

**THE IBEW  
PENSION PLAN**

**QUESTIONS AND ANSWERS  
CONCERNING THE PROVISIONS AND PROCEDURES  
OF THE I.B.E.W. PENSION BENEFIT PLAN  
Revised May 2004.**

The International Executive Council has compiled the questions and answers listed below as a general explanatory guide to the local union officers and the members of the I.B.E.W. covering the provisions and procedures of the Pension Benefit Plan. Nothing listed below shall be recognized or considered as amending the provisions of the Rules and Regulations of the I.B.E.W. Pension Benefit Fund and/or the I.B.E.W. Constitution. The rights of the member under the Pension Plan shall be as stated in the Rules and Regulations and the Constitution. The following Questions and Answers (unless otherwise stated herein) are applicable to I.B.E.W. "A" members that retire on or after January 1, 2003 or die on or after January 1, 2003.

**INTRODUCTION**

"A" members of the I.B.E.W. are generally able to participate in the Pension Benefit Fund. The Fund was established in 1927 to receive payments from participating members so that they might enjoy normal pensions. At that time it was practically impossible for the members to obtain similar benefits at any cost. The I.B.E.W. has never defaulted in the payment of pension benefits since the Plan was established. The Pension Plan is designed to provide benefits at the lowest possible cost to the participating members. It is a Plan designed by the members for the members, and administered by members of the I.B.E.W. The receipt of benefits is dependent solely upon maintaining continuous good standing as an "A" member of the I.B.E.W. and upon compliance with the provisions of the I.B.E.W. Constitution.

The I.B.E.W. Pension Benefit Fund has been consistently improving since its inception. Today's benefits differ from those available to members retiring in prior periods. Because of this, your attention is specifically directed to Article XI of the I.B.E.W. Constitution, which contains the provisions relating to the Pension Benefit Fund.

**NORMAL RETIREMENT**

**Q1: Who is eligible to apply for a normal retirement pension benefit?**

A1: "A" members of the I.B.E.W. are eligible to apply for a normal retirement pension if they have five (5) or more years of continuous good standing at the time of their application for pension, and have reached age sixty-five (65).

**Q2: What is the amount of this normal retirement pension?**

A2: The normal retirement pension of an “A” member is a benefit of three dollars and fifty cents (\$3.50) per month for each full year of continuous good standing as an “A” member earned prior to 1998 and four dollars and fifty cents (\$4.50) per month for each full year of continuous good standing as an “A” member earned in and after 1998 computed immediately prior to the month in which benefits begin.

**Q3: In computing an “A” member’s benefit, at what point does the \$4.50 per month for each full year of continuous good standing as an “A” member earned in and after 1998 come into play?**

A3: Assuming a member meets the requirements for a benefit, his or her monthly benefit will be based on \$3.50 for each year earned prior to 1998 and \$4.50 for each year earned in and after 1998. A member will be entitled to \$4.50 for the year ending on his or her first anniversary subsequent to January 1, 1998, and for each subsequent year. A member who applies for a pension before reaching his or her anniversary date in 1998, however, will not be entitled to any benefit based on the \$4.50 rate. The following examples illustrate this calculation:

- 1) An “A” member who was initiated into the I.B.E.W. in July, 1990 and who applies for a pension on his sixty-fifth birthday in September, 2030, with forty years of continuous good standing as an “A” member would begin to receive in October, 2030, a normal benefit of \$173.00 per month as follows:

$$\begin{aligned} & \$3.50 \times 7 \text{ (years from July, 1990 through July, 1997)} \\ & = \$24.50 \end{aligned}$$

$$\begin{aligned} & \$4.50 \times 33 \text{ (years in and after 1998, beginning} \\ & \text{with the year ending on June 30, 1998)} \\ & \text{Monthly Benefit} \end{aligned} \qquad = \qquad \begin{array}{r} \underline{\$148.50} \\ \$173.00 \end{array}$$

- 2) An “A” member who was initiated into the I.B.E.W. in July, 1990 and who applies for a pension on his sixty-fifth birthday in March, 1998, with seven years of continuous good standing as an “A” member would receive a normal benefit of \$24.50 per month as follows:

$$\begin{aligned} & \$3.50 \times 7 \text{ (years from July, 1990 through July, 1997)} \\ & = \$24.50 \end{aligned}$$

He would not be entitled to another year’s credit since he retired prior to his anniversary in 1998 and he would similarly not be eligible for the \$4.50 credit. Should he maintain his “A” membership through June, 1998, however, he would receive an additional \$4.50 monthly for fulfilling another year of membership after the effective date of the higher rate.

**Q4: What if an “A” member reaches age 65 but has less than 5 years of continuous good standing? Can he or she receive a partial pension?**

A4: An “A” member, upon reaching age sixty-five, who has fewer than five years in continuous good “A” membership standing, will not be eligible for retirement benefits at that time. He may continue his membership, however, until completing the required five years’ standing and then apply for retirement benefits in the normal fashion. In the interim, he would continue to enjoy the protection of the death benefits associated with the plan. It should be understood that, even if a member retires from the electrical industry, he can continue to pay his “A” membership dues and earn additional years of good standing. In this way, a member who is retired, but who has not satisfied the five years of continuous good standing for a normal pension or the twenty years of good standing for an early or disability pension, can continue earning additional years of credit until he is eligible for a benefit.

