SUMMARY PLAN DESCRIPTION FOR THE IBEW PENSION BENEFIT FUND

NOTICE

The Employee Retirement Income Security Act of 1974 (ERISA) provides that all pension plans should make available to their participants and beneficiaries a Summary Plan Description written in language calculated to be understood by the average participant or beneficiary. The International Brotherhood of Electrical Workers Pension Benefit Fund Summary Plan Description follows:

The International Brotherhood of Electrical Workers (IBEW) is the sponsor of the IBEW Pension Benefit Fund (IBEW PBF or the Plan), established in the IBEW Constitution. The IBEW is located at 900 Seventh Street, NW, Washington, DC 20001. The Employer Identification Number of the IBEW is 530088380. The plan number assigned by the IBEW to the IBEW PBF is 001. June 30 is the end of the Plan's fiscal year for the purposes of maintaining the Plan's fiscal records. The IBEW PBF is a defined benefit plan.

The plan administrator is the International Secretary-Treasurer (IST) of the IBEW, as of January 5, 2023, Paul A. Noble, who can be reached by mail at 900 Seventh Street, NW, Washington, DC 20001, or by telephone at (202) 833-7000. Should you have some legal process to serve, the agent for service of legal process is Paul A. Noble, the plan administrator. The Plan trustees, identified later, may also be served, as well as the attorneys at Potts-Dupre, Hawkins & Kramer, located at 900 Seventh Street, NW, Suite 1020, Washington, DC 20001.

Active "A" membership in the IBEW is required for participation in the Plan. Any member of the IBEW may elect "A" membership by agreeing to pay the appropriate per capita dues and payments to the IBEW PBF. The IBEW Constitution provides that as of January 1, 2023 each "A" member shall pay forty-three dollars ($43.00) per month, broken down as follows:

$22.00 into the General Fund
$21.00 into the IBEW Pension Benefit Fund

As noted above, the twenty-one dollar ($21.00) payment into the IBEW PBF required by the IBEW Constitution is the source of contributions to the IBEW PBF. In addition, the delegates at the 40th International Convention of the IBEW approved the following subsequent increases in payments to the IBEW PBF:

Effective Date:	7/1/2024	1/1/2025	7/1/2025
Per Capita:	$23.00	$23.00	$24.00
IBEW Pension Benefit Fund:	$21.00	$23.00	$23.00
Total:	$44.00	$46.00	$47.00

In addition to the above payments, the IBEW Constitution requires that each "A" member shall pay two dollars ($2.00) upon joining the IBEW to the IBEW PBF.

The kinds of benefits payable by the Plan, the basic requirements for eligibility, and conditions relating to ineligibility under the Plan are summarized below:

Benefits of "A" members in active participation after December 31, 2006:

1. **Normal Pension.** An "A" member of the IBEW in continuous good standing with five (5) or more years immediately preceding their application, who has attained the age of sixty-five (65) years, shall receive pension benefits computed on the basis of four dollars and fifty cents ($4.50) per month for each full year of such continuous "A" membership through 2022 and five dollars and fifty cents ($5.50) per month for each full year of such continuous "A" membership in and after 2023. If a member's benefit will be thirty dollars ($30.00) or less, the member shall receive a one-time lump sum payment that will be the actuarial equivalent of the benefit otherwise payable.

2. **Optional Early Retirement Pension.** An "A" member of the IBEW in continuous good standing with twenty (20) or more years immediately preceding their application, who has attained the age of sixty-two (62) years, may elect to receive reduced pension benefits as long as they live, computed on the basis of four dollars and fifty cents ($4.50) per month for each full year of such continuous "A" membership through 2022 and five dollars and fifty cents ($5.50) per month for each full year of such continuous "A" membership in and after 2023, reduced by six and two-thirds percent (6 2/3%) for each year or part thereof the said "A" member was under the age of sixty-five (65) at the date of their retirement. The election of this option must be made on a form prescribed by the IST and will become effective on the date they are placed on pension. The election of this option shall be irrevocable. If a member's benefit will be thirty dollars ($30.00) or less, the rules set forth in Section 1, "Normal Pension," shall apply.

