



SUMMARY PLAN DESCRIPTION

OF THE

LOCAL 351 I.B.E.W.

PENSION PLAN

Effective April 1, 2019

TO ALL ELIGIBLE EMPLOYEES:

On the following pages you will find a summary description of the principal provisions of the revised Plan. We hope that you will read this booklet carefully and become familiar with the terms of the revised 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 Rules and Regulations for a Pension Plan, a complete copy of which is on file at the office of the Pension Fund.

The Trustees shall have the power to interpret, apply and construe the provisions of this Summary Plan Description, the Pension Plan and the Agreement and Declaration of Trust and any construction, interpretation or application reasonably adopted by the Trustees in good faith shall be binding. The Trustees shall also have the full and exclusive authority to determine all questions of eligibility, coverage, participation, status and benefits under the Summary Plan Description, Pension Plan and Agreement and Declaration of Trust.

Sincerely yours,

THE TRUSTEES

LOCAL 351 I.B.E.W. PENSION FUND

(Plan No. 001)

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OUTLINE OF PLAN

Eligibility:

Work under the collective bargaining agreement of the Union, or for the Union, or as a non-bargaining employee of an employer contributing for all such employees.

Retirement Dates:

Normal Retirement – Age 62 and worked 5 years.

Early Retirement – Age 55 and eligible for nonforfeitable rights.

Disability Retirement – Any age, 8 years of credited service and receiving Federal Social Security disability benefits.

Pension Benefits:

Normal Retirement – Monthly pension:

- (a) \$1.00 for each \$200.00 of employer contributions made on behalf of employee after January 1, 2019, plus
- (b) \$1.00 for each \$220.00 of employer contributions made on behalf of employee from January 1, 2011 to December 31, 2018, plus
- (c) \$1.00 for each \$210.00 of employer contributions made on behalf of employee in 2010, plus
- (d) \$1.00 for each \$200.00 of employer contributions made on behalf of employee from January 1, 2008 to December 31, 2009, plus
- (e) \$1.00 for each \$180.00 of employer contributions made on behalf of employee in 2007, plus
- (f) \$1.00 for each \$135.00 of employer contributions made on behalf of employee in 2006, plus
- (g) \$1.00 for each \$110.00 of employer contributions made on behalf of employee in 2005, plus
- (h) \$1.00 for each \$100.00 of employer contributions made on behalf of employee from January 1, 2003 to December 31, 2004, plus
- (i) \$1.00 for each \$50.00 of employer contributions made on behalf of employee from January 1, 1999 to December 31, 2002, plus
- (j) \$1.10 for each \$50.00 of employer contributions made on behalf of employee from October 1, 1995 to December 31, 1998, plus
- (k) Benefit for years before October 1, 1995 based on Prior Plans:

Prior Plan	Service Period	Monthly Benefit Per	Monthly Benefit Per \$ of	
		Year of Credited Service	Employer Contributions	
		Before 10/1/95	Per \$40	Per \$50
211*	Before 06/01/80	\$33.11	–	–
	06/01/80 – 06/01/81	\$53.74	–	–
	06/01/81 – 06/01/89	–	\$1.91	–
	06/01/89 – 06/01/94	–	\$1.40	–
	06/01/94 – 10/01/95	–	–	\$1.16
439	Before 10/01/87	\$44.10	–	–
	10/01/87 – 10/01/95	–	–	\$1.10

Prior Plan	Service Period	Monthly Benefit Per	Monthly Benefit Per \$ of	
		Year of Credited Service Before 10/1/95	Employer Contributions Per \$40	Per \$50
592	Before 06/01/78	\$24.37	–	–
	06/01/78 – 06/01/79	\$77.33	–	–
	06/01/79 – 06/01/93	–	\$2.05	–
	06/01/93 – 10/01/95	–	\$1.52	–

* Notwithstanding the above, the accrued benefit as of May 31, 1984 for each person who was a participant in the Local 334 I.B.E.W. Pension Plan as of such date shall be 191% of his accrued benefit determined as of May 31, 1984 under the Local 334 I.B.E.W. Pension Plan.

Early Retirement – Same as normal retirement if payable at age 60 or older. Reduced one-half percent (½%) per month up to 48 months for each month commencement precedes age 60 and reduced one-third percent (⅓%) per month for each month commencement precedes age 56. No reduction if age last birthday plus years of credited service equals at least 83.

Disability Retirement – Same as for normal retirement.

Supplemental Benefits:

If you retire between ages 55 and 62 and have at least 20 years of credited service, a supplemental monthly payment equal to your normal or early retirement pension payment will be paid until age 62.

Nonforfeitable Rights:

100% vested right to accrued benefit after five (5) years of vested credit.

Spouse’s Benefits:

Joint life pension payable to spouse if death occurs after eligibility for vested rights but before retirement.

