

SUMMARY PLAN DESCRIPTION

**ANNUITY PLAN OF LOCAL #86
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**



LOCAL #86, I.B.E.W.

July 1, 2004

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The Annuity Plan of Local #86, International Brotherhood of Electrical Workers, is maintained pursuant to the collective bargaining agreement between the members of the Rochester N.Y. Chapter NECA Inc. and Local #86, I.B.E.W.

The Plan has been in effect since June 1, 1974. The following plan description generally explains the provisions of the Plan as in effect on January 1, 2004. The purpose of this plan description is to provide participants with a brief summary of the Plan. The actual Plan is expressed in a legal document known as the Plan instrument. The Joint Annuity Committee has entered into a Service Agreement with Putnam Fiduciary Trust Company which holds some of the funds contributed to the Plan. This description is only a summary and the actual text of the Plan instrument and the Service Agreement shall control in all instances. In case of any conflict between the provisions of the Plan instrument and the Service Agreement and the provisions of this description, the provisions of the Plan instrument and the Service Agreement shall control. Please note that the Joint Annuity Committee has final and exclusive authority to decide all questions arising in connection with the Plan.

The information in this Summary Plan Description may be modified by material in an Addendum attached at the end. Be sure to check the Addendum, if any, when you refer to this Summary Plan Description.

Copies of the Plan instrument, the Service Agreement, and other documents pertaining to the Plan are available for inspection in the Plan Office at 2300 East River Road, Rochester, New York 14623 during regular business hours.

As used in this plan description, the masculine shall include the feminine and the singular shall include the plural, and vice versa, unless the context clearly indicates the contrary.

Any questions concerning the Plan should be directed to the Joint Annuity Committee.

SECTION 1: IDENTIFICATION OF THE PLAN**A. NAME OF PLAN**

Annuity Plan of Local #86, International Brotherhood of Electrical Workers

B. PLAN SPONSOR

Joint Annuity Committee (“the Committee”)
Annuity Plan of Local #86, I.B.E.W.
2300 East River Road
Rochester, New York 14623
Telephone: (585) 235-1515

Participants and beneficiaries may receive from the Plan Administrator (the Joint Annuity Committee), upon written request, information as to whether a particular employer is a Contributing Employer and, if so, the Contributing Employer’s address.

C. EMPLOYER IDENTIFICATION NUMBER OF PLAN SPONSOR

16-6179118

D. PLAN NUMBER

002

E. EMPLOYEE ORGANIZATION

Local Union #86, International Brotherhood of Electrical Workers (“the Union”)

F. EMPLOYER ORGANIZATION

Rochester N.Y. Chapter NECA Inc. (the “Association”)

G. PLAN YEAR

The Plan Year for record keeping purposes begins on April 1 and ends on the following March 31.

H. TYPE OF PLAN

Profit Sharing Plan

I. ADMINISTRATION OF THE PLAN

The Plan is administered by the Joint Annuity Committee (the “Committee”) which consists of six members, three of whom are appointed by the Construction Unit of the Union and three of whom are appointed by the Association. The members of the Committee are Trustees of the Fund. The Committee also is the Plan Administrator and is responsible for processing claims for benefits, advising you as to your rights, and interpreting the Plan. Please note that the Committee has final and exclusive authority to decide all questions arising in connection with the Plan. Any questions about the Plan should be directed to the Committee at the address shown above. As Plan Administrator, the Committee is the agent for service of legal process at the address shown above. Legal process may also be served on any Plan Trustee at the address shown above. The current Trustees are Edward J. Colombo, William J. Gilligan, William R. Auble, Daniel O’Mealia, William Bauman, and John Loiacono.

J. PLAN CUSTODIAN AND INVESTMENT MANAGER

The Custodian is responsible for the safekeeping of the Plan assets in its possession. Putnam Fiduciary Trust Company, Putnam Investments, DCPA, Annuity Plan of Local #86, I.B.E.W. Plan - Level I, Investors Way, Norwood, Massachusetts 02062, is serving as the Custodian of the Plan assets.

K. COLLECTIVE BARGAINING AGREEMENT

The Plan is maintained pursuant to a collective bargaining agreement between the Association and the Union. Copies of the agreement may be obtained by Participants and beneficiaries upon written request to the Joint Annuity Committee. The agreement is also available for inspection at the Plan Office.

