SUMMARY PLAN DESCRIPTION

OF THE

JOINT PENSION FUND

LOCAL UNION NO. 102 I.B.E.W.

PENSION PLAN

Effective January 1, 2018

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JOINT PENSION FUND
LOCAL UNION NO. 102 I.B.E.W. PENSION PLAN
(Plan No. 001)

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TO ALL ELIGIBLE EMPLOYEES:

On the following pages, you will find a description of the principal provisions of the Joint Pension Fund Local Union No. 102 I.B.E.W. Pension Plan. We hope that you will read this booklet carefully and become familiar with the terms of the Plan and your rights under it.

We believe that the pension benefits provided by this Plan, in addition to those provided under the Social Security Act, will provide a substantial measure of security in retirement for those who have given many years of service in employment covered by the Plan.

Vested benefits under this Plan up to certain limits will be insured with the Pension Benefit Guaranty Corporation as explained in detail under the Termination Insurance Section of this summary.

The Trustees are responsible for the operation of the Plan. We shall be happy to assist you in every way possible to make certain that you receive promptly the benefits to which you are entitled. If you would like information or assistance, you may obtain it at the office of the Pension Fund.

This summary is not intended to change in any way the provisions of the Plan. The rights of each person covered by the Plan may only be determined by the Pension Plan itself, a complete copy of which is on file at the office of the Pension Fund.

Sincerely yours,

THE TRUSTEES

OUTLINE OF PLAN

Eligibility: Work under the collective bargaining agreement of the Union, or work for the Union or a benefit fund of the Union.

Retirement Dates:

Normal Retirement - Age 62 and have reached the 5th anniversary of your first hour of service.

Early Retirement - Age 55 and 10 years of pension credits.

Disability Retirement - Any age, 10 years of pension credits including at least 5 years in the last 10 plan years preceding disability and receiving Federal Social Security disability benefits.

Pension Benefits:

Normal Retirement - Monthly pension is:

(a) $95.00 per month times pension credits earned after December 31, 1999, plus

(b) the following benefit rate times pension credits earned before January 1, 2000:

Prior Plan	Monthly Benefit Rate
102	$95.00
581	95.00
675	81.70

In addition, Prior Plan 675 participants will receive an additional $.75 for each year of voluntary contributory service prior to June 1, 1980 in the former 262 Plan.

Early Retirement - Same as normal retirement if payable at age 62. Reduced 3/10% per month for each month commencement precedes age 62. In addition, if you are at least age 55 and have 20 or more years of pension credits or you are at least age 60 and have 15 or more years of pension credits, a supplemental monthly pension equal to the monthly amount of early retirement pension (but not more than the lesser of $1,500 or $45,000 divided by the number of months the supplemental benefit will be paid) is payable prior to age 62. Not available if lump sum paid based on credits earned before January 1, 2000 under Prior Plan 675 unless pension credits earned in either the calendar year prior to or the calendar year in which pension payments begin and you retire on or after your 55th birthday with at least 20 years of pension credits earned after January 1, 2000 or you retire on or after your 60th birthday with at least 15 years of pension credits earned after January 1, 2000. Not payable after return to work and subsequent retirement.

Disability Retirement - Same as for normal retirement. The minimum monthly disability pension is $1,900.00.

Nonforfeitable Rights: 100% vested right to accrued benefit after 5 years of vesting service, provided you have worked one or more hours on or after January 1, 1997.

Spouse's Benefits: Joint life pension payable to spouse if death occurs after eligibility for vested rights but before retirement.

Lump Sum Death Benefits:

Before Retirement: If not eligible for Spouse's Benefits and earned at least 2 pension credits but less than 10 pension credits, $3,000 times pension credits. In addition, if at least 2 pension credits, $10,000 to designated beneficiary.

After Retirement: $2,000 to designated beneficiary in addition to any other survivor benefits that may be payable.

BASIC IDEA

The Pension Plan is a defined benefit pension plan which was agreed upon in a collective bargaining agreement between the Employers and the Union. The merged Plan was adopted effective January 1, 1995 (January 1, 2000 for Prior Plan 675).

