

THE ELECTRICAL INDUSTRY

PENSION

RECIPROCAL AGREEMENT

2010

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THE ELECTRICAL INDUSTRY PENSION RECIPROCAL AGREEMENT

This **ELECTRICAL INDUSTRY PENSION RECIPROCAL AGREEMENT** is entered into by the trustees of defined benefit and defined contribution pension funds which provide pension benefits for employees in the electrical construction industry who are represented for the purpose of collective bargaining by one or more local unions affiliated with the International Brotherhood of Electrical Workers and who may be employed by employers affiliated with the National Electrical Contractors Association. The trustees of such local area pension funds are appointed by local unions affiliated with the International Brotherhood of Electrical Workers or by local chapters affiliated with the National Electrical Contractors Association, and these labor-management trustees jointly administer such funds.

WITNESSES:

WHEREAS, many employees in the electrical construction industry may be employed from time to time in the jurisdiction of different International Brotherhood of Electrical Workers affiliated local unions and have employer contributions made to different pension funds; and

WHEREAS, due to this division of contributions among different pension funds, many employees may lose pension benefits or may not be able to accumulate all benefits in one pension fund; and

WHEREAS, this loss could be avoided by a reciprocal arrangement among electrical industry pension funds whereby employees could choose to have monies transferred and accumulated in a home pension fund; and

WHEREAS, the trustees of each pension fund signatory hereto believe that such reciprocity would greatly promote the interests and well-being of the fund's participants.

NOW, THEREFORE, the trustees of each signatory fund adopt the **ELECTRICAL INDUSTRY PENSION RECIPROCAL AGREEMENT** and, in consideration of the mutual promises among the signatory funds, agree as follows:

**DEFINITIONS, EFFECTIVE DATE AND THE
ELECTRONIC RECIPROCAL TRANSFER SYSTEM**

SECTION 1. DEFINITIONS

Wherever capitalized in this Agreement, the following words or initials shall have the meaning indicated:

- a. Agreement The Electrical Industry Pension Reciprocal Agreement.
- b. IBEW International Brotherhood of Electrical Workers.
- c. NECA National Electrical Contractors Association.
- b. IBEW/NECA Electronic Reciprocal Transfer System or ERTS That electronic system or medium for processing reciprocity related information and forms in furtherance of this Agreement.
- e. Participating Fund or Participating Funds A jointly-administered pension fund (1) which is a defined contribution plan (as defined in Title 1, Section 3, Paragraph (34) of ERISA) or a defined benefit plan (as defined in Title 1, Section 3, Paragraph (35) of ERISA), (2) which is signatory to this Agreement and covers employment within the jurisdiction of an IBEW local union, and (3) which is signatory to the service provider contract with the entity which maintains ERTS.
- f. Home Fund An employee's Home Fund(s) shall be determined as follows:
 - (1) The Participating Fund or Fund(s) in which the employee is a participant or has credited service and which is operative within the jurisdiction of the IBEW local union of which the employee is a member; or
 - (2) If the employee is not a member of an IBEW local union, the employee's IBEW local union does not have a pension fund, or the employee is not a participant in or does not have credited service in his/her local union's fund, then his/her Home Fund(s) will be the Participating Fund(s) in which he/she currently is a participant or has credited service at the time he properly requests reciprocity.
- g. Contributions The payment which an employer is duly required to make by the terms of a collective bargaining agreement, or is otherwise legally bound, to make to a Participating Fund party hereto for the purpose of providing a plan of benefits for Temporary or Permanent employees.

- h. Permanent Employee An employee employed within the jurisdiction of the IBEW local union of which he/she is a member or within the jurisdiction of his/her Home Fund(s).
- i. Temporary Employee An employee employed temporarily outside the jurisdiction of his/her Home Fund(s) and within the jurisdiction of another Participating Fund(s). However, if an employee is a member of an IBEW local union and is a participant or has credited service in the pension fund of that local union, the employee will not be covered by the terms of this Agreement unless such fund is signatory to this Agreement and a service provider contract with the entity which maintains ERTS.
- j. Employee Either a Permanent Employee or a Temporary Employee.
- k. Monies An amount equivalent to the Contributions received by a Participating Fund on behalf of a Temporary Employee.
- l. Reciprocal Administrative Office and Reciprocal Administrator The International Office of the International Brotherhood of Electrical Workers shall be the Reciprocal Administrative Office. The day-to-day business of the Reciprocal Administrative Office shall be conducted by the Reciprocal Administrator. Written correspondence shall be addressed to:

Reciprocal Administrator
IBEW 900 Seventh St. NW
Washington, D.C. 20001
- m. Assisting IBEW Local Union A local labor union affiliated with the IBEW which assists in the operation of the Agreement as a clearinghouse and facilitator for the exchange of information. It is expressly acknowledged that such assistance is rendered by the IBEW local union directly to, and for, its membership (and others) whom it represents as the collective bargaining representative.
- n. ERISA The Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. Sec. 1001 et seq., as amended, and the rules and regulations established pursuant to ERISA.
- o. Electronic Fund Transfer The ERTS system shall utilize an EFT module based on the standard created by the Federal Reserve ACH Network Standard, National Automated Clearing House Association (NACHA), which will create a file of debits and deposits for all funds submitting and receiving remittance reports. This file will provide the capability to combine the transactions from multiple reports into one or more transmission files, and to route each transmission to a different originating depository financial institution. All files will be securely transmitted

to the EFT/ACH institutions via ERTS with transaction reports provided to confirm the status of all transactions.

SECTION 2. EFFECTIVE DATE OF INITIAL ADOPTION OF AGREEMENT AND PARTIES TO AGREEMENT

Any pension fund desiring to become party to this Agreement shall so notify the Reciprocal Administrative Office by sending a copy of a properly adopted and signed Agreement to the Reciprocal Administrative Office by Certified Mail. The effective date of this Agreement as to such a Participating Fund shall be the first day of the month following the date the above-described copy is received by the Reciprocal Administrative Office. The date this Agreement becomes operative as between any two Participating Funds shall be the effective date of this Agreement for each such Participating Fund if they are the same, or the later of the two effective dates if they are not the same. Each Participating Fund which becomes a party to this Agreement is entering into this Agreement as of the appropriate effective date with all other present and future Participating Funds. No party shall be obligated to transfer any Monies received prior to its effective date under this Agreement.

SECTION 3. ELECTRONIC RECIPROCAL TRANSFER SYSTEM

In order to enhance ease of use, help facilitate the timely transfers of Monies and achieve administrative cost savings, the reciprocal arrangement established through this Agreement shall utilize an electronic system or medium to process reciprocity related information. That system shall be known as the IBEW/NECA Electronic Reciprocal Transfer System (ERTS). Through ERTS, Participating Funds, the Reciprocal Administrative Office, Assisting IBEW Local Unions, and both Permanent and Temporary Employees who are properly registered can access a secure Website limited and dedicated to the above listed users. Using personal computers or other appropriate devices, these users can access ERTS to enter and exchange information and data relevant to the operation of the Agreement. As to the method or medium for the actual transfers of Monies between two Participating Funds, ERTS will not be utilized; however, ERTS shall be designed and maintained to help facilitate a decision by two Participating Funds to use an automated clearinghouse to electronically transfer Monies.

SECTION 4. ERTS SERVICE PROVIDER AND CONTRACT

In order to achieve the uniformity of operation vital to the functionality of ERTS, each Participating Fund recognizes that a single, system-wide service provider is required, which shall design, create, implement, and maintain ERTS. To obtain this necessary uniformity, each Participating Fund signatory to the Agreement shall also review and, if acceptable to it, agree to a standard service contract with the single ERTS service provider which maintains ERTS (the "ERTS Service Provider Contract"). A copy of the ERTS Service Provider Contract shall be sent to the Reciprocal Administrative Office. Execution of the ERTS Service Provider Contract shall be required for those Participating Funds who wish to continue participation in the Agreement on and after January 1, 2003.

SECTION 5. FUNCTIONS OF THE RECIPROCAL ADMINISTRATIVE OFFICE

The Reciprocal Administrative Office shall receive and file from Participating Funds signed Agreements, copies of signed ERTS Service Provider Contracts, and required notifications of termination. The Reciprocal Administrative Office shall prepare and circulate in written format proposed amendments to the Agreement, maintain on ERTS a "listing" of current Participating Funds and current contribution rates, and assist Participating Funds in whatever manner possible consistent with and appropriate under this Agreement.

