INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION NO. 1392 PENSION PLAN

SUMMARY PLAN DESCRIPTION

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PLAN INTRODUCTION

This booklet describes the International Brotherhood of Electrical Workers Local Union No. 1392 Pension Plan (or "Plan" for short) in effect on June 1, 2005, as amended through June 1, 2008. We hope you'll find time to read it from beginning to end. It deals with a very important subject—your future. Remember, your retirement years will be an important part of your life. And on average, your retirement is apt to be a long period of time.

Retirement can be a very good time in your life. What makes the difference between disappointment and satisfaction is...planning.

The Union and the Employers desired to establish a plan for the retirement and support of Employees who have given long years of faithful service to the Employers and the Union. It is our hope that this Pension Trust Fund, in conjunction with Social Security benefits (to which you and your Employers contribute), and your own personal savings will provide you and your beneficiary with a financially comfortable retirement.

As you read through this booklet, you'll see it's organized in four major sections:

Section I	Features of the Plan.
Section II	Examples of how your retirement income is calculated and your payment options.
Section III	Other important facts about the Plan, including the application procedure.
Section IV	General information about the Plan.

This Plan is designed with certain objectives:

- For long term Employees, to help provide a significant portion of your retirement income. When combined with Social Security and your own personal savings, this Plan can be a major source of income when you retire.
- To protect you against losing your retirement income from the Plan if you terminate after completing 5 years of Eligibility Credit.
- To protect your spouse if you die while still employed after meeting certain age and service requirements.
- To give you flexibility in choosing your retirement date.
- To give you a choice in how you receive your retirement income so you (and your spouse, if applicable) can select a method which best fits your personal and family situation.

An important note: We have tried to make this booklet as clear and readable as possible. That's not easy, since the legal Plan document is long and complex in order to comply with pension laws. So this is a general description of the Plan's most important features. If any part of this description is inconsistent with the terms of the Pension Plan, the actual Plan document will govern your right to benefits. This document is available for your inspection at the Plan Administrator's office.

Since so many words in this Plan have a special meaning, we have identified them in **bold type** when they are used for the first time in this booklet. Those words and phrases will be defined so you can understand them when you see them later on.

SECTION ONE—PLAN PROVISIONS AND FEATURES

A. PARTICIPATION

When can I participate in the Plan?

You must complete 1,000 **Hours of Service** of **Covered Service** in any **Plan Year** in order to become a Participant.

What is an Hour of Service?

An **Hour of Service** is any hour for which you are paid or entitled to payment for performing duties for an **Employer**.

Who is an Employer?

An **Employer** is an Employer who employs persons represented by the International Brotherhood of Electrical Workers Local No. 1392 and who is bound by a Collective Bargaining Agreement providing for the payment of contributions to the Pension Trust Fund.

What is Covered Service?

Covered Service is service for which an Employer is required to make contributions to the Pension Trust Fund on behalf of an **Employee** in accordance with the terms of a Collective Bargaining Agreement or other approved written agreement. These contributions are the **Employer Contributions** mentioned in the Survivor and Death Benefits section of this booklet. If an Employer is not a contributing Employer to this Plan, your employment will not be counted toward your pension.

How is Union defined in this Plan?

Union means the International Brotherhood of Electrical Workers Local No. 1392 (formerly International Brotherhood of Electrical Workers Local No. 1760) and any other labor organization which becomes a party to the Plan in the future.

Who is an Employee?

An **Employee** is a person on whose behalf an Employer is required to make contributions to the Pension Trust Fund.

What is the definition of a Participant?

A **Participant** is an Employee or former Employee who is or may become eligible to receive benefits from the Pension Plan.

Can I lose my participation status?

Yes, if you incur a **One Year Break in Service** you will not be a Participant until you re-qualify. Your participation will stop as of the last day of the Plan Year in which the One Year Break occurred, unless you are a pensioner (already collecting a benefit under the Plan), or have a **Vested** right to your benefit. (See page 5 for an explanation of "Vested.") You can again become a participant by completing the 1000 Hours of Service in a Plan Year.