There are six trustees of the Pension Fund; three selected by the representatives of the Employers and three by Local Union No. 102. These trustees are responsible for the administration of the Pension Plan in accordance with the regularly adopted rules and regulations, and their decisions are final. They have contracted I.E. Shaffer & Co. to serve as Fund Administrator. The Plan's fiscal year ends December 31.

ELIGIBILITY

If you are working under the collective bargaining agreement of the Union and your employer is obligated to make contributions to the Pension Fund on your behalf, you are covered by the Pension Plan provided you have worked 1,000 hours in a 12 month period. Any regular, full-time employee of the Union or the Trustees of a benefit fund of the Union is also eligible for coverage.

CONTRIBUTIONS

Although the Union negotiates with the employers and agrees to the rate of contribution to the Pension Fund, the employer makes the contributions on your behalf in accordance with the collective bargaining agreement. You may obtain from the office of the Pension Fund a copy of the collective bargaining agreement and a list of contributing employers and information whether an employer has agreed to make contributions to the Pension Fund in accordance with the collective bargaining agreement and, if so, such employer's address. The contributions are held and invested within the control of the Trustees and, together with the investment earnings, constitute the Pension Fund which provides the benefits payable to those who retire or to the beneficiaries or spouses of those who die while death benefits are payable.

PENSION CREDITS

Your eligibility for benefits and the amount of your benefits are based upon your pension credits. It is important to understand what this term means.

For all service after January 1, 1995 (January 1, 2000 for Prior Plan 675) you will receive one pension credit for each calendar year in which you work 1,200 hours or more and partial pension credits when you work less in accordance with the following schedule:

Number of Hours Worked in Calendar Year	Pension Credit Earned for Calendar Year
1,200 or over	1.0
1,080 - 1,199	.9
960 - 1,079	.8
840 - 959	.7
720 - 839	.6
600 - 719	.5
480 - 599	.4
360 - 479	.3
240 - 359	.2
120 - 239	.1
0 - 119	0

For periods after December 31, 1994 (December 31, 1999 for Prior Plan 675), hours worked in excess of 1,619 may be used to earn additional credits towards prior years in which you earned credit, but less than 1.0 credit.

You received credit for all service before January 1, 1995 (January 1, 2000 for Prior Plan 675) on the basis of the rules of the Prior Plan in which you participated.

VESTING SERVICE

Your eligibility for nonforfeitable rights is based upon your vesting service. You receive one year of vesting service for each calendar year after January 1, 1995 (January 1, 2000 for Prior Plan 675) during which you work at least 1,000 hours under the collective bargaining agreement with the Union, or for the Union or for the Trustees of a benefit fund of the Union. You receive partial vesting service when you work less than 1,000 hours in accordance with the following schedule:

Number of Hours Worked in Calendar Year	Vesting Service Earned for Calendar Year
1,000 or over	1.0
960 - 999	.8
840 - 959	.7
720 - 839	.6
600 - 719	.5
480 - 599	.4
360 - 479	.3
240 - 359	.2
120 - 239	.1
0 - 119	0

For periods after December 31, 1994 (December 31, 1999 for Prior Plan 675), hours worked in excess of 1,619 may be used to earn additional vesting service towards prior years in which you earned credit, but less than 1.0 year of credit.

For years before January 1, 1995 (January 1, 2000 for Prior Plan 675), you receive vesting service based on the provisions of the Prior Plan in which you participated, except one year of vesting service will be given for any calendar year in which you received credit for at least 1,000 hours.

BREAKS IN SERVICE

If you have a period of five consecutive years when you do not earn at least one-tenth of a year of pension credit, you will have a break in service, and all of your pension credits and vesting service prior to the break in service will be forfeited even if you return to work in the Industry within the territorial jurisdiction of the Union unless:

(a) You have a nonforfeitable right before your break in service occurs, or

(b) Your period of vesting service prior to your break in service is greater than the period of your break.

However, if you are unable to work because of sickness, injury, maternity or paternity leave, disability or service in the Armed Forces of the United States, this period of not working will not be counted in determining a break in service.

Breaks in service which occurred prior to January 1, 1995 (January 1, 2000 for Prior Plan 675) are based on the provisions of the Prior Plan in which you participated at the time of the break.

