

# **Dominion East Ohio Gas UWUA Local G555**

## ***Dominion East Ohio Gas Union Pension Plan Summary Plan Description***

# **PENSION**

## **Introduction**

The Dominion East Ohio Gas Union Pension Plan provides retirement benefits to eligible Dominion East Ohio Union employees. This SPD refers specifically to Union Eligible Employees of Dominion East Ohio Gas Company. A **union eligible employee** is an employee of Dominion in a job classification represented for collective bargaining purposes by the Gas Workers Union Local G555, Utility Workers Union of America, AFL-CIO, referred to in this document as the “union.”

Effective December 31, 2007, the former Dominion East Ohio River Gas Division Union Pension Plan (the “River Gas Plan”) was merged into and became a part of this Pension Plan. If you were a Participant in the River Gas Plan on that date, you automatically became a participant in this Pension Plan. You may be referred to in certain portions of this SPD as a “River Gas Participant.”

Effective June 30, 2013, the former Dominion West Ohio Gas Union Pension Plan (the “West Ohio Gas Plan”) was merged into and became a part of this Pension Plan, following the merger of UWUA Local Union No. 308 with UWUA Local Union No. G555. If you were a Participant in the West Ohio Gas Plan on that date and you were individually enumerated in the agreement between the company and the applicable unions regarding the merger of the pension plans, you automatically became a participant in this Pension Plan. You may be referred to in certain portions of this SPD as a “West Ohio Gas Participant.”

The Pension Plan is designed to provide you or your beneficiary with monthly benefit payments at retirement. The Dominion East Ohio Gas Union Pension Plan is funded entirely by Dominion; you do not contribute to the Pension Plan.

Benefits from the Pension Plan can be added to Social Security, benefits from the Savings Plan and your personal savings to provide financial security in retirement.

This Summary Plan Description (SPD) will help you understand how your retirement benefits are determined and when they can be received. If there is a conflict between the SPD and the plan document, the plan document governs.

The Pension Plan is subject to the continuing approval of the Internal Revenue Service (IRS). If the IRS requires a change to the Pension Plan that would necessitate a change to this SPD, you will be notified.

This SPD describes the Dominion East Ohio Gas Union Pension Plan effective January 1, 2016. The benefit determined under the current plan provisions is referred to as your Part B benefit. *This SPD describes Part B.*

If you were hired before January 1, 2002 and you were a participant in the East Ohio Union Pension Plan, you should review the East Ohio Supplement that describes any benefits applicable to you under the former pension plan provisions.

If you were hired before April 1, 2003 and you were a participant in the Pension Plan of the River Gas Division of the East Ohio Gas Company for Employees Represented by the United Gas Workers' Union, Local No. 69, Division II, Service Employees' International Union, AFL-CIO, you should review the River Gas Division Supplement that describes any benefits applicable to you under the former pension plan provisions.

## **PENSION**

The benefit determined under former plan provisions is referred to as your Part A benefit. The SPD supplements describe Part A. This SPD plus the applicable SPD supplement describe your benefits under the Dominion East Ohio Gas Union Pension Plan.

If you were hired before January 1, 2003 and you were a participant in the Pension Plan of the West Ohio Gas Division of the East Ohio Gas Company for Employees Represented by Local Union No. 308 of The Utility Workers Union of America, AFL-CIO (the West Ohio Gas Plan), you should review the West Ohio Gas Supplement that describes any benefits applicable to you under the former pension plan provisions. The benefit determined under former plan provisions is referred to as your Part A benefit. The SPD supplements describe Part A. This SPD plus the applicable SPD supplement describe your benefits under the Dominion East Ohio Gas Union Pension Plan.

Benefits described in the Summary Plan Descriptions are current as of the date indicated at the bottom of the page. Dominion may subsequently provide additional materials that supplement, update or amend the SPDs which will provide you with information regarding changes to your benefits.

Please refer to the Additional Information section for other important details about the Pension Plan including: plan sponsor, administrator, and trustee data; when the plan can be terminated; the role of the Pension Benefit Guaranty Corporation and your rights as a plan member under federal law

**PENSION**

**Table of Contents**

	<b>Page</b>
<b>Definitions of Terms.....</b>	<b>5</b>
<b>Highlights of the Pension Plan.....</b>	<b>6</b>
<b>Eligibility .....</b>	<b>6</b>
<b>Membership .....</b>	<b>6</b>
<b>When You Can Retire .....</b>	<b>7</b>
<b>Calculating Your Benefit.....</b>	<b>7</b>
<b>Normal Retirement Benefit .....</b>	<b>9</b>
<b>Early Retirement Benefit.....</b>	<b>12</b>
<b>Delayed Retirement Benefit .....</b>	<b>13</b>
<b>Disability .....</b>	<b>14</b>
<b>Leaving Dominion Before Becoming Eligible to Retire.....</b>	<b>14</b>
<b>Breaks in Service and Re-employment .....</b>	<b>15</b>
<b>Payment Options .....</b>	<b>16</b>
<b>Beneficiary Elections .....</b>	<b>19</b>
<b>Tax Considerations .....</b>	<b>19</b>
<b>Pre-Retirement Death Benefits.....</b>	<b>20</b>
<b>Claims and Appeals Procedures.....</b>	<b>21</b>
<b>Changing or Terminating the Plan .....</b>	<b>23</b>

**PENSION**

**Definitions of Terms**

	<b>Page</b>
50% Joint and Survivor Annuity .....	16
75% Joint and Survivor Annuity .....	16
100% Joint and Survivor Annuity .....	17
Break in Service .....	15
Credited Service .....	9
Delayed Retirement Date .....	13
Early Retirement Date .....	12
Estimated Social Security Benefit .....	9
Final Average Earnings .....	9
Lump Sum Payment .....	17
Normal Retirement Date .....	9
Pay .....	8
Single Life Annuity .....	16
Social Security Leveling .....	17
Special Retirement Account .....	10
Union Eligible Employee .....	6
Vesting .....	14
Vesting Service .....	14