It is expressly understood and agreed that the Reciprocal Administrative Office will serve as a facilitator and clearinghouse for the exchange of information and approved forms, but that neither the Reciprocal Administrative Office nor the Reciprocal Administrator shall have any discretionary authority, control or responsibility over (i) the management, administration, or assets of any Participating Fund, or (ii) the administration of the Agreement by any Participating Fund.

Consistent with this express limitation, the Reciprocal Administrative Office shall also serve as a facilitator and clearinghouse for ERTS, including, after conferring with NECA: (1) helping to educate the service provider and any vendors it may utilize about the Participating Funds, the electrical construction industry, and the Agreement and operations relating thereto; and (2) helping to educate and inform Participating Funds, Assisting IBEW Local Unions, local chapters affiliated with NECA and Employees regarding the use and applications of ERTS.

SECTION 6. EXCHANGE OF INFORMATION

Each Participating Fund agrees to cooperate in the exchange of relevant information and shall comply promptly to a reasonable written or ERTS transmitted electronic request of the Reciprocal Administrative Office for information or data necessary to carry out this Agreement. Each Participating Fund shall keep the Reciprocal Administrative Office advised of its current contribution rate and supply it with a current copy of the Participating Fund's summary plan description, Employer Identification Number, and Plan Number. Each Participating Fund shall place notice of its participation in this Agreement in its summary plan description as soon as practical after becoming signatory to the Agreement.

SECTION 7. CONFIDENTIALITY OF EMPLOYEE INFORMATION

All non-Employee users of ERTS (Home Funds, Participating Funds, Assisting IBEW Local Unions, the Reciprocal Administrative Office, and their employees, officers or agents) shall be obligated to maintain the confidentiality of information derived from ERTS concerning any Employee (such as name, address, Social Security or Social Insurance Number, an Employee's own ERTS related personal identification number, information submitted with reciprocal transfers pursuant to Section 15 below, etc.), except to the extent such information is utilized in furtherance of the operation of the Agreement and as consistent with applicable law.

The ERTS service provider shall likewise be obligated (as more specifically set forth in the ERTS Service Provider Contract) to maintain the confidentiality of such information.

SECTION 8. ACTIONS NECESSARY TO IMPLEMENT AGREEMENT

The trustees of each Participating Fund agree to take all actions, including amendments to plan documents and the establishment of new practices or procedures, as are necessary to fully implement this Agreement, including the utilization of ERTS if they have executed the ERTS Service Provider Contract.

OPERATION OF RECIPROCAL AGREEMENT

SECTION 9. USERS ACCESS TO ERTS: REGISTRATION

Users shall acquire access to ERTS in the following manner:

- a. Employee Users. Employee users must follow the procedures, and must agree to the terms and conditions, set forth in Section 10, below; and
- b. Non-Employee Users. Non-Employee users (employees, officers or agents of Home Funds, Participating Funds, The Reciprocal Administrative Office, and Assisting IBEW Local Unions) must follow the procedures, and must agree to the terms and conditions, set forth herein, whereby each such user:
 - (1) must register on ERTS with the ERTS service provider; and
 - (2) must agree in writing through an approved, written confirmation (the "Non-Employee User ERTS Confirmation") to properly maintain the confidentiality of information concerning an Employee. The original signed Non-Employee User ERTS Confirmation shall be filed with the ERTS service provider.

Upon registration and execution of the Non-Employee User ERTS Confirmation, each such user shall be issued his/her own personal confidential identification number (the "PIN"). Thereafter, access to ERTS shall be available on a personal computer or other appropriate device with an internet connection, by use of a Log-On Number (the user's Social Security Number or, if Canadian, his/her Social Insurance Number) and the PIN. The PIN shall be available to the Reciprocal Administrative Office and the ERTS service provider, to be used consistent with the confidentiality provisions of Section 7 above.