SECTION 2: ELIGIBILITY FOR PARTICIPATION

An employee of an Employer contributing to the Plan will become a Participant when he begins employment under any collective bargaining agreement (the “Agreement”) between the Construction Unit of the Union and the Association, or under any other agreement that requires his Employer to make contributions for his benefit under the Plan. Eligible persons include employees of the Union or any fringe benefit fund sponsored jointly by the Union and the Association. Unindentured apprentices and apprentices who have not completed their probationary period (the first two periods of apprenticeship) are not eligible to participate in the Plan. A Participant who ceases employment covered by the Agreement will cease to accrue further benefits under the Plan even if he is still employed by an Employer, unless his Employer has elected in accordance with the rules of the Plan to continue to contribute for former Participants.

SECTION 3: CONTRIBUTIONS TO THE PLAN

Employers who are required to contribute to the Plan under the Agreement (or any other agreement) will make contributions each month on behalf of each of their respective participating employees as required by the Agreement or such other agreement. The amount of the contribution on behalf of a particular Participant will depend on whether the Participant is included in employee Group A or employee Group B. Currently a Contributing Employer contributes to the Fund \$2.50 per hour on behalf of a Participant included in Group A. If a Participant is a Journeyman, he may elect under the Agreement to be included in Group B. For Participants included in that Group, Contributing Employers currently contribute \$4.00 per hour. However, Participants in Group B are currently paid \$1.50 per hour less in wages than are those in Group A. All such contributions are subject to the terms of the current Agreement.

In April of each year any employed Participant who is a Journeyman can elect to be included in Group B. This election is effective on the following June 1 and cannot be changed until April of any subsequent year, effective the next June 1. Forms for making an election are made available through the Fund Office. A Participant who has not filed a timely election is automatically included in Group A. Any Participant who terminates employment with one Contributing Employer and later becomes employed by another should verify his group A/B status with the new Contributing Employer.

With the written consent of the Committee, and subject to certain requirements, a Participant may make a rollover contribution to the Plan. The rollover must be from a trust under a tax-qualified retirement plan, or from an individual retirement account which was established solely with funds from such a trust. The Participant must establish, to the satisfaction of the Committee, that his distribution qualifies for rollover treatment, and that he has complied with the rollover rules, including applicable deadlines. If a Participant makes a rollover contribution, it will be credited to the general Fund, and will be invested and treated like any other portion of the Fund.

Subject to certain requirements and pursuant to a voluntary, fully-informed election, any Participant changing to a home local other than Local #86 may make a voluntary transfer from the Plan of his entire account balance to a qualified plan of the new home local (if it permits such transfers), whether or not he is eligible to receive a distribution from this Plan. The Participant's accounts under this Plan shall be transferable to the qualified plan of the home local as of the first Valuation Date coinciding with or following the date such Participant permanently ceases to be an Employee as defined in the Plan instrument. Valuation Date means each trading date of the New York Stock Exchange in each Plan Year, and any other dates on which the Fund is valued pursuant to the Plan.

SECTION 4: THE FUND

Employer contributions to the Plan are turned over by the Committee to Putnam Fiduciary Trust Company, the Plan Custodian, which holds the contributions in a Fund for the sole benefit of Plan Participants and beneficiaries. The Fund is invested in separate Investment

Funds. The Trustees may, at their discretion, increase or decrease the number of Investment Funds or change the Investment Funds. Please contact the Fund Office for a current list of the Investment Funds. As of July 1, 2004, the Trustees have selected the following as the Investment Funds for this Plan:

- Putnam S&P 500 Index Fund
- Putnam Vista Fund
- Putnam RetirementReady Union Funds: Growth Portfolio
- Putnam RetirementReady Union Funds: Balanced Portfolio
- Putnam RetirementReady Union Funds: Conservative Portfolio
- PIMCO Total Return Fund – Admin Shares
- Van Kampen Growth & Income Fund – A
- Janus Advisor International Growth
- I.B.E.W. Local #86 Stable Value Fund
- Dodge & Cox Balanced Fund
- Jensen Fund
- Merrill Lynch Small Cap Value Fund
- Sentinel Small Company Fund
- The George Putnam Fund of Boston
- Victory Diversified Stock Fund
- Wells Fargo Growth Balanced Fund