**Highlights of the Pension Plan**

<b>Major Pension Plan Provisions</b>	
Eligibility	All active Local G555 employees scheduled to work or those who actually work at least 1,000 hours in a 12-month period are eligible for the Pension Plan. Participation begins on your date of hire or your 18 <sup>th</sup> birthday, whichever is later.
Normal Retirement	You may retire and receive a normal retirement benefit the first day of the month on or after your 65 <sup>th</sup> birthday.
Early Retirement	You may retire and receive an early retirement benefit before you reach age 65. You are eligible for early retirement on the first day of the month on or after your 55 <sup>th</sup> birthday with three years of vesting service.
Benefit Formula	Your Pension Plan benefit is calculated using a formula based on your age at retirement, final average earnings, estimated Social Security benefit and credited service.
Special Retirement Account (SRA)	Your Special Retirement Account is automatically credited with 2% of your pay each month. Your account is credited with interest based on the applicable 30-year Treasury Bond rate. The Special Retirement Account is paid in addition to the pension benefit calculated under the benefit formula.
Vesting	You become fully vested when you complete three years of vesting service (including vesting service with an acquired company) or reach age 65. Vesting credit begins when you are eligible for the Pension Plan.

**Eligibility**

If you are an active Local G555 union eligible employee scheduled to work or you actually work at least 1,000 hours in a 12-month period, you are eligible to become a Pension Plan member. A **union eligible employee** is an employee of Dominion in a job classification represented for collective bargaining purposes by the Gas Workers Union Local G555, Utility Workers Union of America, AFL-CIO, referred to in this document as the “union.”

However, you are *not* eligible to become a Pension Plan member if you are a part-time employee who is scheduled to work fewer than 1,000 hours per calendar year or if you are:

- An independent contractor;
- A contractor hired through an agency;
- A “leased” employee;
- A member of a collective bargaining unit that has not accepted the terms of the Pension Plan; or
- A non-resident alien.

**IMPORTANT NOTE FOR EMPLOYEES FORMERLY REPRESENTED BY UWUA**

**LOCAL 308:** Effective June 30, 2013, the former Dominion West Ohio Gas Union Pension Plan (the “West Ohio Gas Plan”) was merged into and became a part of this Pension Plan, following the merger of UWUA Local Union No. 308 with UWUA Local

## PENSION

Union No. G555. If you were a Participant in the West Ohio Gas Plan on that date, and you were individually enumerated in the agreement between the company and the applicable unions regarding the merger of the pension plans you automatically became a participant in this Pension Plan.

### Membership

Your participation in the Pension Plan automatically begins on your date of hire as a union eligible employee or your 18<sup>th</sup> birthday, whichever is later. You do not need to enroll to participate in the Pension Plan.

### When You Can Retire

You may choose to begin receiving retirement benefits when your employment terminates after you become eligible for retirement or you may continue working after you are eligible for retirement and continue accruing additional benefits.

The following types of retirement are available to you under the Pension Plan if your active employment terminates after reaching the earliest retirement age.

Type of Retirement	Conditions/Requirement
Normal Retirement	The first day of the month on or after your 65 <sup>th</sup> birthday.
Reduced Early Retirement	The first day of the month on or after your 55 <sup>th</sup> birthday with three years of vesting service.
Unreduced Early Retirement	The first day of the month on or after your 60 <sup>th</sup> birthday with three years of vesting service.*
Delayed Retirement	The first day of any month after you become eligible for normal retirement.

\*If you were hired before January 1, 2002 and you were a participant in the East Ohio Union Pension Plan, a different rule applies to your Part A benefit. The rule for unreduced early retirement as described above applies to your Part B benefit only. You should review the East Ohio Supplement that describes your Part A benefit.

If you were hired before April 1, 2003 and you were a participant in the Pension Plan of the River Gas Division of the East Ohio Gas Company, a different rule applies to your Part A benefit. The rule for unreduced early retirement as described above applies to your Part B benefit only. You should review the River Gas Division Supplement that describes your Part A benefit.

If you were hired before January 1, 2003, and you were a participant in the Pension Plan of the West Ohio Gas Division of the East Ohio Gas Company for Employees Represented by Local Union No. 308, the Utility Workers Union of America, AFL-CIO, a different rule applies to your Part A benefit. The rule for unreduced early retirement as described above applies to your Part B benefit only. You should review the West Ohio Gas supplement, which describes your Part A benefit.

### Calculating Your Benefit

Your Pension Plan benefit is calculated using a formula based on your:

- Age at retirement;
- Final average earnings;
- Estimated Social Security benefit; and
- Credited service.

## **PENSION**

You are also entitled to receive a Special Retirement Account as an annuity or a lump sum.

If you were hired prior to January 1, 2002 and you were a participant in the East Ohio Union Pension Plan, your Part A benefit is determined under your former plan formula. You should review the East Ohio Supplement that describes how your Part A benefit is calculated for service prior to January 1, 2002.

If you were hired prior to April 1, 2003 and you were a participant in the Pension Plan of the River Gas Division of the East Ohio Gas Company, your Part A benefit is determined under your former plan formula. You should review the River Gas Division Supplement that describes how your Part A benefit is calculated for service prior to April 1, 2003.

If you were hired prior to January 1, 2003 and you were a participant in the Pension Plan of the West Ohio Gas Division of the East Ohio Gas Company for Employees Represented by Local Union No. 308, the Utility Workers Union of America, AFL-CIO your Part A benefit is determined under your former plan formula. You should review the document that describes how your Part A benefit is calculated for service prior to January 1, 2003.

### **Pay**

**Pay** for years on or after January 1, 2002 (or April 1, 2003 for River Gas Participants, or January 1, 2003 for West Ohio Gas Participants) in the Pension Plan means the actual base pay you receive, including merit lump sum payments and any pre-tax contributions you make for benefits. Compensation such as bonuses, overtime and severance pay are not included in your base pay.