SEPARATION FROM EMPLOYMENT

If you have a period of two consecutive calendar years when you do not earn at least one-tenth of a year of pension credit, your benefit for pension credits earned prior to such period will be based on the benefit rate in effect in the last calendar year prior to the separation in employment in which you did earn pension credit. The above will not apply if you are retiring on a disability pension.

NORMAL RETIREMENT AT AGE 62 OR LATER

Eligibility - You must be at least age 62, and you must have reached the 5th anniversary of your first hour of service before you retire in order to be eligible for normal retirement.

Monthly Pension - The full annuity form of pension is payable for your lifetime with 120 monthly payments guaranteed. However, you and your spouse must elect to receive this full annuity form of benefit. If you do not make such election or another election under Optional Forms of Pension, your monthly pension will be automatically converted into a reduced pension payable for your lifetime and then, upon your death, your spouse will receive one-half of your reduced pension for the rest of her (his) life. If you die before receiving 120 monthly payments, your spouse will receive the same reduced pension as you until 120 payments have been paid in total before receiving one-half of your reduced pension. Generally, the reduction in the benefit will be 5% of the full annuity form of benefit. If your spouse dies before you, your pension will increase back to the unreduced amount. The full annuity form of pension if you retire on or after January 1, 2017 and have earned pension credits after January 1, 2016 is:

(a) $95.00 per month times the number of years of your pension credits earned after December 31, 1999, plus

(b) the following benefit rate times the number of years of your pension credits earned before January 1, 2000:

Prior Plan	Monthly Benefit Rate
102	$95.00
581	95.00
675	81.70

In addition, Prior Plan 675 participants will receive an additional $.75 for each year of voluntary contributory service prior to June 1, 1980 in the former 262 Plan.

OPTIONAL FORMS OF PENSION

If you and your spouse elect not to have the automatic conversion to a Joint and 50% to Spouse benefit, your pension will be paid to you for life with 120 monthly payments guaranteed. However, you may elect one of the optional benefits explained below.

- Joint and 100% to Spouse (Option A): You may wish to provide your spouse with a higher benefit upon your death than that payable under the automatic option. Under this option, the reduction in your pension is greater, but the same pension will continue to your spouse for life.

- Joint and 50% to Spouse (Option B): This automatic option (which was also described under the Normal Retirement Section) provides that after your death 50% of your reduced pension will continue to your spouse for life.

- Joint and 75% to Spouse (Option C): You may wish to provide your spouse with a higher benefit upon your death than that payable under the automatic option. Under this option, the reduction in your pension is greater, but 75% pension will continue to your spouse for life. If you die before receiving 120 monthly payments, your spouse will receive the same reduced pension as you until 120 payments have been paid in total before receiving 75% of your reduced pension.

At any time prior to the later of your 55th birthday or the date your pension payments commence, you may elect to receive an optional form of pension by filing with the Trustees a form provided for that purpose. The Joint and 100% to Spouse Option is not available upon disability retirement. Under an optional pension, if your spouse dies before you, your pension will increase back to the unreduced amount.

EARLY RETIREMENT BETWEEN AGES 55 AND 62

Eligibility - You must be at least age 55 and you must have earned at least 10 years of pension credits.

Monthly Pension - As explained under the Normal Retirement Section, the full annuity form of benefit will be paid only if you and your spouse elect to receive that benefit. Otherwise, the reduced pension will be paid to you for life, and then one-half of your reduced pension will be continued for life to your spouse. If your spouse dies before you, your pension will increase back to the unreduced amount. The full annuity form of benefit payable at age 62 if you retire on an early retirement pension on or after January 1, 2017 and have earned pension credits after January 1, 2016 is determined in the same manner as explained in the Normal Retirement Section. If the full annuity pension is to commence before age 62, the pension is reduced by 3/10% for each month that the commencement of payments precedes your 62nd birthday.

