

## SUMMARY PLAN DESCRIPTION

### PENSION PLAN FOR THE LOCAL UNION NO. 131 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS



October 2011



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## INTRODUCTION

Effective November 1, 1971, the Michigan Chapter, National Electrical Contractors Association, Inc. and the Local Union No. 131, International Brotherhood of Electrical Workers established the Pension Plan for the Local Union No. 131 International Brotherhood of Electrical Workers (the “Plan”). The Plan was established to provide retirement benefits for certain employees represented by the Union and their beneficiaries.

Detailed and complex legal documents comprise the formal text of the Plan. This booklet, referred to as the “Summary Plan Description,” explains the principal provisions and features of the Plan and your rights, obligations and benefits under the Plan, in effect as of August 2011.

This booklet cannot modify the terms of the formal Plan document. In the event of inconsistencies between this booklet and the Plan document, the formal Plan document will control. You may inspect a copy of the Plan document at the office of the Board of Trustees.

You should read this booklet carefully. The Plan could become an important source of retirement income for you, and you should understand what you must do to receive payments from the Plan. You should also understand the benefits available to your spouse or beneficiary in the event of your death. Please read this booklet carefully and keep it with your other important papers for future reference.

This booklet is not intended to provide you with tax advice regarding your benefits under the Plan. The tax laws regarding your benefits are complex. You should consult with an attorney or tax advisor if you have any questions regarding the taxation of your benefits.

Only the Trustees are authorized to interpret the Plan described in this booklet. The Trustees’ interpretation will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees is challenged in court, it is the intention of the parties that such decision shall be upheld unless it is determined to be arbitrary or capricious.

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## IMPORTANT FACTS

**Name of Plan.** Pension Plan for the Local Union No. 131 International Brotherhood of Electrical Workers.

**Union.** Local Union No. 131, International Brotherhood of Electrical Workers.

**Employer.** An employer that is bound by a written agreement with the Union or the Trustees requiring the employer to make contributions to the Plan. The Union may be an Employer in the Plan.

**Plan Sponsor.** A Board of Trustees appointed by participating Employers and the Union is the “Plan Sponsor.” The Board of Trustees is responsible for the operation of the Plan. It is a joint labor-management Board of Trustees, divided equally between Trustees appointed by the Union and Trustees appointed by the Employers.

**Fund Office.** The Trustees have hired TIC International to provide administrative services to the Fund, and both the Board of Trustees and TIC can be contacted at the following address and telephone:

Board of Trustees of the Pension Plan  
for the Local Union No. 131 International  
Brotherhood of Electrical Workers  
c/o TIC International Corporation  
6525 Centurion Drive  
Lansing, MI 48917-9275  
www.ibewlocal131.org  
517-321-7502  
517-321-7508 (facsimile)

**Members of Board of Trustees.** As of August 2011, the Board of Trustees is comprised of the following individuals:

**Union Trustees**  
Morris A. Applebey, Secretary  
Leroy Crabtree  
Matthew Mizikar

**Employer Trustees**  
Mark Hunt, Chairman  
Dave Buskirk  
Gary Yager

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**Agent for Service of Legal Process.** Legal process may be served on the Board of Trustees at the address listed above.

**Plan Investment Recordkeeper.** The Trustees have selected New York Life Retirement Services (NYLRPS), which is a division of New York Life Investment Management LLC, to provide investment and recordkeeping services to the Plan. NYLRPS can be contacted by visiting [www.mylife.newyorklife.com](http://www.mylife.newyorklife.com) or by calling (800) 294-3575 from 10:00 am to 10:00 pm ET on NYSE business days.

**Plan Year.** The 12-month period beginning each January 1 and ending each December 31.

**Employer Identification Number (“EIN”).** The EIN assigned to the Board of Trustees by the Internal Revenue Service is 38-6234993.

**Plan Number (“PN”).** The PN assigned to the Plan by the Board of Trustees is 001.

**Type of Plan.** The Plan is a defined contribution plan known as a profit sharing plan. The Plan includes a 401(k) salary reduction feature.

**Valuation Date.** The Plan is valued as of the last day of the Plan Year and each NYSE business day of the Plan Year.

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## PARTICIPATION

**Eligible Employees.** Individuals who are covered by the Plan are “Participants.” You are a Participant in the Plan if you are employed by an Employer that is required to make contributions to the Plan on your behalf. You are considered a former Participant if you cease working for an Employer that makes contributions on your behalf (or if you transfer to a category of employment for which contributions are not required on your behalf).