For purposes of calculating the benefit related to Part B for participants other than River Gas Participants and West Ohio Gas Participants, the following items will also be included:

- Wages and salary paid during authorized absence from work;
- Amounts paid in lieu of time off for a "paid" holiday;
- Extra pay in lieu of vacation while employee status is retained;
- Pay in lieu of notice of lay-off, limited to the period, if any, during which employee status is retained;
- Workers' compensation payments, excluding commuted payments, paid before you go on Disabled Participant status under the Plan (Disabled Participant status begins upon qualification for Company Long Term Disability benefits); and
- Disability Payments from the Short Term Disability Plan.

If you were hired before January 1, 2002 and you were a participant in the East Ohio Union Pension Plan, the pay definition above describes pay for years on or after January 1, 2002 with respect to Part B. You should review the East Ohio Supplement that describes the definition of pay for Part A.

If you were hired before April 1, 2003 and you were a participant in the Pension Plan of the River Gas Division of the East Ohio Gas Company, the pay definition above describes pay for years on or after April 1, 2003 with respect to Part B. You should review the River Gas Division Supplement that describes the definition of pay for Part A.



If you were hired before January 1, 2003 and you were a participant in the Pension Plan of the West Ohio Gas Division of the East Ohio Gas Company for Employees Represented by Local Union No. 308, the Utility Workers Union of America, AFL-CIO, the pay definition above describes pay for years on or after January 1, 2003. You should review the document that describes the definition of pay for years prior to January 1, 2003.

The Internal Revenue Code limits the amount of money that may be considered as pay. If these limits affect you, you will be notified by Dominion.

***Final Average Earnings***

**Final average earnings** are calculated using the average of your 60 highest consecutive months of pay during the last 120 months you worked prior to retirement (see the East Ohio Supplement, the River Gas Division Supplement, and the West Ohio Gas Supplement for more details).

***Credited Service***

Your **credited service** is measured in months. While you are a member of the Pension Plan, you receive credit for service for each month (measured from your date of plan membership) in which you work at least one hour. For example, if your membership begins on May 14, 2010, and you terminate your employment on May 15, 2011, you receive 13 months of credited service. If your membership begins on May 14, 2010, and you terminate your employment on May 14, 2011, you receive 12 months of credited service.

You can earn a maximum of 30 years of credited service.

***Estimated Social Security Benefit***

Your pension benefit takes an **estimated Social Security benefit** into account, as determined by Dominion. (During your working years, Dominion pays 50% of the tax used to provide your Social Security benefits.) This estimate is based on your Social Security benefit payable starting at age 65 or your actual retirement date, if you retire after age 65. The amount of the estimated Social Security retirement benefit is based on the Social Security Act in effect at the time of your benefit determination and payable beginning at your normal retirement date. The estimate assumes you do not have any pay after your date of termination and that your pay before you terminated increased each year based on actual changes in the average wage as determined by the Social Security Administration.

The Social Security benefit determined under the Pension Plan is an *estimate* developed to calculate your Pension Plan benefit. It is *not* your actual Social Security benefit.

**Normal Retirement Benefit**

***Normal Retirement Date***

Under the Pension Plan, your **normal retirement date** is the first day of the month on or after your 65<sup>th</sup> birthday.

***Normal Retirement Benefit***

Your Pension Plan benefit is calculated using a formula based on your final average earnings, estimated Social Security benefit and credited service. The Pension Plan benefit formula is:

## PENSION

Normal Retirement Benefit Formula for Credited Service On or After January 1, 2002 (or April 1, 2003 for River Gas Participants, or January 1, 2003 for West Ohio Gas Participants)*				
1.8%	X	Final Average Earnings	X	Part B Credited Service (up to 30 years)**
<b>Minus</b>				
1.5%	X	Estimated Social Security Benefit	X	Part B Credited Service (up to 30 years)**
<b>Equals</b>				
<b>Your Pension Plan Benefit</b>				
<p>*If you were hired before January 1, 2002 and you were a participant in the East Ohio Union Pension Plan, or if you were hired before April 1, 2003 and you were a participant in the Pension Plan of the River Gas Division of the East Ohio Gas Company, or if you were hired before January 1, 2003 and you were a participant in the Pension Plan of the West Ohio Gas Division of the East Ohio Gas Company for Employees Represented by Local Union No. 308, the Utility Workers Union of America, AFL-CIO, the formula above describes your Part B benefit. You should review the applicable SPD supplement that describes your Part A benefit.</p> <p>**Any credited service used to calculate a benefit under former plan provisions counts for purposes of determining maximum credited service earned in the Pension Plan. See the applicable SPD supplement for details.</p>				

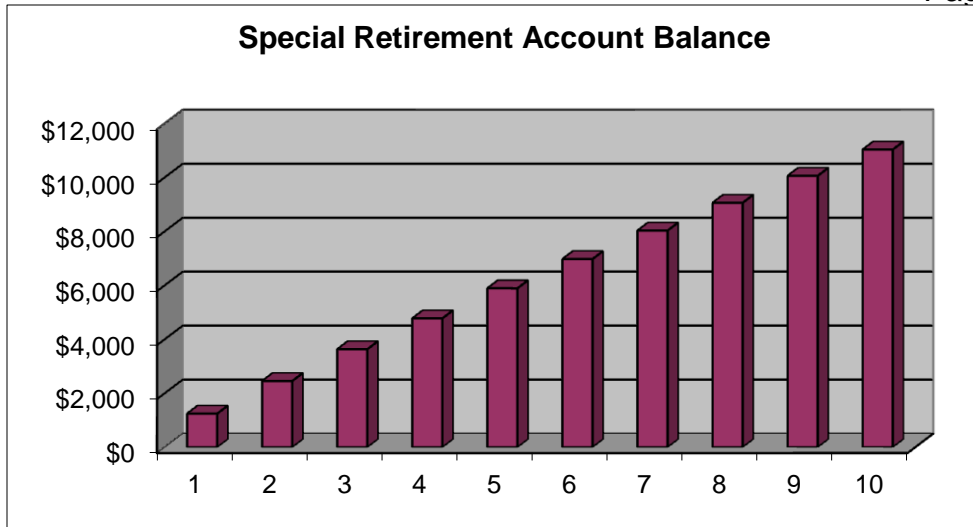
### **Special Retirement Account**

The Pension Plan includes a feature called a **Special Retirement Account** in addition to your Pension benefit. Your Special Retirement Account is automatically credited with 2% of your pay each month. You continue to receive monthly credits to your account until your termination of employment with Dominion, even if you have reached the maximum number of years of credited service permitted.

