

PENSION PLAN PART A - TABLE OF CONTENTS

	Page
TRUSTEES' LETTER.....	1
SUMMARY PLAN DESCRIPTION – PENSION PLANS PART A AND B.....	2
A. Plan Name	2
B. Plan Sponsor and Administrator	2
C. Employer Identification Numbers and Plan Numbers.....	2
D. Type of Plan.....	2
E. Type of Administration	2
F. Name, Address and Telephone Number of Plan Administrator	2
G. Agent for Service of Legal Process	3
H. Board of Trustees	3
I. Description of Collective Bargaining Agreement	3
J. Participation, Eligibility and Benefits	4
K. Source of Contributions	4
L. Entities Used for the Accumulation of Assets and Payment of Benefits	4
M. Plan Year	4
N. Statement of ERISA Rights	4
O. Termination	5
P. Plan Termination Insurance	5

PENSION PLAN PART A

QUESTIONS AND ANSWERS.....	7
Type of Plan	7
When did the Plan start?	7
Who is eligible to participate in the Plan?.....	7
When should an application for a pension be filed?	7
When and how do I apply for benefits?	7
What are my claim and appeal rights when I apply for pension benefits?	8
What are my appeal rights when I apply for disability benefits?	9
Plan Benefits	12
What are the past service benefits?	12
What are the requirements for past service credits?	12
Are there any exceptions to the requirements?.....	12
What is Credited Future Service and what are the benefits?	12
Is there a minimum number of hours I must work in a year to receive credit?	13

PENSION PLAN PART A - TABLE OF CONTENTS

Can I lose credited or benefit service?	13
Are there any exceptions to the break-in-service rule?	14
When am I eligible for a normal retirement benefit?	14
How much is the normal retirement benefit?	14
When am I eligible for an early retirement benefit?	15
Will I get the same amount of benefit if I retire before age 65?	15
Are there any exceptions to the normal and early retirement requirements?	15
What if I become disabled before I retire?	15
Are there any special requirements for a disability pension?	15
How are the disability payments computed?	16
Will the disability pension continue after age 65?	16
Will there be any benefit accrual in this Plan during the time I am drawing disability retirement benefits?	17
Will I be eligible for a Joint and Survivor Annuity if I am receiving disability retirement?	17
What happens if I recover and return to work?	17
What does vesting mean?	17
What are the vesting requirements?	17
Suppose I retire and start receiving monthly retirement benefits but then return to work in the electrical industry. Will I continue to receive my pension while working?	18
If I am married, will my retirement benefits be in the form of a Joint and Survivor pension?	18
What optional forms of benefit payment may I have?	18
Will I receive an explanation and comparison of the various benefit options?	20
May I assign my pension benefits?	20
Will the retirement benefits provided under this Plan affect my Social Security benefits in any way?	20
What if I work in the jurisdiction of another I.B.E.W. local union that has a pension plan?	20
Can my retirement benefits be assigned or attached?	20
Can a divorce affect my benefits?	20
Can my benefits be reduced due to an overpayment?	20
Are benefit payments taxable?	21

PLAN DOCUMENT – PENSION PLAN PART A

ARTICLE 1	DEFINITIONS	22
Section 1	Employer	22
Section 2	Union	22
Section 3	Participant	22
Section 4	Trustees	22

PENSION PLAN PART A - TABLE OF CONTENTS

Section 5	Plan.....	22
Section 6	Pension Fund	22
Section 7	Effective Date	22
Section 8	Plan Year	22
Section 9	Covered Employment.....	22
Section 10	Non-Qualified Employment.....	22
Section 11	Normal Retirement Age	23
Section 12	Credited Service	23
Section 13	Past Credited Service.....	23
Section 14	Future Credited Service.....	23
Section 15	Retirement Benefit.....	23
Section 16	Amendments	23
Section 17	Actuarial Equivalent.....	23
Section 18	Qualified Joint and Survivor Annuity / Qualified Pre-Retirement Survivor Annuity	23
Section 19	Agreement	24
Section 20	Beneficiary	24
ARTICLE II	ADMINISTRATION / CLAIM REVIEW AND APPEAL PROCEDURE	24
ARTICLE III	CREDITED SERVICE	28
ARTICLE IV	DISABILITY RETIREMENT BENEFITS	32
Section 1	Eligibility.....	32
Section 2	Choice Between Early and Disability Retirement.....	32
Section 3	Amount of Disability Retirement	32
Section 4	Increases in Normal or Early Retirement Benefits	33
Section 5	Recovery from Disability.....	33
Section 6	Lump Sum Disability Benefit.....	34
ARTICLE V	ELIGIBILITY FOR RETIREMENT BENEFITS.....	35
ARTICLE VI	AMOUNT OF RETIREMENT BENEFIT	37
ARTICLE VII	FORMS OF EARLY AND NORMAL RETIREMENT	39
ARTICLE VIII	ROLLOVER AND DIRECT TRANSFER OF BENEFIT PAYMENTS	45
ARTICLE IX	PRO-RATA PENSION.....	47
Section 1	Purpose	47
Section 2	Related Plans	47
Section 3	Related Hours.....	47
Section 4	Related Credit.....	47
Section 5	Combined Credited Service.....	47

PENSION PLAN PART A - TABLE OF CONTENTS

Section 6	Non-Duplication	47
Section 7	Eligibility for Pro-Rate Pension	47
Section 8	Amount of the Pro-Rate Pension	47
Section 9	Payment.....	47
Section 10	Pro-Rata Effective Date	48
Section 11	Pro-Rata Termination Date.....	48
ARTICLE X	AMENDMENT AND TERMINATION	49
ARTICLE XI	MISCELLANEOUS PROVISIONS	50
ARTICLE XII	MINIMUM DISTRIBUTION REQUIREMENTS	53
Section 1	General Rules.....	53
Section 2	Time and Manner of Distribution	53
Section 3	Determination of Amount to be Distributed Each Year	54
Section 4	Requirements for Annuity Distributions That Commence During Participant's Lifetime	54
Section 5	Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.....	55
Section 6	Definitions	55
APPENDIX A	PAST AND FUTURE CREDITED SERVICE.....	57
APPENDIX B	INTEREST AND MORTALITY RATES	59
APPENDIX C	PENSION CALCULATION EXAMPLES.....	60

PENSION PLANS PART A AND PART B

SUMMARY PLAN DESCRIPTION

TO: All Participants and Beneficiaries:

This booklet summarizes the benefits offered by the I.B.E.W. Local 332 Pension Plans, Part A (the defined benefit plan) and Part B (the defined contribution plan). This booklet is no more than a brief and very general statement of the most important provisions of the Pension Plans. No general statement such as this can adequately provide all of the details of the Plans. Nothing in this booklet is meant to interpret, extend, or change in any way the provisions expressed in the Plans themselves. The rights of a participant or beneficiary can be determined only by consulting the actual text of the Pension Plan Documents.

This booklet is divided into various sections. The first section is the Summary Plan Description which provides certain information required by federal law. The next section summarizes the Pension Plan Part A benefits using Questions and Answers and Examples and is followed by the official Part A Plan Document. The second half of the booklet begins with a separate Table of Contents concerning Pension Plan Part B benefits. This is followed by Questions and Answers concerning Part B benefits and the official Part B Plan Document.

The Trustees have adopted a program which allows you to manage the investment of some or all of the current Part B contributions made on your behalf. You may enroll in or withdraw from this program twice each year, during the specified open enrollment periods.

Only the full Board of Trustees is authorized to interpret the Plans described in this booklet. The Board of Trustees has discretion to decide all questions about the Plans, including questions about your eligibility for benefits and the amount of any benefits payable to you. No individual trustee, employer, union representative or employee of the Plan Administrator has authority to interpret these Plans on behalf of the Board of Trustees, nor can such person act as an agent of the Board of Trustees. The Board of Trustees also has discretion to make any determinations concerning your claim for benefits.

The Board of Trustees has authorized the Plan Administrator's Office to respond in writing to your written or oral questions. If you have an important question about your benefits, you should write to the Plan Administrator's Office for a definitive answer. As a courtesy to you, the Plan Administrator's Office also may respond informally to oral questions. However, oral information and answers are not binding upon the Board of Trustees and cannot be relied upon in any dispute concerning your benefits.

Plan rules and benefits may change from time to time. If this occurs, you will receive a written notice explaining the change. You may also receive replacement pages for this booklet. Please be sure to read all plan communications and keep your booklet up to date by adding replacement pages as soon as you receive them. It is essential that the Plan maintain a current address for each participant so that we can send you important information. Please contact the Plan Administrator if you change your address.

We urge you to read this booklet carefully and to refer to it from time to time so that you will be informed of the benefits and the conditions under which they are available. You may want to share this booklet with your spouse or beneficiary because it contains important information about survivor benefits.

As Trustees, we hope you will share our enthusiasm for the Plans and the added security they provide for you and your family.

Sincerely,

The Board of Trustees

PENSION PLANS PART A AND PART B - SUMMARY PLAN DESCRIPTION

I.B.E.W. Local 332 Pension Trust

This booklet is the Summary Plan Description as required by the Employee Retirement Income Security Act of 1974 (ERISA) as amended and also includes a summary of your Plan rights and benefits of the Pension Plans. The booklet also generally explains how each of the Pension Plans works. If you have questions concerning any part of this booklet, please contact the Plan Administrator, United Administrative Services.

This summary is made by way of general explanation of certain terms of the Plans and other legal instruments and is not intended to modify or change them in any manner. In the event of any ambiguity between the wording of the Summary Plan Description and the Plan Document, the wording of the Plan Document will govern. The rights and duties of all persons connected with the Plans are set forth in those instruments, which may be inspected at the Office of the Plan Administrator.

A. Plan Name

These Plans are known as the I.B.E.W. Local Union No. 332 Pension Plans, Part A and Part B. The Trust Fund through which these Plans are provided is the I.B.E.W. Local Union No. 332 Pension Trust.

B. Plan Sponsor and Administrator

These Plans are sponsored and administered by a joint labor-management Board of Trustees, the name, address and telephone number of which is:

Mailing Address

Board of Trustees
of the I.B.E.W. Local 332
Pension Trust
P.O. Box 5057
San Jose, CA 95150-5057

Physical Address

Board of Trustees
of the I.B.E.W. Local 332
Pension Trust
1120 South Bascom Avenue
San Jose, CA 95128-3590

Telephone Number (408) 288-4400

C. Employer Identification Numbers and Plan Numbers

The employer identification number assigned to each Plan by the Internal Revenue Service and Plan Numbers are:

Part A - Defined Benefit Plan.....Plan #: 004 - EIN #: 94-2688032

Part B - Defined Contribution Plan.....Plan #: 005 - EIN #: 51-6105118

D. Type of Plan

Both Plans are pension plans that provide benefits upon retirement and other benefits incidental thereto. Part A is a defined benefit plan and Part B is a defined contribution plan.

E. Type of Administration

These Plans are administered by the joint labor-management Board of Trustees with the assistance of United Administrative Services, a contract administrative organization.

F. Name, Address and Telephone Number of Plan Administrator

Mailing Address

United Administrative Services
P.O. Box 5057
San Jose, CA 95150-5057

Physical Address

United Administrative Services
1120 South Bascom Avenue
San Jose, CA 95128-3590

Telephone Number (408) 288-4400

PENSION PLANS PART A AND PART B - SUMMARY PLAN DESCRIPTION

G. Agent for Service of Legal Process

The person designated as agent for the service of legal process is:

George M. Kraw
Kraw & Kraw
1754 Technology Drive
Suite #106
San Jose, CA 95110-1320

The service of legal process may also be made upon a member of the Board of Trustees or the Plan Administrator.

H. Board of Trustees

The names and addresses of the Board of Trustees are:

Employer Trustees

William T. Barrow
NECA – Santa Clara Valley Chapter
P. O. Box 28899
San Jose, CA 95159-8899

Patrick L. Mark
Mark Electric Co.
1027 Chestnut Street
San Jose, CA 95110-1507

Bill Pfeiffer
Pfeiffer Electric Co., Inc.
448 Queens Lane
San Jose, Ca 95112-4308

Tim Daniels
TDN Electric, Inc.
544 E Weddell Dr # 6
Sunnyvale, CA 94089

Labor Trustees

Richard Bratthauer
I.B.E.W. Local Union #332
2125 Canoas Garden Avenue, Ste.
100

San Jose, CA 95125-2171
Gerald E. Pfeiffer
I.B.E.W. Local Union #332
2125 Canoas Garden Avenue, Ste.
100

San Jose, CA 95125-2171
Craig Simmons
I.B.E.W. Local Union #332
2125 Canoas Garden Avenue, Ste.
100
San Jose, CA 95125-2171

Robert V. Tragni
I.B.E.W. Local Union #332
2125 Canoas Garden Avenue, Ste.
100
San Jose, CA 95125-2171

I. Description of Collective Bargaining Agreement

These Plans are maintained pursuant to the terms of a collective bargaining agreement between the National Electrical Contractors Association, Santa Clara Valley Chapter, and other electrical contractors and the International Brotherhood of Electrical Workers Local Union No. 332. The collective bargaining agreement provides that the employers who are parties thereto will make monthly contributions to the Plans for the purpose of providing benefits to the employees working under the collective bargaining agreement. The rate of contribution required by the collective bargaining agreement is renegotiated from time to time. Copies of the collective bargaining agreement can be obtained from I.B.E.W. Local 332. You may receive from the Plan Administrator upon written request, information regarding whether a particular employer is a Plan sponsor and, if so, the sponsor's address.

PENSION PLANS PART A AND PART B - SUMMARY PLAN DESCRIPTION

J. Participation, Eligibility and Benefits

Employees are entitled to participate in these Plans if they work under the collective bargaining agreement described in Item I. above. There is no age or years of service requirement for participation.

K. Source of Contributions

These Plans are funded through employer contributions, the amounts of which are specified in the collective bargaining agreement.

L. Entities Used for the Accumulation of Assets and Payment of Benefits

The employer contributions are received and held in trust by the joint labor-management Board of Trustees. Trust assets are invested in accordance with the Trust investment guidelines, by professional investment managers retained by the Board of Trustees. These funds are invested until they are needed to pay benefits or Trust administration expenses.

M. Plan Year

January 1 through December 31.

N. Statement of ERISA Rights

As a Participant in the I.B.E.W. Local No. 332 Pension Plans (Part A and Part B), you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine without charge, at the Plan Administrator's office and at other 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 all documents governing the operation of the Plans, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Pursuant to the Pension Protection Act, obtain, upon written request to the Plan Administrator, copies of certain other documents that have been in the Plan's possession for at least thirty days. Please contact the Plan Administrator for more information. The Plan 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 65 or, if later, your age on the 5th anniversary of the date you commenced participation in the Plan) 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

PENSION PLANS PART A AND PART B - SUMMARY PLAN DESCRIPTION

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 thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to One Hundred and Ten Dollars (\$110) a day until you receive the materials unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file a suit in state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the 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.

O. Termination

These pension Plans may be terminated at any time by the bargaining parties, by the Board of Trustees, or by operation of law. Upon the complete or partial termination of the Plans, the rights of all affected participants to the amounts credited to each participant's basic account shall be 100% vested and shall be distributed to the participants in accordance with rules adopted by the Board of Trustees, subject to the requirements of applicable law. Any money remaining after payment of all Plan expenses shall be used for the exclusive benefit of Plan participants.

P. Plan Termination Insurance

Your pension benefits under Part A, a multiemployer defined benefit 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 participants' years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

PENSION PLANS PART A AND PART B - SUMMARY PLAN DESCRIPTION

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 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 five (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., Washington, D.C. 20005-4026. You may also contact the PBGC at (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 insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

Your benefits under Pension Plan Part B are not insured by the PBGC because Part B is a defined contribution pension plan and the PBGC plan termination insurance program does not apply to defined contribution pension plans.

PENSION PLAN PART A (DEFINED BENEFIT PLAN)

QUESTIONS AND ANSWERS

This section answers frequently asked questions about Part A, the Defined Benefit Plan.

Type of Plan

This part of your Pension Plan is known as a defined benefit plan and is completely separate from Part B, the defined contribution plan.

When did the Plan start?

The original "effective date" of this Plan was January 1, 1972; January 1, 1974 is the earliest date that benefits became payable.

The Plan has been amended and restated a number of times. The current Plan Document includes all of the Plan amendments as of July 1, 2008.

Who is eligible to participate in the Plan?

Employees working under the collective bargaining agreement negotiated by the International Brotherhood of Electrical Workers Local 332 and the National Electrical Contractors Association, Santa Clara Valley Chapter, or under another collective bargaining agreement negotiated by I.B.E.W. Local 332 requiring contributions to the Plan. Sole proprietors, partners and corporate owner-officers are not eligible to participate in this Plan. The term "employee" also includes an officer, agent, representative or employee of the union. Effective September 20, 2006, an officer, agent, representative or employee of the union must be a union alumnus to be eligible to participate in the Plan. Union alumnus means a former journeymen or apprentice for whom contributions to the Pension Fund have been made in the past.

When should an application for a pension be filed?

If you believe you are eligible for a pension and wish to retire, you should write the Plan Administrator's Office (P.O. Box 5057, San Jose, CA 95150-5057) and an application with instructions will be sent to you. No benefit will be paid until the application has been approved by the Trustees. The Trustees may, however, authorize pension payments to an employee otherwise eligible to commence up to six (6) months preceding the date of receipt of the application for retirement, provided that the late filing of the retirement application is determined by the Trustees to be for good cause.

When and how do I apply for benefits?

It is recommended that you contact the Plan Administrator at least ninety (90) days prior to the date you wish to commence receiving benefits.

There are certain filing requirements which must be observed in order to protect your rights under the Plan. You can obtain retirement application forms from the Plan Administrator's Office. The requirements are as follows:

1. Application for Retirement Benefits – To receive retirement benefits on your effective retirement date, you will need to obtain the required application forms from the Plan Administrator's Office. Along with the application, proof of age must be submitted to the Administrative Office. A birth certificate or baptismal certificate will satisfy the requirements for proof of age. If you are married or divorced, you may be required to provide documents concerning your marital status, such as a copy of your marriage certificate or the court order dissolving your marriage.

PENSION PLAN PART A - QUESTIONS AND ANSWERS

2. Application for Spouse's Survivor Benefit – In order to receive the spouse's survivor benefit, it will be necessary for the surviving spouse to complete an application. The Plan Administrator's Office can provide you with these forms.
3. Death Benefits – To receive these benefits under the Plan, it is necessary that the beneficiary notify the Plan Administrator's Office of the employee's death and provide them with a certified copy of the death certificate.
4. Service Credit for Special Considerations – In the event of a disability for a prolonged length of time or service in the armed forces, you should inform the Plan Administrator's Office. The Plan Administrator's Office will send to you the necessary forms so that formal action can be taken for an excused leave of absence, thereby avoiding any break-in-service.

What are my claims and appeal rights when I apply for pension benefits?

1. No employee, beneficiary, or any other person shall have any right or claim to benefits under this Trust except as specified in the rules of the Trust and Pension Plan. If you have a dispute with the Trust or the Board of Trustees as to eligibility or the amount or duration of benefits, the dispute shall be resolved by the Board of Trustees, and their decision shall be final and binding on all parties.
2. The Plan Administrator will notify you of a decision regarding your benefit claim as soon as reasonably possible, but no later than 90 days after the Plan received your claim. That time period may be extended for up to 90 days, but only if special circumstances warrant. If the Plan needs a 90-day extension, it will notify you within 90 days of receiving the claim, of the following:
 - (a) The reason for the delay
 - (b) The expected date of decision
 - (c) The basis on which the decision will be made
 - (d) Any unresolved issues preventing a decision now and
 - (e) Any additional information the Plan needs to make the decision.

The Plan's response period will be extended by any additional time it takes for you to provide the requested information.

3. When your application is wholly or partially denied, you will receive a denial notice which will advise you of the following:
 - (a) The reason for the denial
 - (b) The specific provision of the Trust Agreement or Pension Plan on which the decision is based
 - (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary
 - (d) Your right to review and receive copies of documents free of charge
 - (e) A description of your appeal rights, including a statement of your right to bring an action under 502 (a) of ERISA once the appeal process is exhausted
 - (f) Any additional information the Plan needs to make the decision

PENSION PLAN PART A - QUESTIONS AND ANSWERS

4. Thereafter, you may file an appeal in writing. Your appeal must be filed with the Plan Administrator not more than sixty (60) days after you have received written notice of the denial of your application. Failure to file an appeal within sixty (60) days will be considered a complete waiver of your right to appeal, and the initial decision of the Trustees will be final and binding.
5. The appeal shall be in writing and state in clear and concise terms the reason or reasons why you feel that the decision of the Trustees was in error. You will be allowed to submit written comments, documents, records, and other information relating to your claim for benefits. Such information will be considered by the Board of Trustees even if it was not considered in the initial benefit determination. You may examine, upon request and free of charge, any pertinent and relevant documents in possession of the Trustees.
6. After receipt of a timely filed appeal, and upon your written request, the Board of Trustees or a committee of Trustees may grant a hearing to be held within a reasonable time, to permit you to personally appear in support of your appeal. Your appeal will be heard no later than the regularly scheduled meeting of the Board of Trustees that immediately follows the receipt of your appeal, unless your appeal is received within 30 days preceding the date of such meeting. In such a case, a determination will be made no later than the second meeting following the receipt of your appeal. If special circumstances exist and require a further extension of time for processing, the appeal will be determined no later than the third board meeting following the receipt of the appeal. You will receive a written notice of the extension describing the special circumstances and the date by which a decision is expected.
7. The plan administrator shall notify you of the Board's decision as soon as possible, but not later than 5 days after the decision is made.
8. The determination of your appeal shall be in writing and shall advise you of the following:
 - (a) Specific reasons for the decision
 - (b) The specific provisions of the Trust or Pension Plan on which the decision is based
 - (c) Your right to review and receive copies of all relevant documents, records and information free of charge
 - (d) And your right to bring a civil action under ERISA.
9. The decision of the Board of Trustees or its committee shall be final and binding upon the applicant and all persons claiming through the applicant. The Board of Trustees has full discretionary authority to interpret all Plan documents and make all factual determinations concerning any claims or right asserted under or against the Pension Plan or Trust. Determinations by the Board of Trustees shall be subject to judicial review only for abuse of discretion.
10. This claim and appeal procedure shall apply to and shall include any and every claim or right asserted under or against the Pension Plan, regardless of when the act or omission upon which the claim is based occurred.
11. No legal action may be commenced or maintained against the Trust or Plan more than two years after a claim is denied.

What are my appeal rights when I apply for disability benefits?

1. No employee, beneficiary or any other person shall have any right or claim to benefits under this Trust except as specified in the rules of the Trust and Pension Plan. If you have a dispute with the Trust or the Board of Trustees as to eligibility or the amount or duration of benefits, the dispute shall be resolved by the Board of Trustees, and their decision shall be final and binding on all parties.

PENSION PLAN PART A - QUESTIONS AND ANSWERS

2. The Plan Administrator will notify you of the decision regarding your disability claim as soon as reasonably possible, but no later than 45 days after the Plan received your claim. That time period may be extended for up to two additional 30-day periods, but only due to matters beyond the Plan's control. If the Plan needs a 30-day extension, it will notify you within 45 days of receiving the claim, of the following:

- (a) The reason for the delay
- (b) The expected date of decision
- (c) The basis on which the decision will be made
- (d) Any unresolved issues preventing a decision now
- (e) Any additional information the Plan needs to make the decision.

You will then have up to 45 days to provide the specified information. The Plan's response period will be extended by any additional time it takes for you to provide the requested information.

3. If your claim for disability is wholly or partially denied, you will receive a denial notice. The notice shall contain the following information:
- (a) The reason for the denial
 - (b) The specific provision of the Trust Agreement or Pension Plan upon which the decision was based
 - (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary
 - (d) A description of your appeal rights, including a statement of your right to bring an action under 502 (a) of ERISA once the appeal process is exhausted
 - (e) Your right to review and receive copies of all relevant documents, records and information free of charge
 - (f) If an internal rule, guideline, protocol or other similar criterion was relied upon in making the decision, either a copy of any such internal rule, guideline protocol or other similar criterion or a statement that such guideline protocol or other similar criterion will be provided free of charge
 - (g) An explanation of any scientific or clinical judgment the decision was based on a medical determination
 - (h) Any additional information the Plan needs to make the decision.
4. Thereafter, you may file an appeal in writing. Your appeal must be filed with the Plan Administrator not more than one hundred and eighty (180) days after you have received written notice of the denial of your application. Failure to file an appeal within one hundred and eighty (180) days will be a complete waiver of your right to appeal, and the initial decision of the Trustees will be final and binding.
5. The appeal shall be in writing and shall state in clear and concise terms the reason or reasons why you feel that the decision of the Trustees was in error. You will be allowed to submit written comments, documents, records, and other information relating to your claim for benefits. Such information will be considered by the Board of Trustees even if it was not considered in the initial benefit determination. The Board will not afford deference to the initial adverse benefit determination. You may examine, upon request and free of charge, any pertinent and relevant documents in possession of the Trustees.

PENSION PLAN PART A - QUESTIONS AND ANSWERS

6. After receipt of a timely filed appeal, and upon your written request, the Board of Trustees or a committee of Trustees may grant a hearing to be held within a reasonable time, to permit you to personally appear in support of your appeal. Your appeal will be heard no later than regularly scheduled meeting of the Board of Trustees that immediately follows the receipt of your appeal, unless your appeal is received within 30 days preceding the date of such meeting. In such a case, a determination will be made no later than the second meeting following the receipt of your appeal. If special circumstances exist and require a further extension of time for processing, the appeal will be determined no later than the third board meeting following the receipt of the appeal. You will receive a written notice of the extension describing the special circumstances and the date by which a decision is expected.
7. The plan administrator shall notify you of the Board's decision as soon as possible, but not later than 5 days after the decision is made. The determination of your appeal shall be in writing and shall advise you of the following:
 - (a) Specific reasons for the decision
 - (b) The specific provisions of the Trust or Pension Plan on which the decision is based
 - (c) Your right to review and receive copies of all relevant documents, records and information free of charge
 - (d) Your right to bring a civil action under ERISA.
 - (e) The specific rule, guideline, protocol or other similar criterion, if any, relied upon in making the decision and an explanation of the scientific or clinical judgment for the decision if the decision was based on a medical determination. If the appeal is based in whole or in part on a medical judgment, then the Plan Administrator shall consult with a health care professional who has the appropriate training and experience applicable to the situation at hand and who was not involved in the initial determination of your claim.
8. The decision of the Board of Trustees or its committee shall be final and binding upon the applicant and all persons claiming through the applicant. The Board of Trustees has full discretionary authority to interpret all Plan documents and to make all factual determinations concerning any claims or right asserted under or against the Pension Plan or Trust. Determinations by the Board of Trustees shall be subject to judicial review only for abuse of discretion.
9. This claim and appeal procedure shall apply to and shall include any and every claim or right asserted under or against the Pension Plan, regardless of when the act or omission upon which the claim is based occurred.
10. No legal action may be commenced or maintained against the Trust or Plan more than two years after a claim is denied.

PENSION PLAN PART A - QUESTIONS AND ANSWERS

PLAN BENEFITS

What are the past service benefits?

"Past Credited Service" means credit earned during the 10-year period of employment preceding January 1, 1972. Benefits will be credited on the following basis:

Past Credited Service

For Work Performed Prior to January 1, 1972

<u>Hours Worked In Calendar Year</u>	<u>Yearly Credit</u>	<u>Retirements Prior to 1/1/85 Monthly Pension Credit</u>	<u>Retirements After 1/1/85 Monthly Pension Credit</u>
Less than 300	0.0	.00	.00
300 but less than 370	0.1	.64	1.00
370 but less than 440	0.2	1.28	2.00
440 but less than 510	0.3	1.92	3.00
510 but less than 590	0.4	2.56	4.00
590 but less than 670	0.5	3.20	5.00
670 but less than 750	0.6	3.84	6.00
750 but less than 830	0.7	4.48	7.00
830 but less than 910	0.8	5.12	8.00
910 but less than 1,000	0.9	5.76	9.00
1,000 and over	1.0	6.40	10.00

What are the requirements for past service credits?

An individual shall be eligible for past service credit if employed for three hundred (300) hours or more during one (1) of the two (2) years immediately prior to January 1, 1972 by an employer falling within the requirements which would have caused contributions to the Plan.

Are there any exceptions to the requirements?

Yes.

- If an individual was totally disabled, eligible for and drawing Social Security Disability Benefits for the two (2) years prior to January 1, 1972, such individual shall be eligible for past service credit.
- If an individual was employed for three hundred (300) hours or more during one (1) of the two (2) years immediately prior to January 1, 1972 as an apprentice such individual shall be eligible for up to two (2) years of past service credit if the hours worked immediately precede the participant's first covered hour of employment with the same or different employer.
- An individual who was in the Armed Forces of the United States for the two (2) years prior to January 1, 1972 shall also be eligible for past service credit.
- An individual who is 55 years or older as of January 1, 1974 and has completed ten (10) years of past service credit.

What is Credited Future Service and what are the benefits?

Future service credits are based on the hours worked under the collective bargaining agreement providing for employer contributions after April 25, 1972, at which time employer contributions commenced. Yearly service credits will depend on the amount of hours worked with a full year credit given for 1,000 or more hours and graded down according to the following schedules. Due to the short first year, April 25 to December 31, 1972, a separate schedule for that year only is also provided. (See Appendix A)

Future service benefits earned depend upon the amount of credited employer contributions. For retirements on or after January 1, 1985, the monthly pension benefit is determined by multiplying 3% times the credited employer contribution for each year. Retirements between January 1, 1977 thru

PENSION PLAN PART A - QUESTIONS AND ANSWERS

December 31, 1984 have a 2% computation and a 1.6% computation for retirements prior to January 1, 1977.

Effective for retirements on or after January 1, 1989, the future service benefit is calculated as follows:

(1) Credited employer contributions for future service within your first 20 years of credited service are multiplied times 3%. (2) Credited employer contributions for the next 5 years of future service are multiplied times 3.25%. (3) Credited employer contributions for all subsequent years of future service are multiplied times 3.5%.

For all hours worked on or after June 1, 1997, the "credit rate" for employer contributions shall be \$3.00 per hour worked, regardless of the actual contribution. The credit rate for any plan year may be increased by vote of the Board of Trustees.

The Board voted to increase the credit rate to \$3.30 for hours worked between June 1, 1997 and December 31, 2000.

The credit rate for hours worked between January 1, 2001 and December 31, 2004 is \$3.00.

The Board voted to increase the credit rate to \$3.10 for hours worked between January 1, 2005 and December 31, 2005.

The Board voted to increase the credit rate to \$3.35 for hours worked between January 1, 2006 and December 31, 2007

The Board voted to increase the credit rate to \$3.55 for all hours worked between January 1, 2008 and December 31, 2008.

Future Credited Service For Vesting

For All Work Performed After January 1, 1973

<u>Hours Worked in Calendar Year for which Payment is made to the Fund</u>	<u>Credit</u>
Less than 300	0.0
300 but less than 370	0.1
370 but less than 440	0.2
440 but less than 510	0.3
510 but less than 590	0.4
590 but less than 670	0.5
670 but less than 750	0.5
750 but less than 830	0.7
830 but less than 910	0.8
910 but less than 1,000	0.9
1,000 and over	1.0

Is there a minimum number of hours I must work in a year to receive credit?

Yes. If you fail to work 300 hours or more, you will receive no credit for that year.

Can I lose my credited or benefit service?

Yes. If you are not vested and you fail to accrue a minimum of 300 hours of covered employment in a Plan Year, such will be considered a break-in-service year. If you have at least five consecutive break-in-service years and if the number of break years exceeds your accumulated years of credited service, all the years of credited service shall be forfeited. Years of credited service shall be determined by combining full credits and partial credits earned pursuant to the schedule above. As an example, 590 hours worked per year for two years would total one year of credited service.

PENSION PLAN PART A - QUESTIONS AND ANSWERS

Are there any exceptions to the break-in-service rule?

Yes. If you incur a break-in-service because you are unable to perform each and every duty pertaining to your occupation for a period of at least six (6) months, the benefits you earned before the onset of a disability will be protected from forfeiture, unless you recover from your disability and fail to return to covered employment within one (1) year after the date of recovery. Your benefits also are protected from forfeiture while you are on active duty in the U.S. military, unless you fail to return to covered employment within the time limit prescribed by federal law to qualify for such protection. Limited protection against a break-in-service is also available if you miss work in connection with the birth or adoption of a child.

When am I eligible for a normal retirement benefit?

You are eligible when you meet the following requirements:

1. Upon reaching the normal retirement age of 65 but not before accumulating at least 1,000 hours of credited service in each of five (5) Plan Years without an intervening break-in-service and at least one (1) hour of credited service on or after December 31, 2000, or
2. Upon remaining a Participant for a period of at least five consecutive years which ends on or after your 65th birthday, but ignoring years when participation was retained based upon an excused absence due to disability or military service; and
3. You have ceased working in the electrical industry as defined in Article III, Section 5, of the Plan Document.

How much is the normal retirement benefit?

The monthly normal retirement benefit is an amount equal to the total of:

1. All years of credited past service monthly benefit, plus
2. All years of credited future service monthly benefit.

PENSION PLAN PART A - QUESTIONS AND ANSWERS

When am I eligible for an early retirement benefit?

You are eligible when you have met the following requirements:

1. You are age 55 or older;
2. You have at least ten (10) years of credited service of which at least two (2) years is future credited service; and
3. You have ceased working in the electrical industry as defined in Article III, Section 5, of the Plan Document.

