

SUMMARY PLAN DESCRIPTION

FOR THE

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 683 EDUCATIONAL PLAN
(Effective January 1, 2020)**

BOARD OF TRUSTEES

UNION TRUSTEES

*JOHN E. MOORE, Secretary/Treasurer
DANA AKISON, Trustee
PATRICK J. HOOK, Trustee*

MANAGEMENT TRUSTEES

*BRIAN D. DAMANT, Chair
ELIZABETH T. BUTLER, Trustee
RYAN DEW, Trustee*

THIRD PARTY ADMINISTRATOR

**I.B.E.W. Local No. 683 Fringe Benefit Funds
6525 Centurion Drive
Lansing, Michigan 48917-9275
Toll Free (844) 683-0683
Fax (517) 321-7508**

FUND LEGAL COUNSEL

**Allotta | Farley Co., L.P.A.
2222 Centennial Road
Toledo, Ohio 43617-1870
Phone (419) 535-0075
Fax (419) 535-1935
www.allottafarley.com**

January 2020

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 683 EDUCATIONAL PLAN**

January 2020

To All Educational Plan Participants:

We are pleased to present you with this new booklet describing the current provisions of the International Brotherhood of Electrical Workers Local No. 683 Educational Plan (hereinafter “Plan” or “Educational Plan”). This booklet includes Educational Plan provisions which have been adopted through December 31, 2019.

We urge you to read this booklet carefully in order to become familiar with the changes which have been made to the Educational Plan since the last booklet was issued.

Please understand this is a general explanation only, and does not cover all of the details of the Educational Plan. This explanation does not change, expand or otherwise interpret the terms of the Educational Plan. Your rights can be determined only by referring to the full text of the Educational Plan.

The Educational Plan described in this booklet is for employees who were working in covered employment on or after January 1, 2020. If you terminated covered employment or retired prior to that date, your rights are determined in accordance with the terms of the Educational Plan then in effect.

Only the full Board of Trustees is authorized to interpret the Educational Plan. No other individual or organization, such as your union or employer, nor any employee or representative of any individual or organization is authorized to interpret this Plan or act as an agent of the Board of Trustees. Should you have any questions regarding the Educational Plan, please direct them to the Plan’s Administrative Manager at the Fund Office.

We suggest you share this booklet with your family since they may have an interest in the Educational Plan. You should keep this booklet with your other important papers and let members of your family know where it is being kept.

Sincerely,

THE BOARD OF TRUSTEES

TABLE OF CONTENTS

	Page
I. INTRODUCTION.....	1
II. ADMINISTRATIVE.....	2
A. The Name Of The Plan.....	2
B. The Names And Addresses Of The Employers.....	2
C. The Name And Address Of The Administrator.....	2
D. The Name And Address Of Third Party Administrator.....	2
E. Plan Numbers Assigned To The Plan.....	3
F. Type Of Plan.....	3
G. The Plan Year.....	3
H. Type Of Administration Used For Plan Assets.....	3
I. Attorneys For The Fund And Agent For Service Of Process.....	4
J. Funding Medium For The Accumulation Of Plan Assets.....	4
K. Effective Date When Plan Began.....	4
L. Effective Date Of The Restated Plan.....	4
M. Who Pays The Cost Of The Educational Plan?.....	4
N. Plan Amendment and Termination.....	4
O. Plan Is Not Contract.....	5
III. DEFINITIONS.....	5
A. Association.....	5
B. Beneficiary.....	5
C. Collective Bargaining Agreement.....	5
D. Covered Employment.....	5
E. Disqualifying Employment.....	6
F. Employee.....	6
G. Employer.....	6
H. Employer Contributions.....	7
I. Participant.....	7
J. Trust Fund.....	7
K. Union.....	7
IV. EDUCATIONAL PROGRAM.....	7
A. The Educational Program.....	7
B. Initial Eligibility.....	8
C. Continuation Of Eligibility.....	9
D. Eligibility To Submit A Claim For Benefits.....	10
E. Claims Procedure.....	10
F. Claims Review And Appeal Procedure.....	11
V. SCHOLARSHIP PROGRAM.....	12
A. The Scholarship Program.....	12
B. Eligibility To Apply For A Scholarship.....	12
C. Application Procedures.....	13

D.	Minimum Eligibility Requirements.	14
E.	Selection Committee.	14
F.	Selection Standards.	14
G.	Number And Size Of Scholarships.	14
H.	Scholarship Recipients.	15
I.	Payment Procedure.	15
J.	Inducement And Employment.	16
K.	Course Of Study.	16
VI.	MISCELLANEOUS PROVISIONS.	16
A.	Protection From Creditors Or Assignment.	16
B.	Amendment Of Terms Of Educational Plan.	16
C.	Termination And Distribution.	16
D.	Non-Insured Status Of Benefits Provided By The Educational Plan.	17
VII.	STATEMENT OF ERISA RIGHTS.	17
A.	Your Rights Under ERISA.	17
B.	Prudent Actions By Plan Fiduciaries.	18
C.	Enforcement Of Your Rights.	18
D.	Assistance With Your Questions.	19