3. **Disability Pension.** An "A" member of the IBEW who is totally disabled and who has continuous good standing of twenty (20) or more years immediately preceding their application shall receive disability pension benefits, computed on the basis of four dollars and fifty cents ($4.50) per month for each full year of such continuous "A" membership through 2022 and five dollars and fifty cents ($5.50) per month for each full year of such continuous "A" membership in and after 2023, except that, if a member was totally disabled prior to or on December 31, 2006, the member's benefits will be based on rates that were in effect at the time of the disability. For members who return to work for a period of time, and whose disability subsequently recommences, if the International Executive Council (IEC) determines that total disability has recommenced within a period less than nine (9) months after the end of the prior period of disability, the disability pensioner need not reapply for benefits, but may resume disability retirement upon written notice to the IST. However, if the period of time is more than nine (9) months after the end of the prior period of disability, the member who seeks reinstatement to total disability pension benefits shall submit an application in accordance with the disability procedures below. For purposes of the Disability Pension, the Optional Spouse's Benefit, discussed immediately below, shall be paid to the surviving spouse only if the "A" member was receiving the Disability Pension at the time of their

death or within the nine (9) months after the end of a prior period of disability.

4. **Optional Spouse's Benefit.** Each "A" member retired under a normal, early retirement, or disability pension may, in lieu of the payment of pension as outlined above, elect to receive a reduced pension as long as they live, with the provision that after their death, one-half of such reduced pension shall continue to be paid to their spouse thereafter as long as such spouse survives them. The amount of such reduced pension payable under this election shall be actuarially equivalent to the pension otherwise payable. This election is effective on the date the member is placed on pension and shall be irrevocable, except in the event the member and the member's spouse are subsequently divorced or in the event the member's spouse subsequently predeceases the member, in which case the benefit payable to the member shall be recalculated and shall be equal to the unreduced benefit that would have been provided under a normal, early retirement, or disability pension, as the case may be. This recalculated benefit shall commence as of the last day of the month next following either the date of the divorce or the death of the spouse. If the spouse's benefit will be thirty dollars ($30.00) or less, the rules set forth in Section 1, "Normal Pension," shall apply.

5. **Vested Pension.** An "A" member who has completed twenty (20) or more years of "A" membership in continuous good standing and who ceases being engaged in the electrical industry prior to the attainment of age sixty-five (65) shall obtain a vested right to pension benefits, but not disability pension benefits or death benefits. This vested right will entitle them to receive, commencing at age sixty-five (65), pension benefits computed on the basis of four dollars and fifty cents ($4.50) per month for each full year of such continuous "A" membership through 2022 and five dollars and fifty cents ($5.50) per month for each full year of continuous "A" membership in and after 2023, less four dollars and fifty cents ($4.50) per month for each year or part thereof the said "A" member was under the age of sixty-five (65) at the date their application was received. The applicant for vested pension rights must maintain their continuous good standing as an "A" member until the date of approval of their application by the IEC, and shall, in the event of such approval, receive a full refund of IBEW International Office dues from the month following receipt of their application. The period following the receipt of such application shall not be counted in computing the amount of vested pension rights. If a vested pensioner's benefit will be thirty dollars ($30.00) or less, the rules set forth in Section 1, "Normal Pension," shall apply.

   It should be emphasized that twenty (20) or more years of continuous good standing, alone, does not secure a vested pension. The conditions on ceasing to be engaged in the electrical industry and making a timely (i.e. while still maintaining continuous good standing) application must be satisfied. For example, a person with twenty (20) or more years of continuous good standing who works in the electrical industry without maintaining membership loses any claim to a vested benefit. Likewise, a person with twenty (20) or more years of continuous good standing who resigns, is properly expelled from the union, or is automatically dropped from membership for a failure to stay current with dues and/or assessments, forfeits all claim to a vested benefit.

6. **Death Benefits.** Upon the death of an "A" member, a death benefit shall be payable as follows:

   (a) Benefit Level. Upon the death, after September 10, 2001, of a non-retired "A" member who has at least six (6) months of continuous and active good standing, the beneficiary to receive the death benefits payable under this paragraph shall be paid the sum of six thousand two hundred fifty dollars ($6,250.00) if the said "A" member died from natural causes, or the sum of twelve thousand five hundred dollars ($12,500.00) if the said "A" member died by accidental means. However, no death benefit shall be payable upon the death of a non-retired "A" member if such member was more than two (2) months in arrears in dues payments, unless it can be demonstrated that the arrearage was not the fault of the member, in which case the death benefit shall be reduced by the amount of the arrearage. Upon the death from either natural causes or accidental means of an "A" member after December 31, 2001, who is retired under a normal, early retirement, or disability pension, the beneficiary to receive the death benefits shall be paid a sum computed by subtracting from six thousand two hundred fifty dollars ($6,250.00) all pension benefits paid by the IBEW PBF to the retired member. However, in no event shall the amount of the death benefit due as a result of the death of an "A" member retired under a normal, early retirement, or disability pension, be less than three thousand dollars ($3,000.00), except as provided in Section (c) below. All death benefits payable under this provision are payable without interest.