In addition, if you retire directly from active employment on or after your 55th birthday and you have earned at least 20 pension credits or on or after your 60th birthday and you have earned at least 15 pension credits, a supplemental monthly pension is payable each month that you receive an early retirement pension payment prior to your 62nd birthday equal to your monthly amount of early retirement pension (with no reduction for an optional pension as explained in the Optional Forms of Pension Section, if applicable). This supplemental monthly pension cannot exceed the lesser of $1,500 or $45,000 divided by the number of months that you will receive the supplemental benefit. A supplemental monthly pension is not available if you elect a lump sum payment for credit earned before January 1, 2000 under Prior Plan 675 unless you earn pension credits in either the calendar year prior to or the calendar year in which your pension payments begin and you retire on or after your 55th birthday with at least 20 years of pension credits earned after January 1, 2000 or you retire on or after your 60th birthday with at least 15 years of pension credits earned after January 1, 2000. A supplemental monthly pension is also not payable after your return to work and subsequent retirement.

EXAMPLES OF EARLY RETIREMENT REDUCTION FACTORS

Age When Pension Starts	Percentage of Full Pension at 62
55	74.8%
56	78.4%
57	82.0%
58	85.6%

59	89.2%
60	92.8%
61	96.4%

DISABILITY RETIREMENT

Eligibility - If you become totally and permanently disabled after you have earned at least 10 years of pension credits including at least 5 such years in the last 10 plan years immediately preceding the year you became disabled, you may apply for a disability pension.

Monthly Pension - The full annuity form of pension if you retire on a disability pension on or after January 1, 2017 and have earned pension credits after January 1, 2016 is determined in the same manner as explained in the Normal Retirement Section. The minimum monthly disability pension is $1,900.00.

You must be disabled for a minimum of six months before pension payments can begin, and you must be receiving Federal Social Security disability benefits. As explained in the Normal Retirement Section, the above benefit will only be paid if you and your spouse elect to receive the full annuity form of benefit. Otherwise, the reduced pension will be paid to you for life and then one-half of your reduced pension will be continued for life to your spouse. If your spouse dies before you, your pension will increase back to the unreduced amount. Generally, the reduction in your benefit will be 8.5% of the full annuity form of benefit.

What is total and permanent disability? - You will be considered to be totally and permanently disabled if total disability has continued for six consecutive months, you are receiving Federal Social Security disability pension payments, and the permanence of the disability is established to the satisfaction of the Trustees by medical proof or medical examination as directed by the Trustees. If you are age 55 or older when you apply for a disability pension, you will be paid an early retirement benefit beginning on the first day of the month coinciding with or next following the date on which you file an application for disability with the Trustees. The supplemental monthly benefit will not be paid. Upon qualification for a disability pension, the early retirement benefit will be increased to a disability benefit. Any early retirement payments made will be deducted from your disability payments.

HOW TO APPLY FOR A PENSION

A. File an application for normal, early or disability retirement with the Trustees. The proper form will be provided to you upon request to the office of the Pension Fund.

B. Submit satisfactory proof of your date of birth to the Trustees along with your application and, if you are married and have not elected the full annuity form of benefit, proof of your marriage and your spouse's date of birth.

C. If you select the full annuity pension, spousal consent is required. Such consent must be in writing and witnessed by a plan representative or notarized by a notary public. If spousal consent cannot be obtained, you must receive your pension in the reduced Joint and 50% to Spouse Form.

In addition, if you are applying for a disability pension, you must provide proof that you are totally and permanently disabled. You may be required to have a medical examination every six months until age 62 to determine that you are still disabled.

NONFORFEITABLE RIGHTS

If you leave employment covered by the Plan before being eligible for normal, early or disability retirement, but after you have earned at least 5 years of vesting service and provided you have worked one or more hours on or after January 1, 1997, you will be entitled to a deferred vested pension to commence at age 62.

The full annuity form of benefit payable to you will be based on the benefit rate in effect during the last plan year that you earned pension credits.

If the full annuity pension is to commence on or after age 55 but before age 62 and you have earned at least 10 years of pension credits, the pension is reduced by 3/10% for each month that the commencement of payments precedes your 62nd birthday.

As explained under the Normal Retirement Section, the full annuity form of pension will be paid only if you and your spouse elect to receive that benefit. Otherwise, the reduced pension will be paid to you for life, and then one-half of your reduced pension will be continued for the life of your spouse. If your spouse dies before you, your pension will increase back to the unreduced amount.

DEATH BENEFITS

<u>You must name your beneficiary</u> -

- You must name a beneficiary to receive any death benefits under this Plan.
- If you are married, your beneficiary must be your spouse unless your spouse waives this coverage in writing.
- The latest beneficiary designation in the possession of the Trustees shall determine the proper beneficiary.