I. INTRODUCTION.

This booklet, distributed in January 2020, is designed to describe the benefits available to you under the **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 683 EDUCATIONAL PLAN**. It is intended that this information will satisfy the requirements of the Employee Retirement Income Security Act of 1974 (“ERISA”) for a Summary Plan Description (hereinafter “Summary”). **Every effort has been made to avoid any conflict between this Summary and the text of the Plan itself; however, if there is a conflict between what is contained in this Summary and what is contained in the Plan itself, the terms of the Plan will govern.** This Summary reflects the Plan, which was effective June 1, 1971 and approved by the Internal Revenue Service on January 9, 1996, and all amendments to the Plan through December 31, 2019.

This Plan is maintained pursuant to the collective bargaining agreement (hereinafter “Agreement”) between the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 683 and the COLUMBUS DIVISION OF THE CENTRAL OHIO CHAPTER OF THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION and other Employers who, by virtue of collective bargaining agreements with the Union, have agreed to participate in and contribute to this Plan and who became parties thereto. A copy of this Agreement is available for your examination at the Union Hall, and Participants and their Beneficiaries may also obtain a copy of the Agreement for a reasonable charge by writing to:

Board of Trustees
International Brotherhood of Electrical Workers
Local No. 683 Educational Plan
6525 Centurion Drive
Lansing, Michigan 48917-9275

SPECIAL NOTICE!

It is extremely important you keep the Fund Office informed of any changes in address or marital status. This is your obligation, and failure to fulfill this obligation could jeopardize your eligibility for benefits.

The importance of maintaining a current, correct address on file in the Fund Office cannot be overstated! It is the ONLY way the Trustees can keep in touch with you regarding Plan changes and other developments affecting your interests under the Plan.

II. ADMINISTRATIVE.

A. The Name Of The Plan.

The formal name of the Plan is the “INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 683 EDUCATIONAL PLAN.” However, it will be referred to as the “Educational Plan” or “Plan” for purposes of this Summary.

B. The Names And Addresses Of The Employers.

The Plan is a multiemployer plan as that term is defined in the Employee Retirement Income Security Act of 1974, and many Employers contribute to it. It would not be practical to list them all here; however, upon written request to the Administrative Manager of the Educational Plan, you will receive information as to whether a particular Employer or Union is contributing to the Educational Plan, and if so, its address.

C. The Name And Address Of The Administrator.

Board of Trustees
International Brotherhood of Electrical Workers
Local No. 683 Educational Plan
6525 Centurion Drive
Lansing, Michigan 48917-9275
Toll Free (844) 683-0683

D. The Name And Address Of Third Party Administrator.

The Educational Plan is administered and maintained by the Board of Trustees; however, the Trustees have the authority to select and retain a professional Third Party Administrator, if and when the need arises. The Board of Trustees, exercising their authority to select and retain a professional administrative manager, have engaged TIC International Corporation (“TIC”) to administer and maintain the Educational Plan. The Third Party Administrator’s name and address are as follows:

TIC International Corporation
6525 Centurion Drive
Lansing, Michigan 48917-9275
Toll Free (844) 683-0683

Questions pertaining to the Health and Welfare Plan should be directed to the Third Party Administrator. The Third Party Administrator handles the day-to-day operations of the Health and Welfare Plan.

E. Plan Numbers Assigned To The Plan.

The Employer Identification Number (“EIN”) assigned by the Internal Revenue Service to the Board of Trustees is 23-7218739, and the Plan number for purposes of identification is 502.

F. Type Of Plan.

The Educational Plan was established pursuant to a Collective Bargaining Agreement and provides two forms of benefits:

- (1) an Educational Program which provides financial assistance to Employees who are in the collective bargaining unit in the form of reimbursement of educational expenses incurred by Employees who successfully complete courses in subjects pertaining to the electrical industry (See Article IV of this Summary); and
- (2) a Scholarship Program which provides scholarships for continued and further education of eligible children of Employees who are in the collective bargaining unit (See Article V of this Summary).

The Trust Fund has been providing these benefits since its establishment on June 1, 1971.

G. The Plan Year.

The Plan Year is a twelve (12) month period beginning June 1 and ending May 31.