**Q5: For pension benefit purposes, will all years of membership count in the computation of full years of continuous good standing?**

A5: No. Only those years of “A” membership which are in continuous good standing at the time of application. If the member currently holds at least five years’ continuous good standing as an “A” member upon reaching sixty-five (65) or more years of age, then at that time all of the member’s full years of continuous good standing as an “A” member will be used in computing the pension to which he or she is entitled.

**Q6: Will a normal retirement pension be paid to a member automatically after the member qualifies for such a benefit?**

A6: No, the member must apply through his local union Financial Secretary for pension on the prescribed form, which will be obtained from the International Secretary-Treasurer. Of course, in addition to satisfying the eligibility requirements of age 65 and 5 years of continuous good standing, the member must be fully retired from the electrical industry in order to receive his or her normal retirement pension benefit.

**Q7: Can an “A” member drop the pension benefit and still maintain the death benefit coverage?**

A7: Not while still an active “A” member. After retirement under the plan, however, all or a portion of the retiree’s monthly pension benefit can be waived upon the retiree’s request while the death benefit remains in effect.

**Q8: Is a member who transfers from “A” to “BA” membership, or who fails to maintain continuous “A” membership, entitled to a refund?**

A8: No. The I.B.E.W. Pension Benefit Plan does not provide for refunds. Other than necessary administrative expenses, the only payments made by the Plan are benefits paid to our retirees and surviving spouses and death benefits paid to surviving beneficiaries.

## OPTIONAL EARLY RETIREMENT

**“A” members of the I.B.E.W. who have attained age sixty-two (62) with twenty (20) or more years of continuous good standing as “A” members of the I.B.E.W. immediately preceding their application are eligible to apply for an early retirement pension upon their full and complete retirement from the industry.**

**Q9: What is the amount of this early retirement pension?**

A9: The early retirement pension of an “A” member is a benefit of three dollars and fifty cents (\$3.50) per month for each full year of continuous good standing as an “A” member earned prior to 1998 and four dollars and fifty cents (\$4.50) per month for each full year of continuous good standing as an “A” member earned in and after 1998, computed immediately prior to the month in which benefits begin, reduced by 6.66% of this amount for each year (or part) the member is under age 65 at time of retirement.

For example, if an “A” member applies for early retirement at age sixty-two (62) and will have thirty (30) full years of continuous good standing as an “A” member in the month immediately preceding the effective date of his or her early retirement, fifteen years of which were earned prior to 1998 and fifteen years of which were earned in and after 1998, the computation of the monthly benefit would be as follows:

$$\begin{array}{rcl} \$3.50 \times 15 \text{ (years prior to 1998)} & = & \$52.50 \\ \$4.50 \times 15 \text{ (years in and after 1998)} & = & \underline{\$67.50} \\ \text{equals} & & \$120.00 \end{array}$$

LESS

$$\begin{array}{l} 6.66\% \text{ (percentage reduction for year or part under age 65)} \\ \times \underline{3} \text{ (years under age 65)} \\ 19.98\% \text{ (percentage reduction)} \end{array}$$

$$\begin{array}{l} \$ 120.00 \\ \times \underline{19.98\%} \\ \$ 23.98 \text{ (amount of early retirement reduction)} \end{array}$$

$$\begin{array}{l} \$ 120.00 \text{ (full benefit)} \\ - \underline{23.98} \text{ (less reduction)} \\ \$ 96.02 \text{ (monthly early retirement pension)} \end{array}$$

**Q10: Can a member with fewer than 20 years of continuous good standing as an “A” member, but more than 5 years, retire prior to age 65 under the early retirement option?**

A10: No. In order for a member with fewer than 20 years to receive a pension benefit, the member must continue to pay “A” member’s dues until he or she reaches age 65.

**Q11: How does a member arrange to begin receiving early retirement benefits?**

A11: The member must contact the Financial Secretary of his home local union and then make application on the proper form, which will be obtained from the International Secretary-Treasurer. Of course, in addition to satisfying the eligibility requirements, the member must be completely retired from the electrical industry in order to receive early retirement pension benefits.

**Q12: Can a retired member return to work at the electrical industry and waive the monthly retirement benefits for the period he or she is working and then have the pension benefit payments resume when he or she ceases to work?**

A12: Yes, in fact it is mandatory that a retiree who returns to work in the electrical industry notify his local union and notify the International Secretary-Treasurer to cease paying the monthly pension benefit. The member must immediately resume the payment of membership dues through his local union. When the member again retires, he must advise his Financial Secretary who will notify the International Secretary-Treasurer so that pension payments can be resumed.

**Q13: Can a member who elected early retirement and subsequently returned to work and worked past age 65, then elect to receive benefits under the normal retirement provisions?**

A13: No. A member who elects early retirement will always have that portion of his or her pension benefit determined on the basis of the early retirement provision. However, upon the second retirement such a member’s pension would be increased based on the additional period of continuous good standing earned as an “A” member after his or her return to work.

#### **OPTIONAL SPOUSE’S BENEFIT**

**Q14: What is the optional spouse’s benefit?**

A14: An “A” member who qualifies for normal, early, or disability retirement may elect to receive a reduced pension benefit payable for the life of the member, with the provision that, upon the member’s death, one-half of the reduced pension will be paid to the member’s surviving spouse for as long as the spouse lives. If the spouse predeceases the member or if the spouse and member divorce, while the member is receiving the pension benefit, the member’s benefit will “pop-up” to the full amount. In either event, if the

death or divorce occurred prior to January 1, 2002, the benefit will pop-up effective January 1, 2002. If the death or divorce occurs on or after January 1, 2002, the benefit will pop-up on the last day of the month following the death or divorce.