<u>If you die before you are eligible for vesting, early or normal retirement</u> - If you have earned at least two pension credits but less than 10 pension credits, your beneficiary will receive a lump sum death benefit of $3,000 times the number of years of your pension credits.

If you die after eligibility for vesting, but before eligibility for early retirement or normal retirement - One of the following benefits will be paid:

(a) If you have a spouse living when you die, your spouse will receive a monthly benefit for life commencing at the time you would have been age 55 which will be one-half of the monthly pension you would have received if you had terminated on your date of death and retired at age 55 and accepted the automatic conversion, or

(b) If you do not have a spouse living when you die and you have earned at least 10 pension credits, your named beneficiary will receive a monthly pension for 120 months equal to the same benefit you would have received if you had retired on the date of your death reduced for years of pension credits less than 20 by the percentages listed below, except the 120 month period will be reduced by the number of disability payments you may have received.

Total Years of Pension Credits	Monthly Benefit Amount as % of Normal Pension
20 to 30	100
19	95
18	90
17	85
16	80
15	75
14	70
13	65
12	60
11	55
10	50

If you do not have a spouse living when you die and you have not earned at least 10 pension credits, your named beneficiary will receive the lump sum death benefit of $3,000 times the number of years of your pension credits.

(c) Instead of (a) above, your spouse may elect to receive a monthly pension for 120 months as set forth in (b) above or the lump sum death benefit of $3,000 times the number of years of your pension credits.

If you die after you are eligible for early retirement or normal retirement - One of the following benefits will be paid:

(a) If you have a spouse living when you die, your spouse will receive a monthly benefit for life commencing on the first day of the month coinciding with or next following your death which will be one-half of the monthly pension you would have received if you had retired on your date of death and accepted the automatic conversion, or

(b) If you do not have a spouse living when you die and you have earned at least 10 pension credits, your named beneficiary will receive a monthly pension for 120 months equal to the same benefit you would have received if you had retired on the date of your death reduced for years of pension credits less than 20 by the percentages listed below, except the 120 month period will be reduced by the number of disability payments you may have received.

Total Years of Pension Credits	Monthly Benefit Amount as % of Normal Pension
20 to 30	100
19	95
18	90
17	85
16	80
15	75
14	70
13	65
12	60
11	55
10	50

If you do not have a spouse living when you die and you have not earned at least 10 pension credits, your named beneficiary will receive the lump sum death benefit of $3,000 times the number of years of your pension credits.

(c) Instead of (a) above, your spouse may elect to receive a monthly pension for 120 months as set forth in (b) above or the lump sum death benefit of $3,000 times the number of years of your pension credits.

Additional lump sum death benefit - If you die after earning at least two pension credits, a $10,000 lump sum death benefit will be paid to your designated beneficiary in addition to any other pre-retirement death benefit.

If you die while on retirement - If you die after actually retiring, benefits will be based on the form of payment elected at retirement. In addition, a lump sum death benefit of $2,000 will be paid to your designated beneficiary.

WORK OUT OF THE LOCAL 102 JURISDICTION

The Local 102 Fund has agreements, called reciprocal agreements, with other Funds that allow you to go to work outside the jurisdiction of Local 102. If you are not sure whether an outside job is covered under a pension reciprocal agreement, you should contact the Fund Office and this information will be given to you. If the outside job is covered by a pension reciprocal, then the pension fund contributions that are paid by your employer on that job will be transferred back to the Local 102 Fund. Pension Fund contributions are always transferred in this manner to an employee's "Home Fund" as long as the pension that covers on an outside job has a reciprocal agreement with the Local 102 Fund.

Because different Funds have different rates of employer contributions an adjustment has to be made in order to allocate pension credit earned through operation of a reciprocal agreement. The adjustment is made to allow employees the flexibility of taking outside jobs while protecting the financial soundness of the Local 102 Fund. As a result, someone working in a jurisdiction where the contribution rate is lower (higher) than the Local 102 Fund would have to work more (less) hours in order to earn a pension credit. In any event, you will receive full vesting credit for each hour actually worked. An example of how this adjustment works is given below:

> A member of Local 102 works outside the jurisdiction under a reciprocity agreement for 1,000 hours in a year. The contribution rate on the job is $10.00 per hour. He will receive a full year of vesting service based on the 1,000 hours. However, for purposes of earning pension credit in that year the following formula will be used:
>
> In this example the employee would earn .9 pension credit in the year.