What is a One Year Break in Service?

A participant incurs a **One Year Break in Service** if he does not complete at least 500 Hours of Service during a Plan Year. In Section B on page 5, there is an explanation of a **Permanent Break in Service**, and some examples are given to help you understand this provision.

What is the Plan Year?

The **Plan Year** is each 12 month period beginning June 1 and ending May 31.

You'll want to remember this definition because the Plan Year is referred to frequently in this Booklet.

B. ELIGIBILITY FOR PLAN BENEFITS

How do I become eligible for a Plan benefit?

To receive a Plan benefit, you must meet the age and service requirements of the Plan.

Credited Service determines your entitlement to a retirement benefit. This credit is used to determine if you have a right to a Vested benefit.

The Plan Year is used to compute Credited Service. After the initial period of employment (or reemployment following a Permanent Break in Service), the Plan Year is also used as the computation period for participation in the Plan.

What is "Vesting?"

Vesting refers to your entitlement to a benefit. You will become 100% Vested after you have five or more years of Credited Service. Section One, Part C on page 7 describes when you are eligible to start receiving your benefit.

How do I receive Credited Service?

You receive one year of Credited Service for each Plan Year in which you have worked 1,000 or more Hours of Service.

Is there any employment that doesn't count?

Yes. You will not receive Credited Service under the following circumstances:

1. Any work you perform for an employer which is not Covered Service.
2. Any Credited Service you earned before a Permanent Break in Service (as defined below).
3. You had one or more One Year Breaks in Service which were not followed by working 1,000 or more hours in a Plan Year (unless you were Vested).

What is a Permanent Break in Service?

You will incur a Permanent Break in Service if you have less than 5 years of Credited Service and incur 5 Years (6 if you have a **Maternity or Paternity Leave**) of consecutive One Year Breaks.

Credited Service previously canceled will not be restored, in any event. If you are Vested, you can never incur a Permanent Break in Service.

For example, let's say you were hired on June 1, 1990. You terminated employment on May 31, 1998. At that point you had 8 Years of Credited Service. You returned to employment on August 1, 2003. At that time, you had incurred 5 One-Year Breaks in

Service. However, you will not have a Permanent Break in Service because you had at least 5 Years of Credited Service before termination.

Or, let's say that you were hired on June 1, 1990, but left employment on May 31, 1993, with 3 Years of Credited Service. You became reemployed on August 1, 1998. At that point, you would have incurred 5 One Year Breaks in Service. In this example, you would have incurred a Permanent Break in Service because you had less than 5 Years of Credited Service and had at least 5 consecutive One Year Breaks in service.

How does the Plan define Maternity or Paternity Leave?

This means termination of employment or absence from work because of:

1. an Employee's pregnancy;
2. birth of the Employee's child;
3. adoption or caring for a child immediately following birth or adoption;
4. care for a spouse, child or parent of an Employee who has a serious health condition;
5. an Employee's own serious health condition that renders the Employee incapable of performing the functions of his/her job.

What happens if I have a Permanent Break in Service?

All Credited Service and the **Accrued Benefit** (See Page 8 for a definition of Accrued Benefit) you earned before a Permanent Break in Service will be canceled.

C. TYPES OF BENEFITS UNDER YOUR PLAN

What kinds of pension benefits are available?

- Normal Retirement Benefit
- Early Retirement Benefit
- Deferred Vested Benefit
- Death Benefit

When am I eligible for a Normal Retirement Benefit?

You are eligible on or after your Normal Retirement Date. This is the later of:

1. Your 65th birthday or

2. The 5th anniversary of the date you became a Participant as long as it was not followed by a Permanent Break in Service. To determine this anniversary, participation before a Permanent Break is not counted.

When am I eligible for an Early Retirement Benefit?