**Q15: Why is the amount of pension paid under the optional spouse's benefit a reduced amount?**

A15: Since a second person (the spouse) is now likely to receive pension payments after the death of the member, the member's pension has to be reduced in order to compensate for those extra payments. The value to the member and spouse is the same as the initial value of the member's pension alone.

**Q16: How is the reduced pension payable under the optional spouse's benefit determined?**

A16: The pension benefit otherwise payable is multiplied by a factor which adjusts for the increased period of pension payment. For the member and spouse whose ages are the same, the pension is reduced to 86½ % of the otherwise payable amount. If the spouse is younger than the member, the reduction factor is 86½ % less ½ % for each year that the spouse is younger than the member. If the spouse is older than the member, the reduction factor is 86½ % plus ½ % for each year that the spouse is older than the member. **But at no time is the member's benefit greater than 100%.**

Let's look at some examples. We earlier presented an example where a member who retires at age 65 with 40 full years of continuous good standing is entitled to a monthly pension benefit of \$173.00. Suppose this member wishes to elect the optional spouse's benefit.

- 1) If the member and his spouse are the same age, the reduction factor is 86½ % and the reduced pension payable would be:

$$86.5 \% \times \$173.00 = \$149.65 \text{ per month}$$

After the member's death, one-half of this amount, or \$74.83 per month, would continue to be payable as a pension to the surviving spouse.

- 2) If the member's spouse were 5 years younger than the member, the reduction factor would be 86½ % less 5 x ½ %, or 84%. The reduced pension payable would be:

$$84\% \times \$173.00 = \$145.32 \text{ per month}$$

One-half of this amount, or \$72.66 per month, would be payable to the surviving spouse.

- 3) If the member's spouse were 2 years older than the member, the reduction factor would be 86½ % plus 2 x ½ % or 87½ %. The reduced pension payable is:

$$87.5 \% \times \$173.00 = \$151.38 \text{ per month}$$

One-half of this amount, or \$75.69 per month, would be payable to the surviving spouse.

**Q17: How do you calculate the reduced pension amount for an optional spouse's benefit chosen in addition to early retirement?**

A17: First, the early retirement benefit to which the member is entitled must be calculated. Then this amount is multiplied by the reduction factor for an optional spouse's benefit. This reduction factor for the optional spouse's benefit is precisely the same for normal, early, and disability retirement. It depends only on the difference between the member's age and the spouse's age.

**Q18: How does a member arrange to receive the optional spouse's benefit?**

A18: The member must apply on a form which will be obtained from the International Secretary-Treasurer by the member's local union Financial Secretary. If this election is desired, it should be made prior to retirement so that the International Executive Council will have time to approve the application and have the optional spouse's benefit effective on the day the member is placed on pension.

**Q19: Can a member decide to elect the optional spouse's benefit and then later change his or her mind and cancel the election?**

A19: The optional spouse's benefit may be canceled up to the day the member is placed on pension. After that, it must remain in effect.

**Q20: What happens if the spouse dies subsequent to the member's retirement?**

A20: In that case, the election is automatically canceled and the member will receive a "pop-up" of his pension. The benefit will equal the unreduced benefit the member would have received had the member never elected the optional spouse's benefit. If the death occurred prior to January 1, 2002, the benefit will pop-up effective January 1, 2002. If the death occurs on or after January 1, 2002, the benefit will pop-up on the last day of the month following the death or divorce. Members should notify the I.S.-T. immediately of the death of their spouse and provide a death certificate.

**Q21: What happens if the member and spouse divorce while receiving the optional spouse's benefit?**

A21: If the spouse and member were divorced prior to January 1, 2002, the optional spouse's benefit election is automatically canceled and beginning the month of January 2002, the member will receive a "pop-up" of his pension, an amount unreduced for the optional spouse's benefit. If the member and spouse divorce *on or after* January 1, 2002, the member will begin to receive the "pop-up" of his pension benefits on the last day of the month following the date of the divorce. Members should notify the I.S.-T. immediately of the divorce and provide copies of all divorce papers.

**Q22: If a retiree receiving the reduced optional spouse's benefit dies prior to his or her spouse, what does the spouse need to do to receive the optional spouse's benefit?**

A22: The spouse should notify the Fund immediately upon the death of the retiree and provide the Fund with a copy of the death certificate. **To be eligible for the optional spouse's benefit, the surviving spouse must hold the relationship of spouse to the retiree at the time of the retiree's death.**

**Q23: Who is considered a spouse for purposes of paying an optional spouse's benefit?**

A23: The Fund will generally recognize a spouse who is named on a marriage certificate as the member's spouse. In addition, the Fund will recognize what it defines as a common-law marriage. To establish a common-law marriage as defined by the Fund, a member must show to the satisfaction of the Trustees, cohabitation consciously and openly as husband and wife, *and* a holding out to the public of the relationship as one of husband and wife. Cohabitation alone does not establish a common-law marriage.

To demonstrate to the Trustees that the member and his spouse were common-law husband and wife, as defined herein, the claimant may submit documents that show that the member and his spouse considered themselves, and acted as, husband and wife; such documents include: jointly filed income tax returns, deeds to real estate, children's birth certificates, insurance policies showing family or joint coverage, announcements, etc. Based on the documents and information available, including information submitted, the Trustees shall determine whether the claimant satisfies the Fund's definition of a common-law spouse.

In all events, to be considered a "spouse" for payment of the PBF optional spouse's benefit, the individual must continue to be married to the retiree at the time of the retiree's death.