By completing a Participant Investment Form you will designate which of the Investment Funds will hold your Account and receive contributions made on your behalf. Subject to minimum amounts that may apply under the rules of any Investment Fund, you may select an Investment Fund to hold the full amount of your Account and contributions, or divide them among more than one Investment Fund. On a daily basis, you may designate different Investment Funds to accept new contributions to your Accounts. Generally you may also move money between Investment Accounts at any time. Certain funds may, however, impose restrictions on your trading activity if they deem it to be excessive. You will receive instructions for making such changes.

The value of your share of the Fund at any time may be more or less than the number of dollars which have been contributed to your Account. Your share is affected by the amount of dividends, interest, gains and losses of the Investment Fund(s), the expenses of the Fund, and changes in the value of the Fund's investments. The value of your Account at any time is based on the most recent valuation of the Investment Fund(s) you have chosen from the available options. Following the close of each calendar quarter, you will receive a statement showing the value of your individual Accounts. You may also receive daily account information directly from Putnam.

NOTE: The Plan is intended to comply with the rules and regulations regarding participant investment direction set forth in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended. This means that the fiduciaries of the Plan may be relieved of liability for losses, if there are any, which are the result of your investment instructions.

SECTION 5: RETIREMENT BENEFITS

A. NORMAL

A Participant who stops work for Contributing Employers after age 55 (his Retirement Age) may elect to receive the amount credited to his Accounts under the Plan in the form of a life annuity or, if he is married, the Husband and Wife Pension, or one of the forms of payment described in Section 8 below and selected by the Participant in a written election filed with the Committee. Payments will commence as of the first day of the month which follows the filing of his election by at least 30 days. Installment payments, if elected, may be changed by the filing of a proper election with the Committee (on a form provided by the Committee) once each year.

Any Participant who has attained his Retirement Age may elect to receive any specified portion of his interest in the Fund. The election must be made during the last two months of any calendar quarter in a manner designated by the Committee, to be effective as of the first day of the next calendar quarter.

The decision to request payment of, or defer, benefits is subject to three other rules. First, whenever a Participant does request to receive benefits, the form of benefit he elects is subject to the spousal consent rules described in Section 8. Second, at the time a retired Participant (married or unmarried) reaches age 70½, benefits must begin to be paid in a manner designed to pay out the entire amount credited to his Accounts over a period which extends no longer than his expected remaining life or the expected remaining joint life of the Participant and a beneficiary. Third, if the total amount in the Participant's Accounts is not more than \$5,000, the Committee will pay out the total amount in his Accounts in a single cash sum.

If a Participant is married at the time he begins to receive benefits, and has worked (or was paid or entitled to payment) under any agreement calling for contributions to the Plan on his behalf) after August 22, 1984, his benefits must be paid in the form of the Husband and Wife Pension described in Section 8 unless the spouse consents to a different form of benefit, except that if the total value of a married or unmarried Participant's benefit is not more than \$5,000, he will receive his benefit in a single cash payment.

B. LATER

If a Participant continues to work for a Contributing Employer after age 55, he will continue to accumulate benefits until he retires, at which time he will receive the amount credited to his Accounts in one of the forms of payment described in Section 8 below.

C. DISABILITY

A Participant who terminates his employment with Contributing Employers because of a Disability will be entitled to receive the entire amount credited to his Accounts under the Plan in one of the forms of payment set forth in Section 8 below. The rules for making this election are the same as in the case of a Participant who terminates employment after age 55.

Disability means a condition that renders a Participant unable to engage in any substantial gainful activity because of a medically identifiable physical or mental impairment which may result in death or has lasted (or is expected to last) for a continuous period of at least 12 months.

D. EARLY TERMINATION

If a Participant's employment with Contributing Employers terminates because work is unavailable due to local economic conditions, or if a Participant stops working for Contributing Employers because of a labor-management dispute primarily involving a union or members of a union other than Local Union #86, I.B.E.W., or if he is unable to work for reasons beyond his control, such as injury or illness, he will be eligible for early termination benefits.