After your 60th birthday and completion of 10 or more years of Credited Service, you are eligible for this benefit when you stop working in Covered Employment.

When would I be eligible for a Deferred Vested Benefit?

You are eligible for a Deferred Vested Pension after you have completed 5 or more Years of Credited Service. If you leave employment before you are eligible to retire, you are entitled to receive a pension. However, payment won't begin until you reach Normal Retirement Age. If you have enough Credited Service to be eligible for an Early Retirement Benefit, pension payments may begin prior to age 65.

SECTION TWO—CALCULATING YOUR RETIREMENT BENEFIT AND PAYMENT OPTIONS

A. CALCULATING YOUR BENEFIT

How much will my retirement benefit be at age 65?

A brief explanation of how your retirement benefit is calculated as follows:

The **Accrued Benefit** earned from June 1, 1970, to June 1, 1997, was based on provisions of the Plan in effect during those years.

After June 1, 1997, your Accrued Benefit is calculated as a fixed dollar amount based on the following schedule of hours worked during a Plan Year. One-tenth year of Credited Service for calculation of the Accrued Benefit is earned for every 170 hours worked during each Plan Year.

Hours Worked		Credited Year of Service For calculation of Accrued Benefit only
170 to 339	=	.10
340 to 509	=	.20
510 to 679	=	.30
680 to 849	=	.40
850 to 1019	=	.50
1020 to 1189	=	.60
1190 to 1359	=	.70
1360 to 1529	=	.80
1530 to 1699	=	.90
1700 to 1869	=	1.00
1870 to 2039	=	1.10
Etc.		

The fixed dollar amount for calculation of the Accrued Benefit is as follows:

Plan Years	Hourly Contribution Rate	Fixed Dollar Amount
June 1, 1997 to May 31, 2005	48 cents or higher	$34.00
	47 cents or less	$27.00
June 1, 2005 to May 31, 2006	41 to 57 cents	$22.50
	58 to 61 cents	$31.80
	62 cents or higher	$34.00
June 1, 2006 to May 31, 2007	41 to 57 cents	$21.78
	58 to 63 cents	$30.81
	64 cents or higher	$34.00

June 1, 2007 to May 31, 2008	41 to 57 cents	$21.12
	58 to 65 cents	$29.88
	66 cents or higher	$34.00
June 1, 2008 forward	41 to 63 cents	$19.36
	64 to 71 cents	$30.22
	72 cents or higher	$34.00

Example of a Benefit Calculation:

Assume you worked prior to May 31, 1997, and had an accrued benefit of $1,200.00, then worked 2000 hours per year at the highest contribution rate after June 1, 1997, and retired June 1, 2009:

Accrued benefit as of Plan Year Ended May 31, 1997	$1,200.00
1.10 years credited service * $34.00 * 12 years	$448.80
ACCRUED BENEFIT AT NORMAL RETIREMENT AGE	$1,648.80

Assume you worked prior to May 31, 1997, and had an accrued benefit of $1,000.00, then worked 2000 hours per year at the lowest contribution rate after June 1, 1997, and retired June 1, 2009:

Accrued benefit as of Plan Year Ended May 31, 1997	$1,000.00
June 1, 1997 to May 31, 2005	
1.10 years credited service * $27.00 8 years	$237.60
June 1, 2005 to May 31, 2006	
1.10 years credited service * $22.50 * 1 year	$24.75
June 1, 2006 to May 31, 2007	
1.10 years credited service * $21.78 * 1 year	$23.96
June 1, 2007 to May 31, 2008	
1.10 year credited service * $21.12 * l year	$23.23
June 1, 2008 to May 31, 2009	
1.10 year credited service * $19.36*1 year	$21.30
ACCRUED BENEFIT AT NORMAL RETIREMENT AGE	$1,330.84

NOTE: If you are married, your pension benefits will be paid in the form of a Joint and 50% Survivor Benefit unless you reject this form of payment before your benefits begin and your spouse consents to this rejection. The Joint and 50% Survivor Benefit amounts are lower than the amount in the above example.