Any employee who works in Non-Qualified Employment will not be entitled to early retirement benefits attributable to covered hours worked after October 1, 1987. Exception: An employee who worked in Non-Qualified Employment will be eligible for early retirement if he otherwise meets the requirements under the Plan and all of the following criteria are met:

- (a) The employee is at least 62 years old;
- (b) The employee has been a Participant in this Plan for at least 15 years; and
- (c) As of the date of the employee's retirement, it has been at least 15 years since the employee last worked in Non-Qualified Employment.

Will I get the same amount of benefit if I retire before age 65?

No. If you retire before age 65, your monthly benefit will be reduced to allow for the fact that payments are starting earlier than usual and you will receive more of them. For all benefits earned before January 1, 1993, the reduction is 1/4 of 1% for each month prior to age 65 (3% per year). Effective January 1, 1993, the 3% reduction applies only if you retire with at least 30 years of credited service. If you retire with less than 30 years of credited service, benefits earned on or after January 1, 1993 will be reduced by 1/2 of 1% for each month your retirement date precedes age 65 (6% per year).

If you retire on or after January 1, 2004, have at least 22 years of vesting credit, and retire from the trade as defined below, you are eligible for the 22 year early retirement from the trade, which is calculated as follows: for all benefits earned, the reduction is 1/4 of 1% for each month the early retirement date precedes age 58 (3% per year).

Retirement from the trade means that in the 48 months prior to retirement you accrued at least 3,500 hours of vesting credit. The 48-month period does not include (1) months that you were receiving State Disability Insurance or workers compensation benefits; (2) up to 12 months that you were on the Out of Work List and actively seeking employment; or (3) up to 24 months that you received Social Security Disability benefits.

Are there any exceptions to the normal and early retirement requirements?

Unless he falls within the exception below, an employee who worked in Non-Qualified Employment does not qualify for any early retirement benefits or for certain benefit options at normal retirement age to the extent that his benefits are attributable to covered hours worked after October 1, 1987.

Exception: An employee who worked in Non-Qualified Employment will be eligible for early retirement and for all normal retirement benefit options if he otherwise meets the requirements under the Plan and all of the following criteria are met:

- (a) The employee is at least 62 years old;
- (b) The employee has been a Participant in this Plan for at least 15 years; and
- (c) As of the date of the employee's retirement, it has been at least 15 years since the employee last worked in Non-Qualified Employment.

PENSION PLAN PART A - QUESTIONS AND ANSWERS

What if I become disabled before I retire?

After May 1, 1979, if you become disabled and unable to perform all of the duties in your occupation, you will be eligible, upon approval of your application, for a disability pension benefit.

Are there any requirements for a disability pension?

Yes. They are as follows:

1. You must have at least five (5) years of future credited services.
2. You must be disabled, unable to perform all of your regular duties in the electrical industry for six (6) months and an active participant in the I.B.E.W. Local 332 Health and Welfare Plan when the disability commenced. Your disability benefit under the pension plan will commence on the 27th week of disability. The first 26 weeks of benefits are paid under the I.B.E.W. Local 332 Health and Welfare Plan. You will not qualify for disability benefits under either the Pension Plan or the I.B.E.W. Local 332 Health and Welfare Plan if you have signed a reciprocity election form directing that your health and welfare contributions be sent to a different I.B.E.W. health and welfare plan.
3. You must submit a timely application for these benefits to the Plan Administrator's Office. Benefits may be denied if your application is received more than 12 months after the onset of a disability.
4. After the first 18 months of disability, you must also qualify for a Social Security disability award in order to continue to receive disability benefits from the Plan.
5. No disability pension benefit will be paid attributable to covered hours worked after October 1, 1987 if you have worked in Non-Qualified Employment. Exception: Even if you have worked in Non-Qualified Employment, you will still be eligible for a disability pension benefit if you otherwise meet the requirements under the Plan and all of the following criteria are met:
 - (a) You are at least 62 years old;
 - (b) You have been a Participant in this Plan for at least 15 years; and
 - (c) It has been at least 15 years since you last worked in Non-Qualified Employment.
6. If you do not meet the above qualifications, you are eligible for a lump sum disability benefit equal to the employer contributions paid to the Plan on your behalf, if you (1) have at least 9.5 years of credited service, (2) are certified totally and permanently disabled by Social Security within two years after the most recent Plan year in which you worked at least 300 hours (not counting reciprocal hours), and (3) will not be eligible for an early or normal retirement benefit for at least 24 months. If you are married, payment of this benefit requires the written, notarized consent of your spouse. If you later qualify for early, normal or disability retirement benefits, such benefits will be reduced by the amount of any lump sum disability benefit you have received.

How are the disability payments computed?

Effective January 1, 1991, disability payments will be computed by taking your monthly average of hours on the highest three out of the last five years immediately preceding the date of disability multiplied by \$7.00. This amount shall not exceed \$1,000 per month and shall continue until you reach age 65.

Example: Average Monthly Hours.....	110
Times \$7.00.....	x7
Monthly Disability Payment.....	\$770

Will the disability pension continue after age 65?

No. Upon attainment of age 65 you will then receive your credited normal retirement benefit.

PENSION PLAN PART A - QUESTIONS AND ANSWERS

Will there be any benefit accrual in this Plan during the time I am drawing disability retirement benefits?

Yes. You will continue to accrue additional benefits based on the average monthly hours worked prior to your disability. When you reach age 65, you will then receive your credited normal retirement benefit which will be total contributions paid by employers and additional credits given to you during your disability period multiplied by the future service crediting rate of 2.5 percent. In the event that your disability ceases prior to your reaching the age of 65 and you elect to take an early or normal retirement thereafter, the additional benefits accrued during your period of disability will be utilized in calculating your retirement benefit.

Will I be eligible for a Joint and Survivor Annuity if I am receiving a disability retirement?

Yes. The benefit will be computed on the same basis as if you had selected an early retirement with a Joint and Survivor benefit.

In addition, you and your spouse will be given the option of selecting or rejecting the 50% Joint and Survivor Benefit prior to the commencement of normal retirement benefits at age 65.

What happens if I recover and return to work?

Disability pension payments will cease upon your return to active service and will again commence at the same amount if the active service is terminated prior to three (3) consecutive months. Should your return to active service continue more than three (3) consecutive months, then you must reapply for a disability pension. If your reapplication is within one year and approved, the resulting pension benefit will be computed on the same basis as the original application. If your reapplication is after one year, the resulting pension benefit will be computed by using the highest 3 years' average hours of the last 5 years just prior to reapplication.

What does vesting mean?

To be vested means you cannot lose your accumulated years of service and benefit credits even though you are no longer in the trade. Once you are vested, the pension benefits earned are non-forfeitable.

What are the vesting requirements?

You may become vested in three ways:

1. Ten-Year Vesting. Under this rule, you become vested when you have earned at least ten (10) years of credited service without a permanent break-in-service. Yearly vesting credit is credited on the following schedule for both past and future service:

<u>Hours Worked in a Calendar Year</u>	<u>Credit</u>
Less than 300	0.0
300 but less than 370	0.1
370 but less than 440	0.2
440 but less than 510	0.3
510 but less than 590	0.4
590 but less than 670	0.5
<u>Hours Worked in a Calendar Year</u>	<u>Credit</u>
670 but less than 750	0.6
750 but less than 830	0.7
830 but less than 910	0.8
910 but less than 1,000	0.9
1,000 and over	1.0

PENSION PLAN PART A - QUESTIONS AND ANSWERS

2. **Five-Year Vesting.** This rule applies only if you work at least one hour in covered employment on or after January 1, 1998. Under this rule, you become vested when you have earned at least 1,000 hours of credited service in each of five (5) calendar years without a permanent break-in-service. Years in which you earn fewer than 1,000 hours do not count toward five-year vesting.
3. **Normal Retirement Age.** Your benefits become vested if you attain normal retirement age without a permanent break-in-service, even if you do not qualify under the ten-year or five-year rule. For purposes of this paragraph, normal retirement age means the later of age 65 or the fifth (5th) anniversary of your participation in the Plan.

Suppose I retire and start receiving monthly retirement benefits but then return to work in the electrical industry. Will I continue to receive my pension while working?

No. Your retirement benefits will be discontinued until you stop working in the electrical industry and you re-apply for pension benefits. Upon your return to retirement, you will be entitled to any additional credited service monthly benefit earned while working. **You may exercise Early Retirement only once.**

If I am married, will my retirement benefits be in the form of a Joint and Survivor pension?

Yes. This Plan automatically provides a 50% Joint and Survivor benefit to you if you are married at the time you retire, unless you and your spouse elect to reject such benefit in writing. If you choose not to elect this benefit your application must include your spouse's written and notarized consent to this decision unless you elect the Qualified Optional 75% Survivor Annuity with your spouse as beneficiary. Once this decision has been made and retirement benefits are being paid, the selection cannot be changed.

What optional forms of benefit payment may I have?

Married retirees who have worked in Non-Qualified Employment may reject the 50% Joint and Survivor benefit. Those who do so may choose between the Qualified Optional 75% Survivor Annuity (effective January 1, 2008) and the single life annuity. Exception: Retirees who have worked in Non-Qualified Employment will still be eligible for all available benefit options if they otherwise meet the requirements under the Plan and all of the following criteria are met: (a) the retiree is at least 62 years old; (b) the retiree has been a Participant in this Plan for at least 15 years; and (c) as of the date of retirement, it has been at least 15 years since the retiree last worked in Non-Qualified Employment.

Married retirees who have not worked in Non-Qualified Employment and those who qualify for the exception above may select one of the following optional forms of retirement benefit:

1. LIFE ANNUITY-36 GUARANTEED PAYMENTS

Monthly payments will be paid for your lifetime. However, if you should die prior to receiving 36 monthly payments, payments will be continued to your designated beneficiary until 36 monthly payments have been made.

2. LIFE ANNUITY - 120 GUARANTEED PAYMENTS

Monthly payments will be paid for your lifetime. However, if you should die prior to receiving 120 monthly payments, payments will be continued to your designated beneficiary until 120 payments have been made.

3. LIFE ANNUITY- 180 GUARANTEED PAYMENTS

Monthly payments will be paid for your lifetime. However, if you should die prior to receiving 180 monthly payments, payments will be continued to your designated beneficiary until 180 payments have been made.

PENSION PLAN PART A - QUESTIONS AND ANSWERS

4. LIFE ANNUITY 240 GUARANTEED PAYMENTS

Monthly payments will be paid for your lifetime. However, if you should die prior to receiving 240 monthly payments, payments will be continued to your designated beneficiary until 240 payments have been made.

5. 50% JOINT & SURVIVOR ANNUITY

Monthly payments will be made to you during your lifetime, and, upon your death 50% of your monthly benefit will be continued to your spouse for his/her lifetime.

PLEASE NOTE: If married for at least twelve (12) months prior to retirement, this would be the normal form of benefit unless you and your spouse elect, in writing, to waive this benefit in favor of another.

6. QUALIFIED OPTIONAL 75% SURVIVOR ANNUITY OPTION

Monthly payments will be made to you during your lifetime, and, upon your death 75% of your monthly benefit will be continued to your spouse during his/her lifetime. The 75% Optional Survivor Annuity is available to a Participant and non-spouse beneficiary if the non-spouse beneficiary is no more than 19 years younger than the Participant. If certain special criteria are met, the 75% Optional Survivor Annuity may also be available to a Participant and a non-spouse beneficiary who is more than 19 years younger than the Participant. Please call the Administration Office for more information.

7. 100% JOINT AND SURVIVOR OPTION

Monthly payments will be made to you during your lifetime, and upon your death, the same monthly benefit will be continued to your spouse during his/her lifetime. The 100% Joint And Survivor Option is available to a Participant and non-spouse beneficiary if the non-spouse beneficiary is no more than 10 years younger than the Participant. If certain special criteria are met, the 100% Joint and Survivor Annuity may also be available to a Participant and a non-spouse beneficiary who is more than 10 years younger than the Participant. Please call the Administration Office for more information.

8. POPUP BENEFIT FOR JOINT AND SURVIVING SPOUSE

The popup benefit restores the normal retirement benefit for a retiree who elected a reduced joint and survivor benefit and whose spouse dies first. The benefit increase is effective the first month following the spouse's death or January 1, 1994, whichever is later.

If you have worked in Non-Qualified Employment, you may elect the Three (3) Year Certain and Life Thereafter, Ten (10) Year Certain and Life Thereafter, and Joint and Survivor Option With 100% to Surviving Spouse only for benefits attributable to covered hours worked prior to October 1, 1987. Benefits based on covered hours accumulated thereafter by you may be received only in the form of 50% Joint and Survivor, Qualified Optional 75% Survivor Annuity, or a Single Life Annuity. Exception: Even if you have worked in Non-Qualified Employment, you will still be allowed to choose from all available benefit options if you otherwise meet the requirements under the Plan and all of the following criteria are met:

- (a) You are at least 62 years old;
- (b) You have been a Participant in this Plan for at least 15 years; and
- (c) It has been at least 15 years since you last worked in Non-Qualified Employment.

PENSION PLAN PART A - QUESTIONS AND ANSWERS

Will I receive an explanation and comparison of the various retirement benefit options?

Yes. Upon submitting an application for retirement, a written explanation of all the optional forms of retirement benefits shall be given to you by the Plan Administrator prior to your election of any optional form of retirement benefit.

May I assign my pension benefits?

No. Pension benefits are designed to help you with your living expenses during your retirement, not to satisfy your creditors or those who want to take advantage of you.

Will the retirement benefits provided under this Plan affect my Social Security benefits in any way?

No. The benefits provided under this Plan are in addition to Social Security benefits.

What happens if I work in the jurisdiction of another I.B.E.W. local union that has a pension plan?

The Board of Trustees have entered into reciprocity agreements with Trustees of other I.B.E.W. pension plans to protect the pension of Participants of the Plan by preventing a break-in-service. Effective October 30, 1986, this Plan became signatory to the Electrical Industry Pension Reciprocal Agreement which requires contributions to be transferred to the employee's Home Plan when requested by the employee. Therefore, reciprocal credits would not be in effect for work performed after December 31, 1993.

After March 1, 1989, if you have accumulated at least nine (9) years of future credited service under this Plan, you may receive up to one (1) year additional vested credit under this Plan for service performed for the International Brotherhood of Electrical Workers.

Can my retirement benefits be assigned or attached?

Generally, no. Benefits cannot be assigned, nor can they be subject to garnishment, attachment or other legal process of creditors except as permitted by law. Exceptions include:

- A. Withholding or payment of income tax, including IRS levies.
- B. Payment of child support, alimony, or marital property rights under a qualified domestic relations order.

Can a divorce affect my benefits?

Yes. A federal law effective January 1, 1985 requires the Plan to implement a valid order of a state domestic relations court, called a Qualified Domestic Relations Order (QDRO), which assigns a part of your accrued benefit to your former spouse or dependent children. Your benefit will be reduced. You will be notified if the Plan receives a domestic relations order affecting your benefits.

You or your beneficiary may obtain a copy of the Plan's QDRO procedures, without charge, from the Plan Administrator.

You should review your death beneficiary designation on file with the Plan Administrator in case of a divorce. The Plan provides that a divorce or annulment of a marriage automatically revokes a prior designation of your spouse as a named beneficiary. A valid QDRO or post-divorce beneficiary designation by you can provide that your benefits be reduced to provide for your former spouse or children.

Can my benefits be reduced due to an overpayment?

Yes. If you, your beneficiary, or your alternate payee receives an erroneous payment or overpayment from the Plan, the erroneous payments or overpayments may be collected in accordance with applicable Internal Revenue Service guidelines. The permissible methods of collection include reducing future benefit payments.

PENSION PLAN PART A - QUESTIONS AND ANSWERS

Are benefit payments taxable?

Yes. All benefit payments are taxable for purposes of federal and state income tax. Before benefit payments start, you will receive an explanation regarding withholding of income tax from your benefit payments.

A participant, surviving spouse, or non-spouse beneficiary entitled to receive a lump sum distribution may elect to have the distribution made in the form of a direct rollover to an Individual Retirement Account ("IRA") or Annuity or tax-qualified trust which permits the receipt of rollovers. Such rollover will avoid the mandatory 20% withholding for federal income tax for participants and spouses. This 20% withholding and rollover rights do not apply to monthly annuity payments made to any recipient. A non-spouse beneficiary (such as the participant's parent or child) may directly rollover lump sum distributions into a special form of IRA, known as an inherited IRA, and must complete the rollover within certain deadlines. Please contact the Administration Office for more information.

I.B.E.W. LOCAL NO. 332 PENSION PLAN (PART A)
(Official Text as Amended and Restated Effective July 1, 2008)

PLAN DOCUMENT

ARTICLE I

DEFINITIONS

Section 1. "Employer" means any employer who is a party to a collective bargaining agreement with Local 332 of the International Brotherhood of Electrical Workers, AFL-CIO, as defined in the Trust Agreement.

Section 2. "Union" means Local 332 of the International Brotherhood of Electrical Workers, AFL-CIO, as defined in the Trust Agreement.

Section 3. "Participant" means any employee in the employ of an employer who is covered under a collective bargaining agreement between the employer and the union, and on whose behalf the employer is required to make contributions to the Pension Fund. An active Participant is any Participant who has not suffered a break-in-service. The term "employee" also includes an officer, agent, representative or employee of the union. Effective September 20, 2006, an officer, agent, representative or employee of the union must be a union alumnus to be eligible to participate in the Plan. Union alumnus means a former journeymen or apprentice for whom contributions to the Pension Fund have been made in the past.

Section 4. "Trustees" means the joint board of trustees of the International Brotherhood of Electrical Workers Local 332 Pension Trust established by agreement and declaration of trust dated December 18, 1972, and as from time to time thereafter amended.

Section 5. "Plan" means the International Brotherhood of Electrical Workers Local 332 Pension Plan Part A as described herein and as from time to time hereafter amended.

Section 6. "Pension Fund" means that trust corpus created by and defined in the agreement and declaration of trust, and administered by the joint trustees of International Brotherhood of Electrical Workers Local 332 Pension Fund.

Section 7. "Effective Date" generally means January 1, 1972. Certain provisions of the Plan have different effective dates as specified herein or as otherwise required by law.

Section 8. "Plan Year" means the calendar year commencing January 1, 1972, and each calendar year thereafter. The Plan Year shall be the twelve (12) month period used to determine credited service for vesting purposes and benefit accrual purposes as further described in Appendix A to this Plan.

Section 9. "Covered Employment" for all purposes herein means employment on or after the effective date of this Plan, on account of which employment the employer makes or is required to make the employer contribution into the Pension Fund or for which the Participant is paid or entitled to payment including sick leave, vacation, paid layoff, paid disability, and similar paid periods of non-working hours, as well as any hours of back pay awarded to the Participant irrespective of mitigation of damages, agreed to be paid to the Participant by the employer. For purposes of this paragraph, effective January 1, 1988, the term "employment" shall include hours of future service which would have been worked but for the performance of duties as a trustee of an employee benefit plan maintained pursuant to the collective bargaining agreement. Hours shall not be credited for both (1) performance of duties for the employer and (2) either non-performance of duties or an award of back pay agreed to by the employer. Hours for non-performance of duties shall be credited in accordance with D.O.L. Regulation Section 2530.200b-2(b). Hours shall be credited to the applicable computation period in accordance with D.O.L. Regulation Section 2530.200b-2(c).

Section 10. "Non-Qualified Employment" means employment on or after October 1, 1987 in the electrical trade or craft for an employer who does not contribute to the Plan or to any other International Brotherhood of Electrical Workers pension plan with which this Pension Fund maintains

PENSION PLAN PART A – PLAN DOCUMENT

a reciprocity agreement. Non-Qualified employment does not include employment that occurred before the employee first became a Participant in the Plan.

Section 11. "Normal Retirement Age" means the later of:

- A. The time a Plan Participant attains age sixty-five (65), or
- B. the fifth (5th) anniversary of the date a Participant begins participation in the Plan.

Section 12. "Credited Service" means the sum of past credited service and future credited service pursuant to Article III of this Plan. However, continuous service with an employer, as the term employer is defined in Article I, Section 1 herein, in a capacity which is other than covered employment shall be counted as credited service for purposes of vesting and participation. Such service shall not be counted as credited service for purposes of benefit accrual.

Section 13. "Past Credited Service" means years or partial years of credited service as defined in Exhibit A to this Plan earned during the ten (10) year period preceding January 1, 1972.

Section 14. "Future Credited Service" means years of service earned during the period of employment following April 25, 1972.

Section 15. "Retirement Benefit" means the monthly benefits as provided in the Plan, pursuant to any of the available optional forms of retirement benefits.

Section 16. "Amendments". This Plan of retirement benefits maintained by the I.B.E.W. Local 332 Pension Trust Fund has been amended from time to time. The Plan so amended shall hereafter be evidenced by the plan of retirement benefits contained in this article and in the following pages as may be further amended from time to time. This restated Plan shall not apply to former Participants who retired or otherwise terminated their participation under the prior plan unless this Plan or subsequent amendments indicate otherwise. The benefits or credits earned by such a former Participant shall continue to be governed by the provisions of the plan in effect at the time the Participant earned the benefits or credits. In addition, any break-in-service shall be covered by the break-in-service rule in effect at the time the break would have occurred under that rule rather than the rule at the time of retirement.

Section 17. The "Actuarial Equivalent" is the value of a payment or series of payments which is the actuarial equivalent of another payment or series of payments, if, as of a common valuation date, they have an equal value. The assumptions to be used in determining whether the values are equal will be those customarily used by the actuary selected by the Board of Trustees by using the actuarial table as set forth in Exhibit B. In the event of a change in Exhibit B, the actuarial equivalent of the accrued benefit on or after the date of the change is the greater of the actuarial equivalent of the accrued benefit as of the date of the change computed on the old basis or the actuarial equivalent of the total accrued benefit computed on the new basis.

For the purpose of cashing out any benefits, the interest rate used in such present value determination as of the date of the distribution shall not be greater than the interest rate that would have been used as of that date by the Pension Benefit Guaranty Corporation for the purposes of determining the present value of a lump sum distribution on Plan termination.

Notwithstanding any other Plan provisions to the contrary, the applicable mortality table used for purposes of adjusting the benefit or limitation under Section 415(b)(2)(B), (C) or (D) of the Internal Revenue Code as set forth in Article XI, Section 6 of the Plan and the applicable mortality table used for purposes of satisfying the requirements of Article VII, Section 4 of the Plan is the table prescribed in Revenue Ruling. 2001-62. For determinations made for any annuity starting date on or after January 1, 2008, any reference in the Plan to the "applicable mortality table" or the mortality table set forth in Revenue Ruling 2001-62 shall be construed as a reference to the mortality table prescribed by Section 417(e)(3)(B) of the Internal Revenue Code.

Section 18. "Qualified Joint and Survivor Annuity/Qualified Pre-Retirement Survivor Annuity". (a) The term Qualified Joint and Survivor Annuity means a reduced monthly Fixed Annuity payable for the life of the Participant with a Survivor Annuity payable for the life of the Participant's spouse. The monthly annuity payment to the spouse shall be equal to fifty percent (50%) of the reduced amount

PENSION PLAN PART A – PLAN DOCUMENT

which was payable to the Participant. This benefit shall be an automatic benefit unless elected against by the Participant and the Participant's spouse in writing. (b) A Qualified Preretirement Survivor Annuity means an annuity for the life of the surviving spouse the actuarial equivalent of which is not less than fifty percent (50%) of the Participant's accrued benefit.

Section 19. "Agreement" means the collective bargaining agreement between the Union and the National Electrical Contractors Association, Santa Clara Valley Chapter.

Section 20. "Beneficiary" means the person or entity designated by the Participant to receive any remaining benefits payable under the terms of the Plan in the event of the Participant's death. A married Participant may not designate a beneficiary other than the Participant's spouse unless the spouse consents in writing, witnessed by a notary public, to the designation of another beneficiary. Designation must be in writing in a form approved by the Board of Trustees. Designation of a new beneficiary revokes all prior designations. The designation of a Participant's spouse as the beneficiary is automatically revoked if the marriage is dissolved. The Trustees may determine, in their sole discretion, that the designation of any beneficiary other than a surviving spouse is no longer appropriate, and may make payment as if no beneficiary had been designated. If no beneficiary has been designated or no beneficiary has survived the Participant, any death benefits payable under the terms of the Plan shall be paid to the first eligible survivor(s) on the following list:

- A. The Participant's spouse;
- B. The Participant's descendants, including legally adopted children, by representation as specified in Section 240 of the California Probate Code;
- C. The Participant's parents;
- D. Descendants of the Participant's parents, including legally adopted children, by representation as specified in Section 240 of the California Probate Code;
- E. Executors or administrators of the Participant's estate.

ARTICLE II

ADMINISTRATION / CLAIM REVIEW AND APPEAL PROCEDURE

Section 1. The Plan shall be administered by the Trustees. Actions and determinations of the Trustees with respect to the eligibility of any Participant, his/her rights to benefits hereunder and other questions arising in the administration of the Plan shall be final.

Section 2. Each employer and Participant shall, from time to time, furnish the Trustees such data as may be considered necessary by the Trustees to administer this Plan. Each Participant and employer shall fully cooperate with the Trustees in the administration of the Plan.

Section 3. As a condition to receiving a Retirement Benefit hereunder, each eligible Participant shall file with the Trustees an application for such Retirement Benefit in such form as the Trustees may prescribe. No Retirement Benefit shall be paid to a Participant until he/she has complied with the terms of this Article. Upon receipt of such application, the Trustees shall determine whether or not such applicant is entitled to a Retirement Benefit hereunder and, if so, the amount thereof, and the starting date, and shall notify such applicant of its findings. To the extent permitted by law, all approved Retirement Benefits shall be retroactive to the first of the month immediately following receipt of the Participant's written application requesting the commencement of such Retirement Benefit. The Trustees may, however, authorize pension payments to a Participant otherwise eligible, to commence up to six (6) months preceding the date of receipt of the application for retirement, provided that the late filing of the retirement application is determined by the Trustees to be for good cause. In any event, a Participant who files an application for Retirement Benefits subsequent to his/her normal retirement date as defined herein will have benefits paid retroactively to such normal retirement date if during the period between normal retirement date and the date of application, the Participant has not been engaged in covered employment as defined in Article III, Section 5.

PENSION PLAN PART A – PLAN DOCUMENT

Notwithstanding any other provision herein, unless the Participant otherwise elects prior to normal retirement age, payment of benefits to a Participant entitled thereto cannot be postponed later than sixty (60) days after the close of the Plan Year during which the Participant reaches normal retirement age.

Section 4. Claim Review and Appeal Procedures.

A. No Participant or Participant's Beneficiary shall have any right or claim to benefits under this Plan, or any right or claim to payments from the Pension Fund other than as specified herein. Any dispute as to eligibility, type, amount or duration of benefits or any right or claim to payments from the Plan shall be resolved by the Trustees under and pursuant to the Plan, and their decision on the dispute, right or claim, shall be final and binding upon all parties thereto. The Trustees have full discretionary authority to interpret the Plan documents and to make all factual determinations concerning any claim or right asserted under or against the Plan or Pension Fund.

B. Any Participant whose application for a pension benefit under the Plan has been denied in whole or in part, or whose claim against the Pension Fund is otherwise denied, shall be notified in writing of such decision within a reasonable period of time, but not later than ninety (90) days after receipt of such application or claim by the Plan. An extension of time for processing not exceeding ninety (90) days may be required by special circumstances, in which case written notice of such extension shall be furnished to the Participant prior to the expiration of the initial ninety (90) day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render a benefit determination. The initial pension benefit determination will be made by the Administrator or such other agent as may be appointed by the Trustees.

The notice of denial shall set forth (1) the specific reason or reasons for the denial; (2) specific reference to the pertinent provisions on which the denial is based; (3) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary; (4) a description of the Plan's review procedures and the time limits applicable to such procedures; and (5) a statement of the Participant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination.

C. If the application for benefits or a claim is denied, the Participant may petition the Trustees for review of the decision. The petition for review shall be in writing, shall state in clear and concise terms the reason or reasons for disagreement with the decision, shall be accompanied by any relevant documentary material relating to the claim not already furnished to the Plan, and shall be filed by the Participant or the Participant's duly authorized representative with the Administrator within sixty (60) days after receiving the notification of the adverse benefit determination. As part of the review process the Participant or the Participant's duly authorized representative will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim. Relevant information includes identification of any medical or vocational expert whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit decision.

Upon receipt of a petition for review, the Trustees or a committee appointed by the Trustees and authorized to act on such petitions, shall proceed to review the administrative file, including the petition for review and its contents. Upon the written request of the Participant, the Trustees shall grant a hearing to be held within a reasonable time to permit the Participant to appear personally in support of the claim. All comments, documents, records and other information submitted by the Participant relating to the claim will be taken into account without regard to whether such information was submitted or considered in the initial benefit determination. The petition for review will be heard no later than the regularly scheduled meeting of the Board of Trustees that immediately follows the receipt of the

PENSION PLAN PART A – PLAN DOCUMENT

petition for review, unless the petition for review is received within 30 days preceding the date of such meeting. In such a case, a determination will be made no later than the second meeting following the receipt of the petition for review. If special circumstances exist and require a further extension of time for processing, the appeal will be determined no later than the third board meeting following the receipt of the appeal. The Participant will receive a written notice of the extension describing the special circumstances and the date by which a decision is expected.

The Participant shall be notified of the decision of the Trustees in writing as soon as possible but no later than five (5) days after a decision is made.. Any notice of adverse determination will include (1) the specific reason or reasons for the adverse determination; (2) reference to the specific Plan provisions on which the benefit determination is based; (3) a statement that the Participant 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 Participant's claim; (4) a statement describing any voluntary appeal procedures offered by the Plan and the Participant's right to obtain information about such procedures; and (5) a statement of the Participant's right to bring an action under ERISA Section 502(a).

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

The failure to file a petition for review within such sixty (60) day period shall constitute a complete waiver of the Participant's right to review, and the initial decision shall be final and binding.

- D. If a claim pertains to disability benefits, the rules and rights set forth in this subsection shall apply in addition to those set forth above. Any person whose application for disability benefits is denied shall be notified of such denial within a reasonable period of time, but not later than forty-five (45) days after receipt of such application or claim. An extension of time not exceeding thirty (30) days may be necessary due to matters beyond the control of the Plan, in which case notice will be sent to the Participant prior to the expiration of the forty-five (45) day period. If a decision cannot be rendered due to matters beyond the control of the Plan prior to the expiration of the thirty (30) day extension, the period for making a determination may be extended for up to an additional thirty (30) days, in which case notice will be sent to the Participant prior to the expiration of the first thirty (30) day extension. Any notice of extension issued pursuant to this subsection shall include, in addition to the information set forth in subsection B above, the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. The Participant shall be afforded at least forty-five (45) days to provide the specified information, if any. The deadline for the Trustees to render their decision is tolled from the date on which the notification of the extension is sent to the Participant until the date a response from the Participant is received.

Any notice of an adverse benefit determination shall include, in addition to the information set forth in subsection B above (1) the specific rule, guideline, protocol, or other similar criterion, if any, relied upon in making the determination; and (2) an explanation of the scientific or clinical judgment for the determination if the adverse benefit determination was based on medical necessity or other similar exclusion or limitation.

If the application for benefits or a claim is denied, the Participant or the Participant's duly authorized representative may petition the Trustees for review of the decision. The petition for review shall be filed by the Participant or the Participant's duly authorized representative

PENSION PLAN PART A – PLAN DOCUMENT

with the Administrator within one hundred and eighty (180) days of receipt of the notification of adverse benefit determination. The Participant shall have access to relevant documents, records and other information as set forth in subsection C above, including any statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the Participant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination. The Trustees will not afford any deference to the initial benefit determination. If the adverse benefit determination is based in whole or in part on medical judgment, the Trustees shall consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. Such consultant shall be different from any individual consulted in connection with the initial determination and shall not be the subordinate of any such person.

Upon the written request of the Participant, the Trustees shall grant a hearing to be held within a reasonable time to permit the Participant to appear personally in support of the claim. The petition for review will be heard no later than the regularly scheduled meeting of the Board of Trustees that immediately follows the receipt of the petition for review, unless the petition for review is received within 30 days preceding the date of such meeting. In such a case, a determination will be made no later than the second meeting following the receipt of the petition for review. If special circumstances exist and require a further extension of time for processing, the appeal will be determined no later than the third board meeting following the receipt of the appeal. You will receive a written notice of the extension describing the special circumstances and the date by which a decision is expected.

The Participant shall be notified of the decision of the Trustees in writing as soon as reasonably possible but not later than five (5) days after a decision is made. The notice of denial shall include, in addition to the information set forth in subsection C above (1) the specific rule, guideline, protocol, or other similar criterion, if any, relied upon in making the determination; and (2) an explanation of the scientific or clinical judgment for the determination if the denial was based on medical necessity or other similar exclusion or limit.

- E. The denial of an application or claim after the right to review has been waived or the decision of the Trustees on petition for review has been issued shall be final and binding upon all parties, including the Participant. No lawsuit may be filed without first exhausting the above appeals procedure. In any such lawsuit, the determinations of the Trustees are subject to judicial review only for abuse of discretion. No legal action may be commenced or maintained against the Plan or Pension Fund more than two (2) years after a claim has been denied.
- F. This claims and appeals procedure shall apply and shall include any and every claim or right asserted under the Trust or Pension Plan or against the Trust or Pension Plan, regardless of when the act or omission upon which the claim is based occurred.