#### **RETIREMENT BENEFITS, VESTED PENSIONS AND OPTIONAL SPOUSE'S BENEFITS OF \$30.00 OR LESS**

**Q24: Are there situations where a member's benefit or an optional spouse's benefit may be paid as a lump sum benefit?**

A24: Yes. In fact, members who would begin receiving a retirement pension or a vested

pension on or after January 1, 2003, will have their benefit paid as a lump sum benefit if the monthly benefit would be \$30.00 or less. Similarly, spouses who would begin receiving an optional spouse's benefit of \$30.00 or less on or after January 1, 2003, will receive a lump sum instead of a monthly pension. This lump sum benefit will not be paid to members receiving a disability pension.

**Q25: What if I began receiving a benefit of \$30.00 or less prior to January 1, 2003?**

A25: In that case, the member or spouse was given the option to elect the lump sum payment or to continue to receive a periodic payment. Those members and spouses were also notified that if they continued to receive the periodic payment, the benefits may, at some time, be paid less frequently than monthly.

**Q26: How is the lump sum benefit calculated?**

A26: The lump sum benefit is calculated using actuarial tables supplied by the Fund's actuaries. The benefit is the actuarial equivalent to the benefit the member or spouse would receive during their lifetime.

**Q27: What if I receive a lump sum payment and then return to work in the electrical industry?**

A27: If you have received a lump sum payment, your entire retirement benefit has been paid. To earn additional retirement benefits, you must qualify again by earning five years in continuous good standing as an "A" member.

**Q28: How does the Fund calculate whether I am receiving a monthly benefit of \$30.00 or less when I am receiving a benefit in Canadian currency?**

A28: The \$30.00 or less benefit is based on the U.S. dollar and the Fund will convert foreign currency to the U.S. dollar equivalent to determine whether the benefit is \$30.00 or less.

**Q29: What if am receiving a benefit greater than \$30.00, but I subsequently get divorced and my ex-spouse and I both commence to receive less than \$30.00?**

A29: In that case, your benefits will be paid as a lump sum. If only one of you receives \$30.00 or less, only that individual will receive the lump sum. Further, if we pay either of you a lump sum and your ex-spouse dies prior to you, you will not be eligible for the "pop-up" benefit.

#### **TOTAL DISABILITY PENSION**

**Q30: How many years of continuous good standing as an "A" member of the I.B.E.W. must a member have in order to be eligible for total disability benefits?**

A30: A member must have 20 or more years immediately preceding his or her application.

**Q31: How does a member obtain total disability pension benefits?**

A31: An “A” member who seeks total disability benefits must submit an application for them. The International Executive Council will approve this application once it has confirmed that the member is totally disabled for disability pension benefit purposes and satisfies the service requirements. The member must maintain his or her continuous good standing as an “A” member until the date of approval or his or her application for total disability benefits.

**Q32: When can the application be made?**

A32: Anytime after the disability has started. In most cases, though, it will be a few months before it’s really clear that the disability is permanent. Many members will find it more convenient to apply at the same time they apply for Social Security or Canada Pension benefits because the same proof of disability is required.

**Q33: What does an “A” member have to do to prove that he or she is totally disabled for pension purposes?**

A33: Any “A” member will normally be presumed to be totally disabled for disability pension benefit purposes if the member presents evidence:

- (1) That he or she has been awarded Social Security Total Disability Insurance Benefits, or total disability benefits under the Canada Pension Plan, or Quebec Pension Plan, or Canadian Disabled or Blind Persons Act.
- (2) That he or she has been awarded a total disability annuity under the U.S. Railroad Retirement Act.
- (3) That he or she has been awarded a Total Disability Retirement Benefit under the Civil Service Retirement Act.
- (4) That he or she has been awarded a total disability pension under a retirement system of a state or provincial government.

The local union, the International Secretary-Treasurer, or the International Executive Council may or may not request medical evidence that a member is totally disabled in the above types of cases. Medical evidence will be requested in all other cases. Such medical evidence shall consist of a statement by the attending physician which shall be subject to review and recommendation by a legally qualified physician approved by the I.S.-T. If the claim for benefit is not approved, the I.S.-T. may then request a physical examination by a legally qualified physician designated by the I.S.-T. or approved by him. In addition, the L.U., the I.S.-T., or the I.E.C. may, from time to time, request that proof of continued disability be furnished.

**Q34: Why is an “A” member who applies for a total disability pension benefit required to maintain his or her continuous good standing as an “A” member during the period between the date of his or her application and the date of its approval?**

A34: All “A” members must maintain their good standing in the Brotherhood, whether injured, sick or out of work for any other cause, in order to maintain the benefits of membership. It appears reasonable and fair to require a disabled member to maintain his or her good standing until a determination has been made as to his or her physical or mental impairment. In the event the member’s application for disability pension is approved, the member’s International Office dues will be refunded back to the date of commencement of total disability.

**Q35: What is the amount of the disability pension benefit?**

A35: An “A” member’s disability pension benefit is equal to three dollars and fifty cents (\$3.50) per month for each full year of continuous good standing as an “A” member earned prior to 1998 and four dollars and fifty cents (\$4.50) per month for each full year of continuous good standing as an “A” member earned in and after 1998 computed through the month immediately preceding the onset of his or her total disability. Of course, no period of total disability shall be considered to commence prior to the completion of the applicant’s twenty (20) years of continuous good standing as an “A” member. If a member was “totally disabled” prior to or on December 31, 2001, the member’s benefits will be based on rates that were in effect on or before December 31, 2001.