How much will my retirement be if I retire Early?

If you have ten years of Credited Service, you will be eligible to retire at age 60 or later. The amount of your Early Retirement Benefit is equal to your Accrued Benefit, then reduced to reflect your earlier age. The reduction is .555% for each month you retire earlier than age 65. An example of the percentage of Accrued Benefit follows:

Years Early	Age	Percentage of Accrued Benefit Payable
1	64	93.33%
2	63	86.67%
3	62	80.00%
4	61	73.33%
5	60	66.67%

Example of an Early Retirement Benefit:

Assume you are retiring at age 62	
Accrued Benefit at Normal Retirement Age	$1,500.00
Reduction .555% * 36 months (20%)	$300.00
RETIREMENT BENEFIT AT AGE 62	$1,200.00

Note: If you are married, your pension benefits will be paid in the form of a Joint and 50% Survivor Pension benefit unless you reject this form of payment before your benefits begin and your spouse consents to this rejection. The Joint and 50% Survivor Pension benefit amounts are lower than the amount in the above example.

If I have 30 years of Credited Service can I retire earlier than age 65?

If you have 30 years of Credited Service, you can retire at any age after age 62 and the amount of your Accrued Benefit will not be reduced. In other words, you will receive the same benefit as if you were 65.

B. BENEFIT PAYMENT OPTIONS

How will my benefit be paid?

If you have a **spouse** on your retirement date (Normal, Early, or Vested), you will automatically receive a **Joint and 50% Survivor Pension**, unless you and your Spouse elect a **Straight-Life Pension** or one of the other optional benefits described below. If you are unmarried on any of these retirement dates, you will automatically receive a Straight Life Pension Benefit, unless you elect a Period Certain Pension.

If you are married and wish to elect a form other than the Joint and 50% Survivor Pension, you may do so only with your spouse's written consent.

What is a Straight-Life Pension?

It is an unreduced pension that is paid for your lifetime and that ends on your death, with no benefit payable to any spouse or Beneficiary after your death.

How does the Plan define Spouse?

You have a spouse if you are married to your husband or wife at the time you commence to receive a Retirement Benefit or at the time a Pre-Retirement Death Benefit is first payable.

What is a Joint and 50% Survivor Pension?

This monthly benefit is paid to you for the rest of your life. Upon your death, your surviving spouse will receive a monthly benefit as well. The spouse's benefit will be 50% of yours and will be paid for the rest of your spouse's life. Your benefit will be reduced to the actuarial equivalent of a Straight-Life Pension in order to provide additional payments to your spouse.

What is the Optional Pension?

The Optional Pension gives you five choices: A Straight Life Pension, a Life with Period Certain Pension or a Joint and Survivor Pension with the survivor pension being 66 2/3%, 75% **or** 100%.

What is an Optional Joint and Survivor Pension?

These options are similar to the Joint and 50% Survivor Pension except that your surviving spouse will receive either 66 2/3%, 75% or 100% of your monthly pension. If you elect the Joint and 66 2/3% Survivor benefit, your pension will be lower than the Joint and 50% Survivor Pension. If you elect the Joint and 75% Survivor Pension, your benefit will be lower than the Joint and Survivor 66 2/3% Survivor Pension. If you elect the Joint and 100% Survivor Pension, you benefit will be lower than the Joint and 75% Survivor Pension.

What is the Optional Period Certain Pension?

The Life and Period Certain Pension provides you with a monthly benefit for as long as you live and guarantees monthly payments for a certain period of time (five years or ten years). Your benefit will be reduced to the actuarial equivalent of a Straight-Life Pension in order to provide additional payments to your spouse or Beneficiary. If you elect the ten year certain benefit, your benefit will be lower than the five year certain benefit.

How does the Plan define Beneficiary?