Section 5. Any discretionary acts to be taken under the Plan by the Trustees or any person to whom authority shall have been delegated by the Trustees shall be uniform in their nature and applicable to all persons similarly situated, and no discretionary act will be taken which will be discriminatory under the applicable provisions of the Internal Revenue Code or the regulations thereunder, or ERISA or regulations thereunder.

PENSION PLAN PART A – PLAN DOCUMENT

ARTICLE III

CREDITED SERVICE

Section 1. A Participant's credited service shall consist of the sum of his/her Past Credited Service and Future Credited Service.

A. Past Credited Service.

- (1) If a Participant was employed for three hundred (300) hours or more during one (1) of the two (2) years immediately prior to the effective date of the Plan and under conditions which would have caused contributions to the Plan if such employment had occurred after contributions began, he/she shall be eligible for Past Credited Service. Notwithstanding the above, a Participant who is totally disabled and who is eligible for and receiving Social Security disability benefits for the two (2) years prior to the effective date of the Plan, shall be eligible for Past Credited Service even if he/she was not employed for three hundred (300) hours or more during one (1) of the two (2) years immediately prior to the effective date of the Plan. Notwithstanding the forgoing, if a Participant was employed for three hundred (300) or more hours during one (1) of the two (2) years immediately prior to the effective date of the Plan as an apprentice, he/she shall be eligible for up to two (2) years of Past Credited Service if the hours worked as an apprentice immediately precede the Participant's first covered hour of employment with the same or different Employer, regardless of any subsequent break in service.
- (2) Each Participant eligible for Past Credited Service shall receive such credit for Past Credited Service for said hours worked in each year of employment as set forth in Exhibit A, attached hereto.
- (3) Notwithstanding (1) above, a Participant shall not be denied credit for Past Credited Service while in service with the Armed Forces of the United States.

B. Future Credited Service.

- (1) For each Plan Year after the effective date hereof, a Participant shall receive such credit for Future Credited Service for hours in each year of covered employment as set forth in Exhibit A, and for which hours contributions were received or are receivable by the Trust for purposes of benefit accrual. For purposes of vesting, Future Credited Service shall be computed for each hour for which a Participant is paid or entitled to payment as defined in Article I, Section 9 of this Plan.
- (2) A Participant will receive vesting credit for any connecting noncovered service worked after August 1, 1976 which immediately precedes or follows his/her covered employment with the same employer. Such vesting credit will be computed in the same manner as vesting credit for future service. A Participant will receive vesting credit for any noncovered hours worked as an apprentice after August 1, 1976, which immediately precede the Participant's first covered hour of employment with the same or different employer. Such vesting credit will be computed in the same manner as vesting credit for future service.
- (3) A Participant will receive vesting credit for qualified military service within the meaning of the Uniformed Services Employment and Reemployment Rights Act of 1994 or any similar law in accordance with Section 414(u) of the Internal Revenue Code. The amount of vesting credit shall be calculated based on the Participant's hours of covered employment during the twelve (12) months immediately prior to the period of military service.
- (4) Any Participant who has accumulated at least nine (9) years of Future Credited Service under this Plan may receive up to one (1) year additional vesting credit for service performed for the International Brotherhood of Electrical Workers, after March 1, 1989.

PENSION PLAN PART A – PLAN DOCUMENT

Section 2. Effective January 1, 1972, a Participant who earns at least ten (10) years of Credited Service shall then be a vested Participant and the break-in-service provisions of Section 3 below shall not be applicable to such Participant. Effective January 1, 1998, a Participant who works at least one thousand (1,000) hours of Covered Employment in each of five (5) Plan Years without an intervening permanent break-in-service as defined in Section 3 below and who has at least one (1) hour of Covered Employment on or after January 1, 1998 shall be a vested Participant.

A Participant's right to his/her normal retirement benefit shall be non-forfeitable after the Participant satisfies Article V, Section 1, below.

Any Participant who has earned at least five (5) years of Credited Service on the date the above vesting provisions are amended shall have ninety (90) days after notice of the amendment is given to said Participant to elect to be subject to the vesting provisions in effect prior to the amendment.

Section 3. Except for a vested Participant described in Section 2 above, a Participant who fails to work at least three hundred (300) hours in covered employment in a Plan Year, or two hundred twenty-five (225) hours in the Plan Year ending December 31, 1972, as defined in Article I, Section 9, shall suffer a one-year break-in-service for any such year, except as otherwise provided in Section 4. A Participant who leaves covered employment and subsequently returns to covered employment prior to incurring a break-in-service will continue to vest, starting at the point in the vesting schedule where he/she left employment, in both his/her pre-separation and post-separation accruals. A Participant who leaves covered employment and incurs a break-in-service which is not a permanent break-in-service as defined below upon return to covered employment will be credited with all pre-break service for purposes of determining both vesting credits and benefit accrual under the Plan.

Any permanent break-in-service shall be covered by the break-in-service rule in effect at the time the break would have occurred, rather than the rule at the time of retirement. The permanent break-in-service rules and effective dates are as follows:

A. Effective January 1, 1972:

When a non-vested Participant has suffered two (2) consecutive one-year breaks-in-service, all years of credited service shall be forfeited and there shall be no benefits from this Plan for such credited service. Any such Participant returning to earn credited future service shall earn credited future service only from the date of return.

B. Effective January 1, 1976:

When a non-vested Participant has suffered consecutive one-year breaks-in-service equal to or exceeding his/her then accumulated years of credited service, all years of credited service shall be forfeited and there shall be no benefits from this Plan for such credited service. Any such Participant returning to earn credited future service shall earn credited future service only from the date of return.

C. Effective January 1, 1985:

When a non-vested Participant has suffered consecutive one-year breaks-in-service equal to five (5) years and has five (5) or less years of accumulated years of credited service, all years of credited service shall be forfeited. A Participant who has more than five (5) years of credited service but less than ten (10) years credited service and has suffered consecutive one-year breaks-in-service equal to or exceeding his/her then accumulated years of credited service, shall forfeit all years of credited service and there shall be no benefits from this Plan for such credited service. Any such Participant returning to earn credited future service shall earn credited future service only from the date of return.

D. Effective January 1, 1998:

When a non-vested Participant has suffered consecutive one-year breaks-in-service equal to five (5) years and has accumulated fewer than five (5) years of credited service, all years of credited service shall be forfeited.

PENSION PLAN PART A – PLAN DOCUMENT

Section 4. A one-year break-in-service shall not be charged against a Participant as provided in Section 3 above in a Plan Year in which the Participant was unable, due to illness or injury, to perform each and every duty pertaining to his/her occupation, provided such disability covered a period of one hundred eighty (180) days in the calendar year and further provided such Participant becomes reemployed under a collective bargaining agreement, as defined in the Trust Agreement, within one (1) year after the date of recovery from illness or injury. If the illness or injury continues for two (2) or more years, the Participant shall submit medical verification of the continuation of the illness or injury and its duration to the Trustees and periodically thereafter at reasonable intervals as required by the Board of Trustees. A Participant who is absent from work on account of pregnancy, child-birth, infant care or adoption is to be credited with up to 300 hours of service to prevent a one-year break-in-service. The Participant shall provide proof that said absence is on account of pregnancy, childbirth, infant care or adoption to the Trustees on a satisfactory form as prescribed by the Board of Trustees. Any hours credited under this provision shall count only for vesting and shall not apply toward benefit accrual.

Section 5. Benefits under this Plan for normal retirement shall be permanently suspended (forfeited) for any month in which the retiree completes at least forty (40) hours of service in California either in a calendar or payroll month if said service is in the industry and trade or craft of the type the Participant performed at any time when covered by the Plan as defined in Title 29, Code of Federal Regulations, Section 2530.203-3(c), and ERISA Section 203(a)(3)(B). Contributions sent to this Plan pursuant to a reciprocity agreement will be treated as if they are earned within California.

For purposes of the permanent suspension of benefits as described herein, industry is defined as "Business activities of the types engaged in by any employers maintaining the Plan." Trade or craft is defined as "A Skill or skills learned during a significant period of training or practice which is applicable in occupations in an industry covered by the Plan." Skill or skills utilized in the industry relating to selling or retailing, managerial, clerical or professional occupations are included, and benefits will be suspended for work performed utilizing said skills. Employment in supervisory activities relating to any of the above skills will also result in a permanent suspension of benefits for any month in which forty (40) hours or more of such activity is performed. Employment in the electrical industry does not include working fewer than 96 hours in any transmittal month as an instructor for the Santa Clara County Electrical Joint Apprenticeship Training Center or working as an electrical inspector for a governmental authority.

In the event that a retiree becomes reemployed in employment as described above, the Plan Administrator must be advised immediately. In the event that the Plan Administrator is not advised, the Trustees will presume that the retiree worked at least forty (40) hours in prohibited employment for each month such prohibited employment was performed. The Trustees may also require a retiree to certify that said retiree is unemployed or require said retiree to provide factual information verifying that the retiree is not performing work as defined in Title 29, Code of Federal Regulations, Section 2530.203-3, ERISA Section 203(a)(3)(B) service. This information may be requested by the Trustees at reasonable time intervals.

In the event that benefits have been suspended under this Section because the retiree has performed work as defined in Title 29, Code of Federal Regulations, Section 2530.203-3, ERISA Section 203(a)(3)(B) service, the retiree must certify on an appropriate form prepared by the Plan that such service has ceased before future benefits will be resumed. A retiree may request in writing a determination of whether certain services would cause benefits to be suspended. The request for such status of termination shall be treated as a claim for benefits and considered in accordance with the Plan's claims procedures.

Notwithstanding any other provision of this Plan, a benefit shall not be suspended due to work in the industry performed after the retiree attains age seventy and one-half (70½).

PENSION PLAN PART A – PLAN DOCUMENT

Section 6. Notwithstanding the above Section, during the period from January 1, 2000 to March 31, 2002, a retired Participant who has been receiving benefits under the I.B.E.W. Local No. 332 Pension Plan Part A for at least one year may return to work for a contributing employer without any limitation on the number of hours worked, without incurring a suspension of benefits. Any additional benefits earned as a result of reemployment will be added to the Participant's pension when he or she again retires.

Section 7. Notwithstanding the above sections, a Participant who retired after January 1, 1994 and has been receiving benefits under the I.B.E.W. Local No. 332 Pension Plan Part A for at least two years, may return to work before December 31, 1997 for a contributing employer without any limitation on the number of hours worked, without incurring a suspension of benefits. Any additional benefits earned as a result of reemployment will be added to the Participant's pension when he or she again retires.

Section 8. Notwithstanding the foregoing, a participant may work up to 96 hours in any transmittal month as an instructor for the Santa Clara County Electrical Joint Apprenticeship Training Center without having his or her early or normal retirement benefits suspended.

Section 9. Notwithstanding the foregoing, a participant may work as an electrical inspector for a governmental authority without having his or her early or normal retirement benefits suspended. To be eligible for benefits from this Plan, an electrical inspector must separate from service and cease working for Employers whose Employees are covered by this Plan.

PENSION PLAN PART A – PLAN DOCUMENT

ARTICLE IV

DISABILITY RETIREMENT BENEFITS

There is no age requirement for disability retirement, but the Participant must meet the service and other requirements as described in this Article.

Section 1. Eligibility.

- A. Total or qualified disability during the first eighteen (18) months of disability shall be defined as the inability of the Participant to perform all the duties of his/her regular occupation and thereafter the inability to perform any substantial gainful employment. To be eligible for benefits under this provision after the first eighteen (18) months, a Participant must be eligible for and receiving Social Security disability benefits.
- B. The disability must commence after May 1, 1979. Any Participant or former Participant in this Plan who is receiving disability benefits from Connecticut General Life Insurance Company through a program previously provided under the I.B.E.W. Local 332 Health and Welfare Plan is ineligible for disability benefits under this Plan.
- C. Subject to the foregoing conditions, a Participant shall be eligible for a disability retirement benefit commencing with the twenty-seventh (27th) week of disability, provided that he/she
 - (1) Has completed at least five (5) years of Future Credited Service in this Plan,
 - (2) Is disabled as defined in Section A above, and
 - (3) Is, at the time of disability, an active Participant in the I.B.E.W. Local 332 Health and Welfare Plan.
- D. Monthly disability retirement benefits may be paid retroactively to an otherwise eligible Participant. No retroactive payment shall be made to a Participant who has recovered from the disabling condition, unless the Participant applied for such benefits within twelve (12) months after the onset of disability.

Section 2. Choice Between Early and Disability Retirement.

- A. A Participant who has elected early retirement shall be eligible for disability benefits only if
 - (1) At the time early retirement was elected disability retirement was simultaneously elected,
 - (2) At the time early retirement was elected an application for Social Security disability benefits was pending,
 - (3) The election to change from early retirement to disability retirement upon receipt of an award of Social Security disability is irrevocable, and
 - (4) The Participant notifies the Plan within thirty (30) days of receiving a Social Security disability award certificate.
- B. A Participant who is receiving a disability retirement benefit shall be permitted to make a one-time election to change to early retirement. Under no circumstances will a Participant who has changed to early retirement under this paragraph be permitted to re-elect a disability retirement benefit.

Section 3. Amount of Disability Retirement Benefit.

- A. Effective January 1, 1991, the amount of the monthly retirement benefit for Disability Retirement shall be computed as follows:
 - (1) The Participant's monthly average of hours shall be determined based on the Participant's three (3) highest years of employment during the five (5) year period immediately preceding the date of disability.
 - (2) The Participant's monthly average of hours shall be multiplied by Seven Dollars (\$7.00).
 - (3) The amount shall not exceed One Thousand Dollars (\$1,000) per month.

PENSION PLAN PART A – PLAN DOCUMENT

- B. No disability benefit shall be paid attributable to covered hours worked after October 1, 1987 if the Participant has worked in Non-Qualified Employment. Exception: Even if a Participant has worked in Non-Qualified Employment, he will still be eligible for a disability pension benefit if he otherwise meet the requirements under the Plan and all of the following criteria are met:
 - (a) The Participant is at least 62 years old;
 - (b) The Participant has been a Participant in this Plan for at least 15 years; and
 - (c) As of the date of the Participant's retirement, it has been at least 15 years since the Participant last worked in Non-Qualified Employment.
- C. Monthly disability benefits shall continue for one hundred twenty (120) months or until the Participant attains age sixty-five (65), whichever is later. Any monthly disability benefits payable to a Participant after age sixty-five (65) shall be reduced by the amount of normal retirement benefits payable to the Participant, including increases in accordance with Section 4 below.
- D. If a Participant who is receiving a disability retirement benefit dies before age sixty-five (65), the Participant's spouse shall receive an automatic fifty percent (50%) Joint and Survivor Annuity. A disabled retiree and spouse will be given the option of selecting or rejecting the fifty percent (50%) Joint and Survivor Benefit prior to the commencement of normal retirement benefits at age sixty-five (65).

Section 4. Increases in Normal or Early Retirement Benefits.

- A. Upon reaching age sixty-five (65), a Participant who has been receiving disability retirement benefits shall begin receiving normal retirement benefits in accordance with the terms of the Plan. In addition to the benefits accrued prior to the onset of disability, the Participant shall be entitled to an increase in the normal retirement benefit calculated as if contributions had been paid from the onset of the disability until age sixty-five (65). The increase shall be calculated based on two and one-half percent (2.5%) of contributions for the same monthly average of hours on which the monthly disability retirement benefit was computed under Section 3 above. In the absence of specific Plan language to the contrary, the Participant's normal retirement benefit shall not include benefit increases adopted during the period of disability retirement.
- B. In the event disability ceases prior to the Participant reaching age sixty-five (65), the Participant thereafter may elect early or normal retirement in accordance with Article V. The early or normal retirement benefit shall include benefits earned during disability retirement based on the two and one-half percent (2.5%) contribution formula described in Section 4 above, but shall not include other benefit increases adopted during the period of disability retirement.

Section 5. Recovery from Disability.

- A. Monthly disability benefits shall cease if the Participant ceases to be totally disabled as defined in Section 1. The Plan may require proof of continued disability from time to time as a condition of further benefit payments.
- B. A Participant suffering a recurrence of a qualified disability during the ninety (90) day period immediately following his/her return to employment in the electrical industry from the qualified disability will be immediately eligible to receive benefits hereunder at the same level determined previously for the qualified disability. If the recurrence takes place more than ninety (90) days after returning to work, the Participant must file a new application for this benefit.
- C. If there are less than thirty-six (36) months between the date a Participant returns to employment in the electrical industry from a period of qualified disability and the onset of a subsequent period of disability, the level of benefits shall be computed on the same basis as those that were allowed for the prior period of qualified disability. If the interval is thirty-six

PENSION PLAN PART A – PLAN DOCUMENT

(36) months or more, the level of disability benefits shall be computed in accordance with Section 3 above.

Section 6. Lump Sum Disability Benefit.

A lump sum benefit equal to the employer contributions paid into the Plan on behalf of the Participant shall be payable to a vested or non-vested Participant who

- A. Has at least nine and one-half (9.5) years of credited future service,
- B. Is certified totally and permanently disabled by Social Security within two (2) years after the most recent Plan Year in which the Participant worked at least three hundred (300) hours (not including any credit based on reciprocal hours),
- C. Is not eligible for the monthly disability retirement benefit described above, and
- D. Will not become eligible for an early or normal retirement benefit for at least twenty-four (24) months.

This benefit is payable to an eligible Participant regardless of age, subject to the spousal notice and consent requirements in Article VII. Early, normal or disability retirement benefits payable to the same Participant shall be reduced by the amount of any lump sum payment received previously under this Section.

PENSION PLAN PART A – PLAN DOCUMENT

ARTICLE V

ELIGIBILITY FOR RETIREMENT BENEFITS

A Participant need not be working in covered or non-covered employment at the time of retirement and will be eligible for retirement benefits so long as the Participant meets the age and service requirements for either normal or early retirement.

Section 1. Normal Retirement Benefit. A Participant shall be eligible for a normal retirement benefit upon retirement from covered employment when he/she:

- A. Meets the age and service requirement for normal retirement on the earlier of the dates listed in (1) and (2).
 - (1) Effective January 1, 1998, upon reaching the normal retirement age of sixty-five (65), but not before working at least one thousand (1,000) hours of Covered Employment in each of five (5) Plan Years without an intervening break-in-service and at least one (1) hour of Covered Employment on or after January 1, 1998; or
 - (2) Upon remaining a Participant for a period of at least five (5) consecutive years which ends after the Participant's sixty-fifth (65th) birthday, including years when participation was maintained based upon an excused absence as provided in Article IV, Section 4.
- B. Any Participant who is age fifty-eight (58) or older as of January 1, 1972, is totally disabled and receiving Social Security disability benefits, is eligible to receive a normal retirement benefit without having two (2) years of Future Credited Service in this Plan.
- C. In accordance with Section 411(a) of the Internal Revenue Code (IRC), a Participant who is not covered pursuant to a collective bargaining agreement described in IRC Section 414(f)(1)(B) and who has completed at least five (5) years of service has a nonforfeitable right to one hundred percent (100%) of the Participant's accrued benefit derived from employer contributions.

Section 2. Early Retirement Benefit. A Participant may retire prior to age sixty-five (65) and be eligible for an early retirement benefit if he/she meets the following requirements:

- A. Has completed at least ten (10) years of credited service of which at least two (2) years are Future Credited Service in this Plan; and
- B. Is age fifty-five (55) or older.

A vested Participant who meets the service requirement for early retirement in section A above will be eligible to receive a benefit which is not less than the reduced normal retirement benefit upon satisfaction of the age requirement under this section.

- C. The amount of the early retirement benefit shall be the normal retirement benefit, as described in Article VI, Section 1, reduced by factors as set by the Trustees from time to time. Effective for retirements on or after January 1, 1997, Participants who otherwise meet the eligibility requirements as set forth below can elect early retirement pursuant to the reduction factors of either Section (2) or (3) below. All Participants are eligible for early retirement as described in Section (1).

(1) Early Retirement.

- (a) For benefits earned prior to January 1, 1993, the reduction is one-quarter ($\frac{1}{4}$) of one percent (1%) for each month the early retirement date precedes age sixty-five (65) (three percent (3%) per year).
- (b) For benefits earned on or after January 1, 1993, the reduction is one-half ($\frac{1}{2}$) of one percent (1%) for each month the early retirement date precedes age sixty-five (65) (six percent (6%) per year).

PENSION PLAN PART A – PLAN DOCUMENT

(2) 30 Year Early Retirement.

- (a) If a Plan Participant has accrued thirty (30) years of vesting credit, he/she shall be eligible for the thirty (30) year early retirement which shall be calculated as follows:
For all benefits earned, the reduction is one-quarter ($\frac{1}{4}$) of one percent (1%) for each month the early retirement date precedes age sixty-five (65) (three percent (3%) per year).

(3) Early Retirement From The Trade.

- (a) If a Plan Participant has at least twenty-five (25) years of vesting credit and retires from the trade as defined below, he or she shall be eligible for the twenty-five (25) year early retirement from the trade which shall be calculated as follows: For all benefits earned, the reduction shall be one-half ($\frac{1}{2}$) of one percent (1%) for each month the early retirement date precedes age sixty-two (62) (six percent (6%) per year).

Effective for retirements on or after January 1, 2000, if a Plan Participant has at least twenty-four (24) years of vesting credit and retires from the trade as defined below, he or she shall be eligible for the twenty-four (24) year early retirement from the trade which shall be calculated as follows: For all benefits earned, the reduction shall be one-quarter ($\frac{1}{4}$) of one percent (1%) for each month the early retirement date precedes age 62 (three percent (3%) per year).

Effective for retirements on or after January 1, 2001, if a Plan Participant has at least twenty-three (23) years of vesting credit and retires from the trade as defined below, he or she shall be eligible for the twenty-three (23) year early retirement from the trade which shall be calculated as follows: For all benefits earned, the reduction shall be one-quarter ($\frac{1}{4}$) of one percent (1%) for each month the early retirement date precedes age sixty (60) (three percent (3%) per year).

Effective for retirements on or after January 1, 2004, if a Plan Participant has at least twenty-two (22) years of vesting credit and retires from the trade as defined below, he or she shall be eligible for the twenty-two (22) year early retirement from the trade which shall be calculated as follows: For all benefits earned, the reduction shall be one-quarter ($\frac{1}{4}$) of one percent (1%) for each month the early retirement date precedes age fifty-eight (58) (three percent (3%) per year).

- (b) Retirement from the trade shall require that in the forty-eight (48) months prior to retirement, the Plan Participant has accrued at least three thousand five hundred (3,500) hours of vesting credit. Months that the Participant was receiving State Disability Insurance or Workers Compensation benefits shall not be counted as part of the forty-eight (48) month period. In addition, up to twelve (12) months that the Participant was on the Out of Work List and actively seeking employment and up to twenty-four (24) months the Participant received Social Security disability benefits shall not be counted as part of the forty-eight (48) month period.
 - (c) The Trustees may require satisfactory proof of receipt of State Disability, Worker's Compensation or Social Security disability benefits.
- D. A retired Participant receiving an early retirement benefit may re-enter employment in the electrical industry and may then resume the accrual of credited service. Pension payments shall cease should a Participant return to employment in the electrical industry. A Participant who has once retired on an early retirement benefit and thereafter re-enters employment in the electrical industry shall not again be eligible to retire on an early retirement benefit. Employment in the electrical industry does not include working fewer than 96 hours in any transmittal month as an instructor for the Santa Clara County Electrical Joint Apprenticeship Training Center or working as an electrical inspector for a governmental authority.
- E. Any Participant returning to employment in the electrical industry, who again is eligible to elect a normal retirement in accordance with this Plan, shall receive upon such subsequent

PENSION PLAN PART A – PLAN DOCUMENT

retirement a pension benefit actuarially reduced to compensate the Plan for the yearly retirement benefit heretofore received by the Participant.

F. No early retirement benefit shall be paid attributable to covered hours worked after October 1, 1987 if the Participant has worked in Non-Qualified Employment. Exception: A Participant who worked in Non-Qualified employment will be eligible for early retirement if he otherwise meets the requirements under the Plan and all of the following criteria are met:

- (a) The Participant is at least 62 years old;
- (b) The Participant has been a Participant in this Plan for at least 15 years; and
- (c) As of the date of the Participant's retirement, it has been at least 15 years since the Participant last worked in Non-Qualified Employment.

G. Notwithstanding the above sections, a Participant who retires on or after April 1, 2005 with an early retirement benefit and returns to employment that results in a suspension of benefits shall be eligible to retire and resume receipt of his or her early retirement benefit, provided his or her subsequent retirement occurs on or before November 30, 2005. Amounts suspended under this provision shall not be returned to such Participant.

Section 3. Despite the above provision of this Article V, the following eligibility rules shall apply for those Participants who retire on or after January 1, 1974 until December 31, 1977.

<u>Age</u>	<u>Years Required</u>			
	<u>1974</u>	<u>1975</u>	<u>1976</u>	<u>1977</u>
65	7	8	9	10
66	6	7	8	9
67	5	6	7	8

The minimum pension for the above group at age sixty-five (65) would be Sixty-Four Dollars (\$64). For those who retire prior to age sixty-five (65) in 1974, the following applies:

<u>Age</u>	<u>Years Required</u>
62	10
63	9
64	8
65	7

ARTICLE VI

AMOUNT OF RETIREMENT BENEFIT

Section 1. The computation of the monthly retirement benefit before any applicable reductions is the sum of the Participant's Past Credited Service and Future Credited Service as follows:

- A. Past Credited Service: Benefits are calculated based on the number of years of Past Credited Service, up to a maximum of ten (10) years. Benefits for partial years are calculated as a pro rata share of the benefit for a full year.

For retirements prior to January 1, 1985, the benefit is Six Dollars and Forty Cents (\$6.40) for each full year of Past Credited Service. For retirements on or after January 1, 1985, the benefit is Ten Dollars (\$10.00) for each year. Disabled retirees who obtained a disability award on or after January 1, 1985 also shall receive Ten Dollars (\$10.00) per year for their Past Credited Service.

PENSION PLAN PART A – PLAN DOCUMENT

A Participant who retires on or after January 1, 1988 and who earned three hundred (300) or more hours in each of the three (3) Plan Years preceding retirement shall receive Twenty Dollars (\$20.00) for each year of Past Credited Service.

- B. Future Credited Service: One and six tenths percent (1.6%) of total contributions made on behalf of the Participant for any retirements occurring prior to December 31, 1976, and two percent (2.0%) of the total contributions made on behalf of the Participant for retirements occurring on and after January 1, 1977. Retirements occurring on and after January 1, 1986, shall equal three percent (3%) of total employer contributions.

For retirements on or after January 1, 1993, benefits attributable to Covered Employment during calendar year 1991 shall be increased by fifty percent (50%).

Future Service Credit for retirement on or after January 1, 1989, shall be calculated as follows:

- (1) Three percent (3%) of employer contributions until the Participant has completed twenty (20) years of total service;
- (2) Three and one quarter percent (3.25%) of employer contributions made for each subsequent Plan Year until the Participant has completed twenty-five (25) years of total service; and
- (3) Three and one-half percent (3.5%) of employer contributions made for all subsequent Plan Years.

For all hours worked on or after June 1, 1997, the "credit rate" for employer contributions shall be Three Dollars (\$3.00) per hour worked, regardless of the actual contribution, in calculating the amount of benefit under this section. The "credit rate" for any Plan Year may be increased by vote of the Board of Trustees.

For all hours worked on or after June 1, 1997, the "credit rate" for employer contributions shall be \$3.00 per hour worked, regardless of the actual contribution. The credit rate for any plan year may be increased by vote of the Board of Trustees.

The Board voted to increase the credit rate to \$3.30 for hours worked between June 1, 1997 and December 31, 2000.

The credit rate for hours worked between January 1, 2001 and December 31, 2004 is \$3.00.

The Board voted to increase the credit rate to \$3.10 for hours worked between January 1, 2005 and December 31, 2005.

The Board voted to increase the credit rate to \$3.35 for hours worked between January 1, 2006 and December 31, 2007.

The Board voted to increase the credit rate to \$3.55 for all hours worked between January 1, 2008 and December 31, 2008.

- C. Credit for Qualified Military Service. The monthly retirement benefit shall be increased to reflect the additional amount that the Participant would have earned during any period of qualified military service within the meaning of the Uniformed Services Employment and Reemployment Rights Act of 1994 or any similar law had the Participant remained in covered employment. The additional benefit amount for such military service shall be calculated based on the contributions earned by the Participant during the twelve (12) months immediately prior to the period of military service.
- D. The amount of any retirement benefit available under this Plan shall be rounded up to the next higher multiple of fifty cents (\$.50), unless it already is a multiple of fifty cents (\$.50).
- E. Early, normal or disability retirement benefits shall be reduced by the amount of any lump sum disability benefit previously paid to the participant under Article IV, Section 6.

PENSION PLAN PART A – PLAN DOCUMENT

ARTICLE VII

FORMS OF EARLY AND NORMAL RETIREMENT

Section 1. Distribution of Benefits. All distributions hereunder, whether in the form of an annuity or cash, or a combination thereof, shall be made by the Trustees or their designated agent. All distributions to Participants shall commence not later than April 1 of the calendar year following the year in which the Participant attains age seventy and one-half (70½). Effective January 1, 1997 this rule is modified for participants who do not have a 5% or more ownership interest in an Employer to require commencement no later than the date the employee actually retires from active employment and applies for payment. However, if the application is made after the Participant attains age seventy and one-half (70½), the amount shall be actuarially adjusted to equal the benefit that would have been payable commencing at age seventy and one-half (70½).

Section 2. Except as otherwise explicitly provided in this Plan, a Participant who has elected a benefit option is prohibited from electing another benefit option once the Participant has received his/her first benefit payment.

Section 3. Unless elected against in writing by both the Participant and the Participant's spouse, if the Participant had a spouse for the twelve (12) month period immediately prior to retirement, the normal form of benefit shall be the fifty percent (50%) Joint and Survivor Annuity as described in Article I, Section 18. If the Participant and spouse elect not to take the Joint and Survivor Annuity, said election may be revoked at any time and any number of times within the applicable election period. The twelve (12) month period of marriage shall be measured from the date the Participant retires or the date of the Participant's death, whichever is more favorable to the Participant.

An employee who has worked in Non-Qualified Employment may elect the Three (3) Year Certain and Life Thereafter, Ten (10) Year Certain and Life Thereafter, or Joint and Survivor Option with one hundred percent (100%) to Surviving Spouse only for benefits attributable to covered hours worked prior to October 1, 1987. Benefits based on covered hours accumulated thereafter by such an employee may be received only in the form of a fifty percent (50%) Joint and Survivor, Qualified Optional Seventy-five Percent (75%) Survivor Annuity (effective for distributions on or after January 1, 2008), or a Single Life Annuity. Exception: An employee who worked in Non-Qualified employment will be permitted to choose from all available benefit options under the Plan if he otherwise meets the requirements under the Plan and all of the following criteria are met:

- (a) The employee is at least 62 years old;
- (b) The employee has been a Participant in this Plan for at least 15 years; and
- (c) As of the date of the employee's retirement, it has been at least 15 years since the employee last worked in Non-Qualified Employment

Section 4. Married or single Participants who have worked in Non-Qualified Employment who reject the Joint and Survivor form of retirement benefit will receive their benefit in the form of a single life annuity or a Qualified Optional 75% Survivor Annuity. Married Participants who have not worked in Non-Qualified Employment and those who have worked in Non-Qualified Employment but qualify for an exception may elect one of the following optional forms of retirement benefit:

A. Qualified Joint and Survivor with 50% to Surviving Spouse.

- (1) For any Participant who retires on normal or early retirement, who has been continuously married for not less than one (1) year prior to the date benefits are to commence, the benefit payable to the Participant during his/her lifetime, unless expressly rejected by the Participant and spouse in writing at the time of making application for retirement, shall be in the form of a Joint and Survivor Annuity for the benefit of the Participant and spouse, with the amount payable to the spouse after the death of the Participant being one-half (½) of the reduced amount payable to both while living.

The amount of the benefit payable to the Participant and spouse will be the amount described in Article V, Section 1 reduced by actuarial equivalent factors as determined by

PENSION PLAN PART A – PLAN DOCUMENT

the Trustees from time to time, further reduced for early retirement, if applicable, by factors described in Article IV, and further reduced for the cost of the pre-retirement Joint and Fifty Percent (50%) Survivor death benefit by actuarial factors as determined by the Board of Trustees from time to time.

- (2) A Participant eligible to receive an early retirement benefit shall receive the reduced Joint and Survivor benefit with fifty percent (50%) to surviving spouse provided the Participant has been married for one (1) year prior to the date benefits are to commence and the Participant and spouse have not elected another form of benefit in writing.

B. Three (3) Year Certain and Life Thereafter.

A Participant who has no spouse to whom he/she has been married throughout the year prior to the retirement date, or one who with such spouse has elected in writing the option provided in this paragraph, shall receive the amount described in paragraph A above, but not reduced by actuarial equivalent factors for the Joint and Survivor with fifty percent (50%) to surviving spouse benefit as provided therein. In the event of the death of the Participant, prior to the payment of thirty-six (36) monthly pension payments, payments will be continued to the beneficiary designated in the election of this option until a total of thirty-six (36) monthly pension payments have been made.

C. Ten (10) Year Certain and Life Thereafter.

This benefit shall be payable under the same circumstances described in B above, except that the benefit shall be actuarially reduced for this option by factors adopted by the Trustees from time to time, and shall be guaranteed for one hundred twenty (120) months rather than thirty-six (36) months.