H. Type Of Administration Used For Plan Assets.

The Trust Fund shall be administered by a Board of Trustees consisting of six (6) voting Trustees, three (3) of whom shall be designated by the Employers (Employer Trustees), and three (3) of whom shall be designated by the Union (Union Trustees). At the present time, the Trustees are:

UNION TRUSTEES

John E. Moore, Secretary/Treasurer
Dana Akison
Patrick J. Hook

EMPLOYER TRUSTEES

Brian D. Damant, Chair
Elizabeth T. Butler
Ryan Dew

Correspondence can be sent to the Board of Trustees at:

International Brotherhood of Electrical Workers
Local No. 683 Health and Welfare Plan
6525 Centurion Drive
Lansing, Michigan 48917-9275

I. Attorneys For The Fund And Agent For Service Of Process.

Allotta | Farley Co., L.P.A.
2222 Centennial Road
Toledo, Ohio 43617
Phone (419) 535-0075
Fax (419) 535-1935
www.allottafarley.com

In addition, service of process may be made upon the Administrative Manager.

J. Funding Medium For The Accumulation Of Plan Assets.

Assets are accumulated and benefits provided directly by the Trust Fund. The principal and income of this Plan are to be used for the exclusive benefit of Participating Employees and their Beneficiaries and for defraying proper expenses of administering the Plan.

K. Effective Date When Plan Began.

June 1, 1971.

L. Effective Date Of The Restated Plan.

January 1, 2020.

M. Who Pays The Cost Of The Educational Plan?

The benefits provided by the Educational Plan are funded by Employer Contributions required by the Collective Bargaining Agreement between your Employer and the Union. You are not required, or in fact permitted, to make contributions to the Educational Plan.

From time to time the obligation of your Employer to contribute to the Educational Plan may be discontinued through provisions in the Collective Bargaining Agreement then in force that no longer require Employer Contributions. During any period when your Employer is not obligated to contribute to the Trust Fund, the Trustees have absolute discretion to limit the benefits provided by the Educational Plan to those which can be financed from the proceeds of the Trust Fund after taking into consideration the monies available in the Trust Fund and setting aside monies to establish a reasonable reserve calculated to provide benefits for future Plan Years.

N. Plan Amendment and Termination.

The Trustees reserve the right to amend or terminate the Plan at any time and for any reason. If the Plan is amended or terminated, you and other active and retired employees may not receive benefits as described in other sections of this Summary. You may be entitled to receive different benefits or benefits under different conditions. However, it is possible that you will lose all benefit coverage. This may happen at any time, even after you retire, if the Trustees decide to terminate

the Plan or your coverage under the Plan. In no event will you become entitled to any vested rights under this Plan. Further, the provisions of this paragraph cannot be modified in any manner except by resolution of the Board of Trustees.

O. Plan Is Not Contract.

The Plan shall not be deemed to be a contract between the Administrator and any Participant, nor to be an inducement to or condition of employment. Nothing in the Plan shall be deemed to give an Employee the right to be retained in the service of any Employer, or to interfere with the right of any Employer to discharge any Employee at any time.

III. DEFINITIONS.

A. Association.

The term “Association” means the Columbus Division of the Central Ohio Chapter of the National Electrical Contractors Association, Inc.

B. Beneficiary.

The term “Beneficiary” means a person who is or may become entitled to receive a benefit pursuant to the terms of the Educational Plan.

C. Collective Bargaining Agreement.

The term “Collective Bargaining Agreement” means any collective bargaining agreement existing between the Employer and the Union which provides for contributions into this Trust Fund as well as any extension(s) or renewal(s) of such collective bargaining agreement or any new collective bargaining agreement which provides for contributions into this Trust Fund.

D. Covered Employment.

The term “Covered Employment” means employment under the jurisdiction of the Union for which an Employer is obligated by its Collective Bargaining Agreement with the Union or by any other separate written agreement approved by the Board of Trustees to contribute to the Fund, either individually or as a member of the Association. For the purpose of this Plan and subject to the approval of the Board of Trustees, employment as an officer or employee (not represented by a collective bargaining agent other than the Union) of the Union, the Fund Office, and the office of any welfare fund covering persons represented by the Union shall be considered Covered Employment, provided that Employer Contributions are made to the Plan on behalf of such persons at the same rate required of all other Employers and in accordance with applicable provisions of the Internal Revenue Code regarding participation in a tax-qualified and tax-exempt welfare plan.

E. Disqualifying Employment.

The term “Disqualifying Employment” means employment that is—

- (1) outside the scope of the Collective Bargaining Agreement; but
- (2) within—
 - (i) the electrical trade jurisdiction (including, but not limited to, related supervisory activities) as defined in the current Constitution of the International Brotherhood of Electrical Workers; and
 - (ii) the geographic area over which the Union has jurisdiction; and
- (3) for an employer that is directly competing with the Union for work within the scope of (2) above.