Each Participant shall have the right to designate Beneficiaries or contingent Beneficiaries and to change such designations at any time by completing a beneficiary designation form. A married Participant's designation or change of beneficiary, other than the spouse, must be accompanied by the consent of the spouse. The spouse's signature on the consent must be notarized. If a Participant fails to designate a Beneficiary, the Trustees shall make such designation in the following order: 1. the Participant's spouse, or 2. the Participant's Estate.

Comparison of Joint and Survivor and Straight-Life Pension.

The benefit shown in the Normal Retirement Benefit example is based on a Straight Life benefit. To compare that benefit with the various Joint and Survivor benefit options, let's assume that you are age 65 and have a spouse who is age 61. The actual reduction in your benefit will be based on your age and your spouse's age when you retire, and according to the actuarial tables that are specified in the Plan document.

		Pension Payment	
	Reduction Factor	While You Are Alive	To Spouse After You Die
Straight Life Pension	N/A	$1,500.00	$0.00
50% J&S	.889	1,333.50	666.75
66 2/3% J&S	0.857	1,285.50	857.00
75% J&S	0.842	1,263.00	947.25
100% J&S	0.800	1,200.00	1,200.00

Comparison of Period Certain and Straight Life Pension

The benefit shown in the Normal Retirement benefit example is based on a Straight Life benefit. To compare that benefit with the period certain benefit options, let's assume that you are age 65. The actual reduction in your benefit will be based on your age when you retire, and according to the actuarial tables that are specified in the Plan document.

	Reduction Factor	Pension Payment While You Are Alive	Pension Payment To Beneficiary After you die
Straight life pension	N/A	$1,500.00	$0.00
5 year certain	.976	1,464.00	1,464.00
10 year certain	0.919	1,378.50	1,378.50

NOTE: The pension benefits are guaranteed for 60 months or 120 months. If you die before the 60 month or 120 months, your beneficiary will receive the benefit for the remaining number of months. For example, if you elected the 5 year certain benefit and died after 48 months, your Beneficiary will receive your benefit for the remaining 12 months.

C. SURVIVOR AND DEATH BENEFITS

Will my spouse receive a benefit if I die after I am eligible for a retirement benefit but before I start receiving my retirement benefit?

If you die when you are eligible for a pension but have not begun collecting it, your spouse is entitled to receive a Survivor Death Benefit. The Survivor Death Benefit is payable for your spouse's lifetime.

The amount of this Survivor's Benefit would be what would have been payable if you had retired and begun receiving the Joint and 50% Survivor pension on the first day of the month following your death. In other words, your spouse would be entitled to 50% of the benefit from your actuarially reduced pension.

Will my spouse receive any benefit if I die before I am eligible for a retirement benefit?

If you have a surviving spouse and die before you were eligible for a retirement benefit, your spouse may still be eligible for a **Pre-Retirement Death Benefit** if you were eligible for a Vested Pension.

The Spouse's Death Benefit will be the 50% of Pension payable to your spouse as if you had terminated employment, survived to the earliest retirement age, retired with the Joint and 50% Survivor Pension and died the day after reaching the earliest retirement age. It will be paid monthly for life to your spouse beginning the first of the month following the date you would have been eligible for a pension benefit or a later date, if requested. If the surviving spouse requests it, the benefit may also be paid in a lump sum payment equal to the total of all Employer Contributions made on your behalf. If requested, the lump sum payment can be made immediately after your death.

Who receives my retirement benefit if I don't have a surviving spouse when I die?

If you die without leaving a spouse, a death benefit will be paid to your named Beneficiary immediately after your death. The amount will be a lump sum payment equal to the total of all Employer Contributions made on your behalf.

Is there a death benefit payable after retirement?

If you die after your pension benefits begin and do not have a surviving spouse who you were married to at the date you retired or have not elected a Period Certain Benefit, the Beneficiary you name will receive the Death Benefit. The benefit amount will be a lump sum payment equal to the total of all Employer Contributions made on your behalf less the benefits paid to you before your death.