Employees categorized as apprentices under the applicable collective bargaining agreement are not eligible to make voluntary employee 401(k) contributions to the Plan. The Trustees implemented this change in order to comply with Internal Revenue Service nondiscrimination rules. When you progress beyond the level of an apprentice, you will be eligible to begin making voluntary employee 401(k) contributions to the Plan, as described herein. Apprentices continue to be eligible to receive the employer contributions provided for under the collective bargaining agreement.

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## CONTRIBUTIONS TO THE PLAN

**Amount of Employer Contribution.** Your Employer will make a contribution to the Plan on your behalf for each month as required by the collective bargaining agreement. The amount of the Employer contribution each month is determined by the collective bargaining agreement.

**Amount of Employee Contributions.** Participants (other than apprentices) are eligible to make voluntary employee contributions to the Plan. This means you can, if you choose, make employee 401(k) contributions (also known as elective contributions) to the Plan. Elective contributions are amounts you would otherwise receive as taxable wages, but instead you contribute to the Plan on a pre-tax basis as savings for your retirement. As a Plan participant, you may voluntarily elect to contribute a portion of your wages to your Elective Contribution Account in the Plan. The maximum amount you may elect to contribute to this Plan and any other 401(k) plan is:

<u>Year</u>	<u>Contribution Limit</u>
2011	\$16,500

This maximum dollar amount is anticipated to increase with the cost of living, as determined by the Secretary of the Treasury, beginning in taxable years after 2011. Contributions which exceed the dollar caps shown above are subject to double taxation unless returned to you. If you exceed the dollar cap, contact the Fund Office and request a return of the excess amounts as soon as possible so that the excess can be refunded by the April 15 following the calendar year in which you exceed the maximum dollar amount. Please contact the Fund Office if you have questions about excess contributions.

Your elective contributions, which are contributed through payroll deductions, are subject to Social Security (FICA) withholding. Federal income taxes, however, are not withheld from your elective contributions. These contributions reduce your gross income for federal income tax purposes and, therefore, reduce your federal income tax liability.

- **Catch-up Contributions.** If you reach age 50 (or older) by December 31 of the calendar year, you are eligible to make additional elective contributions, known as “catch-up contributions.” Catch-up contributions are made and treated for tax purposes the same as your other elective contributions. (They are subject to Social Security (FICA) withholding taxes but not federal income tax withholding.)

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Catch-up contributions, if you are eligible and elect to make them, are made in addition to your regular elective contributions and have different dollar limits. For 2011, if you are or will be at least age 50 by December 31, you may contribute an additional \$5,500 to the Plan as catch-up contribution for 2011. After 2011, the catch-up contribution dollar limit will increase (in \$500 increments), based upon cost-of-living increases as determined by the Secretary of the Treasury.

- Enrolling to Make Employee Contributions. You may enroll to make elective contributions effective as of any January 1, April 1, July 1 or October 1. To enroll, you must submit an election designating the amount you want deducted from your hourly wages and contributed to the Plan. Once filed, your contribution election remains in effect until amended or discontinued.
- Changing Employee Contribution Amount. You may increase or decrease the amount of your elective contributions to the Plan as of any January 1, April 1, July 1 or October 1.
- Ceasing Employee Contributions. You may revoke your election to contribute to the Plan at any time. Your revocation will be effective as of the first day of the next pay period.

**Rollover Contributions.** Any Participant in the Plan is eligible to make a rollover contribution to the Plan. A rollover contribution is a contribution of all or a portion of a distribution from a prior qualified retirement plan in which you participated (or from which you are entitled to benefits pursuant to a qualified domestic relations order). In addition, rollovers are permitted from certain 457 plans, IRAs and Code section 403(b) plans. In order to make a rollover contribution, you must submit a request to make such a contribution, in writing, on a form provided by the Plan. You must deposit a rollover contribution into the Plan within 60 days after you receive payment from the other plan or IRA. Therefore, if you are interested in making a rollover contribution, please contact the Fund Office.