D. Qualified Optional 75% Survivor Annuity

- (1) This option shall be available to either the Participant's spouse or beneficiary. If the selected survivor is the Participant's spouse, then the amount of monthly payments continuing to the Participant's surviving spouse shall be 75% of the reduced monthly payments payable to the Participant during the Participant's lifetime. The actuarial reduction for this benefit shall be by factors adopted by the Trustees from time to time. The election of this option does not require spousal consent. If the Participant's beneficiary is other than the Participant's spouse, the Participant may only select this option if the requirements of paragraph 2 are met and the Participant's spouse provides proper consent in accordance with Article 1, Section 20.
- (2) The 75% Optional Survivor Annuity is available to a Participant and his non-spouse beneficiary only if such beneficiary is no more than 19 years younger than the Participant. However, if the Participant begins receiving benefits prior to attaining age 70, the age difference between the non-spouse beneficiary and Participant is reduced by the number of years the Participant is younger than age 70 on his or her Annuity Starting Date. If, as a result of this adjustment, the age difference between the Participant and the non-spouse beneficiary is 19 years or less, the Participant may elect the 75% Optional Survivor Annuity.

PENSION PLAN PART A – PLAN DOCUMENT

E. Joint and Survivor Option with 100% to Surviving Spouse.

- (1) This option shall be available to either the Participant's spouse or beneficiary. If the selected survivor is the Participant's spouse, then the amount of monthly payments continuing to the Participant's surviving spouse shall be equal to the reduced monthly payments payable to the Participant during the Participant's lifetime. The actuarial reduction for this benefit shall be by factors adopted by the Trustees from time to time. If the Participant is married, the election of a beneficiary other than the spouse, shall additionally be signed by the spouse. If the Participant's beneficiary is other than the Participant's spouse, the Participant may only select this option if the requirements of paragraph 2 are met and the Participant's spouse provides proper consent in accordance with Article 1, Section 20. In the event the Participant's beneficiary is other than the Participant's spouse, the Participant's benefit shall not be reduced to less than fifty percent (50%) of the actuarial equivalent of the benefit the Participant would have pursuant to Article VI, Section 1 of this Plan.
- (2) The 100% Joint and Survivor Benefit Option is available to a Participant and a non-spouse beneficiary only if such beneficiary is no more than 10 years younger than the Participant. However, if the Participant begins receiving benefits prior to attaining age 70, the age difference between the non-spouse beneficiary and Participant is reduced by the number of years the Participant is younger than age 70 on his or her Annuity Start Date. If, as a result of this adjustment, the age difference between the Participant and the non-spouse beneficiary is 10 years or less, the Participant may elect the 100% Joint and Survivor Benefit Option.
- (3) If a Participant is not married, any election of an optional form of pension must be made prior to the retirement date of the Participant. If a Participant is married, election of the optional form of pension must also be made prior to the retirement date of the Participant, and must be elected jointly by the Participant and spouse. Written notice of such election shall be made only after the Trustees have provided the Participant and spouse with written explanation of the effect of an election either to receive or reject the Joint and Survivor option. The election period shall include a period of at least 180 days following the furnishing of all of the applicable information required by law and ending prior to commencement of benefits. The Participant and spouse may waive the full election period as permitted under applicable law and regulations.
- (4) Each monthly payment described in Section 3 above shall be payable on the first of the month following the fulfillment of all requirements of this Plan, followed by payments due thereafter on the first of each month on which either the Participant or a contingent annuitant is alive on such date, or during a certain period.

F. Pop-up Benefit for Joint and Surviving Spouse Options.

The pop-up benefit restores the normal retirement benefit for a retiree who elected a reduced Joint and Survivor benefit and whose spouse dies first. The benefit increase is effective the first month following the spouse's death or January 1, 1994, whichever is later. The Participant's benefit may also be popped up to a single life annuity if the marriage between the Participant and Participant's spouse is legally terminated, provided the terms of the Qualified Domestic Relations Order or any other final order or judgment from a court of competent jurisdiction, states that the former spouse is no longer to be treated as a joint annuitant and that he or she waives his or her rights to any retirement AND survivor benefits available to the Participant under the Plan. The benefit increase will become effective the first month following the month that Fund Office receives the judgment or QDRO. The Participant may make this election only once and may not change his or her benefit to any other form offered by the Plan.

G. Period of Payout After Participant's Death.

In the event of the Participant's death or the death of a Participant's spouse, whichever is applicable, after benefit payments have begun but prior to the full distribution of the

PENSION PLAN PART A – PLAN DOCUMENT

Participant's benefits under the option selected, the remaining benefits shall be distributed at least as rapidly as they would have been distributed under the option originally selected. Furthermore, if the Participant dies before distribution commences, any portion of the Participant's interest that is not payable to a beneficiary designated by that Participant will be distributed within five (5) years after such Participant's death.

H. Election to Cash Out.

A partial or total cash out may not be made when the present value of the qualified Joint and Survivor Annuity or qualified pre-retirement survivor annuity exceeds Five Thousand Dollars (\$5,000), unless the cash out is consented to in writing by the Participant and the Participant's spouse, if any, or where the Participant is dead, the surviving spouse. Also, a partial or total cash out may not be made after benefit payments have begun, even if the present value of the remaining benefit is less than Five Thousand Dollars (\$5,000), unless the cash out is consented to in writing by the Participant and Participant's spouse, if any, or where the Participant is dead, the surviving spouse.

I. Benefits Payable Upon Death Before Retirement.

- (1) The beneficiary of a vested Participant shall be entitled to a death benefit which shall equal the amount of employer contributions exclusive of earnings paid into the Plan on behalf of the Participant. The foregoing benefit also shall be payable to the beneficiary of a nonvested Participant who dies prior to retirement, provided that the Participant was employed or available for employment by a contributing employer at the time of death. The return of contributions death benefit payable under this section shall be reduced by the amount of any disability benefits paid to the Participant pursuant to Article IV. No benefit attributable to employer contributions for hours worked on or after October 1, 1987 shall be paid under this subparagraph (1) on behalf of a vested or nonvested Participant who worked in nonqualified employment and does not qualify for an exception.
- (2) **Qualified Pre-Retirement Survivor Annuity.** In lieu of the lump sum death benefit above, effective August 1, 1984 the surviving spouse of a vested Participant who dies before retirement may elect a Qualified Pre-Retirement Survivor Annuity as defined in Article I, Section 18, provided that the Participant and spouse were married throughout the twelve (12) month period immediately preceding the Participant's death. The amount of each monthly benefit payment shall be equal to fifty percent (50%) of the reduced monthly benefit to which the Participant would have been entitled if he/she had retired on the earliest date possible under this Plan and elected the Fifty Percent (50%) Joint and Survivor benefit described in subsection A above. Monthly benefit payments to the surviving spouse shall commence on the first day of the month following the month in which the Participant would have been eligible for retirement had the Participant survived. If the Participant's surviving spouse is eligible to receive benefits under this subparagraph, the Participant's designation of another beneficiary to receive benefits under paragraph I (1) or I (3) shall have no effect.
- (3) If a Participant qualifies for the lump sum disability benefit payable under Article IV, Section 6 and dies before the benefit is paid, the Participant's surviving spouse or other beneficiary designated by the Participant with the spouse's written and notarized consent may elect to receive that benefit in lieu of any other death benefit provided by this Plan.

Section 5. If a Participant, who is retired from covered employment, fails to apply for benefits until after his or her Normal Retirement Age, the Participant shall be deemed to have postponed his or her retirement past his or her Normal Retirement Age. In no event may a Participant postpone his or her retirement beyond the date required in Section 1 of this Article. The monthly benefit of a Participant who postpones his retirement past Normal Retirement Age, shall be the Participant's accrued benefit at Normal Retirement Age, actuarially increased for each complete calendar month between Normal Retirement Age and the pension effective date for which benefits were not suspended, and then converted as of the pension effective date to the benefit payment form elected

PENSION PLAN PART A – PLAN DOCUMENT

or to the automatic form of the Fifty Percent (50%) Joint and Survivor Annuity if the Participant is married. If the Participant first becomes entitled to additional benefits after Normal Retirement Age, whether through additional service or because of a benefit increase, the actuarial increase in those benefits will start from the date they would first have been paid rather than Normal Retirement Age. The actuarial increase will be based on an interest rate of five percent (5%) and the applicable mortality table as defined in IRS Code Section 417 (e)(3)(B).

Notwithstanding the foregoing, in lieu of the actuarially increased monthly pension benefit, a Participant who fails to apply for benefits after attainment of his or her Normal Retirement Age after retirement from covered employment may elect, subject to the requirements specified in paragraph (5) of this subsection,

- (a) A monthly benefit equal to his or her accrued benefit at Normal Retirement Age, adjusted to include any additional benefits to which he or she becomes entitled after his or her Normal Retirement Age and before his or her pension effective date, plus
- (b) A one-time cash payment equal to the total of the amounts payable for the months between his or her Normal Retirement Age and pension effective date for which benefits are not suspended with an appropriate adjustment for interest from the date that the missed payment or payments would have been made to the date of the make-up payment.

Section 6. No less than thirty (30) days and no more than one hundred eighty (180) days prior to the annuity starting date, the Plan shall provide to each Participant a written explanation of (1) the terms and conditions of the Fifty Percent (50%) Joint and Survivor Annuity, (2) the Participant's right to make, and the effect of, an election to waive the Fifty Percent (50%) Joint and Survivor Annuity, (3) the spouse's right to consent to the Participant's election to waive the Fifty Percent (50%) Joint and Survivor Annuity, and (4) the right to make, and the effect of, a revocation of an election to waive the Fifty Percent (50%) Joint and Survivor Annuity. The term "annuity starting date" means the first day of the first period for which an amount is payable as an annuity or, in the case of a benefit that is not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

If the Plan furnishes the explanation of the Fifty Percent (50%) Joint and Survivor Annuity after the annuity starting date, a Participant may affirmatively elect a retroactive annuity starting date, provided all of the following requirements are met:

- (a) The Participant's spouse (including an alternate payee who is treated as the spouse pursuant to a qualified domestic relations order (QDRO) as defined in Code Section 414(p) consents to the distribution in a manner that satisfies Code Section 417(a)(2), unless the amount of the spouse's survivor annuity payments under the retroactive annuity starting date election is not less than the survivor payments under a qualified joint and survivor annuity with an annuity starting date after the date the written explanation was provided.
- (b) The distribution (including appropriate interest adjustments) provided based on the retroactive annuity starting date satisfies the requirements of Code Section 415 as of the date the distribution commences, with the applicable interest rate and mortality table determined as of that date, unless the date the distribution commences is no more than twelve (12) months after the retroactive annuity starting date.
- (c) The written explanation of the qualified joint and survivor annuity must be provided no more than one hundred eighty (180) days before the date of the first actual payment of benefits based on the retroactive annuity starting date, and must be provided at least thirty (30) days before the date of the such first actual payment, unless the Participant, with any applicable spousal consent, elects to waive the thirty (30) day minimum election period requirement and distribution commences more than seven (7) days after the date that the written explanation is provided.

PENSION PLAN PART A – PLAN DOCUMENT

The term "retroactive annuity starting date" means an annuity starting date that occurs on or before the date the Participant is provided with the written explanation of the Fifty Percent (50%) Joint and Survivor Annuity. The Plan may treat a Participant as having elected a retroactive annuity starting date only if the following requirements are met:

- (a) Future periodic payments with respect to the Participant must be the same as the future periodic payments, if any, that would have been paid with respect to the Participant had payments actually commenced on the retroactive annuity starting date.
- (b) The Participant receives a make-up payment equal to the amount of the missed payment or payments for the period from the retroactive annuity starting date to the date of the make-up payment, with an appropriate adjustment for interest from the date that the missed payment or payments would have been made to the date of the make-up payment.
- (c) The benefit determined as of the retroactive annuity starting date complies with the requirements of Code Section 415, with the applicable interest rate and applicable mortality table determined as of that date.
- (d) The retroactive annuity starting date does not precede the date upon which the Participant could have otherwise commenced receiving benefits under the terms of the Plan in effect as of the retroactive annuity starting date.

If the Participant's spouse as of the retroactive annuity starting date is not the Participant's spouse as of the date distributions commence, consent of the former spouse is not required for the Participant to waive the Fifty Percent (50%) Joint and Survivor Annuity with respect to the retroactive annuity starting date, unless otherwise provided under a qualified domestic relations order (as defined in Code Section 414(p)).

PENSION PLAN PART A – PLAN DOCUMENT

ARTICLE VIII

ROLLOVER AND DIRECT TRANSFER OF BENEFIT PAYMENTS

Section 1. This Article applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

Section 2. Definitions.

- A. **Eligible rollover distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- B. **Eligible retirement plan:** An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified trust described in Section 401(a) of the Code or an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.
- C. **Distributee:** A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.
- D. **Direct rollover:** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

Section 3. Non-Spouse Rollovers. If a participant dies leaving a benefit to a designated beneficiary who is not his spouse, the designated beneficiary may roll over the assets to an inherited Individual Retirement Account in accordance with the following rules:

- A. The rollover must meet all the requirements of an eligible rollover distribution as defined in Article VIII, Section 2 except that the distributee may be a non-spouse beneficiary.
- B. The rollover must be accomplished by a direct trustee-to-trustee transfer.
- C. The Individual Retirement Account must be established as an inherited Individual Retirement Account.
- D. The rollover must comply with the minimum distribution rules found in § 401(a)(9) of the Internal Revenue Code. If the Participant dies before his required beginning date, the rollover must be made in accordance with either the five-year rule described in § 401 (a)(9)(B)(ii) or the life expectancy rule described in § 401 (a)(9)(B)(iii). Rollovers made in accordance with the five-year rule must be completed by the end of the calendar year which contains the fifth anniversary of the

PENSION PLAN PART A – PLAN DOCUMENT

date of the Participant's death. Rollovers made in accordance with the life expectancy rule must be made by the end of the calendar year following the year of the Participant's death.

- E. The plan may make a direct rollover to an inherited Individual Retirement Account on behalf of a trust in accordance with these rules where the trust is the named beneficiary of the Participant, provided the beneficiaries of the trust meet the requirements to be a designated beneficiary under the plan.

The rollover must otherwise be in accordance with applicable law.

Section 4. Roth IRA Rollovers. Effective January 1, 2008, a Participant or spouse beneficiary with an adjusted gross income of less than \$100,000 who is not married or who has filed a joint tax return with his or her spouse, will be permitted to rollover all or a portion of an eligible rollover distribution to a Roth Individual Retirement Account established under 408 (A) of the Internal Revenue Code via a direct trustee-to-trustee transfer. Effective January 1, 2010 a participant or spouse beneficiary will be permitted to rollover all or a portion of an eligible rollover distribution to a Roth Individual Retirement Account via a direct trustee-to-trustee transfer regardless of his or her adjusted gross income and regardless of his or her tax filing status.

PENSION PLAN PART A – PLAN DOCUMENT

ARTICLE IX

PRO-RATA PENSION

This Article is effective for hours worked under a Related Plan under the terms of a written pro rata reciprocity agreement between the Related Plan and this Plan.

Section 1. Purpose.

Pro-rata pensions are provided under this Plan for Participants who would otherwise be ineligible for an early or normal pension under this Plan and/or a Related Plan because their years of employment have been divided between employment creditable under this Plan and employment creditable under other plans. The provisions of this Article do not apply to any other benefits provided by this Plan, such as disability retirement benefits or death benefits.

Section 2. Related Plans.

By resolution duly adopted, the Board of Trustees may recognize another pension plan as a Related Plan.

Section 3. Related Hours.

The term "Related Hours" means hours of employment which are creditable under a Related Plan.

Section 4. Related Credit.

The term "Related Credit" means years of service, or portions thereof, creditable to a Participant under a Related Plan excluding, however, any Related Credit based on work of the type which had it been performed under this Plan would be contiguous Non-Covered Employment.

Section 5. Combined Credited Service.

The term "Combined Credited Service" means the total of a Participant's Related Credit plus the Credited Service accumulated under this Plan (hereinafter referred to as "Local 332 Credited Service"), excluding, however, any Credited Future Service earned in contiguous Non-Covered Employment.

Section 6. Non-Duplication.

A Participant shall not receive duplicate credit for the same period of employment. Not more than one (1) year of Credited Service shall be allowed for employment during any twelve (12) calendar month period.

Section 7. Eligibility for a Pro-Rata Pension.

- A. A Participant who is retired shall be eligible for a pro-rata early or normal retirement pension if he/she would be eligible for either type of pension under this Plan, were the Combined Credited Service treated as Local 332 Credited Service.
- B. Related Hours shall be considered in determining whether a Participant has incurred a break-in-service as defined in this Plan.

Related Hours shall not be considered in determining whether a Participant has accumulated the number of years of Future Credited Service in this Plan required to qualify for a distribution of benefits described in Article V.

Section 8. Amount of the Pro-Rata Pension.

A Pro-Rata Pension shall be a monthly amount determined in the same way as the Regular or Early Retirement (whichever is applicable) based only on the Local 332 Credited Service.

Section 9. Payment.

Payment of a Pro-Rata Pension shall be subject to all of the conditions applicable to the other types of pensions under this Plan.

PENSION PLAN PART A – PLAN DOCUMENT

Section 10. Pro-Rata Effective Date.

The effective date of a reciprocity agreement and the pro-rata pension will vary depending upon the date this Plan enters into the reciprocal agreement with the other plan. Retirement prior to the effective date of the reciprocity agreement will not be affected by the reciprocity agreement, and credited service lost under this Plan because of a permanent break-in-service occurring prior to the effective date of a reciprocity agreement will not be restored by a reciprocity agreement with an effective date subsequent to the date the permanent break-in-service occurred and credit was lost.

Section 11. Pro-Rata Termination Date.

No Related Credit shall be allowed under this Plan for hours worked after the termination date of the applicable pro-rata reciprocity agreement. The pro-rata reciprocity agreement with the Central California I.B.E.W. / NECA Pension Trust Fund terminated on May 1, 1995. All other pro-rata reciprocity agreements terminated effective December 31, 1993.

PENSION PLAN PART A – PLAN DOCUMENT

ARTICLE X

AMENDMENT AND TERMINATION

Section 1. The Trustees may at any time or times modify, alter or amend the Plan in any respect, retroactively or otherwise. However, no such modification, alteration or amendment shall adversely affect any Retirement Benefit for which any retired Participant is eligible, except as may be required to obtain or retain state or federal tax exemption or to comply with any other federal or state law or regulation.

Section 2. The parties establishing the Trust reserve the right to discontinue the Plan at any time. Upon termination or partial termination of the Plan, all Participants are one hundred percent (100%) vested to the extent of funding in the Plan for said benefits. The assets then remaining in the Pension Plan after providing for the expenses of the Plan shall be allocated to the extent that they shall be sufficient for the purposes of providing and continuing the retirement benefits which had been granted and accrued to Participants as of the date of the termination of the Plan. If any assets thereafter remain available for distribution, they shall be distributed in the following class order preference:

- A. Participants who are retired because of disability and who, as of the date of termination, have not attained age sixty-five (65);
- B. Participants for whom Retirement Benefits have not previously been provided, and who have satisfied the requirements described in Article V, Section 1 for a nonforfeitable normal retirement benefit.
- C. Participants not included in B above, for whom Retirement Benefits have not previously been provided, and who have completed at least ten (10) years of Credited Service and attained age fifty-five (55);
- D. All remaining Participants for whom Retirement Benefits have not been previously provided.

Section 3. If the assets remaining in the Pension Plan are insufficient to provide the Retirement Benefits for Participants in any of the above classes A through D, then the monthly amount of Retirement Benefit to be provided for each Participant of such class, to the exclusion of the succeeding classes, shall be proportionately reduced until the Pension Plan assets are completely exhausted.

Section 4. The first payment of any Retirement Benefit provided for a Participant by such allocation shall be made on the second to occur of:

- A. The first day of the month next following the date of termination, and
- B. The first day of the month coinciding with or otherwise next following such Participant's attainment of age sixty-five (65).

PENSION PLAN PART A – PLAN DOCUMENT

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. Nothing contained herein gives, nor is intended to give, any Participant the right to be retained in the employ of any employer.

Section 2. All elections and designations made by Participants under the Plan shall be submitted on forms prescribed and furnished by the Trustees.

Section 3. Participants and contingent annuitants shall be required to provide evidence of date of birth and sex for each, satisfactory to the Trustees, before any optional election will be made effective.

Section 4. All benefits under the Plan shall be paid from assets held in Trust for the exclusive purpose of providing benefits to Participants and beneficiaries and defraying reasonable expenses of administering the Plan as authorized by the Trustees pursuant to the Plan or the Trust Agreement. Such assets shall be held in Trust under a custodial agreement with a bank or under any other lawful contractual arrangement authorized by the Trustees pursuant to the Trust Agreement.

Section 5. The Trustees from time to time shall determine the immediate and long term financial requirements of the Plan and, on the basis of such determination, establish a policy and method of funding which enable the Trustees or the investment manager or managers, if any, to coordinate the investment policies of the Plan's funds with the objectives and financial needs of the Plan.

Section 6. Contributions and benefits under this Plan shall comply with the limitations set forth in Section 415 of the Internal Revenue Code and regulations promulgated pursuant thereto, which limitations are hereby incorporated by reference. The following language describes some of the applicable definitions and limitations:

A. General Limit:

- (1) Notwithstanding any other provision of this Plan, the annual pension payable with respect to any Participant shall not exceed One Hundred Sixty Thousand Dollars (\$160,000), as adjusted, effective January 1 of each year, under Section 415(d) of the Code in such manner as the Secretary shall prescribe. A limitation as adjusted under Section 415(d) of the Code will apply to limitation years ending with or within the calendar year for which the adjustment applies. This Section shall be effective for limitation years ending after December 31, 2001.

Benefit increases resulting from the increase in the limitations of Section 415(b) of the Code will be provided to all employees participating in the Plan who have one hour of service on or after the first day of the first limitation year ending after December 31, 2001.

- (2) This limit shall not apply to any pension that does not exceed One Thousand Dollars (\$1,000) a year for each year of service with an employer, including years before the employer adopted this Plan, up to a maximum of Ten Thousand Dollars (\$10,000), unless the Participant has also been covered by an individual account plan to which an employer contributed on the behalf of the Participant.
- (3) The limitations in this section shall be applied as if all employers were a single employer, without distinguishing among them as to the source of a Participant's benefits, contributions, earnings or service.

B. For Purposes of this Section:

- (1) "Pension" means an annual benefit payable at age sixty-five (65) as a straight life annuity with no ancillary benefits, a Husband-and-Wife Pension, and a Disability pension. A benefit payable in any other form shall be converted to the Actuarial Equivalent of a straight life annuity, for the purposes of applying these limits, based on a five percent (5%) interest assumption. Other required adjustments are provided for below.

PENSION PLAN PART A – PLAN DOCUMENT

- (2) "Compensation" means all earnings and any other taxable compensation received for a year from any employer, or from any company in an employer's controlled group or affiliated service group within the meaning of Sections 414(b), (c), or (m) of the Internal Revenue Code.
- C. Maximum Permissible Benefit. The "maximum permissible benefit" is the defined benefit dollar limitation (adjusted where required as provided in (1) and, if applicable, in (2) or (3) below).
- (1) If the Participant has fewer than ten (10) years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number or years (or part thereof) of participation in the Plan and (ii) the denominator of which is ten (10).
- (2) If the benefit of a Participant begins prior to age of sixty-two (62), the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the Actuarial Equivalent of the defined benefit dollar limitation applicable to the Participant at age sixty-two (62) (adjusted under (1) above, if required). The defined benefit dollar limitation applicable at an age prior to age sixty-two (62) is determined as the lesser of (i) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation using the interest rate and mortality table (or other tabular factor) specified in Exhibit B of the Plan or (ii) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent (5%) interest rate and the applicable mortality table as defined in Exhibit B of the Plan. Any decrease in the defined benefit dollar limitation determined in accordance with this paragraph (2) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account. This subsection shall not apply to a Disability Pension.
- (3) If the benefit of a Participant begins after the Participant attains age sixty-five (65), the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is the Actuarial Equivalent of the defined benefit dollar limitation applicable to the Participant at age sixty-five (65) (adjusted under (1) above, if required). The Actuarial Equivalent of the defined benefit dollar limitation applicable at an age after sixty-five (65) is determined as the lesser of (i) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Exhibit B of the Plan or (ii) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using a five percent (5%) interest rate assumption and the applicable mortality table as defined in Exhibit B of the Plan. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.
- D. Protection of Prior Benefits. For any year before 1992, the limitations prescribed by Section 415 of the Internal Revenue Code as in effect before enactment of the Tax Equity and Fiscal Responsibility Act of 1982 shall apply, and no pension earned under this Plan prior to 1986 shall be reduced on account of the provisions of this Section if it would have satisfied those limitations under that prior law.

Section 7. All other provisions of this Plan notwithstanding, no merger or consolidation with, or transfers of assets or liabilities to, any other plan shall be made unless each Participant in this Plan would receive a benefit, if the Plan then terminated immediately after the merger, consolidation or transfer, which is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer if the Plan had then terminated. The provisions of this Section shall become applicable and operative only to the extent determined by the Pension Benefit Guaranty Corporation.

PENSION PLAN PART A – PLAN DOCUMENT

Section 8. None of the benefits payable hereunder shall be subject to the claims of any creditor of any Participant or beneficiary, nor shall the same be subject to attachment, garnishment or other legal or equitable process by any creditor of the Participant or beneficiary, nor shall any Participant or beneficiary have any right to alienate, anticipate, commute, pledge, encumber or assign any of such benefits. Notwithstanding the foregoing, benefits shall be paid in accordance with the applicable requirements of any "qualified domestic relations order" as defined in Section 206(d)(3) of ERISA.

Section 9. Part A of this Plan and the Trust which holds contributions to fund the benefits described therein may accept lump sum distributions from the Part B Plan. It is understood that Part B is a separate qualified plan as defined in the Internal Revenue Code. Acceptance of contributions by the Part A Plan from the Part B Plan is pursuant to Internal Revenue Code Section 402(a)(5), 403(a)(4) and TIR 1676. Said contributions shall be accepted by the Part A Plan and Trust directly from the Part B Plan for the use of buying an annuity or otherwise providing Participant benefits as is allowed under the terms of the Part A Plan. The Participant shall be allowed to direct the Trustees to so transfer the assets in his/her Part B Plan at the time said Participant becomes eligible for distribution of the account balance in the Part B Plan.

Section 10. This Plan of retirement benefits maintained by the I.B.E.W. Local 332 Pension Trust Fund has been amended from time to time. The Plan so amended shall hereafter be evidenced by the Plan of retirement benefits contained in Articles III, IV, V & VI and in the Plan as may be further amended from time to time. This restated Plan shall not apply to former Participants who are retired or otherwise terminated their participation under the prior plan unless this Plan or subsequent amendments indicate otherwise. The benefits or credits earned by such a former Participant shall continue to be governed by the provisions of the plan in effect at the time the Participant earned the benefits or credits. In addition any break-in-service shall be covered by the break-in-service rule in effect at the time the break would have occurred under that rule rather than the rule at the time of retirement.

Section 11. Compensation. Compensation shall mean the total amount of all payments made by the employer to an employee for services rendered to the employer including any amounts included in the definition of compensation under Treasury Regulations 1.415(c)-2(d), commissions, overtime pay, bonuses, but compensation shall not include director's fees, contributions made by the employer under the Plan, payments made by the employer for group insurance, hospitalization and like benefits, nor contributions made by the employer under any other employee benefit plan it maintains. Furthermore, for purposes of a contribution or an allocation under the Plan based on compensation, compensations shall only include amounts actually paid an employee during the period he/she is a Participant in the Plan.

Effective January 1, 2002, the annual compensation of each employee taken into account under the Plan for any year shall not exceed Two Hundred Thousand Dollars (\$200,000). Until January 1, 2002, the annual compensation of each employee taken into account under the Plan shall not exceed One Hundred Fifty Thousand Dollars (\$150,000).

The \$200,000 limit on annual compensation shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

PENSION PLAN PART A – PLAN DOCUMENT

ARTICLE XII

MINIMUM DISTRIBUTION REQUIREMENTS

Section 1. General Rules.

- A. **Effective Date.** The provisions of this Article will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- B. **Precedence.** The requirements of this Article will take precedence over any inconsistent provisions of the Plan.
- C. **Requirements of Treasury Regulations Incorporated.** All distributions required under this Article will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Internal Revenue Code.
- D. **TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of this Article, other than Section 1.C., distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

Section 2. Time and Manner of Distribution.

- A. **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.
- B. **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
 - (2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 2.B., other than Section 2.B(1), will apply as if the surviving spouse were the Participant.

For purposes of this Section 2 and Section 5, distributions are considered to begin on the Participant's required beginning date (or, if Section 2.B.(4) applies, the date distributions are required to begin to the surviving spouse under Section 2.B.(1)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 2.B.(1)), the date distributions are considered to begin is the date distributions actually commence.

- C. **Form of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 3, 4 and 5 of this Article. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in

PENSION PLAN PART A – PLAN DOCUMENT

Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

Section 3. Determination of Amount to be Distributed Each Year.

- A. General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
- (1) The annuity distributions will be paid in periodic payments made at intervals not longer than one year.
 - (2) The distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 4 or 5.
 - (3) Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted.
 - (4) Payments will either be nonincreasing or increase only as follows:
 - (a) By an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - (b) To the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 4 dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Internal Revenue Code;
 - (c) To provide cash refunds of employee contributions upon the Participant's death; or
 - (d) To pay increased benefits that result from a Plan amendment.
- B. Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 2.B.(1) or 2.B.(2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.
- C. Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

Section 4. Requirements For Annuity Distributions That Commence During Participant's Lifetime.

- A. Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.
- B. Period Certain Annuities. Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity

PENSION PLAN PART A – PLAN DOCUMENT

distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 4.B., or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

Section 5. Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

- A. **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 2.B(1) or 2.B(2), over the life of the designated beneficiary or over a period certain not exceeding:
 - (1) Unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
 - (2) If the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.
- B. **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- C. **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin.** If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section 5 will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 2.B(1).

Section 6. Definitions.

- A. **Designated Beneficiary.** The individual who is designated as the beneficiary under Article I, Section 20 of the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.
- B. **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 2.B.
- C. **Life Expectancy.** Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations.
- D. **Required Beginning Date.** The date specified in Article VII, Section 1 of the Plan.

PENSION PLAN PART A – PLAN DOCUMENT

IN WITNESS WHEREOF, the Trustees have approved and adopted this amended Pension Plan July 24, 2008 at San Jose, California.

MANAGEMENT TRUSTEES

William T. Barrow

Bill Pfeiffer

Patrick L. Mark

Timothy Daniels

LABOR TRUSTEES

Richard Bratthauer

Gerald E. Pfeiffer

Craig Simmons

Robert V. Tagni

PENSION PLAN PART A

APPENDIX A

PAST CREDITED SERVICE

FOR WORK PERFORMED PRIOR TO JANUARY 1, 1972

<u>Hours Worked in Calendar Year</u>	<u>Credit</u>
Less than 300	0.0
300 but less than 370	0.1
370 but less than 440	0.2
440 but less than 510	0.3
510 but less than 590	0.4
590 but less than 670	0.5
670 but less than 750	0.6
750 but less than 830	0.7
830 but less than 910	0.8
910 but less than 1,000	0.9
1,000 and over	1.0

FUTURE CREDITED SERVICE

**FOR WORK PERFORMED BETWEEN APRIL 25, 1972 AND
DECEMBER 31, 1972**

<u>Hours Worked in Calendar Year for Which Payment is Made to the Fund</u>	<u>Credit</u>
Less than 200	0.0
200 but less than 246	0.1
246 but less than 293	0.2
293 but less than 340	0.3
340 but less than 393	0.4
393 but less than 446	0.5
446 but less than 500	0.6
500 but less than 553	0.7
553 but less than 606	0.8
606 but less than 666	0.9
666 and over	1.0

PENSION PLAN PART A – APPENDIX A

APPENDIX A
Continued

FUTURE CREDITED SERVICE

FOR ALL WORK PERFORMED AFTER JANUARY 1, 1973

<u>Hours Worked In Calendar Year for Which Payment is Made to the Fund</u>	<u>Credit</u>
Less than 300	0.0
300 but less than 370	0.1
370 but less than 440	0.2
440 but less than 510	0.3
510 but less than 590	0.4
590 but less than 670	0.5
670 but less than 750	0.6
750 but less than 830	0.7
830 but less than 910	0.8
910 but less than 1,000	0.9
1,000 and over	1.0

PENSION PLAN PART A

APPENDIX B

INTEREST AND MORTALITY RATES

The interest rate for pre-retirement shall be 7.5% per annum compounded annually, and post-retirement shall be 7% per annum compounded annually. Mortality rates for Participants shall be based upon the mortality table prescribed in Revenue Ruling. 2001-62. Mortality rates for spouses shall be based upon the mortality table prescribed in Revenue. Ruling. 2001-62. For determinations made for annuity starting dates on or after January 1, 2008 mortality rates for participants and their spouses shall be based upon the mortality table prescribed by Section 417 (e)(3)(B).

PENSION PLAN PART A

APPENDIX C

PENSION CALCULATION EXAMPLES

Example 1. (Normal Retirement)

Employee A enters the Plan when the Plan started at which time the employee was age 50 and had a total of nine years of Past Service Credit. The retirement commenced after January 1, 1985 and prior to January 1, 1989 therefore each year of Past Service would be credited at the rate of \$10.00 per year.