How do I name a beneficiary?

You can decide what person or persons you wish to name as your Beneficiary by filling out a form. A beneficiary designation form is included at the back of this booklet. If your named beneficiary is your spouse, it will become void automatically if you later divorce. If you wish to name your divorced spouse or a new spouse as beneficiary, you must file a new beneficiary form.

What happens if I don't name a beneficiary?

If you are not married and have not named a Beneficiary, or the one you name does not survive you, any Death Benefit that is payable will be paid to your Estate.

Do I receive Social Security benefits in addition to this pension benefit?

Yes. Social Security also provides benefits at retirement, disability or death to qualified employees and their eligible dependents.

You and your Employers share the cost of Social Security by paying equal taxes on your earnings covered by law.

Your local Social Security office can give you more information about the law and your status under it. Also, you may request a booklet from Social Security which explains how to figure your Social Security benefits. Social Security benefits are not paid automatically. They must be applied for in all cases. You can find the address of the Social Security Administration in the phone book under "United States Government."

SECTION THREE—ADDITIONAL IMPORTANT FACTS

How can a Domestic Relations Order affect my pension benefits?

As a general rule, your interest in your Accrued Benefit, including your Vested interest, may not be assigned. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your Accrued Benefit.

However, there is an exception to this general rule. The Trustees may be required by law to recognize obligations you incur as a result of court ordered child support, marital property, or alimony payments. The Trustees must honor a **Qualified Domestic Relations Order**. A Qualified Domestic Relations Order is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a Qualified Domestic Relations Order is received by the Trustees, all or a portion of your benefits may be used to satisfy the obligation. The Trustees will determine if the domestic relations order received is a valid one. A copy of the Plan's Qualified Domestic Relations Procedures is available from the Plan Administrator if you want one.

How are distributions from the Plan taxed?

Distributions are normally subject to income taxes as are other sources of ordinary income. Of course, you should seek advice from a tax advisor if you have any questions.

Are there special provisions for Military Leave?

The Plan is operated in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). If you take a leave of absence that qualifies under USERRA, your period of military service counts for purposes of determining vesting and calculating the amount of your benefit under the Plan. Also, if you had been participating in the Plan prior to the start of your military service, you will immediately resume your participation upon your return to employment. In order for these provisions to apply, you must enter military service from work qualifying as employment under the Plan, report the military service to your Employer and the Plan Administrator, and return to work in employment within the time allowed under USERRA. Please contact the Plan Administrator for details.

Should I know about any other Plan provisions?

Yes, the provisions of this Plan could change in the unlikely event that it becomes a **Top-Heavy** plan. The IRS defines this as a pension plan that primarily benefits **Key Employees**. Key Employees are certain owners or officers of your employer. A plan is a Top-Heavy plan if the sum of the present value of accrued benefits for Key Employees is more than 60% of the sum of the present value of accrued benefits for all employees.

Each year, the Trustees are responsible for determining whether your Plan is a Top-Heavy plan. While we don't anticipate this happening, you should be aware of the special rules that would apply to the Plan.

If the Plan becomes Top-Heavy in any Plan Year, then non-Key Employees are entitled to certain Top-Heavy minimum benefits. In addition, these other Top-Heavy rules will apply:

a. Instead of becoming fully Vested after completing 5 years of Credited Service, your nonforfeitable right to benefits derived from Employer Contributions will be determined according to an accelerated schedule.

b. If you are a participant in more than one plan, you may not be entitled to minimum benefits under both plans.

How do I apply for a benefit from this Plan?

The Plan has a very specific application and review procedure. To submit your application, obtain a form by telephoning or writing to:

The International Brotherhood of Electrical Workers
Local Union No. 1392 Pension Trust Fund Office
2111 West Lincoln Highway
Merrillville, Indiana 46410
Phone: 1-800-759-6944
1-219-769-6944

After receiving a completed and signed form from you, the application will be processed as quickly as possible. In addition to your form, you need to submit documents that verify your age, your spouse's age, and proof of your marriage. If the Trustees need further information, you will be notified and a specific request will be made.