Lump Sum Death Benefits:

- (a) Lump sum, if not eligible for Spouse’s Benefits and earned at least two (2) but less than five (5) years of credited service including at least two (2) in the five (5) plan years immediately preceding your death, equal to \$1,000 times years of credited service, or
- (b) Lump sum, if not eligible for Spouse’s Benefits and earned at least five (5) but less than ten (10) years of credited service including at least two (2) in the five (5) plan years immediately preceding your death, equal to thirty (30) times monthly accrued benefit.

Plan Year:

January 1st to December 31st.

BASIC IDEA

The Pension Plan is a defined benefit pension plan which was agreed upon in a collective bargaining agreement between the Southern New Jersey Chapter National Electrical Contractors Association and Local Union No. 351 of the International Brotherhood of Electrical Workers. The merged Plan was effective October 1, 1995.

There are six trustees of the Pension Fund. Three are selected by the Union and three by the Chapter. These trustees are responsible for the administration of the Pension Plan in accordance with the Plan and their decisions are final. They have contracted I.E. Shaffer & Co. to serve as Fund Administrator. The Plan's fiscal year ends December 31st.

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 automatically covered by the Pension Plan provided you have worked one thousand (1,000) hours in a twelve (12) month period. Any regular, full-time employee of the Union or a non-bargaining employee of an employer contributing for all such employees 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 on 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.

CREDITED SERVICE

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

For all service after October 1, 1995 you will receive one-twelfth ($\frac{1}{12}$) of a year of credited service for each full one hundred (100) hours worked. Maximum credit is one-quarter year in the October 1, 1995 to December 31, 1995 plan year and one (1) year in plan years beginning after December 31, 1995.

You received credit for all service before October 1, 1995 on the basis of the rules of the Prior Plan in which you participated.

VESTED CREDIT

Your eligibility for nonforfeitable rights is based upon your vested credit. You will receive one-quarter year of vested credit if you work at least two hundred fifty (250) hours during the short plan year from October 1, 1995 to December 31, 1995. For each plan year beginning on or after January 1, 1996, you will receive one (1) year of vested credit for each plan year during which you work at least one thousand (1,000) hours. For years before October 1, 1995, you received vested credit on the basis of the rules of the Prior Plan in which you participated, except one (1) year of vested credit will be given for any year in which you received credit for at least one thousand (1,000) hours.

BREAKS IN SERVICE

If you have a period of consecutive years in which you do not earn any vested credit or credited service, you will have a break in service and all of your vested credit and credited 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 when your break in service occurs, or
- (b) your period of break in service is less than the greater of (i) five (5) years or (ii) your period of vested credit prior to your break in service.

However, if you are unable to work because of sickness, injury, disability, maternity or paternity leave, 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 October 1, 1995 are based on the provisions of the Prior Plan in which you participated at the time of the break.

NORMAL RETIREMENT

Eligibility – You must be at least age 62 and have been an employee under the Plan for at least five (5) years in order to be eligible for normal retirement.

Monthly Pension – The full annuity form of pension is payable for your lifetime with sixty (60) 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 any other 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 (½) of your reduced pension for the rest of her (his) life. Generally, the reduction in the benefit will be ten percent (10%) 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, 2010 is:

- (a) \$1.00 for each \$200.00 of employer contributions made on behalf of employee after January 1, 2019, plus
- (b) \$1.00 per month for each \$220.00 of employer contributions made to the Pension Fund on your behalf during each plan year ending after January 1, 2011 to December 31, 2018, plus
- (c) \$1.00 per month for each \$210.00 of employer contributions made to the Pension Fund on your behalf during the 2010 plan year, plus
- (d) \$1.00 per month for each \$200.00 of employer contributions made to the Pension Fund on your behalf during each plan year ending after January 1, 2008 and before January 1, 2010, plus
- (e) \$1.00 per month for each \$180.00 of employer contributions made to the Pension Fund on your behalf during the 2007 plan year, plus
- (f) \$1.00 per month for each \$135.00 of employer contributions made to the Pension Fund on your behalf during the 2006 plan year, plus
- (g) \$1.00 per month for each \$110.00 of employer contributions made to the Pension Fund on your behalf during the 2005 plan year, plus
- (h) \$1.00 per month for each \$100.00 of employer contributions made to the Pension Fund on your behalf during each plan year ending after January 1, 2003 and before January 1, 2005, plus
- (i) \$1.00 per month for each \$50.00 of employer contributions made to the Pension Fund on your behalf during each plan year ending after January 1, 1999 and before January 1, 2003, plus
- (j) \$1.10 per month for each \$50.00 of employer contributions made to the Pension Fund on your behalf during each plan year ending after October 1, 1995 and before January 1, 1999, plus
- (k) Benefit for years before October 1, 1995 based on Prior Plans:

Prior Plan	Service Period	Monthly Benefit Per	Monthly Benefit Per \$ of	
		Year of Credited Service Before 10/1/95	Employer Contributions Per \$40	Per \$50
211*	Before 06/01/80	\$33.11	–	–
	06/01/80 – 06/01/81	\$53.74	–	–
	06/01/81 – 06/01/89	–	\$1.91	–
	06/01/89 – 06/01/94	–	\$1.40	–
	06/01/94 – 10/01/95	–	–	\$1.16
439	Before 10/01/87	\$44.10	–	–
	10/01/87 – 10/01/95	–	–	\$1.10

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	06/01/78 – 06/01/79	\$77.33	–	–
	06/01/79 – 06/01/93	–	\$2.05	–
	06/01/93 – 10/01/95	–	\$1.52	–

* Notwithstanding the above, the accrued benefit as of May 31, 1984 for each person who was a participant in the Local 334 I.B.E.W. Pension Plan as of such date shall be 191% of his accrued benefit determined as of May 31, 1984 under the Local 334 I.B.E.W. Pension 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 60 monthly payments guaranteed. However, you may elect one of the optional benefits explained below. Spousal consent is required for Options C or D.

Option A – (Joint and 100% to Spouse). You may wish to provide your spouse with a higher benefit upon your death than that payable under the Joint and 50% to Spouse option. Under this option, the reduction in your pension is greater, but the same pension will continue to your spouse for life.

Option B – (Joint and 50% to Spouse). This is the same as the automatic Joint and 50% to Spouse benefit.

Option C – (Years Certain and Life). The full annuity form of pension guarantees payments for 60 months, but this option provides lower benefits which are guaranteed for 120, 180 or 240 months (the period to be selected by you in your election).

Option D – (Immediate Full or Partial Payment). You may elect to receive, subject to the approval of the Trustees, an immediate lump sum payment of up to 100% (the percentage to be selected by you in your election) of the value of the full annuity form of your pension accrued through December 31, 2002. You will also receive a retirement pension payable for your lifetime with 60 monthly payments guaranteed equal to the remaining portion, if any, of your pension that is not paid in a lump sum.

Option E – (Joint and 75% to Spouse). You may wish to provide your spouse with a slightly higher benefit upon your death than that payable under the Joint and 50% to Spouse option. Under this option, the reduction in your pension is slightly greater, but 75% of your pension will continue to your spouse for life.

You may elect to receive an optional form of pension by filing with the Trustees a form provided for that purpose. You may elect any option at any time prior to the date your pension payments commence. An optional pension, other than Options A, B or E is not permitted for disability retirement.

EARLY RETIREMENT AFTER AGE 55

Eligibility – You must be at least age 55 and have a nonforfeitable right to your accrued benefit.

Monthly Pension – As explained in the Normal Retirement Section, the full annuity form of benefit will be paid only if you and your spouse elect to receive that benefit. If you do not make such election or another election under Optional Forms of Pension, your reduced pension will be paid to you for life and then one-half (½) of your reduced pension will be paid to your spouse for life after your death. If your spouse dies before you, your pension will increase back to the unreduced amount.

The full annuity form of benefit payable at age 60 or older if you retire on an early retirement pension on or after January 1, 2010 is determined in the same manner as explained in the Normal Retirement Section.

If the full annuity pension is to commence before age 60, the pension is reduced by one-half percent (½%) for each month up to 48 months that the commencement of payments precedes your 60th birthday and reduced by one-third percent (⅓%) for each month that the commencement of payments precedes your 56th birthday. There is no reduction if your age on your last birthday plus your years of credited service equals at least 83.

DISABILITY RETIREMENT

Eligibility – If you become totally and permanently disabled after you have at least eight (8) years of credited service, you may apply for a disability pension.

Monthly Pension – Same as in the Normal Retirement Section. You must be disabled for a minimum of five (5) 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 pension will only be paid if you and your spouse elect to receive the full annuity form of benefit. If you do not make such election or another election under Optional Forms of Pension, your reduced pension will be paid to you for life and then one-half (½) of your reduced pension will be paid to your spouse for life after your death. If your spouse dies before you, your pension will increase back to the unreduced amount. A determination of the pension on the Joint and 50% to Spouse option, the Joint and 75% to Spouse option and the Joint and 100% to Spouse option will be provided upon request.

You will be considered to be totally and permanently disabled if total disability has continued for five (5) 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.

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 or Options C or D (see Optional Forms of 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 (6) months until normal retirement age 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 at least five (5) years of vested credit, 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 the benefit as explained in the Normal Retirement Section based on your credited service to the date of termination and the benefit formula in effect at date of termination. This pension does not commence until you are age 60 or older.