**Q36: Does this mean that there is no reduction of the disability pension when the member retires prior to normal retirement?**

A36: Yes. When a member retires on disability, he or she gets an unreduced benefit, regardless of age at retirement. There is no early retirement reduction.

**Q37: Can a member who elects early retirement and subsequently becomes totally disabled then elect to go on total disability pension?**

A37: No. The election to take an early retirement benefit becomes irrevocable on the date the member is placed on pension.

**Q38: When does the disability pension begin?**

A38: The actual disability payments will not begin until the member’s application for disability benefits has been approved. Once this has been done, however, payments will be made retroactive to the first day of the month in which it has been determined that the member became disabled. In no event, of course, will payments be made for a period of time before the “A” member has completed 20 full years of continuous good standing.

**Q39: Can a member be disqualified for receipt of the disability pension benefit once he or she has started to receive I.B.E.W. disability pension payments?**

A39: Yes. Benefits will be paid to a member only as long as he or she remains totally disabled and unable to work. Once he or she is no longer totally disabled, pension payments will be discontinued.

**Q40: Why does the I.B.E.W. encourage members who are on total disability benefits to seek rehabilitation and return to full time employment wherever possible?**

A40: We know, from a purely humanitarian standpoint, that our disabled members will be happier if they are occupied with an active and productive life. Also, the member can probably earn a good deal more by working as opposed to the amount he would get from a disability pension.

**Q41: Why does the International Office of the I.B.E.W. not assume the responsibility of approving programs of vocational rehabilitation, rather than allocating this function to the local union?**

A41: The Brotherhood has a continuing interest in the vocational rehabilitation of a member who becomes disabled. However, for practical purposes, the member's local union is in a much better position to encourage and aid the incapacitated member, and to examine, approve, and encourage the establishment of local programs for vocational rehabilitation.

## VESTING

**Q42: What is meant by the term "vesting" as used in the Constitution of the I.B.E.W. ?**

A42: In simple terms, "vesting" is the act of freezing the accumulated right to a pension benefit of a member who has retired from the electrical industry upon the effective date that the "vesting" is approved, which will be after twenty (20) years of continuous good standing as an "A" member (but which will be before age 65), and then protecting that pension benefit until the member reaches age sixty-five (65), at which time the vested pension benefit becomes payable monthly to the retired member.

**Q43: Who qualifies for a vested pension benefit?**

A43: An "A" member who has twenty (20) or more years of continuous good standing and retires from active engagement in the electrical industry before age sixty-five (65) is eligible to apply for a vested pension benefit. Upon retirement from the electrical industry, the member should file an application for a vested pension benefit. While awaiting the I.E.C.'s decision, the applicant for a vested pension must maintain his or her continuous good standing as an "A" member. In the event that his or her application is approved, however, the member will be entitled to a refund of I.O. dues for the period following receipt of the member's application.

**Q44: Can a person who has more than twenty years in continuous good “A” membership standing and whose membership in the I.B.E.W. has ended (that is, he or she stopped paying dues, resigned, or was expelled), but who did not apply for a vested benefit before ending his or her continuous good standing, be eligible to subsequently apply for and receive a benefit?**

A44: No. The person must be an active “A” member holding not less than 20 years continuous good standing at the time of their application for a vested benefit. In addition, a member shall not be considered to have a vested pension right merely by virtue of 20 years of continuous “A” membership. A member is not considered to have a vested pension right unless and until the member’s application for vested pension is approved by the I.E.C. In this regard, it is important to note that because of its unique status as a pension based upon union membership and financed by union dues, the I.B.E.W. Pension Benefit Fund is exempt from the rules on vesting set forth under the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

**Q45: What is the amount of the vested pension benefit?**

A45: The vested pension benefit is a monthly benefit commencing at age sixty-five (65) equal to three dollars and fifty cents (\$3.50) per month for each full year of continuous good standing as an “A” member earned prior to 1998 and four dollars and fifty cents (\$4.50) per month for each full year of continuous good standing as an “A” member earned in and after 1998, less three dollars and fifty cents (\$3.50) for each full year, or part, by which the member is under age sixty-five (65) at the time his application is received.

For example, an “A” member retires from the electrical industry at age fifty-five (55) with thirty (30) years of continuous good standing as an “A” member, fifteen years of which were earned prior to 1998 and fifteen years of which were earned in and after 1998. His or her credit for vested pension purposes is:

	\$3.50 x 15	(years prior to 1998)	=	\$52.50
	\$4.50 x 15	(years in and after 1998)	=	<u>\$67.50</u>
		(credit for vested pension purposes)		\$120.00

This amount is then reduced for the ten (10) years by which the member is under normal retirement age:

	10	(years until normal retirement age)		
	<u>x \$3.50</u>	(dollars per month per year or part)		
	\$35.00	(reduction for vested pension purposes)		

Finally, the member’s vested pension is calculated as:

	\$120.00	(credit for vested pension purposes)		
less	<u>\$35.00</u>	(reduction for vested pension purposes)		
equals	\$85.00	(vested monthly pension commencing at age 65)		

**Q46: What happens to a vested pension benefit if the member returns to work in the electrical industry, resumes “A” membership, and continues in good standing until age sixty-five (65)?**

A46: The member’s vested pension is unaffected. A pension benefit based on his new block of service is computed separately, and is added to the member’s vested pension benefit.