SECTION 10. HOW AN EMPLOYEE ELECTS RECIPROCITY

- a. To be eligible for reciprocal transfers under this Agreement, an Employee:

- (1) must register on ERTS at his/her Home Fund, a Participating Fund, or an assisting IBEW Local Union after presentation of valid photo identification; and
 - (2) must agree in writing (through a written confirmation, as specified below in subsection (c)) and electronically (via ERTS) to: (i) the legally binding effect of his/her utilization of an electronic signature on ERTS; and (ii) an approved authorization and release (the "Authorization and Release") regarding reciprocal transfers under the Agreement.
- b. The approved Authorization and Release shall contain an authorization whereby the Employee elects to participate in the reciprocal system as well as a release (waiver) by the Employee, releasing all Participating Funds and their trustees from any claim or claims by the Employee, or anyone making a claim through him/her, based upon the Contributions made after the effective date of the Authorization and Release. The approved Authorization and Release shall also contain an express consent to the dissemination of information concerning the Employee, such as name, address, Social Security or Social Insurance Number, information submitted with reciprocal transfers pursuant to Section 15 below, etc. (but not including an Employee's ERTS related personal identification number), to, and only to, authorized users of ERTS. The approved Authorization and Release shall also specify that it is a blanket authorization and release which will provide for the reciprocal transfers of Monies to his properly (that is, with Home Fund(s) acceptance) designated Home Fund(s) from any and all Participating Fund(s) in whose area the Employee is, or may in the future be, working as a Temporary Employee, unless and until the Employee thereafter utilizes ERTS to expressly cease the transfers of Monies.
- c. At the time of registration, the Employee shall receive a printed confirmation of his agreeing to the effect of his/her electronic signature and to the Authorization and Release (as outlined above in subsection (a)(2), which he/she must personally sign (the "Employee Confirmation"). The original signed Employee Confirmation shall be filed at the Home Fund, the Participating Fund, or the Assisting IBEW Local Union where the Employee registers. The Employee shall be given a copy of his/her signed Employee Confirmation.
- d. Upon registration on ERTS, the Employee shall be issued a confidential, personal identification number (the "Employee PIN"). There after, he/she shall be entitled to access ERTS on any personal computer or other appropriate device with an internet connection, by use of a Log-on Number (his Social Security Number or if Canadian, his/her Social Insurance Number) and his/her Employee PIN. The Employee PIN shall be available to the Reciprocal Administrative Office and the ERTS service provider, to be used consistent with the confidentiality provisions of Section 7 above.

SECTION 11. EFFECT OF ELECTION ON PARTICIPATING FUNDS - THE TRANSFER OF MONIES

As of the first day of the month in which an Employee registers on ERTS, signs the Employee Confirmation, and designates his/her Home Fund(s) (if the Home Fund(s) later accepts that designation), and anytime thereafter, when he/she is employed outside the jurisdiction of his/her Home Fund(s), the Participating Fund(s) in whose area he/she is working shall make a reciprocal transfer by keeping a separate account of the collections of Contributions due for the work of that Temporary Employee and transferring to the Temporary Employee's Home Fund(s) an amount of money equal to all Contributions received on behalf of the Temporary Employee.

SECTION 12. AMOUNT TRANSFERRED TO HOME FUND

- a. The Participating Fund(s) shall transfer to the Temporary Employee's Home Fund(s) an amount of money equal to all Contributions received. There shall be no administrative fee charged by a Participating Fund for the transfer or for any other reason.
- b. The Participating Fund shall remit all monies to the Home Fund via an Electronic Funds Transfer.

SECTION 13. IDENTIFICATION OF HOME FUND TO RECEIVE TRANSFERS

If the Temporary Employee has two Home Funds, a defined benefit fund and a defined contribution fund, the Participating Fund shall transfer all Monies to whichever Home Fund is the same type as the Participating Fund (defined benefit to defined benefit, defined contribution to defined contribution).

If the Temporary Employee has only one Home Fund, the Participating Fund(s) shall transfer all Monies to that Home Fund.

SECTION 14. TIME OF TRANSFER

The initial transfer of Monies pursuant to this Agreement by a Participating Fund to the Temporary Employee's Home Fund shall be made as soon as feasible, but not later than thirty (30) days after receipt of the Contributions. Subsequent transfers of Monies to the Home Fund shall be made on at least a monthly basis.