**Deposit of Contributions.** The Employer contribution made to the Plan on your behalf is allocated to your Profit Sharing Account, a subaccount of your total Plan account. The elective contributions you make to the Plan are allocated to your Elective Contribution Account, another subaccount within your total Plan account. Employer contributions made to the Plan on your behalf before 2004 are held in your Money Purchase Account, another subaccount within your total Plan account. Rollover contributions shall be deposited in your Rollover Account.

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**Transfer of Contributions.** The Plan offers Participants who move to electrical industry employment outside the area of the Plan a chance to remain covered by the Plan. If you leave employment covered by the Plan for employment covered by another defined contribution plan that is party to the IBEW-Electrical Industry Pension Reciprocal Agreement, you may elect to have contributions transferred to this Plan by completing a reciprocity authorization in the hiring hall of a local union or on-line with the Electronic Reciprocity Transfer System (“ERTS”). Alternatively, if contributions are made to this Plan on your behalf for work performed in the jurisdiction of the Plan, and if those contributions are transferred to the defined contribution plan of another local union under the terms of the IBEW-Electrical Industry Pension Reciprocal Agreement, you will not receive any benefits under this Plan relating to the transferred funds. For further details regarding a reciprocal transfer arrangement, contact the Fund Office.

**Military Service.** Generally, you will receive contributions to the Plan only for periods of employment with an Employer. However, you may also be eligible to receive contributions for certain periods of military service if you cease actively participating in the Plan in order to enter military service and then return to active participation in the Plan within the time period required by law. You should contact the Fund Office for more information if you believe you may be entitled to contributions due to military service.

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## INVESTMENT OF ACCOUNT

All contributions are deposited in a trust fund for the exclusive benefit of the Participants of the Plan and their beneficiaries. You have several options with respect to the investment of your account.

**1. Participant Can Direct the Investment.** You can choose to direct the investment of your account among investment funds selected by the Trustees, including the IBEW 131 Core Fund, the Plan's qualified default investment alternative (QDIA). You must make your investment election in the manner required by, and pursuant to the rules adopted by, the Trustees. If you choose to direct the investment of your account, then your account will receive the investment gains and losses attributable to the funds in which you invested your account. The Trustees will provide you information on the funds that are available for your investment.

Also, effective July 1, 2011, you can request that all or part of your account be placed in a self-directed brokerage subaccount. This allows you the flexibility to invest in vehicles other than the menu of investment funds selected by the Trustees. Under this option, you can direct the investment of this subaccount in mutual funds or ETFs, but not individual publicly-traded securities.

Before you are eligible to direct the investment of your account beyond the IBEW 131 Core Fund, you must attend a Plan-sponsored investment education seminar and pass a short quiz. If you have any questions regarding the available investments or the process for making investment elections, you should contact the Fund Office. If you choose this option, your account will be invested according to the investment election you make.

To select the self-directed brokerage account option, please contact New York Life at (800) 294-3575 to request a TD AMERITRADE Brokerage Account Application package; you can also enroll online directly through [www.mylife.newyorklife.com](http://www.mylife.newyorklife.com) by selecting the Brokerage Option, then Enroll Online at Ameritrade, then complete the Account Application online.

If you do not make an investment election, your account will be invested in the "IBEW 131 Core Fund.

This Plan is intended to comply with section 404(c) of the Employee Retirement Income Security Act of 1974, as amended, which permits a participant to exercise control over the investment of his account. If you direct the investment

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of your account, then you, and not the Trustees, are responsible for the investment decisions relating to this portion of your Plan account.

**2. Trustee-Directed Core Fund.** As another option, if you do not choose to direct the investment of your account in the funds selected by the Trustees, your account will be invested in the IBEW 131 Core Fund. The Trustees direct the investment of the IBEW 131 Core Fund. The Trustees are responsible for the investments within the IBEW 131 Core Fund and the suitability of this investment as the default investment option in the Plan; however, if you become qualified to self-direct your account you become responsible for the decision to select the IBEW 131 Core Fund or any other investment option as provided by ERISA Section 404(c).

If you have any questions regarding the investment options and/or the procedures for directing the investment of your account or the available investment funds, you should contact the Fund Office.

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## **VESTING**

Vesting refers to the ownership of the value of your account in the Plan. Your account is always 100% vested (i.e., nonforfeitable).