F. Employee.

The term “Employee” means and includes members of a Collective Bargaining Unit represented by the Union who may be eligible to participate in and receive the benefits provided by the Educational Plan. In addition, the term “Employee” means and includes full-time, regular employees of the Union and the Trustees. The term “Employee” does not include partners or self-employed persons, no matter how designated, and any such persons are expressly excluded from the benefits provided by the Educational Plan.

G. Employer.

The term “Employer” means:

- (1) any individual, firm, association, partnership or corporation who is a member of the Association and/or is represented in collective bargaining by the Association and/or who is bound by a Collective Bargaining Agreement with said Union and in accordance therewith agrees to participate in and contribute to the Educational Plan;
- (2) any individual, firm, association, partnership or corporation who is not a member of nor represented in collective bargaining by the Association, but who has duly executed and/or is bound by the Collective Bargaining Agreement with said Union and in accordance therewith agrees to participate in and contribute to the Educational Plan;
- (3) the Union, to the extent, and solely to the extent, that it acts in the capacity of an Employer of its Employees on whose behalf it makes contributions to the Educational Plan in accordance with the Collective Bargaining Agreement;

- (4) the Trustees, to the extent that they act in the capacity of an Employer of their Employees on whose behalf they make contributions to the Educational Plan in accordance with the Collective Bargaining Agreement; and
- (5) the Employers, as defined herein, shall, by the making of payments to the Educational Plan pursuant to the Collective Bargaining Agreement, be conclusively deemed to have accepted and be bound by terms and conditions of the Educational Plan.

H. Employer Contributions.

The term “Employer Contributions” means payments made to the Trust Fund by an Employer.

I. Participant.

The term “Participant” means any Employee or former Employee of an Employer, or any member or former member of the Union, who is or may become eligible to receive benefits from the Educational Plan or whose Beneficiaries may be eligible to receive any such benefit.

J. Trust Fund.

The terms “Trust Fund,” “Trust” or “Fund” means the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 683 EDUCATIONAL TRUST FUND and the entire assets thereof, including all funds received by the Trustees in the form of Employer Contributions, together with all contracts (including dividends, interest, refunds, and other sums payable to the Trust Fund on account of such contracts), all investments made and held by the Trustees, all income, increments, earnings and profits therefrom, and any and all other property or funds received and held by the Trustees.

K. Union.

The term “Union” means Local Union No. 683 of the International Brotherhood of Electrical Workers.

IV. EDUCATIONAL PROGRAM.

A. The Educational Program.

The Educational Program provides financial assistance to you in the form of reimbursement of the educational expenses incurred by you when you successfully complete courses in subjects pertaining to the electrical industry. The following is a list of subjects which will automatically qualify for reimbursement:

Cable Splicing	Motor Control
Refrigeration	Fire Alarm
Code	Sounds Systems
Conduit Bending	Highpotting
First Aid	Hess Stress Welding
Electronics and related fields	Mathematics and related courses
Welding	All Related Theory
Solar Heating	Static Control
Rigging and Knot Tying	Basic Electricity
Blueprint Reading	
Training related to Union functions	

Any course not listed will be subject to the approval of the Trustees.

The courses must be conducted in trade schools, technical institutes, or other accredited institutions offering such courses or, if approved by the Trustees, courses conducted by recognized experts, regardless of sponsorship. The Trustees will recognize classes required for your associate's degree or bachelor's degree at institutions with which the International Brotherhood of Electrical Workers Local 683 Joint Apprentice and Training Committee holds an articulation agreement. The maximum reimbursement is four hundred dollars (\$400.00) for any one such course, with a maximum annual reimbursement of one thousand six hundred dollars (\$1,600.00) for all such courses completed by you in each Plan Year. The Trustees, in their sole discretion, may change the maximum reimbursement amount that is provided for any one such course or the maximum annual reimbursement amount.

B. Initial Eligibility.

You will become eligible initially for coverage under the Educational Program as follows:

- (1) Before June 1, 1996. If you were a member in good standing with the Union on or before June 1, 1996 and you satisfy all of the requirements for Continuation of Eligibility set forth in Section C below. If your membership in the Union does not remain in good standing on or after June 1, 1996 or you do not otherwise satisfy the requirements for Continuation of Eligibility set forth in Section C below, you will be required, in order to reestablish eligibility, to comply with the requirements of (2) below.
- (2) On or after June 1, 1996. If you were not a member in good standing with the Union on or before June 1, 1996 and/or you have not continued to remain eligible for benefits under the Educational Program in accordance with Section C below, then you will become eligible initially for coverage on the first day of the calendar month following:
 - (i) the date on which Employer Contributions paid on your behalf by one or more participating Employers were received in the Fund Office; and

- (ii) the completion of five (5) Plan Years in which Employer Contributions by one or more participating Employers were received by the Educational Plan on your behalf, in an amount of at least three hundred (300) hours during each of the five (5) Plan Years while you were working in the Educational Fund's jurisdiction.