Your account will grow with interest using an annual interest rate established in accordance with IRS guidelines. Like a money market fund, your principal and accumulated interest does not decrease over time. Interest credits end when your Special Retirement Account is paid to you as a lump sum, you begin receiving annuity payments or you leave Dominion before you are vested in your account.

### **Example of Special Retirement Account Growth**

Assume your annual base pay is \$36,000 in Year 1 and your pay increases approximately 3 percent per year. After 10 years, your Special Retirement Account balance including interest credited would have grown to over \$11,000. The chart below shows how the account increases each year.



If you choose to take your Special Retirement Account as an annuity, your Pension Plan benefit is supplemented by your Special Retirement Account annuity as of your normal retirement date.

<b>Normal Retirement Benefit</b>
Pension Benefit
<b>Plus</b>
Special Retirement Account Annuity as of Normal Retirement Date
<b>Equals</b>
Your Normal Retirement Benefit

If you earned credited service before January 1, 2002 (or before April 1, 2003 for River Gas Participants, or before January 1, 2003 for West Ohio Gas Participants), you should review the applicable SPD supplement that describes any benefits applicable to you under former plan provisions.

<b>Normal Retirement Example</b>
<p>The following example shows how a monthly normal retirement benefit would be calculated for a 65-year-old employee.</p> <p>Final Average Earnings = \$3,000 (\$36,000 annually)</p> <p>Years of Credited Service = 20 years*</p> <p>Estimated Social Security Benefit = \$1,250</p> <p>Special Retirement Account Annuity as of Normal Retirement Date = \$220</p>
<p><b>Benefit Calculation</b></p> <ol style="list-style-type: none"> <li>1. <math>1.8\% \times \\$3,000 \times 20 = \\$1,080</math></li> <li>2. <math>1.5\% \times \\$1,250 \times 20 = \\$375</math></li> <li>3. <math>\\$1,080 - \\$375 = \\$705</math></li> <li>4. Special Retirement Account Annuity = \$220</li> <li>5. <math>\\$705 + \\$220 = \\$925</math> per month</li> </ol> <p>Your monthly benefit represents Line 3 + Line 4.</p>

\*This example reflects credited service earned under the current plan formula. If you were hired before January 1, 2002 and you were a participant in the East Ohio Union Pension Plan, or if you were hired before April 1, 2003 and you were a participant in the Pension Plan of the River Gas Division of the East Ohio Gas Company, or if you were hired before January 1, 2003 and you were a participant in the Pension Plan of the West Ohio Gas Division of the East Ohio Gas Company for Employees Represented by Local Union No. 308, the Utility Workers Union of America, AFL-CIO, you should review the applicable SPD supplement that describes your Part A benefit.

**Early Retirement Benefit**

**Early Retirement Date**

You become eligible for early retirement benefits when you reach age 55 with three years of vesting service. You can retire on the first day of any month on or after your 55<sup>th</sup> birthday. If you retire before you reach age 65, the date you retire is known as your **early retirement date**.

**Early Retirement Benefit**

The amount of your normal retirement benefit is available to you, without reduction, if you retire early—on or after your 60<sup>th</sup> birthday. If you retire on or after your 55<sup>th</sup> birthday and before your 60<sup>th</sup> birthday, your Pension Plan benefit is reduced by:

- 0.25% per month (3% per year) for each month that you receive payments on or after your 58<sup>th</sup> birthday and before your 60<sup>th</sup> birthday; and
- 0.50% per month (6% per year) for each month that you receive payments on or after your 55<sup>th</sup> birthday and before your 58<sup>th</sup> birthday.

For example, let's assume you retire at age 56 and six months. Your early retirement benefit would be reduced by 15%. The reduction is determined by:

- 0.25% per month for 24 months (between ages 58 and 60) = 6%; and
- 0.50% per month for 18 months (between age 56 and six months and age 58) = 9%

Your total early retirement reduction is 15% (6% plus 9%). The following table is a partial list of benefit reductions that apply if you retire at various exact ages. The reductions vary based on your age in completed years and months at retirement as described above.

<b>Early Retirement Reduction Table</b>	
<b>Retirement Age</b>	<b>Benefit Reduction</b>
60 or older	None
59	3%
58	6%
57	12%
56	18%
55	24%

If you choose to take your Special Retirement Account as an annuity, your Pension Plan benefit is supplemented by your Special Retirement Account annuity as of your early retirement date.