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## DISTRIBUTIONS

**Amount of Distribution.** The amount of money you receive from the Plan depends on (1) the amount contributed to the Plan on your behalf by you and your Employer, (2) the gains and losses earned by your account and (3) the administrative expenses charged to your account. The value of your account changes each day based on investment returns, and the amount you receive as a distribution is not set until the day your check is processed for payment by the Plan's recordkeeper. Distributions are processed as soon as administratively feasible after you submit your fully-completed application to the Plan.

**Commencement of Distributions.** Distribution of your account may commence after you terminate employment with your Employer under the following circumstances and conditions:

- **Small Sum Option.** If (1) you terminate employment with your Employer, (2) your account balance does not exceed \$5,000, and (3) no Employer makes a contribution to the Plan on your behalf for 12 months following your termination of employment with your Employer, then you may elect to receive a distribution of your account regardless of your age. Your account will be distributed as soon as feasible after you apply for a distribution.

- **Disability.** You will be eligible to receive a distribution of your account if you terminate employment with your Employer as a result of a disability. A “disability” means a physical or mental condition which, in the judgment of the Trustees, will totally and presumably permanently prevent you from performing your usual and customary duties with your Employer. Your account will be distributed as soon as feasible following your application for a distribution.

- **Attainment of Age 55.** If (1) you are not working for an Employer that contributes to the Plan on your behalf, and (2) you have attained age 55, you may elect to receive a distribution from your account. Your account will be distributed as soon as feasible after you apply for a distribution.

- **In-Service Distribution of Rollover Account.** You may elect to receive a distribution of your rollover account at any time, even while employed by an Employer, regardless of age. The rollover account holds amounts you may have rolled into the Plan from a prior employer’s retirement plan.

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- **Latest Payment Date.** Distribution of your account must begin no later than the April 1 following the calendar year in which you (1) attain age 70½ or (2) terminate employment with your Employer, whichever occurs later.

**Payment Options.** Your account will be distributed as follows:

- **Normal Form.** You will receive your benefit in the form of an annuity, unless you elect to receive an optional form of payment (described below). The type of annuity depends on whether you are married at the time payments begin.

**1. Married.** If you are married, your account will be paid in the form of a qualified joint and survivor annuity unless your spouse consents to your election of an optional form of benefit. A qualified joint and survivor annuity provides a monthly benefit to you for your lifetime and, after your death, a monthly benefit to your surviving spouse for his or her life equal to 50% of the monthly payment made to you during your life.

**2. Unmarried.** If you are not married at the time your benefits commence, you will receive a life annuity unless you elect an optional form of benefit. A life annuity provides a monthly benefit payable for your lifetime. The monthly amount of either form of annuity will depend on your account balance.

Under these normal forms, the Trustees will use your account balance to purchase an annuity contract from an insurance company.

- **Optional Benefit Forms.** As an alternative to the normal form of benefit described above, you may elect (with the consent of your spouse if you are married) one of the following optional forms of benefits:

**1. Lump Sum.** A single lump sum payment. If you choose to have your account distributed directly to you (rather than paid in a direct rollover to an IRA or another retirement plan), then you will receive only 80% of the payment because the Trustees are required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your income tax liability.

**2. Direct Rollover.** A direct rollover is a payment of a single lump sum benefit to your individual retirement arrangement (“IRA”) (including a Roth IRA if your income is below certain limitations) or to another employer retirement plan (including a qualified retirement plan under Code section 401(a), a Code section 403(b) plan or a Code section 457 plan maintained by a

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governmental employer). If you elect payment in a direct rollover, no income tax will be withheld and the amount rolled over will not be taxed until you later receive payment from your IRA or other employer plan. The Trustees will provide you more information about the direct rollover rules at the time you request payment of your account.

3. **75% Spouse Joint and Survivor Annuity.** This option will pay you a monthly benefit for your life. After your death, a monthly benefit equal to 75% of the monthly benefit you received during your lifetime will be paid to your spouse for his or her life. The monthly amount of the annuity will depend on your account balance. The Trustees will use your account balance to purchase an annuity contract from an insurance company.

4. **100% Spouse Joint and Survivor Annuity.** This option will pay you a monthly benefit for your life. After your death, a monthly benefit equal to the monthly amount you received during your lifetime will be paid to your spouse for his or her life. The monthly amount of the annuity will depend on your account balance. The Trustees will use your account balance to purchase an annuity contract from an insurance company.