A Participant must file a written application for early termination benefits with the Committee and shall elect a monthly benefit of \$300, \$600, \$900 or \$1,200. The amount of this monthly benefit may be changed only once (effective the first day of the following month) by filing a written notice with the Committee. The Participant's Accounts will be charged an amount reflecting the cost of paying his early termination benefits. Monthly early termination benefit payments will start on the first day of the month following the month in which the Participant applies for them and the Committee determines he is eligible for the benefits. The application must be made on a form provided by the Committee, and must generally be filed by the 20th day of the month in accordance with the procedures established by the Committee. If a monthly certification is provided, benefits will be paid until the first to occur of the following: (1) the Participant's Accounts are exhausted, (2) the Participant returns to work for a Contributing Employer, (3) the Participant turns down work for a Contributing Employer, or (4) the Participant asks the Committee in writing to stop benefit payments.

This election to receive early retirement benefits is subject to two other rules. First, if a Participant is married and has worked under the Agreement (or any other agreement calling for contributions to the Plan on his behalf) after August 22, 1984, he can make this election only with the written consent of his spouse in accordance with rules established by the Committee. Second, at the time a retired Participant (married or unmarried) reaches age 70½, benefits must begin to be paid in a manner designed to pay out the entire amount credited to his Accounts over a period which extends no longer than his expected remaining life or the expected joint life of the Participant and a beneficiary.

A Participant receiving early retirement benefits who later qualifies for retirement or disability benefits may elect such retirement or disability benefits effective as of any July 1 by filing a written election with the Committee during the prior May or June.

If, for a period of more than three years from the last date a contribution on his behalf was required to be made to this Plan, a Participant is not employed by a Contributing Employer and if the total amount in his Accounts does not exceed \$5,000, then such total amount shall be paid to him in a single cash sum as soon as practicable after the end of such three-year period, without the need for any Participant election or spousal consent.

SECTION 6: DEATH BENEFITS

Generally, if a married Participant dies before beginning to receive his retirement benefits from the Plan, one-half of his benefits will be paid to his designated beneficiary. The other half will be paid to his spouse unless he has designated a different beneficiary with his spouse's consent. Special rules relating to this consent are explained below.

Any death benefit payable to a Participant's designated beneficiary (other than his spouse) and which does not exceed \$5,000 shall be paid in a single cash sum. Any such benefit in excess of \$5,000 may be paid in one of the alternate forms of benefit described in Section 8, as elected by the Participant in a written instrument filed with the Committee.

Any death benefit payable to a Participant's surviving spouse shall be in the form of an annuity contract distributed to the spouse providing for Qualified Pre-Retirement Survivor Annuity payments commencing as soon as practicable after the Participant's death. If the present value of such benefit does not exceed \$5,000, it will be paid to the spouse in a single cash sum as soon as practicable after the Participant's death without the consent of the spouse. If the present value of the benefit exceeds \$5,000, it may be paid in one of the alternate forms of benefit described in Section 8 as elected by the Participant, with the consent of his spouse or, if no such election has been made, as elected solely by his spouse, in a written instrument filed with the Committee.

A spouse's consent to the designation of another beneficiary or a different form of payment will be valid only with respect to the spouse who signed it. Therefore, if a married Participant designates a different beneficiary or different form of payment with the consent of his spouse and he is married to someone else at the time of his death, the spousal death benefit will be paid to his most recent spouse in the form of a nontransferable annuity contract, unless she has also signed a valid consent to the designation.

An unmarried Participant may file a beneficiary designation at any time. However, if an unmarried Participant files a beneficiary designation form but is married at the time of his death, the spousal death benefit will be paid to his spouse in the form of a nontransferable annuity contract, unless she signed a valid consent to the designation of a different beneficiary or a different form of payment. The consent will not be valid unless it is in a notarized writing on a form approved by the Committee and is made and filed after the Plan Year in which the Participant attains age 34.

Forms for designating beneficiaries and/or forms of payment under the Plan are available from the Committee. Every Participant should complete a beneficiary designation form and file it with the Committee. If no beneficiary is named, or named beneficiaries do not survive the Participant, the Participant's Accounts will be paid to certain relatives or to his estate, as specified in the Plan.