<b>Early Retirement Example</b>
<p>The following example shows how a monthly early retirement benefit would be calculated for a 55 year-old employee.</p> <p>Final Average Earnings = \$3,000 (\$36,000 annually) Years of Credited Service = 20 years* Estimated Social Security Benefit = \$1,200 Early Retirement Reduction = 24% Special Retirement Account Annuity as of Early Retirement Date = \$180</p>
<p><b>Benefit Calculation</b></p> <ol style="list-style-type: none"><li>1. <math>1.8\% \times \\$3,000 \times 20 = \\$1,080</math></li><li>2. <math>1.5\% \times \\$1,200 \times 20 = \\$360</math></li><li>3. Unreduced Benefit: <math>\\$1,080 - \\$360 = \\$720</math></li><li>4. Reduction: <math>\\$720 \times 24\% = \\$172.80</math></li><li>5. Reduced Pension Benefit: <math>\\$720 - \\$172.80 = \\$547.20</math></li><li>6. Special Retirement Account Annuity = \$180</li><li>7. Early Retirement Benefit: <math>\\$547.20 + \\$180 = \\$727.20</math> per month</li></ol> <p>Your monthly benefit represents Line 5 + Line 6.</p>
<p>*This example reflects credited service earned under the current plan formula. If you were hired before January 1, 2002 and you were a participant in the East Ohio Union Pension Plan, or if you were hired before April 1, 2003 and you were a participant in the Pension Plan of the River Gas Division of the East Ohio Gas Company, or if you were hired before January 1, 2003 and you were a participant in the Pension Plan of the West Ohio Gas Division of the East Ohio Gas Company for Employees Represented by Local Union No. 308, the Utility Workers Union of America, AFL-CIO, you should review the applicable SPD supplement that describes your Part A benefit.</p>

**Delayed Retirement Benefit**

***Delayed Retirement Date***

If you decide to continue to work past age 65 and retire on the first day of any month after you reach age 65, the day you retire is known as your **delayed retirement date**.

***Delayed Retirement Benefit***

Your Pension Plan benefit is calculated using the same formula as for normal retirement and is calculated as of your delayed retirement date.

You continue to earn credited service through your delayed retirement date, up to a maximum of 30 years. You also continue to accrue earnings just as you did before your normal retirement date.

You continue to receive credits to your Special Retirement Account through your delayed retirement date as long as you remain an eligible employee. Your Special Retirement Account credits do not stop after 30 years of service. Your Pension benefit is supplemented by your Special Retirement Account if you choose to take an annuity, determined as of your delayed retirement date.

**Disability**

If you become disabled while working for Dominion, have five years of vesting service at the date of your disability, and qualify for Dominion long term disability (LTD) benefits, you continue to accrue credited service (up to the maximum) during the period of your disability until age 65. If Dominion LTD benefits stop before you reach 65, you no longer earn credited service in the Pension Plan unless you come back to work for Dominion and meet the eligibility requirements for the Pension Plan. When you receive a retirement benefit, the benefit is based on your final average earnings and estimated Social Security benefit at the time of your disability.

Your Special Retirement Account does not accrue the 2% of pay credit during the period of disability. At the date you begin receiving LTD benefits, your Special Retirement Account balance is available as either an immediate lump sum, immediate annuity or as a deferred annuity. If you elect to receive a deferred annuity, it must begin when you start to receive your regular pension benefit and is paid in the same way as your regular pension benefit. Your Special Retirement Account continues to earn interest until you begin receiving your benefit. (See the *Special Retirement Account* section for more information.)

**Leaving Dominion Before Becoming Eligible to Retire**

You may receive a benefit from the Pension Plan if you are vested when your employment terminates before you are eligible to retire. **Vesting** refers to your non-forfeitable right to a benefit: the benefit is yours and cannot be taken away.

You are vested in a benefit from the Pension Plan after you complete three years of vesting service with Dominion. If your employment terminates after you are vested, you are considered to be a terminated vested participant and are eligible to receive a benefit as described in this section. If your employment terminates before you are vested, you do not receive any benefits from the Pension Plan and you forfeit any amounts credited to your Special Retirement Account.

***Vesting Service***

You earn one month of **vesting service** for each month of service with Dominion. You receive credit for service for each month in which you work at least one hour.

Vesting credit begins on your date of hire or your 18<sup>th</sup> birthday, whichever is later.

***Terminated Vested Benefits Payable at Normal Retirement Date***

If you are vested in a benefit from the Pension Plan, you can begin to receive the Pension Plan benefit you had earned at the time of termination on the first day of the month on or after your 65<sup>th</sup> birthday.

***Terminated Vested Benefits Payable at Early Retirement Date***

You can begin to receive your retirement benefit as early as age 55 if you are vested. Your benefit is available in a reduced amount based on your age at retirement. The following table shows the reduction. The table is a partial list of benefit reductions that apply if you retire at various ages. The reductions vary based on your exact age in completed years and months at retirement.

<b>Early Retirement Reduction Table for Terminated Vested Participants</b>	
<b>Retirement Age</b>	<b>Benefit Reduction</b>
65 or older	None
64	9%
63	16%
62	23%
61	30%
60	35%
59	40%
58	44%
57	48%
56	52%
55	55%

**Breaks in Service and Re-employment**

If you do not work for Dominion for 12 or more consecutive months, you could have what is called a **break in service**.

If you are re-employed by Dominion, break in service rules determine whether the vesting and the credited service that you earned before your employment terminated is reinstated.

You do *not*, however, have a break in service if you leave Dominion:

- For any reason and your period of absence does not exceed 12 months; or
- For active military service and return to Dominion within the time period required by law.

If you are vested in a Pension Plan benefit and you have a break in service due to termination of employment, your prior vesting service and credited service is restored if you are re-employed.

If you are *not vested* and you have a break in service due to termination of employment, your prior vesting service and credited service is restored if you are re-employed within five years of the date of your termination (within six years if you left Dominion for the birth or adoption of your child).

**After Retirement**

If you return to work for Dominion after you retire, any retirement payments stop until you retire again. During your re-employment, you earn vesting and credited service. When you retire again, your Pension Plan benefit is redetermined based on the Pension Plan provisions in effect at that time. *In no case, however, will your new retirement benefit be less than the benefit you were receiving before you were re-employed.*

### **Payment Options**

After your employment terminates, you may choose to receive your benefit at any time after the date you first become eligible for retirement. You may choose to receive your Special Retirement Account at any time after the date your employment terminates.