For example, suppose the member in our previous example, who retired at age fifty-five (55) with thirty years of continuous service, returns to work in the electrical industry at age sixty-two (62) and maintains continuous good standing until age sixty-five (65). As we see above, his vested pension for service to age fifty-five (55) is \$85.00 per month starting at normal retirement age (age 65). This is unchanged. His pension for service from age sixty-two (62) to normal retirement age is:

$$\begin{array}{r} 3 \text{ (full years of continuous good standing)} \\ \times \$4.50 \text{ (since all years were after 1998)} \\ \hline \text{equals } \$13.50 \text{ (dollars per month commencing at age sixty-five (65))} \end{array}$$

Thus, the member’s pension, payable at attainment of age sixty-five (65) will be \$13.50 plus \$85.00 for a total of \$98.50 per month.

**Q47: Can a member vest his or her pension benefit to commence payment at age sixty-two (62), rather than at normal retirement age of sixty-five (65)?**

A47: No! To make vested benefits available at age sixty-two (62) would add considerable cost to the member’s monthly contribution and, therefore, it is not now available.

**Q48: Can a member with more than twenty (20) years of continuous good standing as an “A” member get a lump sum settlement instead of vesting his or her pension benefit?**

A48: No! Under the proper conditions, a member may “vest” his or her rights to a pension, but no lump sum payment is provided for in the Constitution.

**Q49: Can other benefits be vested besides the pension benefits?**

A49: No. When “A” membership is discontinued, all other coverage ceases. The only right that may be retained is the right to a vested pension commencing at age sixty-five (65) after approval by the I.E.C.

#### **DEATH BENEFITS**

**Q50: What conditions must be observed by an “A” member who wishes to retain the death benefits of the I.B.E.W. Pension Benefit Plan?**

A50: An “A” member must have at least six (6) months’ continuous and active good standing

as an “A” member to be eligible under the death benefit provision of the Pension Benefit Fund. A death benefit shall not be payable upon the death of any member in arrears for dues for more than two (2) months, 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.

**Q51: What is the benefit from the Pension Benefit Fund paid upon death from natural causes of a non-retired “A” member holding six or more months of continuous “A” membership?**

A51: The Pension Benefit Fund pays six thousand two hundred fifty dollars (\$6,250.00) upon the death of an eligible “A” member from natural causes.

**Q52: What is the benefit from the Pension Benefit Fund paid upon the accidental death of a non-retired “A” member, holding six or more months of continuous “A” membership?**

A52: The Pension Benefit Fund pays twelve thousand five hundred dollars (\$12,500.00) if an eligible “A” member’s death is caused by accidental means.

**Q53: What provisions are made for benefits payable upon the death of a retired “A” member?**

A53: Upon the death of a retired “A” member from either natural causes or accidental means, the member’s beneficiary will receive six thousand two hundred fifty dollars (\$6,250.00), minus all pension benefits paid by the I.B.E.W. Pension Benefit Fund to the retired member up to \$3,250.00. Thus, if a member has received \$3,250.00 or more in pension benefits, the death benefit payable upon the death of that member shall be three thousand dollars (\$3,000.00) (which is computed by subtracting \$3,250.00 from \$6,250.00).

**Q54: What is meant by the term “accidental death”?**

A54: “Accidental death” is defined as a death that resulted from bodily injury sustained on or off the job through violent, external and accidental means and only if death occurs within ninety (90) days after the injury, except that the following causes of death shall not be considered accidental death:

- (1) Disease or its treatment.
- (2) Hernia.
- (3) Medical or surgical treatment, except where death results directly from the surgical operation made necessary solely by accident and performed within ninety (90) days after the date of the accident.
- (4) War or any act of war, whether war is declared or not; insurrection or rebellion.
- (5) Suicide.
- (6) Abuse of Illegal drugs.

**Q55: Are there any instances in which the death benefit may be less than described above?**

A55: The Pension Benefit Fund is sometimes not notified of the death of a member and continues to send pension checks to the retiree. When this happens and the recipient of the checks fails to return them or to reimburse the Fund, the Fund is authorized to recover the overpayments. 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. Please note, no death benefit shall be payable upon the death of a non-retired "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.

**Q56: Is the death benefit payable with interest?**

A56: No.

**Q57: Who is the beneficiary of the death benefit?**

A57: If the member has not designated a beneficiary for payment of the death benefit, the benefit shall be paid as follows: 1) to the first of the following person(s) who survive the member - the member's spouse, the member's children, or the member's parents - or, 2) if none of the foregoing person(s) survive the member, to the member's estate. If the member has designated a beneficiary, the death benefit shall be paid to the designated beneficiary.

**Q58: Who can be a designated beneficiary?**

A58: The member may name any person or persons, organization, entity, or trust as a beneficiary. The member may also name his or her estate as a beneficiary.

**Q59: Who is considered a spouse for purposes of paying a benefit to the member's spouse in the event there is no designated beneficiary?**

A59: The Fund will generally recognize a spouse who is named on a marriage certificate as the member's spouse. In addition, the Fund will recognize what it defines as a common-law marriage. To establish a common-law marriage as defined by the Fund, a member must show to the satisfaction of the Trustees, cohabitation consciously and openly as husband and wife, *and* a holding out to the public of the relationship as one of husband and wife. Cohabitation alone does not establish a common-law marriage.

To demonstrate to the Trustees that the member and his spouse were common-law

husband and wife, as defined herein, the claimant may submit documents that show that the member and his spouse considered themselves, and acted as husband and wife, such as: jointly filed income tax returns, deeds to real estate, children's birth certificates, insurance policies showing family or joint coverage, announcements, etc. Based on the documents and information available, including information submitted, the Trustees shall determine whether the claimant satisfies the Fund's definition of a common-law spouse.