An application will normally be approved or denied within 90 days after it has been received by the Trustees. In some cases, the Trustees may need more than 90 days to make a decision. In such cases, you will be notified in writing, within the initial 90 day period and an explanation will be given. An additional 90 days may be taken to make the decision if the Trustees send this notice. The extension notice will show the date by which the Trustee's decision will be sent.

If your application is denied in whole or in part, you will receive a written notice that will give you specific reasons for the denial. In addition, you will be informed of the Plan provisions on which the denial was based. If the Trustees need any further information or material from you to reconsider the application, they will explain why it is necessary and inform you of the Plan's review procedure.

What can I do if my application, or any part of it, is denied?

You may appeal a denied application. You may use this appeal process if:

1. you have not received a reply from the Trustees after 90 days;

2. the Trustees have extended the time an additional 90 days and no reply is received after the additional 90 days;

3. written denial of your application is received within the proper time limit and you wish to appeal the written denial.

If your application has been denied in whole or in part, you may request a full and fair review. To do so, you must file a written application with the Fund Office (2111 West Lincoln Highway, Merrillville, Indiana 46410) within 60 days after the application denial was received.

If you are appealing the denial of an application, you are entitled to be represented by an authorized representative, but without expense to the Plan. You and your representative can review pertinent documents and submit issues and comments in writing to the Trustees. Neither you nor your representative will be entitled to appear personally before the Board of Trustees. No hearing is required to be held in connection with any review of your application.

Who makes the decision about my review?

The Board of Trustees, after reviewing your application.

This decision will be made promptly, usually within 60 days after receiving your request for a review. If special circumstances require an extension of time for processing, you will be notified in writing of this extension and will receive this notice before the extension begins. In any event, a decision will be made as soon as possible, but no later than 120 days after receiving your request.

If a decision on an application or review is not given within the time limits described above, you should consider the application or review request denied. However, no application will be assumed denied until you have exhausted all of the procedures set out in this section.

Please explain the Trustees' role in making decisions about this Plan.

The Trustees or persons acting for them, such as the Review Committee, have sole authority to make final determinations regarding any application for benefits under the Plan and the interpretation of the Agreement and Declaration of Trust and any other regulations, procedures or administrative rules adopted by the Trustees. Decisions of the Trustees (or, where appropriate, decisions of those acting for the Trustees) in such matters are final and binding on all persons dealing with the Plan or Trust or claiming a benefit from the Plan or Trust. If a decision of the Trustees or those acting for the Trustees is challenged in court, it is the intention of the parties to the Trust that such decision is to be upheld unless it is determined to be arbitrary or capricious.

All benefits under the Plan and Trust are conditional and subject to the Trustees' authority under the Trust Agreement to change them. The Trustees have the authority to increase, decrease or change benefits, eligibility rules, or other provisions of the Plan and Trust as they may determine to be in the best interest of the Trust, participants and beneficiaries, to the extent permitted by law.

Do I have any other rights as a Plan participant?

You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, referred to as ERISA. The following statement is required to be included in this booklet by Federal law and regulation:

As a participant in this Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations all Plan documents, including insurance contracts and collective bargaining agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

- Obtain, upon written request to the Plan Administrator, copies of all Plan documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an 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) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Trustees' decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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

Can this Plan be amended?

Yes. The Trustees have reserved the right to amend your Plan at any time.

However, these amendments will be for the exclusive benefit of Plan participants and beneficiaries or to comply with Federal law.

Can the Plan be terminated?

Although the Plan is intended to be permanent, the Trustees do reserve the right to terminate it at any time. In the unlikely event that the Plan would terminate, the Trustees are required to inform you of what would happen, as follows:

At Plan termination, you would become 100% Vested in your current Accrued Benefit. You would not accrue any additional benefits after the termination date.