If the full annuity pension is to commence on or after age 55 but before age 60, the pension is reduced by one-half percent (½%) for each month up to forty-eight (48) months that the commencement of payments precedes your 60th birthday and reduced an additional one-third percent (⅓%) for each month that the commencement of payments precedes your 56th birthday.

As explained in the Normal Retirement Section, the full annuity form will only be paid if you and your spouse elect to receive that benefit. If you do not make such election or another election under Optional Forms of Pension, your reduced pension will be paid to you for life and then one-half (½) of your reduced pension will be paid to your spouse for life after your death. If your spouse dies before you, your pension will increase back to the unreduced amount.

SUPPLEMENTAL BENEFITS

You must have at least twenty (20) years of credited service and retire after age 55 but before age 62 in order to be eligible for a supplemental benefit. If you satisfy these requirements, a supplemental monthly payment equal to your normal or early retirement pension payment (before any reduction for a joint and survivor pension, if applicable) will be paid each month that you receive a normal or early retirement pension payment.

Payments will stop on your date of death, your return to work, or when you reach age 62. You will not be eligible for a supplemental benefit if you retire on a disability pension, are receiving Federal Social Security pension payments, are retiring following re-employment as explained in the Return to Work Section, or elect Option D as explained in the Optional Forms of Pension Section.

DEATH BENEFITS

You must name your beneficiary –

- 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.

If you die before you are eligible for vesting, early or normal retirement – If you have earned at least two (2) but less than five (5) years of credited service including at least two (2) years of credited service in the five (5) plan years immediately preceding your death, your beneficiary will receive a lump sum death benefit of one thousand dollars (\$1,000.00) times the number of years of your credited service. If you have earned at least five (5) but less than ten (10) years of credited service, including at least two (2) years of credited service in the five (5) plan years immediately preceding your death, your beneficiary will receive a lump sum death benefit of thirty (30) times your monthly accrued benefit. If you have not designated a beneficiary, any payment due will be paid to your estate.

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 pension for life commencing at the time you would have been age 50 (or the first day of the month coinciding with or next following your death if you died after either attaining age 50 or completing at least twenty (20) years of credited service), which will be one-half (½) of your monthly accrued benefit, or
- (b) If you do not have a spouse living when you die, your named beneficiary will receive a lump sum death benefit of 60 times your monthly accrued benefit.

In lieu of the above stated monthly benefit, your spouse may elect to receive the lump sum death benefit of sixty (60) times your monthly accrued benefit.

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 pension for life commencing on the first day of the month coinciding with or next following your death which will be one-half (½) of your monthly accrued benefit, or
- (b) If you do not have a spouse living when you die, your named beneficiary will receive a lump sum death benefit of sixty (60) times your monthly accrued benefit.

In lieu of the above stated monthly benefit, your spouse may elect to receive the lump sum death benefit of sixty (60) times your monthly accrued 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.

RETURN TO WORK

You may return to work in the Industry after your pension payments begin, but you are required within one (1) week after your return to work in the electrical contracting industry, within the territory of the Union, to notify the office of the Pension Fund in writing. Your pension payments will stop if you are not eligible for normal retirement, or you are eligible for normal retirement and worked forty (40) or more hours per month.

Pension payments will resume only upon your written reapplication to the Trustees when you retire from such employment. There is no limitation on the work that you do which is not done in the Industry or which is done in the electrical contracting industry outside the jurisdiction of the Union.

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 therefor, by the Trustees. If you then so request in writing within seventy-five (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 sixty (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.

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) One hundred percent (100%) of the first eleven dollars (\$11.00) of the monthly benefit accrual rate and
- (2) Seventy-five percent (75%) of the next thirty-three dollars (\$33.00).

The PBGC's maximum guarantee limit is thirty-five dollars and seventy-five cents (\$35.75) per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with thirty (30) years of service would be twelve thousand eight hundred seventy dollars (\$12,870.00).

The PBGC guarantee generally covers:

- (1) Normal and early retirement benefits;
- (2) Disability benefits if you become disabled before the plan becomes insolvent; and
- (3) Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- (1) Benefits greater than the maximum guaranteed amount set by law;
- (2) Benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of:
 - (i) The date the plan terminates or
 - (ii) the time the plan becomes insolvent;

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

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

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.

CIRCUMSTANCES CAUSING FORFEITURE OF BENEFITS

In the event that you leave employment covered by the Plan before you have at least five (5) years of vested credit and before you are eligible for any pension benefit, 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 sixty (60) 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 or beneficiary as a result.

If you should die before you are vested and you do not have at least two (2) years of credited service in the last five (5) plan years immediately preceding your death, no benefit will be paid from the Pension Fund on your behalf.

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 Pension 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.

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 Local 351 IBEW 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 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 receive a pension at normal retirement age 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 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.

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NOTES

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