In all events, to be considered a "spouse" for payment of the PBF death benefit, the individual must continue to be married to the member at the time of the member's death. If the member wishes the benefit to be paid to a divorced spouse or another individual who may not satisfy the above definition of common-law spouse, the member must name that person as a designated beneficiary on a form provided by the I.S.-T.

**Q60: To whom does the Fund pay the death benefit if the beneficiary does not file a claim or cannot be located?**

A60: If the beneficiary (either the designated beneficiary or the beneficiary entitled to the benefit if no beneficiary is designated) fails to file a claim or cannot be located within ninety (90) days following the member's death, the benefit may be paid to the contingent beneficiary, if one has been designated, or to the individual(s) next on the beneficiary list to be used when there is no designated beneficiary. If the subsequent beneficiary cannot be located, the Fund again moves down the list and, if no other eligible beneficiary can be located, the benefit may be paid to the member's estate. If there is no estate to which the benefit can be paid, the benefit reverts to the I.B.E.W. Pension Benefit Fund on the second year anniversary of the member's death and no benefit will be paid subsequent to the reversion.

## **GENERAL PROVISIONS**

**Q61: Are there branches of the I.B.E.W.'s jurisdiction wherein members employed in those branches are required to be "A" members, and to maintain such "A" membership?**

A61: In branches such as the construction industry (inside and outside) where the I.B.E.W.'s established policy is to require that "A" membership be acquired and maintained, this requirement continues to be applicable.

**Q62: To whom does the requirement of the Constitution not to engage in the electrical industry apply?**

A62: This requirement applies to all retired "A" members, whether they are receiving normal retirement, early retirement, vested pension rights, or disability pension benefits.

**Q63: What is meant by "continuous good standing"?**

A63: Any period used in determining eligibility or in computing pension benefits, shall include

only consecutive years of “A” membership in good standing in the International Brotherhood of Electrical Workers, except that years of membership when on pension benefit shall not be counted. There is one exception: if a member who had retired from the electrical industry and was granted a pension benefit and subsequently returns to the electrical industry and “A” membership, a benefit based on his or her subsequent service will be added to the existing pension benefit.

**Q64: For pension and death benefit purposes, how does an “A” member interrupt “continuous good standing”?**

A64: Under the following circumstances, an “A” member shall not be considered in continuous good standing: when an “A” member transfers to “BA” status; when an “A” member is dropped from membership for nonpayment of dues; or when an “A” member accepts honorary withdrawal card status. In addition, an “A” member shall not be eligible for pension approval while he or she has an outstanding local union trial board assessment. “A” members forfeit any rights to a pension or death benefit upon expulsion from membership or upon resignation from membership before obtaining an approved vested pension benefit. Finally, an “A” member in arrears in dues payments is ineligible for pension and death benefits unless and until the member is reinstated to membership pursuant to the I.B.E.W. Constitution.

**Q65: How is a year of good standing calculated?**

A65: A member earns a year of good standing by maintaining membership from one anniversary date up to his or her next anniversary date. The anniversary date is the first day of the month in which such member begins “A” membership. Thus, an “A” member initiated in December must pay “A” membership dues through the following November to earn a year of good standing.

**Q66: Are there any age limitations covering a person wishing to join as an “A” member and obtain full coverage under the I.B.E.W. Pension Benefit Plan?**

A66: Any worker coming under the I.B.E.W.’s jurisdiction, of good character, and not less than sixteen (16) years of age, is eligible for I.B.E.W. membership and the benefits associated therewith.

**Q67: Is it necessary to pass a physical examination in order to qualify for the insurance and pension coverage of “A” membership?**

A67: No! If a person can qualify for membership in a local union, he or she can qualify for the pension and insurance coverage which are part of that membership.

**Q68: Why do provisions of the I.B.E.W. Constitution deny a member the right to assign the benefits of the Pension Benefit Plan?**

A68: To protect the member’s benefits from the claims of creditors.

**Q69: Can a member receiving a pension benefit waive his or her monthly pension payments, return to activity in the electrical industry, then have the pension benefit payments resumed when the member retires once again?**

A69: Yes! If the member is again engaged in the electrical industry, it is mandatory that the member resume the payment of dues and, through his local union, notify the International Secretary-Treasurer to cease paying the monthly pension benefit. When the member again retires, dues payments will be discontinued and pension payments will be resumed, upon proper notice to the International Secretary-Treasurer. If the I.B.E.W. Pension Benefit Fund is not notified in a timely manner of a member's return to work and continues to pay a pension benefit for some time, the member must return the benefits paid while he or she was working. If the benefits are not repaid, the Fund may withhold all benefits when the member again retires from working until the overpaid benefits are recovered.

**Q70: Why is a member who is receiving pension benefits not permitted to do electrical work of any kind?**

A70: The pension benefit is for those "A" members who retire from working at the electrical industry. The fact that they receive a pension being paid for partly by those members who continue to work, pay dues, and struggle for better pay and working conditions would give the pensioned member an unfair advantage in the labor market.

**Q71: Why is a member who is receiving pension benefits permitted to attend local union meetings, but allowed only with the L.U.'s approval to have a voice at such meetings, but not vote?**

A71: A member receiving pension benefits is not required to pay any local union dues or assessments. The member's status in his or her local union is, in effect, that of an honorary member. Thus, the member's participation in local union meetings is limited.