Past Service: 9 years at \$10.00 per year..... \$ 90.00

Future Service:

<u>Year</u>	<u>Employer Contribution Amount</u>	<u>Future Service Credit</u>
1972	\$ 256.00 x 3.0%	\$7.68
1973	\$ 300.00 x 3.0%	\$9.00
1974	\$ 320.00 x 3.0%	\$9.60
1795	\$ 650.00 x 3.0%	\$19.50
1976	\$ 675.00 x 3.0%	\$20.25
1977	\$1,125.00 x 3.0%	\$33.75
1978	\$1,350.00 x 3.0%	\$40.50
1979	\$1,575.00 x 3.0%	\$47.25
1980	\$1,725.00 x 3.0%	\$51.75
1981	\$1,725.00 x 3.0%	\$51.75
1982	\$2,287.00 x 3.0%	\$68.61
1983	\$3,000.00 x 3.0%	\$90.00
1984	\$3,150.00 x 3.0%	\$94.50
1985	\$3,600.00 x 3.0%	\$108.00
1986	\$3,600.00 x 3.0%	\$108.00
1987	\$3,600.00 x 3.0%	<u>\$108.00</u>

Total Future Service Credit\$868.14

TOTAL MONTHLY BENEFIT AT AGE 65 \$ 958.14

Example 2. (Normal Retirement)

Employee B enters the Plan at the same time as Employee A but only has four years of Credited Past Service and was age 34 at the time he/she entered the Plan in 1972.

The employee also worked for a contributing employer more than 300 hours in 1985-86 and 87, thus entitling him or her to the \$20 Past Service Benefit.

Past Service: 4 years at \$20.00 per year.....\$ 80.00

Future Service:

<u>Year</u>	<u>Employer Contribution Amount</u>	<u>Future Service Credit</u>
1972 through 1983.....	\$39,488.00 x 3.00%	\$1,184.64
1984 through 1988.....	\$12,010.00 x 3.25%	\$ 390.33
1989 through 1992.....	\$35,000.00 x 3.50%	\$1,225.00

Quit at Age 64 and Started his/her Pension at Age 65

MONTHLY BENEFIT\$2,879.97

Examples 1 & 2 assume the hourly employer contribution will remain the same as it is in 1986.

Example 3. (Early Retirement)

Employee C enters the Plan in 1972 and is age 40 and works to the age of 60 at which time he/she elects to take Early Retirement under the Plan. Employee C had eight years of past service and accumulated the following Future Service Credits, and also worked more than 300 hours in the year 1985-86 and 87.

Past Service: 8 years at \$20.00 per year \$160.00

Future Service:

<u>Year</u>	<u>Employer Contribution Amount</u>	<u>Future Service Credit</u>
1972 through 1983.....	\$24,924.00 x 3.00%	\$747.72
1984 through 1988.....	\$10,385.00 x 3.25%	\$337.51
1989 through 1992.....	\$10,385.00 x 3.50%	\$363.48

Total Benefits \$1,608.71

Less ¼ of 1% for each month prior to age 65.

60 months early = 15% reduction

Less 15% \$ 241.31

MONTHLY EARLY RETIREMENT BENEFIT \$1,367.40

TABLE OF CONTENTS

PENSION PLAN PART B

	<u>Page</u>
Type of Plan	1
When did the Plan start?	1
Will I receive my funds prior to retirement?	1
Are the employer's contributions taxable income to me?	1
What happens to my accumulated funds in the event of my death before retirement?	1
Source of Contributions	1
Entities Used For the Accumulation of Assets and Payment of Benefits	1
Plan Year	2
What happens to the accumulation account if I die after retirement?	2
What happens if I enter military service?	2
If I am married, will my retirement benefits be in the form of a Joint and Survivor pension?	2
As a retiree, what forms of retirement benefit are available to me under the Plan?	2
How are the Plan assets invested?	2
What happens upon dissolution of marriage?	2
Searches for missing participants and beneficiaries	3
May I direct the investment of my account?	3
Is there any charge for directing the investment of my account?	3
ARTICLE I DEFINITIONS	4
Section 1.1 Accrued Benefit	4
Section 1.2 Annual Additions	4
Section 1.3 Beneficiary	4
Section 1.4 Collective Bargaining Agreement	4
Section 1.5 Contribution	4
Section 1.6 Contribution Period	4
Section 1.7 Covered Employment	4
Section 1.8 Deferred Retirement Date	5
Section 1.9 Disability Retirement Date	5
Section 1.10 Effective Date	5
Section 1.11 Employee	5
Section 1.12 Employer	5
Section 1.13 ERISA	5
Section 1.14 Investment Source	5
Section 1.15 Joint and Survivor Annuity	5

PENSION PLAN PART B - TABLE OF CONTENTS

	<u>Page</u>
Section 1.16	Qualified Optional Survivor Annuity6
Section 1.17	Non-Qualified Employment6
Section 1.18	Participant6
Section 1.19	Participant's Basic Account6
Section 1.20	Permanent and Total Disability6
Section 1.21	Plan.....6
Section 1.22	Plan Year.....6
Section 1.23	Regular Retirement Age6
Section 1.24	Regular Retirement Date6
Section 1.25	Termination of Employment6
Section 1.26	Trust6
Section 1.27	Trustees.....7
Section 1.28	Union7
Section 1.29	Vested Interest.....7
ARTICLE II	ELIGIBILITY, PARTICIPATION AND ADMINISTRATION8
Section 2.1	Eligibility.....8
Section 2.2	Administration8
Section 2.3	Participation8
ARTICLE III	CONTRIBUTIONS9
Section 3.1	Employer Contributions.....9
Section 3.2	Crediting of Employer Contributions9
Section 3.3	Credit for Qualified Military Service.....9
ARTICLE IV	RETIREMENT BENEFITS10
Section 4.1	Retirement.....10
Section 4.2	Forms of Payment.....10
Section 4.3	Permanent and Total Disability Retirement.....11
Section 4.4	Proof of Disability11
Section 4.5	Terminal Illness.....11
ARTICLE V	DEATH BENEFITS.....13
Section 5.1	Death Before Retirement.....13
Section 5.2	Death After Retirement13
Section 5.3	Designation of Beneficiary.....13
ARTICLE VI	TERMINATION OF EMPLOYMENT14
Section 6.1	Distribution of Small Accounts.....14
ARTICLE VII	DISTRIBUTION OF BENEFITS.....15
Section 7.1	Distribution in General.....15

PENSION PLAN PART B - TABLE OF CONTENTS

	<u>Page</u>
Section 7.2	Payment of Benefits 15
Section 7.3	Election of Benefits 15
Section 7.4	Limitation on Payments 15
Section 7.5	Non-Transferable 15
Section 7.6	Hurricane Katrina Distributions 16
ARTICLE VIII	ROLLOVERS AND DIRECT TRANSFERS 17
ARTICLE IX	PARTICIPANTS' RIGHTS 19
Section 9.1	General Rights of Participants and Beneficiaries 19
Section 9.2	Claims and Appeals Procedure 19
Section 9.3	Limitation of Rights 21
Section 9.4	Mergers and Consolidations 21
ARTICLE X	ANNUAL ADDITIONS 22
Section 10.1	Limitations on Annual Additions to Participant's Basic Account 22
Section 10.2	Hourly Contributions 22
Section 10.3	Compensation 22
Section 10.4	Annual Compensation 22
ARTICLE XI	INVESTMENT SOURCE AND PARTICIPANTS' ACCOUNTS 23
Section 11.1	Investment Source 23
Section 11.2	Participants' Accounts 23
Section 11.3	Investment Options 23
Section 11.4	Search For Missing Participants And Beneficiaries 23
ARTICLE XII	AMENDMENT OR TERMINATION OF THE PLAN 24
Section 12.1	Amendment of the Plan 24
Section 12.2	Conditions of Amendment 24
Section 12.3	Termination of the Plan 24
Section 12.4	Full Vesting 24
Section 12.5	Approval by the Internal Revenue Service 24
Section 12.6	Subsequent Unfavorable Determination 24
ARTICLE XIII	MISCELLANEOUS 25
Section 13.1	Non-Reversion 25
Section 13.2	Gender and Number 25
Section 13.3	Reference to the Code and ERISA 25
Section 13.4	Governing Law 25
Section 13.5	Compliance with the Code and ERISA 25
Section 13.6	Investment Manager 25
Section 13.7	Limitation on Trustee Liability 25

PENSION PLAN PART B - TABLE OF CONTENTS

	<u>Page</u>
ARTICLE XIV DISTRIBUTION OF BENEFITS.....	26
Section 14.1 General Rules	26
Section 14.2 Time and Manner of Distribution	26
Section 14.3 Required Minimum Distributions During Participant's Lifetime	27
Section 14.4 Required Minimum Distributions After Participant's Death.....	27
Section 14.5 Definitions	28
BOARD OF TRUSTEES	30
Plan Administrator	30
Union.....	30
Employee Benefit Plan Consultants.....	30
Actuary.....	30
Legal Counsel.....	30
Investment Consultants.....	30
Auditor.....	30
Investment Managers	30

**PENSION PLAN PART B
(DEFINED CONTRIBUTION PLAN)**

QUESTIONS AND ANSWERS

This section answers frequently asked questions about Part B, the Defined Contribution Plan. This pension plan is intended to comply with the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA) as amended.

Type of Plan

This part of your Pension Plan is known as a Defined Contribution Plan and is completely separate from Part A, the Defined Benefit Plan. Under Part B, a portion of your employer's hourly pension contribution is credited to your account.

When did the Plan start?

The original "effective date" of this Plan was January 1, 1972.

Will I receive my funds prior to retirement?

Yes. Under certain circumstances, you will receive your accumulated funds in Part B. They are as follows:

If you are not employed under covered employment for a period of twelve (12) consecutive months, you will receive the amount in your individual account, provided that the total account balance does not exceed \$2,000.

If your account balance is more than \$2,000, your account shall remain in the Fund and participate in the gains and losses with all the other accounts and shall become active whenever you return to work under the jurisdiction of I.B.E.W. Local 332.

A single lump sum payment of \$5,000 will be made if you have not been employed under covered employment for a period of twenty-four (24) consecutive months.

The funds also are available to you upon early or normal retirement, or for your beneficiary in the event of your death.

Are the employer's contributions taxable income to me?

No. The employer contributions are not taxable income to you, nor are earnings thereon, as this is a tax exempt qualified Pension Trust. Certain distributions from the Plan are subject to 20% federal income tax withholding. All benefits paid to you are taxable income and must be reported.

What happens to my accumulated funds in the event of my death before retirement?

Your beneficiary will receive the value of your Part B accumulation account as of the valuation coincidental with or immediately following the date of your death, provided you and your spouse have elected in writing not to be covered by a qualified pre-retirement survivor annuity as detailed in Article V, Section 5.1 of the Plan Document.

Source of Contributions

The Defined Contribution Plan, Part B is funded through employer contributions, the amounts of which are specified in the collective bargaining agreement.

Entities Used For the Accumulation of Assets and Payments of Benefits

There are two methods of investment of assets. Assets are invested at the direction of the Trustees through insurance companies and professional investment managers and assets are invested in accounts at the direction of the participating participants.

PENSION PLAN PART B - QUESTIONS AND ANSWERS

The participant self-directed investment accounts are managed by investment managers selected by the Board of Trustees.

The investment options for participant directed accounts may change from time to time and are described separately.

Plan Year

January 1 through December 31.

What happens to my account if I die after retirement?

If you die after retirement and you had not elected an installment benefit payment, your Beneficiary shall be entitled to a benefit equal to the remaining value of your Basic Account upon your death. If a retirement benefit was selected by you, the conditions of the selected benefit provision will prevail.

What happens if I enter military service?

If you earn benefits under this Plan, leave the trade to serve on active duty in the U.S. military, and then return promptly to covered employment, you may be entitled to additional benefits based on your period of military service. Contributions and benefits for any period of qualified military service will be calculated based upon the contributions earned by you during the twelve (12) months immediately prior to your period of military service.

If I am married, will my retirement benefits be in the form of a Joint and Survivor pension?

Yes. This Plan automatically provides a 50% Joint and Survivor benefit to you if you are married at the time you retire, unless you and your spouse elect to reject such benefit in writing. If you choose not to elect this benefit, your application must include your spouse's written and notarized consent to this decision. Once this decision has been made and retirement benefits are being paid, this selection cannot be changed.

As a retiree, what forms of retirement benefit are available to me under the Plan?

All forms including a lump sum payment, monthly payments until the Basic Account is exhausted, a 50% or 100% Joint and Survivor Annuity, 75% Qualified Optional Survivor Annuity, or an annuity payable for 10, 15 or 20 years certain or the life of the annuitant, if later.

How are the Plan assets invested?

Except as otherwise directed by individual participants, all Plan assets are invested by professional investment managers selected by the Board of Trustees. Investments include a diversified portfolio of stocks, bonds, real estate, government issues, commercial paper and other high quality investments.

What happens upon dissolution of marriage?

If your marriage ends, you and your spouse may wish to divide your benefit account as part of your marital property settlement. If your former spouse is to receive any part of your benefit account, you must obtain a court order which meets certain legal requirements. The Plan will assist you and/or your attorneys in preparing the necessary order. Details are available from the Plan Administrator.

Benefit payments to your former spouse under a marital property settlement cannot begin until the earliest date you would be eligible to receive a payment from the Plan.

Effective October 1, 2003, you and your ex-spouse will be charged Six Hundred Dollars (\$600) to determine whether a domestic relations order is qualified. The fee will be divided equally between the parties and will be deducted automatically from your accounts at the time the Qualified Domestic Relations Order (QDRO) is accepted.

PENSION PLAN PART B - QUESTIONS AND ANSWERS

Searches for Missing Participants and Beneficiaries.

If you or a beneficiary are eligible for a distribution, and the Plan Administrator is required to employ a private service to find you or your beneficiary, the expenses incurred for the search will be deducted from your individual account.

May I direct the investment of my account?

Yes, the Board of Trustees have arranged for several investment organizations at the recommendation of the investment advisors to invest employee self-directed funds. Various investment fund options are provided that fulfill the requirements of Article XI, section 11.3 of the Plan Document.

Currently you may self-direct the investment of up to 100% of current employer contributions and may also self-direct up to 50% of funds as a result of previous employer contributions.

The investment organizations and accounts available as of July 1, 2008 are as follows:

<u>INVESTMENT MANAGER</u>	<u>FUND NAME / INVESTMENT OPTION</u>
American Funds	EuroPacific Growth Fund (AEPGX)
American Funds	Growth Fund of America (AGTHX)
Calamos Holdings, LLC.....	Calamos Growth Fund (CVGRX)
DFA.....	U.S. Targeted Value
Dodge & Cox.....	Dodge & Cox Stock Fund (DODGX)
Ferguson Wellman Capital Management, Inc.....	U.S. Core Equity
J.P.Morgan.....	Core Bond (PGBX)
Loomis/ Sayles.....	Small Cap Growth (LCGRX)
McMorgan & Company.....	McMorgan Fixed Income
Pacific Investment Management Company, LLC	PIMCO StocksPLUS Fund (PSPAX)
Pacific Investment Management Company, LLC	PIMCO Total Return (PTTAX)
Prudential	Retirement Real Estate Fund (PRREF)
Templeton	Global Bond (TPINX)
Thornburg Investment Management.....	Thornburg International Value Fund (TIVRX)
U.S. Trust Company.....	I.B.E.W. Stable Value Fund
Vanguard Group.....	Extended Market Index (VIEIX)
Vanguard Group.....	Total International Stock Fund (VGTSX)
Vanguard Group.....	Total Stock market Index Fund (VTSMX)

Is there any charge for self-directing the investment of my account?

Participant directed accounts invested through the organizations selected by the Board of Trustees are charged an administration and investment management fee reflecting the expense of providing these options.

I.B.E.W. LOCAL NO. 332 PENSION PLAN (PART B)
(Official Text as Amended and Restated Effective July 1, 2008)

PLAN DOCUMENT

ARTICLE I

DEFINITIONS

1.1 ACCRUED BENEFIT. The term Accrued Benefit means the balance of the accounts maintained for each Participant adjusted for withdrawals, income, expenses and realized and unrealized gains and losses, attributed thereto.

1.2 ANNUAL ADDITIONS. The term Annual Additions means the amount contributed to the Participant's Account for any Plan Year which is equal to the employer contributions less expenses.

1.3 BENEFICIARY. The term Beneficiary means the person or entity designated by the Participant to receive his/her remaining account balance in the event of the Participant's death. If no designation was made, or if no designated Beneficiary has survived the Participant, the Beneficiary shall be the first eligible survivors on the following list:

- (a) The Participant's spouse;
- (b) The Participant's descendants, including legally adopted children, by representation as specified in Section 240 of the California Probate Code;
- (c) The Participant's parents;
- (d) Descendants of the Participant's parents, including legally adopted children, by representation as specified in Section 240 of the California Probate Code;
- (e) Executors or administrators of the Participant's estate.

1.4 COLLECTIVE BARGAINING AGREEMENT. The term Collective Bargaining Agreement means:

- (a) The current agreement between the Union and the National Electrical Contractors Association, Santa Clara Valley Chapter, which provides for the making of employer contributions to the Trust.
- (b) Any other Collective Bargaining Agreement, which has been approved by the Trustees, between the Union and any employer, which provides for the making of employer contributions to the Trust.
- (c) Any extensions, amendments, modifications, or renewals of any of the above described Collective Bargaining Agreements, or any substitution or successor agreement or agreements, which provide for the making of employer contributions to the Trust.

1.5 CONTRIBUTION. The term Contribution means the amount to be paid to the Trust as required by the Collective Bargaining Agreement.

1.6 CONTRIBUTION PERIOD. The term Contribution Period means that regular period for which employer contributions shall be made as specified in the Collective Bargaining Agreement.

1.7 COVERED EMPLOYMENT. The term covered employment means employment on or after the effective date of this Plan, on account of which employment the employer makes, or is required to make, the employer contribution into the Pension Fund or for which the Participant is paid, or entitled to payment, including sick leave, vacation, paid layoff, paid disability, and similar paid periods of non-working hours, as well as any hours of back pay awarded to the Participant irrespective of mitigation of damages, agreed to be paid to the Participant by the employer. Hours shall not be credited for

PENSION PLAN PART B – PLAN DOCUMENT

both (1) performance of duties for the employer and (2) either non-performance of duties or an award of back pay agreed to by the employer. Hours for non-performance of duties shall be credited in accordance with D.O.L. Regulation Section 2530.200b-2(b). Hours shall be credited to the applicable computation period in accordance with D.O.L. Regulation Section 2530.200b-2(c). For purposes of this paragraph, effective January 1, 1988, the term "employment" shall include hours of future service which would have been worked but for the performance of duties as a trustee of an employee benefit plan maintained pursuant to the Collective Bargaining Agreement as defined in Article I, Section 1.4(a).

1.8 DEFERRED RETIREMENT DATE. The term Deferred Retirement Date means the first day of any month following the date of his/her Regular Retirement Age.

1.9 DISABILITY RETIREMENT DATE. The term Disability Retirement Date means the first day of the month after the disability has occurred.

1.10 EFFECTIVE DATE. The Plan, originally effective January 1, 1972, was amended and restated effective December 1, 1994 and January 1, 2004. The Plan is hereby amended and restated effective July 1, 2008. Effective date generally means January 1, 1972. Certain provisions of the Plan have different effective dates as specified herein or as otherwise required by law.

1.11 EMPLOYEE. The term employee means any employee of an employer who performs work covered by the Collective Bargaining Agreement and on whose behalf the employer is required to make contributions to the I.B.E.W. Local 332 Pension Plan-Part B. The term employee shall also include employees of the Union and employees of any apprenticeship training fund maintained under the terms of a Collective Bargaining Agreement, provided the Union or apprenticeship training fund has signed a written participation agreement approved by the Trustees. Effective September 21, 2006, a Union employee must be a Union alumnus to participate in this Plan. Union alumni include only former journeymen and apprentices for whom contributions to the I.B.E.W. Local 332 Pension Plan-Part B have been made in the past.

1.12 EMPLOYER. The term employer means any individual employer (including any individual, partnership, corporation, contractor, joint venture or other entity), who is required by any Collective Bargaining Agreement to make contributions to this Trust Fund.

The term employer shall also include the Union and any apprenticeship training fund maintained under a Collective Bargaining Agreement, which may make contributions to this Trust Fund on behalf of their officers, agents, representatives and employees, provided such contributions do not jeopardize the tax exempt status of this Trust Fund. Said contributions shall be made in such amounts and in such manner as may be permitted by the Collective Bargaining Agreement and/or by written participation agreements approved by the Trustees.

1.13 ERISA. The term ERISA means the Employee Retirement Income Security Act of 1974 (PL93-406) as it may be amended from time to time, and any regulations issued pursuant thereto as such Act and such regulations affect this Plan and Trust.

1.14 INVESTMENT SOURCE. The term Investment Source means the source selected by the Trustees to invest the assets of the Fund. The Investment Source may be any source as permitted by the Agreement and Declaration of Trust.

1.15 JOINT AND SURVIVOR ANNUITY. (a) The term joint and survivor annuity means a reduced monthly Fixed Annuity payable for the life of the Participant with a Survivor Annuity payable for the life of the Participant's Beneficiary. The monthly annuity payment to the Beneficiary shall be equal to fifty percent (50%) of the reduced amount that was payable to the Participant during his/her lifetime. This benefit shall be an automatic benefit unless elected against by the Participant and the

PENSION PLAN PART B – PLAN DOCUMENT

Participant's spouse in writing. (b) A qualified pre-retirement survivor annuity means an annuity for the life of the surviving spouse the actuarial equivalent of which is not less than fifty percent (50%) of the account balance of the Participant as of the date of death.

1.16 QUALIFIED OPTIONAL SURVIVOR ANNUITY. The term Qualified Optional Survivor Annuity means a reduced monthly Fixed Annuity payable for the life of the Participant with a Survivor Annuity payable for the life of the Participant's Spouse. The monthly annuity payment to the Spouse shall be equal to seventy-five percent (75%) of the reduced amount that was payable to the Participant during his/her lifetime. No spousal consent is required to elect this form of benefit.

1.17 NON-QUALIFIED EMPLOYMENT. The term non-qualified employment means employment on or after October 1, 1987 in the electrical trade or craft for an employer who does not contribute to the Plan or to any other International Brotherhood of Electrical Workers' pension plan with which this Pension Fund maintains a reciprocity agreement. Non-qualified employment does not include employment that occurred before the employee first became a Participant in the Plan.

1.18 PARTICIPANT. The term Participant means any employee who has had a contribution paid on his/her behalf by an employer in any Plan Year.

1.19 PARTICIPANT'S BASIC ACCOUNT. The term Participant's Basic Account means each Participant's individual account maintained under the agreement with the Investment Source in accordance with the terms of this Plan. Each Participant's Basic Account will be maintained so as to reflect the amount attributable to employer contributions, earnings thereon and certain expenses incurred.

1.20 PERMANENT AND TOTAL DISABILITY. The term Permanent and Total Disability means a Participant cannot perform work anywhere in the Electrical industry in the classification within the Collective Bargaining Agreement under which he/she was employed and which is medically determined permanent in nature without recovery being possible, or in the alternative, eligibility for Social Security disability benefits as established by a Social Security Award Certificate or U.S. Railroad Retirement disability benefits as established by an award from the U.S. Railroad Retirement Board.

1.21 PLAN. The term Plan means the I.B.E.W. Local 332 Pension Plan - Part B, the terms of which are set forth herein, as it may be amended from time to time.

1.22 PLAN YEAR. The term Plan Year means the twelve (12) month period commencing on January 1 and ending on the following December 31.

1.23 REGULAR RETIREMENT AGE. The term Regular Retirement Age means the date the Participant attains age sixty-five (65).

1.24 REGULAR RETIREMENT DATE. The term Regular Retirement Date means the first day of the month coinciding with or next following the date a Participant attains his/her Regular Retirement Age.

1.25 TERMINATION OF EMPLOYMENT. The term Termination of Employment means a severance of the employer-employee relationship (without continued employment with another employer) which occurs prior to a Participant's Regular Retirement Age for any reason other than Disability or Death.

1.26 TRUST. The term Trust means the Trust Agreement entered into by the International Brotherhood of Electrical Workers Local 332 and the National Electrical Contractors Association,

PENSION PLAN PART B – PLAN DOCUMENT

Santa Clara Valley Chapter, which Trust Agreement implements the provisions of this Plan and was signed October 1, 1980, as amended.

1.27 TRUSTEES. The term Trustees means the individuals designated as "Employer Trustees" and "Union Trustees" pursuant to the terms of the Trust Agreement, and any successors thereto.

1.28 UNION. The term Union means the International Brotherhood of Electrical Workers Local 332.

1.29 VESTED INTEREST. The term Vested Interest on any date means the nonforfeitable right to a benefit in the amount which is equal to one hundred percent (100%) of the Participant's Accrued Benefits. A Participant is one hundred percent (100%) vested at all times.

PENSION PLAN PART B – PLAN DOCUMENT

ARTICLE II

ELIGIBILITY, PARTICIPATION AND ADMINISTRATION

2.1 ELIGIBILITY. An employee shall become eligible at the time he/she becomes a Participant.

2.2 ADMINISTRATION. Actual expenses incurred in the administration of this Plan shall be paid by a monthly account fee to be determined by the Board of Trustees that is deducted from the Participant's Basic Account. Said expenses shall include, but are not limited to, administration fees, legal fees, accounting fees, trustees' educational expenses and consultants. Said expenses do not include investment management fees determined as a percentage of assets under management. Said investment management fees, and any additional actual expenses of administration incurred but not paid for by the monthly account fee, shall be paid by this Plan from the earnings on the basic contributions. The earnings of the Fund to be allocated on a pro-rata basis to the Participants' accounts shall be those earnings after the deduction of the Fund's expenses as enumerated herein.

2.3 PARTICIPATION. All employees who have had a contribution paid on their behalf by an employer signatory to the Collective Bargaining Agreement requiring contributions shall be Plan Participants.

PENSION PLAN PART B – PLAN DOCUMENT

ARTICLE III

CONTRIBUTIONS

3.1 EMPLOYER CONTRIBUTIONS. The Employer shall make a contribution for each Participant based on his/her hours paid during the Contribution Period. The hourly rate of the contribution and the definition of hours paid shall be as set forth in the Collective Bargaining Agreement.

3.2 CREDITING OF EMPLOYER CONTRIBUTIONS. The employer contribution, exclusive of any administrative charges, shall be credited to the Basic Account of the Participant for whom such contribution was made.

3.3 CREDIT FOR QUALIFIED MILITARY SERVICE. Notwithstanding any provision of this Plan to the contrary, contributions and benefits with respect to qualified military service within the meaning of the Uniformed Services Employment and Reemployment Rights Act of 1994 or any similar law will be provided in accordance with Section 414(u) of the Internal Revenue Code. Contributions and benefits for any period of qualified military service will be calculated based on the contributions earned by the Participant during the twelve (12) months immediately prior to the period of military service.

PENSION PLAN PART B – PLAN DOCUMENT

ARTICLE IV

RETIREMENT BENEFITS

4.1 RETIREMENT. A Participant will be considered retired and eligible to receive retirement benefits in one of the Forms of Payment described below if:

- (a) He/she has attained age fifty-five (55), has ceased all employment in the electrical industry, and is drawing a pension from Part A or any other I.B.E.W. pension plan;
- (b) He/she has attained age sixty-five (65) and is working no more than thirty-nine (39) hours per month in the electrical industry within the state of California; or
- (c) Effective December 3, 1987, he/she has attained age sixty-two (62), has ceased all employment in the electrical industry, and is drawing Social Security benefits.
- (d) He/She is working as an instructor for the Santa Clara County Electrical Joint Apprentice Training Committee for fewer than 96 hours in any transmittal month, has attained the age of 55, has otherwise ceased working in the Electrical Industry, and is drawing a pension from Part A or any other I.B.E.W. pension plan .
- (e) He/She is working as an inspector for a governmental authority, has attained the age of 55, has ceased working for Employers whose Employees are covered by this Plan, and is drawing a pension from Part A or any other I.B.E.W. pension plan.

4.2 FORMS OF PAYMENT. The following forms of payment are available in the event of retirement or total disability evidenced by a Social Security disability award.

- (a) Lump sum. A single payment equal to the Participant's account balance.
- (b) A lump sum payment which is less than the entire account balance. The remaining balance after payment of the partial lump sum must be at least Five Thousand Dollars (\$5,000). A Participant who elects this form of benefit may elect to receive the remaining account balance at a future date in accordance with any other payment option offered at that time, except that a Participant may not receive more than two (2) partial lump sum payments within a twelve (12) month period.

A Participant who qualifies for a disability pension under Section 4.3 and does not have a Social Security disability award or a U.S. Railroad Retirement Board disability award may elect a one-time partial lump sum distribution of up to Fifteen Thousand Dollars (\$15,000) as long as the remaining balance after the partial lump sum payment is at least Five Thousand Dollars (\$5,000). This one-time partial lump sum distribution must be elected at the time of a Participant's initial distribution.
- (c) Equal monthly payments until the account is exhausted.
- (d) Lump sum after benefits commence. A Participant who has received partial payment pursuant to (b) or (c) above may elect at any time to receive the remaining account balance in one lump sum payment.
- (e) Life annuity. Equal monthly payments for the Participant's lifetime. The benefit may be guaranteed for a period of ten (10), fifteen (15), or twenty (20) years certain or the life of the Participant, if later.
- (f) Joint and survivor annuity. Equal monthly payments for the Participant's lifetime, with continuing payments to a designated Beneficiary if the Participant dies first. The continuing payments to the Beneficiary are equal to either fifty percent (50%) or one hundred percent (100%) of the payment to the retiree.
- (g) Qualified Optional Survivor Annuity. Equal monthly payments for the Participant's lifetime, with continuing payments to the Participant's spouse if the Participant dies first. The continuing payments to the Participant's spouse are equal to seventy-five (75%) of the payment to the retiree.

PENSION PLAN PART B – PLAN DOCUMENT

All benefit payments require the consent of the Participant and the written, notarized consent of the Participant's spouse unless (1) the total benefit as of the annuity starting date is less than Five Thousand Dollars (\$5,000) or (2) payment is made in the form of a joint and survivor annuity or qualified optional survivor annuity naming the spouse as the Beneficiary. If the Participant and spouse elect not to take the joint and survivor annuity or the qualified optional survivor annuity, that election may be revoked at any time and any number of times within the applicable election period, which shall include a period of at least one hundred eighty days (180) days following the furnishing of all the applicable information required by law and ending prior to the commencement of benefits. The Participant and spouse may waive the full election period as permitted under applicable law and regulations.

In the event of the Participant's death or the death of a Participant's spouse, whichever is applicable, prior to the full distribution of the Participant's benefits under the option selected, the balance will be distributed at least as rapidly as under the method which had been elected as of the date of the Participant's death. If the Participant dies before distribution commences, any portion of the Participant's account that is not payable to the spouse or to another Beneficiary designated by the Participant will be distributed within five (5) years after the Participant's death.

If the Participant selects a life annuity, a joint and survivor annuity, or a qualified optional survivor annuity form of payment ((e), (f), (g) above), the account balance is transferred to the I.B.E.W. Local 332 Pension Plan Part A and the benefit payments are made by that Plan. If the form of payment is not offered by the Part A Plan (e.g. life annuity with fifteen (15) or twenty (20) years certain), the benefit must be purchased from an insurance company.

4.3 PERMANENT AND TOTAL DISABILITY RETIREMENT. A Participant who becomes eligible for a Permanent and Total Disability Retirement Benefit shall be entitled to receive his/her benefit under any one of the methods described in Section 4.2, except that disability benefits attributable to hours worked on or after January 1, 1989 shall not be paid in the form of a lump sum unless the Participant has obtained a Social Security disability award or a U.S. Railroad Retirement Board disability award and has furnished a copy of such award to the Plan. In the event a Participant elects to receive disability retirement benefits in the form described in Section 4.2(c), the specified monthly amount shall be no less than one percent (1%) and no more than three percent (3%) of the Participant's account balance at the time the disability retirement application is approved. The monthly amount may be changed from time to time at the written request of the Participant, subject to a maximum of two (2) changes per calendar year. Retroactive changes are not permitted.

The benefit method selected shall be payable effective the first day of the month following the month after the disability occurred and shall be paid until the account is exhausted or until the Participant recovers from the disability, whichever occurs first. In the event a joint and survivor annuity option is elected, it shall be computed as if the participant had selected an Early Retirement.

4.4 PROOF OF DISABILITY. The Trustees shall require certification of disability by means of a Social Security disability award or U.S. Railroad Retirement Board before approving payment of disability benefits attributable to hours worked on or after January 1, 1989, in the form of a lump sum. With respect to all other disability benefits payable under this section, in lieu of the Social Security certification, the Trustees may accept a physician's certification of disability in awarding a disability benefit. In the event of disagreement as to disability, the Trustees, in their sole discretion, may require certification of disability by a physician selected by the Trustees at the expense of the Trust.

4.5 TERMINAL ILLNESS. An employee who has ceased all employment in the industry, who has applied for Social Security Disability benefits, who suffers from a terminal illness, and whose life expectancy is less than twelve (12) months at the time of application will be considered permanently

PENSION PLAN PART B – PLAN DOCUMENT

and totally disabled and eligible to receive disability retirement benefits in any form of payment authorized in Section 4.2.