Total Contributions Received	Local 102 Contribution Rate	"Pension Credit Hours"
$10,000	$8.95	1,117

WORK OTHER THAN AS A CONSTRUCTION ELECTRICIAN

Because work of this type has different rates of employer contributions an adjustment has to be made in order to allocate pension credit earned. You will receive full vesting credit for each hour actually worked. An example of how this adjustment works is given below:

> A Plan participant does work of this type for 1,000 hours in a year. The contribution rate is $5.00 per hour. He will receive a full year of vesting service based on the 1,000 hours. However, for purposes of earning pension credit in that year the following formula will be used:
>
> In this example the employee would earn .4 pension credit in the year.

Total Contributions Received	Local 102 Contribution Rate	"Pension Credit Hours"
$5,000	$8.95	559

RETURN TO WORK

You may return to work under the collective bargaining agreement of the Union after your pension payments begin, but you are required within one week after your return to work within the territory of the Union to notify the office of the Pension Fund in writing. Your pension payments will stop when you enter such employment, however, you will still receive your pension payment in a month in which you work fewer than 40 hours. Pension payments will resume only upon your written application to the Trustees when you retire from such employment. There is no limitation on the work that you do which is not under the collective bargaining agreement of the Union or not for the Union or its benefit funds.

CLAIM PROCEDURE

If your request for a benefit under the Plan is denied by the Trustees, you will be advised in writing of the denial, and the specific reasons therefore by the Trustees. If you then so request in writing within 75 days after being advised of the denial, the Trustees will meet with you for a full and fair review of your claim and the reasons for their denial. The result of such review will be communicated to you in writing within 60 days of your request for the review.

If you ever decide to take legal action, the Trustees have been designated as the agent for the service of any legal process.

AMENDMENT TO OR TERMINATION OF THE PLAN

If the Plan is amended by the Trustees, your benefit accrued to such date cannot be reduced. It is the intention of the Union and the Employers that the Pension Plan shall be continued indefinitely. If the Plan were to be terminated by the Trustees, the rights of all persons to benefits accrued on their behalf to such date would be nonforfeitable. Assets would be allocated, to the extent that they are sufficient, in the following order: pensioners and beneficiaries in payment status, participants eligible to retire, vested participants, nonvested participants. However, vested benefits will be insured by the Pension Benefit Guaranty Corporation against any possible asset insufficiency.

CIRCUMSTANCES CAUSING FORFEITURE OF BENEFITS

In the event that you leave employment covered by the Plan before you have earned 5 years of vesting service, provided you have worked one or more hours on or after January 1, 1997 and before you are eligible for any pension benefits, any accrued benefits will be forfeited unless you return to work in the Industry as explained elsewhere in this booklet.

If you should die after receiving 120 monthly pension payments, the payments will cease unless you elected the Joint and 50% to Spouse option or any other optional pension and further payments are payable to your spouse as a result.

If the Plan is terminated and at that time you are not vested, all or a portion of your accrued benefits could be forfeited if the assets of the Trust Fund are insufficient to fully fund such benefits. However, vested benefits will be insured by the Pension Benefit Guaranty Corporation up to certain prescribed limits.

TERMINATION INSURANCE

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 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) nonpension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

QUALIFIED DOMESTIC RELATIONS ORDERS

You can obtain from the office of the Pension Fund, without charge, a copy of the procedures governing a qualified domestic relations order.

YOUR RIGHTS UNDER ERISA

This summary is not intended to change in any way the provisions of the Pension Plan. The rights of each person covered by the Plan may only be determined by the Rules and Regulations for a Pension Plan, a complete copy of which is on file in the office of the Pension Fund.

As a participant in the Joint Pension Fund Local Union No. 102 I.B.E.W. Pension Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- 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 Pension and Welfare Benefit 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 receive a pension at normal retirement age (age 62) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

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.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order 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.

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

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