SECTION 15. INFORMATION SUBMITTED WITH TRANSFERS

Each Participating Fund shall, at the time of making a transfer, submit to the Home Fund, via ERTS, a report which shall include the following information for each Temporary Employee:

- a. Name;
- b. Social Security Number and/or Social Insurance Number for Canadians;
- c. The Month in Which Hours Worked;
- d. Total Hours;
- e. Hourly Rate Contributed; and
- f. Total Monies being transferred.

SECTION 16. EFFECT OF TRANSFERS ON PBGC PREMIUM

For purposes of the Pension Benefit Guaranty Corporation (PBGC), the Temporary Employee shall not be considered a participant in the Participating Fund if Monies are transferred to the Temporary Employee's Home Fund.

SECTION 17. MODIFICATION OF REGISTRATION, AND TEMPORARY AND PERMANENT CESSATIONS OF TRANSFERS

- a. Once an Employee is registered on ERTS, he/she may thereafter modify his/her registration or request a temporary or permanent cessation of reciprocal transfers by accessing ERTS through either his Log-on Number and Employee PIN or by appearing at his/her Home Fund, any Participating Fund or any Assisting IBEW Local Union. A temporary cessation stops transfers only while a Temporary Employee is working in the area of the specific Participating Fund(s) where he/she was working when he requested the temporary cessation. A permanent cessation stops all current and future or all future transfers permanently to any Home Fund(s) after an Employee has used ERTS to remove the Home Fund(s) designation(s). Any such temporary or permanent cessation in the transfer of Monies shall become effective on the last day of the month the request for cessation is inputted on ERTS. A permanent cessation shall remain in effect until an Employee thereafter has modified his/her registration by properly designating a new Home Fund(s). However, an Employee who requests a temporary or permanent cessation(s) shall not be eligible to restart transfers or designate a new Home Fund(s) and have Monies transferred so long as he/she works in the area of the same Participating Fund(s) where he was working when he requested a temporary or permanent cessation.
- b. If an Employee's file is accessed on ERTS without the use of that particular Employee's Log-On Number and Employee PIN, any modification and/or cessation as outlined in subsection (a) above shall be valid only if an approved Employee confirmation of such action (an "Employee Confirmation of Modification and/or Cessation") is printed and signed by the Employee after presentation of valid photo identification and is filed at the Home Fund, Participating Fund or Assisting IBEW Local Union where such access occurs. The Employee shall be given a copy of his signed Employee Confirmation of Modification and/or Cessation.

SECTION 18. WHEN RECIPROCITY IS NOT IN EFFECT

Where a Participating Fund receives Contributions for a Temporary Employee, such Contributions shall not be transferred, but shall be applied in accordance with the Participating Fund's provisions, if:

- a. The Temporary Employee has not registered on ERTS, has not agreed to the Authorization and Release or has not executed and had filed an Employee Confirmation (all as provided in Section 10);
- b. The Temporary Employee has not designated a Home Fund;
- c. No Home Fund has accepted as valid the designation as such by the Temporary Employee; or
- d. A cessation under Section 17 is in effect.

SECTION 19. TREATMENT OF MONIES RECEIVED BY HOME FUND

- a. The manner of crediting its Monies received on behalf of participants employed temporarily elsewhere shall be left to the discretion of the Home Fund. All Monies forwarded pursuant to this Agreement to the trustees of the Home Fund of a Temporary Employee shall be treated like contributions to that Home Fund as if made directly by the employer to said Home Fund and shall be applied in accordance with said Home Fund's provisions. Neither the trustees nor the Participating Fund forwarding payment to the Home Fund shall have any responsibility for the application of any payment forwarded to the Home Fund.
- b. The ERTS system shall utilize an EFT module based on the standard created by the Federal Reserve ACH Network Standard, National Automated Clearing House Association (NACHA), which will create a file of debits and deposits for all funds submitting and receiving remittance reports. This file will provide the capability to combine the transactions from multiple reports into one or more transmissions files, and to route each transmission to a different originating depository financial institution. All files will be securely transmitted to the EFT/ACH institutions via ERTS with transaction reports provided to confirm the status of all transactions.