PENSION PLAN PART B – PLAN DOCUMENT

ARTICLE V

DEATH BENEFITS

5.1 DEATH BEFORE RETIREMENT. If a Participant dies before distribution commences, the Participant's Beneficiary shall be entitled to receive the Participant's account balance in any of the forms of payment described in Section 4.2 except a joint and survivor annuity. If the Participant was married for the twelve (12) months immediately prior to death, the Participant's spouse shall receive the fifty percent (50%) joint and survivor annuity unless the Participant (with the spouse's written and notarized consent) designated another Beneficiary or elected not to be covered by a qualified pre-retirement survivor annuity. In lieu of the survivor annuity, a surviving spouse may elect to receive payment of the account balance in any of the other forms described in Section 4.2 except a joint and survivor annuity or qualified optional survivor annuity.

5.2 DEATH AFTER RETIREMENT. If a Participant dies while receiving benefits in the form of a life annuity, joint and survivor annuity, or qualified optional survivor annuity, any benefits payable after the Participant's death shall be paid in accordance with that form of payment. If the Participant had begun receiving benefits in any other form, the remaining balance in the Participant's account at the time of death shall be paid to the Participant's Beneficiary. The Beneficiary may elect any method of payment described in Section 4.2 except a joint and survivor annuity or qualified optional survivor annuity.

5.3 DESIGNATION OF BENEFICIARY. A Participant may designate a Beneficiary or Beneficiaries to receive the remaining account balance in the event of the Participant's death. The designated Beneficiary may be changed by submitting a new designation form. No designation or change of designation shall be effective until it is recorded with the Board of Trustees. Designation of a new Beneficiary revokes all prior designations.

A married Participant may not designate a Beneficiary other than the Participant's spouse unless the spouse consents in writing, witnessed by a notary public, to the designation of another Beneficiary. The designation of a Participant's spouse as Beneficiary is automatically revoked if the marriage is dissolved. The Trustees may determine, in their sole discretion, that the designation of any Beneficiary other than a surviving spouse is no longer appropriate, and may make payment as if no Beneficiary had been designated. If there is no designated Beneficiary, the order of payment described in Section 1.3 shall apply.

PENSION PLAN PART B – PLAN DOCUMENT

ARTICLE VI

TERMINATION OF EMPLOYMENT

6.1 DISTRIBUTION OF SMALL ACCOUNTS. A Participant who ceases work for any Employer whose Employees are covered by this Plan and all work of the type covered by the Collective Bargaining Agreement within the jurisdiction of the Plan for any period of at least twelve (12) months shall be deemed to have terminated employment and will receive his/her account balance in a single lump sum, provided that the total account balance does not exceed Two Thousand Dollars (\$2,000). A single lump sum payment of up to Five Thousand Dollars (\$5,000) will be made if the cessation of work has continued for at least twenty-four (24) months. In accordance with the requirements of the Internal Revenue Code, no mandatory distribution will be made under this Article unless the Participant has terminated employment with the last Employer who paid a contribution to the Plan on his/her behalf.

If a Participant who has terminated employment as defined above does not qualify for a distribution under this Article because the value of his/her account exceeds the applicable limit, such account shall remain in the Plan until such time as the Participant becomes eligible to receive a benefit payment under another distribution rule set forth in this Plan.

PENSION PLAN PART B – PLAN DOCUMENT

ARTICLE VII

DISTRIBUTION OF BENEFITS

7.1 DISTRIBUTION IN GENERAL. All distributions hereunder, whether in the form of an annuity or cash, or a combination thereof, shall be made by the Trustees or their designated Agent. All distributions to Participants shall commence not later than April 1 of the year following the calendar year in which the Participant attains age seventy and one-half (70½). Effective January 1, 1997 this rule is modified to require commencement no later than the date the Participant (who does not have a 5% or more ownership interest in an Employer) actually retires from active employment and applies for payment.

With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2002, the Plan will apply the minimum distribution requirements of Section 401(a)(9) of the Internal Revenue Code in accordance with the regulations under Section 401(a)(9), notwithstanding any provision of this Plan to the contrary.

7.2 PAYMENT OF BENEFITS. Any benefits payable under the Plan shall be paid no later than sixty (60) days after the application for retirement benefits has been approved by the Board of Trustees. In any event, benefits shall be payable no later than six (6) months after the application for retirement has been filed with the Board of Trustees.

Any benefits payable under the Plan, unless the Participant otherwise elects, will begin not later than the sixtieth (60th) day after the latest of the close of the Plan Year in which

- (a) The date on which the Participant attains the age of sixty-five (65) or the normal retirement age specified herein,
- (b) Occurs the tenth (10th) anniversary of the year in which the Participant commenced participation in the Plan, or
- (c) The Participant terminates employment as defined herein.

7.3 ELECTION OF BENEFITS. The rules and procedures for electing the kind of distribution effective for each Participant or Beneficiary shall be formulated and administered by the Plan Administrator in a consistent manner for all Participants in similar circumstances.

7.4 LIMITATION ON PAYMENTS. In no event shall any annuity be elected under this Plan which would provide for payment of benefits extending beyond a specified period not greater than the life expectancy of the Participant or of the Participant and his/her Beneficiary.

In the event that a Participant's Beneficiary is entitled to annuity payments, then each monthly annuity payment payable to the Beneficiary shall be no greater than each monthly annuity payment payable to the Participant during the Participant's lifetime. If distribution has commenced before the Participant's death, the remaining interest will be distributed at least as rapidly as under the method being used as of the date of the Participant's death.

The present value of the annuity payments to be made to the Participant shall be computed on an actuarial basis so that they constitute more than fifty percent (50%) of the present value of the total payments to be made to the Participant, the contingent annuitant, if applicable, and the Beneficiary, unless the Participant has designated his/her spouse as being entitled to receive payment in accordance with the terms of the form of annuity elected.

7.5 NON-TRANSFERABLE. Each Employee or Beneficiary under this Plan is hereby restrained from selling, transferring, anticipating, assigning, hypothecating or otherwise disposing of his/her benefits or any other right or interest in this Plan, and the Board of Trustees shall not recognize, nor be required to recognize any such sale, transfer, anticipation, assignment, hypothecation or other disposition. Any benefits or right or interest therein shall not be subject in any

PENSION PLAN PART B – PLAN DOCUMENT

manner to voluntary transfer or transfer by operation of law or otherwise, and shall be exempt from the claims of creditors or other claimants and from all orders, decrees, garnishments, executions or other legal or equitable process or proceedings to the fullest extent permissible by law.

7.6 HURRICANE KATRINA DISTRIBUTIONS. A participant may receive a qualified Hurricane Katrina distribution from his or her account in the form of a single lump sum of up to \$15,000 if the following conditions are met:

- (a) The participant has terminated employment with the last Employer who paid a contribution on his or her behalf and ceased all work of the type covered by the Collective Bargaining Agreement within the jurisdiction of the Plan.
- (b) The participant's principal place of abode on August 28, 2005 was located in the Hurricane Katrina Disaster Area. The Hurricane Katrina Disaster Area is defined to be "any area with respect to which a major disaster has been declared by the President before September 14, 2005, under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act by reason of Hurricane Katrina."
- (c) The Participant submits a letter to the Plan Administrator affirming that the participant or the participant's lawful spouse has sustained an economic loss as a result of Hurricane Katrina.

PENSION PLAN PART B – PLAN DOCUMENT

ARTICLE VIII

ROLLOVERS AND DIRECT TRANSFERS

8.1 This Article applies to distributions made on or after January 1, 1993.

8.2 The Plan will accept a direct trustee-to-trustee transfer of all or part of a Participant's interest in another money purchase pension plan qualified under Section 401(a) of the Internal Revenue Code and any lump sum payments from the I.B.E.W. Local No. 332 Pension Plan Part A, subject to certification by the Participant and the transferring plan that the following requirements are satisfied:

- (a) The transferring plan must be a multiemployer pension plan maintained pursuant to collective bargaining agreements between employers and one (1) or more local unions affiliated with the International Brotherhood of Electrical Workers;
- (b) The amount transferred may not include nontaxable employee contributions;
- (c) The amount transferred must be eligible for direct transfer under applicable provisions of the Internal Revenue Code;
- (d) Prior to the transfer, the Participant must have an account balance in this Plan of at least Five Thousand Dollars (\$5,000). The Plan will accept such transfers if the Participant's account balance prior to transfer drops below Five Thousand Dollars (\$5,000) while the Participant is receiving disability benefits pursuant to Section 4.3. Participants will be charged an administrative fee of two percent (2%) for any such transfers.

8.3 Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

8.4 DEFINITIONS.

- (a) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- (b) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or a political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Section 414(p) of the Code.
- (c) Distributee: A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.
- (d) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

PENSION PLAN PART B – PLAN DOCUMENT

8.5 CERTAIN MANDATORY DISTRIBUTIONS. This Section applies to distributions made on or after March 28, 2005. If a distribution described in Section 6.1 in excess of One Thousand Dollars (\$1,000) is made and the Distributee does not make the election described in Section 8.3 to have such distribution transferred directly to an Eligible Retirement Plan and does not elect to receive such distribution directly, the Plan shall make such transfer to an individual retirement plan of a designated trustee or issuer and shall notify the Distributee in writing (either separately or as part of the notice required under Section 402(f) of the Code) that the distribution may be transferred to another individual retirement plan. An "individual retirement plan" is an individual retirement account described in Section 408(a) of the Code and an individual retirement annuity described in Section 408(b) of the Code.

8.6 NON-SPOUSE ROLLOVERS

Effective January 1, 2008, if a participant dies leaving a benefit to a designated beneficiary who is not his spouse, the designated beneficiary may roll over the assets to an inherited Individual Retirement Account in accordance with the following rules:

- (a) The rollover must meet all the requirements of an eligible rollover distribution as defined in Article VIII, Section 8.4(a) except that the distributee may be a non-spouse beneficiary.
- (b) The rollover must be accomplished by a direct trustee-to-trustee transfer.
- (c) The Individual Retirement Account must be established as an inherited Individual Retirement Account.
- (d) The rollover must comply with the minimum distribution rules found in § 401(a)(9) of the Internal Revenue Code. If the Participant dies before his required beginning date, the rollover must be made in accordance with either the five-year rule described in § 401(a)(9)(B)(ii) or the life expectancy rule described in § 401(a)(9)(B)(iii). Rollovers made in accordance with the five-year rule must be completed by the end of the calendar year which contains the fifth anniversary of the date of the Participant's death. Rollovers made in accordance with the life expectancy rule must be made by the end of the calendar year following the year of the Participant's death.
- (e) The plan may make a direct rollover to an inherited Individual Retirement Account on behalf of a trust in accordance with these rules where the trust is the named beneficiary of the Participant, provided the beneficiaries of the trust meet the requirements to be a designated beneficiary under the plan.
- (f) The rollover must otherwise be in accordance with applicable law.

8.7 DIRECT ROLLOVERS TO ROTH INDIVIDUAL RETIREMENT ACCOUNTS

Effective January 1, 2008, a participant or a spouse beneficiary with an adjusted gross income of less than \$100,000 who is not married or who has filed a joint tax return with his spouse, will be permitted to rollover any portion of an eligible rollover distribution to a Roth Individual Retirement Account established under 408 (A) of the Internal Revenue Code via a direct trustee-to-trustee transfer. Effective January 1, 2010 a participant or spouse beneficiary will be permitted to rollover all or a portion of an eligible rollover distribution to a Roth Individual Retirement Account via a direct trustee-to-trustee transfer regardless of his adjusted gross income and regardless of his tax filing status.

PENSION PLAN PART B – PLAN DOCUMENT

ARTICLE IX

PARTICIPANTS' RIGHTS

9.1 GENERAL RIGHTS OF PARTICIPANTS AND BENEFICIARIES. The Plan is established and the Trust assets are held for the exclusive purpose of providing benefits for employees and their Beneficiaries who have qualified to participate under the terms of the Plan.

9.2 CLAIM REVIEW AND APPEALS PROCEDURE.

- (a) No Participant or Participant's Beneficiary shall have any right or claim to benefits under this Plan other than as specified in the rules of the Trust and the Plan. Any dispute as to eligibility, type, amount or duration of benefits or any right or claim to payments from the Plan shall be resolved by the Board of Trustees under and pursuant to the Plan, and their decision on the dispute, right or claim, shall be final and binding upon all parties thereto. The Trustees have full discretionary authority to interpret all Plan documents and to make all factual determinations concerning any claim or right asserted under or against the Plan.
- (b) Any Participant whose application for a pension benefit under the Plan has been denied in whole or in part, or whose claim against the Plan is otherwise denied, shall be notified in writing of such denial within a reasonable time period, but not later than ninety (90) days after receipt of such application or claim. An extension of time not exceeding ninety (90) days may be required by special circumstances, in which case written notice of such extension shall be furnished to the Participant prior to the expiration of the initial ninety (90) day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render a benefit determination. The initial pension benefit determination will be made by the Plan Administrator, or such other agent as may be appointed by the Trustees.

The notice of denial shall set forth (1) the specific reason or reasons for the denial; (2) specific reference to the pertinent Plan provisions on which the denial is based; (3) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary; (4) a description of the Plan's review procedures and the time limits applicable to such procedures; and (5) a statement of the Participant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination.

- (c) If the application for benefits or a claim is denied, the Participant may petition the Trustees for review of the decision. The petition for review shall be in writing, shall state in clear and concise terms the reason or reasons for disagreement with the decision, shall be accompanied by any relevant documentary material relating to the claim not already furnished to the Plan, and shall be filed by the Participant or the Participant's duly authorized representative with the Plan Administrator within sixty (60) days after receiving the notification of the adverse benefit determination. As part of the review process, the Participant or the Participant's duly authorized representative will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim. Relevant information includes identification of any medical or vocational expert whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit decision.

After receipt of a timely filed appeal, and upon your written request, the Board of Trustees or a committee of Trustees may grant a hearing to be held within a reasonable time, to permit you to personally appear in support of your appeal. Your appeal will be heard no later than the regularly scheduled meeting of the Board of Trustees that immediately follows the receipt of your appeal, unless your appeal is received within 30 days preceding the date of such meeting. In such a case, a determination will be made no later than the

PENSION PLAN PART B – PLAN DOCUMENT

second meeting following the receipt of your appeal. If special circumstances exist and require a further extension of time for processing, the appeal will be determined no later than the third board meeting following the receipt of the appeal. You will receive a written notice of the extension describing the special circumstances and the date by which a decision is expected.

The plan administrator shall notify the Participant of the Board's decision as soon as possible, but not later than 5 days after the decision is made. Any notice of adverse determination will include (1) the specific reason or reasons for the adverse determination; (2) reference to the specific Plan provisions on which the benefit determination is based; (3) a statement that the Participant 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 Participant's claim; (4) a statement describing any voluntary appeal procedures offered by the Plan and the Participant's right to obtain information about such procedures; and (5) a statement of the Participant's right to bring an action under ERISA Section 502(a).

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

The failure to file a petition for review within such sixty (60) day period shall constitute a complete waiver of the Participant's right to review, and the initial decision shall be final and binding.

- (d) If a claim pertains to disability benefits, the rules and rights set forth in this subsection shall apply in addition to those set forth above. Any person whose application for disability benefits is denied shall be notified of such denial within a reasonable period of time, but not later than forty-five (45) days after receipt of such application or claim. An extension of time not exceeding thirty (30) days may be necessary due to matters beyond the control of the Plan, in which case notice will be sent to the Participant prior to the expiration of the forty-five (45) day period. If a decision cannot be rendered due to matters beyond the control of the Plan prior to the expiration of the thirty (30) day extension, the period for making a determination may be extended for up to an additional thirty (30) days, in which case notice will be sent to the Participant prior to the expiration of the first thirty (30) day extension. Any notice of extension issued pursuant to this subsection shall include, in addition to the information set forth in subsection (b) above, the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. The Participant shall be afforded at least forty-five (45) days to provide the specified information, if any. The deadline for the Trustees to render their decision is tolled from the date on which the notification of the extension is sent to the Participant until the date a response from the Participant is received.

Any notice of an adverse benefit determination shall include, in addition to the information set forth in subsection (b) above (1) the specific rule, guideline, protocol, or other similar criterion, if any, relied upon in making the determination; and (2) an explanation of the scientific or clinical judgment for the determination if the adverse benefit determination was based on medical necessity or other similar exclusion or limitation.

If the application for benefits or a claim is denied, the Participant or the Participant's duly authorized representative may petition the Trustees for review of the decision. The petition for review shall be filed by the Participant or the Participant's duly authorized representative

PENSION PLAN PART B – PLAN DOCUMENT

with the Plan Administrator within one hundred and eighty (180) days of receipt of the notification of adverse benefit determination. The Participant shall have access to relevant documents, records and other information as set forth in subsection (c) above, including any statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the Participant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination. The Trustees will not afford any deference to the initial benefit determination. If the adverse benefit determination is based in whole or in part on medical judgment, the Trustees shall consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. Such consultant shall be different from any individual consulted in connection with the initial determination and shall not be the subordinate of any such person.

After receipt of a timely filed appeal, and upon your written request, the Board of Trustees or a committee of Trustees may grant a hearing to be held within a reasonable time, to permit you to personally appear in support of your appeal. Your appeal will be heard no later than regularly scheduled meeting of the Board of Trustees that immediately follows the receipt of your appeal, unless your appeal is received within 30 days preceding the date of such meeting. In such a case, a determination will be made no later than the second meeting following the receipt of your appeal. If special circumstances exist and require a further extension of time for processing, the appeal will be determined no later than the third board meeting following the receipt of the appeal. You will receive a written notice of the extension describing the special circumstances and the date by which a decision is expected.

The plan administrator shall notify the Participant of the Board's decision as soon as possible, but not later than 5 days after the decision is made. The notice of denial shall include, in addition to the information set forth in subsection (c) above (1) the specific rule, guideline, protocol, or other similar criterion, if any, relied upon in making the determination; and (2) an explanation of the scientific or clinical judgment for the determination if the denial was based on medical necessity or other similar exclusion or limit.

- (e) The denial of an application or claim after the right to review has been waived or the decision of the Trustees on petition for review has been issued shall be final and binding upon all parties, including the Participant. No lawsuit may be filed without first exhausting the above appeals procedure. In any such lawsuit, the determinations of the Trustees are subject to judicial review only for abuse of discretion. No legal action may be commenced or maintained against the Plan or Pension Fund more than two (2) years after a claim has been denied.
- (f) This claims and appeals procedure shall apply to and shall include any and every claim or right asserted under the Trust or Pension Plan or against the Trust or Pension Plan regardless of when the act or omission upon which the claim is based occurred.

9.3 LIMITATION OF RIGHTS. Participation hereunder shall not grant any Participant the right to be retained in the Service of an employer or any other rights or interest in the Plan or Trust Fund other than those specifically herein set forth.

9.4 MERGERS AND CONSOLIDATIONS. Only to the extent determined by the Pension Benefit Guaranty Corporation, in the case of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant in this Plan shall be eligible (if the Plan then terminates) to receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he/she would have been eligible to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated).

PENSION PLAN PART B – PLAN DOCUMENT

ARTICLE X

ANNUAL ADDITIONS

10.1 LIMITATIONS ON ANNUAL ADDITIONS TO PARTICIPANT'S BASIC ACCOUNT.

- (a) Internal Revenue Code Section 415 is incorporated by reference for the purpose of determining the limitation on benefits. Under no circumstances shall a Participant's Annual Addition for any limitation year exceed the maximum permissible addition as defined in Section 415.
- (b) The Annual Addition with respect to a Participant shall not exceed the lesser of (1) Forty Thousand Dollars (\$40,000), as adjusted for increases in the cost-of-living under Section 415(d) of the Code, or (2) one hundred percent (100%) of the Participant's compensation, within the meaning of Section 415(c)(3) of the Code, for the limitation year.
- (c) For purposes of applying the limitations of Code Section 415, the Limitation Year shall be the Plan Year.
- (d) If a Participant's Annual Addition for any limitation year exceeds the maximum permissible addition as defined in Section 415 of the Code, such excess Annual Additions shall be reduced in accordance with Treasury Regulation Section 1.415-6(b)(6)(iii).
- (e) The compensation limit referred to in (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code, which is otherwise treated as an annual addition.

10.2 HOURLY CONTRIBUTIONS. The hourly contributions effective as of the date of this amended Plan are established by the Collective Bargaining Agreement(s).

10.3 COMPENSATION. Compensation for purposes of determining the percentage limitations of Section 415 includes wages, salaries, fees for professional services, commissions; earned income described in IRC Section 401(c)(2); any amounts included in the definition of compensation under Treasury Regulations 1.415(c)-2(d), elective pre-tax contributions under IRC Section 125; elective deferrals under IRC Section 402(g)(3); elective pre-tax contributions to a transportation fringe benefit plan under IRC Section 132(f); foreign source earned income as defined in IRC Section 911(b); amounts includable in the gross income of the employee pursuant to IRC Sections 104(a)(3), 105(a) and 105(h), to the extent the amounts are included in the gross income of the employee, moving expenses of the employee paid or reimbursed by the employer, to the extent not deductible by the employee under IRC Section 217; the value of a non-qualified stock option to the extent includable in the gross income of the employee in the year granted; and the amount includable in the gross income of an employee upon making the IRC Section 83(b) election. The compensation actually paid or made available to the employee during the limitation year will be considered the amount of his/her compensation. Amounts paid by the employer to a plan of deferred compensation, amounts realized by the exercise of a non-qualified option, or from the disposition of stock acquired under a qualified stock option and amounts which receive special tax benefits, such as premiums for group term life insurance shall not be includable as compensation as defined herein.

10.4 ANNUAL COMPENSATION. Effective January 1, 2002, the annual compensation of each employee taken into account under the Plan for any year shall not exceed Two Hundred Thousand Dollars (\$200,000), as adjusted for cost-of-living increases in accordance with Section 401(a)(17) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. Effective January 1, 1995, the annual compensation of each employee taken into account under the Plan shall not exceed One Hundred Fifty Thousand Dollars (\$150,000).

PENSION PLAN PART B – PLAN DOCUMENT

ARTICLE XI

INVESTMENT SOURCE AND PARTICIPANTS' ACCOUNTS

11.1 INVESTMENT SOURCE. The Trustees shall take the necessary steps to obtain an agreement or agreements with an Investment Source or Investment Sources. All contributions under the terms of this Plan shall be made to the Trust Fund and shall be paid to the Investment Source in accordance with the terms of this Plan and the Trust. All payments to Participants and/or Beneficiaries payable under the terms of the Plan out of the Participant's Basic Account, shall be paid by the Trustees or their designated agent.

11.2 PARTICIPANTS' ACCOUNTS. A Participant's Basic Account shall be maintained on behalf of each Participant until such Account is used to provide an annuity, or distributed in accordance with the terms of this Plan.

As of the end of each Plan Year, or at such other regular intervals that the Board of Trustees shall decide upon, the Board of Trustees shall determine, or cause to be determined, the fair market value of the assets being held in the Plan pursuant to this Article. Fair market values so determined shall be conclusive for all purposes of the Plan. Any increase or decrease in the fair market value as so determined shall be allocated to all individual accounts then held in the Plan, in proportion to the ratio which the value of each account as of the preceding valuation date bears to the value of all individual accounts as of the preceding valuation date. The value of an individual account, as determined as of a given date under this section, shall remain the value thereof for all purposes of the Plan until re-valued hereunder, subject only to the crediting and debiting of contributions and withdrawals. The Trustees or their designated agents shall furnish each Participant with a written report of the value of their Basic Account at least quarterly during each year.

A Participant who receives a distribution during the course of the Plan Year will be allocated proportional gains or losses calculated as of the end of the month preceding the distribution of that Participant's Account.

11.3 INVESTMENT OPTIONS. At their sole discretion, the Trustees may establish four (4) or more Investment Options with different risk characteristics under which each Participant may designate the pooled investment fund(s) in which his or her account is to be invested. This portion of the Plan is intended to be an "ERISA Section 404(c) plan" within the meaning of regulations issued pursuant to such section.

The Trustees shall adopt such rules and procedures as they deem advisable with respect to all matters relating to the selection and use of the investment funds, provided that all Participants are treated equitably. The rules and procedures may provide for the assessment of reasonable administrative expenses against the accounts of Participants who choose to invest in one or more of the Investment Options.

The Trustees shall be the fiduciary identified to furnish the information contemplated by ERISA Section 404(c), but may designate on its behalf another person or entity to provide such information or to perform any of the obligations of the Trustees under this Section 11.3.

11.4 SEARCH FOR MISSING PARTICIPANTS AND BENEFICIARIES. If an eligible Participant or Beneficiary is entitled to a distribution of benefits, and the Fund Office is unable to locate such Participant or Beneficiary, the Fund Office may hire a private service to conduct a search. Any fees incurred for such search shall be deducted from the Participant or Beneficiary's account balance.

PENSION PLAN PART B – PLAN DOCUMENT

ARTICLE XII

AMENDMENT OR TERMINATION OF THE PLAN

12.1 AMENDMENT OF PLAN. The Trustees shall have the right from time to time to modify or amend, in whole or in part, any or all of the provisions of the Plan. No amendment shall deprive any Participant or Beneficiary of any Vested Interest hereunder.

The Trustees shall have the power to establish, amend, interpret and promulgate rules and regulations regarding the administration and function of the Plan, including the power to adopt, maintain and, if necessary, amend the Plan. All Participants shall be notified in writing of any amendments to the Plan adopted by the Trustees.

12.2 CONDITIONS OF AMENDMENT. The Trustees shall not make any amendment which would cause the Plan to lose its status as a qualified Plan within the meaning of Section 401(a) of the Internal Revenue Code.

12.3 TERMINATION OF THE PLAN. Though the continuation of the Plan is contingent upon the continued existence of the Collective Bargaining Agreement, the Trustees intend to continue the Plan indefinitely for the benefit of the employees, but they reserve the right to terminate the Plan at any time. A temporary period between Collective Bargaining Agreements shall not cause a termination or partial termination of the Plan.

12.4 FULL VESTING. Upon the termination or partial termination of the Plan, the rights of all affected Participants in and to the amounts credited to each Participant's Basic Account shall be one hundred percent (100%) vested and nonforfeitable.

Thereupon, each Participant shall receive a total distribution of his/her Basic Account in accordance with the Plan.

12.5 APPROVAL BY THE INTERNAL REVENUE SERVICE. Notwithstanding any other provisions of this Plan, the adoption of this Plan is subject to the condition precedent that the Plan shall be approved and qualified by the Internal Revenue Service as meeting the requirements of Section 401(a) of the Internal Revenue Code and that the Trust established in connection herewith shall be entitled to exemption under the provisions of Section 501(a).

12.6 SUBSEQUENT UNFAVORABLE DETERMINATION. If the Trustees are notified subsequent to initial favorable qualification that the Plan is no longer qualified within the meaning of Section 401(a) of the Internal Revenue Code, or that the Trust is no longer entitled to exemption under the provisions of Section 501(a), and if the Trustees shall fail within a reasonable time to make any necessary changes in order that the Plan and/or Trust shall so qualify, the Plan and the Trust shall be deemed to have terminated and the Participants' Basic Accounts shall be disposed of in the manner set forth in Section 12.4 above.

PENSION PLAN PART B – PLAN DOCUMENT

ARTICLE XIII

MISCELLANEOUS

13.1 NON-REVERSION. This Plan has been established by the Trustees for the exclusive benefit of the Participants and their Beneficiaries. Under no circumstances shall any funds contributed hereunder, at any time revert to or be used by any Employer, nor shall any such funds or assets of any kind be used other than for the benefit of the Participants or their Beneficiaries.

13.2 GENDER AND NUMBER. When necessary to the meaning hereof, and except when otherwise indicated by the context, either the masculine or the neuter pronoun shall be deemed to include the masculine, feminine and the neuter, and the singular shall be deemed to include the plural.

13.3 REFERENCE TO THE CODE AND ERISA. Any reference herein to any section of the Internal Revenue Code, ERISA, or to any other statute or law shall be deemed to include any successor law of similar import.

13.4 GOVERNING LAW. The Plan shall be governed and construed in accordance with ERISA and the laws of the State of California, where applicable.

13.5 COMPLIANCE WITH THE CODE AND ERISA. This Plan is intended to comply with all requirements for qualification under the Internal Revenue Code and ERISA, and if any provision hereof is subject to more than one interpretation or any term used herein is subject to more than one construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with the Plan being so qualified. If any provision of the Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions, and this Plan shall be construed and enforced as if such provision had not been included.

13.6 INVESTMENT MANAGER. When an Investment Manager has been appointed, the Manager shall be required to acknowledge in writing that he/she has undertaken a fiduciary responsibility with respect to the Plan.

13.7 LIMITATION ON TRUSTEE LIABILITY. Nothing in this Plan shall be construed to prevent any Trustee from receiving any benefit to which he/she may be entitled as a Participant or Beneficiary in this Plan, so long as the benefit is computed and paid on a basis which is consistent with the terms of this Plan as applied to all other Participants and Beneficiaries. Nor shall this Plan be interpreted to prevent any Trustee from receiving reimbursement of expenses properly and actually incurred in the performance of duties for the Plan.

PENSION PLAN PART B – PLAN DOCUMENT

ARTICLE XIV

DISTRIBUTION OF BENEFITS

14.1. GENERAL RULES.

- (a) **Effective Date.** The provisions of this Article will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (b) **Precedence.** The requirements of this Article will take precedence over any inconsistent provisions of the Plan.
- (c) **Requirements of Treasury Regulations Incorporated.** All distributions required under this Article will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Internal Revenue Code.
- (d) **TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of this Article, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

14.2. TIME AND MANNER OF DISTRIBUTION.

- (a) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.
- (b) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
 - (2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 14.2(b), other than Section 14.2(b)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Section 14.2 and Section 14.4, unless Section 14.2(b)(4) applies, distributions are considered to begin on the Participant's required beginning date. If Section 14.2(b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 14.2(b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 14.2(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (c) **Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 14.3 and 14.4 of this Article. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions there under will be made in

PENSION PLAN PART B – PLAN DOCUMENT

accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

14.3. REQUIRED MINIMUM DISTRIBUTIONS DURING PARTICIPANT'S LIFETIME.

- (a) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
 - (1) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
 - (2) if the Participant's sole designated beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.
- (b) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 14.3 beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

14.4. REQUIRED MINIMUM DISTRIBUTIONS AFTER PARTICIPANT'S DEATH.

- (a) Death On or After Date Distributions Begin.
 - (1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated beneficiary, determined as follows:
 - (i) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (ii) If the Participant's surviving spouse is the Participant's sole designated beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
 - (iii) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, the designated beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
 - (2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

PENSION PLAN PART B – PLAN DOCUMENT

(b) **Death Before Date Distributions Begin.**

- (1) **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated beneficiary, determined as provided in Section 14.4(a).
- (2) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (3) **Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.** If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 14.2(b)(1), this Section 14.4(b) will apply as if the surviving spouse were the Participant.

14.5. DEFINITIONS.

- (a) **Designated Beneficiary.** The individual who is designated as the beneficiary under Section 1.3 of the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.
- (b) **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 14.2(b). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.
- (c) **Life Expectancy.** Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.
- (d) **Participant's Account Balance.** The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (e) **Required Beginning Date.** The date specified in Section 7.1 of the Plan.

PENSION PLAN PART B – PLAN DOCUMENT

IN WITNESS WHEREOF, the Trustees have approved and adopted this amended Pension Plan this July 24, 2008 at San Jose, California.

MANAGEMENT TRUSTEES

William T. Barrow

Bill Pfeiffer

Patrick L. Mark

Timothy Daniels

LABOR TRUSTEES

Richard Bratthauer

Gerald E. Pfeiffer

Craig Simmons

Robert V. Tragni

I.B.E.W. LOCAL NO. 332 PENSION TRUST
PENSION PLANS PART A AND PART B

BOARD OF TRUSTEES

Labor Trustees:

Richard Bratthauer
Gerald E. Pfeiffer
Craig Simmons
Robert V. Tragni

Management

William T. Barrow
Bill Pfeiffer
Patrick L. Mark
Timothy Daniels

Plan Administrator

United Administrative Services, Inc.
1120 S. Bascom Ave.
San Jose, CA 95128-3590
Phone: (408) 288-4400

Union

I.B.E.W. Local Union No. 332
2125 Canoas Garden Ave.
San Jose, California 95125-2171
Phone: (408) 269-4332

Employee Benefit Plan Consultants

Joseph H. Herrle & Associates, Inc.
Kaufmann & Goble Associates

Actuary

Sidney T. Kaufmann, F.S.A.
Kaufmann & Goble Associates

Legal Counsel

George M. Kraw
Kraw & Kraw

Investment Consultants

Alan D. Biller & Associates

Auditor

Hemming Morse, Inc.

Investment Managers
Pension Plan – Part A

AFL-CIO Housing Investment Trust
American Funds
American Realty Advisors
Barrow, Hanley, Mewhinney & Strauss, Inc
Goldman Sachs Asset Management
Mellon
Panagora
PIMCO

Investment Managers
Pension Plan – Part B

American Funds
Calamos Holdings, LLC
DFA
Dodge & Cox
Ferguson Weillman Capital Management,
JP Morgan
Loomis Sayles
McMorgan & Company

Investment Managers (Con't)
Pension Plan – Part A

Sierra Investment Partners, Inc.
Strategic Property Advisers, Inc
ULLICO J for Jobs
Wells Capital Management
Wellington Management Company, LLP
Western Asset Management

Investment Managers (Con't)
Pension Plan – Part B

Prudential Retirement
PIMCO
Templeton
Thornburg Investment Management
U.S. Trust Company
Vanguard Group

I.B.E.W. LOCAL NO. 332 PENSION PLAN PART A
(As amended and restated July 1, 2008)

Amendment 1

Pursuant to the authority set forth in Article X of the I.B.E.W. Local No. 332 Pension Plan Part A, amended and restated effective as of July 1, 2008 (the "Plan"), the Trustees hereby amend the Plan, effective January 1, 2007, as stated herein.

