) reference to the specific Plan provisions on which the benefit determination is based
  - 3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits;
  - 4) a statement describing any voluntary appeal procedures offered by the Plan and the Claimant's right to obtain the information about such procedures, and a statement of the Claimant's right to bring an action under ERISA section 502(a);
  - 5) if the adverse benefit determination relates to a Disability Benefit:
    - i. if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the Claimant upon request;
    - ii. if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
    - iii. the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."
- c) **Furnishing Documents.** In the case of an adverse benefit determination on review, the Board shall provide such access to, and copies of, documents records and other information described in subsection (b)(3), (b)(4) or (b)(5) above as is appropriate.

### **Section 9. Hearing**

If a hearing is permitted, the Claimant or his or her representative will be allowed to appear before the Board of Trustees for the purpose of presenting evidence, witnesses and summary reasons. If the Claimant elects to appear, a copy of the Administrative Record will be mailed to the Claimant and representative, if any. If the Claimant elects not to appear, the hearing will proceed and will be determined on the basis of the Administrative Record together with any documentation submitted by the Claimant and evidence from any witnesses consulted. A Stenographic record shall be made of all hearings. In its sole discretion, the Board of Trustees may establish conditions for the conduct of the hearing, the presentation of evidence or the attendance of any individual or to address any other procedural matters that may pertain to a specific hearing.