5. **Other Annuity Form.** Any other annuity contract purchased from a life insurance company that provides for payments to you or to you and a designated beneficiary (provided that such payments cannot extend beyond your life expectancy or the joint life expectancies of you and your beneficiary). The monthly amount of the annuity will depend on your account balance. The Trustees will use your account balance to purchase an annuity contract from an insurance company.

6. **Combination of Installments followed by Lump Sum.** If you are between the ages of 55 and 59-1/2, you may elect equal annual installments payable until age 59-1/2, at which time your remaining account balance will be paid to you in a single lump sum (or a direct rollover).

7. **Periodic Installments.** You may elect distribution of your account in equal monthly, quarterly, semi-annual or annual installments, but only if your account balance equals \$1,000 or more at the beginning of the periodic installments. If you elect the periodic installment option, you may elect to accelerate payments to a lump sum distribution at any time. For example, you could request equal monthly installments in the amount of \$1,000, payable until your account is exhausted. If while receiving the installments, your needs changed, you could stop the installment payments and request payment of your

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entire account in a single lump sum (either as a cash payment to you or as a rollover to an IRA or another plan).

**8. Intermittent Installments.** You may elect distribution of your account in intermittent installments as requested from time to time. This allows you to leave your account in the Plan and request distributions as needed from time to time (in whatever amount you elect). For example, in August you could request a payment of \$3,000. And then in a later month, such as October, you could request payment in a different amount, such as \$2,000. And so on. There is no limit on how many distributions you can request each year, and there is no minimum or maximum on the dollar amount requested.

**IF YOU ARE MARRIED, THEN YOUR SPOUSE MUST CONSENT IN WRITING TO ANY FORM OF PAYMENT OTHER THAN THE QUALIFIED JOINT AND SURVIVOR ANNUITY (THE NORMAL FORM DESCRIBED ABOVE). YOUR SPOUSE'S CONSENT MUST BE NOTARIZED.**

**Hardship Distributions.** You may request a distribution of all or a portion of your Elective Contribution Account for a "hardship." A hardship is a situation in which you incur an immediate and heavy financial need to help pay for:

- Expenses related to medical care (that are not covered by insurance or otherwise reimbursed) for you, or your spouse or dependents;
- Costs directly related to the purchase of your principal residence, excluding mortgage payments;
- Tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for you or your spouse, children or dependents;
- Amounts necessary to prevent eviction from your principal residence or foreclosure on the mortgage for your principal residence;
- Funeral or burial expenses for your deceased parent, spouse, children, or other dependents; or
- Expenses for the repair of damage to your principal residence that qualify for the casualty deduction under Internal Revenue Code section 165 (without regard to whether the loss exceeds 10% of gross income). Section 165(a) of the Internal Revenue Code allows

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a deduction for a loss sustained during the taxable year not compensated for by insurance or otherwise. Under section 165(c) losses for individuals are limited to (1) losses incurred in a trade or business, (2) losses incurred in any transaction entered into for profit, though not connected with a trade or business, and (3) losses of property not connected with a trade or business or a transaction entered into for profit, if such losses arise from fire, storm, shipwreck, or other casualty, or from theft. Additional rules apply.

The distribution cannot exceed the amount of your financial need. The minimum amount of a hardship distribution is \$1,000. To be eligible for a hardship distribution, you must first have obtained all distributions (other than hardship withdrawals) and all nontaxable loans available under this Plan or any other plan maintained by your Employer.

In addition, if you take a hardship distribution, you cannot make elective contributions to the Plan for the six-month period after the distribution.

**IF YOU ARE MARRIED, THEN YOUR SPOUSE MUST CONSENT IN WRITING TO A HARDSHIP WITHDRAWAL. YOUR SPOUSE'S CONSENT MUST BE NOTARIZED.**

**QDROs.** If you are a former spouse of a Participant who is entitled to payment pursuant to a Qualified Domestic Relations Order (“QDRO”), then you are eligible to receive payment in any form permitted by the Plan (other than the joint and survivor annuities), and payment can commence, upon your election, at any time after the QDRO is approved by the Plan. Note, the Plan will charge your account a fee of \$325 for processing and administering a QDRO (half of the fee will be charged to the participant’s account and half to the alternate payee’s account, unless the QDRO specifies otherwise). The fee is only charged to your account if you (or your spouse) submits a QDRO to the Plan. The fee is used to offset the legal and administrative costs that are incurred in reviewing whether the QDRO meets legal requirements.