1. A new paragraph (4) is added to Article VII Section 4 (I) to read in its entirety as follows:

- (4) If a Participant dies while performing qualified military service (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994) on or after January 1, 2007, the beneficiaries of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under this Plan had the Participant resumed covered employment and then terminated covered employment on account of death.

Executed on September 24, 2008 at Monterey, California.

EMPLOYER TRUSTEES

P. A. M.
William J. Buff
James J. James
James J. James

UNION TRUSTEES

Robert V. Tignor
Ed Bratt
Merald D. Pfeiffer

I.B.E.W. LOCAL NO. 332 PENSION PLAN PART A
(As amended and restated July 1, 2008)

Amendment 2

Pursuant to the authority set forth in Article X of the I.B.E.W. Local No. 332 Pension Plan Part A, amended and restated effective as of July 1, 2008 (the "Plan"), the Trustees hereby amend the Plan, effective January 1, 2009, as stated herein.

1. A new paragraph (5) is added to Article VII Section (4)(I) to read in its entirety as follows:

- (5) 100% Pre-Retirement Survivor Annuity. The surviving spouse of a vested Participant who dies before retirement may elect to receive a 100% Pre-Retirement Survivor Annuity if the Participant had reached the age of 58 and obtained 22 years of vesting credit prior to his or her death, provided that the Participant and spouse were married throughout the twelve (12) month period immediately preceding the Participant's death. The amount of each monthly benefit payment shall be equal to the amount of the monthly benefit to which the Participant would have been entitled if he/she had retired on the date of his/her death and elected the 100% Joint and Survivor benefit described in subsection E above. Monthly benefit payments to the surviving spouse shall commence on the first day of the month following the month in which the Participant would have been eligible for retirement had the Participant survived. If the Participant's surviving spouse is eligible to receive benefits under this subparagraph, the Participant's designation of another beneficiary to receive benefits under paragraph I(1) or I(3) shall have no effect. In lieu of the 100% Pre-Retirement Survivor Annuity, a surviving spouse may elect to receive the lump sum death benefit under Article VII, Section (4)(I)(1).

Executed on September 24, 2008 at Monterey, California.

EMPLOYER TRUSTEES

Pat Mc
Will J. Puff
Jim Daniel
Sam Han

UNION TRUSTEES

Robert L. Tregan
Bob Bostman
Ronald D. Puff

I.B.E.W. LOCAL NO. 332 PENSION PLAN PART A
(As amended and restated July 1, 2008)

Amendment 3

Pursuant to the authority set forth in Article X of the I.B.E.W. Local No. 332 Pension Plan Part A, amended and restated effective as of September 1, 2008 (the "Plan"), the Trustees hereby amend the Plan as stated herein.

1. Effective November 1, 2009, Paragraph 5 under the Section entitled "Are there any requirements for a disability pension?" on page 16 shall be replaced with the following:



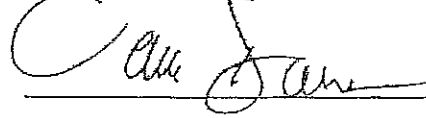
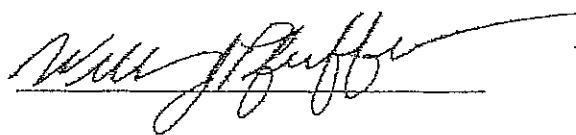
5. No disability benefit shall be paid attributable to covered hours worked after October 1, 1987 if the Participant has worked in Non-Qualified Employment.

2. Effective November 1, 2009, Article IV Section 3(B) is deleted in its entirety and replaced with the following:



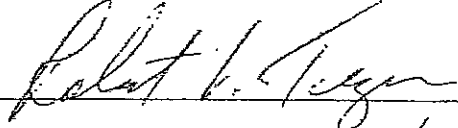
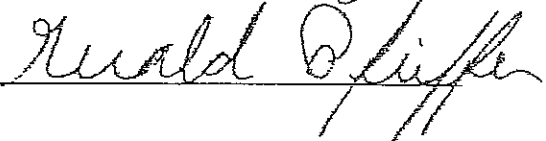
B. No disability benefit shall be paid attributable to covered hours worked after October 1, 1987 if the Participant has worked in Non-Qualified Employment.

Executed on October 7, 2009 at Carmel, California.

EMPLOYER TRUSTEES

UNION TRUSTEES

I.B.E.W. LOCAL NO. 332 PENSION PLAN PART A
(As amended and restated September 1, 2008)

Amendment 4

Pursuant to the authority set forth in Article X of the I.B.E.W. Local No. 332 Pension Plan Part A (the "Plan"), the Trustees hereby amend the Plan, as follows:

1. Article XI Section 6 of the Plan is amended in its entirety to read as follows:

Section 6. Contributions and benefits under this Plan shall comply with the limitations set forth in Section 415 of the Internal Revenue Code and regulations promulgated pursuant thereto, which limitations are hereby incorporated by reference. The following language describes some of the applicable definitions and limitations:

A. General Limit:

- (1) Notwithstanding any other provision of this Plan, the annual pension payable with respect to any Participant shall not exceed One Hundred Sixty Thousand Dollars (\$160,000), as adjusted, effective January 1 of each year, under Section 415(d) of the Code in such manner as the Secretary shall prescribe. A limitation as adjusted under Section 415(d) of the Code will apply to limitation years ending with or within the calendar year for which the adjustment applies. This Section shall be effective for limitation years ending after December 31, 2001.

Benefit increases resulting from the increase in the limitations of Section 415(b) of the Code will be provided to all employees participating in the Plan who have one hour of service on or after the first day of the first limitation year ending after December 31, 2001.

- (2) This limit shall not apply to any pension that does not exceed One Thousand Dollars (\$1,000) a year for each year of service with an employer, including years before the employer adopted this Plan, up to a maximum of Ten Thousand Dollars (\$10,000), unless the Participant has also been covered by an individual account plan to which an employer contributed on the behalf of the Participant. The special \$10,000 exception set forth in this subsection (2) applies to a Participant without regard to whether that Participant ever participated in one or more other plans maintained by an employer who also maintains this Plan, provided that none of such other plans were maintained as a result of collective bargaining involving the same employee representative as the multiemployer plan.
- (3) The limitations in this section shall be applied as if all employers were a single employer, without distinguishing among them as to the source of a Participant's benefits, contributions, earnings or service.

B. For Purposes of this Section:

- (1) "Pension" means an annual benefit payable at age sixty-five (65) as a straight life annuity with no ancillary benefits, a Husband-and-Wife Pension, and a Disability pension. A benefit payable in any other form shall be converted to the Actuarial Equivalent of a straight life annuity, for the purposes of applying these limits, based on a five percent (5%) interest assumption. Other required adjustments are

provided for below. Notwithstanding the above, for purposes of applying the limitation in this Article XI, in limitation years beginning on or after July 1, 2007, a benefit that is payable in any form other than a straight life annuity and that is not subject to section 417(e)(3) of the Code must be adjusted to an actuarially equivalent straight life annuity that equals the greater of the annual amount of the straight life annuity (if any) payable under the Plan at the same annuity starting date, and the annual amount of a straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using an interest rate of 5 percent and the applicable mortality table under section 417(e)(3) of the Code.

- (2) "Compensation" means all earnings and any other taxable compensation received for a year from any employer, or from any company in an employer's controlled group or affiliated service group within the meaning of Sections 414(b), (c), or (m) of the Internal Revenue Code.

C. Maximum Permissible Benefit. The "maximum permissible benefit" is the defined benefit dollar limitation (adjusted where required as provided in (1) and, if applicable, in (2) or (3) below).

- (1) If the Participant has fewer than ten (10) years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number or years (or part thereof) of participation in the Plan and (ii) the denominator of which is ten (10).
- (2) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is:
- (i) if the annuity starting date is in a limitation year beginning before July 1, 2007, the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the dollar limitation under section 415(b)(1)(A) (as adjusted under section 415(d)), with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (a) the interest rate and mortality table or other tabular factor specified in the Plan for determining actuarial equivalence for early retirement purposes; or (b) a 5 percent interest rate assumption and the applicable mortality table.
- (ii) if the annuity starting date is in a limitation year beginning on or after July 1 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the dollar limitation under section 415(b)(1)(A) (as adjusted under section 415(d)), with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table and expressing the Participant's age based on completed calendar months as of the annuity starting date.
- (iii) if the annuity starting date is in a limitation year beginning on or after July 1 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the lesser of (a) the adjusted dollar limitation determined in accordance with (ii); and (b) the product of the

dollar limitation under section 415(b)(1)(A) (as adjusted under section 415(d)) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan to the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of section 415.

- (3) If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation:
- (i) if the annuity starting date is in a limitation year beginning before July 1, 2007, the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date this is the actuarial equivalent of the dollar limitation under section 415(b)(1)(A) (as adjusted under section 415(d)), with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (a) the interest rate and mortality table or other tabular factor specified in the Plan for determining actuarial equivalence for delayed retirement purposes; or (b) a 5 percent interest rate assumptions and the applicable mortality table.
 - (ii) if the annuity starting date is in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the dollar limitation under section 415(b)(1)(A) (as adjusted under section 415(d)), with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table and expressing the Participant's age based on completed calendar months as of the annuity starting date.
 - (iii) if the annuity starting date is in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the lesser of (a) the adjusted dollar limitation determined in accordance with (ii); and (b) the product of the dollar limitation under section 415(b)(1)(A) (as adjusted under section 415(d)) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of section 415.

The applicable mortality table is the mortality table prescribed by section 415(b)(2)(E)(v) of the Code.

- D. Protection of Prior Benefits. For any year before 1992, the limitations prescribed by Section 415 of the Internal Revenue Code as in effect before enactment of the Tax Equity and Fiscal Responsibility Act of 1982 shall apply, and no pension earned under this Plan prior to 1986 shall be reduced on account of the provisions of this Section if it would have satisfied those limitations under that prior law. The application of the provisions of this Article XI shall not cause the maximum permissible benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the employer or a predecessor employer as of the end of the last limitation year beginning before July 1, 2007 under provisions of the plans that were both

adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, Regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last limitation year beginning before July 1, 2007, as described in Section 1.415(a)-1(g)(4) of the Treasury Regulations.

2. Article 10 Section 1 is amended by adding the following paragraph to the end thereof to read as follows:

Effective for Plan amendments adopted after August 9, 2006, no amendment to the Plan (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit. For purposes of this Section, a Plan amendment that has the effect of (i) eliminating or reducing an early retirement benefit or a retirement-type subsidy, or (ii) eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing accrued benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the preamendment conditions for the subsidy. Notwithstanding the preceding sentences, a Participant's accrued benefit, early retirement benefit, retirement-type subsidy, or optional form of benefit may be reduced to the extent permitted under Sections 1.411(d)-3 and 1.411(d)-4 of the Treasury Regulations.

Executed on October 22, 2009 at San Jose, CA

EMPLOYER TRUSTEES

UNION TRUSTEES

[Signature]
Walter J. Puffer
[Signature]
[Signature]

[Signature]
[Signature]
Craig Simon
Ronald Pfeiffer

I.B.E.W. LOCAL NO. 332 PENSION PLAN PART A
(As amended and restated July 1, 2008)

Amendment 5

Pursuant to the authority set forth in Article X of the I.B.E.W. Local No. 332 Pension Plan Part A, amended and restated effective as of September 1, 2008 (the "Plan"), the Trustees hereby amend the Plan as stated herein.

1. Effective January 1, 2010, Article IV, Section 4 is revised in its entirety as follows:

Section 4. Increases in Normal or Early Retirement Benefits.

- A. Upon reaching age sixty-five (65), a Participant who has been receiving disability retirement benefits shall begin receiving normal retirement benefits in accordance with the terms of the Plan.
- (1) For disability retirements effective on or before December 31, 2009, in addition to the benefits accrued prior to the onset of disability, the Participant shall be entitled to an increase in the normal retirement benefit calculated as if contributions had been paid from the onset of the disability until age sixty-five (65). The increase shall be calculated based on two and one-half percent (2.5%) of contributions for the same monthly average of hours on which the monthly disability retirement benefit was computed under Section 3 above. In the absence of specific Plan language to the contrary, the Participant's normal retirement benefit shall not include benefit increases adopted during the period of disability retirement.
 - (2) For disability retirements effective on or after January 1, 2010, in addition to the benefits accrued prior to the onset of disability, the Participant shall be entitled to an increase in the normal retirement benefit calculated as if contributions had been paid from the onset of the disability until age sixty-five (65). The increase shall be calculated based on one and one-half percent (1.5%) of contributions at a contribution rate of \$2.50 per hour for the same monthly average of hours on which the monthly disability retirement benefit was computed under Section 3 above. In the absence of specific Plan language to the contrary, the Participant's normal retirement benefit shall not include benefit increases adopted during the period of disability retirement.
- B. In the event disability ceases prior to the Participant reaching age sixty-five (65), the Participant thereafter may elect early or normal retirement in accordance with Article V. The early or normal retirement benefit shall include benefits earned during disability retirement based on the contribution formula described in Section 4 above, but shall not include other benefit increases adopted during the period of disability retirement.

Executed on December 17, 2009 at San Jose, California.

EMPLOYER TRUSTEES

Alan J. Dunn
Will J. Puff
John
Sam Daniels

UNION TRUSTEES

Robert V. Tynan
Bob Bortner
Clay Summers
Mervyn P. Puffer

Executed on December 17, 2009 at San Jose, California.

EMPLOYER TRUSTEES

Alan Dunn

Will J. Buff

et al

Don Daniel

UNION TRUSTEES

Robert V. Togni

Ken B. B. B.

Clay Summers

Ronald D. Buff

COPY

I.B.E.W. LOCAL NO. 332 PENSION PLAN PART A
(As amended and restated July 1, 2008)

Amendment 6

Pursuant to the authority set forth in Article X of the I.B.E.W. Local No. 332 Pension Plan Part A, amended and restated effective as of September 1, 2008 (the "Plan"), the Trustees hereby amend the Plan as stated herein.

Effective January 1, 2011, Article VI, Section 1(B) is revised in its entirety to read as follows:

- B. Future Credited Service: One and six tenths percent (1.6%) of total contributions made on behalf of the Participant for any retirements occurring prior to December 31, 1976, and two percent (2.0%) of the total contributions made on behalf of the Participant for retirements occurring on and after January 1, 1977. Retirements occurring on and after January 1, 1986, shall equal three percent (3%) of total employer contributions.

For retirements on or after January 1, 1993, benefits attributable to Covered Employment during calendar year 1991 shall be increased by fifty percent (50%).

Future Service Credit for retirement on or after January 1, 1989, shall be calculated as follows:

- (1) Three percent (3%) of employer contributions until the Participant has completed twenty (20) years of total service;
- (2) Three and one quarter percent (3.25%) of employer contributions made for each subsequent Plan Year until the Participant has completed twenty-five (25) years of total service; and
- (3) Three and one-half percent (3.5%) of employer contributions made for all subsequent Plan Years.

For all hours worked between June 1, 1997 and December 31, 2005, the "credit rate" for employer contributions shall be \$3.00 per hour worked, regardless of the actual contribution. For all hours worked between January 1, 2006 and December 31, 2007 the "credit rate" for employer contributions shall be \$3.10 per hour worked, regardless of the actual contribution. For all hours worked between January 1, 2008 and before December 31, 2010, the "credit rate" for employer contributions shall be \$3.30 per hour worked, regardless of the actual contribution. Effective for all hours worked on or after January 1, 2011, the "credit rate" for employer contributions shall be \$3.00 per hour worked, regardless of the actual contribution. The "credit rate" for any Plan Year may be increased by vote of the Board of Trustees.

The following reflects the credit rate for all plan years since 1997, including those years in which the base "credit rate" was increased by the Board of Trustees:

The Board voted to increase the credit rate to \$3.30 for hours worked between June 1, 1997 and December 31, 2000.

The credit rate for hours worked between January 1, 2001 and December 31, 2004 is \$3.00.

The Board voted to increase the credit rate to \$3.10 for hours worked between January 1, 2005 and December 31, 2005.

The Board voted to increase the credit rate to \$3.35 for hours worked between January 1, 2006 and December 31, 2007.

The Board voted to increase the credit rate to \$3.55 for all hours worked between January 1, 2008 and December 31, 2008.

The credit rate for hours worked between January 1, 2009 and December 31, 2010 is \$3.30.

The credit rate for hours worked on or after January 1, 2011 is \$3.00.

Executed on _____, 2010 at _____, California.

EMPLOYER TRUSTEES

UNION TRUSTEES

I.B.E.W. LOCAL 332 PENSION FUND
POLICY ON CREDITING OF CONTRIBUTIONS

Any pension contributions received from any source shall first be used to satisfy the Participant's Part A hourly contribution, and then once the Part A hourly contribution has been fully satisfied, the remainder shall be used to satisfy the Part B hourly contribution.

LB.E.W. LOCAL NO. 332 PENSION PLAN PART A
(As amended and restated July 1, 2008)

Amendment 7

Pursuant to the authority set forth in Article X of the LB.E.W. Local No. 332 Pension Plan Part A (the "Plan") the Board of Trustees hereby adopts the following amendment to the Plan:

1. The first paragraph of Article VII, Section 6 of the Plan is amended in its entirety to read as follows:

Section 6. No less than thirty (30) days and no more than one hundred eighty (180) days prior to the annuity starting date, the Plan shall provide to each Participant a written explanation including: (1) a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of section 417(a)(3) of the Code and Treas. Reg. 1.417(a)(3)-1; (2) the terms and conditions of the Fifty Percent (50%) Joint and Survivor Annuity benefit and the Qualified Optional 75% Survivor Annuity benefit; (3) the Participant's right to make, and the effect of, an election to waive the Fifty Percent (50%) Joint and Survivor Annuity benefit and the Qualified Optional 75% Survivor Annuity benefit; (4) the spouse's right to consent to the Participant's election to waive the Fifty Percent (50%) Joint and Survivor Annuity and the Qualified Optional 75% Survivor Annuity benefit and (5) the right to make, and the effect of, a revocation of an election to waive the Fifty Percent (50%) Joint and Survivor Annuity benefit and the Qualified Optional 75% Survivor Annuity benefit. The term "annuity starting date" means the first day of the first period for which an amount is payable as an annuity or, in the case of a benefit that is not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

1. Article XI, Section 11 of the Plan is amended to add two new paragraphs to the end thereof to read as follows:

The definition of compensation in Article XI, Section 11 of the Plan, includes payments made by the later of 2 ½ months after severance from employment, or the end of the limitation year that includes the date of severance from employment, if, absent a severance from employment, such payments would have been paid to the employee while the employee continued in employment with the employer, and are regular compensation for services during the employee's regular working hours, compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation.

For limitation years beginning on or after January 1, 2001, Compensation shall include elective amounts that are not includible in the gross income of the employee by reason of Code section 132(f)(4).

Executed on April 28, 2011, 2011 at San Jose CA.

EMPLOYER TRUSTEES

[Signature]

Victor Castello

[Signature]

Tom Daniels

UNION TRUSTEES

[Signature]

[Signature]

Ronald O. Pfeffer

I.B.E.W. LOCAL NO. 332 PENSION PLAN PART A
(As amended and restated July 1, 2008)

Amendment 8

Pursuant to the authority set forth in Article X of the I.B.E.W. Local No. 332 Pension Plan Part A, as amended and restated effective as of September 1, 2008 (the "Plan"), the Board of Trustees hereby amends the Plan as stated herein:

Effective January 1, 2011, the last sentence of Article VI, Section 1(b) of the Plan is amended in its entirety to read as follows:

The Board voted to increase the credit rate to \$3.30 for all hours worked between January 1, 2011 and December 31, 2011.

Executed on May 26, 2011 at Sawycos, Ca.

EMPLOYER TRUSTEES

John Dancer

Victor Castello

Will J. Puffer

UNION TRUSTEES

Robt. Puffer

Ronald Puffer

Rich Brattman

Robert L. Puffer

I.B.E.W. LOCAL NO. 332 PENSION PLAN PART A
(As amended and restated September 1, 2008)

Amendment 9

Pursuant to the authority set forth in Article X of the I.B.E.W. Local No. 332 Pension Plan Part A, as amended and restated effective as of September 1, 2008 (the "Plan"), the Board of Trustees hereby amends the Plan as stated herein:

The following section is added to the List of Professionals for Pension Plans Part A and Part B on pages 30 and 31 of Pension Plan Part B in the Pension Plan Booklet to read as follows:

Corporate Co-Trustee

Wilmington Trust Retirement and Institutional Services Company

Executed on July 28, 2011 at San Jose, CA.

EMPLOYER TRUSTEES

UNION TRUSTEES

Mark Stuffer
John A. Jones
Alta

Pat Buz
Ronald Pfeiffer
Rich Bantleman

IB.E.W. LOCAL NO. 332 PENSION PLAN PART A
(As amended and restated July 1, 2008)

Amendment 10

Pursuant to the authority set forth in Article X of the I.B.E.W. Local No. 332 Pension Plan Part A, as amended and restated effective as of September 1, 2008 (the "Plan"), the Board of Trustees hereby amends the Plan as stated herein:

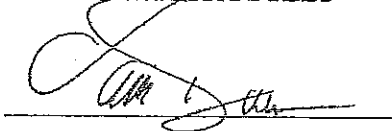
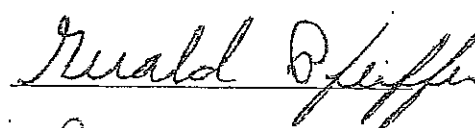
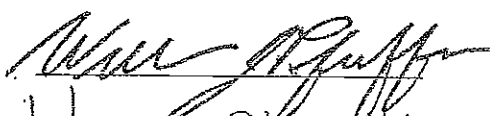
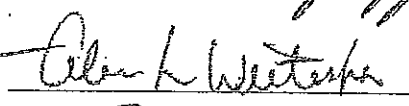

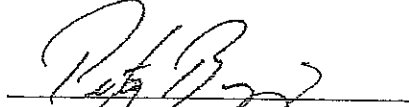

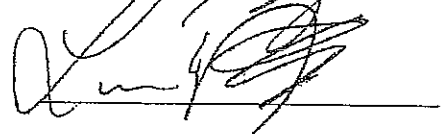
Two new sentences are added to Article VI, Section 1(b) of the Plan as follows:

1. The Board voted to increase the credit rate to \$3.30 for all hours worked between January 1, 2012 and December 31, 2012.
2. The Board voted to increase the credit rate to \$3.30 for all hours worked between January 1, 2013 and December 31, 2013.

Executed on December 5, 2012 at SAN JOSE, CA.

EMPLOYER TRUSTEES

UNION TRUSTEES

I.B.E.W. LOCAL 332 PENSION PLAN PART B
(As amended and restated effective July 1, 2008)



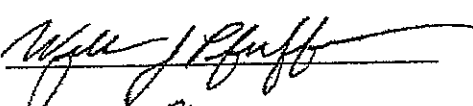
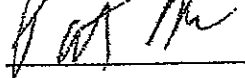
Amendment 1

Pursuant to the authority set forth in Article XII, Section 12.1 of the I.B.E.W. Local 332 Pension Plan – Part B, the Trustees hereby amend Article V, effective January 1, 2007, to add Section 5.4 as follows:

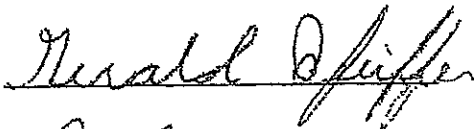
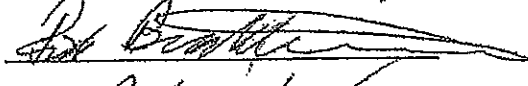
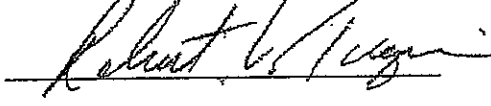

5.4 DEATH DURING QUALIFIED MILITARY SERVICE. If a Participant dies while performing qualified military service (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994) on or after January 1, 2007, the beneficiaries of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under this Plan had the Participant resumed covered employment and then terminated covered employment on account of death.

Executed on September 25, 2008 at Monterey, California.

EMPLOYER TRUSTEES

UNION TRUSTEES

I.B.E.W. LOCAL 332 PENSION PLAN PART B
(As amended and restated effective September 1, 2008)

Amendment 2

Pursuant to the authority set forth in Article XII, Section 12.1 of the I.B.E.W. Local 332 Pension Plan – Part B, the Trustees hereby amend Article IV, effective September 1, 2008, to add Section 4.6 as follows:

4.6 WORKER'S COMPENSATION DISABILITY. A Participant is eligible to receive benefits under the method described in Section 4.2 (c) if He/she meets all the following criteria:




- (a) He/she has been disabled from working in covered employment for at least two (2) years because of an on-the-job injury or illness; and
- (b) He/she has an open worker's compensation claim; and
- (c) He/she has attained the age of 55; and
- (d) He/she has an account balance of less than \$30,000.

The specified monthly amount shall be no less than one percent (1%) and no more than three percent (3%) of the Participant's account balance at the time the disability retirement application is approved. The monthly amount may be changed from time to time at the written request of the Participant, subject to a maximum of two (2) changes per calendar year. Retroactive changes are not permitted.

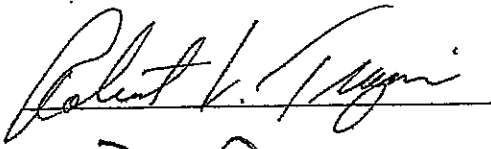
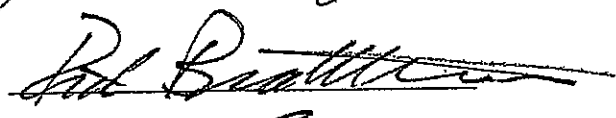

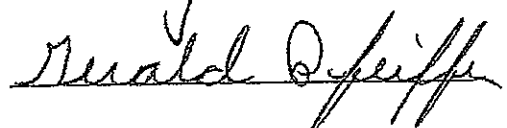
The benefit shall be payable effective the first day of the month following the month in which the Participant meets the eligibility requirements and shall be paid until the account is exhausted or until the Participant recovers from the on-the-job injury or illness.

Executed on January 22, 2009, at San Jose, California.

EMPLOYER TRUSTEES

UNION TRUSTEES

I.B.E.W. LOCAL 332 PENSION PLAN PART B
(As amended and restated effective September 1, 2008)

Amendment 3

Pursuant to the authority set forth in Article XII, Section 12.1 of the I.B.E.W. Local 332 Pension Plan – Part B, the Trustees hereby amend the Plan as follows:

1. Effective June 1, 2009, Article VIII Section 8.4(a) of the Plan is amended in its entirety to read as follows:

8.4 DEFINITIONS.

- (a) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any amount that is distributed on account of hardship.

2. Article X Section 10.1(d) of the Plan is amended by adding the following language at the end thereof to read as follows:

Effective for limitations years beginning on or after July 1, 2007, annual additions due not include payments allocated to a Participant's account to restore losses to the Plan resulting from actions (or a failure to act) by a Plan fiduciary for which there is a reasonable risk of liability for breach of fiduciary duty under Title I of ERISA or under applicable federal or state law, where similarly situated Plan Participants are similarly treated with respect to the payments. Pending further guidance from the Service, the Plan may implement the former correction methods for excess annual additions as provided under the 1981 Treasury regulations, pursuant to the self-correction methods under the Employee Plans Compliance Resolution System (EPCRS) and provided the rules of Section 9 of Rev. Proc. 2006-27 are met.

3. Article X Section 10.3 of the Plan is amended by adding the following language at the end thereof to read as follows:

Notwithstanding the foregoing, effective for limitations years beginning on or after July 1, 2007, any amounts that are includable in the gross income of an employee under the rules of Code section 409A or 457(f)(1)(A), or because the amounts are

Executed on October 8, 2009 at Carmel, California.

EMPLOYER TRUSTEES

Jim Daniels

ATM

Ann Sam

Walt J. Ruffe

UNION TRUSTEES

Craig Simmons

Pat Brattice

Robert L. Tye

Ronald D. Ruffe

I.B.E.W. LOCAL 332 PENSION PLAN PART B
(As amended and restated effective September 1, 2008)

Amendment 4

Pursuant to the authority set forth in Article XII, Section 12.1 of the I.B.E.W. Local 332 Pension Plan – Part B, the Trustees hereby amend Article IV, effective January 1, 2010, to add Section 4.7 as follows:

4.7 TEMPORARY PARTIAL EARLY DISTRIBUTION FOLLOWING TERMINATION OF EMPLOYMENT. A Participant who meets the following criteria shall be entitled to make a one-time election for a partial lump sum distribution up to a maximum distribution amount equal to the lesser of 50% of the Participant's account balance as of the date of the election or \$50,000. A Participant eligible to make such an election:

- (a) has incurred a Termination of Employment; and
- (b) has not received any Contributions to his or her account for the 90-day period prior to the one-time election.

Such distribution election shall be available for participants who incurred a Termination of Employment on or after August 1, 2008 and before December 31, 2010.

Executed on December 17, 2009 at San Jose, California.

EMPLOYER TRUSTEES

[Signature]
[Signature]
[Signature]

UNION TRUSTEES

[Signature]
[Signature]
[Signature]

L.B.E.W. LOCAL 332 PENSION PLAN PART B
(As amended and restated effective September 1, 2008)

Amendment 5

Pursuant to the authority set forth in Article XII, Section 12.1 of the L.B.E.W. Local 332 Pension Plan – Part B, the Trustees hereby amend Article XIV, Section 14.2 to add a new subsection (d) to read as follows:

- (d) 2009 Required Minimum Distribution Waiver. Notwithstanding any other provisions of the Plan, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years, will not receive those distributions for 2009.

In addition, a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to section 401(a)(9)(H).

Executed on January 27, 2011 at San Jose, California.

EMPLOYER TRUSTEES

UNION TRUSTEES

[Signature]

[Signature]

[Signature]

[Signature]

Victor Cantello

Ronald S. Pfeiffer

[Signature]

I.B.E.W. LOCAL 332 PENSION PLAN PART B
(As amended and restated effective September 1, 2008)

Amendment 6

Pursuant to the authority set forth in Article XII, Section 12.1 of the I.B.E.W. Local 332 Pension Plan – Part B, the Trustees hereby revise Article IV, Section 4.7 in its entirety as follows:

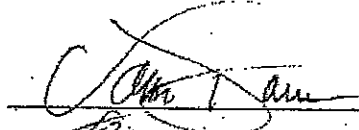

4.7 TEMPORARY PARTIAL EARLY DISTRIBUTION FOLLOWING TERMINATION OF EMPLOYMENT. A Participant who meets the following criteria shall be entitled to make a one-time election for a partial lump sum distribution up to a ~~maximum~~ distribution amount equal to the lesser of 50% of the Participant's account balance as of the date of the election or \$50,000. A Participant eligible to make such an election:

- (a) has incurred a Termination of Employment; and
- (b) has not received any Contributions to his or her account for the 90-day period prior to the one-time election.

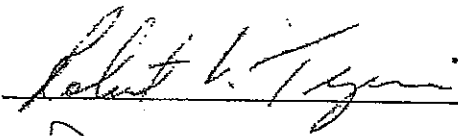
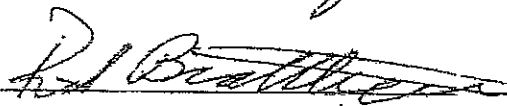
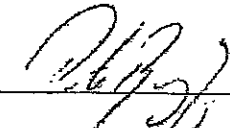
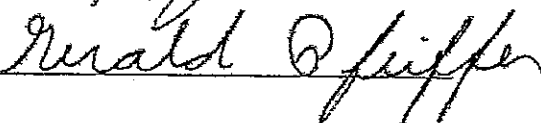
Such distribution election shall be available for participants who incurred a Termination of Employment on or after August 1, 2008 and before May 31, 2011.

Executed on 9.2.24, 2011 at San Jose, California.

EMPLOYER TRUSTEES

UNION TRUSTEES

I.B.E.W. LOCAL 332 PENSION PLAN PART B
(As amended and restated effective September 1, 2008)

Amendment 7

Pursuant to the authority set forth in Article XII, Section 12.1 of the I.B.E.W. Local 332 Pension Plan -- Part B, the Trustees hereby revise Article IV, Section 4.7 in its entirety as follows:


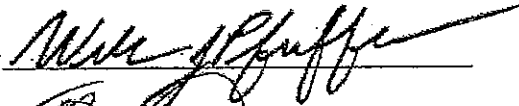
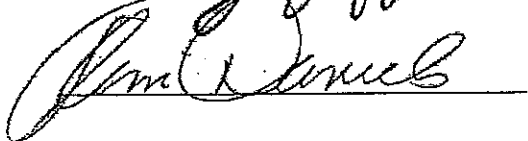
4.7 TEMPORARY PARTIAL EARLY DISTRIBUTION FOLLOWING TERMINATION OF EMPLOYMENT. A Participant who meets the following criteria shall be entitled to make a one-time election for a partial lump sum distribution up to a maximum distribution amount equal to the lesser of 50% of the Participant's account balance as of the date of the election or \$50,000. A Participant eligible to make such an election:

- (a) has incurred a Termination of Employment; and
- (b) has not received any Contributions to his or her account for the 90-day period prior to the one-time election.