The five (5) Plan Years described in (ii) above must be completed within a period of eight (8) consecutive Plan Years, with the first Plan Year in the eight (8) consecutive Plan Year period beginning on the date the first Employer Contribution is received. If the service requirement under (ii) above is not satisfied within the initial eight (8) consecutive Plan Year period, then you must satisfy the service requirement in a subsequent eight (8) consecutive Plan Year period.

The contributions paid on your behalf by an Employer must be at the rate established by the current Collective Bargaining Agreement at the time contributions are made.

C. Continuation Of Eligibility.

After satisfying the initial eligibility requirements in accordance with Section B above, you will continue to remain eligible for benefits under the Educational Program so long as you satisfy all of the following requirements:

- (1) you remain a member in good standing with the Union;
- (2) you have had—
 - (i) at least 500 hours of Employer Contributions made on your behalf within three (3) years of filing a claim for benefits; or
 - (ii) in excess of 16,000 hours of Employer Contributions made on your behalf before filing a claim for benefits; and
- (3) you have not engaged in Disqualifying Employment after becoming eligible for coverage under the Educational Program; and
- (4) you have not retired from Covered Employment and started receiving retirement benefits from the I.B.E.W. Local 683 Pension Fund Pension Plan, the I.B.E.W. Local 683 Profit Sharing Annuity Plan, or the National Electrical Benefit Fund;

provided, however, that if your eligibility for benefits has been discontinued as a result of retirement under subsection (4) above, any child of yours who satisfies the eligibility requirements for the Scholarship Program set forth in Article V, Section B shall remain eligible to receive scholarships under the Scholarship Program, notwithstanding the discontinuance of your eligibility for benefits.

If your eligibility for benefits under the Educational Program ceases, you will be required, in order to reestablish eligibility, to comply with the requirements of initial eligibility in accordance with Section B above.

D. Eligibility To Submit A Claim For Benefits.

If you satisfy the initial eligibility requirements in Section B above and the Continuation of Eligibility requirements in Section C above, then you are eligible to submit a claim for benefits under the Educational Program. In addition, you must satisfy the Continuation of Eligibility requirements in Section C above during the entire time you were enrolled in the course and at the time the Fund Office receives your claim for benefits.

E. Claims Procedure.

Your claim for benefits under the Educational Program must be made in writing and received by the Fund Office within sixty (60) days after the completion of the course. This time limit may be waived by the Trustees, in their sole discretion, if you are able to submit proof to the Administrative Manager that the information could not be obtained within the applicable time limit. The claim for benefits must contain sufficient documentation to substantiate the following:

- (1) the amount of the educational expenses incurred;
- (2) the subject of the course was related to the electrical industry; and
- (3) you received a passing grade in the course (C or higher). In a pass/fail course, "P" is defined as C or higher.

The Administrative Manager may request additional information from you if the claim for benefits does not contain sufficient documentation. Unless and until you make the proper written application, on such forms and in such manner as the Trustees shall prescribe, you shall have no right to receive benefit payments under the Educational Program.

Your claim for benefits will be presented to the Trustees at its next regularly scheduled meeting which immediately follows receipt of your claim of benefits by the Fund Office, unless your claim for benefits was received by the Fund Office within seven (7) days prior to the next regularly scheduled meeting. In the latter case, the Trustees may consider your claim for benefits at the second meeting following the receipt of your claim.

You will be eligible to receive benefits under the Educational Program if your claim for benefits was timely submitted and contains sufficient documentation, as determined by the Trustees in their sole discretion, to substantiate the following:

- (1) the amount of the educational expenses incurred;
- (2) the subject of the course was related to the electrical industry; and

- (3) you received a passing grade in the course.

The Trustees may, in their sole discretion, request additional information to verify a claim for benefits.

At the Trustees' request, you will be required to furnish any information or proof reasonably required to determine your benefit rights. Any misrepresentation or error by either you, the Administrative Manager, or the Trustees which results in benefit payments to which you are not entitled (in whole or in part) will constitute grounds for recovery of such benefit payments made in reliance thereon. The Trustees may recover such benefit payments by retention or withholding of future benefit payments or portions thereof, subject to any applicable limitations imposed under the Code or ERISA and/or ruling or regulations promulgated thereunder.