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## DEATH BENEFITS

If you die prior to receiving payment of all of your benefits under the Plan, any amounts remaining in your account at the time of your death will be paid to your designated beneficiary within a reasonable time after your death.

**Designation of Beneficiary.** Your designated beneficiary is the person or persons you name on the form supplied by and approved by the Trustees. However, if you are married, your spouse will be your designated beneficiary unless he or she consents to your designation of an alternate beneficiary. You should complete a beneficiary designation form naming the person or persons to receive any benefits payable from the Plan in the event of your death.

**Form of Payment.** The form in which any death benefit will be payable will depend on the balance in your account and the identity of your beneficiary:

- **Nonspouse Beneficiary.** If your beneficiary is not your spouse, then your beneficiary shall receive a single lump sum payment or a direct rollover (as he or she elects).
- **Spouse Beneficiary and Account Does Not Exceed \$1,000.** If your spouse is your beneficiary and your account does not exceed \$1,000, then your spouse will receive payment in a single lump sum or a direct rollover (as he or she elects).
- **Spouse Beneficiary and Account Exceeds \$1,000.** If your spouse is your beneficiary and your account exceeds \$1,000, then your spouse shall receive a monthly annuity for his or her life unless your spouse elects payment in any of the optional benefit forms described above.

If you become divorced, your former spouse will no longer be considered your beneficiary unless you complete a new beneficiary card after the date of divorce which names her as your beneficiary.

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## APPLICATION FOR BENEFITS

**Filing an Application.** When you (or your beneficiary) become entitled to a distribution from the Plan, you (or your beneficiary) should submit an application for benefits (a claim) to the Trustees. Your application should be in writing, on a form provided by the Trustees.

**Decision on Application.** Unless special circumstances exist, the Trustees will process an application within 90 days (45 days if requesting payment on account of disability) after the application is filed. Within the applicable period, you should receive either a notice of the decision or a notice that:

- Explains the special circumstances which are causing the delay; and
- Sets a date, no later than 180 days (75 days for disability claims) after the Trustees received your application, by which the Trustees expect to render the final decision.

For disability claims, the notice of extension will specifically explain the standards on which your benefit entitlement is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. For disability claims, if additional information is needed after the first request for information, the Trustees may request an additional 30-day extension in which to consider the claim.

**Denial of Claim.** If the Trustees partially or wholly deny your application for benefits, you will receive a written notice which will include:

- The specific reason or reasons for the denial;
- Specific references to pertinent provisions of the Plan document on which the denial is based;
- A description of any additional material or information which you must provide to prove your claim, and an explanation of why that material or information is needed;
- The steps you must take to appeal the denial of your claim; and
- A notice of your right to bring civil action under ERISA following an adverse benefit determination on review.

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In addition, for an adverse review of a disability claim, you will be notified if the Trustees relied on any internal rule, guideline, protocol or other special criterion in making the adverse determination. You may request a copy of the pertinent rule, etc., free of charge.

If your claim is denied or receives an adverse benefit determination, you may file a request for appeal, as described below.

**Right to Appeal a Denied Claim.** You or your duly authorized representative may file a written appeal of the denial with the Trustees no later than 60 days (180 days for disability claims) after you receive the notice that your claim has been partially or wholly denied. You may include any issues, comments, statements or documents that you wish to provide with your written appeal. You or your duly authorized representative may review all pertinent Plan documents when preparing your request.

**Final Decision on Appealed Claim.** In most instances, the Trustees will issue a final decision on an appeal within 60 days (45 days for disability claims) after the Trustees receive the appeal request. If the Trustees are unable to process your appeal within the applicable period, you will receive an extension notice before the applicable period expires. The extension notice will include:

- The special circumstances (such as the need to hold a hearing or obtain additional information) which are causing the delay; and
- The date, no later than 120 days (90 days for disability claims) after the date the Trustees received your written appeal, by which the Trustees expect to render the final decision.