Sometime after the termination date, the Plan would distribute its assets to you and the other participants. The distributions from the Plan would be in the Joint and 50% Survivor form or Single-Life annuity form, depending upon which you would be eligible to receive. The Trustees' intention is that the assets of the Plan would be sufficient to fund your retirement benefits.

In the event that there are not sufficient assets to pay all the benefits, the assets would be allocated equally to, and according to, the following priorities:

a. Retired participants who began receiving their benefits at least 3 years before the Plan termination;

b. Next, to all benefits (if any) guaranteed by the **Pension Benefit Guaranty Corporation** (this is described in the following section).

c. Next, to all other Vested benefits under this Plan.

d. Last, to all other benefits provided under the Plan.

There are complex rules governing the actual allocations within each of these four classes. The above list states only general guidelines.

Any excess funds left after all accrued benefits will be used to increase participants' benefits as provided under the Plan at the time of termination.

What is the Pension Benefit Guaranty Corporation insurance?

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors. The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) The date the Plan terminates or (ii) the time the Plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

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

SECTION FOUR—GENERAL INFORMATION ABOUT THE PLAN

There is certain information which you may need to know about your Plan. It is summarized for you in this Section.

A. Name and Effective Date of Plan

The International Brotherhood of Electrical Workers Local No. 1392 Pension Fund Pension Plan is the Plan's name. This Plan (formerly the International Brotherhood of Electrical Workers Local No. 1760 Pension Fund Pension Plan) was established July 1, 1970. It has been amended several times since. This Booklet includes those changes. The effective date of this Booklet is July 1, 2005, as amended through June 1, 2008. The Plan provisions described here apply to employees who met the requirements as of that date.

B. Type of Plan and Administration

This multi-employer Defined Benefit Pension Plan is maintained by a Board of Trustees consisting of an equal number of employer and employee representatives and is operated according to the terms of an Agreement and Declaration of Trust. The Board of Trustees is both the Plan Sponsor and Plan Administrator. You can contact the Board at this address:

Board of Trustees

International Brotherhood of Electrical Workers Local

No. 1392 Pension Fund Pension Plan

2111 West Lincoln Highway

Merrillville, Indiana 46410

Telephone No.: 1-800-759-6944

1-219-769-6944

C. Plan Numbers

The Employer Identification Number is 35-6244875. The Plan number is 001.

D. Service of Legal Process

The name and address of your Plan's agent for service of legal process is:

Mrs. Carolyn Fredrick
2111 West Lincoln Highway
Merrillville, Indiana 46410

You may also serve process upon any Trustee.

E. Plan Year

Your Plan's records are maintained on a twelve-month period known as the Plan Year. It begins on June 1 and ends on May 31.

F. Method of Funding

All contributions to the Plan Trust Fund are established by a collective bargaining agreement paid by Employers participating in the Plan. These contributions go into an irrevocable trust established exclusively for Plan purposes.

G. Pension Agreements and Cost of Plan

This is a collectively bargained Plan established and maintained by employers and employee organizations. All benefits provided by the Plan are paid for by Employer contributions.

By making a written request to the Fund Office, you can find out whether or not a particular employer or employee organization is participating in this Plan. You will be given the address of the employer or organization, as well.

H. Board of Trustees

The name, title and address of the principal place of business of each of the Trustees of the Plan is:

Employee Trustees	Employer Trustees
Charles Janowczyk Koontz-Wagner Electric Co. 3801 Voorde Dr. South Bend, Indiana 46628	Trisha Hunnicutt Koontz-Wagner Electric Co. 3801 Voorde Dr. South Bend, Indiana 46628
Randy Zima 22727 State Road 23 South Bend, Indiana 46614	Pamela Dosmann Northern Electric Co., Inc. 116 N. Hill Street South Bend, Indiana 46617