F. Claims Review And Appeal Procedure.

A decision as to the validity of your claim will be made as promptly as possible after your claim is received with the necessary documentation and presented to the Trustees. If delay occurs, you will be notified of the reasons for the delay, as well as the anticipated length of the delay, in writing. If further information or other material is required, you will also be informed. If your claim is payable, a benefit check will be issued to you.

In the event the Trustees determine your claim should not be paid, in whole or in part, the Trustees will notify you of their decision, in writing, by regular mail addressed to your residence as shown on the claim. At the same time, the Trustees will supply you with an explanation of the Plan's claim review and appeal procedure. The decision of the Trustees shall be final and binding and conclusive upon you unless that decision is appealed as hereinafter set forth.

If you are dissatisfied with the notice of claim denial or the amount paid, you may, within sixty (60) days after receipt of the notice of the denial of the claim or payment, request, in writing delivered to the Fund Office, that the Trustees review the denial of the claim or the amount paid. Written notice by you need only state your name, address, and the fact you are appealing the Trustees' decision, giving the date of the decision from which you are appealing.

Within sixty (60) days after receipt of your notice of appeal, the Trustees' decision shall be reviewed. Within thirty (30) days after the review of the Trustees' decision, the Trustees will render their final decision to you in writing, addressed to your residence as shown on the claim, by regular mail, stating the action taken on your appeal. The Trustees' final decision on appeal shall be final and binding and conclusive upon you.

At any time during the review, the Trustees, at your request, shall reveal to you all sources of information outside of the claim itself on which the denial of the claim was based and permit you to examine all documents and records then in the Trustees' possession relating to the denial.

V. SCHOLARSHIP PROGRAM.

A. The Scholarship Program.

The Scholarship Program provides scholarships, in such amounts and of such types as the Trustees in their sole discretion shall determine, for the continued and further education of Participants' children who have been admitted or are already enrolled as a full-time student in an accredited post-secondary institution, provided that the child meets the eligibility requirements to apply for a scholarship as is now or hereafter permitted by law and in accordance with the rules and procedures established by the Trustees.

B. Eligibility To Apply For A Scholarship.

The following individuals are eligible to apply for a scholarship under the Scholarship Program:

- (1) Any child (natural, adopted, or stepchild) of yours who is:
 - (i) unmarried,
 - (ii) under 30 years of age, and
 - (iii) has been admitted or is already enrolled as a full-time student in an accredited post-secondary institution

is eligible to apply for a scholarship under the Scholarship Program. In order for your child to be eligible, you must have satisfied the Initial Eligibility requirements under Article IV, Section B above and the Continuation of Eligibility requirements under Article IV, Section C(1), C(2), and C(3) above at the time of application.

To qualify as a stepchild eligible to apply for a scholarship under the Scholarship Program under this subsection (1), the stepchild must:

- (i) have physically lived in the same household as the Employee on a daily basis for at least one (1) year prior to the date the stepchild initially enrolled as a full-time student in an accredited post-secondary institution; or
- (ii) have physically lived in the same household as the Employee after initially enrolling as a full-time student in an accredited post-secondary institution (with the exception that during the school term the stepchild may reside outside the household); and
- (iii) primarily rely on the Employee for basic everyday needs.

- (2) Any child (natural, adopted, or stepchild) of a deceased Employee who is:
- (i) is unmarried,
 - (ii) is under 30 years of age, and
 - (iii) has been admitted or is already enrolled as a full-time student in an accredited post-secondary institution

is eligible to apply for a scholarship under the Scholarship Program. The deceased Employee must have satisfied the Initial Eligibility requirements in Article IV, Section B above and the Continuation of Eligibility requirements in Article IV, Section C above at the time of death.

To qualify as a stepchild eligible to apply for a scholarship under the Scholarship Program under this subsection (2), the stepchild must:

- (i) have physically lived in the same household as the Employee on a daily basis for at least one (1) year prior to the Employee's death; and
- (ii) have primarily relied on the Employee for basic everyday needs prior to the Employee's death.

The Trustees may request proof, including the extent of maintenance and support, tax returns of the Employee, the extent of the child-parent relationship, and the duration of living with the Employee, to verify a claim that a stepchild is eligible to apply for a scholarship under the Scholarship Program. The Trustees are authorized and empowered to make determinations with respect to such matters as the definition of "adopted," "child," "stepchild," "employee," "deceased employee," or other provisions concerning eligibility as the Trustees may deem appropriate.