If the Trustees partially or wholly deny your appeal for benefits, you will receive a written notice that will include:

- The specific reason or reasons for the adverse determination;
- Specific references to pertinent provisions of the Plan document on which the adverse determination is based;
- A notice of your right, upon request and free of charge, to have reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits;

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- A description of any voluntary appeal procedures offered by the Plan and your right to obtain information about the procedures; and
- A notice of your right to bring civil action under ERISA following an adverse benefit determination upon review.

In addition, for an adverse review of a disability appeal, you will be notified if the Trustees relied on any internal rule, guideline, protocol or other special criterion in making the adverse determination. You may request a copy of the pertinent rule, etc., free of charge.

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## MISCELLANEOUS INFORMATION

**Plan Administrator.** The Plan is maintained and administered by a Board of Trustees (herein referred to as the “Trustees”) comprised of three Employer representatives and three Union representatives. The Trustees will interpret the Plan and determine the answers to any questions arising under the Plan. The Trustees have a fiduciary responsibility to discharge their duties with care, skill, prudence and diligence.

**Plan Permanency.** The Union and the Employers hope and expect to continue the Plan indefinitely but they reserve the right to amend, modify, suspend contributions to, or terminate the Plan. The Trustees will notify you of any material change in the Plan.

**Type of Plan.** The Plan is called a “defined contribution plan” because the amount of money you receive from the Plan depends on the amount of contributions contributed to the Plan on your behalf by your Employer and the gains and losses and other income earned by the account. The Plan does not guarantee a benefit amount and benefits are not, therefore, insured by the Pension Benefit Guaranty Corporation, a federal corporation created to protect certain retirement benefits.

**Employment Not Guaranteed by Plan.** Neither the establishment of the Plan, nor the participation in the Plan by any employee shall be deemed to constitute a contract of employment. Every employee remains subject to discharge without regard to his or her participation in the Plan.

**Facility of Payments.** If a Participant or beneficiary is unable to take care of his or her affairs because of illness, accident or disability, the Trustees may pay that individual’s benefits to his or her spouse or other relative or legal guardian. Any payment that the Trustees make in good faith pursuant to this provision shall be a complete discharge from any liability of the Plan to the Participant or beneficiary.

**Pledge or Garnishment of Benefits not Permitted Except Under a Qualified Domestic Relations Order.** You may not sell, assign, pledge or transfer your benefits under the Plan before you receive them. In general, your account is not subject to garnishment, execution, levy or other legal process by your creditors. However, there is an exception to this rule for alimony, child support or other payments to a spouse, former spouse, child or other dependent required under a Qualified Domestic Relations Order (“QDRO”) issued by a court

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pursuant to a state domestic relations law. A QDRO must meet certain requirements set forth in the Internal Revenue Code of 1986 and the Employee Retirement Income Security Act of 1974. A qualified order may not require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan. Contact the Fund Office if you would like additional information about QDROs. You may request a copy of the Plan's procedures for reviewing a QDRO without charge. As noted above, there is an administrative fee for processing and administering the QDRO, which is split between your account and that of the alternate payee.

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## STATEMENT OF ERISA RIGHTS

Plan participants are entitled to certain rights and protections pursuant to the Employee Retirement Income Security Act of 1974 (“ERISA”). The Trustees intend to operate the Plan fairly and to comply fully with ERISA. If you have a question about the Plan, how it is run and how it affects you, you should contact the Fund Office.

ERISA provides that all Plan participants shall be entitled to:

- Receive information about your Plan and benefits.
- Examine, without charge, at the Trustees’ administrative office and at other specified locations, such as worksites and the Union hall, all documents governing the Plan, including collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Trustees, copies of all documents governing the operation of the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) and updated summary plan description. The Trustees may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Trustees are required by law to furnish each participant with a copy of this summary annual report.
- Receive a quarterly statement indicating the amounts credited to your account under the Plan as of that statement date. The Trustees must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called “fiduciaries” of the Plan, have a duty to operate the Plan prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your Union, or any other person, may terminate your employment or otherwise discriminate against you in any way to prevent you from obtaining a payment or exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request copy of Plan documents or the latest annual report from the Trustees and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Trustees to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Trustees. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees. (For example, if it finds your claim is frivolous.)

If you have any questions about your Plan, you should contact the Fund Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Trustees, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration (866-444-EBSA(3272)). You may also contact EBSA by e-mail by going through the appropriate prompts at "askebsa.dol.gov" or through the Internet at "www.dol.gov/ebsa."

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