**Q72: Why does the Constitution of the I.B.E.W. contain provisions for any member who so desires to waive any portion of his or her pension benefit, either monthly or yearly?**

A72: Because certain pension plans or assistance plans severely limit the benefits from those plans if an I.B.E.W. member is receiving full I.B.E.W. pension while at the same time receiving benefits from one of those plans. In other words, there are situations where it is in the best interest of an I.B.E.W. member to be able to waive a portion of his I.B.E.W. pension benefit.

**Q73: What currency is used to pay the pension or death benefits of Canadian members?**

A73: A pension or death benefit is paid in the currency of the country to which the major portion of pension contributions may be attributed. Contributions from Canadian

members to the Fund are retained and invested in Canada.

**Q74: If a member and spouse decide to divorce either before or after the member retires, what should they do regarding pension benefits in the I.B.E.W. Pension Benefit Fund?**

A74: The member or spouse should contact the I.O. to receive detailed information regarding the member's pension benefits. If the spouse and member choose to divide the member's pension benefits, the I.O. has Qualified Domestic Relations Order (QDRO) model provisions to assist the member and spouse in drafting an Order that will comply with the I.B.E.W. Pension Benefit Fund's requirements. If the member and spouse do decide to divorce and divide the member's pension benefits, the payments to either party will not begin until the member begins to receive monthly benefits.

### **CLAIMS PROCEDURES**

**Q75: What is the current procedure for applying for normal pension, early retirement pension, disability pension, and vested pension rights?**

A75: Applications for pension benefits, other than disability pension benefits, shall be made in accordance with the following procedure:

1. A written request for a pension application must be sent to the I.S.-T. either by the member or his local union. The request should include the name, local union number, card number, date of birth, and the type of pension benefit sought.
2. For all such requests, which meet the appropriate age and membership requirements, an application will be transmitted to the member's local union Financial Secretary who will present the application to the prospective retiree for completion. Participating Withdrawal Card members will exchange their applications directly with the I.O.
3. The Financial Secretary of the local union, upon receipt from the member of the application properly filled out, shall report on it before the local union meeting, and shall then forward the application, properly signed and sealed, to the I.S.-T.
4. The I.S.-T. shall review and make determinations upon all such applications. Those that appear to be in order shall be placed on the pension benefit roll. He shall report his action on each application to the I.E.C. 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 I.S.-T. or the I.E.C. and after they have paid their dues in full to their local unions.

6. If the I.S.-T. 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 I.S.-T. will inform the claimant by certified or registered mail of the determination and explain, in layman's terms, the reasons therefore, 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 I.S.-T. will notify the claimant of its initial determination within ninety (90) days after receipt of the fully filled-out claim by the I.S.-T., unless special circumstances require an extension of time for processing the claim, in which case the I.S.-T. 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.

The appeal procedure is as follows: The claimant, or a designated representative, may within sixty (60) days after receipt of the notification of the I.S.-T.'s denial, submit to the I.E.C. by certified or registered mail a 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 I.S.-T. will furnish all records and data on these applications to the I.E.C.

The decision on appeal will be made at the I.E.C.'s next regularly scheduled meeting; or, 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 I.E.C. 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 I.E.C. If such extension of time is required, the I.E.C. 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 I.E.C. will render its final decision in writing, by certified or registered mail, within five (5) days of the

determination. If there is an adverse benefit determination on review, the I.E.C. shall provide the reasons and reference the Plan 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 he or she has the right to bring a civil action under ERISA Section 502(a).

Applications for disability pension benefits shall be made in accordance with the following procedure:

1. A written request for a pension application must be sent to the I.S.-T. either by the member or his local union. The request should include the name, local union number, card number, date of birth, and the type of pension benefit sought.
2. For all such requests, which meet the membership requirements, an application will be transmitted to the member's local union Financial Secretary who will present the application to the prospective disabled member for completion. Participating Withdrawal Card members will exchange their applications directly with the I.O.
3. The Financial Secretary of the local union, upon receipt from the member of the application properly filled out, shall report on it before the local union meeting, and shall then forward the application, properly signed and sealed, to the I.S.-T.
4. The I.S.-T. shall review and make determinations upon all such applications. Those that appear to be in order shall be placed on the pension benefit roll. He shall report his action on each application to the I.E.C. 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 I.S.-T. or the I.E.C. and after they have paid their dues in full to their local unions.
6. The I.S.-T. will notify the claimant of its determination of the initial claim within forty-five (45) days after receipt by the I.S.-T. of the fully filled-out claim, unless the I.S.-T. determines that an extension is necessary due to matters beyond its control and notifies the claimant, within the original forty-five (45) day period, that the I.S.-T. 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 by certified or registered mail and will explain, in layman's terms, the reasons for the determination, 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 appeal procedure is as follows: If the I.S.-T. 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 I.S.-T.'s denial, submit to the I.E.C. by certified or registered mail a request for review. At that time, the claimant 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 I.E.C. will notify a claimant of the benefit determination on review within 45 days of receipt of the claimant's request for review by the plan, unless the I.E.C. 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 45 days from the end of the initial period. If the I.E.C. 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 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 I.E.C. shall provide the reasons and reference the Plan 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 he or she has the right to bring a civil action under ERISA Section 502(a).

**Q76: How is a claim made for death benefits?**

A76: When a member eligible for the death benefit dies, 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 International Secretary-Treasurer with all papers required. If a claim by the beneficiary is not received by the International Secretary-Treasurer 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 International Secretary-Treasurer or the International Executive Council may require such additional information in support of the claim as may be deemed necessary.