SECTION 20. CREDITING SERVICE IN HOME FUND

The manner of crediting Monies and hours received by a Home Fund on behalf of its participants temporarily employed elsewhere shall be as follows:

- a. Vesting Service - All hours worked in any Participating Fund for which Monies are transferred pursuant to this Agreement shall be counted as vesting service by the Home Fund on an hour-for-hour basis, as required by ERISA. However, if the

same hours are reported by more than one Participating Fund, the Home Fund shall not be required to credit such hours more than once. A year of vesting service shall be whatever each plan decides, so long as it meets the requirements of ERISA; and

- b. Benefit Accrual - All hours worked in any Participating Fund for which Monies are transferred pursuant to this Agreement shall be counted for benefit accrual purposes by the Home Fund on an equitable basis, considering the relationship between the contribution rate in the Participating Fund and the contribution rate in the Home Fund. For example, the benefit accrual rate for each hour for which Monies are transferred may be proportional to the Home Fund's regular benefit accrual rate based on the relationship between the Home Fund contribution rate and the contribution rate received from the Participating Fund. Where benefit accrual is not based on hours but on the amount of contributions received on a participant's behalf, all Monies transferred shall be credited to his account for benefit accrual purposes.

LIMITS OF LIABILITY AND RESPONSIBILITY

SECTION 21. LIABILITY FOR CONTRIBUTIONS

No Participating Fund shall be liable to any other Participating Fund for any sum whatsoever except to the extent Contributions made on Temporary Employees are, in fact, collected. All Participating Funds shall make every reasonable effort to collect all Contributions due, as required by ERISA. The trustees of each Participating Fund agree to cause investigation to be made upon request of the trustees of any other Participating Fund to determine whether Contributions as required have been made on behalf of Temporary Employees. However, a Temporary Employee's Home Fund shall have no responsibility to take any action to enforce the terms of any collective bargaining agreement requiring Contributions to another Participating Fund.

SECTION 22. EMPLOYER LIMITATION

No employer shall be considered a contributing employer in any Participating Fund other than a Participating Fund to which he is bound to contribute pursuant to the terms of a collective bargaining agreement, which he has signed or assented to, or a participation agreement.

SECTION 23. WAIVER OF LIABILITY

- a. It is expressly understood and agreed that none of the Participating Funds assumes any of the liabilities or obligations of the other Participating Funds. Each Participating Fund shall be liable solely and exclusively for pension benefits due under its own plan. No Participating Fund shall be liable for the acts or omissions of another Participating Fund.

- b. It is expressly understood and agreed that none of the Assisting IBEW Local Unions assumes any of the liabilities or obligations of the Participating Funds.

SECTION 24. NO IBEW, RECIPROCAL ADMINISTRATIVE OFFICE, RECIPROCAL ADMINISTRATOR, ASSISTING IBEW LOCAL UNION, OR NECA LIABILITY; LIABILITY OF THE ERTS SERVICE PROVIDER

None of the IBEW (its officers, employees or agents, including the Reciprocal Administrative Office and the Reciprocal Administrator), any Assisting IBEW Local Union (its officers, employees or agents), or NECA (its officers, employees, affiliated local chapters or agents) shall in any way be responsible or liable for the payment of benefits, the transfer of Monies, the accuracy or completeness of written reports or any data contained on ERTS, or any acts and omissions of any Participating Fund (its trustees, employees or agents). Further, none of the IBEW (its officers, employees or agents, including the Reciprocal Administrative Office and Reciprocal Administrator), any Assisting IBEW Local Union (its officers, employees or agents), or NECA (its officers, employees, affiliated local chapters or agents) shall have any financial or legal liability with regard to transactions between Participating Funds pursuant to this Agreement or with regard to the administration of the Agreement. Liability issues relating to the ERTS service provider shall be governed by the ERTS Service Provider Contract entered into by the service provider and a Participating Fund.

SECTION 25. ACCEPTANCE OF WRITTEN DOCUMENTS AND ERTS INFORMATION

The trustees of Participating Funds shall be fully protected in acting upon any instrument, certificate, report or paper, in writing or on ERTS, believed by them to be genuine; and the trustees of each Participating Fund shall be under no duty to make any investigation or inquiry as to any statement in any such writing or ERTS exchange or as to the authority of the person making such statement, but may accept the same as conclusive evidence of the accuracy of the statement contained therein and the authority to make it.