If your total benefit value is more than \$1,000, you can choose from the following benefit payment options for your total pension benefit:

- Single Life Annuity;
- 50% Joint and Survivor Annuity;
- 75% Joint and Survivor Annuity;
- 100% Joint and Survivor Annuity;
- Social Security leveling option; or
- Single lump sum (Special Retirement Account only).

If your total benefit value does not exceed \$1,000, special lump sum payment rules may apply. You will be notified if these rules affect you.

Ideally, you should make your payment election 90 days before the commencement of your benefit.

Once you choose your payment option at retirement, your payment election cannot be changed or revoked after your retirement date.

#### ***Single Life Annuity***

If you are not married when you retire, your standard form of payment under the Pension Plan is a **single life annuity**. You receive a regular payment every month for your lifetime beginning at your retirement and ending at your death. There are no survivor benefits. Married employees may elect a single life annuity, with written, notarized consent of their spouse.

#### ***50% Joint and Survivor Annuity***

If you are married when you retire, your standard form of payment is a **50% joint and survivor annuity**. This benefit covers your lifetime and the lifetime of your spouse. The benefit provides you with a monthly payment during your life that is reduced somewhat from what it would be if you were not married. However, if you die before your spouse, your spouse receives monthly payments equal to 50% of the permanent benefit paid to you for the remainder of your spouse's life.

If you are not married, you can still elect this option. In this case, you receive a reduced monthly payment during your life and your beneficiary receives 50% of the benefit after you die.

#### ***75% Joint and Survivor Annuity***

You can choose to receive your benefit as a **75% joint and survivor annuity**. This benefit covers your lifetime and the lifetime of your spouse. While you are both living, you receive a reduced monthly payment. After your death, your surviving spouse receives monthly payments equal to 75% of the permanent benefit paid to you for the remainder of your spouse's life.

If you are not married, you can still elect this option. In this case, you receive a reduced monthly payment during your life and your beneficiary receives 75% of the benefit after you die.



**100% Joint and Survivor Annuity**

You can choose to receive your benefit as a **100% joint and survivor annuity**. This benefit covers your lifetime and the lifetime of your spouse. While you are both living, you receive a reduced monthly payment. After your death, your surviving spouse receives monthly payments equal to 100% of the permanent benefit paid to you for the remainder of your spouse's life.

If you are not married, you can still elect this option. In this case, you receive a reduced monthly payment during your life and your beneficiary receives 100% of the benefit after you die.

**Spousal Consent**

If you are married and want to elect the single life annuity or the 50%, 75% or 100% joint and survivor annuities with a beneficiary other than your spouse, your spouse must provide written, notarized consent.

**Lump Sum Payment**

You may elect to receive your Special Retirement Account in a single **lump sum payment**. Please see "Special Retirement Account Payment Options" below for more information.

If you receive a lump sum payment of your Special Retirement Account, you may be entitled to roll over this payment into an Individual Retirement Account or another employer's qualified retirement plan (see "Tax Considerations" below).

**Social Security Leveling**

A **Social Security leveling** option is available if you retire before age 62. With this option, the Pension Plan pays both a permanent retirement benefit and a temporary annuity that equals your estimated age 62 Social Security benefit. At age 62, when Social Security benefits can begin, the Pension Plan stops paying you the temporary annuity. Your permanent retirement benefit is reduced to provide you with a temporary annuity. In the end, the amount of your monthly benefit—from the Pension Plan and from Social Security—remains roughly the same or "level." The temporary annuity payments end when you die. In some cases, your retirement benefit may not be large enough to allow you to elect the Social Security leveling option. The Social Security leveling option applies to the single life annuity and the 50%, 75% and 100% joint and survivor annuity options.

<b>Social Security Leveling Option Example</b>		
The following example shows how the monthly retirement benefit for an employee retiring at age 58 differs for the single life annuity option and the Social Security Leveling option. Single Life Annuity at Age 58 = \$750 Estimated Age 62 Social Security Benefit = \$900		
<b>Payment Option</b>	<b>Monthly Benefit at Age 58 and Prior to 62</b>	<b>Monthly Benefit On and After Age 62</b>
Single Life Annuity	\$750 single life annuity	\$750 single life annuity + \$900 Social Security benefit = \$1,650
Social Security Leveling	\$400 single life annuity + \$900 temporary benefit = \$1,300 per month	\$400 single life annuity + \$900 Social Security benefit = \$1,300 per month

***Adjustment for Payment Option Selected***

If you choose a payment method other than the single life annuity, your monthly pension is adjusted to account for the value of the additional payments that may occur. The size of this adjustment depends on the estimated value of the additional benefits.

<b>Adjustment for Payment Option Example</b>		
The following example shows how a \$1,000 monthly benefit, paid under the single life annuity option, is adjusted for other payment options for a retiree who is age 65 and has a 60-year old beneficiary.		
<b>Payment Option</b>	<b>Retiree's Monthly Benefit</b>	<b>Beneficiary's Monthly Benefit after Retiree's Death</b>
Single Life Annuity	\$1,000.00	N/A
50% Joint and Survivor Annuity	\$ 886.40	\$ 443.20
75% Joint and Survivor Annuity	\$ 866.80	\$ 650.10
100% Joint and Survivor Annuity	\$ 796.00	\$ 796.00

***Special Retirement Account Payment Options***

If you are vested in a Pension Plan benefit and you leave Dominion before retirement or you retire, you have the following options for receiving your Special Retirement Account:

If You:	The Options Available to You Include:
Are eligible for retirement at termination of employment	<ul style="list-style-type: none"> <li>▪ Immediate lump sum, which can be rolled over to an Individual Retirement Account or other qualified retirement plan</li> <li>▪ Immediate annuity, which is paid in the same way as your regular pension benefit</li> <li>▪ Deferred annuity, which must begin when you start to receive your regular pension benefit and is paid in the same way as your regular pension benefit</li> </ul>
Are vested and leave Dominion before you are eligible to retire	<ul style="list-style-type: none"> <li>▪ Immediate lump sum, which can be rolled over to an Individual Retirement Account or other qualified retirement plan</li> <li>▪ Immediate annuity paid as either a single life annuity or a 50% joint and survivor annuity</li> <li>▪ Deferred annuity, which must begin when you start to receive your regular pension benefit and is paid in the same way as your regular pension benefit</li> </ul>

**Pension Estimates**

You can use the Your Benefits Resource website (<http://resources.hewitt.com/dominion>) to see your pension information at any time. You can use this website to run benefit projections, check your beneficiary elections, or initiate retirement. You can also request retirement estimates and start the retirement process by contacting the Dominion Benefit Center (DBC) by calling toll free 877-434-6996. Service representatives are available from 8:00 a.m. to 5:00 p.m., EST Monday through Friday.