C. Application Procedures.

All eligible applicants who wish to be a recipient of a scholarship from the Scholarship Program must complete an application on such forms and in such manner as the Trustees shall prescribe prior to the application deadline date. No preference for scholarships shall be given to any groups such as first-time candidates, renewal applicants, or graduate or professional students. To obtain an application for a scholarship under the Scholarship Program, you should contact the following:

Scholarship Selection Committee
International Brotherhood of Electrical Workers Local No. 683
Educational Trust Fund
6525 Centurion Drive
Lansing, Michigan 48917-9275
Toll Free (844) 683-0683
Fax (517) 321-7508

All completed applications should be submitted to the Scholarship Selection Committee at the address listed above prior to the application deadline date. Questions pertaining to the application procedures or the scholarship disbursement process should be directed to the Third Party Administrator, I.B.E.W. Local No. 683 Fringe Benefit Funds, 6525 Centurion Drive, Lansing, Michigan 48917-9275, Toll Free (844) 683-0683, and Fax (517) 321-7508.

D. Minimum Eligibility Requirements.

All applicants must take either the American College Test (“ACT”) or the Scholastic Aptitude Test (“SAT”) if the applicant is entering an accredited institution as a first year student, or if currently enrolled, submit a transcript of their college grades. Renewal applicants must demonstrate that they are making normal academic progress toward a degree as determined by the institution.

All applicants entering an accredited institution as a first year student shall have their high school principals or guidance counselors complete a statement of high school records, after having signed a privacy statement and submitted same with a copy of their high school transcript. All applicants must also complete an application, including a statement of personal background and educational goals.

E. Selection Committee.

Selection of scholarship recipients shall be made by a Selection Committee consisting wholly of individuals totally independent and separate from the Trust Fund, the Trustees, and the Employer. The Selection Committee shall be composed of an impartial panel of educators, preferably college administrators and teachers knowledgeable in the education field.

F. Selection Standards.

The Selection Committee shall rank scholarship applicants solely upon such standards as, but not limited to, prior academic performance, performance on tests designed to measure ability and aptitude for higher education, recommendations from instructors or other individuals not related to the potential awardees, financial need, and conclusions drawn from the personal statement as to motivation and character. Preference shall be given as a recognized financial hardship to applicants who are eligible survivors of a deceased Employee. Otherwise, no preference for scholarships shall be given to any groups such as first-time candidates, renewal applicants, or graduate or professional students.

The Selection Committee shall scrutinize applications for renewals with the same intensity as applications for first-time awards. Upon completion of its review, the Selection Committee shall rank the scholarship applicants and submit the list to the Administrative Manager.

G. Number And Size Of Scholarships.

The Trustees, in their sole discretion, shall determine the number and size of scholarships awarded each year, taking into consideration the amount in the Trust Fund. The Trustees are not obligated to award all the funds available in any given year.

H. Scholarship Recipients.

Upon receiving the rankings from the Selection Committee and the number and amount of available scholarships from the Trustees, the Administrative Manager shall notify the scholarship recipients in strict rank order according to the list submitted by the Selection Committee.

Each scholarship shall be for one (1) year only, but shall be renewable annually for a total of four (4) years. Scholarships shall not be automatically renewable, and no preference for scholarships shall be given to renewal applicants over any other groups such as first-time candidates or graduate or professional students.

I. Payment Procedure.

The Scholarship Awards shall be paid directly to the institution to which the recipient has been admitted. Funds will be mailed once for each term of the academic year. If the recipient drops a course(s) or withdraws from the institution mid-term and qualifies for a refund of scholarship monies previously paid to the institution on the recipient's behalf for taking the course(s), the institution shall pay such refund directly to the Fund.

Before scholarship checks for the second and subsequent terms during the academic year will be sent to the institution, a copy of the grades for the term just completed must be sent by the recipient or institution to the Fund to verify that the recipient is making normal academic progress toward a degree. The Trustees will use the following requirements, but are by no means limited to such requirements, to determine whether a Scholarship Program recipient is making normal academic progress toward a degree:

- (1) All Scholarship Program recipients must assume a full-time credit hour course load during each grading period, as defined by the institution at which they are enrolled, or assume a minimum of twelve (12) credit hours each grading period where no distinction is made by the institution. Failure to comply with this requirement will result in the forfeiture of the scholarship for the following grading period.
- (2) All Scholarship Program recipients must achieve a minimum grade point average of 2.00 (on a 4.0 scale) for each grading period. Failure to achieve this requirement will result in the forfeiture of the scholarship for the following grading period.

If a Scholarship Program recipient fails to meet one or both of the above requirements and thus forfeits his/her scholarship monies for the duration of one (1) grading period during a given academic year, he/she may, upon successfully achieving the above requirements during the grading period in which the scholarship is forfeited, utilize the leftover monies during any remaining quarter or semester, if there is a remaining quarter or semester, in the same academic year.

The Trustees in their discretion shall determine whether a Scholarship Program recipient is making normal academic progress toward a degree, and their decision shall be conclusive.