The rules set forth in this Section do not apply to any portion of a Participant's benefits that must be paid to a former spouse or other person under a Qualified Domestic Relations Order (See Section 10).

SECTION 7: TERMINATION OF EMPLOYMENT BEFORE RETIREMENT

If, during a period of more than 365 days, a Participant who has not yet reached his Retirement Date is employed neither by any Contributing Employer nor by an employer participating in a pension plan maintaining a reciprocal agreement with this Plan (see Section 9), and if his lack of employment is due to reasons other than illness, injury, disability or death, and if he does not intend to return to work for a Contributing Employer (for example, he is not signing Union out-of-work book), he may elect to receive the entire amount credited to his Accounts in a single cash sum as soon as practicable after the 365 day period. The Participant shall certify that he is not available for employment in the electrical industry by a Contributing Employer or by a participating employer in any other pension plan which then has in effect a reciprocal agreement between such plan and this Plan and that he does not intend to return to such employment.

If the total amount in the Participant's Accounts exceeds \$5,000 and the Participant is married and has worked under the Agreement (or any other agreement calling for contributions to the Plan on his behalf) after August 22, 1984, this election will require the consent of his spouse.

If the terminated Participant does not receive the total amount in his Accounts under this provision and he later becomes employed by a Contributing Employer and again becomes a Participant, the total amounts credited to his Accounts (during both periods of participation) will be distributed when he again becomes eligible to receive benefits.

SECTION 8: PAYMENT OF BENEFITS

Benefits under the Plan will generally be paid in a single sum if the entire amount in a Participant's Accounts is \$5,000 or less.

If the total Account balance is greater than \$5,000, and the Participant is not married, he will be paid in the form of a Single Life Annuity unless he elects another form of benefit. A Single Life Annuity is a nontransferable annuity contract which provides equal monthly payments for life with no payments after the Participant's death. If the total is greater than \$5,000 and the Participant is married, he will be paid in the form of a Joint and Survivor Annuity unless he elects one of the other available options. A Joint and Survivor Annuity is a nontransferable annuity contract which provides a specified periodic payment for the rest of the Participant's life, and then monthly payments to his spouse for her life with each monthly payment equaling one-half of the amount of the monthly payments to the Participant. If the Participant is married, spousal consent is required to designate a second beneficiary other than his spouse, or to designate a different form of benefit.

The following optional forms of payment are available, subject to a requirement to obtain spousal consent if the Participant is married:

1. A single cash sum.

2. Periodic installments with any balance remaining after the Participant's death paid as soon as practicable after his death in a single cash sum to his designated beneficiary; provided, however, that if the Participant is married at the time such installments begin, such balance shall be paid to his spouse unless his spouse consents to the designation of a different beneficiary. Certain restrictions may limit the maximum period over which benefits can be paid and the minimum amount of each installment. Notwithstanding the above, at the election of the surviving spouse, any balance remaining after the Participant's death may continue to be paid in period installments as elected by the surviving spouse provided that such distributions comply with the requirements of the Plan.

3. The benefits of the Participant can be paid in the form of an annuity providing for monthly payments extending over a period no longer than the joint lives of the Participant and a beneficiary. The amount of each payment will depend on the Participant's total Account balance. Certain restrictions may limit the maximum period over which benefits can be paid and the minimum amount of each payment.

Within a reasonable period before benefits are paid, each married Participant will receive a written explanation of the Husband and Wife Pension and the right to waive it and receive benefits in one of the alternate forms of benefits described above. A Participant and his spouse cannot waive the Husband and Wife Pension before the 90-day period preceding the date the Participant is to begin receiving benefits. A waiver by a married Participant must be signed by both the Participant and his spouse and the spouse's signature must be notarized. It can be revoked (without the spouse's consent) any time before the Participant begins to receive benefits.

SECTION 9: RECIPROCAL AGREEMENTS

From time to time, the Committee may enter into agreements with representatives of other employee benefit pension plans for the exchange of credits earned and/or contributions made on behalf of participants in one plan who work in the jurisdiction of another plan. The Committee has also signed an electrical industry-wide agreement approved by the International Brotherhood of Electrical Workers (the "National Reciprocal Agreement") which provides for the exchange of credits and contributions when a Participant is temporarily working in the jurisdiction of another local union. If you are working for an employer obligated to contribute to a plan covered by a reciprocal agreement with this Plan (including the National Reciprocal Agreement), you will be treated for purposes of receiving distributions as if you were employed by a Contributing Employer. Your Plan Account will be credited with the actual amounts transferred to this Plan on your behalf pursuant to a reciprocal agreement.