**Beneficiary Elections**

If you are not married, you can name anyone as your beneficiary to receive a survivor annuity or payment of your Special Retirement Account balance upon your death. If you are married, your spouse is automatically your beneficiary for any benefit due from the Pension Plan, unless your spouse provides written, notarized consent for you to name someone else as your beneficiary.

**Tax Considerations**

Before deciding how to receive a distribution of your Pension Plan benefits, keep in mind that there are tax implications. For example, if you choose to have any part of your benefit paid to you in a lump sum, this can result in the imposition of a penalty tax in addition to income tax depending on your age and certain other factors when the payment is made. You may also have the option of rolling over a lump sum payment of your benefit to an IRA or another employer's qualified retirement plan. There are also rules regarding the withholding of federal and state income tax on Pension Plan payments. When you leave Dominion, you receive a notice that outlines the tax implications in more detail. Since the tax effects can be complicated, you should refer to that notice and consult with a qualified tax advisor before making a decision.

**Pre-Retirement Death Benefits**

***If You Die Before Retirement While Employed***

**Regular Pension**

If you die before retirement, your spouse is eligible to receive a monthly survivor benefit if you have a vested Pension benefit and you have been married for at least six months at the time of your death. The benefit is equal to one-half of the benefit you would have received under the 50% joint and survivor option from the Pension Plan as of the date of your death.

<b>Pre-Retirement Death Benefit</b>	
<b>Date of Death</b>	<b>Spousal Benefit</b>
After You Are Eligible for Early Retirement	<ul style="list-style-type: none"> <li>▪ Spouse's benefit starts immediately after your death.</li> <li>▪ Benefit is reduced using the early retirement reduction factors listed in the <i>Early Retirement Reduction Table</i>.</li> <li>▪ Spouse can elect to wait to receive a benefit until the date you would have reached your normal retirement date. If your spouse elects to wait, the benefit is not reduced.</li> </ul>
Before You Are Eligible for Early Retirement*	<ul style="list-style-type: none"> <li>▪ Spouse's benefit starts at the date you would have reached your earliest early retirement age.</li> <li>▪ Benefit is reduced using the early retirement reduction factors listed in the <i>Early Retirement Reduction Table</i></li> <li>▪ Spouse can elect to wait to receive a benefit until the date you would have reached your normal retirement date. If your spouse elects to wait, the benefit is not reduced.</li> </ul>
<p>*If you were hired before January 1, 2002 and were a participant in the East Ohio Union Pension Plan, see the East Ohio Supplement for special reduction factors that may apply. If you were hired before April 1, 2003 and were a participant in the River Gas Plan, see the River Gas Supplement for special reduction factors that may apply. If you were hired before January 1, 2003 and were a participant in the Pension Plan of the West Ohio Gas Division of the East Ohio Gas Company for Employees Represented by Local Union No. 308, the Utility Workers Union of America, AFL-CIO, see the West Ohio Gas Supplement for special reduction factors that may apply.</p>	

If you are married, disabled and qualified to receive company LTD benefits and you die before retirement, your spouse receives a benefit described above.

**Special Retirement Account**

Your spouse can elect one of the following options to receive your Special Retirement Account balance:

- Immediate lump sum;
- Immediate annuity payable for the spouse's lifetime; or
- Annuity deferred until the date of benefit commencement for the remaining death benefit and payable for the spouse's lifetime.

If you are not married or married and someone other than your spouse is your beneficiary, your beneficiary receives your Special Retirement Account balance as an immediate lump sum payment if you are vested.

If you die before retirement and are not vested in a Pension benefit, your beneficiary does not receive a benefit but receives the balance in your Special Retirement Account. The same is true if you are vested but not married or if you are vested but married for less than six months at the time of your death.

***If You Die Before Retirement After Leaving Dominion***

**Regular Pension**

If you leave Dominion, with a vested Pension Plan benefit and you die before your benefit commencement date, your spouse is eligible to receive a benefit. The benefit is equal to one-half of the benefit you would have received under the 50% joint and survivor annuity option from the Pension Plan as of the date of your death.

Your spouse's benefit starts at the date you would have reached your earliest retirement age. The benefit is reduced using the early retirement reduction factors listed in the *Early Retirement Reduction Table for Terminated Vested Participants* depending on the age you would have been when your spouse's benefit commences.

**Special Retirement Account**

Your spouse can elect one of the following options to receive your Special Retirement Account balance:

- Immediate lump sum;
- Immediate annuity payable for the spouse's lifetime; or
- Annuity deferred until the date of benefit commencement for the remaining death benefit and payable for the spouse's lifetime.

Your spouse can elect to receive the Special Retirement Account as an immediate lump sum distribution after your death, even if you declined this option when you left Dominion.

If you are not married, your beneficiary receives your Special Retirement Account balance as an immediate lump sum payment.

If you were hired before January 1, 2002 and you were a participant in the East Ohio Union Pension Plan, or if you were hired before April 1, 2003 and you were a participant in the Pension Plan of the River Gas Division of the East Ohio Gas Company, or if you were hired before January 1, 2003 and you were a participant in the Pension Plan of the West Ohio Gas Division of the East Ohio Gas Company for Employees Represented by Local Union No. 308, the Utility Workers Union of America, AFL-CIO, you may be entitled to different pre-retirement death benefits. You should review the applicable SPD supplement that describes your benefits.