   (b) Beneficiaries. "A" members may name a beneficiary or beneficiaries to receive the death benefit. If a member fails to name any beneficiaries, or if the named beneficiary has predeceased or is otherwise not able to accept the benefit, the death benefit shall be payable to the following individual(s) in the indicated order of priority: (1) member's spouse; (2) member's children; (3) member's parents; and (4) member's estate. Every "A" member shall have the right to name the person or persons, including the member's estate, who are to be the member's beneficiary or beneficiaries under the death benefit provisions of the IBEW PBF. Every member shall have the privilege of changing beneficiaries. If the beneficiary entitled to the death benefit (either the beneficiary named by the "A" member or the individual(s) in the indicated order of priority stated above) cannot be located or does not file a claim for the death benefit within ninety (90) days after the date of death, the death benefit may be paid to a contingent beneficiary or in the indicated order of priority stated above. If no valid claim is filed, no appropriate beneficiary can be located, and the member has no estate to which the benefit can be paid, the death benefit shall revert to the IBEW PBF on the second-year anniversary of the member's death and no benefit will be paid subsequent to the reversion.

   (c) Set Off of Death Benefit. If the IBEW PBF has sent pension payments payable to the deceased member after the member's death as a result of a failure to notify the IBEW PBF of the death of the member, and the recipient of those pension payments has not returned them to the IBEW PBF, but retained the pension money, the IBEW PBF may set off from the death benefit, and refuse to pay

to any beneficiary, the amount equal to the total amount of the pension overpayment. If the overpayment is less than the amount of the death benefit, the amount of the overpayment is subtracted from the amount of the death benefit payable, and the deceased member's beneficiary will receive the difference. If the overpayment is greater than the amount of the death benefit payable, the death benefit payable is subtracted from the amount of the overpayment due, and the IBEW PBF is fully authorized to recover whatever additional amounts are owed.

Benefits of "A" members who have retired, become disabled, were approved for a vested pension, and/or died:

The pension benefits of an "A" member of the IBEW who retired from the electrical industry and was placed on the pension rolls shall be governed by the rules in effect as of the date they were placed on the pension rolls. The disability benefits of an "A" member shall be governed by the rules in effect at the time of the disability. The vested pension of an "A" member who was approved for a vested pension shall be governed by the rules in effect on the date they were approved for a vested pension. The death benefits of an "A" member of the IBEW shall be governed by the rules in effect as of the date of their death.

Benefits can be waived or lost under certain circumstances. Any member who desires to waive any portion of their pension, either monthly or yearly, may do so by notifying the IST. Any portion of the pension so waived will not be returned to the pensioner at a later date. Further, any member who transfers from "A" membership status to "BA" membership status or who is dropped from membership after six (6) months' delinquency in dues payments or who has accepted Honorary Withdrawal Card status shall not be considered in good standing for purposes of determining eligibility for or in computing benefits.

It is a condition for admission to pension benefits, including vested pension rights and the continuation thereof, that the member shall not perform any work of any kind coming under the IBEW's jurisdiction either for compensation or gratis for anyone, except that a member may work as an instructor in an IBEW-recognized apprenticeship program or as an electrical inspector for a governmental authority where electrical inspectors are not covered by an approved IBEW collective bargaining agreement.

An IBEW retiree shall be permitted to attend local union meetings and, with the local union's approval, have a voice at such meetings, but shall not have a vote. They shall observe their obligation of membership and show due obedience to IBEW laws and the bylaws of its local union. No member, pensioner, or beneficiary shall have the right to assign, transfer, sell, mortgage, encumber, or pledge any pension or death benefits. Any such action shall be void and of no effect whatsoever. So that such benefits shall not in any way be subject to any legal process, execution, attachment, or garnishment, or be used for the payment of any claim against any member, pensioner, or beneficiary, or be subject to the jurisdiction of any bankruptcy court or insolvency proceedings by operation of law or otherwise, the IEC shall have the right to postpone any payment under this Plan to a pensioner or beneficiary. Any member violating any of the provisions of the IBEW Constitution's articles describing the Plan, or any member aiding or abetting a member to do so, after investigation by the IEC and being found guilty, may be permanently barred from ever participating in these benefits, and may be suspended, expelled, or assessed as the IEC may decide.