OTHER PROVISIONS

SECTION 26. EFFECT ON OTHER RECIPROCAL AGREEMENTS

This Agreement shall supersede any other, separate existing or future “money-follows-the-man” type of pension reciprocal agreement in effect between two or more Participating Funds requiring transfers to a Home Fund.

SECTION 27. AMENDMENT PROCEDURES AND EFFECTIVE DATE

- a. This Agreement may be amended at any time by the written approval of a proposed amendment by a simple majority of all Participating Funds. The Reciprocal Administrative Office shall prepare and circulate proposed

amendments, tabulate all votes on amendments, and report the results to the Participating Funds.

- b. Any proposed amendment receiving a simple majority vote, as provided above, shall be effective as of the date specified in the amendment or, if no date is specified, upon such date as announced by the Reciprocal Administrative Office when reporting the favorable vote to the Participating Funds.

SECTION 28. ERTS RELATED AMENDMENTS: EFFECTIVE DATES AND TRANSITION RULES

For the Year 2001 amendments, including those relating to the conversion from a paper based system to ERTS (the “ERTS Conversion Amendments”), the following effective dates and transition rules shall apply:

- a. ERTS Start Date. The ERTS Conversion Amendments shall first become effective as of February 1, 2002, if a simple majority of the Participating Funds (as tabulated by the Reciprocal Administrative Office) have voted in favor of such amendments on or before January 15, 2002; otherwise, the ERTS Conversion Amendments shall first become effective two (2) weeks after a favorable simple majority vote shall have occurred and have been announced by the Reciprocal Administrative Office;
- b. Year 1993 Agreement Continues. The Electrical Industry Pension Reciprocal Agreement, as last amended in the Year 1993 (the “Prior Reciprocal Agreement”), and the paper based system for processing information and forms there under shall also remain in effect, as provided in subsection (c) below, through December 31, 2002;
- c. Transition Rules. From February 1, 2002 (or, if applicable, the later date referenced in subsection (a) above) through December 31, 2002 (the “Transition Period”), the Prior Reciprocal Agreement shall continue to apply to any Participating Funds and its transfers of reciprocal Monies (1) for those Temporary Employees who have not registered on ERTS, or (2) for those Temporary Employees whose Home Fund has not started to operate under ERTS (by having not adopted the ERTS Service Provider Contract) or who is working in the area of a Participating Fund which has not started to operate under ERTS (by having not adopted the ERTS Service Provider Contract); provided however, that the operation of the Prior Reciprocal Agreement under (1) and (2) above during the Transition Period shall not apply after the last day of the month in which such Temporary Employee has registered on ERTS and both his/her Home Fund and the Participating Fund in whose area he/she is working are operating under ERTS (by both having executed the ERTS Service Provider Contract); and
- d. ERTS Exclusive (Exceptions). On or after January 1, 2003, the Agreement shall operate exclusively through ERTS, except that: (1) any Temporary Employee who has not registered on ERTS prior to January 1, 2003, shall continue to be

covered by the Prior Reciprocal Agreement until the earlier of: (i) his/her ceasing to work in employment in the area covered by the Participating Fund where he/she had filed an Authorization and Release under the Prior Reciprocal Agreement and where reciprocal transfers there under were being made as of January 1, 2003, (ii) his execution of a "Request for Cessation of Transfers" form as provided under the Prior Reciprocal Agreement, or (iii) his registration on ERTS; and (2) any Participating Fund which has not signed the ERTS Service Provider Contract as of January 1, 2003, shall continue to be covered by the Prior Reciprocal Agreement if there is, but only so long as there is, any Temporary Employee still covered by the Prior Reciprocal Agreement on or after January 1, 2003, as specified in subsection (1) above, working in the area of that Participating Fund.

SECTION 29. PLAN TERMINATION OR LOSS OF TAX-EXEMPT STATUS

In the event a Participating Fund shall terminate its Plan or lose its tax-exempt status, its participation in this Agreement shall automatically terminate. It shall be the responsibility of that Participating Fund to notify the Reciprocal Administrative Office of said termination or loss of tax-exempt status. Notice in writing by Certified Mail shall be given prior to or immediately following the date of either occurrence.