**Claims and Appeals Procedures**

***Filing a Claim for Benefits***

If you believe you (or your beneficiaries) are entitled to benefits from the Plan and fail to receive them, you should file a written claim for benefits with the Plan Administrator. If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method of payment available, the timing of payments and other information relevant to the payment of benefits.

If a Plan claim you make is denied in whole or in part, you – or your beneficiary – will automatically receive a written or electronic notification of the Plan's adverse determination. In most cases, you will receive this notice within 90 days after your claim for Plan benefits is received. If there is a delay, you will be advised, in writing, of the reason for the delay and the date you can expect to receive the notice. However, in no

case will the notice be forwarded to you more than 180 days after receiving your claim for Plan benefits.

The Plan Administrator's written or electronic notification of any adverse benefit determination must include the following information:

- The specific reason for denial;
- The specific Plan provision on which the denial is based;
- Any additional information (such as proof of age or spouse's data) required to reconsider the claim and an explanation of why the information is needed; and
- An explanation of the Plan's appeal procedures and the time limits applicable to such procedures, including a statement of your right to challenge the final determination in federal court.

After your claim is denied, you will be provided, upon request and without charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits. A document, record or other information will be considered relevant if it:

- Was relied upon in denying the claim;
- Was submitted, considered or generated in the course of processing the claim regardless of whether it was relied upon in denying the claim;
- Demonstrates compliance with the claims procedures process; or
- Constitutes a statement of Plan policy or guidance concerning the denied benefit, regardless of whether it was relied upon in denying the claim.

### ***Appealing a Claim Denial***

If you or your beneficiary wish to dispute the Plan Administrator's denial of your claim for Plan benefits (in whole or in part) you must file a written request to have your claim for Plan benefits reconsidered (an "Appeal") within 60 days after receiving the denial notice. Your Appeal should state exactly why your claim for Plan benefits should be approved and can contain additional documents, records and other relevant information in support of the claim. In reviewing the Appeal, the reviewer will take into consideration all comments, documents, records and other information submitted by you (or your beneficiary) in support of the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In most cases, the review of your Appeal will be completed within 60 days after you file your request and, following the review of your Appeal, you will be notified in writing of the final decision. If special circumstances require the Plan Administrator to take additional time to review your Appeal, you will be advised, in writing, of the reason for the delay and the date you can expect to receive the final decision. However, in no case will the final decision be forwarded to you more than 120 days after receiving your Appeal. The Plan Administrator's final decision will be in writing and will include:

- Reference to the specific Plan provision on which the final decision is based;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. A document, record or other information shall be considered relevant if it:
  - Was relied upon in denying your claim;
  - Was submitted, considered or generated in the course of processing your claim, regardless of whether it was relied upon in denying your claim;
  - Demonstrates compliance with the Appeal procedures process; or

- Constitutes a statement of Plan policy or guidance concerning the denied benefit, regardless of whether it was relied upon in denying your claim.
- A statement that you or your beneficiary has a right to bring an action under Section 502(a) of ERISA.

Except as provided below, the Plan Administrator's decision of your Appeal is final and not subject to further review under the Plan. You or your beneficiary may have additional rights under ERISA.

***Final Appeal with the Benefits Manager***

If all levels of appeal have been exhausted, the Pension Plan offers a voluntary level of appeal to the Dominion Manager of Benefits. The purpose of the voluntary appeal procedure is to ensure that the Plan Administrator has received all necessary information and taken all appropriate steps to review your case. The Benefits Manager will not review or overrule an interpretation of the Plan by the Plan Administrator.

You must exhaust your appeal rights with the Plan Administrator before filing a voluntary level of appeal with the Manager of Benefits. A voluntary level of appeal request must be submitted in writing within 180 days following the final determination of a claim by the Plan Administrator at the following address:

Dominion  
Manager, Benefits  
701 East Cary Street  
13<sup>th</sup> Floor, Benefits  
Richmond, VA 23219

The Manager of Benefits will review the appeal and take into account all the information you submit, regardless of whether the information was considered at the time the Plan Administrator made its decisions. The Manager of Benefits will respond to your appeal request within 60 days after the receipt of your appeal request, unless special circumstances require an extension of time to review your appeal in which case a decision will be made within 120 days after the receipt of your appeal request.

You are not required to file a voluntary level of appeal prior to bringing a civil action in federal court to appeal an adverse benefit determination by the Plan Administrator. Dominion waives any right to assert that you failed to exhaust your administrative remedies under ERISA if you do not elect to submit a voluntary level of appeal.

Dominion agrees that any statute of limitations or other defense based on timeliness is tolled during the time a voluntary level of appeal is pending.

Upon request, Dominion will provide you with additional information about the voluntary level of appeal process so that you may make an informed judgment about whether to submit a benefit dispute to the voluntary level of appeal. A decision as to whether or not to submit a benefit dispute to the voluntary level of appeal will have no effect on your rights to any other benefits under the Pension Plan. No fees or costs will be imposed on you as part of the voluntary level of appeal process.

**Changing or Terminating the Plan**

Except as set forth in the following paragraph, no changes affecting benefits provided under the Pension Plan may be made without the written consent of the Executive Committee of the Union.

## **PENSION**

Page 8-24

Dominion reserves the right to amend the Plan and revise the Summary Plan Description at any future date, without the consent of the Executive Committee of the Union for the following reasons: (1) to make nondiscretionary changes that are required to comply with federal and state laws, regulations and official regulatory guidance of general applicability, (2) to make changes in the organizations engaged to administer the plan, or (3) to update contact names, phone numbers, physical addresses, internet addresses or similar information. In the event of any such change, Dominion shall provide written notice of the change to the Executive Committee of the Union within thirty (30) days before the effective date of the change, or as soon as practicable thereafter.