Years of membership for the purposes of determining the years of service for eligibility for a benefit are determined by IBEW records of dues payment. Credit for a year of service is given only for full years. Moreover, the period of membership used in determining eligibility or in computing benefits shall include only consecutive years of "A" membership in good standing in the IBEW at the time an application is requested, except that years of membership when on pension or disability shall not be counted.

PROCEDURES

A. Application for Benefits

1. Applications for all pension benefits are online at www.ibew.org or available at the local union office.

2. Participating Withdrawal Card members will submit their applications directly to the IBEW International Office.

3. Upon receipt of the member's correctly completed application, the financial secretary of the local union shall report on it at the local union meeting and shall then forward the properly signed and sealed application to the IST.

4. The IST shall review and make determinations upon all such applications. Those that appear to be in order shall be placed on the pension benefit roll. The IST shall report the action taken on each application to the IEC at its next meeting.

5. Any member, on being notified that they are entitled to such benefits or rights, shall pay their per capita tax for the current month in their local union. These members will be placed on the pension roll the first of the month following favorable action by the IST or the IEC and after they have paid their dues in full to their local unions.

B. Claims Procedures for Pension Benefits Other Than Disability

1. **Initial Determination.** If the IST determines that an individual who has claimed a right to receive benefits under the Plan is not entitled to receive all or any part of the benefits claimed, the IST will inform the claimant of the determination in writing and explain the reasons in layperson's terms with specific references to pertinent Plan provisions on which the determination is based. The determination notice will also include a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary. Finally, the notice will provide a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination. The IST will notify the claimant of their initial determination within ninety (90) days after receipt of the fully filled-out claim by the IST, unless special circumstances require an extension of time for processing the claim, in which case the IST will notify the claimant, in writing, of such special circumstances and will act within one hundred

eighty (180) days after receipt. If an extension of time is required, an extension notice will be sent to the claimant. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

2. **Appeals from Initial Determination.** The claimant, or a designated representative, may within sixty (60) days after receipt of the notification of the IST's denial, submit to the IEC a written request for review. At that time, the claimant, or the designated representative, will be given the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. The claimant will also be provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits. The IST will furnish all records and data on these applications to the IEC.

   The decision on appeal will be made at the IEC's next regularly scheduled meeting. If the next regularly scheduled meeting is within thirty (30) days of receipt of the request for review, the decision may be made at the second regularly scheduled meeting of the IEC following the receipt of the request for review. If special circumstances require a further extension of time, a benefit determination shall be rendered not later than the third regularly scheduled meeting of the IEC. If such extension of time is required, the IEC will provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the determination will be made. The IEC will render its final decision in writing within five (5) days of the determination. If there is an adverse benefit determination on review, the IEC shall provide the reasons and reference the Plan's provisions on which the adverse benefit determination is based. In such event, the claimant is also entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits and will be notified that they have the right to bring a civil action under ERISA Section 502(a).

C. Claims Procedures for Disability Pension Benefits Only

1. **Initial Determination.** The IST will notify the claimant of their determination of the initial claim within forty-five (45) days after receipt by the IST of the fully filled-out claim, unless the IST determines that an extension is necessary due to matters beyond their control and notifies the claimant, within the original forty-five (45) day period, that the IST will require an additional thirty (30) days and will act within seventy-five (75) days after receipt of the claim. The determination period may be re-extended for a further thirty (30) days, if circumstances arise, for a possible determination period of one hundred five (105) days.

   If extensions are required, extension notice(s) will be sent to the claimant. The extension notice shall explain 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. If further information is required from the claimant, the claimant shall be afforded at least forty-five (45) days within which to provide the specified information.

   If an adverse benefit determination is made, a determination notice will be sent and will explain in layperson's terms, (1) the specific reason(s) for the adverse determination, including any basis for disagreeing with a disability determination by other third party disability payers or any views of medical or vocational experts or health care professionals treating the claimant to the extent the determination or views were presented by the claimant to the Plan; (2) a description of specific Plan provisions, internal guidelines, rules, or protocols on which the benefit determination is based or a statement that such internal rules or guidelines do not exist; (3) if the denial is based on an exclusion or limit, the notice will either describe such exclusion or limit or indicate that an explanation of such is available free of charge upon written request; (4) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; (5) a statement that the claimant is entitled to receive, upon request, copies of all documents, records, and other relevant information relied upon by the Plan in making its adverse determination; and (6) if applicable, a statement in the appropriate non-English language indicating how to access language services provided by the Plan. The notice will also describe the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse determination on review.