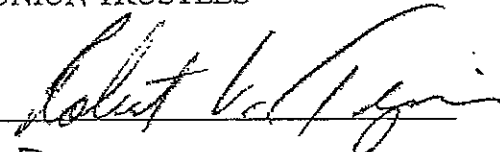
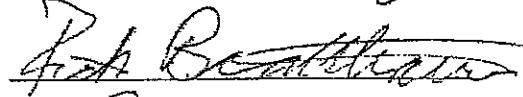
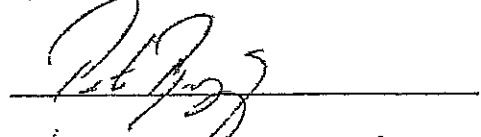
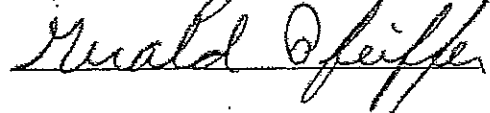
Such distribution election shall be available for participants who incurred a Termination of Employment on or after August 1, 2008 and before September 30, 2011.

Executed on June 23, 2011 at San Jose, California.

EMPLOYER TRUSTEES


Victor Castillo



UNION TRUSTEES

I.B.E.W. LOCAL NO. 332 PENSION PLAN PART A
(As amended and restated July 1, 2008)

Amendment 8

Pursuant to the authority set forth in Article X of the I.B.E.W. Local No. 332 Pension Plan Part A, as amended and restated effective as of September 1, 2008 (the "Plan"), the Board of Trustees hereby amends the Plan as stated herein:

Effective January 1, 2011, the last sentence of Article VI, Section 1(b) of the Plan is amended in its entirety to read as follows:

The Board voted to increase the credit rate to \$3.30 for all hours worked between January 1, 2011 and December 31, 2011.

Executed on _____, 2011 at _____.

EMPLOYER TRUSTEES

UNION TRUSTEES

**Inter-Plan Transfer Agreement
Between
IBEW Local 332 Pension Plan Part B and
Solano Napa Counties Electrical Workers 401(a) Profit Sharing Plan**

COPY

This agreement is made by between the Board of Trustees of the I.B.E.W. Local 332 Pension Plan, Part B and the Board of Trustees of the Solano Napa Counties Electrical Workers 401(a) Profit Sharing Plan (hereinafter the Trustees and the Plans, respectively).

WHEREAS the Plans are qualified defined contributions plans which provide benefits to members of Local Unions of the International Brotherhood of Electrical Workers; and

WHEREAS the Trustees intend to allow transfers of a participant's account between their Plans; and

WHEREAS the Trustees intend that such transfers comply with all applicable requirements of ERISA and the Internal Revenue Code, and the regulations issued thereunder;

THEREFORE, the parties hereby adopt the following agreement:

1. All inter-plan transfers shall be voluntary for the participant.
2. The right of a participant to elect a transfer from one Plan to the other Plan is subject to the exclusive discretion of the Board of Trustees of the Transferor plan.
3. In making transfers pursuant to this agreement, each Plan's regular procedures shall apply for the payment of any income on amounts transferred, which may result in a delayed transfer of income, if any, which had accrued as of the initial transfer but was undetermined or undistributed at that time.
4. Notwithstanding the above, no transfer of any part of a participant's account shall be made if any part of the account has been specifically assigned in qualified domestic relations order to an alternate payee, unless the order so provides, or the alternate payee consents in writing.
5. If no qualified domestic relations order has been entered, but a former spouse has a potential claim against the account, then the Transferee Plan shall be responsible for determining the qualified status of any domestic relations order requiring the payment of benefits to the former spouse, and for paying all benefits covered under a resulting domestic relations order. The Trustees of each Plan agrees that, as Transferor Plan, it shall provide to the Transferee Plan any domestic relations order which is in its possession at the time of the transfer, or which is served on the Transferor Plan thereafter.

6. All transfers shall be in the form of cash, unless both Plans use the same investments, and the holder of the investments provides for transfers to specific assets, and the participant elects to transfer specific assets.
7. All amounts received pursuant to this agreement shall be 100% vested at all times.
8. The Trustees of each Plan agrees to amend its Plan to accept transfers to its Plan from the other Plan. The Trustees of each Plan agrees that it shall provide sufficient information to allow the Transferee Plan to maintain the necessary records.
9. The Trustees of each Plan agrees that under no circumstances shall this agreement be construed to provide for any transfer which would cause, or which actually results in, the double payments of benefits on behalf of a participant and/or beneficiary. If a Transferee Plan is required to pay benefits to, or on behalf of, a participant after the participant's account has been transferred, the Transferee Plan shall reimburse the Transferor Plan for any benefits which it has paid.
10. This agreement may be amended or terminated at any time by written agreement of both parties.

In WITNESS OF THE ADOPTION OF THIS AGREEMENT, the authorized representatives of the parties hereby affix their signatures.

BOARD OF TRUSTEES, I.B.E.W. Pension Plan, Part B

By: Ronald D. Puffer DATE 10/12/2011
Chairman

By: [Signature] DATE 10/12/2011
Co-Chairman

BOARD OF TRUSTEES, Solano Napa Counties Electrical Workers 401(a) Profit Sharing Plan

By: _____ DATE _____
Chairman (Dan Broadwater)

By: [Signature] DATE 9/1/11
Co-Chairman (Don Campbell)

**Inter-Plan Transfer Agreement
Between
IBEW Local 332 Pension Plan Part B and
Solano Napa Counties Electrical Workers 401(a) Profit Sharing Plan**

This agreement is made by between the Board of Trustees of the I.B.E.W. Local 332 Pension Plan, Part B and the Board of Trustees of the **Solano Napa Counties Electrical Workers 401(a) Profit Sharing Plan** (hereinafter the Trustees and the Plans, respectively).

WHEREAS the Plans are qualified defined contributions plans which provide benefits to members of Local Unions of the International Brotherhood of Electrical Workers; and

WHEREAS the Trustees intend to allow transfers of a participant's account between their Plans; and

WHEREAS the Trustees intend that such transfers comply with all applicable requirements of ERISA and the Internal Revenue Code, and the regulations issued thereunder;

THEREFORE, the parties hereby adopt the following agreement:

1. All inter-plan transfers shall be voluntary for the participant.
2. The right of a participant to elect a transfer from one Plan to the other Plan is subject to the exclusive discretion of the Board of Trustees of the Transferor plan.
3. In making transfers pursuant to this agreement, each Plan's regular procedures shall apply for the payment of any income on amounts transferred, which may result in a delayed transfer of income, if any, which had accrued as of the initial transfer but was undetermined or undistributed at that time.
4. Notwithstanding the above, no transfer of any part of a participant's account shall be made if any part of the account has been specifically assigned in qualified domestic relations order to an alternate payee, unless the order so provides; or the alternate payee consents in writing.
5. If no qualified domestic relations order has been entered, but a former spouse has a potential claim against the account, then the Transferee Plan shall be responsible for determining the qualified status of any domestic relations order requiring the payment of benefits to the former spouse, and for paying all benefits covered under a resulting domestic relations order. The Trustees of each Plan agrees that, as Transferor Plan, it shall provide to the Transferee Plan any domestic relations order which is in its possession at the time of the transfer, or which is served on the Transferor Plan thereafter.

6. All transfers shall be in the form of cash, unless both Plans use the same investments, and the holder of the investments provides for transfers to specific assets, and the participant elects to transfer specific assets.
7. All amounts received pursuant to this agreement shall be 100% vested at all times.
8. The Trustees of each Plan agrees to amend its Plan to accept transfers to its Plan from the other Plan. The Trustees of each Plan agrees that it shall provide sufficient information to allow the Transferee Plan to maintain the necessary records.
9. The Trustees of each Plan agrees that under no circumstances shall this agreement be construed to provide for any transfer which would cause, or which actually results in, the double payments of benefits on behalf of a participant and/or beneficiary. If a Transferee Plan is required to pay benefits to, or on behalf of, a participant after the participant's account has been transferred, the Transferee Plan shall reimburse the Transferor Plan for any benefits which it has paid.
10. This agreement may be amended or terminated at any time by written agreement of both parties.

IN WITNESS OF THE ADOPTION OF THIS AGREEMENT, the authorized representatives of the parties hereby affix their signatures.

BOARD OF TRUSTEES, I.B.E.W. Pension Plan, Part B

By: Ronald D. Jupp DATE 10/12/2011
Chairman

By: [Signature] DATE 10/12/2011
Co-Chairman

BOARD OF TRUSTEES, Solano Napa Counties Electrical Workers 401(a) Profit Sharing Plan

By: Dan Broadwater DATE 9-1-11
Chairman (Dan Broadwater)

By: _____ DATE _____
Co-Chairman (Don Campbell)

I.B.E.W. LOCAL 332 PENSION PLAN PART B
(As amended and restated effective September 1, 2008)

Amendment 9

Pursuant to the authority set forth in Article XII, Section 12.1 of the I.B.E.W. Local 332 Pension Plan – Part B, the Trustees hereby amend the Plan as follows:

1. A new definition “401(k) Account” is added to Article I of the Plan as the first definition therein to read as follows, and all subsequent definitions shall be renumbered accordingly:

401(k) ACCOUNT. The term 401(k) Account means the separate account into which elective deferrals are made under the Plan on behalf of Employees on or after July 1, 2013. Such Contributions are elected by the Participants in accordance with Section 3.4 of the Plan.

2. A new definition “Money Purchase Account” is added to Article I of the Plan immediately preceding the definition “Non-Qualified Employment” to read as follows, and all subsequent definitions shall be renumbered accordingly:

MONEY PURCHASE ACCOUNT. The term Money Purchase Account means the separate account into which Contributions are made under the Plan on behalf of Employees on or before June 30, 2013. Such contributions are “money purchase” contributions as such term is defined under Section 401(a) of the Code and its corresponding regulations. No Contributions shall be made into the Money Purchase Account after June 30, 2013.

3. A new definition “Nonelective Employer Contribution Account” is added to Article I of the Plan immediately following the new definition “Money Purchase Account” to read as follows, and all subsequent definitions shall be renumbered accordingly:

NONELECTIVE EMPLOYER CONTRIBUTION ACCOUNT. The term _____ Nonelective Employer Contribution Account means the separate account into which certain Contributions are made under the Plan on behalf of Employees on or after July 1, 2013. Such contributions are “qualified nonelective employer contributions” and satisfy the safe harbor nonelective contribution requirement under Treas. Reg. Section 1.401(k)-3(b). No Contributions shall be made into the Nonelective Employer Contribution Account before July 1, 2013.

4. The definition “Participant’s Basic Account” in Article I of the Plan is amended to read as follows:

PARTICIPANT’S BASIC ACCOUNT. The term Participant’s Basic Account, Participant’s Account or “account balance” means each Participant’s individual account maintained under the agreement with the Investment Source in accordance with the terms of this Plan. Each Participant’s Basic Account will be maintained so as to reflect the amount attributable to employer contributions,

rollovers, earnings thereon and certain expenses incurred. The Participant Basic Account is comprised of the Money Purchase Account, the Nonelective Employer Contribution Account, the 401(k) Account and the Rollover Account.

5. A new definition "Rollover Account" is added to Article I of the Plan immediately preceding the definition "Termination of Employment" to read as follows, and all subsequent definitions shall be renumbered accordingly:

ROLLOVER ACCOUNT. The term Rollover Account means the separate account into which the assets from a direct Trustee-to-Trustee transfer under Section 8.2 are deposited and maintained.

6. The following sentence is added to the end of Section 3.1 of the Plan to read as follows:

The Employer shall also make elective deferrals on behalf of each Participant who makes an elective deferral election in accordance with Section 3.4 of the Plan.

7. Section 3.2 of the Plan is amended to read as follows:

3.2 CREDITING OF EMPLOYER CONTRIBUTIONS. Employer contributions, exclusive of any administrative charges, shall be credited to each Participant's Basic Account in accordance with the following: (i) nonelective Contributions made through June 30, 2013 shall be "money purchase" contributions, as such term is defined in Section 401(a) of the Code and its corresponding regulations, and deposited into each Participant's Money Purchase Account; (ii) nonelective Contributions made on and after July 1, 2013 shall be "qualified nonelective employer contributions," as such term is defined under Section 401(k) of the Code and its corresponding regulations and deposited into each Participant's Nonelective Employer Contribution Account; and (iii) elective deferrals made on and after July 1, 2013 shall be deposited into each Participant's 401(k) Account in accordance with Section 3.4 of the Plan.

8. A new Section 3.4 is added to the Plan to read as follows:

3.4 401(k) CONTRIBUTIONS or ELECTIVE DEFERRALS. Effective as of July 1, 2013, a Participant may elect to have the Employer, on behalf of the Participant, defer a designated amount of the Participant's Compensation on a pre-tax basis and have such elective deferral amount deposited into the Participant's 401(k) Account. Elective deferral Contributions made under this Section 3.4 shall satisfy the requirements of a qualified cash or deferred arrangement as described in Section 401(k) of the Code.

- (a) A Participant may elect to defer \$2.00, \$4.00 or \$6.00 per hour of his Compensation.
- (b) A Participant may change his or her election up to two times per year, in accordance with administrative procedures.

- (c) A Participant who has attained age fifty (50) before the close of the taxable year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code. The 2013 \$5,500 catch-up contribution limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 414(v)(2)(C) of the Code. Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Section 402(g) of the Code. The Plan shall not be treated as failing to satisfy the requirements of the Plan implementing the requirements of Sections 401(k)(3), 401(k)(11), 401(k)(12), 402A, 410(b), or 416 of the Code, as applicable, by reason of the making of such catch-up contributions.
- (d) Except to the extent permitted under Section 3.4(c), no Participant shall be permitted to make elective deferrals during any taxable year in excess of the dollar limitation contained in Section 402(g) of the Code in effect for such taxable year.

9. Section 4.2 of the Plan is amended in its entirety to read as follows:

4.2 FORMS OF PAYMENT. The following forms of payment are available in the event of retirement or total disability evidenced by a Social Security disability award.

(a) Lump sum. A single payment equal to the Participant's account balance.

(b) Partial Lump Sum. A lump sum payment which is less than the entire account balance. The remaining balance after payment of the partial lump sum must be at least Five Thousand Dollars (\$5,000). A Participant who elects this form of benefit may elect to receive the remaining account balance at a future date in accordance with any other payment option offered at that time, except that a Participant may not receive more than two (2) partial lump sum payments within a twelve (12) month period.

A Participant who qualifies for a disability pension under Section 4.3 and does not have a Social Security disability award or a U.S. Railroad Retirement Board disability award may elect a one-time partial lump sum distribution of up to Fifteen Thousand Dollars (\$15,000) as long as the remaining balance after the partial lump sum payment is at least Five Thousand Dollars (\$5,000). This one-time partial lump sum distribution must be elected at the time of a Participant's initial distribution.

(c) Equal monthly payments until the account is exhausted.

(d) Lump sum after benefits commence. A Participant who has received partial payment pursuant to (b) or (c) above may elect at any time to receive the remaining account balance in one lump sum payment.

(e) Life annuity. Equal monthly payments for the Participant's lifetime.

The benefit may be guaranteed for a period of ten (10), fifteen (15), or twenty (20) years certain or the life of the Participant, if later.

(f) Joint and survivor annuity. Equal monthly payments for the Participant's lifetime, with continuing payments to a designated Beneficiary if the Participant dies first. The continuing payments to the Beneficiary are equal to either fifty percent (50%) or one hundred percent (100%) of the payment to the retiree.

(g) Qualified Optional Survivor Annuity. Equal monthly payments for the Participant's lifetime, with continuing payments to the Participant's spouse if the Participant dies first. The continuing payments to the Participant's spouse are equal to seventy-five (75%) of the payment to the retiree.

All benefit payments require the consent of the Participant and the written, notarized consent of the Participant's spouse unless (1) the total benefit as of the annuity starting date is less than Five Thousand Dollars (\$5,000), (2) payment is made in the form of a joint and survivor annuity or qualified optional survivor annuity naming the spouse as the Beneficiary, or (3) the payment is comprised exclusively of assets from the Nonelective Employer Contribution Account, the 401(k) Account and/or the Rollover Account in which case only the Participant's consent is required. If the Participant and spouse elect not to take the joint and survivor annuity or the qualified optional survivor annuity, that election may be revoked at any time and any number of times within the applicable election period, which shall include a period of at least one hundred eighty days (180) days following the furnishing of all the applicable information required by law and ending prior to the commencement of benefits. The Participant and spouse may waive the full election period as permitted under applicable law and regulations.

In the event of the Participant's death or the death of a Participant's spouse, whichever is applicable, prior to the full distribution of the Participant's benefits under the option selected, the balance will be distributed at least as rapidly as under the method which had been elected as of the date of the Participant's death. If the Participant dies before distribution commences, any portion of the Participant's account that is not payable to the spouse or to another Beneficiary designated by the Participant will be distributed within five (5) years after the Participant's death.

If the Participant selects a life annuity, a joint and survivor annuity, or a qualified optional survivor annuity form of payment ((e), (f), (g) above), the account balance is transferred to the L.B.E.W. Local 332 Pension Plan Part A and the benefit payments are made by that Plan. If the form of payment is not offered by the Part A Plan (e.g. life annuity with fifteen (15) or twenty (20) years certain), the benefit must be purchased from an insurance company.

10. The first sentence of Section 8.2 of the Plan is amended to read as follows:

8.2 The Plan will accept a direct Trustee-to-Trustee transfer of all or part of a Participant's interest in another pension plan qualified under Section 401(a) of the

Code and any lump sum payments from the I.B.E.W. Local No. 332 Pension Plan Part A, subject to certification by the Participant and the transferring plan that the following requirements are satisfied:

11. The following paragraph is added to the end of Section 8.2 of the Plan to read as follows:

Amounts transferred into the Plan pursuant to this Section 8.2 shall be deposited and maintained in the Participant's Rollover Account.

12. A new Article XV is added to the Plan to read as follows:

Article XV

SPECIAL COMPLIANCE PROVISIONS

15.1 DISTRIBUTION OF EXCESS ELECTIVE DEFERRALS.

Notwithstanding any other provision of the Plan, "Excess Elective Deferrals" (as defined below) (and income or loss allocable thereto, including earnings, expenses and appreciation or depreciation in value, whether or not realized) shall be distributed no later than each April 15 to Participants who claim Excess Elective Deferrals for the preceding calendar year.

"Excess Elective Deferrals" shall mean the portion of the Participant's Total Elective Deferrals (as defined below) for a calendar year that the Participant designates to the Plan pursuant to the following procedure. The Participant's designation shall be submitted to the Administrator in writing no later than March 1; shall specify the Participant's Excess Elective Deferrals for the preceding calendar year; and shall be accompanied by the Participant's written statement that if the Excess Elective Deferrals is not distributed, it will, when added to amounts deferred under other plans or arrangements described in Sections 401(k), 408(k) or 403(b) of the Code, exceed the limit imposed on the Participant by Section 402(g) of the Code for the year in which the deferral occurred. Excess Elective Deferrals shall mean the portion of the Participant's Total Elective Deferrals that are includible in a Participant's gross income under Section 402(g) of the Code to the extent such Participant's Total Elective Deferrals for a taxable year exceed the dollar limitation under such Code section.

An Excess Elective Deferral, and the income or loss allocable thereto, may be distributed before the end of the calendar year in which the Elective Deferrals were made. A Participant, who has an Excess Elective Deferral for a taxable year, taking into account only his Elective Deferrals under the Plan or any other plans of the Employer, shall be deemed to have designated the entire amount of such Excess Elective Deferral.

Excess Elective Deferrals shall be adjusted for any income or loss up to the date of distribution. For purposes of this Section 15.1, whenever reference is made to the income or loss allocable to an Excess Elective Deferral, such income or loss shall be determined as follows. The income or loss allocable to Excess Elective Deferrals

allocated to each Participant is the sum of: (i) income or loss allocable to the Participant's deferred amounts for the Plan Year multiplied by a fraction, the numerator of which is the Excess Elective Deferrals made on behalf of the Participant for the Plan Year, and the denominator of which is the sum of the Participant's Account balances attributable to the Participant's Elective Deferrals on the last day of the Plan Year; and (ii) ten percent (10%) of the amount determined under (i) multiplied by the number of whole calendar months between the end of the Plan Year and the date of distribution, counting the month of distribution if distribution occurs after the fifteenth (15th) of such month.

With respect to any taxable year, a Participant's Total Elective Deferrals is the sum of all employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement described in Section 401(k) of the Code, any salary reduction simplified employee pension described in Section 408(k)(6) of the Code, and SIMPLE IRA Plan described in Section 408(p) of the Code, any eligible deferred compensation plan under Section 457 of the Code, any plan described under Section 501(c)(18) of the Code, and any Employer contributions made on behalf of a Participant for the purchase of an annuity contract under Section 403(b) of the Code pursuant to a salary reduction agreement. Elective Deferrals shall not include any deferrals properly distributed as excess annual additions.

Notwithstanding the foregoing, for Plan Years beginning on or after September 1, 2008, the Administrator shall not calculate and distribute income for the period after the close of the Plan Year in which the Excess Elective Deferral occurred and prior to the distribution of such Excess Elective Deferral.

15.2 LIMITATIONS ON 401(k) CONTRIBUTIONS.

(a) *Actual Deferral Percentage Test ("ADP Test")*. Amounts contributed as elective deferrals under Section 3.4 and, if so elected by the Trustees, any Fail-Safe Contributions made under this Section, are considered to be amounts deferred pursuant to Section 401(k) of the Code. For purposes of this Section, these amounts are referred to as the "deferred amounts." For purposes of the "actual deferral percentage test" described below, (i) such deferred amounts must be made before the last day of the twelve (12)-month period immediately following the Plan Year to which the contributions relate, and (ii) the deferred amounts relate to Compensation that (A) would have been received by the Participant in the Plan Year but for the Participant's election to make deferrals, and (B) is attributable to services performed by the Participant in the Plan Year and, but for the Participant's election to make deferrals, would have been received by the Participant within two and one-half (2 ½) months after the close of the Plan Year. The Trustees shall maintain records sufficient to demonstrate satisfaction of the actual deferral percentage test and the deferred amounts used in such test.

Subject to subsection (c) below, as of the last day of each Plan Year, the deferred amounts for the Participants who are Highly-Compensated Employees for the Plan Year (as defined below) shall satisfy either of the following tests:

- (1) The actual deferral percentage for the eligible Participants who are Highly Compensated Employees for the Plan Year shall not exceed the actual deferral percentage for eligible Participants who are Nonhighly-Compensated Employees for the Plan Year multiplied by 1.25; or
- (2) The actual deferral percentage for eligible Participants who are Highly Compensated Employees for the Plan Year shall not exceed the actual deferral percentage of eligible Participants who are Nonhighly-Compensated Employees for the Plan Year multiplied by two (2), provided that the actual deferral percentage for eligible Participants who are Highly-Compensated Employees for the Plan Year does not exceed the actual deferral percentage for eligible Participants who are Nonhighly-Compensated Employees by more than two (2) percentage points.

Notwithstanding the foregoing, if elected by the Trustees by Plan amendment, the foregoing percentage tests shall be applied based on the actual deferral percentage of the Nonhighly-Compensated Employees for the prior Plan Year; provided, however, the change in testing methods complies with the requirements set forth in the Final 401(k) and 401(m) Regulations and any other superseding guidance.

In the event the Plan changes from the current year testing method to the prior year testing method, then, for purposes of the first testing year for which the change is effective, the actual deferral percentage for Nonhighly-Compensated Employees for the prior year shall be determined by taking into account only elective deferrals (within the meaning of Section 3.4) for those Nonhighly-Compensated Employees that were taken into account for purposes of the actual deferral percentage test (and not the actual contribution percentage test) under the current year testing method for the prior year.

For the first Plan Year, the Plan permits any Participant to make Elective Deferrals, and provided the Plan is not a successor plan, for purposes of the foregoing tests, the actual deferral percentage for Nonhighly-Compensated Employees for the prior year shall be the greater of three percent (3%) or the actual deferral percentage for NonhighlyCompensated Employees for that first Plan Year.

For purposes of the above tests, the "actual deferral percentage" shall mean for a specified group of Participants for a Plan Year, the average of the ratios (calculated separately for each Participant in such group) of (1) deferred amounts actually paid over to the Trust on behalf of such Participant for the Plan Year to (2) the Participant's Compensation (within the meaning of Section 10.3 of the Plan or, if the Trustees choose, Participant's compensation determined by using any other definition of compensation that satisfies the nondiscrimination requirements of Section 414(s) of the Code and the regulations thereunder). For purposes hereof, the Participant's compensation shall be referred to as "414(s) Compensation." The Trustees may limit the period taken into account for determining 414(s) Compensation to that part of the Plan Year or calendar year in which an Employee was a Participant in the component of the Plan being tested. The period used to determine 414(s) Compensation must be applied uniformly to all Participants for the Plan Year. Deferred amounts on behalf of any Participant shall include (1) any Elective Deferrals made pursuant to the

as to whether an Employee is a Highly-Compensated Employee. The "look-back year" shall be the twelve (12) month period immediately preceding the "determination year."

(b) *Distributions of Excess Contributions.*

(1) In General. If the actual deferral percentage test of Section 15.2(a) is not satisfied for a Plan Year, then the "excess contributions", and income allocable thereto, shall be distributed, to the extent required under Treasury regulations, no later than the last day of the Plan Year following the Plan Year for which the excess contributions were made. However, for Plan Years beginning on or after September 1, 2008, if such excess contributions are distributed later than two and one-half (2 ½) months (or such longer period as permitted by applicable law and/or regulatory guidance) following the last day of the Plan Year in which such excess contributions were made, a ten percent (10%) excise tax shall be imposed upon the Employer with respect to such excess contributions.

(2) Excess Contributions. For purposes of this Section, "excess contributions" shall mean, with respect to any Plan Year, the excess of:

- (A) The aggregate amount of Employer contributions actually taken into account in computing the numerator of the actual deferral percentage of Highly-Compensated Employees for such Plan Year, over
- (B) The maximum amount of such contributions permitted by the ADP Test under Section 15.2(a) (determined by hypothetically reducing contributions made on behalf of Highly-Compensated Employees in order of the actual deferral percentages, beginning with the highest of such percentages).

Excess contributions shall be allocated to the Highly-Compensated Employees with the highest dollar amounts of contributions taken into account in calculating the actual deferral percentage test for the year in which the excess arose, beginning with the Highly-Compensated Employee with the highest dollar amount of such contributions and continuing in descending order until all the excess contributions have been allocated. For purposes of the preceding sentence, the "highest dollar amount" is determined after distribution of any excess contributions. To the extent a Highly-Compensated Employee has not reached his catch-up contribution limit (set forth in Section 3.4(c) of the Plan), excess contributions allocated to such Highly-Compensated Employee are catch-up contributions and will not be treated as excess contributions.

(3) Determination of Income. Excess contributions shall be adjusted for any income or loss up to the date of distribution. The income or loss allocable to excess contributions allocated to each Participant is the sum of: (i) income or loss allocable to the Participant's deferred amounts for the Plan Year multiplied by a fraction, the numerator of which is the excess contributions made on behalf of the Participant for the Plan Year, and the denominator of which is the sum of the Participant's Account balances attributable to the Participant's deferred

amounts on the last day of the Plan Year; and (ii) ten percent (10%) of the amount determined under (i) multiplied by the number of whole calendar months between the end of the Plan Year and the date of distribution, counting the month of distribution if distribution occurs after the fifteenth (15th) of such month. Notwithstanding the foregoing, for Plan Years beginning on or after September 1, 2008, the Administrator shall not calculate and distribute income for the period after the close of the Plan Year in which the excess contribution occurred and prior to the distribution of such excess contribution.

(c) *ADP Test Safe Harbor Rules.* Notwithstanding anything contained in this Article to the contrary, the provisions of this paragraph (c) shall apply for the Plan Year and any provisions relating to the average actual deferral percentage test (as set forth in paragraph (a) above) shall not apply. The Plan shall satisfy both the notice requirement and the contribution requirement described below. The safe harbor contribution requirement must be satisfied without regard to Section 401(l) of the Code. Under the nonelective contribution requirement, the nonelective contribution shall be made on behalf of each Participant. For purposes of this Section, the Plan Year shall equal twelve (12) consecutive months.



- (1) Notice Requirement. At least thirty (30) days and no more than ninety (90) days, prior to the beginning of each Plan Year, the Administrator shall provide each Employee eligible to participate in the Plan with notice in writing in a manner calculated to be understood by the average eligible Employee, or through an electronic medium reasonably accessible to such Employee, of the contribution requirement described below, of any other contributions under the Plan, and the conditions under which such contributions are made, the type and amount of Compensation that may be deferred under the Plan, the procedures for making deferrals (within the meaning of Section 3.4) and the administrative and timing requirements that apply, the periods available under the Plan for making elective deferrals, the plan to which safe harbor contributions will be made (if different than the Plan), and the withdrawal and vesting provisions applicable to contributions under the Plan. During the ninety (90) day period ending with the day an Employee becomes eligible to participate in the Plan, the same notice shall be provided to that Employee. Notwithstanding the foregoing, the notice shall satisfy both the content requirement and timing requirement of IRS Notice 98-52 and IRS Notice 2000-3, and any subsequent guidance issued by the IRS, or any regulations issued under Section 401(k)(12) of the Code.
- (2) Safe Harbor Nonelective Contribution. Effective July 1, 2013, an Employer shall make a nonelective contribution of three percent (3%) (must be at least three percent (3%)) of an Employee's Compensation to a defined contribution plan on behalf of each Employee who is eligible to participate in the Plan without regard to whether such Employee makes elective deferrals under Article III. Nonelective contributions under this Section 15.2(c) shall be fully and immediately vested under Section 6.1 and shall not be distributable prior to:

- (A) the Participant's severance from employment, disability (in accordance with Section 4.3), or death; or

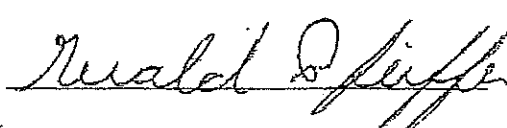
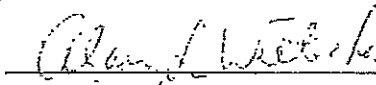
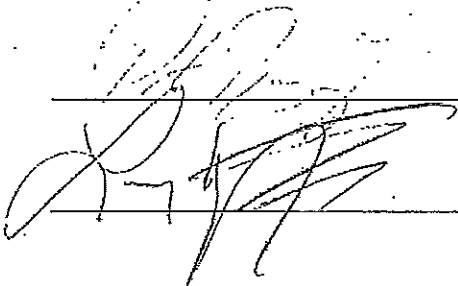
- (B) the termination of the Plan without the existence at the time of Plan termination of another defined contribution plan or the establishment of an alternative defined contribution plan by an Employer or an affiliated employer within the period ending twelve (12) months after distribution of all assets from the Plan. For this purpose, a defined contribution plan is not treated as an alternative defined contribution plan if it is an employee stock ownership plan (as defined in Section 4975(e)(7) or 409(a) of the Code), a simplified employee pension (as defined in Section 408(k) of the Code), a SIMPLE IRA plan (as defined in Section 408(p) of the Code), a plan or contract that satisfies the requirements of Section 403(b) of the Code, or a plan that is described in Section 457(b) or (t) of the Code.

Executed on JUNE 27, 2013 at SAN JOSE, California.

EMPLOYER TRUSTEES

UNION TRUSTEES

Memorandum of Understanding

Between

International Brotherhood of Electrical Workers Local No. 332

And

National Electrical Contractors Association, Silicon Valley Chapter

This Memorandum of Understanding between the International Brotherhood of Electrical Workers Local No.332 and the National Electrical Contractors Association, Silicon Valley Chapter will change the existing I.B.E.W. Local 332 Inside Agreement concerning contributions to the I.B.E.W. Local 332 Pension Plan, Part B as follows:

1. **Money Purchase Pension Plan Contributions Cease:** Effective July 1, 2013 all contributions to the I.B.E.W. Local 332 Money Purchase Pension Plan shall cease.
2. **Section 401(k) Contributions Established:** Effective July 1, 2013, each Employer covered by the IBEW Local 332 Inside Agreement ("Inside Agreement") shall contribute in a timely manner, compliant with Federal Law to the I.B.E.W. Local 332 401(k) Plan, on behalf of each Employee covered by the Inside Agreement who has elected to participate in the 401(k) Plan the amount specified on an Enrollment/Contribution Change form filed by the Employee with his Employer and the IBEW Local 332 Defined Contribution Plan Fund Office, not to exceed the Internal Revenue Code Section 402(g) limit. The contribution amounts, which are voluntarily deferred from wages, and the frequency of change of deferral will be governed by the various Plan documents of the IBEW Local 332 Profit-Sharing Plan.
3. **Employer Profit-Sharing Contribution:** Effective July 1, 2013, each Employer covered by the Inside Agreement shall contribute a mandatory, non-elective contribution of \$2.80 per hour worked on behalf of every journeyman wireman, foreman, general foreman, cable splicer, and journeyman technician covered by the Inside Agreement. Inside Apprentices shall begin to receive the mandatory, non-elective \$2.80 hourly contribution in the 3rd period.

The terms of the I.B.E.W. Local 332 Pension Trust Agreement are incorporated herein by reference and are as effective as if fully set forth herein.

IN WITNESS OF THE APPROVAL OF THIS MEMORANDUM, the authorized representatives of the parties hereby affix their signatures. This Memorandum shall be effective upon its execution by the parties and shall remain in effect until repealed or superseded by a new Memorandum of Agreement. This Memorandum may be executed in counterpart, and a bona fide copy of this Memorandum shall be treated as the original.

I.B.E.W. Local 332

Dated: _____

NECA-Silicon Valley

Dated: _____