SECTION 10: QUALIFIED DOMESTIC RELATIONS ORDERS

If the Committee receives a court order directing it to pay all or a portion of a Participant's benefits to another person for child support, alimony or as part of a marital property settlement, the Committee will, within a reasonable period of time, determine whether the order meets certain requirements that is, whether the order is a Qualified Domestic Relations Order as defined under Federal law. The Committee will notify all interested persons of its receipt of the

order and its procedures for making the determination and administering distributions made pursuant to a Qualified Domestic Relations Order. You may obtain a copy of the Committee's procedures governing Qualified Domestic Relations Order determinations free of charge by sending a written request to the Plan Administrator at the address in Section 1.

SECTION 11: CIRCUMSTANCES WHICH MAY RESULT IN DISQUALIFICATION, INELIGIBILITY, OR DENIAL, LOSS, FORFEITURE OR SUSPENSION OF BENEFITS

Potential benefits may be affected by the Fund's investment experience. As explained in Section 4, each Participant's Accounts share in the gains and/or losses of the entire Fund.

If a terminated Participant receiving benefits under the Plan, other than a Participant who qualifies for retirement benefits after his Retirement Date, becomes employed by a Contributing Employer, then benefit payments under the Plan shall immediately cease and will be resumed only by reapplication to the Committee after the Participant has terminated his re-employment and again qualifies to receive benefits. In the case of a terminated Participant receiving retirement benefits in the form of periodic installment payments, such Participant may elect to stop, restart or change the amount of such installments, subject to the relevant Participant election and spousal consent requirements.

SECTION 12: AMENDMENT OR TERMINATION OF THE PLAN

The Plan may be amended at any time by the Committee with the approval of the Construction Unit of the Union and the Association. No amendment may, however, provide for the use of the Fund for any purpose other than the exclusive benefit of the Participants and their beneficiaries.

It is expected that the Plan will continue indefinitely, but the Plan may be discontinued at any time if maintenance of the Plan is no longer called for under the Agreement or any other collective bargaining agreement. If the Plan is terminated, the entire interest in the Plan of each Participant will be distributed to him under the terms of the Plan.

Under federal law, the Pension Benefit Guaranty Corporation (PBGC) insures benefits payable under certain types of plans. This Plan is not one of the plans insured by the PBGC.

SECTION 13: CLAIMS PROCEDURE

Participants will be notified by the Committee when they are eligible to receive benefits. A Participant who believes that he is entitled to benefits may submit a claim to the Committee. If the Committee denies his claim, in whole or in part, it will notify him within 90 days after the claim is filed and state the reasons, cite pertinent plan provisions, and indicate whether additional information is needed. The 90 day period may be extended to a 180 day period under certain circumstances. The Committee will notify the Participant if it intends to extend the time period. The Participant will be given a reasonable opportunity for a full and fair review by the

Committee of its decision. A Participant may appeal a denial by filing a written request for review with the Committee no later than 60 days after he has received notice of the denial. He may also request a hearing before the Committee. The Participant may submit questions and comments in writing to the Committee for their consideration. The Committee will notify him of its decision within 60 days, citing specific reasons and plan provisions. The 60 day period may be extended to a 120 day period under certain circumstances. The Committee will notify the Participant if it intends to extend the time period. Appeals filed at least 30 days before the next scheduled meeting must be resolved at that meeting. If the appeal is filed within 30 days of the next meeting, it must be resolved at the second meeting after the appeal is filed, if not before. An additional extension, until the third meeting after the appeal is filed, may be applied in special circumstances. The Committee will notify the Participant if it intends to extend the time period, describing the “special circumstances” and the date when the determination will be made. Once the Committee makes a determination, they will notify the Participant within 5 days.

More information concerning the claims procedure is available from the Committee, free of charge.

SECTION 14: YOUR RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

A. RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 55) 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.

B. 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 or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

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

D. 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 Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 Pension and Welfare Benefits Administration.