J. Inducement And Employment.

The Scholarship Program may not be used by an Employer, the Trust Fund, or the Trustees to recruit Employees or to induce Employees to continue their employment or otherwise follow a course of action sought by an Employer. A Scholarship Award may not be terminated because the recipient's parent terminates employment with an Employer subsequent to the awarding of the scholarship, regardless of the reason for such termination of employment.

In addition, at the time the grant is awarded or renewed, there shall be no requirement, condition or suggestion, express or implied, that the recipient's parent is expected to render future employment services for an Employer, or be available for such future employment, even though such future employment may be at the discretion of the Employer.

K. Course Of Study.

Awards are not conditioned upon the recipient's pursuing a course of study beneficial to the Employer or the Trust Fund or accepting employment with any of those entities upon graduation. The recipient has free choice to use the scholarship in the pursuit of any course of study in an accredited post-secondary institution.

VI. MISCELLANEOUS PROVISIONS.

A. Protection From Creditors Or Assignment.

Your benefits under the Educational Plan (before they are paid to you) may not be sold, used as collateral for a loan, given away or transferred in any other way. Further, your creditors may not attach, garnish or otherwise interfere with your benefits (before they are paid to you) except to the extent specifically provided by, or consistent with, applicable federal law.

B. Amendment Of Terms Of Educational Plan.

The Board of Trustees reserves the right to amend the terms of the Educational Plan. However, the Educational Plan will never change in any way which will affect your right to benefits you have already earned. If the terms of the Educational Plan are changed, the changes will affect your rights only to future benefits under the Educational Plan.

C. Termination And Distribution.

Although it is not the intention of the Participating Employers, the Union or the Association to terminate the Educational Plan, the Trustees shall have the right at any time to terminate the Educational Plan. If the Plan is ever terminated, the Trustees will apply the Trust Fund the purposes specified in the Trust Agreement, including but not limited to:

- (1) to pay or provide for collecting Employer Contributions;

- (2) to pay or provide for the payment of all reasonable and necessary expenses in connection with administering the affairs of the Educational Plan and Trust Fund; and
- (3) to pay or provide for the payment of all benefits to carry out the purposes of the Educational Plan and Trust Fund.

Upon the dissolution of the Trust Fund, any surplus monies and property in the Trust Fund shall be distributed for any legally permissible purpose or to any legally authorized entity, including but not limited to:

- (1) for one or more tax-exempt purposes within the meaning of Section 501(c)(3) or related provision of the Internal Revenue Code, or corresponding section of any future federal tax code; or
- (2) to the federal government, or to a state or local government, for a public purpose; or
- (3) upon the Union's written request and upon approval by a majority of the Trustees after all of the Trust Fund's obligations have been satisfied, to any future educational trust fund that may be created by and between the Union and the Employers through collective bargaining agreements.

D. Non-Insured Status Of Benefits Provided By The Educational Plan.

There is no need to insure the benefits provided to you or your Beneficiaries by the Educational Plan. Since the benefits provided by the Educational Plan are limited to those benefits which can be financed from the proceeds of the Trust Fund after taking into consideration the monies available in the Trust Fund and setting aside monies to establish a reasonable reserve calculated to provide benefits for future Plan Years, insurance protection is not necessary because there is no risk of forfeiture. Recognizing this, the United States Government exempts educational plans (such as the Educational Plan) from buying termination insurance. Thus, educational plans are not permitted to purchase termination insurance.

VII. STATEMENT OF ERISA RIGHTS.

The following notice is required by ERISA:

A. Your Rights Under ERISA.

As a Participant in the International Brotherhood of Electrical Workers Local No. 683 Educational Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended. ERISA provides that all Participants are entitled to:

- (1) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Educational Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Educational Plan with the United States Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (2) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Educational Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- (3) Receive a summary of the Educational Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

B. Prudent Actions By Plan Fiduciaries.

In addition to creating rights for Educational Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Educational Plan. The people who operate the Educational Plan, called "fiduciaries" of the Educational Plan, have a duty to do so prudently and in the interest of you and other Educational Plan Participants and Beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

C. Enforcement Of Your Rights.

If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Educational Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Educational Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administration.

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. If it should happen that Educational Plan fiduciaries misuse the Educational Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the United States Department of Labor, or you may file suit in a federal court. The court will decide who should pay the 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 if, for example, the court finds that your claim is frivolous.

D. Assistance With Your Questions.

If you have any questions about the Educational Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, United States Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, United States 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. The nearest Area Office of the Employee Benefits Security Administration is the Cincinnati Regional Office, 1885 Dixie Highway, Suite 210, Fort Wright, Kentucky 41011-2664 at (859) 578-4680.

**BOARD OF TRUSTEES OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 683 EDUCATIONAL PLAN**

\\af-prolaw2\prolawdocs\ibew local 683 educational plan\spd\223309.doc