2. **Appeals from Initial Disability Determination.** If the IST determines that an individual who has claimed a right to receive benefits under the Plan is not entitled to receive all or any part of the benefits claimed, the claimant, or a designated representative may, within one hundred eighty (180) days after receipt of the IST's denial, submit to the IEC a written request for review. The review of the adverse benefit determination will be conducted by the IEC, excluding the IST, and will take into account all comments, documents, records and other information submitted by the claimant relating to the claim without regard to whether such information was submitted or considered in the initial disability benefit determination. If the Plan or IEC relies upon or generates new or additional evidence in connection with the claimant's request for review of the adverse determination, the evidence will be provided to the claimant as soon as possible and sufficiently in advance of the date on which the request shall be reviewed to give the claimant reasonable opportunity to address the new evidence. The claimant will also be provided, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claimant's claim for benefits.

   The IEC will notify a claimant of the benefit determination on review within forty-five (45) days of receipt of the claimant's request for review by the Plan, unless the IEC determines that special circumstances require an extension of time for processing the claim. In no event shall such extension of time exceed a period of forty-five (45) days from the end of the initial period. If the IEC determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the end of the initial forty-five (45) 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 the determination on review.

If there is an adverse benefit determination on review, the IEC shall provide notice to the claimant, which will state the reason(s) for the denial in layman's terms, reference the specific Plan provisions, exclusions or limits that support the denial, including any basis for disagreeing with a disability determination by other third party disability payers or any views of the claimant's medical and vocational experts or treating health care professionals (to the extent the determination or views were presented by the claimant to the IEC), and indicate that the claimant is entitled to receive, upon request and free of charge, access to and copies of all documents, records and other information relevant to the claimant's claim for benefits. In addition, the notice will include a statement describing the claimant's right to bring a civil action under Section 502(a) of ERISA. If the claim denial is based on an internal rule, guideline, protocol, or other similar provision, a description of said internal guideline or rule shall be detailed in the notice or that such internal rules, guidelines, or protocols do not exist. If the claim denial is based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion), the notice will describe said exclusion or limit and indicate that an explanation of the scientific or clinical judgment applying the exclusion or limit is available upon request, free of charge. If applicable, the notice will also include a statement in the appropriate non-English language indicating how to access language services provided by the Plan. Finally, the notice will include the following statement: "You and the Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

D. Claims Procedures for Death Benefits

Upon the death of a member eligible for the death benefit, those claiming death benefits shall present to the local union a copy of an official death certificate or a certificate of facts concerning the death from a reputable physician or proper authorities located in the city or town where such death occurred or nearest to it, and it shall then be forwarded by the local union financial secretary to the IST with all papers required. If a claim by the beneficiary is not received by the IST within ninety (90) days following the date of the member's death, the death benefit may be paid to the next eligible beneficiary. In case of application for accidental death benefits, the IST may require such additional information in support of the claim as may be deemed necessary and the IST shall have the authority to render a final determination on a claim for death benefits.

E. Return to Trade Procedures

If a member on pension returns to work in the electrical industry, other than as an instructor or electrical inspector as discussed in Article XI, Section 6(d), of the IBEW Constitution, the member must resume payment of dues and, through their local union, notify the IST to cease paying the monthly pension benefit.

In the event that the IST receives a written allegation that a retired member is working in employment prohibited by Article XI, Section 6(d), of the IBEW Constitution, and the retired member fails to pay dues or notify the IST upon resumption of such employment, the following procedures shall apply:

1. The IST shall have an investigation conducted.
2. The IST shall then decide whether to suspend the member's benefit.
3. The IST shall inform the member of their decision and, if the IST suspends the benefit or takes any other action against the member, notify the member of their right to appeal the suspension to the IEC. The determination notice shall follow the procedure set forth in Section B.1 of these Procedures, with the exception of those provisions unique to a claim being made to the IST.
4. If the member appeals, the appeal procedure set forth in Section B.2 of these Procedures shall apply.

Notwithstanding the above, at any point where it is apparent to the IST that the member is working in prohibited employment, the IST may immediately suspend the member's benefit payments. For example, if the IST learns that a member has returned to National Electrical Benefit Fund-covered employment while still receiving an IBEW PBF benefit, the member's benefit payments may be immediately suspended. In such instance, the IST will send a letter to the member notifying them of the suspension and informing the member of their right to appeal the suspension to the IEC. Such a determination notice and appeal, if any, shall follow the procedure set forth in Section B of these Procedures, with the exception of those provisions unique to a claim being made to the IST.

