

## IO Pension Benefit Fund

1. *Normal Pension.* An “A” member of the IBEW in continuous good standing with five or more years immediately preceding his or her application, who has attained the age of 65 years, shall receive pension benefits computed on the basis of \$4.50 per month for each full year of such continuous “A” membership. If a member’s benefit will be \$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 20 or more years immediately preceding his or her application, who has attained the age of 62 years, may elect to receive reduced pension benefits as long as he or she lives, computed on the basis of \$4.50 per month for each full year of such continuous “A” membership, reduced by 6⅔% for each year or part thereof the said “A” member was under the age of 65 at the date of his or her retirement. The election of this option must be made on a form prescribed by the I.S.T. and will become effective on the date he or she is placed on pension. The election of this option shall be irrevocable. If a member’s benefit will be \$30.00 or less, the rules set forth in Section 1 shall apply.
3. *Disability Pension.* An “A” member of the IBEW who is totally disabled on or after January 1, 2007, and who has continuous good standing of 20 or more years immediately preceding his or her application shall receive disability pension benefits, computed on the basis of \$4.50 per month for each full year of such continuous “A” membership. 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 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 I.S.T. However, if the period of time is more than nine 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 his or her death or within the nine months after the end of a prior period of disability.*

*Optional Spouse’s Benefit.* Each “A” member retired under a normal, early, or disability pension may, in lieu of the payment of pension as outlined above, elect to receive a reduced pension as long as he or she lives, with the provision that after his or her death one-half of such reduced pension shall continue to be paid to his or her spouse thereafter as long as such spouse survives him or her. 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 \$30.00 or less, the rules set forth in Section 1 shall apply.

4. *Vested Pension.* An "A" member who has completed 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 65 shall, if an application is filed and approved after December 31, 2006, obtain a vested right to pension benefits, but not disability pension benefits or death benefits. This vested right will entitle him or her to receive, commencing at age 65, pension benefits computed on the basis of \$4.50 per month for each full year of such continuous "A" membership, less \$4.50 per month for each year or part thereof the said "A" member was under the age of 65 at the date his or her application was received. The applicant for vested pension rights must maintain his or her continuous good standing as an "A" member until the date of approval of his or her application by the IEC, and shall, in the event of such approval, receive a full refund of I.O. dues from the month following receipt of his or her 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 \$30.00 or less, the rules set forth in Section 1 shall apply.

It should be emphasized that 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 enjoying continuous good standing) application must be satisfied. For example, a person with 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 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.

5. *Death Benefits.* Upon the death of an "A" member on or after September 10, 2001, a death benefit shall be payable as follows:
  - (a) *Benefit Level.* Upon the death, on or after January 1, 2007, of a nonretired "A" member who then has at least six months continuous and active good standing, the beneficiary to receive the death benefits payable under this paragraph shall be paid the sum of \$6,250.00 if the said "A" member died from natural causes, or the sum of \$12,500.00 if the said "A" member died by accidental means. However, no death benefit shall be payable upon the death of a nonretired "A" member if such member was more than two 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 on or after January 1, 2007, 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 \$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 \$3,000.00, except as provided in Section (c) below. All death benefits payable under this provision are payable without interest.

(b) *Beneficiaries.* Upon the failure of any member to name an original beneficiary, or to name a new beneficiary after the death or inability to take of one previously named, 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 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 checks payable to the deceased member after the member's death as a result of a failure to notify the Fund of the death of the member, and the recipient of those pension checks has not returned them to the Fund, but retained the pension money, the Fund 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 Fund is fully authorized to recover whatever additional amounts are owed.