SECTION 30. TERMINATION OF AGREEMENT

Any Participating Fund may terminate its participation in this Agreement by giving written notice by Certified Mail to the Reciprocal Administrative Office if the notice is received at least one hundred eighty (180) days prior to the end of any calendar year. In such event, termination shall become effective with respect to Contributions attributable to work performed in the next succeeding calendar year; but transfers shall be received or made by said Participating Fund in accordance with this Agreement with respect to Contributions attributable to work performed in the calendar year during which such notice of termination is given. Termination shall also occur (except as provided in Section 28(d), above) for any Participating Fund which has not executed the ERTS Service Provider Contract prior to January 1, 2003, or has terminated that Contract pursuant to its terms.

SECTION 31. RESOLUTION OF DISPUTES

Any dispute, disagreement or question between the Participating Funds arising out of this Agreement shall first be referred to the Reciprocal Administrative Office and notice shall be given to any other parties to the dispute. The Participating Fund giving such notices must mail the notice within 180 days of the cause of the dispute, disagreement or question arising out of the Agreement. For any notice mailed after this 180-day period, the Participating Fund must demonstrate that it exercised reasonable diligence in discovering the dispute, disagreement or question arising out of this Agreement. Any other notice mailed after this 180-day period shall be untimely and not covered by this Agreement. If the dispute is not satisfactorily resolved within sixty (60) days from the time notice thereof shall have been given to all parties, it may be

submitted to an arbitrator, if requested in writing by either party, for binding determination. The arbitrator may be selected by mutual agreement by the Participating Funds who are parties to the dispute; or, in the event that the disputing parties cannot mutually agree on the selection of an arbitrator, either party may request in writing that the Reciprocal Administrative Office select an arbitrator. The expense of the arbitration shall be borne equally by the parties. The award of the arbitrator shall be final, binding, and conclusive upon the parties to the dispute and it may be enforced in any court of competent jurisdiction. The arbitrator shall not have the authority to modify or amend this Agreement.

Rules concerning procedures for the resolution of disputes under this section including arbitration shall be promulgated by the Reciprocal Administrator.

Any notice given pursuant to this section must be mailed to the regular post office address of the Participating Fund to which it is sent by Certified Mail, Return Receipt Requested, and a copy sent to the Reciprocal Administrative Office.

SECTION 32. SEPARABILITY

In the event that any of the provisions of this Agreement shall be adjudicated invalid or unenforceable, such adjudication shall not affect or impair the validity of the other remaining provisions of this Agreement, and such other remaining provisions of this Agreement shall remain in full force and effect.

SECTION 33. NEGATION OF CERTAIN RIGHTS

Nothing in this Agreement, express or implied, is intended to confer on any person not signatory hereto any right to bring any claim, action or proceeding arising in, or by reason of, this Agreement.

SECTION 34. APPLICABLE LAW

Except to the extent preempted by Federal law, this Agreement shall be construed and administered according to the laws of the District of Columbia, and the rights and obligations of all persons interested or claiming hereunder shall, at all times, be regulated under the laws of the District of Columbia.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the defined benefit or defined contribution pension fund identified below by the signatures of the undersigned Trustees, hereby adopts The Electrical Industry Pension Reciprocal Agreement and agrees to be bound by its terms and provisions. It is understood that each Fund becoming signatory hereto is entering into this Agreement with each other Participating Fund. The undersigned Trustees hereby represent and warrant that they have the authority under their trust agreement to sign, execute, and implement this Agreement and are doing so pursuant to a binding vote of the Trustees.

For the _____ Fund

E.I.N. & PLAN NUMBER _____
(Defined Benefit or Defined Contribution)

BY:
UNION TRUSTEES

BY:
EMPLOYER TRUSTEES

DATE:

Administrator Name: _____ Phone: _____

Administrator Address: _____

Current Contribution Rate: _____ Effective Date of Rate: _____

IBEW Local Union(s) Covered: _____ Jurisdiction: _____

Return to: Reciprocal Administrator
IBEW
900 Seventh Street NW
Washington, DC 20001

Inside _____
Outside _____
Teledata _____
Residential _____