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The IBEW PBF is a union dues financed plan covering "A" members of the Brotherhood. The assets of the Plan are held by the Trust for the IBEW PBF. The trustees of the Plan are the International President, International Secretary-Treasurer, and members of the International Executive Council of the IBEW. Their current names and addresses are as follows:

Kenneth W. Cooper	**900 Seventh Street, NW Washington, DC 20001**
Paul A. Noble	**900 Seventh Street, NW Washington, DC 20001**
Christopher Erikson	**c/o IBEW Local Union 3 158-11 Harry Van Arsdale Jr. Avenue 4th Floor Flushing, NY 11365**
Joseph P. Calabro	**c/o IBEW Local Union 1158 1149 Bloomfield Avenue Clifton, NJ 07012**
Myles J. Calvey	**c/o IBEW Local Union 2222 159 Thomas Burgin Parkway 3rd Floor Quincy, MA 02169**

Daniel L. Shirey	**c/o IBEW Local Union 575 110 Offnere Street Portsmouth, OH 45662**
William W. Riley	**c/o IBEW Local Union 349 1657 NW Seventeenth Avenue Miami, FL 33125**
Donald B. Finn	**c/o IBEW Local Union 134 2722 S Martin Luther King Drive Chicago, IL 60616**
Mark H. Cunningham	**c/o IBEW Local Union 769 220 N William Dillard Drive Gilbert, AZ 85233**
Leroy J. Chincio Jr.	**c/o IBEW Local Union 1260 700 Bishop Street Suite 1600 Honolulu, HI 96813**
Tom N. Griffiths	**c/o IBEW Local Union 625 24 Lakeside Park Drive Suite 202 Lakeside, NS B3T 1L1 Canada**

The IEC is granted discretionary authority to define the terms used in Article XI of the IBEW Constitution and to make final and binding interpretations of the constitutional provisions and the Plan documents. The IEC is also granted discretionary authority to determine eligibility for benefits. The decisions of the IEC shall be final and binding on all questions arising under the IBEW Constitution or the Plan documents, including cases of eligibility for and computation of the amount of benefits, except that the authority to require additional information in support of a death benefit determination and to render the final determination is delegated to the IST. No benefits are authorized other than those expressly stated in the IBEW Constitution and the Plan documents.

Members on Participating Withdrawal Cards who have maintained their continuous good standing in the IBEW and who make application for pension benefits, shall be governed and their applications handled in the same manner as active members of local unions, except that notice of application shall be given to the local union that issued the withdrawal card to the member. Members on Honorary Withdrawal Card status shall not be entitled to a pension or death benefit under Article XI of the IBEW Constitution.

The IBEW PBF is regulated, in certain respects, by ERISA. Basically, the Plan is subject to the reporting and disclosure, the fiduciary, and the administration and enforcement provisions of ERISA (ERISA Title I, Parts 1, 4, and 5). The Plan is not covered by the insurance protection of the Pension Benefit Guaranty Corporation created by ERISA. This is because ERISA contains an exemption from the insurance provision of the law (ERISA Title IV) for plans to which there are no employer contributions. Thus, plans funded by union dues are not covered. In addition, ERISA contains exemptions from the participation, vesting, and funding requirements (ERISA Title I, Parts 2 and 3) for union dues financed plans.

In particular, as a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as union halls, all documents governing the Plan, including the IBEW Constitution, the Summary Plan Description, Rules and Regulations of the International Executive Council of the International Brotherhood of Electrical Workers, AFL-CIO, for the IBEW Pension Benefit Fund, and Questions and Answers Concerning the Provisions and Procedures of the IBEW Pension Benefit Fund adopted by the IEC, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, copies of the latest annual report (Form 5500 Series), and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

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

- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65), assuming you maintain good standing; and if so, what your benefits would be at normal retirement age if you cease membership now and apply for and are approved for a vested pension. If you do not have a right to a pension, the statement will tell you how many more years of membership you need to obtain 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.

- Participants and beneficiaries can obtain, without charge, a copy of procedures governing Qualified Domestic Relations Order (QDRO) determinations.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you, force you to drop your "A" membership, 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 ten dollars ($110.00) a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a 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, NW, Washington, DC 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.

Please note that this Summary Plan Description is not a legal document to be relied upon as a source of rights or benefits. It is designed only to give notice and serve as an information device. The statements with legal significance concerning the IBEW PBF are the IBEW Constitution and the appropriate Rules and Regulations for the Plan adopted by the IEC.